TOWN OF PARKER COUNCIL AGENDA
December 2, 2019

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

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

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

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

2. SPECIAL PRESENTATIONS

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)

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

6. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

7. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - November 4, 2019 and November 18, 2019

B. *ORDINANCE NO. 1.391.1 - First Reading*
A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning the Town Administrator

Department: *Town Attorney, Kristin Schledorn*
Second Reading: *January 6, 2020*

C. *RESOLUTION NO. 19-096*
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Single Source Contract Concerning the 2020 Parker Townwide Chip Seal/Slurry Program

Department: *Engineering and Public Works, Danny Smith*

D. *RESOLUTION NO. 19-100*
A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: *Town Administrator, Michelle Kivela*

E. *RESOLUTION NO. 19-103*
A Resolution to Allow a Partial Waiver of Section 13.07.080(h)(2) of the Parker Municipal Code to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 9 Through 13 Through December 31, 2020

Department: *Engineering and Public Works, Alex Mestdagh*
Community Development, Stacey Nerger

F. *RESOLUTION NO. 19-106*
A Resolution to Appoint New Members and Alternates to the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson

Department: *Town Council*

G. *RESOLUTION NO. 19-108*
A Resolution in Support of Colorado Gives Day in Parker, Colorado, on December 10, 2019, as Promoted by the Douglas County Community Foundation

Department: *Town Council*

H. CONTRACTS OVER $100,000

1. Give 5 Productions - Production of Mamma Mia

Amount:	*$135,000*
Contractor:	*Give 5 Productions*
Department:	*Cultural, Elaine Mariner*

2. Fifth Amendment to Agreement for Professional Services (for advertising purchased for the Town of Parker's Cultural Department)

Amount:	*$207,000.00*
Contractor:	*Evolution Agency, LLC*
Department:	*Cultural, Elaine Mariner* *Cultural, Carrie Glassburn*

8. PUBLIC HEARINGS

A. UNPLATTED LOOKING GLASS SEGMENT 1 - Sketch and Preliminary Plan

Applicant:	**JEN Colorado 18, LLC, Larry Jacobson**
Location:	**Generally located at the southwest corner of Crowfoot Valley Road and Stroh Road**
Department:	**Community Development, Paul Workman**
TRAKiT No.:	**SUB19-021 & SUB19-022**

B. RESOLUTION NO. 19-101
A Resolution to Adopt the Parker Road Corridor Plan, as a part of the Parker 2035 Master Plan

Applicant:	**Town of Parker**
Location:	**Townwide**
Department:	**Community Development, Mary Munekata**
TRAKiT No.:	**PLN16-001**

C. BLAIR INDUSTRIAL PARK REPLAT OF TRACT 3 L3 – Use by Special Review for Camp Bow Wow Kennel Expansion

Applicant:	**Todd Woody, PM Design Group**
Location:	**Generally located at the west side of the intersection of Progress Drive and Mountain Main Drive**
Department:	**Community Development, BrieAnna Simon**
TRAKiT No.:	**Z19-020**

D. ORDINANCE NO. 1.523.5 Second Reading
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey

E. ORDINANCE NO. 1.539 - Second Reading
A Bill for an Ordinance to Adopt the 2020 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

9. RESOLUTIONS

A. COMPARK VILLAGE SOUTH

Department: Engineering and Public Works, Alex Mestdagh

1. RESOLUTION NO. 19-104
A Resolution to Amend Resolution No. 18-091, Series of 2018, to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through June 30, 2020, and Approve the Subdivision Agreement for Compark Village South Filing No. 1

2. RESOLUTION NO. 19-105
A Resolution to Amend Resolution No. 18-092, Series of 2018, to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 Through December 31, 2020

B. RESOLUTION NO. 19-097
A Resolution Supporting the Recommendations Concerning the Park Dedication Standards Contained in the June 2019 Park Dedication Standards Update Recommendations Report Prepared by MIG, INC

Department: Community Development, Mary Munekata

C. RESOLUTION NO. 19-107
A Resolution to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance of Lot 31A-2 Block 1, Twenty Mile Village Filing No. 2, 12th Amendment, With Certain Requirements of Section 13.06.050(d) of the Parker Land Development Ordinance and the Site Plan for the Grove (SP17-099), Which Compliance Shall Occur Prior to the Town's Acceptance of Any Application for Site Plan Amendment, Replat or Development Permit and/or Approval of Any Pending Application for Site Plan Amendment, Replat or Development Permit for Lot 31A-1, Block 1, Twenty Mile Village Filing No. 2, 12th Amendment, and to Defer Enforcement of Section 13.03.040(a) of the Parker Land Development Ordinance as Provided Herein

Department: Community Development, John Fussa
Community Development, Paul Workman

10. ORDINANCES

A. ORDINANCE NO. 1.540 - Second Reading
A Bill for an Ordinance to Levy General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2020 Budget Year

Department: Finance, Mary Lou Brown

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

Department: Town Attorney, Kristin Schledorn

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

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

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

Department: Town Attorney, Jim Maloney

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

Department: Engineering, Chris Hudson

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

Department: Town Attorney, Kristin Schledorn

G. BELFORD METROPOLITAN DISTRICTS

Department: Town Attorney, Kristin Schledorn

1. ORDINANCE NO. 9.303 - Second Reading
A Bill for an Ordinance Approving an Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford North Metropolitan District

2. ORDINANCE NO. 9.304 - Second Reading
A Bill for an Ordinance Approving an Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford South Metropolitan District

11. <u>PUBLIC COMMENTS CONTINUED IF NECESSARY</u>

12. ADJOURNMENT

THE PARKER AUTHORITY FOR REINVESTMENT (PAR) MEETING WILL FOLLOW IMMEDIATELY AFTER THE TOWN COUNCIL MEETING IS ADJOURNED.

Parker Town Council

Executive Session Agenda

December 2, 2019

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

1. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet)

2. Second Replacement Intergovernmental Dispatch Services Agreement

"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. Const. Art 11, Section 25, and Section 2.05.060(a) of the Parker Municipal Code (procedural due process/quasi judicial matter)

"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)."

4. Purchase and Sale Agreement between the Town and UDC Miller, LLC, for the Pine Curve Property and contract negotiations related to the proposed development agreement for the Pine Curve Property

TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 4, 2019

Mayor Mike Waid called the meeting to order at 5:32 P.M. Renee Williams was absent.

Town Attorney Jim Maloney announced that topics for discussion in Executive Session were six (6) items. Under C.R.S. § 24-6-402(4)(e) there was one item which was a Purchase and Sale Agreement - The Schoolhouse Property and under C.R.S. § 24-402(4)(b) there were five (5) items, the first was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354, the second was to receive legal advice on specific legal questions concerning Article XIV of the Town of Parker Home Rule Charter and Article 11 of title 31 of the Colorado Revised Statutes (initiative petitions), the third was to receive legal advice on specific legal questions concerning Colo. Rev. Stat. § 32-1-207(3)(b), "45-day Notice" from Parker Automotive Metropolitan District, the fourth was to receive legal advice on specific legal questions concerning Capital Pledge Agreement between Reata Ridge Metropolitan District Nos. 1 and 2 and the fifth was to receive legal advice on specific legal questions concerning HB 19-1234, concerning allowing delivery of regulated marijuana.

EXECUTIVE SESSION

Joshua Rivero moved and Debbie Lewis seconded to go into Executive Session at 5:37 P.M. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to 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).

The motion was approved unanimously.

John Diak moved and Debbie Lewis seconded to come out of Executive Session at 6:25 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to recess the regular meeting at 6:25 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the Town Council meeting at 7 p.m.

Youth from the audience led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Mayor Waid recognized the Fall 2019 Police Department Citizens Academy and presented each with a certificate.

Chief David King thanked Chris Peters and Bri Rock for organizing the academy. There have been 25 academies to date.

PARKER CHAMBER OF COMMERCE UPDATES

None.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Jeff with the Downtown Business Alliance provided an update on their activities.

PUBLIC COMMENTS

Chris Rawson spoke on trails and bike paths and asked that a resolution be passed regarding people who live in all types of housing are made to feel welcome in the Town of Parker.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they each attended since the last Council meeting.

Kristen Schledorn, Deputy Town Attorney, provided an update on the Citizens Initiative on behalf of the Town Clerk.

CONSENT AGENDA

A. APPROVAL OF MINUTES - October 7, 2019 and October 21, 2019

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

Department: Community Development, Carolyn Washee-Freeland
Second Reading: November 18, 2019

C. ORDINANCE NO. 1.523.5 First Reading
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey
Second Reading: December 2, 2019

D. ORDINANCE NO. 9.302 - First Reading
A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Cherry Creek Upstream of Cherry Creek Reservoir By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker, and Douglas County

Department: Engineering/Public Works, Jacob James
Second Reading: November 18, 2019

E. RESOLUTION NO. 19-090
A Resolution to Amend Resolution 14-028, Series of 2014, Concerning the Town of Parker, Colorado, Policy for Access to Criminal Justice Records

Department: Police, Commander Andrew Coleman

F. RESOLUTION NO. 19-094
A Resolution to Adopt the Town of Parker, Colorado, 2019 Three-Mile Area Plan

Department: Community Development, Carolyn Washee-Freeland

G. RESOLUTION NO. 19-095
A Resolution Approving the Form of Capital Pledge Agreement Between Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2

Department: Town Attorney, Kristin Schledorn

H. CONTRACTS OVER $100,000

2019 Townwide Concrete Replacement Program (CIP19-006) Contract Modification
Amount: $235,000
Contractor: Stone & Concrete, Inc
Department: Engineering and Public Works, Danny Smith

Joshua Rivero moved and Debbie Lewis seconded the motion to approve Consent Agenda Items 7A through 7H.

The motion passed unanimously.

PUBLIC HEARINGS

A. ORDINANCE NO. 1.539 - First Reading
A Bill for an Ordinance to Adopt the 2020 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

Second Reading: December 2, 2019

7:23 P.M.
The 2020 Town of Parker Annual Budget has been prepared for Town Council consideration and approval.

Staff is required by Town Charter to submit a budget for the coming year to Council prior to October 15, 2019. The document was emailed to Council on Wednesday, October 9, 2019, and posted on the Town of Parker Internet site on Friday, October 11, 2019, in compliance with that requirement. In addition, a budget retreat was held on September 27, 2019, where the Town budgets were reviewed. On October 28, 2019, a study session was held with Council.

The projected budget is balanced across all funds. The General Fund cash balance meets the requirement of maintaining at least a 25% reserve equal to the total annual General Fund appropriations.

Public Comment - None

Public Hearing was closed at 7:47 P.M.

John Diak moved to approve Ordinance No. 1.539 and to schedule the second reading and Public Hearing for December 2, 2019.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

B. NEWLIN CROSSING FILING NO. 1 - Minor Development Plat

Applicant: Plan West - Representative, David Brehm

Location: Generally located at the northeast corner of Mainstreet and Chambers Road

Department: Community Development, Carolyn Parkinson

TRAKiT No.: SUB19-013

7:48 P.M.
The subject property was annexed into the Town in 2016 and zoned as the Newlin Crossing Planned Development (PD). The PD zoning allows up to 450 residential units, 14.5 acres of commercial development and approximately 19 acres of open space. As required by the Annexation Agreement, the Minor Development Plat (MDP) includes separate tracts (O, P) for the future Newlin Gulch Trail. This is a regional trail that will be constructed through the

subject property with future development and connect to existing segments that have been constructed north and south of the site.

If approved, the proposed MDP will create unbuildable tracts that may be sold to developers but are not yet developable. The purchasers of the unbuildable tracts will need to plan and design their development projects, submit development applications for review and obtain approvals from the Town. This process will address residential subdivision design; commercial site plan design; the parks, trails and open space system and all I infrastructure necessary to support development.

Staff has reviewed the proposed MDP against the Parker 2035 Master Plan and has determined that the request is consistent with the goals of the Plan. The proposal would create tracts for future residential and commercial use with an internal street network and parks, trails and open space that are consistent with Medium Density Residential and Neighborhood Commercial Center designations in the Master Plan for this area.

David Brehm of Plan West, explained the 16 parcels and was available for questions.

Public Comment;
* Chris Rawson, 20506 Willowbend Lane, asked that a sidewalk be built.
* Ray Traffis - 10680 Stonemeadow Dr., stated it would impact five property owners and their families and asked that it be referred back to the Planning Commission.
*Julie Swear (sp), Stonemeadow Dr., echoed Mr. Traffis.
*Chris Short, Stonemeadow, echoed Mr. Traffis.

The Public Hearing was closed at 8:11 P.M.

Joshua Rivero moved to approve Newlin Crossing Filing No. 1 - Minor Development Plat.

John Diak seconded the motion.

The motion was approved 4-1. (Toborg voted no.)

ORDINANCES

A. ORDINANCE NO. 3.01.120 - Second Reading
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code Regarding Hemp Operations in Light Industrial Zone Districts

Department: Community Development, Bryce Matthews

The Town Council approved an emergency ordinance on May 20, 2019 establishing a 180-day suspension on approving new hemp processing and storage uses within the Town. The purpose of this suspension was to give the Town time to research the unique issues related to uses involving hemp and prepare amendments to the Parker Municipal Code to address them especially where processing is involved.

The proposed ordinance will amend the Municipal Code at Chapter 13, Land Development Ordinance, to:

1. Include certain definitions that relate to hemp and hemp processing;
2. Allow limited industrial hemp processing in the Light Industrial zone district;
3. Not allow the initial processing of raw industrial hemp in any zone district in Town;
4. Not allow the storage of raw hemp in any zone district in Town;
5. Not allow the growing of hemp in the light industrial district; and
6. Address potential nuisance impacts associated with uses involving hemp

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 3.01.120 on second reading.

Debbie Lewis seconded the motion.

The motion was approved 4-1. (Poage voted no.)

B. ORDINANCE NO. 9.286.1 - Second Reading
A Bill for an Ordinance to Approve the First Amendment to an Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Cost Sharing for the Dransfeldt Road Extension

Department: Engineering/Public Works, Chris Hudson

The purpose of this ordinance is to approve an amendment to the Intergovernmental Agreement (IGA) with Douglas County for the conceptual/preliminary design of the proposed Dransfeldt Road extension project. This IGA is needed to formalize negotiations and jointly fund the conceptual/preliminary design effort.

Public Comment

* Mike Smith,11321 Dransfeldt Rd., Denver Pope Limited Partnership, stated it will impact their farm. They have worked out details with Douglas County and guidelines have been put in

place. They are satisfied with the amendment.
* Pat Bredan (sp), see Mr. Smith's comments.

Chris Rawson, asked that the amenities (sidewalks for bike and foot traffic) be added.

Debbie Lewis moved to approve Ordinance No. 9.286.1 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 3.01.121 - Second Reading
A Bill for an Ordinance to Amend Subsections 13.12.030(c), (d) and (e), 13.12.040(b), (c) and (e) of the Parker Municipal Code Concerning Commercial Wireless Communications Facilities

Department: Community Development, Bryce Matthews
Engineering/Public Works, Alex Mestdagh

The proposed ordinance will update the Parker Municipal Code, Chapter 13.12 Wireless Communication Facilities, as provided below:

1. Set consistent height standards for small cell facilities that are located in the Town right-of-way with different heights for local residential streets versus busy collector and arterial roads;
2. Clarify additional submittal requirements as determined by the Town for small cell facilities;
3. Increase the fee for the review of proposed small cell facilities; and
4. Clarify height requirements for roof mounted wireless communication facilities.
Add more from staff report.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 3.01.12 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:51 P.M.

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Carol Baumgartner, Town Clerk Mike Waid, Mayor

TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 18, 2019

Mayor Mike Waid called the meeting to order at 5:30 P.M. Councilmember Renee Williams was absent.

Town Attorney Jim Maloney announced that topics for discussion in Executive Session were eight (8) items. Under C.R.S. § 24-6-402(4)(e) there were four (4) items, the first was proposed extension of plats/subdivision agreements for Compark Village South concerning Belford Avenue, the second was proposed extension of the plats/subdivision agreements for Trails at Crowfoot Filing Nos. 9 through 13, the third was proposed administrative extension to the Submittal Deadline for sketch and preliminary plan for Segment 1 of the Anthology North Property, and the fourth was listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) Eastmain Property, and under C.R.S. ↑-6-402(4)(b) there were four (4) items, the first was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of centennial, et al., Douglas County District Court, Case No. 2018CV030354, the second was to receive legal advice on specific legal questions concerning HB 19-1234 concerning allowing delivery of regulated marijuana, the third was to receive legal advice on specific legal questions concerning Richmond defaults: Overlook at Cherry Creek Filing Nos. 1, 2 and 3, and Stroh Ranch Filing Nos. 17B and 17C, and the fourth was to receive legal advice on specific legal questions concerning November 5, 2019 Special Election.

EXECUTIVE SESSION

Joshua Rivero moved and Debbie Lewis seconded to go into Executive Session at 5:31 P.M. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e) and to 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).

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to come out of Executive Session at 6:50 P.M.

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to recess the regular meeting at 6:52 P.M.

The motion was approved unanimously.

Mayor Waid reconvened the meeting at 7:00 P.M.

Cub Scout Troop #841 led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Douglas County Community Foundation was present and provided information on Colorado Gives Day which is set for December 10, 2019.

Mayor Waid recognized the 2019 Parker Civic Academy and presented each participant with a certificate.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Council reported on meetings they each attended since the last regular meeting.

CONSENT AGENDA

A. *ORDINANCE NO. 1.540 - First Reading*
A Bill for an Ordinance to Levy General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2020 Budget Year

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

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

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

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

Department: *Engineering/Public Works, Tom Williams*
Engineering/Public Works, Jacob James
Second Reading: *December 2, 2019*

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

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

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

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

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

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

G. BELFORD METROPOLITAN DISTRICTS
Department: Attorney, Kristin Schledorn
Second Reading: December 2, 2019

1. ORDINANCE NO. 9.303 - First Reading
A Bill for an Ordinance Approving an Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford North Metropolitan District

2. ORDINANCE NO. 9.304 - First Reading
A Bill for an Ordinance Approving an Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford South Metropolitan District

3. RESOLUTION NO. 19-102
A Resolution Approving the Form of Intergovernmental Agreement Regarding Funding of Green Acres Tributary Improvements Design Between Compark Business Campus Metropolitan District and Belford South Metropolitan District

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

Department: Town Attorney, Kristin Schledorn

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

Department: Town Attorney, Kristin Schledorn

Joshua Rivero moved to approved Consent Agenda Items 5A through 5I.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES

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

Department: Community Development, Carolyn Washee-Freeland

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

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

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 3.326.2 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 9.302 - Second Reading
A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Cherry Creek Upstream of Cherry Creek Reservoir By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker, and Douglas County

Department: Engineering/Public Works, Jacob James

This ordinance is to approve an Intergovernmental agreement between the Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker and Douglas County to fund an update to the Cherry Creek master plan document. The existing master plan document is 15 years old and in need of updating to incorporate existing standards and stabilization methods.

This project is included in the Stormwater Division's 2019 approved budget for $20,000.

The Cherry Creek Major Drainage Plan completed by URS in 2004 is a collaborative document used by the Mile High Flood District and local governments to guide the stabilization needs of the creek. This document provided an assessment of the creek in 2004 and identified stabilization needs at that time. The document also provided anticipated needs in the future as development within the basin occurs causing the creek to degrade. Over the past 15 years numerous projects have been completed on Cherry Creek and the watershed has experienced significant growth. The Mile High Flood District and local government partners desire to update this document to reflect the projects that have been completed, set priorities for projects moving forward and also incorporate standards of practice that have evolved.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 9.302 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

PUBLIC COMMENTS CONTINUED IF NECESSARY

The meeting was adjourned at 7:43 P.M.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

Request for Town Council Action

Date: December 2, 2019

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.391.1 - First Reading**
A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning the Town Administrator
Department: Town Attorney, Kristin Schledorn
Second Reading: January 6, 2020

EXECUTIVE SUMMARY

Passage of the ballot measures concerning the personnel manual and emergency powers necessitates changes to Section 2.03.020 of the Parker Municipal Code concerning the Town Administrator's functions and duties.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the November 5, 2019 Special Election, the Parker voters approved amendments to the Town of Parker Home Rule Charter concerning emergency powers (Section 15.14) and the personnel manual (Section 15.19). Those amendments necessitate changes to Section 2.03.020, concerning the Town Administrator's functions and duties.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.391.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.391.1 on first reading and to schedule second reading for January 6, 2020, as part of the consent agenda.

ORDINANCE NO. 1.391.1 , Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.03.020 OF THE PARKER MUNICIPAL CODE CONCERNING THE TOWN ADMINISTRATOR

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

Section 1. Section 2.03.020 of the Parker Municipal Code is amended to read as follows:

2.03.020 Town Administrator; functions and duties

(b) The Town Administrator shall in general have the following functions and duties:

* * *

(2) Appoint, suspend, transfer and remove all employees of the Town subject to the personnel regulations of the Town ~~**adopted by the Town Council**~~.

* * *

(e) The Town Administrator shall have the following additional functions and duties:

* * *

(16) To exercise and perform all administrative functions of the Town that are not imposed by the Charter or this Article upon some other official. ~~**Notwithstanding any other provisions in the Charter to the contrary, the**~~ **The** Town Administrator may, in the event of an emergency, exercise complete administrative authority over any department, department head or Town employee and all Town-owned property. The Town Administrator shall determine when such emergency exists. It is the intent of this Paragraph to delegate to the Town Administrator the authority within Sections 15.14 and 15.15 of the Charter to provide for the continuity of government and to provide for the necessary organization, powers and authority to enable the timely and effective use of all available Town resources to prepare for, respond to and recover from civil emergencies, emergencies or local disasters. It is also intended to grant as broad a power as permitted within the letter of the Charter and the Town Council-Town Administrator form of government, including but not limited to, upon the declaration of an emergency, the authority to establish a curfew, order an evacuation, regulate distribution of food and water, close businesses, limit sales of alcohol, firearms and explosives, close streets,

buildings and transportation routes, commandeer private property, appropriate funds, temporarily close governmental offices, including the Municipal Court, in the event that conducting court operations is not practical or prudent, and issue any order believed necessary to protect the Town. The Town Council retains the power to direct the Town Administrator during the pendency of a declaration.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date:	December 2, 2019
Submitted By:	Danny Smith, Operations Manager, Streets & Stormwater Maintenance
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-096** **A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Single Source Contract Concerning the 2020 Parker Townwide Chip Seal/Slurry Program**
Department:	**Engineering and Public Works, Danny Smith**

EXECUTIVE SUMMARY

The Engineering and Public Works Department is preparing projects for 2020 street maintenance projects, which also includes the annual chip seal / slurry seal project. The competitively bid 2019 solicitation for chip seal / slurry seal included notice to bidders that two (2) optional additional one year renewals were available for the Town to exercise.
The Department desires to negotiate unit pricing with the vendor, Vance Brothers, Inc., to enter into a contract for 2020 chip seal / slurry seal services, utilizing the optional contract renewal. The renewal will streamline the project preparation process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The 2018 and 2019 solicitation resulted in bids from only two vendors. Vance Brothers, Inc provide the lowest bid and provided quality products and service to the Town in 2019. Staff are of the opinion that exercising the optional renewal is the best course of action, allowing continuity of both product and service for the Town's pavement management program.

FINANCIAL IMPACT

The proposed 2020 Streets Maintenance Division budget includes funding for resurfacing which encompasses multiple pavement management strategies, including chip seal and slurry seal.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 19-096

RECOMMENDED MOTION

I move to approve Resolution No. 19-096, as part of the consent agenda.

RESOLUTION NO. 19-096, Series of 2019

TITLE: A RESOLUTION TO DETERMINE, UPON RECOMMENDATION OF THE TOWN ADMINISTRATOR, THAT THE PUBLIC INTEREST WILL BE SERVED BY A SINGLE SOURCE CONTRACT CONCERNING THE 2020 PARKER TOWNWIDE CHIP SEAL/SLURRY PROGRAM

WHEREAS, on April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Home Rule Charter (the "Amendment");

WHEREAS, the Amendment allows the Town Council to award contracts for the construction of public works in the manner established by ordinance;

WHEREAS, on April 18, 2005, the Town Council, pursuant to the Amendment, established by ordinance the procedure for awarding contracts for the construction of public works (the "Public Works Ordinance");

WHEREAS the Public Works Ordinance provides that public works projects in excess of $100,000 shall be by bid "unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor;"

WHEREAS, the bid packet for the 2019 Townwide Chip Seal/Slurry Program (CIP19-005) (the “2019 Project”) included notice to bidders that the solicitation included an option to renew the contract with price adjustments for two (2) additional one-year periods;

WHEREAS, the 2019 Program was awarded to Vance Brothers, Inc. (the “Contractor”) (the “2019 Contract”);

WHEREAS, due to the performance of the Contractor concerning the 2019 Program, the Director of Engineering/Public Works is recommending that the 2019 Contract be renewed with the Contractor to include the 2020 Townwide Chip Seal/Slurry Program (the “2020 Project);

WHEREAS, the Town Administrator recommends that the public interest will be best served by renewing the 2019 Contract with the Contractor to include the 2020 Program; and

WHEREAS, the Town Council of the Town of Parker believes that the public interest will be best served by renewing the 2019 Contract with the Contractor to include the 2020 Program.

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

Section 1. The Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by renewing the 2019 Contract with the Contractor to include the 2020 Program, as provided by Chapter 11.13 of the Parker Municipal Code, as amended.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-100**
A Resolution to Amend the Administrative Organization Plan for the Town of Parker
Department: Town Administrator, Michelle Kivela

EXECUTIVE SUMMARY

The Town Administrator is responsible for proposing a plan for the administrative organization of the Town (the "organization plan"), subject to Town Council approval. The Town Administrator wishes to amend the organization plan and requests Town Council approval of the proposed amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under Section 2.03.020(e)(l0) of the Parker Municipal Code, the Town Administrator is responsible for proposing the organization plan for adoption by Town Council. The Town Administrator is proposing an amendment to the organization plan, which is described in Resolution No. 19-100.

The amended organization plan shifts the oversight of the Economic Development Division from the Community Development Director to the Town Administrator. The adjustment allows for improved communication and guidance between the Town Administrator's office, the elected officials and economic development staff. This is also consistent with the placement and oversight of the economic development function in other municipalities.

Attached for the Town Council's information is the current organizational chart and the proposed organizational chart illustrating the proposed changes.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 19-100
2. Proposed Organizational Chart 1.1.20
3. Current Organizational Chart 7.16.18

RECOMMENDED MOTION

I move to approve Resolution No. 19-100, as a part of the consent agenda.

RESOLUTION NO. 19-100, Series of 2019

TITLE: A RESOLUTION TO AMEND THE ADMINISTRATIVE ORGANIZATION PLAN FOR THE TOWN OF PARKER

WHEREAS, Section 2.03.020(e)(10) of the Parker Municipal Code authorizes the Town Administrator to "propose for adoption by Council, at any time or from time to time, a plan of administrative organization of the Town government, which plan shall be adopted by the Council by resolution or ordinance;

WHEREAS, the Town Administrator proposes amendments to the administrative organization plan of the Town government; and

WHEREAS, The Town Council desires to approve the amendments proposed by the Town Administrator.

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 administrative organization plan for the Town of Parker, as amended, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

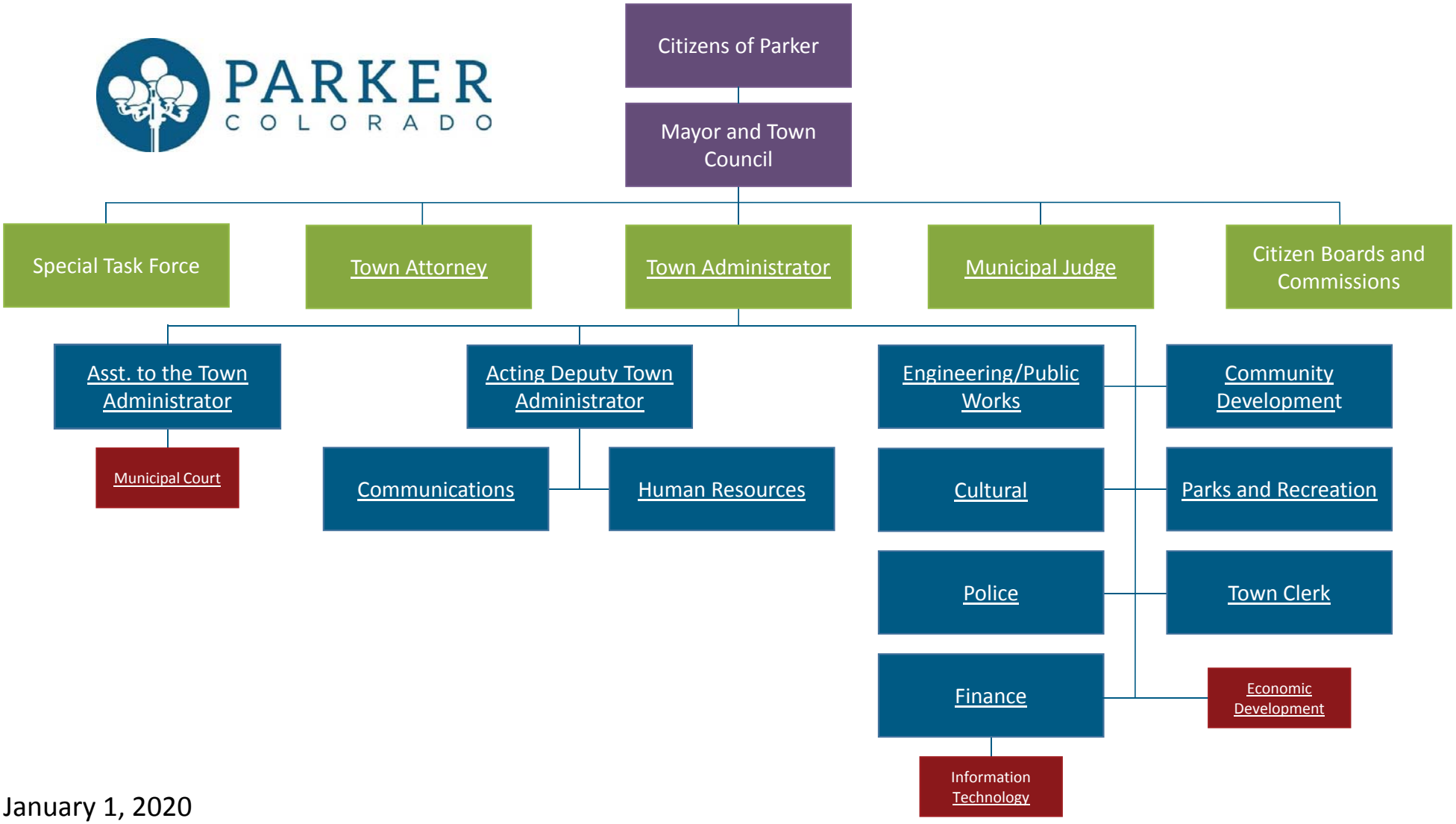
TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

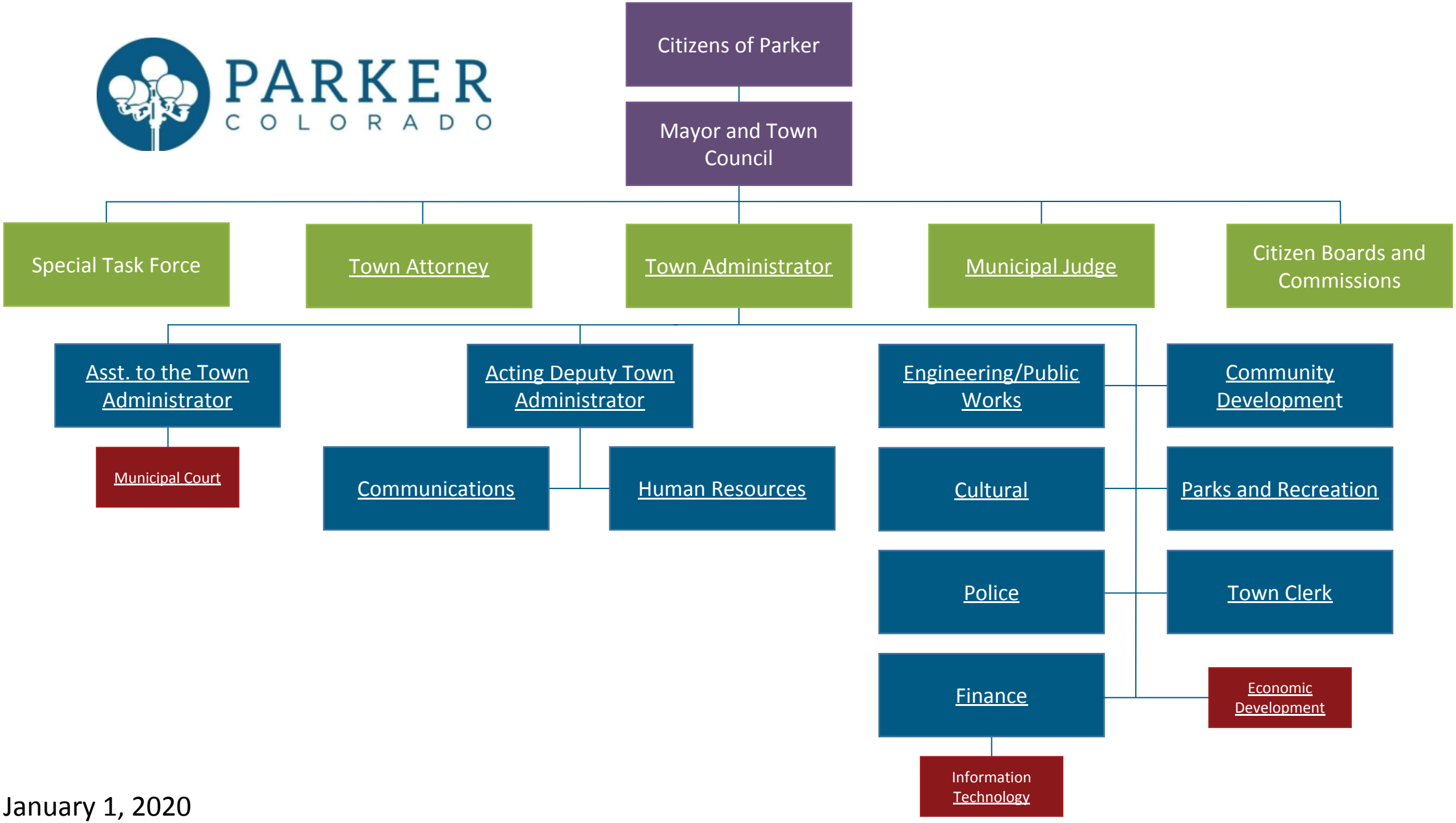
_____
Carol Baumgartner, Town Clerk

EXHIBIT A



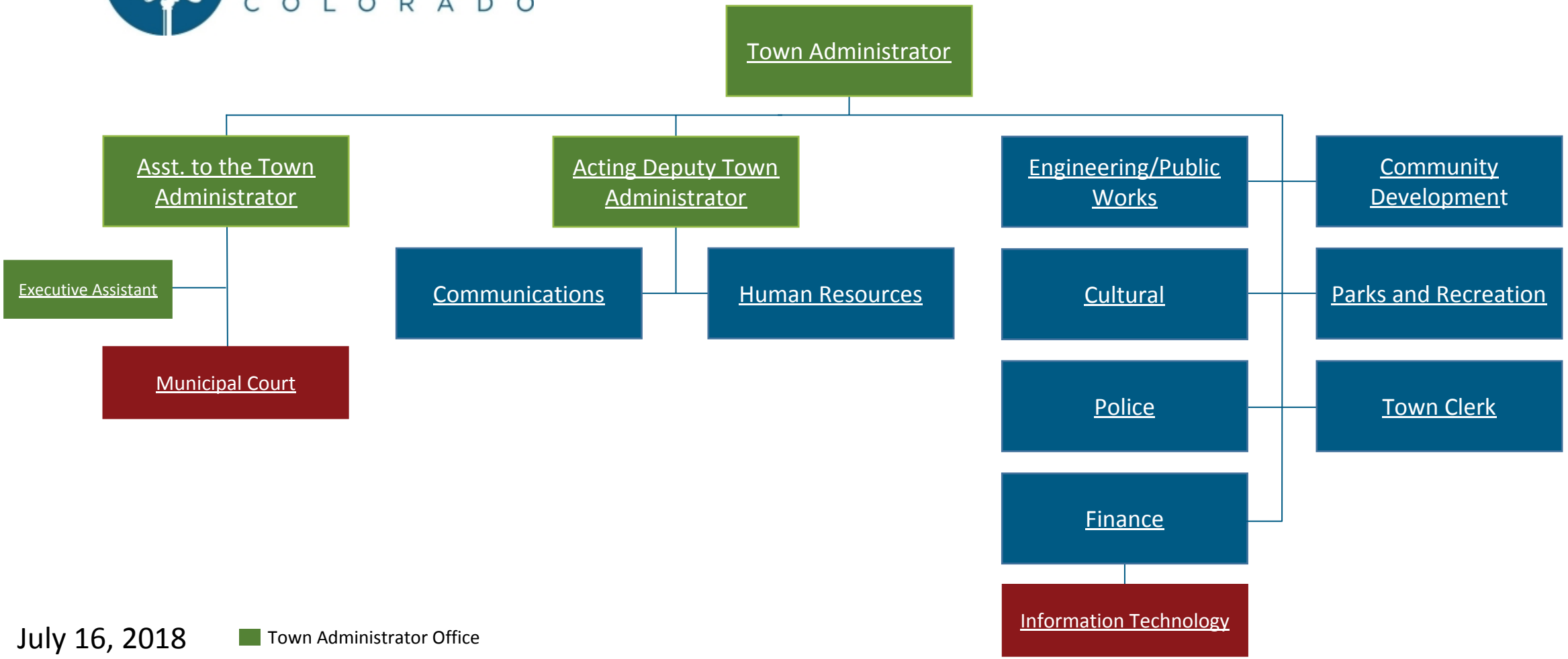
January 1, 2020

PARKER
COLORADO



January 1, 2020

PARKER
COLORADO



July 16, 2018

Town Administrator Office

Department

Division

PARKER
COLORADO

Request for Town Council Action

Date:	December 2, 2019
Submitted By:	Stacey Nerger, Senior Planner Alex Mestdagh, Engineering Service Manager John Fussa, Community Development Director Tom Williams, Director Eng/PW
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-103** **A Resolution to Allow a Partial Waiver of Section 13.07.080(h)(2) of the Parker Municipal Code to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 9 Through 13 Through December 31, 2020**
Department:	**Engineering and Public Works, Alex Mestdagh** **Community Development, Stacey Nerger**

EXECUTIVE SUMMARY

E5X Management is the developer of the Trails at Crowfoot residential project that is currently under construction on the east side of Crowfoot Valley Road in the southern section of Town. They are requesting a partial waiver from the Land Development Ordinance (LDO) to extend the approvals for the Trails at Crowfoot Filings No. 9 through No. 13 Final Plats to December 31, 2020. E5X Management is requesting the extension of approvals to provide additional time to finalize their developments and the sale of land with prospective builders. They also require additional time to address comments recently issued by Douglas County about North Pinery Parkway.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Trails at Crowfoot residential development is located in the southwest section of Town between Crowfoot Valley Road and Cherry Creek and south of the existing Richlawn Hills subdivision. The majority of this development is planned for detached single-family homes with a component of attached single-family homes, a small commercial development and large park to be dedicated to the Town.

The developer is E5X Management and their approved, phased construction has been divided into 13 separate filings. These consist of two (2) filings that address the required major roads

and utility infrastructure and 11 filings that create residential lots, a commercial tract, parks and open and the local infrastructure to serve them.

The Trails at Crowfoot's 13 separate filings or final plats were approved by the Town on May 3, 2018. The LDO requires that a developer record plats and their associated subdivision improvement agreements within 90 days of approval. E5X Management requested a 30-day administrative extension of these approvals, as allowed by LDO, that the Planning Director approved on August 3, 2018. They subsequently requested an additional extension of the approvals that the Town Council approved on August 20, 2018 through December 31, 2018. E5X Management then recorded the final plats for Filing No. 1 through Filing No. 8 but was not ready to record the final plats for Filing No. 9 through Filing No. 13 prior to the December 31, 2018 expiration. On December 3, 2018, E5X Management requested and the Town Council approved a further extension of Filings 9 through 13 for an additional year through December 31, 2019.

The developer, E5X Management, is requesting an additional extension of approvals for Filings 9 through 13 to allow additional time to finalize the developments and sale of land to residential builders before the final plats are recorded. In addition, Douglas County has recently requested changes to the alignment and design of North Pinery Parkway that require additional time to address. E5X Management will need to amend the Filing No. 9 final plat to include additional right-of-way to satisfy the County's request. E5X Management's requested extension of approvals would allow time for them to address remaining issues and complete the redesign of North Pinery Parkway.

Staff has requested that E5X Management provide a sign easement to be dedicated to the Town along North Pinery Parkway where the future road transitions from Parker to unincorporated Douglas County. The sign easement would allow for a future gateway sign at what will be a major entrance to Town and represents an additional public purpose or benefit.

Town Council is advised that if the requested extension of approvals is not granted, the final plats for Filings 9 through 13 will expire. The developer would then be required to start over and resubmit final plat applications for the final sections of Trails at Crowfoot.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 19-103
2. VicinityMap

RECOMMENDED MOTION

I move to approve Resolution No. 19-103, as part of the consent agenda.

RESOLUTION NO. 19-103, Series of 2019

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.07.080(h)(2) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE FINAL PLATS FOR THE TRAILS AT CROWFOOT FILING NOS. 9 THROUGH 13 THROUGH DECEMBER 31, 2020

WHEREAS, the Town Council of the Town of Parker approved the final plats for The Trails at Crowfoot Filing Nos. 1 through 13 on May 3, 2018 (the "Final Plats");

WHEREAS, Section 13.07.080(h)(1) of the Parker Municipal Code provides that the failure "to submit all required documentation, including applicable security, within ninety (90) days [of approval] shall render approval of the final plat 'null and void';"

WHEREAS, Section 13.07.080(h)(2) of the Parker Municipal Code allows the Planning Director to grant "no more than one (1) extension of time, of no more than thirty (30) days . . .;"

WHEREAS, the Planning Director provided a 30-day extension of time on August 3, 2018;

WHEREAS, one hundred twenty (120) days will have passed since the approval of the Final Plats on May 3, 2018, and the property owner did not provide the Town with the "applicable security" required by Section 13.07.080(h) of the Parker Municipal Code;

WHEREAS, the Town Council approved Resolution No. 18-058, Series of 2018, to extend the expiration date of the Final Plats for Filing Nos. 1 through 13 to December 31, 2018;

WHEREAS, the Town Council approved Resolution No. 18-058.1, Series of 2018, to extend the expiration date of the Final Plats for Filing Nos. 9 through 13 to December 31, 2019;

WHEREAS, the owners of the real property subject to the Final Plats for Filing Nos. 9 through 13 request that the Town Council partially waive Section 13.07.080(h)(2) of the Parker Municipal Code and extend the expiration date of the Final Plats to December 31, 2020, in order to address changes to N. Pinery Parkway that were requested by Douglas County; and

WHEREAS, the expiration date of the Final Plats can only be granted by Town Council under Section 13.01.090 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest.

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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Final Plats for Filing Nos. 9 through 13 through December 31, 2020.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

Trails at Crowfoot Plat Extension

Filing No. 9 - 13 Plat Extension
Case No.SUB19-045

Legend

- Site
- Roads

Narrative:
Proposed partial waiver from the Town Land Development Ordinance to extend the Trails at Crowfoot Filing No. 9 - 13 Final Plats to December 31, 2020.

Planner: Stacey Nerger
Hearing Schedules:

Town Council:
December 2, 2019

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-106**
A Resolution to Appoint New Members and Alternates to the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson
Department: Town Council

EXECUTIVE SUMMARY

The Town Council appoints the chairperson, vice chairperson, regular members and alternate members for the Special Licensing Authority, as provided by the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 5.08.050 of the Parker Municipal Code provides that the term of Authority members is two years and alternates is one year. One regular member resigned and another regular member requests an appointment as an alternate. As a result, the recommendation is for two alternates to become regular members, one of the regular members will become an alternate and the remaining regular member will be reappointed. One vacancy will remain for an alternate position to be filled in the future. Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint a Chairperson and Vice Chairperson.

The purpose of this resolution is to appoint three regular members, one alternate member, a Chairperson and a Vice Chairperson.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 19-106

RECOMMENDED MOTION

I moved to approved Resolution 19-106 as part of the consent agenda.

RESOLUTION NO. 19-106, Series of 2019

TITLE: A RESOLUTION TO APPOINT NEW MEMBERS AND ALTERNATES ON THE TOWN OF PARKER SPECIAL LICENSING AUTHORITY AND TO APPOINT THE CHAIRPERSON AND VICE CHAIRPERSON

WHEREAS, the term of one (1) member of the Authority expires on December 31, 2019;

WHEREAS, the terms of the two (2) alternates of the Authority expires on December 31, 2019;

WHEREAS, the Town Council of the Town of Parker desires to appoint new members and alternates, as described herein;

WHEREAS, Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint one member of the Authority to be Chairperson and one member to be Vice Chairperson of the Authority; and

WHEREAS, the Town Council desires to appoint a new Chair and Vice Chair for the Authority.

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 appoints two (2) members to the Authority for the term ending December 31, 2021, one (1) member to the Authority for the term ending December 31, 2020, and appoints one (1) alternate to the Authority for the term ending December 31, 2020, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints David Chung as the Chairperson for the Authority.

Section 3. The Town Council of the Town of Parker hereby appoints Kelli Narde as the Vice Chairperson for the Authority.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

1. Appointment of two (2) regular Special Licensing Authority members for a term up to and including December 31, 2021.

    a. Mike Appleby
    b. Bryan Campbell

2. Appointment of one (1) regular Special Licensing Authority member for a term up to and including December 31, 2020.

    a. Jon Brusco

3. Appointment of one (1) alternate Special Licensing Authority member for a term up to and including December 31, 2020.

    a. Steve Conner

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Councilmember Joshua Rivero

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-108**
A Resolution in Support of Colorado Gives Day in Parker, Colorado, on December 10, 2019, as Promoted by the Douglas County Community Foundation

Department: **Town Council**

EXECUTIVE SUMMARY

The Town Council desires to supports local philanthropic giving and proclaim December 10, 2019, as Colorado Gives Day in Parker, Colorado.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Colorado Gives Day, as promoted by Douglas County Community Foundation (the "Foundation"), is an annual statewide movement to celebrate philanthropy and increase online giving. Colorado Gives Day is the largest day of philanthropic giving in the state. Colorado Gives Day promotes a 24-hour period to give where you live. Coloradans are encouraged to participate in Colorado Gives Day, because all donations make a difference to nonprofits like the Foundation that are working to improve the quality of life in our communities.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

ATTACHMENTS

1. Resolution No. 19-108

RECOMMENDED MOTION

I move to approve Resolution No. 19-108, as part of the consent agenda.

RESOLUTION NO. 19-108, Series of 2019

TITLE: A RESOLUTION IN SUPPORT OF COLORADO GIVES DAY IN PARKER, COLORADO, ON DECEMBER 10, 2019, AS PROMOTED BY THE DOUGLAS COUNTY COMMUNITY FOUNDATION

WHEREAS, the Douglas County Community Foundation is dedicated to inspiring generosity, supporting local nonprofits, and champions awareness of hidden, local needs; and

WHEREAS, the Douglas County Community Foundation is matching donors with effective local nonprofits, focused on improving the quality of life for Douglas County citizens; and

WHEREAS, Colorado Gives Day is an annual statewide movement to celebrate philanthropy and increase online giving; and

WHEREAS, Colorado Gives Day is the largest day of philanthropic giving in the state; and

WHEREAS, Colorado Gives Day promotes a 24-hour period to **give where you live**; and

WHEREAS, Coloradans are encouraged to participate in Colorado Gives Day because all donations make a difference to nonprofits working to improve the quality of life in our communities;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, supports local philanthropic giving and proclaims December 10, 2019, as Colorado Gives Day in Parker, Colorado.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Elaine Mariner, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Give 5 Productions - Production of Mamma Mia**

Amount: **$135,000**
Contractor: **Give 5 Productions**
Department: **Cultural, Elaine Mariner**

EXECUTIVE SUMMARY

This agenda item is to request Council approval of a Performance Agreement with Give 5 Productions for production services for the musical "Mamma Mia", which will be presented in summer of 2020. Council previously approved Give 5 Productions as one of three companies to receive a Master Agreement awarded under SOQ-19- 005. The maximum production costs will not exceed $135,000, which includes a base production fee of $120,000 plus a bonus of $5,000 if the show capacity reaches 75% of house, and an additional $10,000 if the show capacity reaches 85% of house.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Mamma Mia will be announced in February and we expect ticket sales to be very strong, since it is a much-anticipated title. At 16 performances, this production will be the second-largest event in our presented season. Based on an estimated 85% capacity, the estimated gross ticket revenue is $221,000.

FINANCIAL IMPACT

Total production expenses and revenues for the theatrical season have been approved as part of the 2020 budget.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Elaine Mariner, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Fifth Amendment to Agreement for Professional Services (for advertising purchased for the Town of Parker's Cultural Department)**

Amount: **$207,000.00**
Contractor: **Evolution Agency, LLC**
Department: **Cultural, Elaine Mariner**
Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to approve the Fifth Amendment to the Agreement for Professional Services with Evolution Communications agency, which is the media agency of record for Parker Arts. This will be the fifth and final year that they are assisting with buying and placing our media, as an RFP will be required in 2021. The total budget impact for 2020 will not exceed $207,000, which is $33,000 lower than the 2019 media expenses. This fee will be split among digital, print, social media, and SEO efforts. The budget also includes a 15% agency fee, which is standard for the industry.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Evolution has been placing media for the Cultural Department since 2016. As the Town and surrounding areas continue to grow, keeping top of mind awareness is key, so we are recommending renewing the media contract with Evolution in 2020 via an amendment. In an effort to streamline our expenses, the overall media budget has been decreased by $33,000 from 2019. We have reevaluated our past spending on metro-wide media (TV, radio, etc.) and are re-focusing our efforts in 2020 on geo-targeting patrons within a 20 mile radius of our venues.

FINANCIAL IMPACT

Digital Display Advertising	$69,260.00
SEO/Organic Social Media	$31,304.35
Out of Home	$26,087.83
Print	$21,479.13
Paid Search Efforts	$15,039.13

Contingency Fund	$8,695.65
Paid Social Media	$8,133.91
Total Paid Media Spend	**$180,000.00**
15% agency commission	$27,000.00
Total 2020 Media	**$207,000.00**

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	December 2, 2019
Submitted By:	Paul Workman, Senior Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**UNPLATTED LOOKING GLASS SEGMENT 1 - Sketch and Preliminary Plan**
	Applicant: **JEN Colorado 18, LLC, Larry Jacobson**
	Location: **Generally located at the southwest corner of Crowfoot Valley Road and Stroh Road**
	Department: **Community Development, Paul Workman**
	TRAKiT No.: **SUB19-021 & SUB19-022**

EXECUTIVE SUMMARY

The subject application is for the Hess Ranch Planned Development which is being marketed as Looking Glass by the developer, JEN Colorado 18, LLC. They applied for and received approval from the Town Council for the following on August 19, 2019:

1. *Infrastructure* Sketch and Preliminary Plan for Segment 1
2. Amendments to the Planned Development Guide and Plan
3. Parks, Trails and Open Space Master Plan

The developer, JEN Colorado 18, LLC, is now requesting approval of the *Development* Sketch and Preliminary Plan for Segment 1 with a total area of 306.7 acres. The Development Sketch and Preliminary Plan include six (6) separate filings containing the following elements:

1. 588 lots for detached single-family homes;
2. A 19.46 acre unbuildable tract for single-family attached (paired) homes;
3. A total of 136.25 acres of open space with local and regional trails;
4. A total of 17.05 acres of parks

The proposed Development Sketch and Preliminary Plan are consistent with the Partial Waiver Resolution that the Town Council approved on May 6, 2019, allowing the development of Hess Ranch to proceed in segments (phases).

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The Hess Ranch Planned Development is located in the southwest section of the Town west of Crowfoot Valley Road, east of Rueter-Hess Reservoir and south of the future Stroh Road extension. Hess Ranch, along with Anthology North, is the largest remaining planned development in the Town and has a total area of 1,536 acres inclusive of the Trails at Crowfoot project currently under construction. The subject property is currently undeveloped and in agricultural use.

The subject property, Hess Ranch Segment 1, was annexed by the Town through two (2) separate annexations: Stroh Ranch in 1984 and Hess Ranch in 2003. It has been planned and zoned for a combination of residential, commercial and parks/open space uses since annexation. The proposed Segment 1 Development Sketch and Preliminary Plan will be served by the future extension of Stroh and Chambers Roads. A new collector street, Spirit Trail Boulevard, will be constructed to connect these two arterial roads. Together, the new roads will support the proposed residential development and connect it to the Town's existing road network. As such, it is consistent with the Transportation Master Plan which is an element of the Parker 2035 Master Plan.

The future segments of the Hess Ranch Planned Development will further extend Chambers and Stroh Roads, create additional connections to the existing road network and provide for an overall expansion of the Town's transportation system. Staff has reviewed the proposed major roads for compliance with the Town's Roadway Design and Construction Criteria Manual standards. Each filing within Segment 1 will have local connections serving public roads, sidewalks and trails that have been reviewed and found to meet the Town's design standards. Where necessary, they will also provide for connections to future segments within Hess Ranch and the Adjacent Anthology North Planned Development.

The Segment 1 Development Sketch and Preliminary Plan incorporate 136.25 acres of open space and 17.05 acres of park space. Within the open space, the applicant is proposing an extensive trail network with a hierarchy of trails ranging from 10-foot wide regional trails to 8-foot wide local trails that are supplemented with soft surface trails. The proposed parks will be provided in six (6) different locations and range in size from one (1) acre to 5.6 acres as shown on the Plan. They are consistent with the Looking Glass (Hess Ranch) Parks, Trail and Open Space Master Plan that was approved by Town Council on August 19, 2019.

The Planning Commission held a public hearing on November 14, 2019, and voted unanimously to recommend that Town Council approve the Looking Glass Segment 1 Development Sketch and Preliminary Plan.

The Planning Commission staff report is attached for additional information and staff comments about the proposal.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Planning Commission Staff Report
2. Vicinity Map
3. Project Narrative
4. Filing Exhibit
5. Overall Sketch and Preliminary Plans
6. Overall Landscape Plan
7. Referral Agency Comments

RECOMMENDED MOTION

I move to approve the Unplatted Looking Glass Segment 1 - Sketch and Preliminary Plan, based on staff findings, with the following conditions contained in the staff report:

1. The applicant shall dedicate utility easements as required on all final plats.

2. All comments provided by Aztec Consultants must be addressed during the final plat process.

3. The applicant shall meet the required setbacks and zoning within the Planned Development Guide.

Planning Commission Staff Report

Planning Commission Date:	**11/14/2019**
Town Council Date:	**12/2/2019**
Hearing Type:	**Public Hearing** **UNPLATTED – LOOKING GLASS SEGMENT 1** **Sketch and Preliminary Plans** **TRAKiT No(s): SUB19-021 and SUB19-022**
Location:	**Southwest corner of Crowfoot Valley Road and Stroh Road**
Project Planner:	**Paul Workman, Senior Planner**
Applicant:	**Larry Jacobson, JEN Colorado 18, LLC**
Executive Summary:	**The applicant is requesting the approval of sketch and preliminary plans for the ability to plat 588 single-family detached residential lots with 136.25 acres of open space and 17.05 acres of park space.**
Staff Recommendation:	**Approval with Conditions**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the proposed Unplatted Looking Glass – Segment 1 Sketch and Preliminary Plans subject to the three (3) conditions in staff's report."

1. ***Utility easements as requested by Public Service Company of Colorado, Intermountain Rural Electric Association and Parker Water and Sanitation District must be shown on the Final Plat.***
2. ***All comments provided by Aztec Consultants must be addressed during the final plat process.***
3. ***The applicant shall meet the required setbacks and zoning within the Planned Development Guide.***

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the proposed Unplatted Looking Glass – Segement 1 Sketch and Preliminary Plans."
-List proposed conditions

"I move the Planning Commission recommend Town Council deny the proposed Unplatted Looking Glass – Segment 1 Sketch and Preliminary Plans as the request does not meet the following approval criteria:"
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the proposed Unplatted Looking Glass – Segment 1 Sketch and Preliminary Plans to a future date."

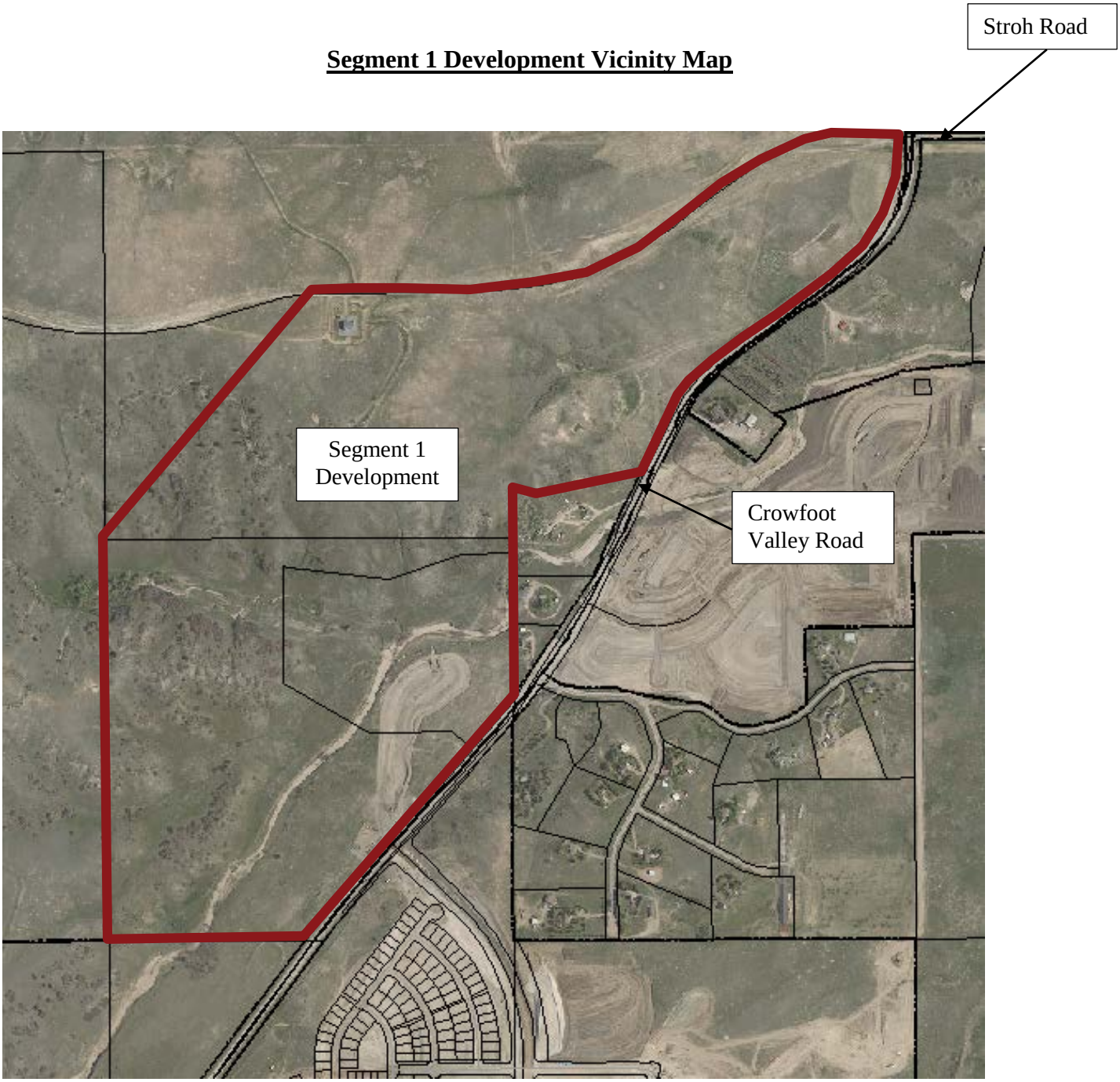
I. BACKGROUND/DISCUSSION

The subject property is generally located at the southwest corner of Crowfoot Valley Road and Stroh Road. The site is currently undeveloped and surrounded by an undeveloped site to the north (Anthology North), unincorporated Douglas County residential development, the Meadowlark development and the Trails at Crowfoot development to the east, undeveloped parcels located in unincorporated Douglas County to the south and the balance of the Hess Ranch development (currently undeveloped) to the west.

The applicant, JEN Colorado 18, LLC, is requesting the approval of the "Development" Sketch and Preliminary Plans for Segment 1 of the Hess Ranch property. The "Development" Sketch and Preliminary Plans will include six separate filings for 588 single-family detached residential lots with 136.25 acres of open space and 17.05 acres of park space. In August of 2019, Town Council approved the "Infrastructure" Sketch and Preliminary Plans for Segment 1 of the Hess Ranch property which approved the major roadway extensions (Stroh Road, Chambers Road and Spirit Trail Boulevard) and associated infrastructure to support the proposed residential lots. The request for the approval of the "Development" Sketch and Preliminary Plans is consistent with the Waiver Resolution approved by Town Council in April of 2019 that allows the applicant to process the subdivision of the property in segments.

The approval of the sketch and preliminary plans does not formally create the lots and associated improvements. Instead, the approval of the applications will allow for the applicant to execute final plats consistent with the Sketch and Preliminary Plans. The Final Plats will create the lots and associated improvements.

Segment 1 Development Vicinity Map



Segment 1 Project Area

	PAIRED HOMES	45'x110'	50'x110'	60'x110'	70'x110'	TOTAL
PA 6	84					84
PA 7		212				212
PA 8			84			84
PA 9			49			49
PA 21			64	64		128
PA 25				71	51	122
TOTAL	84	212	197	135	51	679

II. PRIOR ACTIONS

Date	Action
1984	The east half of the subject property was voluntarily annexed by the Town (Ordinance 2.27) and zoned for a variety of residential and commercial uses.
2003	The west half of the subject property 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.
2008	Town Council approved a PD Amendment to allow a variety of residential and commercial uses.
2015	The current PD-Planned Development zoning covering the subject property was approved by Town Council and allows for a variety of residential and commercial uses.
April of 2019	Town Council approved Resolution 19-023, Series of 2019, which was a Waiver Resolution to allow the applicant to develop the subject property in segments.
August of 2019	Town Council approved the Sketch and Preliminary Plans for the Segment 1 "Spine Infrastructure" (major roadways).
August of 2019	Town Council approved a PD Amendment to modify the Planning Area boundaries, rezone Planning Area 9 from Commercial to Residential and modified some of the bulk standards.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development
Overlay District	N/A
PD & Plan Area	Hess Ranch Planned Development
Master Plan Area	Low-Density Residential
Site Acreage	306.746 acres
Subdivision	Looking Glass Filings No. 2 - 7 (proposed)
Existing Use	Agricultural/Vacant

Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Medium Density Residential	PD - Planned Development	Agricultural/Vacant
South	Douglas County	Douglas County Zoning	Vacant
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Crowfoot Valley Road and single-family detached residential lots.
West	Medium Density Residential	PD - Planned Development	Agricultural/Vacant

IV. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Low Density Residential ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	**Low Density Residential:** Consists of an overall gross density of 2.2 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	Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.F Land Use 1.G Land Use 1.I Community Appearance and Design 1.C Housing and Neighborhoods 2 Housing and Neighborhoods 2.A Housing and Neighborhoods 5 Housing and Neighborhoods 5.A Transportation 2 Transportation 2.B Transportation 2.C Transportation 2.D Transportation 3.A Transportation 3.C Transportation 5 Public Services and Facilities 1 Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 2.C Natural Resource Protection 2.D Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.F 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 proposed Sketch and Preliminary Plans are for the platting of 588 single-family residential lots, 136.25 acres of open space and 17.05 acres of park space. The submitted applications have been determined to meet the Town Master Plan goals as identified above.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Sketch Plan/Preliminary Plan)			
Provisions	**Existing/Required**	**Proposed**	**Analysis**
Setbacks	Setbacks are established in the Hess Ranch PD and are based on the type of residential unit that is proposed in each Planning Area.	Building setbacks will be reviewed at the time of building permit submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	A maximum of 3,379 residential units are allowed in the entire Hess Ranch development per the zoning.	The proposal is for 588 single-family detached residential units. The subject property is undeveloped and currently has no units on the property. The 588 units do not exceed the number permitted by zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	Building heights are based on the type of development that is proposed in each Planning Area within the Hess Ranch PD.	Building heights will be reviewed at the time of the residential design matrix submittal and at the time of building permit review.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	The minimum lot size for single-family detached homes is 3,500 square feet in the Planning Areas proposed for development.	The proposed lot sizes range from 4,950 square feet to 12,865 square feet and comply with the zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant has submitted a preliminary landscape plan for each	☒ Consistent ☐ Inconsistent ☐ N/A

		proposed filing. Staff has reviewed these documents and determined that it complies with Section 13.06.070 of the Land Development Ordinance (LDO).	
Off-Street Parking	Title 13.06.050	The proposed sketch and preliminary plans are for residential development. Compliance with residential parking requirements will be reviewed at the time of building permit.	☐ Consistent ☐ Inconsistent ☒ N/A
Miscellaneous	Parks: 14.05 Open Space: 61.35 acres	Parks: 17.05 acres Open Space: 136.25 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The current Sketch and Preliminary Plan applications are for 588 single-family detached residential lots, 136.25 acres of open space and 17.05 acres of park space. The applicant has demonstrated compliance as detailed above.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The proposed lots 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 Hess Ranch are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development. All access from the major roadways into the individual filings has been reviewed for compliance with the Town's spacing criteria. Each filing will be served by an internal network of public roads and sidewalks that have been reviewed and determined to meet the Town of Parker's standards, and where necessary, will provide connectivity to future development.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec Consultants	Advisory comments – minor and technical in nature (see condition two)
CenturyLink	No comments
Cherry Creek Water Basin Quality Authority	No comments

Douglas County Assessor	Advisory comments
Douglas County Planning	Advisory comments
Douglas County Schools	Advisory comments
Fire Life Safety	Approved
IREA	Approved
Parker Engineering	No comments
Parker Police	No comments
Parker Water and Sanitation	Approved
Mile High Flood Control District	No comments
Xcel	Advisory comments

VIII. CONCLUSION

The applicant, JEN Colorado 18, LLC, is requesting the approval of the "Development" Sketch and Preliminary Plans for Segment 1 of the Hess Ranch development. The "Development" Sketch and Preliminary Plans include six separate Final Plat filings for 588 single-family detached residential lots with 136.25 acres of open space and 17.05 acres of park space.

IX. RECOMMENDED CONDITIONS

1. The applicant shall dedicate utility easements as required on all Final Plats.
2. All comments provided by Aztec Consultants must be addressed during the final plat process.
3. The applicant shall meet the required setbacks and zoning within the Planned Development Guide.

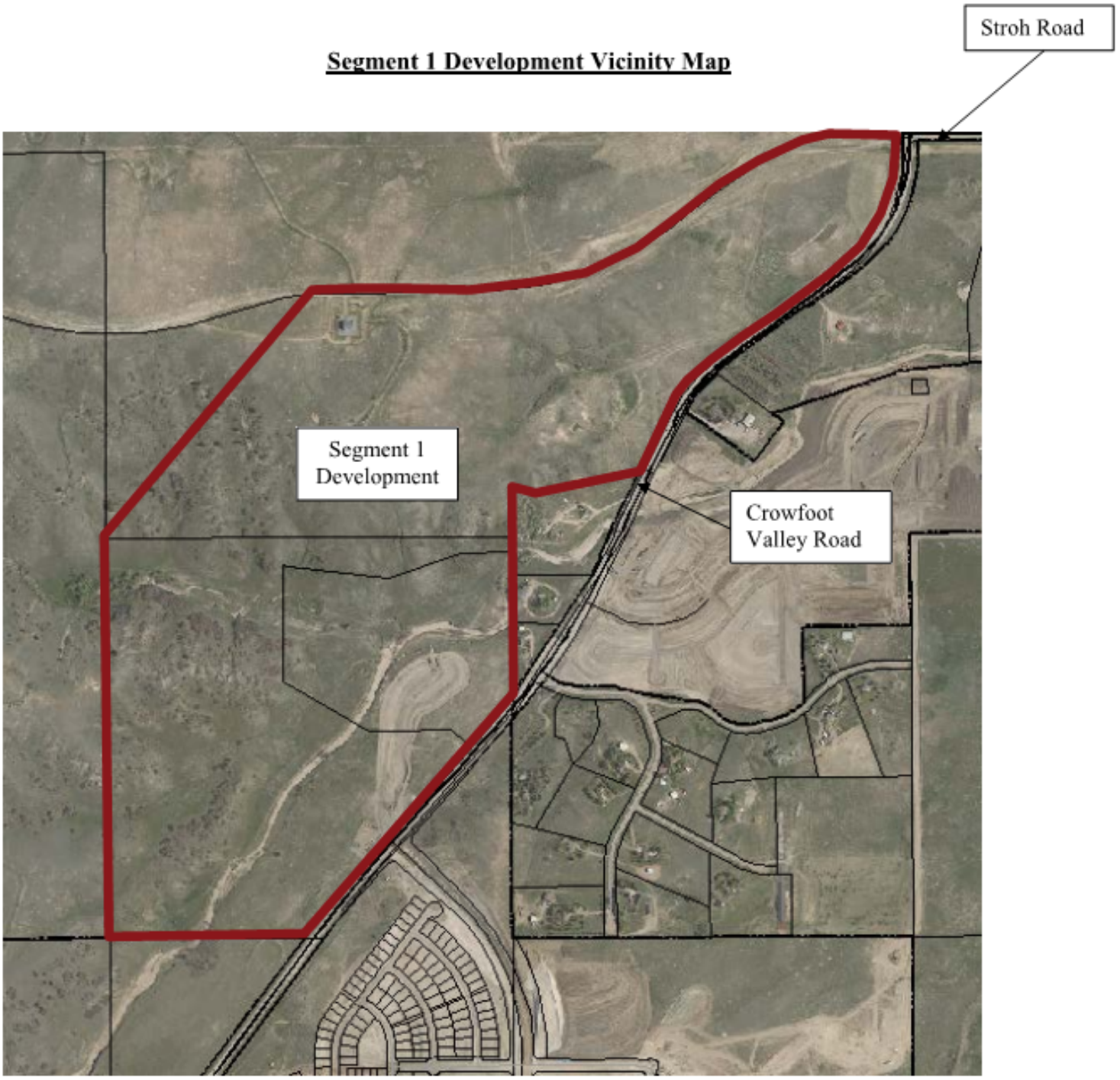
X. ATTACHMENTS

1. Project Narrative
2. Filing Exhibit
3. Overall Sketch and Preliminary Plans
4. Overall Landscape Plans
5. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

Segment 1 Development Vicinity Map



August 16, 2019

Mr. Paul Workman, Senior Planner
Town of Parker Community Development
20120 East Mainstreet
Parker, CO 80138

RE: Looking Glass Segment 1 Development Sketch and Preliminary Plan Filings No. 2 through 7

Dear Paul,

The Henry Design Group, Inc., on behalf of JEN Colorado 18, LLC., the landowner and Front Range Communities, LLC the applicant, is pleased to submit this narrative in support of the proposed Segment 1 Development Sketch and Preliminary Plan for Filings No. 2 – 7 ("Filings No. 2-7"). The following information is provided in accordance with Section 13.07-060 and 13.07-070 of the Town of Parker Land Development Code.

1. Applicant / Design Team

Owner/Applicant:
JEN Colorado 18, LLC
Front Range Communities, LLC
Matthew Osborn 303-589-5970
Lawrence Jacobson 303-748-5466
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
mosborn@frontrangecommunities.com; ljacobson@frontrangecommunities.com

Planner/Landscape Architect:
The Henry Design Group, Inc.
Karen Z. Henry, PLA
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303-446-2368
khenry@henrydesigngroup.com

Civil Engineer:
EMK Consultants, Inc.
Eric McDaniel, PE
7006 S. Alton Way, Building F
Centennial, CO 80112
303-694-1520
emcdaniel@emkc.com

2. Project Location

Looking Glass Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 consists of 1135.8589 acres of gently rolling terrain in a developing area of the Town of Parker. The site is generally described as being located in Section 33 of Township 6 South and portions of Sections 4, 5 and 6 of Township 7 South, Range 66 West of the 6th PM. The site is bounded to the north by Stroh Road and Anthology North, to the east by Crowfoot Valley Road; to the west by Douglas County land zoned A-1 and to the south by agricultural land in Douglas County.

3. Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 Intent

The site is currently zoned Planned Development (PD) in Town of Parker for a variety of land uses. The intent of this Sketch and Preliminary Plan is to establish the lotting pattern, open space, parks and drainage, utility and road infrastructure to serve the single-family homes located east of Spirit Trail Boulevard known as Segment 1 of the property.

The Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 also establishes detailed plans for each Planning Area which will be the future filings of the Neighborhood. The summary of the total Sketch and Preliminary Plan is:

- 306.745 Total Acres
- 588 Single Family Residential lots
- 137.6618 Acres Open Space
- 17.0677 Acres Pocket Parks

Separate tracts have been established within each Filing for parks and open space. Planning Area 6 and Segment 2 located west of Spirit Trail Boulevard are also proposed to be unbuildable Tracts which will be included in the replatting of future development areas. Overall the Sketch and Preliminary Plan incorporates six (6) future filings as provided with the Sketch and Preliminary Plan Documents. A summary of the filings follows:

Future Filing No.	Planning Area	Total Acres	Dwelling Units	Residential Acreage	Road Right of Way Acres	Planned Development Open Space Acres	Land Dedication (Parks) Acres
2	7 East	39.5377	81	10.502	5.166	13.7286	6.602
3	9	14.1106	51	7.198	2.363	4.2498	(in Fil. 2)
4	7 West	27.9149	125	17.663	6.992	(In Filing 2 &5)	(In Fil 2)
5	8	94.0715	82	13.004	7.471	65.3799	4.806
6	21	55.0847	129	20.115	7.362	15.139	3.1092
7	25	76.0258	120	29.147	28.968	39.1645	2.5505

The primary roadways including Stroh Road from Crowfoot Valley Road to Spirit Trail Boulevard (formerly known as Hess Ranch Boulevard (Collector); Spirit Trail Boulevard from Stroh Road to Chambers Road; and Chambers Road from Spirit Trail Boulevard to Crowfoot Valley Road, were platted and designed as part of Looking Glass Filing No. 1.

The Filing No. 1 drainage improvements were designed to accommodate storm drainage needs from the primary road corridors. These drainage improvements are considered the initial phase, with future improvements necessary with the design of the Segment 1 Development areas. As such, the proposed drainage systems designed with Filings No. 2-

7 further implement a dendritic low maintenance stream approach. The approach uses techniques to reduce the increased runoff from development to levels closer to natural predeveloped watershed conditions and thus enable softer practices - more reliant onstream form, vegetation, and natural materials to stabilize streams. Generally, this establishes a dendritic drainage framework for a more sensitive and natural approach to drainage swales and stormwater detention facilities that will be located within open space corridors, planning areas, Lemon Gulch and the primary stream corridor which bisects the property.

The more specific design provided with the Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 implement the drainage systems which supported the PD Amendment including a more sensitive design to the site's natural topography, existing vegetation and drainage system. As illustrated on the Filings No. 2-7 plans, the natural drainage system contributed to an increase in open space, and a comprehensive trail network while incorporating a more natural approach to the drainage system including vegetated swales to convey storm drainage from within the Planning Areas to the primary natural drainage corridors and detention facilities.

4. Zoning

The proposed Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 is in conformance with the PD Amendment for the Hess Ranch PD. The Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 is in keeping with the land uses, land area, density and open space as defined by the proposed PD Amendment which responded to the site's topography, existing vegetation for and proposed natural, low maintenance drainage system. Neither the PD Amendment nor the Segment 1 Development Sketch and Preliminary Plans for Filings No. 2-7 increase the number of dwelling units permitted in Segment 1 of the original Hess Ranch PD.

5. Surrounding Land Uses

North: Town of Parker - Anthology North PD – Residential
South: Douglas County A-1
East: Town of Parker – Meadowlark PD and Douglas County A-1 and RR
West: Hess Ranch Segment 2 and Douglas County A-1.

6. Development Schedule

The Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 include development areas located east of Spirit Trail Boulevard. It is anticipated that the entitlement process including final plats and construction plans for the Segment 1 Development Filings No. 2-7 will be completed by the end of 2019.

Grading and installation of the primary infrastructure systems as designed by Looking Glass Filing 1 will likely commence late summer of 2019 or as soon as possible after approval of the infrastructure plans. Development of each Filing will follow immediately.

Final buildout of Segment 1 is predicted to occur over the next three (3) to five (5) years based on market demand.

7. Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7

The following plans and reports are included with the Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7:

a. Sketch and Preliminary Plan Exhibit
b. Civil Construction Plans and documents
c. Drainage Report and Plan
d. Utility Report and Construction documents
e. Master Street Tree plan
f. Traffic Impact Analysis
g. Geology/Soil Report
h. Existing Conditions Map
i. Landscape Plans and Tree Conservation Plan
j. Street names are indicated on the Plan sheets and have been cleared by Douglas County

Overall, this Segment 1 Development Sketch and Preliminary Plan establishes the framework for the Final Plat which is the next step to facilitate the design of the neighborhood necessary for the development of Looking Glass. As proposed, the Segment 1 Development Sketch and Preliminary Plan for Looking Glass Filings No. 2-7 is in conformance with the Hess Ranch-North Parcel PD, as amended, the Town of Parker 2035 Master Plan and the Waiver Resolution No. 19-028.

Thank you for your time and consideration of the Looking Glass Segment 1 Development Sketch and Preliminary Plan for Filings No. 2-7 Sketch/Preliminary Plan. As always, we look forward to continuing to work with the Town to see this exciting neighborhood to fruition. Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

Karen Z. Henry
President, Henry Design Group, Inc.

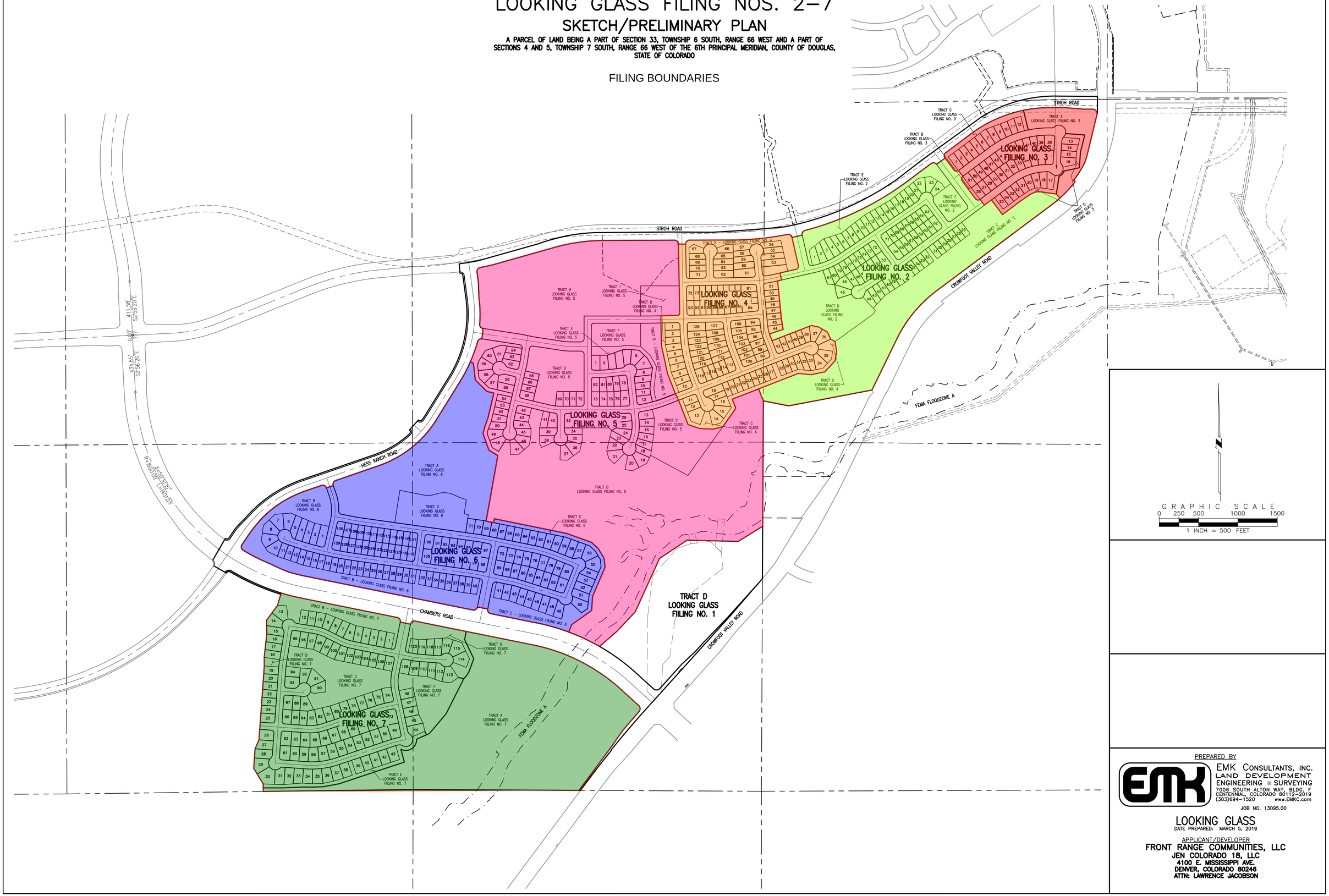
cc: Matthew Osborn, and Lawrence Jacobson Front Range Communities, LLC
Eric McDaniel, EMK Consultants, Inc.

LOOKING GLASS FILING NOS. 2–7

SKETCH/PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MEridian, COUNTY OF DOUGLAS, STATE OF COLORADO

FILING BOUNDARIES



GRAPHIC SCALE
0 250 500 1000 1500
1 INCH = 500 FEET

PREPARED BY

EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112–2019
(303)694–1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 5, 2019

APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

LOOKING GLASS SEGMENT 1
DEVELOPMENT SKETCH & PRELIMINARY PLAN

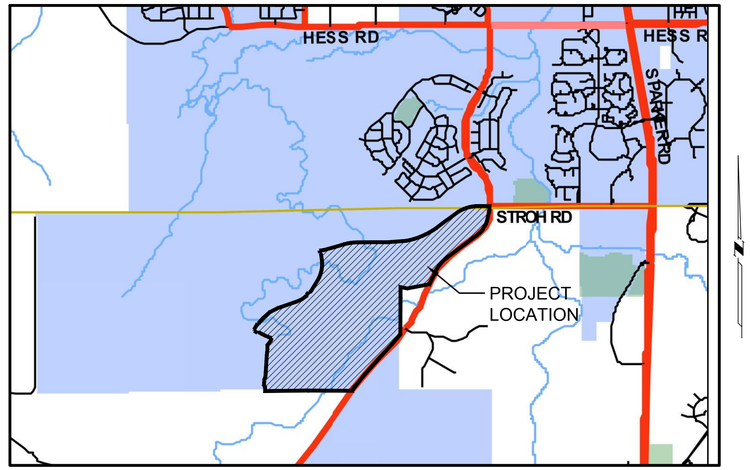
A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 1 OF 23

COVER SHEET

LEGAL DESCRIPTION

TRACTS A, B, AND C, LOOKING GLASS FILING NO. 1, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO PER PLAT RECORDED _____ AT RECEPTION NO. _____ IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN SECTION 4 AND THE WEST HALF OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.



VICINITY MAP
SCALE: 1"=2000

LAND USE SUMMARY

DESCRIPTION	AREA
RIGHT-OF-WAY	58.322 AC
LOTS	97.629 AC
UNBUILDABLE TRACTS	150.795 AC
TOTAL	306.746 AC

FILING 2

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	154.8354 AC	UNBUILDABLE TRACT	RETAINED BY OWNER
B	14.0198 AC	UNBUILDABLE TRACT	RETAINED BY OWNER
C	15.1409 AC	OPEN SPACE & DRAINAGE TRACT	HOMEOWNER'S ASSOCIATION
D	5.6028 AC	PARK TRACT	HOMEOWNER'S ASSOCIATION
E	2.0775 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
F	0.9987 AC	PARK TRACT	HOMEOWNER'S ASSOCIATION
TOTAL	209.6808 AC		

FILING 3

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	2.8375 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
B	0.1201 AC	OPEN SPACE & LANDSCAPING TRACT	HOMEOWNER'S ASSOCIATION
C	0.7707 AC	OPEN SPACE & LANDSCAPING TRACT	HOMEOWNER'S ASSOCIATION
D	0.8217 AC	OPEN SPACE & LANDSCAPING TRACT	HOMEOWNER'S ASSOCIATION
TOTAL	14.0198 AC		

FILING 4

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	128.2151 AC	UNBUILDABLE TRACT	RETAINED BY OWNER
B	1.3212 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
C	1.5614 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
D	0.3790 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
TOTAL	154.8355 AC		

FILING 5

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	55.0847 AC	UNBUILDABLE TRACT	RETAINED BY OWNER
B	41.0494 AC	DRAINAGE & OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
C	3.8380 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
D	3.2962 AC	PARK TRACT	HOMEOWNER'S ASSOCIATION
E	0.7091 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
F	1.5094 AC	PARK TRACT	HOMEOWNER'S ASSOCIATION
G	2.0459 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
H	19.4581 AC	UNBUILDALBE TRACT	RETAINED BY OWNER
I	1.5488 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
J	0.5315 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
TOTAL	149.2222 AC		

FILING 6

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	15.1390 AC	DRAINAGE & OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
B	6.4600 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
C	2.8998 AC	OPEN SPACE TRACT	HOMEOWNER'S ASSOCIATION
D	3.1092 AC	PARK TRACT	HOMEOWNER'S ASSOCIATION
TOTAL	55.0847 AC		

FILING 7

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	34.9422 AC	OPEN SPACE & LANDSCAPING	HOMEOWNER'S ASSOCIATION
B	2.4895 AC	OPEN SPACE & LANDSCAPING	HOMEOWNER'S ASSOCIATION
C	4.2223 AC	OPEN SPACE & LANDSCAPING	HOMEOWNER'S ASSOCIATION
D	0.1579 AC	DRAINAGE, UTILITIES, LANDSCAPING & PUBLIC ACCESS	HOMEOWNER'S ASSOCIATION
E	1.0469 AC	PARK TRACT	HOMEOWNER'S ASSOCIATION
F	2.5505 AC	OPEN SPACE & LANDSCAPING	HOMEOWNER'S ASSOCIATION
G	1.4692 AC	OPEN SPACE & LANDSCAPING	HOMEOWNER'S ASSOCIATION
TOTAL	76.0258 AC		

NOTES

1. HOMEOWNERS ASSOCIATION WILL MAINTAIN OPEN SPACE TRACTS.
2. TEN FOOT (10') WIDE UTILITY EASEMENTS SHALL BE GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND TEN FOOT (10') WIDE UTILITY EASEMENTS SHALL BE GRANTED ON PRIVATE PROPERTY ADJACENT TO THE REAR LOT LINES OF EACH LOT IN THE SUBDIVISION OR PLATTED AREA INCLUDING LOTS, TRACTS, PARCELS AND/OR OPEN SPACE AREAS. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
3. LANDSCAPING MAY BE ALLOWED WITHIN THE SIGHT DISTANCE TRIANGLES AND EASEMENTS BUT NO SOLID STRUCTURES. SOLID STRUCTURES INCLUDE, BUT NOT LIMITED TO FENCES AND UTILITY BOXES. SHRUBS AND PLANTING SHALL BE NO TALLER THAN 3 FEET AND TREE CANOPIES SHALL BE NO LOWER THAN 8 FEET. LANDSCAPING WITHIN THIS AREA SHALL BE MAINTAINED BY THE LANDOWNER OR HOA.
4. THE 100-YEAR FLOODPLAIN DELINEATED ON THE PLAT IS THE REGULATORY 100-YEAR FLOODPLAIN AS DEPICTED ON THE TOWN OF PARKER FLOOD INSURANCE RATE MAP PANEL 080310 0089 F, DATED SEPTEMBER 30, 2005.
5. BEARINGS SHOWN HEREIN ARE BASED UPON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 4, T7S, R66W, 6TH P.M. WHICH BEARS NORTH 89°43'04" WEST.

SURVEYOR'S CERTIFICATE

I, STEPHEN H. HARDING, PLS #29040, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SKETCH/PRELIMINARY PLAN OF LOOKING GLASS FILING NO. 1 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS SKETCH/PRELIMINARY PLAN HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL AND IS ACCURATE TO THE BEST OF BY KNOWLEDGE, INFORMATION AND BELIEF.

COLORADO REGISTERED STEPHEN H. HARDING 29040 PROFESSIONAL LAND SURVEYOR

STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

DATE

SHEET INDEX

1	COVER SHEET
2	OVERALL SITE PLAN
3-23	PLAT SHEETS

APPLICANT/DEVELOPER:
FRONT RANGE COMMUNITIES, LLC.
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
CONTACT: LAWRENCE JACOBSON
303-748-5466

PLANNER:
HENRY DESIGN GROUP
1501 WAZEE STREET
SUITE 1-C, DENVER,
COLORADO 80202
303-446-2368

ENGINEER/SURVEYOR:
EMK CONSULTANTS, INC.
7006 S. ALTON WAY, BLDG. F
CENTENNIAL, CO 80112
(303) 694-1520

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 5, 2019

APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

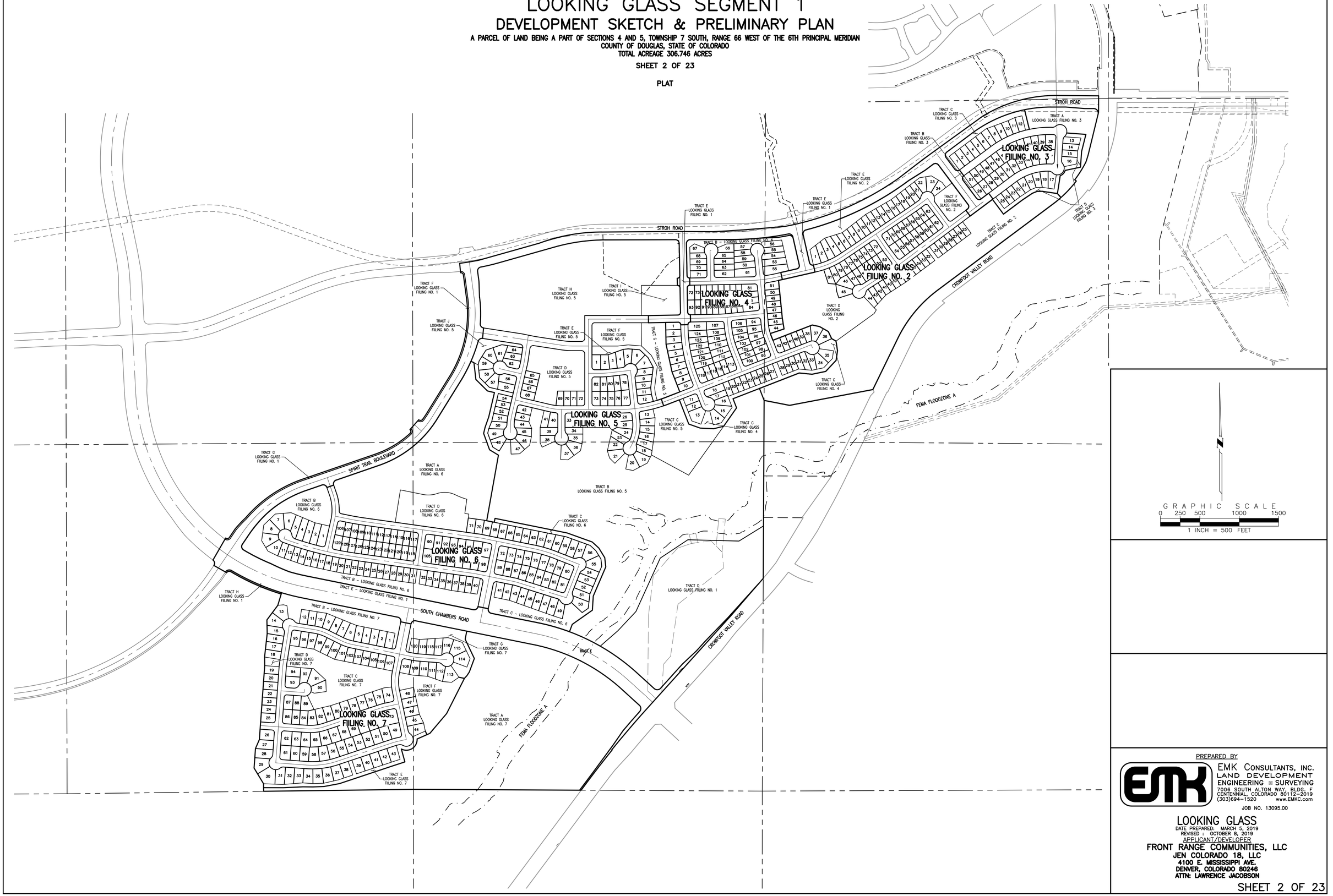
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 2 OF 23

PLAT



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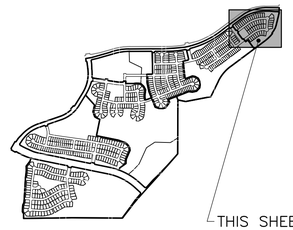
SHEET 3 OF 23

KEY MAP



GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

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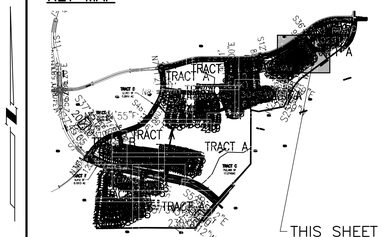

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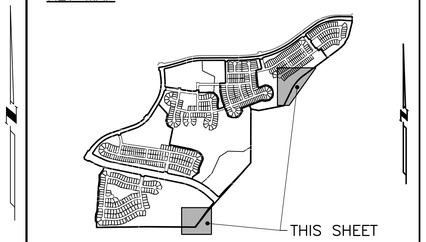

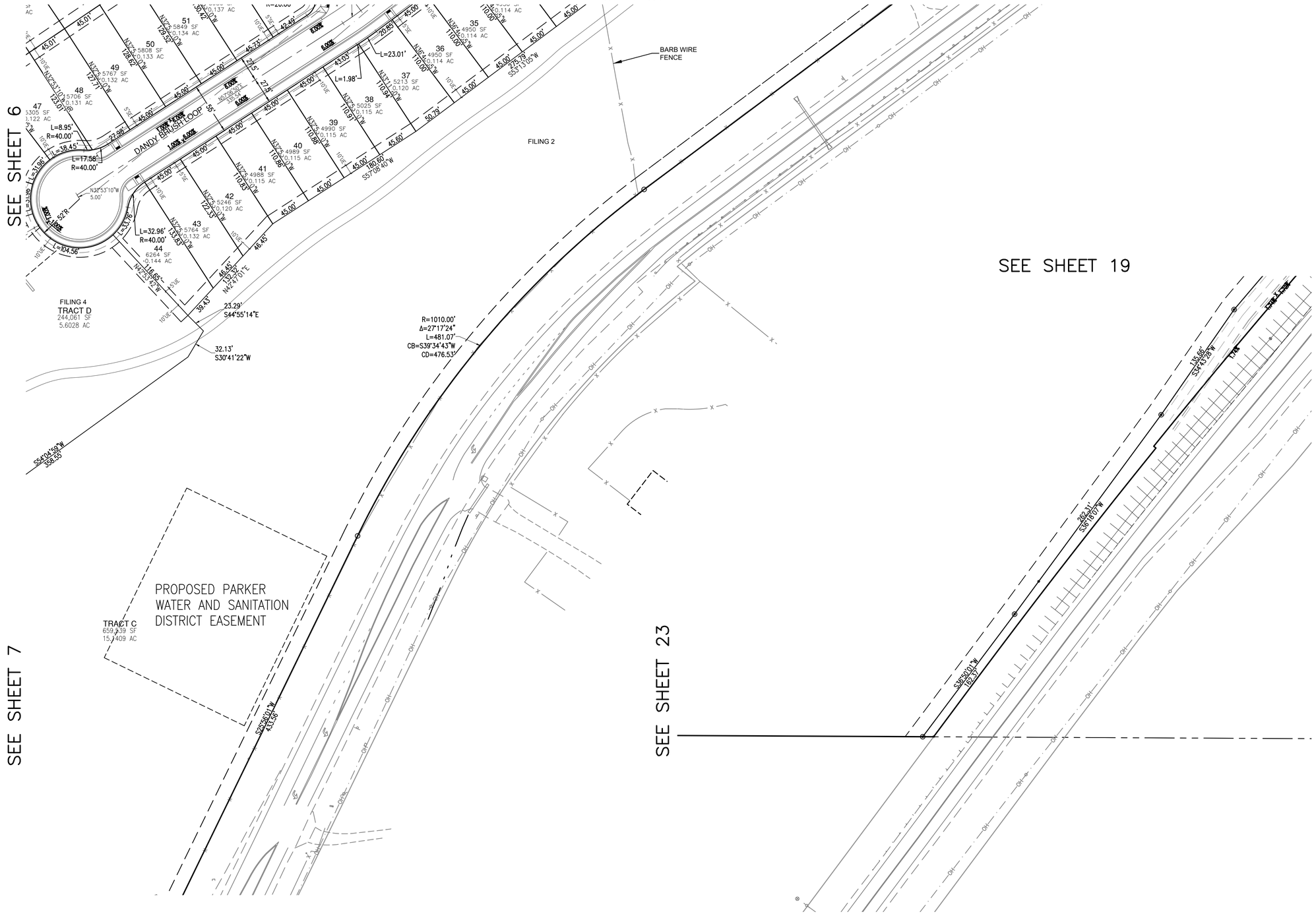

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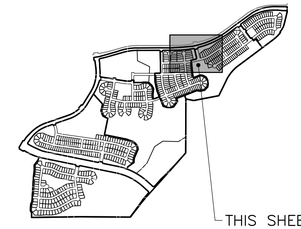

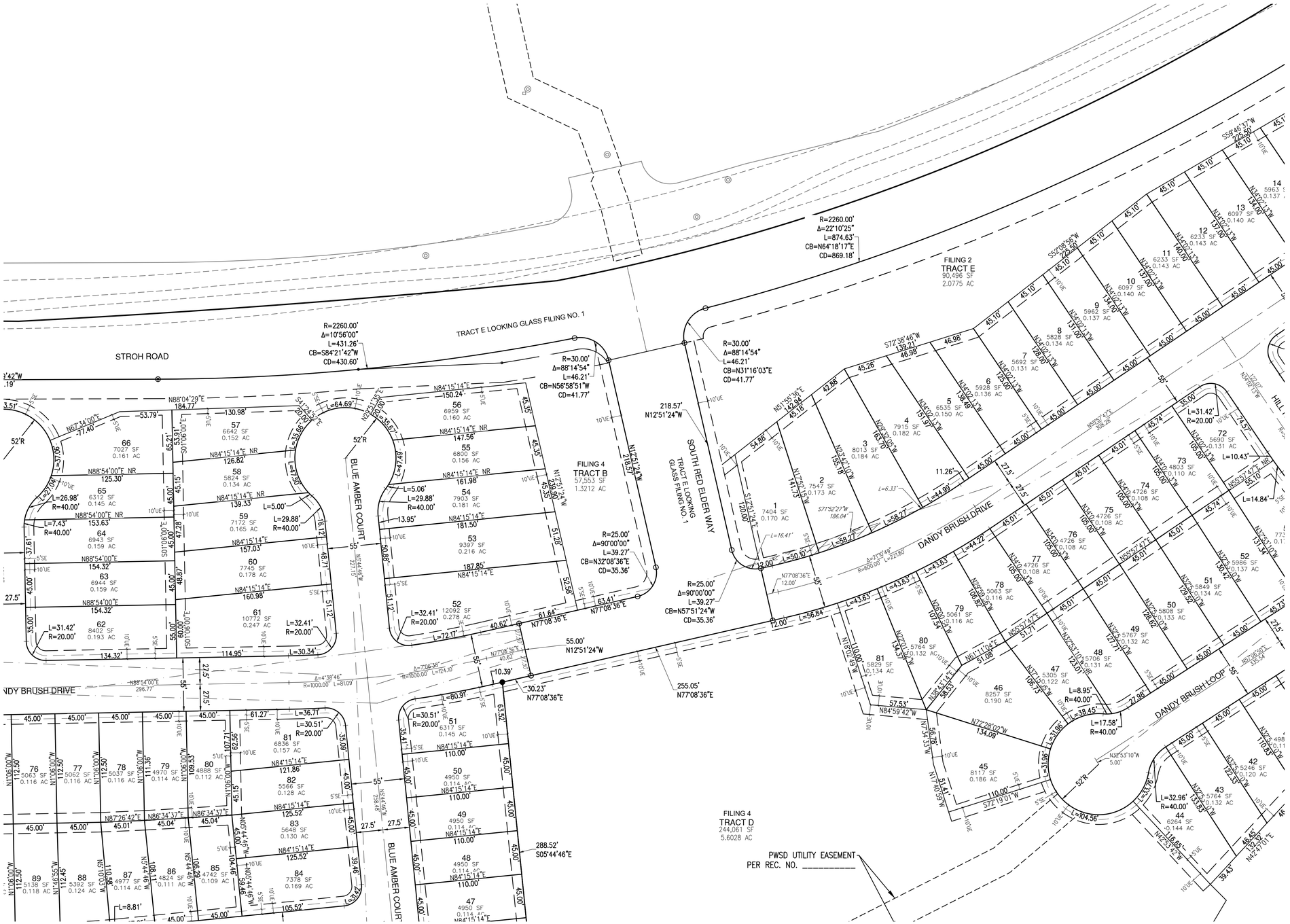

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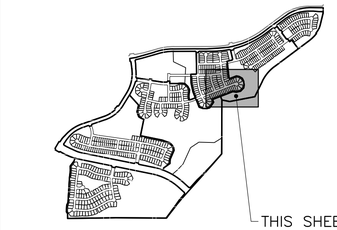

SEE SHEET 6

SEE SHEET 8

SEE SHEET 9

SEE SHEET 5

SEE SHEET 12

FILING 4
TRACT D
244,061 SF
5.6028 AC

FILING 4
TRACT C
68,015 SF
1.5614 AC

FILING 5
TRACT B
1,788,115 SF
41.0494 AC

TRACT C
659,239 SF
15.1409 AC

PROPOSED PARKER WATER AND SANITATION DISTRICT EASEMENT

FILING 2

PWSD UTILITY EASEMENT
PER REC. NO. _____

LOBO LANE
BLUE AMBER COURT
BIG IRON COURT
PRAIRIE PEAK TRAIL
OAK TRAIL

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

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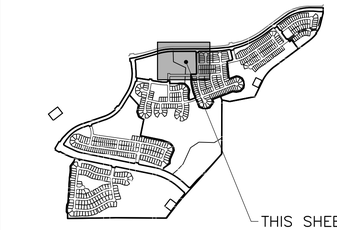

SEE SHEET 10

SEE SHEET 6

SEE SHEET 7

SEE SHEET 9

STROH RD
CORRUGATED METAL PIPE
TRACT E LOOKING GLASS FILING NO. 1
444.88'
N74°13'52"E
R=1440.00'
Δ=15°35'50"
L=392.00'
CB=N82°01'47"E
CD=390.79'
530.80'
N89°49'42"E
INLET
WATER WELL
ELECTRIC TRANSFORMER
PUMP HOUSE
PWSD WELL EASEMENT REC. NO. 2017068649
DRAINAGE DITCH
R=30.00'
Δ=89°04'18"
L=46.64'
CB=S45°38'09"E
CD=42.08'
R=30.00'
Δ=90°55'42"
L=47.61'
CB=S44°21'51"W
CD=42.77'
S89°49'42"W
317.19'
FILING 4
TRACT B
57,553 SF
1.3212 AC
S01°06'00"E
242.21'
S01°06'56"E
244.08'
S01°06'00"E
185.00'
S01°06'00"E
55.00'
S88°54'00"W
205.96'
S88°54'00"W
94.62'
N88°53'42"E
111.33'
54.61'
54.70'
355.08'
430.18'
457.89'
N90°00'00"W
172.50'
LOBO LANE
55'
27.5'
27.5'
L=31.42'
R=20.00'
R=1027.50'
Δ=1°06'00"
L=19.73'
CB=S89°27'00"W
CD=19.73'
R=971.64'
Δ=1°06'02"
L=18.66'
CB=S89°27'01"W
CD=18.66'
R=20.00'
Δ=90°00'00"
L=31.42'
CB=S43°54'00"W
CD=28.28'
R=20.00'
Δ=90°00'00"
L=31.42'
CB=S46°06'00"E
CD=28.28'
R=20.00'
Δ=90°00'00"
L=31.42'
CB=N46°06'00"W
CD=28.28'
FILING 5
TRACT H
847,597 SF
19.4581 AC
FILING 5
TRACT I
67,469 SF
1.5488 AC
FILING 5
TRACT F
65,752 SF
1.5094 AC
FILING 5
TRACT G
89,121 SF
2.0459 AC
TRACT E LOOKING GLASS FILING NO. 1
PLATINUM COURT
DANDY BRUSH DRIVE
AMBER SKY LANE
67 6145 SF 0.141 AC
68 5519 SF 0.127 AC
69 5715 SF 0.131 AC
70 5715 SF 0.131 AC
71 6899 SF 0.158 AC
72 6102 SF 0.140 AC
73 5062 SF 0.116 AC
74 5063 SF 0.116 AC
75 5063 SF 0.116 AC
76 5063 SF 0.116 AC
77 5062 SF 0.116 AC
88 5392 SF 0.124 AC
89 5138 SF 0.118 AC
90 5063 SF 0.116 AC
91 5062 SF 0.116 AC
92 5062 SF 0.116 AC
93 6102 SF 0.140 AC
1 6333 SF 0.145 AC
2
107 7903 SF 0.181 AC
108 6760 SF 0.155 AC
124
125 9098 SF 0.209 AC
139.69'
N87°36'43"E
114.71'
138.61'
N84°15'14"E
159.50'
N88°54'00"E
205.95'
N88°54'00"E NR
112.98'
N88°54'00"E
127.00'
N88°54'00"E
9.07'
N88°54'00"E
7.50'
52'R
R=40.00'
R=900.00'
R=20.00'
L=123.51'
L=38.19'
L=37.06'
L=27.04'
L=26.98'
L=14.43'
L=24.71'
L=7.43'
L=28.69'
L=30.41'
L=7.94'
L=6.49'
S68°11'16"E
85.00'
S55°47'34"W
43.40'
N67°34'00"E
27.40'
N01°06'00"W
225.08'
N01°06'00"W
234.98'
N01°06'00"W
112.50'
N01°06'00"W
112.46'
N01°46'55"W
S88°54'00"W
92.25'
N20°55'08"W
136.96'
35.95'
L=10.38'
L=51.56'
L=24.11'
23.11'
L=11.52'
50.29'
55.00'
S01°06'00"E
5.00'
27.50'
35.00'
45.00'
30.01'
35.5'
10'UE
5'SE
37.61'
153.
154.
631.
694.
840.
0.14
0.15
0.19

GRAPHIC SCALE
0 50 100 200 300
1 INCH = 100 FEET

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SHEET 8 OF 23

LOOKING GLASS SEGMENT 1

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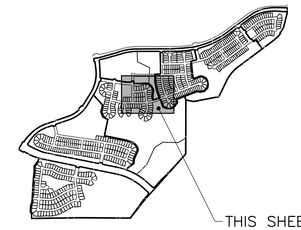
SHEET 9 OF 23

KEY MAP



SEE SHEET 8

SEE SHEET 7

SEE SHEET 11

SEE SHEET 13

SEE SHEET 12

FILING 5
TRACT D
143,585 SF
3.2962 AC

FILING 5
TRACT F
65,752 SF
1.5094 AC

FILING 5
TRACT G
89,121 SF
2.0459 AC

FILING 5
TRACT E
30,890 SF
0.7091 AC

FILING 5
TRACT B
1,788,115 SF
41.0494 AC

FILING 5
TRACT C
167,183 SF
3.8380 AC

TRACT C
68,015 SF
1.5614 AC

SPIRIT TRAIL PLACE
INCA ROSE TRAIL
GANDY DANCER LOOP
GANDY DANCER WAY
PRAIRIE PEAK TRAIL
SIDEKICK LANE
AMBER SKY LANE

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

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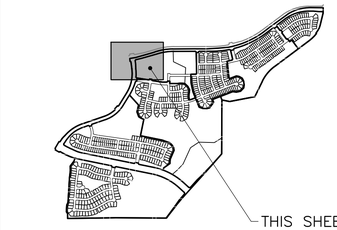


STROH ROAD

TRACT E LOOKING GLASS FILING NO. 1

444.88'
N74°13'52"E

20' U.E.

R=1560.00'
Δ=5°04'40"
L=138.26'
CD=138.21'
CB=N76°46'12"E

R=30.00'
Δ=86°59'54"
L=45.55'
CD=41.30'
CB=N35°48'36"E

N02°14'21"W
76.97'

121.85'
N02°02'27"W

20' U.E.

TRACT E LOOKING GLASS FILING NO. 1

SPIRIT TRAIL BLVD.

10.00'

TRACT F
LOOKING GLASS
FILING NO. 1

UNPLATTED

BARB WIRE FENCE

R=941.26'
Δ=12°13'41"
L=200.88'
CD=200.50'
CB=N01°31'42"W

R=30.00'
Δ=85°52'01"
L=44.96'
CD=40.87'
CB=N38°20'52"W

80.12'
N05°28'30"E

402.06'

40'

292.91'

SPIRIT TRAIL BLVD.

FILING 5
TRACT H
847,597 SF
19.4581 AC

SEE SHEET 8

SEE SHEET 11

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 5, 2019
REVISED : OCTOBER 8, 2019

APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

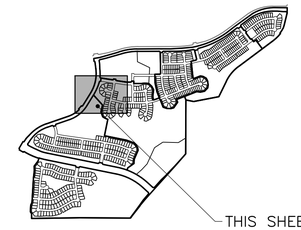
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 11 OF 23

KEY MAP



SEE SHEET 10

SEE SHEET 9

SEE SHEET 14

SEE SHEET 13

UNPLATTED

TRACT G
LOOKING GLASS
FILING NO. 1

TRACT E LOOKING GLASS FILING NO. 1

20' U.E.

SPIRIT TRAIL BLVD.

R=840.00'
Δ=39°13'36"
L=575.09'
CB=N51°22'11"E
CD=563.93'

R=1220.50'
Δ=7°00'41"
L=149.35'
CB=N27°07'03"E
CD=149.26'

R=1222.41'
Δ=7°38'04"
L=162.88'
CD=162.76'
CB=N19°47'10"E

R=30.00'
Δ=85°52'01"
L=44.96'
CD=40.87'
CB=N38°20'52"W

R=30.00'
Δ=82°44'01"
L=43.32'
CD=39.66'
CB=N57°19'25"E

80.12'
N05°28'30"E

SPIRIT TRAIL PLACE

STARHAWK COURT

STARHAWK LANE

PRAIRIE PEAK TRAIL

SIDEKICK LANE

FILING 5
TRACT H
847,597 SF
19.4581 AC

FILING 5
TRACT D
143,585 SF
3.2962 AC

FILING 5
TRACT B
1,788,115 SF
41.0494 AC

FILING 6
TRACT A
659,457 SF
15.1390 AC

TRACT J
23,154 SF
0.5315 AC

48	8312 SF	0.191 AC
49	7892 SF	0.181 AC
50	6703 SF	0.154 AC
51	6174 SF	0.142 AC
52	5839 SF	0.134 AC
53	5500 SF	0.126 AC
54	5500 SF	0.126 AC
55	7726 SF	0.177 AC
56	8573 SF	0.197 AC
57	8239 SF	0.189 AC
58	8312 SF	0.191 AC
59	8228 SF	0.189 AC
60	8312 SF	0.191 AC
61	8964 SF	0.206 AC
62	5972 SF	0.137 AC
63	6517 SF	0.150 AC
64	7330 SF	0.168 AC
65	5500 SF	0.126 AC
66	5500 SF	0.126 AC
67	5500 SF	0.126 AC
68	6514 SF	0.150 AC
69	5930 SF	0.136 AC
70	5616 SF	0.129 AC
38	7653 SF	0.176 AC
39	7780 SF	0.179 AC
40	7690 SF	0.177 AC
41	6532 SF	0.150 AC
42	6560 SF	0.151 AC
43	6037 SF	0.139 AC
44	6736 SF	0.155 AC
45	6343 SF	0.146 AC
46	8641 SF	0.198 AC

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
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7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 3, 2019
REVISED : OCTOBER 8, 2019
APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

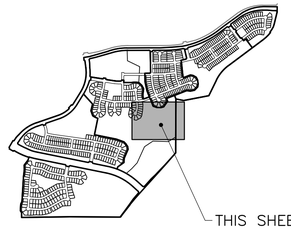
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

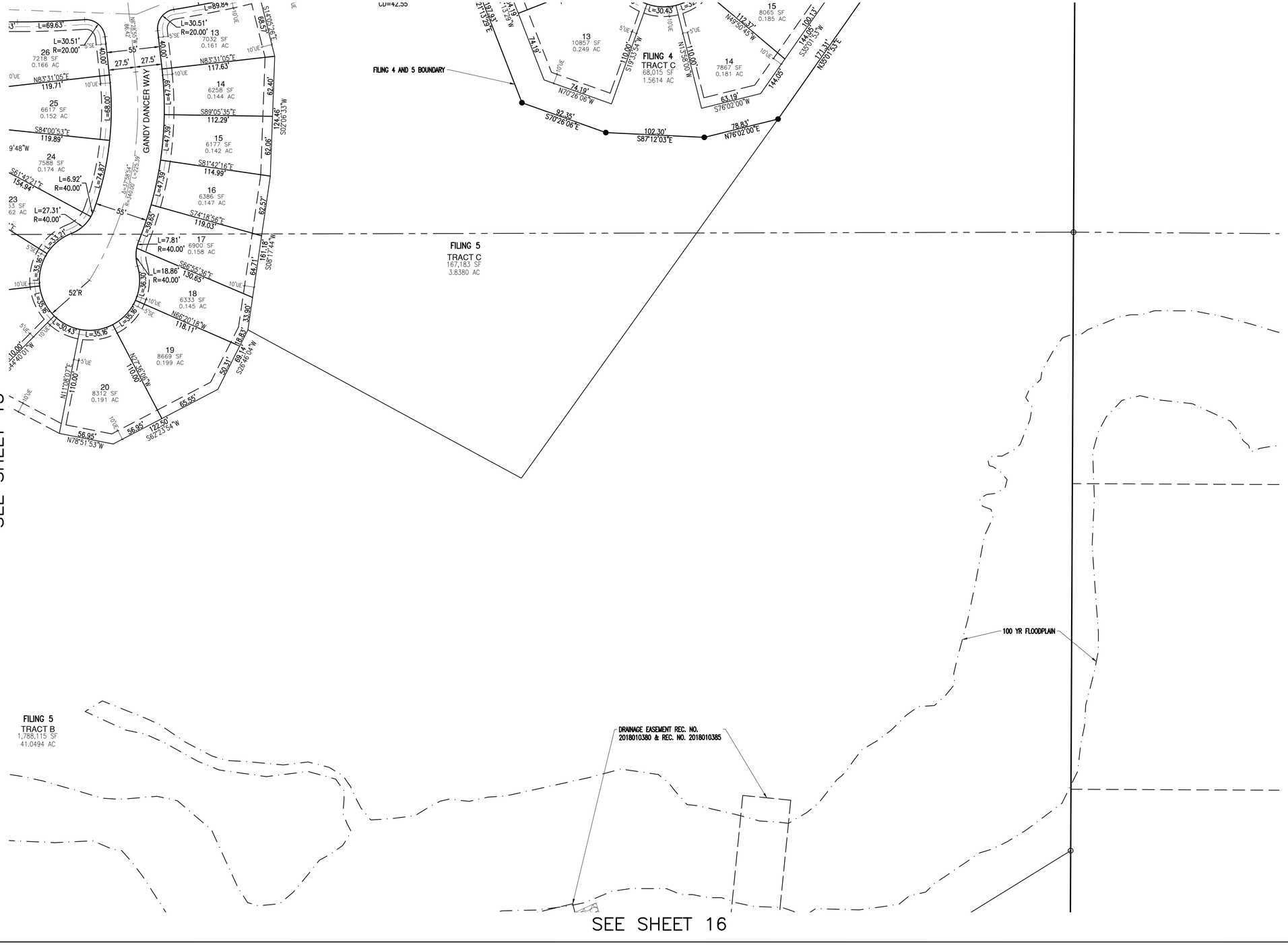
SHEET 12 OF 23

KEY MAP



SEE SHEET 9

SEE SHEET 7


GANDY DANCER WAY
FILING 4 AND 5 BOUNDARY
FILING 4
TRACT C
68,015 SF
1.5614 AC
FILING 5
TRACT C
167,183 SF
3.8380 AC
FILING 5
TRACT B
1,788,115 SF
41.0494 AC
100 YR FLOODPLAIN
DRAINAGE EASEMENT REC. NO. 2018010380 & REC. NO. 2018010385
13
10857 SF
0.249 AC
14
7867 SF
0.181 AC
15
8065 SF
0.185 AC
16
6386 SF
0.147 AC
17
6900 SF
0.158 AC
18
6333 SF
0.145 AC
19
8669 SF
0.199 AC
20
8312 SF
0.191 AC
24
7588 SF
0.174 AC
25
6617 SF
0.152 AC
26
7218 SF
0.166 AC
14
6258 SF
0.144 AC
15
6177 SF
0.142 AC
13
7032 SF
0.161 AC
52'R
74.19'
N70°26'06"W
92.35'
S70°26'06"E
102.30'
S87°12'03"E
78.83'
N76°02'00"E
63.19'
S76°02'00"W
144.05'
N13°58'00"W
110.00'
S13°58'00"E
171.31'
N35°01'53"E
144.05'
S35°01'53"W
110.00'
N13°58'00"W
63.19'
S76°02'00"W
78.83'
N76°02'00"E
102.30'
S87°12'03"E
92.35'
S70°26'06"E
74.19'
N70°26'06"W
110.00'
S13°58'00"E
74.19'
N70°26'06"W
110.00'
S13°58'00"E
124.46'
S02°06'33"W
62.40'
62.06'
62.57'
64.71'
161.18'
S08°17'44"W
69.57'
S14°03'26"E
89.84'
CD=42.55
L=69.63'
L=30.51'
R=20.00'
L=30.43'
L=30.51'
R=20.00'
L=89.84'
R=20.00'
L=69.63'
L=30.51'
R=20.00'
L=30.43'
L=30.51'
R=20.00'
L=89.84'
R=20.00'
L=47.39'
L=47.39'
L=47.39'
L=47.39'
L=6.92'
R=40.00'
L=27.31'
R=40.00'
L=7.81'
R=40.00'
L=18.86'
R=40.00'
L=58.30'
L=35.16'
L=30.43'
L=35.16'
L=35.16

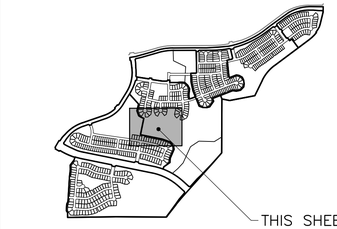
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 13 OF 23

KEY MAP



SEE SHEET 11

SEE SHEET 9

SEE SHEET 14

SEE SHEET 12

SEE SHEET 17

FILING 6
TRACT A
659,457 SF
15.1390 AC

FILING 6
TRACT C
126,315 SF
2.8998 AC

FILING 5
TRACT B
1,788,115 SF
41.0494 AC

100 YEAR FLOOD PLAIN

100 YEAR FLOOD PLAIN

100 YEAR FLOOD PLAIN

DESERT WINE CIRCLE

SIDEKICK L

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY

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LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
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CENTENNIAL, COLORADO 80112–2019
(303)694–1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 5, 2019
REVISED : OCTOBER 8, 2019

APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

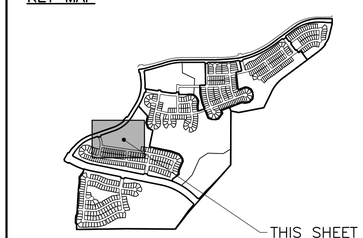
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 14 OF 23

KEY MAP



SEE SHEET 11

SEE SHEET 15

SEE SHEET 13

SEE SHEET 18

UNPLATTED

SPIRIT TRAIL BLVD.

TRACT E LOOKING GLASS FILING NO. 1

R=840.00'
Δ=39°13'36"
L=575.09'
CD=563.93'
CB=N51°22'11"E

346.68'
N70°59'00"E

FILING 5
TRACT A
659,457 SF
15.1390 AC

POND

55.00'
N70°59'00"E

124.88'
N70°59'00"E

R=30.00'
Δ=90°00'00"
L=47.12'
CD=42.43'
CB=N25°59'00"E

R=30.00'
Δ=90°00'00"
L=47.12'
CD=42.43'
CB=S64°00'56"E

170.11'
N78°34'15"W

219.91'
S09°04'06"W

R=211.77'
Δ=32°35'42"
L=120.47'
CD=118.85'
CB=S86°10'59"W

R=186.73'
Δ=43°58'32"
L=143.32'
CD=139.82'
CB=N84°01'48"W

R=487.94'
Δ=10°13'44"
L=87.11'
CD=86.99'
CB=N69°11'16"W

109.56'
N08°00'12"E

FILING 6
TRACT D
135,438 SF
3.1092 AC

FILING 6
TRACT B
281,398 SF
6.4600 AC

L=27.82'
R=20.00'

L=106.45'

243.87'

29.83'
S08°00'51"W

545.90'

31.09'
N81°59'48"W

30.00'
N07°59'36"E

DESERT WINE CIRCLE

AVANTI LANE

RUSSELL TRAIL

L=31.01'
R=20.00'

L=31.78'
R=20.00'

L=31.42'
R=20.00'

L=142.26'

L=49.80'

L=28.16'

21.74'

L=31.89'

18.99'

40.57'

90.24'

92.18'

S77°17'27"E
112.35'

S77°17'27"W

N78°56'45"W
52.87'

S80°16'15"E
52.88'

N81°45'53"W
51.64'

S81°59'48"E

N81°59'48"W
459.24'

N81°59'48"W
420.79'

3
8826 SF
0.203 AC

2
8739 SF
0.201 AC

1
10414 SF
0.239 AC

106
6685 SF
0.154 AC

107
5730 SF
0.132 AC

108
5642 SF
0.130 AC

109
5581 SF
0.128 AC

110
5500 SF
0.126 AC

111
5500 SF
0.126 AC

112
5500 SF
0.126 AC

113
5500 SF
0.126 AC

114
5500 SF
0.126 AC

115
5500 SF
0.126 AC

116
5500 SF
0.126 AC

117
6514 SF
0.150 AC

118
6514 SF

119
5500 SF
0.126 AC

120
5500 SF
0.126 AC

121
5500 SF
0.126 AC

122
5500 SF
0.126 AC

123
5500 SF
0.126 AC

124
5500 SF
0.126 AC

125
5500 SF
0.126 AC

126
5711 SF
0.131 AC

127
5982 SF
0.137 AC

128
6003 SF
0.138 AC

129
7115 SF
0.163 AC

90
7614 SF
0.175 AC

91
6600 SF
0.152 AC

92
6600 SF
0.152 AC

93
6600 SF
0.152 AC

94
6600 SF
0.152 AC

95
6600 SF
0.152 AC

96
7444 SF
0.171 AC

71
6600 SF
0.152 AC

DESERT WINE CIRCLE

DESERT WINE CIRCLE

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 3, 2019
REVISED : OCTOBER 8, 2019

APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

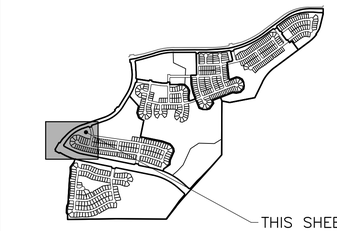
LOOKING GLASS SEGMENT 1

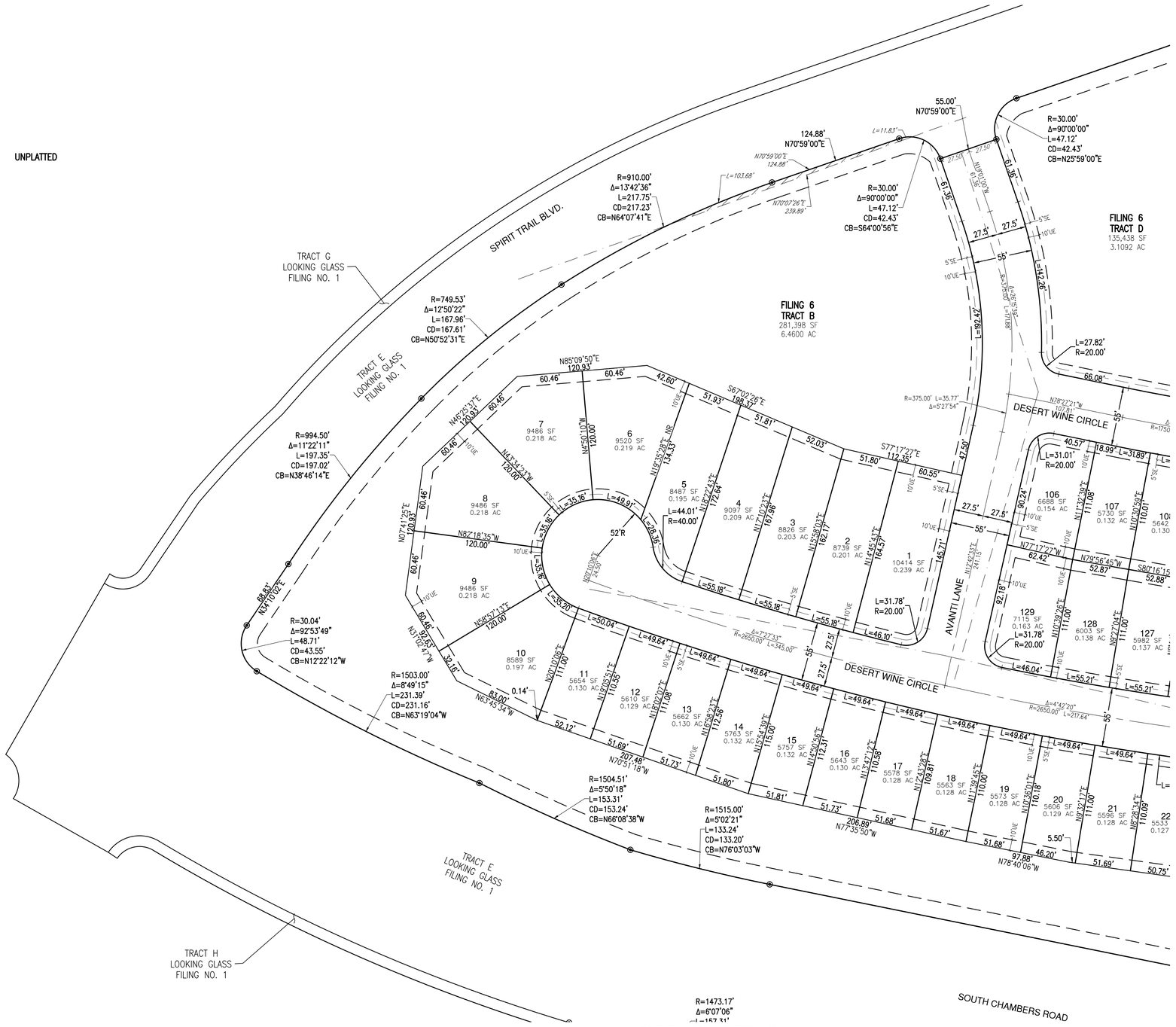
DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 15 OF 23

KEY MAP





GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

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LOOKING GLASS
DATE PREPARED: MARCH 5, 2019
REVISED : OCTOBER 8, 2019

APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

STREET PLAN SHEET 15 OF 23

LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

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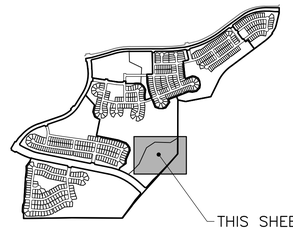
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 16 OF 23

KEY MAP



SEE SHEET 12

SEE SHEET 17

FILING 5
TRACT B
1,788,115 SF
41.0494 AC

2-TRACK ROAD

100 YR FLOODPLAIN

DRAINAGE EASEMENT REC. NO. 2018010380 & REC. NO. 2018010385

S56°26'32"W
232.42'

N88°32'55"W
389.40'

S66°15'41"W
219.47'

DRAINAGE EASEMENT REC. NO. 2018010380 & REC. NO. 2018010385

S24°58'42"W
447.81'

FILING 1
TRACT D
752,480 SF
17.2745 AC

BARB WIRE FENCE

S43°21'18"W
199.84'

2-TRACK ROAD

2-TRACK ROAD

CRAWFOOT VALLEY ROAD

SEE SHEET 19

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
EMK CONSULTANTS, INC.
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DATE PREPARED: MARCH 3, 2019
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APPLICANT/DEVELOPER
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JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
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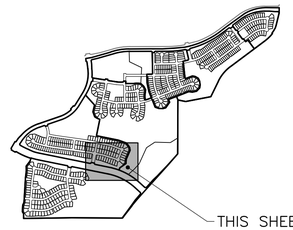
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 17 OF 23

KEY MAP



SEE SHEET 13

SEE SHEET 16

SEE SHEET 18

SEE SHEET 20

SEE SHEET 19

DESERT WINE CIRCLE

BROOMTAIL WAY

SOUTH CHAMBERS ROAD

TRACT E LOOKING GLASS FILING NO. 1

FILING 6
TRACT B
281,398 SF
6.4600 AC

FILING 6
TRACT C
126,315 SF
2.8998 AC

FILING 5
TRACT B
1,788,115 SF
41.0494 AC

FILING 1
TRACT D
752480 SF
17.2745 AC

FILING 7
TRACT G
63,998 SF
1.4692 AC

FILING 7
TRACT A
,522,085 SF
34.9422 AC

DRAINAGE EASEMENT
PER REC. NO. _____

DRAINAGE EASEMENT
PER REC. NO. _____

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
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JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
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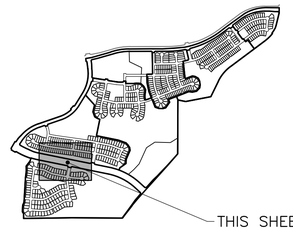
LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 18 OF 23

KEY MAP



SEE SHEET 14

SEE SHEET 15

SEE SHEET 17

SEE SHEET 21

SEE SHEET 20

DESERT WINE CIRCLE

AVANT

RUSSELL TRAIL

SOUTH CHAMBERS ROAD

BROOMTAIL PLACE

BLACK ROSE CIRCLE

DRAINAGE EASEMENT PER REC. NO. _____

FILING 6
TRACT B
281,398 SF
6.4600 AC

FILING 7
TRACT B
108,443 SF
2.4895 AC

FILING 7
TRACT C
183,926 SF
4.2223 AC

FILING 7
TRACT G
63,998 SF
1.4692 AC

FILING 7
TRACT A
1,522,085 SF
34.9422 AC

TRACT E LOOKING GLASS FILING NO. 1

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
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JOB NO. 13095.00

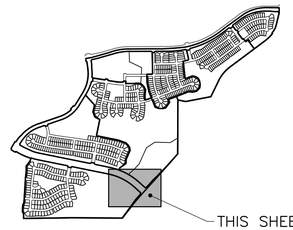
LOOKING GLASS
DATE PREPARED: MARCH 5, 2019
REVISED : OCTOBER 8, 2019
APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES
SHEET 19 OF 23

KEY MAP



SEE SHEET 17

SEE SHEET 16

SEE SHEET 20

SEE SHEET 23

SEE SHEET 5

S21°19'26"W

R=1585.00'
Δ=9°21'15"
L=258.77'
CD=258.48'
CB=N64°52'24"W

FILING 5
TRACT B
1,788,1150 SF
41.0494 AC

S46°52'26"W
179.05'

FILING 1
TRACT D
752,480 SF
17.2745 AC

SOUTH CHAMBERS ROAD

CROWFOOT VALLEY ROAD

R=1415.00'
Δ=30°49'54"
L=761.43'
CB=S63°09'16"E
CD752.28'

DRAINAGE EASEMENT
REC. NO. _____

100 YEAR FLOOD PLAIN

FILING 7
TRACT A
1,522,085 SF
34.9422 AC

180.25'
N47°44'19"W

R=35.00'
Δ=89°23'57"
L=54.61'
CB=N03°02'21"W
CD49.24'

R=7580.50'
Δ=1°27'34"
L=193.10'
CB=S40°55'51"W
CD193.10'

135.68'
S34°43'26"W

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY

EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS
DATE PREPARED: MARCH 3, 2019
REVISED : OCTOBER 8, 2019

APPLICANT/DEVELOPER
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DENVER, COLORADO 80246
ATTN: LAWRENCE JACOBSON

LOOKING GLASS SEGMENT 1

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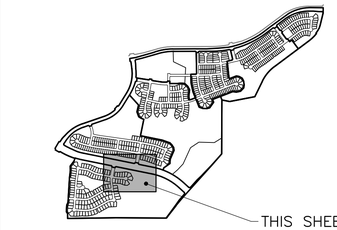
TOTAL ACREAGE 306.746 ACRES

SHEET 20 OF 23

KEY MAP



SEE SHEET 18
SEE SHEET 17
SEE SHEET 21
SEE SHEET 19
SEE SHEET 23

FILING 6
TRACT B
281,398 SF
6.4600 AC

FILING 6
TRACT C
126,315 SF
2.8998 AC

FILING NO. 7
TRACT B
108,443 SF

FILING 7
TRACT C
183,926 SF
4.2223 AC

FILING 7
TRACT F
111,100 SF
2.5505 AC

FILING 7
TRACT A
1,522,085 SF
34.9422 AC

DESERT WINE CIRCLE
BLACK ROSE CIRCLE
BROOMTAIL PLACE
SOUTH CHAMBERS ROAD
TRACT E LOOKING GLASS FILING NO. 1
DRAINAGE EASEMENT PER REC. NO. _____

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

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LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

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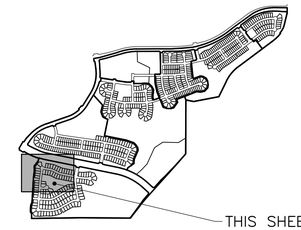
COUNTY OF DOUGLAS, STATE OF COLORADO
TOTAL ACREAGE 306.746 ACRES

SHEET 21 OF 23

KEY MAP



SEE SHEET 15

SEE SHEET 18

SEE SHEET 20

SEE SHEET 22

UNPLATTED

UNPLATTED

TRACT H
LOOKING GLASS
FILING NO. 1

SOUTH CHAMBERS ROAD

TRACT E LOOKING GLASS FILING NO. 1

R=1473.17'
Δ=6°07'06"
L=157.31'
CB=N75°53'46"W
CD157.24'

N78°34'13"W
1299.47'

N15°46'42"E
100.34'

N74°01'09"W

N18°30'05"W
31.92'

S18°30'05"E
46.31'

N71°29'55"E
25.00'

DRAINAGE EASEMENT
PER REC. NO. _____

745.97'
N78°34'13"W

CB=

N18°47'21"E
44.12'

27.05'

138.77'
N36°44'54"E

69.72'

69.64'

N57°27'58"W
110.00'

N53°29'46"W
100.00'

L=53.02'

L=29.88'
R=40.00'

10.55'

L=41.72'

L=51.61'

52'R

N80°52'40"W 194.20'

FILING 7
TRACT B
108,443 SF
2.4895 AC

N67°49'29"W
244.25'

N78°34'13"W
300.00'

DRAINAGE EASEMENT
PER REC. NO. _____

N80°52'40"W NR
121.67'

103.53'
N01°18'00"W

62.72'

40.81'

L=13.04'

L=29.88'
R=40.00'

N80°52'40"W
128.55'

23.94'

27.5'

55'

N80°52'40"W
125.70'

N80°52'40"W
122.85'

N80°52'40"W
120.00'

180.20'
N06°24'08"E

65.59'
N00°51'50"W

565.00'
N04°08'00"E

FILING 7
TRACT D
6,879 SF
0.1579 AC

L=29.87'

L=7.61'

52.39'

125.44'

L=30.63'
R=19.50'

N80°52'40"W
193.06'

Δ=17°18'27"
R=350.00'
L=105.73'

N63°34'13"W
117.36'

L=64.91'

L=32.51'

35.56'

50.50'

27.5'

55'

100.50'

144.39'

N00°20'20"E
291.89'

BLACK ROSE CIRCLE

L=15.97'

N83°20'03"W
109.74'

L=16.46'

N85°52'00"W
85.48'

N4°08'00"W NR

71.61'

L=59.87'

N13°48'56"E
116.26'

12.55'

N46°56'47"W
126.40'

N66°17'29"E
124.85'

N2°38'58"W
88.19'

L=10.75'

L=43.38'
R=40.00'

48.67'

N4°08'00"E
24.50'

L=41.08'

L=40.00'

29.18'

N81°58'25"E
91.36'

N68°30'23"W

GENEVIEVE PLACE

N85°52'00"W
177.50'

L=38.01'

N63°34'13"W
118.67'

11.33'

N26°25'47"E
122.88'

L=13.34'

N24°34'20"E
122.77'

N15°45'39"E
111.40'

L=56.94'

L=28.55'

29.91'

BROOMTAIL PLACE

N78°34'13"W
365.00'

N63°34'13"W
175.66'

63.64'

75.39'

66.86'

N78°34'13"W
449.83'

L=31.42'
R=20.00'

5.00'

47.59'

67.59'

5.59'

L=116.94'

L=38.69'

51.56'

N8°3'40"E

57.28'

8.66'

76.41'

N71°34'23"E
430.84'

66.43'

N18°25'37"W
110.00'

N71°34'23"E

66.43'

16.81'

53.81'

47.21'

L=31.42'
R=20.00'

N63°34'13"W
118.67'

L=26.79'

N26°25'47"E
122.88'

N15°45'39"E
111.40'

N11°25'47"E
110.00'

N11°25'47"E
121.28'

N11°25'47"E
110.33'

N18°25'37"W
110.00'

N11°25'47"E
121.28'

N11°25'47"E
121.28'

N11°25'47"E
121.28'

N11°25'47"E
121.28'

N11°25'47"E
121.28'

N11°25'47"E
121.28'

13	9987 SF	0.229 AC	
14	9257 SF	0.213 AC	
15	8033 SF	0.184 AC	
16	7628 SF	0.175 AC	
17	7457 SF	0.171 AC	
18	7286 SF	0.167 AC	
19	6600 SF	0.152 AC	
20	6600 SF	0.152 AC	
21	6600 SF	0.152 AC	
22	6600 SF	0.152 AC	
23	6600 SF	0.152 AC	
12	6601 SF	0.152 AC	
11	6601 SF	0.152 AC	
10	7325 SF	0.168 AC	
9	7529 SF	0.173 AC	
8	7066 SF	0.162 AC	
7	7409 SF	0.170 AC	
6	8041 SF	0.185 AC	
5	7277 SF	0.167 AC	
4	7277 SF	0.167 AC	
3	7277 SF	0.167 AC	
2	7277 SF	0.167 AC	
1	7277 SF	0.167 AC	
95	8318 SF	0.191 AC	
96	7200 SF	0.165 AC	
97	7436 SF	0.171 AC	
98	7798 SF	0.179 AC	
99	7367 SF	0.169 AC	
100	7537 SF	0.173 AC	
101	7628 SF	0.175 AC	
102	6906 SF	0.159 AC	
103	6600 SF	0.152 AC	
104	6600 SF	0.152 AC	
105	6600 SF	0.152 AC	
106	6600 SF	0.152 AC	
107	7349 SF	0.169 AC	
94	8143 SF	0.187 AC	
92	7943 SF	0.182 AC	
93	9155 SF	0.210 AC	
91	10190 SF	0.234 AC	
90	8038 SF	0.185 AC	
87	7614 SF	0.175 AC	
88	6600 SF	0.152 AC	
89	8581 SF	0.197 AC	
75	7775 SF	0.178 AC	
76	7302 SF	0.168 AC	
74	8281 SF	0.190 AC	

FILING 7
TRACT C
183,926 SF
4.2223 AC

GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

PREPARED BY
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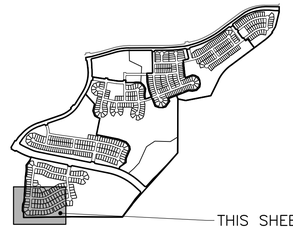
SHEET 22 OF 23

KEY MAP



SEE SHEET 21

GENEVIEVE PLACE
INCA ROSE DRIVE
BLACK ROSE CIRCLE
BLACK ROSE CIRCLE
FILING 7
TRACT C
183,926 SF
4.2223 AC
FILING 7
TRACT A
1,522,085 SF
34.9422 AC
FILING 7
TRACT E
UNPLATTED
UNPLATTED
UNPLATTED
565.00' N04°08'00"E
74.16' N23°25'25"E
149.07' N04°08'00"E
139.68' N31°10'52"W
57.39' N00°43'48"W
1142.37' S89°16'12"W
426.28' N71°34'23"E
119.43' N79°25'20"E
142.87' N87°49'01"W
150.88' S89°58'56"E
79.44' N87°28'49"E
68.49' N87°28'10"E
76.60' S89°35'57"E
85.18' N87°54'07"E
91.36' N81°58'25"E
29.18'
N68°30'23"W
22 6600 SF 0.152 AC
23 6600 SF 0.152 AC
24 6600 SF 0.152 AC
25 7614 SF 0.175 AC
26 8714 SF 0.200 AC
27 8557 SF 0.196 AC
28 9216 SF 0.212 AC
29 10615 SF 0.244 AC
30 12865 SF 0.295 AC
31 9024 SF 0.207 AC
32 8825 SF 0.203 AC
33 8075 SF 0.185 AC
34 8070 SF 0.185 AC
35 8392 SF 0.193 AC
36 8297 SF 0.190 AC
37 8277 SF 0.190 AC
38 7700 SF 0.177 AC
39 7700 SF 0.177 AC
40 7700 SF 0.177 AC
41 7700 SF 0.177 AC
42 7700 SF 0.177 AC
43 8029 0.184
87 7614 SF 0.175 AC
88 6600 SF 0.152 AC
89 8581 SF 0.197 AC
86 7614 SF 0.175 AC
85 6600 SF 0.152 AC
84 6600 SF 0.152 AC
83 7683 SF 0.176 AC
82 7883 SF 0.181 AC
81 7129 SF 0.164 AC
80 7684 SF 0.176 AC
79 7307 SF 0.168 AC
78 7307 SF 0.168 AC
77 7307 SF 0.168 AC
76 7307 SF 0.168 AC
75 7775 SF 0.178 AC
74 8281 SF 0.190 AC
73 10301 SF 0.236 AC
72 8301 SF 0.191 AC
71 7849 SF 0.180 AC
70 8410 SF 0.193 AC
69 8465 SF 0.194 AC
68 8522 SF 0.196 AC
67 8514 SF 0.195 AC
66 8344 SF 0.192 AC
65 8423 SF 0.193 AC
64 8019 SF 0.184 AC
63 7700 SF 0.177 AC
62 8714 SF 0.200 AC
61 8718 SF 0.200 AC
60 7700 SF 0.177 AC
59 7699 SF 0.177 AC
58 8329 SF 0.191 AC
57 8376 SF 0.192 AC
56 8176 SF 0.188 AC
55 7887 SF 0.181 AC
54 7887 SF 0.181 AC
53 7887 SF 0.181 AC
52 7887 SF 0.181 AC
51 7887 SF 0.181 AC
50 7953 SF 0.183 AC
N85°52'00"W 177.50'
N85°52'00"W 137.50'
N85°52'00"W 217.50'
N85°52'00"W 235.00'
N85°52'00"W 134.50'
N85°52'00"W 117.87'
N76°55'28"E 52.80'
N76°55'28"E 58.21'
N71°34'23"E 444.45'
N71°34'23"E 445.58'
A=22°33'37" R=350.00' L=137.81'
A=22°33'37" R=600.00' L=236.25'
A=6°19'39" R=400.00' L=44.19'
L=88.10'
L=59.79'
L=26.79'
L=116.50'
L=80.88'
L=46.10'
L=53.47'
L=66.56'
L=28.60'
L=31.42' R=20.00'
L=29.88' R=40.00'
L=9.87'
L=30.63' R=19.50'
L=51.03'
L=51.40'
L=57.08'
L=12.50'
L=84.16'
L=82.12'
L=46.64'
L=49.99'
L=68.37'
L=60.35'
L=19.07'
L=22.07'
L=4.49'
L=19.6
L=47.21'
L=53.81'
L=31.42' R=20.00'
L=18.57'
L=13.92'
L=29.88' R=40.00'
L=14.12'
L=9.42'
L=16.81'
L=57.84'
L=53.81'
L=31.42' R=20.00'
L=22.07'
L=19

LOOKING GLASS SEGMENT 1

DEVELOPMENT SKETCH & PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
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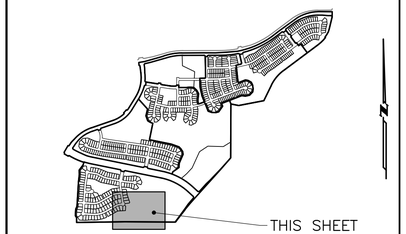
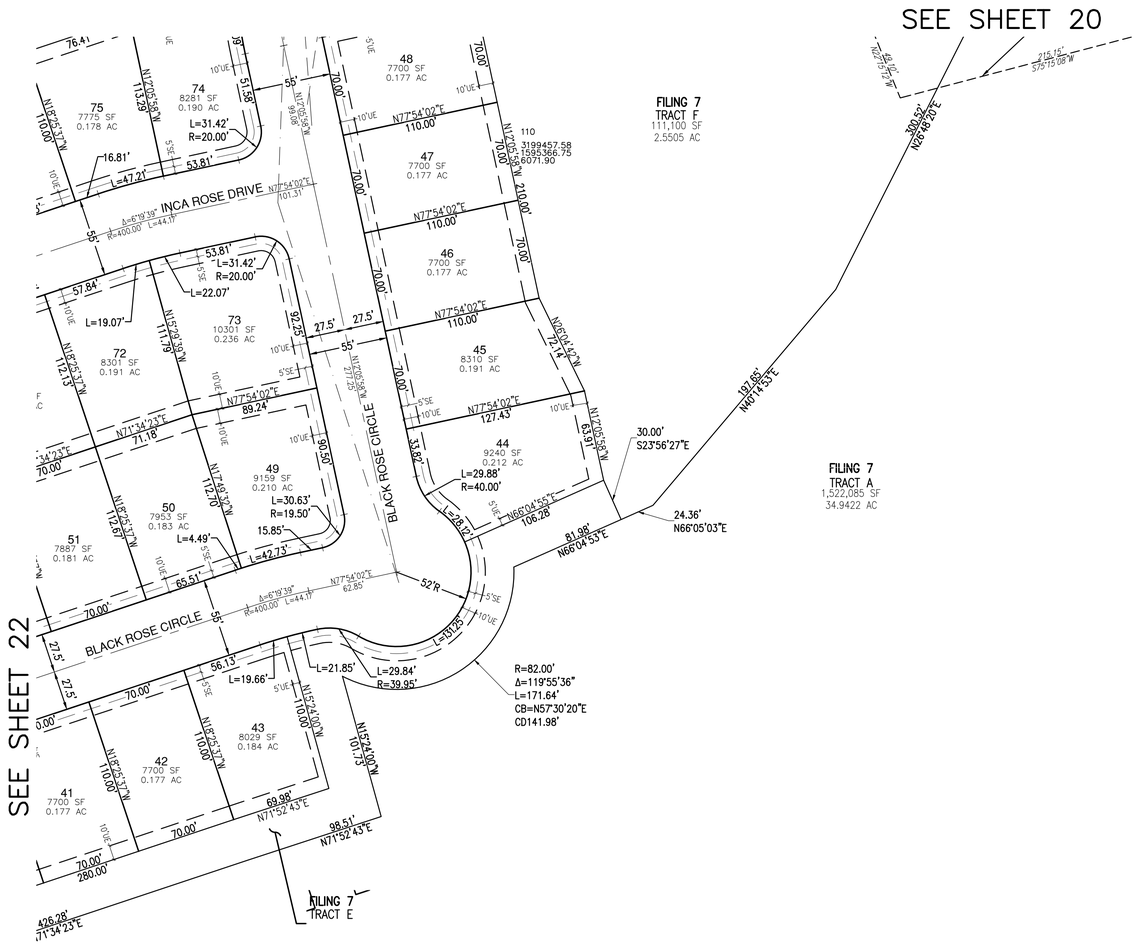
TOTAL ACREAGE 306.746 ACRES

SHEET 23 OF 23

KEY MAP





GRAPHIC SCALE
0 25 50 100 150
1 INCH = 50 FEET

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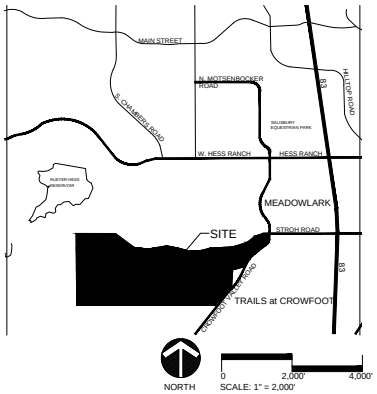
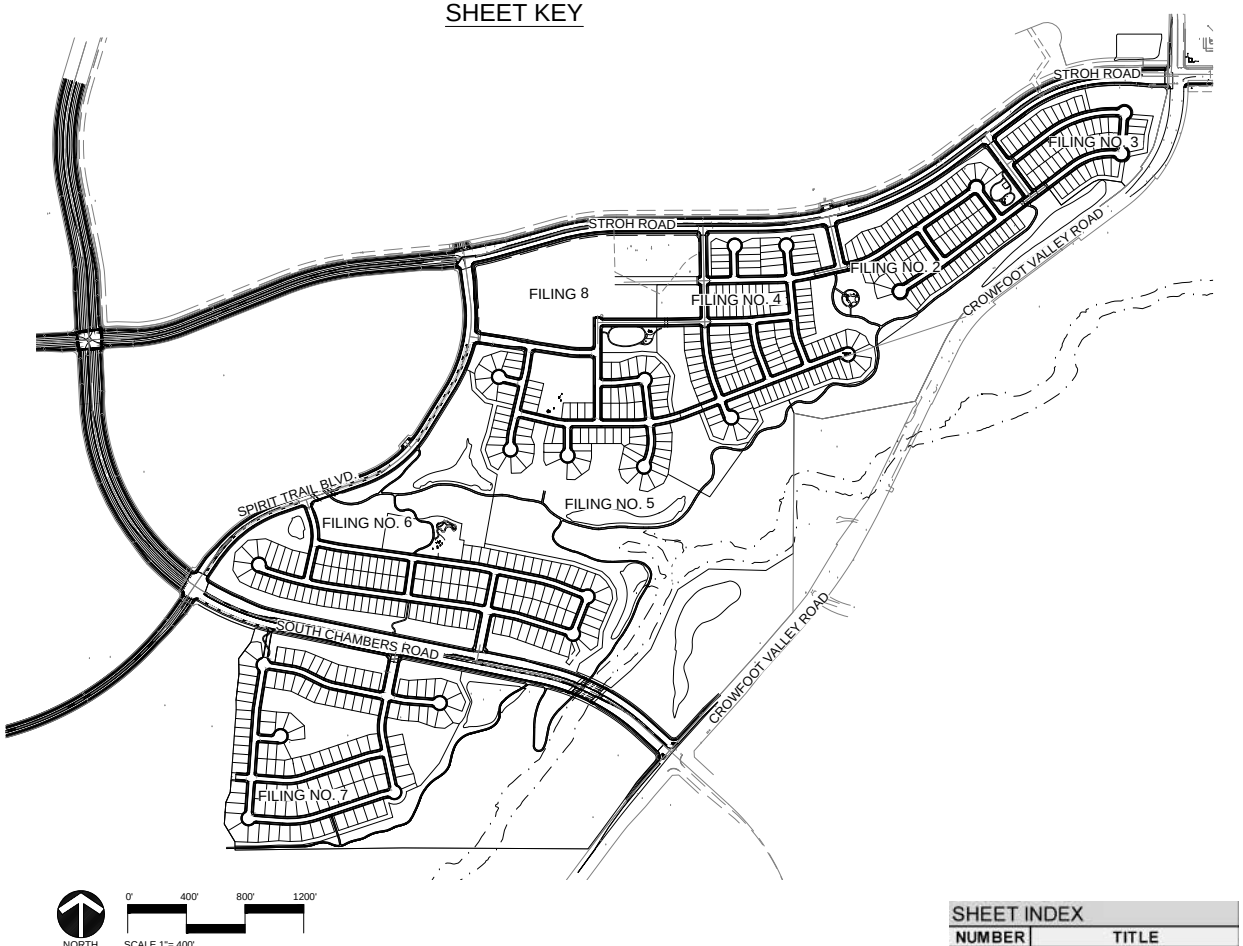
LOOKING GLASS FILING NOS. 2-7 OVERALL

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

VICINITY MAP



SHEET KEY



Future Filing No.	Planning Area	Total Acres	Dwelling Units	Residential Acreage	Road Right of Way Acres	Planned Development Open Space Acres	Land Dedication (Parks) Acres
2	7 East	39.5377	81	10.502	5.166	13.7286	6.602
3	9	14.1106	51	7.198	2.363	4.2498	(in Fil. 2)
4	7 West	27.9149	125	17.663	6.992	(In Filing 2 &5)	(in Fil 2)
5	8	94.0715	82	13.004	7.471	65.3799	4.806
6	21	55.0847	129	20.115	7.362	15.139	3.1092
7	25	76.0258	120	29.147	28.968	39.1645	2.5505

FILING INDEX

FILING NUMBER	PLANNING AREA
2	7 EAST
3	9
4	7 WEST
5	8
6	21
7	25
8	6

SHEET INDEX

NUMBER	TITLE
L1.0	LANDSCAPE COVER SHEET
L1.1	LANDSCAPE REQUIREMENTS
L1.2	MONUMENTATION PLAN
L1.3	MONUMENTATION DETAILS
L1.4	FENCING PLAN
L1.5	FENCING DETAILS
L1.6	TRAIL PLAN
L1.7	LANDSCAPE NOTES
L1.8	PLANT SCHEDULE
L1.9	SITE DETAILS
L1.10	SITE DETAILS
L1.11	SITE DETAILS

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/14/2019
3	SKETCH PLAN- 3rd SUBMITTAL	10/22/2019
4		

LOOKING GLASS FILING NO. 2-7 OVERALL

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE: 2019-05-08
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

COVER SHEET

L1.0

TOWN OF PARKER LANDSCAPE REGULATIONS-13.06.070

(g) Plant material specifications.

(1) Plant materials shall be selected from the Town's recommended plant list. Species not included in the recommended plant list may be submitted for consideration, so long as the species is not on the excluded list. All plants shall meet or exceed the plant quality and species standards of the American Standard for Nursery Stock ANSI Z60.1-2004, as amended. Selected plant materials shall be healthy and shall be nursery-grown and adapted to the local area. Artificial plant materials are prohibited within landscaped areas; this includes synthetic turf.

(2) All plant materials must meet the following requirements:

a. Deciduous shade trees: between 2-inch caliper and 2½-inch caliper (measured six [6] inches above the ground).

b. Ornamental and flowering trees: between 1½-inch caliper and 2-inch caliper (measured six [6] inches above the ground).

c. Evergreens: between six (6) feet tall and eight (8) feet tall (measured to mid-point of most recent year's growth).

d. Shrubs: five-gallon container (two [2] to three [3] feet in height for deciduous, eighteen- to twenty-four-inch spread for junipers, or as provided by the American Standard for Nursery Stock ANSI Z60.1-2004, as amended).

(1) Landscaping shall be provided in a sufficient variety of species to ensure the continued appeal of a project in those instances where a particular species is killed through insect or disease activity.

(2) To the maximum extent practicable, landscaping shall include well-adapted, drought-tolerant vegetation, which generally requires less water and landscape maintenance.

(3) Due to excessive watering requirements, seed mixtures or sod containing traditional Bluegrass, fescue or ryegrass cultivars are discouraged. Native grasses (such as Blue Grama and Buffalo Grass) are encouraged as replacements.

(h) Planting standards.

(1) Landscaping shall comply with the planting standards as provided in the Town's Public Works Technical Reference Manual, as amended.

(2) Plant materials shall be spaced appropriately to allow adequate room for the plant at maturity.

(3) Tree pits and cutouts must meet the criteria set forth in the Town's Public Works Technical Reference Manual, as amended.

(4) Landscaping shall be protected from vehicles by the placement of wheel stops, curbs or other acceptable means, approved by the Town.

(5) All trees shall be spaced appropriately from light poles, signs, structures, etc.

(6) Trees shall not be eliminated through the location of light poles in parking lot islands and within the parking lot perimeter landscaping.

(j) Irrigation requirements.

(1) All landscaped areas shall be served by a functioning automatic irrigation system, except on individual single-family residential lots.

(2) Landscaped areas in excess of five thousand (5,000) square feet shall have a properly designed irrigation system providing full coverage to all turf and plant material areas from rotary/gear-drive sprinklers, pop-up and surface spray sprinklers, bubblers, drip or trickle irrigation, as appropriate for the area to be landscaped. Residential landscaped areas less than five thousand (5,000) square feet may be irrigated by hand, so long as an adequate water source, such as outdoor hose bibs, is within fifty (50) feet of the landscaped area.

a. Landscape plantings are to be grouped according to water needs.

b. Trees, shrubs and plantings in bed areas shall be irrigated by drip, bubbler systems, low volume spray heads or subsurface irrigation systems, which may include the product Netafim or approved equivalent. Subsurface irrigation systems are strongly encouraged due to their efficiency and minimized runoff potential.

c. High-water-use turf areas, which may include Bluegrass, Fescue or other high-water-use turf, may be irrigated using pop-up or rotary/gear-drive sprinklers. Pop-up heights on sprinkler heads should be adequate to clear the grass height when extended.

d. The use of subsurface irrigation for alternative low-water-use turf grass areas, which may include Buffalo Grass, Blue Grama or other low-water-use turf, is encouraged.

e. Temporary or permanent irrigation must be provided to native grass areas for establishment in order to assist in complying with the re-vegetation standards as provided in the Storm Drainage and Environmental Criteria Manual, as amended. Temporary irrigation for establishment of native vegetation may be installed above ground and removed immediately after establishment is complete, or in any case, no longer than one (1) year.

f. c. Undeveloped lots planned for development, roadways and/or other capital improvement projects may not require temporary or permanent irrigation as determined by the Department of Engineering.

(1) Irrigation systems shall be designed and maintained to minimize overspray and runoff onto adjacent impervious surfaces, such as roadways, sidewalks and parking lots.

(2) Rainfall or soil moisture sensors, check valves, pressure reducers, water-efficient sprinkler heads, which may include Hunter MP Rotators or approved equivalent, and flow sensor valves are all desirable to reduce unnecessary water usage.

(k) Maintenance requirements.

(1) All plantings shall be maintained in a healthy and attractive manner, as determined by the Town. Maintenance shall be conducted by the property owner of record, the property owner's agent or tenant or a homeowners' association which has assumed landscape maintenance responsibility. All ornamental landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include, but not be limited to, watering, fertilizing, weeding, cleaning, mowing, edging, mulching, pruning, trimming, spraying, cultivating or other maintenance as needed and in accordance with acceptable horticultural practices. Areas of native or naturalized landscape are exempt from this level of maintenance. Acceptable maintenance of native plants includes, but is not limited to, removal of dead or diseased plants, weed control and seasonal mowing.

(2) Dead plant materials shall be removed and replaced with healthy planting materials of comparable size and species that meet the original intent of the approved landscape design within forty-five (45) days of their death, unless seasonal conditions prohibit removal and replacement. In such case, the removal and replacement shall occur within a reasonable period of time approved by the Town.

(3) Nonliving landscape materials such as rock, stone, bark chips and shavings which no longer cover the area in which they were originally deposited shall be regularly replenished to maintain the full coverage to a minimum depth of three (3) inches for rock mulches and four (4) inches for wood mulch.

(4) Landscaping structural features (*e.g.* , fencing, walls, planter boxes) and site furnishings shall be maintained in a sound, structural and attractive condition.

(5) Irrigation systems are to be monitored and adjusted periodically to ensure that the water demands of all plant materials are being met.

(6) Irrigation system repairs shall be made within seven (7) days of discovery of damage, unless seasonal conditions prohibit repairs.

(7) Landscaped areas shall be free from trash and debris.

(8) Failure to replace dead landscape materials within a reasonable period of time, as specified in Paragraph (2) above, shall be considered a violation of the site plan approval and is subject to the enforcement and penalty provisions of this Title.

(5) In all required landscaped areas, except within public rights-of-way, one (1) tree and five (5) shrubs shall be planted for each one thousand five hundred (1,500) square feet of lot area not covered by a building or required parking.

a. Ten (10) shrubs may be substituted for one (1) tree when approved during the site plan process. An administrative finding that strict compliance with the tree requirement cannot be reasonably accomplished on site, and is not the result of a self-imposed hardship, will be required.

b. One (1) ornamental grass in a five-gallon container or three (3) ornamental grasses in one-gallon containers may be substituted for one (1) shrub.

c. A mix of deciduous and evergreen trees is required to provide color and screening in winter months. A minimum of twenty-five percent (25%) and a maximum of fifty percent (50%) shall be evergreen trees.

d. The landscaping materials required by these provisions shall be distributed throughout the areas to be landscaped in such a manner as to avoid an overmassing of plant materials or, except where desirable, to obstruct views.

(1) Landscaping proposed in the public right-of-way to fulfill a standard of this Section for on-site landscaping shall not be permitted.

(m) Streetscape landscaping.

(1) The intent of this Subsection is to create a uniform street landscape character and to reinforce the pedestrian environment established along streets and internal vehicle access drives.

(2) General requirements.

a. The streetscape landscaping scheme at intersections shall be interrupted to address site distance triangles.

b. Site distance triangles shall be maintained and are to be designed based upon projected traffic level and speeds.

(1) Streetscape plantings.

a. Streetscape and median landscaping shall be in compliance with the Town's Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended.

b. Additional requirements may be required, as outlined in this Subsection.

c. No trees or groups of trees shall be farther apart than forty (40) feet.

(p) Site perimeter landscaping requirements.

(1) The intent of this Subsection is to establish minimum requirements for plantings around the perimeter of a site.

(2) Site perimeters shall be landscaped according to the standards shown in Schedule 13.06.070A below.

(3) Of the amount of trees required by Schedule 13.06.070A below, a minimum of forty percent (40%) and a maximum of sixty percent (60%) of the trees shall be evergreen to be consistent with the local ecology and provide year-round color.

(4) Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Informal groups shall be a minimum of five (5) trees for each grouping to achieve massing in a manner which limits obstruction of significant views and/or screens objectionable views.

LANDSCAPE REQUIREMENTS

AREA	QUANTITY	UNIT	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED
FILING-2	7,282	LF	182.1	165	NA	NA
FILING-3	3,944	LF	98.6	68	NA	NA
FILING-4	9,859	LF	241.5	181	NA	NA
FILING-5	11,261	LF	281.5	212	NA	NA
FILING-6	10,801	LF	270.0	219	NA	NA
FILING-7	9,911	LF	247.8	230	NA	NA
SUB TOTAL	**52,858**	**LF**	**1,321.5**	**1,075**		
SIGHT DISTANCE	-8,835	LF	-220.9	NA		
SIGN CLEARANCE	-2,300	LF	-57.5	NA		
TOTAL STREET TREES	**41,723**	**LF**	**1,043.1**	**1,075**		
STROH ROAD	4,686	LF	156.2	157	781.0	781
SPIRIT TRAIL BLVD	1,963	LF	65.4	77	327.2	327
CHAMBERS ROAD	4,796	LF	159.9	161	799.3	799
RED ELDER WAY	480	LF	16.0	16	80.0	80
JACQUELINE BOULEVARD	532	LF	17.7	18	88.7	89
AMBER SKY LANE	262	LF	8.7	9	43.7	44
BLACK ROSE CIRCLE	418	LF	13.9	14	69.7	70
SPIRIT TRAIL PLACE	312	LF	10.4	10	52.0	52
BROOMTAIL WAY	418	LF	13.9	14	69.7	70
TOTAL STREET BUFFERS	**13,867**	**LF**	**462.1**	**476**	**2,311.3**	**2,312**
FILING-2	47,605	SF	31.7	32	158.7	159
FILING-3	83,139	SF	55.4	55	277.1	277
FILING-4	21,095	SF	14.1	18	70.3	70
FILING-5	31,023	SF	20.7	21	103.4	36
FILING-6	76,993	SF	51.3	66	256.7	257
FILING-7	96,465	SF	64.3	65	321.5	321
TOTAL OPEN SPACE	**356,320**	**SF**	**237.5**	**257**	**1,187.7**	**1120**
FILING-2	287,567	SF	191.7	221	958.5	959
FILING-3*	0	SF	0.0	0	0.0	0
FILING-4*	0	SF	0.0	0	0.0	0
FILING-5	209,337	SF	139.5	152	697.8	698
FILING-6	135,438	SF	90.3	97	451.5	452
FILING-7	111,100	SF	74.0	62	370.3	370
FILING- 8**	0	SF	0.0	0	0.0	0
TOTAL PARKS	**743,442**	**SF**	**495.5**	**532**	**2,478.1**	**2,479**
TOTAL	**1,155,352**		**2,238.2**	**2,340**	**5,977.1**	**5,911**

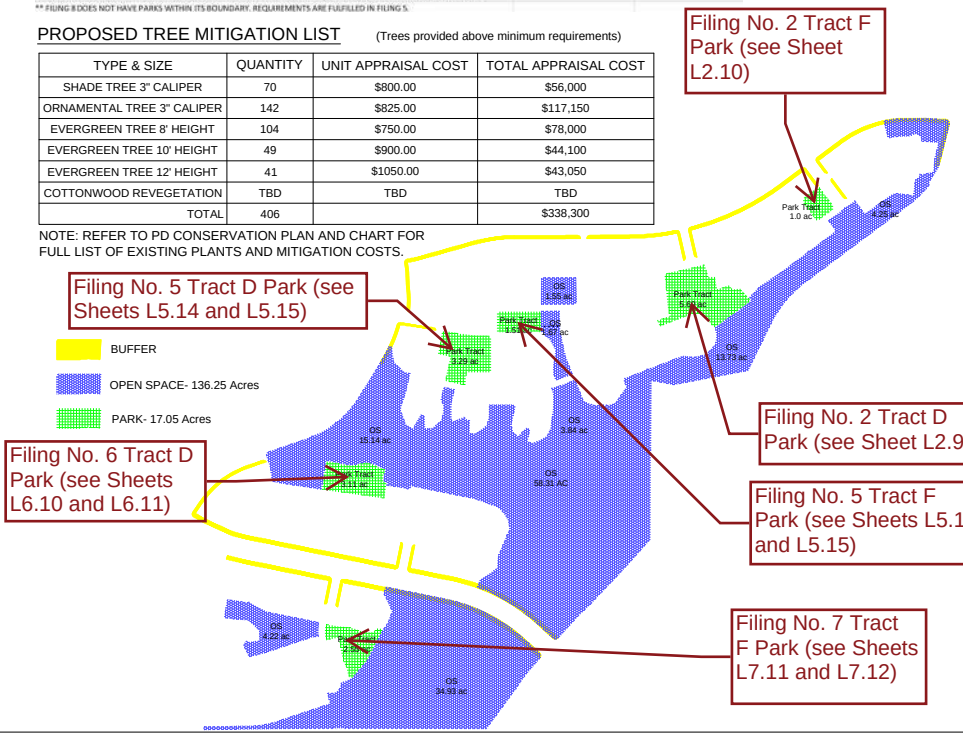
*FILING 3 & FILING 4 DO NOT HAVE PARKS WITHIN THEIR BOUNDARY. PARK REQUIREMENTS WILL BE FULFILLED IN FILING 2.
** FILING 8 DOES NOT HAVE PARKS WITHIN ITS BOUNDARY. REQUIREMENTS ARE FULFILLED IN FILING 5.

PROPOSED TREE MITIGATION LIST

(Trees provided above minimum requirements)

TYPE & SIZE	QUANTITY	UNIT APPRAISAL COST	TOTAL APPRAISAL COST
SHADE TREE 3" CALIPER	70	$800.00	$56,000
ORNAMENTAL TREE 3" CALIPER	142	$825.00	$117,150
EVERGREEN TREE 8' HEIGHT	104	$750.00	$78,000
EVERGREEN TREE 10' HEIGHT	49	$900.00	$44,100
EVERGREEN TREE 12' HEIGHT	41	$1050.00	$43,050
COTTONWOOD REVEGETATION	TBD	TBD	TBD
TOTAL	406		$338,300

NOTE: REFER TO PD CONSERVATION PLAN AND CHART FOR FULL LIST OF EXISTING PLANTS AND MITIGATION COSTS.



NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/14/2019
3	SKETCH PLAN- 3rd SUBMITTAL	10/02/2019
4		

LOOKING GLASS FILING NO. 2-7 OVERALL

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE: 2019-05-08
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

LANDSCAPE REQ.

L1.1

LOOKING GLASS FILING NOS. 2-7 OVERALL- MONUMENTATION PLAN

NOTE:
SIGNAGE IS NOT REVIEWED OR APPROVED AS A PART OF THIS PROCESS. SIGNAGE WILL BE APPROVED BY A SEPARATE PROCESS.

COMMUNITY ENTRY MONUMENT
SCALE: NTS

NEIGHBORHOOD ENTRY MONUMENT
SCALE: NTS

WAYFINDING & PARK SIGNAGE
SCALE: NTS

NOTE:
Refer to L1.3 for Entry Monument Details and Section.

NORTH

0' 300' 600' 900'
SCALE 1"= 300'

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/14/2019
3	SKETCH PLAN- 3rd SUBMITTAL	10/22/2019
4		

LOOKING GLASS FILING NO. 2-7 OVERALL
PARKER, COLORADO
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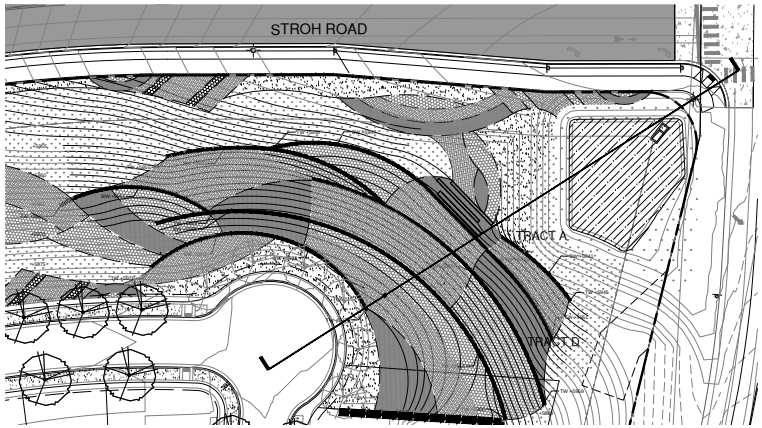
MONUMENT PLAN
L1.2

LOOKING GLASS FILING NOS. 2-7 OVERALL- MONUMENTATION PLAN

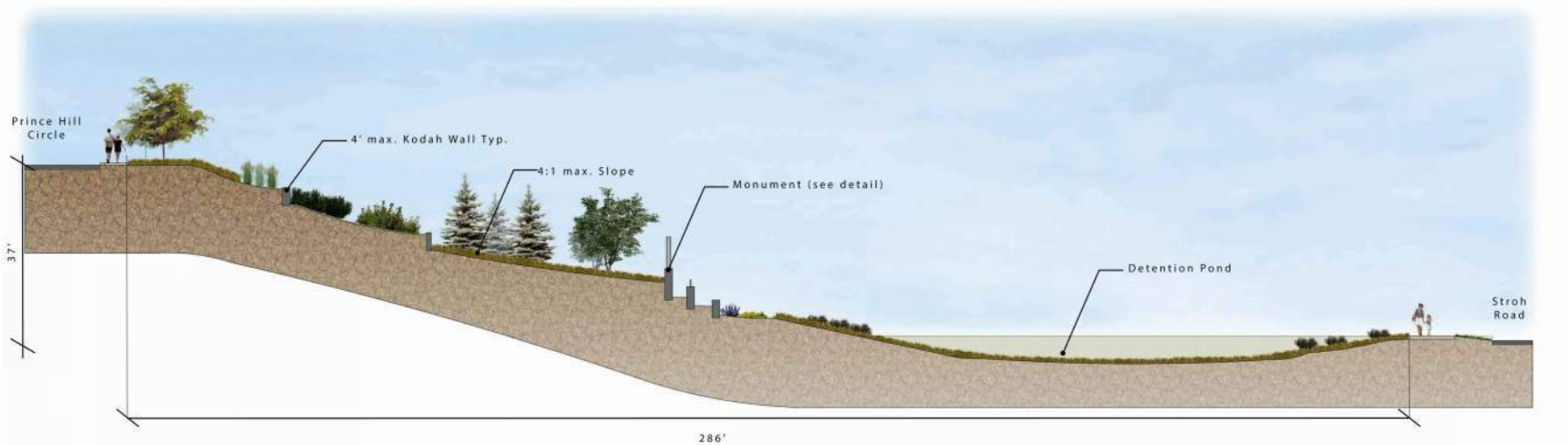


SECTION CUT- ENTRY MONUMENT
SCALE: 1"= 40'-0"

NOTE:
Refer to L1.11 for Entry Monument Details
FINAL GRADING TO BE SUBMITTED AT FINAL PLAT OF FILING 3.

NOTE:
SIGNAGE IS NOT REVIEWED OR APPROVED AS A PART OF THIS PROCESS. SIGNAGE WILL BE APPROVED BY A SEPARATE PROCESS.

ILLUSTRATIVE ENTRY MONUMENT
SCALE: 1"= 10'-0"



Entry Monument Section Cut
SCALE: 1" = 10' 0"

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
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3	SKETCH PLAN- 3rd SUBMITTAL	10/22/2019
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PARKER, COLORADO

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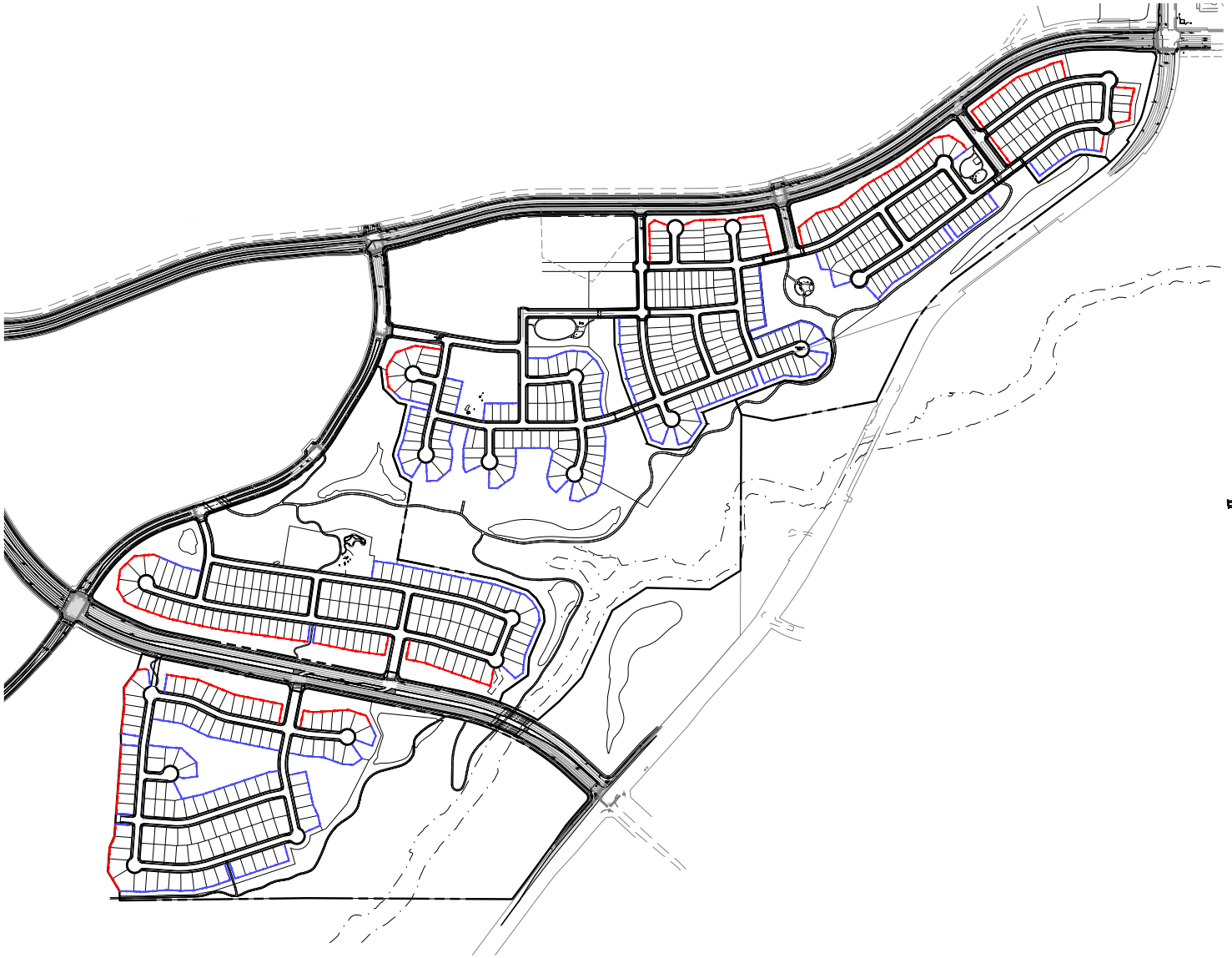
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

MONUMENT DETAILS

L1.3

LOOKING GLASS FILING NOS. 2-7 OVERALL- FENCING PLAN



LEGEND

- OPEN RAIL FENCE
- PRIVACY FENCE
- BUCK & RAIL FENCE, REFER TO SPINE INFRASTRUCTURE PLAN; STREETSCAPE PLAN

NORTH

0' 300' 600' 900'

SCALE 1"= 300'

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1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
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3	SKETCH PLAN- 3rd SUBMITTAL	10/22/2019
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LOOKING GLASS FILING NO. 2-7 OVERALL

PARKER, COLORADO

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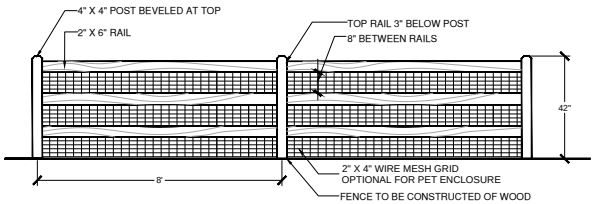
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

FENCING PLAN

L1.4

HESS RANCH FILING NO. 1 FENCING PLAN



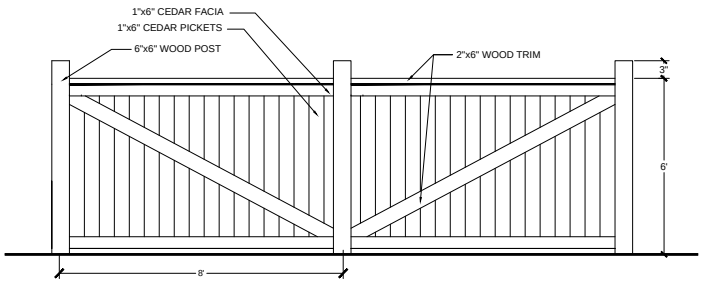
OPEN RAIL FENCE

NOTE:STAINED OR PAINTED FENCE COLOR TO BE DETERMINED BY BUILDER

NOT TO SCALE

BUCK & RAIL FENCE

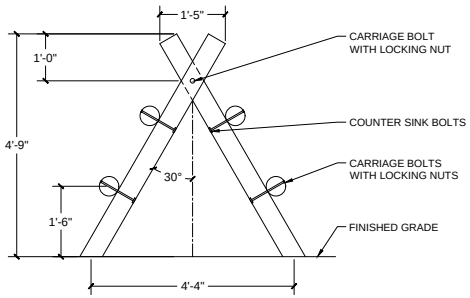
NOT TO SCALE



PRIVACY FENCE

NOTE:STAINED OR PAINTED FENCE COLOR TO BE DETERMINED BY BUILDER

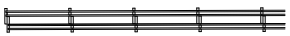
NOT TO SCALE



BUCK & RAIL FENCE- SECTION DETAIL

NOTE:STAINED OR PAINTED FENCE COLOR TO BE DETERMINED BY BUILDER

NOT TO SCALE



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4		

LOOKING GLASS FILING NO. 2-7 OVERALL

PARKER, COLORADO

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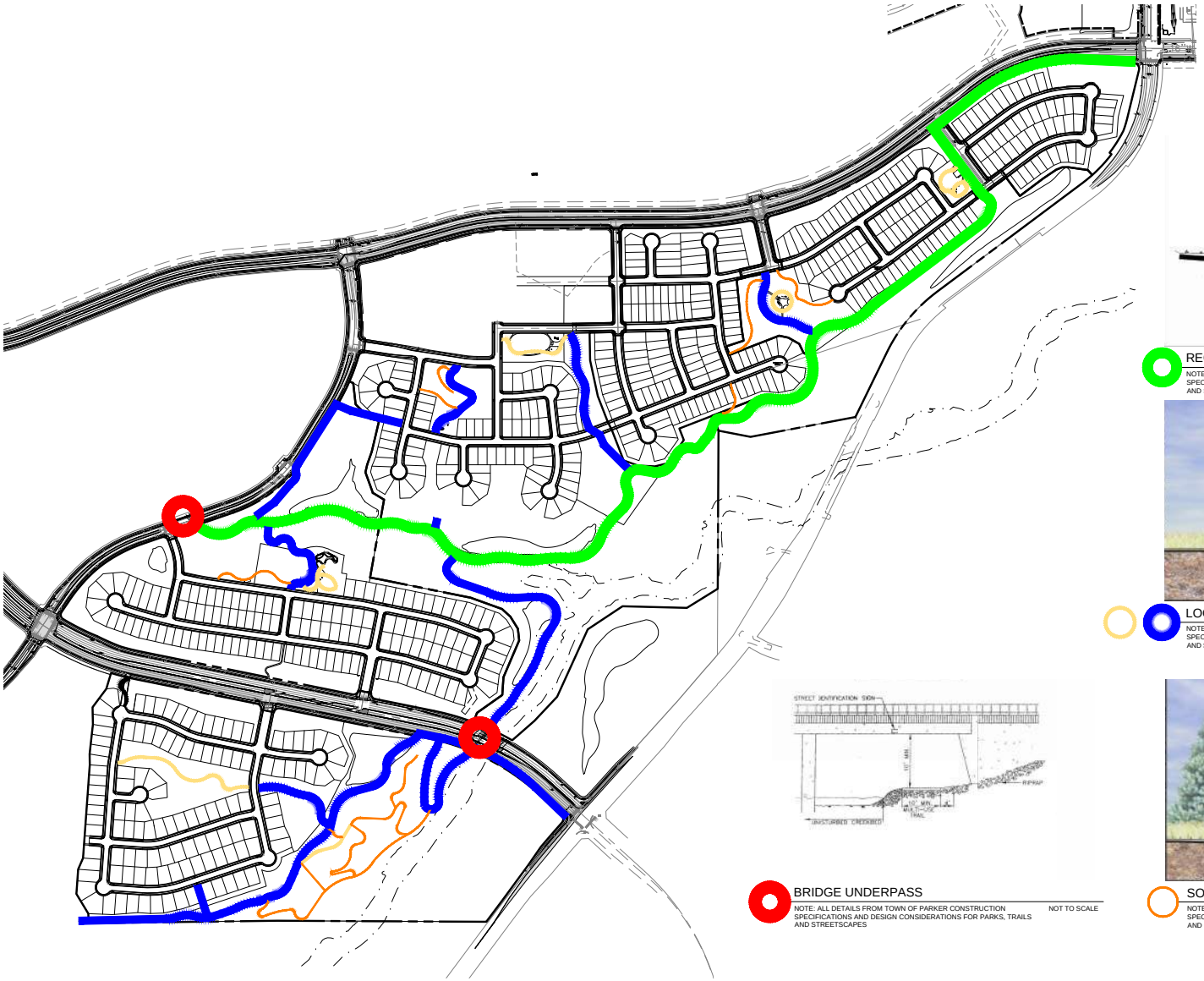
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

FENCE DETAILS

L1.5

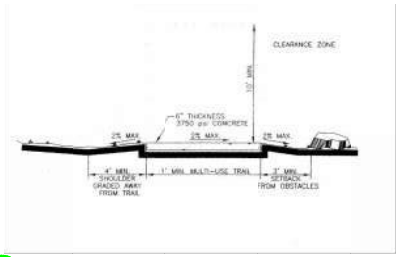
LOOKING GLASS FILING NOS. 2-7 OVERALL- TRAIL PLAN



NORTH

0' 300' 600' 900'

SCALE 1"= 300'



REGIONAL TRAIL

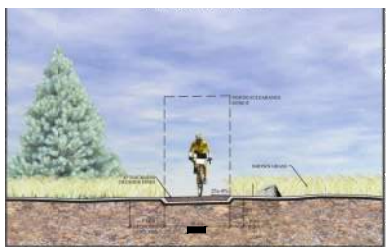
NOTE: ALL DETAILS FROM TOWN OF PARKER CONSTRUCTION SPECIFICATIONS AND DESIGN CONSIDERATIONS FOR PARKS, TRAILS AND STREETSCAPES — NOT TO SCALE

LOCAL TRAIL

NOTE: ALL DETAILS FROM TOWN OF PARKER CONSTRUCTION SPECIFICATIONS AND DESIGN CONSIDERATIONS FOR PARKS, TRAILS AND STREETSCAPES — NOT TO SCALE

BRIDGE UNDERPASS

NOTE: ALL DETAILS FROM TOWN OF PARKER CONSTRUCTION SPECIFICATIONS AND DESIGN CONSIDERATIONS FOR PARKS, TRAILS AND STREETSCAPES — NOT TO SCALE



SOFT SURFACE TRAIL

NOTE: ALL DETAILS FROM TOWN OF PARKER CONSTRUCTION SPECIFICATIONS AND DESIGN CONSIDERATIONS FOR PARKS, TRAILS AND STREETSCAPES — NOT TO SCALE

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3	SKETCH PLAN- 3rd SUBMITTAL	10/22/2019
4		

LOOKING GLASS FILING NO. 2-7 OVERALL

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

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Denver, CO 80202
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DATE: 2019-05-08
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

TRAIL PLAN

L1.6

LOOKING GLASS FILING NOS. 2-7 OVERALL- LANDSCAPE NOTES

GENERAL NOTES

1. The developer, his successors and assigns, shall be responsible for installation, maintenance and replacement of all landscaping materials shown or indicated on the approved landscape plan on file in the planning department. Landscaping will be installed as delineated on the plan, prior to issuance of certificate of occupancy.
2. Landscape material shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or hydrants.
3. A 5-foot clear space shall be maintained around the circumference of fire hydrants.
4. Landscaping material shown within the site plan cannot encroach into roadways that are dedicated (or designated) as fire lane easements (or corridors).
5. In all landscape areas the soil will be amended with a minimum of 4 cubic yards of wood humus and ten pounds of triple super phosphate per 1,000 square feet of area. The amendments shall be tilled to a depth of 8".
6. All landscaped areas and plant material, except for non-irrigated native, restorative and dryland grass areas that comply with requirements found in section 146-1429 and/or section 146-1435, must be watered by an automatic underground irrigation system. Irrigation system design, installation, operation, and maintenance shall conform to requirements found in the city of aurora irrigation ordinance.
7. Turf areas shall be a Kentucky and Texas bluegrass hybrid with at least half of the varieties being drought tolerant.
8. All planting beds shall be mulched with 1.5" rock wood mulch to a depth of 4". weed barrier fabric underlayment required. Perennial beds to be mulched with shredded wood mulch to a depth of 4", without weed barrier fabric.
9. All trees located in sod areas shall have a 3' diameter shredded bark mulch tree ring.
10. All shrub beds shall be separated from turf areas by a rolled top steel edger.
11. All landscaping will meet or exceed the requirements set by the Town of Parker code chapter landscape standards.
12. All parking lot landscaping will meet or exceed the requirements set by the Town of Parker code ----- landscape standards.
13. All fencing shall be in accordance with the Town of Parker fence, wall, and awning standards chapter -----
14. All future development areas in phased development projects that have been disturbed by grading shall meet the town of parker roadway specifications manual chapter----- erosion control associated with construction activities.
15. All proposed landscaping within the sight triangle shall be in compliance with Town of Parker roadway specifications.
16. Trees within sight triangles shall be limbed up to 8 feet.

LANDSCAPE NOTES

1. All landscape improvements shall follow the guidelines per the Town of Parker Construction Specifications and Design Considerations for Parks, Trails, and Streetscapes, 2008, Public Works Technical Reference Manual and Roadway Design and Construction Criteria Manual.
2. All landscape areas and plant material shall be watered by an automatic irrigation system. Drip irrigation is to be provided to shrub areas; turf area heads are to be installed so as to provide head to head coverage. Temporary irrigation shall be provided to native grass areas for establishment in order to assist in complying with the re-vegetation standards of the Town of Parker.
3. All landscaping shall meet the requirements of the "sight visibility triangle" as defined in the Town of Parker Code.
4. All fencing shall be as indicated on the landscape plans and details.
5. All plant material shall carry a warranty for a period of not less than one year after acceptance of the project by the owner. Warranty shall be a one-time replacement that includes plant material and labor costs.
6. Plant species and location should follow approved plan. If site conditions or plant availability require changes to the plan, then the applicant must get approval from the Landscape Architect and Town of Parker, Community Development Department.
   All species substitutions shall be approved by the landscape architect and/or owner and the Town prior to installation. Overall plant quantities and sizing shall remain as indicated on the plant schedule. The contractor shall verify that any substituted plant species are acceptable to the local municipality or governing jurisdictions.
7. To the maximum extent feasible, topsoil that is removed during construction activity shall be conserved for later use on areas requiring re-vegetation and landscaping, as well as for fill dirt in median landscape areas.
8. Before planting or seeding/sodding, soil surface to be rototilled to a minimum depth of six inches (6"). Soil Amendments as specified per Town of Parker Construction Specifications and Design Considerations Manual (see page 5 Soil Preparation and page 6 Soil Amendments) shall be applied evenly across the landscape areas at a rate of six (6) cy per 1000 square feet and rototilled to a depth of six inches (6"). Surface to be finish graded to appropriate elevations and compaction.
9. If it is determined that some trees may be relocated and a tree spade is used, it is required that holes dug with the spade be scraped down and scored with a shovel to remove the 'glaze' that is produced on the soil surface. This will prevent an interface that will impede proper root development.
10. Excavate planting holes with sloping sides. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. Make excavations at least three times as wide as the root ball diameter and less (three to five inches) than the distance from the top most root in the root ball and the bottom of the root ball. The planting area shall be loosened and aerated at least three to five times the diameter of the root ball. Backfill shall consist of existing on site soil - no amendments shall be used unless otherwise specified.
11. Trees shall be planted with the top most root in the root ball 3" to 5" higher than the finished landscape grade. This includes trees that are set on slopes. Set root ball on undisturbed soil. Trees where the trunk flare is not visible shall be rejected. Do not cover the trunk flare with soil.
12. No plant material shall be planted within ten feet of any existing or proposed electrical switchgears, transformers or other electrical utility equipment. Plant material may be field adjusted to provide the 10 foot clearance and accessibility required by the utility's owner/operator.
13. Cut off bottom ⅓ of wire basket before placing tree in hole, cut off remainder of basket after tree is set in hole, remove basket completely. Remove all nylon ties, twine, rope and burlap as possible. Remove unnecessary packing material.
14. Form soil into a 3" to 5" tall watering ring (saucer) around planting area. Apply 3" to 4" depth of cedar mulch inside watering ring with weed control fabric. Weed barrier fabric shall be 2 oz. polyspun geotextile fabric secured with landscape pins. Maintain min. 24" overlap at edges.
15. Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be necessary to stabilize trees. Staking and guying must be removed within 1 year or less of planting date.
16. Planting beds, with the exception of perennial plantings, shall be mulched with rock or rock cobble mulch, as specified on detail sheet on sheet L-10, to a depth of 4" with weed barrier fabric underlayment. Perennial plantings to be mulched with shredded cedar mulch to a depth of 4" without weed barrier fabric underlayment to promote spread of plants. All beds are to be contained by 4" x 14 gauge galvanized edger, DuraEdge or equal. Edger is not required where a bed is adjacent to curbs, walls or walks, or around tree pits. Edger shall separate change in materials/mulch types within planting beds. All trees to receive mulch ring as specified above.
17. Tree wrap is not to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
18. All relocated trees must be healthy and undamaged prior to relocation.
19. All sod areas shall be NATURE'S PRAIRIE TURF by TurfMaster (R), or approved equal.
20. Trees in the right-of-ways must be a minimum of 8-feet away from any water and sanitary sewer main.
21. The contractor shall report any discrepancies in plan vs field conditions immediately to the landscape architect prior to continuing with the portion of work in question.
22. The contractor is responsible for seeding any non seeded areas disturbed during construction.
23. Maintain a minimum of three foot clearance around fire hydrants, fire department connections or other fire service equipment. No tree or shrubs will be allowed within this area.
24. The contractor is responsible for the cost to repair utilities, adjacent landscape, public and private property that is damaged by the contractor for their subcontractors during installation or during the specified maintenance period.
25. Call for utility locations prior to any excavation.
26. The contractor shall be responsible for the repair of any of their trenches or excavations that settle, including sidewalks, curbs and gutters.
27. The contractor is responsible for verifying all plant quantities.
28. The contractor shall at all times maintain on-site, a redlined as-built copy of the approved landscape and irrigation plans and submit to the owner and landscape architect a copy of the redlined as-built set following construction completion. All modifications to site, landscape, irrigation, etc. shall be recorded on the as-built plans.
29. When seeding in the ROW, use Douglas County Permanent Drill Seed Mix.

SOD & SEED DETAILS

SOD

Nature's Prairie Turf by Turf Master or approved equal.

TOWN OF PAKER, SEED MIX 3 (LOW-GROWTH MIX)

25% EPHRAIM CRESTED WHEATGRASS
23% SHEEP FESCUE
18% PERENNIAL RYEGRASS
13% CANADA BLUEGRASS
12% BARLEY OR OATS
9% BLUE FESCUE

TOWN OF PARKER, SEED MIX 2

22% SLENDER WHEATGRASS
18% SODAR STREAMBANK WHEATGRASS
13% ARIZONA FESCUE
13% BLUE GRAMA
12% BUFFALO GRASS
12% BARLEY OR OATS
5% SPIKE MUHLY

DOUGLAS COUNTY PERMANENT DRILL SEEDING MIX

10% BIG BLUESTEM
10% YELLOW INDIANGRASS
10% SWITCHGRASS
10% SIDEOATS GRAMA
10% WESTERN WHEATGRASS
10% BLUE GAMA
10% THICKSPIKE WHEATGRASS
10% PRAIRIE SANDREED
10% GREEN NEEDLEGRASS
5% SLENDER WHEATGRASS
5% STREAMBANK WHEATGRASS

SEEDING NOTES

1. Seeding rates: drilled: 25 lbs/ acre or broadcast: 50 lbs/ acre)
2. Seeding shall be done with a brillion drill or approved mechanical seeder. Seed shall be evenly distributed on a still day into a slightly moist seed bed. Seed shall be drilled ¼ inch into the prepared seed bed. If the slope is too steep to drill, seed shall be broadcast at double the application rate and covered 1/8 inch of soil with a harrow or hand rake for small areas. The seeding shall be done in two separated applications crossing the area at right angles to guarantee proper coverage. Drill seed across slopes rather than up and down, following the contour to reduce erosion.
3. After seeding operations have been completed, the entire seeded area shall be hydro mulched with "conwed 2000" or approved equal hydro mulch material. The hydro mulch shall be applied by using a mechanical hydro mulcher, evenly distributed on a still day. The hydro mulch shall be applied at the rates recommended by the manufacture. Within 12 hour after seeding, the sprinkler system shall be activated to moisten seeded areas to a depth of 1 inch. All seeded areas shall be kept so moistened by frequent light watering until final acceptance of the project or as required by the Town land use land use regulations, and such watering shall be the responsibility of the contractor.
4. Protect seeded slopes (greater than 2.5 horizontal to 1 vertical) with erosion control netting or other methods acceptable to the director. Cover netting with straw or other acceptable mulch.

GENERAL PLANTING NOTES:

1. Disturbed areas to be re-vegetated per the grading and erosion control plans.
2. Per tree conservation plan, all mitigated shrubs from removal of existing shrub masses shall be planted within the proposed landscape.
3. Landscape placement in the tree lawn adjacent to lots is not final and may change based upon driveway and utility locations.
4. No fences or structures will be allowed within sight triangles.
5. Shrubs and plantings will be no taller than 3 feet, and tree canopies will be no lower than 8 feet within the site triangle.
6. Temporary irrigation for establishment of native vegetation must be installed above ground, and removed immediately after establishment is complete, or in no case any longer than one growing season.
7. No trees can be placed within (7) feet of any storm sewer.

FINE GRADING NOTES:

1. Slopes not to exceed 4:1 max. - 1% min.
2. Satisfactory soils: astm d 2487 soil classification groups gw, gp, gm, sw, sp, and sm, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
3. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
4. Strip existing surfaces of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
5. stockpile topsoil materials on-site without intermixing with subsoil.
6. Remove existing vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
7. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
8. Place and compact fill material in layers to required cross-sections, elevations and grades with satisfactory soil material.
9. Uniformly grade areas to a smooth surface, free from irregular surface changes. comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
10. Provide a smooth transition between adjacent existing grades and new grades.
11. Cut out soft spots, fill low spots and trim high spots to comply with required surface tolerances.
12. Site grading: slope grades to direct water away from adjacent structures and to prevent ponding. finish subgrades to required elevations within the following tolerances:
    12.1. at locations designated for lawn or unpaved areas: plus or minus 1 inch (25 mm).
    12.2. at designated pavement locations: plus or minus 1/2 inch (13 mm).
13. Grading on slopes: install erosion stabilization fabric per manufacturers recommendations on sloped surfaces equal to or greater than a ratio of 1) vertical foot to 3) horizontal feet.
14. Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
15. Protect newly graded areas from traffic, freezing, and erosion. keep free of trash and debris.
16. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
17. Where settling occurs before project correction period elapses, remove finished surface grading, backfill with additional soil material, compact, and reconstruct surface grading.
18. Transport surplus satisfactory soil to designated storage areas on owner's property. Stockpile or spread soil as directed by owner.

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/14/2019
3	SKETCH PLAN- 3rd SUBMITTAL	10/02/2019
4		

LOOKING GLASS FILING NO. 2-7 OVERALL
PARKER, COLORADO
SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN
(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE: 2019-05-08
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

LANDSCAPE NOTES

L1.7

LOOKING GLASS FILING NOS. 2-7 OVERALL- PLANT SCHEDULE

PLANT LIST-2019-10-09

QUANTITY	SYMBOL	COMMON NAME	LATIN NAME	SIZE	MATURE SIZE (HxW)	CONTAINER	WATER USE
SHADE TREES							
6	AE	ACCOLADE ELM	ULMUS 'MORTON' ACCOLADE	2.5" CAL.	50' X 35'	B&B	MODERATE
24	AGB	AUTUMN GOLD GINKO	GINKO BILOBA 'AUTUMN GOLD'	2.5" CAL.	30' x 45'	B&B	MODERATE
18	ASL	AMERICAN SENTRY LINDEN	TILLIA AMERICANA 'McKSENTRY'	2.5" CAL.	35' x 30'	B&B	MODERATE
13	BO	BUR OAK	QUERCUS MACROCARPA	2.5" CAL.	55' x 45'	B&B	LOW
16	CH	COMMON HACKBERRY	CELTIS OCCIDENTALIS	2.5" CAL.	55' x 45'	B&B	LOW
6	CHO	CHINKOPAN OAK	QUERCUS MUEHLENBERGII	2.5" CAL.	50' x 35'	B&B	MODERATE
13	CO	CHINKAPIN OAK	QUERCUS MUEHLENBERGII	2.5" CAL.	55' x 45'	B&B	LOW
22	EF	FRONTIER ELM	ULMUS 'FRONTIER'	2.5" CAL.	50' x 35'	B&B	MODERATE
9	CSO	CRIMSON SPIRE OAK	QUERCUS CRIMSON SPIRE	2.5" CAL.	35' x 12'	B&B	LOW
44	EO	ENGLISH OAK	QUERCUS ROBUR	2.5" CAL.	50' x 35'	B&B	MODERATE
72	EO*	ENGLISH OAK	QUERCUS ROBUR	3" CAL.	50' x 35'	B&B	MODERATE
8	ET	TRIUMPH ELM	ULMUS 'MORTON GLOSSY'	2.5" CAL.	50' X 45'	B&B	MODERATE
33	FE	FRONTIER ELM	ULMUS 'FRONTIER'	2.5" CAL.	50' x 35'	B&B	MODERATE
11	FM	FAIRVIEW MAPLE	ACER X PLATANOIDES 'FAIRVIEW'	2.5" CAL.	45' X	B&B	MODERATE
22	GL	GREENSPIRE LINDEN	TILIA CORDATA GREENSPIRE	2.5" CAL.	35' x 30'	B&B	MODERATE
8	IH	IMPERIAL HONELOCUST	GLEDITSIA TRIACANTHOS INERMIS	2.5" CAL.	35' x 30'	B&B	LOW
61	KC	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS	2.5" CAL.	55' x 45'	B&B	LOW
62	LLC	LANCELEAF COTTONWOOD	POPULUS X ACUMINATA	2.5" CAL.	50' x 35'	B&B	MODERATE
65	RPO	REGAL PRINCE OAK	QUERCUS ROBUR X BICOLOR 'LANG'	2.5" CAL.	45' x 18'	B&B	LOW
30	NRO	NORTHERN RED OAK	QUERCUS RUBRA	2.5" CAL.	50' x 35'	B&B	LOW
35	NSM	NORWEGIAN SUNSET MAPLE	ACER PLATANOIDES 'NORWEGIAN SUNSET'	2.5" CAL.	35' x 30'	B&B	MODERATE
7	OB	OHIO BUCKEYE	AESCULUS GLABRA	2.5" CAL.	30' x 30'	B&B	MODERATE
25	PC	PLAINS COTTONWOOD	PLAINS COTTONWOOD	2.5" CAL.	70' x 40'	B&B	LOW
3	RL	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	2.5" CAL.	45' x 35'	B&B	MODERATE
6	SCO	SCARLET OAK	QUERCUS COCCINEA	2.5" CAL.	50' x 35'	B&B	MODERATE
6	SH	SHADEMASTER HONEYLOCUST	TRIACANTHOS INERMIS SHADEMASTER	2.5" CAL.	35' x 30'	B&B	LOW
42	SKH	SKYLINE HONEYLOCUST	TRIACANTHOS INERMIS SKYLINE	2.5" CAL.	35' x 30'	B&B	LOW
42	WC	WESTERN CATALPA	CATALPA SPECIOSA	2.5" CAL.	50' x 40'	B&B	MODERATE
ORNAMENTAL TREES							
52	ABS	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	2" CAL.	15' x 15'	B&B	MODERATE
82	BTM	BIGTOOTH MAPLE	ACER GRANDIDENTATUM	2" CAL.	20' x 15'	B&B	LOW
12	CBA	CORALBURST CRABAPPLE	MALUS CORALCOLE	2" CAL.	10' x 12'	B&B	MODERATE
21	CP	CHANTICLEER PEAR	PYRUS CALLERYANA	2" CAL.	20' x 15'	B&B	LOW
69	CP*	CHANTICLEER PEAR	PYRUS CALLERYANA	3" CAL.	20' x 15'	B&B	LOW
9	CSO	CRIMSON SPIRE OAK	QUERCUS CRIMSON SPIRE	2" CAL.	35' x 12'	B&B	LOW
46	CSO*	CRIMSON SPIRE OAK	QUERCUS CRIMSON SPIRE	3" CAL.	35' x 12'	B&B	LOW
79	FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	2" CAL.	18' x 18'	B&B	LOW
10	GRT	GOLDEN RAINTREE	KOELREUTERIA PANICULATA	2" CAL.	25' x 25'	B&B	LOW
95	HWM	HOT WINGS MAPLE	ACER TATARICUM 'GARANN'	2" CAL.	20' x 20'	B&B	LOW
171	NCC	NATIVE CHOKEBERRY	PRUNUS VIRGINIANA MELANOCARPA	2" CAL	14' X 10'	B&B	MODERATE
3	PGP	PRAIRIE GEM PEAR	PYRUS SEERIENSIS 'MORDAK'	2" CAL.	20' x 15'	B&B	LOW
58	RH	RUSSIAN HAWTHORN	CRATAEGUS AMBIGUA	2" CAL.	20' x 20'	B&B	LOW
15	RMG	ROCKY MOUNTAIN GLOW MAPLE	ACER GRANDIDENTATUM 'SCHMIDT'	2" CAL.	20' x 15'	B&B	LOW
33	SSC	SPRING SNOW CRABAPPLE	MALUS SPRING SNOW	2" CAL.	15' x 15'	B&B	MODERATE
24	SSC*	SPRING SNOW CRABAPPLE	MALUS SPRING SNOW	3" CAL.	15' x 15'	B&B	MODERATE
20	WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	2" CAL.	20' x 18'	B&B	MODERATE
31	WKH	WINTER KING HAWTHORN	CRATAEGUS VIRIDIS 'WINTER KING'	2" CAL.	18' x 18'	B&B	MODERATE
EVERGREEN TREES							
28	AP	AUSTRIAN PINE	PINUS NIGRA	6'	50' x 35'	B&B	LOW
48	BP	BOSNIAN PINE	PINUS HELDREICHII	6'	20' x 12'	B&B	LOW
47	BP*	BOSNIAN PINE	PINUS HELDREICHII	8'	20' x 12'	B&B	LOW
4	BCP	BRISTLECONE PINE	PINUS ARISTA	6'	45' x 15'	B&B	MODERATE
146	CBS	COLORADO SPRUCE	PICEA PUNGENS	6'	10' x 35'	B&B	LOW
3	CBS	COLORADO SPRUCE	PICEA PUNGENS	10'	10' x 35'	B&B	LOW
14	CBS	COLORADO SPRUCE	PICEA PUNGENS	12'	10' x 35'	B&B	LOW
5	DF	DOUGLAS FIR	PSEUDOTSUGA MENZIESII	6'	40' x 25'	B&B	MODERATE
139	PNP	PINION PINE	PINUS EDULUS	6'	40' x 25'	B&B	MODERATE
173	PP	PONDEROSA PINE	PINUS PONDEROSA	6'	10' x 35'	B&B	LOW
40	PP*	PONDEROSA PINE	PINUS PONDEROSA	12'	10' x 35'	B&B	LOW
48	PP*	PONDEROSA PINE	PINUS PONDEROSA	10'	10' x 35'	B&B	LOW
50	PP*	PONDEROSA PINE	PINUS PONDEROSA	8'	10' x 35'	B&B	LOW
1	SWP	SOUTHWESTERN WHITE PINE	PINUS STROMBIFORMIS	6'	40' x 25'	B&B	MODERATE
26	VPP	VANDERWOLF'S PYRAMID PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	6'	40' x 25'	B&B	MODERATE
1	WBJ	WICHITA BLUE JUNIPER	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	6'	20' X 5'	B&B	MODERATE
3	WF	WHITE FIR	ABIES CONCOLOR	6'	40' x 25'	B&B	MODERATE

QUANTITY	SYMBOL	COMMON NAME	LATIN NAME	MATURE SIZE (HxW)	CONTAINER	WATER USE
SHRUBS						
10	APL	APACHE PLUME	FALLUGIA PARADOXA	5' x 5'	5 GALLON	LOW
71	CAJ	COMPACT ANDORRA JUNIPER	JUNIPER 'ADORRA COMPACTA'	1.5' x 4.5'	5 GALLON	MODERATE
14	CPL	COMMON PURPLE LILAC	SYRINGA VULGARIS	15' x 10'	5 GALLON	MODERATE
13	CWL	COMMON WHITE LILAC	SYRINGA VULGARIS ALBA	15' x 10'	5 GALLON	MODERATE
18	GO	GAMBEL OAK	QUERCUS GAMBELII	14' X 9'	5 GALLON	MODERATE
198	MOM	MOUNTAIN MAHOGANY	CERCOCARPUS MONTANUS	10' x 9'	5 GALLON	MODERATE
48	NN	NATIVE NINEBARK	PHYSOCARPUS MONOGYNUS	3' x 3'	5 GALLON	LOW
140	NPR	NATIVE PINK ROSE	ROSA WOODSII	4.5' x 4.5'	5 GALLON	MODERATE
152	RSR	ROCK SPIREA	HOLODISCUS DUMOSUS	5' x 5'	5 GALLON	LOW
140	SS	SASKATOON SERVICEBERRY	AMERLANCHIER ALNIFOLIA	5' x 5'	5 GALLON	MODERATE
58	SSB	SAND SAGEBRUSH	ARTEMISIA FILIFOLIA	3.5' X 3.5'	5 GALLON	MODERATE
47	TLS	THREE LEAF SUMAC	RHUS TRILOBATA	5' x 5'	5 GALLON	VERY LOW
12	TMM	TRUELEAF MOUNTAIN MAHOGANY	CERCOCARPUS MONTANUS	6' x 6'	5 GALLON	VERY LOW
259	TWS	TALL WESTERN SAGEBRUSH	ARTEMISIA TRIDENTATA	8' X 8'	5 GALLON	VERY LOW
300	WSC	WESTERN SAND CHERRY	PRUNUS BESSEYI	5' X 5'	5 GALLON	LOW

HOME OWNER'S STREET TREES

QUANTITY	SYMBOL	COMMON NAME	LATIN NAME	SIZE	MATURE SIZE (HxW)	CONTAINER	WATER USE
HOMEOWNER STREET TREES							
33	AE	ACCOLADE ELM	ULMUS 'MORTON' ACCOLADE	2.5" CAL.	50' X 35'	B&B	MODERATE
21	AGG	AUTUMN GOLD GINKO	GINKO BILOBA 'AUTUMN GOLD'	2.5" CAL.	30' X 45'	B&B	MODERATE
53	ASL	AMERICAN SENTRY LINDEN	TILLIA AMERICANA 'McKSENTRY'	2.5" CAL.	35' x 30'	B&B	MODERATE
45	BO	BUR OAK	QUERCUS MACROCARPA	2.5" CAL.	55' x 45'	B&B	LOW
48	CO	CHINKAPIN OAK	QUERCUS MUEHLENBERGII	2.5" CAL.	55' x 45'	B&B	LOW
53	EF	FRONTIER ELM	ULMUS 'FRONTIER'	2.5" CAL.	30' x 20'	B&B	MODERATE
31	EO	ENGLISH OAK	QUERCUS ROBUR	2.5" CAL.	50' x 35'	B&B	MODERATE
45	ET	TRIUMPH ELM	ULMUS 'MORTON GLOSSY'	2.5" CAL.	50' X 45'	B&B	MODERATE
29	FM	FAIRVIEW MAPLE	ACER X PLATANOIDES 'FAIRVIEW'	2.5" CAL.	45' X	B&B	MODERATE
69	IH	IMPERIAL HONELOCUST	GLEDITSIA TRIACANTHOS INERMIS	2.5" CAL.	35' x 30'	B&B	LOW
52	NRO	NORTHERN RED OAK	QUERCUS RUBRA	2.5" CAL.	50' x 35'	B&B	LOW
86	PH	PYRAMIDAL EUROPEAN HORNBEAM	CARPUS BETULUS 'FASTIGIATA'	2.5" CAL.	35' X 30'	B&B	MODERATE
67	RL	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	2.5" CAL.	45' X 35'	B&B	MODERATE
76	NSM	NORWEGIAN SUNSET MAPLE	ACER TRUNCATUM X A. PLATANOIDES KEITHSFORM	2.5" CAL.	35' x 25'	B&B	MODERATE
1	RPO	REGAL PRINCE OAK	QUERCUS ROBUR X BICOLOR 'LANG'	2.5" CAL.	45' X 18'	B&B	LOW
42	SCO	SCARLET OAK	QUERCUS COCCINEA	2.5" CAL.	50' X 35'	B&B	MODERATE
55	SKH	SKYLINE HONELOCUST	GLEDITSIA TRIACANTHOS SKYLINE	2.5" CAL.	50' X 35'	B&B	MODERATE
42	WC	WESTERN CATALPA	CATALPA SPECIOSA	2.5" CAL.	50' x 40'	B&B	MODERATE

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/14/2019
3	SKETCH PLAN- 3rd SUBMITTAL	10/02/2019
4		
5		

LOOKING GLASS FILING NO. 2-7 OVERALL
PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN
(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

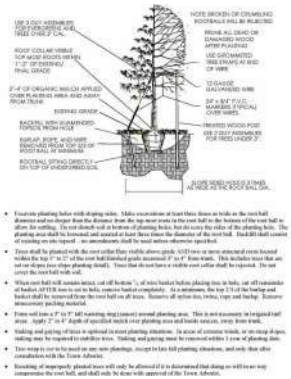
Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE: 2019-05-08
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

PLANT LIST

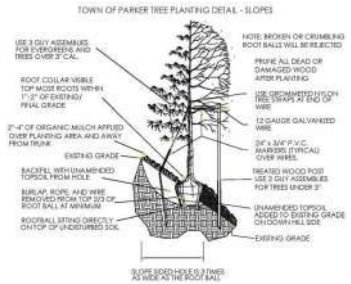
L1.8



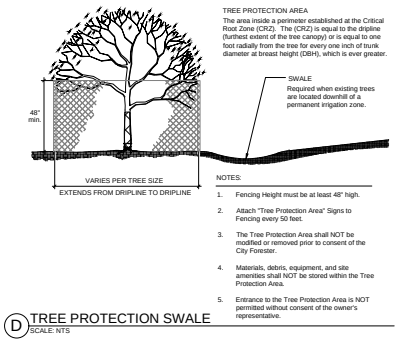
- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots to the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil - no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball finished grade measured 3" to 4" from trunk. This includes trees that are not on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will contain loose, cut off bottom ½, of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. As a minimum, the top 1/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove nonbiodegradable packing material.
- Trees will rest at 3" to 5" MD watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucer, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is not to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Reseeding of inappropriately planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

A TOWN OF PARKER- PLANTING STANDARDS
NOT TO SCALE

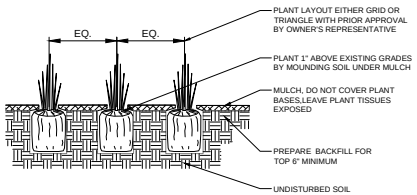
B SHRUB PLANTING
NOT TO SCALE



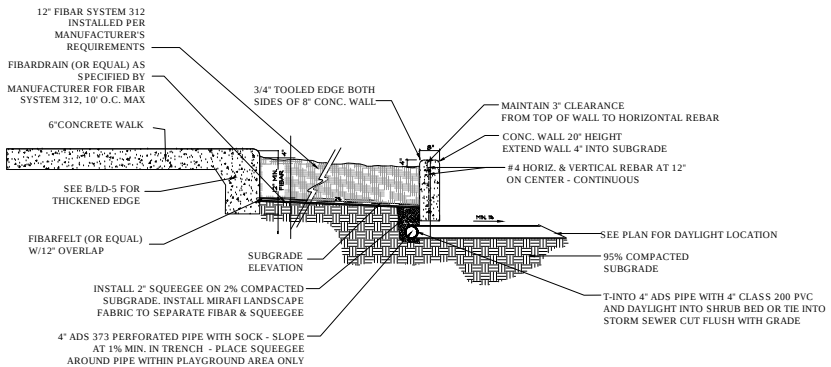
C TOWN OF PARKER- TREE PLANTING ON SLOPES
NOT TO SCALE



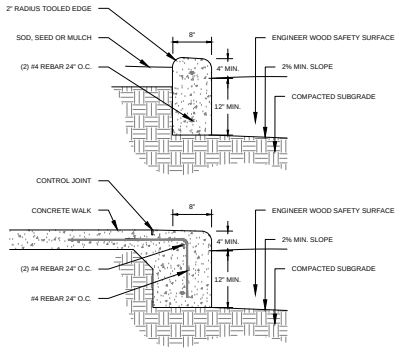
D TREE PROTECTION SWALE
SCALE: NTS



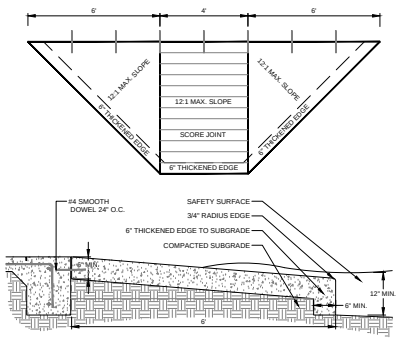
E PERENNIAL PLANTING
NOT TO SCALE



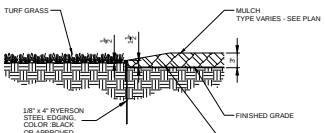
F PLAYGROUND CURB & DRAIN DETAIL
NOT TO SCALE



G PLAYGROUND CURB
NOT TO SCALE

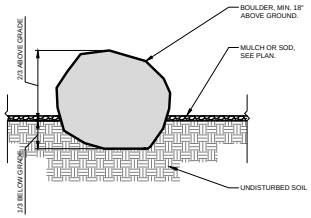


H PLAYGROUND RAMP
SCALE: 3/4"=1'-0"

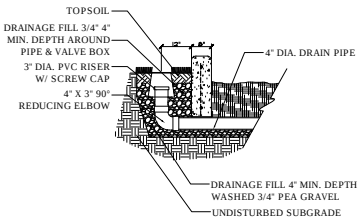


NOTES:
1. FINISHED GRADE FOR SOD TO BE 1/2" BELOW TOP OF EDGING.
2. FINISHED GRADE FOR MULCH TO BE 1 1/2" BELOW TOP OF EDGING.
3. TAMPER MULCH AT EDGING SO THAT IT DOES NOT SPILL INTO TURF.

I LANDSCAPE EDGER
SCALE: 1"=1'-0"



J BOULDER IN LANDSCAPE AREA
SCALE: NTS



K DRAIN CLEANOUT
NOT TO SCALE

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/08/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/14/2019
3	SKETCH PLAN- 3rd SUBMITTAL	10/02/2019
4		

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DATE: 2019-05-08
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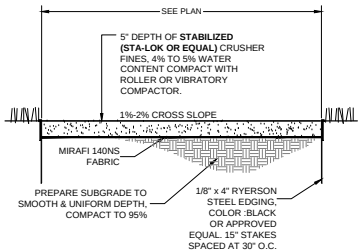
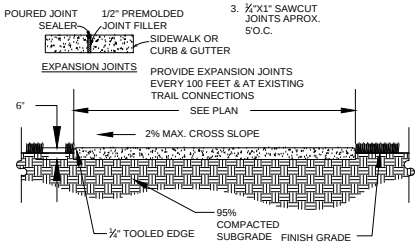
CADD FILE: HESS- L1, L2, L3

SITE DETAILS
L1.9

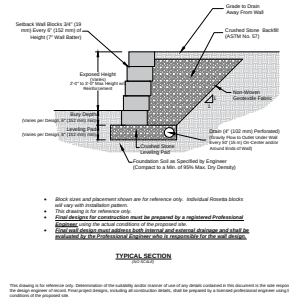


A CRUSHER FINES PATH
SCALE: 1"=1'-0"

NOTES:
1. 6" DEPTH 4,500 PSI CONCRETE WITH A LIGHT BROOM FINISH, FIBERMESH REINFORCED. CONCRETE THICKNESS TO BE DETERMINED BY CIVIL ENGINEER.
2. CONSTRUCTION JOINTS SHALL BE LOCATED 8' O.C. MIN. AND EXPANSION JOINTS SHALL BE PLACED EVERY 100 L.F. MAX.
3. ¼"X1" SAWCUT JOINTS APROX. 5'O.C.



B CONCRETE PAVING
NOT TO SCALE

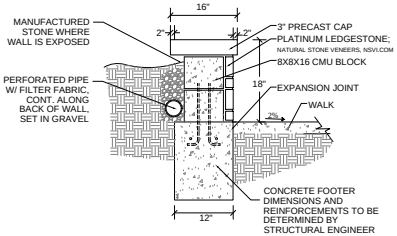


- *Block sizes and placement shown are for reference only. Individual Rosetta blocks will vary with installation pattern.*
- *This drawing is for reference only.*
- ***Final designs for construction must be prepared by a registered Professional Engineer*** *using the actual conditions of the proposed site.*
- ***Final wall design must address both internal and external drainage and shall be evaluated by the Professional Engineer who is responsible for the wall design.***

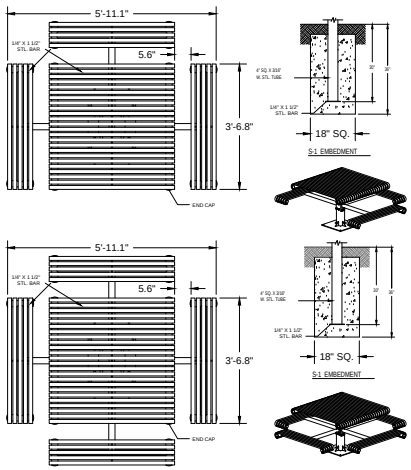
TYPICAL SECTION
(NOT SCALE)

This drawing is for reference only. Determination of the suitability and/or manner of use of any details contained in this document is the sole responsibility of the design engineer of record. Final project designs, including all construction details, shall be prepared by a licensed professional engineer using the actual conditions of the proposed site.

C NON-REINFORCED (GRAVITY) KODAH WALL SECTION
MANUFACTURER: Rosetta Hardscapes, LLC. SCALE: NTS
TYPE: Kodah Gravity Cross Section
COLOR: BUFF

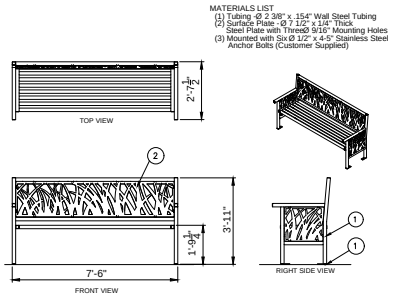


D SEAT WALL/ TREE PLANTER
SCALE: 1"=1'-0"

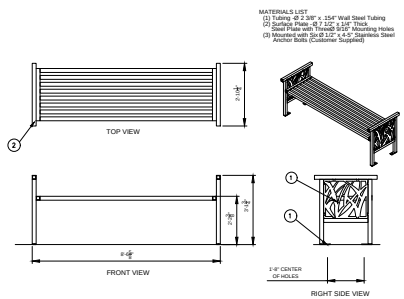


NOTES:
1. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED / POLYESTER POWDER COATING.
2. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR OPTIONS S-2 AND S-4.
3. INSTALL TABLE PER MANUFACTURERS SPECIFICATIONS.
4. CONTACT: DUMOR, INC. 1-800-598-4018 DUMOR.COM

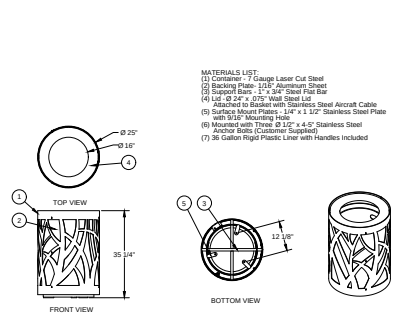
E PICNIC TABLE
MANUFACTURER: DuMor, INC. SCALE: NTS
TYPE: Table 448-44, S-1 (Embedment), Table 448-43 (ADA), S-1
COLOR: Bronze, Powder Coat



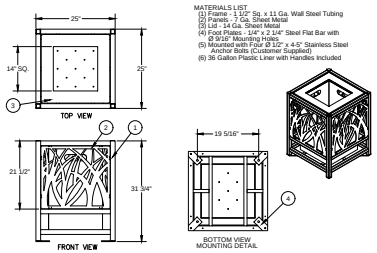
F BENCH, TYPE 1
MANUFACTURER: SiteScapes, INC. SCALE: NTS
TYPE: TallGrass; TG1-1000-PF
COLOR: Bronze, Powder Coat



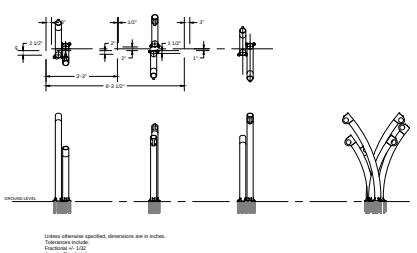
G BENCH, TYPE 2
MANUFACTURER: SiteScapes, INC. SCALE: NTS
TYPE: TallGrass; TG2-1100-PF
COLOR: Bronze, Powder Coat



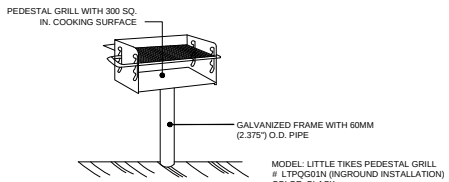
H TRASH RECEPTACLE, TYPE 1
MANUFACTURER: SiteScapes, INC. SCALE: NTS
TYPE: TallGrass; TG2-3000-PF
COLOR: Bronze, Powder Coat



I TRASH RECEPTACLE, TYPE 2
MANUFACTURER: SiteScapes, INC. SCALE: NTS
TYPE: Tallgrass; TG2-2000-PF
COLOR: Bronze, Powder Coat



J BIKE RACK
MANUFACTURER: Forms + Surfaces SCALE: NTS
TYPE: Bike Garden Bike Rack, Surface Mounted, Configuration A
COLOR: Light Corten Texture, Powder Coat



K COMMUNITY BBQ GRILL
SCALE: NTS

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

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4		

LOOKING GLASS FILING NO. 2-7 OVERALL

PARKER, COLORADO

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(NOT FOR CONSTRUCTION)

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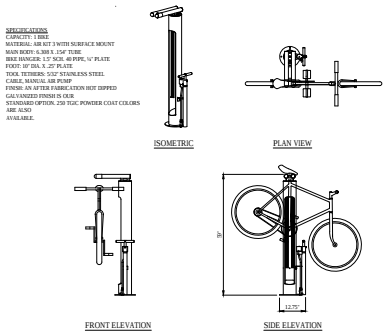
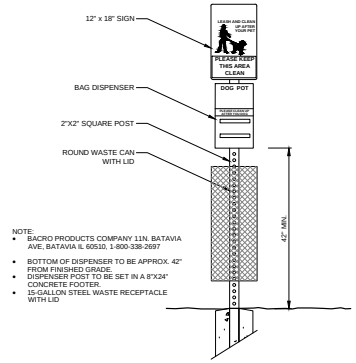
SITE DETAILS

L1.10

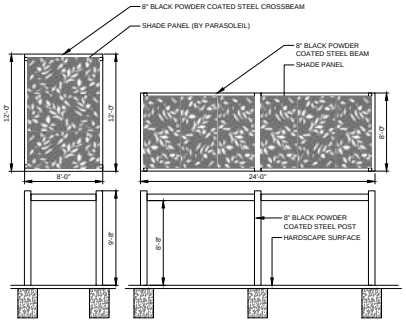


A BIKE FIX-IT STATION
MANUFACTURER: Dero, A Playcore Company
TYPE: Air Kit 3
COLOR: Silver, Powder Coat
SCALE: NTS



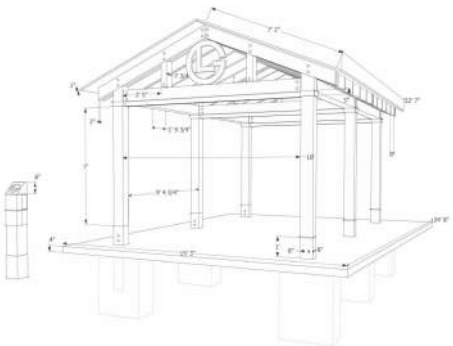
NOTE:
- BACRO PRODUCTS COMPANY 11N. BATAVIA AVE. BATAVIA IL 60510, 1-800-338-2697
- BOTTOM OF DISPENSER TO BE APPROX. 42" FROM FINISHED GRADE.
- DISPENSER POST TO BE SET IN A 8"X24" CONCRETE FOOTER.
- 15-GALLON STEEL WASTE RECEPTACLE WITH LID

B DOG STATION
MANUFACTURER: Barco Products
TYPE: Header Bag System + Receptacle + Post + Sign, 03CB1765
COLOR: Green
SCALE: NTS

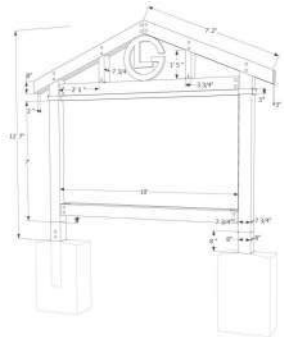


NOTES:
- DETAIL IS CONCEPTUAL AND SHOWN FOR DESIGN INTENT ONLY.
- CONTRACTOR TO SUBMIT SHOP DRAWINGS INCLUDING STRUCTURAL ENGINEERING FOR CONNECTIONS AND FOOTINGS.

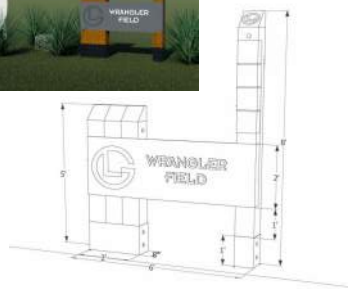
C SHADE TRELLIS
SCALE: 3/16"=1'-0"



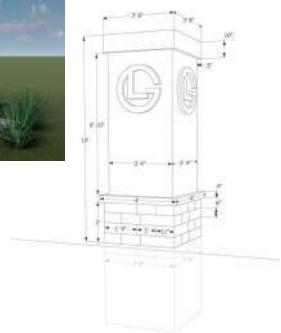
D SHELTER
NOTE: Stained lumber, refer to Looking Glass Master Signage Program for details regarding material and color.
SCALE: NTS



E TRAIL INFORMATION KIOSK
NOTE: Stained lumber, refer to Looking Glass Master Signage Program for details regarding material and color.
SCALE: NTS



F PARK IDENTITY SIGN
SCALE: NTS

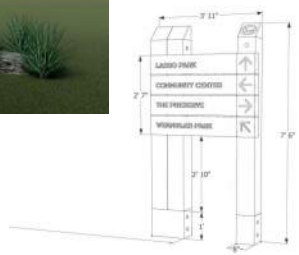


G NEIGHBORHOOD ENTRY MONUMENT
SCALE: NTS

	MATERIAL	SIZE	COLOR	NOTES
①	logo / symbol: powder coated metal	5" high 6" deep	cotton wash- aged steel look	shop drawings by sign contractor / engineer
②	logo / letters: powder coated metal	15" high 6" deep	white semi-gloss	shop drawings by sign contractor / engineer
③	location / letters: powder coated metal	6" high 1" deep	matte gray	shop drawings by sign contractor / engineer
④	cap: precast concrete	3" high 14" deep	light gray	1" overhang, typical
⑤	wall type 1: backlit by municipality wall	varies	charcoal gray	block size 8"h x 11"w x length varies
⑥	wall type 2: veneer over cmu	varies	light gray	owner approved veneer

NOTES:
Ⓐ footer design by structural engineer or contractor shop drawings.
Ⓑ logo construction detail and connection by contractor shop drawings.
Ⓒ

H PRIMARY ENTRY MONUMENT
SCALE: NTS



I TRAIL IDENTITY SIGN
SCALE: NTS

NOTE:
SIGNAGE IS NOT REVIEWED OR APPROVED AS A PART OF THIS PROCESS. SIGNAGE SHALL BE APPROVED DURING A SEPARATE PROCESS.

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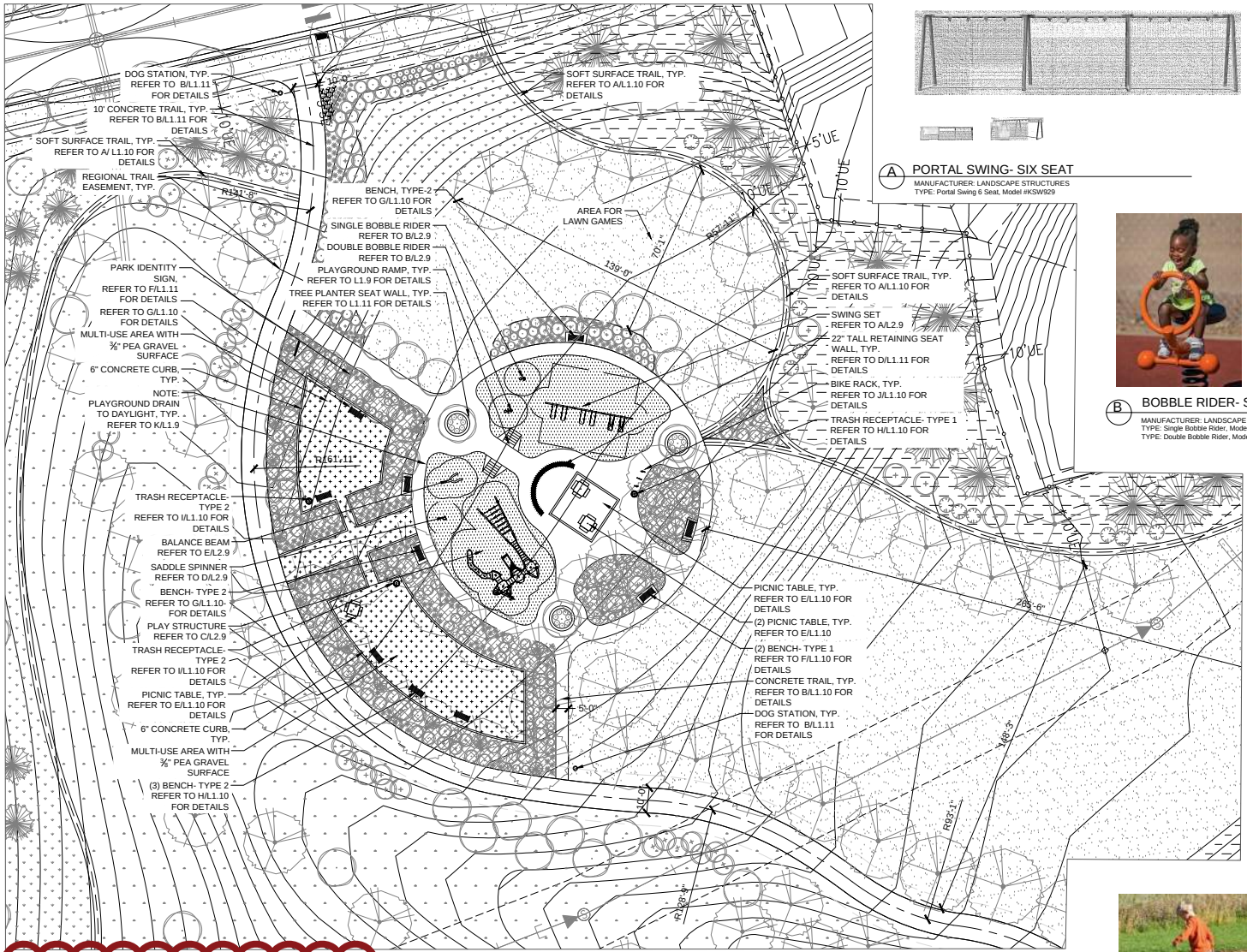
CADD FILE: HESS- L1, L2, L3

SITE DETAILS
L1.11



FILING NO. 2, TRACT D- HARDSCAPE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 60'

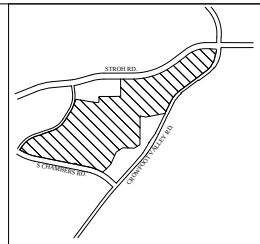
SCALE 1"= 20'

LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	⅜" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

A PORTAL SWING- SIX SEAT

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Portal Swing 6 Seat, Model #KSW929



OVERALL FILING 2 KEY MAP

B BOBBLE RIDER- Single and Double

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Single Bobble Rider, Model # 164074
TYPE: Double Bobble Rider, Model # 164075

C PLAY STRUCTURE

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Austin Park, Model # PB/Evos/Weevos

D SADDLE SPINNER

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: SADDLE SPINNER, Model # 152179

E BALANCE BEAM

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Log Balance Beam, Model #173596

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 2

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

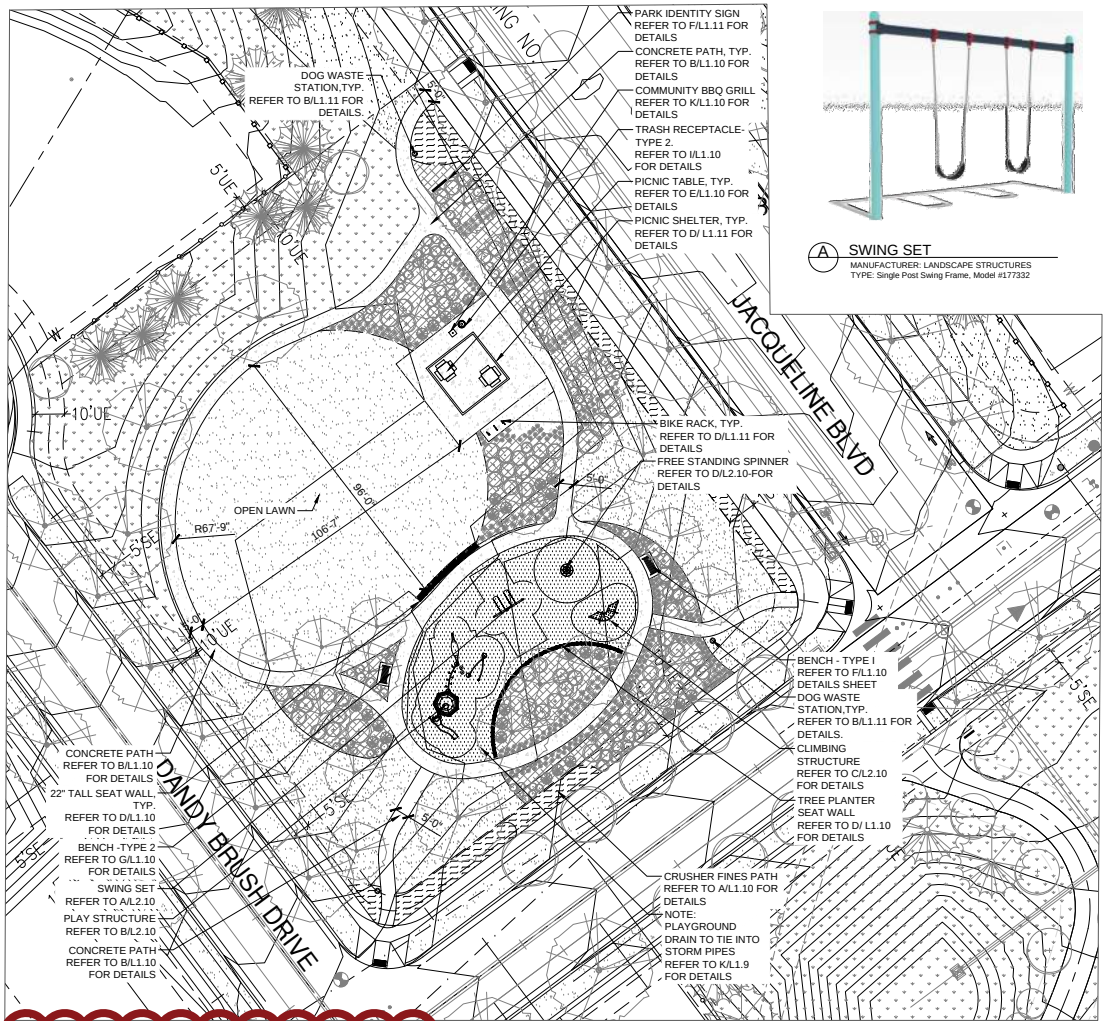
Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE:	2019-05-03
JOB NO:	- 1242
DRAWN BY:	- SA/AK/CC
APPROVED:	- KH
CADD FILE:	HESS- L1, L2, L3

PARK LAYOUT

L2.9

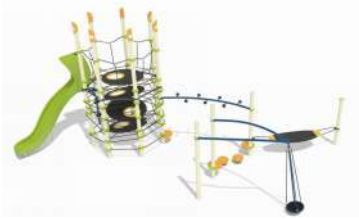


FILING NO. 2, TRACT F- HARDSCAPE PLAN
SCALE:1" = 20'-0"

NORTH

0' 20' 40' 60'
SCALE 1"= 20'

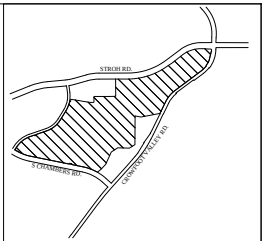
A SWING SET
MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Single Post Swing Frame, Model #177332



B PLAY STRUCTURE
MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Freestanding Play; PlayBooster Netplex 7-post structure

C CLIMBING STRUCTURE
MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Mobius Climber 3- Panel DB Only; Model # 150635

D FREESTANDING SPINNER
MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: TopsyTurny Spinner; Model # 205800



OVERALL FILING 2 KEY MAP

LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	⅜" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 2

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

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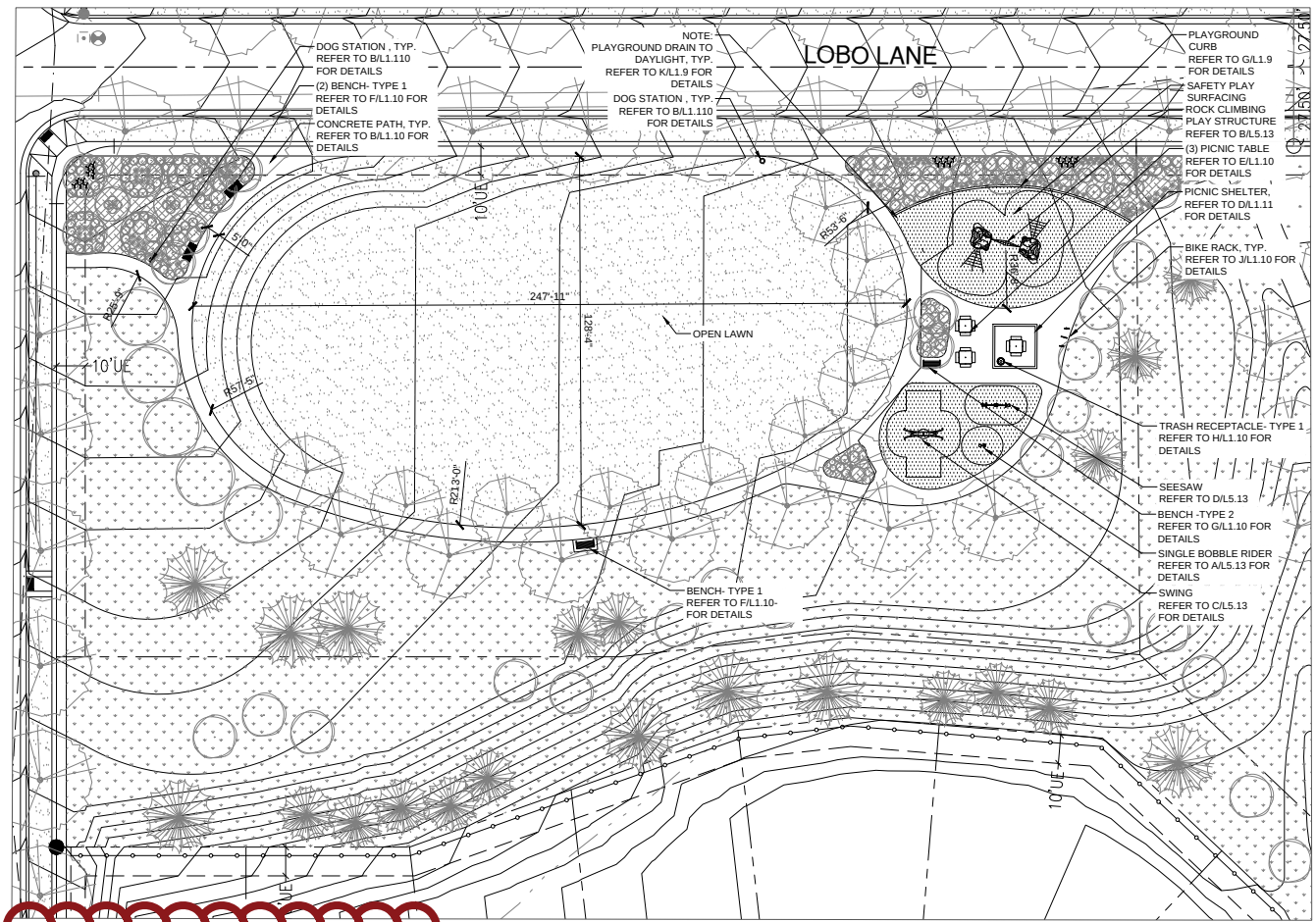
303.446.2368

DATE: 2019-05-03
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

PARK LAYOUT

L2.10



FILING NO. 5, TRACT F- HARDSCAPE PLAN

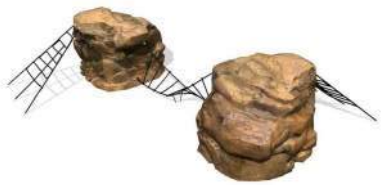
SCALE:1" = 20'-0"

LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	⅜" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

A SINGLE BOBBLE RIDER

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Single Bobble Spring Rider, Model # 164074



B ROCK CLIMBING PLAY STRUCTURE

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: AdventureScapes Design 6, Model #168369

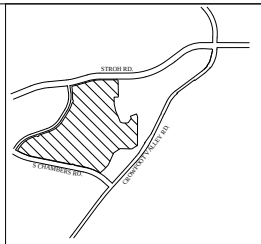
C SWING

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Oodle Swing, Model # 173592

D SEE-SAW- PLAYGROUND

MANUFACTURER: LANDSCAPE STRUCTURES
TYPE: Seesaw, 2- Seats, Model #148636

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.



OVERALL FILING 5 KEY MAP

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 5

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

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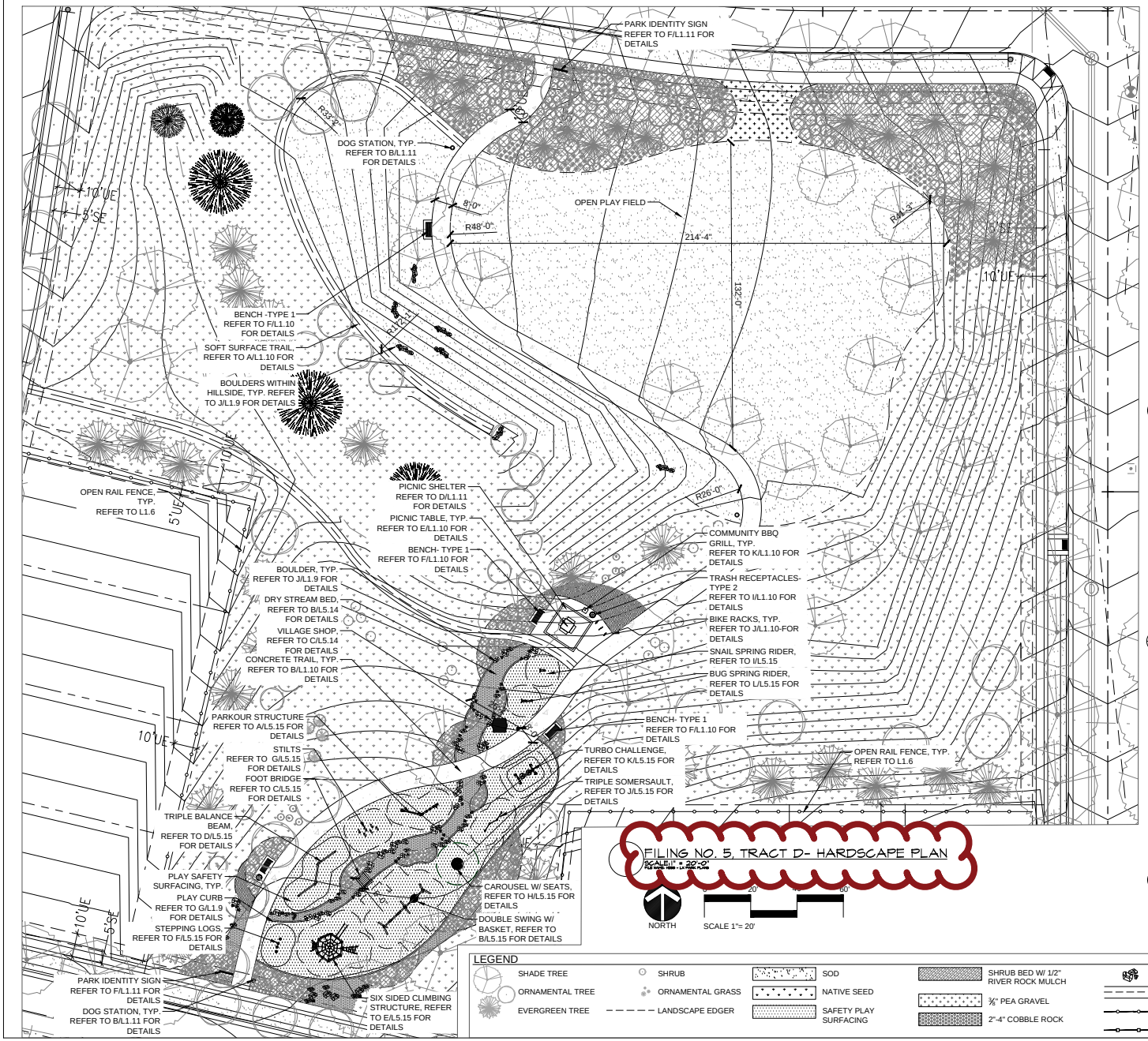
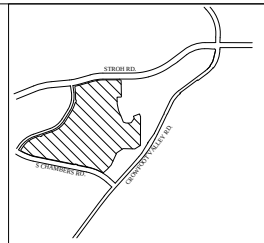
DATE: 2019-05-03
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

PARK LAYOUT

L5.13





OVERALL FILING 5 KEY MAP

A PLAYGROUND CONCEPT
FOR EXHIBIT ONLY.

B DRY STREAM BED
FOR EXHIBIT ONLY.

C VILLAGE SHOP
MANUFACTURER: KOMPAN
TYPE: Robinia Village, Model # NRO404

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	¾" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 5

PARKER, COLORADO

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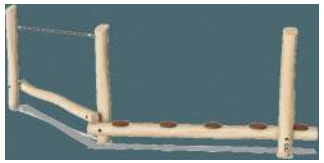
Denver, CO 80202
303.446.2368

DATE: 2019-05-03
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

PARK LAYOUT

L5.14



A PARKOUR 001
MANUFACTURER: KOMPAN
TYPE: Robinia Balancing, Model # NRO856

B DOUBLE SWING W/ BASET
MANUFACTURER: KOMPAN
TYPE: Robinia Swings, Model # NRO912

C FOOT BRIDGE
LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY OWNER AND/OR OWNER'S REPRESENTATIVE

D TRIPLE BALANCE BEAM
MANUFACTURER: KOMPAN
TYPE: Robinia Balancing , Model # NRO889

E SIX SIDED CLIMBING STRUCTURE
MANUFACTURER: KOMPAN
TYPE: Robinia Climbing, Model # NRO816

F STEPPING LOGS
MANUFACTURE: KOMPAN
TYPE: Robinia Balancing, Model # NRO209

G STILTS
MANUFACTURER: KOMPAN
TYPE: Robinia Balancing, Model # NRO806

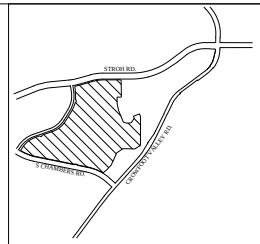
H CAROUSEL W/ SEATS
MANUFACTURER: KOMPAN
TYPE: Robinia Dynamics, Model # NRO120

I SNAIL SPRING RIDER
MANUFACTURE: KOMPAN
TYPE: Robinia Swingers, Model # NRO115

J TRIPLE SUMERSAULT
MANUFACTURER: KOMPAN
TYPE: Robinia Dynamics, Model # NRO809

K TURBO CHALLENGE
MANUFACTURER: KOMPAN
TYPE: Robinia Dynamics, Model # NRO884

L BUG SPRING RIDER
MANUFACTURE: KOMPAN
TYPE: Robinia Swingers, Model # NRO112



OVERALL FILING 5 KEY MAP

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 5

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
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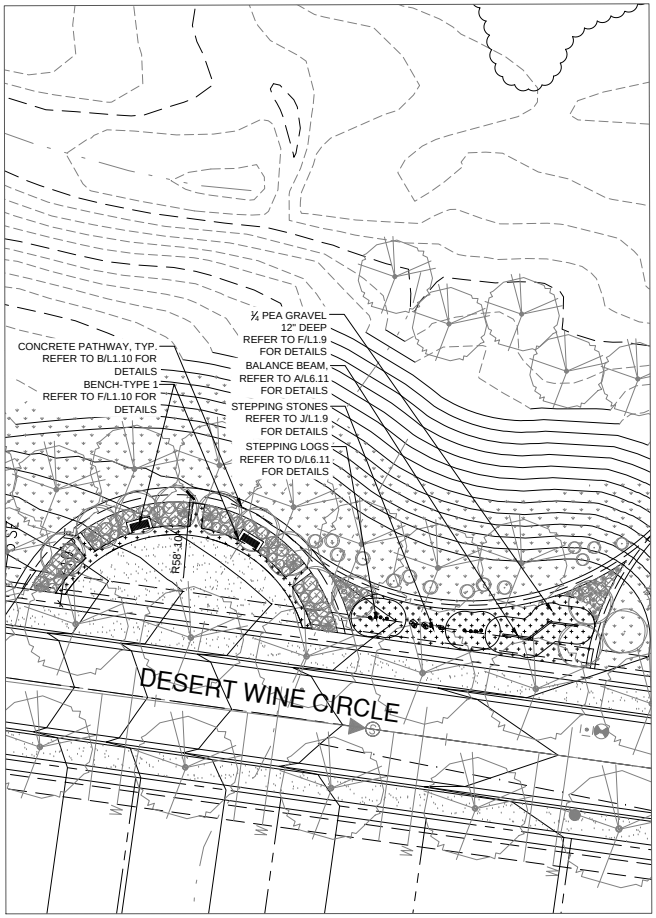
Denver, CO 80202
303.446.2368

DATE: 2019-05-03
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

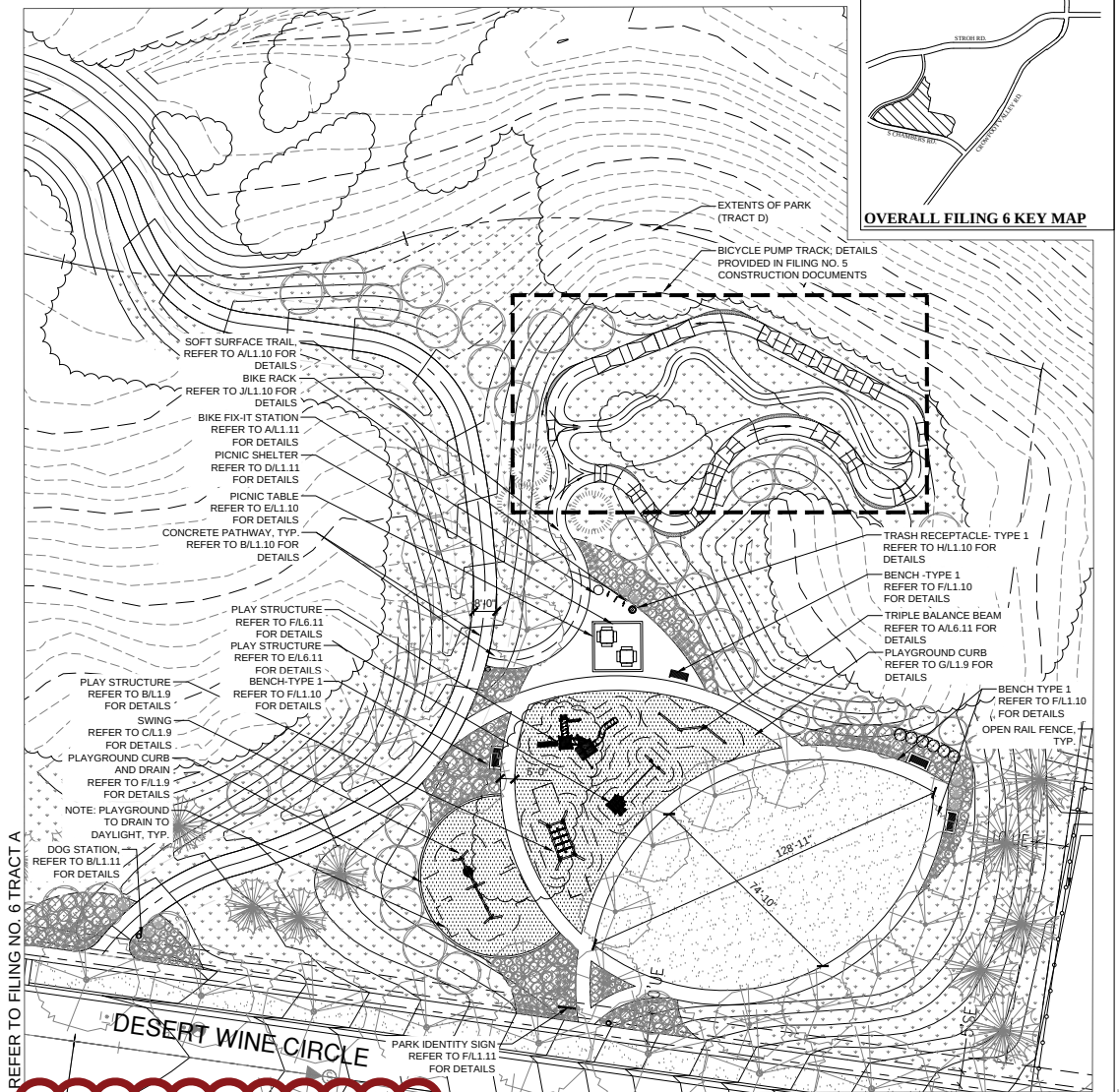
PARK LAYOUT

L5.15



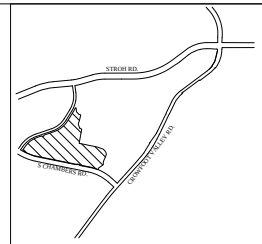
FILING NO. 6, TRACT A- HARDSCAPE PLAN

SCALE:1" = 20'-0"



FILING NO. 6, TRACT D- HARDSCAPE PLAN

SCALE:1" = 20'-0"



OVERALL FILING 6 KEY MAP

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 6

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

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Planner / Landscape Architect
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Denver, CO 80202
303.446.2368

LEGEND

SHADE TREE
ORNAMENTAL TREE
EVERGREEN TREE
SHRUB
ORNAMENTAL GRASS
LANDSCAPE EDGER
SOD
NATIVE SEED
SAFETY PLAY SURFACING
SHRUB BED W/ 1/2" RIVER ROCK MULCH
⅜" PEA GRAVEL
2"-4" COBBLE ROCK
BOULDERS
CRUSHER FINES TRAIL
OPEN RAIL FENCE
PRIVACY FENCE
SIGHT DISTANCE TRIANGLE
RIGHT-OF -WAY

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

NORTH

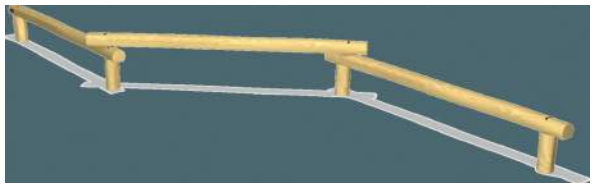
0' 20' 40' 60'

SCALE 1"= 20'

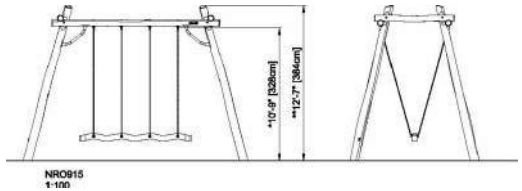
DATE: 2019-05-03
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

PARK LAYOUT

L6.10



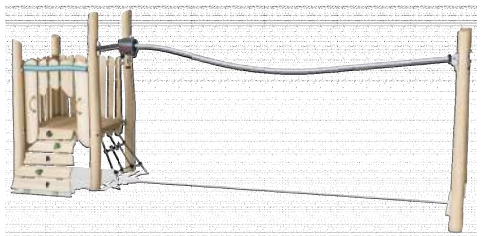
A TRIPLE BALANCE BEAM
MANUFACTURER: KOMPAN
TYPE:Triple Balance Beam, Model #NRO804



B PENDULUM SWING
MANUFACTURER: KOMPAN
TYPE: Robinia Swings, Model # NRO915

C SWING SET
MANUFACTURER: KOMPAN
TYPE: Robinia Swings, Model # NRO912

D STEPPING LOGS
MANUFACTURE: KOMPAN
TYPE: Robinia Balancing, Model # NRO209



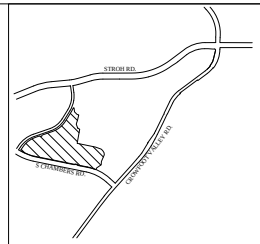
E PLAY STRUCTURE
MANUFACTURER: KOMPAN
TYPE:Track Ride Tower, Model #NRO1022

F PLAY STRUCTURE
MANUFACTURER: KOMPAN
TYPE:The Witch Tower ADA, Model #NRO2008

LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	⅜" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.



OVERALL FILING 6 KEY MAP

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 6

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

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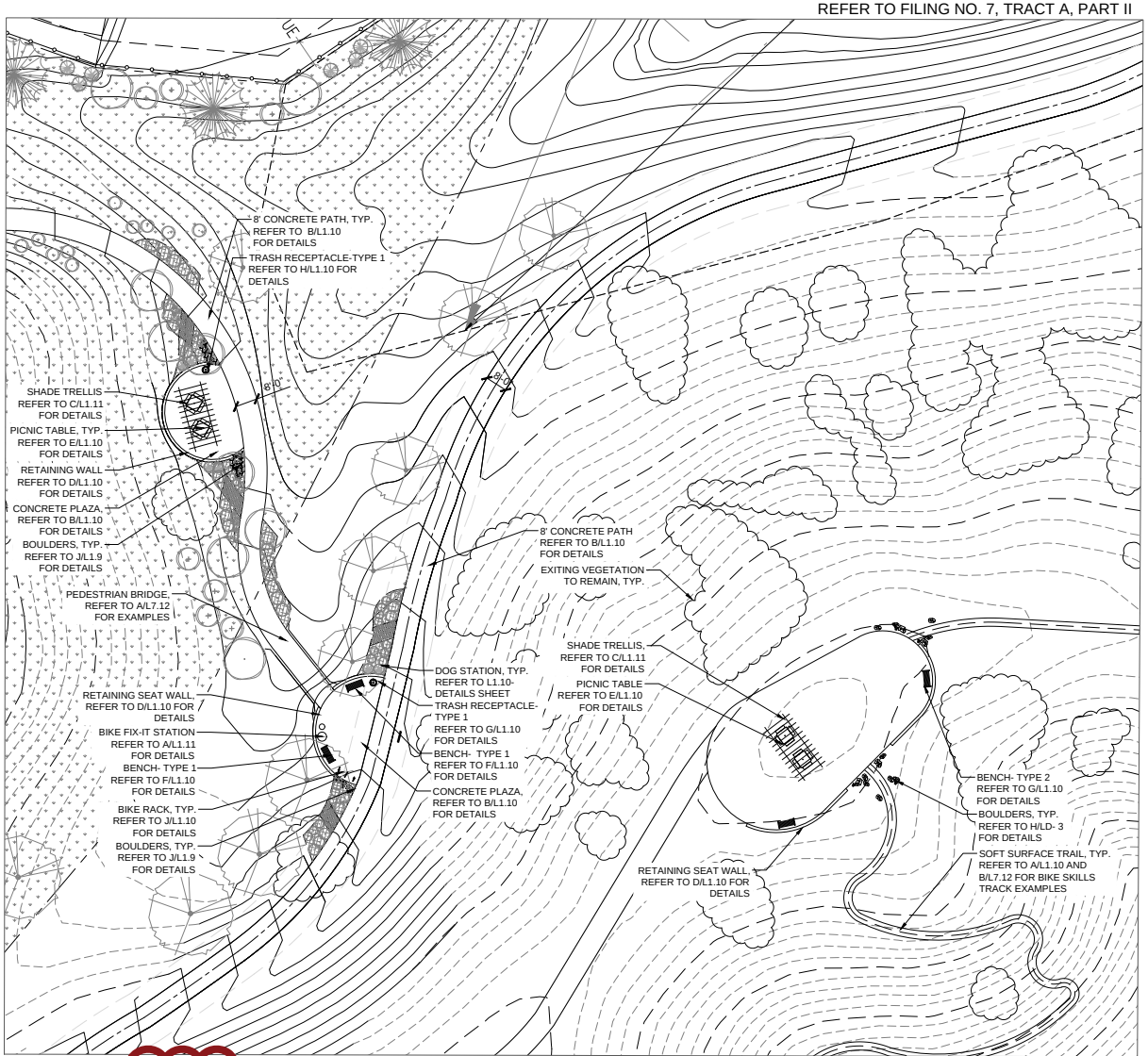
Denver, CO 80202
303.446.2368

DATE: 2019-05-03
JOB NO: - 1242
DRAWN BY: - SA/AK/CC
APPROVED: - KH
CADD FILE: HESS- L1, L2, L3

PARK LAYOUT

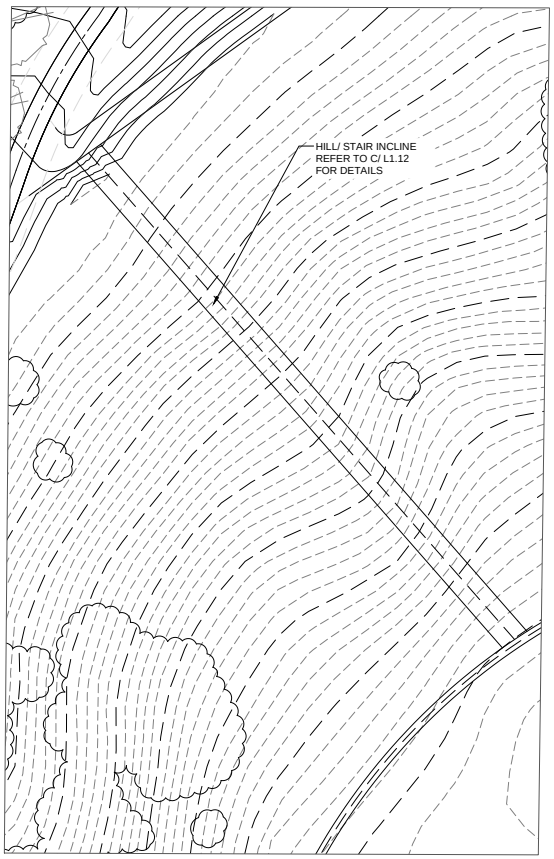
L6.11

REFER TO FILING NO. 7, TRACT A, PART II



REFER TO FILING NO. 7, TRACT A, PART 1

FILING NO. 7, TRACT F & TRACT A- HARDSCAPE PLAN
SCALE:1" = 20'-0"



FILING NO. 7, TRACT A, PART I- HARDSCAPE PLAN
SCALE:1" = 20'-0"

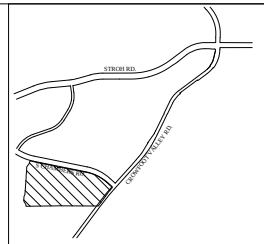
LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	⅜" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

NORTH

SCALE 1"= 20'

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.



OVERALL FILING 7 KEY MAP

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		

LOOKING GLASS FILING NO. 7

PARKER, COLORADO

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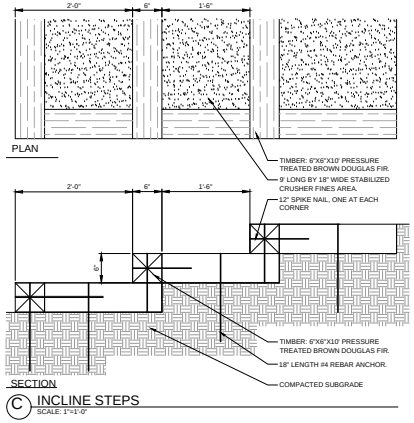
DRAWN BY:	- SA/AK/CC
APPROVED:	- KH
CADD FILE:	HESS- L1, L2, L3

PARK LAYOUT

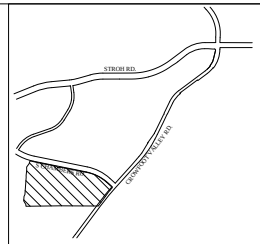
L7.11

A PEDESTRIAN BRIDGE EXAMPLES

B BICYCLE SKILLS TRACK

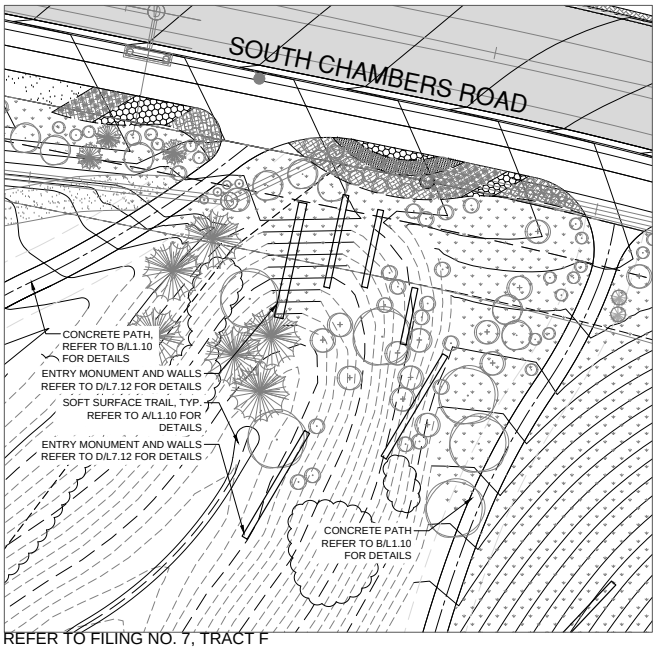


C INCLINE STEPS
SCALE: 1"=1'-0"



OVERALL FILING 7 KEY MAP

NO.	REVISION	DATE
1	SKETCH PLAN- 1ST SUBMITTAL	05/03/2019
2	SKETCH PLAN- 2nd SUBMITTAL	08/16/2019
3		
4		



REFER TO FILING NO. 7, TRACT F

SOUTH CHAMBERS ROAD ENTRY MONUMENT
SCALE: NTS
REFER TO H/L1.11 FOR MORE CONSTRUCTION DETAILS

FILING NO. 7, TRACT A, PART II- HARDSCAPE PLAN
SCALE:1" = 20'-0"

NORTH

0' 20' 40' 60'
SCALE 1"= 20'

LEGEND

SHADE TREE	SHRUB	SOD	SHRUB BED W/ 1/2" RIVER ROCK MULCH	BOULDERS	SIGHT DISTANCE TRIANGLE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED	⅜" PEA GRAVEL	CRUSHER FINES TRAIL	RIGHT-OF -WAY
EVERGREEN TREE	LANDSCAPE EDGER	SAFETY PLAY SURFACING	2"-4" COBBLE ROCK	OPEN RAIL FENCE	
				PRIVACY FENCE	

NOTE: DESIGNS AND DETAILS ARE CONCEPTUAL AND TO BE DETERMINED AT FINAL PLAT.

LOOKING GLASS FILING NO. 7

PARKER, COLORADO

SEGMENT 1 DEVELOPMENT SKETCH & PRELIMINARY PLAN

(NOT FOR CONSTRUCTION)

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE:	2019-05-03
JOB NO:	- 1242
DRAWN BY:	- SA/AK/CC
APPROVED:	- KH
CADD FILE:	HESS- L1, L2, L3

PARK LAYOUT

L7.12

SUB19-021

Type (Asc) GO

REVIEWS

Marian Woodward

Douglas County Assessors Office 20

We have no comments on the sketch plan. We will reserve all comments, if any, for the individual final plat filings when those projects come through.

6/17/2019 3:44:33 PM

January 29, 2019

Paul Workman,
Senior Planner
20120 E Mainstreet
Parker, CO 80138
pworkman@parkeronline.org

RE: Hess Ranch PD 2nd Amendment (Z18-027)
Hess Ranch Sketch Plan – AKA Looking Glass (SUB18-051)
Hess Ranch Preliminary Plan – AKA Looking Glass (SUB18-049)
Hess Ranch F1 – Spine Infrastructure (SUB18-050)

Dear Mr. Workman,

Douglas County appreciates the opportunity to comment on land use applications of mutual interest. Below please find substantive and technical comments in response to the applications.

Substantive Comments:

- The proposed amendment to the Hess Ranch PD proposes to reduce the established community separation buffer from 250 feet to 50 feet along the southern boundary of Planning Area 25. This is an extremely large reduction in the separation buffer. Long-standing policies in both the Town and County's Master Plans encourage the provision of community separation buffers and appropriate open space transitions between communities and jurisdictions. Douglas County opposes the reduction in the community separation buffer based on the following policies in County and Town Master Plans:

    - "Establish community separators to maintain community identity and sense of place." (Objective 3-1D, 2035 Douglas County Comprehensive Master Plan)

    - "Maintain community separators through the identification of suitable land uses and appropriate location of development. Land uses that do not maintain community separation are inconsistent with this Plan." (Policy 3-1D.1, 2035 Douglas County Comprehensive Master Plan)

    - "Support the establishment and enhancement of community separators by creating open space buffers, utilizing natural landforms and significant tree plantings to help screen views and provide wildlife habitat." (Policy 2-6B.3, 2035 Douglas County Comprehensive Master Plan)

    - "Increase the amount of open space using the criteria set forth in the Open Space, Trails and Greenways Master Plan which emphasizes supporting a regional greenway network that provides a community separation buffer from development in neighboring jurisdictions while maintaining the viability and connectivity of the natural ecosystem." (Chapter 6, Goal 1.D., Parker 2035 Master Plan)

- "Encourage transitions between different land uses and intensities." (Chapter 6, Goal 1.E., Parker 2035 Master Plan)

- "Provide interconnected open space that is integrated into the community; and preserve and protect valued open lands such as natural areas and community separators." (Chapter 13, Goal 3, Parker 2035 Master Plan)

- "Community Identity and Separation. Open space buffers help guide growth and maintain community identity. They provide a transitional "edge" between the Town and other incorporated and unincorporated communities. The Intergovernmental Agreements between the Town of Parker and Douglas County and the Town of Parker and the City of Lone Tree are regulatory step towards maintaining these buffers." (Chapter 2, What Parker Values, Town of Parker Open Space, Trails and Greenways Master Plan)

- The full separation buffer is identified in existing Town open space maps:
  - Map 1: Existing and Approved Open Space, Town of Parker Open Space, Trails and Greenways Master Plan
  - Map 3: Missing Trail Connections, Town of Parker Open Space, Trails and Greenways Master Plan

Technical Comments:

- The Engineering Division reviewed the applications and had no comment.
- Addressing Analyst:
  - Requested clarification regarding whether the subdivision name is Hess Ranch or Looking Glass.
  - In addition to the extension of Stroh Road and S. Chambers Road, the street name of Hess Ranch Road is approved for use in this plat.
  - Please be sure to add the required south pre-directional to Chambers Road since this road continues south into Douglas County and also contains a northern portion within the Denver Metro area.

Thank you for the opportunity to provide comment. Please don't hesitate to contact me if you have questions.

Thanks,

Dan Avery, AICP
Chief Planner

SCO
CONSULTING, LLC

May 21, 2019

Paul Workman
Town of Parker
Community Development Department
Town Hall
20120 East Mainstreet
Parker, CO 80138

RE: Looking Glass Filing Nos. 2-7 Sketch Plan SUB19-021, and Looking Glass Filing Nos. 2-7 Preliminary Plan SUB19-022

Dear Mr. Workman;

On behalf of Douglas County School District (DCSD), we have a couple comments regarding these two applications that we would like to resolve prior to approval.

It is our understanding that the applicant, Front Range Communities LLC, is proposing a Sketch Plan Amendment to create 588 single family detached lots, create tracts of land for future development in compliance with the zoning, and preserve tracts of land for open space and parks.

DCSD used the acreage table on page 2 of the project narrative to calculate the number of school land acreage required for this subdivision. The calculations estimates generation of 264 elementary students, 78 middle school students, and 156 middle students from this project. Satisfaction of the school land dedication requirement would involve dedication of a total of 11.78-acres of land.

The Hess Ranch PD 2nd Amendment and Anthology North PD together result in the total school land requirements for four 12-acre elementary school sites and one 75-acre joint middle/high school site, of which DCSD requested two 12-acre elementary school sites to be located in the Hess Ranch PD.

The Looking Glass Filing Nos. 2-7 Sketch Plan/Preliminary Plan does not include a school site. The Trails at Crowfoot Final Plat No. 9 includes 10.638-acre Tract B representing one of the two Hess Ranch PD school sites. The other school site within Hess Ranch PD is shown on the Development Plan as Planning Area 19 totaling 11.38-acres. This brings the school site dedication for Hess Ranch PD to a total of 22.018- acres (10.638-acres + 11.38-acres = 22.018-acres).

The Anthology PD plan includes one 75-acre middle school/high school campus. This campus is intended to meet the needs of Hess Ranch PD and other future development in the area. In addition, an 18-acre school site within the Arlington PD is being utilized by the Stone Canyon PD, Pinery West, and Arlington PD to meet the collective school site land dedication requirement. A total of 1.48-acres of land associated with that site is available for use by Hess PD.

With a commitment to dedicate a total of 22.018-acres for school land, and DCSD's request for two 12-acre elementary school sites totaling 24-acres to be located in the Hess Ranch PD, DCSD requests cash-in-lieu for the additional 1.982- acres requested beyond the 22.018-acres to be provided.

Pursuant to Section 13.07.140 (d), (6), (c) of the Parker Development Code, "a cash-in-lieu fee shall be equivalent to the full market value of the acreage required for school land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu-fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one (1) appraisal of the property by a qualified appraiser." DCSD would like a complimentary copy of the appraisal prepared. We would ask that the fee be paid at the time of final plat.

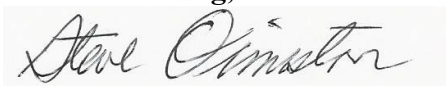
Further, DCSD requests that the applicant prepare a phase 1 environmental audit and a geo-tech report for the two school sites and provide copies to DCSD.

Additionally, with Hess PD 1st Amendment, DCSD asked for a voluntary mid-range contribution of $1952 per residential unit towards the Capital Mitigation component. The Town of Parker determined that the annexation agreement could not add new exactions. New schools will be needed to serve this area.

We would like to have confirmation of concurrence with these commitments for the application to move forward. Once we receive that confirmation, DCSD supports this application for approval. Thank you for your support of our mutual constituents!

Sincerely,

SCO Consulting, LLC



Steve Ormiston
Consultant to DCSD

Right of Way & Permits

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

June 14, 2019

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

Attn: Paul Workman

Re: Hess Ranch Lotting Sketch Plan aka Looking Glass Filing No. 7
Case # SUB19-021

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the sketch plan for **Hess Ranch Lotting Sketch Plan aka Looking Glass Filing No. 7** and requests that the property owner/developer/contractor completes the application process for any new natural gas service via xcelenergy.com/InstallAndConnect. The Builder's Call Line is 1-800-628-2121. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

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

PARKER
COLORADO

Request for Town Council Action

Date:	December 2, 2019
Submitted By:	Mary Munekata, Senior Planner Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-101** **A Resolution to Adopt the Parker Road Corridor Plan, as a part of the Parker 2035 Master Plan**
	Applicant: **Town of Parker**
	Location: **Townwide**
	Department: **Community Development, Mary Munekata**
	TRAKiT No.: **PLN16-001**

EXECUTIVE SUMMARY

The Parker Road Corridor (State Highway 83) is a regional highway that bisects the Town of Parker but is owned and maintained by the Colorado Department of Transportation (CDOT). Years of continued growth and development in Parker and surrounding jurisdictions has generated substantial increases in traffic volume. This has impacted mobility, infrastructure, land uses and the overall development pattern along Parker Road.

In response, Community Development staff proposed and the Town Council directed the preparation of the Parker Road Corridor Plan (the Plan). The purpose of the Plan is to analyze the many land use, transportation and growth issues that impact Parker Road and prepare an updated community vision for the Corridor. An inter-disciplinary staff team comprised of multiple departments and project consultant Kimley-Horn has analyzed existing growth related issues and potential solutions to improve mobility, land uses and urban design in the Corridor.

The Plan is a land use-transportation policy document that incorporates recommendations and strategies to guide future decision-making by the Town, CDOT and partners such as Douglas County and the E-470 Highway Authority. It is a roadmap to effectively manage growth, promote appropriate land uses, guide in-fill development, improve highway operations and safety while prioritizing future infrastructure investment in the Corridor to realize the community vision for Parker Road in the future.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Road Corridor (State Highway 83) is a regionally significant north-south transportation facility that extends 6.5 miles through the Town of Parker and is owned and maintained by CDOT. It serves local and regional vehicular travel through Parker and is also the Town's commercial core that is flanked by a mix of old and new commercial development. The Town has received extensive input from residents and various stakeholders about Parker Road over the years. To some degree, this prompted the Plan and informed the analysis and recommendation contained within it. Multiple issues and challenges have been identified in the Corridor including:

- It is unattractive and a poor gateway to Parker;
- It has incomplete pedestrian, bike and transit facilities;
- It is a major barrier that impedes east-west connectivity esp. at Mainstreet;
- It has increasing trip volumes that impact road operations and safety;
- It supports local mobility and regional thru-trips with limited alternatives;
- It has to balance mobility and land access for development;
- It is constrained by the lack of a strong land use-transportation framework;
- It lacks a cohesive character that impacts the perception of Parker

The Parker Road Corridor Plan (the Plan) is a crucial initiative between the Town, CDOT and other partners to prepare for changing land use, mobility and growth needs through 2040. The primary objective of the Plan is to establish a community vision for the Corridor and provide an integrated land use and transportation approach to realize the vision. The Corridor land use and transportation influence each other and must be coordinated to implement the Plan and achieve key goals. These include promoting appropriate in-fill development, improving roadway operations and safety and the transforming the highway from a barrier to a corridor that better connects the east and west parts of Town.

Throughout the planning process Town staff and the project consultant Kimley-Horn have pursued a robust community engagement effort to seek input from Parker residents, businesses, property owners, the Town Council and other stakeholder such as Douglas County and the E-470 Highway Authority. The project team has utilized traditional methods of community engagement such open houses and new electronic means of engagement including Let's Talk Parker, the Town web site and social media. This approach has ensured that the Plan has been developed with a broad base of information from the community and is informed by the public as much as it is by technical experts.

The Plan study area extends along Parker Road from the Town's northern border with Arapahoe County to the southern border with Douglas County. The western boundary generally follows Cherry Creek while the eastern boundary is irregular but extends as far east as Pine Drive/Hilltop Road. The study area has been divided into three subareas for analysis:

1. Northern Area: Northern border w/Arapahoe County to Parkglenn Way
2. Central Area: Parkglenn Way to south of Hilltop Road
3. Southern Area: Hilltop Road south to Town border with Douglas County

The attached Planning Commission staff report dated November 14, 2019, describes the Plan's recommendations for each of the subareas. The Corridor and its subareas were analyzed through the following framework:

1. Land Use: Analysis of Corridor development patterns and land use alignment with the Parker 2035 Master Plan;
2. Transportation: Analysis of the Corridor roadway network in terms of operations, safety, capacity and mode to 2040; and
3. Urban Design: Analysis of the Corridor physical and visual character as it relates to the Corridor vision and Development Designs Standards

The Plan has an Implementation section that summarizes the recommendations for actions to achieve the community vision over many years. These actions are organized by the following phases: Near-Term (1-5 years), Mid-Term (5-10 years) and Long-Term (10-20 years). As a policy document, the Parker Road Corridor Plan will require periodic updating to reflect progress made, future Town Council direction, potential additional strategies and responses to unforeseen opportunities and challenges.

Lastly, next steps for implementing the Parker Road Corridor Plan include:

- Update the Parker 2035 Master Plan
- Implement zoning changes
- Partner with CDOT to update SH 83 Access Management Plan and Corridor Optimization Study
- Coordinate with CDOT, Douglas County, DRCOG and the E-470 Highway Authority on follow-up actions including planning, environmental study and design
- Identify Town, County, State and Federal resources to pursue next steps and prioritize investments that maximize public benefit as it relates to land use, mobility and economic development

On November 14, 2019, the Planning Commission held a public hearing and unanimously voted to recommend that Town Council approve the resolution adopting the Parker Road Corridor Plan.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 19-101
2. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Resolution No. 19-101.

RESOLUTION NO. 19-101, Series of 2019

TITLE: A RESOLUTION TO ADOPT THE PARKER ROAD CORRIDOR PLAN, AS A PART OF THE PARKER 2035 MASTER PLAN

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Town of Parker Planning Commission (the "Planning Commission") to make and recommend adoption of a master plan for the physical development of the municipality;

WHEREAS, pursuant to C.R.S. § 31-23-206(a), the Planning Commission shall make recommendations as part of the adoption of the master plan for the development of the Town of Parker and outlying areas, including the general location, character, and extent of existing, or proposed streets, roads, rights-of-way, and highways;

WHEREAS, pursuant to C.R.S. § 31-23-207, the master plan shall be made with the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provisions for traffic, the promotion of safety from fire, floodwaters and other dangers, adequate provisions for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the promotion of energy conservation and adequate provisions of public utilities and other public requirements;

WHEREAS, pursuant to C.R.S. § 31-23-208, the Planning Commission may recommend adoption of the master plan as a whole by a single resolution or may, by successive resolutions, recommend adoption of successive parts of the plan, and may recommend adoption of any amendments or extensions thereof or additional thereto;

WHEREAS, pursuant to Section 6.3 of the Town of Parker Home Rule Charter, the Planning Commission shall prepare and submit to the Town Council of the Town of Parker (the "Town Council") the update of the master plan, in whole or in part, for approval by Town Council;

WHEREAS, the Town Council determined it is appropriate to adopt the Parker Road Corridor Plan (the "Plan"), as a part of Parker 2035 Master Plan;

WHEREAS, the proposed Plan, when adopted, will amend and become part of the Parker 2035 Master Plan by reference;

WHEREAS, the Town's Community Development Department, along with the Town's consultant, Kimley-Horn, has completed the final draft of the Plan;

WHEREAS, the Plan will help achieve various Strategic Goals adopted by the Town Council, including: Foster Community Creativity and Engagement, Promote a Safe and Healthy Community, and Develop a Visionary Community Through Balanced Growth;

WHEREAS, the Plan addresses priorities identified by the Town's Community Development Department and their plans for managing growth and development in the community that align with the adopted Parker 2035 Master Plan;

WHEREAS, the following Town documents and plans were used and/or integrated into the Plan as necessary and are on file at the Town Clerk's Office:

- Parker 2035 Master Plan
- State Highway 83 Corridor Optimization Plan
- State Highway 83 Access Management Plan
- Mainstreet Master Plan;

WHEREAS, the planning approach utilized for the Plan reflected the integrated nature of the effort to address corridor land use and transportation, by developing recommendations through close coordination with the corridor's vested partners (including departments within the Town of Parker and the Colorado Department of Transportation, Douglas County and the E-470 Public Highway Authority), active engagement of the corridor's stakeholders, and meaningful conversations with, and feedback from, the larger Parker community;

WHEREAS, the following public engagement methods were used during the community input process: two Community Open Houses held on September 12, and December 5, 2018, and engagement with the community through the "Let's Talk Parker" website, including an online survey, maps, idea sounding board and project documents;

WHEREAS, the Town Council held a study session on January 14, 2019, to review and comment on the proposed Plan;

WHEREAS, the Planning Commission held a study session on January 14, 2019, to review and comment on the proposed Plan; and

WHEREAS, the Planning Commission held a public hearing on November 14, 2019, and recommended to the Town Council approval of the Parker Road Corridor Plan, as a part of the Parker 2035 Master Plan;

WHEREAS, the Town Council held a public hearing on December 2, 2019, and approved the Parker Road Corridor Plan, as a part of the Parker 2035 Master Plan.

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 Parker Road Corridor Plan, which is attached hereto as **Exhibit A** and incorporated herein by this reference, as a part of the Parker 2035 Master Plan.

Section 2. The Town Council directs that a copy of the Parker Road Corridor Plan shall be filed with the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

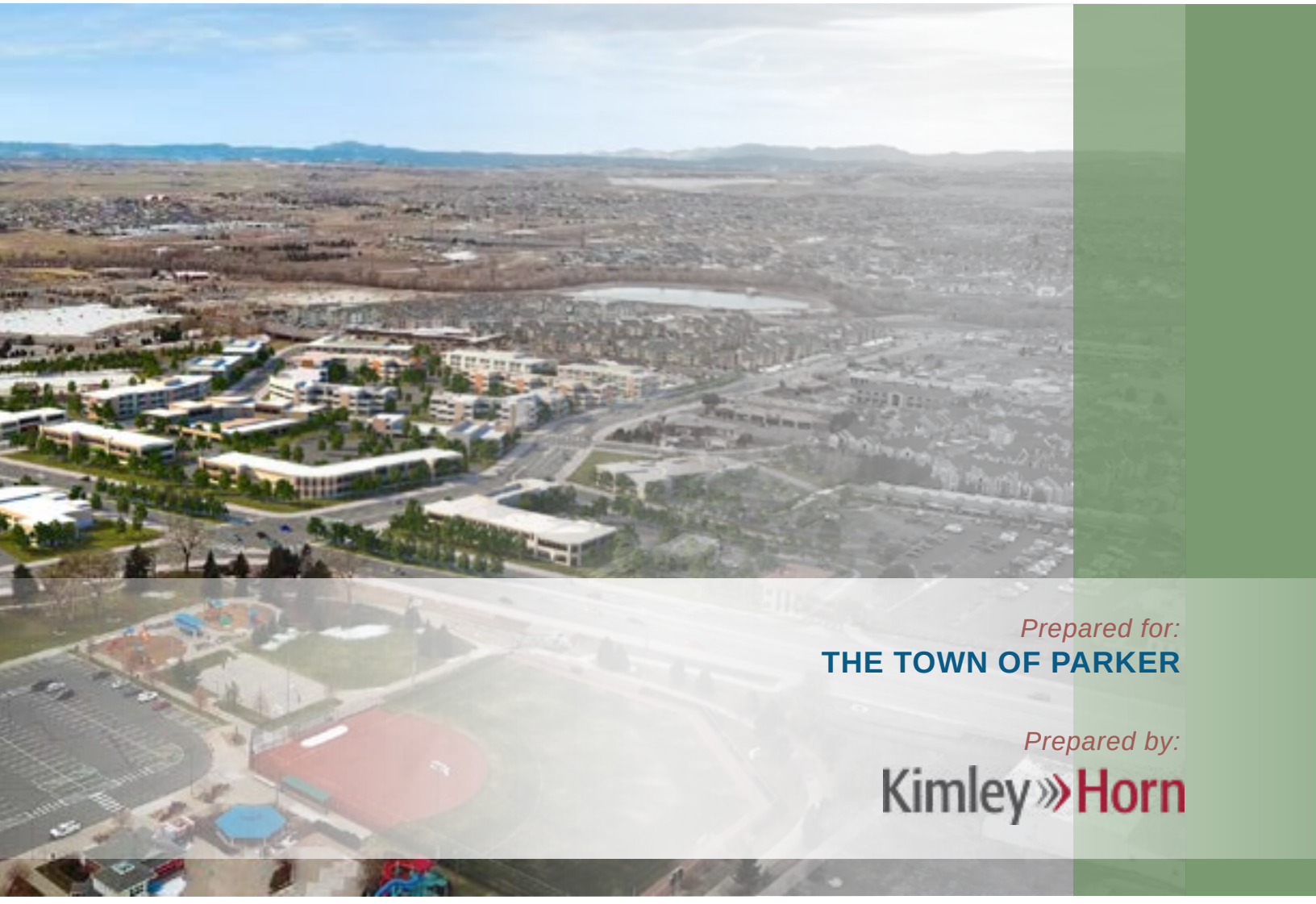
EXHIBIT A

Town of Parker Parker Road Corridor Plan

(*Attached beginning on following page*)

PARKER ROAD
CORRIDOR PLAN

December 2019



Prepared for:
THE TOWN OF PARKER

Prepared by:
Kimley»Horn

ACKNOWLEDGMENTS

The Town would like to thank all who were involved in this project for your assistance and valuable input.

This project would not have been possible without the participation of the citizens in the public outreach process and the commitment from our Project Committee & Partners.

PROJECT MANAGEMENT

John Fussa, *Community Development Director*

Jason Rogers, *Deputy Community Development Director, P3 Executive Director*

Bryce Matthews, *Planning Manager*

Mary Munekata, *Senior Planner*

Troy Russ, *Kimley-Horn, Project Consultant*

TECHNICAL ADVISORY PROJECT COMMITTEE & PARTNERS

Tom Williams, *Engineering/Public Works*

Chris Hudson, *Engineering/Public Works*

Dave Aden, *Engineering/Public Works*

Alex Mestdagh, *Engineering/Public Works*

Dennis Trapp, *Parks and Recreation*

Weldy Feazell, *P3 (Urban Renewal Authority)*

Matt Carlson, *Economic Development*

Andy Anderson, *Communications*

Carolyn Washee-Freeland, *Community Development*

Carrie DeJiacomo, *Colorado Department of Transportation*

Paul Scherner, *Colorado Department of Transportation*

Thomas Magenis, *Colorado Department of Transportation*

Rick Solomon, *Colorado Department of Transportation*

Jessica Myklebust, *Colorado Department of Transportation*

Art Griffith, *Douglas County*

Kathie Haire, *Douglas County*

PARKER PLANNING COMMISSION

Gary A. Poole, *Chair*

Duane Hopkins

Eliana Burke, *Acting Vice Chair*

Richard Foerster

Erik Frandsen

John Howe, *Vice Chair*

Ruth Ann Nelson

Susan Caudill, *Alternate*

Tracie Manske, *Alternate*

Kimberly Rodell, *Alternate*

Kelly Hickler,
Past Commissioner

Sasha Levy,
Past Commissioner

Robert Moffitt,
Past Commissioner

PARKER TOWN COUNCIL

Mike Waid, *Mayor*

John Diak

Debbie Lewis

Cheryl Poage

Joshua Rivero

Jeff Toborg

Renee Williams

Josh Martin,
Past Councilmember

PUBLIC HEARINGS

Planning Commission,
November 14, 2019

Town Council,
December 2, 2019

PARKER
COLORADO

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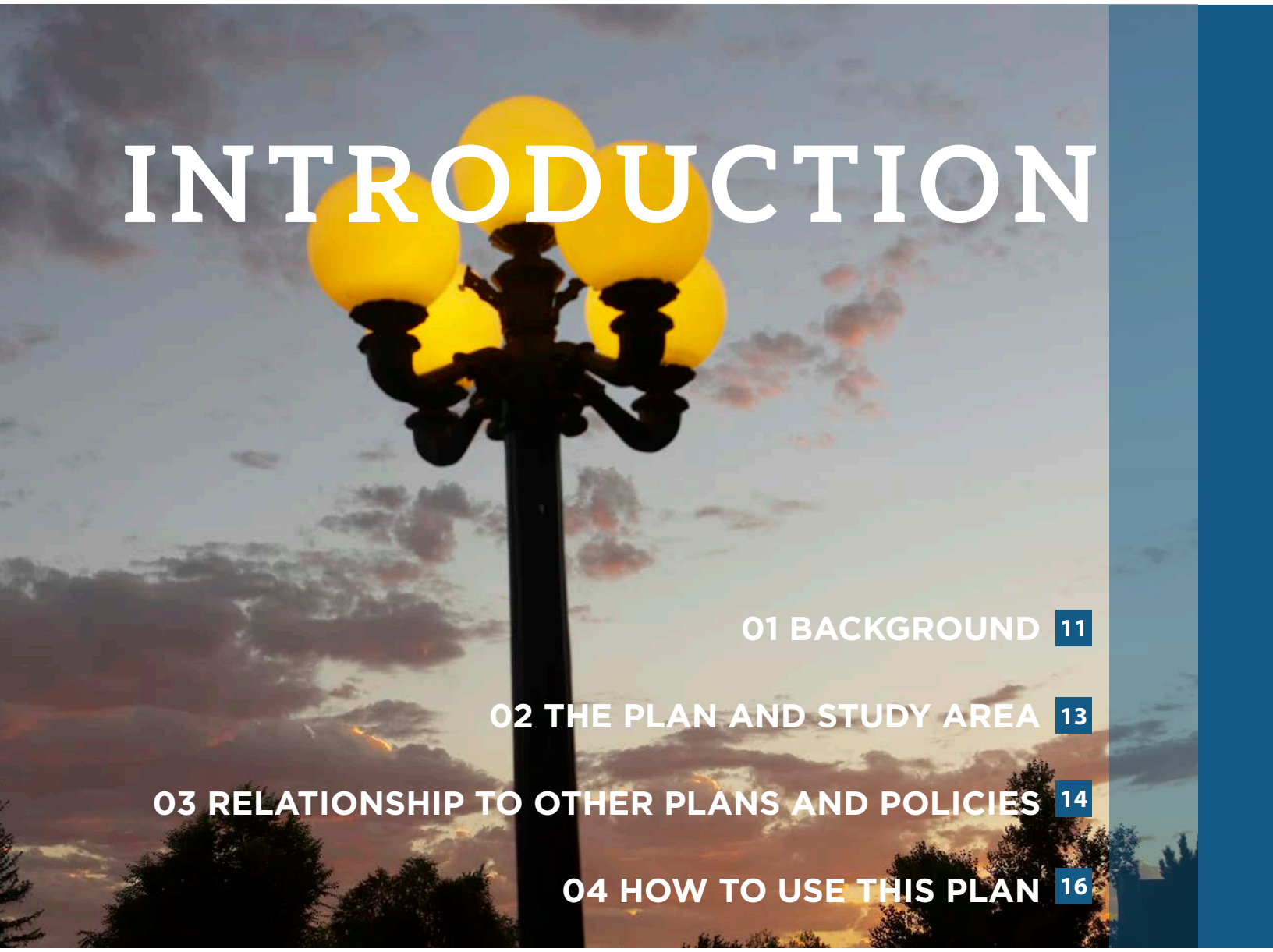

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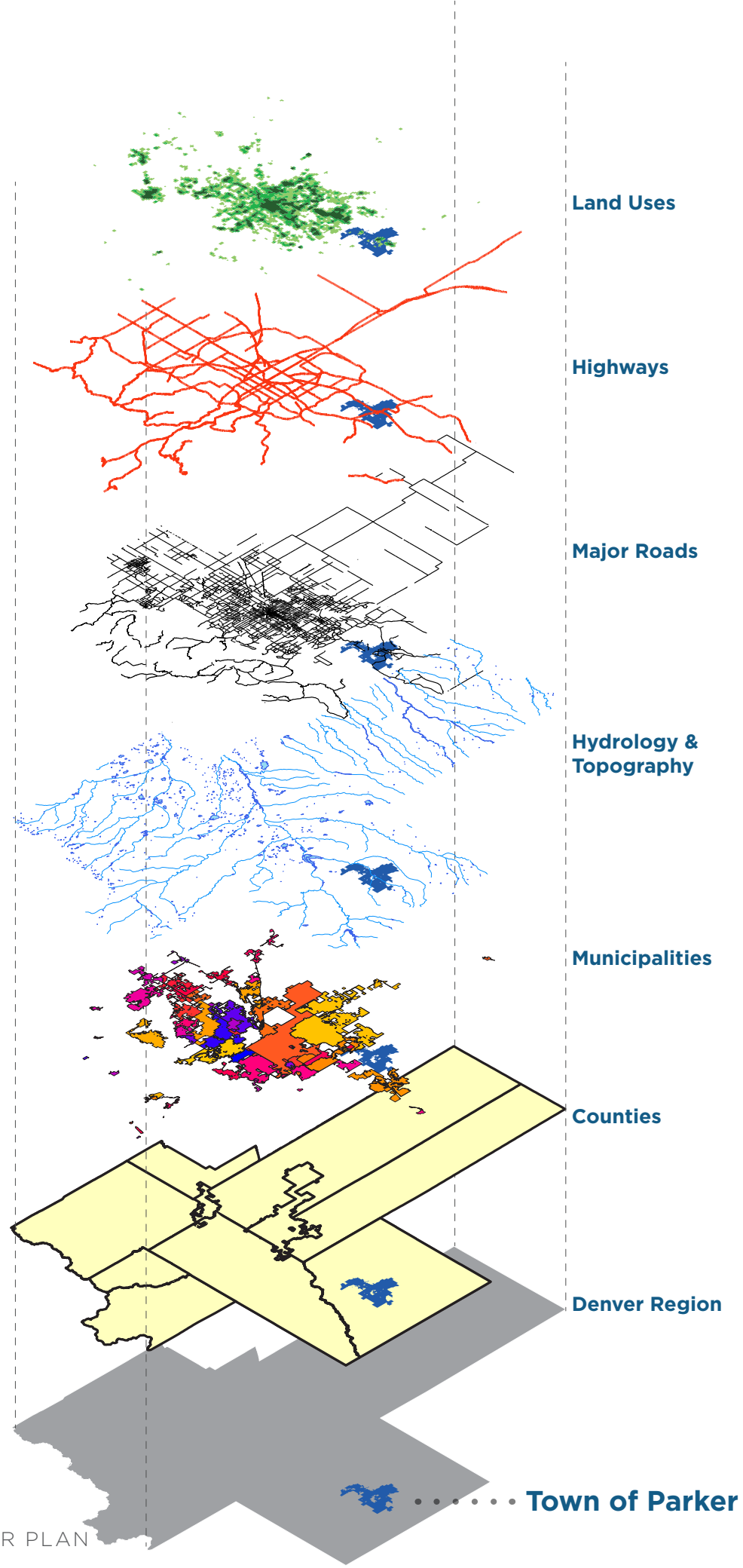


Figure 1-1 Regional Location

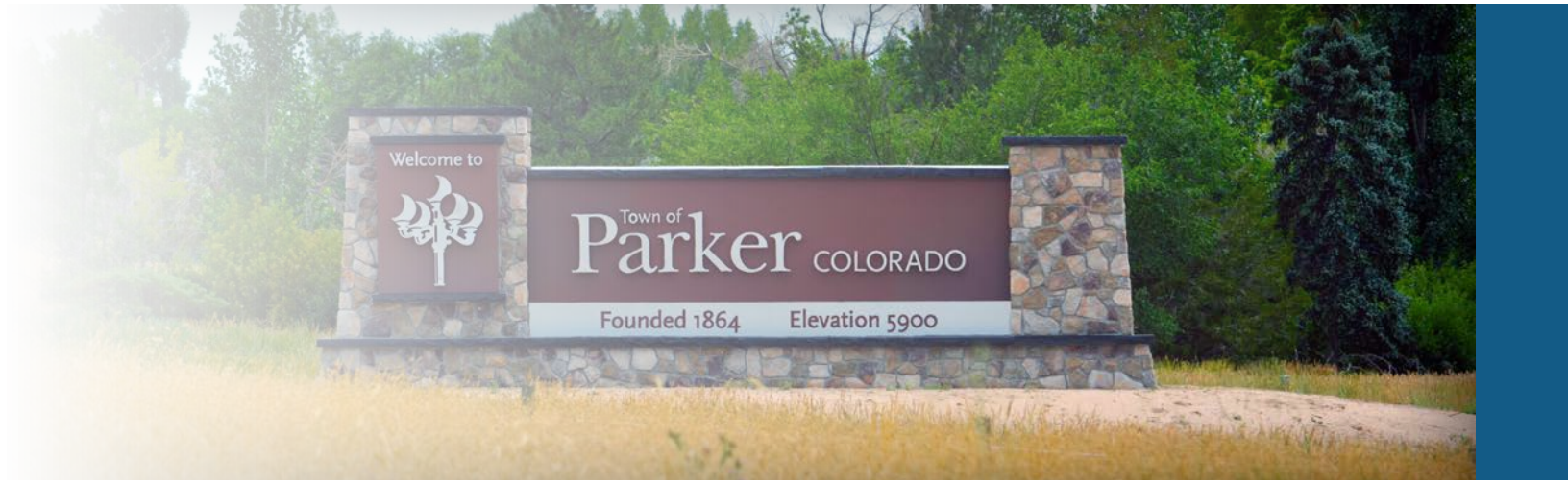
The Town of Parker encompasses 22.2 square miles and is located in northern Douglas County twenty miles southeast of Denver.

01 | BACKGROUND

A community's land uses are intrinsically linked to the design and function of the transportation facilities and network that serve them. Land use decisions affect transportation decisions and, in turn, transportation investments powerfully affect how land uses develop. Transportation investments sometimes occur before land use investments, but frequently, land use decisions are made before transportation funding. Most land use and transportation coordination challenges occur because decisions for each are made by different actors, at different geographic scales, and in different time frames.

Parker Road (SH 83) is owned and maintained by the Colorado Department of Transportation (CDOT). The highway is a critical transportation corridor in CDOT's portfolio, serving the Denver Region and Colorado Front Range. It is one of only two major north/south corridors (the other being Interstate 25) that traverse Douglas County, connecting Denver to Colorado Springs. As growth occurs in Parker and the Denver Region, transportation demand in the corridor will continue to increase.

In addition to providing regional connections, Parker Road also functions as the Town's primary commercial corridor and economic spine. The highway interconnects the Town and functions as the community's identifiable gateway corridor. Between 2000 and 2010, Douglas County's population grew 62%, which placed it among the fastest-growing counties in the United States. Acording to the US Censu Burearu, the Town of Parker has grown 22% since 2010, adding 10,300 residents. As transportation demand increases along Parker Road, the municipal needs and community character expectations for the corridor will continue to grow.



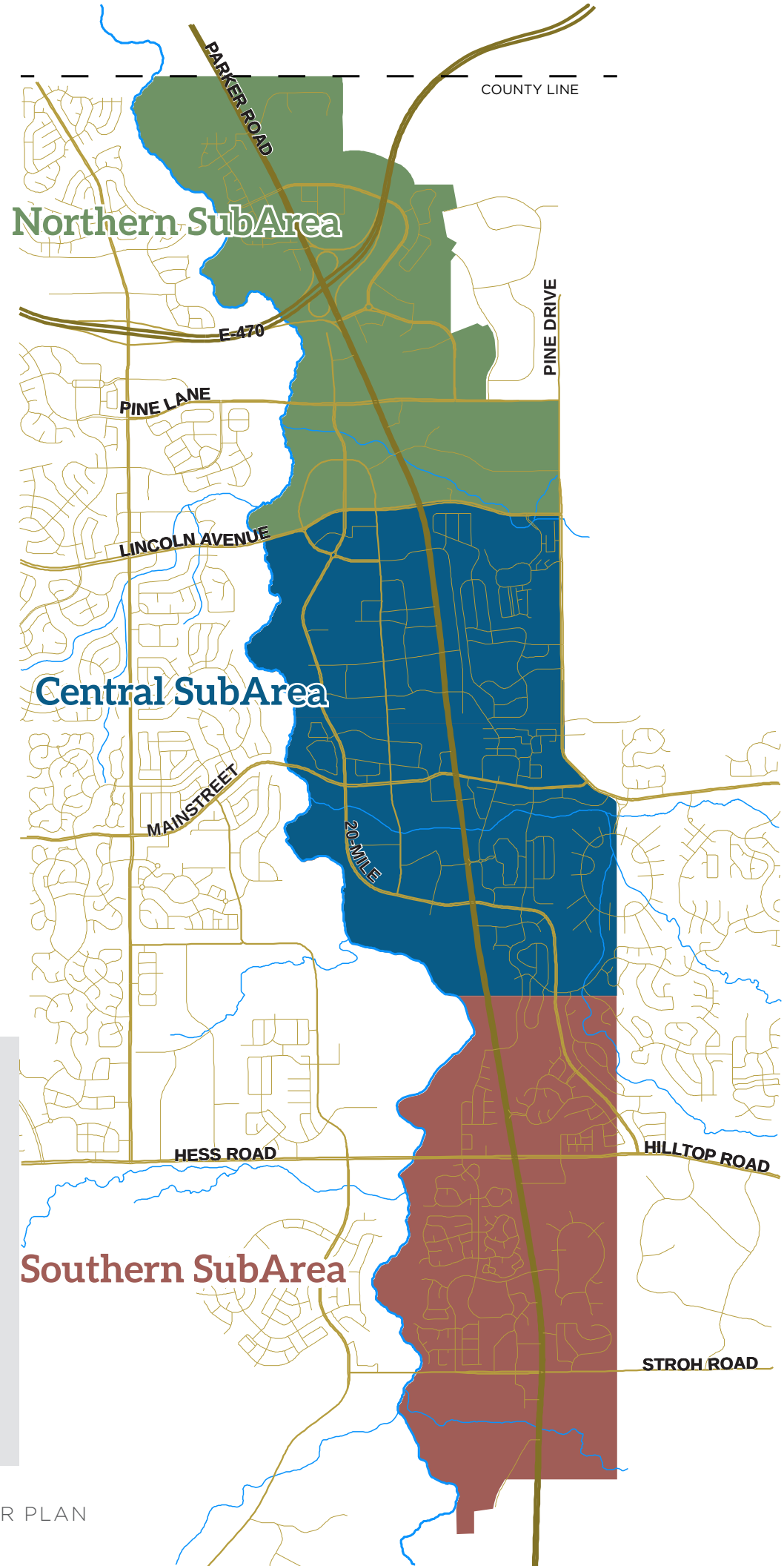


Figure 1-2 Study Area

The study area of the Parker Road Corridor Plan extends along Parker Road between the Town's northern and southern boundaries and includes areas generally between Cherry Creek on the west and Pine Drive and Hilltop Road to the east

The study area is broken up into three sub-areas: the Northern, Central, and Southern Sub-Areas.

02 | THE PLAN AND STUDY AREA

CDOT's transportation investments in Parker Road have influenced the shape and economic performance of the different land uses along the corridor. Some of these investments have proven to be unsustainable. Similarly, land development patterns have influenced the function and capacity of Parker Road—some proving beneficial but impacting the efficiency and safety of the highway.

Developing a strong integrated land use and transportation strategy is an important objective of the Parker Road Corridor Plan. This Corridor Plan has been developed as a combined land use and transportation plan for the Town and CDOT to better manage growth and land development, improve travel safety and efficiency, and prioritize future infrastructure strategies and options for the Parker Road corridor.

The Corridor Plan will function as a roadmap that coordinates both the Town's and CDOT's policies and programming for future land development approvals and transportation investments.

LAND USE

The Corridor Plan will further define the Town's desired community character and land use mixture for Parker Road. The land use elements of the plan will guide Town decisions regarding:

- Updating development standards
- Updating the Parker 2035 Master Plan
- Guiding staff response to zoning change requests
- Updating public dedication requirements for roadways and other public amenities
- Partnering for redevelopment along corridor
- Review of development and redevelopment within the corridor

TRANSPORTATION

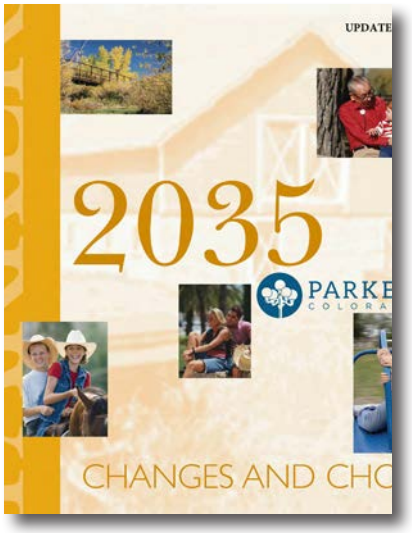
The Corridor Plan will outline a transportation strategy in the corridor for both CDOT and the Town, which will guide decisions regarding:

- Improving safety along the corridor
- Defining future public and private access to and from the highway
- Serving the regional mobility obligations and demand on the corridor
- Establishing alternative transportation solutions for Parker Road
- Prioritizing capital improvement projects for all modes of transportation
- Responding to the community's economic and placemaking expectations
- Identifying improvements to the supporting street network necessary to serve the corridor's current and future multimodal mobility challenges

03 | RELATIONSHIP TO OTHER PLANS AND POLICIES

The Corridor Plan serves as an element of the *Parker 2035 Master Plan and will guide future updates to CDOT's State Highway 83 Corridor Optimization Plan (Optimization Plan) and State Highway 83 Access Management Plan (Access Management Plan)*. The Corridor Plan's study area and some recommendations also inform portions of the recently completed Mainstreet Master Plan.

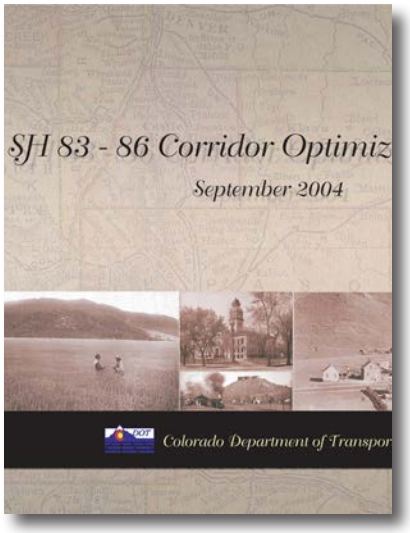
PARKER 2035 MASTER PLAN



This plan outlines a policy framework and recommendations that guide changes to the physical, social, and economic environment of Parker. Maintaining a "hometown feel" is the predominant theme throughout the document. This Plan is used by Town staff to evaluate and make recommendations to Planning Commission and Town Council on regulatory and policy changes, proposed annexations, zonings, and budgeting.

The study area for the Corridor Plan includes several "character areas" from the 2035 Master Plan. Recommendations identified in this Corridor Plan provide a finer-grain examination of the Town within this study area. The Corridor Plan functions as a refined vision for the corridor to guide future public and private investments.

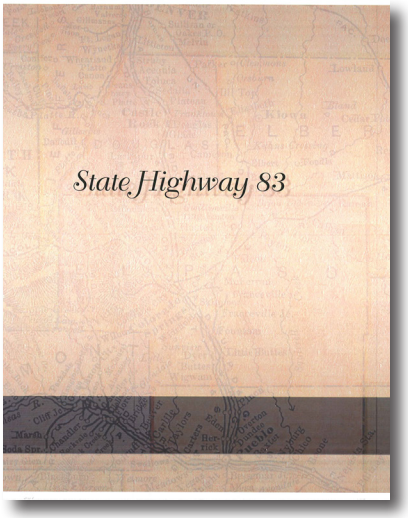
STATE HIGHWAY 83 CORRIDOR OPTIMIZATION PLAN



CDOT conducted a corridor optimization study for Parker Road in 2004. The study outlined Town-supported transportation strategies to meet future travel demands along the Parker Road corridor while considering modal mix, capacity, access, land use, cost, and funding options. The Optimization Plan was successfully employed by the Town and CDOT to preserve critical right-of-way for Twenty-Mile Road, Dransfeldt Road, and other parallel roways within the Parker Road Corridor.

Intended to update the optimization Plan, the Corridor Plan defines the transportation strategy for Parker Road for the next 20 years and is supported by the Town, CDOT, and Douglas County.

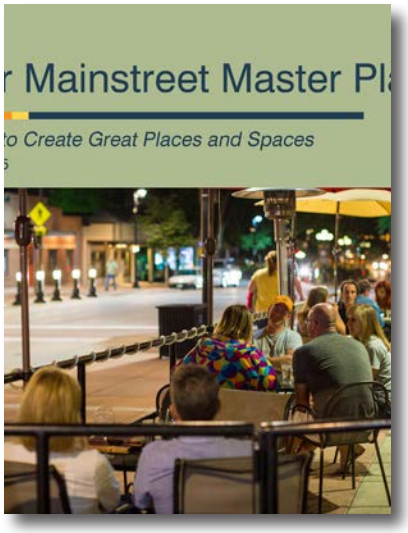
STATE HIGHWAY 83 ACCESS MANAGEMENT PLAN



CDOT and the Town entered into an Intergovernmental Agreement (IGA) in 2004, defining public and private access requirements for Parker Road. Developed in coordination with the transportation strategy outlined in the Optimization Plan, the Access Management Plan defines specific access standards and driveway spacing requirements for properties along Parker Road. The Access Management Plan is used by the Town when reviewing development applications along the corridor.

The Corridor Plan is intended to guide the Town's and CDOT's update of the Access Management Plan and IGA. A new IGA governing the regulatory implementation of Parker Road's new 20-year transportation strategy and property access requirements should accompany the adoption of this Corridor Plan.

MAINSTREET MASTER PLAN



The Mainstreet Master Plan discusses improving the downtown through policy changes and design aesthetics that maintain the charm of the area, while allowing for growth.

The plan describes many areas of improvement, "enhancing the pedestrian environment" is a significant topic, especially with increased development intensity and activity in the area.

The Plan offers further suggestions on the enhancement of the pedestrian environment through street design and ground floor land use recommendations along Mainstreet—both east and west of Parker Road.

The Parker Mainstreet Master Plan specifically recommends enhanced traffic-calming techniques on Town streets and an improved pedestrian connection along Mainstreet crossing Parker Road.

Purpose - The Parker Road Corridor Plan is a policy document. To achieve the community's refined land use and transportation vision for the corridor described in the Corridor Plan, regulatory changes must be adopted in the development regulations of the Parker Municipal Code, including the incorporation of new development design guidelines for the area.

The Corridor Plan continues to support the policy that requires private property owners to build or dedicate appropriate public infrastructure or land when developing or redeveloping properties. Other public investments will be made by the Town, or in partnership with Douglas County, CDOT, or the E-470 Public Highway Authority through the annual capital budgeting process.

04 | HOW TO USE THIS PLAN

The Parker Road Corridor Plan defines the Town of Parker's and CDOT's integrated land use and transportation vision for the corridor to guide future public and private investments. The document is divided into five sections:

02 | PLANNING PROCESS

Describes partnership between the Town, CDOT, and Douglas County, and the public involvement and community outreach efforts used to develop the Plan.

03 | THE CORRIDOR YESTERDAY, TODAY, AND TOMORROW

Provides the context influencing the physical and operational conditions in the study area and illustrates the strengths, weaknesses, opportunities, and threats affecting the corridor's land use and transportation performances.

04 | THE VISION, GOALS, AND PLANNING FRAMEWORK

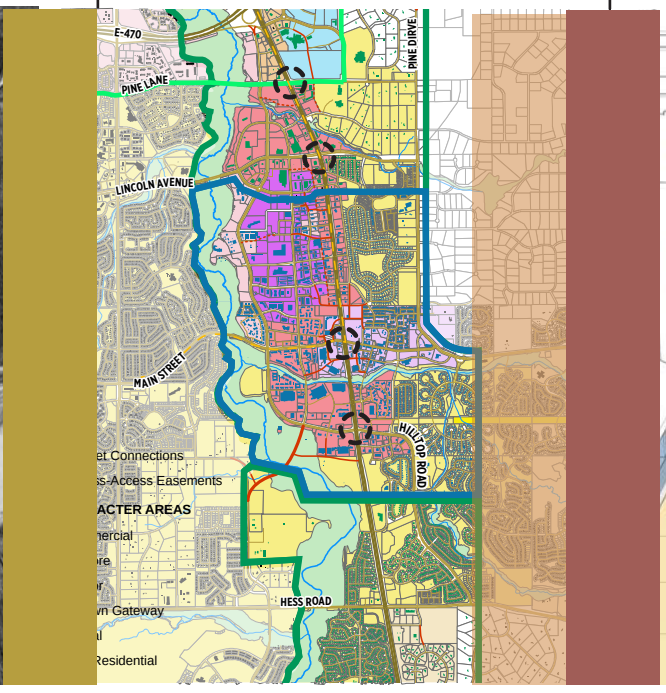
Describes the general land use and transportation goals for the plan, referred to as the Measures of Success, and the corridor-wide strategies to guide future action in the corridor.

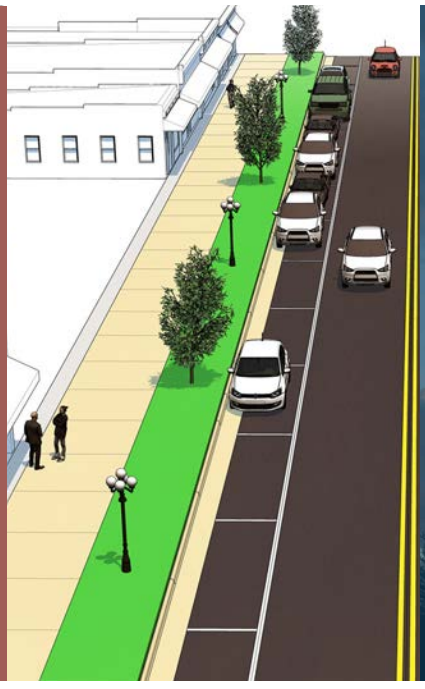
05 | THE CENTRAL SUBAREA FOCUS PLAN

Includes detail maps and illustrations describing the desired land uses; building character; and street, trail, and park improvements for the area between Lincoln Avenue on the north and Twenty Mile Road on the south.

06 | IMPLEMENTATION

Describes the steps necessary to achieve the plan's goals and includes cost estimates for the anticipated phasing of public improvements.





02

PLANNING PROCESS

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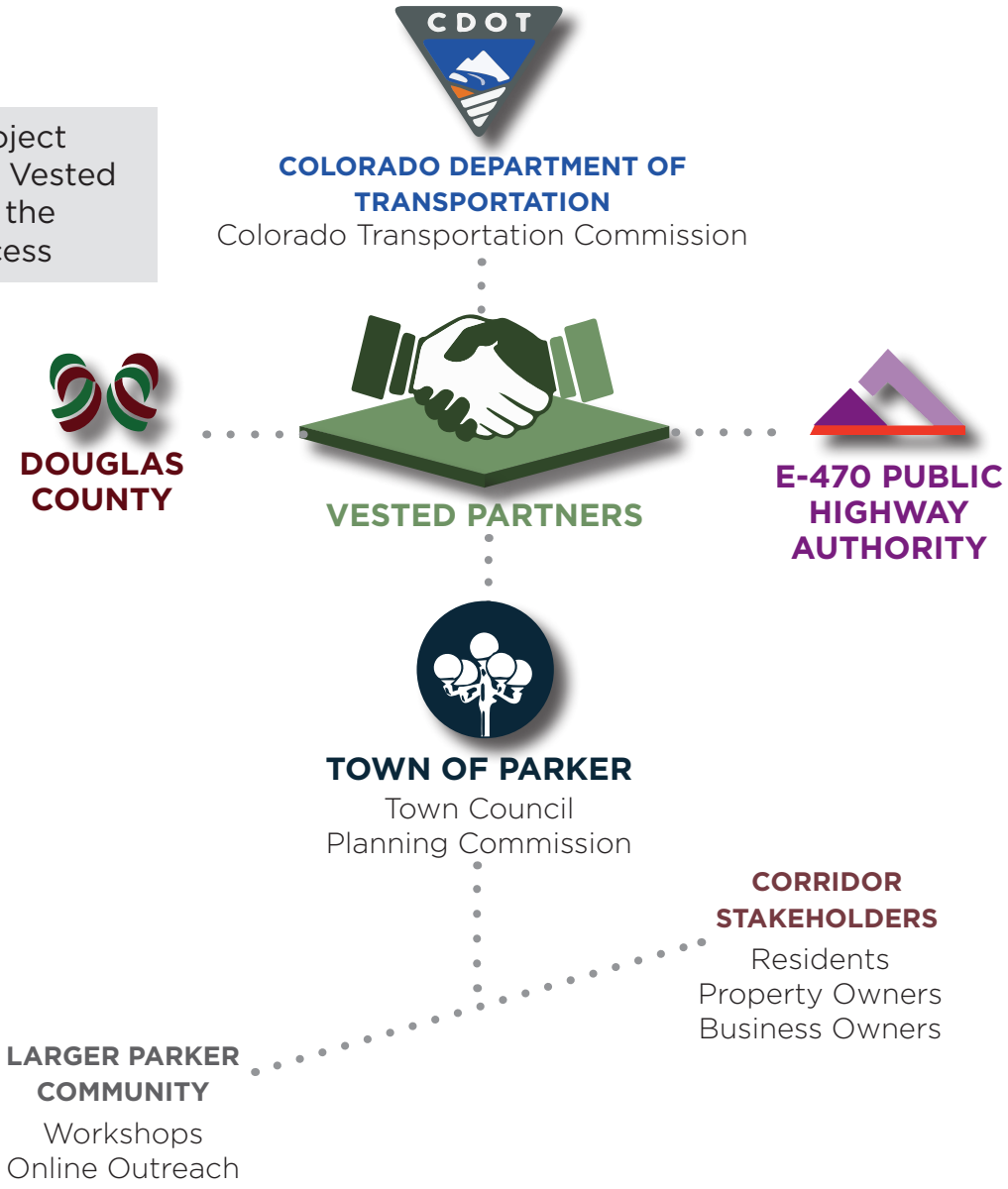
Figure 2-1 Project Stakeholders, Vested Partners, and the Decision Process



01 | THE PLANNING APPROACH

The planning approach utilized for the Parker Road Corridor Plan reflected the integrated nature of the effort to address corridor land use and transportation. The planning process, including the community outreach effort, helped develop recommendations through:

- Close coordination with the corridor's **vested partners**;
- Active engagement of the **corridor's stakeholders**; and
- Meaningful conversations with, and feedback from, the **larger Parker Community.**

The approach outlined the necessary planning and engineering analysis and corresponding decisions in a logical sequence to connect back to community goals outlined in the *Parker 2035 Master Plan* and the mobility objectives of the *Parker Transportation Master Plan.*

The Corridor Plan's technical milestones corresponded with public engagement activities to inform decisions made by the Town and CDOT. The effort focused on creating balanced solutions that addressed the realities of the often-competing expectations between enhanced regional mobility and local community livability and economic development. A successful integrated land use and transportation plan for Parker Road requires ongoing coordination and collaboration from the Town of Parker and CDOT.

THE CORRIDOR'S MOBILITY AND ECONOMIC FUTURE RELIES ON THE ONGOING COLLABORATION AND PARTNERSHIP BETWEEN THE VESTED PARTNERS, STAKEHOLDERS, AND THE COMMUNITY AT LARGE.

02 | VESTED PARTNERS

Parker Road is a regionally significant transportation corridor which traverses Parker and functions as the Town's primary commercial corridor. The highway interconnects many of the Town's resources and community amenities while also serving the regional mobility needs of the southern Front Range. As such, Parker Road has several vested partners internal to the Town, at CDOT, and within Douglas County.

The planning process employed for this plan included conducting seven regular working sessions between the project's vested partners to ensure the analysis and recommendations from the effort reflected each partner's expectations and priorities. These working sessions coincided with key decisions and were informed by community input. The Parker Road corridor's vested partners include:

TOWN OF PARKER

The Town of Parker is responsible for many of the physical, social, and economic decisions affecting the Study Area. While the Town is a single entity, many different departments within the Town have various responsibilities in the form and function of Parker Road. Collectively, these varying priorities have all contributed to the Town of Parker's multi-layered vision for the corridor.

The following Departments actively influenced the outcome of the Parker Road Corridor Plan and will continue to play a significant role in implementation of the recommendations and actions highlighted in the plan. The overall success of this plan depends on comprehensive coordination and collaboration between the City's Departments.

The Community Development Department is responsible for implementing land use and regulatory changes to the Land Development Ordinance to ensure private development investments in the corridor contribute to the long-term success of the corridor as envisioned in the Plan.

Engineering and Public Works Department is responsible for implementing and maintaining municipal transportation investments which serve the mobility, land use, and economic development needs of the Parker Road Corridor.

Parks and Recreation Department is responsible for the planning, design, and operations of the recreational trails, open space properties, and several parks that may be impacted or enhanced by the recommendations within the Plan.

Partnering for Parker's Progress (P3) is the Town's Urban Renewal Authority, which manages three districts along the Parker Road Corridor. P3Parker has the potential to help implement the Parker Road Corridor Plan by facilitating partnerships with the private sector and supplementing the public funding of corridor projects that align with the authority's core mission.

Other Departments within the Town play contributing roles in informing the planning process, influencing recommendations, and guiding implementation of the Plan, including Town Administration, Economic Development, Police, Finance, and Communications.

COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

CDOT is responsible for maintaining safe and efficient Federal Interstates, U.S. highways, and Colorado state highways. Parker Road (SH 83) is a state highway which provides critical north/south mobility in Douglas County, El Paso County, and the southern Denver Metropolitan Region. Any transportation investment or access changes along Parker Road must be permitted by CDOT.

DOUGLAS COUNTY

Douglas County is a regional mobility partner with the Town of Parker and CDOT. Since the 1990s, Douglas County has been one of the fastest-growing counties in the United States. Douglas County's Transportation Department works closely with its five municipalities, along with CDOT, E-470 Public Highway Authority, and the Denver Regional Council of Governments (DRCOG), to develop transportation solutions and identify funding partnerships.

The Douglas County Community Development Department also reviews and approves new development/land uses south of Town which impact the corridor.

E-470 PUBLIC HIGHWAY AUTHORITY

E-470 is a political subdivision of the State of Colorado responsible for operating, maintaining, and improving the 47-mile tolled expressway. E-470 serves the eastern Denver Region connecting with I-25 in the southern and northern parts of the metropolitan area. The Expressway crosses the northern portion of the Parker Road Corridor in Parker. The Town of Parker, CDOT, and Douglas County will need to partner with E-470 to improve the efficiency of the Parker Road intersection and E-470's exit ramps connecting to Parker Road.

03 | CORRIDOR STAKEHOLDERS

Prior to conducting a detailed data collection and corridor analysis, the Town of Parker facilitated one-on-one interviews with key stakeholders and focus group sessions with corridor residents, property owners, and businesses to identify stakeholder issues, concerns, and expectations in the corridor. Potential strategies and solutions were also screened with stakeholders.

Information gathered in these interviews and focus group meetings were shared with the corridor's vested partners to advance their understanding of opportunities and potential solutions.

Common themes revealed during the stakeholder interviews and focus group meetings included:

"Parker Road is aesthetically unpleasing and not reflective of the Town of Parker's quality of life"

"Congestion on the corridor is frustrating"

"East-west crossing of Parker Road is challenging"

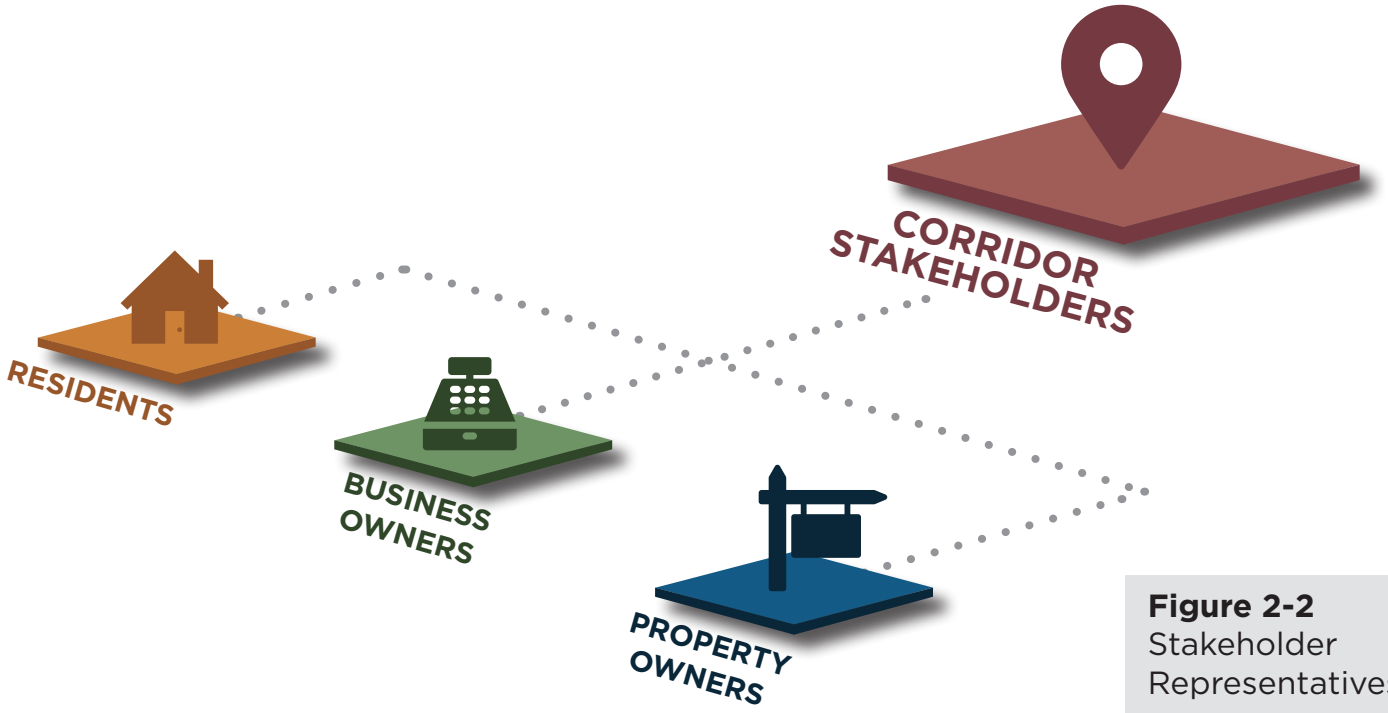


Figure 2-2
Stakeholder Representatives

"The center portion of the corridor defines Parker while the north and south portions could be anywhere"

"The corridor needs a safer walking and bicycling environment"

"Improved transit is needed in the corridor"

04 | THE COMMUNITY AT LARGE

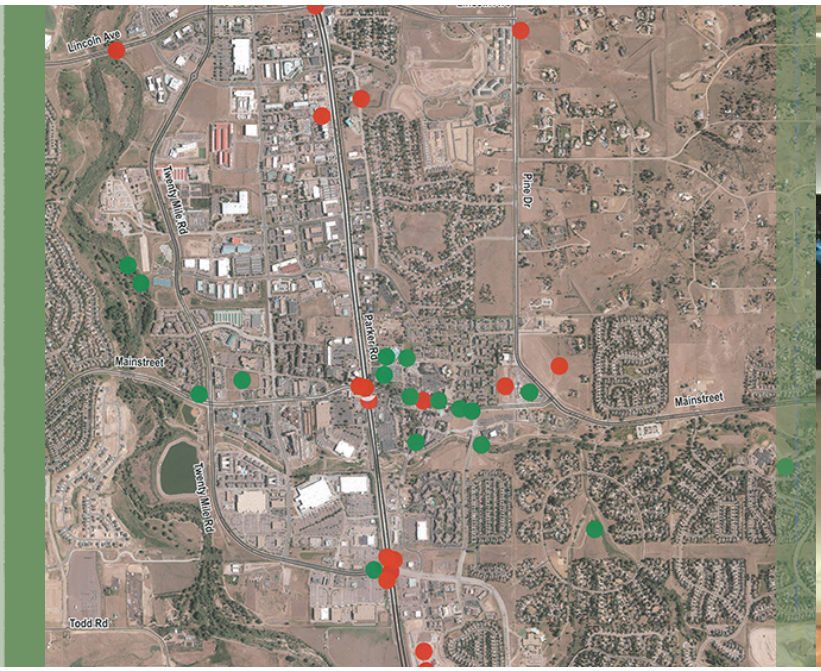
An outreach effort for the community at large informed the corridor's vested partners and their decisions and recommendations. The corridor's key planning and design efforts were organized around two community workshops. Public input from the workshops was supplemented by a community-wide online conversation with the Town's engagement platform "Let's Talk Parker."

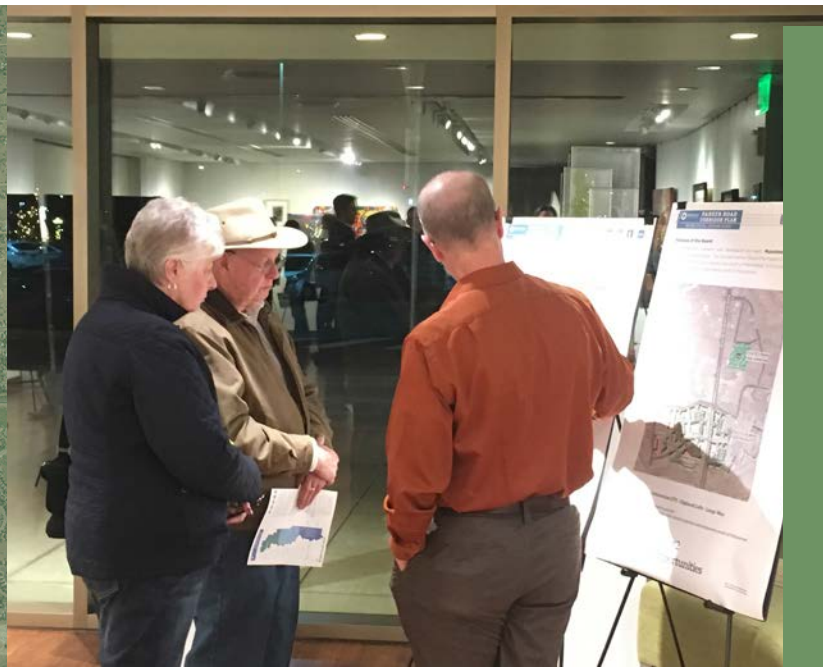
THE WORKSHOPS

The first of two public workshops was held to educate the community about the existing land use and transportation opportunities and challenges. This workshop was also an opportunity for the public to share their concerns and expectations for the Parker Road Corridor. Participants were asked to identify:

- What they liked most about the corridor and what should be preserved; and
- What they disliked in the corridor and what they would like to see changed.

The meeting materials presented included the corridor's existing conditions findings alongside the results from previous planning efforts. Participants identified locations of the corridor that they liked or disliked with respect to the land uses and transportation performance along the corridor.





Participants most "liked":

- Walkable Downtown Parker
- Businesses within the central portion of the corridor
- Parks and open spaces along the corridor

Participants most "disliked":

- Physical conditions of the corridor
- Traffic Congestion
- Abundance of under performing properties

Feedback from the first meeting guided the team and the corridor's vested partners in developing and recommending alternative solutions.

The second meeting was held in an open-house format to allow the public an opportunity to review and comment on the various transportation solutions and their impacts on the corridor's mobility, community character, and land uses. The community feedback gathered was presented to the corridor's vested partners to assist in developing their final recommendations to the Parker Town Council and CDOT.

ONLINE CONVERSATIONS

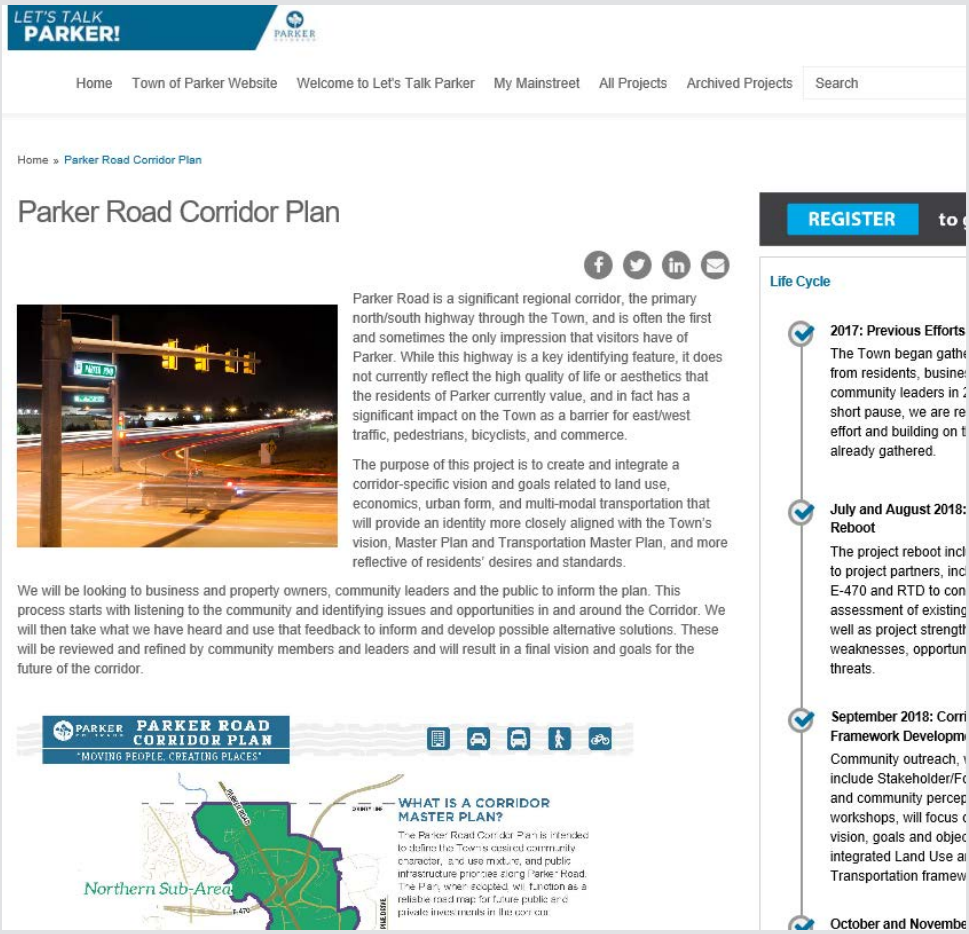
'Let's Talk Parker' is the Town's outreach website for community-wide conversations regarding important Town projects. The website engaged participants through an online survey, a map, an idea sounding board, and project documents.

The online survey had the highest number of responses with 194 contributions. The survey questions requested feedback for different alternatives at each key intersection, land use configurations, and landscaping preferences along Parker Road.

Some of the ideas collected from participants included:

- Make Parker Road more pedestrian friendly, with sidewalks provided on both east and west sides of the road;
- More streets work better than one bigger street;
- The potential future of public transportation; and
- Feedback that "An interchange at Lincoln Ave & Parker Road may be pricier but you'll have to do it in the long run, so do it now."

Let's Talk Parker is an online platform designed to make it easy for Parker residents to get involved, participate in community decisions, and provide ideas and feedback on a variety of topics affecting the community.



ONLINE CONVERSATION SUMMARY

2,228
AWARE USERS (VISITED A PROJECT PAGE)

900
INFORMED USERS (VIEWED OR DOWNLOADED DOCUMENTS OR PAGES)

194
ENGAGED USERS (PARTICIPATED IN SURVEYS, QUESTIONS, AND IDEAS)

05 | PLANNING COMMISSION AND TOWN COUNCIL

The planning process to develop the Plan was conducted in close coordination with Parker's Planning Commission and Town Council. Each member of the Planning Commission and Town Council participated in focus group sessions during the visioning phase. As solutions were being developed, public study sessions were scheduled with both the Planning Commission and Town Council to ensure concepts for the corridor were consistent with the expectations of the Town decision makers.

The Parker Road Corridor Plan translates the broad expectations of the Parker 2035 Master Plan, the Town's Transportation Master Plan, and CDOT's operational expectations, shared vision on regulatory recommendations and physical actions into a single shared vision between the Town and CDOT. The transportation components of the Corridor Plan will guide an update to the SH 83 Corridor Optimization Plan and the Parker Road Access Management Agreement between the Town and CDOT. The Land Use and Economic Component will provide guidance on updates to the *2035 Parker Master Plan* and *Mainstreet Master Plan*.

The Parker Road Corridor Plan serves as the basis for:

- Updating the Parker Road Access Management Plan IGA between CDOT and the Town;
- Adopting revised Town design guidelines;
- Informing the Modernization of Land Development Ordinance;
- Identifying any potential zoning changes in the corridor;
- Documenting the Town's and CDOT's transportation priorities for the corridor;
- Prioritizing the Town's capital improvement project (CIP) requests within the corridor;
- Identifying public dedication requirements from private developers; and
- Revising the SH 83 Corridor Optimization Plan and Parker Road Access Management Plan.
- Update the Parker 2035 Master Plan

Figure 2-3
Corridor Plan Process Chart

03

THE
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CORRIDOR YESTERDAY, ODAY, AND TOMORROW

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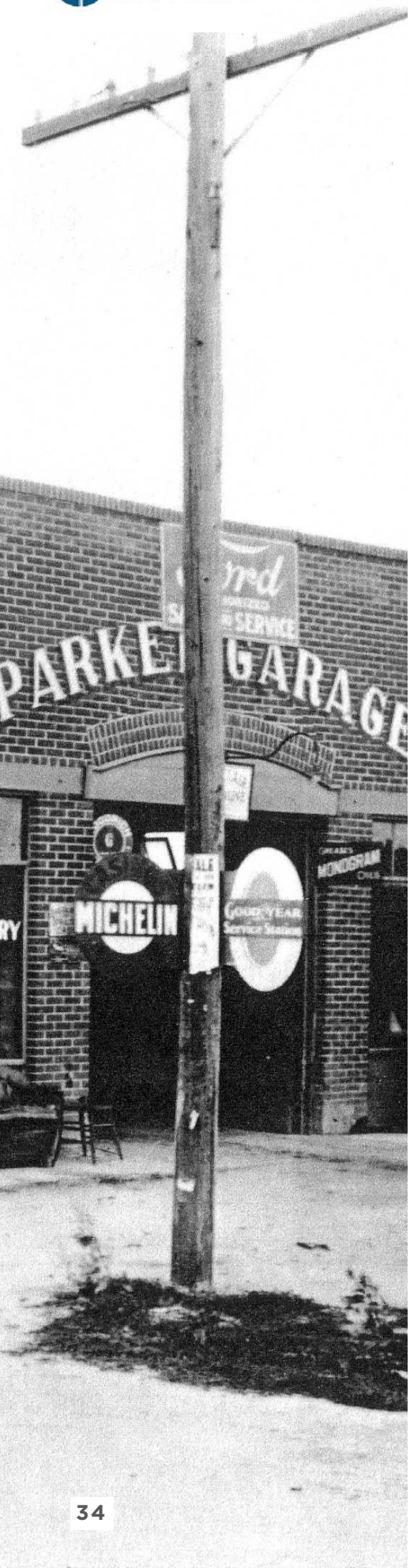
The Parker Road Corridor's built-environment, community character, mixture of land uses, circulation patterns, and economic performance are influenced, both positively and negatively, by several variables. This existing condition assessment reviews the history of the corridor and the many variables influencing the corridor.



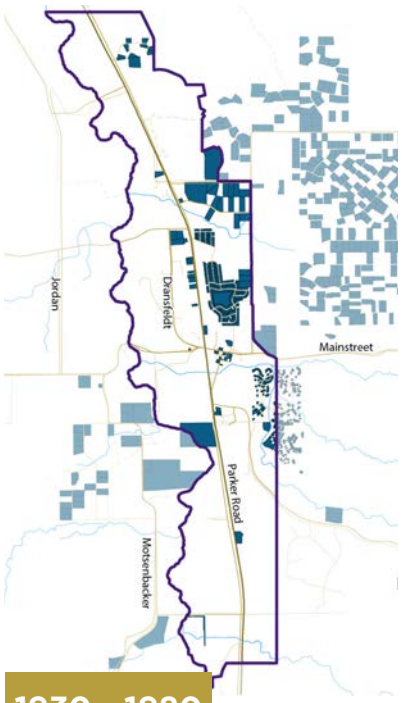
01 | HISTORY AND EVOLUTION OF THE CORRIDOR

Agricultural settlers first established Pine Grove (Parker) as a key way station "Twenty miles" from Denver in the 1860s. The Town's community character, land use pattern, and transportation investments continue to be influenced by the operation and design of Parker Road, which had emerged from the Cherokee Trail running parallel to Cherry Creek where traders, frontiersmen, and gold seekers elevated the importance of the route.

1860 - 1930

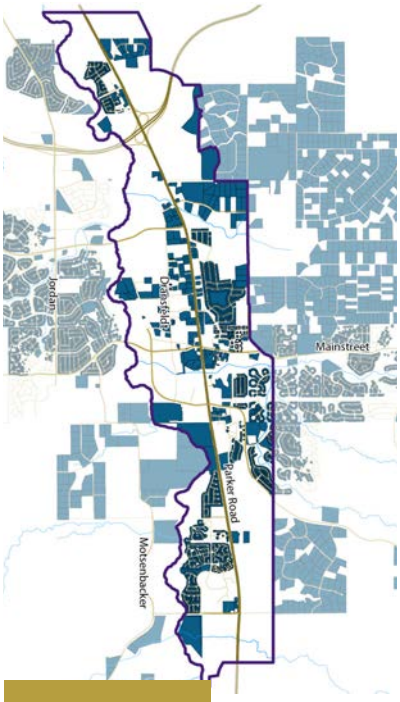
The maps on these pages illustrate how transportation investments have influenced the evolution of the Town of Parker between the 1860s and today.

The community's shift from an agrarian settlement to a bedroom community serving Denver started when Parker Road was first paved in the 1930s. Between the 1930s and 1980s, rural homes were built on large lots east of Parker Road along with a few larger residential subdivisions accessed by Parker Road. Local and regional travel patterns were mostly north-south in orientation and concentrated on Parker Road. Early commercial areas along Parker Road emerged in the 1960s and 1970s in response to the area's growing population and their travel patterns.

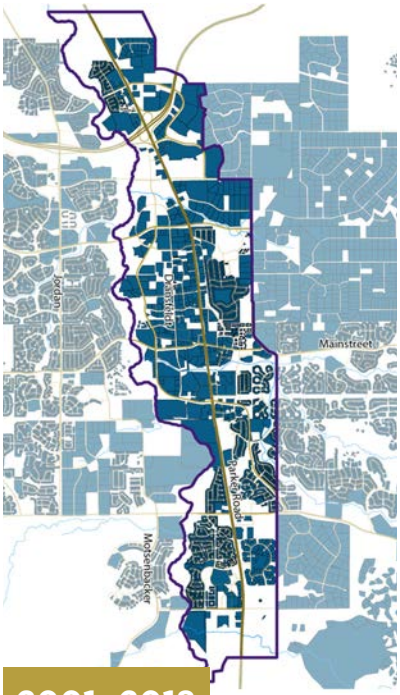


1930 - 1980

The 20 Mile House was built in 1864. It was a place to service the Smoky Hill and Cherokee trails as well as numerous freighters hauling wood into Denver. The 20 Mile House (so named because it was 20 miles from Denver).



1981 - 2000



2001- 2018

Figure 3-1 History of the Corridor

Study Area Boundary

Public Streets

Developed Parcels

While the Town incorporated in 1981, it was the extension of Lincoln Avenue in the 1980s that changed the travel patterns of the corridor. With the Lincoln Avenue extension, residential subdivision development increased significantly, providing homes for the growing employment centers emerging along I-25. Local travel patterns shifted to more of an east-west orientation and new commercial areas emerged in the 1980s.

These commercial developments were concentrated near the intersections of Parker Road and the east-west roadways of Lincoln Avenue and Mainstreet. Local-serving employment and warehousing activity also began to develop immediately west of Parker Road. Parker Road remained as the Town's only regional north-south corridor.

E-470's connection to I-25 in 1991 and Parker Road's expansion to six lanes contributed to the Town's continued rapid growth. Large-format retail has thrived at the expense of the older retail areas at and between the Lincoln Avenue and Mainstreet intersections of Parker Road.

The Town has increased from one square mile at incorporation to 22.2 square miles and population has increased from less than 300 to more than 55,000. Through this growth, complete north-south parallel and alternate corridors have not emerged and Parker Road continues to serve as the Town's only regional north-south corridor.

Parker today is a small town with a big heart, rooted in history and heritage.

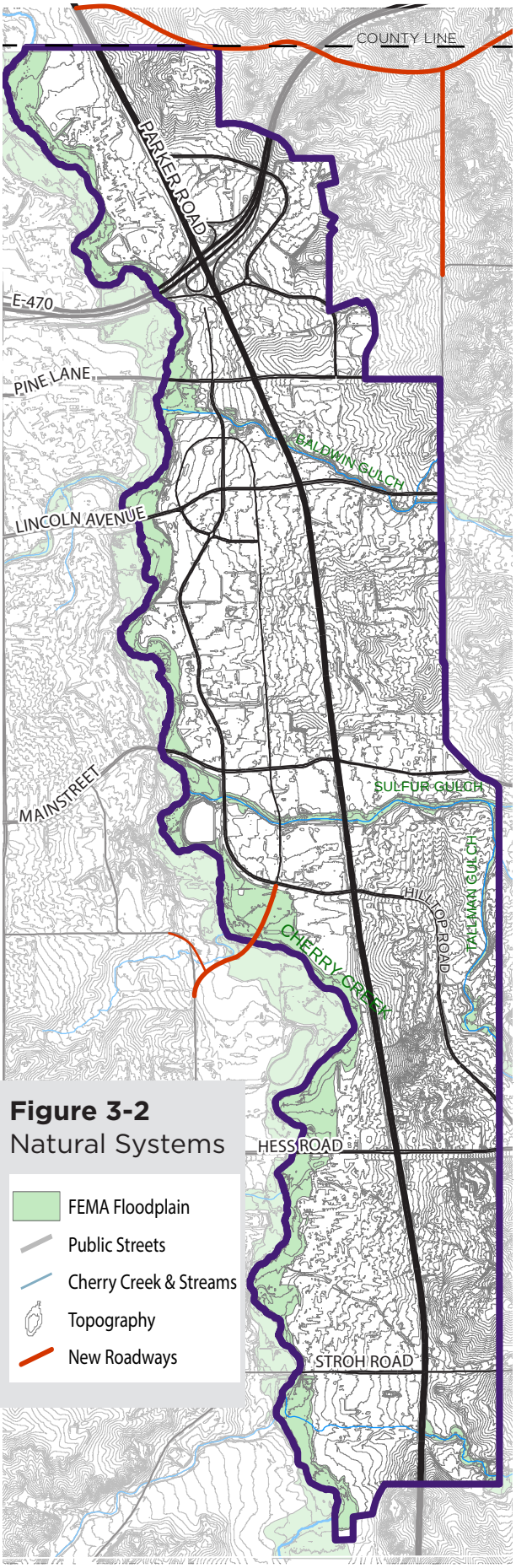


Figure 3-2
Natural Systems

02 | NATURAL SYSTEMS AND REGIONAL STREET NETWORK

Parker Road runs parallel to Cherry Creek within the rolling terrain of the Colorado High Plains. Together, the terrain and creek have shaped regional transportation investments and development patterns in the corridor.

The terrain, though beautiful, creates challenges for land development, building orientation, and walkability along Parker Road. Generally, the land east of Parker Road is at a higher elevation, and buildings on the west side of Parker Road sit below the highway. The topography of the corridor is not a barrier to development; however, depending on the size of a building's footprint, and required parking, site grading can create visibility and accessibility challenges for businesses.

Cherry Creek and its 100-year floodplain is a key factor influencing traffic operations and retail opportunities in the corridor. Together, they create a sizable barrier to travel in Parker. It wasn't until the late 1970s that Lincoln Avenue was connected west over Cherry Creek to I-25. Subsequently, Pine Lane, E-470, Hess Road, Mainstreet (to RidgeGate Parkway), Cottonwood Drive, and Stroh Road have all provided additional east-west connections across Cherry Creek.

The limited number of creek crossings concentrate east-west travel to a few congested intersections. Similarly, E-470 limits north-south street connectivity in the corridor, concentrating traffic along Parker Road. Additional parallel north-south connections over Cherry Creek and across E-470 are needed to better distribute traffic throughout the town, rather than concentrating traffic on Parker Road.

Key Takeaways

- **Cherry Creek has historically limited the development of east-west travel corridors in Parker, concentrating traffic on fewer roads.**
- **As east-west corridors (over Cherry Creek) have been built, travel patterns in the corridor have shifted, negatively impacting business in older commercial developments.**
- **Cherry Creek's meandering and E-470 limit the development of north-south corridors.**

Considerations

- **Dransfeldt Road should be extended south over Cherry Creek to Motsenbocker Road to help north-south travel.**

Rolling terrain creates challenges for access and visibility of large development.

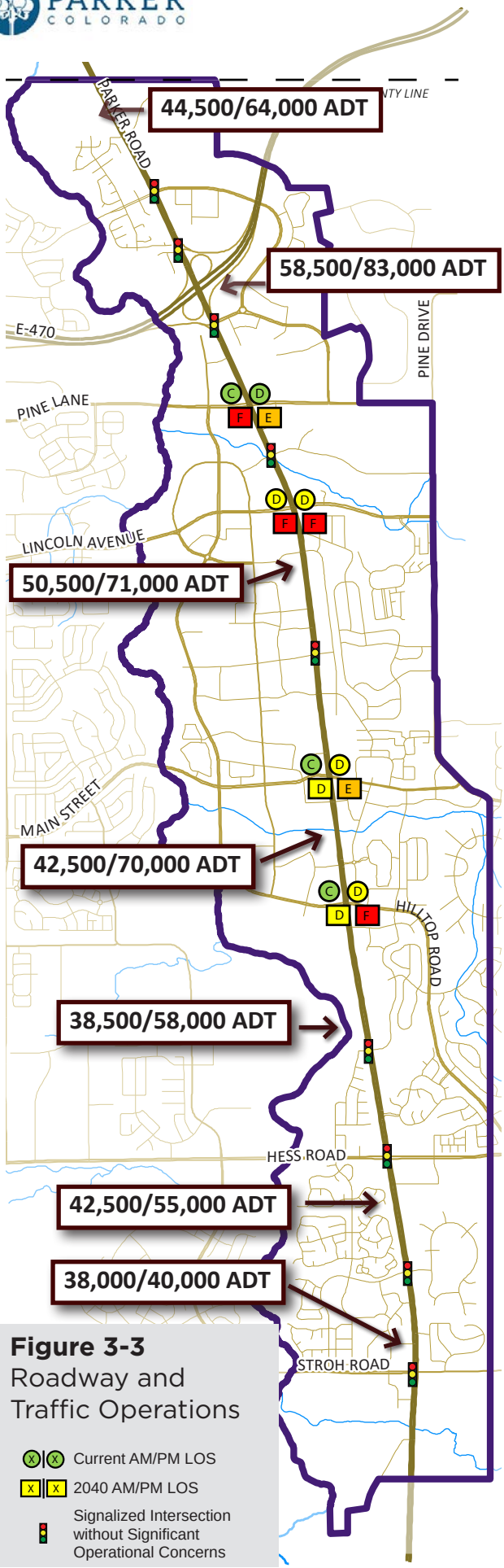


Figure 3-3
Roadway and Traffic Operations

03 | ROADWAYS AND TRAFFIC OPERATIONS

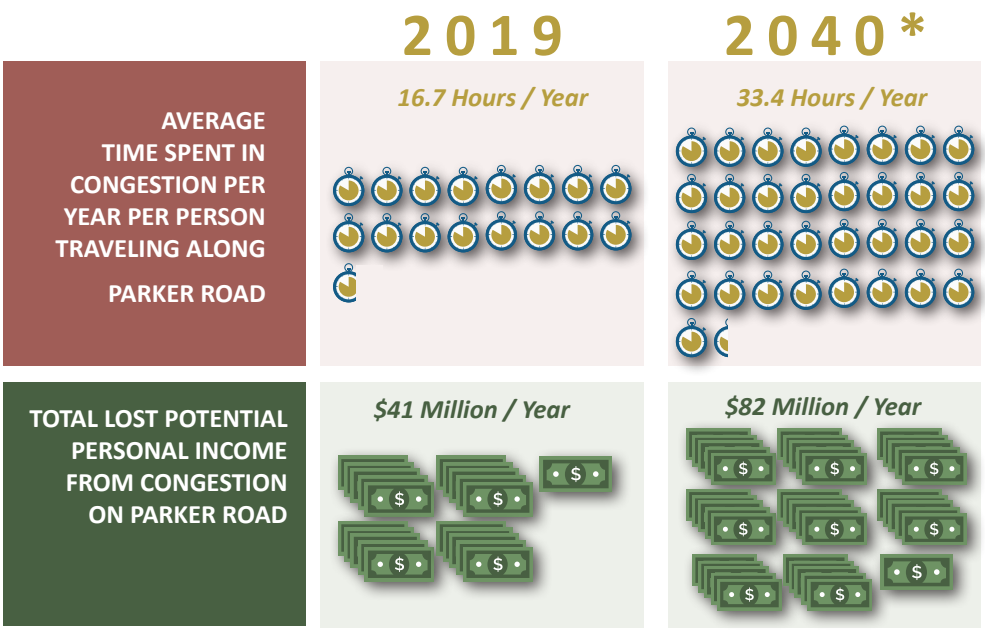
Parker Road extends 6.5 miles through the Town of Parker. Today, the highway maintains nearly 60,000 average daily traffic (ADT) near E-470 and 35,000 ADT at the southern end of the corridor. By 2040, the corridor is expected to maintain over 80,000 ADT near E-470 and 40,000 ADT at the south end of the corridor. There are 13 signalized intersections along Parker Road, two of which are tied to the grade-separated interchange with E-470. The state maintains a 45 miles per hour (mph) speed limit along the northern portion of the corridor and 55 mph to the south. The right-of-way ranges from 140' to more than 250' wide.

An existing and 2040 future capacity analysis was performed on the corridor's existing configuration during the weekday morning and afternoon peak hours. Level of Service (LOS) is a qualitative term describing operating conditions a driver will experience while traveling on a street or highway during a specific time interval. It ranges from A (very little vehicle delays) to F (long delays and congestion).

For intersections and roadways in the study area, standard traffic engineering practice identifies overall LOS D for signalized intersections and LOS E for movements and approaches of unsignalized intersections as threshold for acceptable operations. The complete traffic analysis of the corridor is documented in the appendix of this report.

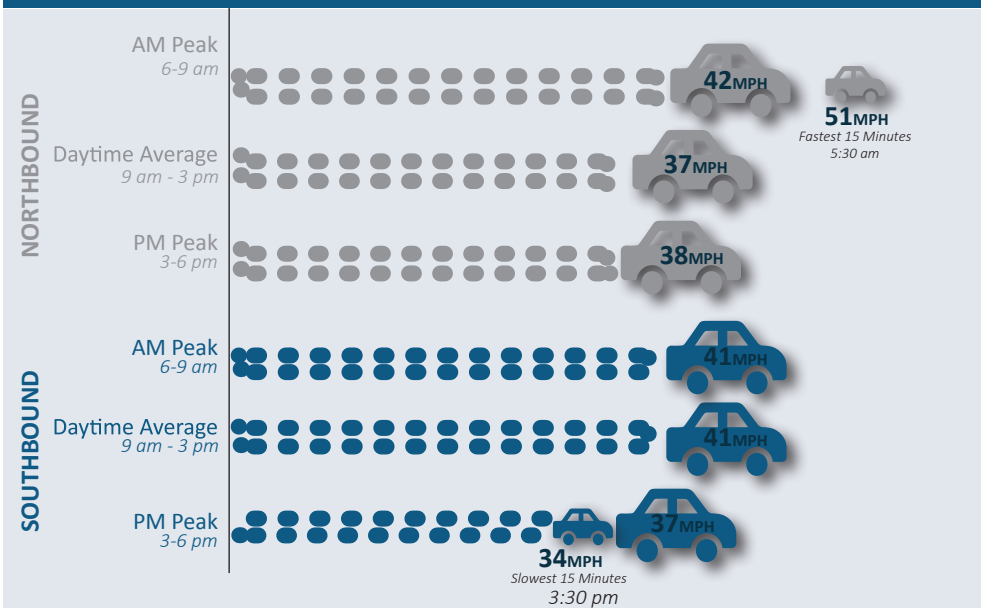
The analysis shows how the limited regional roadway connectivity concentrates traffic at four key signalized intersections along Parker Road which operate acceptably today and under an LOS D by 2040: Pine Lane, Lincoln Avenue, Mainstreet, and Twenty Mile. Future delays at these intersections could cause vehicle delay to double from current operations.

A travel time analysis of the corridor using Streetlight data during a three-day period in October 2018 showed a variance of approximately four minutes between the fastest and slowest travels times for northbound traffic and five minute difference for southbound traffic. Future traffic operations show the delays in the corridor could double.



* - If there is no improvement to Parker Road

AVERAGE SPEEDS ALONG THE CORRIDOR



Key Takeaways

- Parker Road intersections expected to operate below an LOS D by 2040 include: Pine Lane, Lincoln Avenue, Mainstreet, and Twenty Mile Road.
- Corridor travel times are expected to double in the next 20 years if no action is taken to address congestion at these four intersections.
- Additional connectivity is needed to lessen the burden on Parker Road and better distribute traffic

Considerations

- Intersections improvements should be leveraged to also address pedestrian and bicycle mobility comfort and economic development opportunities.

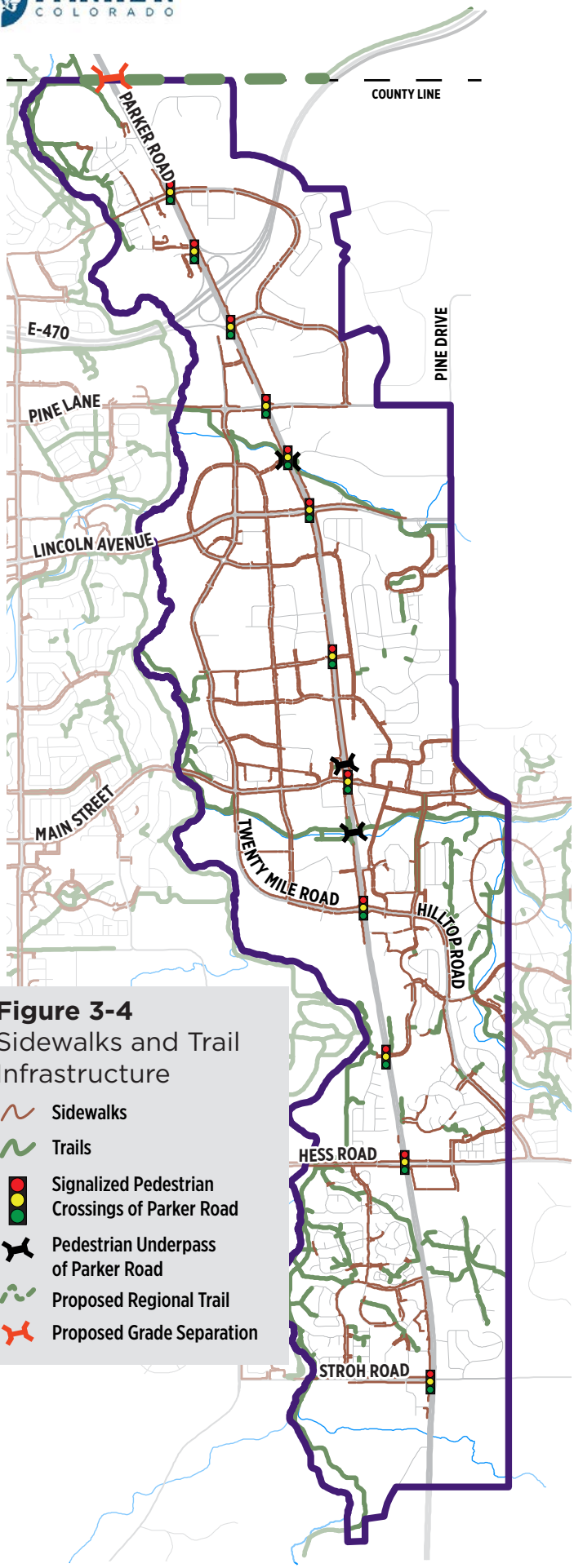


Figure 3-4
Sidewalks and Trail Infrastructure

- Sidewalks
- Trails
- Signalized Pedestrian Crossings of Parker Road
- Pedestrian Underpass of Parker Road
- Proposed Regional Trail
- Proposed Grade Separation

04 | SIDEWALKS AND TRAIL INFRASTRUCTURE

A balanced transportation system is dependent on walking as the single transportation mode that begins each trip, links different modes of transportation, and completes each trip.

SIDEWALKS AND CROSSWALKS

Implementation of sidewalks in Parker generally come from two forms: public and private investments. Much of the corridor's public investments occurred in the early 1990s, before sidewalks were required by the Town and CDOT. Sidewalks investment also occurs incrementally as a requirement of new development. The gaps in the corridor's sidewalk network reflect the lack of recent public and private investments. The Town is currently adding sidewalks systematically along Parker Road as funding becomes available. Sidewalk coverage on the corridor is as follows:

- West Side: 55%
- East Side: 38%
- Portion without a sidewalk on either side: 30%

Each of the signalized intersections on Parker Road has crosswalk markings and signal phases allowing for pedestrian crossing of Road and the cross-street. In addition, there are three bicycle/pedestrian underpasses and one proposed overpass cross Parker Road at the northern boundary of town:

- Sulphur Gulch
- O'Brien Park (Kieffer's Crossing)
- Ponderosa Drive
- High Plains Trail (proposed)

BICYCLE AND TRAIL NETWORK

The Cherry Creek Trail is a continuous regional recreational amenity that runs north/south along the western study area boundary. Several quality east-west sidewalks and trails connect to the Cherry Creek Trail and cross Parker Road at either signalized intersections or grade-separated crossings, creating a solid network. However, Parker Road, unlike Cherry Creek, directly serves the commercial areas of Town. While Parker Road is planned to have 10-foot trails on both sides of the highway, the system is currently incomplete.

Key Takeaways

- Several developments occurred prior to the Town's incorporation when sidewalks were not required, creating gaps in the network.
- The Cherry Creek Trail is the only north/south trail of significant length in the corridor; however, it does not directly serve the commercial areas of Parker.
- There is no grade-separated crossing of Parker Road south of Twenty Mile Road to connect existing neighborhoods.

Considerations

- Continue to build sidewalk and trail connectivity through partnerships with private development and systematic public investments.
- Connect the east side of Parker Road to Railbender Park and Cherry Creek by providing sidewalks on both sides of Plaza Drive.
- Continue to develop trail network on both sides of Parker Road to provide safe bicycle and pedestrian access into the core of Parker.
- Make the connection to the High Plains Trail and construct its proposed overpass.
- Consider adding a grade-separated trail crossing of Parker Road between Twent y Mile Road and Pine Drive / Indian Pipe Lane.
- Improve the comfort level of pedestrian and bicycle crossings of Parker Road intersections.

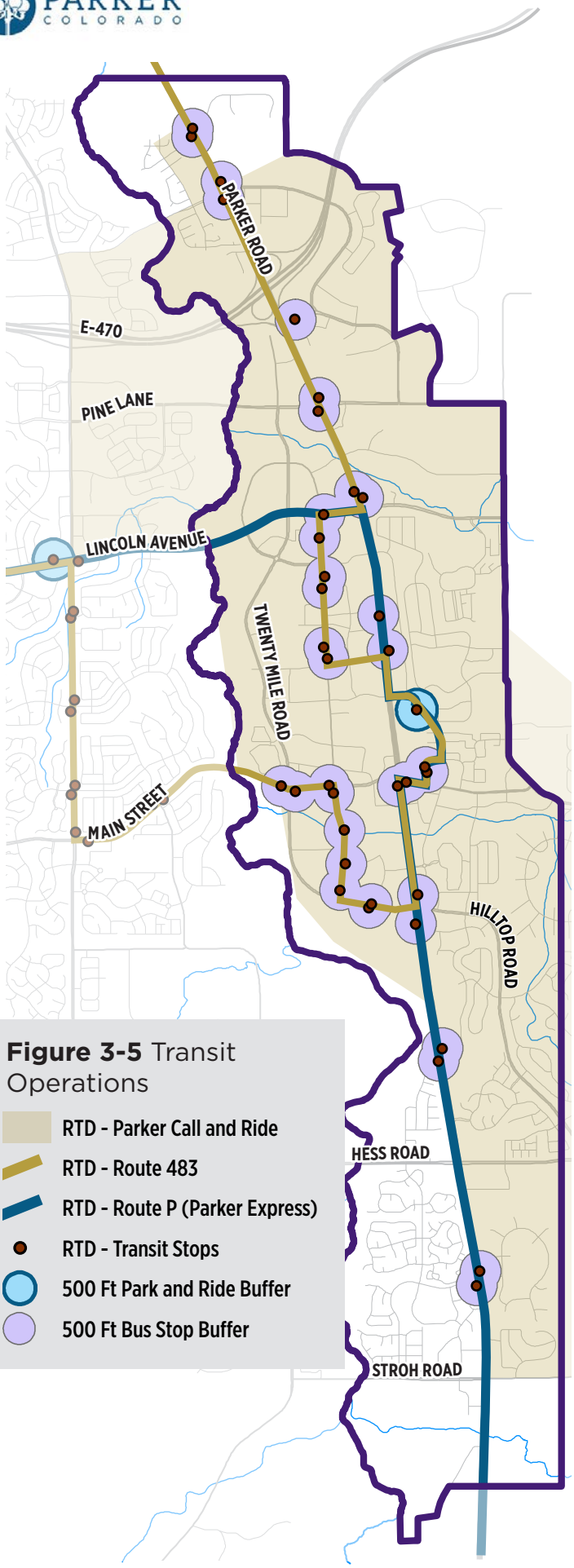


Figure 3-5 Transit Operations

- RTD - Parker Call and Ride
- RTD - Route 483
- RTD - Route P (Parker Express)
- RTD - Transit Stops
- 500 Ft Park and Ride Buffer
- 500 Ft Bus Stop Buffer

05 | TRANSIT OPERATIONS

The Regional Transportation District (RTD) provides public transit in the Town of Parker. Currently, RTD provides two dedicated routes, the 483 and the "P" Express, along with an on-demand call-n-ride service for irregular trips. The fixed routes serve approximately 10% of the corridor for pedestrians accessing the system.

ROUTE 483

The route extends from the Nine Mile light rail station north of Parker to the Lincoln Light Rail Station west of town. It currently operates between 4:30am - 8:30pm Monday through Friday. The frequency of bus stops ranges from one-hour headways throughout the day to every 30 minutes during the morning and evening rush hours.

ROUTE P

The Parker/Denver Express Route provides service to Parker Road and Lincoln Avenue. This regional route stops at both Park-n-Ride stations in town. Service connects Parker to Downtown Denver via E-470 and I-25. The service is directional, operating northbound between 4:30am - 8:30am and southbound 3:00pm - 7:00pm, Monday through Friday. Frequency fluctuates from running every 10 minutes during the peak hours to running hourly throughout the rest of the day.

PARK-N-RIDES

The Parker area is served by three Park-n-Rides:

The Parker Park-n-Ride at Longs Way/Parker Road has 173 spaces and was reported to be 69% full according to the latest RTD figures. Both Route P and Route 483 have stops at the Parker Park-n-Ride.

The Pinery Park-n-Ride at North Pinery Parkway/ Parker Road has 79 spaces and was reported to be 33% full. It serves the Route P buses only.

The Lincoln and Jordan Park-n-Ride at Jordan Road/Lincoln Avenue has 102 spaces and is 96% utilized. It serves Route P and Route 483.

FLEX-RIDE

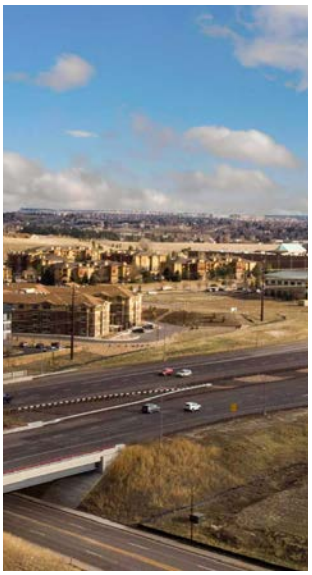
This limited service area covers 65% of the study area and operates on a first-call, first-serve basis from 5:30am - 6:00pm, Monday through Friday.

Key Takeaways

- RTD's fixed routes' minimal coverage, hours of service, and low frequency service minimize their effectiveness in providing a viable mobility partner to the Parker Road Corridor.
- Hours of operation serve a traditional commuter's needs, but the hours do not reflect the needs of Parker's retail, restaurant, and entertainment employees and patrons. According to stakeholders, the price of housing and infrequent transit service has created a shortage of service-industry employees, putting them at a competitive disadvantage.
- The combination of lower-density development, incomplete sidewalks, and infrequent service challenge the effectiveness of transit.
- Only five northbound and six southbound buses service Parker south of Twenty Mile Road daily.
- Many of the Town's bus stops include amenities such as covered transit shelters, benches, and some bus pull-outs.

Considerations

- The Town could convene local service-industry employers to verify concerns about low-wage employee shortages to ensure Parker's employers can stay competitive with the region.
- Long-term improvements to the pedestrian environment and redevelopment of older suburban shopping centers with increased densities would better position the corridor for improved transit frequencies and coverage in the future.
- Create amenities at all bus stops.



06 | LAND USES AND COMMUNITY CHARACTER

The Parker Road Corridor is approximately 5,000 acres in size, with nearly 80% of the study area located in the Town and 20% located within unincorporated Douglas County. The land use pattern, physical character, and architecture of the corridor is suburban in character with newer development in the northern and southern portions of the corridor and aging development in the center of the corridor. Seven generalized land uses operate in the corridor:

PARKS AND OPEN SPACES (24.7%)

These uses represent highly valued natural and recreational amenities which serve both the Town of Parker and the region. Located primarily on the west side of the study area along Cherry Creek.

COMMERCIAL LAND USES (18.6%)

Older commercial investments are generally concentrated between Lincoln Avenue and Sulphur Gulch, along the west side of Parker Road. Large-format retail is located along Cottonwood Drive in the north and concentrated at Twenty Mile Road and Parker Road. More traditional commercial neighborhood centers are in nodes at the Hess Road and Stroh Road intersections to the south.

RESIDENTIAL USES (24.8%)

These land uses include single-family detached homes concentrated in the southern portion of the corridor, while multifamily attached developments are peppered in the central and northern portions

UNDEVELOPED LAND (19.2%)

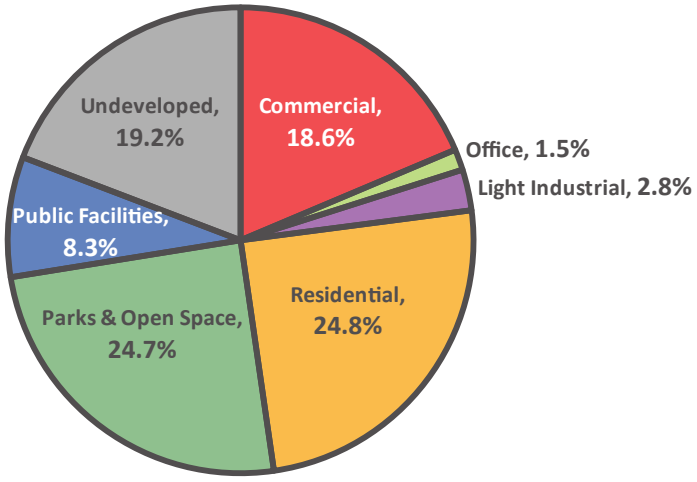
These uses are concentrated in the northern and southern portions of the corridor. The central Subarea is largely built out.

Most of the commercial land uses in the corridor, except Downtown, are suburban automotive-oriented in their site arrangement and design. Buildings are generally separated from streets with parking and varying degrees of landscape between the buildings and roadways. The intensity of development is

generally one story with an occasional two-story and rare three-story building. Architectural treatments on these buildings are less accentuated and designed to be seen in cars moving above 30 mph.

Most development north of Parkglenn Way and South of Twenty Mile Road is newer and consistent with the 2035 Master Plan's community vision and land use policies and the Town's Commercial, Industrial, and Multi-Family Residential Design Standards.

However, several properties within the central portion of the corridor, primarily west of Parker Road, were developed prior to the Town adopting design standards in 1999. A few properties in the Central Sub-Area were developed before the Town was incorporated in 1981. Many of these parcels are smaller in size with disjointed site plans. Also, they have little or no physical or economic relationship to their adjoining properties within the light industrial area or the public right-of-way within the Subarea.



Parker Road Corridor Land Use Mix

Key Takeaways

- **Existing land uses in the corridor are suburban in character with new investments, and vacant land on larger parcels located in the Northern and Southern Subareas, as opposed to the central subarea of the corridor where the land uses are older and largely built out on smaller parcels.**
- **A mix of non-employment land uses exists within the light industrial district.**
- **Few if any buildings within the Central Subarea relate to their fronting streets and adjoining properties.**

Considerations

- **Modify zoning within the Central Subarea to concentrate commercial- and service-related land uses east of Dransfeldt Road and encourage commercial nodes along Parker Road. Encourage employment-based land uses to the mid-block areas and west of Dransfeldt Road.**
- **Update the commercial and industrial design standards and guidelines to better align buildings to fronting streets, adjoining buildings, and local circulation requirements.**

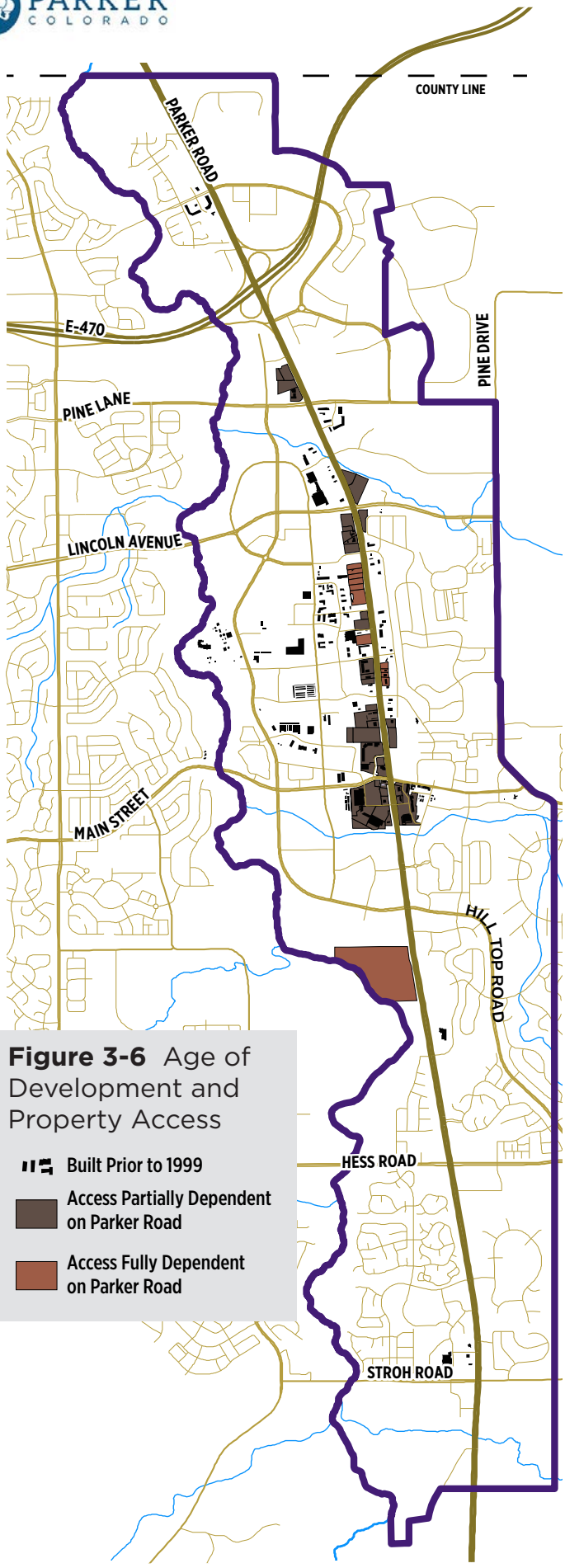


Figure 3-6 Age of Development and Property Access

- Built Prior to 1999
- Access Partially Dependent on Parker Road
- Access Fully Dependent on Parker Road

07 | AGE OF DEVELOPMENT AND PROPERTY ACCESS

Older retail buildings are less competitive than newer structures. Additionally, many of the older properties (built before 1990) were approved prior to the highway being widened to six lanes and allowed access to Parker Road. The older properties with retail format and vehicle access challenges are concentrated in the central portion of the corridor.

Access is a critical component of a property's success. However, access must be balanced with safety and efficiency. Customers will not visit a property if it is perceived as unsafe or too time consuming to access.

The Town, Douglas County, and CDOT updated the corridor's access requirements in 2004, which limit access to the highway. Today, properties north of Lincoln Avenue and south of Twenty Mile Road function well with more controlled alternative access to Parker Road. Conversely, properties with only Parker Road access concentrated in the central portion of the corridor are struggling.

Poor access control along Parker Road (implemented before 1990) places driveways too close to one another.

Newer development in the Parker Road Corridor consolidates driveways, making it safer for pedestrians, cyclists, and motorists.

Key Takeaways

- Properties with older development and vehicle access dependent on Parker Road are concentrated in the central Subarea of the corridor, and are typically challenged with poor access, site design, and internal vehicular circulation.
- Mobility on Parker Road through these older sections may be limited until redevelopment occurs, or the Town proactively modifies the access.

Considerations

- New cross access easements and public streets within the central Subarea would improve the mobility of Parker Road and reposition properties for successful redevelopment.

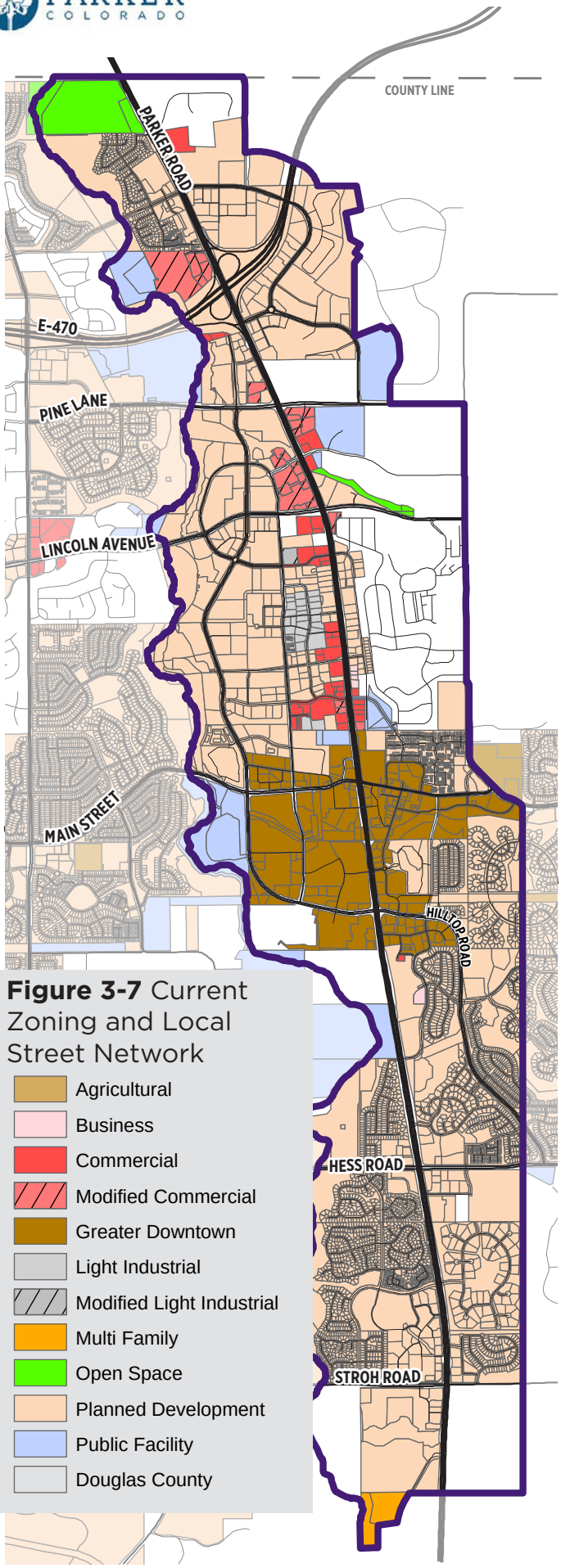


Figure 3-7 Current Zoning and Local Street Network

08 | CURRENT ZONING AND LOCAL STREET NETWORK

Transportation investments and land development in Parker are regulated by Titles 10 - Streets, Sidewalks and Public Spaces and Title 13 - Land Development Ordinance of the Municipal Code. Together, these titles outline the specifications of the Town's streets, sidewalks, and public spaces and land development requirements.

Of the twelve land use zone districts identified in the municipal code, ten are located within the corridor study area. Each zone district identifies the type of land use that can be developed. The two biggest districts in the corridor, the Greater Downtown District and Planned Development (PD) District, allow a variety of land uses.

The recently-adopted Mainstreet Master Plan specified "active uses on the ground floor of all development throughout Downtown," including Mainstreet west of Parker Road within portions of the Greater Downtown zone district. Accomplishing this will be challenging on Mainstreet west of Parker Road, given the size of the roadway and its lack of on-street parking.

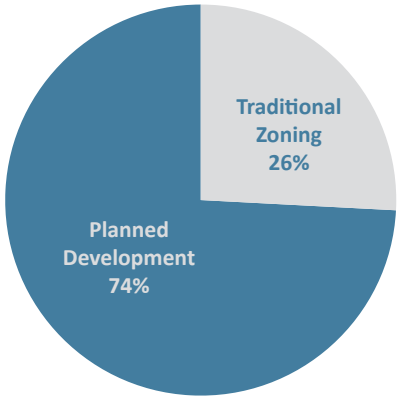
The intent of the PD zone district is "to accommodate innovative approaches to residential, recreational, commercial, and industrial land uses." Seventy-four percent of the Town's incorporated property within the corridor is in a PD district and governed by a PD Guide.

PDs are an effective tool that can provide some development flexibility and creativity–which is positive. However, over time, having too many PDs can be detrimental as each individual PD within the Parker Road Corridor has been customized, creating inconsistencies and challenges regarding allowed land uses, site design, and circulation and building orientation. The existing public right-of-way street hierarchy, street layout, and street design within the corridor are guided by a combination of requirements within ***Title 10 of the Municipal Code; Parker's Roadway Design and Construction Criteria Manual; the Parker 2035 Master Plan; the Town's Transportation Master Plan; Commercial, Industrial, and Multifamily Residential Design Standards; and the five Greater Downtown Sub-Areas' Standards and Guidelines for Development***. The resulting street network from these regulations establish a physical framework for the Town's zoning requirements to orient new land development.

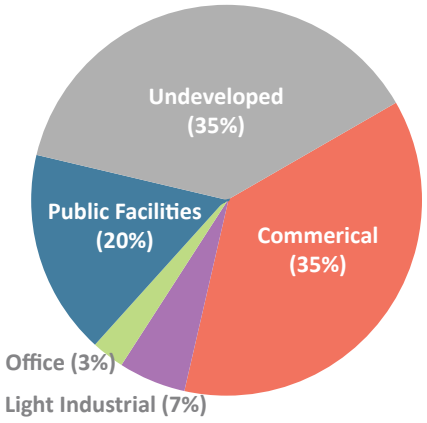
With the exception of the Greater Downtown District, the street network and corresponding block structure needs to be reoriented consistent

with the vision established in the Town's 2035 Master Plan. The Town's street classifications and design guidelines provide appropriate guidance for local street designation and design; however, they do not identify a desired block structure for commercial and industrial developments.

Redevelopments within a PD zone district are more challenged than new (greenfield) developments. Development issues and new development concerns are quite different than those of an infill project. Often, redevelopment initiatives attempt to introduce newer development concepts which respond to the latest trends in development. Title 13, the Land Development Ordinance of the Parker Municipal Code, makes amending a PD cumbersome and challenging to the private development community because the original terms of the PD were often negotiated to outdated planning and design standards.



Town Zoning in Corridor



Non-Residential Zoning in the Corridor

Key Takeaways

- The Town's regulatory street framework for commercial and industrial areas outside of the Greater Downtown District do not establish locational standards for local streets, nor do they establish coherent block structures to orient future land development.
- While PD zoning provides development flexibility for individual properties, over time customized PD Districts create several challenges:
  - They allow land uses potentially inconsistent with the 2035 Master Plan
  - Commercial and industrial design requirements focus site plans on compatibility with adjacent development, not necessarily a corridor-wide plan
  - Cumbersome PD amendments or rezoning process is required for different developments
  - The Town's existing single-use zone districts are outdated

Considerations

- The Town's regulatory street framework requirements should be updated to include locational requirements of local streets and public easements.
- The number of PDs within the Parker Road Corridor should be reduced to ensure compatible land uses better align with the vision of the 2035 Master Plan.
- The Town's Commercial and Industrial Developments Design Standards should be modernized with clearly-defined block structures and local circulation requirements.
- During the current Land Development Ordinance Modernization project, the Town should consider improving the PD process and procedures as well as updating and expanding the zoning districts in Parker to help reduce the reliance on PDs.

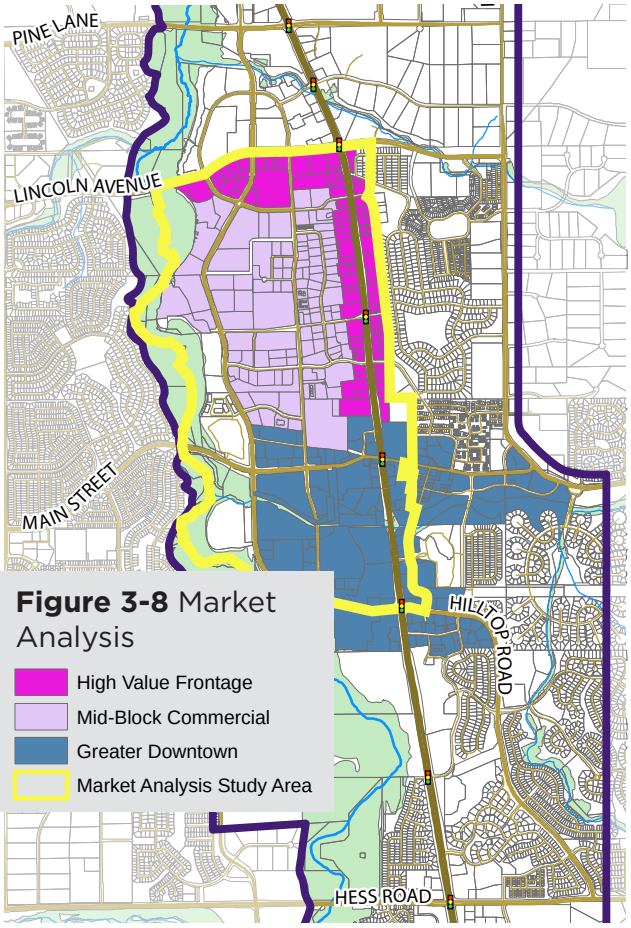


Figure 3-8 Market Analysis

- High Value Frontage
- Mid-Block Commercial
- Greater Downtown
- Market Analysis Study Area

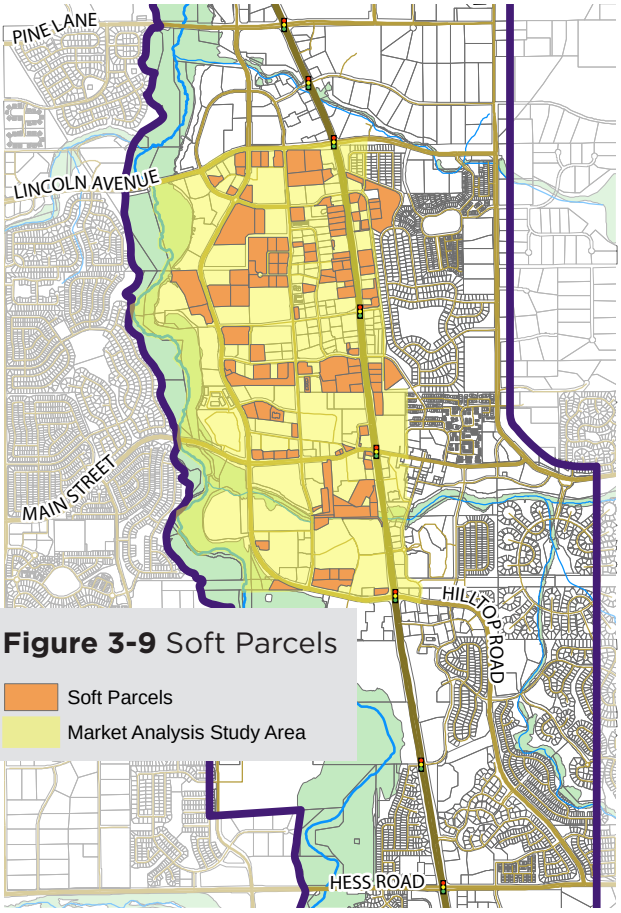


Figure 3-9 Soft Parcels

- Soft Parcels
- Market Analysis Study Area

09 | MARKET ANALYSIS

This summary of market conditions was generated from conclusions from Economic & Planning Systems (EPS) regarding market potentials for the Central Subarea of the Parker Road Corridor. The market analysis report was completed under a separate contract between EPS and Partnering for Parker's Progress (P3), the Town of Parker's Urban Renewal Authority. The market potential of the Northern and Southern Subareas were not included in the analysis as their land uses are generally more stable and less likely to change when compared to the Central Subarea.

OFFICE INDUSTRIAL

Vacancy rates are low at 5.2 percent in Parker and 2.8 percent in the Central Subarea, which are largely indicative of demand for new office space. However, the Parker office market is largely comprised of small professional, medical, and business service firms requiring less than 5,000 square feet of space on average.

Developers find it challenging to pre-lease 30 to 50 percent of a building to obtain construction financing. Additionally, current rent levels average $20 per square foot, which is below the level needed to support new construction.

INDUSTRIAL

Retail tenants are also locating in the industrial/flex projects in the Central Subarea. These properties are attracting home improvement retail businesses, personal services commercial uses (e.g., salons and fitness), and other local retail businesses that find the lease rates and location preferable to traditional retail shopping centers on Parker Road. An example is Dransfeldt Business Park, a 30,000-square-foot industrial/flex project that has leased its street-facing building to a cabinet store, furniture store, kickboxing studio, and comic book store at lease rates between $16 and $18 per square foot

Currently, strong demand for exists industrial/flex space in the Central Subarea. This product can accommodate a range of different uses, including manufacturing, research and development (R&D), retail, and office uses. The cheaper construction costs as well as the more diversified pool of tenants means that developers are more willing to build flexible buildings, compared to, for example, traditional retail. The cheaper construction also keeps rents lower for tenants.

RETAIL

The Central Subarea is an important retail cluster for Parker, accounting for just under 50 percent of Parker's total inventory. However, the Subarea has grown more slowly since 2010. The central Subarea has grown at a rate of 0.2%, gaining approximately 30,400 square feet of retail space since 2010.

The lack of growth likely reflects the fact that the most desirable locations for retail development at major Parker Road intersections are developed. Rents in the Subarea have also grown at a slower rate than the Town at an average of 4% per year. Lower rents and growth rates likely reflect the fact that much of the space in the Subarea is somewhat older than average.

Retail vacancy rates in the Central Subarea have dropped from 7.8% to 2.6% between 2005 and 2010. Retail vacancy rates between 5 to 10% are generally suggestive of a healthy market. Vacancy rates below 5% suggest that additional space would be supportable from a market perspective.

The Central Subarea plays an important role as one of the only large-scale commercial districts in Parker. The Subarea functions as three distinct areas serving different market needs, as depicted in Figure 3-13.

HIGH VALUE FRONTAGE

Areas along Parker Road and Lincoln Avenue provide high-value corners and frontage for retail and other spaces that benefit from visibility, traffic flow, and proximity to residential populations, including services, medical space, and medical offices. In the medium to long term, assemblage of smaller, underutilized parcels in this area may result in more significant redevelopment opportunities, including large-scale office.

MID-BLOCK COMMERCIAL

Areas not fronting Parker Road, in the "mid-block" of the Subarea, are less valuable for certain types of retail, which seek high visibility and accessibility. However, these mid-block areas provide an important opportunity for industrial/flex space and other types of boutique or specialty commercial spaces, which is in high demand.

GREATER DOWNTOWN

The Greater Downtown district presents an opportunity for more mixed-use development consistent with a downtown setting–especially along Mainstreet. Mixed-use development in this area can support other commercial uses, including office, retail, and restaurants.

Key Takeaways

- **Parker's office market is largely comprised of small professional, medical, and business service firms requiring less than 5,000 square feet of space on average.**
- **There is currently strong demand for industrial/flex space in the Central Subarea. This product can accommodate a range of different uses, including manufacturing, R&D, retail, and office uses.**
- **The lack of retail growth likely reflects the fact that the most desirable locations for retail development at major Parker Road intersections are developed.**

Considerations

- **The development of mixed-use projects is a viable strategy to building new office space.**
- **Flex space presents an opportunity to increase office and industrial space, as well as price-sensitive local retail and personal service businesses.**
- **As Parker's population continues to grow, so too will the demand and need for additional retail shopping centers. Demand will focus around high-value corner space along Parker Road near the Mainstreet and Lincoln Avenue intersections.**
- **New retail space is expected to be in more specialized products. There are opportunities for new specialty, dining, and entertainment retail in mixed-use projects along Mainstreet,**

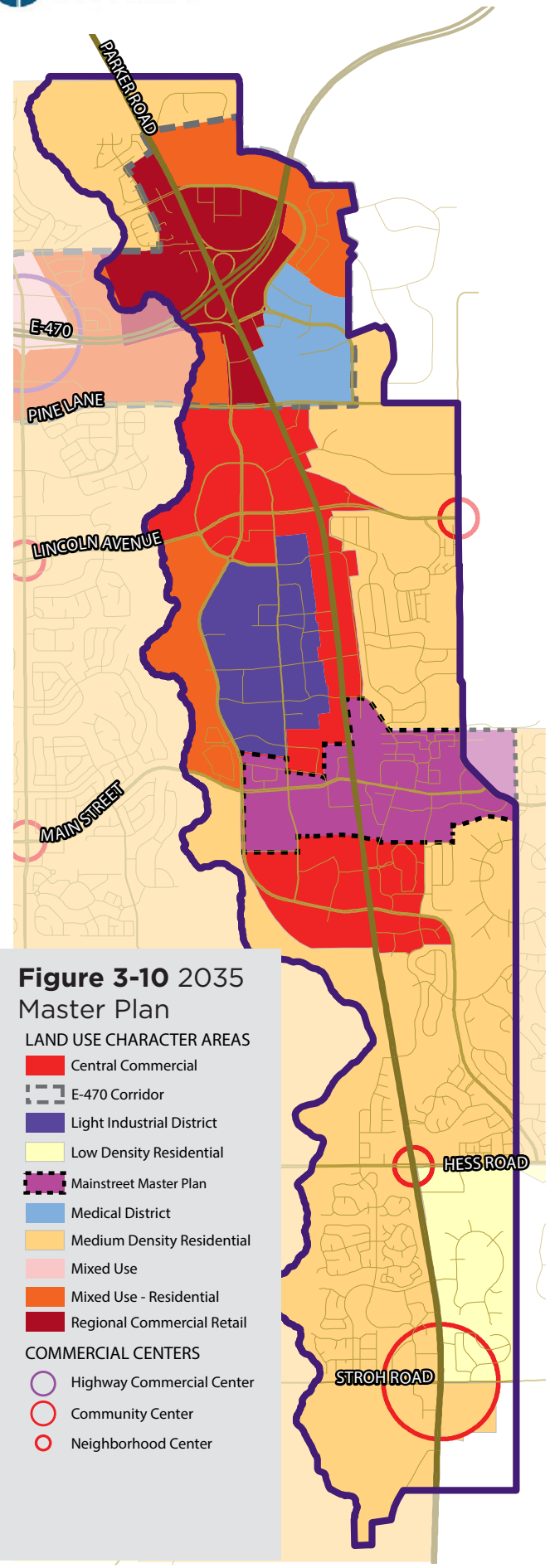


Figure 3-10 2035 Master Plan

LAND USE CHARACTER AREAS
- Central Commercial
- E-470 Corridor
- Light Industrial District
- Low Density Residential
- Mainstreet Master Plan
- Medical District
- Medium Density Residential
- Mixed Use
- Mixed Use - Residential
- Regional Commercial Retail

COMMERCIAL CENTERS
- Highway Commercial Center
- Community Center
- Neighborhood Center

10 | 2035 MASTER PLAN ALIGNMENT

The Parker 2035 Master Plan guides changes to the Town's physical, social, and economic environments, and provides a framework for decision-making. It does not zone land, but rather indicates categories of uses desired for future development. The Town strives to align its zoning and investment strategies with the Master Plan along with any future refinements that this Corridor Plan makes to the Master Plan.

The Master Plan uses 'Character Areas' to describe its desired built environment. An assessment of the character area's land uses and physical condition within the Parker Road corridor, along with the expectations of the Parker 2035 Master Plan are described below.

E-470 CORRIDOR

The location of the highway through Parker allows for adjacent higher-intensity land uses without significant impact to the Town. The existing land uses and physical conditions match the expectations within the Parker 2035 Master Plan.

MEDICAL DISTRICT

Uses include hospitals, medical offices, health care clinics, rehabilitation centers, hotels, and ancillary retail. The existing developed uses and physical conditions match the expectations within the Parker 2035 Master Plan.

MIXED USE

Higher-intensity uses are encouraged, including multi-family, senior housing, assisted-living facilities, office, retail and restaurants. Land uses and physical conditions match the expectations within ***2035 Master Plan.***

REGIONAL RETAIL DISTRICT

More intense retail including large-format retail (big box) and restaurant uses focus on serving both local and regional needs. The existing land uses and physical condition match the expectations within the Parker 2035 Master Plan east of Parker Road. However, the mixture of local uses west of parker Road include single-family residential.

EMPLOYMENT DISTRICT

Uses include professional, medical, and corporate offices; light industrial; flex office; and R&D facilities. Supporting uses should include personal services, convenience retail, child care, and restaurants. This character area is not located within the Parker Road corridor.

MIXED-USE RESIDENTIAL

With a residential emphasis, appropriate uses include high-density residential, senior, and assisted living facilities, and mixed-use developments that include a commercial component. Commercial uses are appropriate when they are part of a mixed-use development or provide support to adjoining uses. The existing land uses and physical conditions match the expectations within the ***Parker 2035 Master Plan.***

COMMUNITY COMMERCIAL CENTERS

Typical uses include retail and personal/business services and compatible small offices, recreational, and restaurants serving multiple neighborhoods. The existing developed uses and physical conditions match the expectations within the 2035 Master Plan.

NEIGHBORHOOD CENTERS

Neighborhood Centers should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Centers include convenient retail and personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices,recreational uses and restaurants are also permitted.

MAINSTREET MASTER PLAN AREA

The Mainstreet corridor should evolve to be pedestrian-friendly, supporting a vibrant and sustainable downtown. Development and redevelopment strategies for the Mainstreet corridor should encourage active pedestrian-oriented ground floor uses and character-rich architecture for buildings adjacent to Mainstreet. Office and residential uses occupy upper floors. A focus should be placed on creating walkable streetscapes and filling in gaps between existing buildings and increasing density and walkability of the area. The existing developed uses and physical condition match the expectations described in the 2035 Master Plan. The existing developed uses and physical condition west of Parker Road do not match the expectations described in the 2035 Master Plan. The roadway network and operations limit the possibilities of areas west of Parker Road developing to match the ***Parker 2035 Master Plan's*** expectations.

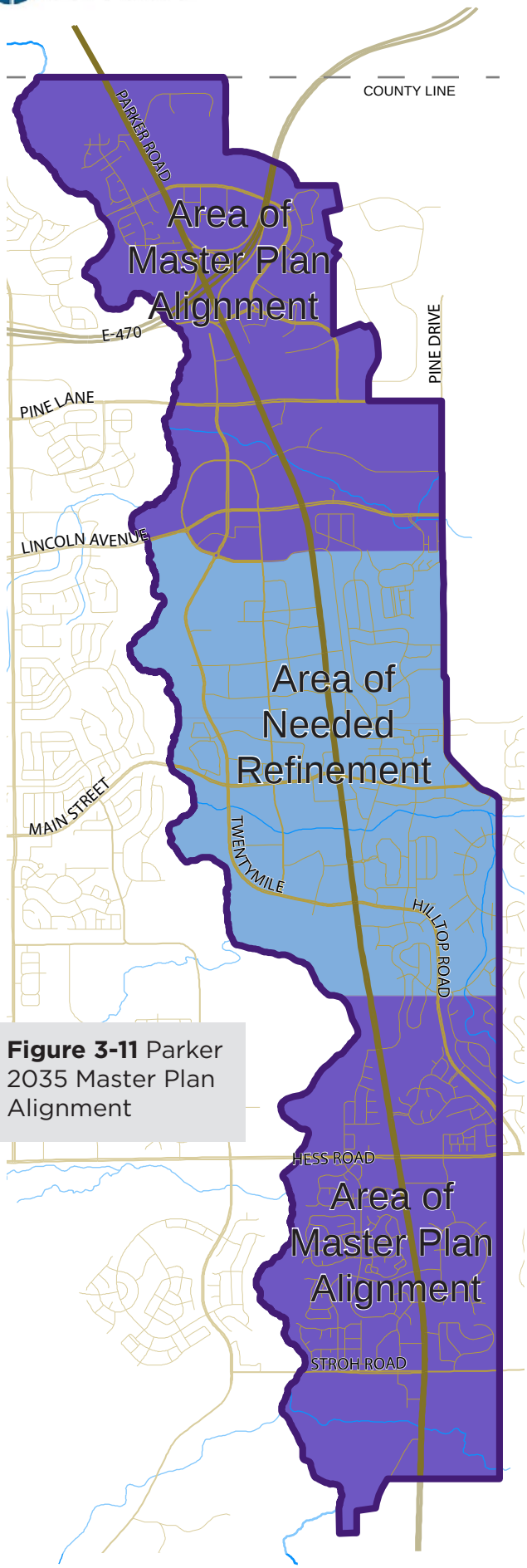


Figure 3-11 Parker 2035 Master Plan Alignment

11 | CONCLUSION

The existing land uses and physical character of the community reflect how transportation investments and zoning guide private investment. In comparing the corridor's built environment with the community's vision in the ***Parker 2035 Master Plan,*** three distinct subareas emerged (north, central, and south), each requiring varying levels of refinement to current transportation strategies and regulatory tools.

In general, the physical environment and regulatory tools of the northern and southern portions of the corridor are in alignment with the ***Parker 2035 Master Plan.*** Private development in these Subareas is newer and not dependent on the Parker Road for access. Redevelopment in these Subareas is not anticipated in the near future. Town regulations guiding new investment on vacant land generally align with the Master Plan. However, as transportation improvements are needed within these Subareas, ***improvements to the streetscape of Parker Road is also needed to improve the visual qualities of the corridor and better reflect Parker's community aesthetic.***

The physical environment and regulatory tools guiding private investment in the Central Subarea need refinement to overcome the challenges facing redevelopment and promote private reinvestment consistent with the community's vision for the core of the corridor. Private development in this Subarea is generally older and dependent on Parker Road for access. ***New access strategies are needed to ensure these properties can succeed as traffic continues to grow in the corridor.***

Reduction of the number of PDs should be considered to better align development expectations, and to be consistent with the Parker 2035 Master Plan, and create a more predictable development review process. Like the North and South Subareas, streetscape improvements along Parker Road are encouraged to reflect Parker's aesthetic and announce Downtown Parker to regional traffic. However, unlike the other Subareas in the Corridor, ***the Central Subarea also needs transportation investments that can be leveraged to not only enhance the corridor's mobility, but also facilitate redevelopment consistent with the Parker 2035 Master Plan.***

12 | STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREATS

This analysis categorizes characteristics of the corridor and its study area based on their value and the amount of control the Town has over them. Strengths and weaknesses are positives and negatives of the area that are under the direct control of the Town of Parker.

Opportunities and threats are positives and negatives that may be influenced by the Town but are outside Parker's direct control. The below analysis was compiled based on stakeholder interviews, public meetings, and the technical analysis of the corridor.

STRENGTHS

- Newer investments in the northern and southern Subareas are aligned with the Parker 2035 Master Plan and make these portions of the corridor stable and economically strong.
- Parks, open spaces, and recreational amenities are benefiting the Town of Parker, Douglas County, and the region.
- Downtown Parker and the surrounding neighborhoods positively influence the corridor.
- Underdeveloped KOA property provides partnership opportunities to create additional street connectivity.
- The development of mixed-use projects is a viable strategy to building new office space.
- There are opportunities for new specialty, dining, and entertainment retail in mixed-use projects along Mainstreet, east and west of Parker Road.
- Redevelopment and assemblage opportunities exist for underutilized parcels. Underutilized, or "soft parcels", are well-positioned for redevelopment opportunities.

WEAKNESSES

- Properties with older development and vehicle access dependent on Parker Road are concentrated in the Central Subarea of the corridor.
- The lack of local street network burdens Parker Road operations and challenges property access and corridor redevelopment.
- Pedestrian and bike connections are lacking, uninviting, and perceived as unsafe.
- Aesthetic appearance of corridor is not consistent with the Town of Parker, its small-town character, and quality of life.
- There is a large mix of non-employment land uses in the light industrial district, decreasing employment-related investments.
- The PD Zoning District does not provide adequate guidance for the development community to implement the Parker 2035 Master Plan as well as function as a catalysis in the redevelopment of the corridor.
- Commercial and industrial design standards and guidelines are out of date and have failed to provide clear guidance to better align buildings to fronting streets, adjoining buildings, and local circulation requirements. Note, the Town is currently updating the development design standards and guidelines for adoption in the fourth quarter of 2019.

OPPORTUNITIES

- Leverage visibility and exposure provided by Parker Rd.
- Develop a collaborative partnership with CDOT and Douglas County to improve Parker Road and its surrounding land uses.
- The Town could partner with Douglas County and regional partners to extend Dransfeldt Road south over Cherry Creek to Motsenbocker Road and extend Pine Drive north to Aurora Parkway and over E-470.
- Intersections improvements on Parker Road should be leveraged to also address pedestrian and bicycle mobility and economic development opportunities.
- Strong demand for industrial/flex space exists in the Central Subarea. This product can accommodate a range of uses, including manufacturing, R&D, retail, and office.
- Flex space presents an opportunity to increase office and industrial space, as well as price-sensitive local retail and personal service businesses.
- As Parker's population continues to grow, so will the demand for additional retail shopping centers. Demand will focus around high-value corner space along Parker Road near the Mainstreet and Lincoln Avenue intersections.
- Mixed-use residential projects may be necessary to support retail and office development, especially in the Greater Downtown.
- Certain public Investments in Parker Road and adjoining Town Streets in key areas would likely catalyze development by resolving access concerns.

THREATS

- If congestion is not addressed on Parker Road, corridor travel times are expected to double in the next 20 years.
- Regional partnerships are needed to provide regional connectivity improvements that lessen the burden on Parker Road and better distribute traffic.
- Current configuration of Parker Road limits redevelopment opportunities within the Central Subarea.
- RTD's fixed routes' minimal coverage, hours of service, and low-frequency service minimize their effectiveness in providing a viable mobility partner to the Parker Road Corridor and do not serve the needs of Parker's retail, restaurant, and entertainment employees.

04

VISION, GOALS, AND PLANNING FRAMEWORK

01 | CORRIDOR VISION 59

02 | CORRIDOR GOALS 59

03 | NORTHERN SUBAREA 60

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05 | SOUTHERN SUBAREA 64

06 | CORRIDOR TRANSPORTATION OBJECTIVES 66

07 | TRANSPORTATION SUMMARY 76

08 | PLANNING FRAMEWORK 77

The Vision, Goals, and Planning Framework for the Parker Road Corridor are based on direction illustrated in the Parker 2035 Master Plan, information gathered through numerous stakeholder interviews and community meetings, ideas vetted with the Town's project partners at CDOT, and refinement through discussions with Parker's Planning Commission and Town Council.

The purpose of the Vision Statement, Project Goals, and Planning Framework is to define the Town's and CDOT's mutual land use and transportation expectations for the corridor and to serve as the rubric against which all future policies, decisions, and actions impacting the corridor are made. Each recommendation within this Corridor Plan is designed to further the expectations presented in this chapter.

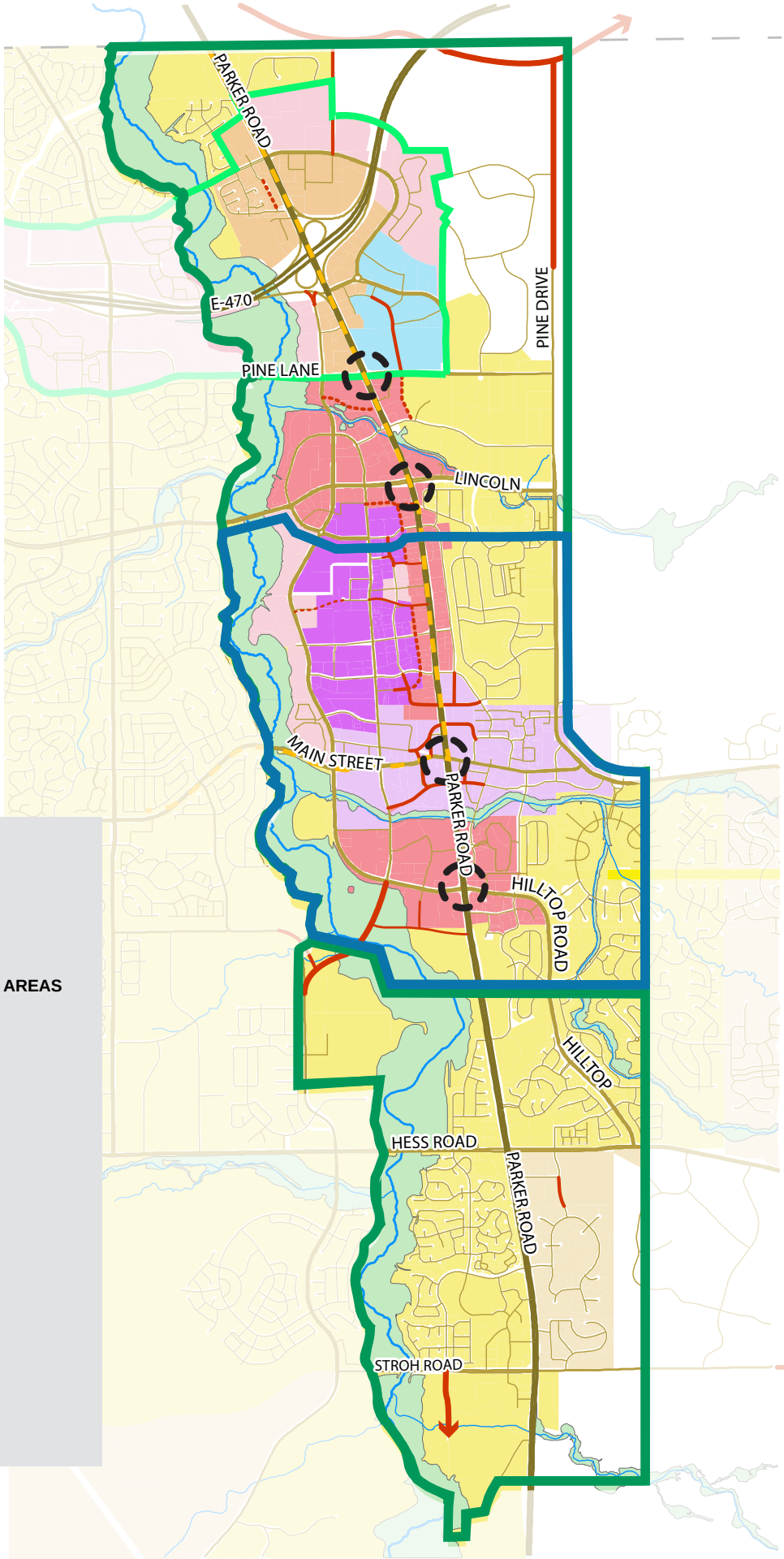


Figure 4-1
Corridor Vision

- Potential Street Connections
- Potential Cross-Access Easements

PARKER 2035 LAND USE CHARACTER AREAS

- Central Commercial
- E-470 Corridor
- Light Industrial
- Low Density Residential
- Mainstreet Master Plan Area
- Medical
- Medium Density Residential
- Mixed Use - Residential Emphasis
- Regional Commercial Retail
- Community Gateways
- Community Core
- Transit Partnership
- Contextual Intersection Improvements

01 | CORRIDOR VISION

Parker Road, a regionally significant highway and transportation corridor, serves as the primary commercial corridor, connecting the eastern and western portions of Downtown, and a welcoming gateway to the Town of Parker. The corridor will provide a safe, efficient, and high-quality multimodal network with mobility choices for motorists, transit riders, bicyclists, and pedestrians. Transportation investments in the corridor will be cost effective, compatible with adjoining land uses, and support sustainable land development patterns with a diverse mix of land uses that foster economic vibrancy in the Town of Parker. Figure 4-17 illustrates the integrated land use and transportation vision for the corridor.

02 | CORRIDOR GOALS

This plan will address a number of goals identified through the public process and in conjunction with stakeholders.

Parker Road will...

...provide context-appropriate gateway into and through the Town of Parker

...support development that is diverse, sustainable, and economically viable

...maximize safety and efficiency of operations

...be the economic spine for the Town of Parker which connects the eastern and western portions of Downtown

...interconnect the Town's multimodal network

03 | NORTHERN SUBAREA

The Northern Subarea extends from Parkglenn Way north to the Town limits and functions as the northern gateway to Parker. Transportation operations and land development policies and regulations are in alignment within the subarea. This portion of Parker Road carries the highest volume of traffic and the intersections with E-470 and Lincoln Avenue place a regional significance to the subarea. The development pattern in this subarea is generally stable. The character of the subarea is not expected to change over the next 10 to 20 years. Stability does not mean investment and growth will not continue to occur. Stability means the current land development policies and regulations in place match market realities of the subarea and allow for future development and needed transportation investments to retain the area's current community character.

GOAL

OBJECTIVES

CONTEXT

Implement a streetscape that is reflective of this subarea's suburban gateway characteristics, while recognizing that this portion of Parker Road carries its highest traffic volumes.

LAND USE

Provide attractive, higher-intensity regional retail, medical, employment, tourism, and residential land uses that benefit from their proximity to E-470 and Parker Road, but are not dependent on direct access from Parker Road.

TRANSPORTATION

Invest in strategic multimodal transportation improvements that maximize the safety and regional efficiency of the corridor and distribute local trips onto alternative corridors rather than concentrating them on Parker Road.

Figure 4-2 Northern Subarea Streetscape

The northern gateway streetscape of Parker Road should reflect the aesthetic aspirations of the Town.

This regional center is not oriented to Parker Road. Streetscape concepts should balance aesthetic aspirations with practical landscape features and plant materials.

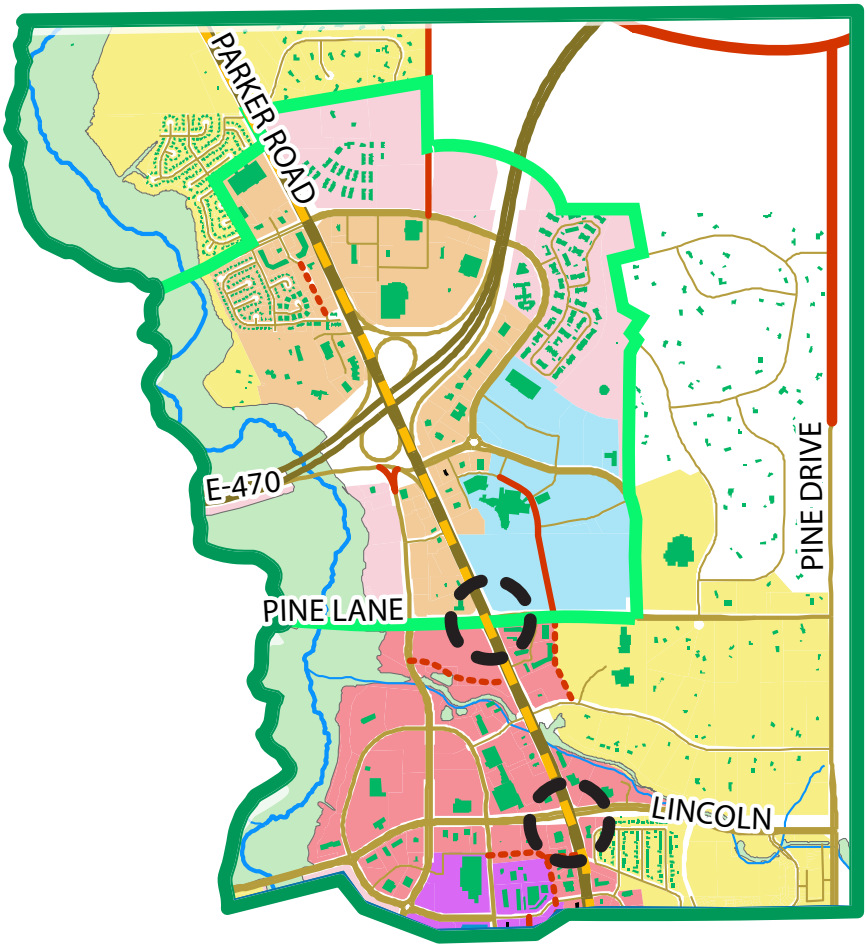


Figure 4-3 Northern Subarea Vision

- Potential Street Connections
- Potential Cross-Access Easements

PARKER 2035 LAND USE CHARACTER AREAS

- Central Commercial
- E-470 Corridor
- Light Industrial
- Low Density Residential
- Mainstreet Master Plan Area
- Medical
- Medium Density Residential
- Mixed Use - Residential Emphasis
- Regional Commercial Retail
- Community Gateways
- Community Core
- Transit Partnership
- Contextual Intersection Improvements

04 | CENTRAL SUBAREA

The Central Subarea extends south between Parkglenn Way to Pine Drive/Indian Pipe Lane, south of Twenty Mile Road. The subarea represents the older portions of the corridor and includes the Town's Greater Downtown Zone District. There are two distinct character areas within this subarea, the western downtown and the central employment area. Together, the two character areas represent the commercial and cultural core of the Parker Road Corridor. Transportation operations and land development policies and regulations are misaligned in the subarea, meaning the access needs of the allowed land uses and adjoining properties do not match the operational requirements of the highway. The intersections with Mainstreet and Twenty Mile Road, with catalytic investments, represent a combination of local and regional mixed-use and commercial opportunities.

The development pattern in this subarea is anticipated to change over the next 10 to 20 years. If not transportation investments are not coordinated, the vision illustrated in the Parker 2035 Master Plan is not expected to be retained within the two character areas of the subarea. Currently adopted land transportation improvement plans and land use policies and regulations need to be modified to ensure the desired vision for the subarea can be accomplished.

THE CENTRAL EMPLOYMENT CHARACTER AREA

GOAL

The Central Employment Character Area will evolve into an eclectic and vibrant employment area with a mix of attractive commercial and employment-based land uses that fit with the smaller parcels of the area.

WESTERN DOWNTOWN CHARACTER AREA

GOAL

The Western Downtown Character Area will balance the regional mobility significance of Parker Road with the economic and cultural importance of Downtown Parker. It will capitalize on an interconnected street network and innovative intersection designs to evolve into an economically vibrant, cohesive, and walkable Town Center.

OBJECTIVES

CONTEXT

Design a Parker Road that recognizes properties that are access dependent while implementing an aesthetic streetscape reflective of Parker's community core.

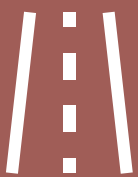
Design that includes streetscape reinforcing the slower speed and character of Downtown Parker and is reflective of the sense of place expectations of being the heart of Parker.

LAND USE

Encourage employment land uses with supportive commercial and daily services with retail opportunities at corners. Partner with property owners to create alternative or combined access so that land uses all benefit from their proximity to Parker Road, but are not dependent on direct access from the highway.

Expand the economic capacity and the walkable mix use character of Downtown Parker west of Parker Road by modifying its access to and from the highway and minimizing the physical and economic barrier the corridor causes.

TRANSPORTATION



Invest in strategic multimodal transportation improvements and access management tools that safely distribute local and regional trips onto convenient alternative corridors and connections rather than concentrating them on Parker Road.

Invest in strategic multimodal transportation improvements around the Parker Road and Mainstreet intersection that enables redevelopment into a more walkable Downtown, where private investments contribute to the creation of an interconnected local street network.

Figure 4-4 Central Subarea Streetscape

Parker Road streetscape through the core of the community should reflect the commercial and cultural significant of the subarea.

Unlike the gateways, the central subarea embraces Parker Road as its signature address. High pedestrian activity is anticipated throughout the subarea. Streetscape concepts in the core should be more intense with higher maintenance requirements than the gateways.

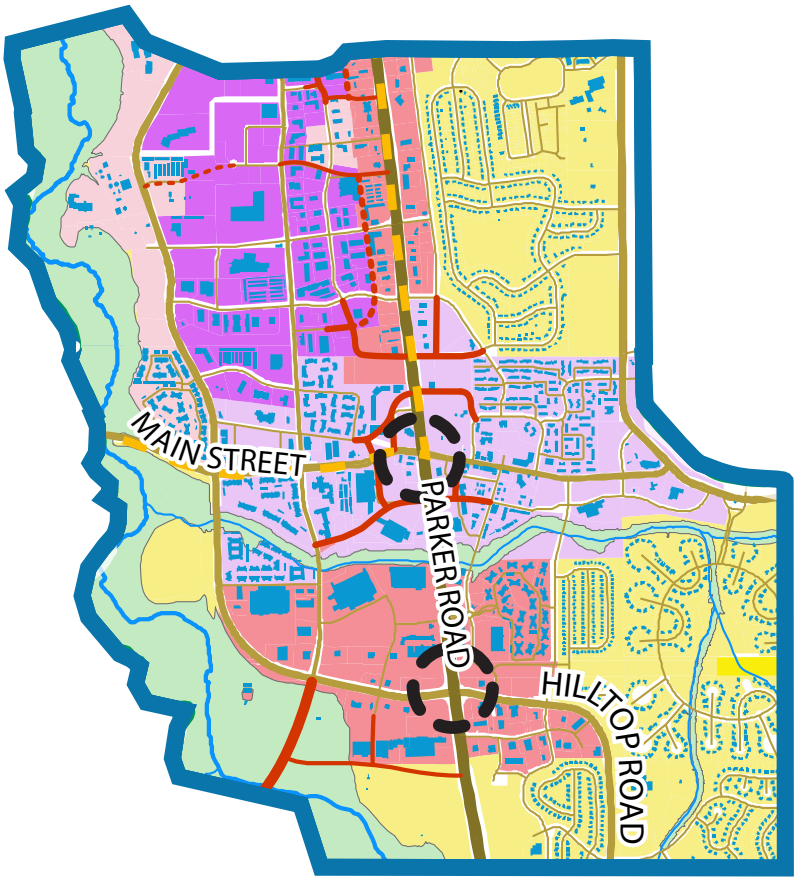


Figure 4-5 Central Subarea Vision

Potential Street Connections
Potential Cross-Access Easements

PARKER 2035 LAND USE CHARACTER AREAS

- Central Commercial
- E-470 Corridor
- Light Industrial
- Low Density Residential
- Mainstreet Master Plan Area
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- Medium Density Residential
- Mixed Use - Residential Emphasis
- Regional Commercial Retail
- Community Gateways
- Community Core
- Transit Partnership
- Contextual Intersection Improvements

05 | SOUTHERN SUBAREA

The Southern Subarea functions as southern gateway to Parker, extending generally from Pine Drive / Indian Pipe Lane south to the Town limits. Transportation operations and land development policies and regulations, like the northern subarea, are in alignment. The southern portion of Parker Road carries the lowest volume of traffic. The crossroad intersections of Hess Road and Stroh Road make them attractive for neighborhood centers. The character of the subarea is not expected to change over the next 10 to 20 years because the residential pattern of development in the subarea is stable. Like the northern subarea, current development policies and regulations in place match market realities of the subarea and allow for anticipated development and needed transportation investments to retain the area's current community character.

GOAL

The Southern Subarea will embrace the mobility significance of Parker Road by continuing to develop parallel roadway corridors that minimize access dependence on the highway and provide route options. The subarea will retain its residential character, support community-serving commercial nodes at major intersections, and continue to develop as the Town's southern gateway.

OBJECTIVES

CONTEXT

Design a Parker Road that implements a streetscape that is reflective of this subarea's gateway characteristics by providing an aesthetically appealing experience for drivers.

LAND USE

Preserve the residential character of the corridor with wide buffers for along Parker Road. Also accommodate future development of neighborhood-serving commercial areas at important intersections.

TRANSPORTATION

Invest in strategic multimodal transportation improvements that maximize the safety and regional efficiency of the corridor and distribute local trips onto alternative corridors rather than concentrating them on Parker Road.

Figure 4-6 Southern Subarea Streetscape

The southern gateway streetscape of Parker Road should reflect the aesthetic aspirations of the Town.

Other than emerging neighborhood centers, the neighborhoods in the southern segment are not oriented toward Parker Road. Less pedestrian activity is anticipated in this segment of the corridor. Streetscape concepts in this subarea should balance aesthetic aspirations with practical landscape features and plant materials.

Figure 4-7 Southern Subarea Vision

Potential Street Connections
Potential Cross-Access Easements

PARKER 2035 LAND USE CHARACTER AREAS

- Central Commercial
- E-470 Corridor
- Light Industrial
- Low Density Residential
- Mainstreet Master Plan Area
- Medical
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- Community Core
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- Contextual Intersection Improvements

06 | CORRIDOR TRANSPORTATION OBJECTIVES

Parker Road is a regionally significant state highway where its operational requirements transcend the Town of Parker. Transportation goals previously described frame the Corridor's Vision Statement and Goals of each Subarea to ensure Parker Road operates efficiently and safely and the physical design and operation of the facility is compatible with the Town's vision for its surrounding land uses. Four transportation objectives the Parker Road Corridor Plan must achieve are presented below:

PARKER ROAD IMPROVEMENTS

Parker Road's traffic operation is influenced by its access requirements and the safety and efficiency of each of its intersections. The anticipated traffic growth in the corridor indicate only four of the corridor's thirteen signalized intersections (Pine Lane, Lincoln Avenue, Mainstreet, and Twenty Mile Road) require modifications to ensure SH 83 operates at an acceptable LOS. The following pages show how the Town, Douglas County, and CDOT collaborated to address Parker Road's operation.

LOCAL AND REGIONAL STREET CONNECTIVITY

For Parker Road to accommodate anticipated traffic volumes, operate to CDOT's expectations, and fit contextually in the Town of Parker, more local and regional street connectivity must be incorporated throughout the corridor. The Town will need to proactively implement policies and actions to increase local street connectivity. This can be accomplished two ways:

- Regulate private development to provide additional connectivity through the dedication of public streets and public access easements when properties redevelop. This is accomplished by updating the Parker Municipal Code's Streets, Sidewalks and Public Spaces and its referenced design requirements.
- Construct new local and regional streets in critical locations which better interconnect the corridor. Suggested new local streets, public access easements, and regional roadway extensions in the corridor are shown to the right. Regional connections extend Dransfeldt Road south to Motsenbocker Road and extend Pine Lane north to the proposed Aurora Parkway.

PEDESTRIAN AND BICYCLE SAFETY AND COMFORT

The Town of Parker is committed to providing safe, convenient, and well-maintained biking and walking opportunities appropriate for all ages and ability levels. The limited street connectivity previously discussed has concentrated traffic and created larger high-speed roadways which create barriers for pedestrians and bicyclists. CDOT and the Town have mitigated some of these challenges by constructing several creek trails, underpasses, and proposed overpasses to complement a robust off-street trail network. More should be done.

The Parker Road Corridor Plan should develop specific priorities to complete the sidewalk and trail network throughout the corridor and along both sides of Parker Road. Additionally, the Town and CDOT should strive to improve pedestrian and bicycle safety and comfort through the proactive utilization of pedestrian and bicycle safety audits and the deliberate implementation of lower-stress facilities that better separate pedestrians and bicyclists from vehicular traffic. Recommended facility improvements are shown on the map on the next page, Fig. 4-24..

TRANSIT EXPERIENCE

RTD's transit service is limited in the Parker Road Corridor. Future RTD service improvements are challenged in meeting the community's expectations of providing a larger mobility role in the corridor in the near-term. Transit's success in providing a reliable mobility choice is primarily driven by the walkability of the physical environment and land use density of transit's adjoining development. As the Parker Road corridor and the Town of Parker continue to develop and redevelop, ridership will increase on RTD's system and improvements to local service will become viable. However, in the near-term, the Town can focus transit it priorities on improving the walking environment in the corridor and continue to upgrade transit facilities to improve experience for existing and future transit customers.

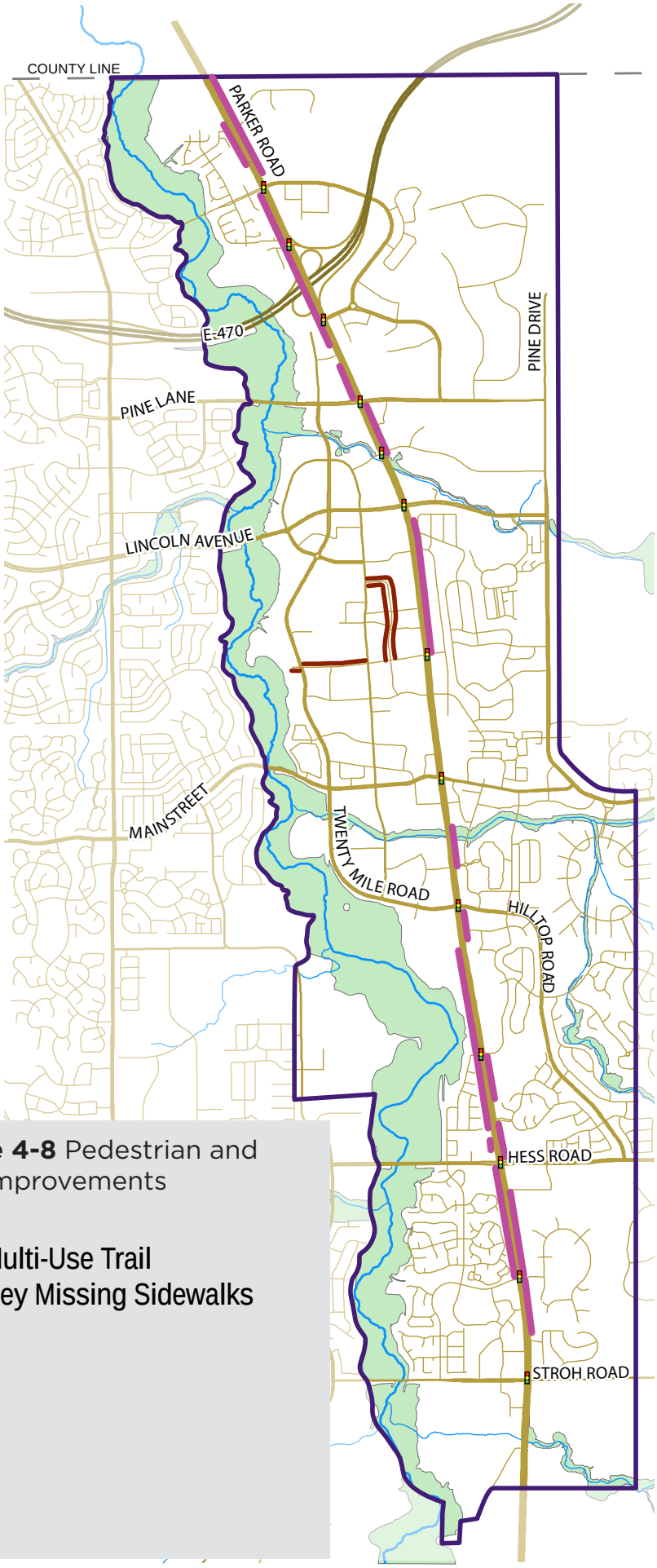


Figure 4-8 Pedestrian and Bike Improvements

Multi-Use Trail
Key Missing Sidewalks

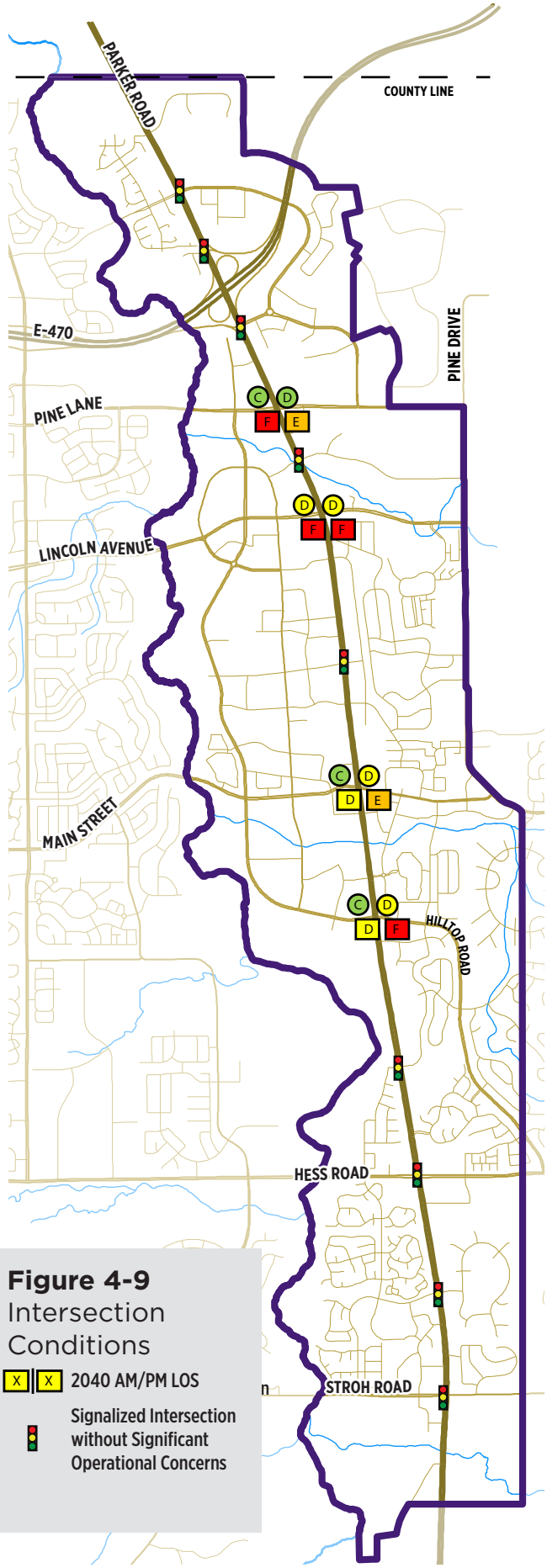


Figure 4-9
Intersection Conditions

X | X 2040 AM/PM LOS

Signalized Intersection without Significant Operational Concerns

PARKER ROAD INTERSECTION IMPROVEMENTS

Transportation investments influence the land uses that surround them. This Planning Framework presents the future year 2040 traffic analysis and an initial screening of alternatives to ensure the project's objectives are achievable before specific integrated land use and transportation solutions were evaluated.

Parker Road's signalized intersections within the project limits are expected to operate with acceptable LOS during the morning and afternoon peak hours in 2040 with exception of the four key intersections as previously identified. (Note, a complete 2040 Traffic Operations Analysis was conducted for the corridor and is included in the appendix of this report.)

If nothing is done to improve traffic operations at these four intersections, the travel times along the Parker Road are expected to double by the year 2040 with the following delays:

- Pine Lane: 1 min./23 sec. (am peak) – LOS F
- Lincoln Avenue: 1 min./40 sec. (am peak) - LOS F
- Mainstreet: 1 min./2 sec. (pm peak) – LOS E
- Twenty-Mile Road: 1 min./27 sec. (pm peak) – LOS F

INTERSECTION SCREENING

An initial screening of alternative intersection solutions was conducted to fully understand the range of possible improvements necessary to accommodate future traffic volumes in the corridor. Intersection improvements considered viable were advanced for further traffic analysis and community land use capability evaluations. (Note, detailed design analysis of each alternative considered is included in the appendix of this report.

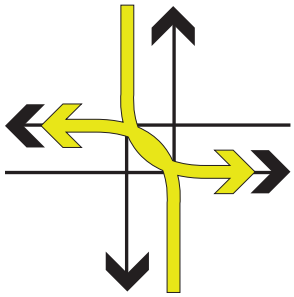
In general, there are two categories of intersection improvements: **at-grade** and **grade separated**. Both have a wide variety of possible configurations. At-grade intersections represent configurations of intersecting roadways where all the various travel movements intersect at the same level. Traffic movements for at-grade intersections are generally controlled by either stop signs, traffic signals, or roundabouts.

Grade-separated interchanges are represented by the intersection of two roadways where traffic movements are separated, and one movement goes either above, or under, the other movements. There are varying degrees of grade-separated intersections, ranging from only opposing through movements being separated to more complicated interchanges where all movements are separated.

AT-GRADE INTERSECTION IMPROVEMENTS CONSIDERED

CONVENTIONAL WIDENING

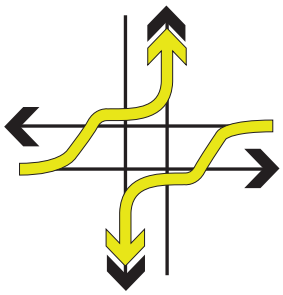
Intersection widening adds vehicle capacity to the intersection by expanding the roadway to accommodate needed traffic movements. Widening can range from adding a left or right-turn lane to expanding an entire intersection to accommodate the widening of a two-lane roadway into a four lane roadway.

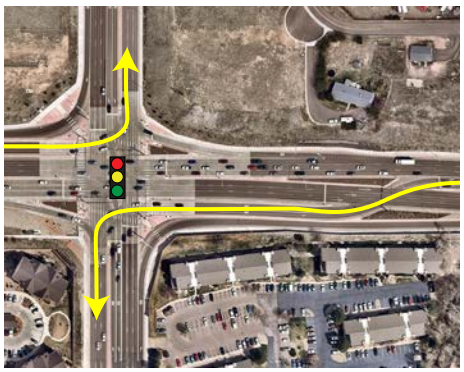


A typical widening in Colorado Springs, CO

CONTINUOUS FLOW INTERSECTION (CFI)

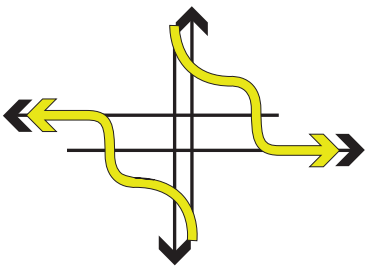
A CFI is an alternative intersection design that shifts left-turn movements away from the primary intersection. When entering a CFI intersection, vehicles turning left turn across the opposing traffic in advance of the intersection. A left turn signal in the intersection is not necessary, instead, vehicles traveling in both directions can proceed.





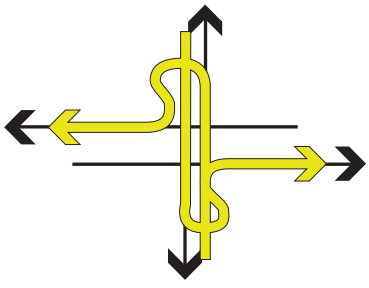
A CFI in Colorado Springs, CO

The following are variations of continuous flow Intersections:



A displaced FI in Birmingham, MI

- **DISPLACED LEFT CFI:** Allows Left-turns occur a number of blocks ahead of the intersection.



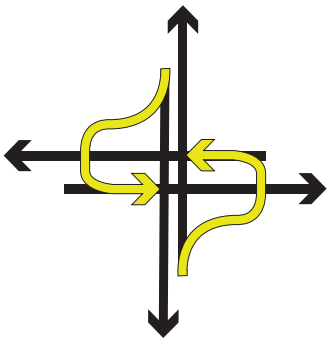
A Michigan-left in Birmingham, MI

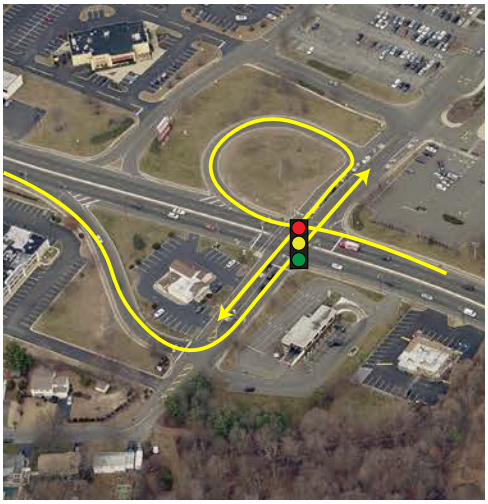
- **U-TURN CFI (MICHIGAN LEFT)**- Left-turning vehicles proceeds through the intersection and make a left/U-turn followed by a right-turn to complete the movement.

QUADRANT INTERSECTIONS

A quadrant intersection design eliminates left-turn movements and requires motorists to make a series of right-turns. Similar to the CFI there are no left-turns at the intersection which increase intersection capacity approximately 30% because there are no protected left-turn arrows.

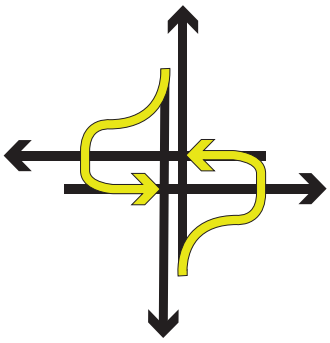
- **CONVENTIONAL** The conventional configuration of the quadrant is often referred to as the jug-handle. Instead of a standard left turn being made from the left lane, left-turning traffic uses a ramp on the right side of the road.

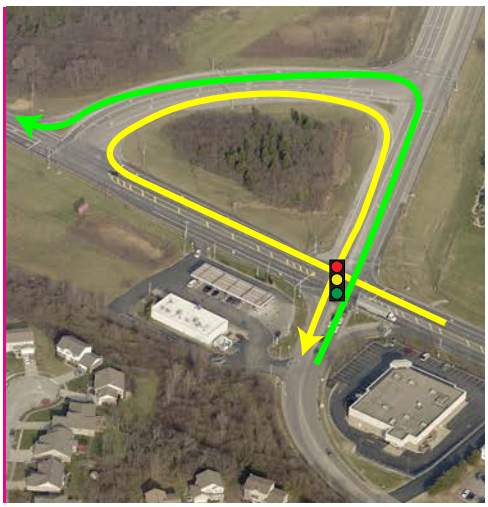




A conventional quadrant intersection in Hazlet, NJ

- **DISPLACED RIGHTS-** A displaced quadrant allows right-turns to occur in advance of the primary intersection.



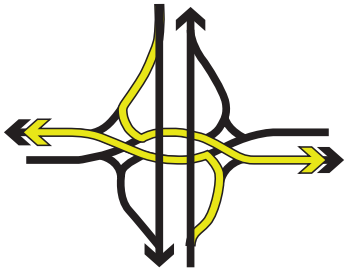


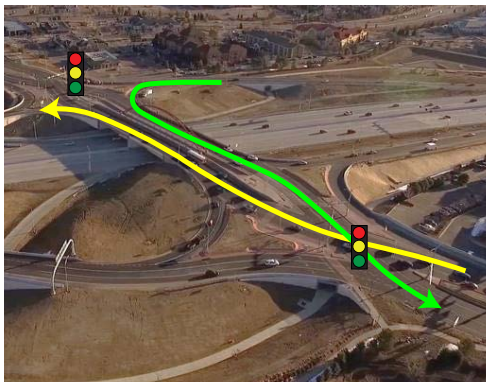
A displaced right quadrant intersection in Fairfield, OH

GRADE SEPARATED INTERCHANGES IMPROVEMENTS CONSIDERED

DIVERGING DIAMOND INTERCHANGE

A diverging diamond interchange (DDI) is a grade-separated interchange where the traffic on the minor road cross to the other side. The crossover typically occurs at a signalized intersection. This interchange provides a significant safety improvement by eliminating dangerous left turns.

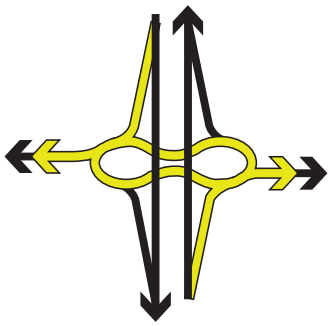




A DDI in Louisville, CO

DIAMOND INTERCHANGE WITH ROUNDABOUTS

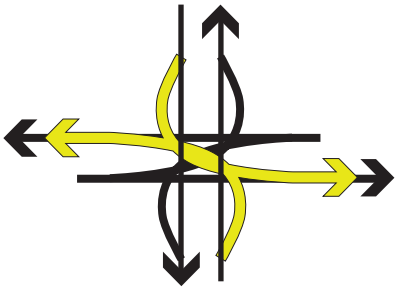
A diamond interchange with roundabouts is commonly called a dumbbell or dog bone depending on the orientation of the roundabouts. The intersection is a grade-separated interchange which the efficiency of roundabouts instead of traffic signals for the minor road. This interchange provides a significant improvement in safety by removing left turns and signalized movements.



A diamond interchange with roundabout in Carmel, IN

SINGLE POINT URBAN INTERCHANGE (SPUI)

A SPUI (pronounced “Spooey”) is a grade-separated interchange with a single traffic signal at the center of the minor roadway intersection. Vehicles make opposing left-turns at the same time under the protection of a traffic signal. This interchange can be constructed in less space than other traditional interchanges; however, a SPUI typically requires a larger and more expensive bridge structure than other interchange options.



A SPUI in Carmel, IN

PINE LANE

The intersection of Pine Lane and Parker Road is expected to continue operating acceptably (LOS D) with the existing lane configurations through 2025. By 2030, it is believed that improvements would be needed at this intersection. A simple conventional operational widening of Parker Road is all that is needed to maintain a traffic LOS above D through 2040.

INTERSECTION ANALYSIS

Conventional Widening	●	Converts right-turn lanes to shared through and right-turn lanes

CONTINUOUS FLOW INTERSECTION (CFI)

Conventional	●	Unnecessary
Displaced Lefts	●	Unnecessary
U-turns (Michigan Left)	●	Unnecessary

QUADRANT

Conventional	●	Unnecessary
Displaced Rights	●	Unnecessary

GRADE SEPARATIONS

Diamond	●	Unnecessary
Diamond with Roundabouts	●	Unnecessary
Single Point Urban Interchange (SPUI)	●	Unnecessary
Diverging Diamond	●	Unnecessary

● Advance to more detailed analysis ● Do not advance for detailed analysis

LINCOLN

The Lincoln Avenue intersection with Parker Road is the second busiest intersection along the corridor, (after the E-470 Interchange). In the long-term, the intersection will need to be grade separated. Further engineering analysis is needed to determine the specific configuration and which roadway goes above or below the other. In the interim, a simple widening of the corridor that converts a dedicated right-turn lane to a through and right-turn lane in both directions manages traffic congestion above an LOS D through the year 2030.

INTERSECTION ANALYSIS

Conventional Widening	●	Feasibility and Impacts

CONTINUOUS FLOW INTERSECTION (CFI)

Conventional	●	Feasibility and Impacts
Displaced Lefts	●	Limited grid and congestion on secondary streets
U-turns (Michigan Left)	●	Impractical with truck volumes

QUADRANT

Conventional	●	Limited grid and congestion on secondary streets
Displaced Rights	●	Limited grid and congestion on secondary streets

GRADE SEPARATIONS

Diamond	●	Creates an opposing left-turn conflict, not enough storage
Diamond with Roundabouts	●	Feasibility and Impacts
Single Point Urban Interchange (SPUI)	●	Creates free-flow Parker Road
Diverging Diamond	●	Creates free-flow Parker Road

● Advance to more detailed analysis ● Do not advance for detailed analysis

MAINSTREET

The Mainstreet intersection with Parker Road is expected to operate below LOS D before the year 2040. Development could make improvements sooner to catalyze reinvestment within the Greater Downtown District of Parker. Two alternatives are being recommended for advancement, an at-grade displaced left CFI and a grade-separated diamond interchange with roundabouts. Both alternatives easily accommodate the anticipated year 2040 traffic volumes with an LOS .

	TWO-WAY	ONE-WAY (E. PIKES PEAK)	ONE-WAY (VICTORIAN)
Conventional Widening	Feasibility and Impacts	Feasibility and Impacts	Feasibility and Impacts
CONTINUOUS FLOW INTERSECTION (CFI)			
Conventional	No place-making amenities or redevelopment potential	Incompatible	
Displaced Lefts	Available secondary street capacity and redevelopment potential	Creates an opposing left-turn conflict, not enough storage	Concentrates traffic at Victorian and Mainstreet creating barrier to O'Brien Park
U-turns	Limited place-making amenities or redevelopment potential	Incompatible	Incompatible
QUADRANT			
Conventional	Stacking challenges on secondary streets and limited redevelopment potential	Incompatible	Stacking challenges on secondary streets and limited redevelopment potential
Displaced Rights	Stacking challenges on secondary streets and limited redevelopment potential	Incompatible	Stacking challenges on secondary streets and limited redevelopment potential
GRADE SEPARATIONS			
Diamond	No place-making amenities or redevelopment potential	Incompatible	
Diamond with Roundabouts	Most amenities grade separated	Incompatible	
Single Point Urban Interchange	No place-making amenities or redevelopment potential	Incompatible	
Diverging Diamond	Limited place-making amenities or redevelopment potential	Incompatible	

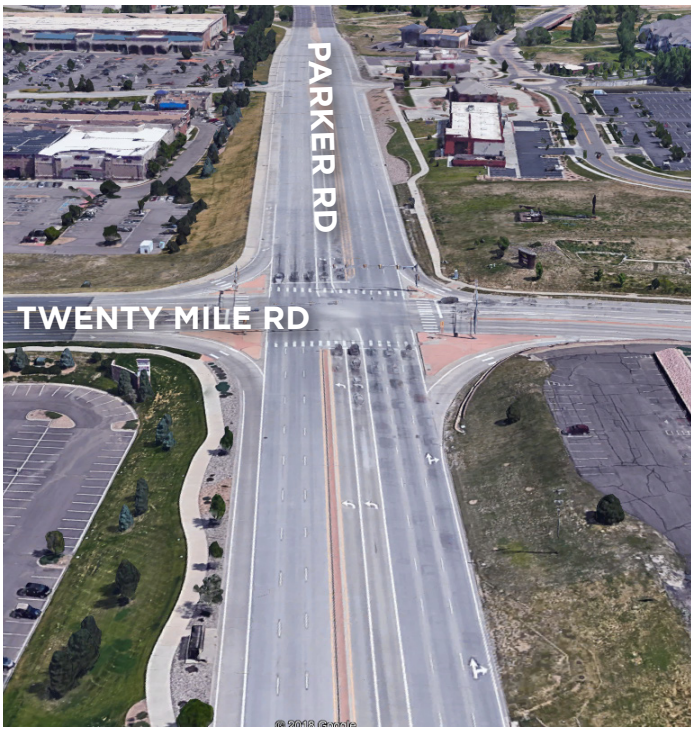
Advance to more detailed analysis

Operationally neutral, land use and economic impacts need to be studied

Do not advance for detailed analysis

TWENTY MILE

The Twenty Mile Road intersection with Parker Road is anticipated to fall below a LOS D by 2030. Only one alternative is being recommended for advancement, an at-grade conventional CFI. This alternative will accommodate the anticipated traffic volumes in 2040.



INTERSECTION ANALYSIS

Conventional Widening	●	Feasibility and Impacts

CONTINUOUS FLOW INTERSECTION (CFI)

Conventional	●	Includes free-flow right-turns
Displaced Lefts	●	Dependent on the redevelopment of KOA
U-turns (Michigan Left)	●	Feasibility and Impacts

QUADRANT

Conventional	●	Feasibility and Impacts
Displaced Rights	●	Stacking challenges on secondary streets and limited redevelopment potential

GRADE SEPARATIONS

Diamond	●	Creates an opposing left-turn conflict, not enough storage
Diamond with Roundabouts	●	Feasibility and Impacts
Single Point Urban Interchange (SPUI)	●	Feasibility and Impacts
Diverging Diamond	●	Feasibility and Impacts

● Advance to more detailed analysis ● Do not advance for detailed analysis

07 | TRANSPORTATION SUMMARY

The 2040 traffic analysis demonstrates the recommended alternatives described below will improve travel times through the corridor between 1.5 to 3.5 minutes when compared to the 2040 no-build scenario. Each of the four primary intersections on Parker Road will operate above the minimum expectation of LOS D. These four intersection improvements along with the recommended transportation objectives, presented earlier, establish the transportation framework for the Central Subarea Focus Plan presented in Section 4.

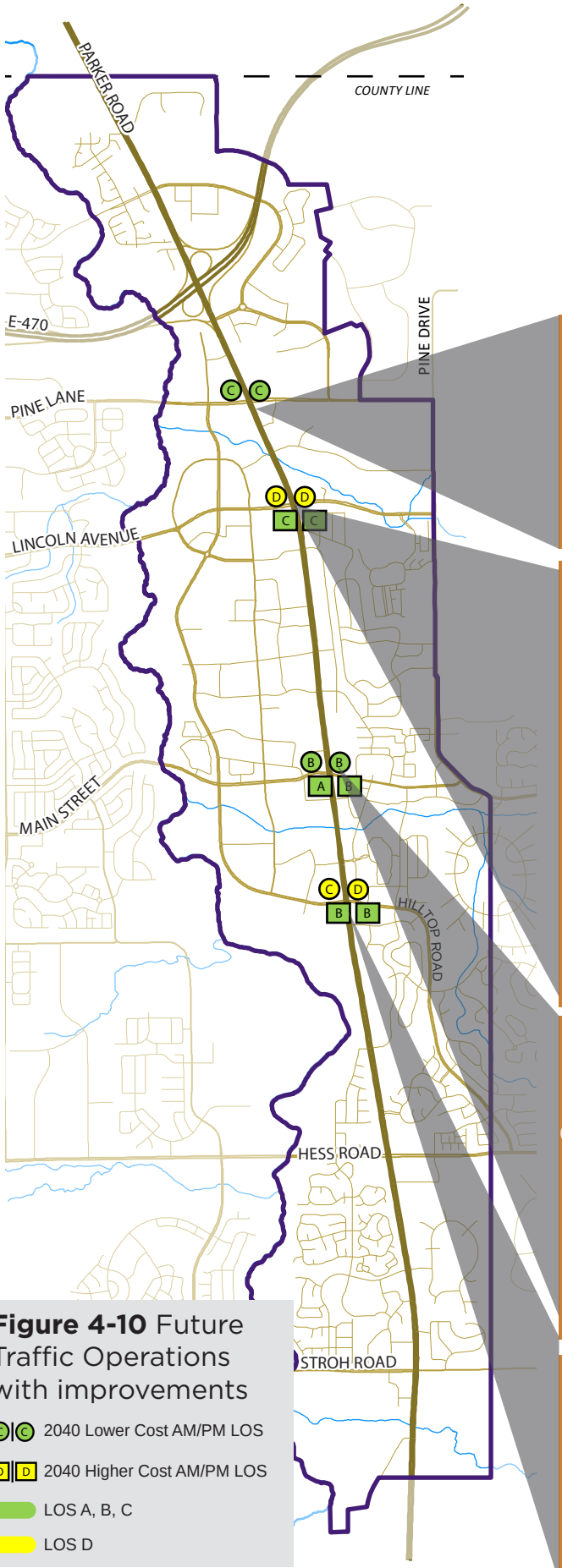
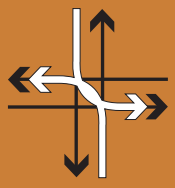


Figure 4-10 Future Traffic Operations with improvements

- C C 2040 Lower Cost AM/PM LOS
- D D 2040 Higher Cost AM/PM LOS
- LOS A, B, C
- LOS D

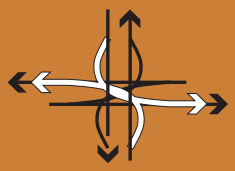
PINE LANE



A simple widening of Parker Road through the intersection converting the dedicated right-turn lanes to two shared through and right-turn lanes will keep the intersection LOS above D past 2040.

LINCOLN AVENUE

SINGLE POINT URBAN INTERCHANGE

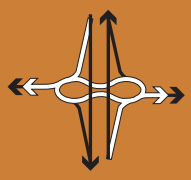


DIVERGING DIAMOND INTERCHANGE

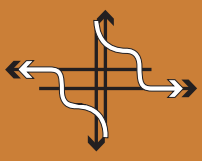
By 2040 the intersection will need to be grade separated (between $35/$45 million in today's dollars). However, in near-term, a simple conversion of the existing dedicated right-turn lanes to a shared through and right will maintain traffic above LOS D through 2035.

MAINSTREET

DIAMOND W/ ROUNDABOUTS (Grade Separated)



DISPLACED LEFTS (AT-GRADE)



Two alternatives, an at-grade displaced left and a grade-separated diamond interchange with roundabouts will accommodate traffic well past 2040.

TWENTY MILE ROAD

A CFI will accommodate year 2040 traffic. Additional connectivity provided by extending Dransfeldt Road to Motsenbocker Road and connecting Dransfeldt though a future KOA Property Annexation will extend the life of the CFI significantly.

08 | PLANNING FRAMEWORK

The Planning Framework represents a long-range integrated transportation and land use strategy for the corridor which build on the established vision of the *Parker 2035 Master Plan* and the *Town's Long-Range Transportation Master Plan.*

The Planning Framework shows corridor-wide recommended land use changes and transportation investments that are needed to ensure the integrated land use and transportation visions for Parker Road is achieved.

The map shows recommended transportation connections and areas of land use stability and compatibility with the *Parker 2035 Master Plan.* The map also shows the character areas of the corridor needing a focus area plan to resolve land use incompatibilities with the current 2035 Master Plan. The recommended Focus Plan is shown in Chapter 5.

The most significant recommended changes to the 2035 Master Plan for the Parker Road Corridor are three-fold:

1) develop context appropriate transportation strategies and solutions for the four key Parker Road intersections impacting the long-term safety, operations of State Highway 83, and economic vitality of the Town;

2) emphasize the development of additional street connections, public access easements, and street upgrades to interconnect the corridor and more equitably distribute regional and local traffic in the corridor; and,

3) implements the Focus Area Plan for the Central Subarea of the Parker Road Corridor to address the discrepancies and misalignments between the built environment, established development regulations, economic and market opportunities and community expectations.

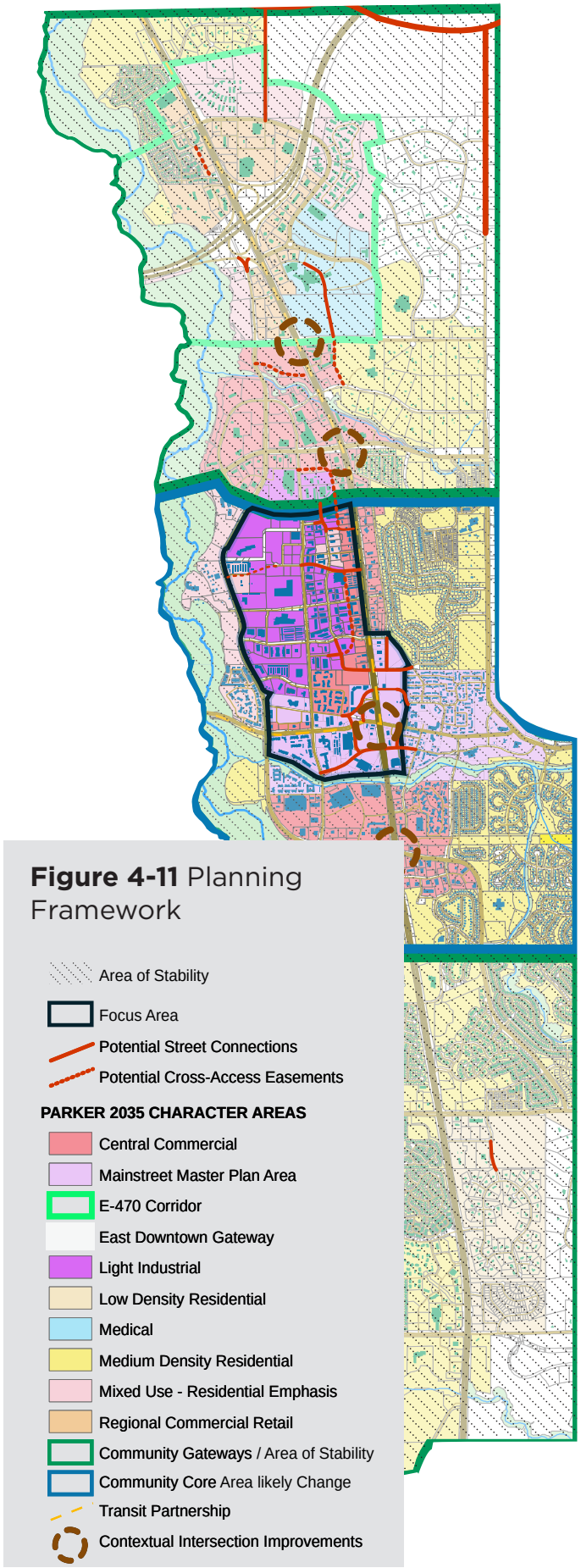
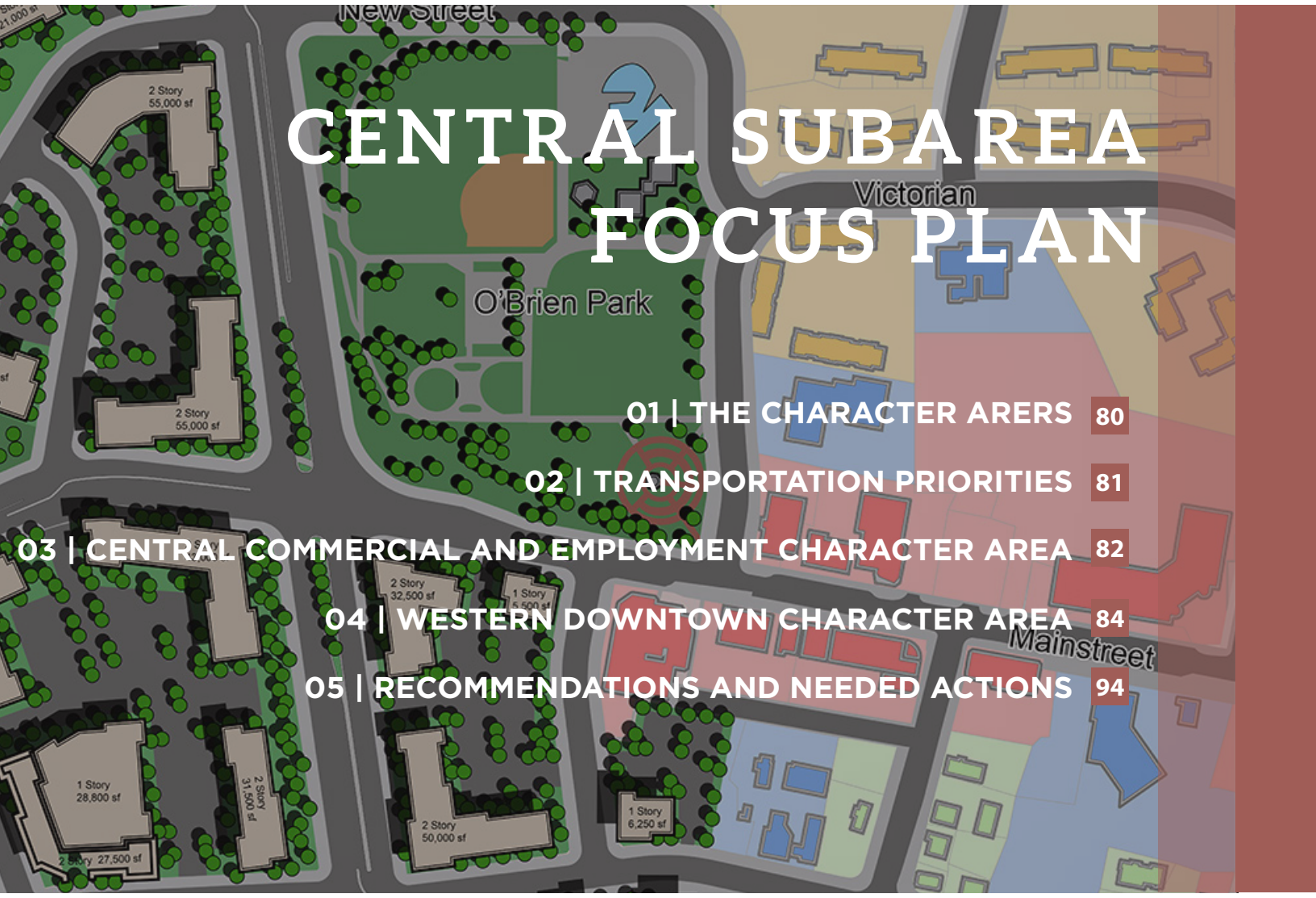


Figure 4-11 Planning Framework

05

2 Story
21,000 sf
2 Story
32,000
2 Story
43,000 sf
3 Story
60,000 sf
3 Story
40,500 sf
3 Story
63,000 sf
3 Story
45,000 sf
3 Story
72,000 sf



CENTRAL SUBAREA FOCUS PLAN

01 | THE CHARACTER ARERS 80

02 | TRANSPORTATION PRIORITIES 81

03 | CENTRAL COMMERCIAL AND EMPLOYMENT CHARACTER AREA 82

04 | WESTERN DOWNTOWN CHARACTER AREA 84

05 | RECOMMENDATIONS AND NEEDED ACTIONS 94

This Focus Plan supports and refines the ***Parker 2035 Master Plan's*** vision for the Parker Road Corridor's Central Subarea and provides integrated transportation and land use strategies to ensure the corridor's future traffic operations and the resulting community development pattern align with both the Town's and CDOT's expectations highlighted in Chapter 4.

The illustrative urban design concepts shown in this chapter represent possible long-term development scenarios for two character areas within the Central Subarea. The site plans presented are intended to illustrate potential build-out scenarios and provide guidance on transportation and land use recommendations based on the Corridor's Vision, Goals, and Planning Framework presented in the previous chapter.

01 | CHARACTER AREAS

The Central Subarea of the Parker Road Corridor represents the commercial and cultural core of the Town of Parker. While most of the subarea is not expected to change from what is currently envisioned in the ***Parker 2035 Master Plan,*** two distinct character areas within this subarea represent older portions of the corridor where transportation operations and land development policies are misaligned and need to be modernized. Unlike other portions of the subarea, the development pattern within these two-character areas are anticipated to change over the next 10 to 20 years.

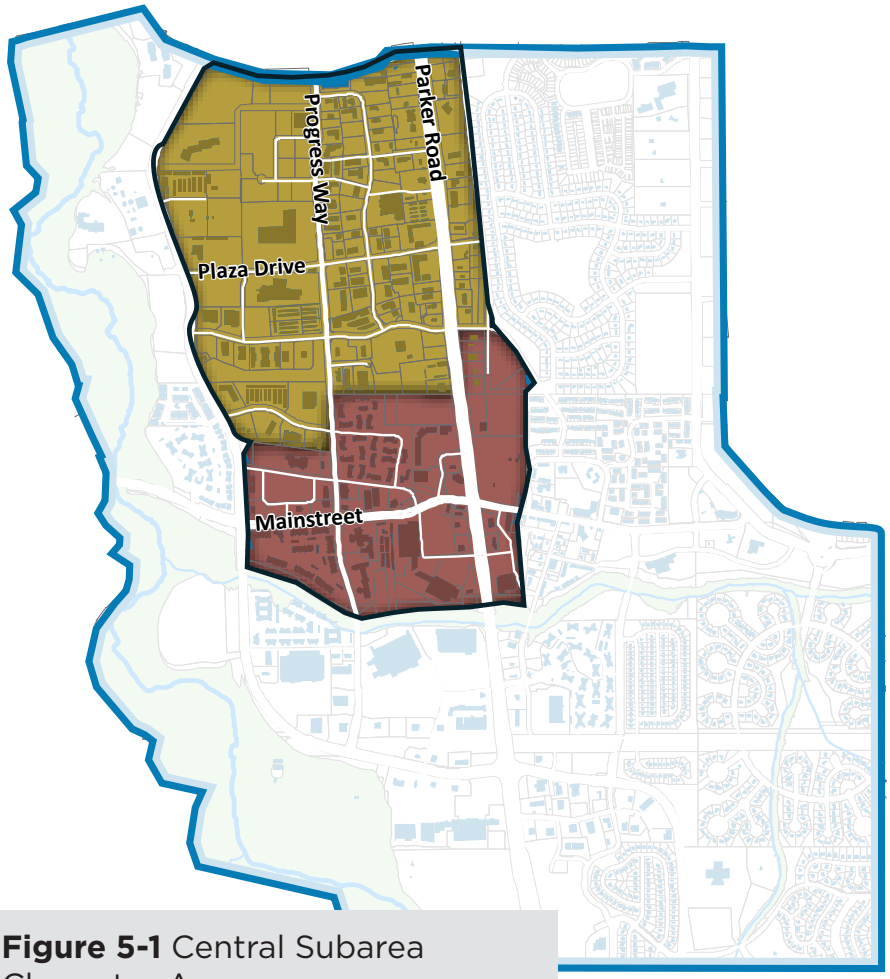


Figure 5-1 Central Subarea Character Areas

Central Commercial and Employment Character Area

This character area is generally bound by Lincoln Meadows Parkway / Parkglenn Way on the north, Twenty Mile on the West, Parker Road on the east, and the Town's Greater Downtown Zone District on the south.

The *2035 Master Plan* shows this area is evolving into a commercial along Parker Road and a light industrial employment area along Progress Lane and Dransfeldt Road.

Western Downtown Character Area

This character area is generally bound by the J.S. Parker Cemetery / Longs Way on the north, Twenty Mile on the west, Longs Way / O'Brien Park on the east, and Sulphur Gulch on the south.

The *2035 Master Plan* shows this area evolving into a central commercial area as well as the downtown Mainstreet Master Plan area.

02 | TRANSPORTATION PRIORITIES

Transportation priorities within the central subarea:

- Identify and commit to context sensitive multimodal operational and safety improvements to the Mainstreet and Parker Road intersection
- Increase local street connectivity, public access, and street upgrades to more equitably distribute traffic in the corridor
- Improve access management along Parker Road.

A new three-quarter movement intersection is proposed for the Parker Road and Mountain Man Road to increase access to the central commercial and employment character area and minimize driveway cuts along Parker Road. Two alternative intersection configurations -- a grade-separated diamond intersection with roundabouts -- and an at-grade off-set left CFI are proposed for the Mainstreet and Parker Road intersection.

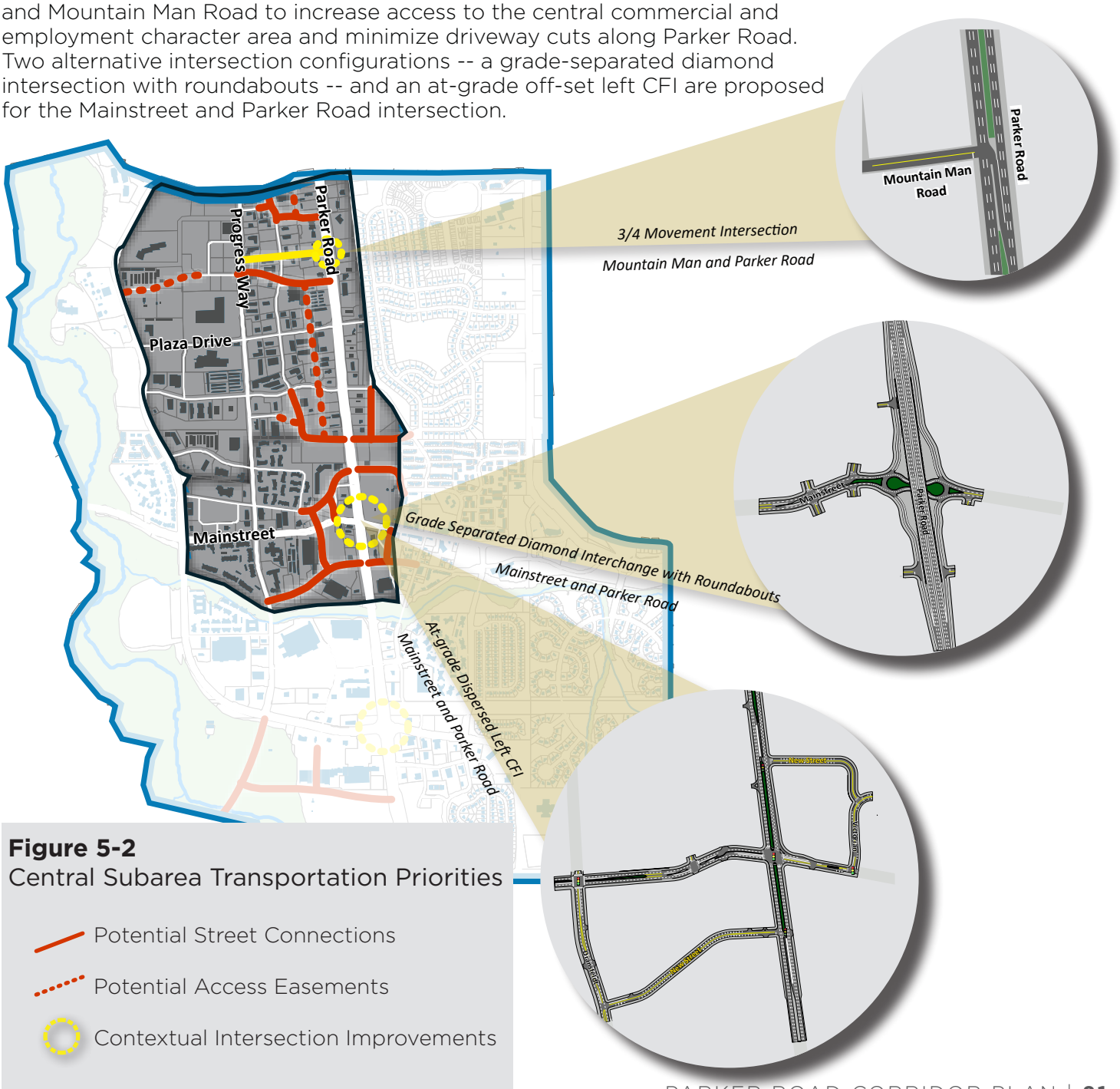


Figure 5-2
Central Subarea Transportation Priorities

Potential Street Connections

Potential Access Easements

Contextual Intersection Improvements

03 | CENTRAL COMMERCIAL AND EMPLOYMENT CHARACTER AREA

The *2035 Master Plan* identifies two land use character areas within this portion of the Corridor. Proposed transportation improvements and parcel sizes suggest additional land uses are needed to match market opportunities presented in Chapter 3. Four proposed land uses are recommended within this character area and are shown in Figure 5-30.

Light Industrial. The existing light industrial area should be reduced in size to cover the area bound by Lincoln Meadow Parkway, Twenty Mile Road, Dransfeldt Road, and the Town's Greater Downtown Zone District. The larger parcel sizes located there can better accommodate the larger building floor plates associated with both light industrial and flex office spaces intended for this area.

Light Industrial / Business Commercial (New). A new land use category which combines smaller light industrial and flex office uses with related business services and commercial activities is recommended for properties located east of Dransfeldt Road and along Progress Lane. Properties within this area are smaller and have improved access to Parker Road when compared to properties located west of Dransfeldt Road. The mix of land uses in this area would be more expansive than those encouraged in the light industrial area, similar to those currently located along Plaza Drive east of Dransfeldt Road.

Central Commercial. The central commercial area of the corridor is recommended to be reduced in size to reflect smaller properties and mid-block location for parcels fronting the west side of Parker Road. The smaller properties and limited access to Parker Road reduce the retail opportunities of these properties. Improved cross-access to nearby side streets is needed to facilitate redevelopment of these parcels into more compatible office and commercial activity.

Central Commercial Center (New). A new land use category is recommended to permit higher intensity development for land uses than allowed in *the 2035 Master Plan.* These center areas are identified as "soft-parcels" in the economic analysis and are adjacent to existing activity centers with east-west access. Two of these centers are recommended in the Corridor. Both centers are located west of Parker Road. One is between Mountain Man Road and Parkglenn Way. The other is located between the J.S. Parker Cemetery and Longs Way. Higher intensity commercial mixed-use development is suggested with up to 25% of the total be residential by-right to facilitate redevelopment within these centers.

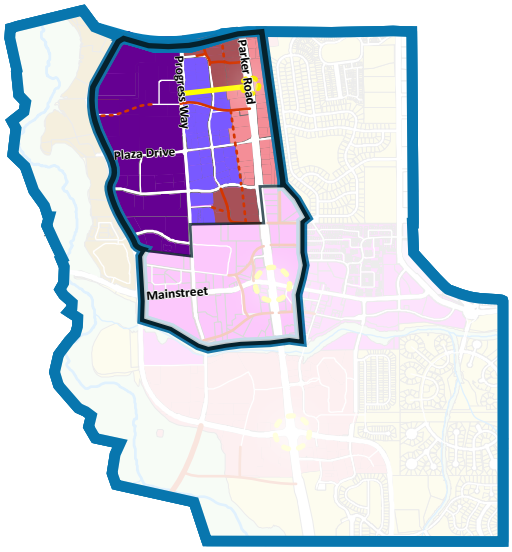


Figure 5-3 Proposed Transportation and Land Use Improvements

- Central Subarea / Focus Area
- New Street / Public Access
- Proposed Roadway Upgrades
- Contextual Intersection Improvements
- Light Industrial
- Light Industrial / Business / Commercial
- Central Commercial
- Central Commercial Center
- Mainstreet Master Plan Area

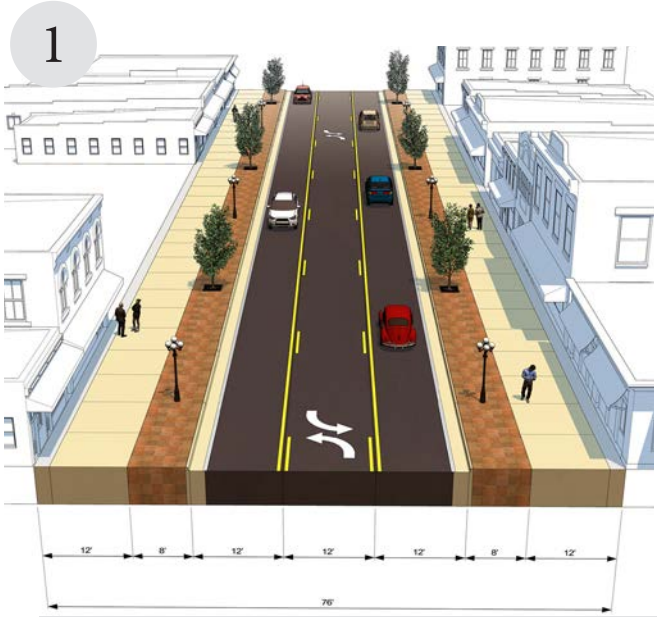


Figure 5-4 Proposed New Street Cross-Section shown in the urban design illustrative

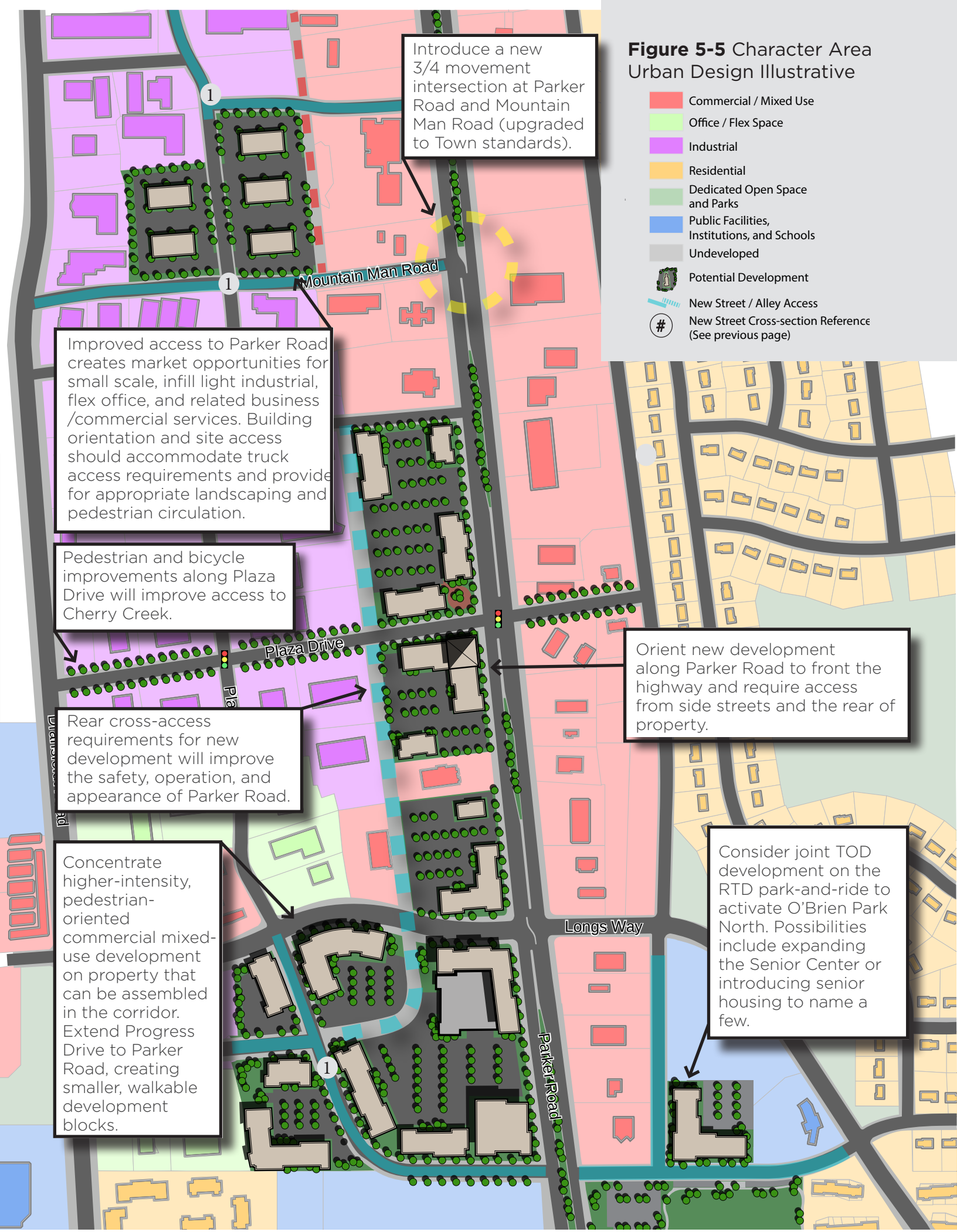


Figure 5-5 Character Area Urban Design Illustrative

04 | WESTERN DOWNTOWN CHARACTER AREA

The *2035 Master Plan* identifies two land use categories within this character area: the central commercial and the Mainstreet Master Plan area. The *Mainstreet Master Plan* classifies the Briargate Apartments as central commercial per the *Parker 2035 Master Plan (General Land Use Plan)*. The apartments are congruent to the Mainstreet corridor and disconnected from the central commercial areas within the corridor. This plan recommends the Briargate property be reclassified as Mainstreet Master Plan Area.

There is one recommended land use mix for the character area. Two alternative long-term transportation solutions proposed for the Parker Road and Mainstreet intersection which needs operational improvements to meet the 2040 traffic forecast. Each alternative creates different development scenarios, as illustrated on the following pages.

GRADE-SEPARATED PARKER ROAD AND MAINSTREET (ALTERNATIVE #1)

The proposed diamond interchange with roundabouts at Parker Road and Mainstreet is designed where Parker Road goes over an at-grade Mainstreet. This configuration is required for two reasons:

Drainage. Nearby Sulphur Gulch sits higher than a roadway that could be placed below the elevation of Mainstreet.

Business Access. Mainstreet at-grade minimizes disruption of business access and connections to local streets.

The proposed interchange configuration accommodates future traffic demand while concentrating vehicular movements to a single intersection. The roundabouts minimize vehicular and pedestrian conflicts and provides a landscaped gateway feature for Downtown Parker.

A key feature of this design is the elevated Parker Road and its access implications to the adjoining commercial corners. The elevation of Parker Road creates visual and physical barriers between Parker's historic downtown east of Parker Road and the downtown /Mainstreet area west of Parker Road. The primary access to the adjoining commercial centers continues to come from Mainstreet. However, the secondary access from Parker Road is shifted to the highway's access and egress ramps.

The new private investment anticipated with this interchange alternatives is likely limited to drive-thru related businesses on the properties impacted by the development of the interchange.

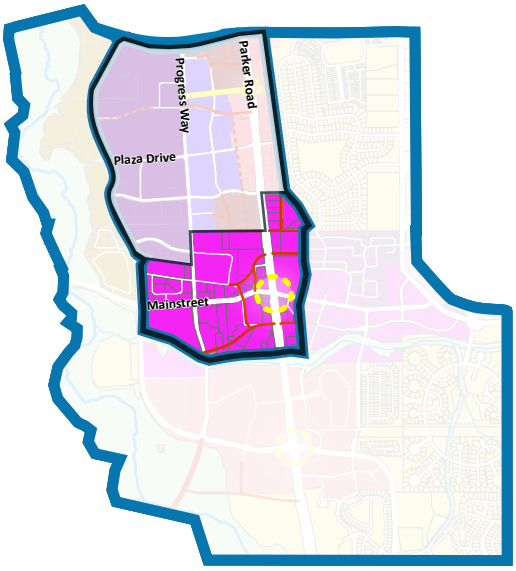
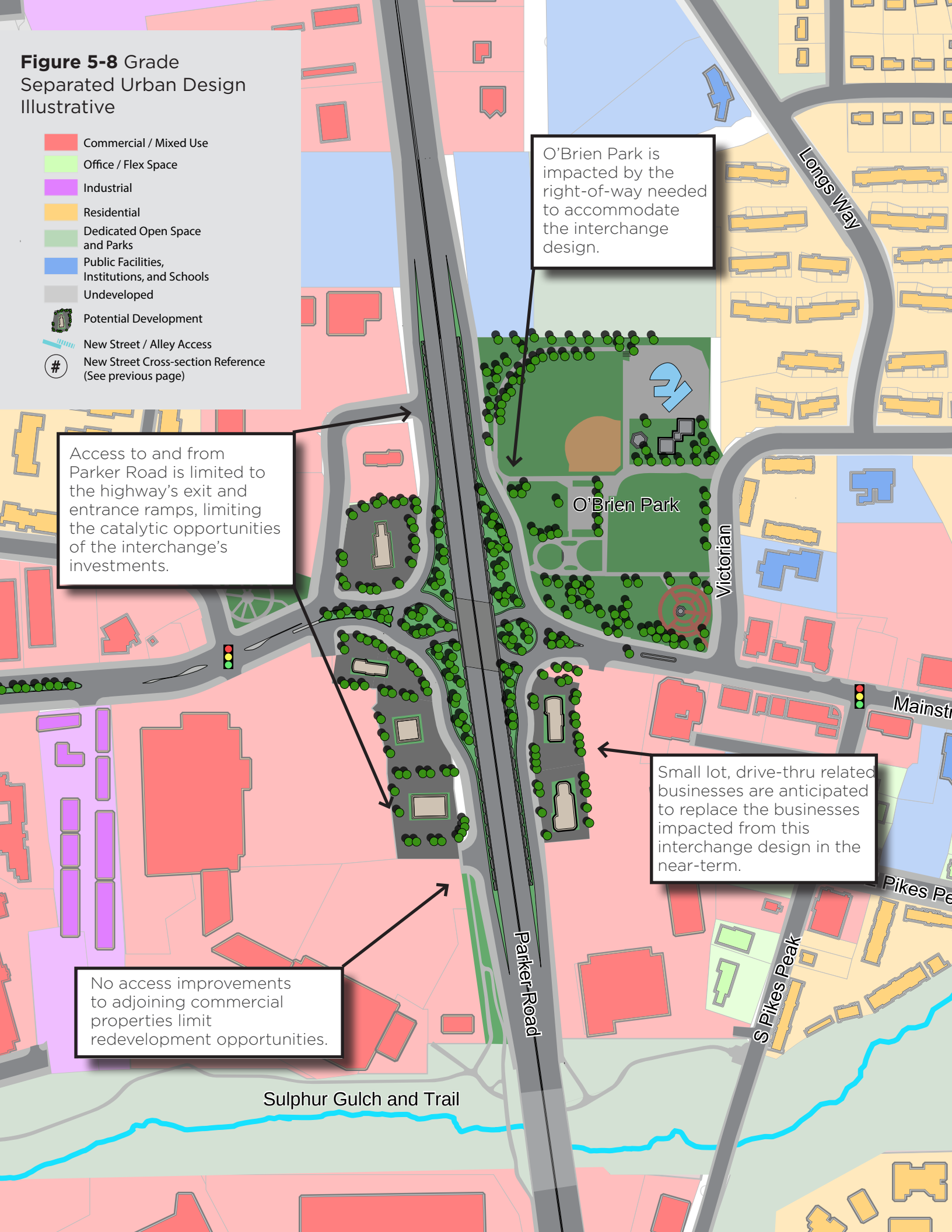


Figure 5-6 Proposed Transportation and Land Use Improvements

- Central Subarea / Focus Area
- New Street / Public Access
- Proposed Roadway Upgrades
- Contextual Intersection Improvements
- Light Industrial
- Light Industrial / Business / Commercial
- Central Commercial
- Central Commercial Center
- Mainstreet Master Plan Area

Figure 5-7 - Visual impacts of a grade separation - A twenty-four-foot-bridge will obstruct views and impact the visual connections east and west of Parker Road.

Figure 5-8 Grade Separated Urban Design Illustrative



GRADE-SEPARATED INTERCHANGE CONSIDERATIONS

There are several variables that should be considered when evaluating alternative intersection designs for the Mainstreet and Parker Road intersection, these include: traffic operations, project costs, required right-of-way, business impacts, economic impacts, impacts on O'Brien Park, redevelopment potential and catalytic opportunities, compatibility with community character, and project implementation.

The complete analysis summarized on this page was gathered from three separate reports that Kimley Horn and EPS developed. These are reports included in the appendix on this Plan.

Traffic Operations: The grade-separated diamond intersection with roundabout provides the highest traffic level of service between the two alternatives since it allows Parker Road to operate in a free-flow condition.

Construction Costs: This investment is costly. The grade-separated alternative is expected to cost approximately $43 million in current dollars.

Property and Business Impacts: This alternative impacts fewer businesses than the at-grade alternative. However, there are full-acquisitions anticipated with this alternative where there are no full-acquisitions anticipated with the at-grade alternative. As a result, there are more negative economic impacts expected on the Town with the grade separated solution.

The physical impacts on O'Brien Park are more significant with this alternative and the long-term redevelopment opportunities within the corridor are expected to be low. The grade-separated solution fails to improve property access to the adjoining commercial centers. Furthermore, the monies used for this investment are not expected to catalyze new development because the improvements are generally concentrated within the right-of-way of Parker Road.

Lastly, while the design, right-of-way acquisition, utility relocation, and construction would follow traditional practices, the feasibility of implementing this investment may be challenging. This alternative will require partnerships with Douglas County, CDOT, and the Denver Regional Council of Governments (DRCOG) to finance the project. The project's high cost and comparable traffic benefits, such as reduction of delay, may not compete well with other projects for regional and federal funding assistance.

DIAMOND INTERCHANGE WITH ROUNDABOUT	
2040 AM Peak Hour (Delay)	LOS A - (6.5s)
2040 PM Peak Hour (Delay)	LOS B - (10.2s)
Cost	$42,990,000
Required ROW	259,270 sf
Businesses Impacted	7
Economic Impacts (Annual Tax Loss)	$371,000
Impacts on O'Brien Park and (The Park's Expansion)	Negative (None)
Redevelopment Potential (Catalytic Influence)	Low (Low)
Community Character	Less consistent. Incompatible with adjacent land uses and community vision
Implementation	Financially difficult and less competitive

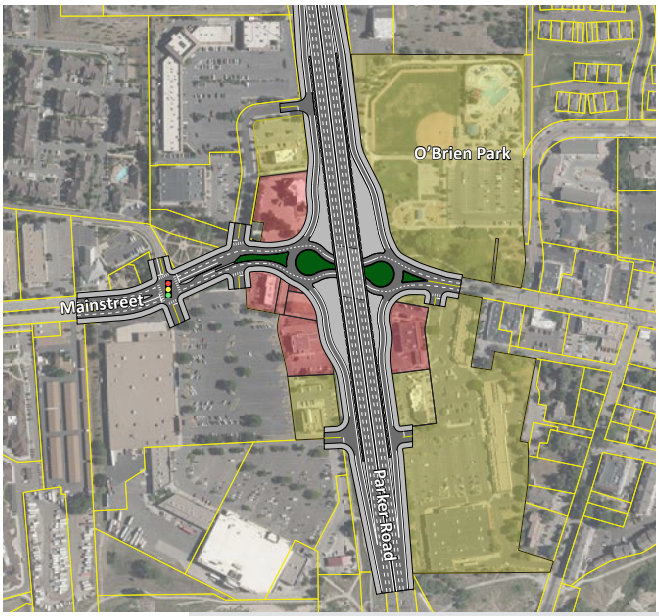


Figure 5-9 Mainstreet Grade-Separated Intersection

Partial Acquisition

Complete Acquisition

Figure 5-10 Properties Impacted - Likely impacted parcels with a grade-separated diamond interchange with roundabouts at Mainstreet and Parker Road (Alternative 1).

Figure 5-11 Future Redevelopment - Anticipated redevelopment with the grade-separated diamond interchange with roundabouts at Mainstreet and Parker Road.

AT-GRADE PARKER ROAD AND MAINSTREET (ALTERNATIVE #2)

The proposed displaced left CFI intersection at Parker Road and Mainstreet is designed to shift Parker Road's left-turning traffic one block before (near-term) and one block after (long-term) Mainstreet. This shift of the left-turn traffic will add approximately 30% of additional vehicle capacity while reducing conflicts and improving the aesthetics and pedestrian experience at the intersection.

This configuration will accommodate anticipated 2040 traffic volumes while also improving access to Downtown Parker, both east and west of Parker Road. The Parker Road Median at Mainstreet would be converted to a landscaped-enhanced pedestrian crossing.

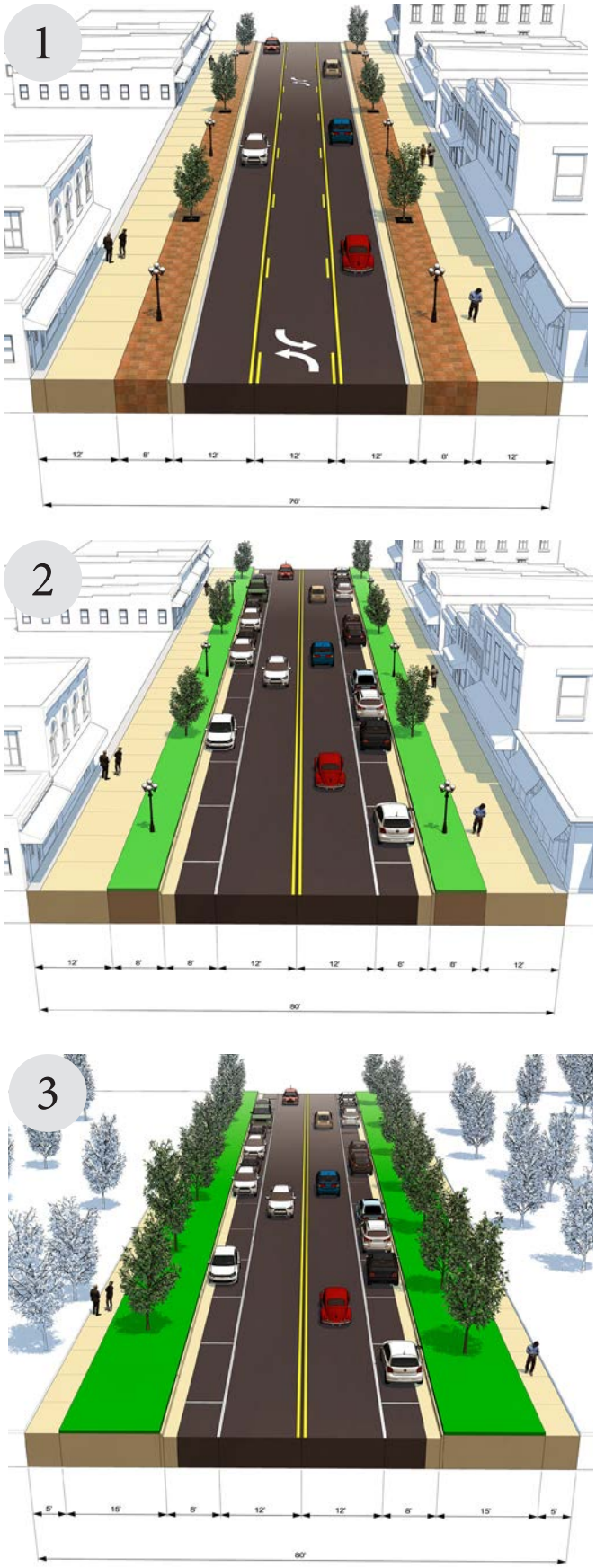
A key feature of this design is the displacement of left-turns to new local street connections which connect to Dransfeldt Road and Victorian Drive (near-term) and Stage Run Road and Pikes Peak Avenue (long-term).

The at-grade configuration creates visual connections between Parker's historic downtown and the western portions of the Town's Greater Downtown District. The primary access to the adjoining commercial centers continues to come from Mainstreet. However, the secondary access from Parker Road is enhanced through the introduction of signalized 3/4 movement intersections, where currently right-in-right-out movements are allowed.

Significant new private investment is anticipated with this interchange configuration when compared to Alternative 1. Existing businesses would have improved access over what exists today, and overtime, as they redevelop would naturally become an extension of Parker's Downtown environment.

Figure 5-13 Visual Impacts of an at-grade CFI - There are no view or visual impacts associated with this alternative.

Figure 5-12 Proposed New Street Cross Sections



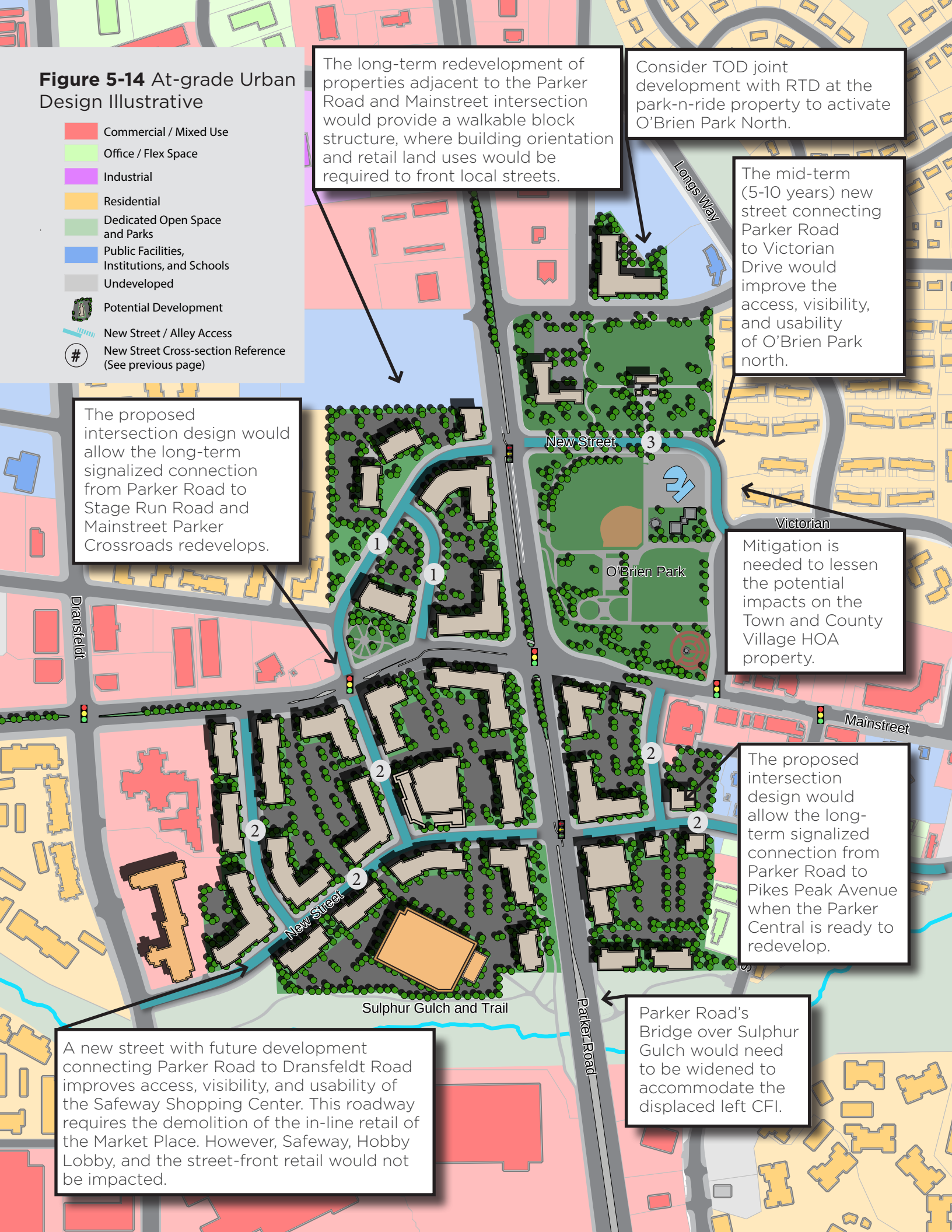


Figure 5-14 At-grade Urban Design Illustrative
Commercial / Mixed Use
Office / Flex Space
Industrial
Residential
Dedicated Open Space and Parks
Public Facilities, Institutions, and Schools
Undeveloped
Potential Development
New Street / Alley Access
New Street Cross-section Reference (See previous page)
The long-term redevelopment of properties adjacent to the Parker Road and Mainstreet intersection would provide a walkable block structure, where building orientation and retail land uses would be required to front local streets.
Consider TOD joint development with RTD at the park-n-ride property to activate O'Brien Park North.
Longs Way
The mid-term (5-10 years) new street connecting Parker Road to Victorian Drive would improve the access, visibility, and usability of O'Brien Park north.
The proposed intersection design would allow the long-term signalized connection from Parker Road to Stage Run Road and Mainstreet Parker Crossroads redevelops.
New Street
3
Victorian
O'Brien Park
Mitigation is needed to lessen the potential impacts on the Town and County Village HOA property.
1
1
Dransfeldt
Mainstreet
2
2
2
2
The proposed intersection design would allow the long-term signalized connection from Parker Road to Pikes Peak Avenue when the Parker Central is ready to redevelop.
New Street
Sulphur Gulch and Trail
Parker Road
Parker Road's Bridge over Sulphur Gulch would need to be widened to accommodate the displaced left CFI.
A new street with future development connecting Parker Road to Dransfeldt Road improves access, visibility, and usability of the Safeway Shopping Center. This roadway requires the demolition of the in-line retail of the Market Place. However, Safeway, Hobby Lobby, and the street-front retail would not be impacted.

AT-GRADE INTERSECTION CONSIDERATIONS

The implementation of this at-grade alternative is complex and likely to occur in the mid-term (5-10 Years). While the design, right-of-way acquisition, utility relocation, and construction could follow traditional practices, the project's catalytic redevelopment opportunities suggest private partnerships with adjoining commercial land owners are needed for a successful implementation.

Traffic Operations: The at-grade displaced left CFI intersection provides a high overall traffic LOS B for Parker Road.

Construction Costs: The project is expected to cost approximately $11 million in current dollars.

Property and Business Impacts: The number of properties impacted are higher with this alternative; however, there a far few properties needing full acquisition. Right-of-way impacts are lower, and the economic impacts are expected to be less impactful when compared to the grade-separated alternative.

There are no physical impacts anticipated on O'Brien Park. However, the proposed intersection design requires right-of-way from the area proposed for the park's expansion. The property needed for the intersection design in O'Brien North is sloped and isolated from the usable portions of the park's expansion. The proposed intersection design requires acquisition of property between O'Brien Park North and Parker Road. The acquisition of this property will benefit O'Brien Park's expansion by improving access to Parker Road and providing land which increase the size of usable land for expansion.

This alternative does likely impact a sliver of undeveloped land owned by the Town and Country Village Home Owner's Association (HOA). No residential units are expected to be impacted. While travel speeds in this location are not expected to be above 25 mph, mitigation is recommended.

Redevelopment opportunities within the Corridor are expected to be high. The solution improves property access to each adjoining commercial center. The project is expected to catalyze new development because the improvements are distributed throughout Downtown and not concentrated along Parker Road.

Partnerships with Douglas County, CDOT, and the DRCOG and the P3 Urban Renewal Authority to finance the project are needed. However, the lower cost of the investment, economic opportunity, and comparable traffic benefits make it more competitive with other projects for competing regional and federal funding assistance.

CFI - DISPLACED LEFT

2040 AM Peak Hour (Delay)	LOS B - (10.4s)
2040 PM Peak Hour (Delay)	LOS B - (17.1s)
Cost	$10,260,000
Required ROW	211,075 sf
Businesses Impacted	13
Economic Impacts (Annual Tax Loss)	$179,000
Impacts on O'Brien Park and (The Park's Expansion)	None (improves access)
Redevelopment Potential (Catalytic Influence)	High (High)
Community Character	More consistent. Compatible with adjacent land uses and community vision
Implementation	Financially feasible and more competitive

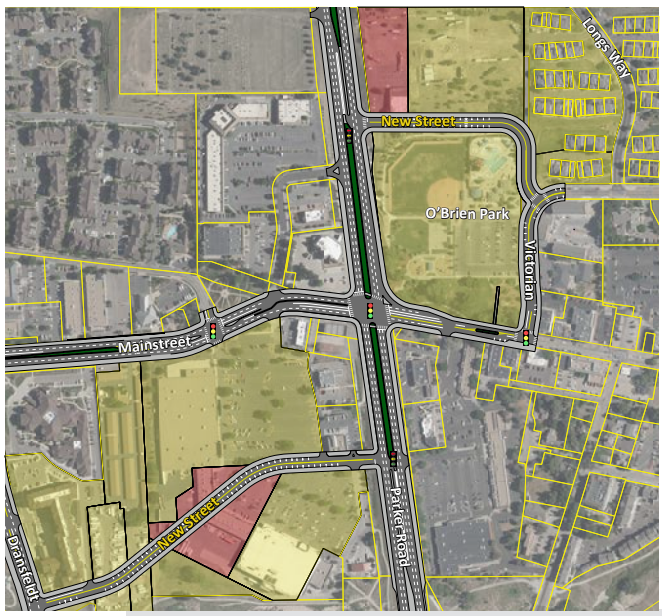


Figure 5-15 Mainstreet At- Grade Intersection

Partial Acquisition

Complete Acquisition

Figure 5-16 Properties Impacted - Likely impacted parcels with an at-grade dispersed left CFI intersection for Parker Road and Mainstreet (Alternative 2).

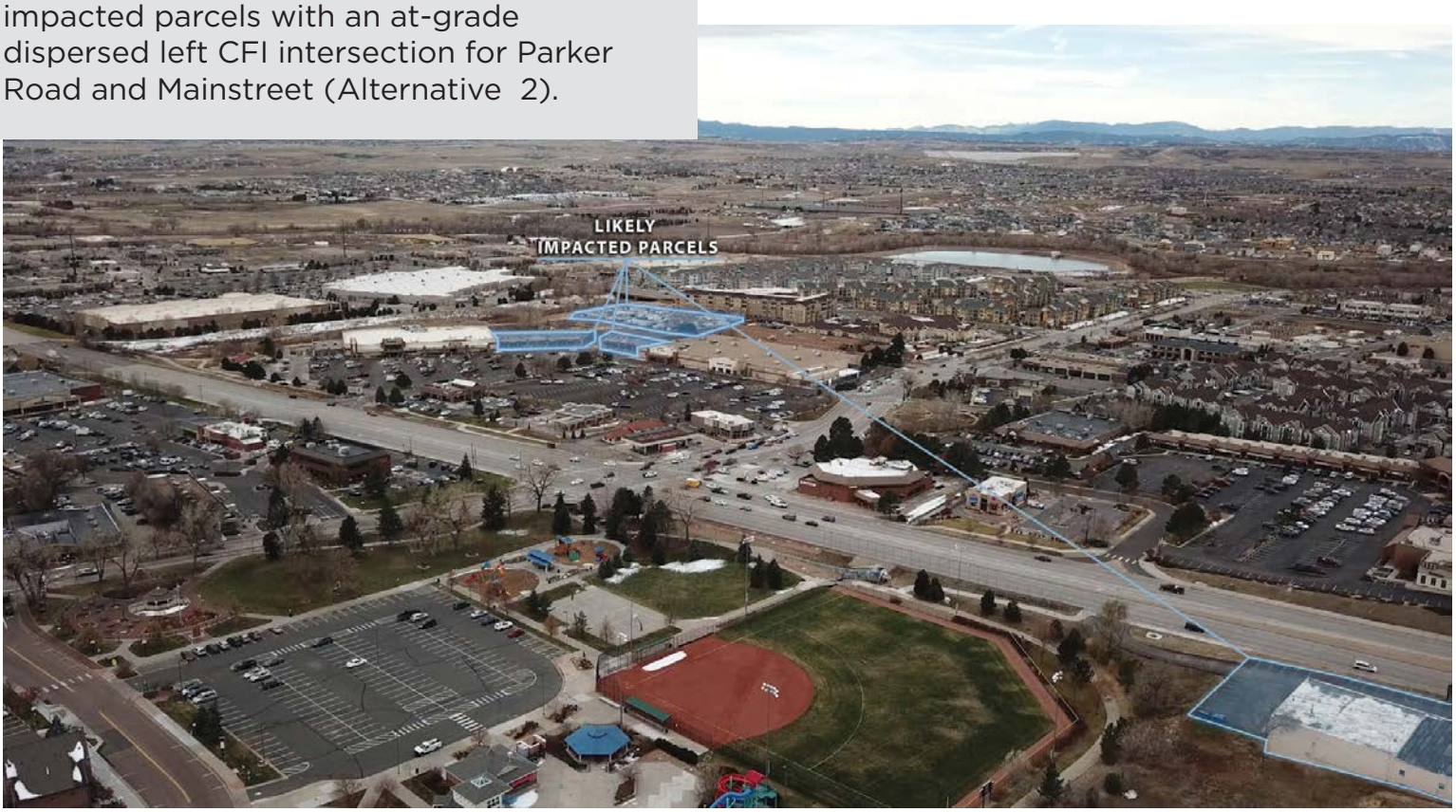


Figure 5-17 Future Redevelopment - Anticipated redevelopment with the at-grade dispersed left CFI intersection for Parker Road and Mainstreet.

Figure 5-18 Parker Road and Mainstreet at-grade dispersed left CFI and anticipated long-term redevelopment of the Parker's Greater Downtown District. This alternative provides minimal community impacts with tremendous long-term benefits.

05 | RECOMMENDATIONS AND NEEDED ACTIONS

This chapter sets forth an integrated land use and transportation vision for the future of the central subarea of the Parker Road Corridor. The recommendations and actions highlighted in this Focus Plan are intended to illustrate the physical and regulatory changes needed to ensure the vision can be accomplished by the Town, CDOT, and the private sector.

Parker Road improvements and an improved Town street network will dictate the success and failure of the corridor vision. Land use regulations can be changed to allow the specific elements of the vision to be constructed; however, without the needed transportation investments to Parker Road and enhanced regional and local street connectivity, the envisioned land use components of the Plan will likely not materialize.

On-going collaboration and coordination is needed internally between municipal departments and externally with CDOT and Douglas County to implement this Plan's the transportation components. Doing nothing is not a sustainable strategy for the Town of Parker. Local and regional growth and its anticipated traffic impacts on the corridor in the long-term will be create an untenable challenge to the corridor's continued economic growth and evolution as envisioned in the ***Parker 2035 Master Plan***

Parker Road Improvements

Proposed Parker Road improvements comply with the Town's Transportation Master Plan and its Complete Streets Policy. Three proposed changes are identified for Parker Road within the Central Subarea of the corridor:

	GRADE SEPARATED SOLUTION (DIAMOND INTERCHANGE W/ ROUNDABOUTS)	**AT-GRADE SOLUTION (O'BRIEN PARK) (CFI W/ DISPLACED LEFTS)**	**AT-GRADE SOLUTION (LONGS WAY) (CFI W/ DISPLACED LEFTS)**
2040 AM LOS (Delay)	LOS A - (6.5s)	LOS B - (10.4s)	LOS B - (10.4s)
2040 PM LOS (Delay)	LOS B - (10.2s)	LOS B - (17.1s)	LOS B - (17.1s)
Cost	$42,990,000	$10,260,000	$6,888,000
Required ROW	259,270 sf	211,075 sf	121,840 sf
Businesses Impacted	7	13	11
Economic Impacts (Annual Tax Loss)	$371,000	$179,000	$179,000
Impacts on O'Brien Park (Park Expansion)	Impacts Parker Road Frontage (None)	None (Improves Access)	None
Redevelopment Potential (Catalytic Influence)	Low (Low)	High (High)	Medium (Low)
Community Character	Less consistent, incompatible with adjacent land uses/community vision	More consistent, compatible with adjacent land uses/community vision	Less consistent, compatible with adjacent land uses/community vision
Implementation	Financially difficult and less competitive	Financially feasible and more competitive	Financially feasible and more competitive
Community Engagement	More Feedback is Needed	More Feedback is Needed	More Feedback is Needed

Higher performing-alternative | Objectively neutral, additional community engagement needed | Lower-performing alternative

Figure 5-19 Parker Road and Mainstreet Intersection Evaluation.

- Update the SH 83 (Parker Road) CDOT Access Plan which should include requiring the development of a parallel rear public access, which will minimize private driveways and access to Parker Road
- Allow public street connections with right-in-right-out access to Parker Road. Allow an unsignalized northbound 3/4 movement to an extended Mountain Man Drive intersection with Parker Road
- Most importantly, commit to the planning and design of the Parker Road and Mainstreet intersection

These fundamental changes to Parker Road within the Central Subarea are necessary to achieve the Corridor Vision and Goals to:

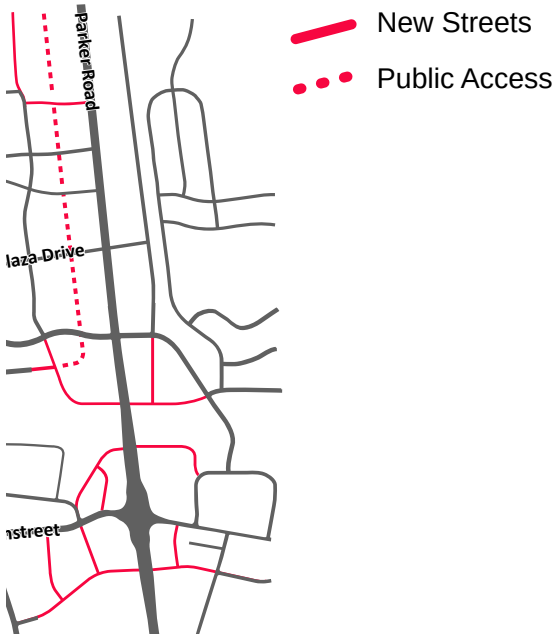
- Provide context-appropriate gateway into and through the Town of Parker
- Support development that is diverse, sustainable, and economically viable
- Maximize safety and efficiency of operations
- Be the economic spine for the Town of Parker which connects the eastern and wester portions of Downtown
- Interconnect the Town's multimodal network

Based on the analysis and feedback gathered through this corridor planning effort, the at-grade solution, or a variant of it, appears to be the appropriate and practical solution to meet CDOT traffic operational requirements, strengthen the Town's land use and community character goals, and adhere to the fiscal realities of both agencies. However, further evaluation and community engagement is needed to finalize a preferred alternative.

A more detailed planning, preliminary design, environmental assessment with further community dialog is recommended to fully vet the alternatives and allow the Town and CDOT to commit to a final recommendation. The recommended additional analysis will:

- Clarify the design requirements of each alternative
- Properly document potential impacts for a robust community discussion
- Ensure the preferred alternative advances the Town's vision for Downtown as expressed in the Mainstreet Master Plan
- Ensure the preferred alternative competes well for federal funding assistance

Figure 5-20 Central Subarea's Recommended Street Network



Street Network and Connectivity

Improved regional and local street network is also needed to ensure the success of the land use changes proposed in this document. The proposed extensions of the Dransfeldt Road to Motsenbocker Road and Pine Drive to Aurora Parkway are regionally significant investments which will directly assist Parker Road in managing future transportation demand in the corridor. The local street connections and public access identified in Figure 5-47 are critical to ensuring the safe operation of Parker Road and effectively distributing traffic for the continued redevelopment of the corridor

Right-of-way requirements for the Parker Road and Mainstreet intersection can be reserved through the Town's land development regulations. However, the Town and CDOT

before requiring private landowners to contribute to the intersection's right-of-way when their properties redevelop.

The recommended final planning effort, preliminary design and environmental assessment of the Parker Road and Mainstreet intersection will provide regulatory clarity that the Town and CDOT would need to ensure the preferred intersection alternative's right-of-way is protected within the Town's development regulations.

The Town's Community Development Department can also update its land development requirements to ensure the recommended local street network and public accesses are developed concurrent with private investment. The proposed street network works with all Parker Road and Mainstreet intersection alternatives.

Land Use Modifications

Recommended land use modifications in this Corridor Plan incorporate the community's vision for a more walkable downtown and diversified land use mix along Parker Road. For the purposes of describing the land use recommendations, the Central Focus Area has been subdivided into five-character areas (***the 2035 Master Plan*** currently identifies three). Each character area's defining features are shown in figure 5-48 and summarized in Figure 5-49 on the following page.

STREET DESIGN AND BLOCK STRUCTURE

Block size is a key defining feature of community character. Smaller block sizes create smaller properties and ultimately smaller building footprints. Smaller block sizes are generally found in more walkable communities, while larger block sizes are found in areas where properties and building footprints are larger and walking is less important.

It is recommended the Town of Parker incorporate block size standards for various land uses within the Parker Road Corridor. The regulation of streets (their functional classification, their design characteristics, and the resulting block size) is one of the first factors that should be considered when updating development regulations.

Of the character areas identified within the Parker Road Corridor, larger block structures and more balanced street designs are encouraged in less active and more employment based areas of the corridor, while smaller block sizes and more walkable street designs are recommended in the more mixed use and active areas.

MIXTURE OF LAND USES

The mix of land uses allowed are influenced by their access, the dimensions of their property parcels, compatibility with adjacent land uses, and the economic opportunities the market presents. While the existing Planned Development (PD) zoning district of the Town allows a wide variety of land uses, it is recommended the Town restrict allowed land uses to match the accessibility and size of parcels in the corridor, be compatible with adjacent land uses, and consistent with market realities.

This Plan recommends restricting allowed land uses to employment-oriented activity within the light Industrial and commercial character areas.

More diversified land uses, including residential, are recommended for the more active areas east of Dransfeldt Road and along Parker Road.

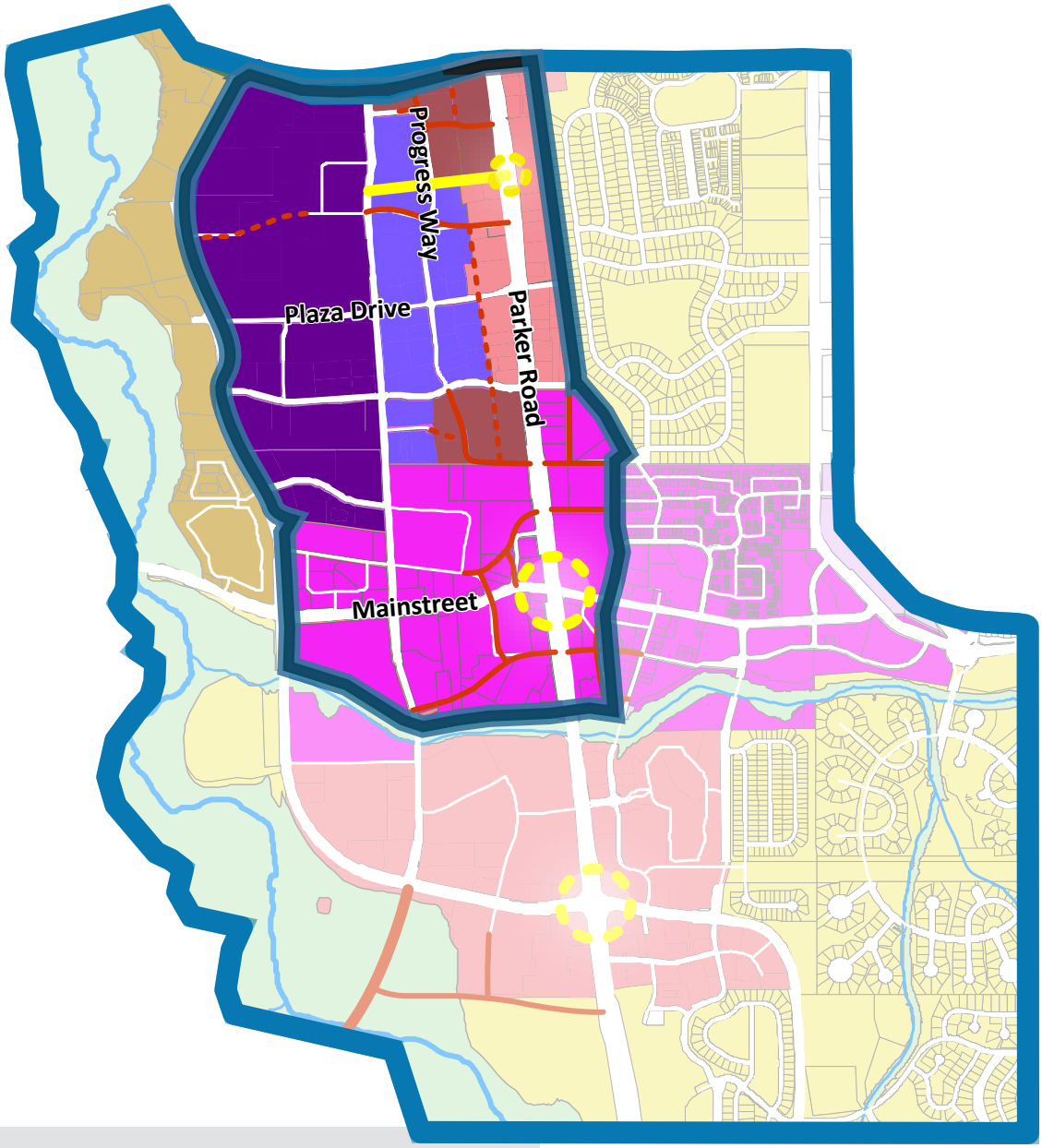


Figure 5-21 Recommended Land Uses

- Central Subarea / Focus Area
- New Street / Public Access
- Proposed Roadway Upgrades
- Contextual Intersection Improvements
- Light Industrial
- Light Industrial / Business / Commercial
- Central Commercial
- Central Commercial Center
- Mainstreet Master Plan Area

FLOOR AREA RATIO (FAR) AND BUILDING HEIGHTS

FARs regulate density and building heights regulate building bulk and character within a development. For instance, an FAR of 1 allows a building the size of the property to be built. An FAR of .5 allows a building half the size of the property to be built. Traditional development on Parker Road is built at an FAR of approximately .25. Buildings in Downtown Parker have higher FARs.

Building heights define how tall a building can be built. It is recommended lower FARs and low building heights be allowed in the light industrial and commercial areas of the corridor, while higher FARs and higher building heights be allowed in the Central Commercial Center and the Downtown/ Mainstreet Overlay.

It is important to establish consistent yard and bulk standards (i.e. building placement requirements setbacks, parking requirements, and design guidelines) along Parker Road which define a Town of Parker aesthetic and create predictable and compatible built environment for existing businesses and future investors in the corridor.

Development incentives are also recommended to allow the Town Council to negotiate for better development and reward the development community for providing needed community amenities such as higher employment, quality design, and exceptional public spaces. The specific community-negotiated benefits should be determined upon the update to the Town's zoning ordinance. Figure 5-50 illustrates one possible built-out scenario for the Central Subarea of the Parker Road Corridor.

Figure 5-22 Recommended Land Use's and Their Defining Features

CHARACTER AREA	STREET DESIGN & BLOCK SIZE	MIX OF USES	FAR / BUILDING HEIGHTS	SPECIAL CONSIDERATIONS
Light Industrial	Balanced 800'- 1000'	Light Industrial and Office Mix	.25 FAR min. 2 floor max	None
Light Industrial /Business	Balanced 400'- 800'	Non-Residential Mix	.25 FAR min. 2 floor max.	Commercial uses cannot exceed 25% of development. Limit sensitive land use receptors.
Central Commercial	Balanced 400'- 600'	Office and Commercial Mix	.3 FAR min. 3 floor max.	None
Central Commercial Center	Walkable 400'- 600'	Office, Commercial, and Residential Mix	.5 FAR min. (max 5 floors) (+2 floors if community benefits are provided)	Commercial or office ground floor uses required for properties facing Parker Road. Residential development allowed if included within a phased master development and it does not exceed 25% of development.
Downtown / Mainstreet Master Plan Area	Walkable 400'- 600'	Office, Commercial, and Residential Mix	.5 FAR 4 floor max (+1 floor if community benefits are provided)	Retail ground floor uses encouraged for properties on streets with parking and required within 500' of the Mainstreet and Parker Road intersection. Commercial or office ground floor uses required for properties facing Parker Road and Mainstreet. Residential development allowed if included within a phased master development and it does not exceed 25% of development.

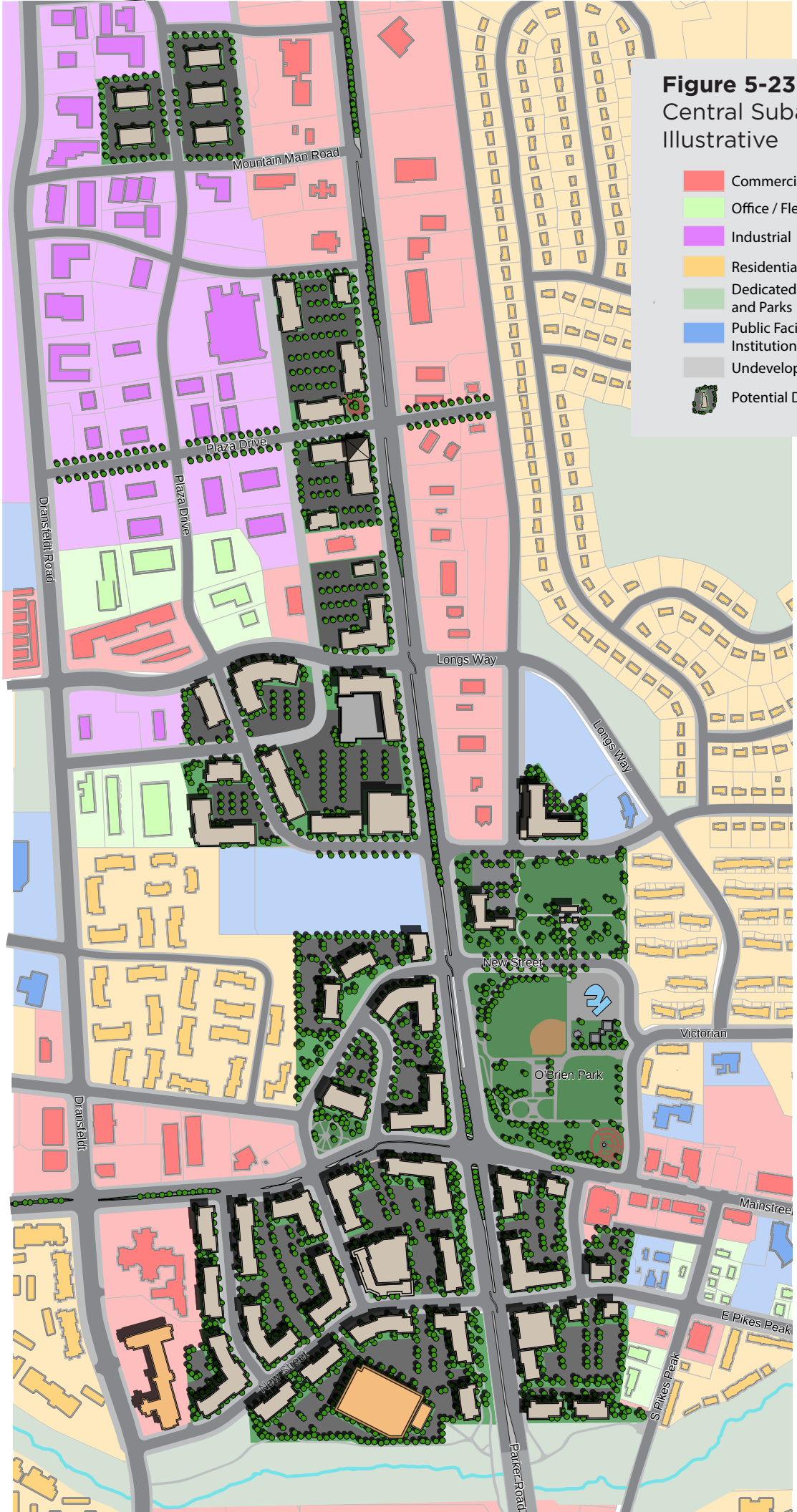


Figure 5-23
Central Subarea
Illustrative

- Commercial / Mixed Use
- Office / Flex Space
- Industrial
- Residential
- Dedicated Open Space and Parks
- Public Facilities, Institutions, and Schools
- Undeveloped
- Potential Development

06

MPLEMENTATION

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01 | INTRODUCTION

The transformation of the Parker Road Corridor as framed by the *Parker 2035 Master Plan* and refined through this Corridor Plan will occur incrementally over many years. Success will come from ongoing coordination between the Town of Parker (Town) and regional partners including:

- Colorado Department of Transportation (CDOT)
- Denver Regional Council of Governments (DRCOG)
- Douglas County
- E-470 Public Highway Authority
- Regional Transportation District (RTD)

This partnership will create a more predictable regulatory and public infrastructure framework for the development community.

The implementation plan outlines proposed strategies and actions that can be immediately approved and implemented as part of the Corridor Plan's adoption. It also outlines additional strategies and actions that will be decided on a case-by-case basis after the public has had an opportunity to provide further input. Finally, as the corridor continues to evolve, unforeseen opportunities and challenges will arise. The implementation plan is a living document that must be updated periodically by the Town and CDOT to reflect the progress made, consider additional strategies and actions, and react and respond to unforeseen opportunities and challenges.

02 | LAND USE POLICY AND ZONING CHANGES

The Community Development Department will provide the policy basis (primarily through this plan), the oversight and some initial planning for infrastructure improvements for the implementation of the plan. However, major changes to the corridor will become evident only as private investment begins to fill in the framework that the community and the Town of Parker have laid out in the plan. The proposed land uses for the corridor reflect a fine-tuning of the community vision outlined in the *Parker 2035 Master Plan* and the recently adopted *Mainstreet Master Plan*. The suggested changes create a more precise land use strategy in the location and application of commercial, retail, and industrial opportunities.

Plan Adoption: The Community Development Department, in consultation with the Public Works Department other Town departments, is responsible for the preparation of this plan, and for guiding it through the adoption process.

Update the 2035 Master Plan: Community Development Department also is responsible for initiating and guiding the subsequent update to the 2035 Master Plan for adoption. The update will primarily focus on recommended corridor-wide infrastructure improvements and proposed land use changes within the Central Subarea. The Updated 2035 Master Plan will continue will guide staff, Planning Commission and Town Council through development and rezoning applications.

Zoning Modifications and Land Use Allowances: The Planning Division is responsible for guiding the modifications of land use within the Commercial, Industrial, Planned Development Zone District, and the Greater Downtown District zoning in the Town of Parker's Municipal Code. Suggested changes within the corridor are intended to reduce incompatible land uses and concentrate retail opportunities to nodes within employment areas west of Parker Road. The plan also recommends modifying the ground floor retail requirement along Mainstreet west of Parker Road to include the newly proposed local streets.

Commercial, Industrial, Mixed Use (CIMU) Design Standards Update: The Town's Design Standards and Guidelines supplement the Land Development Ordinance (LDO) regulations, providing additional information for site planning and building design. The Planning Division is currently updating the Design Standards and Guidelines to be adopted and implemented shortly after the adoption of this plan. The revised design standards and guidelines will help the Town further implement the 2035 Master Plan vision for quality building design. The CIMU includes enhanced standards for site and building design, building orientation and composition, access and circulation, and commercial development blocks that connect to the existing street network. These changes will seek to ensure new development is built in a manner consistent with the community vision.

03 | TRANSPORTATION INVESTMENTS

Within this plan is a variety of recommendations to address needs and deficiencies throughout the Parker Road Corridor. Specific recommendations ranging from proposed street network improvements to streetscape and beautification are proposed at the four congested intersections. Specific transportation investments concentrated around the Mainstreet and Parker Road intersection, for example, are proposed for their transportation and mobility benefits, as well as their anticipated catalytic effect on economic development opportunities.

Many improvements to Parker Road and its parallel roads will have to be publicly financed. The scale of these larger investments will require additional partnership with Douglas County and federal transportation dollars available through DRCOG Transportation Improvement Program (TIP). Most improvements in the corridor may not occur until design details are in place and funding is available. As development and redevelopment occurs within the study area, the private sector is responsible for constructing the associated new streets or providing public access easements that are consistent with this Plan and the Town's street design guidelines, incorporating pedestrian and bicycle amenities as appropriate.

PARKER ROAD (SH 83) IMPROVEMENTS

SH 83 is a critical regional highway in the Colorado Front Range. Proposed improvements within the highway's right-of-way will help alleviate traffic in Parker, Douglas County, and the entire Denver and Colorado Springs metropolitan regions. Within the Town of Parker, four key intersections will need improvements over the next 20 years to maintain acceptable traffic levels of service (LOS). Fortunately, improvements in the corridor can be staggered to meet the fiscal

realities of the Town and its partner agencies. This also allows the Town to better compete for federal grant dollars through DRCOG's TIP application process.

Specific projects identified within the Parker Road right-of-way and their corresponding priority order are described below. The Town and Douglas County are encouraged to collaborate in the financing of preliminary design and a Planning and Environmental Linkages study (PEL) or National Environmental Policy Act (NEPA) process, such as an Environmental Assessment (EA) to define the purpose and need for transportation improvements, to better position the project for federal dollars during the DRCOG TIP application process.

Town of Parker and CDOT Access Management Plan and State Highway 83 Intergovernmental Agreement (IGA)

The Parker Road Corridor Plan will contribute directly to an update of the 2004 SH 83 Corridor Optimization Plan and alongside the Parker Road Access Management Plan. This Corridor Plan defines the transportation strategy for Parker Road (SH 83) for the next 20 years and is supported by the Town, CDOT, and Douglas County. The Community Development Department, in collaboration with the Department of Engineering/Public Works, will formalize a new IGA between the Town and CDOT and enforce an updated access agreement through the Town's development review process.

Pine Lane (ultimate) and Lincoln Avenue Phase 1

This operational improvement converts Parker Road's northbound dedicated right-turn lane, between Lincoln Avenue and Pine Lane, to a shared right-turn and through lane. This improvement will allow additional northbound capacity to Parker Road. The project completes the missing segments of Parker Road's southbound right-turn lane while also converting it to a shared right-turn and through lane at Pine Lane. The project will provide the ultimate (long-term year 2040+) improvements to the Pine Lane intersection and phase 1 (mid-term year 2035) improvements to the Lincoln Avenue intersection.

There are few, if any, right-of-way acquisitions anticipated to be required. The project also includes enhanced pedestrian and bicycle mobility and transit accessibility improvements. The project adds a new multi-use path from south of Ponderosa Drive (at the Baldwin Gulch Trail) to Pine Lane and widens the existing narrow attached walkway north of Pine Lane. The project is funded through a partnership with the Town of Parker, CDOT, and DRCOG's TIP funds.

Lincoln Avenue (ultimate)

Operational improvements between Lincoln Avenue and Pine Lane will extend the life of the current Lincoln Avenue intersection with Parker Road through the year 2035. It appears a grade separation of this intersection is needed to maintain acceptable traffic LOS after 2040 as a long-term permanent solution (ultimate). This preliminary design and PEL is anticipated to occur prior to the 2023-2026 DRCOG TIP

application process.

High Plains Trail Connection

This proposed trail improvement and pedestrian overpass provides a critical bicycle and pedestrian connection over Parker Road, connecting **the E-470 Regional Trail to the Cherry Creek Regional Trail.** The pedestrian and bicycle overpass will provide a conflict-free connection for Parker, Douglas County, and Aurora residents to gain access to the Cherry Creek Trail and the rest of the Denver regional trail network. This project is anticipated to be funded through a partnership between Parker, Douglas County, Arapahoe County, E-470 Public Highway Authority, Aurora, Great Outdoors Colorado, and DRCOG multimodal TIP funds.

Mainstreet (Phase 1 and ultimate)

The proposed off-set left intersection configuration at Mainstreet and Parker Road involves publicly financed components in the southwest and northeast quadrants (phase 1) and public/private-funded partnerships for the completion of the southeast and northwest portions of the project (ultimate). While current configuration of the intersection is expected to maintain acceptable traffic LOS through 2030, immediate actions are recommended by the Town to develop regulations and preserve right-of-way for the private sector to react. Documentation for 30% design and PEL for Parker Road, between Longs Way and south of Twenty Mile, is the recommended first action to clearly define the project and make it competitive for federal dollars through the DRCOG TIP application process. This preliminary design and PEL is anticipated to occur prior to the the 2023-2026 DRCOG TIP application process.

Twenty Mile (KOA Annexation)

The Twenty Mile intersection is anticipated to operate at an acceptable LOS through the year 2030. Improved roadway connectivity through the KOA property (south of Twenty Mile) would extend the life of the existing Twenty Mile intersection with Parker Road to the year 2035. The desired connection is expected to be required when the property is annexed and connect a full-movement intersection from the proposed extension of Dransfeldt to a ¾-movement intersection at Parker Road. The desired connection should be required as part of development of the KOA property along with a multi-use path between Hess Road to Twenty Mile, on the west side of Parker Road.

Twenty Mile (ultimate)

The proposed continuous flow intersection, like the off-set left intersection at Mainstreet, involves modest right-of-way acquisitions. Transportation improvements associated with the proposed annexation of the KOA property will extend the life of the Twenty Mile intersection to 2035. As such, the complexities of the intersection suggest further planning action is needed to solidify the Town's and CDOT's commitments. Documentation for 30% design and PEL for Parker Road, between Longs Way and south of Twenty Mile, is the recommended first action to clearly define the project and make it ecompetitive for federal dollars in the DRCOG TIP application process. This preliminary design and PEL is anticipated to occur prior to the 2023-2026 DRCOG TIP application process.

Median Landscape and Streetscape

The existing aesthetic condition of the median and streetscape along Parker Road does not match the community character of Parker. Landscape treatments have been developed for the northern and southern gateways of the community, along with a design concept for the corridor's core area between Lincoln Avenue and Twenty Mile. These streetscape enhancements will need to be funded locally, as they exceed the basic improvements provided by CDOT. Funding could come from a partnership between the Town and P3Parker.

LOCAL STREET CONNECTIVITY

The Plan documents many new local streets and public access easements that must be developed within the Parker Road Corridor as properties develop and redevelop. The purpose is to create a finer network of street connections to reduce property access dependence on Parker Road. Most of these new connections will be regulated by the Town and built with private development. The Town's Planning Division will ensure these new streets and public access easements become a condition of approval for private development. Some of the proposed connections may be beyond the financial resources of a proposed development and may require assistance from the Town to implement.

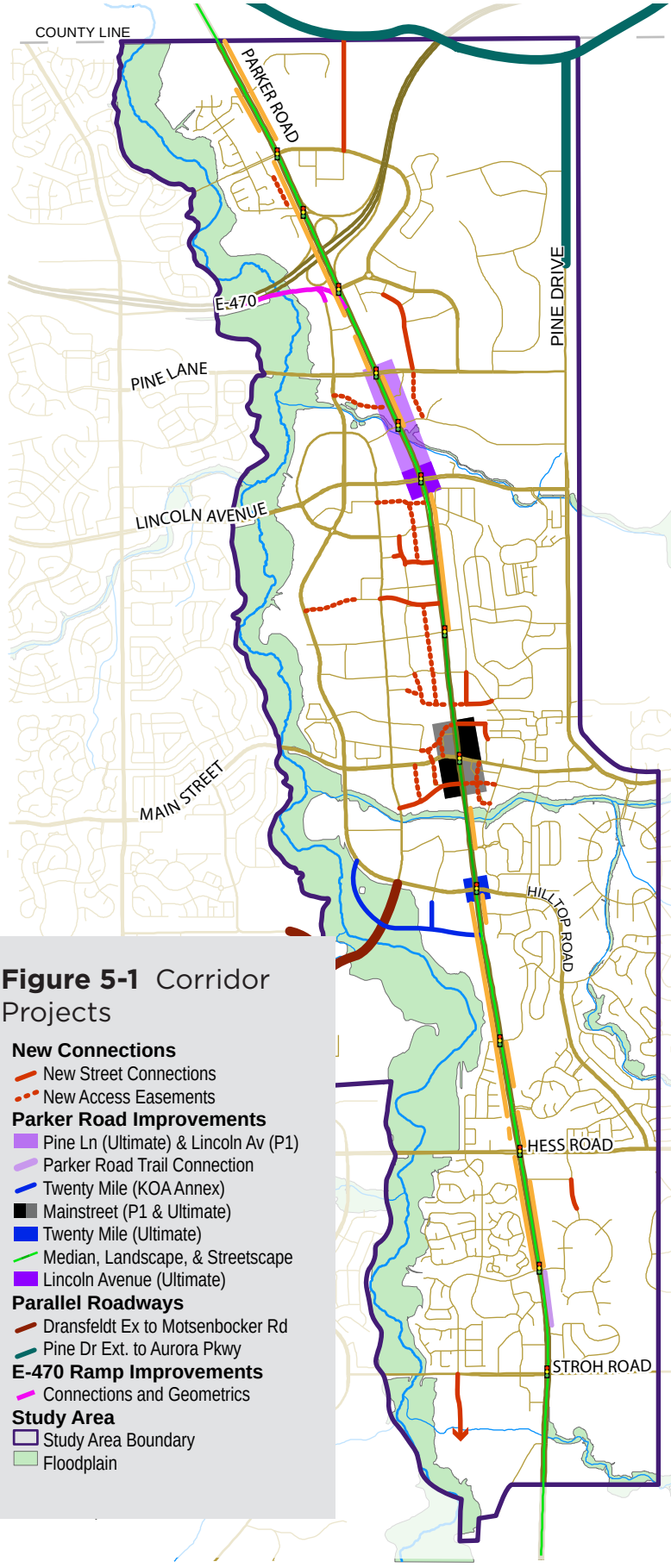

Figure 5-1 Corridor Projects

New Connections
- New Street Connections
- New Access Easements

Parker Road Improvements
- Pine Ln (Ultimate) & Lincoln Av (P1)
- Parker Road Trail Connection
- Twenty Mile (KOA Annex)
- Mainstreet (P1 & Ultimate)
- Twenty Mile (Ultimate)
- Median, Landscape, & Streetscape
- Lincoln Avenue (Ultimate)

Parallel Roadways
- Dransfeldt Ex to Motsenbocker Rd
- Pine Dr Ext. to Aurora Pkwy

E-470 Ramp Improvements
- Connections and Geometrics

Study Area
- Study Area Boundary
- Floodplain

REGIONAL STREET CONNECTIVITY

Currently, Parker Road is the only complete north-south arterial roadway through Parker. As development occurs, Chambers Road will extend south and connect the northern portion of Crowfoot Valley Road and eventually Parker Road. However, additional connections are needed to better distribute local traffic through the community and lessen the Town's dependency on Parker Road.

Dransfeldt Extension to Motsenbocker Road

A connection between Dransfeldt Road and Motsenbocker Road over Cherry Creek is a significant new connection that will create a truly parallel facility to Parker Road through the center of the corridor. This improvement will improve traffic operations and provide an alternative route to Parker Road for all intersections and properties west of Parker Road and south of E-470.

Pine Drive Extension to Aurora Parkway

Extending Pine Drive north to the Aurora Parkway will provide a second parallel facility to Parker Road within the corridor. This extension will allow motorists to avoid the most heavily-traveled segment of the corridor, the Parker Road and E-470 interchange. This parallel facility will improve traffic operations and provide an alternative route to Parker Road for all intersections and properties east of Parker Road and north Hilltop Road.

E-470 and Parker Road Eastbound Ramp Improvements and Connection to Twenty-Mile

Improvements are needed on the eastbound exit ramp from E-470 to Parker Road to improve the safety and traffic on Parker Road. The E-470 Public Highway Authority Master Plan for this interchange identifies a need for three left-turn lanes from the eastbound off-ramp to northbound Parker Road. This study recommends modifying the eastbound off-ramp to reduce the exit speed from the ramp to southbound Parker Road and provide a connection from the ramp to Twenty Mile Road.

The reduced speed through geometric improvements will provide storage capacity for the eastbound left-turn movement, safety improvement to southbound Parker Road, and improved pedestrian and bicycle crossing safety. The connection to Twenty Mile Road would reduce the southbound right turn from Parker Road to eastbound Pine Lane.

PEDESTRIAN AND BICYCLE SAFETY AND COMFORT

Numerous bicycle and pedestrian gaps and deficiencies exist along Parker Road, one of the only north-south corridors in the community. Over time, the goal of this plan is to fill the gaps along the corridor with complete multi-use paths and transit amenities (shelters and benches) along both the east and west sides of Parker Road, where appropriate. The limited nature of the bicycle facilities in this portion of Parker and Douglas County make it truly a regional facility that may compete well through the DRCOG TIP application process in future years.

04 | PROJECT PHASING AND ACTION PLAN

This section provides recommended actions to address the land use and transportation challenges of the corridor. Specific actions presented in this section are organized as follows:

Near-Term (Years 1 - 5) – Resolve immediate transportation deficiencies, finalize plans to address near-term immediate land use and redevelopment challenges, and position plans and programs for regional partnerships for long-term transportation improvements.

Mid-Term (Years 5 - 10) – Resolve infrastructure deficiencies needed to catalyze reinvestment and address near-term land use deficiencies and mid-term transportation deficiencies.

Long-Term (Years 10 - 20) – Resolve long-term transportation needs.

RECOMMENDED ACTIONS

Project	Description	Funding/ Partnership	Cost	Priority
NORTHERN SUB-AREA				
Adopt Plan and IGA	Adopt the Parker Road Corridor Plan and amendments to the Access Management Agreement and associated IGAs	Town of Parker CDOT Douglas County	N/A	Near-Term
Intersection Improvement	Pine Lane Intersection northbound improvement design and construction - Restripe for second northbound left-turn lane - Convert fourth northbound lane to through/right-turn lane - Change westbound right-turn lane to a right-angle turn at signal with storage	DRCOG application 2020-2023	$1M	Near-Term
Intersection Improvement	Ponderosa Drive intersection northbound improvement design and construction - Convert fourth northbound lane to through/right-turn lane - Change westbound right-turn lane to right-angle turn at signal - Narrow west leg to one lane eastbound - Widen westbound for one right-turn, one through, and one left-turn lane	DRCOG application 2020-2023	$500K	Near-Term
Intersection Improvement	Ponderosa Drive intersection southbound design and construction - Convert fourth southbound lane to through/ right-turn lane - Extend fourth southbound lane to Lincoln Avenue	DRCOG application 2020-2023	$700K	Near-Term
Intersection Improvement	Lincoln Avenue intersection design and construction - Convert fourth northbound lane to through/right-turn lane - Convert westbound right-turn lane to double lane at signal	Not a part of the DRCOG application 2020-2023	$900K	Near-Term
Intersection Improvement	Lincoln Avenue southbound acceleration lane extension	Not a part of the DRCOG application 2020-2023	$600K	Near-Term
Multi-use Trail	Add new multi-use path on the east side of Parker Road - South of Pine Lane to Ponderosa Drive - Widen existing path south of Ponderosa Drive to eight-foot minimum, detached where possible	DRCOG application 2020-2023	$1.2M	Near-Term
Multi-use Trail	Add new multi-use path on west side of Parker Road - Cottonwood Drive to south of Crown Crest Boulevard	DRCOG application 2020-2023	$900K	Near-Term
Multi-use Trail	Add new multi-use path on west side of Parker Road between Cottonwood Drive (King Soopers) north to 17 Mile House Farm Park and High Plains Trail	Town of Parker Arapahoe County	$300K	Near-Term

RECOMMENDED ACTIONS

Project	Description	Funding/ Partnership	Cost	Priority
NORTHERN SUB-AREA, cont.				
Multi-use Trail	Add new multi-use path on east side of Parker Road between north of Cottonwood Drive and the High Plains Trail	Town of Parker Arapahoe County	$600K	Near-Term
Streetscapel	Develop concept plan and design documentation for median streetscape and gateway treatment for Parker Road from the northern Town boundary (East Valley Hill Drive to Lincoln Avenue)	Town of Parker CDOT	$80K	Near-Term
Ramp Modification	Finalize feasibility study and design concept for connecting E-470 eastbound off-ramp at Parker Road to Twenty Mile Road	Town of Parker E-470	$250k	Near-Term
Ramp Modification	Construct the slip ramp connection from the E-470 eastbound off-ramp at Parker Road to Twenty Mile Road and tighten right-turn radius at the eastbound E-470 ramp intersection with Parker Road	Town of Parker E-470	$2M	Near-Term
Street Connection	Finalize feasibility study and design concept for extending Pine Drive to Aurora Parkway	Douglas County City of Aurora	TBD	Mid-Term
Median Improvement	Implement median streetscape and gateway treatment for Parker Road from northern City Boundary (East Valley Hill Drive to Lincoln Avenue)	Town of Parker P3Parker Adjoining Properties	$600K	Mid-Term
Street Connection	Construct the extension of Pine Drive to Aurora Parkway	Douglas County City of Aurora	TBD	Mid-Term
Intersection Improvement	Conduct PEL and final design of a grade-separated Lincoln Avenue and Parker Road interchange	Town of Parker Douglas County CDOT	$5M	Long-Term
Intersection Improvement	Construct grade-separated Lincoln Avenue and Parker Road interchange	Town of Parker Douglas County CDOT	$40M	Long-Term
Street Connection	Extend Brompton Way south from Cottonwood Drive to Becket Drive and ultimately to Woodman Drive through a redevelopment partnership with the property owner	Town of Parker with Private Development	$630K	Long-Term (Opportunity-Driven)
CENTRAL SUB-AREA				
Parker 2035 Master Plan Update	Update Parker 2035 Master Plan to incorporate the Corridor Plan's recommendations, specifically the recommended character areas: light industrial business; central commercial center; and adjustments to the Mainstreet Master Plan Area.	Town of Parker	No Cost	Near-Term
Adopt Local Street Network	Adopt the Plan's recommended street network for the Parker Road Corridor in the Town's Roadway Design and Construction Criteria Manual and transportation plans as referenced in 13.10.030 of the Parker Municipal Code	Town of Parker	No Cost	Near-Term
Adopt Local Street Network	Adopt the Plan's recommended block structure, yard and bulk standards in the Town's Commercial and Industrial Design Standards as referenced in 13.10.200 of the Parker Municipal Code	Town of Parker	No Cost	Near-Term

RECOMMENDED ACTIONS

Project	Description	Funding/ Partnership	Cost	Priority
CENTRAL SUB-AREA, cont.				
Intersection Improvement	Conduct NEPA analysis for Parker Road from Mainstreet to Twenty Mile Road	Town of Parker Douglas County CDOT	$600K	Near-Term
Park Improvement	Develop Master Plan for O'Brien Park and O'Brien Park North	Town of Parker Douglas County	$50K	Near-Term
Street Connection	Design Dransfeldt Road extension to Motsenbocker Road	Town of Parker with Private Development	$1.75M	Near-Term
Annexation	Annex KOA property	Town of Parker w/ Private development	N/A	Near-Term
Intersection Improvement	Conduct final design for Parker Road and Mainstreet Intersection and expand the Sulphur Creek Bridge	Town of Parker Douglas County and CDOT	$1M	Near Term
Median Improvement	Develop concept plan and design documentation for median streetscape treatment for Parker Road from Lincoln Avenue to Twenty Mile Road	Town of Parker and CDOT	$110K	Near Term
Multi-use trail	Add new multi-use path on east side of Parker Road between Plaza Drive, north to south of Lincoln Avenue	Sites are already developed	$800K	Near-Term
Multi-use trail	Add new multi-use path on east side of Parker Road between north of Sulphur Gulch and Clubhouse Drive (including new pedestrian bridge)	Sites are already developed	$700K	Near-Term
Bridge Widening	Expand Sulphur Gulch Bridge	Town of Parker and CDOT	$600K	Near-Term
Intersection Improvement	Acquire property for at-grade Mainstreet intersection improvements	Town of Parker with Private development	$975k	Near-Term
New Street	Regulate transportation improvements to KOA property	Town of Parker with Private development	TBD	Near-Term
Intersection Improvement	Conduct final design for Parker Road and Twenty Mile Road intersection	Town of Parker Douglas County and CDOT	$1.5M	Near-Term
Intersection Improvement	Construct Mainstreet intersection with Parker Road	Town of Parker and CDOT	$8.7M	Mid-Term
Intersection Improvement	Install ¾-movement island on Parker Road at Longs Way concurrently with Mainstreet intersection improvement	Town of Parker and CDOT	$100K	Mid-Term
Street Connection	Construct Dransfeldt Road extension to Motsenbocker Road	Town of Parker Douglas County	$17.5M	Mid-Term
Median Improvement	Implement median streetscape treatment for Parker Road from Lincoln Avenue to Twenty Mile Road	Community core concept	$800k	Mid-Term

RECOMMENDED ACTIONS

Project	Description	Funding/ Partnership	Cost	Priority
CENTRAL SUB-AREA, cont.				
Median Improvement	Implement median streetscape treatment for Parker Road from Lincoln Avenue to Twenty Mile Road	Community core concept	$800k	Mid-Term
Median and Intersection Improvement	Implement enhanced median streetscape with off-set left treatment for Parker Road at the Plaza Drive Intersection	Town of Parker and CDOT	$110K	Mid-Term
Sidewalk	Install sidewalk on Plaza Drive west of Parker Road - North side between Twenty Mile and Dransfeldt Roads - South side extending west of Parker Road approximately 400 feet	Sites are already developed		Mid-term
Sidewalk	Install sidewalk on Progress Way - East side from north of Plaza Drive to Dransfeldt Road - West side from north of Plaza Drive to Dransfeldt Road	Sites are already developed	$110K/ $94K	Mid-Term
Intersection Improvement	Construct Parker Road and Twenty Mile Road intersection	Town of Parker Douglas County and CDOT	$15.4M	Mid-Term
Street Connection	Extend Progress Way east to Parker Road	Town of Parker w/ Private development	$400K	Long-Term
Street Connection	Extend Progress Way north to Lincoln Meadows Parkway	Town of Parker w/ Private development	$300K	Long-Term
Street Connection	Realign, extend, and update Mountain Man Road (east portion) west from Progress Way to Dransfeldt Road	Town of Parker w/ Private development	$200K	Long-Term
SOUTHERN SUB-AREA				

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Planning Commission Staff Report

Planning Commission Date:	**11/14/2019**
Town Council Date:	**12/2/2019**
Hearing Type:	**DRAFT RESOLUTION NO. 19-101 - A Resolution to Adopt the Parker Road Corridor Plan as a Part of the Parker 2035 Master Plan**
Location:	**Townwide**
Project Planner:	**Mary Munekata, Senior Planner**
Applicant:	**Town of Parker**
Executive Summary:	Parker Road is a regional state highway owned and maintained by the Colorado Department of Transportation (CDOT). Years of continued growth and development in Parker and surrounding jurisdictions has increased traffic - impacting infrastructure and adjacent land uses on Parker Road. The Parker Road Corridor Plan has developed an updated community vision for the corridor and has analyzed potential solutions and strategies to address mobility, land use and urban design issues in the corridor. These recommended strategies will guide future zoning, growth, development and investment in the corridor.
Staff Recommendation:	**Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the proposed resolution adopting the Parker Road Corridor Plan as part of the Parker 2035 Master Plan."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council deny the proposed resolution adopting the Parker Road Corridor Plan as part of the Parker 2035 Master Plan."

"I move the Planning Commission vote to continue the recommendation of the proposed resolution adopting Parker Road Corridor Plan."

I. BACKGROUND/DISCUSSION

Parker Road (State Highway 83) is a regionally significant north/south transportation facility that extends 6.5 miles through the Town of Parker and is owned and maintained by the Colorado Department of Transportation (CDOT). It serves vehicular travel through Town and is also the Town's primary commercial corridor flanked by old and new commercial and residential development. The Town has received extensive feedback from various stakeholders on Parker Road over the years prompting the study and analysis that help to formulate the recommendations of this Plan. Multiple challenges have been identified in the corridor including:

- Is unattractive;
- Has inconsistent pedestrian and bike facilities;
- Is a barrier to east/west connectivity;
- Has increasing demand on roadway operations & capacity;
- Has to balance access and mobility;
- Has a lack of symbiotic relationship between land use and transportation; and
- Lacks an overall cohesive character.

The Parker Road Corridor Plan (the Plan) is a crucial initiative between the Town and CDOT to continue planning for changing mobility and land use needs into the year 2040. The primary objective of the Plan is to combine land use and transportation strategies. The two influence each other and must be planned together to maximize the roadway's operational efficiency and be contextually sensitive to surrounding land uses. The Plan will guide the Town and CDOT to better manage growth and land use development, improve travel safety and efficiency, and prioritize future infrastructure improvements for the corridor.

This Plan would not have been possible without the engagement of our community, businesses, partner agencies - *CDOT, Douglas County, Partnering for Parker's Progress (P3), E-470, multi-disciplinary staff, and Town leadership – including Planning Commission and Town Council.* Key to the success of this plan will be the continued collaboration between the vested partners, stakeholders, the community, and the Town to implement these recommendations.

Plan Purpose

The purpose of the Plan is to re-imagine this important corridor and create a policy document and roadmap that provides the Town and CDOT with implementable recommendations and future guidance for land use, urban design and multi-modal transportation decisions and improvements. The Plan identifies opportunities to address corridor issues and redefine the roadway through tailored strategies for near, mid and long-term. Transportation investment recommendations will directly support improved land development patterns, improved mobility and the enhanced economic sustainability of the Town, but only if action is taken now to plan for the future.

Planning Process & Approach

The Town and the planning/transportation consultant's approach to developing the Plan began with necessary planning and engineering analysis. The development of this plan also included an Economic Market Analysis of the Central Subarea commissioned by P3. The process included extensive public outreach including:

- Stakeholder Interviews
- Public Workshops
- Partner Coordination Meetings
- Interactive Project Website
- Presence at Town Events
- Online Surveys
- Social Media

Public engagement activities, the economic study, and the technical analysis then jointly informed the creation of solutions that balanced the regional mobility obligations of Parker Road, community expectations and standards, and economic development expectations.

Plan Goals

The updated community vision and goals seek to more closely align with the visions of the Parker 2035 Master Plan and the Transportation Master Plan - for Parker Road to serve as more than just a regional vehicular roadway, and better reflect residents' desires and high standards.

Parker Road will…

- *Provide context-appropriate gateway into and through the Town of Parker*
- *Support development that is diverse, sustainable and economically viable*
- *Maximize safety and efficiency of operations*
- *Be the economic spine which connects the eastern and western portions of Downtown*
- *Interconnect the Town's multimodal network*

Parker Road Corridor Plan Components

The Parker Road Corridor Plan is an integrated land use and transportation visioning and policy document to guide future public and private investments in the corridor. The Parker Road Corridor Plan features six (6) chapters:

Chapter 1: Introduction
Chapter 2: Planning Process
Chapter 3: The Corridor Yesterday, Today and Tomorrow
Chapter 4: The Vision, Goals and Planning Framework
Chapter 5: The Central Subarea Focus Plan
Chapter 6: Implementation

Plan Study Area

The Plan study area extends along Parker Road between the Town's northern and southern boundaries. The study area is broken up into the following three sub-areas:

1. Northern Subarea - From northern Town boundary/county line to Parkglenn Way
2. Central Subarea - Parkglenn Way to south of Hilltop Road
3. Southern Subarea - Generally Indian Pipe south to Town boundary (past Stroh Road)

Plan Subareas & Recommendations

- **Northern and Southern Subareas**

Land Use Recommendations: These areas are considered areas of stability with newer development in which land use and the transportation system generally align.

- Land uses in the **Northern** subarea should provide higher intensity commercial, residential and employment opportunities that benefit from the proximity to E-470 and Parker Road – but not dependent on direct access from Parker Road.
- Land uses in the **Southern** subarea should preserve the residential character with wide buffers along Parker Road and also provide neighborhood and community-serving commercial areas at important intersections.
- No amendments to the Parker 2035 Master Plan General Land Use Plan are recommended for these subareas.

Urban Design Recommendation: Design and implement a median and streetscape treatment for both subareas that reflects the high quality aspirations of Parker's gateways. Higher pedestrian activity and more intense streetscape/maintenance may be considered with a streetscape design in the Northern subarea with the recent increase in surrounding residential development. Improvements to streetscape conditions and the public realm aesthetics could include sidewalk improvements, landscaping (living and non-living), trees, benches, lighting, artwork, or district identification signage.

Transportation Recommendations: Transportation infrastructure is more balanced and in alignment with the vision and goals of the *Parker 2035 Master Plan* in both the Northern and Southern subareas. However, the Northern subarea also includes a section of Parker Road that carries the highest traffic volumes between Pine Lane and E-470. This section currently carries approximately 60,000 cars a day today with a projection of over 80,000 cars a day in 2040.

Some of the recommendations for the Northern subarea are the results of two key intersections analyzed by the consultant. These intersections will need improvements to maintain acceptable traffic levels of service (LOS) by 2040. This analysis considered several at-grade and grade-separated potential solutions. Following is the narrowed down list of feasible/viable potential solutions for further consideration by the Town and CDOT – identified as near-term (1-5 years), mid-term (5-10 years), or long-term (10-20 year) projects:

- ***Pine Lane*** – Near-term recommended capacity improvements; convert the northbound and southbound dedicated right turn lanes to shared through and right-turn lanes.
- ***Lincoln Avenue*** – Alternative improvements include;
  - Near-term; recommended capacity improvement by converting the northbound and southbound dedicated right turn lanes to shared through and right-turn lanes.
  - Near or Mid-term Michigan Lefts; At-grade intersection improvement.
  - Long-term; Single Point Urban Interchange (grade separated interchange).

No intersections were identified for needing further analysis in the Southern subarea.

The full list of recommendations for both subareas can be found in the Implementation chapter of the Plan and include investment in strategic multimodal transportation improvements that maximize safety and efficiency of the corridor and providing options to use of alternative routes to take trips off of Parker Road.

- **Central Subarea**:

The Central subarea was the main focus the Parker Road Corridor Plan. This subarea is part of the Central Commercial, Light Industrial and Mainstreet Master Plan character areas of the *Parker 2035 Master Plan*. This subarea represents significant land use and transportation misalignment with the master plan. Two distinct portions of this subarea have been identified as areas most likely to see transition over the next 10-20 years due to the presence of many older developments and underutilized parcels positioned for redevelopment.

Land Use Recommendations:

- Update the *Parker 2035 Master Plan* and zoning to allow for higher intensity redevelopment of underutilized (soft) parcels.
- Update the *Parker 2035 Master Plan* and zoning to reflect and improve the mix of commercial land uses and employment west of Parker Road.

Urban Design Recommendation: Design and implement a median and streetscape through the Central subarea that embraces Parker Road as its signature address. Higher pedestrian activity and more intense streetscape/maintenance should be considered with a streetscape design.

Transportation Recommendations: The Plan recommends the following priorities within this subarea:

- Commit to context sensitive multimodal operational and safety transportation improvements, including the crossing of the Mainstreet and Parker Road intersection.
- New local streets and connectivity for better traffic distribution in the corridor.
- Improve access management along Parker Road

Two key intersections were analyzed by the consultant in the Central subarea as needing improvements to maintain acceptable traffic levels of service (LOS) by 2040. This analysis considered several at-grade and grade-separated potential solutions. Following is the narrowed down list of feasible/viable potential solutions for further consideration by the Town and CDOT – identified as near-term (1-5 years), mid-term (5-10 years), or long-term (10-20 year) projects:

- ***Mainstreet Alternatives***
  - Mid-term; At-grade Continuous Flow Intersection/Displaced lefts at Longs Way. Least costly option (~ $7M) and will provide a high 2040 LOS B. This option provides medium redevelopment potential, is less consistent/compatible with adjacent land uses and the 2035 Master Plan and the community vision.
  - Mid-term; At-grade Continuous Flow Intersection/Displaced lefts at O'Brien Park. Less costly option (~ $10M) and will provide a high 2040 LOS B. This option provides high redevelopment potential and less economic impact (annual tax loss).

- Long-term; Grade-separated Diamond Interchange with Roundabout. Most costly option (~$43M) but would provide the highest 2040 LOS (A/B). Due to the need for full acquisitions, this option has more negative economic impacts, less redevelopment potential, and is the most incompatible option with adjacent land uses and the preservation of community character. This option is the least consistent with the 2035 Master Plan and the community vision.

- ***Twenty Mile Road/Hilltop*** - Near or mid-term; Continuous Flow Intersection

The full list of recommendations for both subareas can be found in the Implementation chapter of the Plan and include investment in strategic multimodal transportation improvements that maximize safety and efficiency of the corridor and providing options to use of alternative routes to take trips off of Parker Road.

Implementation

The Parker Road Corridor Plan is a living document that will require periodic updating to reflect progress made, consider potential additional strategies and respond to unforeseen opportunities and challenges. The final chapter of the Plan, Chapter 6 - Implementation, summarizes the land use and transportation recommendations and lists the recommended actions in each subarea.

Next steps after adoption of the Plan include:

- Updating the *Parker 2035 Master Plan* for integration of land use policy & changes;
- Implement zoning modifications to allow for more appropriate land uses in certain areas;
- Formalize an Intergovernmental Agreement with CDOT to implement an updated access plan;
- Collaboration with Douglas County and CDOT on a Planning and Environmental Linkages (PEL) study or National Environmental Policy Act (NEPA) process such as an Environmental Assessment (EA) to further define the purpose and need for specific transportation projects in the corridor and to position the Town for application of federal transportation funding through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP); and
- Begin commitment and prioritization of transportation investments that maximize both transportation/mobility and catalyze economic development opportunities.

II. CONCLUSION

The Parker Road Corridor Plan will provide future guidance for the Town and CDOT regarding transportation and land use decisions and investments for Parker Road into the year 2040.

Staff recommends that the Planning Commission recommend Town Council approve the proposed resolution adopting the Parker Road Corridor Plan.

III. ATTACHMENTS

1. Draft Resolution No. 19-101

Report Approved By: Bryce Matthews, Planning Manager
Through: Jason Rogers, Deputy Community Development Director

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Request for Town Council Action

Date:	December 2, 2019
Submitted By:	BrieAnna Simon, Associate Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**BLAIR INDUSTRIAL PARK REPLAT OF TRACT 3 L3 – Use by Special Review for Camp Bow Wow Kennel Expansion**
	Applicant: **Todd Woody, PM Design Group**
	Location: **Generally located at the west side of the intersection of Progress Drive and Mountain Main Drive**
	Department: **Community Development, BrieAnna Simon**
	TRAKiT No.: **Z19-020**

EXECUTIVE SUMMARY

The subject property is located on the west side of Progress Way at the intersection with Mountain Man Drive. The applicant, PM Design, is requesting Use by Special Review (UbSR) approval to expand the existing Camp Bow Wow dog kennel from 5,574 square feet to approximately 7,450 square feet in total area. The applicant also proposes an additional outdoor play area for dogs.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property, Lot 3 of Blair Industrial Park Replat of Tract 3 subdivision, is located within the LI Light Industrial zoning district. The LI zoning district is intended to support a broad range of commercial and light industrial uses. It also permits observation kennels and pet day care facilities as a Use by Special Review (UbSR).

The subject property was developed in 2006 as a single-story flex office warehouse building. The Town Council approved a UbSR on May 7, 2007 for a 6,875 square foot observation kennel and pet day care business called Camp Bow Wow. They have been in business at this location for the past 12 years. The business has grown to the point where the applicant is planning a 1,876 square foot expansion into adjacent tenant space within the existing building that would increase its total size to approximately 7,450 square feet.

Camp Bow Wow currently operates with a fenced outdoor play area that is 3,049 square feet in total size. As part of the UbSR, the applicant is also seeking approval to add one (1) additional fenced outdoor play area to provide more recreation space for animals. This would expand the total fenced outdoor play areas to 3,810 square feet in size if approved.

Staff has reviewed the proposed UbSR application against the nine (9) criteria for approval of uses permitted by special review set forth in the Land Development Ordinance. We have determined that the criteria have been satisfied subject to the conditions set forth herein. The complete staff analysis of the nine (9) criteria may be found in the attached Planning Commission staff report dated November 14, 2019.

The Planning Commission held a public hearing on November 14, 2019 and voted unanimously to recommend that Town Council approve the UbSR application.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Planning Commission Staff Report
2. Proposed Site Plan
3. Approved Project Narative
4. Resolution No. 21-030
5. Public Comments Received

RECOMMENDED MOTION

I move to approve based on staff findings, with the following conditions contained in the staff report:

1. That the Use by Special Review materials submitted to the Community Development Department on October 21, 2019 shall be the approved Use by Special Review materials.

2. All conditions and related materials approved under the Use by Special Review (UbSR 07-001) will remain in effect.

3. Operations shall comply with the "Camp Bow Wow Operations Manual" and the "Camp Bow Wow Camper Healthcare & Cleaning Guide" uploaded on November 6, 2019. Additionally, all subsequent versions of these manuals shall be adhered to.

4. A building permit shall be required for any interior or exterior work completed on site.

5. The use shall be a licensed facility with Pet Animal Care Facilities Act (PACFA) Program.

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

Planning Commission Staff Report

Planning Commission Date:	**11/14/2019**
Town Council Date:	**12/2/2019**
Hearing Type:	**Public Hearing** **BLAIR INDUSTRIAL PARK REPLAT OF TRACT 3 L3 – Use by Special Review for Camp Bow Wow Kennel Expansion** **TRAKiT No.: Z19-020**
Location:	**10325 Progress Way**
Project Planner:	**BrieAnna Simon, Associate Planner**
Applicant:	**Todd Woody, PM Design Group**
Executive Summary:	**The applicant, PM Design, is requesting a Use by Special Review to expand the existing Camp Bow Wow dog kennel. The site is located on the west side of the intersection of Progress Drive and Mountain Main Drive.**
Staff Recommendation:	**Approval with Conditions**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Blair Industrial Park Replat of Tract 3 Lot 4 Use by Special Review request to allow the expansion of the observation kennels and pet day care facility to include 7,450 square feet of indoor space and 3,810 square feet of outdoor space, subject to the six (6) conditions contained in staff's report:"

1. *That the Use by Special Review materials submitted to the Community Development Department on October 21, 2019 shall be the approved Use by Special Review materials.*

2. *All conditions and related materials approved under the Use by Special Review (UbSR 07-001) will remain in effect.*

3. *Operations shall comply with the "Camp Bow Wow Operations Manual" and the "Camp Bow Wow Camper Healthcare & Cleaning Guide" uploaded on November 6, 2019. Additionally, all subsequent versions of these manuals shall be adhered to.*

4. *A building permit shall be required for any interior or exterior work completed on site.*

5. *The use shall be a licensed facility with the Pet Animal Care Facilities Act (PACFA) Program.*

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

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Blair Industrial Park Replat of Tract 3 Lot 4 Use by Special Review to allow the expansion of the observation kennels and pet day care facility."

"I move the Planning Commission recommend Town Council deny the Blair Industrial Park Replat of Tract 3 Lot 4 Use by Special Review to not allow the expansion of the observation kennels and pet day care facility 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 Blair Industrial Park Replat of Tract 3 Lot 4 Use by Special Review to allow the expansion of the observation kennels and pet day care facility to a future date."

I. BACKGROUND/DISCUSSION

The applicant, Camp Bow Wow, is requesting a Use by Special Review to allow for observation kennels and a pet day care facility expansion. The site, Lot 3 of Blair Industrial Park Replat of Tract 3 subdivision, is located within the Light Industrial zoning district. Observation kennels and pet day care facility are listed as a Use by Special Review as it relates to the permitted uses within the Light Industrial zoning district.

The subject property was constructed in 2006 as a single-story office warehouse. The applicant has been in business at this location for 12 years. The applicant is currently operating within a tenant space approximately 5,574 square feet in size. The applicant is requesting an expansion in to an additional tenant space within the building which would result in a total of approximately 7,450 square feet in size. Additionally, the applicant currently operates with a fenced outdoor play area of 3,049 square feet in size. The applicant is requesting to add one additional fenced outdoor play area to provide more space for the animals, which would result in a total fenced outdoor play area of 3,810 square feet in size. The expansion of the boarding facility will not negatively impact the development.

Vicinity Map

II. PRIOR ACTIONS

Date	Action
8/30/1982	Blair Industrial Park Phase 2 Annexation
2/3/1986	Blair Industrial Center - Lot A, Tract 3 Replat, which created six lots, including the subject Lot 2 property
1/26/2006	Planning Commission approved the Site Plan that created a 10,000 square foot single-story office warehouse building on Lot 2 of Blair Industrial Center
5/7/2007	Town Council approved a use by special review for a 6,875 square foot observation kennels and/or pet day care for “Camp Bow Wow” (UbSR 07-001)

III. CURRENT SITE DATA

Existing Zoning	LI - Light Industrial
Overlay District	Light Industrial Conservation Industrial District
PD & Plan Area	N/A
Master Plan Area	Light Industrial
Site Acreage	1.22 Acres
Subdivision	Blair Industrial Park
Existing Use	The property consists of one 10,000 square foot single-story office warehouse building with a kennel/dog daycare (Camp Bow Wow), landscaping service (area for proposed expansion), and dog grooming facility (Colorado Dog).

Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Light Industrial	LI - Light Industrial	Mixed Office/Warehouse
South	Light Industrial	LI - Light Industrial	Rocky Mountain Sign Company outdoor storage
East	Light Industrial	LI - Light Industrial	Vacant/Mountain Man Distribution Facility
West	Light Industrial	LI - Light Industrial	Automotive Repair/ Manufacturing and Machine Shop

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Light Industrial ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	The Light Industrial District is centrally located with spaces that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor, noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area.

Consistent Goals/Strategies	Land Use 1.A Land Use 1.C
Inconsistent Goals/Strategies	**None**
Staff Analysis	The property is located within the Light Industrial District of the Town's Master Plan. The Master Plan identifies the Light Industrial District as an area that is intended to provide a location for a variety of work processes including manufacturing, machine shops, production facilities, distribution facilities, flex office, and commercial services. Observation kennels and pet daycare facilities are classified as commercial services, which is consistent with General Land Use Plan recommendations in Chapter 6 of the Parker 2035 Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	**Existing/Required**	**Proposed**	**Analysis**
Setbacks	Front – 40 feet Side – 15 feet Rear – 25 feet	The existing building will not be expanded with this application. An additional fence will be provided for the proposed increased outdoor space with the following setbacks: Side – 25 feet Rear – 105 feet	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	The proposed use will not alter the existing building density.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Maximum building height of 35 feet.	The proposed use will not alter the existing building height.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	N/A	The existing lot is 53,099 square feet.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	N/A	The proposed use will not alter the existing building lot coverage.	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Title 13.06.070	The proposed use will not alter any exterior landscaping.	☒ Consistent ☐ Inconsistent ☐ N/A

Off-Street Parking	Title 13.06.050: The minimum parking requirements for kennel, pet day care, veterinary clinic is 1 parking space per 400 square feet of net leasable area (not including square footage occupied by animal pens).	The applicant will be taking over an additional tenant space within the existing building which is approximately 1,876 square feet in size, along with an additional 761 square feet of outdoor space. The outdoor space will remove existing loading area. No parking spaces will be removed with the additional outdoor space. The applicant will be required to have a total of 30 parking spaces, which will be accommodated on site. Therefore, the expansion of the kennel and daycare facility will not negatively impact parking for the development.	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Utilities	Parker Water and Sanitation District, Xcel Energy and IREA will continue to provide utility service to the development.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	Staff has determined that the proposed use meets the intent and purpose of the Light Industrial zoning district and will serve the needs of the community by offering boarding services to pets and pet owners.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

This property has vehicular access from Progress Drive and Mountain Man Drive. There are no proposed changes to the existing vehicular access or traffic circulation.

VII. APPROVAL CRITERIA

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

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

   Applicant analysis and findings:

   This existing Camp Bow Wow is located in the Light Industrial (LI) area of Parker. The surrounding neighbors consist of a storage yard for the Rocky Mountain sign company to the south, Parker Transmission & Gear Company to the west; Hardey's Motor Werks to the North and a vacant lot with storage trailers to the east. The surrounding area has Multiple Automotive business, construction services and manufacturing business. The Camp Bow Wow has been in business at this location since 2007. With the additional expansion within the existing building footprint this

will allow the business to grow and add more to the economic base to the Town of Parker. As an established company in this neighborhood; the expansion and exterior upgrades to the west side of the building and parking lot will improve the compatibility and harmony within the surrounding area and neighborhood.

Staff analysis and findings:
The observation kennel and dog daycare facility is expanding into another existing tenant space within the building.

With respect to the adjacent existing uses and proposed expansion, these uses all have a light industrial character. Staff finds that the use of the subject property can be determined as "in harmony and compatible with the character of the surrounding areas" based upon the current use of a portion of the property as a kennel and that the use will be located within an existing building and exterior expansion will align with existing exterior use.

Therefore, staff has determined that, subject to conditions, this criterion can be satisfied.

2. Will be consistent with the Town Master Plan.
Applicant analysis and findings:
As the existing Camp Bow Wow has been a prominent business in Parker since 2007 and is expanding to increase their services to the residences of Parker, we find that the business will be consistent with the Town of Parkers Master Plan. By expanding within the existing buildings footprint this project would limit any negative impacts on the surrounding community and services. This expansion would embrace the Town's goals and strategies of controlled growth.

Staff analysis and findings:
The Master Plan identifies the property as located within the Light Industrial District Character Area and offers this specific language concerning that designation: "The Light Industrial District is intended to provide a location for a variety of work processes such as manufacturing, machine shops, warehouses, commercial services and other uses of similar character and accessory to. Additionally, large entertainment and recreational facilities may be located with this District because of the traditional large scale of buildings within light industrial areas." The proposed observation kennel and pet daycare is a commercial service and is similar in character and compatibility with the surrounding land uses.

Therefore, staff has determined that this criterion can be satisfied.

3. Will not result in an over-intensive use of land.
Applicant analysis and findings:
The proposed expansion of the camp will be a use that is still consistent with the intended land use and should not cause an over intensive use of the land. The entrance expansion is limited to 100 sq.ft of the building foot print. The addition of the proposed play yard is only 761 sq.ft. With the additional improvements to repairing the damaged asphalt parking lot, adding striping for the dedicated parking stalls as

well as adding a trash enclosure the overall use of the land will stay the same as well as be improved.

Staff analysis and findings:
The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards. The use will occupy an existing structure and tenant improvements will be designed to accommodate the expanded use. The proposed use will not reduce the amount of landscaping or parking on site. Therefore, the proposed use will not result in an over-intensive use of land.

Therefore, staff has determined that this criterion can be satisfied.

4. Will not have a material adverse effect on community capital improvement programs.
Applicant analysis and findings:
The existing camp has provided a much needed service to the residences of Parker and surrounding communities. The camp does not adversely affect the neighboring business; but has provided a positive presence within the industrial area. The Building is a clean and well maintained facility and the grounds are well maintained. The camp has proven to be a good neighbor to the surrounding business.

Staff analysis and findings:
This use will not adversely affect capital improvement programs as the use will not require additional road, utility, or stormwater improvements

Therefore, staff has determined that this criterion can be satisfied.

5. Will not require a level of community facilities and services greater than that which is available.
Applicant analysis and findings:
The camp's project expansion and proposed changes will not have an effect or a greater level of the community facilities and or municipal services beyond that which the Town of Parker currently provides. Since the proposed expansion is staying within the existing building the current services have been assessed and the project will not require anything more than what is presently available.

Staff analysis and findings:
The proposed expansion into an adjoining tenant space of the building is in an area anticipated for light industrial uses and commercial services. This use is not anticipated to generate demand for additional municipal services (police, street maintenance, drainage facility maintenance, etc.) or facilities (parks, recreation center usage, etc.) beyond which the Town currently provides. Therefore, the proposed use will not require a level of community facilities and services greater than presently available to serve the site.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

The current camp has not generated significant traffic or congestion to the neighborhood. The business has not created any traffic hazards as well. We believe the proposed expansion will also not create an increase that would create any additional congestion or hazards to the neighborhood. The Camp is open from the hours of 6:30 am – 7:00 pm, which between these hours the clients arrive at different times of the day for pick up and drop off. There is adequate parking being provided on site and the majority of the neighboring business are not open and operating during the Camp's busiest hours.

Staff analysis and findings:

This property has vehicular access from Progress Drive and Mountain Man Drive. Employees, customers and their pets will arrive and depart at various times during the hours of operation. The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

As in the past; the Camp disposes of waste materials throughout the day within the interior kennels and exterior play yards. The play yards are closely monitored by the staff and clients with live web cameras so care and cleanliness is of the utmost importance. The Camp's staff follows the storm water regulations and procedures for clean up. Upon removal of the waste; which consist of a small garbage bag per day, the outside play yards is misted with biodegradable and environmentally friendly cleaner twice a day. The cleaner does not cause any harm to the Town of Parker's sewer or water systems.

We are not expecting the noise levels to increase by the expansion of the outdoor play yard or expansion of the interior dog day care. The additional play area will be constructed with the small material and height and will be maintained in the same manner as the existing play yards. There will be no negative impacts on the surrounding businesses and neighborhoods.

Staff analysis and findings:

The property is located within the light industrial area of the Town. The existing structure was built for light industrial and commercial uses. Anticipated noise levels should not exceed that produced by similar uses in the immediate vicinity. The applicant will continue to operate under the updated pet waste removal plan, which the 2007 version was approved under the first use by special review. The applicant will be required to mitigate the potential (if any) for significant air and water pollution. In the past five years, there have been no calls for enforcement or compliance cases filed against Camp Bow Wow or this property. Therefore, the kennel and daycare expansion will not cause significant air, water or noise pollution.

Therefore, staff has determined that, subject to conditions, this criterion can be satisfied.

8. Will be adequately landscaped, buffered and screened.

Applicant analysis and findings:

The existing Camp Bow Wow has a 6'-0" wooden fence that encloses the entire parking area, play yards and trash enclosures. The existing landscape areas will remain in place and be maintained as in the past. There will not be any reduction of the existing landscape, open space areas. The additional fenced play area with the other perimeter fence will provide additional screening and safety for the animals and neighbors.

Staff analysis and findings:

The property is currently surrounded by roads on two sides, parking on the northeast and southwest. Existing landscaping surrounding the building meets the Town landscape requirements. The proposed use will take place within the existing building and proposed outdoor use will be screened by an opaque fence. The applicant's proposal does not negatively impact the existing landscaping.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

Great care is taken to ensure that the safety of the clients, dogs, and neighboring businesses or future inhabitants is addressed daily. There have been no negative impacts since Camp Bow Wow has been residing at this location since 2007. We believe that the proposed project will improve the building, open area and surrounding neighbors by repairing the parking area and adding additional striped parking stalls. Adding additional site lighting and providing a trash enclosure.

Staff analysis and findings:

The impacts created by kennel and daycare uses will be minimal if subject to the conditions proposed by staff. The applicant will work to ensure pet health and welfare and will not be detrimental to the health, safety or welfare of present or future inhabitants of the Town. The site is served by water and sanitary sewer, the facility will have water and waste water will be properly treated.

Therefore, staff has determined that, subject to conditions, this criterion can be satisfied.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Comprehensive Planning	Advisory Comments: The proposed expansion of an existing commercial business located in the Light Industrial zone district, serves local and regional markets and is a compatible land use within the Light Industrial District Character Area of the Parker 2035 Master Plan.
Parker Public Works	Approved
South Metro Fire & Rescue Authority	No comment
Parker Water and Sanitation District	Approved for zoning and special use review referral
IREA	Approved
CenturyLink	No comment
Comcast	No comment

IX. CONCLUSION

The observation kennels and pet daycare facility will provide a necessary service to Parker residents and their pets. The impacts created by the proposed expansion will be mitigated if subject to the conditions proposed by staff. After evaluating the information provided by the applicant for a Use by Special Review staff has determined that the requested use meets, or can meet subject to conditions, the nine approval criteria set forth in the Land Development Ordinance and outlined in Section VII of this staff report.

X. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Blair Industrial Park Replat of Tract 3 Lot 4 Use by Special Review request to allow a 7,450 square feet indoor and 3,810 square feet outdoor observation kennel and pet daycare facility with the following conditions:

1. That the Use by Special Review materials submitted to the Community Development Department on October 21, 2019 shall be the approved Use by Special Review materials.

2. All conditions and related materials approved under the Use by Special Review (UbSR 07-001) will remain in effect.

3. Operations shall comply with the "Camp Bow Wow Operations Manual" and the "Camp Bow Wow Camper Healthcare & Cleaning Guide" uploaded on November 6, 2019. Additionally, all subsequent versions of these manuals shall be adhered to.

4. A building permit shall be required for any interior or exterior work completed on site.

5. The use shall be a licensed facility with Pet Animal Care Facilities Act (PACFA) Program.

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

XI. ATTACHMENTS

1. Proposed Site Plan
2. Applicant's Project Narrative
3. Camp Bow Wow Operations Manual
4. Camp Bow Wow Camper Healthcare & Cleaning Guide

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

CAMP BOW WOW PARKER
USE FOR SPECIAL REVIEW

LOT 2 BLAIR INDUSTRIAL CENTER REPLAT OF TRACT 3 AMENDMENT OF LOT A REPLAT

BENCHMARK

DOUGLAS COUNTY BENCH MARK "1095035"

LOCATED AT ON PARKGLENN WAY

ELEVATION = 5906.33 FEET (NAVD 1988)

BASIS OF BEARINGS

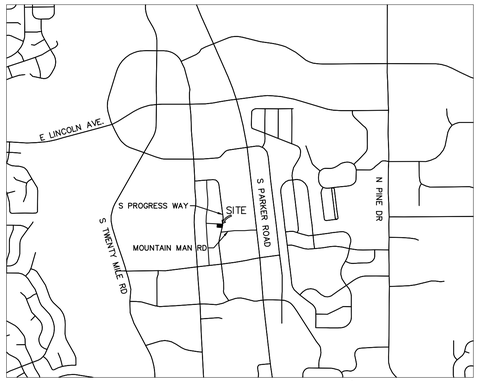
BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF LOT 2, BLAIR INDUSTRIAL CENTER LOT A TRACT 3 REPLAT, WHICH BEARS S74°59'03"E BETWEEN THE MONUMENTS SHOWN HEREON, PER BLAIR INDUSTRIAL CENTER LOT A TRACT 3 REPLAT RECORDED AS RECEPTION NO. 8608352 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.

LEGAL DESCRIPTION OF PROPERTY

LOT 2 BLAIR INDUSTRIAL CENTER REPLAT OF TRACT 3 AMENDMENT OF LOT A REPLAT 1.219 AM/L

FLOODPLAIN NOTE

THE SUBJECT PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP, PANEL NO. 08035C0069F, DATED SEPTEMBER 30, 2005.



LOCATION MAP
1" = 750'
NORTH

CONTACTS:

OWNER/DEVELOPER
BAILY II, LLC.
10325 SOUTH PROGRESS WAY
PARKER, CO 80134
TEL: (419) 618-0806
CONTACT: GINA PARADISO

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, CO 80237
TEL: (303) 228-2300
CONTACT: BRYCE CHRISTENSEN, P.E.

SURVEYOR:
ALTURA LAND CONSULTANTS
6950 S. TUCSON WAY, UNIT C
CENTENNIAL, CO 80112
TEL: (720) 488-1303
CONTACT: JAMES LUGO, P.L.S.

TOWN OF PARKER
TOWN OF PARKER
20120 EAST MAINSTREET
PARKER, CO 80138-7334
TEL: (303) 841-0353

FIRE DEPARTMENT
SOUTH METRO FIRE RESCUE AUTHORITY
9195 E. MINERAL AVE.
CENTENNIAL, CO 80112
TEL: (720) 989-2244
CONTACT: CHIP KERKHOVE

TOWN OF PARKER PLAN REVIEW
20120 E. MAINSTREET
PARKER, CO 80138
TEL: (303) 805-3338
CONTACT: BRIEANNA SIMON

SHEET INDEX	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C2.0	OVERALL SITE PLAN
A2.10	BUILDING ELEVATIONS
A2.11	BUILDING ELEVATIONS W/ FENCING
A2.12	TRASH ENCLOSURE ELEVATIONS

PM DESIGN
Architectural
Solutions Group
19120 SE 34TH STREET
SUITE 115
VANCOUVER, WA 98683
PROJECT CONTACT: MARTY LAKEY
PHONE: 360.719.1952
EMAIL: MLAKEY@PMDGINC.COM

KEN MCCRACKEN, ARCHITECT
SEAL

CONSULTANT

Kimley»Horn

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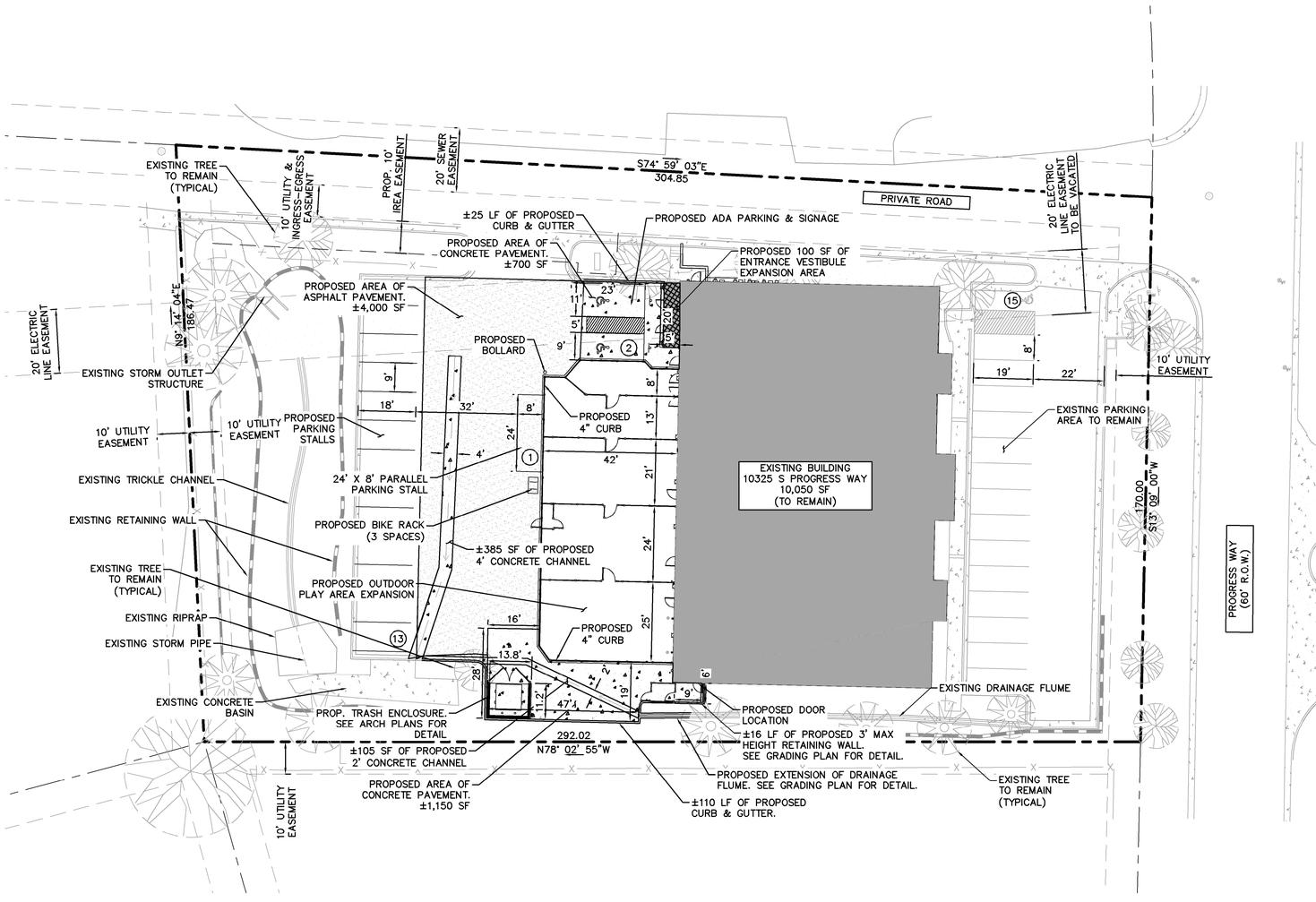
4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, COLORADO 80237
(303) 228-2300

CAMP BOW WOW
STORE NO.PARKER
10325 SOUTH PROGRESS WAY
PARKER, CO 80134

REV	DATE	DESCRIPTION
1	05.02.19	SURVEY PACKAGE

DRAWN BY: CAW
CHECKED BY: MDL
ARCH. PROJECT NO.: CBW19001.0
SHEET NAME: COVER SHEET (USE BY SPECIAL REVIEW)
SHEET NUMBER: C1.0



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- CONCRETE CHANNEL FLOWLINE
- EXISTING FENCE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED BUILDING EXPANSION

BENCHMARK

DOUGLAS COUNTY BENCHMARK "1095035"

LOCATED AT ON PARKGLENN WAY

ELEVATION = 5906.33 FEET (NAVD 1988)

SITE DATA

SITE AREA:	53,094 SF
BUILDING AREA:	10,150 SF
BUILDING AREA (MINUS KENNELS, ADDED PLAY AREAS):	12,000 SF
PARKING COUNT	
REQUIRED (1/400 SF):	30 STALLS
PROVIDED:	31 STALLS
BIKE PARKING	
REQUIRED (2/10,000 SF):	3
PROVIDED	3

NOTES:

1. ALL EXISTING TREES TO REMAIN

GRAPHIC SCALE IN FEET
0 10 20 40

PM DESIGN
Architectural Solutions Group
19120 SE 34TH STREET
SUITE 115
VANCOUVER, WA 98683
PROJECT CONTACT: MARTY LAKEY
PHONE: 360.718.1852
EMAIL: MLAKEY@PMDGINC.COM
KEN MCCRACKEN, ARCHITECT

SEAL

CONSULTANT

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
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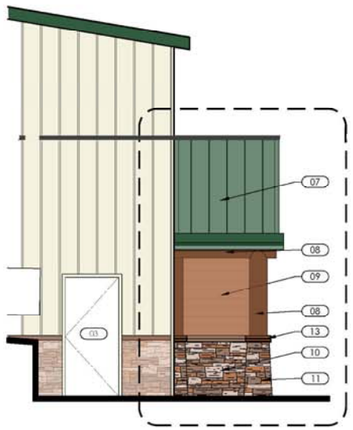
DENVER, COLORADO 80237
(303) 228-2300

CAMP BOW WOW
STORE NO.: PARKER
10325 SOUTH PROGRESS WAY
PARKER, CO 80134

REV	DATE	DESCRIPTION
1	05.02.19	SURVEY PACKAGE

DRAWN BY: CAW
CHECKED BY: MDL
ARCH. PROJECT NO.: CBW19001.0
SHEET NAME: OVERALL SITE PLAN
SHEET NUMBER: C3.0

ENLARGED WEST ELEVATION | 1/4" = 1'-0" | 5

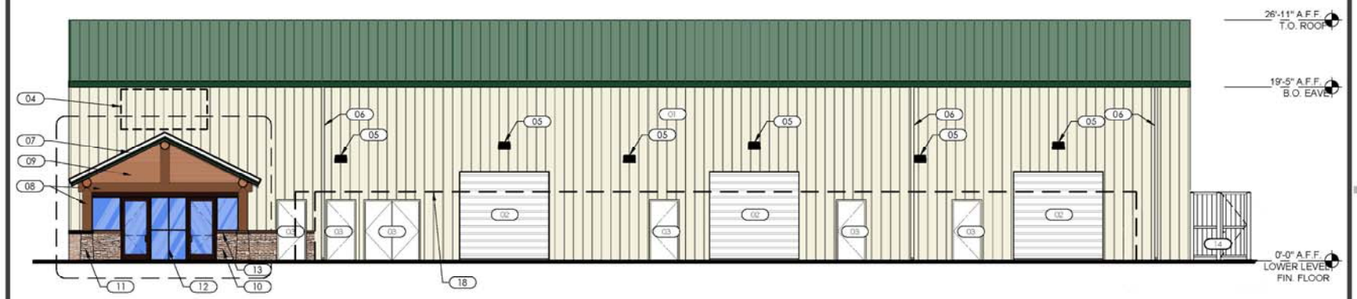


ENLARGED NORTH ELEVATION | 1/4" = 1'-0" | 6

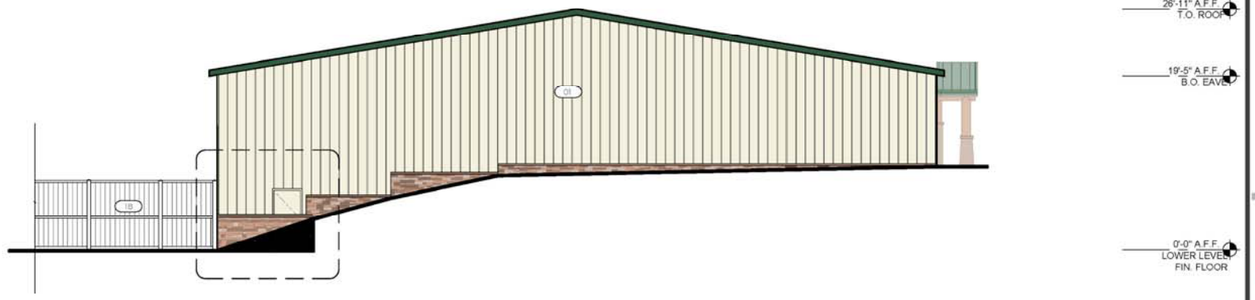
(X)

01 EXISTING METAL BUILDING WITH STANDING SEAM ROOF TO REMAIN.
02 EXISTING OVERHEAD DOOR TO REMAIN.
03 EXISTING H.M. DOOR ASSEMBLY TO REMAIN.
04 EXISTING SIGNAGE TO REMAIN.
05 EXISTING LIGHTING TO REMAIN.
06 EXISTING DOWNSPOUT TO REMAIN.
07 EXISTING STANDING SEAM ROOF TO REMAIN.
08 EXISTING WOOD BEAMS/COLUMNS TO REMAIN AND TO BE PAINTED P-2.
09 NEW EVERLOG GFRC WOOD PLANK SIDING.
10 NEW CULTURED STONE VENEER - BUCKS COUNTRY LIMESTONE.
11 EXISTING CLADDING AT COLUMN TO BE REMOVED AND INSTALL NEW CULTURED STONE VENEER - BUCKS COUNTRY LIMESTONE.
12 NEW KAWNEER STOREFRONT - DARK BRONZE WITH 1" CLEAR, LOW E GLAZING.
13 NEW MATCHING PRECAST CAPSTSONE BY CULTURED STONE.
14 NEW CAST IN PLACE RETAINING WALL PAINTED TO MATCH BUILDING P-1.
15 NEW H.M. DOOR AND FRAME PAINTED TO MATCH BUILDING P-1.
16 EXISTING STOREFRONT DOOR TO REMAIN.
17 EXISTING WINDOW ASSEMBLY TO REMAIN.
18 NEW 8'-0" HIGH PVC FENCE.
19 EXISTING ELECTRICAL EQUIPMENT TO REMAIN.

KEYED NOTES | 7

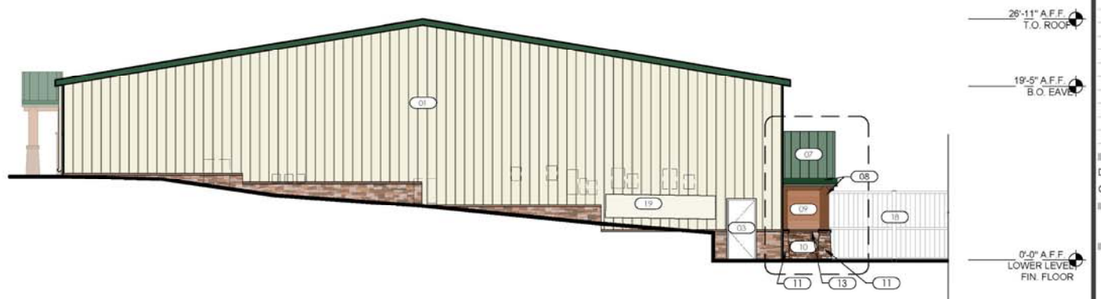


WEST ELEVATION | 1/8" = 1'-0" | 4



SOUTH ELEVATION | 1/8" = 1'-0" | 3

EAST ELEVATION | 1/8" = 1'-0" | 2



NORTH ELEVATION | 1/8" = 1'-0" | 1

PM DESIGN
Architectural Solutions Group
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SUITE 115
VANCOUVER, WA 98683
PROJECT CONTACT: MARTY LAKEY
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KEN MCCRACKEN, ARCHITECT

SEAL:

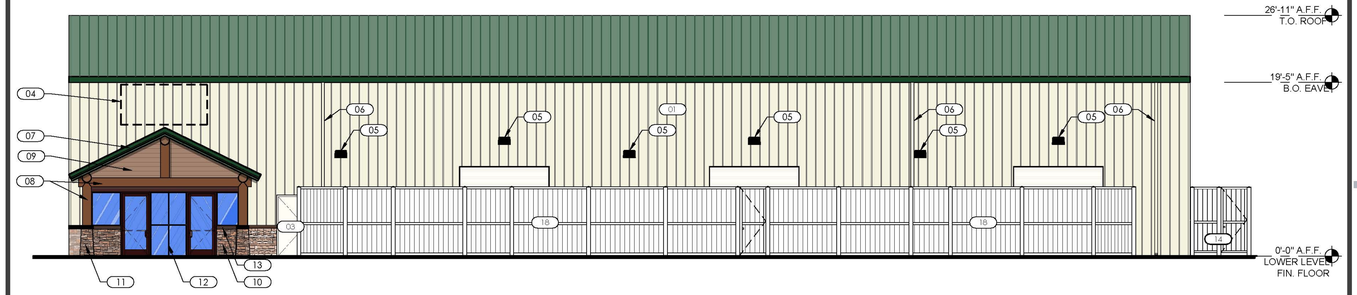
CONSULTANT:

CAMP BOW WOW

CAMP BOW WOW
STORE NO.: PARKER
10325 SOUTH PROGRESS WAY
PARKER, CO 80134

REV	DATE	DESCRIPTION
1	04.25.19	SURVEY PACKAGE

DRAWN BY: CAW
CHECKED BY: MDL
ARCH. PROJECT NO.: CBW19001.0
SHEET NAME: EXTERIOR ELEVATIONS
SHEET NUMBER: A2.10



WEST ELEVATION | 1/8" = 1'-0" | **4**

PM DESIGN
Architectural
Solutions Group

19120 SE 34TH STREET
SUITE 115
VANCOUVER, WA 98683

PROJECT CONTACT: MARTY LAKEY
PHONE: 360.719.1952
EMAIL: MLAKEY@PMDGINC.COM

KEN MCCRACKEN, ARCHITECT

SEAL:

CONSULTANT:

CAMP BOW WOW

CAMP BOW WOW
STORE NO.: PARKER
10325 SOUTH PROGRESS WAY
PARKER, CO 80134

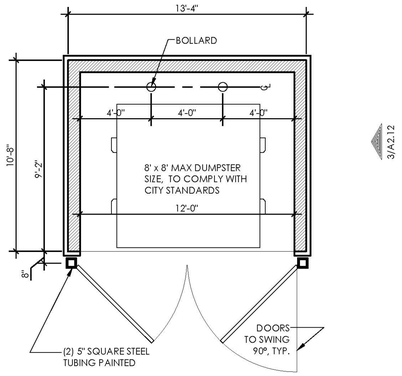
REV	DATE	DESCRIPTION
△	04.23.19	SURVEY PACKAGE

DRAWN BY: CAW
CHECKED BY: MDL

ARCH. PROJECT NO.:
CBW19001.0

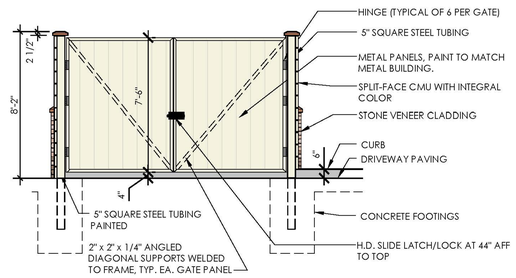
SHEET NAME:
EXTERIOR
ELEVATIONS

SHEET NUMBER:
A2.11

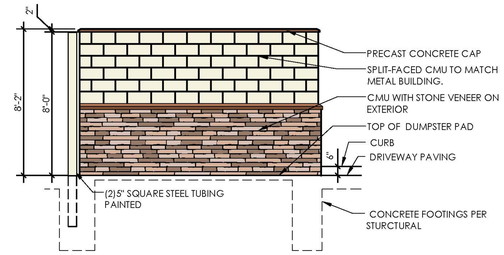


1 | DUMPSTER ENCLOSURE
1/4"= 1'-0"

2/A2.12



2 | DUMPSTER ENCLOSURE
1/4"= 1'-0"



3 | ENCLOSURE SIDE VIEW
1/4"= 1'-0"

PM DESIGN
Architectural Solutions Group
19120 SE 34TH STREET
SUITE 115
VANCOUVER, WA 98683
PROJECT CONTACT: MARY LAKEY
PHONE: 360.719.1952
EMAIL: MLAKEY@PMDGINC.COM
KEN MCCRACKEN, ARCHITECT

CONSULTANTS

CAMP BOW WOW

CAMP BOW WOW
STORE NO.: PARKER
10325 SOUTH PROGRESS WAY
PARKER, CO 80134

NO.	DATE	DESCRIPTION
1	04.23.19	SURVEY PACKAGE
2	06.26.19	SITE PLAN SUBMITTAL
3	08.09.19	SITE PLAN RESPONSE #1

DRAWN BY: CAW
CHECKED BY: MDL

PROJECT NO.
CBW19001.0

SHEET NAME
SITE DETAILS

SHEET NUMBER
A2.12

PM DESIGN GROUP, INC.
7200 S. Alton Way, Suite B-270
Centennial, CO 80112
p.303.223.7931

October 21, 2019

BrieAnna Simon
Associate Planner
Town of Parker
20120 East Main Street
Parker, CO 80138

The purpose of this memo is to provide the Planning Department of the Town of Parker a brief description of our proposed project at 10325 South Progress Way, Parker, Colorado 80134.

Enclosed please find our Use by Special Review package for your consideration.

The existing Building is a total of 10,050 sq.ft. The upper southeast corner of the building has 1,300 sq.ft. of existing office spaces which will be rented by Camp Bow Wow and will remain offices. 1,300 sq.ft. of the upper northeast corner of the building is an existing dog grooming company that will remain. 1,876 sq.ft. of garage space is currently used for a landscape company and Camp Bow Wow will be renting that portion of the building. The existing Camp Bow Wow as it is today is 5,574 sq.ft. for a total of 10,050 sq.ft.

We are proposing to expand the existing Camp Bow Wow currently at 5,574 sq.ft. to include the existing 1,876 sq.ft. of the existing landscape company's garage space within the existing building to a total of 7,450 sq.ft. The existing office space and dog grooming areas will remain as is.

A new double entrance is being proposed and will increase the building footprint by 100 sq.ft.

We are proposing to remove the existing demising wall between the dog day care kennel area and the landscape company's garage space. We are proposing to add new kennels, interior play yard and finishes throughout. A new isolation area will also be added to the facility. This will require a new entrance at the southwest corner of the building. A new retaining wall will be constructed as the existing exterior condition is a sloped rock area.

The existing outdoor play yards are 3,049 sq.ft. We are proposing to add a new play yard at the exterior of the building at the southwest corner of the building. This new play yard will be 761 sq.ft for a total outdoor play yard area of 3,810 sq.ft. As the existing facility is twelve years old some basic maintenance to the play yards will need to be completed. The existing 4" curb surrounding the existing play yards will be removed and replaced where some damage and wear and tear as occurred over time. A New 4" curb will be incorporated around the new play yard extension and will match the existing curbing.

In the west parking lot damage to the existing asphalt paving has occurred due to the heavy equipment of the landscape company. We are proposing to remove and replace the asphalt, relocate the existing trash containers and re-stripe the parking lot for defined parking stalls. We will also be adding a heated concrete pad at the entrance of the proposed entrance to help with snow removal in the winter.

The existing trash area will be relocated to the south portion of the parcel. A new structural concrete pad will be installed to help alleviate damage to the asphalt parking lot. A new trash enclosure will be built to enclose the trash containers and will match the building's exterior in color and materials.

Parking at the east side of the building is currently 1 ADA parking stall and 14 standard stalls, for a total of 15 parking stalls. No work on the east side of the building is being proposed and will remain as it.

The existing parking at the west side of the building is not currently defined by parking stripes. The lot will be striped for 14 standard parking stalls measuring 9'-0" wide by 18'-0" long and 2 proposed ADA stalls at the Buildings entrance with a 5'-0" wide accessible aisle. The full parking for this location will be 3 ADA stalls and 28 standard parking stalls. Per Section 13 of the Town of Parker's Land Development code 30 parking stalls are required per the Net Lease area of 1,107 rounded to 1,200 sq.ft. We are also proposing a bike rack for 3 bicycles to meet code requirements as well.

There will also be 2 new pole lights at the western portion of the parking lot for additional lighting for the camps clients.

All existing landscape areas, trees and vegetation will remain as is.

Approval Considerations

1. The proposed project expansion use will be in harmony and compatible with the character of the surrounding areas and neighborhood;

   This existing Camp Bow Wow is located in the Light Industrial (LI) area of Parker. The surrounding neighbors consist of a storage yard for the Rocky Mountain sign company to the south, Parker Transmission & Gear Company to the west; Hardey's Motor Werks to the North and a vacant lot with storage trailers to the east. The surrounding area has Multiple Automotive business, construction services and manufacturing business. The Camp Bow Wow has been in business at this location since 2007. With the additional expansion within the existing building footprint this will allow the business to grow and add more to the economic base to the Town of Parker. As an established company in this neighborhood; the expansion and exterior upgrades to the west side of the building and parking lot will improve the compatibility and harmony within the surrounding area and neighborhood.

2. The proposed expansion use will be consistent with the Town Master Plan;

   As the existing Camp Bow Wow has been a prominent business in Parker since 2007 and is expanding to increase their services to the residences of Parker, we find that the business will be consistent with the Town of Parkers Master Plan. By expanding within the existing buildings footprint this project would limit any negative impacts on the surrounding community and services. This expansion would embrace the Town's goals and strategies of controlled growth.

3. The proposed expansion will not result in an over-intensive use of land;

   The proposed expansion of the camp will be a use that is still consistent with the intended land use and should not cause an over intensive use of the land. The entrance expansion is limited to 100 sq.ft of the building foot print. The addition of the proposed play yard is only 761 sq.ft. With the additional improvements to repairing the damaged asphalt parking lot, adding striping for the dedicated parking stalls as well as adding a trash enclosure the overall use of the land will stay the same as well as be improved.

4. The proposed project expansion will not have a material adverse effect on community capital improvement programs;

The existing camp has provided a much needed service to the residences of Parker and surrounding communities. The camp does not adversely affect the neighboring business; but has provided a positive presence within the industrial area. The Building is a clean and well maintained facility and the grounds are well maintained. The camp has proven to be a good neighbor to the surrounding business.

5. The project expansion will not require a level of community facilities and services greater than that which is available;

   The camp's project expansion and proposed changes will have an effect or a greater level of the community facilities and or municipal services beyond that which the Town of Parker currently provides. Since the proposed expansion is staying within the existing building the current services have been assed and the project will not require anything more than what is presently available.

6. Will not result in undue traffic congestion or traffic hazards;

   The current camp has not generated significant traffic or congestion to the neighborhood. The business has not created any traffic hazards as well. We believe the proposed expansion will also not create an increase that would create any additional congestion or hazards to the neighborhood. The Camp is open from the hours of 6:30 am – 7:00 pm, which between these hours the clients arrive at different times of the day for pick up and drop off. There is adequate parking being provided on site and the majority of the neighboring business are not open and operating during the Camp's busiest hours.

7. The proposed project expansion will not cause significant air, water or noise pollution;

   As in the past; the Camp disposes of waste materials throughout the day within the interior kennels and exterior play yards. The play yards are closely monitored by the staff and clients with live web cameras so care and cleanliness is of the utmost importance. The Camp's staff follows the storm water regulations and procedures for clean up. Upon removal of the waste; which consist of a small garbage bag per day, the outside play yards is misted with biodegradable and environmentally friendly cleaner twice a day. The cleaner does not cause any harm to the Town of Parker's sewer or water systems.

   We are not expecting the noise levels to increase by the expansion of the outdoor play yard or expansion of the interior dog day care. The additional play area will be constructed with the small material and height and will be maintained in the same manner as the existing play yards. There will be no negative impacts on the surrounding businesses and neighborhoods.

8. Will be adequately landscaped, buffered and screened;

   The existing Camp Bow Wow has a 6'-0" wooden fence that encloses the entire parking area, play yards and trash enclosures. The existing landscape areas will remain in place and be maintained as in the ast. There will not be any reduction of the existing landscape, open space areas. The additional fenced play area with the other perimeter fence will provide additional screening and safety for the animals and neighbors.

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

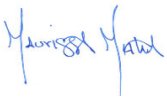
   Great care is taken to ensure that the safety of the clients, dogs, and neighboring businesses or future inhabitants is addressed daily. There have been no negative impacts since Camp Bow Wow has been residing at this location since 2007. We believe that the proposed project will improve the building, open area and surrounding neighbors

by repairing the parking area and adding additional striped parking stalls. Adding additional site lighting and providing a trash enclosure.

Our design team has considered the Land Development code for the Town of Parker in the preparation of our Planning Department package and supporting documents.

I look forward to hearing from you on our proposed project. Please let me know if you should have any questions or concerns.

Sincerely,



Maurissa Muha
Project Manager
PM DESIGN GROUP, INC.
Office: 303.223.4864

RESOLUTION NO. 21-030, Series of 2021

TITLE: A RESOLUTION CONCERNING CERTAIN APPLICATION MATERIALS SUBMITTED AS PART OF, AND INCLUDED AS A CONDITION OF APPROVAL FOR, THE USE BY SPECIAL REVIEW FOR LOT 3 OF THE BLAIR INDUSTRIAL PARK REPLAT OF TRACT 3 SUBDIVISION

WHEREAS, an application was made for approval of a Use By Special Review for Lot 3 of Blair Industrial Park Replat of Tract 3 Subdivision (Z19-020);

WHEREAS, as part of the application for the Use By Special Review, the applicant submitted a "Camp Bow Wow Operations Manual" and "Camp Bow Wow Camper Healthcare and Cleaning Guide" (collectively the "Guides");

WHEREAS, Condition No. 3 of the Use By Special Review approval references the Guides;

WHEREAS, according to the applicant, the Guides contain confidential proprietary information, which the Town has been asked to remove from the public record;

WHEREAS, the applicant has submitted a nonconfidential summary of the relevant information contained in the Guides, which is attached hereto as **Exhibit A**, and has requested the summary replace the Guides referenced in Condition No. 3, and in the public record;

WHEREAS, the Town has reviewed the Guides and summary and determined it is in the Town's best interest to replace the Guides with the summary and revise Condition No. 3 accordingly;

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

Section 1. Condition No. 3 of the Use By Special Review for Lot 3 of the Blair Industrial Park Replat of Tract 3 Subdivision is hereby amended and restated as follows:

"3. Operations shall comply with the summary attached as Exhibit 1 to Resolution No. 21-21, Series of 2021;"

Section 2. The Guides shall be removed from the public record and replaced with the summary, attached hereto as Exhibit 1.

RESOLVED AND PASSED this 7th day of June, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool

Chris Vanderpool, Acting Town Clerk

CONSENT OF THE PROPERTY OWNER

The Property Owner hereby consents to and agrees to be bound by Resolution No. 21-021, Series of 2021.

PROPERTY OWNER: 10325 S. PROGRESS WAY, LLC

By: DeAnn Krauss

Member *[Name/title]*

STATE OF Ohio)

)ss.

COUNTY OF Seneca)

The foregoing instrument was acknowledged before me this 2 day of June, 2021, by DeAnn Krauss, as member of 10325 S. Progress Way, LLC.

My commission expires: May 28, 2023.

SEAL

Stacy Wilson

Notary Public Stacy Wilson

EXHIBIT A

ZONING PRESENTATION

IMPORTANT NOTICE

The information in this document is property of Camp Bow Wow Franchising, Inc. All Rights Reserved. This document is being provided to you for your bona fide use in approving site plans for a Camp Bow Wow® business, and for no other purpose.

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Hours of Operation

- Camp Bow Wow's service is unique in that the Camps are open 365 days a year. Pickup and drop off occurs anytime during the normal hours of operation, which are typically:
    - Monday – Saturday 7AM - 7PM.
    - Sunday and Holidays 7AM - 10AM and 4PM - 7PM.
- Day Camp must be offered Monday through Friday and is optional on weekends. Camp Bow Wow® strongly recommends that franchised locations offer Day Camp and conduct interviews Monday through Saturday, at a minimum.
- Boarding is offered seven days per week.
- Camp staff is on site from 7:00 AM to 7:00 PM. One staff member per 25 dogs minimum. Minimum 2 Certified Camp Counselors® on site during business hours.
- Camp must be open for Camper play/care a minimum of six hours on the weekends and holidays (three hours in the morning and three hours in the afternoon) and open to the public for a minimum of four hours on those days (two hours in the morning and two hours in the afternoon).
- Overnight Campers cannot be left in cabins for more than twelve hours. Boarding Campers are housed in individual indoor secured cabins overnight. CBW does not have indoor/outdoor runs and all overnight boarding is within the enclosed building.
- Camp Bow Wow® Dog Training may occur during Camp hours or on a schedule determined by the Camp. Hours for In-Home Services by Camp Bow Wow® and behavior training that occurs at the pet parent's home are negotiated between the Pet Parent and Camp management.

General Camp Operations Information

- Other services offered: overnight boarding, training, grooming, retail for purchase (pet related supplies).
- The video cameras (Camper Cams) are available to the public during open hours, but they are on 24 hours a day. They can be accessed via the web or mobile phone apps.
- All facilities have fire and security systems connected directly to the fire and police departments for monitoring. The temperature is climate controlled and maintained at a constant 64-78 degrees year-round.
- The outdoor play area is used sporadically for relief and fresh air. Staff is present at all times when dogs are outside. Staff are trained to utilize specific dog training methods to keep noise to a minimum. Dogs bark when they are bored and left alone. This is not the case at Camp.
- Dog waste is immediately and continually cleaned up as it occurs and disposed via local municipality approved methods.

Safety

- CBW provides the safest dog daycare and boarding experience for our Campers. Every area in Camp is designed to maintain a safe environment for our Campers and staff to prevent injury or illness. Once the dogs are behind the check in area in our lobby the Camper has little potential for escape.
- All of our staff must pass our Certified Camp Counselor ® training and also be pet first aid and CPR trained. Campers are never left unsupervised when together in our open play environment.
- All of our Camps have two emergency veterinary hospitals relationships secured so that in the event of an injury or health issue a Camper can immediately be seen and treated.

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- All of our Camps work with their local jurisdiction to create emergency evacuation protocols in the event the building must be evacuated short or long term. Our staff is trained on how to implement these protocols following CBW operations standards.
- All of our Camps adhere to our proven cleaning and maintenance processes to ensure a clean and safe environment for staff and Campers. Every surface in Camp is cleaned daily with our hospital grade environmentally safe cleaning products.
- All of our Camps maintain appropriate coverage for business, building and incident insurance complying with federal, state and local law as well as our franchise requirements.

Noise Concerns?

- Barking is not a major issue as our staff are well trained and constantly monitor the dogs inside and outside. We can use a myriad of soundproofing materials depending on the Camp design and sound impact anticipated at the location.
- Campers mainly spend their time inside taking brief breaks outside when they need to relieve themselves. With a pack mentality, Campers tend to follow the Counselors (they are the alpha) in the yards making controlling indoor and outdoor egress with the dogs easier.
- Our Certified Camp Counselors® utilize pack management and individual behavior training techniques to keep barking at an absolute minimum. If necessary, overly disruptive Campers will be placed in a cabin for a time out or the guardian will be called to pick them up.
- The outside break yard is constructed with solid vinyl fencing to act as a noise buffer. Fence height is a mandatory 8 feet to insure dog and neighborhood safety.
- The yard is situated at each site on the back or side of the property away from any residential properties, using the building as a buffer.

Waste or Smell Concerns?

- We utilize specialized bio-degradable cleaners and disinfectants – the same that are used in hospitals, childcare centers, and gyms. These products keep our facilities (indoor and out) smelling fresh and clean year-round.
- CBW provides all franchisees a set daily cleaning schedule. Franchisor site visits occur year-round and regular web camera evaluations are conducted to ensure proper maintenance of CBW facilities and that brand standards are being followed. Secret shopper programs are also used for additional review.
- We target a very upscale clientele that requires our facilities are kept spotless.
- The Camp Bow Wow® waste removal routine includes constant play area patrol so that waste is picked up and deposited in a galvanized steel trash can with lid and a 3-mil trash can liner. The liner is removed, sealed and deposited in the facility dumpster daily as needed. A typical CBW produces approximately the equivalent to one large lawn/leaf garbage bag of waste per day. Dumpster pick-up is scheduled for once to twice a week.

Drainage Concerns?

- In our facilities we never spray anything down to clean it – we use a light foaming device along with mops and squeegees to clean our facilities.

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- We also use a professional auto-scrubber to clean the floors which intakes any excess water into the machine, minimizing water consumption as well as maximizing cleanliness.
- When cleaning the yards daily, the amount of water used is the equivalent to a 5-minute human shower.
- Our disinfectants are pet safe and environmentally friendly and do not require rinsing.

Traffic or Parking Concerns?

- The services of Camp Bow Wow attract high end customers that are in a hurry and on their way to and from work or travel. Camp Bow Wow operates efficiently so that the dog drop off and pick up is quick and easy for our clients:
    - Pre-Purchased Day Camp Packages keep front lobby transactions short.
    - Customers are able to drop off or pick up quickly without having to make a payment each time. This keeps the average drop/off and pick up time to 5 minutes or less.
- We do not have typical parking needs of retail businesses since our pickup and drop off for services are quick transactions. On average we require 10-15 parking spaces minimum to accommodate client and employee parking.

Cleaning and Disinfecting Guidelines Given to Camps

- Cleaners and disinfectants are not the same. Cleaning uses detergents and products that break down soils on surfaces, but disinfectants kill or inactivate microorganisms and pathogens, which is how we minimize the risk of disease transmission. We have several types of disinfectants that we use at Camp, and you may hear the term "deep clean" which, for Camp, will also mean disinfect.
- Cleaning Products and Proper Dilution Ratios
    - Please refer to the Cleaning Products Dilution Ratio instructions for appropriate product and dilution information for each product. Note: California Camps have a separate document.
    - If the Safety Data Sheet for any product used in Camp differs from Camp Bow Wow's stated requirements, the stricter requirement shall control.
    - Post the Cleaning Products Dilution Ratios and Tip Chart in the chemical utility area.
    - Maintain a complete Safety Data Sheet (SDS) notebook with all chemicals.
    - Required safety equipment needed in Camp includes safety goggles, rubber gloves and an eyewash station. Your state regulations may require additional equipment, it is your responsibility to know and meet those requirements.
    - Label all spray bottles with appropriate chemical labeling that are available from the distributors. Non-diluted stickers should go on the yard sprayers, and spray bottles should have a diluted chemical label.
    - Chemical solutions must be in contact with surfaces for a minimum of 10 minutes. Keep the Campers away from all wet surfaces until they are dry.
    - Always use cold water with Chemicals.
    - DO NOT USE BLEACH! NO BLEACH IS ALLOWED IN CAMP FOR ANY REASON.
        - Bleach is harmful to Campers, humans, and the various surfaces found in Camp.
        - Camp Cleaning products are designed to kill all pathogens, are safer for Campers and humans alike, and are not corrosive to the various surfaces in Camp.
- <u>Common Areas</u>.

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- Lobby. Your front lobby's clean, neutral smell and appearance is a pet parent's first impression.
  - Ensure windows and glass doors are sparkling clean and streak-free
  - Ensure that the desk is dusted and clutter-free
  - Dust and clean computer equipment
  - Empty trash cans regularly
  - Vacuum lobby floor mats and have them cleaned regularly
  - Make sure that the floors are swept and mopped
  - Prepare mop buckets using the correct ratio of appropriate Chemicals
  - Refill buckets, as necessary, to ensure that disinfecting is done with clean water and solution
  - Do not allow Campers to drink out of the mop buckets
  - Sanitize mop heads in the washing machine on a daily/nightly basis using hot water cycle
  - Disinfect weekly with a spray bottle and correct ratio of appropriate Chemicals.
- Offices.
  - Keep the offices clean and clutter free
  - Dust office furniture
  - Dust and clean computer equipment
  - Empty trash cans regularly
  - Dry Mop & Wet mop at least twice a week
  - Disinfect weekly with a spray bottle and correct ratio of appropriate Chemicals
- Aisles.
  - Dry mop daily
  - Ensure there is no hair buildup
  - Mop daily with correct ratio of appropriate Chemicals
- Groom Room.
  - Clean the grooming/bathing areas and remove hair from drains, floors, and corners per the AM/PM checklist daily, and disinfect weekly
- Training Room.
  - Dry mop daily to remove hair build up
  - Disinfect weekly with correct ratio of appropriate Chemicals
  - Disinfect before and after any puppy class or play time
- Break Room.
  - Clean the break room per the AM/PM checklist, and disinfect weekly
- Restroom.
  - Clean the break room and restrooms per the AM/PM checklist, and disinfect weekly

- Camp Systems.
  - Smoke Detectors
    - Vacuum and test all smoke detectors at least once every 6 months and follow all other recommended service guidelines.
    - Ensure smoke detector is free of debris, hair, or other build up.
  - HVAC System
    - You must change your filters at least monthly or as required by the property owner or landlord.
  - Alarm System

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        - Have periodic alarm system inspections per the alarm company's or the fire inspector's recommendations.
        - Ensure alarm system is free of debris, hair, or other build up.
    - Temperature Control System
        - Ensure this system is operating at all times, and conduct weekly temperature control system inspections (or more frequently, if recommended by the manufacturer).
        - Temperature control system should be free of debris, hair, or other build up.
    - Dryer Vents
        - Internal dryer vents must be cleaned at each used. External dryer vents should be checked monthly and cleaned at least quarterly.
- Play Yards
    - Play Equipment
        - Scrub and disinfect the top, sides and bottom surfaces of the play equipment with appropriate Chemicals.
    - Fencing
        - Scrub and disinfect the fencing and privacy panels that separate the play areas as well as the fence tops with appropriate Chemicals.
        - Use the proper spray nozzle.
        - Use a brush to scrub the fencing, refrigeration flaps and privacy slats.
    - "Poop Patrol"
        - Do not allow feces to accumulate in the play yards. Pick it up immediately so it is not visible on the Camper Cams and cannot be consumed by another Camper.
        - Use compactor bags in your poop cans because they are sturdy and they will not break if used properly. Do not fill the poop cans more than 1/2 full. Place them in an area where Campers cannot use them to escape from the play area.
    - Artificial Turf
        - Please refer to the manufacturer's instructions for proper care of your synthetic grass. All artificial turf must be kept in good condition, free of hair build-up and worn out areas must be replaced as necessary. Outdoor yards are to be sprayed daily using the foam gun.
    - Pea Gravel
        - Pea gravel develops a moat-like appearance after use, so rake it evenly throughout the outdoor play yards. It must also be raked evenly as it may build up against the fencing, making it easier for Campers to escape. Outdoor yards are to be sprayed daily using the foam gun.
    - Indoor Play Yards
        - Clean all urine and feces promptly and mop to disinfect with appropriate Chemicals
        - Dust all surfaces (red mailbox, top of fencing, hose reel, etc.).
        - Dry mop all aisles and play areas per the AM/PM checklist to cut down on the amount of hair that collects.
    - During evening mealtime:
        - Dry mop the play yards
        - Shop Vacuum all wall, fencing edges, and play equipment
        - Scrub and disinfect walls, fencing, and refrigeration flaps with appropriate Chemicals
            - Wet mop or auto scrub the floors

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- Cabins
    - Disinfecting Instructions
        - Disinfect the Cabins after a Camper checks out with appropriate Chemicals
        - Disinfect Day Camp Cabins weekly
        - Ensure Cabin has been deep cleaned prior to new boarding check in
        - Remove any water and food bowls
        - Dust all surfaces of the Cabin inside and out
        - Sweep or vacuum the cabin to remove any fur prior to wet cleaning
        - Disinfect all cabin surfaces thoroughly, including the top, sides and floor both inside and outside from the top to the bottom
        - Use the brush to scrub all walls and doors
        - Scrub the cot
        - Scrub the floor with a floor brush and then mop out the cabin
        - Allow the cabin and floor to dry before use
    - After Breaks
        - After feeding the Campers breakfast, and after any rest periods in cabins, each cabin should be given a quick clean.
        - Sweep and mop the cabin.
        - Remove and change the water bowls.
        - Set up the Camper cot.
        - Organize any Camper belongings.
    - Teacup Condos
        - Campers may not be in Cabins during any disinfecting routines
        - Use a spray-and-wipe technique to clean the condos, diluting the appropriate Chemicals per the dilution ratio in the Chemical Dilution Ratio Sheet.
        - If the Cabins have removable flooring, remove the flooring and disinfect it over the mop sink. Do the same for the Potty Park or whatever approved apparatus you are using.
        - Walls should be spot-cleaned as needed and thoroughly cleaned weekly.
- A Pet Parent's first impression will always be on the cleanliness of your Camp. The Pet Parent should not smell any cleaner, disinfectant, or Campers.
- Your Staff will be doing a lot of cleaning, including but not limited to removing hair from floors and corners, and wiping down glass around the front door to make sure that the exterior is spotless.
- Your Staff should complete the duties listed in the AM Shift Duties and PM Shift Duties supporting tools.
- Supervisors should monitor this list to ensure that all tasks are completed daily.

Maintenance Guidelines Given to Camps

Camp Bow Wow® expects you to keep everything in Camp functioning and operational. The following are a few general tips:

- If you are unable to repair something, hire a professional.
- Install child protectors into electrical outlets to protect Campers.
- Maintain an appropriate height ladder for repairing lighting, HVAC, and access to the ceiling and roof.

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- Adjust the tension on the front door to ensure that it does not easily open from either wind or a Camper pushing against it.
- Inspect cabins regularly to ensure that they are in proper working condition.
- Inspect the play equipment regularly. Check for cracks, sharp edges or loose bolts and make sure that all connectors are in place.
- Pup Pools - Camp Bow Wow® only allows "One Dog, One Bone" branded pools in white.
    - Do not store your pools outside during the colder months.
    - Empty pools regularly and refill with fresh water.
    - Monitor the pools closely when in use.
    - Sanitize the pools daily after use, and
    - Properly store pools when not in use by hanging, removing from yard or placing flat, right-side up.
- Fencing
    - Inspect your fencing daily. Ensure that there are no gaps, holes, loose bolts, or wires.
    - Inspect gates to ensure that they are tight and do not drag on the floor.
    - Ensure that gate clips are working and installed on all required gates.
    - Replace any chewed or missing privacy slats.
- Indoor Play Yards
    - Inspect your floors regularly and reseal any spots as needed.
    - Inspect wall surfaces and floors for cracks or any other damages.

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Public Comment

RS Associates
10315 S. Progress Way
PO Box 2110
Parker, CO 80134
303-841-1070

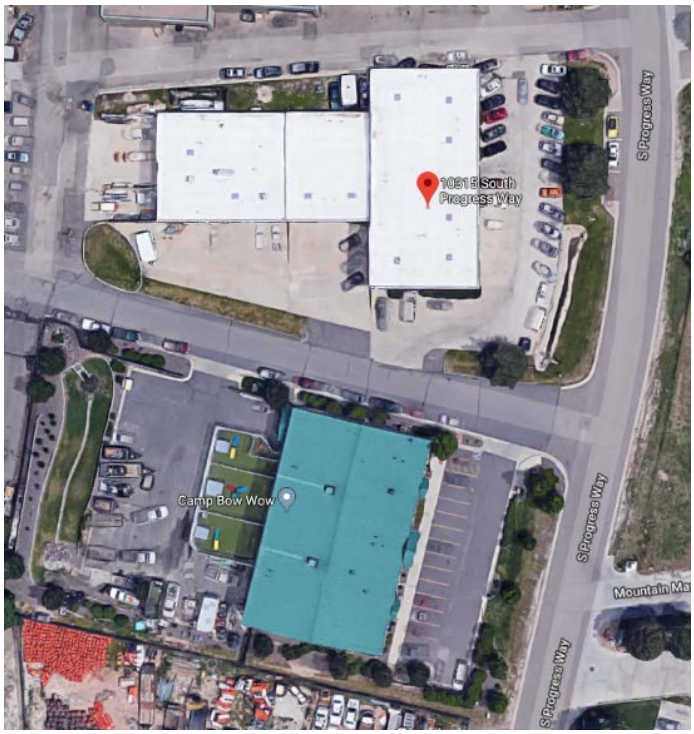
November 13, 2019

To: **Parker Planning Commission**

From: **RS Associates, c/o Nicholas C. Ratkai**

Re: **Kennel Expansion, Amended Site Plan, Permit No. Z19-020**

Thank you for the opportunity to speak on this issue and convey our issues with this proposed project. RS Associates has been a business based out of Parker since 1985 and we have owned the building at 10315 So. Progress Way since 1987. We are the closest building to Camp Bow Wow, their entrance opens directly adjacent to our, with a private access road in between our properties.



We are greatly concerned with the expansion of this for the following reasons:

1. The dog barking is consistent throughout business hours and can be heard not only outside the property, but inside our units as well, particularly Units 6, 8, and 10.

2. Because of this, we lost a 10-year tenant partially because of the dog noise. We have a letter included from said tenant outlining this fact at their termination of lease. The loss of this tenant, and the difficulty it took to re-lease this space, partially due to the dog noise and frequent parking issues, resulted in an income loss of over $22,500. While seeking a new tenant, the space remained vacant for 9 months.

3. There have been numerous parking issues where the kennel's customers and employees have parked in our lot. Some tenants have not been able to access their space, including an instance of a tenant's vehicle being blocked in (unit 8) and one another instance wherein a customer of the kennel parked so close to the building that our tenant could not open their front door.

4. As with any kennel use, dog waste is an issue. While we can assume that the kennel has a standard process for addressing waste on their property, their customers often use our property for this purpose and do not clean up afterwards. We have photographic evidence of this as well. This is a consistent issue.

5. While the road between our properties is a private road, it still serves as a Fire Lane for all buildings in the vicinity, including the kennel. Constant parking for both customers and employees of the kennel in this area could adversely impact emergency access, which may prove catastrophic.

Our business depends on leasing. We are not owner-occupied, as many of the buildings in the vicinity are. Therefore, our success depends on a full tenancy of the building. Our tenants are small business owners and many larger businesses in Parker had their start in our building and have used it as a catalyst for growth since we purchased the building over 30 years ago. We fear that this usage could impact future sale and marketability of our (current) $2 million investment.

We would recommend that Planning Commission forward a denial recommendation of this site plan amendment or, at the very least, consider strong conditions for this use to improve the external impacts for noise, waste, parking, and traffic.

Kind Regards,

Nicholas C. Ratkai

Rocky Mountain Signing Company, Inc.
Visit us at www.Team-RMS.com "Serving Colorado Since 1991"
Complete Traffic Control Service & Rental

November 14, 2019

Town of Parker
20120 East Main Street
Parker, CO. 80138

Re: Camp Bow Wow
10325 South Progress Way
Parker, CO. 80134

To Whom It May Concern:

Rocky Mountain Signing has been located at 10335 South Progress Way for twenty five years and is just to the south of Camp Bow Wow. The owners are both respectful and considerate neighbors. I support the expansion of Camp Bow Wow!

If I can provide any further information, please contact me.

Thank you.

Sincerely,

Julie Hurley
President

Office 303-840-9877 • Fax 303-840-3157 • 10335 South Progress Way • Parker, Colorado 80134
equal opportunity employer

Independent Auto Care

10314 South Dransfeldt Road

Parker, Co 80134

303-840-4400

To whom it may concern,

We have worked next to Camp Bow Wow since they opened & have had no issues with there business. Friendly people & work staff. Have had no noise issues with the business or any other problems. I have no problem with them doing the business improvements to their building.

Rick Greenlee

11/14/19

10325 S. Progress Way, unit 103

Parker, CO 80134

As the owner of Colorado Dog, and one of the tenants of the 10325 S. Progress Way complex, I approve of this project 110%. Not only will it alleviate our over-crowded parking lots, but it will clean up the lower parking area + make a more efficient use of the space. It will give the exterior a more professional and aesthetically pleasing appearance.

If it does not pass our overflow parking will continue pouring onto our narrow side street and Progress Way, which is unsafe.

Thank you for your time,

Mirinda Medel

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Rhonda Willey, Controller

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.523.5 Second Reading**
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey

EXECUTIVE SUMMARY

The purpose of this budget revision is to amend the appropriated funds for 2019. The total budget amendment is a net increase of $1,573,525 revenue to the General Fund, and a net increase of expenditures of $376,060 to the Capital Improvements Fund.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town refunded the 2009 Certificates of Participation (COPs) in August of 2019. When the COPs were refunded, the original debt was paid off and accounted for as an expenditure. The General Fund expenditures need to be increased by $28,509,710 to account for the transaction. The new debt was accounted for as a revenue. The General Fund revenue needs to be increased by $30,083,235 to account for the transaction.

There was a significant hail storm in the summer of 2019 which led to several roof replacements. The Town outsources a major portion of these inspections. The Town also receives building permit revenue for the inspections. The budget revision includes an increase in revenues and expenditures in the amount of $30,000 for these increases.

There are two developer funded projects in the Public Improvements Fund. The budget revision includes an increase of $376,060 in expenditures for these. The projects are listed in Exhibit A attached to the Ordinance.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 28,539,710	$ 30,113,235	$ (1,573,525)

Capital Improvement Fund	376,060	-	376,060
Total all funds	$ 28,915,770	$ 30,113,235	$ (1,197,465)

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.523.5

RECOMMENDED MOTION

I move to approve Ordinance 1.523.5 on second reading.

ORDINANCE NO. 1.523.5 , Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 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 2019 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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.5

1st Reading November 4, 2019

2nd Reading December 2, 2019

	Revision	2019 Revised Budget
General Fund		
Beginning fund balance		$ 21,031,496
Revenue		52,742,017
Revenue revision	30,113,235	30,113,235
Total revised revenue		82,855,252
Total available		103,886,748
Expenditures		58,205,445
2018 Carryover	-	
Supplemental appropriation	28,539,710	
Total expenditure revision		28,539,710
Total revised expenditures		86,745,155
Ending fund balance		$ 17,141,593
Public Improvements Fund		
Beginning fund balance		$ 21,460,922
Revenue		11,595,263
Revenue revision	-	-
Total revised revenue		11,595,263
Total available		33,056,185
Expenditures		16,254,075
2018 Carryover	-	
Supplemental appropriation	376,060	
Total expenditure revisions		376,060
Total revised expenditures		16,630,135
Ending fund balance		$ 16,426,050

Town of Parker **Exhibit A**

Summary of Revisions to 2019 Budget Ordinance 1.523.5

1st reading 11/04/2019

2nd reading 12/02/2019

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 28,539,710	$ 30,113,235	$ (1,573,525)
Capital Improvement Fund	376,060	-	376,060
Total all funds	$ 28,915,770	$ 30,113,235	$ (1,197,465)

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.5
1st reading 11/04/2019
2nd reading 12/02/2019

Expenditures

General Fund

Additional costs for increased roof inspections due to hail storms in summer 2019	30,000
Refunding of 2009 COPs and cost of issuance for 2019 COPS	28,509,710
Total General Fund expenditure supplemental revision	**$28,539,710**

Public Improvement Fund

Kings Point Way stormwater and water infrastructure for Vantage Point - 100% funded by developer	264,850
Motsenbocker wedening-Clarke Farms to Todd Drive landscaping and irrigation - 100% funded by devleoper	111,210
Total Public Improvement Fund expenditure supplemental revision	**376,060**

Total expenditure supplemental revision	**$28,915,770**

Revenues

General Fund

Building permit fees increased due to permits pulled for roof inspections from hail storms	30,000
2019 COPs proceeds	30,083,235
Total General Fund revenue supplemental revision	**$30,113,235**

Total revenue supplemental revision	**$30,113,235**

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.539 - Second Reading**
A Bill for an Ordinance to Adopt the 2020 Budget and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

The 2020 Town of Parker Budget is submitted for Town Council approval.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The 2020 Town of Parker Annual Budget has been prepared for Town Council consideration and approval.

Staff is required by Town Charter to submit a budget for the coming year to Council prior to October 15, 2019. The document was emailed to Council on Wednesday, October 9, 2019, and posted on the Town of Parker Internet site on Friday, October 11, 2019, in compliance with that requirement. In addition, a budget retreat was held on September 27, 2019, where the Town budgets were reviewed. On October 28, 2019, a study session was held with Council. The first public hearing was held on November 4, 2019.

The projected budget is balanced across all funds. The General Fund cash balance meets the requirement of maintaining at least a 25% reserve equal to the total annual General Fund appropriations.

FINANCIAL IMPACT

The budget establishes the approved appropriation levels by fund for 2020.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.539

RECOMMENDED MOTION

I move to approve Ordinance No 1.539 on second reading.

ORDINANCE NO. 1.539, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 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 2020 was presented by the Town Administrator on September 27, 2019; 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 4, 2019, and December 2, 2019, 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 2020 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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Exhibit A
Town of Parker
2020 Annual Budget

General Fund		
Beginning Fund Balance	$	17,415,736.31
Revenues		53,642,495.00
Expenditures		53,701,178.72
Ending Fund Balance	$	17,357,052.59
Conservation Trust Fund		
Beginning Fund Balance	$	314,969.69
Revenues		510,100.00
Expenditures		525,000.00
Ending Fund Balance	$	300,069.69
Parks and Recreation Fund		
Beginning Fund Balance	$	7,018,503.38
Revenues		8,804,880.00
Expenditures		8,681,928.00
Ending Fund Balance	$	7,141,455.38
Law Enforcement Assistance Fund		
Beginning Fund Balance	$	140,759.00
Revenues		88,000.00
Expenditures		99,837.00
Ending Fund Balance	$	128,922.00
Cultural Fund		
Beginning Fund Balance	$	120,885.25
Revenues		5,119,141.00
Expenditures		5,208,222.43
Ending Fund Balance	$	31,803.82
Recreation Fund		
Beginning Fund Balance	$	1,353,076.85
Revenues		8,847,495.00
Expenditures		9,458,698.36
Ending Fund Balance	$	741,873.49

Capital Renewal and Replacement Fund

Beginning Fund Balance	$	1,969,679.00
Revenues		30,000.00
Expenditures		-
Ending Fund Balance	$	1,999,679.00

Public Improvements Fund

Beginning Fund Balance	$	17,553,608.00
Revenues		19,714,705.00
Expenditures		19,360,000.00
Ending Fund Balance	$	17,908,313.00

Excise Tax Fund

Beginning Fund Balance	$	9,224,453.00
Revenues		2,745,000.00
Expenditures		2,120,000.00
Ending Fund Balance	$	9,849,453.00

Parkglenn Construction Fund

Beginning Fund Balance	$	209,123.00
Revenues		3,200.00
Expenditures		-
Ending Fund Balance	$	212,323.00

General Debt Service Fund

Beginning Fund Balance	$	-
Revenues		942,451.00
Expenditures		942,451.00
Ending Fund Balance	$	-

Recreation Debt Service Fund

Beginning Fund Balance	$	-
Revenues		1,584,894.00
Expenditures		1,584,894.00
Ending Fund Balance	$	-

Stormwater Utility Fund

Beginning Fund Balance	$	5,306,553.00
Revenues		3,031,300.00
Expenditures		3,504,630.29
Ending Fund Balance	$	4,833,222.71

Fleet Services Fund

Beginning Fund Balance	$	1,292,714.00
Revenues		2,721,689.00
Expenditures		2,226,272.43
Ending Fund Balance	$	1,788,130.57

Technology Management Fund

Beginning Fund Balance	$	1,179,182.00
Revenues		4,057,039.00
Expenditures		4,125,461.58
Ending Fund Balance	$	1,110,759.42

Facility Services Fund

Beginning Fund Balance	$	56,859.00
Revenues		1,157,551.00
Expenditures		1,137,034.83
Ending Fund Balance	$	77,375.17

Medical Benefits Fund

Beginning Fund Balance	$	832,326.00
Revenues		4,375,509.00
Expenditures		4,123,688.00
Ending Fund Balance	$	1,084,147.00

MEMORANDUM

Date:	December 2, 2019
Submitted By:	Alex Mestdagh, Engineering Service Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-104** **A Resolution to Amend Resolution No. 18-091, Series of 2018, to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through June 30, 2020, and Approve the Subdivision Agreement for Compark Village South Filing No. 1**

EXECUTIVE SUMMARY

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

• An extension to the expiration date of the development's Minor Development Plat (Filing No. 1) that creates the major infrastructure for the project, and approval of the associated Amended and Restated Subdivision Agreement.

• An extension to the expiration date of the developments' Final Plats - Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 – that create single-family residential lots.

These extensions are being requested to allow additional time to obtain environmental permits necessary to begin work on the development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Compark Village South development is located south of E-470 and north of Grandview Estates, between Peoria Road and Chambers Road. The Town Council approved the Minor Development Plat (Filing No. 1) and the associated Subdivision Agreement for development on September 19, 2016. Under the Town Code, a Developer has 90 days from the date of approval to record a plat and associated agreements before the approvals expire. The Developer of Compark Village South Filing No. 1 has previously requested and received four extensions of this expiration date.

The most recent extension, which was granted by Town Council in December of 2018, extended

this expiration date to December 31, 2019. This was requested to allow the Developer time to obtain a new permit from the U.S. Army Corps of Engineers (USACE) necessary to construct drainageway improvements with the project, as the original permit that had been obtained for this work had expired. The Town cannot grant construction permits for this project without the appropriate Corps permits in place.

Since this project's last extension, the Mile High Flood District (MHFD) has agreed to construct the drainageway improvements as a fee-in-lieu project funded 100% by the Developer. The MHFD has recently submitted the associated permit application to the USACE, but will not obtain a permit prior to the plat's expiration. It is anticipated that a response from USACE will be forthcoming in early 2020. The Developer has requested that the expiration date for the Minor Development Plat and Subdivision Agreement be extended to June 30, 2020, to allow for additional time to complete this process with the Corps and to subsequently secure any permits that the Corps may require. In association with this request, the Developer has committed to advance the security and construction of an additional segment of Belford Avenue, a regional roadway that will be extended through this property. This additional segment will result in a new east-west roadway connection extending from Peoria Street to Chambers Road. The attached Vicinity Map details the two segments of proposed Belford Avenue.

The associated Subdivision Improvement Agreement has been restated to revise the completion date of the Public Improvements, and to revise the Public Improvements Cost Estimate to include the additional segment of roadway construction and to reflect increases in construction costs since the original estimate.

If this extension is not granted, the Developer will have until December 31, 2019 to record the Minor Development Plat and Subdivision Agreement before they expire.

The proposed development also includes two final plats creating residential lots, known as Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1. The Developer has previously requested and received three extensions of the expiration dates, which extended the expiration dates to December 31, 2019. These two projects are dependent on the infrastructure required to be constructed with Compark Village South Filing No. 1, so these projects cannot move forward before Filing No. 1. The Developer has requested that the expiration dates for the Final Plats for Filing No. 2 and Filing No. 2, Amendment No. 1 be extended to December 31, 2020.

If this extension is not granted, the Developer will have until December 31, 2019 to record these final plats before they expire.

FINANCIAL IMPACT

There are no direct financial impacts to the Town. The financial security amounts that the Developer will be required to provide through the Subdivision Improvement Agreements have been modified to reflect increases in construction costs over the past year, and to include additional public improvements the Developer has committed to construct.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution 19-104

RECOMMENDED MOTION

I move to approve Resolution No. 19-104.

Compark Village South Vicinity Map

Compark Village South Filing No. 1 (Roadway, Drainage, and Utility Improvements

Additional segment of Belford Avenue proposed to be secured with Filing No. 1

Douglas County

Town of Parker

E-470

BELFORD AVENUE

COMPARK SOUTH

GREEN ACRES TRIBUTARY (GAT)

PROPOSED REGIONAL DETENTION POND

GAT BASIN LIMITS

HCC BASIN LIMITS

HAPPY CANYON CREEK (HCC)

POINT TO ROADWAY CURVE

PROPOSED BRIDGE (HCC)

CHAMBERS HIGHPOINT PROPETY

CHAMBERS HIGHPOINT PROPERTY

AIRPORT 320 PROPERTY (DOUGLAS COUNTYJURISDICTION)

SECONDARY EMERGENCY ACCESS LOCATION

E. FILBERT AVENUE

N. 1ST STREET

N. 2ND STREET

N. 3RD STREET

N. 4TH STREET

N. 5TH STREET

N. 6TH STREET

GRANDVIEW ESTATES

S. CHAMBERS ROAD

S. PEORIA STREET

GREEN ACRES TRIBUTARY (GAT)

EXISTING BLFORD AVE. WITHIN MERIDIAN

Compark Village South Filing No. 2 and Filing No. 2, Amendment No. 1 (Proposed Single-Family Development

N

0 300 600 1200

SCALE: 1" = 600'

P:\Clcpkc3\dwg\Eng\Final Drawings\Exhibits Eng\Belford Ave Road Name.dwg, 12/17/2014 9:14:19 AM, epearson, 1:1

RESOLUTION NO. 19-104, Series of 2019

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-091, SERIES OF 2018, TO EXTEND THE EXPIRATION DATE OF THE MINOR DEVELOPMENT PLAT FOR COMPARK VILLAGE SOUTH FILING NO. 1 THROUGH JUNE 30, 2020, AND APPROVE THE SUBDIVISION AGREEMENT FOR COMPARK VILLAGE SOUTH FILING NO. 1

WHEREAS, the Town Council of the Town of Parker approved the minor development plat (the "Minor Development Plat") and subdivision agreement (the "Subdivision Agreement") for Compark Village South Filing No. 1 on September 19, 2016;

WHEREAS, Section 13.07.100(j)(1) of the Parker Municipal Code provides that the failure "to submit all required documentation, including applicable security, within ninety (90) days [of approval] shall render approval off the" Minor Development Plat "null and void;"

WHEREAS, the Planning Director granted a 30-day extension as provided by Section 13.07.100(j)(2) of the Parker Municipal Code;

WHEREAS, the Town Council approved Resolution No. 17-020, Series of 2017, to extend the expiration date of the Minor Development Plat to August 31, 2017;

WHEREAS, the Town Council approved Resolution No. 17-020.1, Series of 2017, to extend the expiration date of the Minor Development Plat to December 31, 2017;

WHEREAS, the Town Council approved Resolution No. 17-020.2, Series of 2017, to extend the expiration date of the Minor Development Plat to December 31, 2018;

WHEREAS, the Town Council approved Resolution No. 18-091, Series of 2018, to extend the expiration date of the Minor Development Plat to December 31, 2019;

WHEREAS, the purpose of the Minor Development Plat is to establish the right-of-way for Belford Avenue, which is an essential roadway to the Town's road network;

WHEREAS, the property owner needs additional time to renew an environmental approval that expired and is requesting that the Town Council extend the expiration date of the Minor Development Plat;

WHEREAS, the Subdivision Agreement needs to be modified, as a result of the extensions of time described herein, and to memorialize the property owner's commitment to now construct Belford Avenue between Chambers Road and Peoria Street, as provided in the Subdivision Agreement, which is attached hereto as **Exhibit 1** and incorporated by this reference (the "Subdivision Agreement");

WHEREAS, the extension of the expiration date of the Minor Development Plat can only be granted by Town Council under Section 13.01.100 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest; and

WHEREAS, the Town Council determines that the construction of Belford Avenue is in the public interest and desires to grant the extension of the expiration date for the Minor Development Plat, subject to the terms and conditions contained in this Resolution.

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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Minor Development Plat through June 30, 2020, and approves the Subdivision Agreement, subject to Section 2 of this Resolution.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein and the Town is or will be the owner of the real property described in **Exhibit A-3** attached hereto and incorporated herein by this reference, (collectively referred to as the "Property").

B. On September 19, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for that portion of the Property described in Exhibit A-1. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

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

AGREEMENT

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

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

2. Agreements and Other Requirements.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2015, which was recorded on January 8, 2015, at Reception No. 2015001337, of the Douglas County real estate records (the “Annexation Agreement”), and the First Amendment Compark Village South Annexation Agreement entered into between the Town and the Developer on July 24, 2017, which was recorded on August 15, 2017, at Reception No. 2017055568. The requirements of the

Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

b. The Developer acknowledges and agrees that the Town entered into an intergovernmental agreement with Douglas County on April 4, 2016, regarding the design, construction and maintenance of Belford Avenue between Peoria Street to Compark Village South, which was amended on April 3, 2017, January 9, 2018, and December 4, 2018 (the "Project IGA"). The Project IGA includes a portion of the Public Improvements described in this Agreement. The Developer agrees to cooperate with the Town and Douglas County in the performance of the Town's and County's obligations under the Project IGA, including the conveyance of right-of-way, the permitting, design, construction, testing and inspection of the roadway and drainage facilities, including the probationary and final acceptance of such roadway and drainage facilities and the maintenance of the same following the probationary and final acceptance of the roadway and drainage facilities, as provided in the Project IGA.

c. In addition to the Project IGA, the Developer has agreed, as a part of this Agreement, to construct Belford Avenue between Chambers Road and Peoria Street, including the associated drainageway and traffic signal improvements, in two (2) segments. The first segment is described in Exhibit C-1, which is attached hereto and incorporated by this reference, will be completed by December 31, 2021 (the "First Segment"). The second segment is described in Exhibit C-2, which is attached hereto and incorporated by this reference, will be completed by June 30, 2022 (the "Second Segment"). The Developer shall furnish the performance guarantee described in paragraph 12 of this Agreement to the Town on or before June 30, 2020, for the construction of Segment 1 and Segment 2 (Belford Avenue between Chambers Road and Peoria Street).

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

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

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

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

d. The Developer shall pay all fees required by Douglas County for the grading, construction and inspection of the Public Improvements described in the Project IGA.

4. Specific Conditions. The Developer hereby agrees that:

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

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

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer agrees to preserve trees shown on **Exhibit G**, which is attached hereto and incorporated by this reference.

e. Prior to probationary acceptance of the Public Improvements, the Developer shall install a fire hydrant and approved emergency access barrier in the offsite emergency access cul-de-sac located at the north dead end of 1st Street.

f. Within thirty (30) days following formal notice from the Town, the Developer shall pay to the Town one hundred percent (100%) of the cost to construct the major drainageway improvements to Green Acres Tributary, as determined by the Town and the Mile

High Flood District (the "Green Acres Tributary Payment"). The Town may withhold probationary acceptance of the Public Improvements until the Green Acres Tributary Payment is made to the Town.

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

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

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

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

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances for the Property, as shown on the final plat (for Segment 1), landscape plans and the associated construction documents for Segment 1 and Segment 2 (collectively referred to as the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town, subject to the Project IGA. The Public Improvements required by this Agreement and shown on the final plat (for Segment 1), as well as associated construction documents approved by the Director of Engineering/Public Works of the Town (for Segment 1 and Segment 2) and the costs of these Public Improvements, are set forth on Exhibit C-1 for Segment 1 and Exhibit C-2 for Segment 2. All Public Improvements covered by this Agreement shall be made in accordance with the final plat (for Segment 1) and associated construction documents (for Segment 1 and Segment 2) drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town, subject to the Project IGA.

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

a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

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

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

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

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before December 31, 2021, for Segment 1 and June 30, 2022, for Segment 2, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications, subject to the Project IGA.

The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications, subject to the Project IGA. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11, subject to the Project IGA; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a., b and d of this Agreement are paid in full by the Developer.

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

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

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, on or before June 30, 2020, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be cash security in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C-1 and Exhibit C-2, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat for Segment 1 by the Town is contingent upon the Developer's provision of cash to the Town, in the amount and form provided herein. Failure of the Developer to provide cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat for Segment 1. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the final plat for Segment 1 is recorded in the real estate records of Douglas County and the Town has received cash and approved the Financial Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C-1 and Exhibit C-2. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by

the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Financial Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, the Town may exercise the remedies provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee to complete the Public Improvements called for in this Agreement.

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

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries.

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

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the

nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to the Town:	Town of Parker Attn: Director of Engineering/Public Works 20120 E. Mainstreet Parker, Colorado 80138
With a copy to:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, Colorado 80138
Notice to Developer:	470 Compark LLC C/O MPV Compark Management 1001 Bannock St., Suite 240 Denver, CO 80204 Attn: Michael Vickers Email: michaelvickers@mpvcompark.com

And:	Thomas Triplett, Manager C/O Vickers Trusts 1223 North Rock Road, Building H, Suite 100 Wichita, KS 67206-1271 Facsimile No.: (316) 636-2440 Email: tctriple@twgfirm.com
With a copy to:	Moye White LLP Attn.: Jennifer L. Stenman 16 Market Square, 6th Floor 1400 16th Street Denver, CO 80202 Facsimile: (303) 292-4510 Jennifer.stenman@moyewhite.com

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

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

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

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

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

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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

DEVELOPER: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT LIST

Exhibit A-1	Legal Description of the Compark Village South Filing No. 1 Property
Exhibit A-2	Legal Description of Douglas County Property (Belford Avenue Right-of-Way)
Exhibit A-3	Legal Description of Town Property (Belford Avenue Right-of-Way)
Exhibit B	Copy of the Final Plat
Exhibit C-1	Estimated Cost of the Segment 1 Public Improvements
Exhibit C-2	Estimated Cost of the Segment 2 Public Improvements
Exhibit D	Form of Financial Guarantee Agreement
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Description of Existing Trees

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A-1

LEGAL DESCRIPTION: PROPERTY WITHIN TOWN OF PARKER

COMPARK VILLAGE SOUTH FILING NO. 1

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION: PROPERTY OUTSIDE THE CORPORATE LIMITS OF THE TOWN OF PARKER

EXHIBIT A-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1 TO BEAR NORTH 00°30'14" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 174.02 FEET ALONG SAID EAST LINE TO A NON-TANGENT CURVE AND THE **POINT OF BEGINNING;**

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°06'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 247.09 FEET, THE CHORD OF WHICH BEARS SOUTH 69°57'12" WEST, A DISTANCE OF 246.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 74°30'20" WEST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°25'44", A RADIUS OF 995.00 FEET, AN ARC LENGTH OF 858.38 FEET, THE CHORD OF WHICH BEARS SOUTH 49°47'28" WEST, A DISTANCE OF 832.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°04'36" WEST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°26'30", A RADIUS OF 1105.00 FEET, AN ARC LENGTH OF 972.81 FEET, THE CHORD OF WHICH BEARS SOUTH 50°17'51" WEST, A DISTANCE OF 941.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 75°31'06" WEST, A DISTANCE OF 200.51 FEET;
THENCE SOUTH 89°39'42" WEST, A DISTANCE OF 319.15 FEET;
THENCE SOUTH 44°39'42" WEST, A DISTANCE OF 73.18 FEET TO A LINE 62.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 00°19'20" EAST, A DISTANCE OF 1,055.54 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 89°25'34" WEST, A DISTANCE OF 62.50 FEET ALONG SAID SOUTH LINE TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 1,127.28 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF PEORIA STREET AS RECORDED JANUARY 8, 1998 IN BOOK 1500 AT PAGE 2361 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE NORTH 89°40'40" EAST, A DISTANCE OF 51.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID PEORIA STREET;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 170.11 FEET ALONG LAST SAID EAST LINE;

SEE SHEET 2 OF 5

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BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET 1 OF 5
DRAWN BY: GDP	
DATE: 10/14/16	
SCALE: N/A	00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\Clcpkc3\ComSouth03-Ultimate Belford Ave\dwg\Surv\Exhibits Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 12.51 FEET;
THENCE SOUTH 45°20'18" EAST, A DISTANCE OF 71.90 FEET;
THENCE NORTH 89°39'42" EAST, A DISTANCE OF 284.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°10'56", A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 584.14 FEET, THE CHORD OF WHICH BEARS NORTH 71°34'14" EAST, A DISTANCE OF 574.48 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°24'09", A RADIUS OF 995.00 FEET AN ARC LENGTH OF 493.24 FEET, THE CHORD OF WHICH BEARS NORTH 39°16'41" EAST, A DISTANCE OF 488.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25°04'36" EAST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°25'44", A RADIUS OF 1,105.00 FEET, AN ARC LENGTH OF 953.28 FEET, THE CHORD OF WHICH BEARS NORTH 49°47'28" EAST, A DISTANCE OF 923.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74°30'20" EAST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°04'13", A RADIUS OF 1,445.00 FEET, AN ARC LENGTH OF 279.19 FEET, THE CHORD OF WHICH BEARS NORTH 68°58'13" EAST, A DISTANCE OF 278.76 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1;

THENCE SOUTH 00°30'14" EAST, A DISTANCE OF 121.43 FEET ALONG LAST SAID EAST LINE TO THE **POINT OF BEGINNING.**

CONTAINING 452,384 SQUARE FEET OR 10.3853 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

COLORADO LICENSED
BRIAN J. PFOHL
38445
10/14/16
PROFESSIONAL LAND SURVEYOR

BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING LLC

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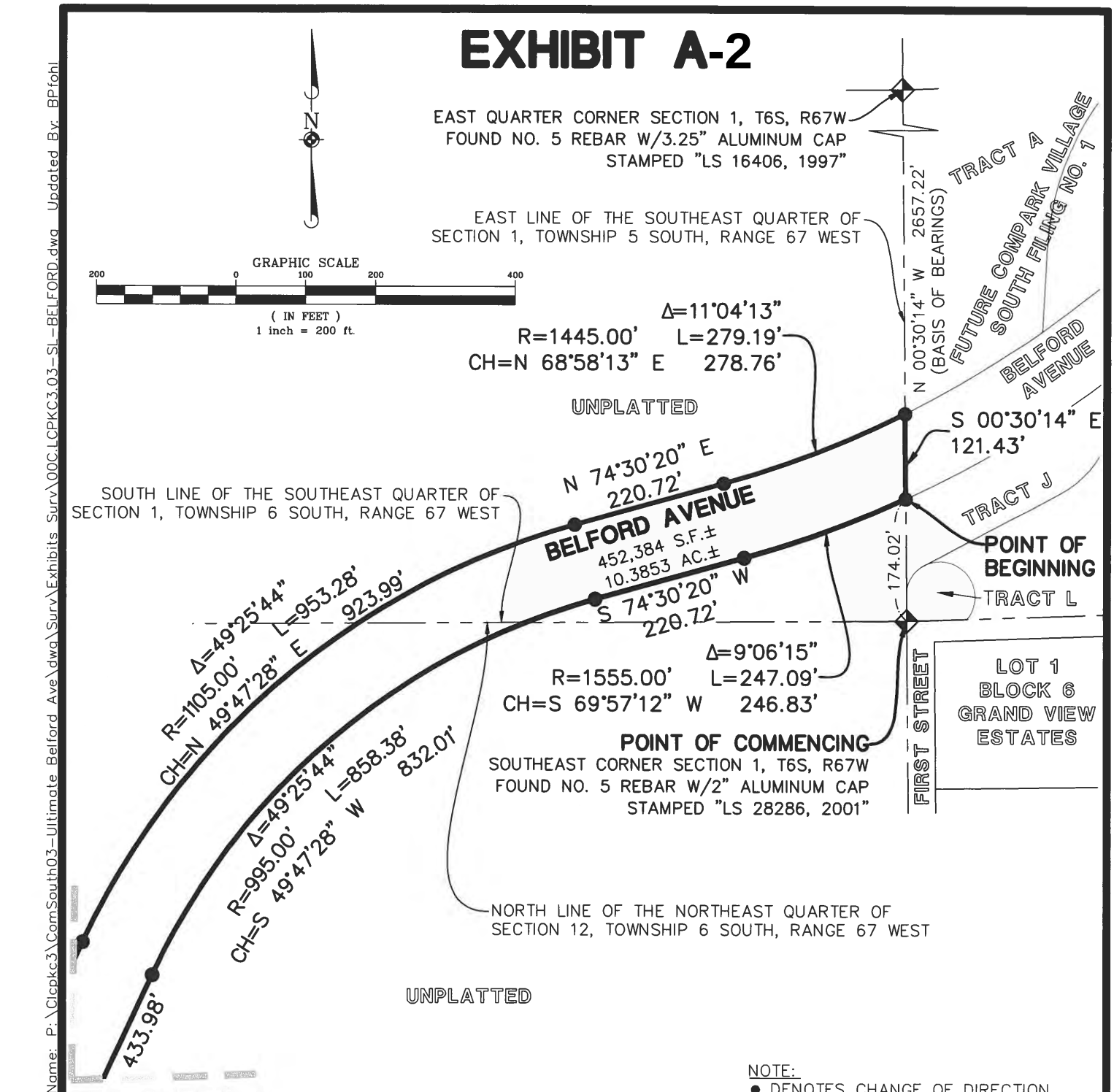
BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET 2 OF 5
DRAWN BY: GDP	
DATE: 10/14/16	
SCALE: N/A	00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\Clcpkc3\ComSouth03-Ultimate Belford Ave\dwg\Surv\Exhibits Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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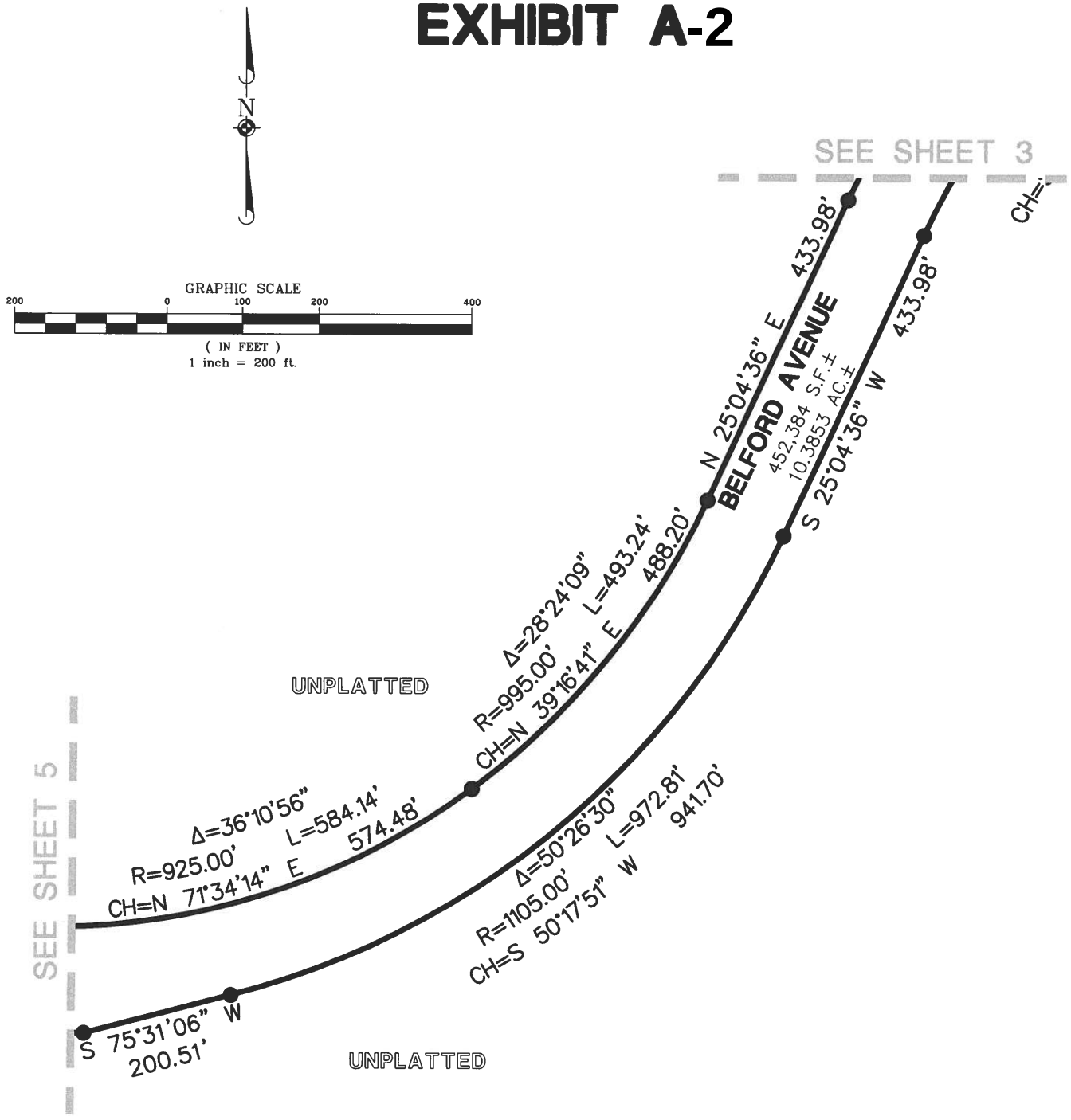
BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET 3 OF 5
DRAWN BY: GDP	
DATE: 10/14/16	
SCALE: 1" = 200'	00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\Clopkc3\ComSouth03-Ultimate Belford Ave\dwg\Surv\Exhibits Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2



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BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET 4 OF 5
DRAWN BY: GDP	
DATE: 10/14/16	
SCALE: 1" = 200'	00C.LCPKC3.03

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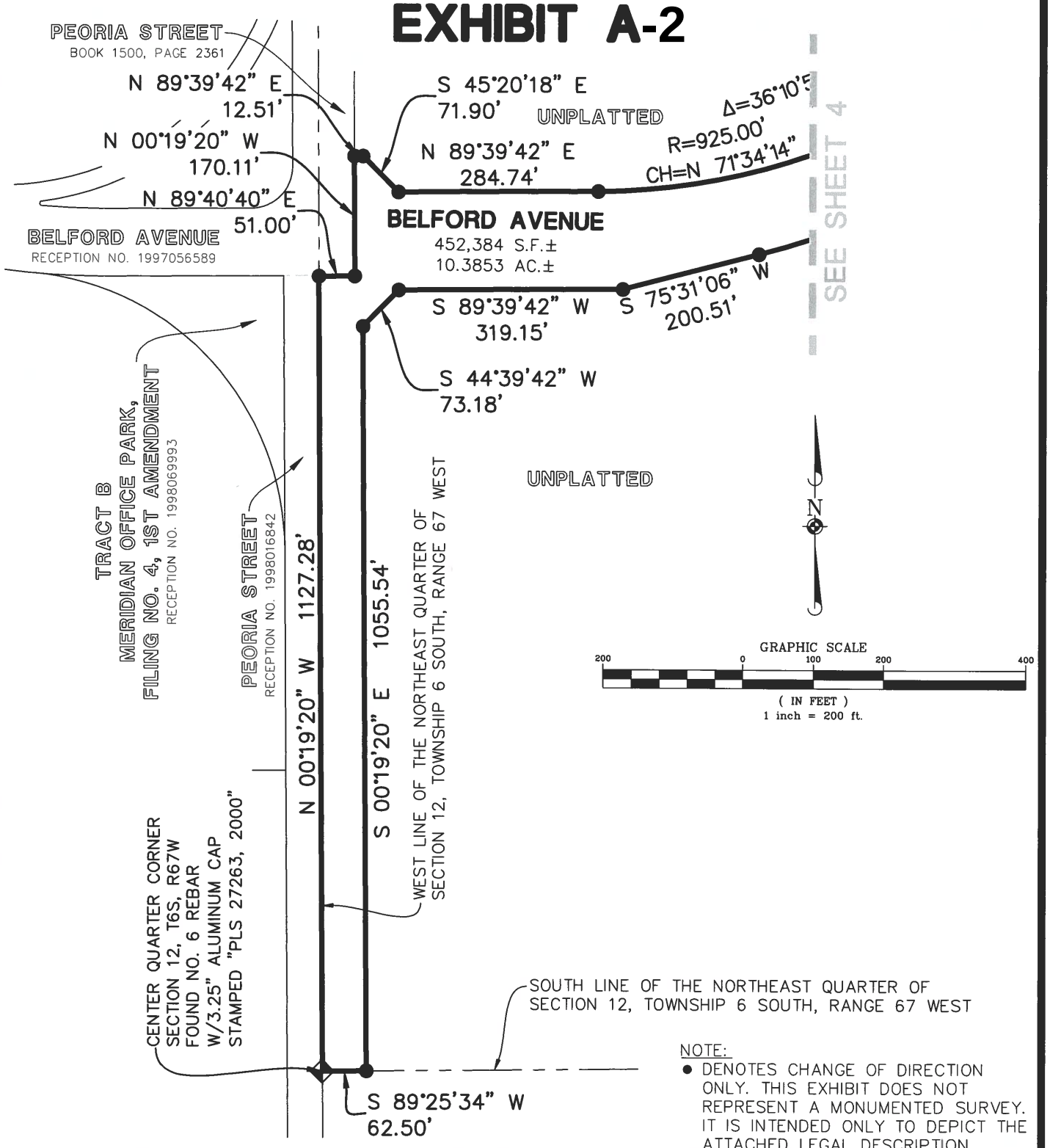
EXHIBIT A-2



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BELFORD AVENUE
COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.:	BJP
DRAWN BY:	GDP
DATE:	10/14/16
SCALE:	1" = 200'

SHEET 5 OF 5
00C.LCPKC3.03

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EXHIBIT A-3

LEGAL DESCRIPTION OF TOWN PROPERTY (BELFORD AVENUE RIGHT OF WAY)

EXHIBIT A-3

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, THE SOUTHEAST QUARTER OF SECTION 6, AND THE NORTHWEST QUARTER OF SECTION 8, 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 SOUTH QUARTER CORNER OF SAID SECTION 6 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 87°49'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 66°07'14" EAST, A DISTANCE OF 2361.61 FEET TO THE CENTERLINE OF HAPPY CANYON CREEK AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING TWO (2) COURSES:

1) NORTH 77°31'06" EAST, A DISTANCE OF 103.01 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°52'15", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 13.51 FEET, THE CHORD OF WHICH BEARS NORTH 79°27'14" EAST, A DISTANCE OF 13.51 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°19'54", A RADIUS OF 825.00 FEET, AN ARC LENGTH OF 76.77 FEET, THE CHORD OF WHICH BEARS SOUTH 27°27'09" EAST, A DISTANCE OF 76.74 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 24°47'12" EAST, A DISTANCE OF 179.04 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°28'38", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 238.78 FEET, THE CHORD OF WHICH BEARS SOUTH 32°01'31" EAST, A DISTANCE OF 238.14 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 39°15'50" EAST, A DISTANCE OF 346.13 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°47'45", A RADIUS OF 1141.04 FEET, AN ARC LENGTH OF 792.53 FEET, THE CHORD OF WHICH BEARS SOUTH 59°09'43" EAST, A DISTANCE OF 776.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 79°03'36" EAST, A DISTANCE OF 190.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16, RECORDED DECEMBER 19, 2000 AT RECEPTION NO. 91584;

THENCE SOUTH 10°56'24" WEST, A DISTANCE OF 110.09 FEET ALONG SAID RIGHT-OF-WAY-LINE;

SEE SHEET 2 OF 4

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CHAMBERS HIGH POINT
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.:	BJP
DRAWN BY:	JRH
DATE:	10/29/19
SCALE:	N/A

SHEET 1 OF 4
CLC.PKCO08.01

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EXHIBIT A-3

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 79°01'59" WEST, A DISTANCE OF 191.23 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39°46'18", A RADIUS OF 1251.04 FEET, AN ARC LENGTH OF 868.40 FEET, THE CHORD OF WHICH BEARS NORTH 59°08'59" WEST, A DISTANCE OF 851.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 39°15'50" WEST, A DISTANCE OF 346.13 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°28'38", A RADIUS OF 1055.00 FEET, AN ARC LENGTH OF 266.57 FEET, THE CHORD OF WHICH BEARS NORTH 32°01'31" WEST, A DISTANCE OF 265.86 FEET TO A POINT OF TANGENCY;

THENCE NORTH 24°47'12" WEST, A DISTANCE OF 179.04 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°11'47", A RADIUS OF 715.00 FEET, AN ARC LENGTH OF 102.28 FEET, THE CHORD OF WHICH BEARS NORTH 28°53'06" WEST, A DISTANCE OF 102.20 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 207,795 SQUARE FEET OR 4.7703 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING

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CHAMBERS HIGH POINT
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.:	BJP
DRAWN BY:	JRH
DATE:	10/29/19
SCALE:	N/A

SHEET 2 OF 4
CLC.PKCO08.01

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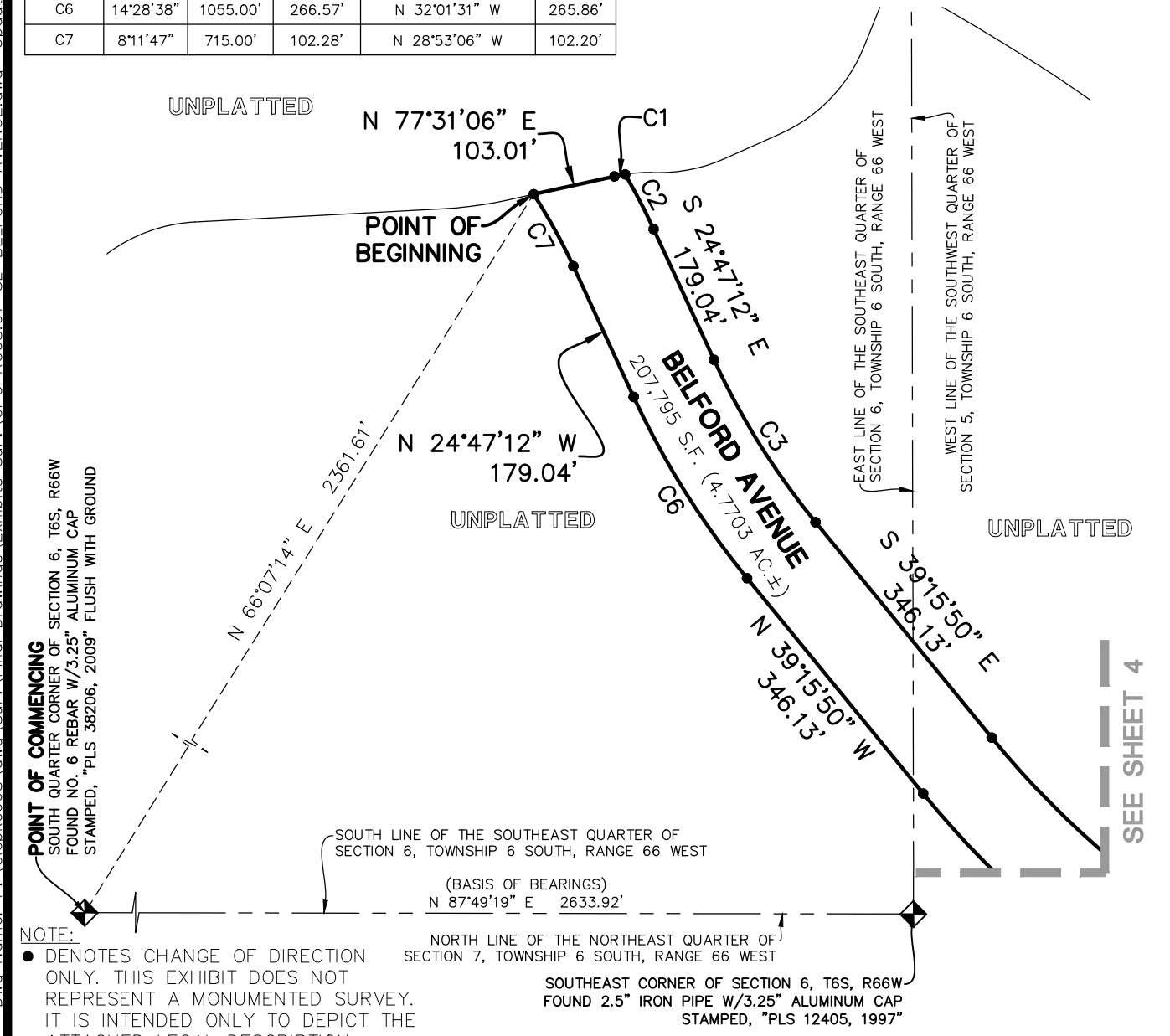
EXHIBIT A-3

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	3°52'15"	200.00'	13.51'	N 79°27'14" E	13.51'
C2	5°19'54"	825.00'	76.77'	S 27°27'09" E	76.74'
C3	14°28'38"	945.00'	238.78'	S 32°01'31" E	238.14'
C6	14°28'38"	1055.00'	266.57'	N 32°01'31" W	265.86'
C7	8°11'47"	715.00'	102.28'	N 28°53'06" W	102.20'

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.



NOTE:
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CHAMBERS HIGH POINT
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.:	BJP
DRAWN BY:	JRH
DATE:	10/29/19
SCALE:	1" = 200'

SHEET 3 OF 4
CLC.PKCO08.01

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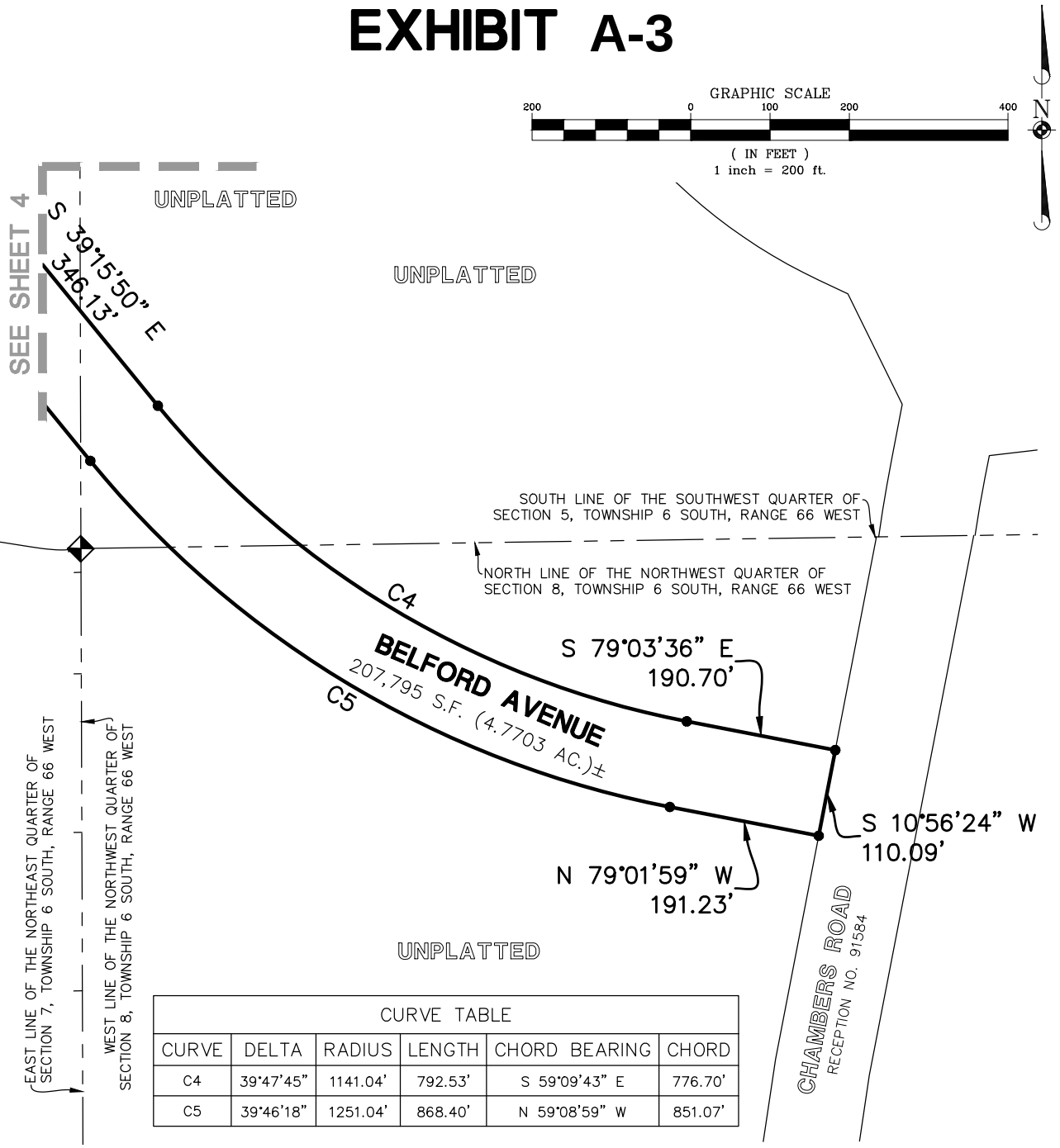
EXHIBIT A-3



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C4	39°47'45"	1141.04'	792.53'	S 59°09'43" E	776.70'
C5	39°46'18"	1251.04'	868.40'	N 59°08'59" W	851.07'

NOTE:

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CHAMBERS HIGH POINT

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.:	BJP
DRAWN BY:	JRH
DATE:	10/29/19
SCALE:	1" = 200'

SHEET 4 OF 4

CLC.PKCO08.01

10/29/2019 12:27 PM Dwg Name: P:\Clopkco08\dwg\Surv\Final Drawings\Exhibits Surv\CPCPKC08.01-SL-BELFORD AVENUE.dwg Updated By: JHarrell

EXHIBIT B

FINAL PLAT

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

SHEET INDEX

SHEET 1:	COVER SHEET, LEGAL DESCRIPTION, NOTES & CERTIFICATES
SHEET 2:	OWNERSHIP CERTIFICATES
SHEET 3:	OVERALL BOUNDARY
SHEETS 4–5:	DETAILED DESIGN SHEET

LEGAL DESCRIPTION

PART OF LOTS 1A, AND 2C, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 583, AT RECEPTION NO. 1085960 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:
1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
5) NORTH 85°05'07" EAST A DISTANCE OF 380.63 FEET;
6) NORTH 86°26'18" EAST A DISTANCE OF 574.74 FEET;
7) SOUTH 87°52'51" EAST A DISTANCE OF 576.89 FEET;
8) SOUTH 81°47'15" EAST A DISTANCE OF 612.03 FEET;
9) SOUTH 72°31'23" EAST A DISTANCE OF 393.50 FEET TO A POINT ON A CURVE;
10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.80 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:
1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2012056477 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES
1) SOUTH 66°58'16" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET, THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
3) SOUTH 53°32'50" WEST, A DISTANCE OF 89.99 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 106.87 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 182.51 FEET;
5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 60°32'37" EAST, A DISTANCE OF 20.17 FEET;
7) SOUTH 44°10'54" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 39.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°26'38" EAST, A DISTANCE OF 37.05 FEET;
9) SOUTH 29°41'58" EAST, A DISTANCE OF 19.84 FEET TO A POINT OF CURVATURE;
10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 50.87 FEET, THE CHORD OF WHICH BEARS SOUTH 15°36'24" EAST, A DISTANCE OF 34.99 FEET;
11) SOUTH 30°30'53" EAST, A DISTANCE OF 487.51 FEET TO A POINT OF CURVATURE;
12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°19'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.63 FEET, THE CHORD OF WHICH BEARS SOUTH 23°50'21" WEST, A DISTANCE OF 80.30 FEET;
13) SOUTH 40°44'22" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'15" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER.

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:
1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
2) SOUTH 87°52'04" WEST ALONG A LINE 30.00 FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
3) SOUTH 00°45'21" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°56'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 309.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°56'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.07 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

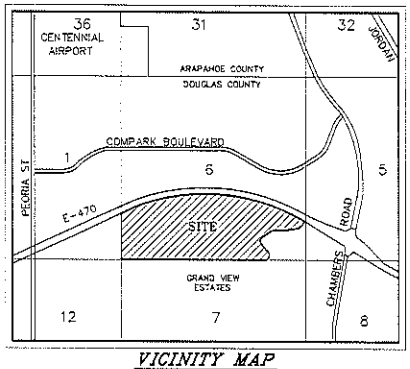
DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO THIRTEEN TRACTS, ONE STREET AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COMPARK VILLAGE SOUTH FILING NO. 1.

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED.

THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).



VICINITY MAP

(NOT TO SCALE)

TITLE VERIFICATION

_____, AN AUTHORIZED REPRESENTATIVE OF FIRST AMERICAN TITLE INSURANCE COMPANY, A TITLE INSURANCE COMPANY, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR _____ AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 766290-A, EFFECTIVE DATE AUGUST 15, 2016 AT 5:00 P.M.

BY: _____

TITLE: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,

BY _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

_____ _____

NOTARY PUBLIC ADDRESS

PLANNING COMMISSION

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____.

_____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16U.S.C. 1§ 931, et seq., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

SURVEYOR'S CERTIFICATION

I, BRIAN J. PFOHL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON AUGUST 3, 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON SEPTEMBER 2, 2016.

COLORADO LICENSED 38445 PROFESSIONAL LAND SURVEYOR

BRIAN J. PFOHL
COLORADO PLS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
8008 E. ARAPAHOE COURT, SUITE 110
CENTENNIAL, COLORADO 80112
(303) 708-0500

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 766290-A WITH AN EFFECTIVE DATE OF AUGUST 15, 2016 AT 5:00 P.M.
4. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°30'14" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON;
7. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOODWAY AREA IN ZONE AE, SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED AND WHERE THE FLOODWAY OF THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE A, SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED; A PORTION OF THE SURVEYED PROPERTY IS LOCATED IN ZONE X, OTHER FLOOD AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) – MAP NUMBERS 08035C0002G AND 08035C0006G, BOTH WITH AN EFFECTIVE DATE OF OF MARCH 16, 2016
8. A REGIONAL STORM WATER DETENTION AND WATER QUALITY POND FOR THE BENEFIT OF ALL TRACTS, WILL BE CONSTRUCTED ON TRACTS B AND J. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS B AND J, FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIP RAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
9. TRACTS A, C, G AND H ARE HEREBY ESTABLISHED AS PARCELS TO BE REPLATTED IN THE FUTURE INTO BUILDABLE LOTS, AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS. PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACTS SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO STAKING, EARTHWORK, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED.
10. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACTS B, D, E, F, I, J AND K ARE TO BE CONVEYED SEPARATELY BY SEPARATE WARRANTY DEED TO BELFORD SOUTH METROPOLITAN DISTRICT, ANOTHER METROPOLITAN DISTRICT, ANOTHER QUASI-GOVERNMENTAL ENTITY OR OWNER'S ASSOCIATION
11. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACT L IS TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO DOUGLAS COUNTY.
12. THE PRIVATE DETENTION FACILITIES PROPOSED IN THE ASSOCIATED CONSTRUCTION PLANS WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL". THE TOWN OF PARKER WILL BE NOT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY.
13. 470 COMPARK LLC/PROPERTY OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL AREAS OF RIGHT-OF-WAY DEDICATED BY THIS PLAT UNTIL THE ROADWAYS LOCATED WITHIN THEM HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE TOWN OF PARKER.

APPROVAL OF TOWN COUNCIL

THIS PLAT IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____ FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER. THE DEDICATIONS ARE HEREBY ACCEPTED.

FIRST STREET IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE GREEN ACRES SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 1054650.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

_____ ATTEST: _____

MAYOR, TOWN OF PARKER TOWN CLERK

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE OF ON THIS _____ DAY OF _____,

20____ AT _____ O'CLOCK ____M. RECEPTION NO. _____.

_____

COUNTY CLERK AND RECORDER

NO.	REVISION	DATE	BY
1	PLANNING COMMENTS	09/02/16	BJP
2	PLANNING COMMENTS	10/03/16	BJP
3	PLANNING COMMENTS	10/24/16	BJP
4	2ND SUBMITTAL COMMENTS	12/12/16	BJP
5	3RD SUBMITTAL COMMENTS	01/09/17	BJP

Manhard CONSULTING

8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 P: 303.708.0500 F: 303.708.0600
Civil Engineers • Water Resource Engineers • Surveyors • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ MGR: JVR
PROJ ANAL: BJP
DRAWN BY: BJP
DATE: 11/04/15
SCALE: N/A

SHEET 1 OF 5

OOC.LCPKCS.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

13 TRACTS – 150.119 ACRES

OWNER

OWNER: MICHAEL P. VICKERS

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,
BY MICHAEL P. VICKERS AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

_____
ADDRESS

OWNER

OWNER: ERNEST PETER ELZI, JR.

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,
BY ERNEST PETER ELZI, JR. AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

_____
ADDRESS

OWNER

OWNER: THOMAS M. LIST

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,
BY THOMAS M. LIST AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

_____
ADDRESS

OWNER

470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,
BY MICHAEL P. VICKERS, AS AN AUTHORIZED SIGNATORY OF 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

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NOTARY PUBLIC

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DEED OF TRUST HOLDER

PINEWOOD CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: BRIAN PAULS
TITLE: AUTHORIZED SIGNATORY

SATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,
BY BRIAN PAULS AS AN AUTHORIZED SIGNATORY OF PINEWOOD CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

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NOTARY PUBLIC

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LAND USE SUMMARY TABLE

LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,245,415	97.462	64.93%
PUBLIC RIGHT-OF-WAY	577,013	13.246	8.82%
PUBLIC ACCESS (FIRST STREET)	7,060	0.162	0.11%
OPEN SPACE	949,586	21.799	14.52%
DETENTION POND/DRAINAGE	760,131	17.450	11.62%
OVERALL SITE TOTAL:	6,539,185	150.119	100%

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	989,570	22.718	FUTURE DEVELOPMENT	470 COMPARK, LLC
B	728,063	16.714	DETENTION POND (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
C	835,866	19.189	FUTURE DEVELOPMENT	470 COMPARK, LLC
D	229,596	5.271	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
E	52,423	1.203	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
F	338,128	7.785	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
G	986,095	22.638	FUTURE DEVELOPMENT	470 COMPARK, LLC
H	1,431,883	32.872	FUTURE DEVELOPMENT	470 COMPARK, LLC
I	104,509	2.406	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
J	32,068	0.736	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
K	223,406	5.129	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
L	7,060	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE	DOUGLAS COUNTY
M	204	0.005	OPEN SPACE (BELFORD SOUTH METROPOLITAN DISTRICT DIRECTORS PARCEL)	MICHAEL P. VICKERS, ERNEST PETER ELZI, JR., THOMAS M. LIST
TOTAL	5,962,173	136.873		

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COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

13 TRACTS – 150.119 ACRES

GRAPHIC SCALE

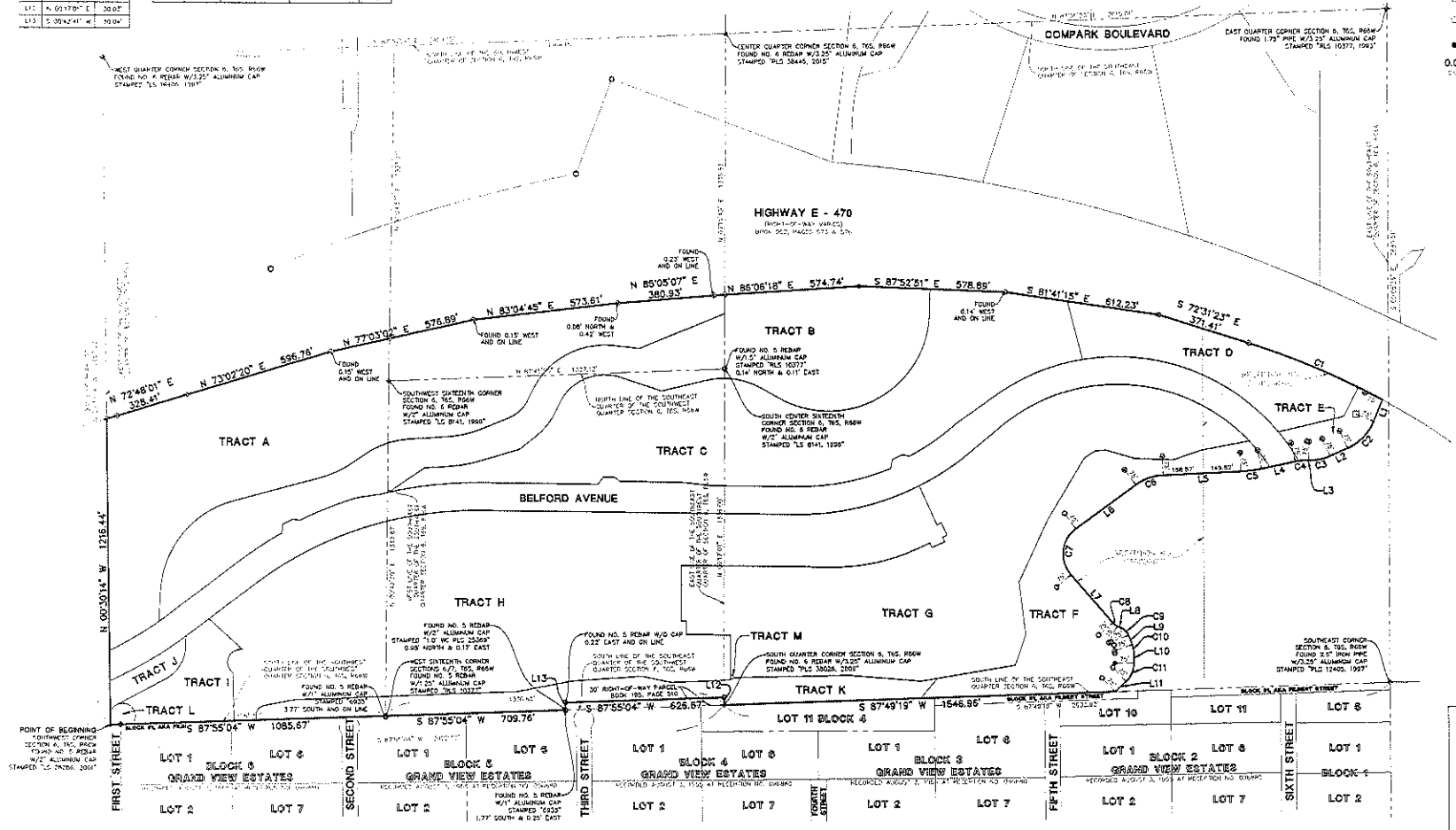
(IN FEET)
1 inch = 200 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	81.63'
L2	S 05°54'15" W	75.57'
L3	N 89°32'07" W	3.07'
L4	S 77°31'06" W	135.79'
L5	S 86°38'10" W	308.09'
L6	S 67°32'56" W	294.75'
L7	S 40°54'16" E	291.99'
L8	S 44°16'54" E	23.43'
L9	S 20°41'28" E	39.38'
L10	S 00°32'10" E	40.51'
L11	S 47°14'52" W	39.24'
L12	N 00°17'07" E	30.00'
L13	S 30°42'41" W	30.04'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°57'23"	3005.33'	574.70'	S 87°01'44" E	573.92'
C2	43°58'01"	200.00'	153.47'	S 43°35'13" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.18'	S 63°58'38" W	45.10'
C5	9°27'04"	500.00'	82.49'	S 82°14'36" W	82.39'
C6	33°29'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C7	54°27'12"	125.00'	296.07'	S 06°19'20" W	183.51'
C8	23°56'42"	50.00'	20.89'	S 62°32'37" E	20.73'
C9	43°29'20"	50.00'	37.95'	S 42°26'16" E	37.05'
C10	26°03'03"	100.00'	45.17'	S 10°36'24" E	44.78'
C11	47°17'05"	100.00'	82.53'	S 23°06'21" W	80.20'

LEGEND

- = P.O.B. (POINT OF BEGINNING)
- = P.O.C. (POINT OF COMMENCEMENT)
- = EX. LOT LINE
- = EX. PERIOD ZONE LIMITS
- = SECTION CORNER
- = FOUND NO. 5 REBAR W/1.25" ALUMINUM CAP STAMPED "PLS 38445" UNLESS NOTED
- = FOUND 1" PIPE
- = FOUND 1" PIPE W/2.5" ALUMINUM CAP STAMPED "PLS 10377" UNLESS NOTED
- = FOUND NO. 5 REBAR W/1.25" ALUMINUM CAP STAMPED "PLS 38445"
- = FOUND NO. 5 REBAR
- = FOUND NO. 6 REBAR W/2.5" ALUMINUM CAP STAMPED "PLS 38445"
- = SET NO. 5 REBAR WITH 1.25" ALUM. CAP STAMPED "PLS 38445"
- 0.00 = PROPERTY DIMENSION
- = LOT DIMENSION



COLORADO LICENSED 38445 PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF MANHARD CONSULTING

REVISIONS		
DATE		DRAWN
03/20/18	ISSUE FOR COUNTY REVIEW	SDR
04/04/18	ISSUE FOR FINAL COMMENTS	BJP
05/02/18	ISSUE FOR FINAL COMMENTS	

Manhard CONSULTING LTD

8008 Arrowhead Circle, Suite 110, Centennial, CO 80112 | p: 303.708.0500 | www.manhard.com
Civil Engineers • Land Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ MGR	BJP
PROJ ASSOC	BJP
DRAWN BY	SDR, BJP
DATE	11/23/17
SCALE	1" = 200'

SHEET 3 OF 5

00C.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

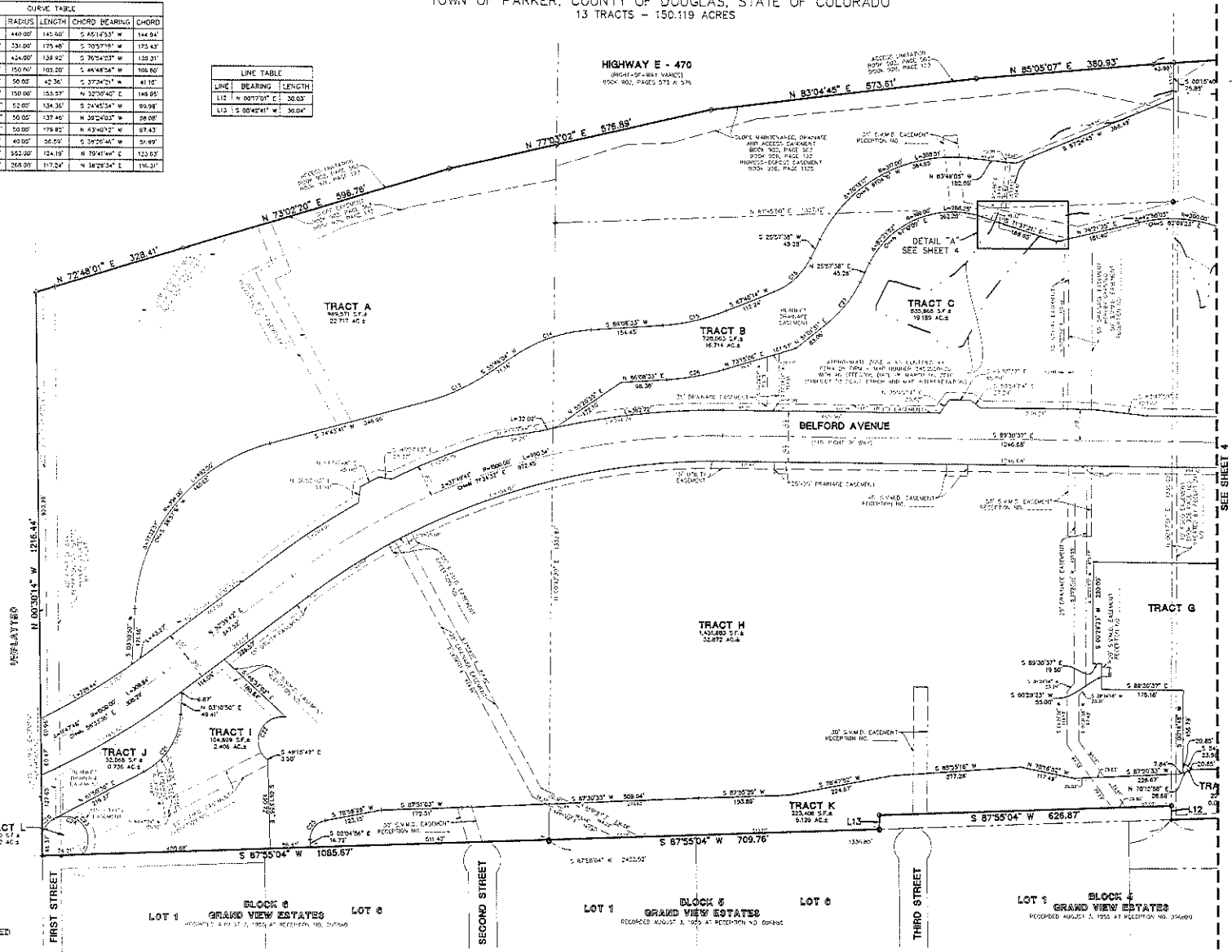
13 TRACTS – 150.119 ACRES

GRAPHIC SCALE

1 IN. = 100 FT.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C13	18°07'33"	449.00'	145.40'	S 65°14'53" W	144.84'
C14	30°22'20"	331.00'	175.48'	S 70°57'16" W	173.43'
C15	18°28'19"	424.00'	139.92'	S 76°54'23" W	139.31'
C16	41°42'36"	150.00'	109.20'	S 44°48'54" W	106.80'
C20	48°32'18"	50.00'	42.36'	S 37°34'21" W	41.10'
C21	56°39'40"	150.00'	153.57'	N 32°09'40" E	146.85'
C22	148°02'43"	52.00'	134.36'	S 24°45'34" W	99.98'
C23	157°30'54"	50.00'	137.46'	N 39°24'03" W	98.08'
C24	20°03'12"	50.00'	175.82'	N 43°40'42" W	87.43'
C25	61°03'24"	40.00'	56.59'	S 39°29'46" W	53.89'
C26	12°53'27"	552.00'	124.19'	N 79°41'49" E	123.93'
C27	25°03'54"	268.00'	117.24'	N 38°29'34" E	116.31'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04'



LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. FLOOD ZONE LIMITS
- SECTION CORNER
- FOUND NO. 5 REBAR AT NOTED
- FOUND 1" PIPE
- FOUND 3" ALUMINUM CAP STAMPED "STATE N.C. 1/4 1977"
- FOUND NAIL & 2.5" PARKER DISC STAMPED "T6S R66 PLS 25967"
- FOUND NO. 5 REBAR
- 3 1/4" ALUMINUM CAP STAMPED "T6S R66 PLS 25967"
- SET NO. 5 REBAR WITH 1 1/2" YPC PLS 38445 FLUSH WITH GROUND
- 0.00 = BEARING DIMENSION
- 0.00' = LOT DIMENSION

DATE	REVISION	BY
03/07/23	ADA TITLE COMMITMENT & UTILITY EASEMENTS	GJF
01/31/23	ADA TITLE COMMITMENT	GJF
01/27/23	1ST SUBMITTAL COMMENTS	GJF

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ MGR: JMR
PROJ ASSOC: GJF
DESIGNED: COP/SLW
DATE: 11/23/22
SCALE: 1" = 100'

SHEET 4 OF 5

OOCLCPKC3.03

COLORADO LICENSED 38445 PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF MANHARD CONSULTING

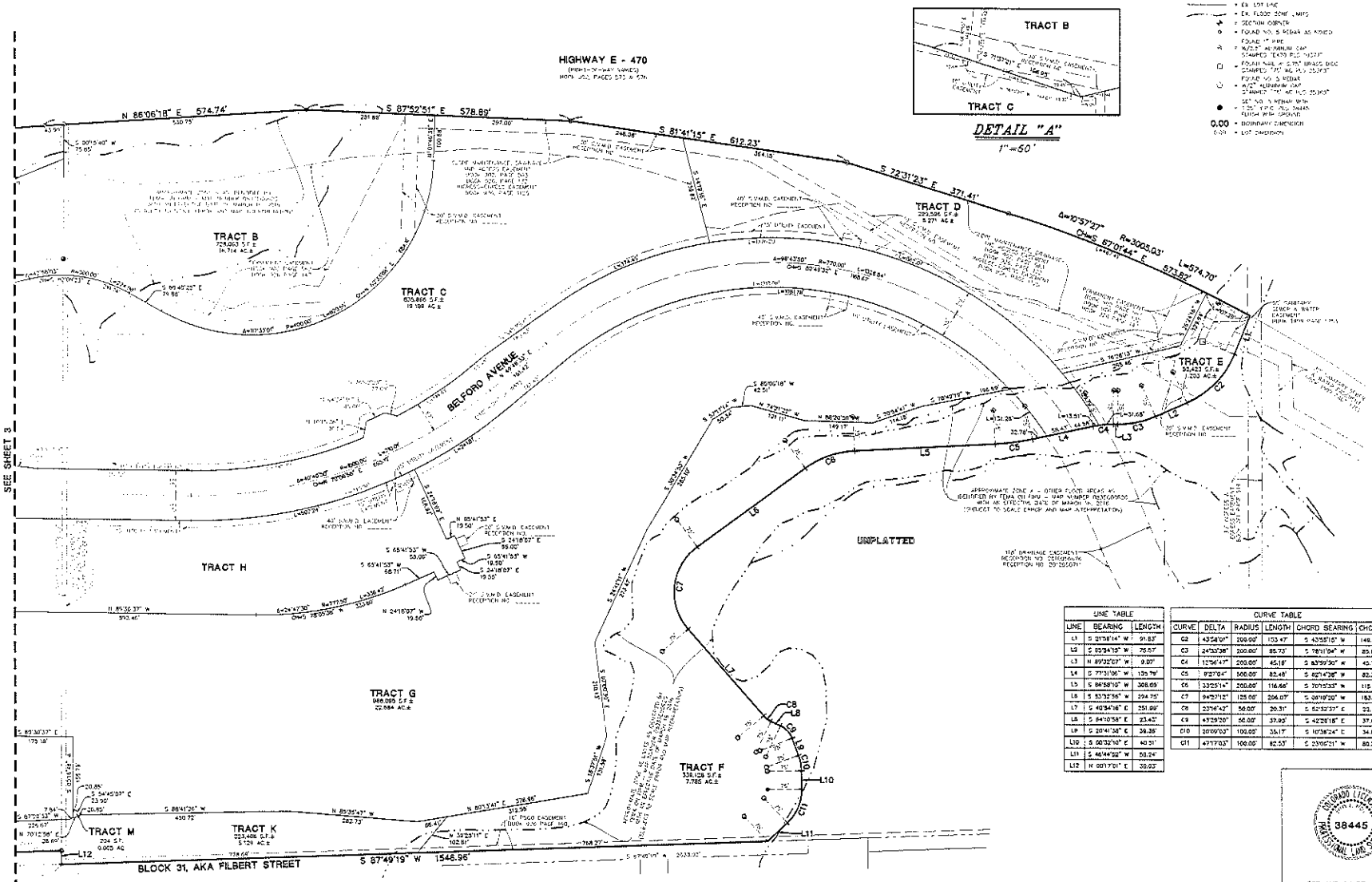
COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°58'14" W	91.83'
L2	S 85°54'15" W	75.07'
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79'
L5	S 86°58'10" W	308.65'
L6	S 53°32'36" W	294.75'
L7	S 40°34'16" E	251.99'
L8	S 84°10'58" E	23.42'
L9	S 20°41'38" E	39.35'
L10	S 00°32'10" E	40.31'
L11	S 46°44'22" W	50.24'
L12	N 00°17'01" E	30.03'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.18'	S 83°39'30" W	45.10'
C5	9°27'04"	500.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°13'33" W	115.01'
C7	94°37'12"	125.00'	206.07'	S 36°18'20" W	183.51'
C8	23°16'42"	56.00'	20.31'	S 62°32'37" E	20.17'
C9	43°29'20"	56.00'	37.93'	S 42°26'18" E	37.05'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38445

FOR AND ON BEHALF OF
MANHARD CONSULTING

Manhard CONSULTING LTD

DRAWN	DATE	REVISION
	08/06/18	TRACT B&C, COMMENTS & UTILITY EASEMENTS
	06/22/18	2ND SUBMITTAL COMMENTS
	04/06/18	1ST SUBMITTAL COMMENTS

COMPARK VILLAGE SOUTH FILING NO. 1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

PROJ MGR: JMP
PROJ ANALYST: BJW
DRAWN BY: CNP/BJW
DATE: 11/22/17
SCALE: 1" = 100'

SHEET 5 OF 5

GOC.LCPKC3.03

EXHIBIT C-1

ESTIMATED COSTS OF THE SEGMENT 1 PUBLIC IMPROVEMENTS

Compark Village South Filing No. 1
SIA Summary
(Half Section of Belford, Peoria to Chambers)

November 14, 2019

Item Number	11/14/2019 Item Description	Subtotal
STREET IMPROVEMENT COSTS		
1	Compark South Filing 1 Road and Drainage (Segment 1)	$8,544,932
2	Compark Village South, Belford C.1 Road and Drainage & Chambers Highpoint, Belford C.2 Road and Drainage (Segment 2)	$6,119,249
	TOTALS	**$14,664,181**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016 and TTG, latest revision dated November 2017

Quantities were multiplied by current construction industry prices.
The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT C-1 - SEGMENT 1 IMPROVEMENTS
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE
11/14/2019

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
I. STORM SEWER SYSTEM IMPROVEMENTS					
A. Storm Laterals - Belford Ave					
1	Type-R Inlet - 10'	7	Each	$8,226.35	$57,584
2	Type-R Inlet - 15'	5	Each	$9,352.72	$46,764
3	Type C Inlet	2	Each	$3,270.00	$6,540
4	Type D Inlet	2	Each	$3,832.18	$7,664
5	18" RCP	121	L.F.	$52.47	$6,349
6	24" RCP	438	L.F.	$76.77	$33,625
7	30" RCP	1,812	L.F.	$104.36	$189,094
8	36" RCP	889	L.F.	$104.36	$92,773
9	42" RCP	98	L.F.	$146.06	$14,314
10	60" RCP (Offline Pond)	1,448	L.F.	$240.00	$347,520
11	5' Manhole (Offline Pond)	9	Each	$6,500.00	$58,500
12	Box Base Manhole (Offline Pond)	7	Each	$12,000.00	$84,000
13	6' Manhole	3	Each	$6,976.00	$20,928
14	6' CDS3035-6-C Water Quality Structure	1	Each	$42,619.00	$42,619
15	8' Diversion Bypass Manhole	2	Each	$16,132.00	$32,264
16	24" FES	2	Each	$2,195.66	$4,391
17	30" FES	3	Each	$2,430.02	$7,290
18	36" FES	8	Each	$2,961.62	$23,693
19	42" FES	1	Each	$3,052.00	$3,052
20	Swale (5' Wide)	117	L.F.	$1.91	$223
21	Swale (12' Wide)	570	L.F.	$1.96	$1,118
22	Swale (17' Wide)	597	L.F.	$2.78	$1,659
23	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	$65.40	$76,518
24	Type M Soil Rip Rap Lining for Swale	57	C.Y.	$76.30	$4,349
25	Grouted Boulder Lining for 5' Swale	44	C.Y.	$273.10	$12,016
26	Type L Rip Rap at FES	44	C.Y.	$65.40	$2,878
27	Offline Water Quality / Detention Pond	1	Each	$102,179.00	$102,179
				SUBTOTAL	$1,279,906
B. East Water Quality Pond (Cordillera)					
1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	$76.30	$24,645
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	$44.80	$3,584
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	$16.49	$1,402
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	$24.72	$569
5	Reinforced Concrete Forebay (13' x 18')	1	Each	$4,163.80	$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	$11,065.68	$11,066
7	18" RCP	64	L.F.	$52.47	$3,358
8	18" RCP FES w/ Cutoff Wall	1	Each	$1,691.08	$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	$65.40	$523
10	Concrete Emergency Overflow Weir	1	Each	$5,540.47	$5,540
11	Detailed Pond Grading	1	Each	$3,992.67	$3,993
				SUBTOTAL	$60,534

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	$76.30	$21,059
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	$44.80	$3,046
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	$16.49	$2,870
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	$24.72	$346
5	Reinforced Concrete Forebay (13' x 16')	1	Each	$4,163.80	$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	$11,065.68	$11,066
7	18" RCP	56	L.F.	$52.47	$2,938
8	18" RCP FES w/ Cutoff Wall	1	Each	$1,691.08	$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	$65.40	$523
10	Emergency Overflow Weir	1	Each	$5,540.47	$5,540
11	Detailed Pond Grading	1	Each	$3,992.67	$3,993

SUBTOTAL $57,236

D. Green Acres Tributary Improvements

1	Earthwork to Create Realigned Channel (cut)	293,025	C.Y.	$2.00	$586,050

SUBTOTAL $586,050

II. STREET IMPROVEMENTS

A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	$10.46	$78,689
2	Cattle Guard	1	Each	$1,962.00	$1,962
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	$3.27	$109,261
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	$55.81	$1,445,427
5	6" Vertical Curb & Gutter	6,568	L.F.	$13.94	$91,565
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	$10.59	$30,725
7	Delineator Posts @ 200' O.C.	16	Each	$82.30	$1,317
8	Signage	17	Each	$708.50	$12,045
9	Striping 8" White	6,000	L.F.	$0.55	$3,270
10	Skip Striping 4" White	493	L.F.	$0.55	$269
11	Striping 4" White	7,276	L.F.	$0.55	$3,965
12	Striping 4" Single Yellow	1,461	L.F.	$0.55	$796
13	Striping 4" Double Yellow	6,303	L.F.	$0.55	$3,435
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	$0.55	$207
15	8" Wide White Cross Hatching @ 25'	60	L.F.	$0.55	$33
16	Cross Pan	136	S.Y.	$60.56	$8,236
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	$1,705.85	$13,647
18	Collector Trench Drain	6,700	L.F.	$16.62	$111,371
19	Cleanouts	44	Each	$381.71	$16,795
20	Street Lights	12	Each	$8,720.00	$104,640
21	Std. Stock Fence	6,500	L.F.	$3.38	$21,964
22	5' Detached Concrete Sidewalk	16,445	S.F.	$4.63	$76,181
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	$3.27	$8,365

SUBTOTAL $2,144,164

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	$5,450.00	$5,450
2	REMOVAL OF BARRICADE	1	EA	$545.00	$545
3	REMOVAL OF PAVEMENT MARKING	2904	SF	$2.18	$6,331
4	REMOVAL OF SIGN PANEL	3	EA	$76.30	$229
5	REMOVAL OF GROUND SIGN	3	EA	$98.10	$294
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	$8,720.00	$8,720
7	REMOVAL OF FENCE	710	LF	$8.72	$6,191
8	REMOVAL OF CURB AND GUTTER	1349	LF	$10.90	$14,704
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	$17.44	$12,365
10	REMOVAL OF LIGHT STANDARD	5	EA	$436.00	$2,180
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	$599.50	$2,998
12	REMOVAL OF PULL BOX	5	EA	$272.50	$1,363
13	REMOVAL OF INLET	1	EA	$1,090.00	$1,090
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	$4.36	$27,573
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	$2.82	$15,171
16	POTHOLING	24	HR	$272.50	$6,540
17	STOCKPILE TOPSOIL	1192	CY	$2.82	$3,365

18	TOPSOIL	491	CY	$5.45	$2,676
19	INLET PROTECTION	74	LF	$10.90	$807
20	CONCRETE WASHOUT STRUCTURE	1	EA	$1,090.00	$1,090
21	VEHICLE TRACKING CONTROL	2	EA	$1,090.00	$2,180
22	SILT FENCE	230	LF	$2.18	$501
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	$2.18	$1,461
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	$218.00	$2,180
25	EROSION CONTROL SUPERVISOR	11.25	DAY	$190.75	$2,146
26	RESET SIGN PANEL	3	EA	$218.00	$654
27	RESET PULL BOX	2	EA	$981.00	$1,962
28	MODIFY MANHOLE	4	EA	$817.50	$3,270
29	ADJUST VALVE BOX	4	EA	$272.50	$1,090
30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	$8,175.00	$8,175
31	SEEDING (NATIVE)	1.5	AC	$1,362.50	$2,044
32	MULCHING (WEED FREE STRAW)	1.5	AC	$1,362.50	$2,044
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	$43.60	$68,452
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	$81.75	$37,605
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	$103.55	$23,817
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	$4.36	$1,818
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	$54.50	$255,442
38	GROUTED RIPRAP (12 INCH)	50	CY	$163.50	$8,175
39	INLET TYPE R L 5 (5 FOOT)	1	EA	$5,995.00	$5,995
40	TRENCH DRAIN (PERFORATED)	555	LF	$17.17	$9,528
41	CONSTRUCTION FENCE	1155	LF	$2.18	$2,518
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	$3.38	$2,872
43	CONCRETE SIDEWALK (6 INCH)	191	SY	$43.60	$8,328
44	CONCRETE CURB RAMP	40	SY	$163.50	$6,540
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	$17.44	$6,139
46	VERTICAL CURB AND GUTTER	252	LF	$14.99	$3,777
47	MEDIAN CURB AND GUTTER	216	LF	$14.99	$3,237
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	$21.80	$14,061
49	DELINEATOR (TYPE I)	6	EA	$27.25	$164
50	COMMON TRENCH	50	LF	$10.90	$545
51	COMMON BORE	295	LF	$16.35	$4,823
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	$4.36	$1,897
53	PULL BOX (TYPE I)	1	EA	$981.00	$981
54	PULL BOX (TYPE II)	4	EA	$872.00	$3,488
55	SIGN PANEL (CLASS I)	123	SF	$23.98	$2,950
56	SIGN PANEL (CLASS II)	58	SF	$32.70	$1,897
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	$19.62	$2,413
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	$31,610.00	$31,610
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	$38,150.00	$76,300
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	$41,420.00	$41,420
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	$981.00	$9,810
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	$981.00	$10,791
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	$708.50	$1,417
64	PEDESTRIAN PUSH BUTTONS	2	EA	$981.00	$1,962
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	$8,502.00	$34,008
66	OPTICOM GTT 762 CARD	2	EA	$1,090.00	$2,180
67	OPTICOM GTT 722 HEAD	2	EA	$3,052.00	$6,104
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	$2,725.00	$2,725
69	SANITARY FACILITY	1	EA	$2,180.00	$2,180
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	$87.20	$4,098
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	$32.70	$9,483
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	$32.70	$24,067
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	$10,900.00	$10,900
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	$27,250.00	$27,250
75	UTILITY RELOCATIONS	1	LS	$163,500.00	$163,500

SUBTOTAL $1,084,652

III. GREEN ACRES TRIBUTARY CROSSING IMPROVEMENTS

76	Architectural Box Culvert	1	Each	$16,350.00	$16,350
77	Wing walls for ABC	2	Each	$38,150.00	$76,300
78	Guard Rail	56	L.F.	$130.80	$7,325
79	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	$361,880.00	$361,880
80	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	$104,640.00	$104,640
81	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	$31.53	$19,614
82	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	$31.53	$13,276
83	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	$31.53	$8,703
84	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	$31.53	$68,491
85	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		-	
	*Grading for Run Down	3,340	SF	$0.44	$1,456
	*4 oz. Fabric at Run Down	3,340	SF	$0.41	$1,383
	*4" Layer - Type 2 Bedding	60	TN	$29.43	$1,766
	*Grouted Boulders	500	TN	$163.50	$81,750

SUBTOTAL $762,934

PUBLIC IMPROVEMENTS SUBTOTAL **$5,975,477**

MOBILIZATION:

1	Mobilization @ 5%				$298,774

SURVEYING:

1	Surveying @ 3%				$179,264

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				$717,057

CONTINGENCY:

1	Contingency @ 10%				$597,548

SUBTOTAL **$1,792,643**

PUBLIC IMPROVEMENTS TOTAL **$7,768,120**

LETTER OF CREDIT AT 110% **$8,544,932**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.
The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT C-2

ESTIMATED COSTS OF THE SEGMENT 2 PUBLIC IMPROVEMENTS

EXHIBIT C-2 - SEGMENT 2 IMPROVEMENTS
COMPARK VILLAGE SOUTH, BELFORD C.1
ROAD AND DRAINAGE
11/14/2019

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
I. STORM SEWER SYSTEM IMPROVEMENTS					
A. Storm Laterals - Belford Ave					
1	Type-R Inlet - 10'	4	Each	$5,190.47	$20,762
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	$5,190.47	$10,381
3	Type-R Inlet - 15'	1	Each	$5,740.81	$5,741
4	18" RCP	735	L.F.	$51.99	$38,215
5	24" RCP	143	L.F.	$70.63	$10,100
6	36" RCP	83	L.F.	$135.38	$11,236
7	4' Manhole	1	Each	$3,150.97	$3,151
8	5' Manhole	1	Each	$3,463.91	$3,464
9	6' Manhole	1	Each	$3,776.85	$3,777
10	Box Base Manhole	1	Each	$9,064.44	$9,064
				SUBTOTAL	$115,891
B. East Detention/Water Quality Pond					
1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	$81.42	$10,666
2	Reinforced Concrete Forebay	2	Each	$13,963.55	$27,927
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	$28.45	$14,850
4	Outlet Structure	1	L.S.	$49,050.00	$49,050
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	$75.54	$7,705
6	Concrete Emergency Overflow Weir	1	Each	$8,595.52	$8,596
7	Retaining Walls	1,745	V.S.F.	$16.68	$29,101
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	$5.89	$3,561
9	Temporary Irrigation	1.2	AC	$1,716.75	$2,060
				SUBTOTAL	$153,517
II. STREET IMPROVEMENTS					
A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)					
1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	$1.46	$10,130
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	$47.09	$284,412
3	6" Vertical Curb & Gutter	1,510	L.F.	$14.72	$22,220
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	$8.83	$6,224
5	Delineator Posts @ 200' O.C.	8	Each	$118.70	$950
6	Striping 8" White	1,575	L.F.	$2.35	$3,708
7	Striping 4" White	1,530	L.F.	$1.18	$1,801
8	Striping 4" Double Yellow	1,555	L.F.	$2.35	$3,661
9	Cross Pan	136	S.Y.	$80.44	$10,940
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	$1,715.77	$3,432
11	Collector Trench Drain	1,510	L.F.	$15.50	$23,405
12	Cleanouts	7	Each	$264.87	$1,854
13	5' Detached Concrete Sidewalk	7,300	S.F.	$4.64	$33,873
14	Subgrade Preparation for Sidewalk	1,140	S.Y.	$1.46	$1,666
15	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	$147.15	$1,088,910
				SUBTOTAL	$1,497,185
III. HAPPY CANYON IMPROVEMENTS					
A. Cherokee Trail Crossing					
1	Removal of Pipe	3	Each	$1,765.80	$5,297
2	Embankment Material (Complete in Place)	34,409	C.Y.	$2.94	$101,266
3	Structure Excavation	420	C.Y.	$9.81	$4,120

4	Structure Backfill (Class 1)	217	C.Y.	$14.72	$3,193
5	Filter Material (Class A)	35	C.Y.	$63.77	$2,232
6	Topsoil	262	C.Y.	$14.72	$3,855
7	Temporary Stream Crossing	1	Each	$24,525.00	$24,525
8	Aggregate Base Course (Class 6)	112	C.Y.	$39.24	$4,395
9	Steel Sheet Piling (Type II)	2,510	S.F.	$39.24	$98,492
10	Grouted Riprap (24 inch)	25	C.Y.	$196.20	$4,905
11	Riprap (12 inch)	51	C.Y.	$53.96	$2,752
12	Soil Riprap (12 inch)	1,220	C.Y.	$53.96	$65,825
13	Concrete Class D (Box Culvert)	105	C.Y.	$564.08	$59,228
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	$167.75	$35,395
15	48 inch Reinforced Concrete End Section	1	Each	$5,935.05	$5,935
16	Inlet Type D (10 ft)	1	Each	$8,632.80	$8,633
17	Concrete Sidewalk (6 in)	240	S.Y.	$42.18	$10,124

SUBTOTAL $440,173

B. Drop Structure No. 1

1	Filter Material (Class A)	305	C.Y.	$63.77	$19,448
2	Topsoil	126	C.Y.	$14.72	$1,854
3	Temporary Stream Crossing	1	Each	$24,525.00	$24,525
4	Aggregate Base Course (Class 6)	129	C.Y.	$39.24	$5,062
5	Steel Sheet Piling (Type II)	1,660	S.F.	$39.24	$65,138
6	Grouted Riprap (24 inch)	144	C.Y.	$196.20	$28,253
7	Riprap (24 inch)	908	C.Y.	$68.67	$62,352
8	Soil Riprap (12 inch)	208	C.Y.	$53.96	$11,223
9	Concrete Class D (Wall)	46	C.Y.	$1,569.60	$72,202
10	Concrete Sidewalk (6 in)	487	S.Y.	$42.18	$20,543

SUBTOTAL $310,600

C. Drop Structure No. 2

1	Topsoil	104	C.Y.	$34.34	$3,571
2	Temporary Stream Crossing	1	Each	$24,525.00	$24,525
3	Aggregate Base Course (Class 6)	153	C.Y.	$44.15	$6,754
4	Steel Sheet Piling (Type II)	2,050	S.F.	$39.24	$80,442
5	Grouted Riprap (24 inch)	115	C.Y.	$343.35	$39,485
6	Soil Riprap (12 inch)	199	C.Y.	$73.58	$14,641

SUBTOTAL $169,419

D. Drop Structure No. 3

1	Topsoil	168	C.Y.	$34.34	$5,768
2	Temporary Stream Crossing	1	Each	$24,525.00	$24,525
3	Aggregate Base Course (Class 6)	331	C.Y.	$44.15	$14,612
4	Steel Sheet Piling (Type II)	3,000	S.F.	$39.24	$117,720
5	Grouted Riprap (24 inch)	174	C.Y.	$343.35	$59,743
6	Soil Riprap (12 inch)	163	C.Y.	$73.58	$11,993

SUBTOTAL $234,361

PUBLIC IMPROVEMENTS SUBTOTAL **$2,921,146**

MOBILIZATION:

1	Mobilization @ 5%				$146,057

SURVEYING:

1	Surveying @ 3%				$87,634

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				$350,537

CONTINGENCY:

1	Contingency @ 10%				$292,115

SUBTOTAL **$876,344**

PUBLIC IMPROVEMENTS TOTAL **$3,797,489**

LETTER OF CREDIT AT 110% **$4,177,238**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.
The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT C-2 - SEGMENT 2 IMPROVEMENTS

CHAMBERS HIGHPOINT, BELFORD C.2

ROAD AND DRAINAGE

11/14/2019

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
I. STORM SEWER SYSTEM IMPROVEMENTS					
A. Storm Laterals - Belford Ave					
1	Type-R Inlet - 15'	2	Each	$5,740.81	$11,482
2	18" RCP	80	L.F.	$51.99	$4,159
3	24" RCP	250	L.F.	$70.63	$17,658
4	7' Manhole	1	Each	$4,089.79	$4,090
5	Type M Rip Rap	200	C.Y.	$75.54	$15,107
6	Detention Ponds (2-3 ac-ft)	2	Each	$109,000.00	$218,000
				SUBTOTAL	$270,496
II. STREET IMPROVEMENTS					
A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)					
1	Subgrade Preparation (2' Behind Back of Curb)	6,850	S.Y.	$1.46	$10,013
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	$47.09	$331,735
3	6" Vertical Curb & Gutter	1,825	L.F.	$14.72	$26,855
4	Striping 8" White	1,815	L.F.	$2.35	$4,273
5	Striping 4" White	1,815	L.F.	$1.18	$2,137
6	Skip Striping 4" White	1,815	L.F.	$0.39	$712
7	Collector Trench Drain	1,810	L.F.	$15.50	$28,055
8	Cleanouts	16	Each	$264.87	$4,238
9	5' Detached Concrete Sidewalk	9,075	S.F.	$4.64	$42,109
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	$1.46	$18,571
				SUBTOTAL	$468,697
B. Intersection at Chambers Rd.					
1	Subgrade Preparation (2' Behind Back of Curb)	360	S.Y.	$1.46	$526
2	Asphalt Pavement(7" HMA/17" ABC)[E-470 right turn ln, Chambers decel ln & left turn ln]	3,050	S.Y.	$47.09	$143,618
3	6" Median Curb & Gutter	2,400	L.F.	$12.75	$30,607
4	Turn Lane Arrows	3	Each	$490.50	$1,472
5	Striping 4" White	450	L.F.	$1.18	$530
6	Crosswalk Bars	750	S.F.	$0.59	$441
7	5' Detached Concrete Sidewalk	1,800	S.F.	$4.64	$8,352
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	$1.46	$3,683
9	Handicap Ramp	2	Each	$1,715.77	$3,432
10	Signage	4	Each	$273.70	$1,095
11	Traffic Signal	1	Each	$327,000.00	$327,000
12	Traffic Signal E-470 Upgrade	1	Each	$98,100.00	$98,100
				SUBTOTAL	$618,857
				PUBLIC IMPROVEMENTS SUBTOTAL	**$1,358,050**

MOBILIZATION:

1	Mobilization @ 5%				$67,902

SURVEYING:

1	Surveying @ 3%				$40,741

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				$162,966

CONTINGENCY:

1	Contingency @ 10%				$135,805

SUBTOTAL **$407,415**

PUBLIC IMPROVEMENTS TOTAL **$1,765,465**

LETTER OF CREDIT AT 110% **$1,942,011**

The opinion of probable construction costs for Belford Road through Chambers Highpoint was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Road & Storm Drainage Construction Plans Prepared by TTG, latest revision dated November 2017

Quantities were multiplied by current construction industry prices.
The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20__, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial Guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ _____ Dollars ($_____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

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

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

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

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

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

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

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

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

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

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

Notice to Developer: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____

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

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

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

TOWN OF PARKER, COLORADO

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering/Public Works

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

DEVELOPER: [*COMPANY NAME HERE*]

By: _____
[*Sign on line*↑]

_____
[***Please print name, title on line***↑]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT LIST

Exhibit A Legal Description of the Property

Exhibit 1 Schedule of Values

EXHIBIT E

STREETSCAPE IMPROVEMENTS

PHASE 1 SIA						
EXHIBIT E						
STREETSCAPE IMPROVEMENTS FOR BELFORD AVE.						
	August 31, 2016					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	**Streetscape Improvements**					
A	**Belford Avenue Landscape**					
	Landscape Improvements					
1	Deciduous Trees	2 1/2" cal.	70	EA	$560.00	$39,200.00
2	Ornamental Trees	2" cal.	60	EA	$480.00	$28,800.00
3	Evergreen Trees	8'	84	EA	$690.00	$57,960.00
3	Deciduous Shrubs	5 gal.	1,606	EA	$27.00	$43,362.00
4	Ornamental Grasses	5 gal.	353	EA	$17.00	$6,001.00
5	Perennials	1 gal.	2,417	EA	$12.00	$29,004.00
6	Irrigated Turf (seeding?)	-	18,940	SF	$0.85	$16,099.00
7	Shrub Bed Prep	-	18,940	SF	$0.15	$2,841.00
8	Shrub Bed Mulch	-	18,940	SF	$0.50	$9,470.00
9	Native Turf (seeding?)	-	534,606	SF	$0.35	$187,112.10
					Subtotal	**$419,849.10**
B	**Irrigation**					
1	Irrigated Turf	-	18,940	SF	$0.90	$17,046.00
2	Irrigated Native Turf	-	534,606	SF	$0.50	$267,303.00
3	Tree Irrigation	-	130	EA	$5.00	$650.00
4	Shrub Bed Irrigation	-	18,940	SF	$0.35	$6,629.00
					Subtotal	**$291,628.00**
					Total	**$711,477.10**
					Total Exhibit E	**$711,477.10**
					Is There Mobilization	NO
					Surveying	NO
					Construction Management	**$35,573.86**
					Contingency 10%	**$71,147.71**
					Public Improvement Total	**$818,198.67**
					Letter of Credit at 110%	**$900,018.53**

Note: Costs based on Compark Village Filing 1 Streetscape Plans Prepared by THK Dated: 8_26_16
Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT F

LANDSCAPE IMPROVEMENTS

PHASE 1 SIA						
EXHIBIT F						
BERM IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	**Berm Landscape Improvements**					
A	**Hardscape Site Improvements**					
1	Stone Fence Columns	-	23	EA	$1,000.00	$23,000.00
2	Split Rail Fence	-	525	LF	$20.00	$10,500.00
3	Crusher Fines Trail	8' Width	33,686	SF	$1.50	$50,529.00
					Subtotal	**$84,029.00**
B	**Landscape Improvements**					
1	Deciduous Trees	2-1/2" Cal	11	EA	$560.00	$6,160.00
2	Evergreen Trees	6-8' Ht.	84	EA	$690.00	$57,960.00
3	Deciduous Shrubs	5 gal.	1,355	EA	$39.00	$52,845.00
4	Native Turf	-	416,265	SF	$0.35	$145,692.75
					Subtotal	**$262,657.75**
C	**Irrigation**					
1	Irrigated Native Turf	-	416,265	SF	$0.50	$208,132.50
2	Tree Irrigation	-	95	EA	$5.00	$475.00
3	Shrub Irrigation	-	33,875	SF	$0.35	$11,856.25
					Subtotal	**$220,463.75**
		Total Exhibit F Berm Improvements				**$567,150.50**
		TOTAL EXHIBIT F (Berm Only)				**$567,150.50**
			Is There Mobilization			NO
			Surveying			NO
			Construction Management (5%)			**$56,715.05**
			Contingency 10%			**$113,430.10**
			Public Improvement Total			**$737,295.65**
			Letter of Credit at 110%			**$811,025.22**

Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16
Landscape unit costs based on Town of Parker landscape costs where applicable.

PHASE 1 SIA						
EXHIBIT F						
GREEN ACRES TRIBUTARY (GAT) IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
II	**Green Acres Tributary**					
A	**Site Improvements**					
1	Stone Veneer on Wing Walls and Columns	-	1,524	FF	$25.00	$38,100.00
2	Concrete Caps on Culverts and Wings Walls	-	367	LF	$65.00	$23,855.00
3	Concrete Columns		7	CY	$700.00	$4,900.00
4	Concrete Caps on Columns	-	8	EA	$250.00	$2,000.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)		3,000	FF	$5.00	$15,000.00
6	Logo and Sign Face Lettering		1	LS	$3,000.00	$3,000.00
7	Concrete Trail at Culvert	-	6,335	SF	$4.50	$28,507.50
8	Concrete Rumble Strip (Colored Concrete)	-	750	SF	$15.00	$11,250.00
9	Concrete Curb at Culvert	-	250	LF	$10.00	$2,500.00
10	Boulders (2-3') along channel edges	-	200	EA	$300.00	$60,000.00
11	Lights/Light pole on Columns	-	8	EA	$6,500.00	$52,000.00
12	Recessed Lights on Columns	-	8	EA	$500.00	$4,000.00
13	Decorative Railing at Culvert	-	148	LF	$125.00	$18,500.00
14	Decorative Railing at Retaining Wall	-	204	LF	$125.00	$25,500.00
15	Logo and Sign Face Lettering		1	LS	$3,000.00	$3,000.00
16	Crusher Fines Trail	10' Width	40,329	SF	$1.00	$40,329.00
					Subtotal	**$332,441.50**
B	**Revegetation Improvements**					
1	Deciduous Trees	-	6	EA	$560.00	$3,360.00
2	Submerged Aquatic Seed	-	55,652	SF	$0.65	$36,173.80
3	Riparian Seed	-	55,652	SF	$0.35	$19,478.20
4	Native Turf	-	638,908	SF	$0.35	$223,617.80
5	Wetland Plugs at Pipe Outfall	-	1,111	EA	$3.00	$3,333.00
6	Wetland Plugs in Ponds (3' O.C)	-	3,386	EA	$3.00	$10,158.32
					Subtotal	**$296,121.12**
C	**Irrigation**					
1	Riparian/Submerged Aquatic Irrigation	-	111,304	SF	$0.90	$100,173.60
2	Irrigated Native Turf	-	638,908	SF	$0.50	$319,454.00
					Subtotal	**$419,627.60**
					Total	**$1,048,190.22**
					Total Exhibit F (GAT ONLY)	**$1,048,190.22**
					TOTAL EXHIBIT F (GAT Only)	**$1,048,190.22**
					Is There Mobilization	NO
					Surveying	NO
					Construction Management (5%)	**$52,409.51**
					Contingency 10%	**$104,819.02**
					Public Improvement Total	**$1,205,418.75**
					Letter of Credit at 110%	**$1,325,960.63**

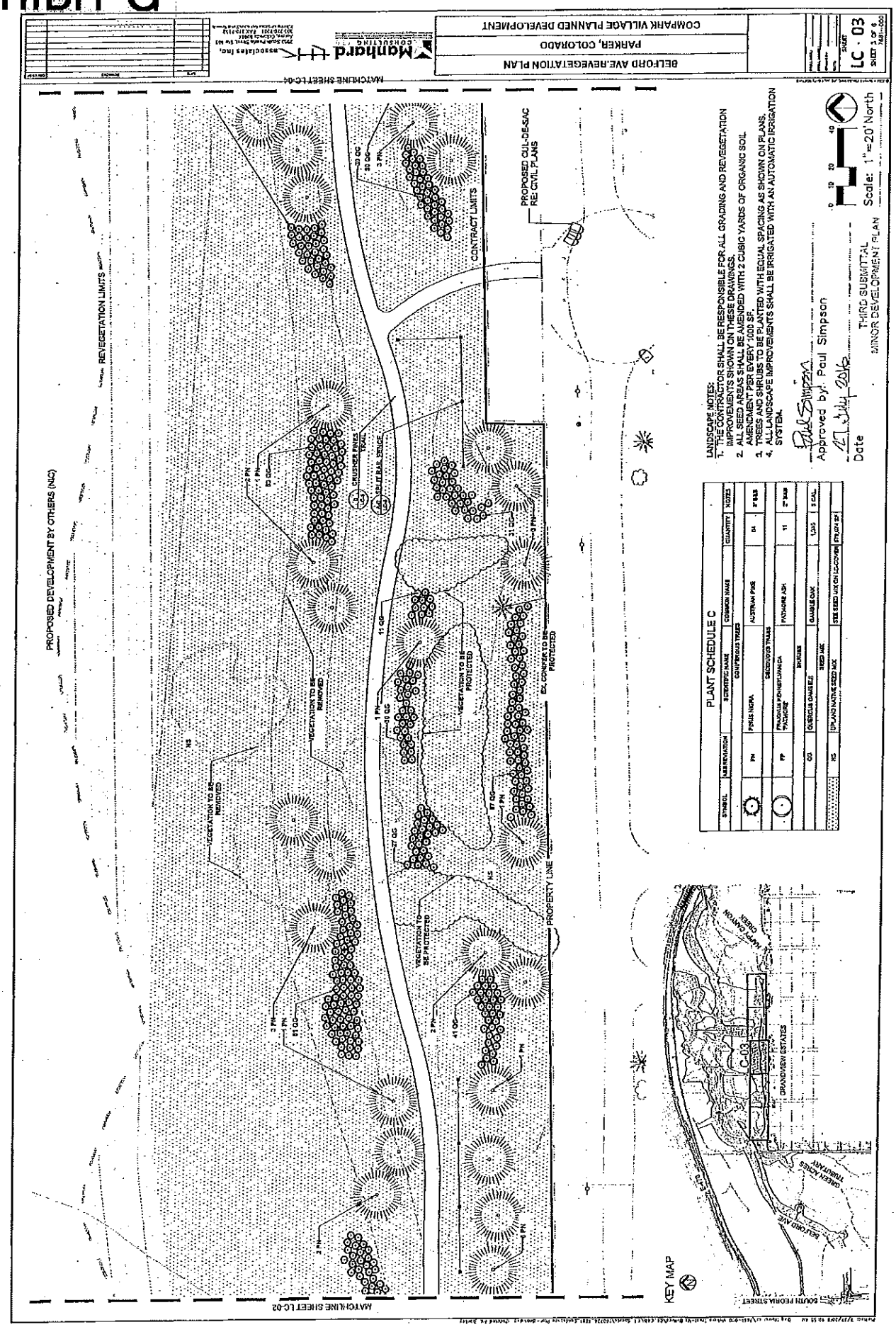
Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT G

PRESERVED TREES

EXHIBIT G


BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT
LC - 03
Matthard Consulting
PROPOSED DEVELOPMENT BY OTHERS (NIC)
REVEGETATION LIMITS
CONTRACT LIMITS
PROPOSED CUL-DE-SAC RE: CIVIL PLANS
CRUSHER FINES TRAIL
LATERAL RIDGE
VEGETATION TO BE REMOVED
VEGETATION TO BE PROTECTED
EX. CONIFER TO BE PROTECTED
PROPERTY LINE
MATCHLINE SHEET LC-02
MATCHLINE SHEET LC-04
PLANT SCHEDULE C
SYMBOL
ABBREVIATION
SCIENTIFIC NAME
COMMON NAME
QUANTITY
NOTES
CONIFEROUS TREES
DECIDUOUS TREES
SHRUBS
SEED MIX
PONDEROSA PINE
AUSTRIAN PINE
PATMORE ASH
GAMBLE OAK
SEE SEED MIX ON LANDSCAPE PLAN
LANDSCAPE NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
Approved by: Paul Simpson
Date
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN
Scale: 1"=20' North
KEY MAP
SOUTH PEORIA STREET
BELFORD AVE
GRANDVIEW ESTATES
C-03

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-105**
A Resolution to Amend Resolution No. 18-092, Series of 2018, to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 Through December 31, 2020

EXECUTIVE SUMMARY

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

• An extension to the expiration date of the development's Minor Development Plat (Filing No. 1) that creates the major infrastructure for the project, and approval of the associated Amended and Restated Subdivision Agreement.

• An extension to the expiration date of the developments' Final Plats - Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 – that create single-family residential lots.

These extensions are being requested to allow additional time to obtain environmental permits necessary to begin work on the development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Compark Village South development is located south of E-470 and north of Grandview Estates, between Peoria Road and Chambers Road. The Town Council approved the Minor Development Plat (Filing No. 1) and the associated Subdivision Agreement for development on September 19, 2016. Under the Town Code, a Developer has 90 days from the date of approval to record a plat and associated agreements before the approvals expire. The Developer of Compark Village South Filing No. 1 has previously requested and received four extensions of this expiration date.

The most recent extension, which was granted by Town Council in December of 2018, extended this expiration date to December 31, 2019. This was requested to allow the Developer time to

obtain a new permit from the U.S. Army Corps of Engineers (USACE) necessary to construct drainageway improvements with the project, as the original permit that had been obtained for this work had expired. The Town cannot grant construction permits for this project without the appropriate Corps permits in place.

Since this project's last extension, the Mile High Flood District (MHFD) has agreed to construct the drainageway improvements as a fee-in-lieu project funded 100% by the Developer. The MHFD has recently submitted the associated permit application to the USACE, but will not obtain a permit prior to the plat's expiration. It is anticipated that a response from USACE will be forthcoming in early 2020. The Developer has requested that the expiration date for the Minor Development Plat and Subdivision Agreement be extended to June 30, 2020, to allow for additional time to complete this process with the Corps and to subsequently secure any permits that the Corps may require. In association with this request, the Developer has committed to advance the security and construction of an additional segment of Belford Avenue, a regional roadway that will be extended through this property. This additional segment will result in a new east-west roadway connection extending from Peoria Street to Chambers Road. The attached Vicinity Map details the two segments of proposed Belford Avenue.

The associated Subdivision Improvement Agreement has been restated to revise the completion date of the Public Improvements, and to revise the Public Improvements Cost Estimate to include the additional segment of roadway construction and to reflect increases in construction costs since the original estimate.

If this extension is not granted, the Developer will have until December 31, 2019 to record the Minor Development Plat and Subdivision Agreement before they expire.

The proposed development also includes two final plats creating residential lots, known as Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1. The Developer has previously requested and received three extensions of the expiration dates, which extended the expiration dates to December 31, 2019. These two projects are dependent on the infrastructure required to be constructed with Compark Village South Filing No. 1, so these projects cannot move forward before Filing No. 1. The Developer has requested that the expiration dates for the Final Plats for Filing No. 2 and Filing No. 2, Amendment No. 1 be extended to December 31, 2020.

If this extension is not granted, the Developer will have until December 31, 2019 to record these final plats before they expire.

FINANCIAL IMPACT

There are no direct financial impacts to the Town. The financial security amounts that the Developer will be required to provide through the Subdivision Improvement Agreements have been modified to reflect increases in construction costs over the past year, and to include additional public improvements the Developer has committed to construct.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinty Map
2. Resolution 19-105

RECOMMENDED MOTION

I move to approve Resolution No. 19-105.

Compark Village South Vicinity Map

Compark Village South Filing No. 1 (Roadway, Drainage, and Utility Improvements

Additional segment of Belford Avenue proposed to be secured with Filing No. 1

Douglas County

Town of Parker

E-470

BELFORD AVENUE

COMPARK SOUTH

GREEN ACRES TRIBUTARY (GAT)

PROPOSED REGIONAL DETENTION POND

GAT BASIN LIMITS

HCC BASIN LIMITS

HAPPY CANYON CREEK (HCC)

POINT TO ROADWAY CURVE

PROPOSED BRIDGE (HCC)

CHAMBERS HIGHPOINT PROPETY

CHAMBERS HIGHPOINT PROPERTY

AIRPORT 320 PROPERTY (DOUGLAS COUNTYJURISDICTION)

SECONDARY EMERGENCY ACCESS LOCATION

E. FILBERT AVENUE

N. 1ST STREET

N. 2ND STREET

N. 3RD STREET

N. 4TH STREET

N. 5TH STREET

N. 6TH STREET

GRANDVIEW ESTATES

S. CHAMBERS ROAD

S. PEORIA STREET

GREEN ACRES TRIBUTARY (GAT)

EXISTING BLFORD AVE. WITHIN MERIDIAN

Compark Village South Filing No. 2 and Filing No. 2, Amendment No. 1 (Proposed Single-Family Development

N

0 300 600 1200

SCALE: 1" = 600'

P:\Clcpkc3\dwg\Eng\Final Drawings\Exhibits Eng\Belford Ave Road Name.dwg, 12/17/2014 9:14:19 AM, epearson, 1:1

RESOLUTION NO. 19-105, Series of 2019

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-092, SERIES OF 2018 TO EXTEND THE EXPIRATION DATE OF THE FINAL PLATS FOR COMPARK VILLAGE SOUTH FILING NO. 2 AND COMPARK VILLAGE SOUTH FILING NO. 2 – AMENDMENT NO. 1 THROUGH DECEMBER 31, 2020

WHEREAS, the Town approved the final plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 on April 23, 2017 (the "Final Plats");

WHEREAS, Section 13.07.080(h)(1) of the Parker Municipal Code provides that the failure "to submit all required documentation, including applicable security, within ninety (90) days [of approval] shall render approval of the final plat "null and void;"

WHEREAS, Section 13.07.080(h)(2) of the Parker Municipal Code allows the Planning Director to grant "no more than one (1) extension of time, of no more than thirty (30) days . . .;"

WHEREAS, the Planning Director provided a 30-day extension of time on November 21, 2017;

WHEREAS, Town Council approved Resolution No. 17-064, Series of 2017, to extend the expiration date of the Final Plats to December 31, 2018;

WHEREAS, Town Council approved Resolution No. 18-092, Series of 2018, to extend the expiration date of the Final Plats to December 31, 2019;

WHEREAS, the owners of the real property subject to the Final Plats are requesting that the Town Council extend the expiration date of the Final Plats to December 31, 2020;

WHEREAS, the expiration date of the Final Plats can only be granted by Town Council under Section 13.01.090 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest; and

WHEREAS, the Town Council determines that the construction of Belford Avenue, which will provide access to the Final Plats, is in the public interest and desires to grant the extension of the expiration of the Final Plats, subject to the terms and conditions contained in this Resolution.

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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Final Plats through December 31, 2020, subject to the provision of the financial guarantee for Compark

Village South Filing No. 1 and the recordation of the fully executed subdivision agreement for Compark Village South Filing No. 1 on or before June 30, 2020.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date:	December 2, 2019
Submitted By:	Mary Munekata, Senior Planner Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-097** **A Resolution Supporting the Recommendations Concerning the Park Dedication Standards Contained in the June 2019 Park Dedication Standards Update Recommendations Report Prepared by MIG, INC**
Department:	**Community Development, Mary Munekata**

EXECUTIVE SUMMARY

The current park dedication standards in the Land Development Ordinance (LDO) for new residential development were established in 2001 and updated in 2005. These standards guide the amount and type of parks provided with new residential development which are often owned by a Homeowners' Association. These parks are important because they support residential quality of life, supplement the Town owned park system and relieve pressure on Town recreation facilities.

Community Development and Parks and Recreation staff have identified issues with inconsistent park quality outcomes arising from new residential development proposals. Staff determined that there is a need for updated park dedication standards to ensure that new residential development incorporates improved park facilities, higher quality amenities and reflects best practices for park design and planning. To address this, staff prepared the Parks Dedication Standards Update Report with assistance from MIG, a leading planning and landscape architecture consulting firm.

The proposed resolution is in follow-up to the staff presentation at the September 23, 2019 Town Council Study Session on Parks Dedication Standards Update.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The LDO contains parks standards found at Section 13.07.140 – Dedications for Parks, Trails,

Open Space and Schools that govern the amount of parks required to be developed with new residential development. The standards also provide limited guidance about the design and amenities for the required parks. As discussed at the September 23, 2019 Town Council Study Session, there is a need to update these standards and the Council directed that staff proceed with this process as soon as possible given the rate of residential development in Town. Staff will accomplish the update as part of the LDO Modernization project because it is already underway and the consultant team is able to perform the work as an early deliverable in 2020.

The parks dedication standards support the Town's goals for parks and open space throughout the community and therefore need to remain current in order to achieve positive outcomes. The Community Development and Parks and Recreation Departments collaborated on the analysis of current standards with the assistance of MIG. The resulting Parks Dedication Standards Update Report presented to Town Council on September 23, 2019 provides initial analysis and recommendations for the updating of the standards. Once completed, the updated parks dedication standards will better align with the community's vision for parks and open space; the 2018 Parks, Recreation, and Open Space Master Plan; park needs to supplement the Town-owned parks system; and current best practices.

Upon Town Council adoption of the proposed resolution, staff will be able to communicate the goals and recommendations of the Parks Dedication Standards Update Report with residential developers to provide guidance for parks planning and design. The ultimate goal is to raise the quality of HOA owned parks that are created with new residential development. This will be accomplished through the LDO Modernization project in 2020, but the proposed resolution will provide staff with an additional tool to work with residential developers in the interim.

On November 14, 2019, the Planning Commission held a public hearing and unanimously voted to recommend that Town Council approve the proposed resolution supporting the Parks Dedication Standards Update Report.

The staff report to the Planning Commission meeting is attached for review.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 19-097
2. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Resolution No. 19-097.

RESOLUTION NO. 19-097, Series of 2019

TITLE: A RESOLUTION SUPPORTING THE RECOMMENDATIONS CONCERNING THE PARK DEDICATION STANDARDS CONTAINED IN THE JUNE 2019 PARK DEDICATION STANDARDS UPDATE RECOMMENDATIONS REPORT PREPARED BY MIG, INC

WHEREAS, the Town Council believes that parks, trails and open space significantly enhance the quality of life of the residents of Town of Parker and are important amenities to all neighborhoods;

WHEREAS, the Town desires to continue to ensure that new development of residential neighborhoods in Parker will have high quality parks with amenities to support the residents;

WHEREAS, the Town of Parker, as part of the Parker Land Development Ordinance Modernization Project, is updating its park dedication standards to better align with the community's vision and values from the 2018 Parks, Recreation and Open Space Master Plan;

WHEREAS, the Town hired MIG, Inc., to provide recommendations to the Town to update the park dedication standards in the Land Development Ordinance;

WHEREAS, MIG, Inc., has completed its work and has provided its recommendations to the Town in the Park Dedication Standards Update Recommendations Report (the "Report"); and

WHEREAS, the Town Council desires to express its support for the recommendations in the Report and to direct staff to expeditiously update Section 13.07.140, Dedications for parks, trails, open space and schools, of the Land Development Ordinance, and implement the recommendations of the Report as part of the Land Development Ordinance Modernization Project.

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 supports the recommendations contained in the June 2019 Park Dedication Standards Update Recommendations Report, which is attached hereto as **Exhibit 1** and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby directs staff to work with Clarion Associates to implement the recommendations from the Report as part of the Land Development Modernization Project.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____

Mike Waid, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

EXHIBIT 1

Park Dedication Standards Update Recommendations Report

Prepared for Town of Parker, Colorado

by MIG, Inc. | June 2019

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Introduction

In tandem with the Parker Land Development Ordinance (LDO) Modernization project, Parker is updating its Park and Open Space - dedication standards to better align with the community's vision and values in the *2018 Parks, Recreation, and Open Space Master Plan* (PROS Master Plan), park needs, and current best practices. The Town of Parker hired MIG as a consultant to provide recommendations and guidance for the Town to update the parks dedication standards in Section 13.07.140 of the Parker LDO. This report includes an assessment of existing conditions, benchmark comparison to peers, adequacy assessment of existing parks (LDO Section 13.07.145) and open space (LDO Section 13.07.145) standards compared to the Master Plan, and recommendations for updates to the parks dedication standards.

Existing Conditions Assessment

This section of the report documents the existing conditions of the parks and open space dedications in Parker. For the existing conditions assessment, MIG and Town staff toured a representative sample of Town-built and developer-built parks. These included both neighborhood and community parks, as well as examples of high-quality park development and parks with outcomes the Town would not want to replicate further. For context prior to the tour, MIG reviewed several documents that summarized existing policies and relevant information, including but not limited to the 2018 PROS Master Plan, the Park Amenities Inventory, and several development plans.

Previously in this project, MIG conducted a benchmark analysis of Parker standards to peer communities. Future tasks in this project will compare the Parker LDO dedication standards to the policy guidance in the Master Plan, assess the adequacy of existing standards to achieve the desired results, and research best practices in parks quality standards that could be applicable to advance the Master Plan vision.

Key Findings

The existing conditions assessment resulted in Key Findings in four groupings.

Parker Has a High-Quality Park System

- Parker has a well-regarded park and open space system with many quality parks.
- Parker has been very successful in achieving neighborhood parks within walkable distance to most homes (¼ to ½ mile).
- Parker has abundant open space.
- Town-built community parks and recreation facilities are high quality and offer distinctive amenities and social gathering spaces.
- Many neighborhoods include recreation facilities for residents beyond playgrounds, such as pools, sports courts, and picnic shelters.

Negotiated Developments Have Yielded Some Strong, Creative Outcomes

- Parker has successfully negotiated with developers in most cases to provide developed parks rather than simply land dedications and fees.
- The Town has achieved much more with a negotiated approach than is required in the code in many cases.
- Staff leverages developers' motivation to creating appealing parks as a means to increase value and accelerate home sales.
- By offering credit for public parks and partial credit for private spaces, many neighborhoods offer more parks and facilities than required.
- Public and private parks and recreation facilities owned and managed by Homeowners Associations (HOA's) greatly increase the facilities for residents while reducing the burden on Town resources.
- Some developments include new and creative amenities to attract target residents, such as dog agility areas or small water spray pad areas at apartments.
- The Town has leveraged its offer to take over and maintain community park sites effectively to get larger (10+ acres) parks with more amenities and facilities. However, it also has successfully avoided taking over the maintenance of smaller neighborhood parks, even when requested by HOA's to do so.

There is Inconsistency in Quality and Outcomes

- Parker has many uncodified expectations for parks that require negotiation and leverage to achieve.
- Town-built facilities are, in general, higher quality than developer-built parks.
- Negotiated double crediting of detention areas, open spaces, trails and parkland yields inconsistent results such as the Stroh ranch detention pond.
- There are missed opportunities to support recreation in open space in places where passive recreation activities are compatible with the goals of protecting natural resources.

Some Parks Size, Type, or Purpose Needs Not Fully Met

- Larger parks with specialized facilities and large group gathering places are lacking. According to the 2018 PROS Master Plan assessment, the Town exceeds the recommended level of service for neighborhood parks but has insufficient acreage to provide the recommended level of service for larger community parks.
- Some neighborhood parks are too small or lack the amenities to provide as much benefit as desired. In some cases, this may be a result of requiring developers to achieve the Town's current preference of ¼-mile walking distance, which requires more parks dividing the total acreage into smaller parcels.

- Public gathering and respite spaces in commercial development are rare and entirely market driven.
- Some creative amenity ideas fail, such as a community garden that is not being used, because developers do not have standards for the types of facilities and support amenities provided.

The remainder of this section of the report provides narrative support for the key findings, above.

Parker Has a High-Quality System

The most significant finding of the existing conditions assessment, which should be held as the overarching context for the rest of the findings and the project, is that the Town of Parker has achieved an excellent quality and quantity of parks and recreation facilities. Several of the Town-built parks, including the award-winning Railbender skateboard park and tennis complex, the Salisbury Sports and Equestrian Park, the greenway trail along Cherry Creek and both well-loved and intensely used downtown parks -- O'Brien Park, H2O'Brien Pool and Discovery Park -- are examples of excellence. Open space is abundant, with strong components of sensitive riparian and wildlife habitat.

Including the private parks and recreation facilities that Homeowners Associations (HOAs) manage for their residents – the vast majority of which were required by the Town, Parker exceeds its recommended level of service for neighborhood parks. In several parts of Town, parks and recreation are available within a walking distance of a quarter mile of all residences. This walking distance is closer to homes than the ½-mile industry standard advocated for by the National Recreation and Parks Association (NRPA), Trust for Public Land (TPL) and the Urban Land Institute (ULI). Many Parker neighborhoods have private facilities that offer more than passive park land and playgrounds, such as swimming pools, ball parks, picnic shelters, and gathering spaces that foster not just opportunities for an active lifestyle, but also social cohesion and neighborhood identity. In sum, there is a great deal that Parker is accomplishing in terms of quantity and quality of parks, recreation, and open space in the Town.

Negotiated Developments Have Yielded Some Strong, Creative Outcomes

One of the key tools that Parker has used to achieve strong PROS outcomes has been negotiated development approvals. In Parker, most development occurs by Planned Development (PD) zoning. Many aspects of the development design and layout are negotiated, rather than strictly following the base standards of the Land Development Ordinance (LDO). PROS is regularly a significant component of the negotiation.

This negotiated development has yielded some strong and creative outcomes. A major result is that while the ordinance requires land dedications and development fees, the Town has regularly negotiated for fully developed parks, built and delivered by the developer. Town

staff have actively collaborated with the developers and park designers to suggest locations, amenities, and upgrades that have improved the quality of the resulting parks for residents and better connected these with other Town PROS assets.

During the site conditions tour, some of the stops highlighted examples of higher-than-required park quality outcomes. At Cottonwood Highlands HOA-maintained Community Park, the Town collaborated with the developer to maximize the quality and amenities in a small area. By adding negotiated amenities, the developer was allowed to count a portion of the detention area as open space with their addition of a trail on the north side of the detention pond. The Town also worked with the developer to meet all of the parkland dedications requirements on site for residents resulting in two on-site, developed parks. More than what was required was developed in this neighborhood.

An older example is the Challenger Park Estates Neighborhood Park. This HOA owned and maintained park is centrally located in the neighborhood and developed with amenities to serve a variety of age groups, including swing sets and half-court basketball, along with a large open field that hosts community gatherings and informal sports. It is a beloved neighborhood asset and also open to the public. A third example in Anthology is also a HOA-maintained, centrally located neighborhood park that is open to the public. It contains both unprogrammed space as well as play equipment, primarily a large wooden fort-style play climbing structure.

Another, recent strong outcome is at Tallman Meadow Park. This park exceeds the Town's minimum size requirements and was fully developed with sports fields and premium-grade playground, picnic shelter, and other amenities that coordinate with the overall historic theme/character of the development. The developer agreed on the condition that the Town would accept the fully developed park as a dedication, thereby removing it from the HOA responsibilities and dues structure for the long-term.

An example from a multi-family development is the Watermark I development, which contains intense, high quality amenities such as a tot lot, half-court basketball, and dog agility training in the interior of the development, where the buildings create a sense of oversight and as well as a gazebo and seating for more passive enjoyment.

Overall, negotiated development approvals have yielded creative strategies that have addressed site constraints and created many high quality, well-loved parks in Parkers neighborhoods. The park design and amenities are often tailored to site conditions, neighborhood character, and even the Town's current needs for the type of park experiences that are in demand.

There is Inconsistency in Quality and Outcomes

Parker has many uncodified expectations for parks that require negotiation and leverage to achieve. However, the 2018 PROS Master Plan provides policy guidance for parks, trails, open space and recreation facility decision making. Also, the Land Development Ordinance

Modernization project that the Town is currently undertaking - will provide the needed updated regulations and standards to support and implement the goals and policies of the master plan and improve PROS outcome.

Although some negotiated approvals have yielded excellent results, others have not. Negotiated developments have many considerations, and at times Parker has had to prioritize other needs of the Town and use its leverage on aspects of the agreement besides amplifying PROS outcomes. Many of the developer-installed park amenities are standard, "off-the-shelf" styles that are similar and offer little distinctive appeal; the Town would like to see more modern, innovative solutions and premium equipment but getting down to the specific equipment selections is often too detailed for the development approval.

While the Town allows limited double-crediting of parks, open space and detention areas, it is considered on a case-by-case basis. While this has resulted in some creative solutions, there is also a sense of inconsistent application and uncertainty. Related is the either-or designation of parkland and open space, which concentrates amenities in parkland and leaves no incentive to add amenities to open space. Open space is often abundant, and the Town desires to see some of the open space areas augmented with potential passive amenities such as walking and nature trails, benches, and similar.

In some cases, HOAs appear to be concerned about either the quality of their parks or their long-term ability to maintain and renovate them. As the demographics of neighborhoods change over time and residents age, features such as playing fields and tot lots may not see as much use by local neighborhood residents, for example. Maintenance and irrigation is expensive, and subsequently, HOAs regularly approach the Town to request that the Town take over ownership and maintenance of their HOA parks. While the Town Council considers each request on a case-by-case basis, the Town has not agreed to take over maintenance from HOAs. In the new Idyllwilde development, a separate issue has been noted between the developer and the Homeowners Association. Here, due to maintenance concerns, the HOA is refusing to accept ownership and maintain a small developer-built park with access on a steep incline.

In sum, while the developer-led strategy has delivered significant success and is an important part of keeping control of Town expenses in the long-term, it is not without challenges. In some cases, the quality of park development and maintenance are not at the level of service desired.

Some Parks Size, Type, or Purpose Needs Not Fully Met

Despite the overall quality and success of parks outcomes in Parker, there are notable gaps and insufficiencies in some aspects of what exists in Parker today. One such deficiency is that although the Town is very rich in neighborhood parks, there are few larger community parks. Parker is not meeting its own level-of-service goals as identified in the 2018 PROS Master Plan. For this reason, in recent negotiations for several large-scale site development plans such as the Trails at Crowfoot, the Town has ensured that each of these will add larger community parks. Once

built, these will make a significant improvement in meeting the level-of service goal for community parks. It will not, however, close the gap for the level-of-service goal for community parks in previously developed areas.

Another concern is that some neighborhood parks are too small, poorly located, or lack the amenities to provide as much benefit as desired. In some cases, these parks have been developed on small "remnant" parcels that were not feasible for development. An example would be an unnamed, "postage-stamp" park in the Stroh Ranch development. This park holds the mailboxes for the surrounding street; otherwise the amenities are limited to one bench and Mutt Mitt dispenser. The size of the park is too small to use for almost any sort of activity or gathering.

There are few public gathering and respite spaces in commercial development in the Town. Without any PROS requirements for commercial development, what exists has been provided by the Town, negotiated, or is entirely market driven. Another consideration is that some creative amenity ideas fail, such as a community garden that is not being used at the Watermark I multifamily development. The garden was negotiated and based on its installation the land was credited toward the parkland requirement. Residents have not cultivated the garden. Since the area is maintained by a property management company, the Town has little ability to influence the owner or management company to upgrade the space to a more usable type of park experience.

Conclusions

This Existing Conditions Assessment is an important step in the update the Parker LDO parks and open space dedication standards. Conclusions are that existing conditions and outcomes in Parker are very positive and have yielded many high-quality PROS assets for Parker residents, delivered by both the Town and private development. Still, there are opportunities to enhance the quality and consistency of parks and open space facilities for Parker and better meet the full range of Town goals.

Comparison to Peer Communities' Dedication Standards

This section shows how Parker parks standards compare to standards in several other Colorado Front Range Communities with some similar characteristics such as development character, size, quality of existing parks, and growth drivers. Selected peers are Castle Rock, Longmont, and Brighton.

Key take-aways from the comparison:

- Standards vary significantly from community to community in form and amount, making apples-to-apples comparisons difficult.
- Parker's fees are the only one of the four peers that are expressed as the overall acreage dedicated rather than the amount of land per number of units to be developed.
- Only Castle Rock and Parker allow credits for private parks.
- Only Longmont has minimum size standards for neighborhood-serving parks (termed, "pocket parks").
- Only Longmont requires remnant parcels open space dedications for greenway connections.
- Longmont appears to have more parkland design and development guidance than Parker and other peers.

Aspects of the park standards that were compared across the peer communities are park development fees, dedication requirements, dedication credits, and other information. Table 1 below summarizes key aspects of Parker's Park standards and those of the three peers.

Table 1: Park standards benchmarking comparison to peers

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
Parker, CO	Fee is based on estimated park construction costs: - $255,400 per acre - Includes basic infrastructure and associated irrigation tap fees for typical one acre	Provide land for park, trail and open space: - 7.5 acres of developed park land per 1,000 population - Open space goal of 20% - Additional Open Space dedication may be required by Council if criteria in Open Space, Trails and Greenways Master Plan is not met	Credit for alternative provision for park and recreational facilities Credit for private parks – up to 50% of total required, owned and maintained in perpetuity by HOA	Sales tax funding for Parks Selection/Design Criteria outlines for Open Space, Private Pocket Parks, Parks, and Trails: - Location, connectivity, accessibility to residents focus of

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
	- Plus appraised value of undeveloped acreage - Does not include amenities and improvements	Amount of park land dedication based on the project population created by a development (existing dwelling units are excluded): - 3.19 persons per single-family detached dwelling unit - 1.85 persons per multi-family dwelling unit Cash payment in-lieu of dedicating land - Options for residential land development: Fee in lieu only if land is not available - Min. fee is $500.00 per each additional residential lot created for residential minor developments - Appraised value of land plus fees Recommended guidelines in Open Space, Trails, and Greenways Master Plan - Selection criteria location of public trail and safe usage and sufficient right-of-way. Easement or right-of-way width typically ranges from 25 to 50 feet - Exclusive utility easement, public right-of-way, or topographical obstructions not permitted land Trails: No cash-in-lieu accepted in subdivisions where proposed regional trails are located unless there is acceptable	Credit for dedications of land for public park space exceeding 7.5 acres per 1,000 residents only if additional public park land meets Town selection and design criteria for parks, trails and open space	selection/design criteria Only requirement for recreational facilities is to comply with Town Construction Standards and Specifications Town policies, not codified: - Annexation agreements target goals is 20% open space dedication. - Expect neighborhood parkland to include amenities - Preference for developer-built parks rather than collect development fees - “Community Parks” are >10 acres. - Town only considers accepting dedication of fully-built, 10+ acre - Town considers accepting dedications

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
		alternate route in Open Space, Trails, and Greenways Master Plan		of open space on a case-by-case basis 2018 PROS Master Plan recommended LOS: - Parkland of various types = 8.7 acres/1,000 total - Open space = 18 acres/1,000
Castle Rock, CO	**Single Family Detached and Attached Per Unit Impact fee:** - Less than 2,000 sqft: $2,757 - 2,000 to 2,499 sqft: $3,406 - 2,500 to 2,999 sqft: $3,720 - 3,000 to 3,499 sqft: $3,936 - 3,500 to 3,999 sqft: $4,384 - 4,000 to 4,499 sqft: $4,772 - 4,500 to 4,999 sqft: $5,114 - Over 5,000 sqft: $5,420	**Formula based on 8 acres/1,000 population: 2 acres/1,000 population for neighborhood parks and 6 acres/1,000 population for community parks.** **Neighborhood Park** - Dedication or cash-in-lieu: 0.002 acres/person or 0.006 acres/dwelling unit (based on 3.0 persons/household) -Minimum on-site dedication: 8-acre site up to 25-acre site (if combined with elementary school, 10 to 12-acre site is optimum. **Community Park** – Dedication or cash-in-lieu requirement: 0.006 acres/person or 0.018 acres/dwelling unit (based on 3.0 persons/household) - Minimum on-site dedication: 25-acre site up to 100-acre site (if combined with secondary school) 60 to 80-acre site is optimum.	Up to 33% of private open space for park and recreational purposes in a proposed subdivision that is privately owned and maintained by future residents may be credited against requirements if following are met: - That the private ownership and maintenance of the land is adequately provided for by written agreement;	New residents fund future parks and indoor recreation facilities through fees charged to new home construction. Funding for parks – 24% General Fund (Sales Tax), 16% Community Center Fund (sales tax), 2% Conservation Trust fund (Douglas County Shareback), 1% conservation trust fund (lottery), 14% parking and capital recreation fund (fees), 17% golf fund (fees), 1% general long-term planning fund,

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
		Total = dedication or cash-in-lieu requirement: 0.008 acres/person or 0.024 acres/dwelling unit Dedicated lands must be suitable for neighborhood and/or community parks and typical facilities in terms of topography, size and location. Fee in lieu or off-site land dedication is required when minimum acreage does not enable full dedication. All land and cash fees dedicated or credited for public purpose (e.g., parks, school, water, fire, policy, or administrative facilities) shall be used to the mutual benefit of the residents of the subdivision. Such lands may be restricted to area residents only as provided in the credit requirements. The town may exchange land previously acquired under this provision for cash if the Town Council determines the public need for that specific public use would better be served at a different site. Cash fee-in-lieu of land dedication may be permitted after review of the following criteria: size of development and its adequacy to accommodate suitable public use site, the Town and School District's master plans for	- That the proposed land area is reasonably adaptable for the use for park and recreation purposes; - That the facilities proposed for the land area are in substantial accordance with the provisions of this regulation; - That the facilities proposed conform to and/or complement the Town's Parks Recreation, Trail and Open Space Plan and Comprehensive Master Plan; - That any land dedicated under the provisions of this Section shall not be used to also	community center fund fees and interest (fees)

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
		future development, existing parks and other public facilities in the area, topography/elevation/geology/location of the land in subdivision, and needs of people in the area. The fee is based on administrative evaluation.	satisfy the open space requirement of the PD zoning district - That the private facilities be credited only against the neighborhood park component of the park land dedication requirement.	
Longmont, CO	Park Improvement: Fee based on current costs of acquiring, designing, and building parks and greenways for 2014 and beyond: 2016 – fee for single-family detached residential: $5,333.00; fee for other residential: $2,616.00 (fee from years on out will be adjusted based on Engineering News Record Construction Costs Index	All subdivisions must reserve land for public parks according to the comprehensive plan, or dedicate land, or pay fees in-lieu, for the purpose of providing a proportionate share of public parks, greenways, and open space. New development must provide landscaping for landscape buffers; pocket parks, plazas and courtyards; … greenways; … stormwater areas; and residential, mixed-use and nonresidential lots not covered by structures, parking areas, drives and other hardscape areas		Park Design Specifications: Playground design requirements; design for restrooms; lighting criteria Railing, fencing, and gates; site furnishings; sports equipment; irrigation; landscape; signage; turn over items; approve materials list. Identified future district, neighborhood, or community park

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
	Fee is also based on target level of service methodology	Pocket park required for single-family detached and attached residential developments with 25 or more dwelling units – pocket park is not required when at least 50% of the dwelling units are within ¼ mile walking distance of an existing or planned and fully funded public neighborhood park. - 1 acre per 100 single-family dwelling units. - 1 acre for every 200 multifamily dwelling units. - Minimum size of 0.5 acres for developments of 100+ single-family units and developments of 200+ multifamily dwelling units. - For developments with fewer units, the size may be reduced proportionally (minimum one-quarter acre size for developments of 100 multifamily dwelling units). Location: Shall be centrally located within the development with pedestrian access to the lots and dwellings they are intended to serve. Shall have frontage on at least one local or collector street. Dedication of greenways: the city requires dedication of adequate lands or easements for outlots for the development of primary or		Criteria for funding allocations to new and existing parks: Safety and regulatory projects, develop new projects while concurrently repairs and renewing parks, systematically address the sites in most need of reinvestment while also including expansion projects to serve a growing population; rebalance the investment the community makes in the system and focus on spreading the benefits

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
		secondary greenways. An "outlot" is defined as a remaining parcel platted in a subdivision but set aside for a specific purpose other than development. Fee in lieu allowed for dedication of public park, greenway, or open space.		
Brighton, CO	Community Park fee: - Pay $400/unit with land dedication - Pay $720/unit without land dedication Local and community parks and open space shall require a park development fee based upon number of lots proposed within the development. The fee is due at the issuance of building permits.	Public park land and open space shall be dedicated at a rate of 3 acres per 1,000 for local neighborhood parks and open space, exclusive of school sites. Total dwelling units proposed (or lots for single-family housing units) within the development x 2.96 persons per household Location – must provide focus for residential development and cannot contain natural hazards. When project exceeds 8 dwelling units per acre, development must provide 25% of development site for common outdoor recreation and open space. Fee in lieu of land dedication equal to rate of 3 acres per 1,000 population based upon fair market value of unimprovement land as zone	Infill exemption: Infill development serviced by existing local parks and lying within infill development boundary are exempt from park land dedication requirement but are required to pay applicable park development fees if platted after 1986.	Should the size of the community park located within the development exceed the dedication requirements for community parks, the developer shall reserve remaining land for City acquisition based on fair market value of unimproved land zoned urban development. All new residential land development projects must dedicate or convey land for a public school or pay cash in-lieu of dedication

City	Park Development Fees	Land Dedication Requirements	Dedication Credits	Other Information
		urban development required if project location is not within the vicinity of a community park. Fair market value shall be established by City appointed appraiser. Fee paid during final plat approval and will be placed into community park development fund.		Design of subdivision must make use of natural contours and protect the view, as well as provide protection from adverse noise and vehicular traffic.

Dedication Standards Adequacy and Master Plan Alignment

This section of the report assesses the adequacy of the existing Park Dedication Standards, as measured against the policy recommendations of the 2018 PROS Master Plan, peer communities, and MIG's national knowledge and experience in other communities. It also presents some preliminary findings with regards to development fees and park in-lieu fees.

Key Findings

The standards adequacy assessment resulted in the following findings:

Consolidation of Parks and Open Space Standards is Needed

- Section 13.07.140 of Parker Municipal Code addresses dedication requirements for parks, trails, open space and schools. The organization of the section makes it difficult to immediately discern whether school grounds could be considered with other open space requirements in some way.
- Standards and key requirements are not all consolidated in this section. Section 13.07.140 makes reference to a variety of other resources that must be consulted to know what standards apply. These include:
    - Section 13.07.080 provides requirements for site master plan approval, including costs and construction documents.
    - Section 13.07.145 includes selection criteria for open space, standards applicable to a percentage of each development, design criteria, as well as requirements for land set aside as Common Open Space.
    - Section 13.06.070 addresses requirements for Landscaped Areas, which may count in some cases as private park land.
    - Construction Specifications & Design Considerations for Parks, Trails and Streetscapes present design guidelines that affect park development requirements.
    - Open Space, Trails and Greenways Master Plan identifies trail development criteria, criteria for the protection of open space, and regional trail requirements that affect cash-in-lieu fees.
    - The Park Fee Schedule spells out cash-in-lieu of land dedication and development. It defines assumptions about the cost of park development based on what park development must include.

2018 PROS Master Plan Findings Suggest LDO Changes Are Needed

- Section 13.07.140 is intended to be updated based on the recommendations in the 2018 Parks, Recreation and Open Space Master Plan. For open space, the Master Plan introduces a different format for level of service (LOS) based on the number of residents served

(acres/1,000 residents), rather than the size of the development (current goal of 20% open space). Open space dedication is typically based more on environmental and geographic factors than population.

- Parker's existing park land dedication requirement for developers (7.5 acres/1,000) is greater than the Town's current level of service (LOS) -- 6.77 acres/1,000 residents-- as calculated in the Master Plan for Town and HOA parks combined. It should be noted, however, that many parks were developed under the old requirement of 6.50 acres/1,000 residents.
- The Master Plan proposes increasing the LOS to 8.7 acres/1,000 residents, largely by increasing acreage for community parks and special use sites while decreasing acreage for neighborhood parks. This distinction between neighborhood and community-serving parks is critical.
- The Master Plan also proposes reducing the level of service for open space, and it does not note any assumptions for the LOS of trail corridors. It is not clear how these Master Plan recommendations compare to current open space and trail dedication requirements.
- The Master Plan defines neighborhood parks as typically ranging from 5-25 acres in size, and community parks from 20-100 acres in size. These definitions are clearly not applicable in Parker and should not guide the LDO required size for parks.
- The Master Plan provides guidance on the numbers and types of facilities needed in several different places in the document.
    - The Master Plan set numerical standards for facility LOS. Of note, HOA neighborhood parks significantly contribute to Parker's park system with a LOS of 2.65 acres per 1000 residents. This has resulted in a LOS that significantly exceeds the National Recreation and Park Association (NRPA) standard of 1-2 acres per 1000 residents.
    - The Inclusive Programming strategies note that in the next 10 years, the Town should ensure that 25% of all playgrounds are universally inclusive playgrounds. Achieving this likely may require a code/construction update to provide universally accessible and inclusive play elements at all new parks.
    - The Connect People and Places strategies identify potential new guidelines for trail development, including the provision of parallel soft- and hard-surfaced trails and trail amenities. It also advises: "Update the Land Development Ordinance to ensure that private parks and recreation facilities are integrated and well connected to adjacent neighborhoods."
- Master Plan outreach found that "79% of survey respondents use a park managed by a Homeowners Association (HOA). For those respondents who did not use an HOA park, it was because 1) there was no HOA park near them or 2) the HOA park did not have the facilities/amenities that interested them." This confirms a need to provide better guidance to developers on the provision of unique and interesting recreation facilities, as well as landscaping and elements to enhance park character and the park experience. These are typically done through design and development guidelines.
- Master Plan outreach findings also indicate that Parker needs "to better balance the development of new facilities and maintenance of existing facilities." While maintenance and asset management are not applicable to dedication standards, there is an issue the Town

needs to address regarding the replacement and refreshing of amenities, facilities and landscaping as dedicated parks age. It is unclear if there are any expectations established for the renovation of HOA public parks and private parks for which the developer received credit.

Existing Acreage Dedication Quantity Is Adequate; Standards Need Differentiation

- Parker's land dedication standard of 7.5 acres of parkland per 1,000 residents is in line with peers and appears to be adequate in obtaining most needed park land.
- Parker should codify the level-of-service guidance for neighborhood-serving and community-serving parks. Note: Many communities set these standards based on neighborhood park and community park requirements alone. In Parker, special use parks also serve community-wide and in some cases regional needs. Consequently, the desired split may be 2.5 acres/1,000 for neighborhood parks and 5.0 acres/1,000 for larger community-serving parks, including community parks and special use parks. This change will help the Town negotiate to obtain larger sites for community parks.
- The code standard allowing credit for private parks up to 50% of the total parkland requirements is working to balance desires for publicly accessible spaces, for high-quality neighborhood amenities, and for long-term cost containment. However, since these private facilities are only intended to serve one neighborhood, it may be more appropriate to credit private park acreage toward required acreage for neighborhood parks only
- Parker's open space dedication standards express a goal of protecting 20% open space—although developers often set aside more than that. It is unclear how this compares to the 2018 Parks, Recreation and Open Space Master Plan LOS recommendation of 18 acres/1,000, since the former is based on area and the latter on population.
- A question should be raised regarding the format of level-of-service (LOS) recommendations noted in the 2018 Parks, Recreation and Open Space Master Plan versus open space and trails requirements in the Open Space, Trails and Greenways Master Plan. These could be aligned and codified in the same format to apply to all types of parkland, open space and trails.
- If the Town must weigh the costs of land dedication against park development to stay within market rates, Parker should continue to emphasize the 7.5 acres per 1,000 residents park land requirements over higher development fees. It is easier for the Town to fund and add amenities to dedicated park land than to try to obtain more land later.
- Parker may want to consider more strongly and/or approve fee-in-lieu in smaller (re)developments and refine criteria accordingly, as well as develop policies guiding the use of funds received. This will help avoid the provision of parks smaller than the Town's minimum standard size.

Development Requirements and Fees Need Clarification

- There is a great difference in between expectations for full park development and the park development requirements and fees associated with in-lieu-fees noted in the Park Fee Schedule.
- Parker's fee structure is expressed differently from peers (cost per acre rather than per residential unit). If calculated based on development unit, Parker would require $6,110 per single family dwelling unit or $3,542 for multi-family unit. (This is based on the current park development cost per acre, the average number of people served by one acre as per land dedication standards, and the Town's assumptions of population per dwelling unit.) If accurate, this is already higher than the range charged by peers in the benchmark analysis. This suggests that the benchmark communities are not expecting full park development.
- Parker's current development fees are based primarily on irrigation tap fees, groundwork, landscaping, and minor amenities, resulting in fees that are inadequate for high quality above-ground park improvements and full park development.
- The current development cost noted for play equipment and installation ($15,000) is well below current norms for average play areas in neighborhood parks; it is wholly insufficient for high-quality play areas as may be expected in Gold Medal communities.
- In many communities, full park development for quality parks averages $500,000 - $850,000 per acre, instead of the Parker's current fee which is based on $255,400 per acre.
- If Town development fees are increased to cover full park development, they will be above market norms.
- To encourage development where appropriate in open space, Parker should consider adding criteria for allowing credits for improved open space to count toward a percentage of park land requirements (at a reduced ratio).

Expectations, Standards and Guidelines Need to be Aligned and Clarified

- Given staff role in negotiating for final park approval, inconsistent expectations and standards have guided developers—particularly in credits given for linear strips adjacent to houses, detention basins, trails/linear corridors, and other open space. To allow flexibility but ensure more consistency, decision-making criteria and/or general policies are needed to guide negotiations.
- The Town needs a more comprehensive and consolidated and detailed set of standards and guidelines that may include all of the following, some of which currently exist in Parker:
    - Land dedication standards (acres/1,000 residents)
    - Park site selection/land dedication criteria
    - Open space dedication requirements
    - Open space site selection criteria
    - Park service areas (travel distance to parks)

  - Numerical facility level of service guidelines for key types of facilities (e.g., playgrounds, sports courts, sport fields, dog parks, outdoor pools, picnic shelters)
  - Design, development and construction guidelines for parks, trails, and open space
  - Criteria for the Town's acceptance of community parks to be maintained and programmed by the Town.
- Parker may want to codify the requirement of providing neighborhood parks within a ½-mile walking distance (10-minute walk) and remove the expectation of providing parks within a ¼-mile walk, which is driving the development of undersized neighborhood parks. (The ½-mile service distance is consistent with what is in the Master Plan.)
- The park tour suggests that consistent site selection/dedication requirements are needed in addition to numerical LOS standards (acres per 1,000 residents) and access requirements (travel distance to parks) to guide site selection. In addition to other factors note in LDO Section 13.07.140, criteria could include:
  - Minimum park size
  - Site size needed for various recreation uses, including sports and fitness opportunities
  - The shape, configuration, slope and amount of developable space of parks
  - Usable amount of the site without barriers (drainage, topography, overhead utilities, easement and ROW restrictions, etc.)
  - Street frontage; access from arterial, collector and local streets; buffer between streets and play areas
  - Location; centralized to neighborhood served
  - Property adjacencies; adjoining uses; co-location of parks with schools, detention basins, open space and trails
  - Natural areas and natural features that add to site character and recreation value
  - Access paths and entries
  - Connectivity to local and regional trail system
  - Visibility for public safety
  - Multi-use spaces, "string of pearls" parks, and temporary "pop-up" park spaces
  - Partial credits for private parks/facilities, detention basins, open space and trails

Additional Guidance for Non-Residential Areas

- All of Parker's current standards and guidelines apply to new residential development. Current trends in parks and recreation, as well as the increasing interest in augmenting the customers' experience environment in commercial and business areas, are leading to the increasing integration of urban plazas, art, social gathering opportunities, respite spaces, event spaces, and play spaces into non-residential areas. The Town may want to revisit and broaden guidelines and/or requirements for Landscape Areas in large-scale commercial development or office complexes, to encourage these uses.

Guidance for Quality Outside the LDO Is Needed

- Parker should consider the example of many Gold Medal parks communities and develop a comprehensive set of Design and Development guidelines for parks, trails and open space in a manual that stands outside the LDO. A manual provides the developer substantial guidance at the outset, eliminating time and rounds of review. This can result in cost savings for both the Town and the Developer, as well as better outcomes. The manual can be updated regularly in response to changing industry practices, market conditions, and Town needs, without the need for code updates. (Note: Some aspects may be similar to the Town's Construction Specifications & Design Considerations for Parks, Trails and Streetscapes, but better guidance is needed to ensure the quality of development and landscaping desired.)
- Design and development guidelines for parks, trails and open space should be provided in addition to in addition to numerical standards and define:
    - Required types of facilities
    - Required types of support amenities (benches, bike racks, restrooms, drinking fountains, barbecues)
    - Compatible facility alternatives to add recreation variety
    - Access requirements (if exceed requirements as per Americans with Disabilities Act (ADA)
    - Amount of parking needed and type (on-street, on-street diagonal, off-street)
    - Amount of developed park area versus undeveloped (including natural areas and turf/lawns)
    - Maintenance and irrigation requirements
    - Mix of active and passive elements
    - Size and types of picnic shelters
    - Requirements for shade (shelter, sails, shade trees, etc.)
    - Plant palate for landscaping and native plantings
    - Seating, including arranged and movable
    - Activity space and program space
    - Art and interpretive elements in parks/placemaking characteristics
    - Crime Prevention Through Environmental Design (CPTED) requirements
- Facility definitions, including notes about required support systems, should be defined for specific types of amenities. (Note: These may be in the Construction Specifications & Design Considerations for Parks, Trails and Streetscapes):
    - Community gardens (plots, water, mulch pile, raised bed, permaculture, etc.)
    - Regulation sports fields, youth fields, sports practice space, and micro-fields
    - Play areas (including thematic play, water play, nature play, universal play, challenge elements)

- Activity hubs (such as skate spots, game centers, little free library, etc.)
- Trails (soft and hard surfaced)

Guidance for Renovation Outside the LDO Is Needed

- Parker has a developer driven park system, with many parks still under HOA management. As parks continue to age, the Town should give attention to requirements for asset management, replacement and the refreshing of facilities and amenities. HOA's frequently struggle with long-term repair, facility replacement and refreshing of parks—particularly as neighborhood needs change.
- Replacement with similar elements should be required for some standard amenities and facilities, applying new best practices. For example, in restroom renovation, facilities should require water-conservation fixtures and family (gender neutral) restrooms.
- To respond to emerging trends and changing demographics, HOA's should be encouraged to avoid "like for like replacements." For example, a tot lot with play equipment for ages 2-5 may be replaced with nature play elements and climbing rocks/challenge elements to serve ages 2-5, 5-12, and 13-18 in a neighborhood where youth are aging. These changes create more interesting recreation opportunities, serve broader ages and ensure the recreation opportunities change with changing neighborhood demographics.
- Landscape refreshing should consider newer plant palettes, with guidelines to avoid pollinators near play areas.

Additional Information on Master Plan Policies Compared to LDO Dedication Standards

Section 13.07.140 is intended to be updated based on the recommendations in the 2018 Parks, Recreation and Open Space Master Plan. The Master Plan's implication for LDO Standards are noted in key findings. However, a few points warranted additional documentation.

Park Land Level of Service (LOS)

In Section 2.3, the Master Plan summarizes the existing level of service provided by Parker's parks and open space by type (Table 2, next page). It also recommends a service level.

Table 2: Parker Parks, Recreation and Open Space Master Plan LOS Standards

Park Type	Current LOS (acres/ 1,000 residents)*	Current Service Distance (miles)**	Recommended LOS (acres/1,000 residents)***
Urban/ Mini	0.14	0.25	0.2
Neighborhood (Town and HOA)	2.95	0.5	2.5
Community	0.41	2.0	2.0
Special Use	3.27	4.0	4.0
Subtotal	*6.77*		*8.7*
Multi-use Trails		0.5	
Open Space	20.65	0.5	18.0
Subtotal	*20.65*		*18.0*
Total	**27.42**		**26.7**

Source of Data: Parker 2018 Parks, Recreation and Open Space Master Plan

**Current LOS is based on a 2016 population of 48,422*

***Service distance is the recommended maximum distance that residents should have to travel to get to this type of park.*

****Recommended LOS is customized based on a projected population of 2022 (63,809 people) and NRPA Level of Service Guidelines originally developed in 1996. Since then, NRPA has advocated for the development of more customized standards for agencies.*

Parker's current land dedication standard requires 7.5 acres of parkland per 1,000 residents. This yields the majority of the composite 8.7 acres per 1,000 residents LOS recommended in the Master Plan. It is appropriate for the Town to contribute some of the overall LOS acreage outside of private development, particularly for special use sites for large facilities. As such, the standard of 7.5 acres per thousand as a requirement of development is considered adequate compared to the PROS Master Plan policies.

The PROS Master Plan recommended LOS for open space is 18 acres per 1,000 residents. Parker's land dedication requirement is based on the goal of protecting 20% of the development for open space. While on one hand it makes sense to express these standards in the same format--namely, in acres per 1,000 residents—there may be another approach to consider. Open space provides many benefits, one of which is the connection of people to nearby nature. However, the provision of open space is more typically tied to benefits such as the protection of natural and cultural areas, the provision of wildlife corridors, water quality protection in riparian corridors and wetlands, and ecological functions such as stormwater filtration and purification. That means the open space acquisition is driven by geographic and ecological site selection

requirements—not population standards—as noted in the Open Space, Trails and Greenways Master Plan. The Town should determine if a population-based LOS standard of 18 acres should be combined with stronger site selection/dedication criteria. In making that decision, the Town should run calculations by area to determine how the 18 aces/1,000 residents compares to the current goal of protecting 20% of a development as open space. It is unclear how comparable these metrics are.

It's also interesting that no LOS assumptions or recommendations are made for trail corridors, even though these lands can be counted in special cases as park land.

Park and Open Space Service Distance

In Section 2.3, the Master Plan level also defines a service distance for each park type. The service distance proposed and mapped is "as the crow flies" and represented by circular bubbles around parks (Figure 1). This approach exaggerates the area served by existing parks. It also requires residents to travel farther than the 10-minute walking distance (1/2 mile), which is the industry standard.

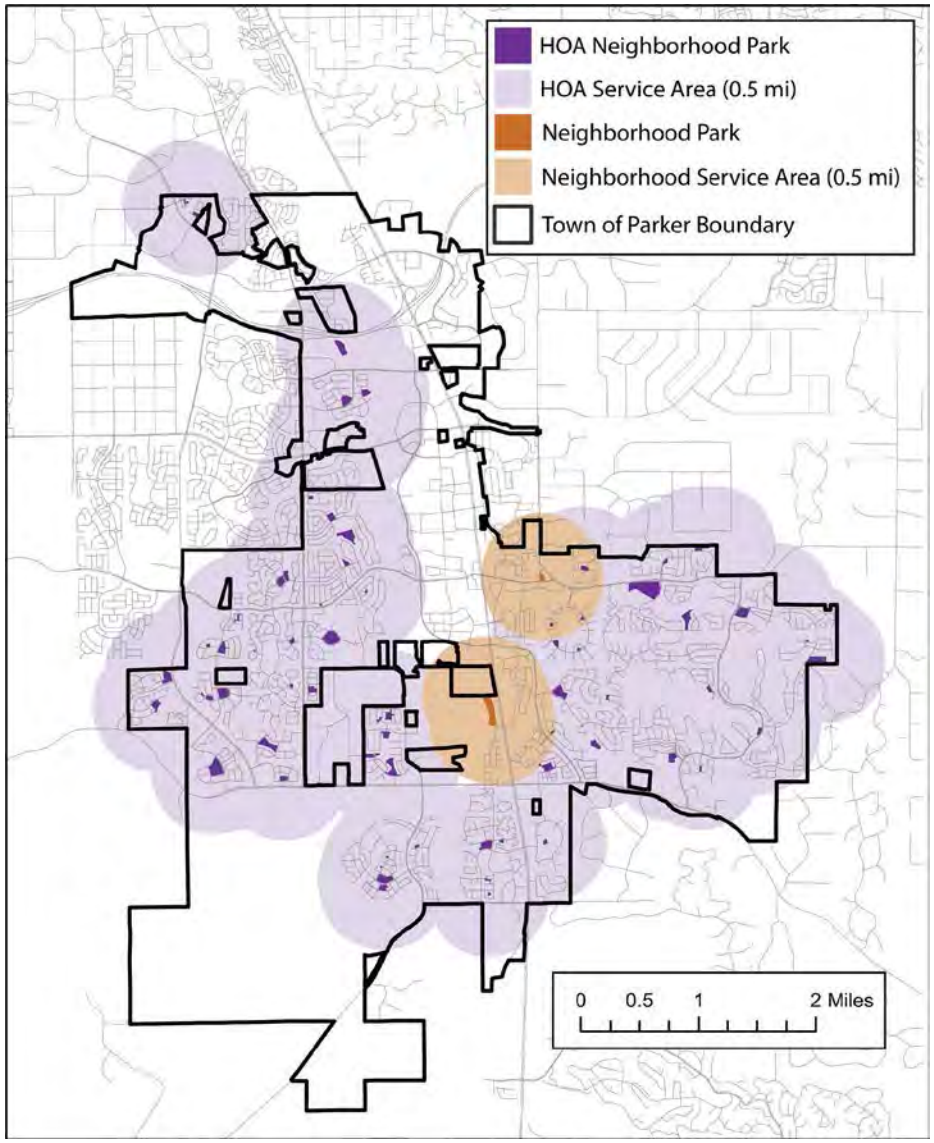

Figure 1: Town of Parker Neighborhood & HOA Park Service Area (PROS Master Plan, p. 54)

ADA Accessibility

The PROS Master Plan places a great deal of emphasis on ADA accessibility. It notes:

> *It's critical to note that private entities, such as HOA-managed parks, are held to different standards of accessibility under ADA regulations. In order for the HOA*

neighborhood parks to be considered as part of the Town's LOS, it is highly recommended that standards be implemented for new construction and alterations of existing HOA-managed parks (through the Town LDO) to meet public accommodation regulations, under title II of the ADA." (Master Plan, p. 63).

The Town may want to evaluate this statement further. It is MIG's understanding that public parks that are managed by private entities still have to meet all ADA requirements. The same requirements as for other Town parks apply, and HOA's will need to ensure that any new ADA requirements are met upon renovation.

Assessment Conclusions

This Assessment of adequacy begins to frame the structure for needed updates to the Parker LDO Parks, Recreation and Open Space Standards. The conclusions of this assessment are reflected in the final section of this report, the Recommendations. Conclusions of the assessment are:

(1) The park acreage dedication requirement of 7.5 acres is adequate in total but needs more specificity by park type

(2) Development fees are similar to peers, but are inadequate to cover the cost of expected park improvements

(3) Open space dedications and development requirements need further discussion, as do potential requirements for public spaces

(4) Codifying expectations and criteria for decision-making can provide better transparency and consistency.

(5) Parker needs more qualitative standards and guidance about site selection, design, development and construction to achieve its quality expectations.

(6) The Town needs to determine how much specificity it wants in future standards, at the risk of losing flexibility for unique situations and context-sensitive solutions.

Recommended Standards and Fees

Introduction

This section of the document summarizes recommendations for updates to the Town of Parker Park Dedication Standards. It proposes new park dedication and development standards and in-lieu fees for residential areas, which are anticipated to be integrated into the Parker LDO modernization project. Requirements for non-residential areas would be addressed separately in LDO Landscape section.

This memo distinguishes requirements for Neighborhood Parks, Community-Serving Parks and Open Space in an easy-to-read matrix by park type. It calculates fees in lieu of park land based on the required elements for Neighborhood Parks and Community-Serving Parks. It defines these park types in comparison to the 2018 PROS Master Plan level of service (LOS) recommendations below.

Parks, Recreation and Open Space Master Plan Compatibility

The adopted 2018 Master Plan recommended LOS standards for park land by type, in terms of acreage per 1,000 residents. These recommendations were used to guide proposed LDO standards. However, the Master Plan distinguishes standards for seven different types of parks, open space and landscaped areas. These are simplified in the LDO standards as noted in Table 3, next page. Note: Table 3 is intended for guidance only to illustrate the compatibility between Master Plan and LDO standards. It should not be adopted as part of Parker's Municipal Code. The term "Community-Serving Parks" (CSP) is used in LDO standards to reference community parks, special use sites, and urban parks/plazas that have a community-wide service area.

Table 3: Comparison of 2018 PROS Master Plan Standards to LDO Requirements for Residential Areas

Master Plan Park Category	Master Plan Recommended LOS (acres/1,000)	LDO Park Category	Recommended Dedication Standard (acres/1,000)	Responsibility for Maintenance, Asset Management and Operations	
				Town	**Private, HOA, or District**
Neighborhood Parks	2.5	Neighborhood Parks	2.5 [2]		✓
Community Parks	2.0	Community-Serving Parks (CSP)	5.0 [2]	✓[3]	✓
Special Use Parks	4.0			✓[3]	✓
Urban Parks/Mini Parks[1]	0.2			✓[3]	✓
Open Space	18.0	Open Space	20%	✓	✓
Multi-Use Trails	-	Open Space; portion of CSP		✓[3]	✓
Landscaped Areas	-	Landscaped Areas	Required in separate section of code for residential and non-residential areas		✓

1 Mini Parks are not allowable per LDO requirements. Urban Parks that function as civic space are allowed under CSP requirements.

2 The dedication standard remains at 7.5 acres per 1,000 residents for park land, with a recommended split as noted in Table 1. See dedication standards for more details. A minimum is set for Neighborhood Parks only.

3 Additional requirements must be met by developers before the Town will agree to assume responsibility for long-term site maintenance.

Note: This table is not intended to be adopted with LDO standards. It is intended to guide Master Plan implementation.

Proposed Park Dedication Standards

Table 4 presents proposed park dedication standards and guidelines in the following categories: land dedication, site selection, site development, and credits. This information will be considered in the update of the Land Development Ordinance (LDO) – Chapter 13 of Parker's Municipal Code.

Table 4: Proposed Standards Matrix for Parks and Open Space in Residential Areas

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
LAND DEDICATION			
Purpose	Provides essential recreation opportunities, play space and small group gathering space to nearby neighbors.	Supports a variety of recreation opportunities and specialized uses for several neighborhoods or the entire community. These sites may support organized sports, large-group gatherings, active and passive uses, and trails, while also providing access to unique landscapes and natural areas.	Preserves and/or protects open space and greenways that may include natural resources, cultural resources, visual resources, community buffers and environmental hazards (floodplain and steep slopes) as defined in the OSTG MP.
Intended Function	• Provides a place to play and access to the outdoors. • Provides green space within neighborhoods. • Provides space for family and small group gatherings. • Contributes to neighborhood identity and character.	• Provides specialized community uses and/or variety of recreation experiences for all age groups and diverse interests. • Provides space for recreation programming. • Provide opportunities for large-group gatherings. • Provides opportunities for small and large-scale social and cultural activities and events. • Supports competitive and drop-in sports.	• Preserves and protects land from development as noted in OSTG MP. • Contributes to community greenspace, aesthetics, identity and character. • May preserve valuable natural and cultural resources and wildlife habitat. • May preserve and protect sensitive resources from access and use.

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
		• Provides for active recreation and fitness opportunities. • Provides passive recreation and places for respite. • May support environmental education and nature interpretation. • Contributes to community identity and character.	• May support trail use compatible with natural resources. • May provide low-impact, nature-based outdoor recreation. • May provide low-impact opportunities for environmental education, nature interpretation and nature experiences.
Land Dedication Standard	**Required: 7.5 acres per 1,000 residents combined.** • NP Standard: 2.5 acres per 1,000 residents minimum. • CSP Standard: No minimum; goal is 5.0 acres per 1,000 residents. Provide as determined through approved Sketch and Preliminary Plan.		Recommended 20% of development.
Type of Parks Included as per PROS Master Plan	Neighborhood Park	Community Park, Special Use Park, Urban Park, Multi-Use Trail	Open Space
Service Area	Surrounding neighborhood	Several neighborhoods or the entire community	Several neighborhoods or the entire community
Service Distance	½ mile maximum	2 mile maximum	See OSTG MP
Preferred Size	1.5 – 5 acres	10-25 acres	See OSTG MP
Minimum Size	1 acre	8 acres	See OSTG MP (Strategies 1.1 and 1.2). Larger sites are preferred and have higher

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
			natural resource and habitat values.
SITE SELECTION			
Selection Criteria	• Minimum 90% of land is developable for park uses • Preferred 50% of land is level and sufficient for active recreation uses • Preferred minimum width 100 feet, shaped & designed to ensure accommodation of required uses. • Not within any easement or utility corridor	• Minimum 75% of land is developable for park uses • Preferred 50% of land is level and sufficient for active recreation uses and sports fields a. Include a balance of both active and passive uses considering topography, drainageways, sensitive habitats or other natural features. b. Active areas will have sufficient land area suitable for sports fields and multi-use fields activities. c. The Town may allow a reduction in level land area if active recreation uses are developed on compatible non-level topography. • Minimum width 300 feet • Not within any easement or utility corridor • Creeks and floodplains considered for up to 25% of dedication requirement	See OSTG MP

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
Location Criteria	Centralized and reasonably multi-modal accessible to neighborhood	Reasonably multi-modal accessible to area intended to serve	See OSTG MP
Co-Location Opportunities (Park may be situated adjacent to these for synergies)	• Elementary or middle school • Open space • Detention ponds	• Elementary, middle or high school • Open space • Detention ponds	Parks of other types
Access/Entry	From local or collector street	From collector or arterial	Determined at Sketch, Preliminary Plan or Site Plan
Street Frontage	Required on one side by local/collector street only; allowable on 2-4 sides	Required on two sides by collector/arterial street; allowable on 2-4 sides	None required
Adjacencies	To extent feasible, private lots should not back on to park	To extent feasible, private lots should not back on to park	N/A
Connections to Trails and Sidewalks for Bike and Pedestrian Access	• Connection to sidewalks for bike and pedestrian access is required. • Local trail access is desired.	• Connection to sidewalks for bike and pedestrian access is required. • Access by local, regional or multi-use trails is required to provide bike and pedestrian access from neighborhoods served and the surrounding community.	Depends on site
Trail Corridor as Park or Open Space	• Neighborhood Parks may be accessible by sidewalks and trail corridors; these corridors do not count toward the neighborhood park dedication requirement. • Neighborhood parks should have internal access paths to	• Accepted up to 25% of CSP dedication requirements as determined in Sketch, Preliminary or Site Plan, at locations deemed appropriate by the Town for recreation and non-motorized transportation - per the OSTG Master Plan.	• Greenways and trail corridors are acceptable as OS as noted in the OSTG Master Plan. • May include local, regional, multi-use, equestrian and nature trails.

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
	facilities per ADA requirements and may have loop trails within the park.	• May include local, regional, multi-use, equestrian and nature trails. • Not considered if land is within any easement or utility corridor that restricts development. • Must be minimum of 25-50 feet wide as determined by Town to accommodate parallel hard- and soft-surfaced trails.	• Not considered if land is within any easement or utility corridor. • Must be minimum of 25-50 feet wide as determined by Town to potentially accommodate parallel hard- and soft-surfaced trails.
Not Allowable as Parks	As noted in current code	As noted in current code	As noted in current code
SITE DEVELOPMENT			
Intended Use	Mix of active and passive as determined in Sketch, Preliminary or Site Plan	Mix of active and passive	Primarily passive
Intended Development Character	Developed	Developed, thematic, natural	Rustic and natural
% of Site to be Developed or Landscaped	Recommended minimum 90% as determined in Sketch, Preliminary Plan or Site Plan	Recommended minimum 75% as determined in Sketch, Preliminary or Site Plan	Maximum 20%
Design Requirements and Facility Specifications	As determined through Sketch, Preliminary Plan or Site Plan	As determined through Sketch, Preliminary Plan or Site Plan	As determined through Sketch, Preliminary Plan or Site Plan
Play Space and Equipment			
Open turf play area	R (minimum 25 feet wide)	R (minimum 25 feet wide)	-
Small-scale playground	R (or other play features)	C	-
Universal & inclusive play elements	R	R	-
Nature play features	C	C	C

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
Water play features	MC	C	-
Thematic play features	C	C	-
Large/destination play area	-	R	-
Zip line	-	C	-
Climbing structure or boulders	C	C	-
Sports and Fitness			
Ball field (diamond, rectangular)	C	R	-
Field and/or sports courts with lighting	-	C	-
Multi-purpose, artificial turf field	-	C	-
Specialty sport field or stadium	-	C	-
Sports complexes (3+ fields)	-	C	-
Sport court (e.g., basketball, pickleball, tennis, volleyball, badminton, shuffleboard, futsal)	R (may substitute another active use feature as determined at Sketch, Preliminary Plan or Site Plan)	R-2 or more courts	-
Tournament -style sports court or multi-court complex	-	C	-
Outdoor fitness equipment	C	C	-
Gathering/Social Spaces			
Small shelter (5-10 users & 2 Tables)	R	C	MC
Medium shelter (10-20 users & 4 Tables)	C	C	-
Large shelter (30-100 users & 6+ tables)	-	R with electrical outlets	-
Pavilion (100 + users)	-	C	-

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
Program space	C	R	C (consistent w/ site character)
Festival/event space	-	C	-
Seating (e.g., benches, chairs,	R	R	MC
Tables (e.g., picnic, ADA accessible, other style)	R	R	MC
Outdoor performance space / stage	MC	C	-
Amphitheater	-	C	-
Outdoor nature classroom	-	C	C
Paths, Trails and Trailheads			
Internal access pathway	R	R	C (if facilities present)
Loop path (with mileage markers)	C	R	C
Hard-surfaced trail (multi-use)	C	C	C
Soft-surfaced trail (jogging/hiking)	MC	C	C
Soft-surfaced trail (equestrian or mountain biking)	-	C	C
Greenway connection or trailhead	C	C	C
Gardens and Landscaping			
Arboreta/decorative garden	C	C	MC
Community garden/raised garden	C	C	MC
Landscaping	R	R	MC (See OSGT MP)
Natural areas/native plantings	C	C	C
Irrigation	R	R	C (in Landscaped Areas)
Outdoor Specialized Facilities			
Activity hubs (outdoor ping pong, foosball, chess/checkers game table, cornhole, skate spot, etc.)	C	C	-

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
Wheel park (skate, bike, etc.)	-	C	-
Dog off-leash area (fenced)	C	C	MC
Climbing spire or wall	-	C	-
Bike park, skills area or pump track	MC	C	-
Disc golf course	MC	C	-
Horseshoe pit	C	C	-
Aquatics and Water Access			
Swimming pool	C (Private only)	C	-
Splash pad	C (Private only)	C	-
Indoor Facilities			
Recreation center or fieldhouse	-	C	-
Environmental education center	-	C	MC
Activity building/clubhouse	C	MC	-
Interpretive / Placemaking Elements			
Interactive, functional, or visual art	C	C	-
Interpretive signage or elements	C	C	C
Site design theme	C	R	-
Support Amenities			
Shade (e.g., shelter, sails, canopy, umbrellas, trellis, pergola)	R	R	MC
Bike rack & fix it stations	C	R	MC
Barbecues single or dual (with ash disposal)	C	C	-
Drinking fountain	C	R	-
Fencing	C	C	C
Restroom permanent (full or vault)	C	R	MC

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
Restroom potable (screened)	MC	C	MC
Signage (identification)*	R	R	MC
Trash receptacles	R	R	MC
Dog waste stations	R	R	MC
On-street parking	C	C	C
Off-street parking	MC (for larger parks)	C	MC
Other Elements			
One added recreation element to be determined through Sketch, Preliminary Plan or Site Plan	R	R	MC
Other amenities and facilities to add recreation variety	MC	MC	MC
CREDITS			
Trail Corridor or Sidewalks	No credits	• No credit for sidewalks. • Credit for local trails, regional trails, multi-use trails, equestrian trails and nature trails for up to 25% of CSP dedication requirements. • See Trail Corridor as Park or Open Space in Land Dedication section.	• No credit for sidewalks. • Credit for local trails, regional trails, multi-use trails, equestrian trails and nature trails towards OS requirements. • See Trail Corridor as Park or Open Space in Land Dedication section.
Shared School Facilities	No credit	No credit	No credit
Specialized Recreation Facilities	No credit	As determined at Sketch, Preliminary Plan or Site Plan	No credit
Off-Site Lands	No credit	As determined at Sketch, Preliminary Plan or Site Plan	As determined at Sketch, Preliminary Plan or Site Plan

	Neighborhood Park (NP)	Community-Serving Park (CSP)	Open Space (OS)
Alternate Provision of Parks and Facilities	As determined at Sketch, Preliminary Plan or Site Plan	As determined at Sketch, Preliminary Plan or Site Plan	As determined at Sketch, Preliminary Plan or Site Plan
Private Park Areas - member only	Up to 50% of NP dedication if relieves burden on other parks and is open to neighborhood residents free of charge	No credit	No credit
Detention Ponds*	No credit	Up to 25% credit if graded, landscaped and improved so usable when dry – not including below the Excess Urban Runoff Volume (EURV water surface area.*	Up to 50% credit if enhanced, graded and landscaped per current code. Design required to look natural.
OTHER			
Responsibility for Maintenance, Repair and Asset Replacement	HOA or Metro District	HOA, Metro District or Town (if additional criteria are met)	As determined at Sketch, Preliminary Plan or Site Plan

R = Required for site C= Compatible (appropriate for site) - = Not Compatible (not suitable and should not be considered)

MC = May be compatible (suitability determined/approved through Sketch, Preliminary Plan or Site Plan)

*Reference Town's *Storm Drainage and Environmental Manual*

Definitions

Many terms used in the code related to parks are not defined in the code. The Town should define terms such as "active recreation", "passive recreation", "specialized recreation facility", and "nature play."

Neighborhood and Community-Serving Park In-lieu Fees

Section 13.07.140 (c) (5) in Parker's Municipal Code shall be amended as "Cash-in-lieu-of-land dedication and development." Formulas and requirements will remain the same. The Park Fee Schedule should be updated to amend calculations for park construction costs.

New development costs per acre are proposed based on general cost allowances to develop all required amenities, facilities and infrastructure in parks as noted in Table 2 above. The purpose is to illustrate typical costs of construction based on an example of elements that meet the minimum requirement. Costs are allowances and may not reflect actual construction costs depending on the types, styles and numbers of amenities and facilities provided. The number and types of amenities will be influenced by park size, topography, character, etc. The percentages for Design, Contingency and Future Construction Increases are consistent with percentages currently applied in Parker's Park Fee Schedule.

The tables do not reflect the exact amenities, facilities or elements that may be developed in actual parks. Additional elements may be added or substituted as determined through the approved Sketch, Preliminary Plan or Site Plan.

Tables 5 (next page) and 6 identify the following development costs[1]:

Neighborhood Park Development	673,000 per acre
Community-Serving Park Development	912,000 per acre
Average Cost per Acre for Development	***$792,500 per acre***
Current Park Construction Costs	***$255,400 per acre***

[1] All cost assumptions in tables 5 and 6 should be vetted by Town staff. Given minimum park sizes, the Town should have a landscape architect confirm that these required elements will fit into a park of the minimum sizes noted.

Table 5: Minimum Development and Cost Assumptions for 1.5 acre (preferred size) Neighborhood Park (NP)

Neighborhood Park Required Elements	Allowance	Notes
Site Infrastructure and Irrigation	$ 202,200	Parker 2017 General Park Construction Estimate
Site Amenities/Furnishings/Signage	$ 35,000	Benches, trash receptacles, park rule sign, entry sign, bike racks, dog waste station
Children's Play Area (Small)	$ 150,000	Small-scale playground (ages 2-5 and 5-12) or other play features; universal or inclusive play elements; non-synthetic surfacing
Open Turf Play Area	$ 25,000	Graded, planted grass area
Sports Court	$ 100,000	Single court or other active use feature
Small Shelter	$ 120,000	5-10 users, shelter, concrete pad
Seating and Tables	$ 25,000	
Access paths	$ 25,000	
Shade	$ 50,000	Sails, umbrellas, canopies, etc.
Additional recreation element	$ 75,000	Additional element TBD
Site Development Subtotal	$ 807,200	
Design	$ 80,720	10 % of total development cost
Contingency	$ 80,720	10% of total development cost
Future Construction Increases	$ 40,360	5% of total development cost
TOTAL	**$ 1,009,000**	
NEIGHBORHOOD PARK	**COST PER ACRE**	
Site Acquisition	**market**	
Site Development	**673,000**	

Note: The cost per 1.0 acre (minimum NP size) is based on providing the following required elements in a 1.5-acre park. Costs are allowances and may not reflect actual construction costs depending on the types, styles and numbers of amenities and facilities provided. The number and types of amenities will be influenced by park size, topography, character, etc.

Table 6: Development and Cost Assumptions for 10-25 acres (preferred size) Community-Serving Park (CSP)

CSP Required Elements	Allowance	Notes
Site Infrastructure and Irrigation	$ 2,022,000	Parker 2017 General Park Construction Estimate
Site Amenities/ Furnishings/Signage	$ 100,000	Benches, trash receptacles, park signage, bike racks, dog waste station
Restroom(s) Permanent	$ 850,000	Multi-unit single occupancy restroom, plumbing chase and storage
Large or Destination Play Area	$ 750,000	Large play area with universal and inclusive elements
Open Turf Play Area	$ 100,000	Graded, planted grass area
Ball field (diamond/rectangular)	$ 650,000	Lighted, sand base turf field including drainage and irrigation; amenities such as backstop, dugout, bleachers, goal posts, etc.
Sports Court	$ 250,000	Paired courts, lighted
Large Shelter	$ 650,000	30-100 users, shelter, concrete pad, electrical outlets, food prep area with sink, security lighting
Seating and Tables	$ 100,000	Allowance
Shade	$ 150,000	Sails, umbrellas, canopies, etc.
Access Paths	$ 150,000	Allowance
Loop Path	$ 300,000	Allowance
Program Space	$ 500,000	Allowance for hardscape/softscape for organized programs and events
Additional Recreation Element	$ 150,000	Additional element TBD
Natural Area	$ 70,000	Restoration costs @ $35,000 per acre for 2 acres
Site Design Theme	$ 500,000	Allowance park character
Site Development Subtotal	$ 7,292,000	
Design	$ 729,200	10 % of total development cost
Contingency	$ 729,200	10% of total development cost
Future Construction Increases	$ 364,600	5% of total development cost
TOTAL	**$ 9,115,000**	
COMMUNITY SERVING PARK	**COST PER ACRE**	
Site Acquisition	**market**	
Site Development	**912,000**	

Note: The cost per 1.0 acre is based on providing the following required elements in a 10-acre park. Minimum CSP acreage is 8 acres. Costs are allowances and may not reflect actual construction costs depending on the types, styles and numbers of amenities and facilities provided. The number and types of amenities and facilities will be influenced by park size, topography, character, etc.

Notes on Design and Development Guidelines

Many communities that provide quality parks have, in addition to the codified standards, a manual of design and development guidelines for parks. Because codification is by nature rigorous, and the Town desires to keep some flexibility, in order for the Town of Parker is to achieve all the aspirations related to parks quality that staff expressed in the course of this project, the Town will need to consider developing such a manual. Such a manual would supplement and illustrate code (Land Development Ordinance - LDO) language and help park developers better understand and envision a range of options for meeting the code. Because the manual would sit outside the code, it can provide strong guidance while still allowing for significant flexibility. It can also be more readily updated without a full code text amendment process, allowing staff to update and revise the guidelines as community recreation needs, trends, and costs shift over time. While design and development guidelines fall outside of the scope of this project, MIG has provided staff with several examples of similar products adopted in other communities.

Examples of guidance that typically stands outside the code include:

- Local, regional & multi-use trail definitions and their widths
- Examples of universal/inclusive & natural play features
- Lists of sample 'Additional Recreational Elements' by park type for developers for to pick from

Next Steps

The recommendations of this report will be shared with public officials in the Town of Parker for direction on which recommendations to incorporate into the current LDO Modernization project. From there, recommendations will be integrated as the draft LDO is developed, and further vetted and/or refined through the review and adoption process for the LDO Modernization project.

Planning Commission Staff Report

Planning Commission Date:	**11/14/2019**
Town Council Date:	**12/2/2019**
Hearing Type:	**DRAFT RESOLUTION NO. 19-097 - A Resolution supporting the Recommendations Concerning the Park Dedication Standards Contained in the June 2019 Park Dedication Standards Update Recommendations Report Prepared by MIG, Inc.**
Location:	**Townwide**
Project Planner:	**Mary Munekata, Senior Planner, Stacey Nerger, Associate Planner, Dennis Trapp, Project Administrator, Parks and Recreation**
Applicant:	**Town of Parker**

Executive Summary: The current park dedication standards in the *Land Development Ordinance* (LDO) for new residential development were established in 2001 and updated in 2005. In the planning and development review of new residential parks, Community Development and Parks & Recreation staff have identified issues with inconsistent park quality outcomes and determined the need for updating the parks standards in order for Parker to continue providing the best possible park facilities for Town residents and to remain relevant and current with industry best practices for parks planning. The *Park Dedication Standards Update Recommendations Report* prepared by MIG, Inc. is the result of a commissioned study to analyze the current park standards and provide recommendations for updating these standards.

Staff Recommendation: **Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the proposed Resolution No. 19-097."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend that Town Council deny the proposed Resolution No. 19-097."

"I move the Planning Commission vote to continue the recommendation for the proposed Resolution No. 19-097."

I. BACKGROUND/DISCUSSION

The parks standards in *Section 13.07.140 – Dedications for Parks, Trails, Open Space and Schools* of the *Land Development Ordinance* (LDO) governs the amount of parkland required to be developed in conjunction with new residential subdivisions and general development requirements for these parklands. Currently, the Town is working on updating and modernizing the LDO, and as a part of this process, is also updating the park dedication standards. The current parks dedication standards were established in 2001 and updated in 2005. The new standards will better align with the community's vision and values in the 2018 *Parks, Recreation, and Open Space Master Plan* (Parks Master Plan), community park needs, and current best practices.

These standards support the Town's goals for parks and open space and therefore need to remain relevant and current. The Community Development and Parks & Recreation Departments collaborated with the assistance and guidance of MIG, Inc. (the consultant) as a parks expert to provide an early analysis and recommendations for the Town to update the parks dedication standards.

Staff received requested direction from Council at their September 23, 2019 Study Session to:

1. Proceed with moving forward with this project and prepare updated parks standards; and
2. Prepare a resolution supporting the recommendations in the consultant's final report

Study Need & Desired Outcomes

Community Development and Parks & Recreation staff coordinate the planning and review of new residential parks to be built and dedicated as a part of the development review process. The amount of major parks and open space dedication is often negotiated at the time of annexation, and the planning of smaller neighborhood park space and amenities for all parks are negotiated at time of sketch/preliminary plans, or site plan in the case of multifamily. In this planning and review process, Town staff has identified issues over the years with inconsistent park quality outcomes.

While the current standards provide for an adequate quantity of parkland dedication, the current parks standards lack essential standards and guidance for:

- Park design;
- Improvements and amenities; and
- Overall park quality

Desired project outcomes included:

- Address quality of parks – not just quantity;
- Achieve more consistent park outcomes;
- Streamline development review & negotiations with developers;
- Continue to encourage delivery of built parks vs. cash-in-lieu;
- Incorporate best practices; and
- Retain flexibility for creative solutions

The recommendations from this report will inform the future update of these parks standards during the LDO Modernization project.

Parks Dedication Standards Update - Recommendations Report

The Parks Dedication Standards Update – Recommendations Report consists of four (4) sections, with highlights of the report discussed in this staff report.

Section 1: Existing Conditions Assessment
Section 2: Comparison to Peer Communities
Section 3: Dedication Standards Adequacy & Parks Master Plan Alignment
Section 4: Recommended Standards & Fees

Study Approach & Key Findings

The consultant's process included an assessment of existing conditions. The consultant toured Town-built parks and developer-built parks with staff, as well as reviewing several Town documents related to park development, goals, criteria and standards. The consultant also reviewed the parks standards of peer communities and analyzed the consistency/alignment of the Town's current standards with the Parks Master Plan.

Many residential subdivisions have yielded some strong, creative parks. However, key findings include the following:

- Park outcomes have been inconsistent;
- Some park needs are being unmet such as abundant smaller parks, but few 10+ acre parks;
- Inconsistent park amenities and improvements; and
- Opportunities for:
    - Consolidation of parks standards vs. consulting several documents
    - Consistency and alignment with the Parks Master Plan
    - Differentiation of standards by park type
    - Clearer development requirements & fees
    - Clarity of standards and expectations vs. guidelines

Study Recommendations

Specific recommendations of the report include:

1. LDO Parks standards need to be consistent and align with the Parks Master Plan vision and goals
2. Require park elements differentiated by park type

3. Revised parks standards should:
    - Provide clear expectations for quality parks
    - Provide a stronger baseline for negotiations
    - Allow for flexibility and creativity
4. Have an updated development cost per acre for the cash-in-lieu option
5. Development of a Parks Design Manual to assist developers with supplemental information including options and graphical illustrations.

Recommendation Report – Implementation of Recommendations

Final approval of this proposed resolution of support by Town Council will allow Town staff to immediately utilize the report recommendations as framework for planning and development review and allow staff to provide developers with clear direction on the design of parks in our community until such time as new parks standards are codified with the Land Development Ordinance project.

II. CONCLUSION

The Parks Dedication Standards Update – Recommendations Report provides the needed framework and guidance for the Town to develop new parks standards with the Land Development Ordinance Modernization project. With the proposed resolution of support, Town staff will be able to better guide discussions with developers regarding park development.

Staff recommends the Planning Commission recommend Town Council approve proposed Resolution 19-097.

III. ATTACHMENTS

1. Draft Resolution 19-097

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-107**
A Resolution to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance of Lot 31A-2 Block 1, Twenty Mile Village Filing No. 2, 12th Amendment, With Certain Requirements of Section 13.06.050(d) of the Parker Land Development Ordinance and the Site Plan for the Grove (SP17-099), Which Compliance Shall Occur Prior to the Town's Acceptance of Any Application for Site Plan Amendment, Replat or Development Permit and/or Approval of Any Pending Application for Site Plan Amendment, Replat or Development Permit for Lot 31A-1, Block 1, Twenty Mile Village Filing No. 2, 12th Amendment, and to Defer Enforcement of Section 13.03.040(a) of the Parker Land Development Ordinance as Provided Herein

Department: **Community Development, John Fussa**
Community Development, Paul Workman

EXECUTIVE SUMMARY

On June 1, 2018, the Town approved a Site Plan (SP17-099) for the construction of a hotel for the property known at that time as Lot 31A, Block 1, Twenty Mile Village Filing No. 2, 11th Amendment. The approved Site Plan provides off-street parking spaces as required by the Parker Land Development Ordinance (the "Code"). On July 6, 2018, the Town approved a replat of the Site Plan property titled "Twenty Mile Village Filing No. 2, 12th Amendment", which divided the approved Site Plan property into the "Hotel Lot (Lot 31A-2, Block 1)" and the "Remainder Lot (Lot 31A-1, Block 1)".

The hotel and associated commercial uses generate the need for 81 off-street parking spaces to comply with the Code. Of the 81 off-street parking spaces required, 64 off-street parking spaces are located on the Hotel Lot and the remaining 17 required off-street parking spaces would be located on the Remainder Lot. The parking spaces on the Hotel Lot have been constructed as per the approved Site Plan; however, the spaces on the Remainder Lot have not been constructed.

The opening of the Hotel Lot without the required 17 off-street parking spaces will constitute a violation of the approved Site Plan and Section 13.06.050(d) of the Code. Under Section 13.01.100 of the Code, the Town Council may authorize waivers from the provisions of the Code "if it is determined to be in the public interest and does not impair the intent and purposes of this Title."

The proposed resolution would temporarily defer the construction of the 17 required off-street parking spaces on the Remainder Lot. The Town will not accept new applications or approve pending applications for site plans, replats or any development permits on the Remainder Lot that do not provide for the construction and use of the required 17 off-street parking spaces to serve the hotel and associated uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On June 1, 2018, the Town approved the site plan for "The Grove (SP17-099)" (the "Site Plan"), for the real property described as Lot 31A, Block 1, Twenty Mile Village Filing No. 2, 11th Amendment (the "Property"). As of June 1, 2019, the Property was owned by Parker Mainstreet Partners, LLC (the "Grove"). The Site Plan provides off-street parking spaces as provided by Section 13.06.050(d) of the Parker Land Development Ordinance (the "Code"). On July 6, 2018, the Town approved a replat of the Property, Twenty Mile Village Filing No. 2, 12th Amendment, which divided the Property into the "Hotel Lot" and the "Remainder Lot".

On July 26, 2018, Mainstreet Pier LLC ("May") purchased the Hotel Lot and Grove retained ownership of the Remainder Lot. On August 3, 2018, the Town issued a building permit (COM17-0300) for the construction of a hotel and associated commercial uses on the Hotel Lot (the "Structure"). The Town is currently inspecting the Structure for the purpose of determining if the Structure meets the Town's requirements for a temporary certificate of occupancy, based on a planned opening of the Structure on December 19, 2019.

The hotel and associated commercial uses generate the need for 81 off-street parking spaces to comply with the Code. Of the 81 off-street parking spaces required, 64 off-street parking spaces are located on the Hotel Lot and the remaining 17 required off-street parking spaces would be located on the Remainder Lot. The parking spaces on the Hotel Lot have been constructed as per the approved Site Plan; however, the spaces on the Remainder Lot have not been constructed.

The Town is advised that there is a dispute between Grove and May concerning the provision of the 17 spaces that have not been constructed on the Remainder Lot and will not be available when the Structure proposes to open for business (the "disputed 17 spaces"). The opening of the Structure without the disputed 17 spaces will constitute a violation of the Site Plan and Section 13.06.050(d) of the Code. Under Section 13.03.040(a) of the Code, "no land in the Town shall be used, or any building or structure erected, constructed, enlarged, altered, maintained, moved or used in violation of this Title or amendments thereto."

Under Section 13.01.100 of the Code, the Town Council may authorize waivers from the provisions of the Code "if it is determined to be in the public interest and does not impair the intent and purposes of this Title." The opening of the Structure with a hotel and associated commercial uses will provide significant economic enhancement and activity to the west side of Mainstreet, that will generate employment and tax revenue and temporarily deferring the construction of the 17 disputed spaces on the Remainder Lot will not impair the intent and purposes of the Code, provided that the conditions described in this Resolution are enforced by the Town.

The conditions for deferring the provision of the 17 disputed spaces and the Town's enforcement of the Code against Grove and May are as follows:

(1) The Town will not accept any application for any site plan amendment, replat or development permit for any use on the Remainder Lot, until the 17 disputed spaces are constructed on the Remainder Lot and are available for the benefit of the Structure as provided by the Site Plan;

(2) The Town will not approve any pending application for any site plan amendment, replat or development permit for any use on the Remainder Lot, until the 17 disputed spaces are constructed on the Remainder Lot and are available for the benefit of the Structure as provided by the Site Plan; and

(3) Notwithstanding the forgoing, the Town may accept and approve applications and issue development permits that provide as a minimum for the construction of the 17 disputed spaces on the Remainder Lot for the benefit of the Structure as provided by the Code.

FINANCIAL IMPACT

Not Applicable

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 19-107

RECOMMENDED MOTION

I move to approve Resolution No. 19-107.

RESOLUTION NO. 19-107, Series of 2019

TITLE: A RESOLUTION TO ALLOW, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, A PARTIAL WAIVER TO DEFER COMPLIANCE OF LOT 31A-2 BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 12TH AMENDMENT, WITH CERTAIN REQUIREMENTS OF SECTION 13.06.050(d) OF THE PARKER LAND DEVELOPMENT ORDINANCE AND THE APPROVED SITE PLAN FOR THE GROVE (SP17-099), WHICH COMPLIANCE SHALL OCCUR PRIOR TO THE TOWN'S ACCEPTANCE OF ANY APPLICATION FOR SITE PLAN AMENDMENT, REPLAT OR DEVELOPMENT PERMIT AND/OR APPROVAL OF ANY PENDING APPLICATION FOR SITE PLAN AMENDMENT, REPLAT OR DEVELOPMENT PERMIT FOR LOT 31A-1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 12TH AMENDMENT, AND TO DEFER ENFORCEMENT OF SECTION 13.03.040(a) OF THE PARKER LAND DEVELOPMENT ORDINANCE AS PROVIDED HEREIN

WHEREAS, on June 1, 2018, the Town approved the site plan for "The Grove (SP17-099)" (the "Site Plan"), for the real property described as Lot 31A, Block 1, Twenty Mile Village Filing No. 2, 11th Amendment, Town of Parker, Colorado, (the "Property"), which Site Plan is attached as **Exhibit A** and incorporated by this reference;

WHEREAS, as of June 1, 2018, the Property was owned by Parker Mainstreet Partners, LLC (the "Partners");

WHEREAS, the Site Plan provides off-street parking spaces for the Property as required by Section 13.06.050(d) of the Parker Land Development Ordinance (the "Code");

WHEREAS, on July 6, 2018, the Town approved a replat of the Property, which divided the Property into Lot 31A-1, Block 1, Twenty Mile Village Filing No. 2, 12th Amendment (the "Remainder Lot") and Lot 31A-2, Block 1, Twenty Mile Village Filing No. 2, 12th Amendment (the "Hotel Lot"), a copy of which is attached as **Exhibit B** and incorporated by this reference;

WHEREAS, on July 26, 2018, Mainstreet Pier, LLC purchased the Hotel Lot ("Mainstreet Pier") and the Partners retained ownership of the Remainder Lot;

WHEREAS, on August 3, 2018, the Town issued a building permit (COM17-0300) for the construction of a hotel and associated commercial uses on the Hotel Lot (the "Structure");

WHEREAS, the Town is currently inspecting the Structure for the purpose of determining if the Structure meets the Town's requirements for a temporary certificate of occupancy, based on a planned opening of the Structure on December 19, 2019;

WHEREAS, the hotel and associated commercial uses of the Structure generate the need for 81 off-street parking spaces to comply with the Code, of which 64 parking spaces are located on the Hotel Lot and the remaining 17 parking spaces are located on the Remainder Lot (the "17 spaces") as provided by the Site Plan;

WHEREAS, the Town is advised that there is a dispute between the Partners and Mainstreet Pier concerning the provision of the 17 spaces that have not been constructed on the Remainder Lot and will not be available when the Structure proposes to open for business (the "disputed 17 spaces");

WHEREAS, the opening of the Structure without the disputed 17 spaces will constitute a violation of the Site Plan and Section 13.06.050(d) of the Code;

WHEREAS, under Section 13.03.040(a) of the Code, "[n]o land in the Town shall be used, or any building or structure erected, constructed, enlarged, altered, maintained, moved or used in violation of this Title or amendments thereto;"

WHEREAS, under Section 13.01.100 of the Code, the Town Council may authorize waivers from the provisions of the Code "if it is determined to be in the public interest and does not impair the intent and purposes of this Title;"

WHEREAS, the opening of the Structure with a hotel and associated commercial uses will provide significant economic enhancement and activity to the west side of Mainstreet, that will generate employment and tax revenue;

WHEREAS, temporarily deferring the construction of the 17 disputed spaces on the Remainder Lot will not impair the intent and purposes of the Code, provided that the conditions described in this Resolution are enforced by the Town;

WHEREAS, the conditions for deferring the provision of the 17 disputed spaces and the Town's enforcement of the Code against the Partners and Mainstreet Pier are as follows (the "Conditions"):

(1) The Town will not accept any application for any site plan amendment, replat or development permit for any use on the Remainder Lot, until the 17 disputed spaces are constructed on the Remainder Lot and are available for the benefit of the Structure as provided by the Site Plan;

(2) The Town will not approve any pending application for any site plan amendment, replat or development permit for any use on the Remainder Lot, until the 17 disputed spaces are constructed on the Remainder Lot and are available for the benefit of the Structure as provided by the Site Plan; and

(3) Notwithstanding the forgoing, the Town may accept and approve applications and issue development permits for the construction of the 17 disputed spaces on the Remainder Lot for the benefit of the Structure as provided by the Code; and

WHEREAS, the Conditions for this partial waiver are the Town Council's justification for approving this Resolution and deferring the enforcement of the Code against the Partners and Mainstreet Pier.

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 determines that the partial waiver described herein does not waive compliance, but rather defers compliance with the Site Plan and Section 13.06.050(b) of the Code and defers enforcement of Section 13.03.040(a) of the Code to the extent provided herein, until such time as the Conditions are satisfied as provided herein.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent and purpose of the Code.

Section 3. The Town Council hereby defers compliance with the Site Plan and Section 13.06.050(b) of the Code concerning the 17 disputed spaces and further defers enforcement of Section 13.03.040(a) of the Code to the extent provided herein, until such time as the Conditions are satisfied as provided herein.

Section 4. The Recitals of this Resolution are incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN

AGENCY/UTILITY CONTACTS

TOWN OF PARKER
COMMUNITY DEVELOPMENT DEPT.
20120 EAST MAINSTREET
PARKER CO. 80138
(303) 805-3327
CONTACT: PAUL WORKMAN

PARKER WATER AND SANITATION DISTRICT
ENGINEERING DEPARTMENT
18100 E. WOODMAN DR.
PARKER , CO 80134
(720) 842-4265
CONTACT: DRAYTON SANDERSON

SOUTH METRO FIRE DISTRICT AUTHORITY
9195 MINERAL AVENUE
CENTENNIAL, CO 80223
(303) 805-3169
CONTACT: RANDY CAPRA

XCEL ENERGY
1123 WEST 3RD AVENUE
DENVER, CO 80223
(800) 628-2121
CONTACT: -

CHERRY CREEK BASIN AUTHORITY
83900 EAST CRESCENT PARKWAY,
SUITE 156-B
GREENWOOD VILLAGE, CO 80111
(303) 779-4525
CONTACT: -

I.R.E.A. (ELECTRICAL)
P.O. BOX A
SEDALIA, CO 80135-0220
(303) 688-3100

CENTURY LINK (TELEPHONE)
200 E. MINERAL STREET
LITTLETON, CO 80120
(303) 707-5184

COMCAST (CABLE)
6850 SOUTH TUCSON
ENGLEWOOD, CO 80112-3923

PROJECT TEAM

OWNER
PARKER MAINSTREET PARTNERS, LLC
ATTN: MITCH TREVEY
875 POPLAR AVE, STE 23, #339
COLLIERVILLE, TN 38017
PHONE: (303) 841-1400

DEVELOPER
MAIN STREET PIER, LLC
ATTN: RICK HILL
19284 COTTONWOOD DRIVE, SUITE 203
PARKER, COLORADO 80138
PHONE: (720) 851-2881

ARCHITECT
ASSOCIATED ARCHITECTS, LTD.
ATTN: WILL ROGERS
P.O. BOX 33034
DENVER, CO 80233
PHONE: (303) 691-5018

M.E.P. ENGINEER
LEFFINGWELL CONSULTING ENGINEERS, INC.
ATTN: GARY LEFFINGWELL
1315 NORTH EL PASO STREET
COLORADO SPRINGS, CO 80903
PHONE: (719) 473-5998

CIVIL ENGINEER
ENGINEERING SERVICE COMPANY
ATTN: JOEL D. TOMPKINS
14190 EAST EVANS AVENUE
AURORA, COLORADO 80014
PHONE: (303) 337-1393

SURVEYOR
ENGINEERING SERVICE COMPANY
ATTN: CHIP BECKSTROM
14190 EAST EVANS AVENUE
AURORA, COLORADO 80014
PHONE: (303) 337-1393

LANDSCAPE ARCHITECT
MACK LAND, LLC
ATTN: KATE VOLZ
1870 DENVER WEST DRIVE
GOLDEN, CO 80401
PHONE: (303) 669-8922

VICINITY MAP
SCALE: 1"=2000'

SHEET INDEX

1 OF 17 (C100)	COVER SHEET
2 OF 17 (C201)	OVERALL SITE PLAN
3 OF 17 (C202)	HORIZONTAL CONTROL PLAN
4 OF 17 (C270)	FIRE ACCESS PLAN
5 OF 17 (C301)	GRADING PLAN
6 OF 17 (C302)	GRADING PLAN
7 OF 17 (C350)	SITE & GRADING DETAILS
8 OF 17 (C502)	OVERALL UTILITY PLAN
9 OF 17 (C503)	OVERALL UTILITY PLAN
10 OF 17 (L101)	LANDSCAPE PLAN
11 OF 17 (L102)	LANDSCAPE NOTES AND DETAILS
12 OF 17 (L103)	LANDSCAPE NOTES AND DETAILS
13 OF 17 (A3.1)	BUILDING ELEVATIONS
14 OF 17 (A3.2)	BUILDING ELEVATIONS
15 OF 17 (P101)	PHOTOMETRIC PLAN
16 OF 17 (P150)	PHOTOMETRIC DETAILS
17 OF 17 (P151)	PHOTOMETRIC DETAILS

SITE DATA

CATEGORY	REQUIRED	PROVIDED
ZONING	GREATER DOWNTOWN DISTRICT WITHIN TWENTY MILE CENTER	GREATER DOWNTOWN DISTRICT WITHIN TWENTY MILE CENTER
USE		LODGING ESTABLISHMENT/ RESTAURANT/RETAIL
SITE AREA		190,424 SF
MAX. GROSS FLOOR AREA		55,431 SF (29.1%)
LANDSCAPE AREA	28,563 (15%)	39,813 (21%)
PARKING LOT LANDSCAPING	10.0%	10.0%
SITE PARKING SPACES		
• LODGING (1/ROOM)	51	51
• SHOPPING CENTER (1/300 SF; 9075 SF)	30	125
TOTAL	81	176 [+ 116%]
HANDICAP PARKING	6	7 [INCLUDED IN TOTAL, ABOVE]
BIKE SPACES (2/10000 SF, 55431 SF)	12	22
BUILDING HEIGHT	4 STORIES OR 60 FEET	4 STORIES, 58'-8.5"

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE LATEST EDITION OF THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AND THE TOWN OF PARKER STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE TOWN OF PARKER PUBLIC WORKS DEPARTMENT. THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.
3. A PRECONSTRUCTION MEETING SHALL BE SCHEDULED A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO THE START OF CONSTRUCTION. A PRECONSTRUCTION MEETING WILL NOT BE SCHEDULED UNTIL THE GRADING PERMIT AND ALL OTHER NECESSARY PERMITS HAVE BEEN OBTAINED.
4. A DEVELOPMENT REVIEW ENGINEER SHALL BE CONTACTED A MINIMUM OF 24 HOURS PRIOR TO A NECESSARY INSPECTION. IF A DEVELOPMENT REVIEW ENGINEER IS NOT AVAILABLE AFTER PROPER NOTICE OF CONSTRUCTION ACTIVITY HAS BEEN PROVIDED, THE PERMITTEE MAY COMMENCE WORK IN THE DEVELOPMENT REVIEW ENGINEER'S ABSENCE, HOWEVER, TOWN OF PARKER RESERVES THE RIGHT TO REJECT THE IMPROVEMENT IF SUBSEQUENT TESTING REVEALS AN IMPROPER INSTALLATION.
5. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION. FOR INFORMATION CONTACT: DENVER INTER-UTILITY GROUP, 303-534-6700 OR 1-800-922-1987. THE CONTRACTOR SHALL FIELD VERIFY SIZE AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION, AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS, APPROVED BY THE TOWN OF PARKER PUBLIC WORKS DIRECTOR, AND ONE (1) COPY OF THE ROADWAY DESIGN AND CONSTRUCTION CRITERIA AT THE JOB SITE AT ALL TIMES.
7. ALL PROPOSED STREET CUTS TO EXISTING PAVEMENTS FOR UTILITIES, STORM SEWER OR FOR OTHER PURPOSES ARE LISTED AND REFERENCED BELOW: NO PUBLIC RIGHTS-OF-WAY TO BE CUT FOR UTILITY CONNECTIONS.
8. A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED TO THE TOWN OF PARKER FOR ACCEPTANCE WITH THE RIGHT-OF-WAY PERMIT USE APPLICATION. A PERMIT WILL NOT BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR USE DURING CONSTRUCTION.
9. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION."
10. COMPACTION OF ALL TRENCHES MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE DEVELOPMENT REVIEW ENGINEER IN PRELIMINARY FORM PRIOR TO PAVING AND IN FINAL FORM PRIOR TO PROBATIONARY ACCEPTANCE.
11. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE PLAN MAY BE MODIFIED AS FIELD CONDITIONS WARRANT WITH APPROVAL FROM THE TOWN OF PARKER PUBLIC WORKS DEPARTMENT.
12. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE TOWN OF PARKER PUBLIC WORKS DEPARTMENT FOR APPROVAL PRIOR TO CONSTRUCTION.
13. PLANS ARE APPROVED FOR PERIOD OF 1 (ONE) YEAR FROM THE DATE SHOWN ON THE TOWN OF PARKER SIGNATURE BLOCK. PLANS SHALL BE RESUBMITTED TO THE TOWN FOR APPROVAL AFTER 1 YEAR. THE COST OF THE PLAN RE-REVIEW AND RE-ACCEPTANCE WILL BE CHARGED BACK TO THE DEVELOPER INCLUDING ALL TIME AND EXPENSES OF THE TOWN OF PARKER PUBLIC WORKS DEPARTMENT.
14. REPAIR OF ANY DAMAGE TO EXISTING IMPROVEMENTS OR LANDSCAPING IS THE RESPONSIBILITY OF THE CONTRACTOR.
15. ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.
16. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." FOR INFORMATION, PLEASE CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, 4300 CHERRY DRIVE SOUTH, DENVER, COLORADO 80222-1530. ATTENTION: PERMITS AND ENFORCEMENT SECTION, PHONE (303) 692-3500.
17. IF DEWATERING IS REQUIRED, A STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT IS REQUIRED FOR DISCHARGES TO A STORM SEWER, CHANNEL, IRRIGATION DITCH, ANY STREET THAT IS TRIBUTARY TO THE AFOREMENTIONED FACILITIES, OR ANY WATER OF THE UNITED STATES.
18. ALL REFERENCES TO BOOKS, PAGES, MAPS, AND RECEPTION NUMBER ARE PUBLIC DOCUMENTS ON FILE WITH THE COUNTY CLERK AND RECORDER'S OFFICE.

ENGINEER'S STATEMENT

I HEREBY AFFIRM THESE FINAL CONSTRUCTION PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH ALL APPLICABLE TOWN OF PARKER AND STATE OF COLORADO STANDARDS AND STATUTES, RESPECTIVELY, AND THAT I AM FULLY RESPONSIBLE FOR ALL DESIGN AND REVISIONS RELATIVE TO SAID PLANS.

JOEL TOMPKINS, P.E. 32415
ON BEHALF OF ENGINEERING SERVICE COMPANY

TOWN SIGNATURE BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEER CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON-SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED, AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES TO BE LOCATED AND MARKED.SHOWN ON T.HE PLANS SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTENCE, LOCATION, AND AND DEPTH OF ALL EXISTING UTILITIES. ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

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LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE BLOCK 1 BEARING S81°08'45"E AS REFERENCED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT.

BENCHMARK

ELEVATIONS ARE BASED ON THE COUNTY OF DOUGLAS MONUMENT 1085030 - DC LOGO CAP. LATITUDE: 39°30'59.91344"NORTH; LONGITUDE: 104°45'34.78452"WEST; ELEVATION: 5837.27 FET (NAVD 1988 DATUM).

No.	Description:	Date:
	INITIAL SUBMITTAL	10/15/16
	MUNICIPAL APPROVAL	

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
CIVIL ENGINEERS LAND SURVEYORS
14190 East Evans Avenue
Aurora, Colorado 80014
engineeringesc@esco.com
P 303.337.1393
F 303.337.1461
TF 1.877.272.0609

SITE PLAN
COVER SHEET
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: CMA	Date: 05/15/2018
Drawn By: SLH	Engr. No.: E-009-17
Checked By: JDT	Project No.: T195.2
Field Book No.:	Scale: N/A

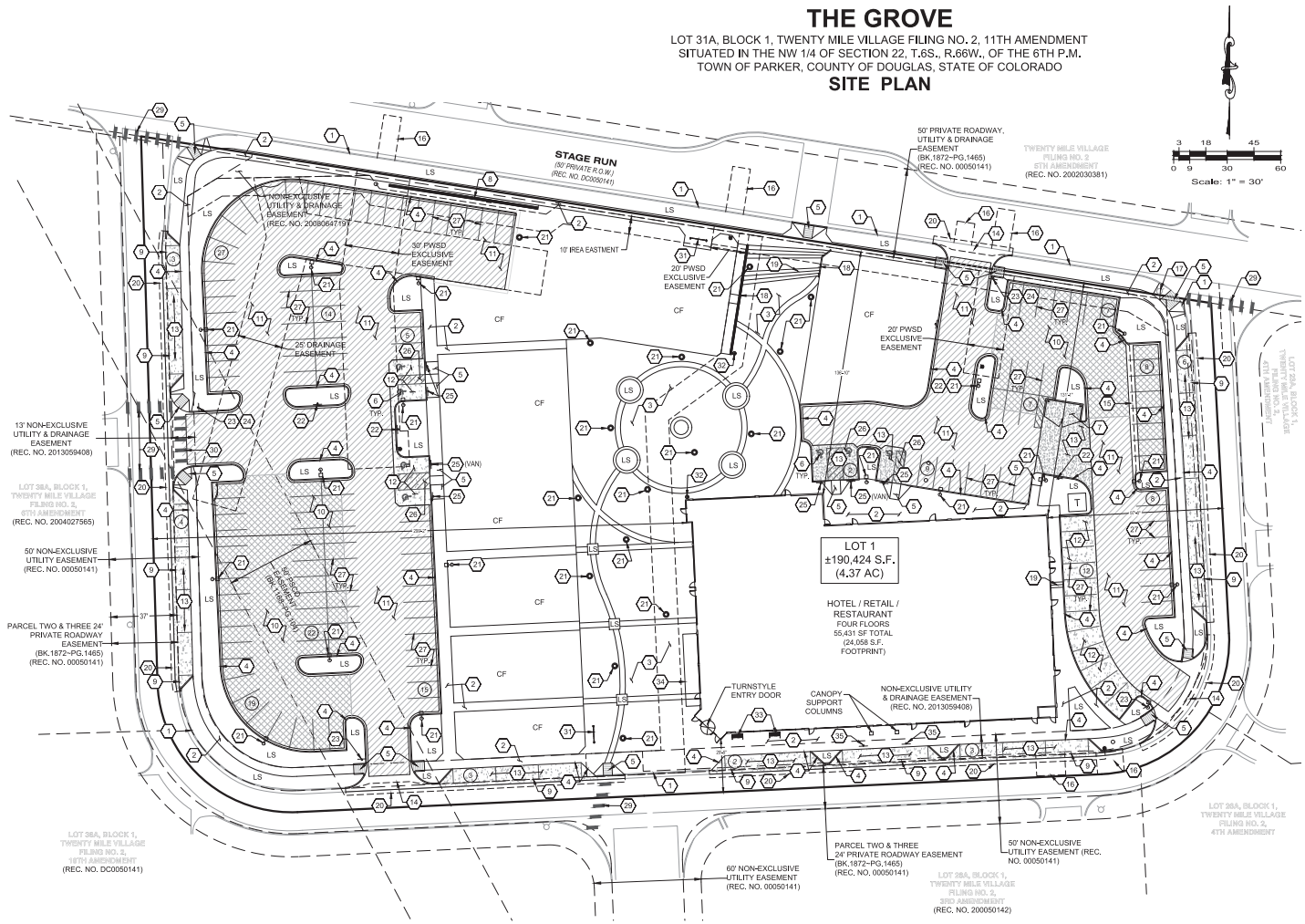
1 OF 17 (C100)

I:\Active Projects\Main Street Pier\T195.2 Main Street Pier\CAD\SITE\SITE\Acad Map File Date: 2018\Civil\Compass.dgn

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN



LEGEND

- EXIST. BOUNDARY
- EXIST. EASEMENT
- BUILDING SETBACK
- PROP. OWNERSHIP PARCEL
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- PROP. SIDEWALK
- PROP. HANDICAP PARKING
- PROP. LIGHT POLE
- PROP. GENERAL PARKING CONCRETE PAVING
- PROP. HEAVY TRAFFIC CONCRETE PAVING
- PROP. GENERAL PARKING ASPHALT PAVING
- PROP. HEAVY TRAFFIC ASPHALT PAVING
- PARKING COUNT

LS GROUND COVER, LANDSCAPING REFER TO SHEET L101 FOR DETAIL

CF GROUND COVER, CRUSHER FINES REFER TO SHEET L101 FOR DETAIL

SITE PLAN KEYED NOTES

1. EXISTING CURB AND GUTTER TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
2. CONSTRUCT CONCRETE WALK. RE: DETAIL A, SHEET C350 AND DETAIL 4, SHEET C351.
3. PROPOSED PLAZA AREA RE: LANDSCAPE PLANS.
4. INSTALL CURB AND GUTTER, TYPICAL WHERE SHOWN. SEE GRADING PLANS ON SHEET C301 AND C302 FOR CURB TYPE.
5. CONSTRUCT ACCESSIBLE RAMPS, TYPICAL WHERE SHOWN. RE: DETAILS 15 AND 18, SHEET C351 AND DETAIL C, SHEET C352.
6. PAINT HANDICAPPED PARKING SYMBOL, TYPICAL WHERE SHOWN. RE: DETAIL G, SHEET C350.
7. PROPOSED TRASH / RECYCLING ENCLOSURE. RE: ARCHITECTURAL PLANS FOR DETAILS.
8. CONSTRUCT RETAINING WALL. SEE GRADING PLANS, SHEET C301, C302, AND DETAIL SHEET C350 FOR DETAILS.
9. CONSTRUCT VALLEY PAN INTEGRAL WITH CONCRETE PAVEMENT. RE: DETAIL F SHEET C350.
10. INSTALL "GENERAL PARKING AREA" ASPHALT PAVING SECTION. SEE "PAVING NOTE", THIS SHEET.
11. INSTALL "HEAVY TRAFFIC AREA" ASPHALT PAVING SECTION. SEE "PAVING NOTE", THIS SHEET.
12. INSTALL "GENERAL PARKING AREA" CONCRETE PAVING SECTION. SEE "PAVING NOTE", THIS SHEET.
13. INSTALL "HEAVY TRAFFIC AREA" CONCRETE PAVING SECTION. SEE "PAVING NOTE", THIS SHEET.
14. CONSTRUCT CROSS-PAN RE: DETAIL 19, SHEET C351.
15. CONSTRUCT VALLEY PAN. SEE GRADING PLAN, SHEET C301, FOR DETAILS.
16. SAWCUT AND PATCH BACK FOR UTILITY CONSTRUCTION. SEE UTILITY PLANS, SHEETS C502 AND C503, FOR DETAILS.
17. CONSTRUCT WING OF CURB RAMP AROUND EXISTING FIRE HYDRANT. USE BOND BREAKER AROUND HYDRANT BASE.
18. PROPOSED WALL AND RAILINGS FOR RAMP AND STAIRS. SEE "LANDSCAPE PLANS" SHEET L101, FOR DETAILS.
19. CONSTRUCT STAIRS. SEE GRADING PLAN, SHEET C301, FOR DETAIL.
20. SAWCUT EX. ASPHALT 2 FEET FROM EDGE OF PROPOSED CONCRETE. REMOVE PAVEMENT AND CURB. PATCH BACK WITH FULL DEPTH HEAVY DUTY SECTION PER THE GEOTECHNICAL REPORT RECOMMENDATIONS OR MATCHING TO THE EXISTING SECTION DEPTH (PAVING PLUS BASE COURSE), WHICHEVER IS GREATER.
21. INSTALL LIGHT POLE BASES AND FIXTURE. SEE PHOTOMETRIC PLAN FOR DETAILS.
22. INSTALL "FIRE LANE - NO PARKING" SIGN. RE: DETAIL D, SHEET C350.
23. INSTALL "STOP" SIGN, LIGHT POLE MOUNT IF COINCIDENT. RE: DETAIL D, SHEET C350.
24. CAUTION! PROPOSED SIGN FOUNDATION OVER EXISTING OR PROPOSED UTILITIES. VERIFY LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION.
25. INSTALL HANDICAP PARKING SIGN. INCLUDE "VAN" PLACARD WHERE "VAN" IS SHOWN. RE: DETAIL D, SHEET C350.
26. PAINT 4-INCH WIDE WHITE DIAGONAL STRIPES 2-FEET ON-CENTER WITH 4-INCH WIDE, WHITE BORDER STRIPES AS SHOWN.
27. PAINT 4-INCH WIDE, WHITE PARKING LOT STRIPES AS SHOWN.
28. PAINT HANDICAP SYMBOL. RE: DETAIL G, SHEET C350.
29. PAINT 18-INCH WIDE BY 6-FEET LONG PEDESTRIAN CROSSWALK STRIPES AT 6-FEET ON CENTER, TRAFFIC WHITE.
30. CONSTRUCT CROSSPAN MODIFIED TO A TOTAL WIDTH (W) OF 10.5 FEET WITH A DEPTH OF (D) 1 3/4" AND LOW POINT 3' FROM THE WEST EDGE OF CONCRETE. RE: DETAIL 19 SHEET C351.
31. PROPOSED LOCATION 11-SPACE BIKE RAKE - SEE LANDSCAPE PLANS FOR DETAIL.
32. PROPOSED LOCATION TRASH RECEPTACLES - SEE LANDSCAPE PLANS FOR DETAIL.
33. PROPOSED LOCATION PEDESTRIAN SEATING (BENCHES). - SEE LANDSCAPE PLANS FOR DETAIL.
34. PROPOSED PATIO RAILING. - SEE ARCHITECTURAL PLANS FOR DETAIL.
35. PROPOSED "LOADING ZONE" SIGN. RE: DETAIL D, SHEET C350.

PAVING NOTE

ALL PAVING, INCLUDING CURB, GUTTER, AND SIDEWALK, TO BE INSTALLED OUTSIDE OF PUBLIC RIGHTS OF WAY SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SITE-SPECIFIC "GEOTECHNICAL SUBSURFACE EXPLORATION PROGRAM - TWENTY MILE VILLAGE - PARKER, COLORADO, REVISED" PREPARED BY GROUND ENGINEERING AND DATED OCTOBER 23, 2017; OR AS MAY HAVE BEEN AMENDED HENCE. RECOMMENDATIONS TO BE FOLLOWED INCLUDE, BUT ARE NOT LIMITED TO, THE PAVEMENT SECTION, MATERIALS, AND SUBGRADE PREPARATION. THE CONTRACTOR SHALL COORDINATE APPROVAL FOR INSTALLATION OF ANY ALTERNATE RECOMMENDATIONS INCLUDED IN THE INVESTIGATION OR DESIRED MODIFICATIONS TO THE RECOMMENDATIONS WITH THE OWNER/DEVELOPER AND/OR THEIR CONSTRUCTION MANAGER PRIOR TO BID AND PRIOR TO CONSTRUCTION.

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

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LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

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BENCHMARK

ELEVATIONS ARE BASED ON THE COUNTY OF DOUGLAS MONUMENT 1085030 - DC LOGO CAP, LATITUDE: 39°30'59.913441"NORTH, LONGITUDE: 104°45'34.78452"WEST; ELEVATION: 5837.27 FET (NAVD 1988 DATUM).

GENERAL NOTES

1. REFER TO SHEET C100 FOR ADDITIONAL PROJECT GENERAL NOTES.
2. THE CONTRACTOR SHALL REFER TO THE LAYOUT PLAN FOR HORIZONTAL CONTROL, DIMENSIONS, AND ADDITIONAL PAVING REQUIREMENTS.
3. THE CONTRACTOR SHALL REFER TO THE GRADING PLAN FOR CURB TYPES AND FLOWLINE ELEVATIONS.
4. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, STAIRS, PRECISE BUILDING DIMENSIONS, AND BUILDING ENTRANCES.
5. ALL SIGNING AND STRIPING WILL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND LOCAL CODES.
6. REFER TO ARCHITECTURAL PLANS FOR BUILDING SIGNAGE LOCATIONS.
7. REFER TO ARCHITECTURAL PLANS FOR SITE ELECTRICAL INSTALLATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO LOCATION, TYPE, SIZE AND MATERIAL OF WIRING, CONDUIT, TRENCH, AND CONNECTION POINTS FOR SITE LIGHTING, SITE SIGNAGE, AND OTHER SITE IMPROVEMENTS.
8. SIGNAGE TO BE ON TIME CLOCK SYNCHRONIZED WITH EXTERIOR SITE LIGHTING.
9. CONTRACTOR SHALL COORDINATE SIGNAGE PERMIT, INSTALLATION, AND SPECIFICATIONS WITH THE OWNER'S CONSTRUCTION MANAGER.
10. SIGNAGE CONTRACTOR SHALL VERIFY SIZE AND LOCATION OF ANY AND ALL ALLOWABLE MONUMENT OR POLE SIGNAGE WITH OWNER; AND PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION TO OWNER FOR APPROVAL.

TOWN SIGNATURE BLOCK

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TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
CIVIL ENGINEERS | LAND SURVEYORS
14190 East Evans Avenue
Aurora, Colorado 80014
engineering@escco.com
P 303.337.1393
F 303.337.7481
TF 1.877.213.8859

SITE PLAN
OVERALL SITE PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

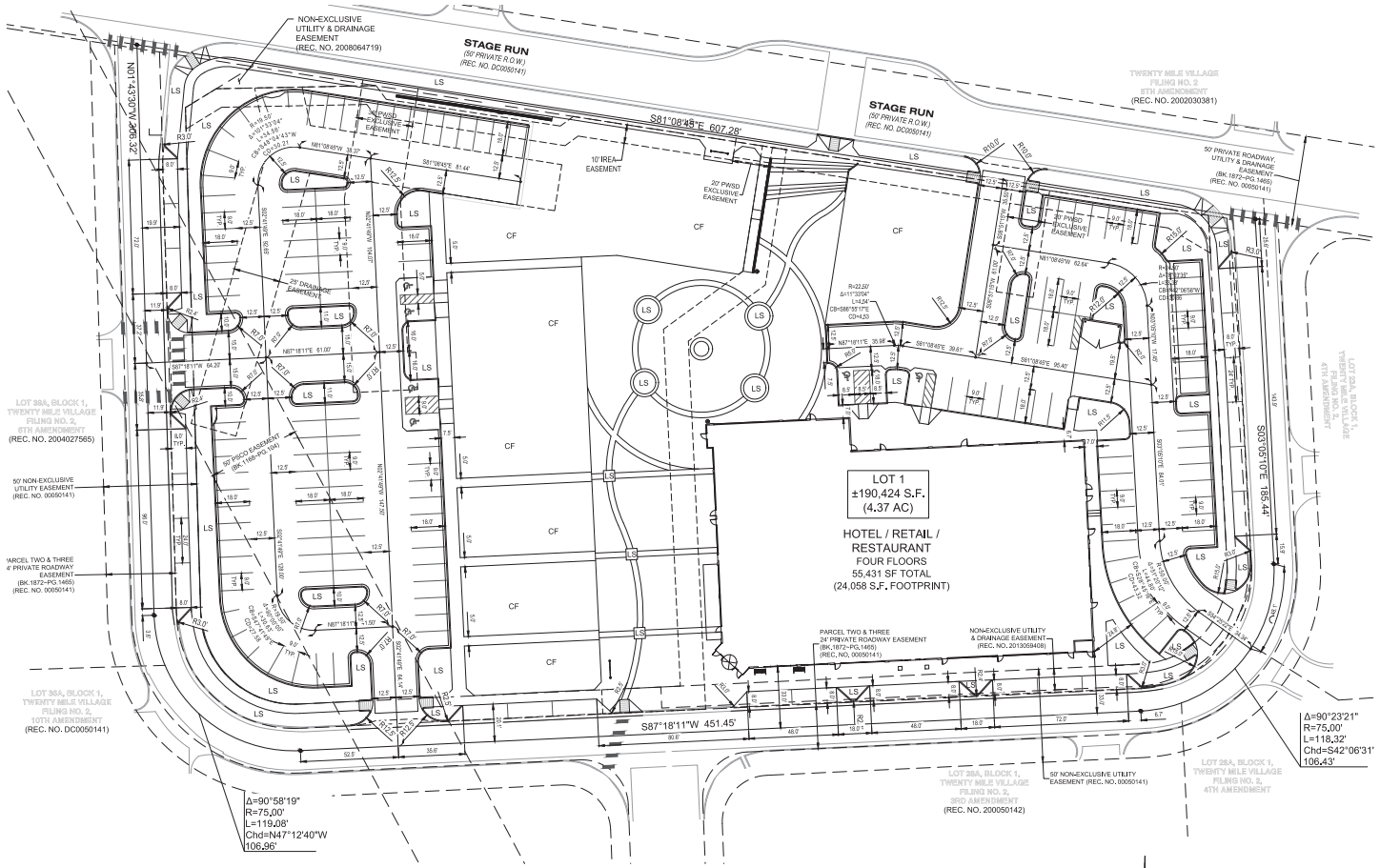
Designed By: CAMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=30'

2 OF 17 (C201)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN



LEGEND

- EXIST. BOUNDARY
- EXIST. EASEMENT
- BUILDING SETBACK
- PROP. OWNERSHIP PARCEL
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- LS — GROUND COVER, LANDSCAPING REFER TO SHEET L101 FOR DETAIL
- CF — GROUND COVER, CRUSHER FINES REFER TO SHEET L101 FOR DETAIL

LAYOUT PLAN GENERAL NOTES

1. REFER TO SHEET C100 FOR ADDITIONAL PROJECT GENERAL NOTES.
2. PROVIDE JOINTS AT 30 X DEPTH OF CONCRETE MAXIMUM SPACING IN VEHICULAR AREAS UNLESS OTHERWISE INDICATED. JOINTS SHOULD EXTEND THROUGH THE ADJACENT CURB.
3. JOINT SPACING IN PEDESTRIAN AREAS (I.E. SIDEWALKS AND PATIOS) SHALL PROVIDE PANELS AS CLOSE TO SQUARE AS POSSIBLE BUT IN NO CASE SHALL A SPACING BE GREATER THAN 10'. AREAS WIDER THAN 10' SHALL BE SUB-DIVIDED EQUALLY IN BOTH DIRECTIONS. AREAS WIDER THAN 15' DIVIDED BY THREE. CONTROL JOINTS THEREIN SHALL BE TOOL FINISHED.
4. THE CONTRACTOR SHALL SELECT AND USE A BOND BREAKER AT INLETS, MANHOLES, AND SIMILAR SIZE STRUCTURES. SMALLER STRUCTURES SUCH AS VALVE COVERS AND MONUMENT BOXES SHALL NOT REQUIRE A BOND BREAKER, UNLESS SPECIFIED OTHERWISE.
5. PROVIDE A CONTINUOUS EXPANSION JOINT AT THE BUILDING FOUNDATION. REFERENCE THE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
6. CONCRETE PAVEMENT JOINTS SHALL MEET THE REQUIREMENTS OF CDOT STANDARDS AND SPECIFICATIONS, AND CDOT STANDARD PLAN NO. M-412-1; UNLESS NOTED OTHERWISE.
7. SEE SHEET C352 FOR JOINT DETAILS.
8. ALL CURB FLOWLINE RADII ARE EITHER PARALLEL TO THE CENTERLINE OR ARE 3' UNLESS OTHERWISE NOTED.

PARKER COLORADO
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Approved Date: 06/01/2018
P.Workman

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LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE BLOCK 1 BEARING S81°08'45"E AS REFERENCED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT.

BENCHMARK

ELEVATIONS ARE BASED ON THE COUNTY OF DOUGLAS MONUMENT 1085030 - DC LOGO CAP, LATITUDE: 39°30'59.913441"NORTH; LONGITUDE: 104°45'34.78452"WEST; ELEVATION: 5837.27 FET (NAVD 1988 DATUM).

2 12 30
0 6 20 40
Scale: 1" = 20'

TOWN SIGNATURE BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEER CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

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TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
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Aurora, Colorado 80014
engineering@escco.com
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F 303.337.7481
1-F-1.977-23.0809

SITE PLAN
HORIZONTAL CONTROL PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

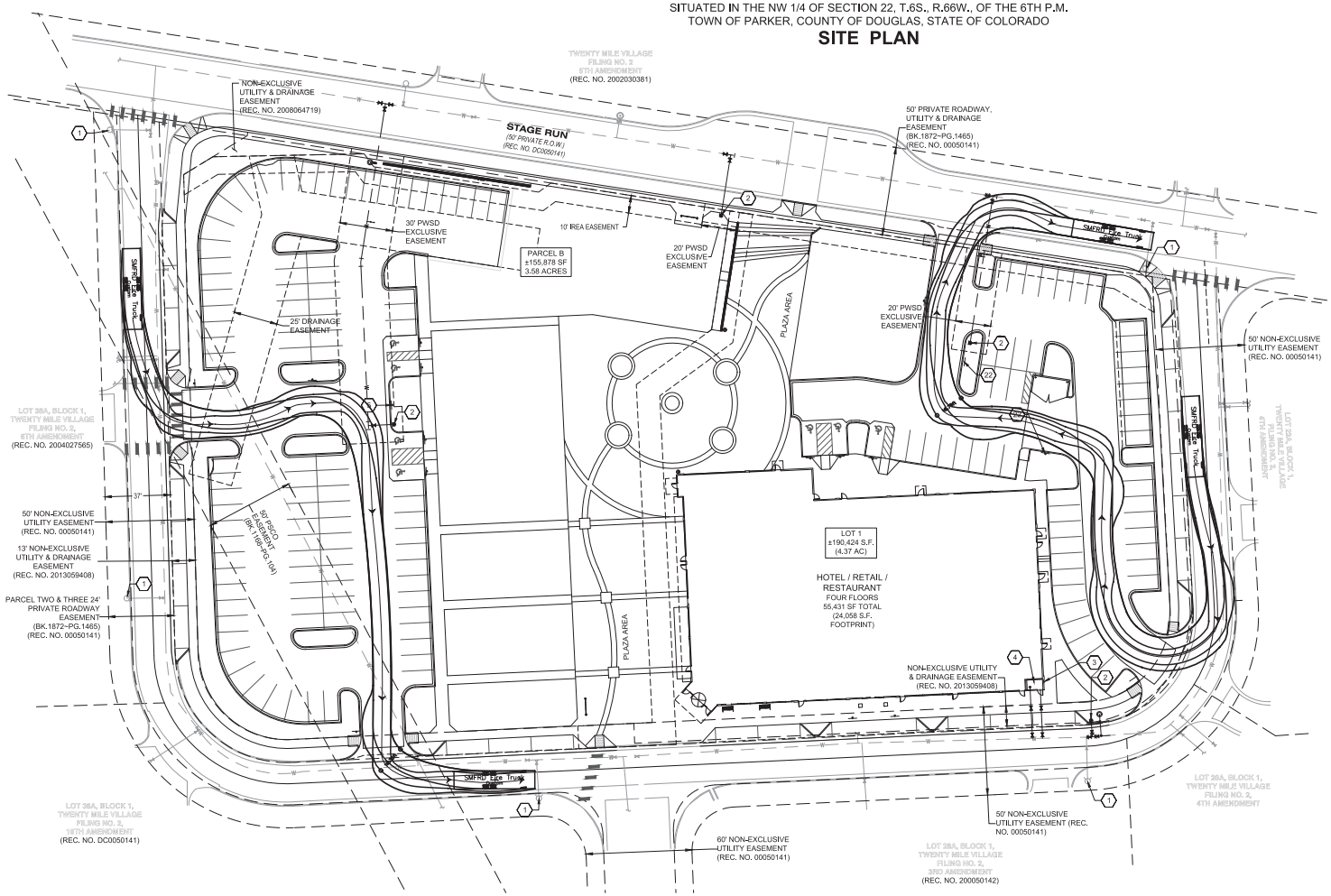
Designed By: CAMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=20'

3 OF 17 (C202)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN

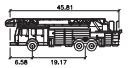


LEGEND

- EXIST. BOUNDARY PARCEL C - BUILDING 8
- EXIST. EASEMENT
- BUILDING SETBACK
- PROP. OWNERSHIP PARCEL
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- PROP. SIDEWALK
- PROP. HANDICAP PARKING
- PROP. LIGHT POLE
- CONCRETE PAVING
- PROPOSED OR EXISTING ASPHALT
- (99) PARKING COUNT

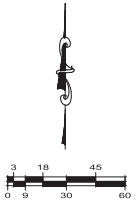
SITE PLAN KEYNOTE LEGEND

1. EXISTING FIRE HYDRANT TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
2. PROPOSED FIRE HYDRANT TO BE INSTALLED.
3. FDC LOCATION RE: ARCHITECTURAL PLANS FOR DETAILS.
4. RISER ROOM AND FCAP.
5. INSTALL "FIRE LANE - NO PARKING" SIGN. RE: DETAIL D, SHEET C350.



SMFRD Fire Truck

	feet
Width	: 10.08
Track	: 10.10
Lock to Lock Time	: 6.0
Steering Angle	: 40.0



PARKER COLORADO

Final Document
Subject to Conditions in Approval Letter

Approved Date: 06/01/2018
P.Workman

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LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE BLOCK 1 BEARING S81°08'45"E AS REFERENCED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT.

BENCHMARK

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No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

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SITE PLAN
FIRE ACCESS PLAN

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: CMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=30'

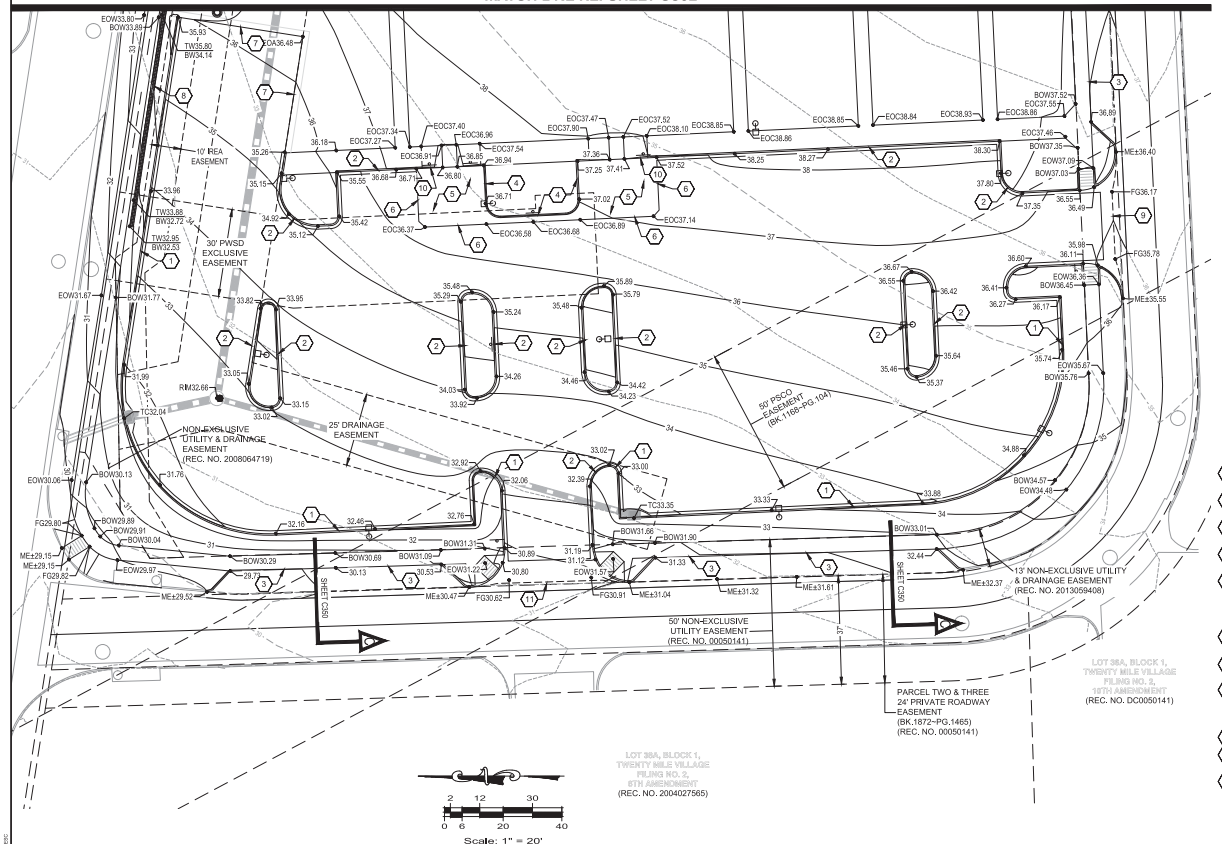
4 OF 17 (C270)

THE GROVE

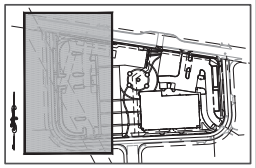
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN

MATCH LINE RE: SHEET C302



Scale: 1" = 20'



KEYMAP
SCALE: 1"=200'

SHEET LEGEND

- EXISTING BOUNDARY
- EXIST. EASEMENT
- PROP. EASEMENT
- PROP. LOT LINE
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- PROP. SIDEWALK
- - 5706 - - EXIST. CONTOUR LINE
- PROP. CONTOUR LINE
- PROP. GRADE BREAK
- PROP. STORM SEWER
- X.X% PROP. SLOPE
- XX.XX PROP. SPOT ELEVATION
- TC XX.XX TOP OF CURB ELEVATION
- FL XX.XX FLOWLINE ELEVATION
- ME XX.XX MATCH EXISTING ELEVATION
- RIM XX.XX PROPOSED RIM ELEVATION
- SWXX.XX PROPOSED SIDEWALK ELEVATION
- FGXX.XX PROPOSED FINISHED GRADE ELEVATION
- TSXX.XX PROPOSED TOP OF SIDEWALK RAMP
- EOCXX.XX PROPOSED EDGE OF CONCRETE
- EOWXX.XX PROPOSED EDGE OF WALK ELEVATION
- BOWXX.XX PROPOSED BACK OF WALK ELEVATION

GRADING PLAN KEYED NOTES

1. CONSTRUCT 6-INCH VERTICAL CONCRETE CURB AND GUTTER WITH 1-FOOT CATCH PAN. RE: SHEET C350, DETAIL B.
2. CONSTRUCT 6-INCH VERTICAL CONCRETE CURB AND GUTTER WITH 1-FOOT SPILL PAN. RE: SHEET C350, DETAIL B.
3. CONSTRUCT CURB INTEGRAL TO THE ADJOINING SIDEWALK. RE: SHEET C350, DETAIL I.
4. CONSTRUCT 6-INCH VERTICAL CONCRETE CURB MONOLITHIC TO THE ADJOINING PAVING. RE: SHEET C350, DETAIL B.
5. CONSTRUCT HANDICAP PARKING AREA - NO GRADES GREATER THAN 1.8% IN ANY DIRECTION. CONTRACTOR TO VERIFY WITH CONSTRUCTION MANAGER AT FORM SET OR REMAIN SOLELY RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ANY NON-ADA CONFORMING INSTALLATIONS.
6. PROVIDE A THICKENED CONCRETE EDGE AT ASPHALT INTERFACE. RE: SHEET C350, DETAIL C.
7. OVER-PAVE 2 FEET FROM DRIVE AISLE TO PROVIDE FOR FUTURE SAWCUT UPON EXPANSION.
8. INSTALL MSE RETAINING WALL TO HEIGHT AS SHOWN. CONTRACTOR TO SUBMIT DESIGN AND MATERIAL SAMPLE TO CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO CONSTRUCTION. RE: SHEET C350, DETAIL E.
9. INSTALL CROSS-PAN. RE: DETAIL 19 ON SHEET C351.
10. CURB HEIGHT VARIES AT HANDICAP RAMPS. RE: DETAIL 15 AND 18, SHEET C351, AND DETAIL C, SHEET C352.
11. CONSTRUCT CROSSPAN MODIFIED TO A TOTAL WIDTH (W) OF 10.5 FEET WITH A DEPTH OF (D) 1 3/4" AND LOW POINT 3' FROM THE WEST EDGE OF CONCRETE. RE: DETAIL 19 SHEET C351.

GENERAL NOTES

1. REFER TO SHEET C101 FOR ADDITIONAL PROJECT GENERAL NOTES.
2. IF, DURING THE OVERLOT GRADING PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER IMMEDIATELY FOR RECOMMENDATIONS.
3. ALL EARTHWORK, GRADING, OVERLOT GRADING, BACKFILLING, FILLING, EXCAVATION, COMPACTION, PAVEMENT, AND FLATWORK CONSTRUCTION WILL BE IN ACCORDANCE WITH THE RECOMMENDATIONS FROM THE GEOTECHNICAL INVESTIGATION PREPARED SPECIFICALLY FOR THIS SITE.
4. ALL CONCRETE PAVEMENT, CONCRETE FLATWORK, CONCRETE STRUCTURES AND CONCRETE UTILITIES SHALL BE IN ACCORDANCE WITH THE MATERIAL RECOMMENDATIONS FROM THE GEOTECHNICAL INVESTIGATION PREPARED SPECIFICALLY FOR THIS SITE.
5. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL AND STRUCTURAL PLANS AND SPECIFICATIONS, AND THE GEOTECHNICAL INVESTIGATION.
6. SPOT ELEVATIONS SHALL TAKE PRECEDENCE OVER CONTOURS AND SLOPES SHOWN. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF SPOT ELEVATIONS WHICH DO NOT APPEAR TO BE CONSISTENT WITH THE CONTOURS AND SLOPES. SPOT ELEVATIONS AND SPECIFIC PROFILE DESIGN SHALL BE USED FOR SETTING ELEVATIONS OF CURB AND GUTTER AND UTILITIES
7. SPOT ELEVATIONS REPRESENT FLOWLINE (BOTTOM FACE OF CURB) WHERE SHOWN AT CURB AND GUTTER UNLESS OTHERWISE NOTED.
8. CONTOURS SHOWN ARE FOR FINISHED PAVING, SIDEWALK, SLAB, OR GROUND. ADJUSTMENT TO SUBGRADE IS THE CONTRACTOR'S RESPONSIBILITY.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN ESTIMATE OF EARTHWORK QUANTITIES.
10. REFER TO SITE PLAN FOR EXTENT OF PAVEMENT AND PAVEMENT SECTIONS.
11. GRADES WITHIN ASPHALT PAVING AREAS SHALL BE CONSTRUCTED TO WITHIN 0.10 FEET OF THE DESIGN GRADE. HOWEVER, THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN ALL PAVEMENT AREAS AND ALONG CURBS. ALL CURBS SHALL BE BUILT IN ACCORDANCE WITH THE PLAN. CURBS OR PAVEMENT AREAS WHICH DO NOT PROVIDE PROPER DRAINAGE MUST BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL LANDSCAPED AND PAVED AREA.
13. ALL DISTURBED AREAS THAT ARE NOT DESIGNATED TO BE PAVED SHALL BE LANDSCAPED OR SEEDED, ACCORDING TO THE LANDSCAPE PLAN.
14. EXISTING DRAINAGE STRUCTURES SHALL BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
15. IF ANY EXISTING STRUCTURES, SIDEWALK, AND/OR CURB AND GUTTER, MODIFIED OR REMAINING, ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER PRIOR TO PROJECT CLOSEOUT.
16. ALL GRATES, MANHOLE RIMS, VALVE BOXES, VALVE COVERS, CLEANOUTS, AND VAULT OR BOX COVERS SHALL BE ADJUSTED TO THE "AS CONSTRUCTED" FINISHED GRADE PRIOR TO THE FINAL LIFT OF ASPHALT.
17. NO PROPOSED SLOPE IN LANDSCAPED AREAS OR OPEN SPACE SHALL EXCEED THREE (3) HORIZONTAL FEET TO ONE (1) VERTICAL FOOT, OR AS OTHERWISE SPECIFIED BY LOCAL CRITERIA.
18. THE CONTRACTOR SHALL PROTECT THE PROJECT BENCHMARK THROUGHOUT CONSTRUCTION AND SET ADDITIONAL PROJECT BENCHMARKS AS NECESSARY TO MAINTAIN VERTICAL CONTROL THROUGHOUT THE DURATION OF THE PROJECT.
19. THE CONTRACTOR SHALL FILL AND COMPACT BASEMENTS, CESSPOOLS, AND OTHER LARGE EXCAVATED AREAS WITH CLEAN FILL SUITABLE TO THE OWNER, AND IN ACCORDANCE WITH RECOMMENDATIONS OBTAINED FROM THE GEOTECHNICAL INVESTIGATION OR GEOTECHNICAL ENGINEER AND GRADE TO MATCH EXISTING OR PROPOSED FINISH GRADE; OR CONFIRM SUCH WORK HAS BEEN PERFORMED PRIOR TO CONSTRUCTION.
20. THE LINE IN PLAN FOR THE RETAINING WALL AS SHOWN REPRESENTS THE GROUND AT OF THE FACE OF THE RETAINING WALL. DEPTH OF BLOCK, BATTER, FOOTING, ETC. TO BE DESIGNED BY WALL CONTRACTOR.

ELEVATIONS NOTE

ALL SPOT ELEVATIONS AND PROPOSED CONTOUR LABELS HAVE BEEN TRUNCATED. TO ADJUST TO THE BENCHMARK DATUM ADD 5800.

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

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LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

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TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

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SITE PLAN
GRADING PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

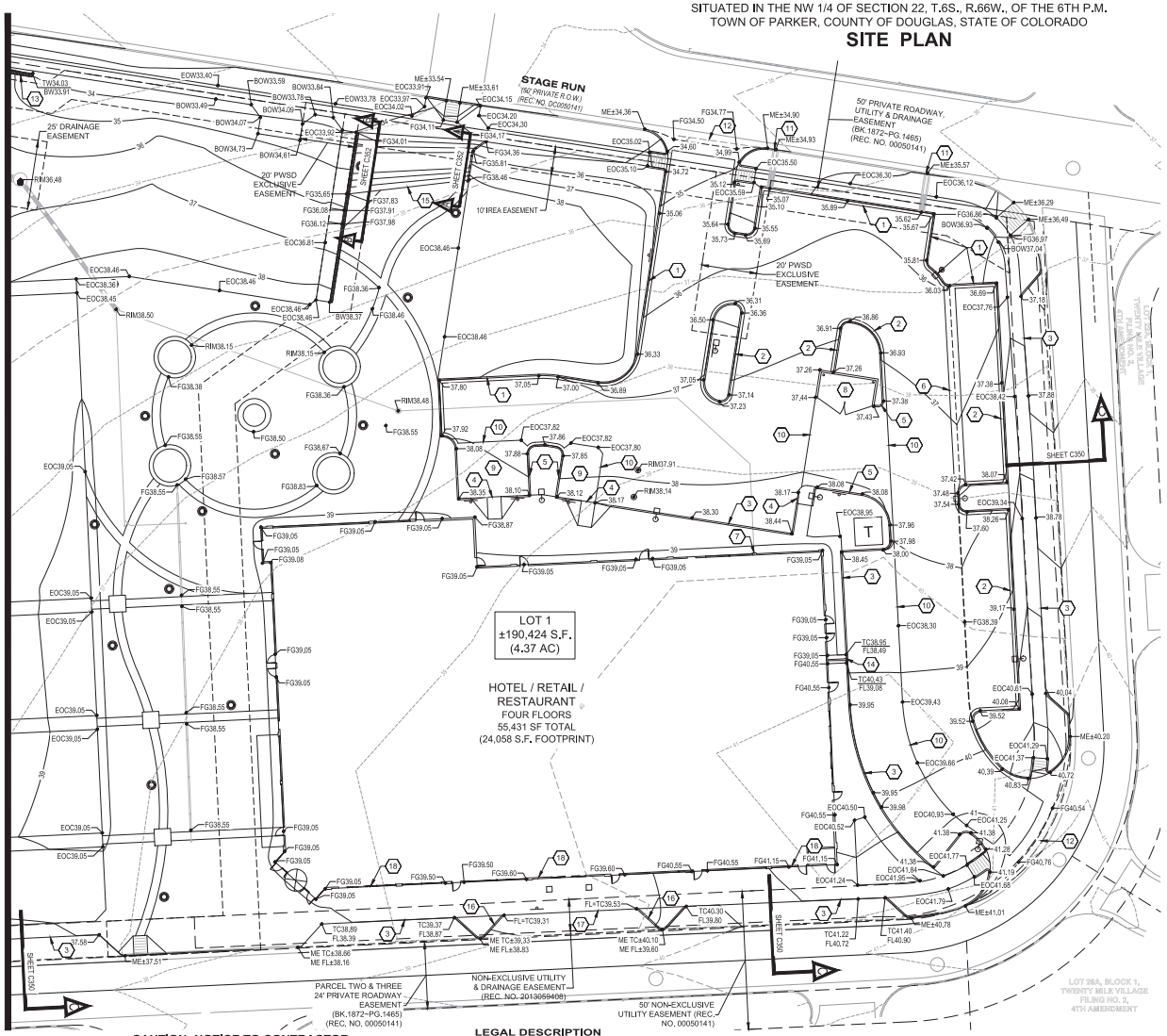
Designed By: CMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=20'

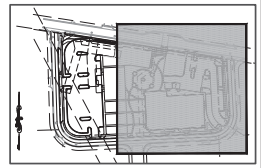
5 OF 17 (C301)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN





KEYMAP
SCALE: 1"=200'

SHEET LEGEND

- EXISTING BOUNDARY
- EXIST. EASEMENT
- PROP. EASEMENT
- PROP. LOT LINE
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- PROP. SIDEWALK
- PROP. STORM SEWER
- EXIST. CONTOUR LINE
- PROP. CONTOUR LINE
- PROP. GRADE BREAK
- X.X% — PROP. SLOPE
- XX.XX — PROP. SPOT ELEVATION
- TC XX.XX — TOP OF CURB ELEVATION
- FL XX.XX — FLOWLINE ELEVATION
- ME XX.XX — MATCH EXISTING ELEVATION
- RIM XX.XX — PROPOSED RIM ELEVATION
- SWXX.XX — PROPOSED SIDEWALK ELEVATION
- FGXX.XX — PROPOSED FINISHED GRADE ELEVATION
- TSXX.XX — PROPOSED TOP OF SIDEWALK RAMP
- EOCXX.XX — PROPOSED EDGE OF CONCRETE
- EOWXX.XX — PROPOSED EDGE OF WALK ELEVATION
- BOWXX.XX — PROPOSED BACK OF WALK ELEVATION

GRADING PLAN KEYED NOTES

1. CONSTRUCT 6-INCH VERTICAL CONCRETE CURB AND GUTTER WITH 1-FOOT CATCH PAN. RE: SHEET C350, DETAIL B.
2. CONSTRUCT 6-INCH VERTICAL CONCRETE CURB AND GUTTER WITH 1-FOOT SPILL PAN. RE: SHEET C350, DETAIL B.
3. CONSTRUCT CURB INTEGRAL TO THE ADJOINING SIDEWALK. RE: SHEET C350, DETAIL I.
4. CURB HEIGHT VARIES AT HANDICAP RAMPS. RE: DETAIL 15 AND 18, SHEET C351, AND DETAIL C, SHEET C352
5. CONSTRUCT 6-INCH VERTICAL CONCRETE CURB MONOLITHIC TO THE ADJOINING PAVING. RE: SHEET C350, DETAIL B.
6. CONSTRUCT VALLEY PAN. RE: DETAIL H, SHEET C350.
7. PROVIDE DOWNSPOUT TO 4-INCH PVC ADAPTER AND 4-INCH 90-DEGREE BEND. REFER TO STORM SEWER PLAN AND PROFILE, SHEET C601.
8. TRASH ENCLOSURE CONSTRUCTED WITH 6-INCH STEM WALL REAR AND SIDES ADJACENT TO LANDSCAPING. SEE ARCHITECTURAL PLANS FOR DETAIL.
9. CONSTRUCT HANDICAP PARKING AREA - NO GRADES GREATER THAN 1.8% IN ANY DIRECTION. CONTRACTOR TO VERIFY WITH CONSTRUCTION MANAGER AT FORM SET OR REMAIN SOLELY RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ANY NON-ADA CONFORMING INSTALLATIONS.
10. PROVIDE A THICKENED CONCRETE EDGE AT ASPHALT INTERFACE. RE: SHEET C350, DETAIL C.
11. 12-INCH CURB CUT AND CURB CHASE TO FLOWLINE OF PRIVATE STREET. RE: DETAIL 30, SHEET C352.
12. CONSTRUCT CROSS-PAN. RE: DETAIL 20 ON SHEET C350.
13. INSTALL MSE RETAINING WALL TO HEIGHT AS SHOWN. CONTRACTOR TO SUBMIT DESIGN AND MATERIAL SAMPLE TO CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO CONSTRUCTION. RE: SHEET C350, DETAIL G.
14. CONSTRUCT THREE STAIR RISERS AT 5-7/16" RISE EACH AND 14"INCH RUN (NOMINAL) AT 1% SLOPE ON RISERS.
15. CONSTRUCT EIGHT STAIRS. SEE SECTIONS ON DETAIL SHEET C352.
16. TRANSITION CURB HEIGHT FROM 0-HEIGHT (FLUSH) TO 6" OVER DISTANCE SHOWN.
17. 0-HEIGHT CURB (PAVEMENT FLUSH WITH SIDEWALK)
18. PROPOSED HEIGHTENED STEM WALL 6 INCHES ABOVE FINISHED GRADE – REFER TO ARCHITECTURAL PLANS FOR DETAILS.

REFER TO SHEET C301 FOR GENERAL NOTES

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES TO BE LOCATED AND MARKED.SHOWN ON T HE PLANS SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTENCE, LOCATION, AND AND DEPTH OF ALL EXISTING UTILITIES. ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

Know what's **below.**
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LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE BLOCK 1 BEARING S81°08'45"E AS REFERENCED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT.

BENCHMARK

ELEVATIONS ARE BASED ON THE COUNTY OF DOUGLAS MONUMENT 1085030 - DC LOGO CAP, LATITUDE: 39°30'59.913441"NORTH; LONGITUDE: 104°45'34.78452"WEST; ELEVATION: 5837.27 FET (NAVD 1988 DATUM).

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

Scale: 1" = 20'

TOWN SIGNATURE BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEER CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

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TOWN OF PARKER, DIRECTOR OF ENGINEERING _____ DATE _____

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

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SITE PLAN
GRADING PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

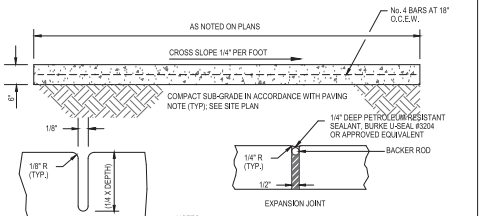
Designed By: CAMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=20'

6 OF 17 (C302)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

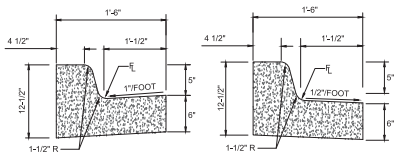
SITE PLAN

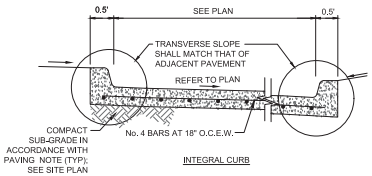


NOTES:

1. REFER TO GENERAL NOTES AND JOINT LEGEND ON SITE LAYOUT SHEET FOR ADDITIONAL INFORMATION.
2. EXPANSION JOINTS SHALL BE PLACED AS SHOWN ON THE PLANS; AND AT STRUCTURES, PCR'S AND EVERY 50 FEET MINIMUM.
3. EXPANSION JOINT FILLER SHALL MEET AASHTO M 213 CRITERIA AND BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. SIDEWALK SURFACE SHALL HAVE A COARSE BROOM FINISH WITH STRIATIONS PERPENDICULAR TO THE DIRECTION OF TRAVEL UNLESS OTHERWISE NOTED IN CIVIL AND/OR ARCH. PLANS.
5. CONCRETE SHALL BE IN ACCORDANCE WITH PAVING NOTE; SEE SITE PLAN.
6. UNLESS OTHERWISE SPECIFIED IN THE GEOTECHNICAL REPORT, CONCRETE SHALL BE A MINIMUM 6" THICK WITH NO. 4 BARS, 18" O.C.E.W.

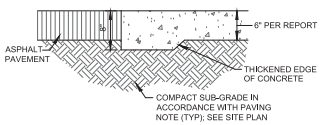
SIDEWALK (PRIVATE) A
NOT TO SCALE





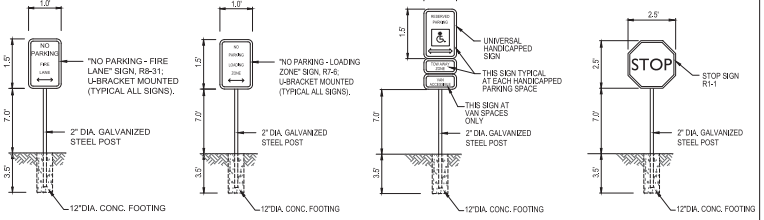
CONCRETE FOR CURB & GUTTER SHALL BE IN ACCORDANCE WITH PAVING NOTE; SEE SITE PLAN UNLESS CONCRETE FOR INTEGRAL VEHICULAR PAVEMENT IS MORE STRINGENT

CURB & GUTTER (PRIVATE) B
NOT TO SCALE



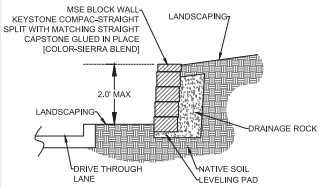
CONCRETE SHALL BE IN ACCORDANCE WITH PAVING NOTE; SEE SITE PLAN.

THICKENED EDGE CONCRETE C
NOT TO SCALE



PROVIDE TRAFFIC CONTROL SIGNS COMPLYING WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S MANUAL "UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES, AND AS SPECIFIED.

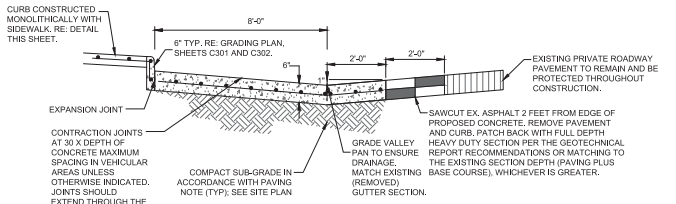
ON-SITE TRAFFIC SIGNAGE D
NOT TO SCALE



RETAINING WALL E
NOT TO SCALE

RETAINING WALL GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE FULL DESIGN AND CONSTRUCTION OF THE MSE RETAINING WALLS IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND INDUSTRY STANDARDS AND SPECIFICATIONS.
2. THE ALIGNMENT OF THE MSE WALLS IS SHOWN ON THE PLANS AND ASSOCIATED PROFILES DEPICTING THE FINISHED GRADE AT THE TOP OF THE WALL (TW) AND BOTTOM OF THE WALL (FG) AND IS NOT INTENDED TO SHOW ANY PORTION OF THE WALL BELOW FINISHED GRADE. CHANGES IN THE TOP OF WALL ELEVATIONS SHALL BE ACHIEVED BY UNIFORMLY STEPPING THE WALL.
3. CONTRACTOR IS REQUIRED TO:
   a. REVIEW THE GEOTECHNICAL REPORT FOR THE SITE AND VERIFY THE REPORT PROVIDES ALL INFORMATION REQUIRED FOR THE DESIGN OF THE WALL.
   b. PROVIDE FULL DESIGN OF THE WALL INCLUDING DESIGN CALCULATIONS AND CONSTRUCTION DRAWINGS. THE DESIGN SHALL BE PREPARED BY A LICENSED ENGINEER AND BE SUBMITTED TO THE GOVERNING AUTHORITY FOR APPROVAL IF REQUIRED BY GOVERNING AUTHORITY CODE OR CRITERIA. THE DESIGN SHALL CONSIDER THE LONG TERM STRUCTURAL STABILITY OF THE WALL AND ADDRESS DRAINAGE BEHIND THE WALL.
   c. OBTAIN ALL PERMITS REQUIRED FOR THE WORK.
   d. VERIFY EXISTING AND PROPOSED ELEVATIONS AT TOP OF WALL.
   e. PROVIDE ALL MATERIALS AND LABOR REQUIRED FOR CONSTRUCTION AND INSTALLATION OF THE WALL.
   f. PROVIDE MATERIAL TESTING OF ALL MATERIALS USED FOR CONSTRUCTION OF WALLS.
   g. SUBMIT TO THE ARCHITECT AND OWNER/DEVELOPER A COLOR AND TEXTURE SAMPLE OF THE BLOCK TO BE USED PRIOR TO INSTALLATION.



STREET PARKING SECTION "C" F
NOT TO SCALE

PARKER COLORADO
Final Document
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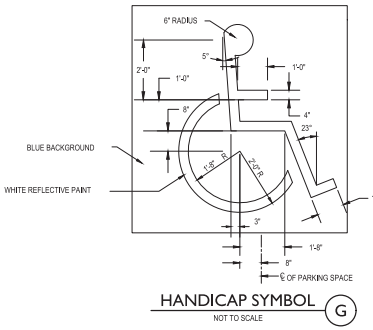
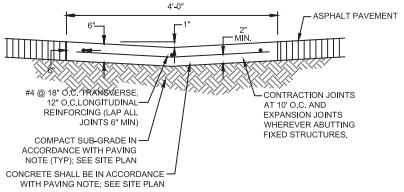
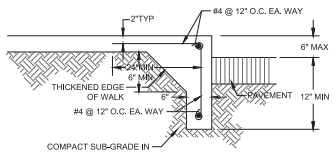
Approved Date: 06/01/2018
P.Workman



HANDICAP SYMBOL G
NOT TO SCALE



VALLEY PAN (PRIVATE) H
NOT TO SCALE



CONCRETE SHALL BE IN ACCORDANCE WITH PAVING NOTE: SEE SITE PLAN.

CURB INTEGRAL TO SIDEWALK I
NOT TO SCALE

TOWN SIGNATURE BLOCK

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TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

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engineering@escco.com
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F 303.337.7481
TF 1.877.213.8859

SITE PLAN
SITE & GRADING DETAILS
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: CMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: N/A

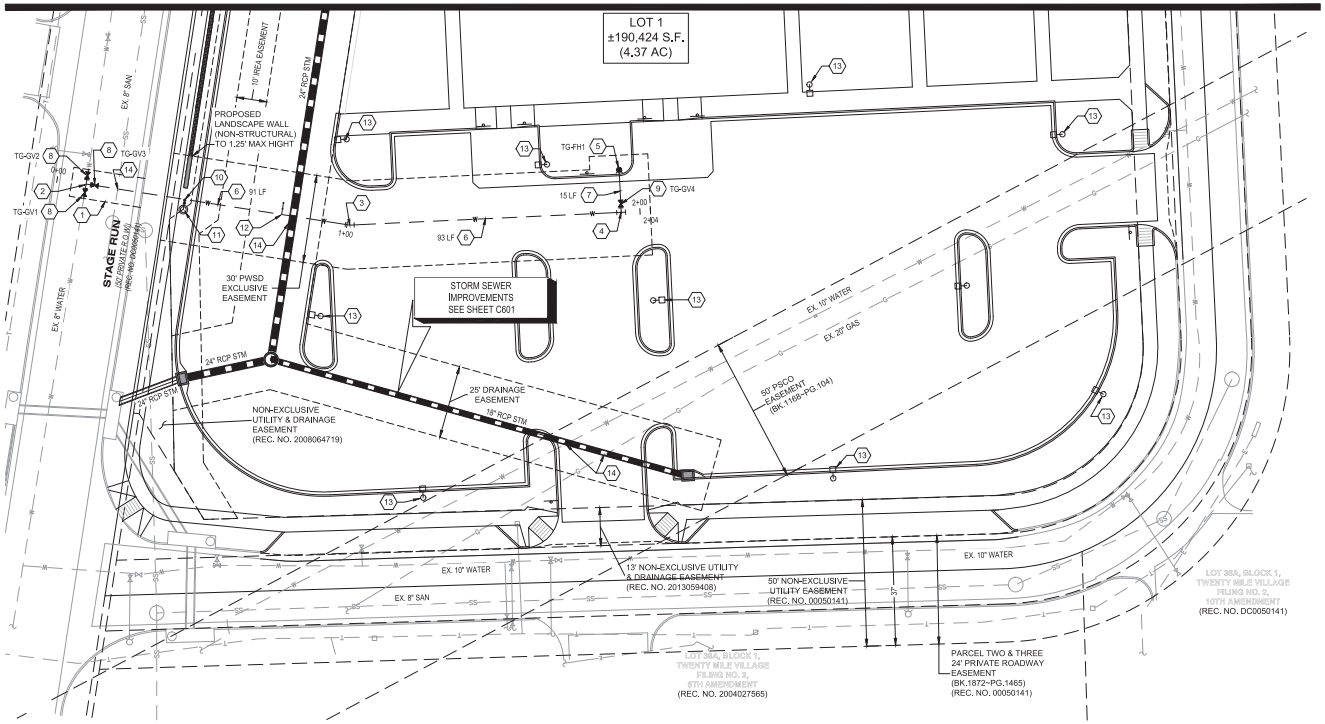
7 OF 17 (C350)

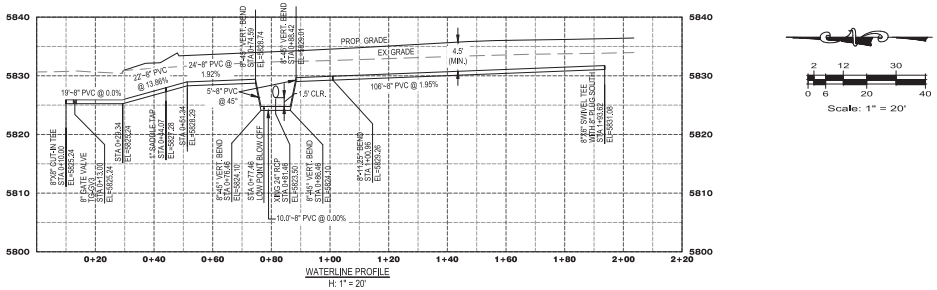
THE GROVE

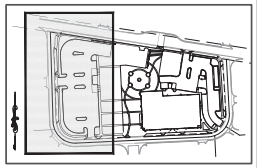
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN

MATCH LINE RE: SHEET C503







KEYMAP
SCALE: 1"=200'

LEGEND

- EXIST. BOUNDARY
- EXIST. EASEMENT
- PROP. EASEMENT
- PROP. LOT LINE
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- PROP. STORM SEWER LINE
- PROP. SEWER LINE
- PROP. WATER LINE
- EXIST. GAS LINE
- EXIST. SANITARY SEWER LINE
- EXIST. STORM SEWER LINE
- EXIST. WATER LINE
- EXIST. ELECTRIC UTILITY LINE
- EXIST. TELEPHONE LINE
- PROP. LIGHT
- PROP. FIRE HYDRANT
- PROP. MANHOLE
- PROP. GATE VALVE
- PROP. METER PIT
- PROP. CLEANOUT
- EXIST. FIRE HYDRANT
- EXIST. GATE VALVE
- EXIST. MANHOLE
- EXIST. POWER POLE

WATER KEYED NOTES

1. SAWCUT, REMOVE, AND REPLACE THE EXISTING PAVING WITHIN STAGE RUN (PRIVATE) TO THE MINIMUM EXTENT PRACTICAL TO PROVIDE FOR REQUIRED UTILITY WORK. PATCH BACK WITH FULL DEPTH HEAVY DUTY SECTION PER THE GEOTECHNICAL REPORT RECOMMENDATIONS OR MATCHING TO THE EXISTING SECTION DEPTH (PAVING PLUS BASE COURSE), WHICHEVER IS GREATER. PROVIDE 18" No. 4 EPOXY COATED DOWELS AT 12 INCHES ON CENTER FOR CONCRETE TO CONCRETE PATCHING.
2. INSTALL 8"X8" CUT-IN TEE AND KICKBLOCK, RE: DETAIL W3.18 SHEET C555.
3. INSTALL 8"X11.25° BEND, RE: DETAIL W3.18 SHEET C555
4. INSTALL 8"X6" SWIVEL TEE WITH 8" PLUG (SOUTH) AND KICKBLOCKS, RE: DETAIL W3.18 SHEET C555.
5. INSTALL FIRE HYDRANT ASSEMBLY, RE: TO DETAIL W2.5 ON SHEET C555.
6. INSTALL 8" C900 PVC WATER LINE, LENGTH AS SHOWN.
7. INSTALL 6" FULLY-RESTRAINED DUCTILE IRON WATER LINE, LENGTH AS SHOWN.
8. NSTALL 8" GATE VALVE AND VALVE BOX, RE: DETAIL W3.10, SHEET C555.
9. INSTALL 6" GATE VALVE AND VALVE BOX, RE: DETAIL W3.10, SHEET C555.
10. INSTALL 1-INCH SADDLE TAP AND CORPORATION STOP, RE: DETAIL W5.10, SHEET C556.
11. INSTALL 1-INCH IRRIGATION METER AND CURB STOP, RE: DETAIL W5.11 & W6.1, SHEET C556.
12. INSTALL LOW POINT BLOW-OFF, RE: DETAIL W3.8, SHEET C557.

DRY UTILITY KEYED NOTES

13. LIGHT POLE BASE. CONTRACTOR TO PROVIDE AND INSTALL CONDUITS, PULL BOXES, AND WIRING FOR SITE LIGHTING; TYPICAL. REFERENCE SITE ELECTRIC PLANS FOR SIZING, RUN TERMINUS, AND OTHER WIRING REQUIREMENTS. SEE BUILDING PLANS FOR LIGHT POLE FOUNDATION. SEE PHOTOMETRIC PLAN FOR LIGHTS.

GENERAL

14. CAUTION - UTILITY CROSSING! CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF CROSSING UTILITIES PRIOR TO CONSTRUCTION AND PROVIDE ADEQUATE CLEARANCES BETWEEN EXISTING/PROPOSED UTILITY INSTALLATIONS. CONTRACTOR TO CONFIRM INVERTS AND UTILITY PROVIDER ALLOWABLE CLEARANCES PRIOR TO CONSTRUCTION.

GENERAL NOTES

1. REFER TO SHEET C100 AND C501 FOR ADDITIONAL PROJECT GENERAL NOTES.
2. COMPACTION OF ALL TRENCHES MUST BE ATTAINED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES STANDARDS AND THE RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION. THE CONTRACTOR SHALL SUBMIT COMPACTION TEST RESULTS TO THE GOVERNING AUTHORITY IN ACCORDANCE WITH THE GOVERNING AUTHORITY'S CRITERIA.
3. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF UTILITY ENTRANCES.
4. ALL CONCRETE STRUCTURES AND APPURTENANCES USED IN CONJUNCTION WITH UTILITY INSTALLATION SHALL BE IN ACCORDANCE WITH THE MATERIAL SPECIFICATIONS OF THE GOVERNING AUTHORITY.
5. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE AND PROVIDE SLEEVING OR OTHER IMPROVEMENTS AS NECESSARY FOR UTILITY PENETRATIONS THROUGH THE FOUNDATION WALLS AND SLAB IN ACCORDANCE WITH THE STRUCTURAL PLANS, MEP PLANS, AND APPLICABLE BUILDING AND PLUMBING/UTILITY CODE(S).
6. THE CONTRACTOR SHALL COORDINATE THE EXACT ALIGNMENT, CONNECTION POINT, AND BUILDING ENTRY LOCATION FOR TELEPHONE, DATA, ELECTRIC, CABLE, GAS, AND OTHER DRY UTILITY SERVICES WITH THE UTILITY PROVIDER AND MEP PLANS PRIOR TO CONSTRUCTION, AND INSTALL NECESSARY APPURTENANCES.

DRY UTILITY NOTES

PRIOR TO CONSTRUCTION - CONTRACTOR TO VERIFY THE EXACT SIZE, ALIGNMENT, AND CONNECTION POINTS WITH THE DRY UTILITY PROVIDERS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROVISION AND INSTALLATIONS REQUIRED OF ALL DRY UTILITY APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, TRENCHING, CONDUITS, PULL BOXES, ETC.) REQUIRED FOR SERVICE CONNECTION THAT ARE NOT INCLUDED IN THE UTILITY PROVIDER'S SCOPE

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TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

FIRE CODE REVIEW BLOCK

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Know what's **below.**
Call before you dig.
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WWW.CALL811.COM
1-800-922-1987

LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE BLOCK 1 BEARING S81°08'45"E AS REFERENCED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT.

BENCHMARK

ELEVATIONS ARE BASED ON THE COUNTY OF DOUGLAS MONUMENT 1085030 - DC LOGO CAP, LATITUDE: 39°30'59.913441"NORTH, LONGITUDE: 104°45'34.78452"WEST; ELEVATION: 5837.27 FET (NAVD 1988 DATUM).

PARKER COLORADO
Final Document
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Approved Date: 06/01/2018
P.Workman

No.	Description:	Date:
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Prepared For:
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19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

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engineering@escco.com
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F 303.337.7481
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SITE PLAN
OVERALL UTILITY PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

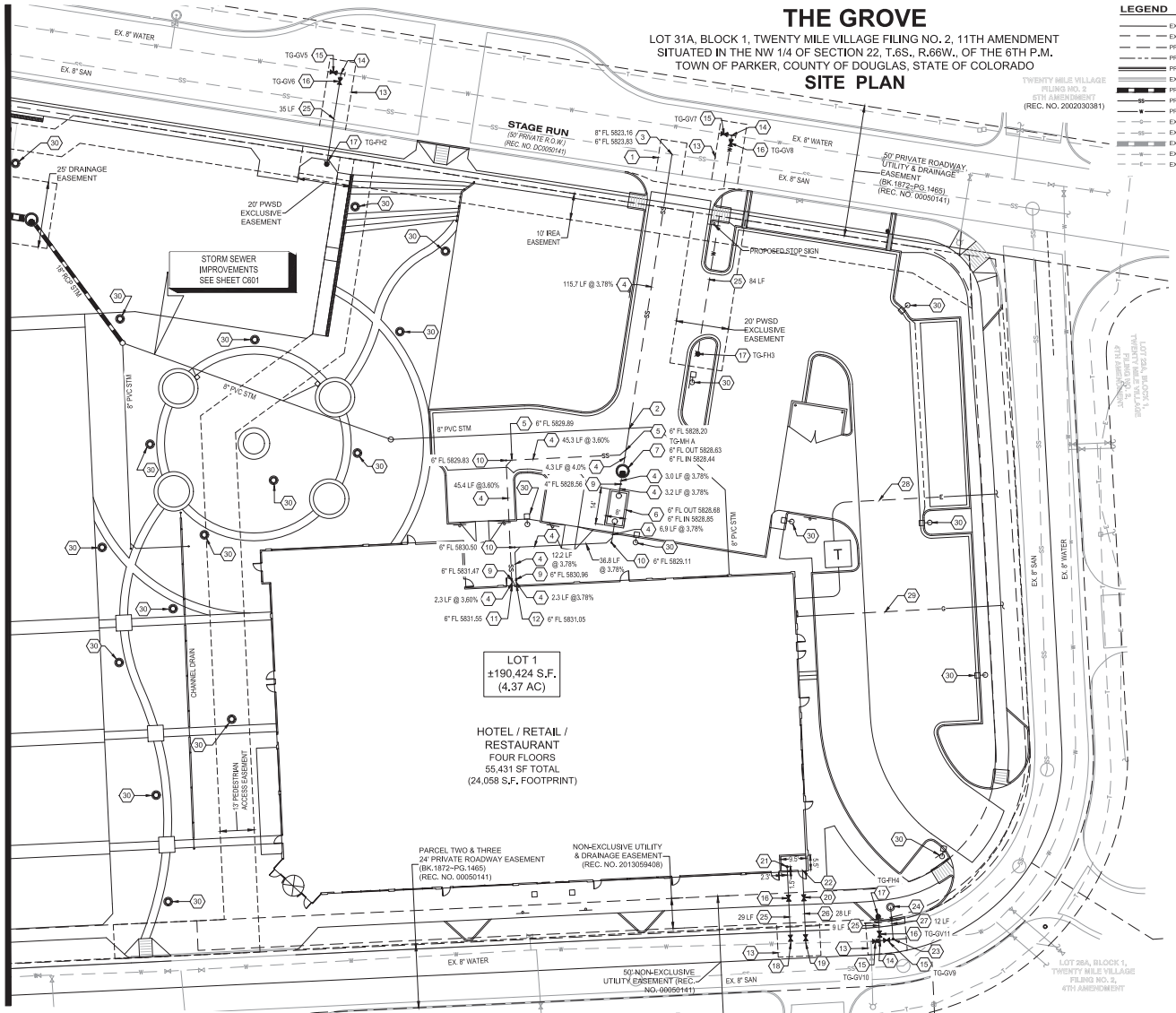
Designed By: CAMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=20'

8 OF 17 (C502)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN



Scale: 1" = 20'

LEGEND

- EXIST. BOUNDARY
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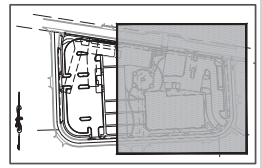
- PROP. CURB & GUTTER
- EXIST. CURB & GUTTER
- PROP. STORM SEWER LINE
- PROP. SEWER LINE
- PROP. WATER LINE
- EXIST. GAS LINE
- EXIST. SANITARY SEWER LINE
- EXIST. STORM SEWER LINE
- EXIST. WATER LINE
- EXIST. ELECTRIC UTILITY LINE
- EXIST. TELEPHONE LINE
- PROP. LIGHT
- PROP. FIRE HYDRANT
- PROP. MANHOLE
- PROP. GATE VALVE
- PROP. METER PIT
- PROP. CLEANOUT
- EXIST. FIRE HYDRANT
- EXIST. GATE VALVE
- EXIST. MANHOLE
- EXIST. POWER POLE



KEYMAP
SCALE: 1"=200'

SANITARY SEWER KEYED NOTES

1. SAWCUT, REMOVE, AND REPLACE THE EXISTING PAVING WITHIN STAGE RUN (PRIVATE) TO THE MINIMUM EXTENT PRACTICAL TO PROVIDE FOR REQUIRED UTILITY WORK. PATCH BACK WITH FULL DEPTH HEAVY DUTY SECTION PER THE GEOTECHNICAL REPORT RECOMMENDATIONS OR MATCHING TO THE EXISTING SECTION DEPTH (PAVING PLUS BASE COURSE), WHICHEVER IS GREATER. PROVIDE 18" No. 4 EPOXY COATED DOWELS AT 12 INCHES ON CENTER FOR CONCRETE TO CONCRETE PATCHING.
2. CAUTION - UTILITY CROSSING! CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF CROSSING UTILITIES PRIOR TO CONSTRUCTION AND PROVIDE ADEQUATE CLEARANCES BETWEEN EXISTING/PROPOSED UTILITY INSTALLATIONS. CONTRACTOR TO CONFIRM INVERTS AND UTILITY PROVIDER ALLOWABLE CLEARANCES PRIOR TO CONSTRUCTION.
3. CONNECT TO EXISTING 8" SANITARY SEWER MAIN WITH 8" X 6" TAPPING SADDLE. RE: DETAIL S4.13 AND S4.14 ON SHEET C550.
4. INSTALL 6" D3034 SDR-35 PVC, LENGTH AND SLOPE AS SHOWN.
5. INSTALL 6" WYE AND 6"X45° BEND.
6. INSTALL 14'X8' 2500 GAL. GREASE INTERCEPTOR, RE: DETAIL S5.1 AND S5.2 ON SHEET C551. SEE PLUMBING PLANS FOR SIZING INFORMATION.
7. INSTALL 4' DIAMETER COMMERCIAL SAMPLING MANHOLE. RE: DETAIL S5.3 ON SHEET C551.
8. INSTALL 6" WYE, 45° BEND, AND 6" ONE-WAY SANITARY SEWER CLEANOUT. RE: DETAIL S4.12 ON SHEET C550.
9. INSTALL 6" TWO-WAY SANITARY SEWER CLEANOUT. DETAIL S4.12 ON SHEET C550. RE: DETAIL S4.12 ON SHEET C550.
10. INSTALL 8"X6" WYE, 6" END OF LINE CLEANOUT, AND 6"X45° BEND.
11. REFER TO THE PLUMBING PLANS FOR CONTINUATION OF THE DOMESTIC EFFLUENT SERVICE LINE WITHIN THE BUILDING SPACE.
12. REFER TO THE PLUMBING PLANS FOR CONTINUATION OF THE KITCHEN EFFLUENT SERVICE LINE WITHIN THE BUILDING SPACE.

WATER KEYED NOTES

13. SAWCUT, REMOVE, AND REPLACE THE EXISTING PAVING WITHIN STAGE RUN (PRIVATE) TO THE MINIMUM EXTENT PRACTICAL TO PROVIDE FOR REQUIRED UTILITY WORK. PATCH BACK WITH FULL DEPTH HEAVY DUTY SECTION PER THE GEOTECHNICAL REPORT RECOMMENDATIONS OR MATCHING TO THE EXISTING SECTION DEPTH (PAVING PLUS BASE COURSE), WHICHEVER IS GREATER. PROVIDE 18" No. 4 EPOXY COATED DOWELS AT 12 INCHES ON CENTER FOR CONCRETE TO CONCRETE PATCHING.
14. CUT IN 8"X8" SWIVEL TEE WITH KICKBLOCKS AND SOLID SLEEVE ADAPTORS. RE: DETAIL W3.18, SHEET C555.
15. INSTALL 8" GATE VALVE AND VALVE BOX. RE: DETAIL W3.10, SHEET C555.
16. INSTALL 6" GATE VALVE AND VALVE BOX. RE: DETAIL W3.10, SHEET C555.
17. INSTALL FIRE HYDRANT ASSEMBLY. RE: DETAIL W2.5, SHEET C555.
18. INSTALL 8"X6" TAPPING SLEEVE AND TAPPING VALVE WITH VALVE BOX. RE: DETAIL W5.10, SHEET C556.
19. INSTALL 8"X3" TAPPING SLEEVE AND TAPPING VALVE WITH VALVE BOX. RE: DETAIL W5.10, SHEET C556.
20. INSTALL 3" BALL VALVE AND VALVE BOX.
21. INSTALL 90-DEGREE TURN UP 1.5-FEET CLEAR OF ADJACENT 9.5'X5.5' RISER ROOM WALLS FOR FIRE SUPPRESSION SYSTEM.
22. REFER TO PLUMBING PLANS FOR CONTINUATION OF DOMESTIC SERVICE WITH THE BUILDING SPACE.
23. INSTALL 3/4-INCH SADDLE TAP AND CORPORATION STOP. RE: DETAIL W5.10, SHEET C556.
24. INSTALL 3/4-INCH IRRIGATION METER AND CURB STOP. RE: DETAIL W5.11 & W6.1, SHEET C556.
25. INSTALL 6" DIAMETER FULLY RESTRAINED DUCTILE IRON WATER LINE.
26. INSTALL 3" DIAMETER DUCTILE IRON WATER SERVICE.
27. INSTALL 3/4" TYPE K COPPER IRRIGATION SERVICE.

DRY UTILITY KEYED NOTES

28. ANTICIPATED ALIGNMENT OF ELECTRIC AND TELECOM SERVICE. CONTRACTOR TO VERIFY EXACT LOCATIONS AND SIZES OF SERVICE LINES AND TRANSFORMER PRIOR TO INSTALLATION OF ANY UTILITIES. TRANSFORMER PAD, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AS REQUIRED BY THE UTILITY PROVIDER.
29. ANTICIPATED ALIGNMENT OF GAS SERVICE. CONTRACTOR TO VERIFY EXACT LOCATIONS AND SIZES OF SERVICE LINES AND TRANSFORMER PRIOR TO INSTALLATION OF ANY UTILITIES. ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AS REQUIRED BY THE UTILITY PROVIDER.
30. INSTALL LIGHT POLE BASE AND FIXTURE. CONTRACTOR TO PROVIDE AND INSTALL CONDUITS, PULL BOXES, AND WIRING FOR SITE LIGHTING; TYPICAL. REFERENCE SITE ELECTRIC PLANS FOR SIZING, RUN TERMINUS, AND OTHER WIRING REQUIREMENTS. SEE BUILDING PLANS FOR LIGHT POLE FOUNDATION. SEE PHOTOMETRIC PLAN FOR LIGHTS.

REFER TO SHEET C502 FOR GENERAL NOTES

TOWN SIGNATURE BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEER CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON-SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED, AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING _____ DATE _____

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES TO BE LOCATED AND MARKED.SHOWN ON T.HE PLANS SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTENCE, LOCATION, AND AND DEPTH OF ALL EXISTING UTILITIES. ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

Know what's **below.**
Call before you dig.
CALL 811
WWW.CALL811.COM
1-800-922-1987

LEGAL DESCRIPTION

LOT 1, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE ADDRESS: TO BE 18595 MAINSTREET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE BLOCK 1 BEARING S81°08'45"E AS REFERENCED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT.

BENCHMARK

ELEVATIONS ARE BASED ON THE COUNTY OF DOUGLAS MONUMENT 1085030 - DC LOGO CAP, LATITUDE: 39°30'59.913441"NORTH; LONGITUDE: 104°45'34.78452"WEST; ELEVATION: 5837.27 FET (NAVD 1988 DATUM).

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
CIVIL ENGINEERS | LAND SURVEYORS
14190 East Evans Avenue
Aurora, Colorado 80014
engineering@escnco.com
P 303.337.1393
F 303.337.7481
TF 1.877.213.8859

SITE PLAN
OVERALL UTILITY PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

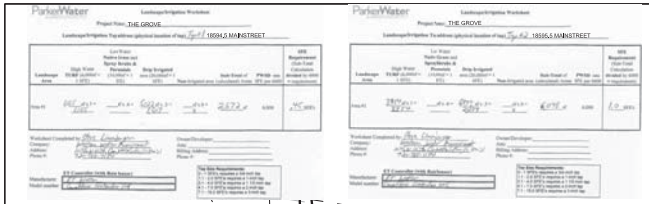
Designed By: CAA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=20'

9 OF 17 (C503)

THE GROVE

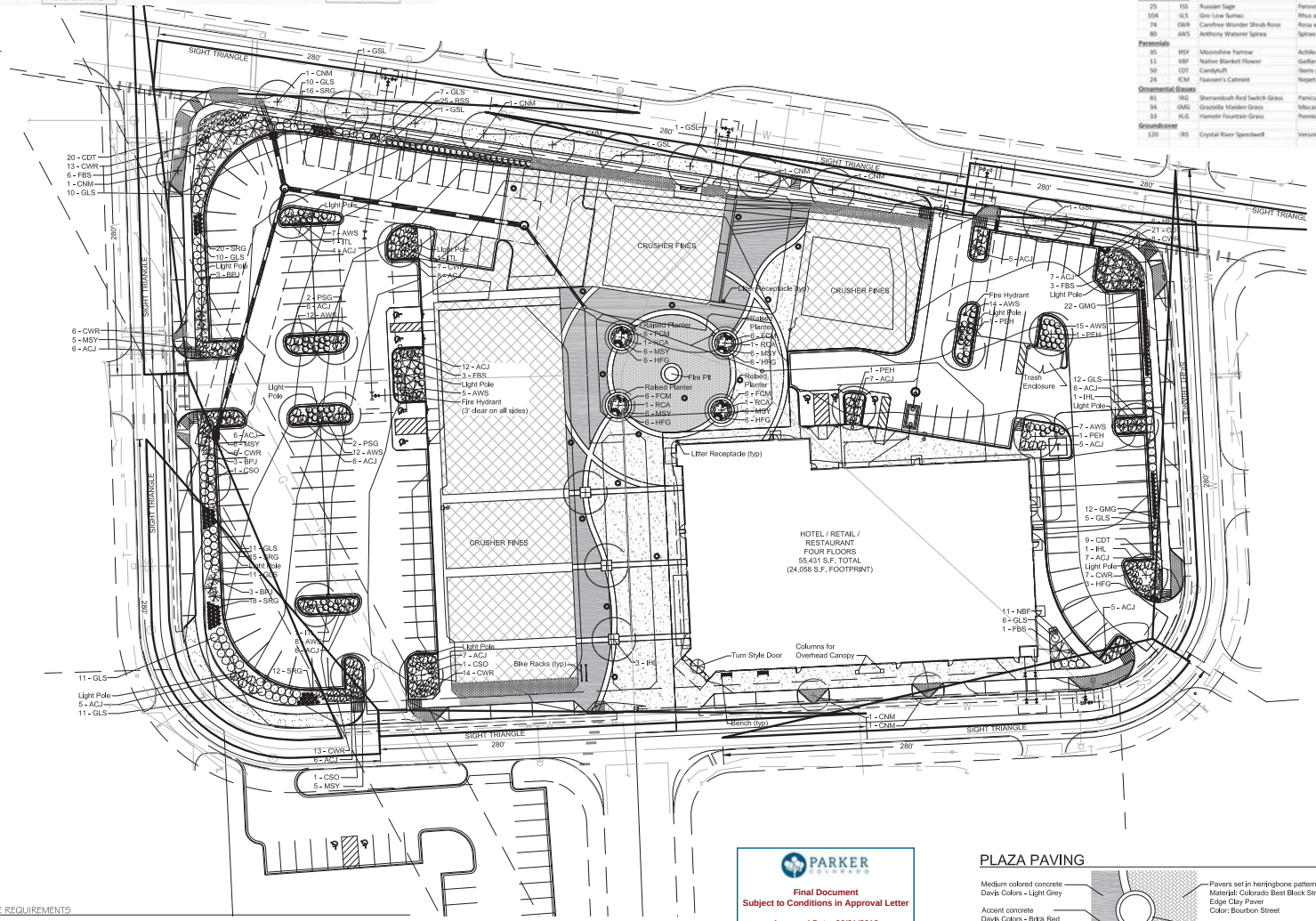
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN



IRRIGATION NOTES:
1. ALL LANDSCAPED AREAS SHALL BE SERVED BY A FUNCTIONING AUTOMATIC IRRIGATION SYSTEM, EXCEPT ON INDIVIDUAL SINGLE-FAMILY RESIDENTIAL LOTS.

2. IRRIGATION SYSTEMS SHALL BE DESIGNED AND MAINTAINED TO MINIMIZE OVERSPRAY AND RUNOFF ONTO ADJACENT IMPERVIOUS SURFACES, SUCH AS ROADWAYS, SIDEWALKS, AND PARKING LOTS.



PLANT LIST

Qty	ID	Common Name	Scientific Name	Size	Notes
Evergreen Trees					
13	PIG	Fastigiate Blue Spruce	Picea pungens 'Fastigiata'	6' Ht.	B&B
Deciduous Trees					
8	CNM	Columnar Norway Maple	Acer platanoides 'Columnare'	2.5" Cal.	B&B
4	PEH	Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	2.5" Cal.	B&B
4	TGC	Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	2.5" Cal.	B&B
5	HL	Imperial Honeylocust	Gleditsia tricanthos inermis 'Impcole'	2.5" Cal.	B&B
3	CSO	Crimson Spire Oak	Quercus alba x robur 'Crimschmid'	2.5" Cal.	B&B
4	GSL	Greenspire Linden	Tilia cordata 'Greenspire'	2.5" Cal.	B&B
Ornamental Trees					
4	RCA	Radiant Crabapple	Malus 'Radiant'	2" Cal.	B&B
3	TTL	Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	2" Cal.	B&B
Evergreen Shrubs					
114	ACJ	Arcadia Juniper	Juniperus sabina 'Arcadia'	5 Gal.	Cont.
9	IPJ	Blue Point Juniper	Juniperus chinensis 'Blue Point'	5 Gal.	Cont.
Deciduous Shrubs					
25	RSS	Russian Sage	Perovskia atriplicifolia	5 Gal.	Cont.
104	GLS	Gro-Low Sumac	Rhus aromatica 'Gro-Low'	5 Gal.	Cont.
74	GWR	Carefree Wonder Shrub Rose	Rosa x 'Meipitac'	5 Gal.	Cont.
80	AWS	Anthony Waterer Spirea	Spiraea japonica 'Anthony Waterer'	5 Gal.	Cont.
Perennials					
35	MSY	Moonshine Yarrow	Achilea 'Moonshine'	1 Gal.	Cont.
11	NBF	Native Blanket Flower	Gaillardia aristata	1 Gal.	Cont.
50	CDT	Candytuft	Iberis sempervirens	1 Gal.	Cont.
24	RCM	Feassen's Catmint	Negeta x Faassenii	1 Gal.	Cont.
Ornamental Grasses					
81	SRG	Shenandoah Red Switch Grass	Panicum virgatum 'Shenandoah'	1 Gal.	Cont.
34	GMG	Gracilella Maiden Grass	Miscanthus sinensis 'Gracilella'	1 Gal.	Cont.
33	HLG	Hameln Fountain Grass	Pennisetum alopecuroides 'Hameln'	1 Gal.	Cont.
Groundcover					
120	CRS	Crystal River Speedwell	Veronica 'Crystal River'	Flat	

LANDSCAPE NOTES:
1. ALL PLANTING BEDS SHALL BE COMPLETED WITH A (4") DEPTH OF ROCK MULCH; PIONEER SAND'S FOOTHILLS COBBLESTONE, 2"-4" SIZE, OVER WEED BARRIER.

2. ALL RAISED PLANTERS SHALL BE COMPLETED WITH A (4") DEPTH OF ROCK MULCH: PIONEER SAND'S WHITE RIVER ROCK, 1 1/2"-2" SIZE, OVER WEED BARRIER.

3. TURF GRASS SOD TO BE RTF WATER SAVER SOD (95% RHIZOMATOUS TALL FESCUE VARIETIES, 5% KENTUCKY BLUE GRASS) FROM GREEN VALLEY TURF CO., 13159 N. US HWY 85, LITTLETON, CO 80125, 303-798-6764 OR EQUIVALENT.

4. ALL RAISED PLANTERS TO BE CONSTRUCTED OF RAMMED EARTH, FORM FACED WITH WOOD BOARDS. TOPPED WITH FLAGSTONE CAP.

5. FIRE PIT AND RAISED PLANTERS TO BE CONSTRUCTED OF RAMMED EARTH, FORM FACED WITH WOOD BOARDS. GAS FIRE PIT INSERT TO BE MODEL: PENTA43EI BY HEARTH PRODUCTS CONTROLS COMPANY, 3050 PLAINFIELD RD., KETTERING, OH 45432, 877.774.8961 OR EQUIVALENT. DECORATIVE FIRE PIT GLASS TO BE BLACK, ALSO BY HEARTH PRODUCTS CONTROLS COMPANY OR EQUIVALENT.

6. ALL INTERIOR PARKING ISLANDS TO HAVE 6" WIDTH OF GRAVEL MULCH CLEAR OF PLANTINGS ON PARKING SIDE.

LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- GRASSES
- PERENNIALS
- GROUNDCOVER
- TURF GRASS / SOD*
- CRUSHER FINES

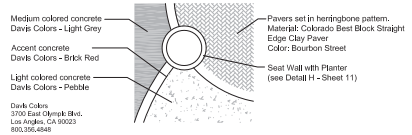
* See Landscape Notes 3 above for turf species information.

LANDSCAPE REQUIREMENTS

REQUIREMENT CATEGORIES	AREA OR FRONTAGE PROVIDED	REQUIREMENT FORMULA	TREES REQ./PROVIDED	SHRUB REQ./PROVIDED	SHRUB SUB. REQ./PROVIDED	75% GROUND PLANE VEG. REQ./PROVIDED	TURF GRASS PROVIDED
INTERNAL PARKING 10% of 42,960 S.F.	4,296 S.F. (10%)	1 TREE / 162 S.F. 5 SHRUB / 162 S.F. 1 SHRUB PER +15 S.F.	26 / 26 16 Deciduous 10 Evergreen	219 / 229	0 / 0	3,222 S.F. (75%) R 3,636 S.F. (84%) P	0 S.F.
OVERALL SITE LANDSCAPE 15% = 28,563 S.F.	35,548 S.F. GREEN SPACE 24,265 PLAZA SPACE 59,813 S.F. (21%) TOTAL	1 TREE / 1,500 S.F. 5 SHRUB / 1,500 S.F.	207 / 22 21 Deciduous 1 Evergreen	100 / 186	0 / 0	11,661 S.F. (75%) R 12,436 S.F. (80%) P	4,284 S.F. 15%

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

PLAZA PAVING



No.:	Description:	Date:
1	INITIAL MUNICIPAL APPROVAL	07/13/18

Prepared For:
MARS DEVELOPMENT, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

MACK LAND
1870 Denver West Drive
Golden, CO 80401
P 303.669.8922
F 866.712.3001
www.macklandllc.com

SITE PLAN
LANDSCAPE PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed by: KCV	Date: 11/13/2017
Drawn by: KCV	Proj. No.: E-009-17
Checked by: JDT	Project No.: 1195.2
Plat Book No.:	Scale:

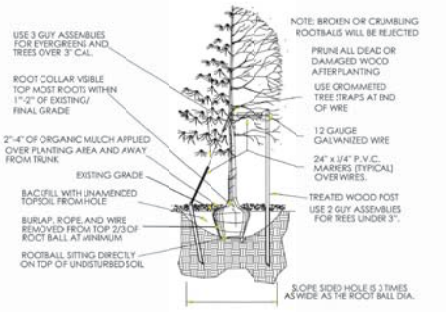
10 OF 17(L101)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN

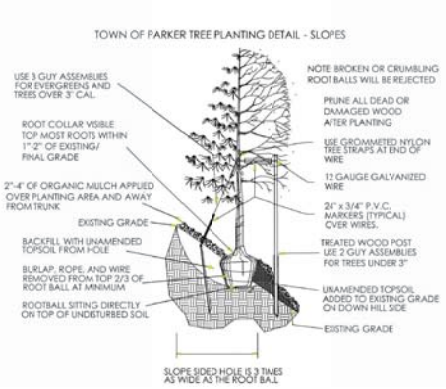
TOWN OF PARKER PLANTING STANDARDS



- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distancefrom the top most roos in the root ball to th bottom of the root ball to allow for settling. Do not disturb soil at lottom of planting holes, but do score the sids of the planting hole. The planting area shall be loosened and aerated at least three times tne diameter of the roo ball. Backfill shall consist of existing on site upsoil – no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root colla/flare visible above grde AND two or morestructural roots located within the top 1" to 2" of the root ball/finished grade measured 1" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain inact, cut offbottom 1/3 of wire baset before placing treein hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root bal on all trees. Remova all nylon ties, twine, rope and burlap. Remove unnecessary packing material
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional inmost planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used or any new pantings, except in latefall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees wil only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

TOWN OF PARKER TREE PLANTING STANDARDS — A
NOT TO SCALE

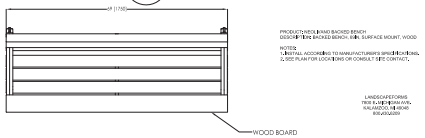
TOWN OF PARKER PLANTING STANDARDS

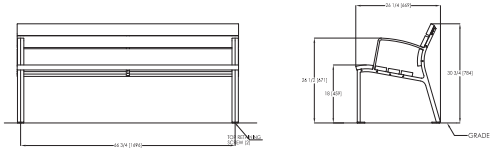


TOWN OF PARKER TREE PLANTING - SLOPES — B
NOT TO SCALE

TOWN OF PARKER PLANTING STANDARDS

TOWN OF PARKER SHRUB PLANTING — C
NOT TO SCALE





BENCH — F
NOT TO SCALE

PARKER COLORADO
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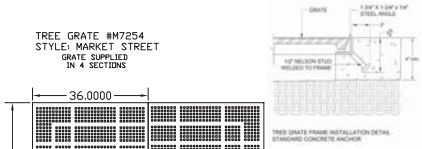
Approved Date: 06/01/2018
P.Workman



TREE GRATE — D
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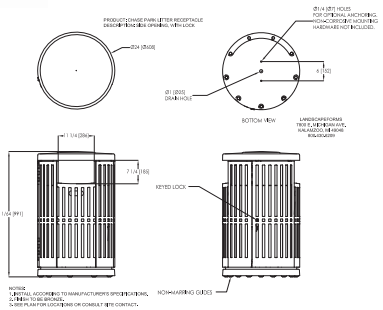

LITTER RECEPTACLE — E
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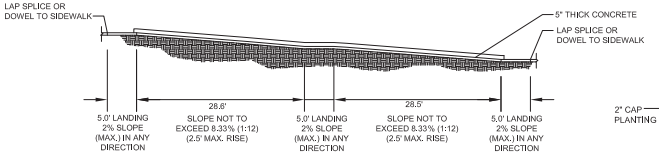

RAMP SECTION A-A — G
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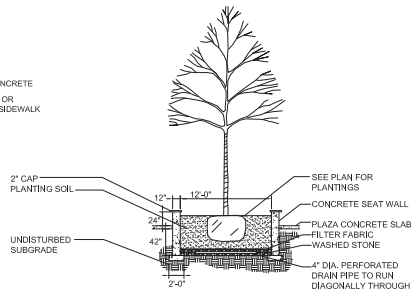


SEAT WALL PLANTER — H
NOT TO SCALE

No.	Description:	Dates:
1	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MARS DEVELOPMENT, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80138

MACK LAND
1870 Dover Valley Drive
Golden, CO 80401
P 303.668.8922
F 888.712.3001
MACK
www.macklandllc.com

SITE PLAN
LANDSCAPE PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: KCV	Date: 11/13/2017
Drawn By: KCV	Proj. No.: E-009-17
Checked By: JDT	Project No.: 1195.2
File Name:	Scale:

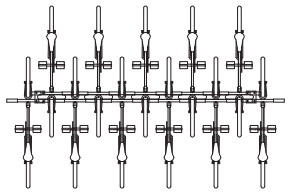
11 OF 17(L102)

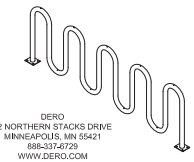
THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

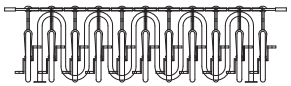
SITE PLAN

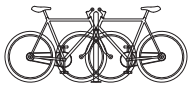
PRODUCT: ROLLING RACK
MODEL #: RR5H-FT





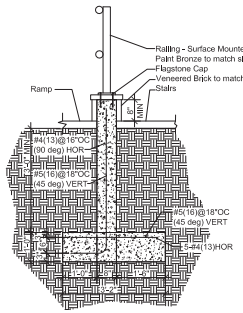
DERO
42 NORTHERN STACKS DRIVE
MINNEAPOLIS, MN 55421
888-337-6729
WWW.DERO.COM





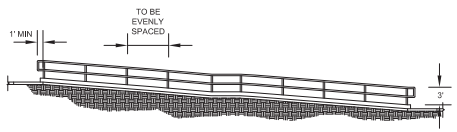
NOTES:
1. INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS. TO BE SURFACE MOUNTED.
2. FINISH POWDER COATED COLOR BRONZE.
3. SEE PLAN FOR LOCATIONS OR CONSULT SITE CONTACT.

BIKE RACK — A
NOT TO SCALE



SECTION

WALL WITH RAILING — B
NOT TO SCALE



RAILING LAYOUT — C
NOT TO SCALE

PARKER COLORADO
Final Document
Subject to Conditions in Approval Letter
Approved Date: 06/01/2018
P.Workman

NOTES:

1. ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
2. THE OWNER, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLANS ON FILE WITH THE CITY PLANNING DEPARTMENT. ALL LANDSCAPING SHALL BE INSTALLED AS SHOWN ON THE LANDSCAPE PLANS PRIOR TO THE ISSUANCE FOR THE CERTIFICATE OF OCCUPANCY.
3. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AND VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES PRIOR TO THE START OF WORK.
4. CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY SETTLING DUE TO EXCAVATION AND TRENCHING.
5. CONTRACTOR SHALL PROTECT AND PRESERVE ALL EXISTING ADJACENT PROPERTY'S AMENITIES / IMPROVEMENTS, UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY DAMAGE DUE TO PROJECT'S CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIR TO UTILITIES, ADJACENT LANDSCAPE, AND THE SUBCONTRACTOR'S OPERATIONS DURING CONSTRUCTION AND / OR THE SPECIFIED MAINTENANCE PERIOD. THE CONTRACTOR SHALL FULLY COMPENSATE THE OWNER FOR ANYTHING DISTURBED AND / OR DESTROYED THAT IS NOT DESIGNATED FOR DEMOLITION.
7. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.
8. SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.
9. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED PRIOR TO CONSTRUCTION SHALL BE COLLECTED, SAVED AND PROTECTED FOR LATER USE ON AREAS REQUIRING REVEGETATION (SEED) AND / OR LANDSCAPING.
10. ALL LANDSCAPE AREAS SHALL RECEIVE SOIL PREPARATION AT A RATE OF (3) THREE CUBIC YARDS PER 1,000 SQUARE FEET.
11. COMPOSITE EDGER SHALL BE PROVIDED AROUND ALL PLANTING BEDS ADJACENT TO TURF AREAS. EDGER SHALL BE GALVANIZED STEEL, ROLLED TOP EDGE, AND INTERLOCKING. EDGER IS NOT NECESSARY ADJACENT / PARALLEL / NEXT TO CURBS, WALLS, AND WALKS.
12. ALL PLANTING BEDS SHALL BE COMPLETED WITH A (4") DEPTH OF ROCK MULCH: PIONEER SAND'S FOOTHILLS COBBLESTON, 2"-4" SIZE, OVER WEED BARRIER. ALL RAISED PLANTERS SHALL BE COMPLETED WITH A (4") DEPTH OF ROCK MULCH: PIONEER SAND'S WHITE RIVER ROCK, 1 1/2"-2" SIZE.
13. ALL PLANT OF THE SAME SPECIES AND SIZE SHALL HAVE MATCHING HEIGHT AND FORM, UNLESS OTHERWISE NOTED. ALL PLANTS SHALL CONFORM TO THE "AMERICAN NURSERYMAN ASSOCIATION" STANDARD FOR NURSERY STOCK.
14. ALL PLANTS SHALL BE PLANTED USING AND EQUALLY SPACED TRIANGULAR PATTER, UNLESS OTHERWISE NOTE AND / OR SHOWN ON THE LANDSCAPE DRAWINGS.
15. CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND / OR THE CITY / COUNTY PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN THE CONTRACTORS LIABILITY TO RELOCATE OR REPAIR.
16. THE FINAL LOCATION OF ALL PLANTS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AND THE TOWN PRIOR TO INSTALLATION.
17. CONTRACTOR SHALL PROVIDE AT LEAST A ONE YEAR WARRANTY FOR ALL PLANT MATERIAL FROM THE DATE OF FINAL INSPECTION, UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT, OWNER, OR CITY / COUNTY.
18. FOR TREES NOT IN PLANTED BEDS, ALLOW A 4'-0" DIAMETER BED (TREE RING) WITHOUT SOD AROUND ROOT COLLAR. APPLY A 3" DEPTH SHREDDED CEDAR MULCH AROUND COLLAR FOLLOWING SOD INSTALLATION. NO LANDSCAPE FABRIC OR EDGER IS NECESSARY FOR TREE RINGS.
19. ALL CITY OWNED IMPROVEMENTS WILL BE CONSISTENT WITH THE CITY'S STANDARD SPECIFICATIONS.
20. ALL PLANTS SHALL BE MAINTAINED CONTINUALLY IN A HEALTHY CONDITION IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL HORTICULTURAL STANDARDS AND PRACTICES. PLANTS THAT DIE OR UNHEALTHY SHALL BE REPLACED. REGULAR PRUNING AND TRIMMING SHALL APPLY TO MAINTAIN HEALTH AND ATTRACTIVE APPEARANCE AND TO PERMIT THE PLANTS TO ACHIEVE THEIR INTENDED FORM AND HEIGHT. LANDSCAPE AREAS SHALL REMAIN FREE OF WEEDS, LITTER, JUNK, RUBBISH AND OTHER NUISANCES AND OBSTRUCTIONS. TO PREVENT WEED GROWTH, EROSION AND BLOWING DUST, AREAS NOT COVERED BY VEGETATION SHALL BE COVERED WITH MULCH, WOOD OR BARK CHIPS, OR DECORATIVE ROCKS OR COBBLE, OR SIMILAR NATURAL MATERIALS PROVIDING A CLEAN, UNIFORM APPEARANCE.
21. DEAD PLANT MATERIALS SHALL BE REMOVED AND REPLACED WITH HEALTHY PLANTING MATERIALS OF COMPARABLE SIZE AND SPECIES THAT MEET THE ORIGINAL INTENT OF THE APPROVED LANDSCAPE DESIGN WITHIN FORTY-FIVE (45) DAYS OF THEIR DEATH, UNLESS SEASONAL CONDITIONS PROHIBIT REMOVAL AND REPLACEMENT. IN SUCH CASE, THE REMOVAL AND REPLACEMENT SHALL OCCUR WITHIN A REASONABLE PERIOD OF TIME APPROVED BY THE TOWN.
22. NONLIVING LANDSCAPE MATERIALS SUCH AS ROCK, STONE, BARK CHIPS AND SHAVINGS WHICH NO LONGER COVER THE AREA IN WHICH THEY WERE ORIGINALLY DEPOSITED SHALL BE REGULARLY REPLENISHED TO MAINTAIN THE FULL COVERAGE TO A MINIMUM DEPTH OF THREE (3) INCHES FOR ROCK MULCHES AND FOUR (4) INCHES FOR WOOD MULCH.
23. LANDSCAPING STRUCTURAL FEATURES (E.G. , FENCING, WALLS, PLANTER BOXES) AND SITE FURNISHINGS SHALL BE MAINTAINED IN A SOUND, STRUCTURAL AND ATTRACTIVE CONDITION.
24. IRRIGATION SYSTEMS ARE TO BE MONITORED AND ADJUSTED PERIODICALLY TO ENSURE THAT THE WATER DEMANDS OF ALL PLANT MATERIALS ARE BEING MET.
25. IRRIGATION SYSTEM REPAIRS SHALL BE MADE WITHIN SEVEN (7) DAYS OF DISCOVERY OF DAMAGE, UNLESS SEASONAL CONDITIONS PROHIBIT REPAIRS.
26. LANDSCAPED AREAS SHALL BE FREE FROM TRASH AND DEBRIS.
27. FAILURE TO REPLACE DEAD LANDSCAPE MATERIALS WITHIN A REASONABLE PERIOD OF TIME, AS SPECIFIED IN PARAGRAPH (2) ABOVE, SHALL BE CONSIDERED A VIOLATION OF THE SITE PLAN APPROVAL AND IS SUBJECT TO THE ENFORCEMENT AND PENALTY PROVISIONS OF THIS TITLE.
28. CONTRACTOR IS RESPONSIBLE FOR OWN QUANTITY TAKE-OFF. IF A DISCREPANCY EXISTS BETWEEN THE PLAN AND PLANT LIST, THE PLAN SHALL PREVAIL.

No.:	Description:	Date:
1	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MARS DEVELOPMENT, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80138

MACK LAND
1870 Dayton Street, Unit 2 Drive
Golden, CO 80401
P 303.668.8922
F 888.712.3001
MACK
www.macklandllc.com

SITE PLAN
LANDSCAPE PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: KCV	Date: 11/13/2017
Drawn By: KCV	Eng. No.: E-009-17
Checked By: JDT	Project No.: 1195.2
File Name:	Sheet No.:

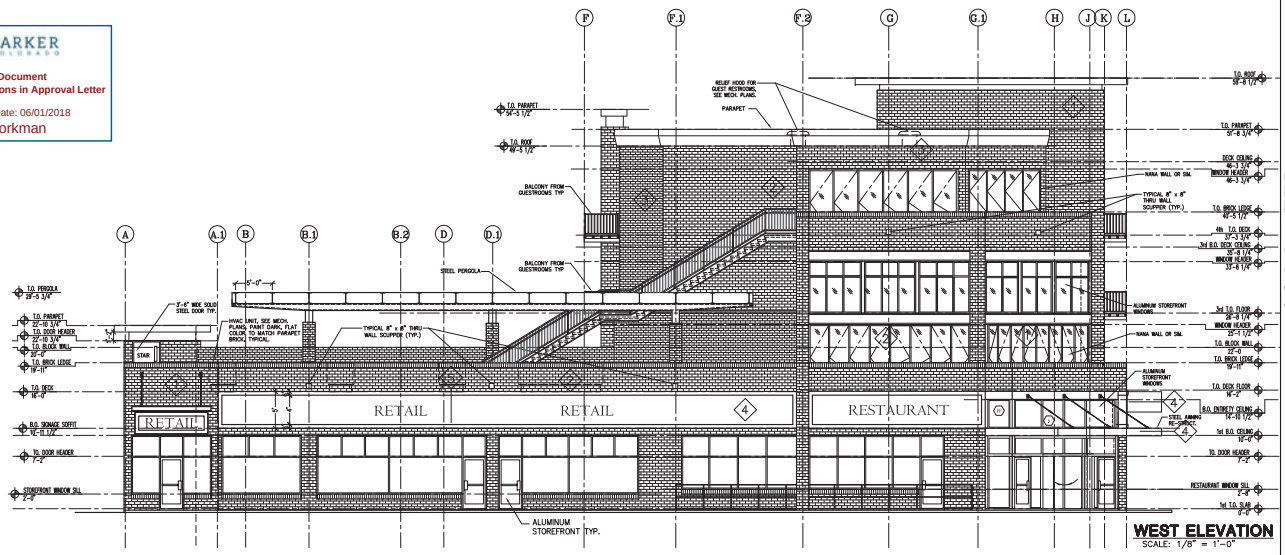
PARKER COLORADO

Final Document
Subject to Conditions in Approval Letter

Approved Date: 06/01/2018
P.Workman

EXTERIOR ELEVATIONS LEGEND

1	GENERAL SHALE "OLD WATERLODGE"
2	GENERAL SHALE "BARRINTON"
3	GENERAL SHALE "OLD CARBONDALE"
4	METAL SALES CO. DARK BRONZE
5	METAL SALES CO. "OLD ZINC GREY"
6	TMS LIGHTING "FORTE"
7	BEGAS-US "BOOM 1218"
8	BEGAS-US "6641"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

ASSOCIATED ARCHITECTS
P.O. BOX 33034
DENVER, COLORADO 80233
PHONE: (303) 691-5353
FAX: 303.691.5353
EMAIL: AA@ASSOCIATEDARCHITECTS.NET

NEW RESTAURANT, RETAIL SPACE & 51 RM BOUTIQUE HOTEL FOR:

MAIN STREET PIER, LLC.

18595 MAINSTREET
PARKER, CO 80134.

REVISIONS
1 11/20/17
2 12/14/17
3 02/21/18
4 02/22/18
5 04/09/18
6 04/24/18

DATE: 11/15/17
DRAWN: PP/LW
PROJECT NO.: 16001
TITLE: ELEVATIONS
DWG FILE: 16001-ELEVATIONS
SHEET NO.:

A3.1

EXTERIOR ELEVATIONS LEGEND

1. GENERAL SHALE "OLD WATERLODGE"
2. GENERAL SHALE "BARRINTON"
3. GENERAL SHALE "OLD CARBONDALE"
4. METAL SALES CO. DARK BRONZE
5. METAL SALES CO. "OLD ZINC GREY"
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7. BEGAS-US "BOOM 1218"
8. BEGAS-US "6641"

WEST ELEVATION

PARKER COLORADO

Final Document
Subject to Conditions in Approval Letter

Approved Date: 06/01/2018
P.Workman

SOUTH ELEVATION

ASSOCIATED ARCHITECTS
P.O. BOX 39034
DENVER, COLORADO 80239
PHONE: (303) 641-5953
FAX: (303) 641-5016
EMAIL: AA@ASSOCIATEDARCHITECTS.NET

NEW RESTAURANT, RETAIL SPACE AND 51 RM BOUTIQUE HOTEL FOR:

MAIN STREET PIER, LLC.

SE CORNER OF TWENTY MILE RD & STAGE RUN RD
PARKER, CO 80134.

REVISIONS

DATE: 09/18/17
DRAWN: PP/LW
PROJECT NO.: 16001
TITLE:

DHD FILE:

SHEET NO.:

A3.1

EXTERIOR ELEVATIONS LEGEND

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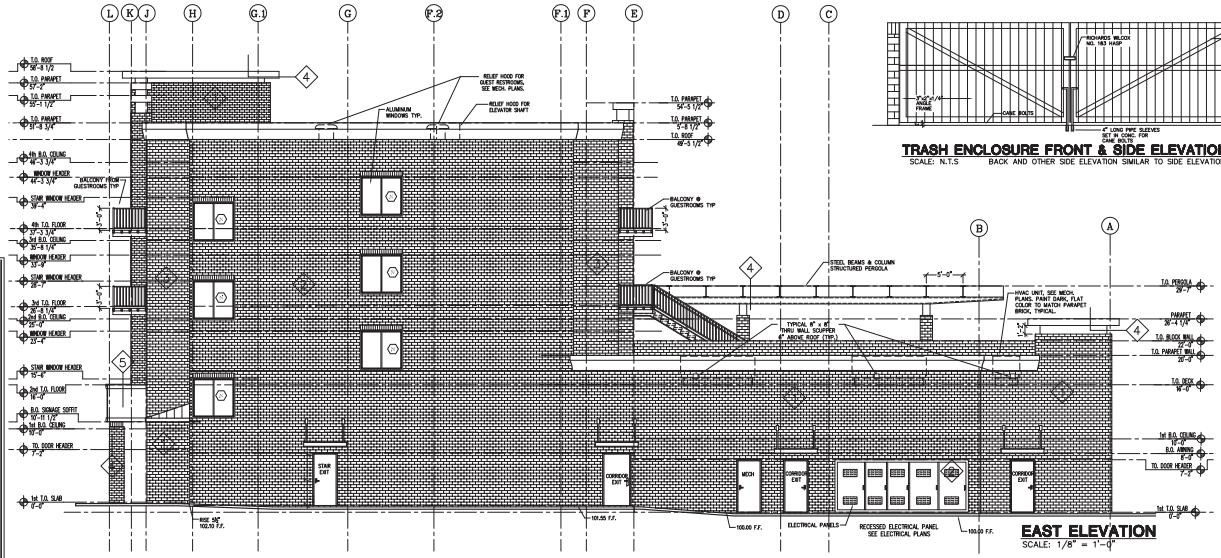
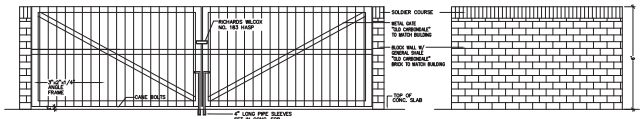
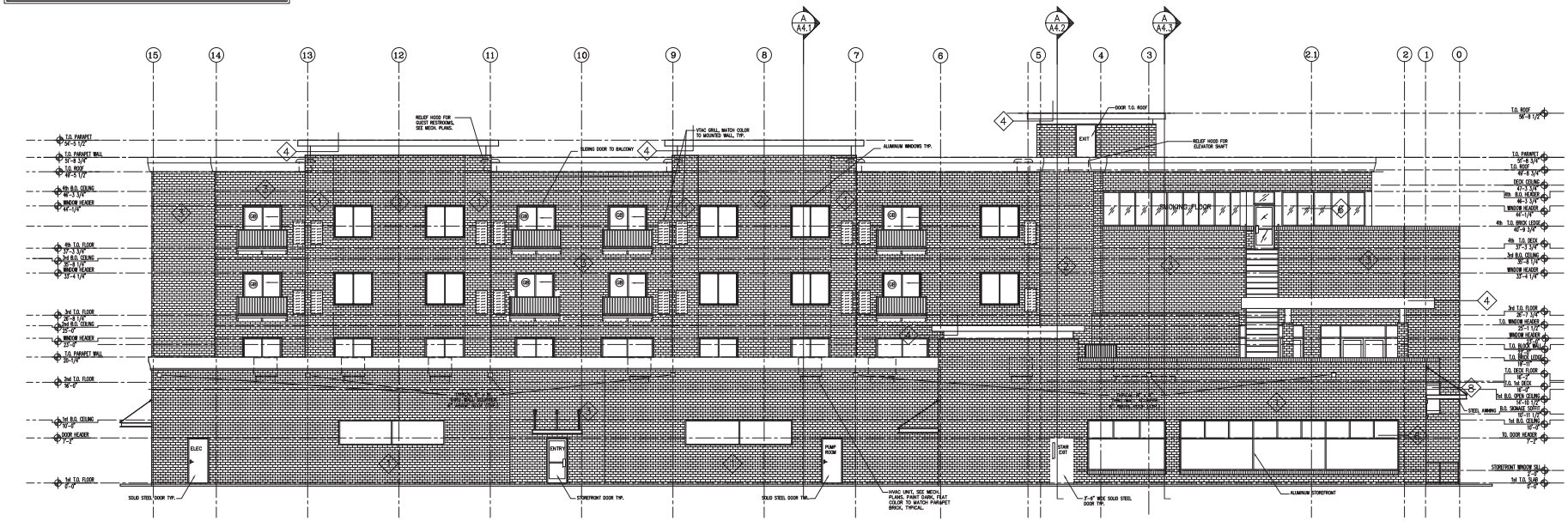


EAST ELEVATION
SCALE: 1/8" = 1'-0"



TRASH ENCLOSURE FRONT & SIDE ELEVATION
SCALE: N.T.S BACK AND OTHER SIDE ELEVATION SIMILAR TO SIDE ELEVATION SHOWN ABOVE.



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

PARKER COLORADO

Final Document
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Approved Date: 06/01/2018
P.Workman

ASSOCIATED ARCHITECTS
P.O. BOX 33034
DENVER, COLORADO 80233
PHONE: (303) 691-5353
FAX: (303) 691-5353
EMAIL: AA@ASSOCIATEDARCHITECTS.NET

NEW RESTAURANT, RETAIL SPACE & 51 RM BOUTIQUE HOTEL FOR:

MAIN STREET PIER, LLC.

18595 MAINSTREET
PARKER, CO 80134.

REVISIONS
1 11/20/17
2 12/14/17
3 02/21/18
4 02/22/18
5 04/09/18
6 04/24/18

DATE: 11/15/17
DRAWN: PP/LW
PROJECT NO.: 16001
TITLE: ELEVATIONS
DWG FILE: 16001-ELEVATIONS
SHEET NO.: A3.2

EXTERIOR ELEVATIONS LEGEND

1. GENERAL SHALE "OLD WATERLODGE"
2. GENERAL SHALE "BARRINTON"
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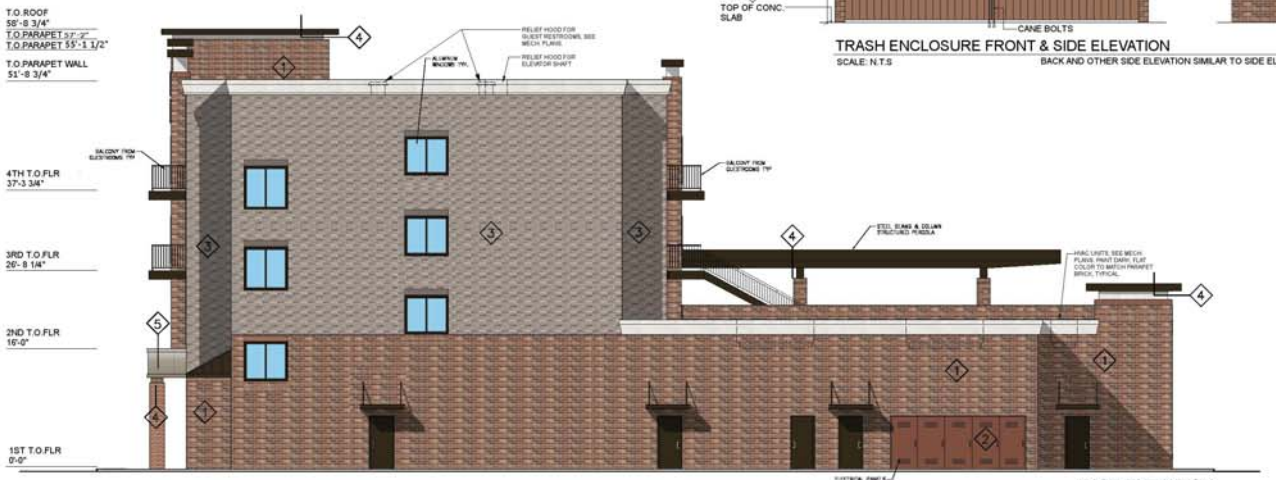

EAST ELEVATION
SCALE: 1/8" = 1'-0"

TRASH ENCLOSURE FRONT & SIDE ELEVATION
SCALE: N.T.S
BACK AND OTHER SIDE ELEVATION SIMILAR TO SIDE ELEVATION SHOWN ABOVE.

NORTH ELEVATION
SCALE: 1/8" = 1'-0"

PARKER COLORADO

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ASSOCIATED ARCHITECTS
P.O. BOX 39034
DENVER, COLORADO 80233
PHONE: (303) 641-3553
FAX: (303) 641-3556
EMAIL: AAA@ASSOCIATEDARCHITECTS.NET

NEW RESTAURANT, RETAIL SPACE AND 51 RM BOUTIQUE HOTEL FOR:

MAIN STREET PIER, LLC

SE CORNER OF TWENTY MILE RD & STAGE RUN RD
PARKER, CO 80134.

REVISIONS

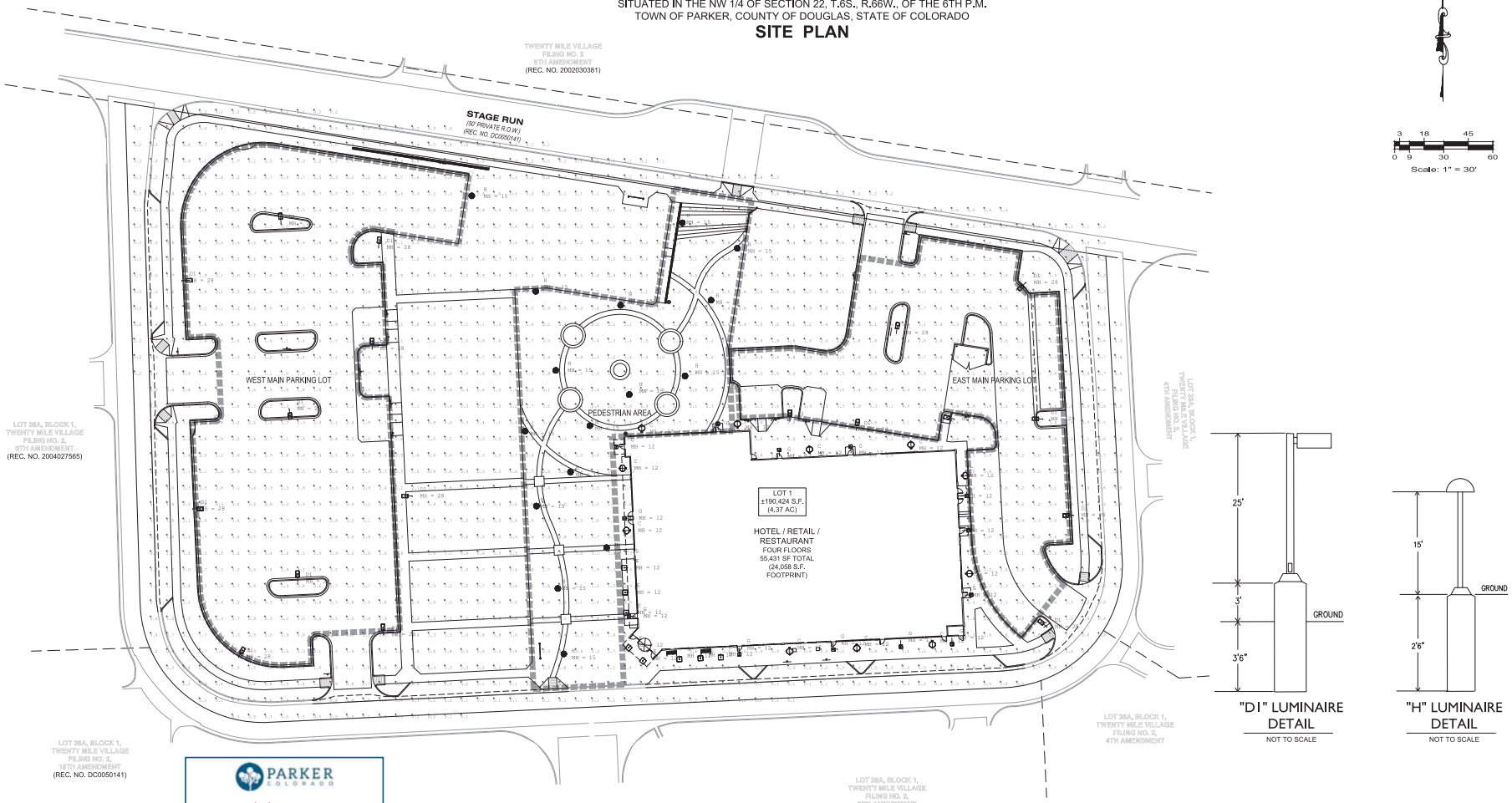
DATE: 09/29/17
DRAWN: PP/LW
PROJECT NO.: 16001
TITLE: ELEVATIONS
DWG FILE: 16001-ELEVATIONS
SHEET NO.:

A3.2

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN



3 18 45
0 9 30 60
Scale: 1" = 30'

"D1" LUMINAIRE DETAIL
NOT TO SCALE

"H" LUMINAIRE DETAIL
NOT TO SCALE

PARKER COLORADO

Final Document
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Approved Date: 06/01/2018
P.Workman

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	18	D1	SINGLE	N.A.	0.900	CLI-60L-8K-1 SPAULDING SINGLE ON 25' POLE ON 3' BASE
	11	C	SINGLE	N.A.	0.400	GH-1/C-1BLUE-FORTE 80Q LUMENIUM
	13	G	SINGLE	281.89	0.900	MPOLEDRM140SK BIEBER ILLUMINATION
	16	H	SINGLE	4450	0.900	ST CROIX DL-S-40W-3K-500 ON 15' POLE ON FLAT BASE
	8	K	SINGLE	N.A.	0.900	LBSLEDA1LU30K3 MH RECESS

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min
EAST MAIN PARKING LOT 1	Illuminance	Fc	2.84	4.4	1.1	4.00	2.58
PEDESTRIAN AREA	Illuminance	Fc	2.29	5.0	1.0	5.00	2.29
WEST MAIN PARKING LOT	Illuminance	Fc	2.32	4.0	1.0	4.00	2.32

FOOTCANDLE LEVELS ARE NOT GUARANTEED. THEY ARE COMPUTER GENERATED ESTIMATES OF LIGHT LEVELS.

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES TO BE LOCATED AND MARKED.SHOWN ON T.HE PLANS SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTENCE, LOCATION, AND AND DEPTH OF ALL EXISTING UTILITIES. ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

Know what's **below.**
Call before you dig.
811 CALL 811
WWW.CALL811.COM
1-800-922-1987

TOWN SIGNATURE BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEER CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON-SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED, AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING _____ DATE _____

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
CIVIL ENGINEERS | LAND SURVEYORS
14190 East Evans Avenue
Aurora, Colorado 80014
engineering@escnco.com
P 303.337.1393
F 303.337.7481
T-F 1.877.213.8609

SITE PLAN
PHOTOMETRIC PLAN
LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: CMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=30'

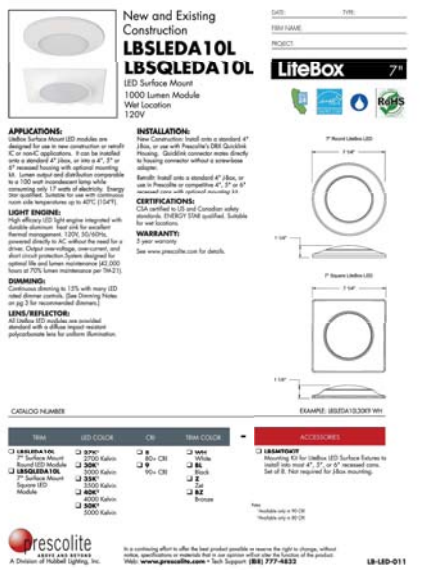
15 OF 17 (P101)

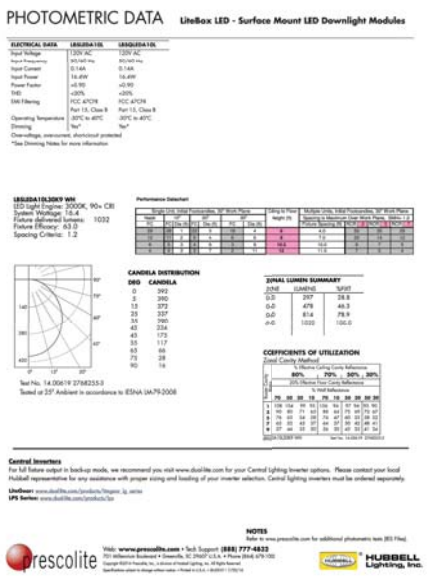
N:\Active Projects\Parker\Twenty Mile Village\Filing 2\11th Amd\DWG\SITE\PHOTOMETRIC\Twenty Mile Village_11th Amd_Compare.DWG

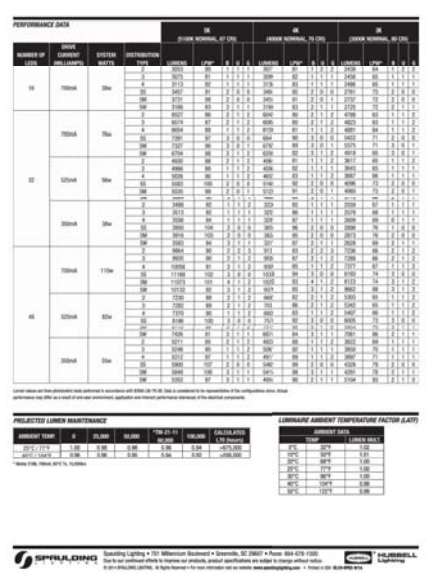
THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN







PARKER COLORADO

Final Document
Subject to Conditions in Approval Letter

Approved Date: 06/01/2018
P.Workman

TOWN SIGNATURE BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEER CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON-SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED, AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING — DATE

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:

MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
CIVIL ENGINEERS | LAND SURVEYORS
14190 East Evans Avenue
Aurora, Colorado 80014
engineeringservicesco.com
P 303.337.1393
F 303.337.7481
1-800-337-3059
1-877-233-3059

SITE PLAN
PHOTOMETRIC DETAILS

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SE CORNER OF TWENTY MILE ROAD & STAGE RUN

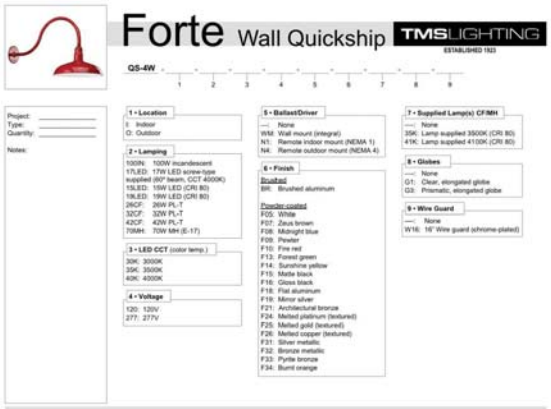
Designed By:	CMA
Drawn By:	SLH
Checked By:	JOT
Field Book No.:	
Date:	05/15/2018
Eng.No.:	E-009-17
Project No.:	1195.2
Scale:	1"=30'

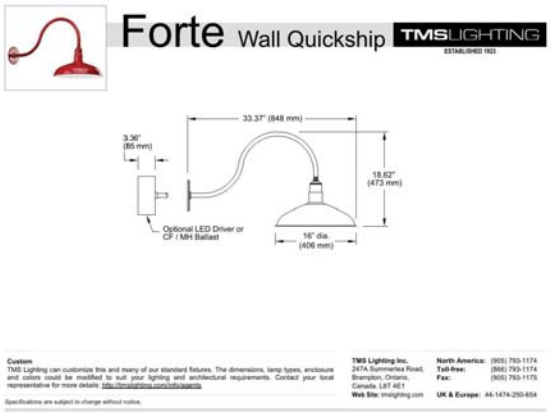
16 OF 17 (P150)

THE GROVE

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN





PARKER
COLORADO

Final Document
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TOWN OF PARKER, DIRECTOR OF ENGINEERING _____ DATE _____

No.	Description:	Date:
	INITIAL MUNICIPAL APPROVAL	05/15/18

Prepared For:
MAIN STREET PIER, LLC
19284 COTTONWOOD DRIVE SUITE 203
PARKER, COLORADO 80139

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engineering@escco.com
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TOLL FREE 1-877-273-8659

SITE PLAN
PHOTOMETRIC DETAILS

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SE CORNER OF TWENTY MILE ROAD & STAGE RUN

Designed By: CMA	Date: 05/15/2018
Drawn By: SLH	Eng.No.: E-009-17
Checked By: JOT	Project No.: 1195.2
Field Book No.:	Scale: 1"=30'

17 OF 17 (P151)

EXHIBIT B

Ref #2018041084, Date: 7/9/2018 12:56 PM, Pages: 1 of 2 ,RECORDING $23.00 0
Electronically Recorded Douglas County, CO. Merlin Klotz, Clerk and Recorder

TWENTY MILE VILLAGE FILING NO. 2, 12TH AMENDMENT

A REPLAT OF LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

4.3715 ACRES - 2 LOTS

LEGAL DESCRIPTION:

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT, SITUATED IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, BLOCKS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **TWENTY MILE VILLAGE FILING NO. 2, 12TH AMENDMENT**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ACKNOWLEDGMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER:

PARKER MAINSTREET PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: SA Grove
STEPHEN A. GROVE, MANAGER

NOTARY:

STATE OF Colorado)
) SS
COUNTY OF Arapahoe)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF July, 20 18, BY STEPHEN A. GROVE.

WITNESS MY HAND AND OFFICIAL SEAL:

Beth A. Miller
NOTARY PUBLIC

BETH A. MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954017857
MY COMMISSION EXPIRES NOV. 9, 2019

MY COMMISSION EXPIRES: 11-09-19

BENEFICIARIES:

GROVE FAMILY INVESTMENTS, L.P.

BY: SA Grove
STEPHEN A. GROVE

NOTARY:

STATE OF Colorado)
) SS
COUNTY OF Arapahoe)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF July, 20 18, BY STEPHEN A. GROVE.

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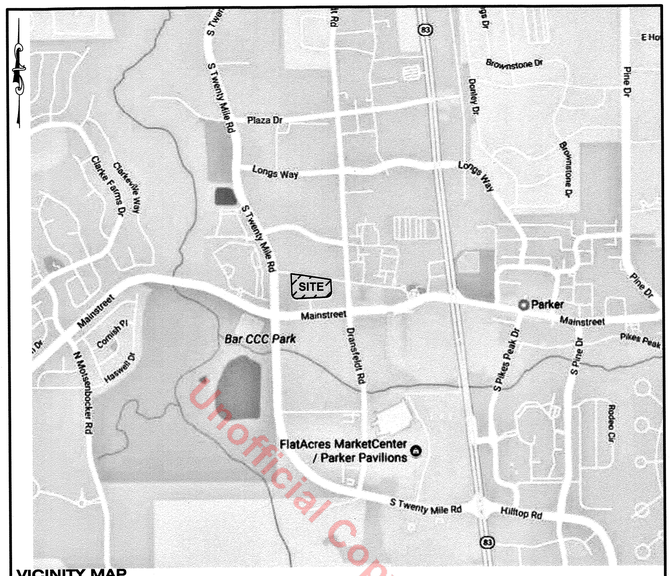

VICINITY MAP
SCALE: 1"=1000'

Unofficial Copy

GENERAL NOTES:

1. THE PURPOSE OF THIS REPLAT IS TO CONVERT EXISTING LOT 31A INTO TWO LOTS.
2. THIS SURVEY WAS BASED ON TITLE REPORT NUMBER N0017886-020-JY-SC PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF MAY 24, 2018 AT 8:00 A.M., AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
3. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK 1, OF THE TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT SUBDIVISION PLAT BEARING S81°08'45"E AS REFERENCED ON SAID PLAT AND BOUNDED BY THE MONUMENTS SHOWN HEREON.
4. BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08035C0069F WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2005. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
5. ALL UNITS ARE IN U.S. SURVEY FEET.
6. PSCO LICENSE AGREEMENTS: THESE ARE DEPICTED ON THE PLAT OF TWENTY MILE VILLAGE FILING NO. 2, 9TH AMENDMENT, RECORDED JULY 17, 2013 AT RECEPTION NO. 2013059408. NO LICENSE DOCUMENTATION IS WAS PROVIDED IN THE TITLE COMMITMENT. INTERESTED PARTIES ARE DIRECTED TO CONTACT THE PUBLIC SERVICE COMPANY OF COLORADO AT (303) 671-3932 FOR FURTHER INFORMATION.
7. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
8. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
9. PUBLIC ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE PROPERTY FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THE PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THE PROPERTY BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND INTERNAL ROADWAYS FOR PUBLIC ACCESS PURPOSES.
10. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND PROBATIONALLY ACCEPTED IN WRITING BY THE TOWN.
11. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED IN WRITING BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT ORDINANCE.
12. THIS PLAT IS SUBJECT TO PERPETUAL, NONEXCLUSIVE CROSS-PARKING EASEMENTS FOR THE BENEFIT OF ALL LOTS DESCRIBED HEREIN FOR THE SHARED USE OF ALL PARKING SPACES SITUATED ON THE PROPERTY DESCRIBED HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.

SURVEYOR CERTIFICATION:

I, BRETT L. MILLER, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF **TWENTY MILE VILLAGE FILING NO. 2, 12TH AMENDMENT** WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 12TH DAY OF SEPTEMBER, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS 5th DAY OF July, 20 18.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
BRETT L. MILLER
SURVEYOR NO. 27609
FOR AND ON BEHALF OF ENGINEERING SERVICE COMPANY

COLORADO REGISTERED BRETT L. MILLER 27609 7.5.18 PROFESSIONAL LAND SURVEYOR

TITLE VERIFICATION:

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

DEED OF TRUST recorded 9.26.16 - Reception # 2016067169

COMMONWEALTH LAND TITLE INSURANCE COMPANY — DATE 7.5.18

NOTARY:

STATE OF Colorado)
) SS
COUNTY OF Denver)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF July, 20 18 BY Stephen W Boyka OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

VICTORIA HACK
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20174001307
My Commission Expires 1/11/2021

MY COMMISSION EXPIRES: 1/11/21

TOWN APPROVAL:

LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2018033808.

DIRECTOR OF PUBLIC WORKS/ENGINEERING — 07/06/18

PLANNING DIRECTOR — 7/6/18

CLERK AND RECORDER:

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS 9th DAY OF July, 20 18 A.D., AT 12:56 A.M. (P.M.) AND WAS RECORDED AT RECEPTION NUMBER 2018041084.

COUNTY CLERK AND RECORDER — Kristy Mann Deputy

DOUGLAS COUNTY COLORADO SEAL EST. 1874

OWNER/APPLICANT:
PARKER MAINSTREET PARTNERS, LLC
ATTN: MITCH TREVEY
875 POPLAR AVE, STE 23, #339
COLLIERVILLE, TN 38017
PHONE: (303) 841-1400

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
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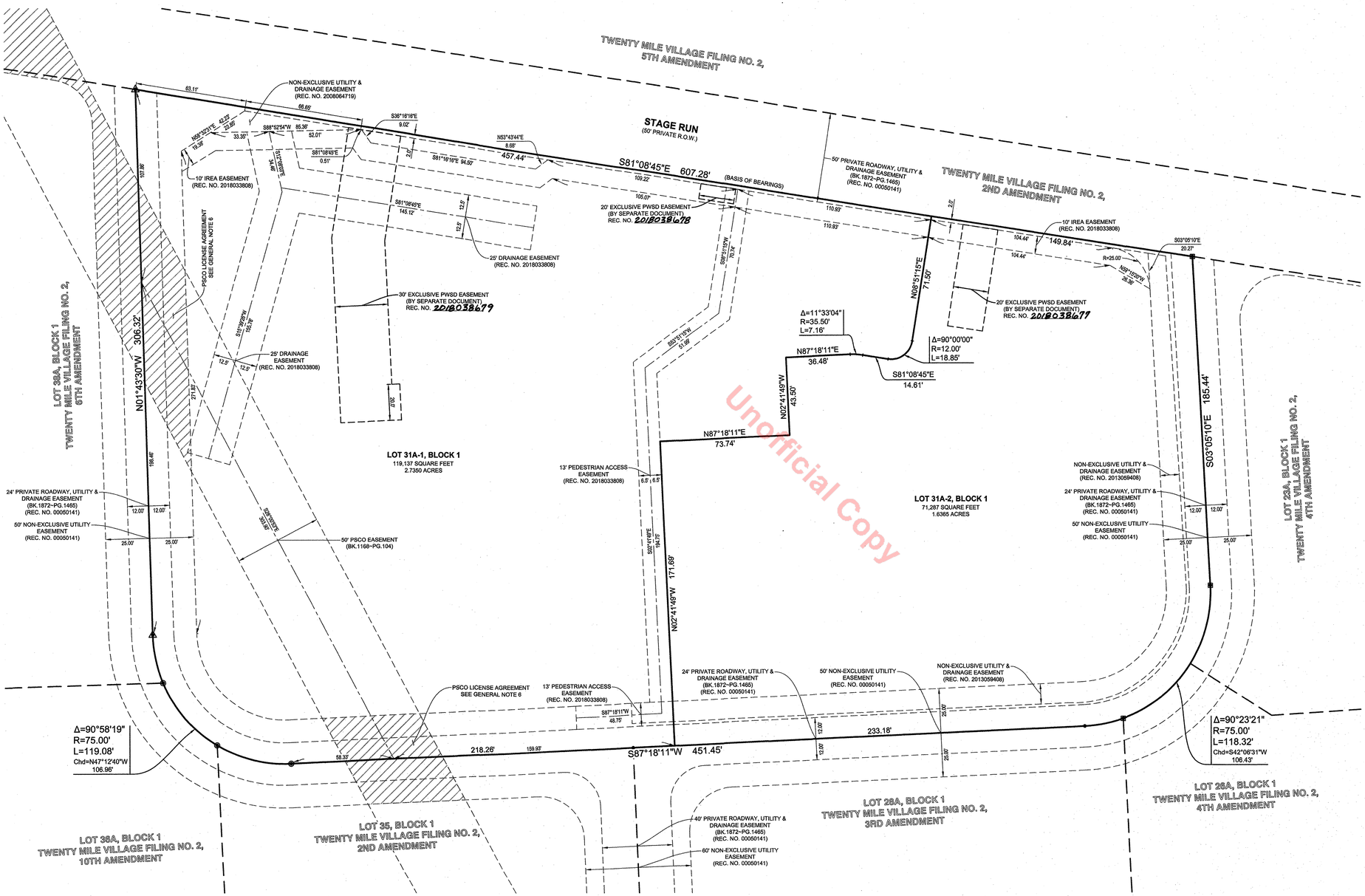
T/F 1.877.273.0659

Survey No.	Project No.	Date	Revised	Sheet
18085-P	1179.08	06/08/2018	07/03/2018	1 OF 2

G:\work files\Projects\1179.08 - TCV Parker - 20th Subdivision\Survey\Plat\Plat 2 Sheet.dwg, 7/3/2018 12:56:52 PM, Brett Miller, 1:1, Layout: 1 - 18x24 Portrait, DWG To PDF.pc3

TWENTY MILE VILLAGE FILING NO. 2, 12TH AMENDMENT

A REPLAT OF LOT 31A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 11TH AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 22, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2



Unofficial Copy

3 18 45
0 9 30 60
Scale: 1" = 30'

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT/PARCEL LINES
- EXISTING EASEMENT LINE
- R.O.W. — RIGHT-OF-WAY
- L.S. NO. — LAND SURVEYOR NUMBER
- REC. NO. — RECEPTION NUMBER
- FOUND REBAR & 1" RED PLASTIC CAP OR NAIL & 1" BRASS TAG L.S. NO. 23524
- FOUND NAIL & 1" BRASS TAG L.S. NO. 29028
- FOUND NAIL & 1" BRASS TAG L.S. NO. 23516
- FOUND 2" ALUMINUM CAP L.S. NO. 8141 IN RANGE BOX

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
27609
7-5-18

OWNER/APPLICANT:
PARKER MAINSTREET PARTNERS, LLC
ATTN: MITCH TREVEY
875 POPLAR AVE, STE 23, #339
COLLIERVILLE, TN 38017
PHONE: (303) 841-1400

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Survey No.:	Project No.:	Date:	Revised:	Sheet:
18085-P	1179.08	06/08/2018	07/03/2018	2 OF 2

File Name: K:\Projects\AAA B Proj - LLC\Parker - 2084 Ken\DOCS\Plat\12th Amendment\Twenty Mile Rd 6 Stage Run - 12th Amend\Plat.dwg Plot Date: 7/5/2018 Created by: ESC

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.540 - Second Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2020 Budget Year
Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

2019 Budget Year

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

2020 Budget Year

Assessed Valuation	$906,911,607
Mill Levy	2.602
Property Tax Revenue	$2,359,784

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus inflation does not apply. We cannot increase the mill levy without a vote of the citizens; therefore, we will continue to use the rate of 2.602 mills.

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

FINANCIAL IMPACT

The budgeted property tax revenue for 2020 is $2,359,784.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.540

RECOMMENDED MOTION

I move to approve Ordinance No. 1.540 on second reading.

ORDINANCE NO. 1.540 , Series of 2019

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

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

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is $2,359,784;

WHEREAS, the 2019 valuation for assessment for the Town of Parker, as certified by the County Assessor, is $906,911,607;

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

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

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

When new property is included within the legal boundaries of the Town, either at the time of the initial incorporation of the Town or when new land is annexed into the Town, those properties must undertake an initial zoning process to be placed within one of the Town's zoning districts, in accordance with the requirements of the Land Development Ordinance. However, during the initial zoning process, the possibility of procedural defects could result in instances where

properties seeking initial placement into a zoning district might not be included within a zoning district, which defects might be related to notice and hearing procedures, surveying errors, court orders invalidating the Town's zoning procedures, or the inability of the zoning ordinance to receive the required number of votes for passage by the Town Council. The Town has recently been made aware of properties that are not included in a zoning district.

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

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

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 3.352.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.352.1 on second reading.

ORDINANCE NO. 3.352.1 , Series of 2019

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

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

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

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

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

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

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

ORDINANCE NO. 3.352, Series of 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the publication of an agenda that contains the title to this Ordinance in a newspaper of local circulation prior to first and final reading of this Ordinance creates a financial burden on the Town and that the title to this Ordinance was posted in two (2) public places two (2) days before the Town Council meeting to the extent required by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

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

Reviewed By: Michelle Kivela, Town Administrator

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

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

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 8.30

RECOMMENDED MOTION

I move to approve Ordinance No. 8.30 on second reading.

ORDINANCE NO. 8.30 , Series of 2019

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

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

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

4.08.030 Definitions.

* * *

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

* * *

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

4.08.080 Certain properties exempt from fee.

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

(1) All public park land and open space;

(2) All public or private ponds, lakes, reservoirs, rivers, creeks, natural water courses or irrigation ditch/canal rights-of-way;

(3) All public ~~**or private**~~ streets, highways, rights-of-way and alleys;

(4) All private streets, rights-of-way and alleys; provided however, adjacent on-street parking and sidewalks shall not be exempt;

(**4**~~**5**~~) All railroad rights-of-way;

(~~**5**~~**6**) All cemeteries;

(~~**6**~~**7**) Golf courses; and

(~~7~~**8**) All real property located within the A-Agricultural District as described in Section 13-04-050 of this Code.

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

4.08.100 Delinquency and collection.

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

* * *

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

4.08.120 Review by Town Council.

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

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

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

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 ACG, LLC (the "Buyer") to purchase the Schoolhouse Gym Property (the "Property"). The material terms of the Agreement are summarized as follows:

1. Purchase Price: $330,000 (the listing price is $375,000).

2. Reimbursement: In addition to the purchase price, the Buyer will pay the Town $81,185.25 for waterline improvements.

3. Use of the Property: The Agreement provides that the "Buyer (will) construct and operate a restaurant and tavern on the Property."

4. Deed Restrictions: In addition to the initial development of the Property, the Property is to be "used solely for the following specific uses . . . retail shopping establishments; specialty goods; grocery store; restaurant (with indoor and outdoor seating) with or without liquor lounge, bar, or microbrewery." In the event this restriction is violated, the Town has the right to repurchase the Property for fair market value.

5. Maintenance Covenant. The Buyer is required to maintain and repair "all landscaping on the

Property in a good and safe condition . . . in a manner and custom in keeping with . . . similar improvements in Historic Center of the Greater Downtown Zoning District."

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

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

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.541

RECOMMENDED MOTION

I move to approve Ordinance No. 1.541 on second reading.

ORDINANCE NO. 1.541, Series of 2019

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement for the Purchase and Sale of Land by and between the Town of Parker and ACG, LLC, concerning Lot 1B, Mainstreet Center 1st Amendment (the Schoolhouse gym property), which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT FOR SALE AND PURCHASE OF LAND

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

ARTICLE 1
AGREEMENT TO SELL AND PURCHASE PROPERTY

1.1 Effective Date. After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town of Parker (the "**Town**") for approval. If the Town Council adopts an ordinance approving the sale of the Property to Buyer on the terms and conditions contained herein and any legal challenges regarding the Town Council's ordinance have been defeated or the time for bringing any such action has expired, then this Agreement will be executed by Seller. This Agreement shall become effective only if it is executed by Seller and then as of the date that is ten days after official publication of the ordinance approving this Agreement (the "**Effective Date**"). Seller will provide Buyer with a copy of the Affidavit of Publication for such ordinance, and Seller and Buyer promptly will confirm the Effective Date in writing. If the Effective Date has not occurred on or before January 2, 2020, then Buyer shall be deemed to have rescinded its offer to purchase the Property and this Agreement shall be deemed null and void and of no further force and effect.

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

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

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

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

ARTICLE 2
PURCHASE PRICE

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

AGREEMENT FOR SALE AND PURCHASE OF LAND

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

ARTICLE 1
AGREEMENT TO SELL AND PURCHASE PROPERTY

1.1 Effective Date. After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town of Parker (the "**Town**") for approval. If the Town Council adopts an ordinance approving the sale of the Property to Buyer on the terms and conditions contained herein and any legal challenges regarding the Town Council's ordinance have been defeated or the time for bringing any such action has expired, then this Agreement will be executed by Seller. This Agreement shall become effective only if it is executed by Seller and then as of the date that is ten days after official publication of the ordinance approving this Agreement (the "**Effective Date**"). Seller will provide Buyer with a copy of the Affidavit of Publication for such ordinance, and Seller and Buyer promptly will confirm the Effective Date in writing. If the Effective Date has not occurred on or before January 2, 2020, then Buyer shall be deemed to have rescinded its offer to purchase the Property and this Agreement shall be deemed null and void and of no further force and effect.

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

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

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

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

ARTICLE 2
PURCHASE PRICE

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

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

2.2 Deposit. Within five (5) business days after the Effective Date, Buyer shall deliver, by wire transfer of funds to NCS Colorado, a division of Fidelity National Title Group; 8055 E. Tufts Ave., Suite 300, Denver, CO 80327; Attention Steve Boyka and Chandra Nay (Pl. 303-692-6784; emails sboyka@fnf.com and cnay@fnf.com) ("**Title Company**"), an earnest money deposit in the amount of Twenty Thousand Dollars ($20,000) (the "**Deposit**"). If Buyer CG completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement. Buyer and Seller shall deposit this Agreement with the Title Company for use as escrow instructions. Buyer and Seller further agree to execute Title Company's standard form of supplemental escrow instructions for transactions of the type contemplated in this Agreement, provided that no such provisions shall have the effect of modifying this Agreement unless it is so expressly stated and initialed by or on behalf of Buyer and Seller, and that for any conflict between the supplemental escrow instructions and this Agreement, the terms of this Agreement shall control.

2.3 Termination Rights Payment. As independent and additional consideration for the discretionary termination rights granted to Buyer hereunder, within five (5) business days after the Effective Date of this Agreement, Buyer shall pay to Seller directly the sum of One Thousand Dollars ($1,000) ("**Termination Rights Payment**"), which amount shall be credited to payment of the Purchase Price in the event of Closing but which shall otherwise be non-refundable to Buyer except in the event of breach of this Agreement by Seller.

2.4 Cash at Closing. At the consummation of the transaction contemplated by this Agreement (the "**Closing**"), the Purchase Price, less credits for the Deposit and the Termination Rights Payment, and subject to the adjustments and prorations provided for herein, will be paid by Buyer to Seller in immediately available funds, by the timely wiring of funds to the Title Company for disbursement to Seller on the Closing Date (as defined in Section 4.1 hereof).

ARTICLE 3
AFFIRMATIVE COVENANTS OF SELLER AND BUYER

3.1 Seller. Seller represents and covenants as follows:

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

(b) No Change. During the term of this Agreement, except as contemplated herein, Seller shall not modify any encumbrance or execute any agreement, lease, or instrument affecting the Property or title thereto and/or encumber, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion. The foregoing restriction, however, shall not apply with respect to any change resulting from any

Town resident initiated petition, litigation or other legal proceeding seeking or resulting in any change otherwise prohibited by this paragraph.

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

(d) OFAC.

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

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

3.2 Buyer. Buyer represents and covenants as follows:

(a) Authority. If Buyer is a juridical entity, it is duly organized and existing and in good standing under the laws of the state of its formation and is duly authorized to conduct business in the State of Colorado. Buyer has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is authorized to do so.

(b) Consents, Binding Obligations, Violations. All consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby (excluding any government or related development approvals relating to the Buyer's intended development of the Property) have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and will be valid,

legally binding obligations of and enforceable against Buyer in accordance with their terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Buyer is subject or by which Buyer is bound or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

(c) Opportunity to Investigate.

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

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

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

(d) OFAC.

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

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

ARTICLE 4
CLOSING

4.1 Closing. The Closing shall occur on the first business day that is at least fifteen days after expiration of the Permitting and Financing Deadline (as defined in Section 5.4 hereof), unless otherwise agreed by the parties (the "**Closing Date**"), provided that in no event shall the Closing Date be later than two hundred ten (210) days after the Effective Date (the "**Outside Closing Date**"). Closing will take place at the offices of Title Company on the Closing Date. Possession of the Property shall be delivered to Buyer upon Closing. If Closing does not occur by the Outside Closing Date as a result of any default of Buyer or Seller, the provisions of Article 6 hereof shall apply. If Closing does not occur by the Outside Closing Date as a result of any reason other than a default by Buyer or Seller, then this Agreement shall terminate as of the Outside Closing Date, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

4.4 Adjustments and Proratons. Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing and thereafter shall be paid by Buyer. There will be no prorations of water, sewer or other utility charges unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after the Closing Date. Buyer and Seller shall each pay one-half (½) of the Title Company's customary charges for escrow, document drafting, recording and miscellaneous charges, and any title or escrow cancellation fees. Seller shall pay for the documentary transfer fee and recording fee for the Deed. Seller shall pay for the Title Policy. Buyer shall pay all costs associated with any additional Title Policy endorsements and loan policy of title insurance and endorsements that Buyer and/or its lender may require, other than those that Seller has agreed to acquire in order to cure an Objection. The parties' obligations under this Section 4., to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter

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

(a) Record the Deed in the real estate records of the Clerk and Recorder of Douglas County, Colorado (the "**Records**")

(b) Deliver to Buyer: (i) the Deed, by causing it to be recorded in the Records and then delivered to Buyer after recording, with a copy to Seller; (ii) the Certificate of Non-

Foreign Status; (iii) the Seller's Certificate; (iv) Buyer's Settlement Statement; and (v) all other documents deliverable to Buyer as a result of Closing.

(c) Deliver to Seller: (i) the Purchase Price, after satisfying the Closing costs, prorations, and adjustments to be paid by Seller; (ii) Seller's Settlement Statement; and (iii) all other documents deliverable to Seller as a result of Closing.

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

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

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

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

4.7 Actions by Title Company as Escrow Agent.

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

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

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

ARTICLE 5
CONTINGENCIES

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

5.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Commitment, including any update thereof issued prior to expiration of the Permitting and Financing Deadline (as defined below), deemed unacceptable to Buyer in Buyer's sole discretion ("**Title Objections**"), provided that Buyer delivers written notice of such Title Objections on or before the date that is ten (10) business days after Buyer's receipt of the Commitment or update thereof, as applicable; otherwise any such Title Objections shall be deemed to be waived. If Buyer delivers in a timely manner written notice of any Title Objections, then Seller shall within ten (10) business days following receipt of any Title Objections from Buyer notify Buyer in writing ("**Seller's Response**") whether Seller elects, to: (i) cure any such Title Objections on or prior to the Closing Date, or (ii) not to cure any such Title Objections. In the event Seller fails to deliver Seller's Response to Buyer within such ten (10) business day period, Seller shall be deemed to have elected not to cure Buyer's Title Objections. If Seller's Response states that Seller elects not to cure any of Buyer's Title Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then, within ten (10) business days after delivery of Seller's Response, or the date of Seller's deemed election not to cure, as applicable, Buyer shall elect to either: (x) terminate this Agreement, whereupon Title Company shall promptly deliver the Deposit to Buyer and the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive any termination hereof, or (y) waive such Title Objections and proceed to purchase the Property with such condition of title as Seller is able to convey and/or subject to the Title Objections, and without a reduction of the Purchase Price. If Buyer fails timely to deliver written notice of such election, then Buyer shall be deemed to have elected to waive the Objections and proceed to purchase the Property pursuant to clause (y) above. If a Title Objection arises as result of an update of the Title Commitment that does not permit resolution of the Title Objection prior to the Closing Date in accordance with the time frames provided in this Section 5.2, then the Closing Date shall be extended for the number of days necessary to provide the parties the resolution time frames provided in this Section 5.2.

5.3 Permitted Exceptions. The (1) exceptions to title contained in the Commitment (including any update thereof) as of the Closing Date (including any endorsements or supplements to the Commitment issued prior to such expiration), and including any Title Objections that Seller did not commit to resolve, (2) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises, except for matters expressly granted in writing by Seller and objected to by Buyer after the Permitting and Financing Deadline and prior to the Closing Date, and (3) any restriction, covenant, lien or encumbrance resulting from any entitlement or development inducement obtained by Buyer for the Property prior to Closing, will be the "**Permitted Exceptions**" hereunder, excluding therefrom only (i) monetary liens or encumbrances not resulting from the actions of Buyer, or (ii) mechanics' liens or claims therefore not resulting from the actions of Buyer or Buyer's agents or contractors).

5.4 Survey.

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

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

5.5 Permitting and Financing Contingencies.

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

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

(c) Prior to Licensed Parties entering the Property, Buyer or its agents shall obtain and maintain, at Buyer's sole cost and expense, general liability insurance, from a reputable insurer licensed in the State of Colorado, in the amount of $2,000,000.00 combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Licensed Parties. Buyer agrees to keep the Property free from all liens resulting from Licensed Parties' pursuant to this Section 5.4, or any other activities of Buyer pertaining to the Property, and to indemnify, defend, and hold harmless Seller and Seller's agents, employees, and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property or injury to persons caused by Licensed Parties; provided, however, that Buyer shall not indemnify Seller and shall have no responsibility for discoveries by Buyer of any condition of or on the Property, including, without limitation, any environmental problems or conditions, any structural defects, or any archeological, paleontological, wildlife, or historical artifacts on the Property. This indemnity shall survive the Closing or any termination of this Agreement

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

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

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

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

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

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

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

ARTICLE 6
DEFAULT AND TERMINATION

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

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

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

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

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

ARTICLE 7
RISK OF LOSS; AS-IS PROVISIONS

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

7.2 AS-IS; WHERE-IS. The Property shall be transferred to Buyer in its "**AS IS, WHERE IS**" condition and "**WITH ALL FAULTS**" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "**Environmental Laws**"). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property. Buyer further acknowledges that in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "**AS IS**" PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

7.3 Special Districts. Seller makes no representation or warranty with respect to special taxing districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

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

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

ARTICLE 8
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

If to Seller, to: Town of Parker

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

With a copy to:

Gorrell Giles PC
1801 Broadway, Suite 1710
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 996-6560
Email: terry@glawpc.com

If to Buyer, to:

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

Corey Guildner

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

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 8.9.

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

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

8.12 Waiver of Jury Trial. IN ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR OBTAIN ANY REMEDY PROVIDED FOR HEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND PURCHASER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

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

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

8.15 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money, to pay the Termination Rights Payment, and to deliver to Seller copies of all reports of the results of all tests, inspections, and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive

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

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

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

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

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

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

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

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

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND
Between the Town of Parker, Colorado ("**Seller**") and
the ACG, LLC ("**Buyer**").

SELLER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Date: _____

BUYER:

ACG, LLC

By: Corey Guildner

Name: Corey Guildner

Title: Cheif Operations Manager

Date November 4,2019

ACG, LLC

By: Ashley Guildner

Name: Ashley Guildner

Title: Chief executive manager

Date November 4.2019

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

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

TITLE COMPANY:

NCS Colorado, a Division of Fidelity National Title Group

By:_____

Name: _____

Title:_____

Date:_____

EXHIBIT A

DEED RESTRICTION AND GRANTEE COVENANTS

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

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

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

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

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

EXHIBIT A-1

PURCHASE AND SALE TERMS

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

1. Utilities and similar charges and credits shall be prorated to the date of transfer of the Property, and Buyer and Seller shall execute settlement sheets providing for such prorations and credits and showing the net amount to be paid by Buyer to Seller to account for the payment of the purchase price and for such credits and prorations. Real estate taxes and any other charges for which the Town is exempt shall not be prorated and shall remain the responsibility of Seller.

2. Buyer shall pay the purchase price, subject to adjustments as contemplated in herein to Seller by wire transfer or other immediately available funds.

3. Seller shall pay all state, county, and municipal transfer taxes, documentary stamps or other similar taxes or charges due incident to a transfer of title and shall bear the cost of preparation of the required deed, and issuance of title insurance to Buyer as set forth below.

4. As a condition to Buyer's obligation to purchase the Property, Buyer and Seller shall cause a title company acceptable to Buyer to issue its unconditional written undertaking to insure Buyer's title to the Property in the condition required below.

5. Seller shall convey the Property to Buyer (or such other entity as Buyer shall designate to take title to the Premises) by Special Warranty Deed with covenants against grantor's acts, free and clear of all liens and encumbrances except those approved by Buyer, and Seller shall cause to be paid off and released all mortgage liens and monetary encumbrances.

6. Seller and Buyer shall each execute and deliver such additional documents and take such other actions as either shall reasonably request to close the transaction in the manner contemplated hereby and otherwise as would be typical for transactions of this type in the County and State in which the Property is located.

Signature: Corey Guildner (Nov 4, 2019)

Email: corey@parkertaphouse.com

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

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

Department: Engineering, Chris Hudson

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

In the summer of 2018, Douglas County entered into a construction contract to widen Chambers Road between Lincoln Avenue and Mainstreet. These improvements were substantially completed in the fall of 2019 and a reimbursement amount was established by Douglas County. In accordance with annexation agreement, if Chambers Road is constructed prior to development occurring, a reimbursement number must be established. As the Chambers Road widening was completed by Douglas County and the annexation agreement is with the Town, an intergovernmental agreement (IGA) is needed to establish the reimbursement amount and determine maintenance responsibilities. This IGA establishes the reimbursement cost of $1,353,184.89 and also establishes when the reimbursement amount is adjusted annually by the

Consumer Price Index (CPI). Upon receipt of the reimbursement cost from the developer to the Town, the Town will have sixty (60) days to pay Douglas County.

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

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

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

ATTACHMENTS

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

RECOMMENDED MOTION

I move to approve Ordinance No. 9.272 on second reading.

ORDINANCE NO. 9.272, Series of 2019

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CHAMBERS ROAD BETWEEN MAINSTREET AND LINCOLN AVENUE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____
Roger A. Partridge, Chair

ATTEST:

_____,
Clerk to the Board

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

_____
Chris Pratt,
Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

_____
Andrew Copland,
Director of Finance

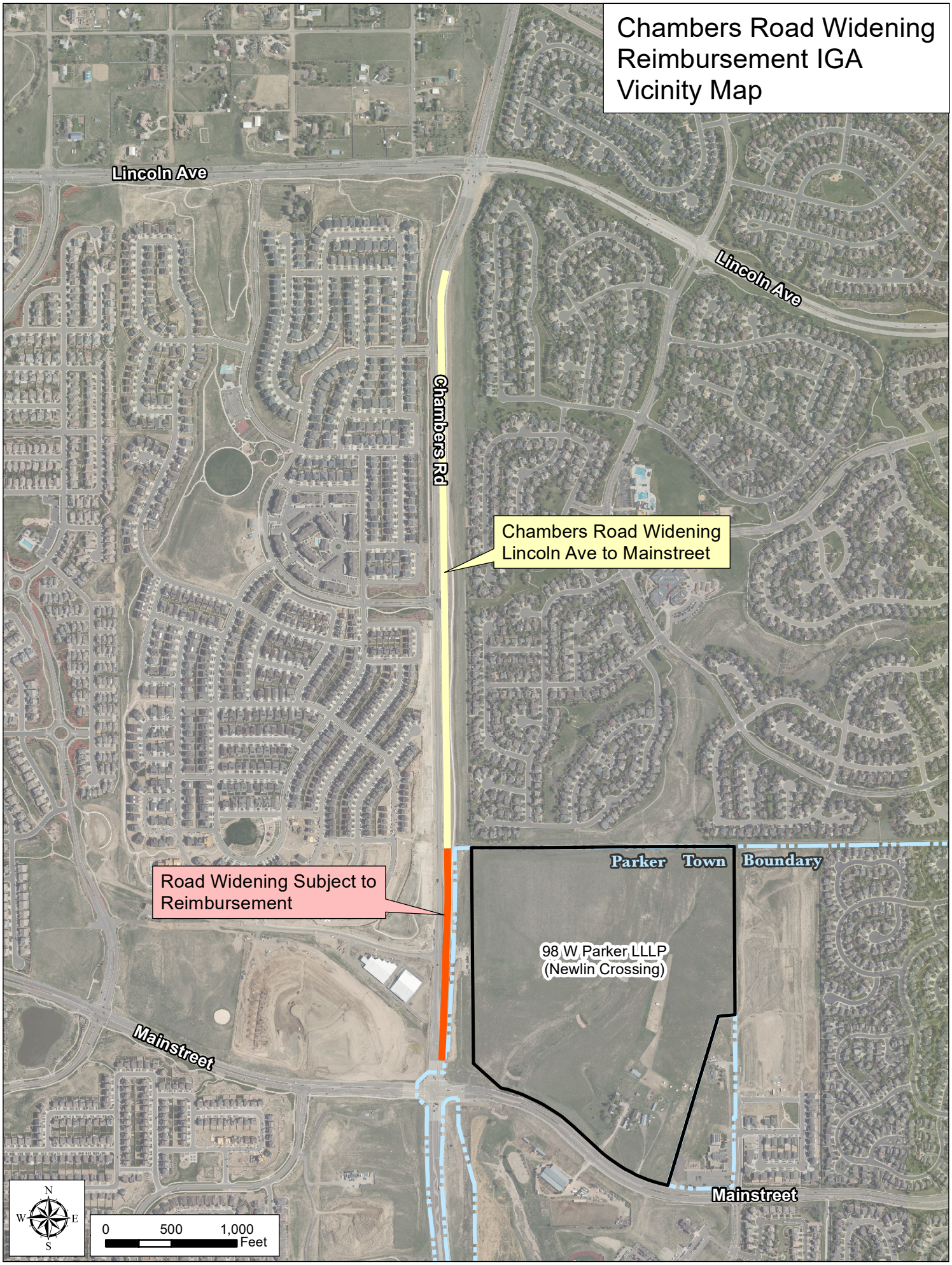
EXHIBIT A

Description of the Project

CHAMBERS ROAD INTERGOVERNMENTAL AGREEMENT (IGA)

DESCRIPTION OF CHAMBERS ROAD IMPROVEMENT PROJECT

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


Chambers Road Widening
Reimbursement IGA
Vicinity Map
Lincoln Ave
Lincoln Ave
Chambers Rd
Chambers Road Widening
Lincoln Ave to Mainstreet
Road Widening Subject to
Reimbursement
Parker Town Boundary
98 W Parker LLLP
(Newlin Crossing)
Mainstreet
Mainstreet
N
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S
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500
1,000
Feet

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.73.1 - Second Reading**
A Bill for an Ordinance to Amend Section 8.11.060 of the Parker Municipal Code Concerning Consumption of Marijuana by a Minor
Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.73.1

RECOMMENDED MOTION

I move to approve Ordinance No. 5.73.1 on second reading.

ORDINANCE NO. 5.731, Series of 2019

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

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

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

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

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

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

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

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: December 2, 2019

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **BELFORD METROPOLITAN DISTRICTS**

Department: **Town Attorney, Kristin Schledorn**

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

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

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Belford MD Report
2. Belford Vicinity Map

RECOMMENDED MOTION

I move to approve Ordinance No. 9.303 on second reading.

I move to approve Ordinance No. 9.304 on second reading.

Light Kelly
Attorneys at Law

Samuel J. Light
(303) 298-1601 tel
(303) 298-1627 fax
slight@lightkelly.com

MEMORANDUM

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

FROM: Samuel J. Light

DATE: March 7, 2018

SUBJECT: Proposed Service Plans for Belford Metropolitan Districts

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

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

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

Belford Metropolitan Districts

Developer: 470 Compark LLC, its successors and assigns.

Attorney: McGeady Becher, P.C.

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

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

Mill Levies:

a. Residential mill levy of 35 mills (BSMD) and Commercial mill levy of 50 mills (BNMD), both subject to "Gallagher Adjustment," resulting in current residential levy of 47.347 mills.

b. In addition, as noted above, the Town-District IGA authorizes an additional levy not to exceed 10 mills for maintenance and operation of specified Storm Drainage Improvements.

c. For bonds issued that are over 50% of the assessed value of the District, the levy is limited to the applicable cap (as "Gallagherized") less the number of mills necessary to pay District administrative operating expenses, and less the number of mills necessary to pay unlimited mill levy debt, as described above, for bonds issued less than or equal to 50% of the assessed value of the District.

d. For bonds issued that are less than or equal to 50% of the assessed value of the District, the levy can be unlimited.

Fees:

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

Dissolution:

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

Comments:

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

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

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

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

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

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

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

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

Belford North and South Metro Districts Vicinity Map

Belford North Metro District Boundary

Douglas County

Town of Parker

E-470

BELFORD AVENUE

COMPARK SOUTH

GREEN ACRES TRIBUTARY (GAT)

PROPOSED REGIONAL DETENTION POND

W. LINE OF SECTION 6

GAT BASIN LIMITS

HCC BASIN LIMITS

HAPPY CANYON CREEK (HCC)

POINT TO ROADWAY CURVE

PROPOSED BRIDGE (HCC)

CHAMBERS HIGHPOINT PROPETY

CHAMBERS HIGHPOINT PROPERTY

AIRPORT 320 PROPERTY (DOUGLAS COUNTYJURISDICTION)

S. PEORIA STREET

S. CHAMBERS ROAD

E. FILBERT AVENUE

SECONDARY EMERGENCY ACCESS LOCATION

N. 1ST STREET

N. 2ND STREET

N. 3RD STREET

N. 4TH STREET

N. 5TH STREET

N. 6TH STREET

GRANDVIEW ESTATES

GREEN ACRES TRIBUTARY (GAT)

EXISTING BLFORD AVE. WITHIN MERIDIAN

Belford South Metro District Boundary

N

0 300 600 1200

SCALE: 1" = 600'

P:\Clcpkc3\dwg\Eng\Final Drawings\Exhibits Eng\Belford Ave Road Name.dwg, 12/17/2014 9:14:19 AM, epearson, 1:1

ORDINANCE NO. 9.303, Series of 2019

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

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

Section 1. The Town Council of the Town of Parker hereby approves an Intergovernmental Agreement between the Town of Parker, Colorado, and the Belford North Metropolitan District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

2. Regional Improvements Funding. **[INTENTIONALLY OMITTED]**

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

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

5. Operations and Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____
_____, Town Clerk

APPROVED AS TO FORM:

_____
_____, Town Attorney

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

By: Michael Vickers
Michael Vickers, President

ATTEST:

_____
Peter Elzi, Secretary

ORDINANCE NO. 9.304, Series of 2019

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

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

Section 1. The Town Council of the Town of Parker hereby approves an Amended and Restated Intergovernmental Agreement between the Town of Parker, Colorado, and the Belford South Metropolitan District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

2. Regional Improvements Funding. **[INTENTIONALLY OMITTED]**

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

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

5. Operations and Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____
_____, Town Clerk

APPROVED AS TO FORM:

_____
_____, Town Attorney

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

By: _____
Michael Vickers, President

ATTEST:

_____