

TOWN OF PARKER COUNCIL AGENDA

November 15, 2021

The Town Council meeting will follow immediately after the PAR meeting

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.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person, electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

- A. 5:00 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

- 2021 Fall Police Department Citizens' Academy Participant Recognition

3. 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.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **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 1, 2021

B. ORDINANCE NO. 3.01.126 - First Reading

A Bill for an Ordinance to Amend Section 13.03.030 of the Parker Municipal Code concerning Planning Department Adjustments for Temporary Patios

Department: Town Attorney, Jim Maloney

Second Reading: December 6, 2021

C. KIME RANCH ANNEXATION

Department: Community Development, Julia Duncan

Second Reading: December 6, 2021

1. ORDINANCE NO. 2.278 – First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Kime Ranch Property in Douglas County

2. ORDINANCE NO. 3.360 – First Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Kime Ranch Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

D. CONTRACTS OVER \$100,000

1. Lasso Digital Media

Amount: Not to exceed \$259,000

Contractor: Lasso Digital

Department: Cultural, Carrie Glassburn

2. Motsenbocker Road and Hess Road Widening and Intersection Improvements (CIP 21-001) - Contract Modification

Amount: \$103,050

Contractor: Villalobos Concrete, Inc.

Department: Engineering and Public Works, Tom Gill

3. Motsenbocker Road/French Creek Avenue Signal Poles

Amount: \$104,476

Vendor: The MH Companies

Department: Engineering and Public Works, Chris Hudson

E. *PROCLAMATION - Small Business Saturday in Parker*

F. *PROCLAMATION - National American Indian Heritage Month*

6. PUBLIC HEARINGS

A. ORDINANCE NO. 1.553 - Second Reading

A Bill for an Ordinance to Adopt the 2022 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

B. ORDINANCE NO. 1.547.2 - Second Reading

A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Jennifer Campbell

C. PINE DRIVE ANNEXATION

Department: Community Development, Stacey Nerger

Second November 15, 2021

Reading:

1. RESOLUTION NO. 21-048

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Pine Drive Property for Annexation into the Town of Parker

2. ORDINANCE NO. 2.279 – Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Drive Property in Douglas County

3. ORDINANCE NO. 3.241.2 – Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Drive Property to PF-Public Facilities District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

4. Amended and Restated Annexation Agreement

D. ORDINANCE NO. 3.193.6 – Second Reading

A Bill for an Ordinance Amending the Parker Auto Plaza Development Guide Pursuant to the Town of Parker Land Development Ordinance

Department: Community Development, Julia Duncan

7. ORDINANCES

A. BUILDING CODE UPDATES

Department: Community Development, Randy Sale

- 1. ORDINANCE NO. 4.85.5 - Second Reading
A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code**
- 2. ORDINANCE NO. 4.89.7 - Second Reading
A Bill for an Ordinance to Amend Sections 11.01.030, 11.01.060 and 11.01.080 of the Parker Municipal Code Concerning the Parker Administrative Code**
- 3. ORDINANCE NO. 4.91.7 - Second Reading
A Bill for an Ordinance to Amend Sections 11.02.020, 11.02.050, 11.02.060 and 11.02.080 of the Parker Municipal Code Concerning the Parker Residential Code for One- and Two-Family Dwellings Building Code**
- 4. ORDINANCE NO. 4.92.6 - Second Reading
A Bill for an Ordinance to Amend Sections 11.03.020, 11.03.050, 11.03.060 and 11.03.080 of the Parker Municipal Code Concerning the Parker Building Code**
- 5. ORDINANCE NO. 4.93.6 - Second Reading
A Bill for an Ordinance to Amend Sections 11.04.020, 11.04.050, 11.04.060 and 11.04.080 of the Parker Municipal Code Concerning the Parker Fire Protection Code**
- 6. ORDINANCE NO. 4.94.5 - Second Reading
A Bill for an Ordinance to Amend Sections 11.06.020, 11.06.050, 11.06.060 and 11.06.080 of the Parker Municipal Code Concerning the Parker Mechanical Code**
- 7. ORDINANCE NO. 4.96.5 - Second Reading
A Bill for an Ordinance to Amend Sections 11.14.020, 11.14.050, 11.14.060 and 11.14.080 of the Parker Municipal Code Concerning the Parker Energy Code**
- 8. ORDINANCE NO. 4.97.5 - Second Reading
A Bill for an Ordinance to Amend Sections 11.15.020, 11.15.050, 11.15.060 and 11.15.080 of the Parker Municipal Code Concerning the Parker Fuel Gas Code**
- 9. ORDINANCE NO. 4.101.6 - Second Reading
A Bill for an Ordinance to Amend Sections 11.16.020, 11.16.050, 11.16.060 and 11.16.080 of the Parker Municipal Code Concerning the Parker Property Maintenance Code**

10. **ORDINANCE NO. 4.105.3 - Second Reading**
A Bill for an Ordinance to Amend Sections 11.08.020, 11.08.050, 11.08.060 and 11.08.080 of the Parker Municipal Code Concerning the Parker Existing Building Code
11. **ORDINANCE NO. 4.106.3 - Second Reading**
A Bill for an Ordinance to Amend Sections 11.09.020, 11.09.050, 11.09.060 and 11.09.080 of the Parker Municipal Code Concerning the Parker Swimming Pool and Spa Code
12. **ORDINANCE NO. 4.95.5 - Second Reading**
A Bill for an Ordinance to Amend Sections 11.07.020, 11.07.050, 11.07.060 and 11.07.080 of the Parker Municipal Code Concerning the Parker Plumbing Code

- B. **ORDINANCE NO. 1.552 - Second Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2022 Budget Year
Department: Finance, Mary Lou Brown
- C. **ORDINANCE NO. 1.554 - Second Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the North Sidewalk on East Mainstreet, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Chris Hudson
- D. **ORDINANCE NO. 1.551 – Second Reading**
A Bill for an Ordinance Vacating a Public Sidewalk Easement Agreement Conveyed to the Town of Parker by Parker Water and Sanitation District
Department: Engineering and Public Works, Chris Hudson
- E. **ORDINANCE NO. 9.342 – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Douglas County School District and the Town of Parker Regarding an MS4 Participation Agreement
Department: Engineering and Public Works, Michael Grabczyk

8. RESOLUTIONS

- A. **RESOLUTION NO. 21-054**
A Resolution Approving the Form of Revenue Pledge Agreement Between Anthology West Metropolitan District No. 4 and Anthology West Metropolitan District No. 2
Department: Town Attorney, Kristin Hoffmann

B. RESOLUTION NO. 21-055

A Resolution Providing Consent to the Inclusion of Property Within Cherry Creek South Metropolitan District No. 4 and Cherry Creek South Metropolitan District No. 6.

Department: Town Attorney, Kristin Hoffmann

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

November 15, 2021

“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).”

1. Section 13.04.180 of the Parker Municipal Code concerning home occupations

2. Section 13.04.205 of the Parker Municipal Code concerning use by special review for public utilities

“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).”

3. Proposed annexation agreement for the Kime Property

4. Proposed acquisition of right-of-way for the North Parker Road Operational Improvements

5. Anthology West Metropolitan District Nos. 4 and 2 concerning a revenue pledge agreement

6. Cherry Creek South Metropolitan District Nos. 4 and 6 concerning the inclusion of property

**TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 1, 2021**

Mayor Jeff Toborg called the Town Council meeting to order at 5 p.m. All Councilmembers were present except Councilmembers Laura Hefta and Todd Hendreks.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(e) there was one item which was concerning the proposed Subdivision Settlement Participation Agreements/Memorandum of Understanding with the State of Colorado concerning the recent Opioid Settlement. Under C.R.S. § 24-6-402(4)(b) there were three (3) items; the first item was concerning C.R.S. Section 31-12-106 concerning annexation of enclaves adjacent to Parker Road; the second item was concerning the proposed School District Pine Drive Property Annexation Agreement; and the third item was regarding Section 13.03.030(f) of the Parker Municipal Code concerning the expiration of temporary patio use permits. Under C.R.S. § 24-6-402(4)(f) there was one (1) item which was concerning the Town Attorney agreement.

EXECUTIVE SESSION

Joshua Rivero moved and Cheryl Poage seconded to go into Executive Session at 5:02 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); to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Joshua Rivero moved and Cheryl Poage seconded to come out of Executive Session at 6:10 p.m.

The motion was approved unanimously.

Cheryl Poage moved and Joshua Rivero seconded to recess the regular Town Council meeting until 7 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Toborg reconvened the Town Council meeting at 7 p.m. All Councilmembers were present except Councilmembers Laura Hefta and Todd Hendreks.

The Pine Lane Elementary Student Council led the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

TJ Sullivan provided a monthly update for the Parker Chamber of Commerce.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Omar Castillo provided a monthly update on activities for the Downtown Business Alliance.

PUBLIC COMMENTS

There was one written general public comment received, which will be attached to the approved minutes.

Arylnn Cook, 12507 Venable Creek, commented on the noise on Motsenbocker. She asked that the speed on the road be lowered to address safety hazards.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings they attended since the last Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - October 25, 2021*

- B. *ORDINANCE NO. 1.547.2 - First Reading*
A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jennifer Campbell
Second Reading: November 15, 2021

- C. *ORDINANCE NO. 1.552 - First Reading*
A Bill for an Ordinance to Levy General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2022 Budget Year
Department: Finance, Mary Lou Brown
Second Reading: November 15, 2021

- D. *ORDINANCE NO. 1.554 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the North Sidewalk on East Mainstreet, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 15, 2021

- E. *ORDINANCE NO. 1.551 – First Reading*
A Bill for an Ordinance Vacating a Public Sidewalk Easement Agreement Conveyed to the Town of Parker by Parker Water and Sanitation District
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 15, 2021
- F. *PINE DRIVE ANNEXATION*
Department: Community Development, Stacey Nerger
Second Reading: November 15, 2021
1. *ORDINANCE NO. 2.279 – First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Drive Property in Douglas County
2. *ORDINANCE NO. 3.241.2 – First Reading*
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Drive Property to PF-Public Facilities District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- G. *ORDINANCE NO. 9.342 – First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Douglas County School District and the Town of Parker Regarding an MS4 Participation Agreement
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 15, 2021
- H. *ORDINANCE NO. 3.193.6 – First Reading*
A Bill for an Ordinance Amending the Parker Auto Plaza Development Guide Pursuant to the Town of Parker Land Development Ordinance
Department: Community Development, Julia Duncan
Second Reading: November 15, 2021
- I. *BUILDING CODE UPDATES*
Department: Community Development, Randy Sale
Second Reading: November 15, 2021
1. *ORDINANCE NO. 4.85.5 - First Reading*
A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code

2. *ORDINANCE NO. 4.89.7 - First Reading
A Bill for an Ordinance to Amend Sections 11.01.030, 11.01.060 and 11.01.080 of the Parker Municipal Code Concerning the Parker Administrative Code*
3. *ORDINANCE NO. 4.91.7 - First Reading
A Bill for an Ordinance to Amend Sections 11.02.020, 11.02.050, 11.02.060 and 11.02.080 of the Parker Municipal Code Concerning the Parker Residential Code for One- and Two-Family Dwellings Building Code*
4. *ORDINANCE NO. 4.92.6 - First Reading
A Bill for an Ordinance to Amend Sections 11.03.020, 11.03.050, 11.03.060 and 11.03.080 of the Parker Municipal Code Concerning the Parker Building Code*
5. *ORDINANCE NO. 4.93.6 - First Reading
A Bill for an Ordinance to Amend Sections 11.04.020, 11.04.050, 11.04.060 and 11.04.080 of the Parker Municipal Code Concerning the Parker Fire Protection Code*
6. *ORDINANCE NO. 4.94.5 - First Reading
A Bill for an Ordinance to Amend Sections 11.06.020, 11.06.050, 11.06.060 and 11.06.080 of the Parker Municipal Code Concerning the Parker Mechanical Code*
7. *ORDINANCE NO. 4.95.5 - First Reading
A Bill for an Ordinance to Amend Sections 11.07.020, 11.07.050, 11.07.060 and 11.07.080 of the Parker Municipal Code Concerning the Parker Plumbing Code*
8. *ORDINANCE NO. 4.96.5- First Reading
A Bill for an Ordinance to Amend Sections 11.14.020, 11.14.050, 11.14.060 and 11.14.080 of the Parker Municipal Code Concerning the Parker Energy Code*
9. *ORDINANCE NO. 4.97.5 - First Reading
A Bill for an Ordinance to Amend Sections 11.15.020, 11.15.050, 11.15.060 and 11.15.080 of the Parker Municipal Code Concerning the Parker Fuel Gas Code*
10. *ORDINANCE NO. 4.101.6 - First Reading
A Bill for an Ordinance to Amend Sections 11.16.020, 11.16.050, 11.16.060 and 11.16.080 of the Parker Municipal Code Concerning the Parker Property Maintenance Code*

11. *ORDINANCE NO. 4.105.3 - First Reading*
A Bill for an Ordinance to Amend Sections 11.08.020, 11.08.050, 11.08.060 and 11.08.080 of the Parker Municipal Code Concerning the Parker Existing Building Code
12. *ORDINANCE NO. 4.106.3 - First Reading*
A Bill for an Ordinance to Amend Sections 11.09.020, 11.09.050, 11.09.060 and 11.09.080 of the Parker Municipal Code Concerning the Parker Swimming Pool and Spa Code

J. CONTRACTS OVER \$100,000

1. *Professional Services Agreement - Give 5 Productions, Inc.*
Amount: Not to exceed \$130,000
Contractor: Give 5 Productions, Inc.
Department: Cultural, Carrie Glassburn
2. *Professional Services Agreement - Inspire Creative, d/b/a Inspire Theater Company*
Amount: Not to exceed \$130,000
Contractor: Inspire Creative, d/b/a Inspire Theater Company
Department: Cultural, Carrie Glassburn
3. *2021 Townwide Concrete Replacement Program (CIP21-006) Contract Modification*
Amount: \$1,257,509.31
Contractor: Stone & Concrete, Inc
Department: Engineering and Public Works, Danny Smith

Joshua Rivero moved to approve Consent Agenda items 6A through 6J3.

John Diak seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS**ORDINANCE NO. 1.553 - First Reading****A Bill for an Ordinance to Adopt the 2022 Budget and to Make Appropriations for the Same****Department: Finance, Mary Lou Brown****Second Reading: November 15, 2021**

Mayor Toborg opened the Public Hearing at 7:26 p.m.

The 2022 Budget and Council study session presentation were posted to the internet on Wednesday, October 6, 2021. The budget document is legally required to be posted and made public no later than October 15, 2021. Finance Director Mary Lou Brown provided an overview of the 2022 budget document. November 1, 2021, was the first public hearing for the 2022 Budget with the second public hearing being held on November 15, 2021.

Public Comment: None.

The Public Hearing was closed at 8:06 p.m.

Joshua Rivero moved to approve Ordinance No. 1.553 on first reading and schedule second reading for November 15, 2021.

John Diak seconded the motion.

The motion was approved unanimously.

ORDINANCES**A. OPIOID ITEMS****Department: Town Attorney, Jim Maloney
Town Attorney, Jamie Wynn**

Ordinance No. 9.341 provides for the approval of a memorandum of understanding with the state of Colorado and other participating local governments (the "Colorado MOU") to share in the proceeds from the settlement of a lawsuit that was filed against certain pharmaceutical companies that made and distributed opioids.

Resolution No. 21-047 provides for the approval of the Subdivision Settlement Participation Form, Settlement Participation Form and the Colorado Subdivision Escrow Agreement, which are necessary for the settlement of the lawsuit (collectively referred to as the "Settlement Documents") regarding opioids.

Public Comment: None.

1. ORDINANCE NO. 9.341 – Second Reading

A Bill for an Ordinance to Approve the Colorado Opioids Settlement Memorandum of Understanding between the State of Colorado Acting through its Attorney General and the Colorado Department of Law, and the Participating Local Governments, including the Town of Parker

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

Cheryl Poage moved to approve Ordinance No. 9.341 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

2. RESOLUTION NO. 21-047

A Resolution to Approve the Subdivision Settlement Participation Form, Settlement Participation Form, and Colorado Subdivision Escrow Agreement, Concerning the Nationwide Opioid Settlement

Cheryl Poage moved to approve Resolution No. 21-047.

Anne Barrington seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 5.28.27 – Second Reading

A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Relating to Takeout and Delivery Permit Notification

Department: Town Attorney, Jim Maloney

To assist restaurants during the COVID pandemic, in 2020, the General Assembly enacted Senate Bill 20-213 ("SB 213"), which allowed certain licensees to sell alcoholic beverages for takeout and delivery. House Bill 21-1027 ("HB 1027") extends the ability of certain licensees to continue to sell alcohol for both takeout and delivery to July 1, 2025. The ordinance requires those licensees operating in the Town that have obtained a state-issued permit for delivery and takeout of alcohol to notify the Town.

Public Comment: None.

Joshua Rivero moved to approve Ordinance No. 5.28.27 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 5.28.28 – Second Reading**A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code
Authorizing Communal Outdoor Dining Areas****Department: Town Attorney, Jim Maloney**

HB 1027 authorizes state and local licensing authorities to allow communal outdoor dining areas. "Communal outdoor dining areas" are outdoor areas used for food and alcohol beverage service by two or more liquor licensees. The only types of licensees that are eligible to have communal outdoor dining areas include beer and wine, beer wholesaler that operates a sales room, brew pub, distillery pub, fermented malt beverage retailer licensed for on-premises consumption, hotel and restaurant, limited winery, lodging and entertainment facility, manufacturer that operates a sales room, optional premises, tavern, and vintner's restaurant.

To operate a communal outdoor dining area, two of the above licensees must apply for a permit from the state and local licensing authorities. All licensees who plan to use the communal outdoor dining area must also: (1) apply to attach their license to that outdoor area, and (2) apply to modify their licensed premises to include that area. To approve the communal outdoor dining area, the state and local licensing authority must find that the area is within 1,000 feet of the permanent licensed premises of each of the licensees. This measurement is made by using a route of direct pedestrian access from the nearest property line of the land used for the communal outdoor dining area to the nearest portion of the building where the permanent licensed premises is located.

A special event cannot be held in a communal outdoor dining area unless the special event permittee agrees in writing to adhere to the Colorado Liquor Code and all local rules. If a violation occurs within a communal outdoor dining area and the licensee responsible for such violation can be easily ascertained, that licensee will be subject to discipline. If, however, the responsible licensee cannot be easily identified, all licensees who operate in that communal outdoor dining area are subject to discipline.

HB 1027 requires the state licensing authority to promulgate rules regarding communal outdoor dining areas. These rules must govern applications, supervision, and control of the communal outdoor dining areas; security; removal of beverages from the area; special events within the area; and insurance requirements. The Special Licensing Authority recommends approval of this ordinance.

Public Comment: None.

Joshua Rivero moved to approve Ordinance No. 5.28.28 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 5.28.29 – Second Reading
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code
Relating to Festival Permits
Department: Town Attorney, Jim Maloney

Starting September 6, 2021, SB 082 authorizes the following license types to begin applying for festival permits: beer and wine, brew pub, distillery pub, hotel and restaurant, limited winery, manufacturer, tavern, vintner's restaurant; and wholesaler.

To hold a festival, one of the above licensees must apply for a permit from the state licensing authority. Under the attached ordinance, the Town would create its own permitting system for festivals. It is important to note that winery manufacturers and limited wineries are exempt from local licensing permitting requirements. Once a licensee obtains a permit, it may hold up to nine (9) festivals per year, so long as it notifies the state and local licensing authority, by application, at least 10 business days in advance of the festival. Other licensees may participate in the festival without obtaining their own permit, so long as there is a valid festival permit held by the hosting licensee. Any licensee that applies for a festival permit from the Town will also need to obtain a community event permit.

John Diak moved to approve Ordinance No. 5.28.29 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

A. ANTHOLOGY NORTH PROJECT

Department: Engineering and Public Works, Tom Williams

Approval of the agreement and resolution will accelerate the completion of that portion of Chambers Road that will be constructed as part of the Anthology North Development. This will include a full principal arterial roadway section (6-lanes) between the intersection of Hess Road and Stroh Road.

Chris Elliott, 7353 S. Alton Way, Suite A-100, Englewood, Colorado, developer with E5X, was present and spoke about the process of building Chambers Road. He noted that it does make more sense to construct this piece of road sooner rather than later.

Owners, Kirt Wolter and Matt Jenke of NPI were also present but did not speak.

Public Comment:

Steve Jewett, 12521 S. Sopris Creek, spoke in favor of the project. He noted that there are still noise issues on Motsenbocker.

1. Fourth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)

Anne Barrington moved to approve the Fourth Amendment to the Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property).

John Diak seconded the motion.

The motion was approved unanimously.

2. RESOLUTION NO. 21-022.1

A Resolution to Amend Resolution No. 19-023, Series of 2019, to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance with Certain Requirements of Sections 13.07.060 and 13.07.070 of the Parker Land Development Ordinance as Amended, Associated with the Processing of the Sketch and Preliminary Plan for Certain Segments of the Real Property Commonly Known as the Anthology North Property until those Segments are Ready for Development

Cheryl Poage moved to approve Resolution No. 21-022.1.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

B. TOWN OF PARKER POLICY MANUAL

Department: Town Administrator, Michelle Kivela

The Town of Parker Policy Manual consolidates Town Council policies adopted by Town Council Resolution into a reference document that is both accessible and transparent. Resolution 21-051 amends the Council Liaison Policy (No. 1-12). The purpose of the policy is to: a) define the process by which Council Liaison appointments are identified and assigned; b) define the roles and responsibilities of a Council Liaison; c) differentiate between Council Liaison roles and other appointments made by Council to various boards, agencies and community groups; and d) provide agencies and community groups with clarity as to the role and expectations of a Council Liaison.

Resolution 21-052 creates a Consent Agenda Policy (No. 1-13). The Consent Agenda streamlines Council Meeting procedures by grouping items considered to be routine, administrative or noncontroversial (and do not require discussion), into a single agenda item that can be passed with a single motion and a vote. The Consent Agenda is a way to expeditiously handle routine matters coming before the Town Council. Transparency and accountability are the foundations of successfully utilizing the Consent Agenda. The Consent Agenda allows for more efficiency with citizens' and staff time regarding routine items.

Public Comment: None.

1. RESOLUTION NO. 21-051

A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of an Amended Town of Parker Policy Statement Number 1-12 Concerning the Council Liaison Policy

Joshua Rivero moved to approve Resolution No. 21-051.

Anne Barrington seconded the motion.

The motion was approved unanimously.

2. RESOLUTION NO. 21-052

A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-13 Concerning the Consent Agenda

Anne Barrington moved to approve Resolution No. 21-052.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

C. GREATER PARKER FOUNDATION

1. RESOLUTION NO. 21-044

A Resolution to Approve the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Greater Parker Foundation

Department: Town Attorney, Jim Maloney

This resolution approves the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Greater Parker Foundation, subject to the approval of a majority of all voting directors in office.

Cheryl Poage moved to approve Resolution No. 21-044

Joshua Rivero seconded the motion.

The motion was approved unanimously.

2. RESOLUTION NO. 21-015

A Resolution to Appoint the Board of Directors to the Greater Parker Foundation

Department: Town Attorney, Jim Maloney

Board members of the Greater Parker Foundation are appointed by Town Council by resolution.

Cheryl Poage moved to approve Resolution No. 21-015.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to adjourn the meeting at 9:26 p.m.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 15, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.01.126 - First Reading**
A Bill for an Ordinance to Amend Section 13.03.030 of the
Parker Municipal Code concerning Planning Department
Adjustments for Temporary Patios
Department: Town Attorney, Jim Maloney
Second Reading: December 6, 2021

EXECUTIVE SUMMARY

The purpose of this Ordinance is to further extend the temporary use of patios from December 31, 2021, to May 31, 2022.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

To assist Parker businesses during the COVID pandemic, the Town Administrator issued an emergency order to allow for temporary patios. On July 12, 2021, prior to the expiration of the emergency order, the Town Council approved Ordinance No. 3.01.125, Series of 2021, to extend the period of time that a business owner may use a patio approved as a temporary use during the pandemic until December 31, 2021. Recently, the Colorado Department of Revenue extended the expiration date to May 31, 2022, for temporary modifications to a licensed premise to use patios and other outdoor areas for the consumption of alcohol. The purpose of this Ordinance is to further extend the temporary use of patios from December 31, 2021, to May 31, 2022.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 3.01.126

RECOMMENDED MOTION

I move to approve Ordinance No. 3.01.126 on first reading and to schedule second reading for December 6, 2021, as part of the consent agenda.

ORDINANCE NO. 3.01.126, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.03.030 OF THE PARKER MUNICIPAL CODE CONCERNING PLANNING DEPARTMENT ADJUSTMENTS FOR TEMPORARY PATIOS

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

Section 1. Section 13.03.030 of the Parker Municipal Code is amended by the addition of new Subsections (e) and (f) to read as follows:

13.03.030 Planning Department adjustments.

* * *

(e) Adjustments to allow retail and service businesses to provide pick-up/delivery of personal, tangible property, parking, and other adjustments to previously approved site plans to facilitate temporary activities related to the operation of such businesses shall not be considered an adjustment requiring the review and approval of the Director under the provisions of this Section or any other Section concerning site plan amendments.

(f) Where a property owner or business has received approval of a temporary use permit from the Town for a temporary patio, the property owner or business may continue to use the approved patio through ~~December 31, 2021~~ **May 31, 2022**. The approved patio shall not be subject to the requirements of this Section or any other Section concerning site plan amendments and shall not be considered an adjustment under the provisions of this Section.

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

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

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

Section 5. This Ordinance shall sunset on May 31, 2022, and be of no further force or effect after this date.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 15, 2021

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **KIME RANCH ANNEXATION**
Department: Community Development, Julia Duncan

EXECUTIVE SUMMARY

The applicant, PCS Group, proposes to annex 7.5 acres of undeveloped land along East Mainstreet into the Town of Parker on behalf of property owner Century Land Holdings L.L.C. The subject land will be consolidated with an adjoining 35.4 acre parcel known as Kime Ranch that is already in the Town. The combined 42.9 acre site is proposed to be zoned Planned Development (PD) for medium density residential use with a maximum of 150 single-family residential lots. The proposed development will be similar to the adjacent Parker Vista and Sunset Ridge residential neighborhoods as to use, bulk standards and parks/open space.

LDO Criteria for Review and Decision

The Town Council will consider the proposed annexation and zoning at a public hearing on December 6, 2021. The LDO requires that the Council shall consider the following factors in making its decision on the proposed zoning:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development;
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet;
7. There are minimal environmental impacts or impacts can be mitigated;
8. The proposal is consistent with the Town Master Plan maps, goals and policies;
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property consists of two (2) parcels owned by Century Land Holdings, LLC consisting of a 7.5 acre parcel located in Douglas County and a 35.4 acre parcel located in the Town. The applicant is proposing to annex the 7.5 acre vacant parcel into the Town and consolidate it with the adjacent 35.4 acres of land already in the Town. The large parcel that is known as Kime Ranch is developed with an existing single-family home, barn/stable and small accessory buildings. It is currently zoned A - Agricultural District for agricultural use pursuant to the Land Development Ordinance (LDO).

The applicant has submitted a rezoning application that is running concurrently with the annexation petition. The two (2) parcels having a total area of 42.9 acres are proposed to be zoned to Kime Ranch Planned Development (PD), which would permit a maximum of 150 single-family residential lots with associated parks and open space. The proposal will have a maximum density of 3.5 dwelling units per acre consistent with the Parker 2035 Master Plan that designates the subject property as part of the Medium Density Residential Character Area.

The annexation petition was submitted in accordance with the Municipal Annexation Act of 1965 (Title 31, Article 12, Part 1, C.R.S.) as described in the petition. The Town Clerk, as provided by the Act (C.R.S. § 31-12-107(1)f), referred the annexation petition to the Town Council as a communication. The Town Council, as provided by the Act (C.R.S. § 31-12-107(1)f), is required without undue delay to take appropriate steps to determine if the submitted annexation petition is in substantial compliance with State statute. The Town Council did so on October 25, 2021, by its approval of Resolution No. 21-043 entitled "A Resolution Finding Substantial Compliance of the Kime Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on December 6, 2021, for the Purpose of Considering Said Annexation."

Concurrent Annexation and Zoning

The Town Charter and Section 13.04.250 of the LDO require the concurrent annexation and zoning of land when annexation is proposed. The applicant proposes to rezone the subject land from A-Agricultural (Town) and RR-Rural Residential (County) to Kime Ranch PD for future medium density residential use. The proposed PD zoning would allow single-family residential use; have a maximum residential density of 3.5 dwelling units per acre; permit a maximum residential yield of 150 lots; require all necessary infrastructure improvements; and incorporate at least 12.2 acres of parks and open space (3.58 acres parks, 8.58 acres open space). The proposed PD zoning includes bulk standards to regulate development intensity as follows:
Lot Area: Minimum 5,500 s.f.

- Lot Width: Minimum 40 feet
- Setbacks: Minimum 20 feet front and rear, 5 feet side
- Building Height: Maximum 35 feet

The proposed Kime Ranch PD zoning use and bulk standards are consistent with the Master Plan designation of the subject property for medium density residential development and the established residential character of the adjacent Parker Vista and Sunset Ridge residential

neighborhoods.

Land Use Context

The Parker 2035 Master Plan designates most of the East Mainstreet corridor as part of the Medium Density Residential Character Area and the prevailing land use pattern reflects this policy direction. The existing land use context may be summarized as follows:

- South of subject property: The property to the south is the Willow Park residential neighborhood that was developed under the Willow Pointe South PD zoning. The PD zoning encompasses 103.7 acres and permits single-family residential use of up to 350 dwelling units at a residential density of 3.4 dwelling units per acre. The proposed Kime Ranch residential development is compatible with the Willow Park neighborhood as to use, density and bulk characteristics.
- East of subject property: The property to the east is the Sunset Ridge residential neighborhood that was developed under the Willow Pointe North PD zoning. The PD zoning encompasses 81.6 acres and permits single-family residential use of up to 392 dwelling units at a residential density of 4.8 dwelling units per acre. The proposed Kime Ranch residential development would be less dense than the Sunset Ridge neighborhood and is compatible with it as to use and bulk characteristics.
- West of subject property: The property to the west is the Parker Vista residential neighborhood that was developed under the Willow Pointe South PD zoning. The PD zoning encompasses 57 acres and permits single-family residential use of up to 220 dwelling units at a residential density of 3.9 dwelling units per acre. The proposed Kime Ranch residential development would be less dense than the Parker Vista neighborhood and is compatible with it as to use and bulk characteristics.

Master Plan

The proposed annexation and zoning fulfill the Parker 2035 Master Plan goal of actively pursuing annexations to allow for continuity of services within the Town's Planning Area. The proposed PD zoning to allow single-family residential use with a maximum residential yield of not more than 150 dwelling units at a maximum density of 3.5 dwelling units per acre is consistent with the Master Plan designation of the site as part of the Medium Density Residential Character Area.

On November 4, 2021, the Planning Commission voted unanimously to recommend approval of the proposed zoning amendment to the Town Council. \

FINANCIAL IMPACT

N/A

STRATEGIC GOAL(S)



ATTACHMENTS

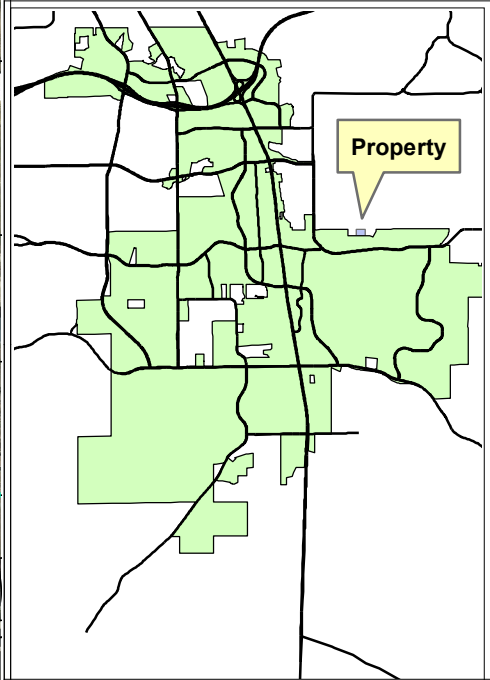
1. Vicinity Map
2. Planning Commission Staff Report Z21-007
3. Kime Ranch Development Guide
4. Kime Rezoning Map-Development Plan
5. Public Comment Letter
6. Ordinance 2.278
7. Ordinance 3.360

RECOMMENDED MOTION

1. I move to approve Ordinance No. 2.278 on first reading and to schedule the second reading for December 6, 2021, as part of the consent agenda.
2. I move to approve Ordinance No. 3.360 on first reading and to schedule the second reading for December 6, 2021, as part of the consent agenda.

Kime Ranch Annexation

Annexation: Case No.ANX21-005
Zoning: Z21-007



Legend

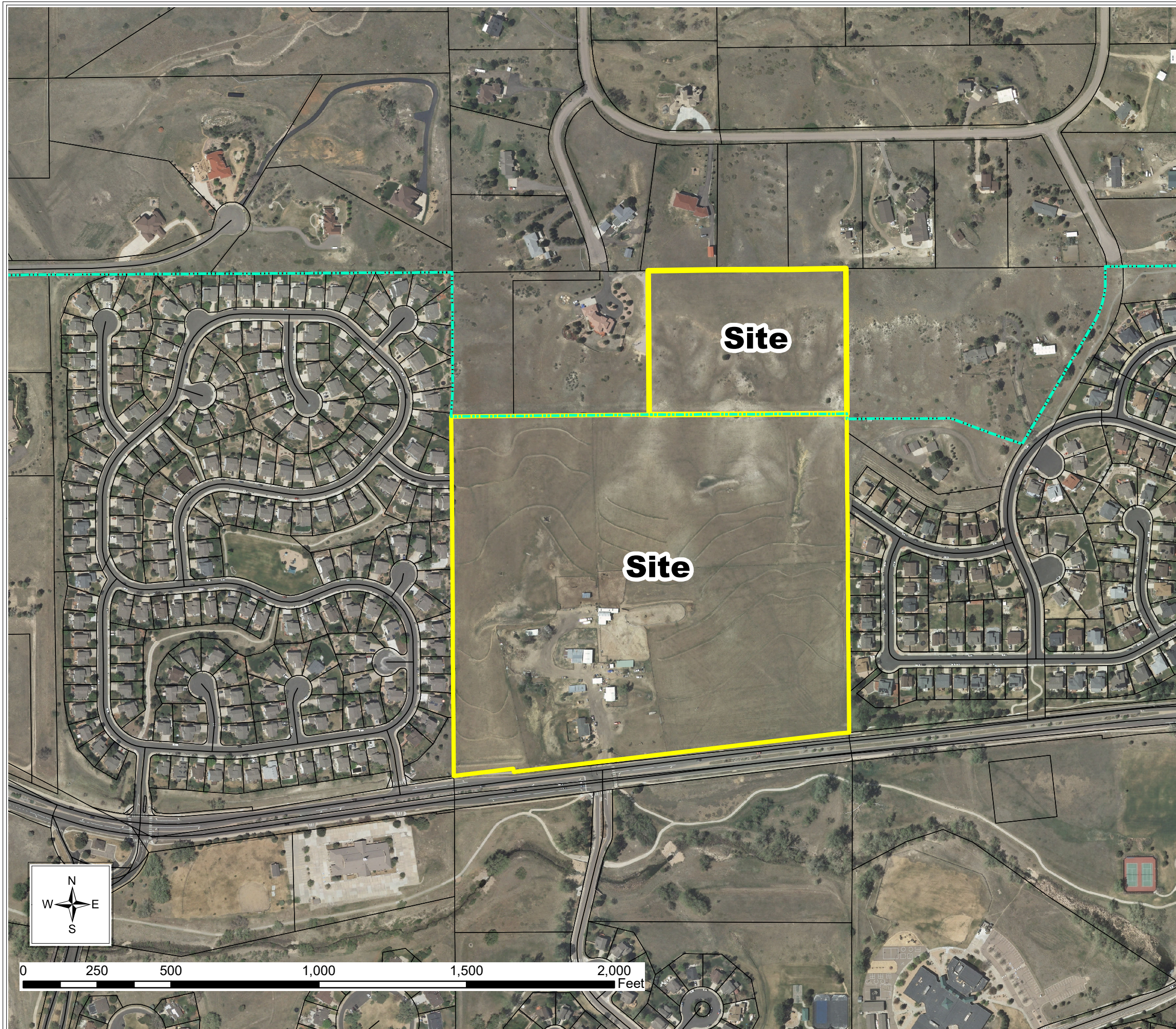
-  Site
-  Roads

Narrative:

Proposed annexation of approximately 7.5 acres from Dougals County into the Town of Parker. Rezoning to Kime Ranch Planned Development.

Planner: Julia Duncan
Hearing Schedules:

Town Council:
December 6, 2021





Planning Commission Staff Report

Planning Commission Date: 11/4/2021

Town Council Date: 12/6/2021

Hearing Type: Public Hearing
Kime Ranch – Zoning
TRAKiT No: Z21-007

Location: The site is located on the north side of Mainstreet at Willow Park Drive.

Project Planner: Julia Duncan, Associate Planner

Applicant: PCS Group, Applicant;
Century Land Holdings LLC., Owner

Executive Summary: The applicant, PCS Group, on behalf of the owner, Century Land Holdings LLC., proposes to annex 7.5 acres of undeveloped land along East Mainstreet into the Town of Parker. The subject land will be consolidated with an adjoining 35.41-acre parcel known as Kime Ranch that is already in the Town. The combined 42.91-acre site is proposed to be zoned Planned Development (PD) for residential use with a maximum 150 single-family residential lots

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the zoning.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:”

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

“I move the Planning Commission vote to continue the zoning to a future date.”

I. BACKGROUND/DISCUSSION

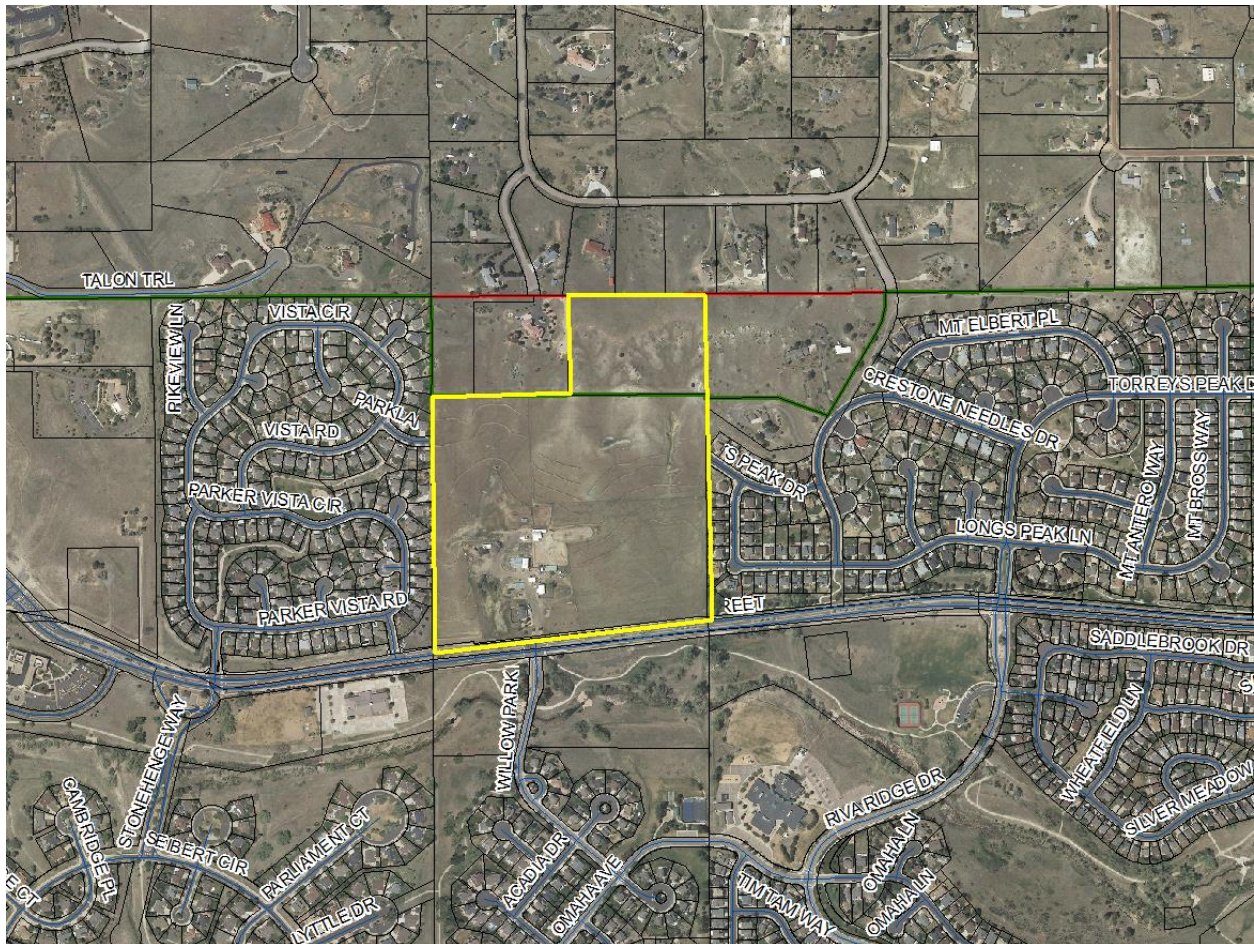
The subject property consists of two (2) parcels owned by Century Land Holdings, LLC, a 7.5-acre parcel located in Douglas County and a 35.41-acre parcel located in the Town. The applicant is proposing to annex the 7.5-acre vacant parcel into the Town and consolidate it with the adjacent 35.41 acres of land already in the Town. The large parcel that is known as Kime Ranch is developed with an existing single-family home, barn/stable and small accessory buildings. It is zoned A - Agricultural District for agricultural use pursuant to the Land Development Ordinance (LDO).

The applicant has submitted an Annexation Petition application that is running concurrently with this zoning request. The two (2) parcels, with a total area of 42.9 acres, are proposed to be zoned to Kime Ranch Planned Development (PD), which would permit a maximum of 150 single-family residential lots with associated parks and open space. The proposal will have a maximum density of 3.5 dwelling units per acre consistent with the Parker 2035 Master Plan that designates the subject property as part of the Medium Density Residential Character Area.

A need exists for zoning of the subject property because the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occurs concurrently with annexation requests. The project proposes to rezone from agriculture and rural residential to Kime Ranch PD and would allow a maximum of 150 single family lots, a minimum of 8.582 acres of open space, and 3.58 acres of park space. Minimum lot areas, building heights, lot widths, and required setbacks are consistent with existing adjacent single-family residential developments as well as the straight zoning proposed in the Land Development Ordinance Updates.

The annexation and zoning fulfill the Town of Parker goal of actively pursuing annexations to allow for continuity of services within the Parker 2035 Master Plan's Planning Area.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
September 16, 2002	Town Council adopted Ordinance No. 2,139 annexing unincorporated property known as Kime II and zoned the property A-Agricultural.

III. CURRENT SITE DATA

Existing Zoning	A - Agricultural District
Overlay District	N/A
PD & Plan Area	N/A
Master Plan Area	Medium Density Residential
Site Acreage	42.9 acres
Subdivision	N/A

Existing Use		Vacant, existing single-family home, barn/stable and small accessory buildings.	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Douglas County	Rural Residential	Vacant
South	Medium Density Residential	PD - Planned Development	Open Space/Willow Point South Single Family Homes
East	Medium Density Residential	PD - Planned Development	Willow Point North Single Family Homes
West	Medium Density Residential	PD - Planned Development	Parker Vista Single Family Homes

IV. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential</u> The Medium Density Residential Character Area will consist of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1. A Land Use 1. B Land Use 1.H Land Use 1. I Community Appearance and Design 1.C Community Appearance and Design 2 Community Appearance and Design 2. B Housing and Neighborhoods 1 Housing and Neighborhoods 1. A Housing and Neighborhoods 3. A
Staff Analysis	The project proposes to rezone from agriculture and rural residential to Kime PD to allow for 150 single family home lots, in addition to parks and open space. The site is located on the north side of Mainstreet at Willow Park Drive. The property is within the Medium Density Residential Character Area as designated by the Parker 2035 Master Plan. This area is intended to provide a maximum density of 3.5 dwelling units per acre.

	The proposal would allow a maximum of 150 single family lots, a minimum of 8.582 acres of open space, and 3.58 acres of open space. Minimum lot areas, building heights, lot widths, and required setbacks are consistent with existing adjacent single-family residential developments as well as the straight zoning proposed in the Land Development Ordinance Updates. The proposal creates a PD that is consistent with existing adjacent uses and is an infill site in close proximity to Parker Road and the Downtown core. The annexation and zoning fulfill the Town of Parker goal of actively pursuing annexations to allow for continuity of services within the Parker 2035 Master Plan's Planning Area. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
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V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	3.5	3.5	☒ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Allowed Uses	Neighborhoods: Single-family detached homes and other community assets such as places of worship, schools and parks, are allowed within our neighborhoods. Pedestrian oriented small (less than 10,000 s.f. of building area per neighborhood) commercial uses may be appropriate where uses are focused on serving the immediate area. Such uses should not include gas, storage or drive through uses or repurposing of a residential home. Typical uses within neighborhoods include small retail, restaurants and personal service businesses.	1. Single family detached dwellings with front or side loaded garages. 2. Home occupations in accordance with Section 13.04.180 of the Parker Municipal Code, as amended 3. Attached or detached private garages (3 cars maximum)	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	N/A.	35 feet	☒ Consistent ☐ Inconsistent ☐ No Change

Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Parker 2035 Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is consistent with The Parker 2035 Master Plan.
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VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property proposes a main entry into the development off E. Mainstreet from Willow Peak Drive. Internal connections are proposed for Parklane Drive and Grays Peak Drive, existing roadways that end at the property line and were planned for future extension into the site. Exact alignments will be evaluated through the Sketch, Preliminary, and Final Plat process.

At the time of development, the applicant will be required to ensure all required roadway improvements are constructed as identified in compliance with an approved traffic study.

VII. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response

Growing employment centers along Parker Road and E-470, in addition to population growth over the last 5 years with another one million people anticipated in Colorado by 2035, has increased the need for single-family homes in the Parker community. This proposal for 150 single-family detached homes would contribute to the much-needed supply of single-family homes in Parker and the larger Denver metro area.

Staff Analysis

A need exists for the annexation and zoning of the subject property because the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occur concurrently with annexation requests and, the project will:

1. Continue the planned Medium Density Residential corridor north of Mainstreet and east of Pine Drive;
2. Support infill development that is consistent with existing single-family residential neighborhoods in close proximity to the Downtown core;
3. Allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and
4. Promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The proposed parcel is located between medium density single family detached lots on the east, west, and south, and large estate lots to the north. The proposed medium density development would be consistent with these surrounding land uses. Its location along Main Street, a 4-lane arterial, provides excellent access to Downtown Parker, Parker Road, and other community services and amenities. Additionally, the parcel is located within Parker's Urban growth Boundary per Figure 2A of the 2035 Master Plan. This indicates residential would be an appropriate use for this site.

Staff Analysis

The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's "Planning Area Boundary." Specifically, the subject property is located within the Neighborhood Character Area of Medium Density Residential as designated by the Parker 2035 General Land Use Plan, which is planned to provide residential uses not to exceed 3.5 dwelling units per acre.

The subject property has been identified as property to be annexed, zoned and developed in the Town for residential uses; therefore, the subject property is appropriate for single-family residential development.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The original zoning is agricultural. The parcel is surrounded by residential development and existing City services, defining it as an infill community. Agriculture is not the highest and best use for this parcel as its Southern Boundary is adjacent to Main Street and it is in between two existing residential neighborhoods.

Staff Analysis

There was no error in the original zoning but single-family residential is more consistent with the Town's 2035 Master Plan land use designation of Medium Density Residential.

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

Applicant's Response

Since the 1970s this area of Parker has continually been developed as a low to medium density single-family residential community. This infill parcel is surrounded by residential development on all its boundaries and Mainstreet to the south. Given this growth and surrounding uses, agriculture is an outdated use for this parcel, and single-family residential would be appropriate new use for the property.

Staff Analysis

The Parker 2035 Master Plan directs future zonings of unincorporated lands within the Planning Area and requests for rezonings of existing properties already annexed in the Town. The Denver Metropolitan area is home to 2.8 million people today and another million people are expected in the metro area by 2035. Parker will continue to receive a share of this growth over the next 20 years. The existing Agricultural Zoning designation within the Town of Parker Boundary and the 7.5-acre property zoned Rural Residential within unincorporated Douglas county are inconsistent with the Master Plan's Character Area designation for Medium Density Residential.

The property to the immediate east and south is zoned Willow Pointe North and Willow Pointe South Planned Development. The PD consists of 185.3 acres and allows a maximum total of 742 units, 392 units in Willow Pointe North (81.6 acres for a density of 4.8 dwelling units per acre) and 350 units in Willow Pointe South (103.7 acres for a density of 3.37 dwelling units per acre). Willow Pointe North and South have a combined average allowed maximum density of four dwelling units per acre, exceeding the recommended maximum density for the Medium Density Residential Area of 3.5 dwelling units per acre. At the time the Town Code only required 10% park and open space dedication. Lot sizes in the plan have a minimum range of 3,000 square feet to 6,000.00 sf and a maximum building height of 35 feet.

The property to the immediate west is zoned Parker Vista Planned Development. The PD consists of 57 acres with an allowed density range from 3.5 to a maximum of 4 dwelling units per acre. The PD allows for a maximum of 220 dwelling units, equating to 3.86 dwelling units per acre, exceeding the recommended maximum density for the Medium Density Residential Area of 3.5 dwelling units per acre. The average lot size for the PD is 6,000 s.f.

The Kime Ranch PD proposes a maximum density of 3.5 dwelling units per acre, 20% Open Space dedication, equating to 8.582 acres, and park space to be provided at .0239 acres per dwelling unit per code requirements. Lots are required to be a minimum of 5,500 s.f. with a maximum building height of 35 feet. The Kime Ranch PD is consistent and comparable with adjoining Planned Developments in density, lot sizes, building heights, and setbacks and has larger percentage of allocated open space to total acreage.

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

Applicant's Response

Vehicular circulation will be provided with primary access from Mainstreet to the south. Mainstreet is a 4-lane arterial with a Level of Service (LOS) D. LOS D is defined as a roadway where speeds begin to decline with increased density. This LOS provides vehicular circulation under the capacity of the roadway, with vehicles typically spaced 160' (8 car lengths) apart. The primary access point will be at the intersection of Mainstreet and Willow Park Drive. This is a signalized intersection with a dedicated

left-hand turn-lane and arrow from Mainstreet to the parcel. Additional connections will be provided to the existing single-family detached neighborhoods to the east and the west. These connections will be made at Parklane Drive and Grays Peak Drive, which are existing stub streets in the Parkers Vista and Willow Pointe neighborhoods. Associated with the streets are sidewalks furthering the circulation within the parcel and will connect to the adjacent neighborhoods. The Sulphur Gulch Trail directly to the south is a regional trail that will connect this development to the Riva Ridge Park, Norwell Outdoor Fitness Park, Parker Town Hall, Parker Arts, Culture, and events Center, and the Douglas County Library. All these amenities are within a 5-to-10-minute walk. This regional trail also provides a direct bicycle and pedestrian connection to Downtown Parker.

Staff Analysis

Main entry access will be provided with Mainstreet to the south. At the time of development, the applicant will be required to construct any additional auxiliary lanes necessary for their development as identified within the traffic study for the property and create cross access easements to ensure adequate circulation.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

Service costs to the municipality will be minimal. The parcel is surrounded by existing development including access to utilities, such as water, sewer, electric, etc. The park and open space will be owned and maintained by the HOA/Metro District. Fire and police protection are already serviced by the Town of Parker, and 150 units should be minimal impact to life safety.

Staff Analysis

The public improvements necessary to support the subject property are currently in place. Additional public improvements will be determined and required during the platting process. Any construction on the subject properties will be considered private and will be privately maintained.

As evidenced by the inclusion of the subject property in the Town's Planning Area, the Town is prepared to meet the additional municipal service costs associated with the subject property.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

Environmental impacts will be minimal considering the parcel's prior use was agricultural for many years. The proposed development will reduce the amount of

erosion and aid in weed mitigation. Provided open space areas and detention allow for natural water quality processes to occur. The provided perimeter landscape buffers act as a wildlife corridor for smaller game which will remain relatively undisturbed

Staff Analysis

The subject property is surrounded by urbanized areas and will be required to meet all Town environmental standards as set forth in the Land Development Ordinance, such review will occur during the subdivision processes. As a part of this review, site improvements will be required to be designed to ensure that any environmental impacts are mitigated.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The parcel is located within the Medium Density Residential Land Use of the Parker 2035: Changes and Choices. Medium-density residential is intended for single-family residential housing at a density of no more than 3.5 units per acre. The proposed development of 150 units (3.5 units per acre) would meet the intention of this category. The proposed development would meet the following goals and strategies outlined in the Town Master Plan:

Chapter 6 - Land Use Goals and Strategies: 1, 1.A., 1.B., 1.D., 1.F., 1.G., and 1.H.

Chapter 8 - Housing and Neighborhoods Goals and Strategies: 1., 1.A., 3., 5., and 5.A.

Chapter 10 – Transportation: 2. And 3.

Chapter 11 – Public Services and Facilities: 1.G., 1.H., and 1.J.

Chapter 12 – Natural Resources: 3.C., 5.C., 7., 7.A., and 7.C.

Chapter 13 – Open Space and Recreation: 2. And 3.

Staff Analysis

As detailed in Section IV. of this staff report, the proposed rezoning to allow for the Kime Ranch Planned Development is consistent with the Neighborhood Character Area Medium Density Residential of the Parker 2035 Master Plan.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The parcel is surrounded by development including access to utilities, such as water, sewer, electric, etc. and is part of Parker Water and Sanitation District's service boundary. The proposal includes a park and trail to provide neighborhood residents a place for active and passive recreational activities. Schools will be compensated with fees in lieu.

Staff Analysis

The property is located within Parker Water and Sanitation District and infrastructure exists serving adjoining properties.

Based on this analysis, staff has determined that this criterion has been met.

I. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Zoning Comments
Parker Engineering	Approved
Aztec Consultants	No Comment
Parker Building	Advisory Comments
Fire Life Safety	Approved
Douglas County Assessor's Office	No Comment
Douglas County Planning	No Comment
Douglas County School District	Advisory Comments
Parker Police	No Comment
Parker Comprehensive Planning	This proposed rezoning is located in the Medium Density Residential Character Area which is described on the Master Plan as residential development up to 3.5 dwelling units per acre and supporting uses. The proposed zoning with 150 dwelling units on 42.91 acres, parks and open space aligns with the recommendations of the Parker 2035 Master Plan.

Xcel	Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.
IREA	Approved
CenturyLink	No Comment
Comcast	No Comment
Parker Water and Sanitation District	Approved
RTD	No Comment

VIII. CONCLUSION

This zoning request is being processed to allow a maximum of 150 single-family homes in the Medium Density Residential area. The proposed rezoning to Kime Ranch Planned Development dictates height, setbacks, floor area, required open space and park space consistent with the Town's Land Development Ordinance and the Parker 2035 Master Plan. The application has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning request.

IX. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Kime Ranch Property rezoning to PD-Planned Development District with no conditions.

X. ATTACHMENTS

1. Kime Ranch Development Plan
2. Kime Ranch Development Guide

Report Approved By: Bryce Matthews, Planning Manager

KIME RANCH

Planned Development Guide

Submitted to:

The Town of Parker

Prepared for:

Century Communities

Cindy Myers, VP Director of Land Entitlement

8390 E. Crescent Parkway, Suite 650

Greenwood Village, CO 80111

A. Statement of Purpose

The purpose of this development Plan and Development Guide is to establish standards for the development and improvement of the property. The standards contained in this Development Guide are intended to carry out the goals of this planned community.

B. Application

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

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

AUTHORITY

A. Authority

The authority of this Development Guide is Section 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended.

B. Adoption

Reference Chapter 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended.

C. Relationship of Town Regulations

The provisions of this Development Guide shall prevail and govern development of the Kime Ranch PD to the extent provided by Chapter 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended, except where the provisions of the Development Guide do not clearly address a specific subject, or are silent. In such a case the provisions of the Parker Municipal Code, or any other codes or regulations of the Town of Parker shall prevail, when applicable.

D. Enforcement

The provisions of the Development Guide relating to the use for land shall run in favor of the Town or Parker and shall be enforceable, at law or in equity, by the Town of Parker. All Provisions of this Development Guide shall run in favor of the residents, occupants, or owners of the land on which the Kime Ranch PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the Parker Municipal Code and Charter, as amended, and where applicable, State law.

E. Additions

The addition of appropriately zoned land to the Kime Ranch PD shall be considered a zoning amendment and shall be subject to the procedures and requirements contained in Sec. 13.04.240 of the Parker Municipal Code, as amended.

CONTROL PROVISIONS

A. Control Over Use

After the adoption of this Development Guide by the Town Council, The Town of Parker and subject to the approved Annexation Agreement, the provisions of Section 13.04.230 (Non-Conforming Situations) and these Development Standards, in conjunction with the Town of Parker Land Development Code, shall control development and land use.

B. Control Over Location and Bulk

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

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

C. Incorporation of the Development Plan

The plan for development of the Kime Ranch including the type, location and boundaries of land use area as shown on the Kime Ranch PD Development Plan, which is attached as Exhibit A and is hereby incorporated by reference into this Development Guide.

GENERAL PROVISIONS

A. Purpose

The purpose of this section is to establish general provisions and clarify standard and requirements for development which may occur in the Kime Ranch PD.

B. Planning Area Boundaries

The boundaries and acreage of all Planning Areas within Kime Ranch PD are shown on the Kime Ranch Development Plan.



1. The final boundary of any Planning area shall be established when the final plat(s) is prepared for the area.

C. Utility Connections

Approval for connection to the Parker Water and Sanitation District facilities or other appropriate utility system shall be required for each principal building to be constructed under the terms of this Development Guide within the Kime Ranch PD and notice of such approval shall be provided to the Town Building Inspector.

D. Agricultural Uses

Agricultural activities, and all accessory structures and uses which are customarily incidental or appropriate to farming and ranching shall be permitted within the Kime Ranch PD prior to but not during the phased development of the total project, subject to the Parker Municipal Code, as amended.

DEVELOPMENT STANDARDS

SECTION I.

DEVELOPMENT STANDARDS

SECTION 1.

SINGLE FAMILY DETACHED RESIDENTIAL Planning Area One - (PA) – 1

Sec. 1-10 Description & Definitions

The Single Family Detached residential area may have up to a total of 150 homes. The single family detached neighborhood will include a park, open spaces and trail corridors which will connect the residences to the site's amenities, and regional trail network.

1. Building Setback: The distance between the building (measured at foundation) and the adjacent street right-of-way or property lines, whichever is closer.
2. Patio: A covered or uncovered, unenclosed portion of a single family detached or duplex structure, typically projecting beyond the structure's foundation.
3. Porch: A covered or uncovered, unenclosed portion of a single family detached or duplex structure, typically projecting beyond the structure's exterior façade.
4. Side Loaded Garage: A garage in which the door is situated parallel to the side elevation of a structure.

Sec. 1-20 Intent

The intent for the Single-Family Zone District is to create development that is diverse and unique and offers creative site planning solutions for detached homes which add variety to the Town of Parker community. These homes may offer a variety of unit types with varying building characteristics including ranches and two story homes.

Single-family residential homes may be served by public streets, existing on fee-simple lots, with common open spaces maintained by an Owners Association.

Sec. 1-30 Uses Permitted

Primary Uses



1. Single family detached dwellings with front or side loaded garages.
2. Home occupations in accordance with Section 13.04.180 of the Parker Municipal Code, as amended
3. Attached or detached private garages (3 car maximum)

Accessory Uses

1. Public and private Open Space and Parks
 - a. The maximum height of any structure in an Open Space or Park area shall be 25 feet.
2. Other outdoor recreational uses including but not limited to;
 - a. Trails and pathways.
 - b. Nature center/ picnic area.
3. Drainage facilities and detention/water quality ponds, subject to the requirements established within Section 13.07.140(c)(9)(f) of the Parker Municipal Code, as amended.
4. Temporary sales trailers or modular homes and show home complexes and accessory uses in accordance with section 13.04.210 of the Town of Parker Municipal Code, as amended.

Sec 1-40 Development Standards

1. Maximum number of dwelling units: 150.
2. Minimum standard lot area: 5,500 square feet
3. Maximum Building height: 35 feet
4. Minimum lot width:
 - a. At the street: 40 feet
 - b. At a cul-de-sac, knuckle or similarly curved frontage at the street: 30 feet
5. Primary structure front setback (from local street right-of-way):
 - a. 20 feet to face of garage
 - b. 15 feet to face of home
 - c. 10 feet to unenclosed covered porch or patio without living space above the porch
6. Primary and accessory structure side setback: 5 feet
7. Primary structure rear setback:
 - a. 20 feet from rear building façade to internal lot line or lot adjacent to a buffer
 - b. 15 feet from unenclosed covered porch, patio, or deck without living space above to internal lot line or lot adjacent to a buffer.
8. Accessory structure rear setback: 10 feet
9. Detached garage rear setback: 5 feet
10. Corner lot side setback (From local street right-of-way): 10 feet to side of structure,
11. Corner lot side setback (From collector street right-of-way): 15 feet to side of structure,
12. Minimum building separation: 10 feet (does not include overhangs or window wells)
13. Setback Encroachments:
 - a. Cantilevers, chimneys, entertainment centers, bay or box windows, brick or stone ledges and roof overhangs may encroach into the setback a maximum of 24 inches.
 - b. Window wells may encroach into the setback a maximum of 36 inches so long as there is no conflict with utility easements.

Sec. 1-50 Design Standards

1. Minimum Buffer from the Western and Northern Property lines: No fences or structures shall be erected closer than 40 feet from the property lines of Kime Ranch for the purpose of preserving land.
2. Minimum Buffer from the Eastern Property line: No fences or structures shall be erected closer than 6 feet with and average of 30 feet from the property lines of Kime Ranch for the purpose of preserving land.
3. Minimum Buffer adjacent to Mainstreet: A separation buffer between the back of residential lot and edge of Mainstreet right-of-way shall be 35 feet. The buffer may be counted towards the open space requirement.
4. Front porches are encouraged.



5. All single family homes must be located with the first floor elevation above the adjacent sidewalk.
6. Two (2) car garages (minimum) shall be required.

Staggered setbacks are required. The front building setback of one (1) lot shall be varied by a minimum of two (2) feet from the front building setback of any home within two (2) lots on either side of the subject lot in accordance with the Town of Parker Residential Design Criteria- Sec. 13.10.161 (g) of the Parker Municipal Code, as amended.

SECTION 2. NOTES

1. The developer has the right to build at a lower density provided the Town has determined that the use is permitted and compatible with surrounding land uses. The finding of compatibility is determined at the time of Preliminary Plan or Site Plan review; provided the developer meets the requirements of that particular zone district and the intent statement of this Development Plan. This reduction shall be considered a minor change, enabling the developer to gain approval of the site without amending the Development Plan.
2. All roadway systems are conceptually located to provide access to the site and its environs. Final alignments, access and design will be determined at the time of Final Plat.

SECTION 4. DESIGN INTENT AND CRITERIA

Sec 5-10 Circulation, Road Patterns and Standards

Roads will be designed pursuant to the Town of Parker Roadway Design and Construction Criteria Manual and will provide street trees and detached walks on both sides along neighborhoods streets. The intent is to encourage pedestrians to utilize the walks and trails for day to day local trips creating more pedestrian oriented streets.

Sec. 5-20 Right-of-way Landscaping

The agreement shall be assigned to the homeowner's, or commercial owner's association, therefore requiring the maintenance and irrigation, including the irrigation taps by the assigned entity or individual resident.



KIME RANCH PD - PLANNED DEVELOPMENT

DEVELOPMENT PLAN
BEING A PART OF SECTION 23, TOWNSHIP 6 SOUTH
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 1.5" BRASS CAP ENCASED IN CONCRETE AT THE NORTH 1/4 CORNER AND A 3" BRASS CAP STAMPED "LS 2690" AT THE NORTHEAST CORNER, SAID LINE BEING ASSUMED TO BEAR N89°31'03"E A DISTANCE OF 2676.71 FEET.

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;

THENCE ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°20'03"E A DISTANCE OF 488.30 FEET, TO THE SOUTHWESTERLY CORNER OF THE DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

- N89°31'03"E A DISTANCE OF 669.29 FEET;
- N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID NORTH LINE, N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23;

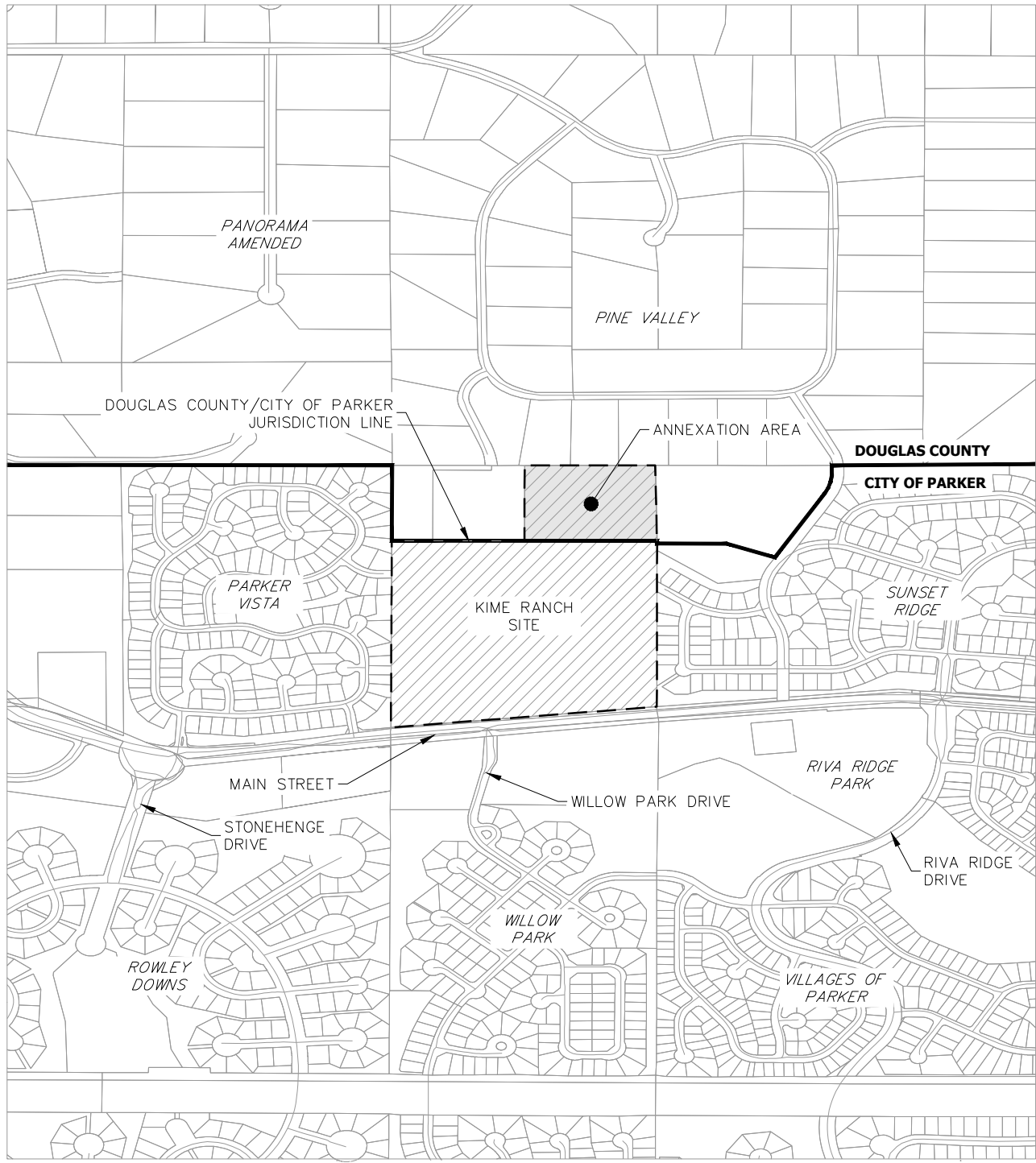
THENCE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23, S00°21'26"E A DISTANCE OF 1570.02 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAINSTREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

- S85°28'12"W A DISTANCE OF 40.99 FEET;
- S83°13'47"W A DISTANCE OF 1101.75 FEET;
- N06°46'13"W A DISTANCE OF 12.00 FEET;
- S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,869,272 SQUARE FEET OR 42.9126 ACRES.



VICINITY MAP

SCALE: 1:1000
NORTH

SHEET INDEX

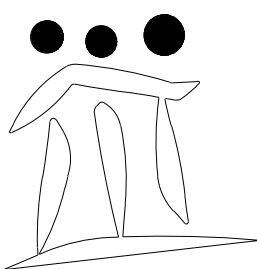
1 OF 2 COVER SHEET
2 OF 2 DEVELOPMENT PLAN

OWNER



8390 E. CRESCENT
PARKWAY, SUITE 650.
GREENWOOD
VILLAGE, CO 80111

LAND PLANNING



PCS GROUP, INC.
P.O. BOX 18287
DENVER, CO 80218
P. 303.531.4905
F. 303.531.4908

ENGINEERING



7200 S ALTON WAY, C400
CENTENNIAL, CO 80112
P. 303.740.9393

SIGNATURE BLOCK BY OWNER:

I / WE THE UNDERSIGNED, BEING THE OWNER OF THE DEEDS OF TRUST AND HOLDER OF OTHER INTEREST IN THE PLANNED DEVELOPMENT KNOWN AS KIM E RANCH, DO HEREBY INDICATED THAT THIS DEVELOPMENT PLAN REPRESENTS THE APPROVED LAND USE CONCEPT FOR THE PROPERTY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED BEING PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

OWNER:

BY CENTURY LAND HOLDINGS, LLC

OWNER OR OWNER'S REPRESENTATIVE

STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

BY: _____

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLANNING COMMISSION ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____, 2021.

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

TOWN COUNCIL ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF _____, 2021, FOR THE PROPERTY DESCRIBED AS THE HESS RANCH PROPERTY. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

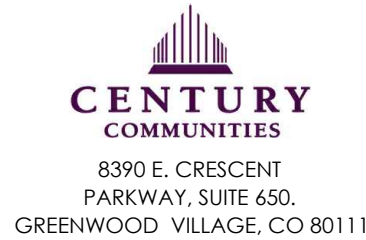
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

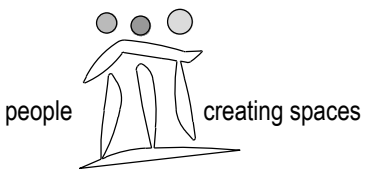
I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 2021 A.D. AT _____ O'CLOCK, ____M. AND WAS RECORDED WITH RECEPTION NUMBER _____.

DOUGLAS COUNTY CLERK AND RECORDER

Prepared For



Landscape Architecture



pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
t 303.531.4905 f 303.531.4908

KIME RANCH

TOWN OF PARKER

PLANNED DEVELOPMENT

Drawn by: PCS
Checked by: PMS
Issue Date: 04.30.21
Revisions: 07.21.21

Sheet Name

COVER SHEET

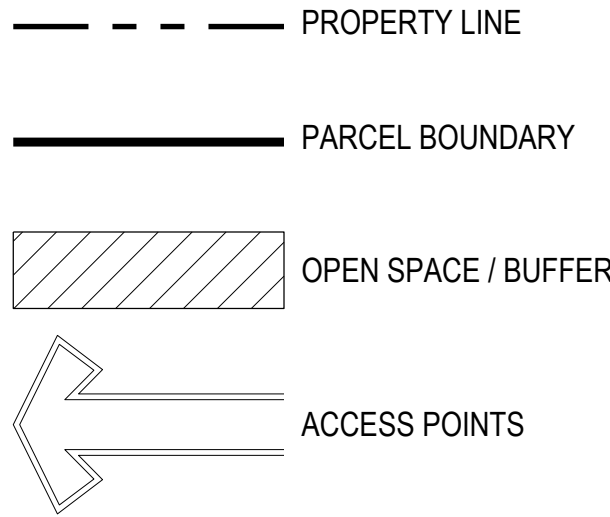
Sheet Number

1 OF 2

KIME RANCH PD - PLANNED DEVELOPMENT

DEVELOPMENT PLAN
BEING A PART OF SECTION 23, TOWNSHIP 6 SOUTH
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGEND



NOTES:

1. THE PROPERTY OWNER SHALL DESIGN, CONSTRUCT, MAINTAIN TRAILS THROUGHOUT THE PROPERTY ACCORDING TO TOWN STANDARDS AND AS DEPICTED ON THE DEVELOPMENT PLAN.
2. LOCATION OF ROADS AND PARK ARE FOR PURPOSES OF INTENT ONLY TO DEPICT CONNECTIVITY TO ADJACENT NEIGHBORHOODS AND WILL BE FURTHER DEFINED IN SUBSEQUENT SITE PLAN SUBMITTALS.
3. OPEN SPACE AND PARK HATCHING IS TO ILLUSTRATE INTENT, EXACT LOCATIONS TO BE DETERMINED AT SUBDIVISION.
4. ALL STRUCTURES SHOWN ON SITE ARE EXISTING AND SHALL BE REMOVED.
5. UTILITY PROVIDERS:
WATER AND SANITARY SEWER: PARKER WATER AND SANITATION DISTRICT
GAS: XCEL
ELECTRIC: IREA
6. SERVICE PROVIDERS:
POLICE PROTECTION AND OTHER MUNICIPAL SERVICES WILL BE EXTENDED TO THE PROPERTY BY THE TOWN OF PARKER.
FIRE PROTECTION WILL BE PROVIDED BY SOUTH METRO FIRE AND RESCUE AUTHORITY.
7. THERE ARE NO KNOWN EXISTING WATER COURSES, FLOOD PLAINS OR RETENTION AREAS ON THE SITE.

LAND USE SUMMARY:

ACRES:
42.91
MAX. DU/AC: 3.5
MAX. UNITS: 150

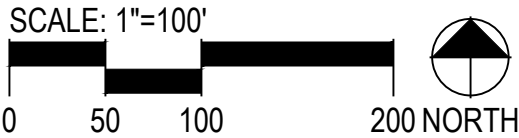
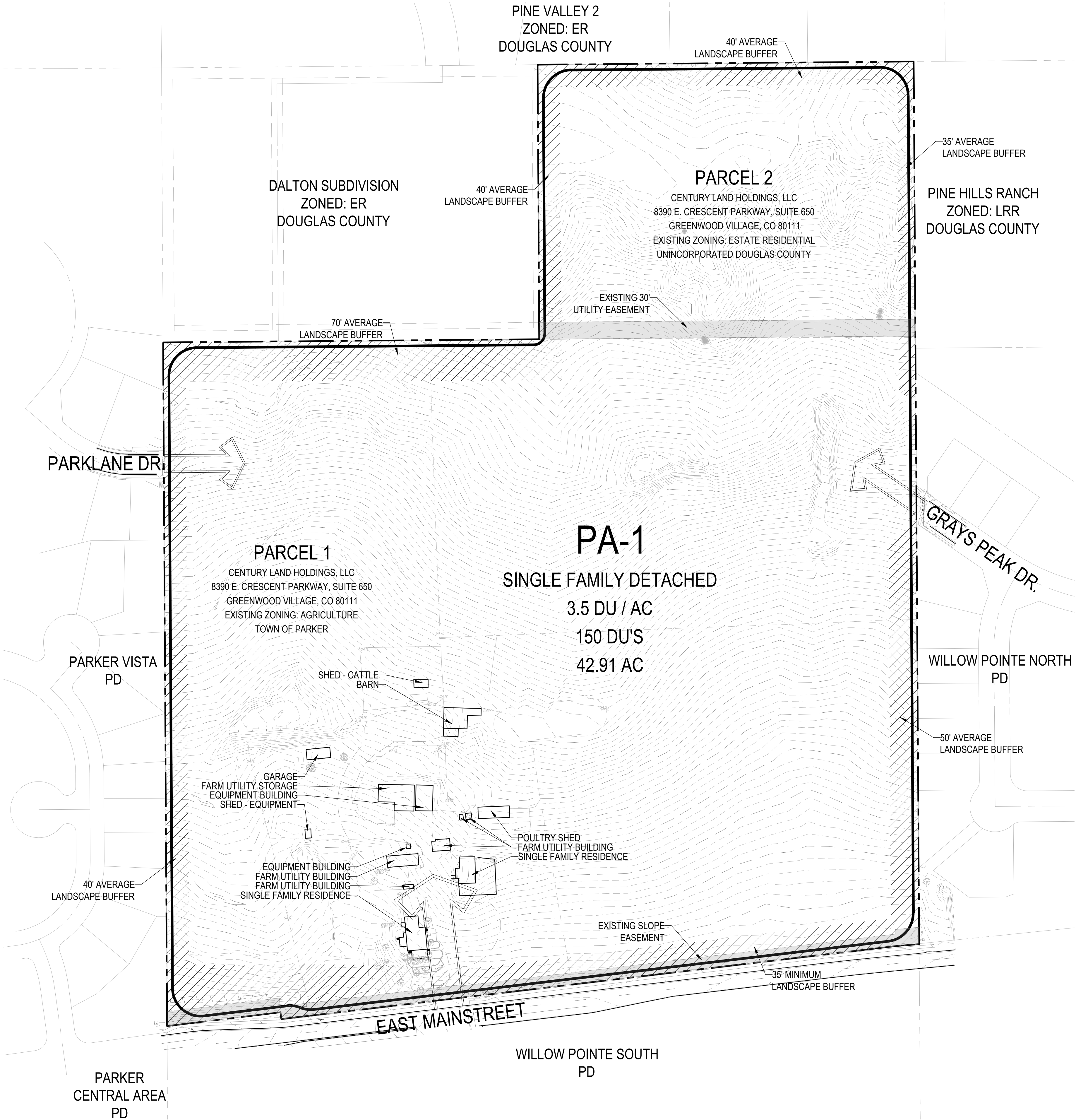
ZONING SUMMARY:

	PARCEL 1	PARCEL 2
EXISTING MUNICIPALITY:	TOWN OF PARKER	DOUGLAS COUNTY
PROPOSED MUNICIPALITY:	TOWN OF PARKER	TOWN OF PARKER
EXISTING ZONING:	AG (AGRICULTURE)	ER (ESTATE RESIDENTIAL)
PROPOSED ZONING:	PD DEVELOPMENT PLAN	PD DEVELOPMENT PLAN

PARKS AND OPEN SPACE REQUIREMENTS

PARKS: 150 UNITS X 0.0239 = 3.58 ACRES¹
OPEN SPACE: 42.91 ACRES X 0.20 = 8.582 ACRES

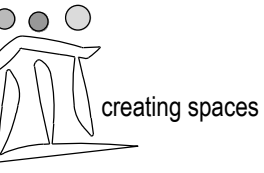
1. FINAL PARK ACREAGE TO BE DETERMINED AT TIME OF SUBDIVISION AND SHALL BE BASED ON NUMBER OF PLATTED LOTS. THE CUMULATIVE NATURE OF PARK, IF SEPARATED IN DIFFERENT AREAS OF PLAN AND / OR THE CASH-IN-LIEU OF LAND DEDICATION WILL COLLECTIVELY MEET THE MINIMUM REQUIREMENT OF PARK ACREAGE. FINAL SITE AND CONFIGURATION TO BE DETERMINED AT TIME OF SUBDIVISION.



Prepared For



Landscape Architecture



pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
t 303.531.4905 f 303.531.4908

KIME RANCH
TOWN OF PARKER
PLANNED DEVELOPMENT

Drawn by: PCS
Checked by: PMS
Issue Date: 04.30.21
Revisions: 07.21.21

Sheet Name

DEVELOPMENT
PLAN

Sheet Number

2 OF 2

Town of Parker
Planning Division
20120 E Main Street
Parker Co 80134
303 805-3327
Attn: Julia Duncan
303 805-3334
jduncan@parkeronline.org

September 9, 2021

Julia,

We have concerns about the proposed housing development located on the Kime Ranch property. Century Homes has indicated they are trying to “Fit in”, “Be good neighbors”, meaning blend in with **ALL** of the surrounding properties. This should include similar house styles and lot sizes. Along the north side of this development, they are backing up to our 7 1/2 acres, all of our other Pine Valley neighbors each have 2 ½ or more acres. Our property values are at a million plus, Century Homes is proposing houses that are 1/3 of that. While Century Homes spoke of being good neighbors at their September 2nd zoom meeting, it seemed to us that only the neighbors to the East and West of the Kime Ranch were being considered. We to the North in Pine Valley are going to be **GREATLY** impacted by this development, and should be considered as well. Only giving the Pine Valley neighbors to the North a 40 ft. buffer does not seem appropriate.

At the zoom meeting held on Century Homes stated the lot sizes would be about 1/3 of an acre. The size of lots proposed are 110 X 50 that equals 1/8 of an acre per lot. That calculates to be 8 houses per acre. Building 8 houses per acre seems excessive! Century Homes current plan does not blend in with the surrounding neighborhoods at all. These proposed lots are much smaller than all surrounding neighborhood lots.

There is a subdivision in the town of Parker called Reata Ridge Village, built by Richmond homes. We are sure you are familiar with that. Richmond has excavated 20 to 30 feet in some areas, moved their houses back off the North property lines 300 to 500 ln.ft., have kept low profile homes along the North property lines, and created a nice open space between the existing acreage lot neighborhood called Robinson Ranch. The Richmond houses are 3500 to 7000 sq.st. and are on larger lots. If Richmond can do this for the existing neighbors in order to “Fit in”, “Be good neighbors” Century Homes should make the same effort. We would like to see low profile homes and a substantial buffer between the Century Homes development and our property line.

Well water contamination. We have a concern that our well water is going to be contaminated with pesticides, fertilizer, etc. Who is going to be held accountable for that?

Please consider our requests before approving this development.
Let us know what the next step is.
Thanks for your consideration,

Sincerely,

Michael and Joanna Floyd and family
Pine Valley
7786 Lark Drive (Lot 19, 20, & 21)
Parker Co 80138
303 841-0867
Joannafloyd@comcast.net

ORDINANCE NO. 2.278, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE KIME RANCH PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibits 1 and 2** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit 3**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description of Parcel 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT NORTHEAST CORNER OF SECTION 23 BY A 3" BRASS CAP STAMPED "2690", AND AT THE NORTH QUARTER OF SECTION 23 BY A 1-1/2" BRASS CAP, SAID LINE BEARS N89°31'03"E.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

THENCE ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, S00°20'03"E A DISTANCE OF 488.30 FEET, TO THE SOUTHWESTERLY CORNER OF DALTON SUBDIVISION, 3RD AMENDMENT RECORDED UNDER RECEPTION NO. 2016082720 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY LINE OF SAID DALTON SUBDIVISION 3RD AMENDMENT AND ITS EXTENSION, N89°31'03"E A DISTANCE OF 1338.59 FEET, TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ON SAID EAST LINE, S00°21'26"E A DISTANCE OF 1081.72 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. S85°28'12"W A DISTANCE OF 40.99 FEET;
2. S83°13'47"W A DISTANCE OF 1101.75 FEET;
3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,542,483 SQUARE FEET OR 35.4105 ACRES.

EXHIBIT 2

Legal Description of Parcel 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT NORTHEAST CORNER OF SECTION 23 BY A 3" BRASS CAP STAMPED "2690", AND AT THE NORTH QUARTER OF SECTION 23 BY A 1-1/2" BRASS CAP, SAID LINE BEARS N89°31'03"E.

BEGINNING AT THE EAST SIXTEENTH CORNER OF SECTION 23 AND SECTION 14, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

THENCE ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, S00°21'26"E A DISTANCE OF 488.30 FEET, TO A POINT ON THE EXISTING BOUNDARY OF THE TOWN OF PARKER AS ANNEXED IN WILLOW POINTE ANNEXATION, RECORDED UNDER RECEPTION NO. 320260, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON SAID EXISTING BOUNDARY, S89°31'03"W A DISTANCE OF 669.29 FEET, TO A POINT ON THE EAST LINE OF DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON SAID EAST LINE, N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23;

THENCE ON SAID NORTH LINE N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 326,789 SQUARE FEET OR 7.5021 ACRES.

EXHIBIT 3

KIME RANCH ANNEXATION AGREEMENT

THIS KIME RANCH ANNEXATION AGREEMENT (this “**Agreement**”) is voluntarily made and entered into this _____ day of _____, 2021, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the “**Town**”), the Parker Water and Sanitation District (hereinafter referred to as the “**District**”) (only as to Paragraph 3), and Century Land Holdings, LLC, and its successors and assigns (the “**Property Owner**”).

RECITALS:

A. The Property Owner is the owner of certain real property situated in the Town of Parker, Colorado, which is described in **Exhibit A**, attached hereto and made a part hereof (the “**Parcel 1**”) and zoned A-Agricultural District under the Parker Land Development Ordinance.

B. The Property Owner is the owner of certain real property situated in the County of Douglas, State of Colorado, which is described in **Exhibit B**, attached hereto and made a part hereof (the “**Parcel 2**”) and zoned Rural Residential in Douglas County.

C. The Property Owner desires that the Town annex Parcel 2 and zone both Parcel 1 and Parcel 2 (collectively referred to as the “**Property**”), PD-Planned Development under the Parker Land Development Ordinance to be developed under single development responsibility in accord with a unified plan for development of the Property.

D. Concurrently with its petition for annexation to the Town, the Property Owner has filed with the District a petition for inclusion of the Property.

E. The Town wishes to annex Parcel 2 into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

F. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of Parcel 2 shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall

cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement.

ii. Parcel 2 has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado (the “**Records**”).

iii. The District signs this Agreement.

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties’ mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. Zoning Approval. The Property Owner hereby consents to zoning the Property PD-Planned Development pursuant to the Development Plan and Guide that is adopted by Ordinance No. 3.360 contemporaneously with this Agreement (the “**Development Plan**”).

b. Town Fees. The Property Owner hereby agrees to pay the Town its actual out of pocket cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director, provided that the Town provides to the Property Owner reasonable documentation of such costs, such as invoices. In addition,

the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance and such additional fees and taxes as may be in effect at the time such payment is required in accordance with Town ordinance except as specifically provided by this Agreement, provided that real property taxes will become effective on January 1 of the next succeeding year following the effectiveness of the annexation ordinance adopted by the Town annexing the Property into the Town. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner shall provide 8.582 acres of open space on the Property (the “**Open Space**”), which Open Space will be owned and maintained by a homeowners' association approved by the Town (the “**Association**”). The Open Space within the Property shall be conveyed to the Association with each final plat that contains or abuts the Open Space. The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds and rodents on the Open Space Property prior to the conveyance to the Association.

6. Trail and Trail Connections. The Property Owner shall hereby design and construct, and cause to be maintained by the Association approved by the Town, trail connections throughout the Property, in accordance with any and all future approved subdivision plat(s) for the subject properties, as set forth in the Development Plan. The Property Owner shall design and construct such trails according to Town standards contained in the Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended (the “**Park and Trail Standards**”). Materials used to construct such trails shall be determined by the Town at the time of the first preliminary plan for the Property. Prior to the issuance of any building permit for the construction of a dwelling unit within any Planning Area or part thereof that contains or abuts portions of such trails, such portions of such trails shall be constructed. If only a portion of a Planning Area is platted, the Property Owner shall construct such trails within and/or adjacent to the entire Planning Area.

7. Parks. The Property Owner shall develop parks sites in accordance with the minimum collective acreage that is calculated based upon 0.0239 acres of developed parks for each residential dwelling unit. The park sites shall be owned and maintained by the Association (the “**Park Sites**”). The Park Sites shall be developed according to the standards contained in the Town's Parks and Open Space Master Plan and the Town of Parker Construction Specifications and Design considerations for Parks, Trails and Streetscapes, as amended. The Property Owner shall construct the Park Sites prior to the issuance of the first (1st) certificate of occupancy (temporary or otherwise) for a final platted area (including a replat) for the Property, as described in the Development Plan. In the event that the Property Owner is not able to install or complete the landscaping improvements within any Park Site due to extreme weather conditions, as generally described in Section 13.10.180 of the Parker Municipal Code, the Property Owner may continue to obtain building permits for residential dwelling units after the

deadline described herein; provided the Property Owner deposits with the Town one hundred and ten percent (110%) of the cost to install the remaining landscaping improvements, in the form of cash or letter of credit, to secure the Property Owner's obligation to install such landscaping improvements on or before the following June 1st.

8. Deficit Reduction Fee. The Property Owner hereby agrees to pay the Town a deficit reduction fee to off-set the impact to the Town's General Fund as a result of this annexation in the amount of Three Thousand Five Hundred Forty-Two and 00/100 Dollars (\$3,542.00) for each residential unit on the Property (the "**Deficit Reduction Fee**"). The Deficit Reduction Fee shall be paid individually at the time of the issuance of a building permit for any residential unit. The Deficit Reduction Fee shall increase annually, commencing on the recordation of first final plat for the Property, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index.

9. Mainstreet Auxiliary Lanes/Sidewalks. The Property Owner shall design and construct, at its sole expense, the following road and sidewalk improvements, in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, as amended (the "**Roadway Manual**"), except as otherwise provided in this Paragraph.

a. Mainstreet Auxiliary Lanes. The Property Owner shall design and construct, at its sole expense, any auxiliary lanes on Mainstreet, or modifications to existing auxiliary lanes, adjacent to the Property, as determined by the Town-approved traffic impact study and in accordance with the Roadway Manual, prior to the issuance of any building permit for the Property.

b. Mainstreet Sidewalks. The Property Owner shall design and construct an eight-foot (8') detached sidewalk on Mainstreet adjacent to the Property, in accordance with the Roadway Manual, prior to the issuance of any building permit for the Property.

10. Mainstreet Signal Modifications. The Property Owner shall design and construct all necessary improvements to the existing traffic signal at the intersection of Mainstreet and Willow Park Drive, as determined by the Town and in accordance with the Roadway Manual, prior to the issuance of any building permit for the Property.

11. Limitation on Number of Dwelling Units. The total number of residential dwelling units allowed on the Property shall not exceed one hundred fifty (150) single family residential dwelling units.

12. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and monetary encumbrances, any additional right-of-way necessary to accommodate any required improvements to Mainstreet adjacent to the Property, in accordance with the Roadway Manual, at the time of recordation of the first final plat for the Property.

13. School Mitigation Plan.

a. School Mitigation Fee Payment. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "**School**

District") the sum of Two Thousand Six Hundred Thirty-Five Dollars (\$2,635.00) for each residential unit constructed on the Property for school mitigation (the "**School Mitigation Fee**"), which fee is for the benefit of the School District and its students. The School Mitigation Fee shall be paid by the Property Owner to the School District prior to the issuance of a building permit for each residential unit within the Property.

b. In Lieu Fee. The Property Owner shall contribute a fee in lieu of land dedication for the school sites (the "**In-Lieu Fee**"), which fee is for the benefit of the School District and its students. The amount of the In-Lieu Fee shall be determined by an appraisal provided by the Property Owner prior to the recording of the first final plat for the Property. The In-Lieu Fee shall be paid by the Property Owner in one (1) installment to the School District for all lots in each final plat, concurrently with the recording of each final plat for the Property. The In-Lieu Fee for each final plat shall be calculated as a proportionate share of the total In-Lieu Fee for the Property, based upon the number of residential units contemplated in such final plat. Any outstanding balance of the In-Lieu Fee shall be paid to the School District in its entirety concurrently with recording of the last residential subdivision plat for the Property.

14. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal laws and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause the Association to be created at the time of the first final plat for the Property for the purpose of maintaining those areas described in this Agreement which are to be owned and maintained by the Association.

15. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and the adoption of an ordinance zoning the Property PD-Planned Development as provided in Subparagraph 4.a of this Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in Subparagraph 4.a. If the Town fails to adopt the ordinance described in Subparagraph 4.a, then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

16. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

17. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- 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.

d. Any other remedy available at law.

18. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

19. Termination. If the zoning as set forth above in Subparagraph 4.a. is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

20. Binding Effect; Amendments. Upon and after the Effective Date, this Agreement shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing by the parties, approved in substantially the same manner as the Agreement itself. The Property Owner is hereby authorized to execute amendments to this Agreement with respect to the entire Property without the approval of any owner of any lot within the Property that is used for residential purposes; however, such amendment(s) will not be enforceable as against such owner(s).

21. Recordation of Agreement. Upon the Effective Date, this Agreement shall be recorded in the Records and upon recordation shall run with the land.

22. Effective Date. This Agreement shall be effective upon the satisfaction of the conditions set forth in Subparagraph 1.a of this Agreement (the "**Effective Date**").

23. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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.

24. 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.

**PROPERTY OWNER: CENTURY
LAND HOLDINGS, LLC**

By: _____
Brian Mulqueen, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Brian Mulqueen as Vice President of Century Land Holdings, LLC.

SEAL

Notary Public

**DISTRICT: PARKER WATER AND
SANITATION DISTRICT (AS TO
PARAGRAPH 3)**

By:

Ron Redd, District Manager

ATTEST:

Maliea Good, Engineering Secretary

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION OF PARCEL 1

EXHIBIT B LEGAL DESCRIPTION OF PARCEL 2

EXHIBIT A

Legal Description of Parcel 1

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THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. S85°28'12"W A DISTANCE OF 40.99 FEET;
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3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,542,483 SQUARE FEET OR 35.4105 ACRES.

EXHIBIT B

Legal Description of Parcel 2

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THENCE ON SAID NORTH LINE N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 326,789 SQUARE FEET OR 7.5021 ACRES.

ORDINANCE NO. 3.360, Series of 2021

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE KIME RANCH PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Finding of Fact.

- a. Application has been made for zoning certain property described in attached **Exhibits 1 and 2**, within the Town of Parker, Colorado (the “Property”), as Kime Ranch District, pursuant to the Town of Parker Land Development Ordinance.
- b. Public notice has been given by publication on the Town’s website at least fifteen (15) days prior to the public hearing of such zoning.
- c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.
- d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.
- e. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to PD-Planned Development District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned PD-Planned Development District as provided in the Kime Ranch Development Plan and Guide, which is attached hereto as **Exhibit 3** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Development Guide and Plan.

Section 3. The Zoning Ordinance and Zoning Map for the Town are hereby amended to conform with the zoning changes to the Property.

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The

Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description of Parcel 1

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2. S83°13'47"W A DISTANCE OF 1101.75 FEET;
3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,542,483 SQUARE FEET OR 35.4105 ACRES.

EXHIBIT 2

Legal Description of Parcel 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT NORTHEAST CORNER OF SECTION 23 BY A 3" BRASS CAP STAMPED "2690", AND AT THE NORTH QUARTER OF SECTION 23 BY A 1-1/2" BRASS CAP, SAID LINE BEARS N89°31'03"E.

BEGINNING AT THE EAST SIXTEENTH CORNER OF SECTION 23 AND SECTION 14, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

THENCE ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, S00°21'26"E A DISTANCE OF 488.30 FEET, TO A POINT ON THE EXISTING BOUNDARY OF THE TOWN OF PARKER AS ANNEXED IN WILLOW POINTE ANNEXATION, RECORDED UNDER RECEPTION NO. 320260, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON SAID EXISTING BOUNDARY, S89°31'03"W A DISTANCE OF 669.29 FEET, TO A POINT ON THE EAST LINE OF DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON SAID EAST LINE, N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23;

THENCE ON SAID NORTH LINE N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 326,789 SQUARE FEET OR 7.5021 ACRES.

KIME RANCH

Planned Development Guide

Submitted to:

The Town of Parker

Prepared for:

Century Communities

Cindy Myers, VP Director of Land Entitlement

8390 E. Crescent Parkway, Suite 650

Greenwood Village, CO 80111

A. Statement of Purpose

The purpose of this development Plan and Development Guide is to establish standards for the development and improvement of the property. The standards contained in this Development Guide are intended to carry out the goals of this planned community.

B. Application

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

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

AUTHORITY

A. Authority

The authority of this Development Guide is Section 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended.

B. Adoption

Reference Chapter 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended.

C. Relationship of Town Regulations

The provisions of this Development Guide shall prevail and govern development of the Kime Ranch PD to the extent provided by Chapter 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended, except where the provisions of the Development Guide do not clearly address a specific subject, or are silent. In such a case the provisions of the Parker Municipal Code, or any other codes or regulations of the Town of Parker shall prevail, when applicable.

D. Enforcement

The provisions of the Development Guide relating to the use for land shall run in favor of the Town or Parker and shall be enforceable, at law or in equity, by the Town of Parker. All Provisions of this Development Guide shall run in favor of the residents, occupants, or owners of the land on which the Kime Ranch PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the Parker Municipal Code and Charter, as amended, and where applicable, State law.

E. Additions

The addition of appropriately zoned land to the Kime Ranch PD shall be considered a zoning amendment and shall be subject to the procedures and requirements contained in Sec. 13.04.240 of the Parker Municipal Code, as amended.

CONTROL PROVISIONS

A. Control Over Use

After the adoption of this Development Guide by the Town Council, The Town of Parker and subject to the approved Annexation Agreement, the provisions of Section 13.04.230 (Non-Conforming Situations) and these Development Standards, in conjunction with the Town of Parker Land Development Code, shall control development and land use.

B. Control Over Location and Bulk

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

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

C. Incorporation of the Development Plan

The plan for development of the Kime Ranch including the type, location and boundaries of land use area as shown on the Kime Ranch PD Development Plan, which is attached as Exhibit A and is hereby incorporated by reference into this Development Guide.

GENERAL PROVISIONS

A. Purpose

The purpose of this section is to establish general provisions and clarify standard and requirements for development which may occur in the Kime Ranch PD.

B. Planning Area Boundaries

The boundaries and acreage of all Planning Areas within Kime Ranch PD are shown on the Kime Ranch Development Plan.



1. The final boundary of any Planning area shall be established when the final plat(s) is prepared for the area.

C. Utility Connections

Approval for connection to the Parker Water and Sanitation District facilities or other appropriate utility system shall be required for each principal building to be constructed under the terms of this Development Guide within the Kime Ranch PD and notice of such approval shall be provided to the Town Building Inspector.

D. Agricultural Uses

Agricultural activities, and all accessory structures and uses which are customarily incidental or appropriate to farming and ranching shall be permitted within the Kime Ranch PD prior to but not during the phased development of the total project, subject to the Parker Municipal Code, as amended.

DEVELOPMENT STANDARDS

SECTION I.

DEVELOPMENT STANDARDS

SECTION 1.

SINGLE FAMILY DETACHED RESIDENTIAL Planning Area One - (PA) – 1

Sec. 1-10 Description & Definitions

The Single Family Detached residential area may have up to a total of 150 homes. The single family detached neighborhood will include a park, open spaces and trail corridors which will connect the residences to the site's amenities, and regional trail network.

1. Building Setback: The distance between the building (measured at foundation) and the adjacent street right-of-way or property lines, whichever is closer.
2. Patio: A covered or uncovered, unenclosed portion of a single family detached or duplex structure, typically projecting beyond the structure's foundation.
3. Porch: A covered or uncovered, unenclosed portion of a single family detached or duplex structure, typically projecting beyond the structure's exterior façade.
4. Side Loaded Garage: A garage in which the door is situated parallel to the side elevation of a structure.

Sec. 1-20 Intent

The intent for the Single-Family Zone District is to create development that is diverse and unique and offers creative site planning solutions for detached homes which add variety to the Town of Parker community. These homes may offer a variety of unit types with varying building characteristics including ranches and two story homes.

Single-family residential homes may be served by public streets, existing on fee-simple lots, with common open spaces maintained by an Owners Association.

Sec. 1-30 Uses Permitted

Primary Uses



1. Single family detached dwellings with front or side loaded garages.
2. Home occupations in accordance with Section 13.04.180 of the Parker Municipal Code, as amended
3. Attached or detached private garages (3 car maximum)

Accessory Uses

1. Public and private Open Space and Parks
 - a. The maximum height of any structure in an Open Space or Park area shall be 25 feet.
2. Other outdoor recreational uses including but not limited to;
 - a. Trails and pathways.
 - b. Nature center/ picnic area.
3. Drainage facilities and detention/water quality ponds, subject to the requirements established within Section 13.07.140(c)(9)(f) of the Parker Municipal Code, as amended.
4. Temporary sales trailers or modular homes and show home complexes and accessory uses in accordance with section 13.04.210 of the Town of Parker Municipal Code, as amended.

Sec 1-40 Development Standards

1. Maximum number of dwelling units: 150.
2. Minimum standard lot area: 5,500 square feet
3. Maximum Building height: 35 feet
4. Minimum lot width:
 - a. At the street: 40 feet
 - b. At a cul-de-sac, knuckle or similarly curved frontage at the street: 30 feet
5. Primary structure front setback (from local street right-of-way):
 - a. 20 feet to face of garage
 - b. 15 feet to face of home
 - c. 10 feet to unenclosed covered porch or patio without living space above the porch
6. Primary and accessory structure side setback: 5 feet
7. Primary structure rear setback:
 - a. 20 feet from rear building façade to internal lot line or lot adjacent to a buffer
 - b. 15 feet from unenclosed covered porch, patio, or deck without living space above to internal lot line or lot adjacent to a buffer.
8. Accessory structure rear setback: 10 feet
9. Detached garage rear setback: 5 feet
10. Corner lot side setback (From local street right-of-way): 10 feet to side of structure,
11. Corner lot side setback (From collector street right-of-way): 15 feet to side of structure,
12. Minimum building separation: 10 feet (does not include overhangs or window wells)
13. Setback Encroachments:
 - a. Cantilevers, chimneys, entertainment centers, bay or box windows, brick or stone ledges and roof overhangs may encroach into the setback a maximum of 24 inches.
 - b. Window wells may encroach into the setback a maximum of 36 inches so long as there is no conflict with utility easements.

Sec. 1-50 Design Standards

1. Minimum Buffer from the Western and Northern Property lines: No fences or structures shall be erected closer than 40 feet from the property lines of Kime Ranch for the purpose of preserving land.
2. Minimum Buffer from the Eastern Property line: No fences or structures shall be erected closer than 6 feet with and average of 30 feet from the property lines of Kime Ranch for the purpose of preserving land.
3. Minimum Buffer adjacent to Mainstreet: A separation buffer between the back of residential lot and edge of Mainstreet right-of-way shall be 35 feet. The buffer may be counted towards the open space requirement.
4. Front porches are encouraged.



5. All single family homes must be located with the first floor elevation above the adjacent sidewalk.
6. Two (2) car garages (minimum) shall be required.

Staggered setbacks are required. The front building setback of one (1) lot shall be varied by a minimum of two (2) feet from the front building setback of any home within two (2) lots on either side of the subject lot in accordance with the Town of Parker Residential Design Criteria- Sec. 13.10.161 (g) of the Parker Municipal Code, as amended.

SECTION 2. NOTES

1. The developer has the right to build at a lower density provided the Town has determined that the use is permitted and compatible with surrounding land uses. The finding of compatibility is determined at the time of Preliminary Plan or Site Plan review; provided the developer meets the requirements of that particular zone district and the intent statement of this Development Plan. This reduction shall be considered a minor change, enabling the developer to gain approval of the site without amending the Development Plan.
2. All roadway systems are conceptually located to provide access to the site and its environs. Final alignments, access and design will be determined at the time of Final Plat.

SECTION 4. DESIGN INTENT AND CRITERIA

Sec 5-10 Circulation, Road Patterns and Standards

Roads will be designed pursuant to the Town of Parker Roadway Design and Construction Criteria Manual and will provide street trees and detached walks on both sides along neighborhoods streets. The intent is to encourage pedestrians to utilize the walks and trails for day to day local trips creating more pedestrian oriented streets.

Sec. 5-20 Right-of-way Landscaping

The agreement shall be assigned to the homeowner's, or commercial owner's association, therefore requiring the maintenance and irrigation, including the irrigation taps by the assigned entity or individual resident.



EXHIBIT A

KIME RANCH PD - PLANNED DEVELOPMENT

DEVELOPMENT PLAN
BEING A PART OF SECTION 23, TOWNSHIP 6 SOUTH
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 1.5" BRASS CAP ENCASED IN CONCRETE AT THE NORTH 1/4 CORNER AND A 3" BRASS CAP STAMPED "1.5 2690" AT THE NORTHEAST CORNER, SAID LINE BEING ASSUMED TO BEAR N89°31'03"E A DISTANCE OF 2676.71 FEET.

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;

THENCE ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°20'03"E A DISTANCE OF 488.30 FEET, TO THE SOUTHWESTERLY CORNER OF THE DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. N89°31'03"E A DISTANCE OF 669.29 FEET;
2. N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID NORTH LINE, N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23;

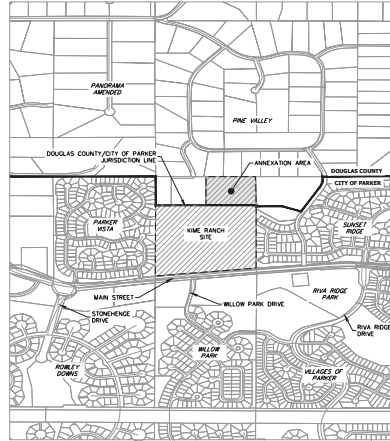
THENCE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°21'28"E A DISTANCE OF 1570.02 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. S85°28'12"W A DISTANCE OF 40.99 FEET;
2. S83°13'47"W A DISTANCE OF 1101.75 FEET;
3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,869,272 SQUARE FEET OR 42.9126 ACRES.



VICINITY MAP

SCALE: 1:1000
NORTH

SHEET INDEX

1 OF 2 COVER SHEET
2 OF 2 DEVELOPMENT PLAN

OWNER



8390 E. CRESCENT
PARKWAY, SUITE 650.
GREENWOOD
VILLAGE, CO 80111

LAND PLANNING



PCS GROUP, INC.
P.O. BOX 18287
DENVER, CO 80218
P. 303.531.4905
F. 303.531.4908

ENGINEERING



7200 S ALTON WAY, C400
CENTENNIAL, CO 80112
P. 303.740.9393

SIGNATURE BLOCK BY OWNER:

I / WE THE UNDERSIGNED, BEING THE OWNER OF THE DEEDS OF TRUST AND HOLDER OF OTHER INTEREST IN THE PLANNED DEVELOPMENT KNOWN AS KIME RANCH, DO HEREBY INDICATE THAT THIS DEVELOPMENT PLAN REPRESENTS THE APPROVED LAND USE CONCEPT FOR THE PROPERTY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED BEING PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

OWNER:

BY CENTURY LAND HOLDINGS, LLC

OWNER OR OWNER'S REPRESENTATIVE

STATE OF COLORADO)

COUNTY OF DOUGLAS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

BY: _____

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLANNING COMMISSION ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____, 2021.

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

TOWN COUNCIL ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF _____, 2021, FOR THE PROPERTY DESCRIBED AS THE KIME RANCH PROPERTY. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 2021, A.D. AT ____ O'CLOCK, ____ M. AND WAS RECORDED WITH RECEPTION NUMBER _____.

DOUGLAS COUNTY CLERK AND RECORDER

Prepared For



Landscape Architecture



pcs group inc. www.pcsgruop.co.com
p.o. box 28287
denver, co 80228
1.303.531.4905 / 1.303.531.4908

KIME RANCH
TOWN OF PARKER

PLANNED DEVELOPMENT

Drawn by: PCS
Checked by: PMS
Issue Date: 04.30.21
Revisions: 07.21.21

Sheet Name

COVER SHEET

Sheet Number

1 OF 2

KIME RANCH PD - PLANNED DEVELOPMENT

DEVELOPMENT PLAN
BEING A PART OF SECTION 23, TOWNSHIP 6 SOUTH
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGEND

- PROPERTY LINE
- PARCEL BOUNDARY
- OPEN SPACE / BUFFER
- ACCESS POINTS

NOTES:

- THE PROPERTY OWNER SHALL DESIGN, CONSTRUCT, MAINTAIN TRAILS THROUGHOUT THE PROPERTY ACCORDING TO TOWN STANDARDS AND AS DEPICTED ON THE DEVELOPMENT PLAN.
- LOCATION OF ROADS AND PARK ARE FOR PURPOSES OF INTENT ONLY TO DEPICT CONNECTIVITY TO ADJACENT NEIGHBORHOODS AND WILL BE FURTHER DEFINED IN SUBSEQUENT SITE PLAN SUBMITTALS.
- OPEN SPACE AND PARK HATCHING IS TO ILLUSTRATE INTENT, EXACT LOCATIONS TO BE DETERMINED AT SUBDIVISION.
- ALL STRUCTURES SHOWN ON SITE ARE EXISTING AND SHALL BE REMOVED.
- UTILITY PROVIDERS:
 - WATER AND SANITARY SEWER: PARKER WATER AND SANITATION DISTRICT
 - GAS: XCEL
 - ELECTRIC: IREA
- SERVICE PROVIDERS:
 - POLICE PROTECTION AND OTHER MUNICIPAL SERVICES WILL BE EXTENDED TO THE PROPERTY BY THE TOWN OF PARKER.
 - FIRE PROTECTION WILL BE PROVIDED BY SOUTH METRO FIRE AND RESCUE AUTHORITY.
- THERE ARE NO KNOWN EXISTING WATER COURSES, FLOOD PLAINS OR RETENTION AREAS ON THE SITE.

LAND USE SUMMARY:

ACRES:
42.91
MAX. DU/AC: 3.5
MAX. UNITS: 150

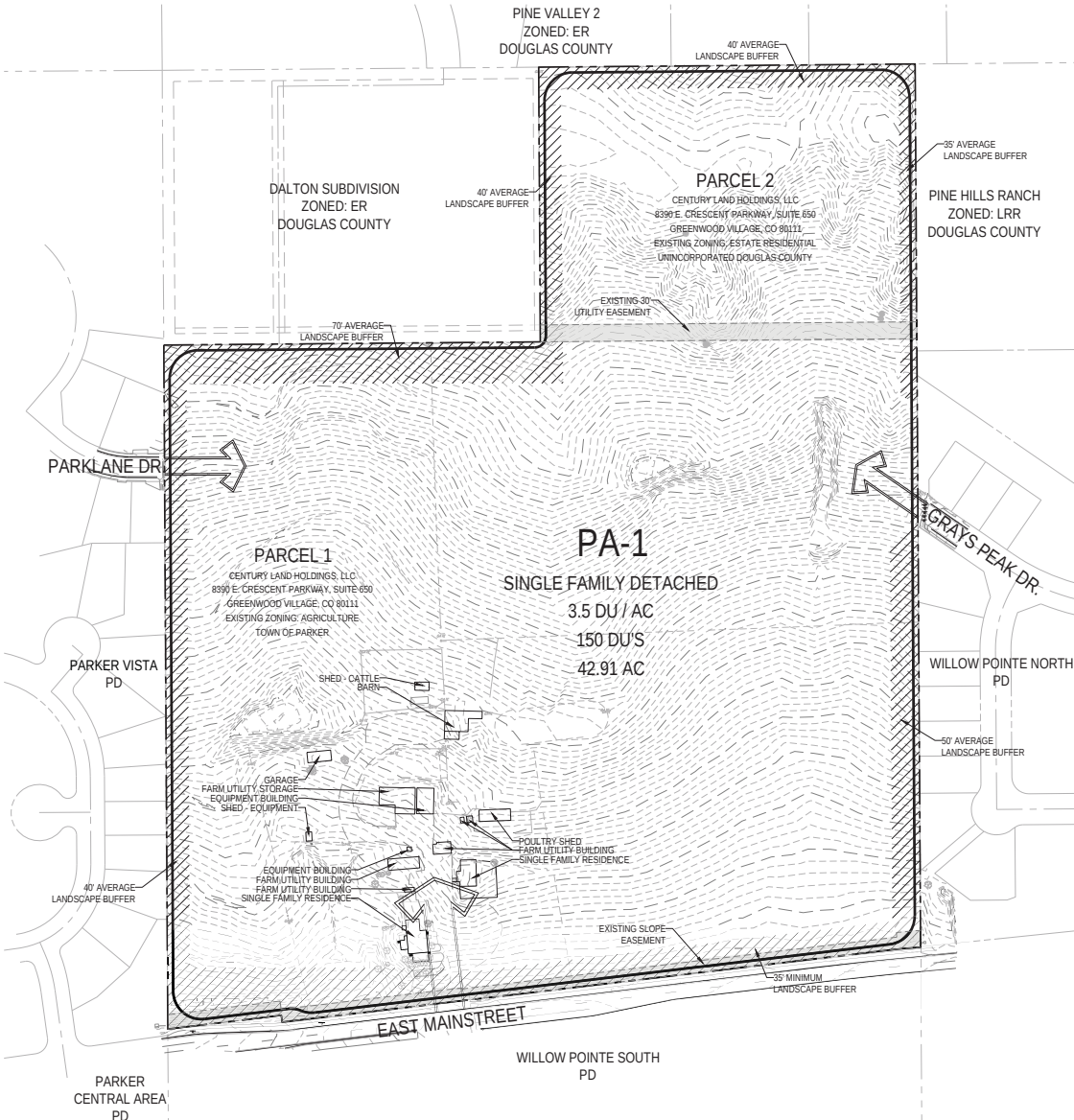
ZONING SUMMARY:

	PARCEL 1	PARCEL 2
EXISTING MUNICIPALITY:	TOWN OF PARKER	DOUGLAS COUNTY
PROPOSED MUNICIPALITY:	TOWN OF PARKER	TOWN OF PARKER
EXISTING ZONING:	AG (AGRICULTURE)	ER (ESTATE RESIDENTIAL)
PROPOSED ZONING:	PD DEVELOPMENT PLAN	PD DEVELOPMENT PLAN

PARKS AND OPEN SPACE REQUIREMENTS

PARKS: 150 UNITS X 0.0239 = 3.58 ACRES
OPEN SPACE: 42.91 ACRES X 0.20 = 8.582 ACRES

- FINAL PARK ACREAGE TO BE DETERMINED AT TIME OF SUBDIVISION AND SHALL BE BASED ON NUMBER OF PLATTED LOTS. THE CUMULATIVE NATURE OF PARK, IF SEPARATED IN DIFFERENT AREAS OF PLAN AND / OR THE CASH-IN-LIEU OF LAND DEDICATION WILL COLLECTIVELY MEET THE MINIMUM REQUIREMENT OF PARK ACREAGE. FINAL SITE AND CONFIGURATION TO BE DETERMINED AT TIME OF SUBDIVISION.



Prepared For

CENTURY
COMMUNITIES
8390 E. CRESCENT
PARKWAY, SUITE 650
GREENWOOD VILLAGE, CO 80111

Landscape Architecture

people creating spaces

pcs group inc. www.pcsgruop.co.com
p.o. box 26287
denver, co 80226
1.303.531.4905 1.303.531.4900

KIME RANCH
TOWN OF PARKER
PLANNED DEVELOPMENT

Drawn by: PCS
Checked by: PMS
Issue Date: 04.30.21
Revisions: 07.21.21

Sheet Name
DEVELOPMENT
PLAN

Sheet Number
2 OF 2



Request for Town Council Action

Date: November 15, 2021

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Lasso Digital Media**

Amount:	Not to exceed \$259,000
Contractor:	Lasso Digital
Department:	Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to approve a 2022 Marketing and Media services contract with Lasso Digital, our new Agency of Record. The total budget impact for 2022 will not exceed \$259,000. This fee will be split among digital, social media, print, broadcast, public relations, and other media as approved by the Cultural Marketing staff. The budget also includes a 15% agency fee, which is standard for the industry.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Our current Agreement for Professional Services with our media buying agency expires on December 31, 2021. In August of 2021, a new Request for Proposal for a media buying and marketing agency was posted nationally on Biznet and was also sent directly to agencies in the Denver area. The RFP outlined the Cultural Department's needs and defined our approved budget, and asked all submitting agencies to identify their strategy for marketing Parker Arts programming in 2022.

Only Lasso Digital and Figure 8 Marketing and Media submitted proposals that met all of the qualifications in our RFP. A panel of Town staff reviewed the proposals and determined that Lasso Digital had the most comprehensive strategy that aligned with our goals, while providing the most media value for our budget. This Agreement for Professional Services allows us to renew the contract for up to four additional option years.

At the November 8 Town Council Study Session, the Cultural Department staff presented the initial media plan for 2022. Parker Arts needs to re-establish the brand awareness it built before the pandemic, and get patrons back into our facilities. Also, as the Town of Parker and surrounding areas continue to grow, it is essential that we are persistent in advertising our cultural offerings to increase attendance. The media plan, along with other marketing and advertising efforts, will help us achieve those goals.

FINANCIAL IMPACT

The 2022 budget for Lasso Digital will not exceed \$259,000. Due to the impact of the pandemic, our 2020 and 2021 media budgets were lowered, but our 2022 media spend is back in line with our 2019 budget (accounting for the customary annual media price increases).

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**ENHANCE ECONOMIC
VITALITY**



**SUPPORT AN
ACTIVE COMMUNITY**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 15, 2021

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Motsenbocker Road and Hess Road Widening and Intersection Improvements (CIP 21-001) - Contract Modification**

Amount: **\$103,050**

Contractor: **Villalobos Concrete, Inc.**

Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to approve a contract modification with Villalobos Concrete, Inc., for the Motsenbocker Road and Hess Road Widening and Intersection Improvements (CIP 21-001) in the amount of \$103,050 for a revised contract amount of \$1,471,667.55.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town competitively bid and awarded the Motsenbocker Road & Hess Road Widening and Intersection Improvements project to Villalobos Concrete, Inc., in mid-2021, with construction anticipated to commence by the end of the year. As part of the original design effort, an area of additional concrete pavement replacement was identified but was deferred pending available budget. The total bid that was received, and subsequently awarded, was less than the available budget for the project. Town staff decided it would be beneficial to include the deferred concrete pavement in the project contract. Coordination meetings were held with the contractor and they agreed to include the additional concrete pavement work at the current unit contract prices. The overall project schedule has not been adjusted and the completion date remains the same.

FINANCIAL IMPACT

Funding for this project has been appropriated in the Streets Capital Improvements Projects (301-4310) Fund.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 15, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **Motsenbocker Road/French Creek Avenue Signal Poles**

Amount: **\$104,476**

Vendor: **The MH Companies**

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

EXECUTIVE SUMMARY

This item is to award a purchase order with The MH Companies for procurement of the Motsenbocker Road/French Creek Avenue mast arm signal poles.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is planning to construct a traffic signal at the Motsenbocker Road and French Creek Avenue intersection in 2022. Due to current supply chain issues and increasing steel pricing, Town staff decided to move forward with owner (Town) furnished signal poles for the capital improvement project to lock in the pricing and the delivery schedule. The manufacturing lead time for mast-arm signal poles has increased substantially and is now approaching six (6) months from approval of shop drawings, which is almost double what it was a few years ago. Normally, the Town has the contractor procure the mast arm signal poles for traffic signal projects, but given the current challenges and variability, Town staff decided to procure these signal poles.

In October, Town staff requested quotes from the three (3) signal pole manufacturers/vendors that have previously provided signal poles in Parker. One of the vendors did not respond to the quote request and another vendor supplied an incomplete quote. The only responsible quote that was supplied was from The MH Companies. The MH Companies (formerly MH Lighting) have supplied signal poles for numerous previous Town capital improvement projects. Given the current supply chain issues and recent steel pricing increases, and based on discussions with traffic signal contractors, this pricing is reasonable. Town staff recommends Town Council approve the award of a purchase order to The MH Companies for these signal poles.

FINANCIAL IMPACT

Funding for the signal poles has been appropriated in the Traffic Control Capital Improvement

Projects (301-4293) account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PROCLAMATION
SMALL BUSINESS SATURDAY

WHEREAS, the Town of Parker, Colorado, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

WHEREAS, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

WHEREAS, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

WHEREAS, The Town of Parker, Colorado, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Jeff Toborg, Mayor for the Town of Parker, Colorado, do hereby proclaim, Saturday, November 27, 2021, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

In witness whereof, I have hereunto set my hand this 15th day of November 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

PROCLAMATION
NATIONAL AMERICAN INDIAN HERITAGE MONTH

WHEREAS, National American Indian Heritage Month, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

NOW, THEREFORE, I, Jeff Toborg, Mayor for the Town of Parker, Colorado, do hereby proclaim, November 2021, as:

NATIONAL AMERICAN INDIAN HERITAGE MONTH

and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

In witness whereof, I have hereunto set my hand this 15th day of November 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: November 15, 2021

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.553 - Second Reading**
A Bill for an Ordinance to Adopt the 2022 Budget and to
Make Appropriations for the Same
Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2022 Budget. Tonight is the second public hearing and request for approval.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2022 Town of Parker budget began in mid-July and was followed by three Council study sessions on September 27, October 4 and 11, 2021. The 2022 Budget and Council study session presentation were posted to the internet on Wednesday, October 6, 2021. The budget document is legally required to be posted and made public no later than October 15, 2021. The first public hearing for the 2022 Budget was held on November 1, 2021.

The 2022 Budget was prepared in conjunction with four overall guidelines:

- Meet the General Fund's required cash balance percentage and focus on cash balances in the remaining Funds
- Reflect operational recovery in the Recreation and Cultural Funds
- Balance competing needs - operating expense, increased employee positions, infrastructure requirements
- Maintain and grow community programs

The Town is in a unique position coming into the 2022 budget preparation. Sales tax revenue, the primary source of revenue for the General Fund, has recorded very strong growth of 18% year-to-date. While the Town continues to grow and increased shopping opportunities exist for citizens, we have reflected a lower growth rate of six percent for 2022; this is more in line with historical growth rates.

In the General Fund, which is the main operational fund of the Town, operating expense growth is fifteen percent due to the return to pre-Covid 19 activity levels. The performance pay pool and commissioned officer step plan have both been funded at four percent, which is consistent with the surrounding metro areas. In addition, the police department compensation plan has undergone a structural correction. Six additional full-time employees are being added in the General Fund with four of those positions in the Public Works department.

The General Fund cash-to-expense ratio is budgeted at 25.6% for year-end 2022.

Both the Recreation and Cultural Funds have continued to be impacted by the pandemic during 2021; the budget reflects a full return to normal operations. Revenue and expense will continue to be monitored for signs of ongoing softness.

FINANCIAL IMPACT

The 2022 Town of Parker budget, across all Town Funds, includes appropriations of \$117,812,499 prior to transfers.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.553

RECOMMENDED MOTION

I move to approve Ordinance 1.553 on second reading.

ORDINANCE NO. 1.553, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2022 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 2022 was presented by the Town Administrator on September 28, 2021, October 4, 2021, and October 11, 2021; 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 1, 2021, and November 15, 2021, 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 2022 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A
Town of Parker
2022 Annual Budget

General Fund

Beginning Fund Balance	\$ 21,008,277.00
Revenues	67,685,739.00
Expenditures	70,538,442.00
Ending Fund Balance	<u>\$ 18,155,574.00</u>

Conservation Trust Fund

Beginning Fund Balance	\$ 348,546.00
Revenues	600,060.00
Expenditures	600,000.00
Ending Fund Balance	<u>\$ 348,606.00</u>

Parks and Recreation Fund

Beginning Fund Balance	\$ 14,097,157.00
Revenues	12,207,184.00
Expenditures	11,386,910.00
Ending Fund Balance	<u>\$ 14,917,431.00</u>

Law Enforcement Assistance Fund

Beginning Fund Balance	\$ 69,637.00
Revenues	107,460.00
Expenditures	166,361.00
Ending Fund Balance	<u>\$ 10,736.00</u>

Cultural Fund

Beginning Fund Balance	\$ 664,551.00
Revenues	6,429,812.00
Expenditures	5,893,280.00
Ending Fund Balance	<u>\$ 1,201,083.00</u>

Recreation Fund

Beginning Fund Balance	\$ 628,978.00
Revenues	10,956,500.00
Expenditures	9,771,922.00
Ending Fund Balance	<u>\$ 1,813,556.00</u>

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$ 30,998,762.00
Revenues	9,330,000.00
Expenditures	-
Ending Fund Balance	<u>\$ 40,328,762.00</u>

Public Improvements Fund

Beginning Fund Balance	\$ 22,693,107.00
Revenues	16,722,634.00
Expenditures	13,165,000.00
Ending Fund Balance	<u>\$ 26,250,741.00</u>

Excise Tax Fund

Beginning Fund Balance	\$ 16,195,006.00
Revenues	6,400,000.00
Expenditures	5,000,000.00
Ending Fund Balance	<u>\$ 17,595,006.00</u>

Transportation Impact Fees Fund

Beginning Fund Balance	\$ 77,097.00
Revenues	103.00
Expenditures	77,200.00
Ending Fund Balance	<u>\$ -</u>

Park and Recreation Impact Fees Fund

Beginning Fund Balance	\$ 145,334.00
Revenues	400.00
Expenditures	145,734.00
Ending Fund Balance	<u>\$ -</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$ 7,020.00
Revenues	15.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 7,035.00</u>

General Government Impact Fees Fund

Beginning Fund Balance	\$ 10,466.00
Revenues	20.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 10,486.00</u>

Police Facility Impact Fees Fund

Beginning Fund Balance	\$ 10,639.00
Revenues	20.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 10,659.00</u>

Court Facility Impact Fees Fund

Beginning Fund Balance	\$ 996.00
Revenues	4.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 1,000.00</u>

Hess Ranch Metro District Fund

Beginning Fund Balance	\$ 81,459.00
Revenues	53,160.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 134,619.00</u>

Parkglenn Construction Fund

Beginning Fund Balance	\$ 213,067.00
Revenues	400.00
Expenditures	213,467.00
Ending Fund Balance	<u>\$ -</u>

General Debt Service Fund

Beginning Fund Balance	\$ -
Revenues	943,210.00
Expenditures	943,210.00
Ending Fund Balance	<u>\$ -</u>

Recreation Debt Service Fund

Beginning Fund Balance	\$ -
Revenues	1,582,499.00
Expenditures	1,582,499.00
Ending Fund Balance	<u>\$ -</u>

Stormwater Utility Fund

Beginning Fund Balance	\$ 5,183,476.00
Revenues	9,791,240.00
Expenditures	12,233,204.00
Ending Fund Balance	<u>\$ 2,741,512.00</u>

Fleet Services Fund

Beginning Fund Balance	\$	2,107,467.00
Revenues		2,988,150.00
Expenditures		2,544,648.00
Ending Fund Balance	\$	<u>2,550,969.00</u>

Technology Management Fund

Beginning Fund Balance	\$	1,280,117.00
Revenues		4,183,682.00
Expenditures		4,219,666.00
Ending Fund Balance	\$	<u>1,244,133.00</u>

Facility Services Fund

Beginning Fund Balance	\$	89,454.00
Revenues		1,181,235.00
Expenditures		1,141,062.00
Ending Fund Balance	\$	<u>129,627.00</u>

Medical Benefits Fund

Beginning Fund Balance	\$	1,440,903.00
Revenues		4,739,150.00
Expenditures		4,411,098.00
Ending Fund Balance	\$	<u>1,768,955.00</u>



Request for Town Council Action

Date: November 15, 2021

Submitted By: Jennifer Campbell, Finance Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.547.2 - Second Reading**
A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jennifer Campbell

EXECUTIVE SUMMARY

This item is a revision to the 2021 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year's budget are submitted to Council for consideration several times per year. Supplemental amendments consist of additional/new appropriation requests that were not anticipated at the time of budget development. Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. For supplemental amendments, additional revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 19,654,392	\$ 6,103,992	\$ 13,550,400
Parks and Recreation Fund	484,960	-	484,960
Law Enforcement Assistance Fund	4,774	4,774	-
Cultural Fund	70,000	70,000	-
Capital Reserve Fund	11,618,762	10,000	11,608,762
Public Improvements Fund	290,000	-	290,000
Capital R&R Reserve	-	30,938,762	(30,938,762)

Fund			
Stormwater Fund	611,182	611,182	-
Facility Services Fund	-	100,000	(100,000)
Total all funds	\$ 32,734,070	\$ 37,838,710	\$ (5,104,640)

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.547.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.547.2 on second reading.

ORDINANCE NO. 1.547.2, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2021 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 2021 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
2021 Revised Budget Ordinance 1.547.2

1st Reading
 2nd Reading

November 1, 2021
 November 15, 2021

Exhibit A

	Revision	2021 Revised Budget
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 38,735,423
Revenue		56,489,089
Revenue revision	6,103,992	6,103,992
Total revised revenue		62,593,081
Total available		101,328,504
Expenditures		66,647,013
Supplemental appropriation	19,654,392	
Total expenditure revision		19,654,392
Total revised expenditures		86,301,405
Ending fund balance		\$ 15,027,099
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 16,277,115
Revenue		10,278,657
Revenue revision	-	-
Total revised revenue		10,278,657
Total available		26,555,772
Expenditures		14,967,690
Supplemental appropriation	484,960	
Total expenditure revision		484,960
Total revised expenditures		15,452,650
Ending fund balance		\$ 11,103,122
<u>Law Enforcement Assistance Fund</u>		
Beginning fund balance (unaudited)		\$ 121,834
Revenue		84,000
Revenue revision	4,774	4,774
Total revised revenue		88,774
Total available		210,608
Expenditures		128,567
Supplemental appropriation	4,774	
Total expenditure revision		4,774
Total revised expenditures		133,341
Ending fund balance		\$ 77,267

Town of Parker**2021 Revised Budget Ordinance 1.547.2**

1st Reading

November 1, 2021

2nd Reading

November 15, 2021

Exhibit A

	Revision	2021 Revised Budget
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 1,130,110
Revenue		4,229,524
Revenue revision	70,000	70,000
Total revised revenue		4,299,524
Total available		5,429,634
Expenditures		4,891,277
Supplemental appropriation	70,000	
Total expenditure revisions		70,000
Total revised expenditures		4,961,277
Ending fund balance		\$ 468,357
<u>Capital Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ 1,588,762
Revenue		10,020,000
Revenue revision	10,000	10,000
Total revised revenue		10,030,000
Total available		11,618,762
Expenditures		
Supplemental appropriation	11,618,762	
Total expenditure revisions		11,618,762
Total revised expenditures		11,618,762
Ending fund balance		\$ -
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 52,013,502
Revenue		9,953,140
Revenue revision	-	-
Total revised revenue		9,953,140
Total available		61,966,642
Expenditures		40,054,436
Supplemental appropriation	290,000	
Total expenditure revisions		290,000
Total revised expenditures		40,344,436
Ending fund balance		\$ 21,622,206

Town of Parker**2021 Revised Budget Ordinance 1.547.2**

1st Reading

November 1, 2021

2nd Reading

November 15, 2021

Exhibit A

	Revision	2021 Revised Budget
<u>Capital Renewal & Replacement Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ -
Revenue		-
Revenue revision	30,938,762	30,938,762
Total revised revenue		30,938,762
Total available		30,938,762
Expenditures		-
Supplemental appropriation	-	-
Total expenditure revisions		-
Total revised expenditures		-
Ending fund balance		\$ 30,938,762
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 10,485,948
Revenue		11,269,389
Revenue revision	611,182	611,182
Total revised revenue		11,880,571
Total available		22,366,519
Expenditures		20,856,413
Supplemental appropriation	611,182	611,182
Total expenditure revisions		611,182
Total revised expenditures		21,467,595
Ending fund balance		\$ 898,924
<u>Facility Services Fund</u>		
Beginning fund balance (unaudited)		\$ 15,197
Revenue		1,090,300
Revenue revision	100,000	100,000
Total revised revenue		1,190,300
Total available		1,205,497
Expenditures		1,141,299
Supplemental appropriation	-	-
Total expenditure revisions		-
Total revised expenditures		1,141,299
Ending fund balance		\$ 64,198

Town of Parker**Exhibit A****Summary of Revisions to 2021 Budget Ordinance 1.547.2**

1st reading 11/01/2021

2nd reading 11/15/2021

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 19,654,392	\$ 6,103,992	\$ 13,550,400
Parks and Recreation Fund	484,960	-	484,960
Law Enforcement Assistanc	4,774	4,774	-
Cultural Fund	70,000	70,000	-
Capital Reserve Fund	11,618,762	10,000	11,608,762
Public Improvements Fund	290,000	-	290,000
Capital R&R Reserve Fund	-	30,938,762	(30,938,762)
Stormwater Fund	611,182	611,182	-
Facility Services Fund	-	100,000	(100,000)
Total all funds	<u>\$ 32,734,070</u>	<u>\$ 37,838,710</u>	<u>\$ (5,104,640)</u>

Detail of Supplemental Revisions to 2021 Budget Ordinance 1.547.2

1st reading 11/01/2021

2nd reading 11/15/2021

Expenditures

General Fund

Transfer to the Capital Renewal & Replacement Reserve Fund	19,390,000
Transfer to the Facilities Fund	100,000
Seizure Fund- Conversion of Firearms	79,004
Seizure Fund- Ballistic Shields	24,988
Town Hall chiller project final payment	26,000
Town Administrator bonus	17,000
Town Attorney bonus	17,400
Total General Fund expenditure supplemental revision	\$19,654,392

Parks and Recreation Fund

Xcel trail corridor- Latigo Lane to Canterbury	484,960
Total Parks and Recreation Fund expenditure supplemental revision	\$484,960

Law Enforcement Assistance

Peace Officer Mental Health Grant	4,024
VOCA grant travel budget	750
Total Law Enforcement Assistance Fund expenditure supplemental revision	\$4,774

Cultural Fund

Replacement of the PACE sign	70,000
Total Cultural Fund expenditure supplemental revision	\$70,000

Capital Reserve Fund

Transfer balance to the Capital Renewal and Replacement Reserve Fund	11,548,762
Transfer to the Cultural fund for replacement of the PACE sign	70,000
Total Capital Reserve Fund expenditure supplemental revision	11,618,762

Public Improvements Fund

Chambers/Red Sky Traffic signal design	50,000
Parker Road Sidewalk - Design of Village Inn to Sulphur Gulch Trail	240,000
Total Public Improvements Fund expenditure supplemental revision	\$290,000

Stormwater Utility Fund

Lemon Gulch Improvement increase from developer to MHFD	611,182
Total Stormwater Utility Fund expenditure supplemental revision	\$611,182

Total expenditure supplemental revision	\$32,734,070
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Detail of Supplemental Revisions to 2021 Budget Ordinance 1.547.2

1st reading 11/01/2021

2nd reading 11/15/2021

Revenues

General Fund

Seizure fund revenue	103,992
Additional sales tax revenue	6,000,000
Total General Fund revenue supplemental revision	\$6,103,992

Law Enforcement Assistance Fund

Peace Officer Mental Health Grant	4,024
VOCA grant	750
Total Law Enforcement Assistance Fund revenue supplemental revision	\$4,774

Cultural Fund

Transfer from the Capital Reserve Fund	70,000
Total Cultural Fund revenue supplemental revision	\$70,000

Capital Reserve Fund

Increase interest revenue	10,000
Total Capital Reserve Fund revenue supplemental revision	\$10,000

Capital Renewal and Replacement Reserve Fund

Transfer from the General Fund	19,390,000
Transfer from the Capital Reserve Fund	11,548,762
Total Capital R&R Reserve Fund revenue supplemental revision	\$30,938,762

Stormwater Utility Fund

Lemon Gulch Improvement increase from developer to MHFD	611,182
Total Stormwater Utility Fund revenue supplemental revision	\$611,182

Facility Service Fund

Transfer from the General Fund	100,000
Total Facility Services Fund revenue supplemental revision	\$100,000

Total revenue supplemental revision	\$37,838,710
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Request for Town Council Action

Date: November 15, 2021

Submitted By: Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PINE DRIVE ANNEXATION**
Department: Community Development, Stacey Nerger
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

The applicant, Douglas County School District, proposes to annex and zone a 1.95-acre property located at the intersection of Pine Drive and Hills Drive in Douglas County into the Town of Parker. The subject property is proposed to be zoned PF-Public Facilities to permit school use. In addition, the applicant is proposing to rezone an existing 17.99 acre property, which is currently located in the Town of Parker, from Pine Drive Planned Development to PF-Public Facilities.

On October 4, 2021, the Town Council approved Resolution No. 21-042 that determined the subject property is eligible for annexation into the Town and set the public hearing date for consideration of the annexation ordinance on November 15, 2021.

As required by the Land Development Ordinance, the Town Council shall consider the following factors when it evaluates and makes a decision on the zoning application:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant, Douglas County School District, is the owner of two (2) adjacent parcels located at the southwest corner of Pine Drive and Hills Drive. The large 17.99 acre parcel was annexed into the Town of Parker and zoned Planned Development (PD) for residential use in 2006. The smaller 1.95 acre parcel is currently located within unincorporated Douglas County and is zoned SR-Suburban Residential.

The applicant originally proposed to annex the smaller parcel into the Town and zone both parcels to permit school use for the immediate development of a project called the Innovation Center with an Alternative Education School and Continuing Technical Education School. On October 26, 2021, the School District placed the development project on hold due to cost increases and a lack of funds in their budget. They wish to continue with the proposed annexation and zoning only to permit future school use at the site.

The Town Charter states that "In all proceedings for the annexation of territory to the Town, the Council shall require concurrent zoning of the same..." The applicant has submitted an application to annex the 1.95 acre parcel into the Town of Parker and a zoning application for both parcels to permit future school use. The applicant is proposing to zone both parcels to PF-Public Facilities to permit future school use.

The Douglas County School District land that is proposed for annexation is located within the Town's Planning Area, is identified in the 2020 Three-Mile Area Plan and is recommended for future annexation in the Parker 2035 Master Plan. The staff review of the submitted annexation map indicates that the subject parcel satisfies the contiguity requirement of the Municipal Annexation Act of 1965 pursuant to C.R.S. § 31-12-104(a). The proposed annexation is therefore consistent with the Master Plan and Three-Mile Area Plan.

The Planning Commission held a public hearing on the proposed zoning and made a unanimous recommendation of approval to the Town Council on November 4, 2021.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report

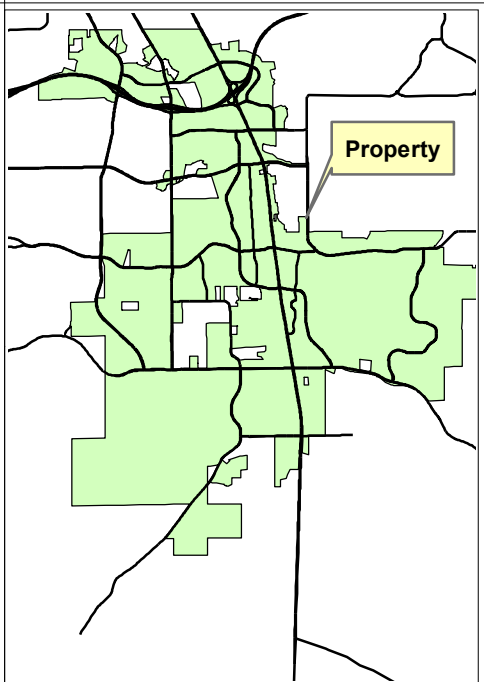
3. DCSD Annexation Plat
4. DCSD Zoning Map 2
5. DCSD Zoning Map 1
6. Resolution No. 21-048
7. Ordinance No. 2.279
8. Ordinance No. 3.241.2
9. Pine Drive Amended Annexation Agreement

RECOMMENDED MOTION

1. I move to approve Resolution No. 21-048
2. I move to approve Ordinance No. 2.279 on second reading.
3. I move to approve Ordinance No. 3.241.2 on second reading.
4. I move to approve the Annexation Agreement.

DCSD Pine Drive Property Annexation, Zoning and Minor Development Plat

Annexation, Zoning and Minor Development Plat
Case No.ANX21-004, Z21-005 and SUB21-037



Legend

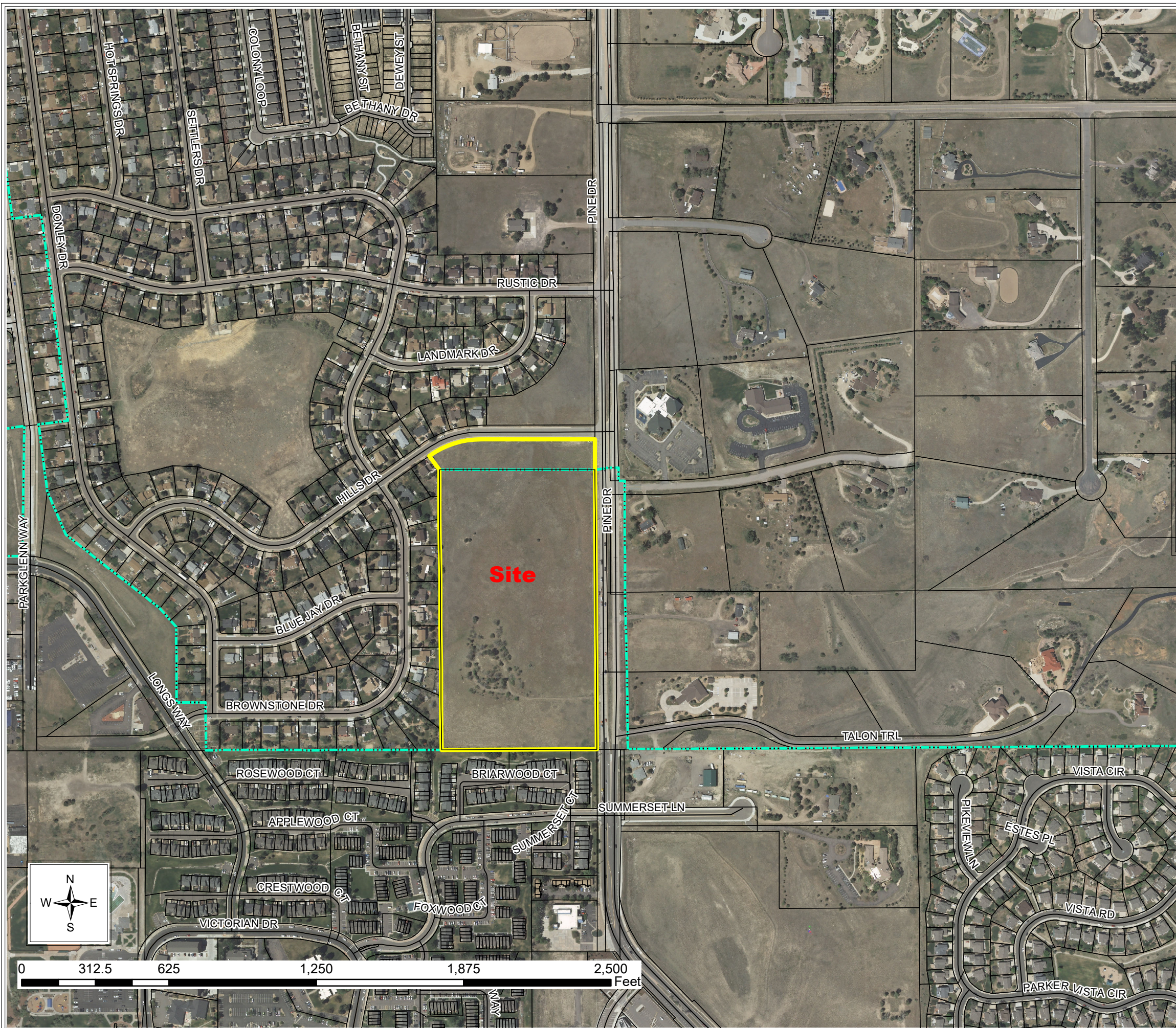
-  Site
-  Roads

Narrative:
Proposed annexation of approximately 1.95 acres from Dougals County into the Town of Parker. Proposed Zoning of 1.95 acres plus the exisitng 17 acres to PF- Public Facilities. Proposed Minor Developmetn Plat to create 1 lot and 2 tracts.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
November 5, 2021

Town Council:
November 1, 2021 (1st Reading)
November 15, 2021 (2nd Reading)





Planning Commission Staff Report

Planning Commission Date: 11/4/2021

Town Council Date: 11/15/2021

Hearing Type: Public Hearing
1. Pine Drive Property – Zoning to PF-Public Facilities and
2. Douglas County School District Filing No. 1 - MDP TRAKiT No.: Z21-005 and SUB21-037

Location: Generally located on the southwest corner of Pine Drive and Hills Drive

Project Planner: Stacey Nerger, Senior Planner

Applicant(s): Leela Rajasekar, Douglas County School District

Executive Summary: The applicant, Douglas County School District, is proposing to rezone their property from PD to Public Facilities. In addition, the applicant, is proposing a Minor Development Plat to create one lot and two tracts on 19.947 acres for the Douglas County School District alternative high school and innovation center. The site is located on the west side of Pine Drive south of Hills Drive.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

1. *"I move the Planning Commission recommend Town Council approve the zoning."*
2. *"I move the Planning Commission recommend Town Council approve the Douglas County School District Filing No. 1 MDP subject to the three (3) conditions contained in staff's report:"*
 1. All outstanding comments outlined within the Town of Parker Engineering memo dated October 5, 2021 regarding the construction plans for the property, shall be completed, reviewed and approved prior to issuance of any permits for the property.
 2. All outstanding comments outlined within the Fire Life Safety memo dated July 29, 2021 regarding the construction plans for the property, shall be completed, reviewed and approved prior to issuance of any permits for the property.
 3. All outstanding comments outlined within the Parker Water and Sanitation District memo dated October 11, 2021 regarding the construction plans for the property, shall be completed, reviewed and approved prior to issuance of any permits for the property.

ALTERNATIVE MOTIONS

Zoning:

"I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the zoning to a future date."

Minor Development Plat:

"I move the Planning Commission recommend Town Council approve the Douglas County School District Filing No. 1 MDP."

I move the Planning Commission recommend Town Council deny the Douglas County School District Filing No. 1 MDP:"

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

"I move the Planning Commission vote to continue the Douglas County School District Filing No. 1 MDP to a future date."

I. BACKGROUND/DISCUSSION

The applicant, the Douglas County School District, is the owner of two separate parcels at the southwest corner of Pine Drive and Hills Drive. The large 17.995-acre parcel was annexed into the Town of Parker in 2006 and zoned Planned Development. The smaller 1.95-acre parcel is currently located within Unincorporated Douglas County. The applicant is proposing to annex, zone, plat and site plan the property to allow for the construction of an alternative high school and innovation campus on the property.

The applicant has submitted an application to annex the 1.95-acre parcel into the Town of Parker that is running concurrently with the zoning and Minor Development Plat before you tonight.

As required by the Town Charter, this property is required to be zoned at the time of annexation. The applicant is requesting to zone the 1.95-acre property and to rezone the 17.995-acre property (currently within the Town) to PF-Public Facilities to allow for the construction of the school buildings.

The applicant is also requesting a Minor Development Plat (MDP) to combine the two parcels and realign Hills Drive to align with Parker Hills Court on the east side of Pine Drive. The proposed MDP would create one lot, 19.288-acres in size, which would allow for the construction of the school buildings, Tract A which is the right of way for the realigned Hills

Drive through the property, and Tract B which is less than an acre on the north side of the new Hills Drive roadway alignment.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
May 15, 2006	The 17.995-acre property was Annexed into the Town of Parker and zoned Pine Drive Property Planned Development to allow for 65 single-family residential lots.
July 15, 2012	The Pine Drive Property Planned Development was amended to add Public and Private Schools as a use permitted by right.

III. CURRENT SITE DATA

Existing Zoning	PD- Planned Development		
Overlay District	N/A		
PD & Plan Area	PF-Public Facilities		
Master Plan Area	Medium Density Residential		
Site Acreage	19.947 acres		
Subdivision	Metes and Bounds - not currently subdivided		
Existing Use	Undeveloped property		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	Douglas County Zoning	Residential – Parker North
South	Downtown Core	PD - Planned Development	Multifamily – Town and Country
East	Douglas County	Douglas County Zoning	Rural Residential
West	Medium Density Residential	Douglas County Zoning	Residential - Parker North

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medium Density Residential: Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. The Character Area also contemplates other community assets such as places of worship, schools and parks
Consistent Goals/Strategies	<u>Land Use 1.C</u> <u>Land Use 1.E</u> <u>Jobs and Economic Vitality 3.A</u> <u>Public Services and Facilities 1</u>
Staff Analysis	The subject properties are located within the Medium Density Residential Character Area of the Town. This area is intended to provide a mix of housing options within the Town, as well as provide other community assets such as places of worship, schools and parks. This request is consistent with the specific Goals /strategies of the Master Plan for the following reasons: 1. The proposed development will allow and support public and private partnerships to develop additional higher educational opportunities within the Town.

	2. Provide sustainable and reliable public services to Town residents, business and visitors in an efficient and effective manner. This project will continue the coordination between the Town and the School District to facility adequate school sites and needed facilities within the Town.
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V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	N/A	N/A. The proposed zoning is for public facility uses that support single-family residential neighborhoods.	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Primary uses include a mix of residential uses as well as provide other community assets such as places of worship, schools and parks.	Schools	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	Determined at the time of Site Plan.	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Parker 2035 Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.		

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Determined at the time of Site Plan	Setbacks will be reviewed at the time of a site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	N/A	The request is for public facility development.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Determined at the time of Site Plan	Building height will be reviewed at the	☐ Consistent ☐ Inconsistent ☒ N/A

		time of a site plan application.	
Lot Size	None.	19.228 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None.	Compliance for lot coverage is reviewed at the time of site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Compliance for landscape requirements is reviewed at the time of site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Off-Street Parking	Title 13.06.050	Compliance for parking is reviewed at the time of site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The specific details related to the development of the property are not a part of the Minor Development Plat but will be reviewed during the site plan application. The proposed site is large enough and regular shaped as to allow for the construction of the proposed school buildings that meets the zoning and Development Design Standards requirements.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

As part of the proposed Minor Development Plat for the property, the applicant will be required to realign Hills Drive to align with Parker Hills Court to the east. This new alignment will allow for a signalized full movement access from Pine Drive onto Hills Drive. Access to the site will be from a full movement intersection on Hills Drive and two additional restricted access points from Pine Drive.

VII. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response

As the Parker community grows, Douglas County School District needs additional land on which to provide advanced learning opportunities for the Parker student population. The Parker region does not currently provide any alternate DCSD high schools. Additionally, providing a CTE-specific Innovation Center building will improve the curriculum opportunities for the entire DCSD population. DCSD has current voter-approved bond funding to construct both buildings.

Staff Analysis

Although the existing PD for the property that is already in the Town was amended to allow for a school use on the property, a need exists because of the additional property that is being annexed into the Town which needs to be zoned. The Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occur concurrently with annexation requests. In addition, the rezone of the entire property to PF-Public Facilities will allow the construction and use of the property for a public facility use only or school site. The project will:

1. allow and support public and private partnerships to develop additional higher educational opportunities within the Town.
2. Provide sustainable and reliable public services to Town residents, business and visitors in an efficient and effective manner. This project will continue the coordination between the Town and the School District to facility adequate school sites and needed facilities within the Town.

Compliance with the Parker 2035 Master Plan is further described in Section IV. Parker 2035 Master Plan located above in this report.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

A feasibility study was previously prepared for the property for DCSD by Hutton Architecture Studio. The property is well located to serve the growing school enrollment needs of the community and adds to the vitality of the nearby Parker Town Center. The surrounding neighborhood is residential, making the site in close proximity to populations of students that could walk from their homes to facilities constructed there. The site easily accommodates site storm water management.

Staff Analysis

The Town of Parker Master Plan identifies this property as Medium Density Residential. This area is intended to provide a mix of housing options within the Town, as well as provide other community assets such as places of worship, schools and parks. The subject property has been identified as property to be annexed, zoned and developed in the Town; therefore, the subject property is appropriate for public facility development.

Based on this analysis, staff has determined that this criterion has been met.

- 3. There has been an error in the original zoning; or**
N/A

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

Applicant's Response

Due to the inclusion of the two acres on the north side of the site, which currently reside in Douglas County and are requesting to be annexed, DCSD requests that the entire site be zoned appropriately for Public Facilities.

Staff Analysis

The subject property was annexed and zoned in 2006 for residential purposes. The School District purchased this site in 2013 with the PD Amendment to allow for a school use on the property. With the proposed 1.995-acre property Annexation and the required zoning to the north, all properties should have consistent zoning. As Parker and the Douglas County School District population has continued to grow, the allowance for an additional school site will help meet the demand for school services within the area. The proposed rezoning to PF-Public Facilities is consistent with the master plan and the proposed uses intended for the site.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

A traffic study for the proposed land use has been prepared by the consulting firm Matrix Design Group, a copy of which is attached. Based on this evaluation, the adjacent roadway system would have sufficient reserve capacity to accommodate the additional school traffic. Any potential vehicle queuing is expected to remain on-site and would not impact adjacent roadways.

The study assumes two focused, high school age student populations. Access is reasonably well served on the site perimeter by Pine Drive, a four lane divided arterial on the east and Hills Drive, a two-lane local roadway. Access to the site will require the construction of a left-turn lane on northbound Pine Drive into the main school access. A traffic signal will be installed at the realigned intersection of Hills Drive/Parker Hills Court and Pine Drive for access to the north side of the site.

Sufficient on-site parking and stacking is available for the projected traffic generated by the proposed land uses. Access is available for buses and service vehicles from Hills Drive, and can thus be separated from staff and parent traffic and parking.

Staff Analysis

There are two existing roads that serve the subject property, which include Pine Drive and Hills Drive. As part of the Annexation Agreement and Minor Development Plat, the applicant will be required to realign Hills Drive through the property to align with Parker Hills Court to the east. In addition, at the time of development, the applicant will be required to construct any additional roadway improvements necessary for the use of the properties as a school.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The Town will not incur additional municipal service costs. Significant earthwork will be required on this site to make it suitable for intended uses. Two water quality/detention pods are required to be constructed on site. DCSD will perform the necessary earthwork, construction of water quality/detention ponds, construct the recommended northbound left-turn lane recommended by the traffic study, and extension of the sanitary sewer line. The current design includes a traffic light at the realigned Hills Drive/Parker Hills Court and Pine Drive intersection.

Staff Analysis

The public improvements necessary to support the subject property are either currently in place or will be constructed by the applicant. Any construction on the subject properties will be considered private and will be privately maintained.

As evidenced by the inclusion of the subject property in the Town's Planning Area, the Town is prepared to meet the additional municipal service costs associated with the subject property.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

A Phase 1 Environmental Assessment has been prepared for the site by Pinyon Environmental Engineering Resources, Inc., a copy of which is attached. There are no environmental conditions warranting mitigation. There is no 100-year floodplain on the property. Overhead power lines along Pine Drive do not require offsets for school buildings and will not impact site layout.

Staff Analysis

The subject property is surrounded by urbanized areas and will be required to meet all Town environmental standards as set forth in the Land Development Ordinance, such review will occur during the Site Plan process. As a part of this review, site improvements will be required to be designed to ensure that any environmental impacts are mitigated.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The proposal is consistent with proposed public school facilities, which is consistent with the Town Master Plan.

Staff Analysis

As detailed in Section IV. of this staff report, the proposed zoning of the property to PF-Public Facilities is consistent with the Parker 2035 Master Plan designation as Medium Density Residential.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The property will need to be included in the boundaries of the Parker Water and Sanitation District ("PWSD") for service. PWSD previously indicated that there is sufficient capacity in the water distribution network to serve the proposed uses. PWSD has also indicated that there is sufficient capacity in the sanitary sewer network, but at a cost since the line would have to be extended to the site, which is approximately 340-feet from the sanitary sewer line at an estimated cost of \$109,000.

Significant open space is included in the current site plan, which will provide a net benefit to the surrounding community for after school use.

According to Xcel Energy, the gas line that runs on the west side of Pine Drive has sufficient capacity to supply natural gas for the school. To serve the site, a gas line will need to be extended from this line to the gas meter on the building(s).

Staff Analysis

The property is surrounded on the north, south and west sides by existing urban residential development. As a part of the review of this proposal, referrals were sent to the appropriate service providers and departments within the Town, these referrals agencies responded with no concerns regarding the provision of required services. Adequate services are located within the area and will be available to the property at the time of development.

Based on this analysis, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Zoning Comments	Minor Development Plat Comments
Parker Engineering	No Comment	Several outstanding Construction Plan comments to address as outlined within the Engineering comment memo dated October 5, 2021.
Aztec Consultants	No Comment	Many outstanding redlines still to address
Parker Building	Approved	Parker Building will not be reviewing this project as the School District will be using the State for permits.
Fire Life Safety	Approved	Several outstanding Construction Plan comments to address as outlined within the Fire Life Safety comment memo dated July 29, 2021.
Douglas Country Planning	No Comment	No Comment
Douglas County Engineering	Douglas County Engineering Agrees with the realignment of Hills Drive. If Hills Drive will remain in Unincorporated Douglas County, permitting will be through the County.	Douglas County Engineering Agrees with the realignment of Hills Drive. If Hills Drive will remain in Unincorporated Douglas County, permitting will be through the County.
Douglas County Assessor's Office	No Comment	No Comment
Parker Comprehensive Planning	The property is located within the Town's Medium Density Residential Character Area. Supporting uses such as schools are recommended.	
Xcel	Public Service Company has existing natural gas distribution facilities throughout the area and has no objection to the proposed annexation and zoning, contingent upon their ability to maintain all existing rights.	The property owner shall complete the application process for any new natural gas service.
IREA	Approved	Additional easements need to be added
CenturyLink	No Comment	No Objections or Comments
Comcast	No Comment	No Comment
Parker Water and Sanitation District	Approved for rezoning	Several outstanding Construction Plan comments to address as outlined within the PWSD comment memo dated October 11, 2021.
Cherry Creek Basin Water Quality Authority		No exception taken with the Subdivision Plat. The Authority requires Best management Practices for construction and post-construction.

Town and Country HOA	No Comment	No Comment
RTD	No Comment	

IX. **CONCLUSION**

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code. The application has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance.

In addition, the proposed Minor Development Plat to create one lot, two tracts and realign Hills Drive will allow the construction of the proposed school buildings on the site.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning and Minor Development Plat requests.

RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Pine Drive Property zoning to PF-Public Facilities with no conditions.

Staff recommends that the Planning Commission recommend that the Town Council approve the Douglas County School District Filing No. 1 MDP, subject to the conditions below:

4. All outstanding comments outlined within the Town of Parker Engineering memo dated October 5, 2021 regarding the construction plans for the property, shall be completed, reviewed and approved prior to issuance of any permits for the property.
5. All outstanding comments outlined within the Fire Life Safety memo dated July 29, 2021 regarding the construction plans for the property, shall be completed, reviewed and approved prior to issuance of any permits for the property.
6. All outstanding comments outlined within the Parker Water and Sanitation District memo dated October 11, 2021 regarding the construction plans for the property, shall be completed, reviewed and approved prior to issuance of any permits for the property.

X. **ATTACHMENTS**

1. Zoning Map 1
2. Zoning Map 2
3. Minor Development Plat
4. Referral Comments

Report Approved By: Bryce Matthews, Planning Manager

LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



 ADJACENT TOWN OF PARKER -
 (SEE CONTIGUITY CALCULATIONS)
 ANNEXATION AREA LIMITS
 ADJACENT LOT LINE
 SECTION LINE
 RIGHT-OF-WAY (ROW) LINE
 EASEMENT LINE

 MONUMENT FOUND AS NOTED
 SECTION CORNER FOUND AS NOTED

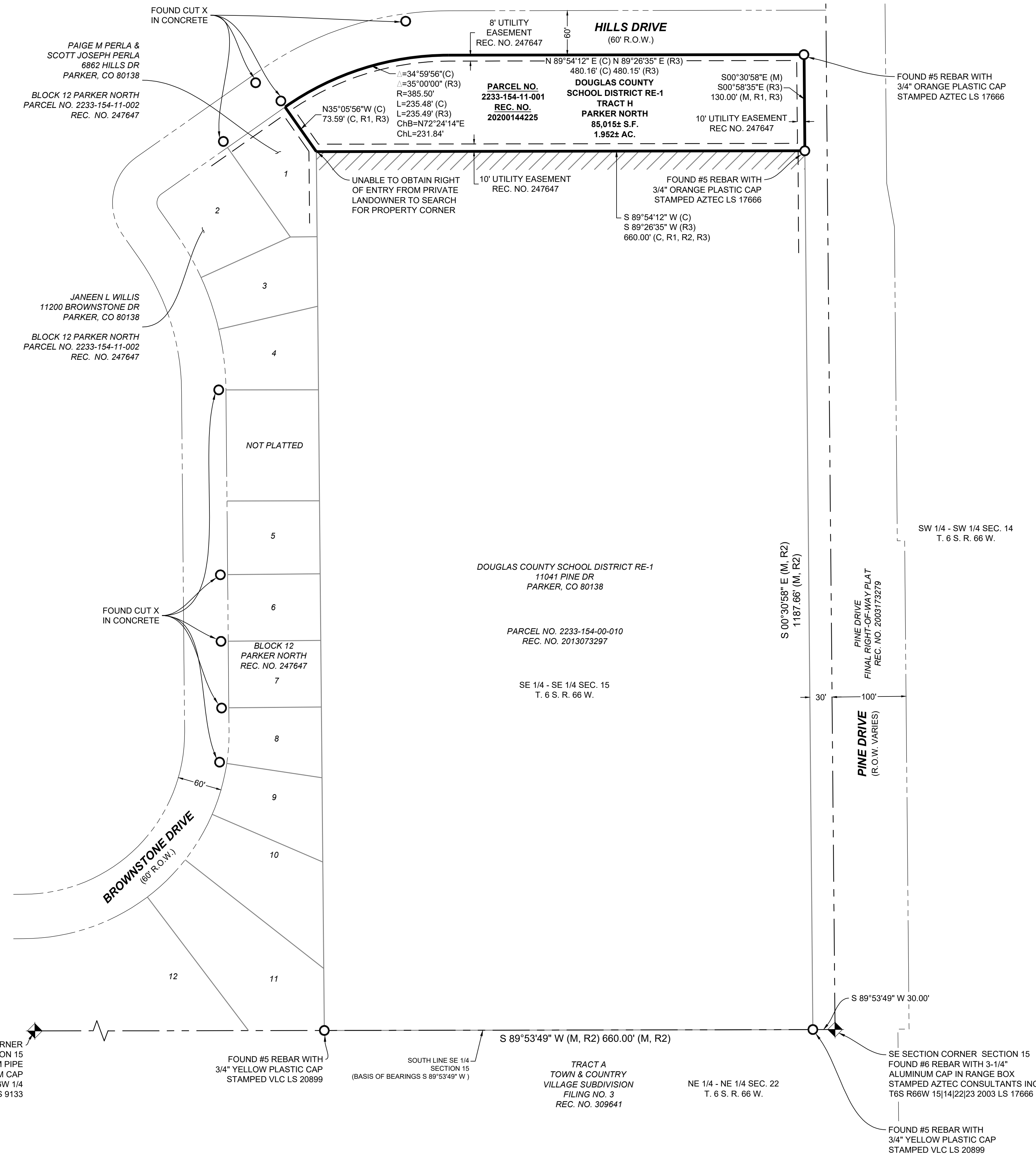
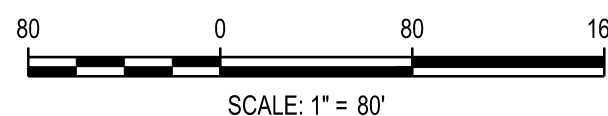
M MEASURED
 R1 RECORDED, REFERENCE DOCUMENT #1
 R2 RECORDED, REFERENCE DOCUMENT #2
 R3 RECORDED, REFERENCE DOCUMENT #3
 C CALCULATED

TOTAL AREA = 85,015 S.F. / 1.952 ACRES ±
TOTAL PERIMETER (CALCULATED) = 1,579.24'
CONTIGUOUS PERIMETER = 660.01'
1/6 TOTAL PERIMETER = 263.21'

R1) RECEPTION NO. 2020014225 RECORDED ON
FEBRUARY 28, 2020 IN THE DOUGLAS COUNTY CLERK
AND RECORDERS OFFICE.

R2) RECEPTION NO. 2009075183 RECORDED ON
SEPTEMBER 25, 2009 IN THE DOUGLAS COUNTY
CLERK AND RECORDERS OFFICE.

R3) RECEPTION NO. 247647 RECORDED ON DECEMBER 26
1979 IN THE DOUGLAS COUNTY CLERK AND
RECORDERS OFFICE.



A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2020014225 RECORDED ON FEBRUARY 28, 2020 IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. BEING PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT H, PARKER NORTH SUBDIVISION, RECEPTION NO. 247647, CLERK AND RECORDERS OFFICE, COUNTY OF DOUGLAS,
STATE OF COLORADO

CONTAINING A CALCULATED AREA OF 85,015 SQUARE FEET OR 1.952 ACRES, MORE OR LESS.

1. THE LINEAR UNITS OF MEASURE USED IN THIS SURVEY ARE U.S. SURVEY FEET. THE UNITED STATES SURVEY FOOT IS DEFINED AS EXACTLY 1200 / 3937 METERS..
2. THE BASIS OF BEARINGS USED IN THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 15. THE MONUMENT AT EACH END OF THE LINE ARE DESCRIBED ON THE DRAWING. THE BEARING OF THE LINE WAS DETERMINED BY VRS GNSS OBSERVATIONS AND COLORADO CENTRAL ZONE (502) STATE PLANE COORDINATE PROJECTION. THE GRID BEARING OF THE LINE IS S89° 53' 49"W.
3. A CERTIFICATE IS DEFINED AS A STATEMENT REPRESENTING THE SURVEYING SERVICES ADDRESSED BY THE LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK. IT IS BASED ON THE LAND SURVEYOR'S KNOWLEDGE AND BELIEF. IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
4. THIS SURVEY AND CERTIFICATE ARE ONLY VALID WHEN THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS DISPLAYED. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
5. 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.
6. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF HCL ENGINEERING & SURVEYING LLC.
7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HCL ENGINEERING & SURVEYING LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY AND TITLE REPORT.

THIS ANNEXATION MAP WAS ACCEPTED BY THE PARKER TOWN COUNCIL ON THE _____ DAY OF _____, 20____

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D.,
AT _____ A.M. / P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

I, JULIAN SISNEROS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

JULIAN SISNEROS P.L.S.
COLORADO REG. NO. 38355 FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

NOTICE: ACCORDING TO STATE 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 CERTIFICATE SHOWN HEREON.



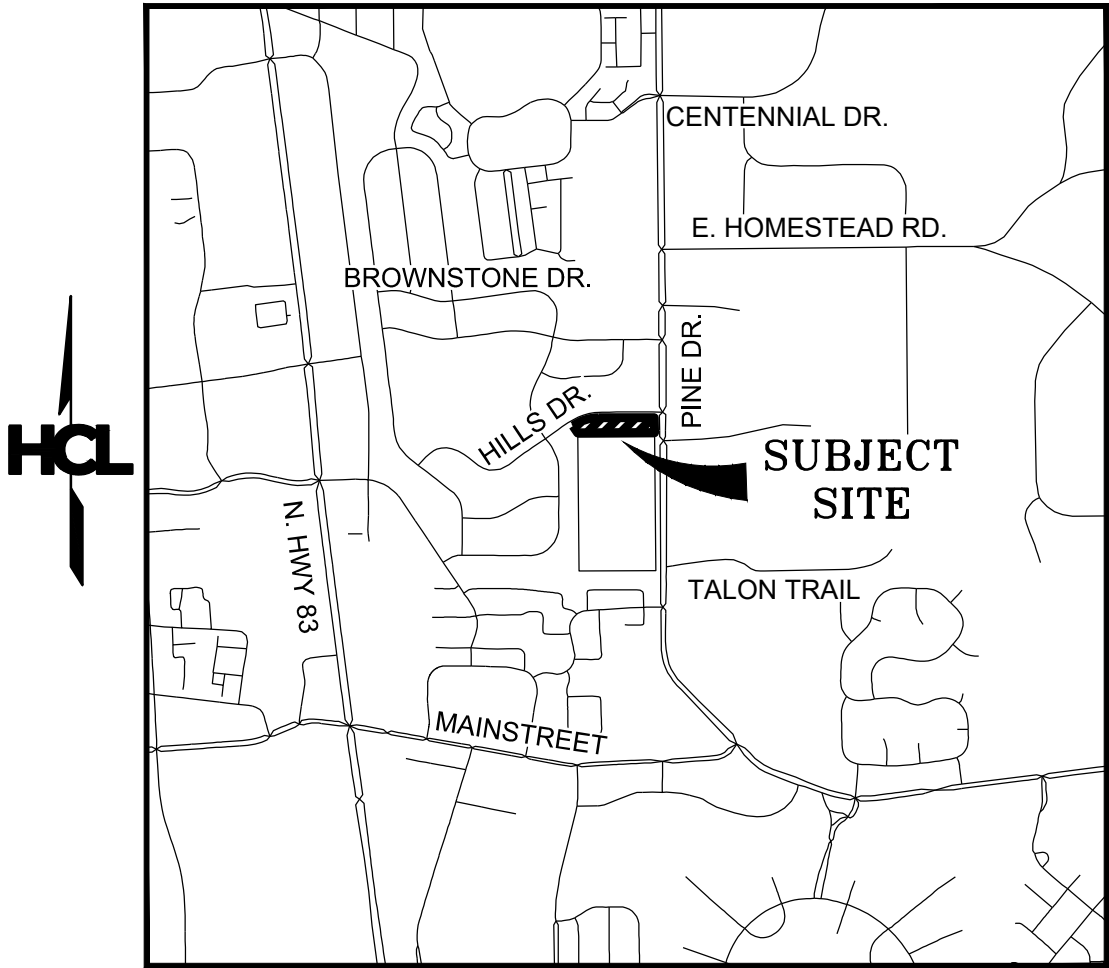
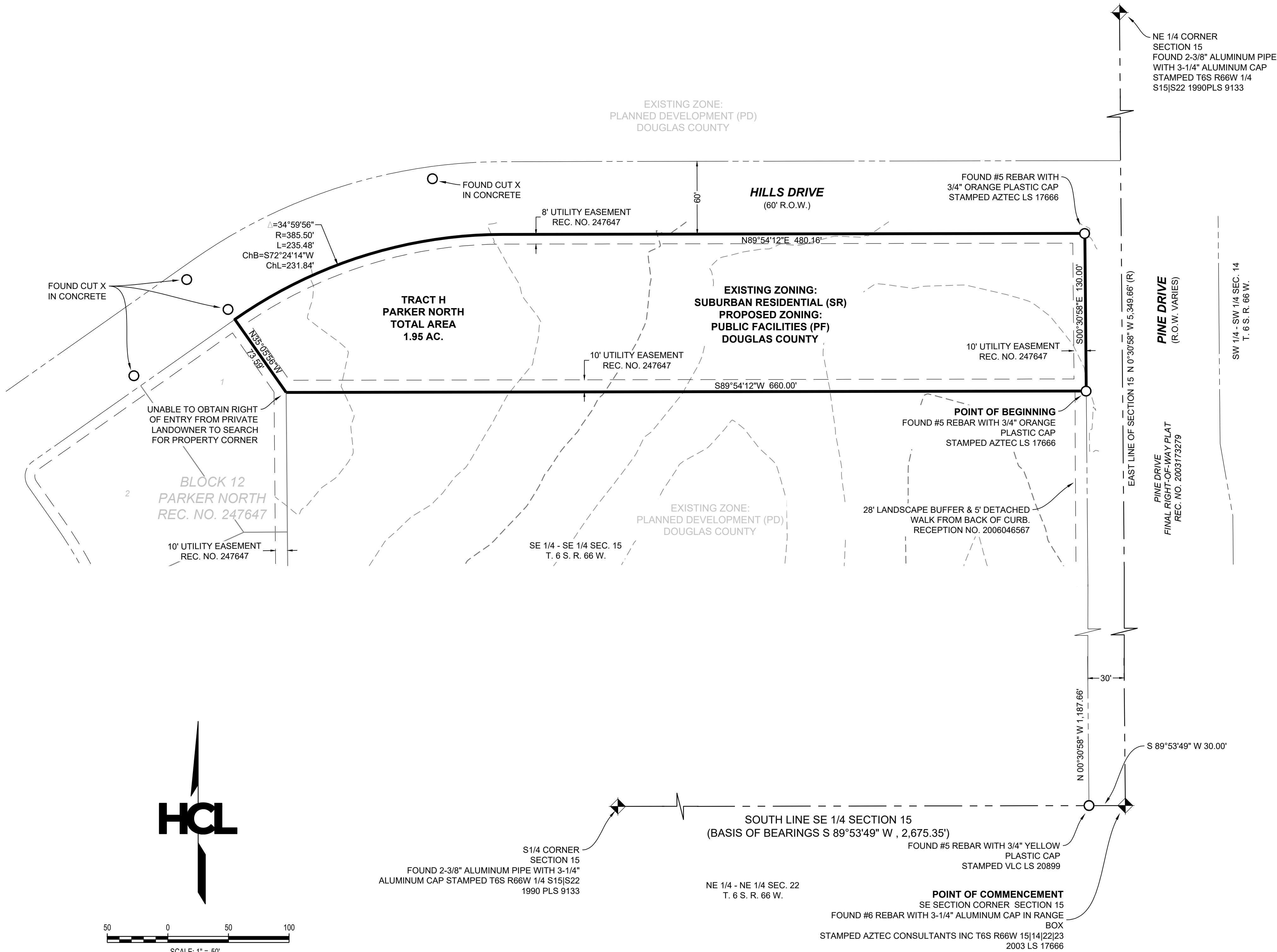
HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

PINE DRIVE PROPERTY NO. 2
SE 1/4 OF THE SE 1/4 OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH PRINCIPAL MERIDIAN

JOB NUMBER: 190023	DRAWN BY: DKD
DATE: 06/03/2021	CHECKED BY: AE
SHEET NUMBER: 1 OF 1 SHEET	

DCSD TRACT H PARKER NORTH SITE ZONING MAP

LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

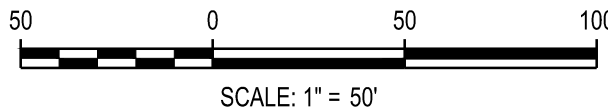
LEGAL DESCRIPTION

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

GENERAL NOTES

- THE LINEAR UNITS OF MEASURE USED IN THIS SURVEY ARE U.S. SURVEY FEET. THE UNITED STATES SURVEY FOOT IS DEFINED AS EXACTLY 1200 / 3937 METERS.
- THE BASIS OF BEARINGS USED IN THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 15. THE MONUMENT AT EACH END OF THE LINE ARE DESCRIBED ON THE DRAWING. THE BEARING OF THE LINE WAS DETERMINED BY VRS GNSS OBSERVATIONS AND COLORADO CENTRAL ZONE (502) STATE PLANE COORDINATE PROJECTION. THE GRID BEARING OF THE LINE IS S89° 53' 49"W.
- A CERTIFICATE IS DEFINED AS A STATEMENT REPRESENTING THE SURVEYING SERVICES ADDRESSED BY THE LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK. IT IS BASED ON THE LAND SURVEYOR'S KNOWLEDGE AND BELIEF. IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY AND CERTIFICATE ARE ONLY VALID WHEN THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS DISPLAYED. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
- 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.
- NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF HCL ENGINEERING & SURVEYING LLC.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HCL ENGINEERING & SURVEYING LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY AND TITLE REPORT.



LEGEND

- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SUBJECT LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- RIGHT-OF-WAY (R.O.W.) LINE
- EASEMENT LINE
- MONUMENT FOUND AS NOTED
- SECTION CORNER FOUND AS NOTED
- R RECORD

ZONING SUMMARY TABLE	
EXISTING ZONING	SUBURBAN RESIDENTIAL (SR)
PROPOSED ZONING	PUBLIC FACILITIES (PF)



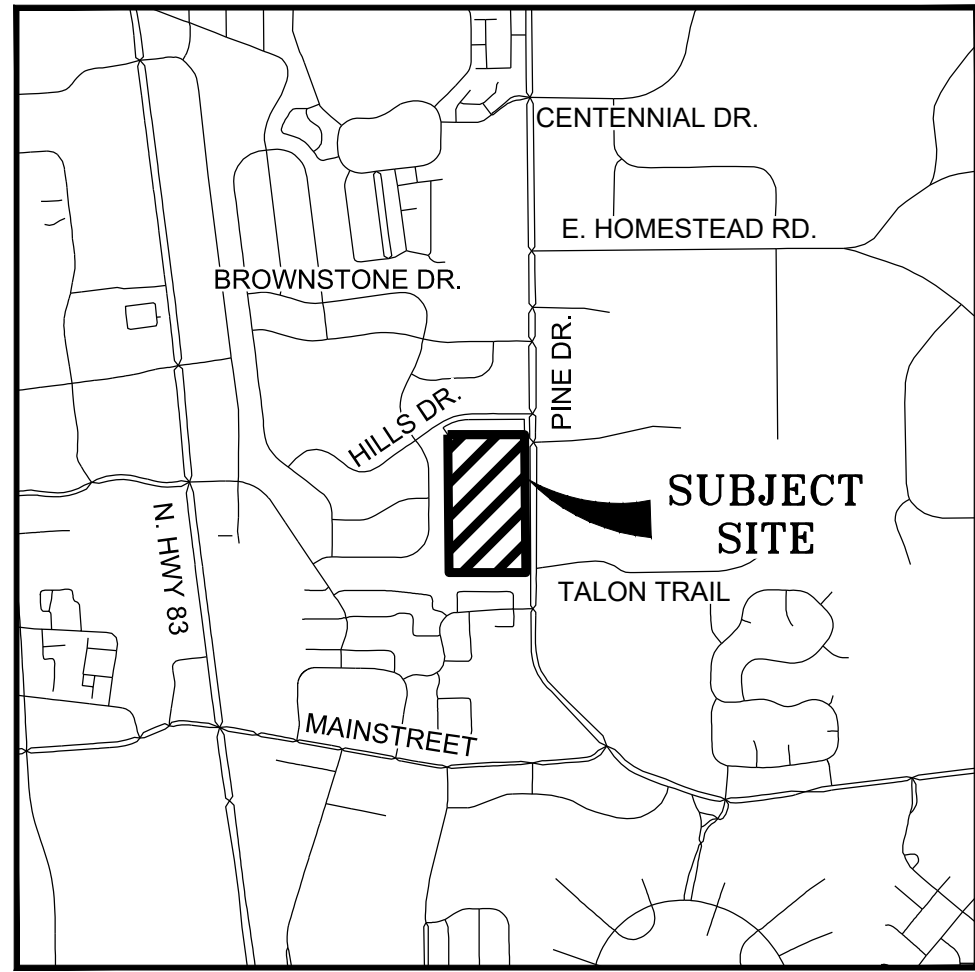
HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

DCSD TRACT H PARKER NORTH
SITE ZONING MAP
SE 1/4 OF THE SE 1/4 OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH PRINCIPAL MERIDIAN

JOB NUMBER: 190023
DATE: 08/27/2021
SHEET NUMBER: 1 OF 1

DCSD PINE DRIVE SITE ZONING MAP

LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



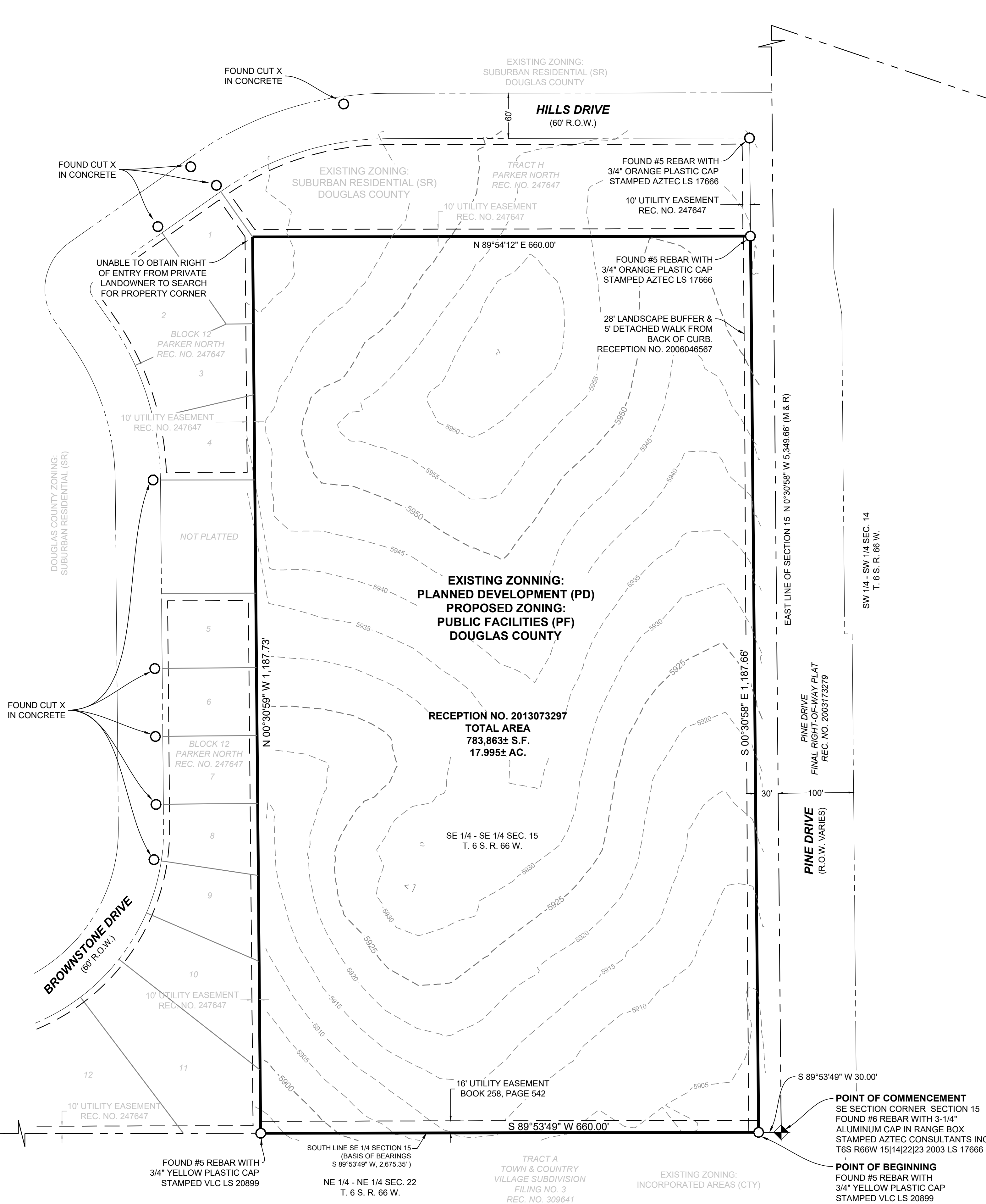
VICINITY MAP
NOT TO SCALE

HCL

80 0 80 160
SCALE: 1" = 80'

LEGEND

- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SUBJECT LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- RIGHT-OF-WAY (R.O.W.) LINE
- EASEMENT LINE
- MONUMENT FOUND AS NOTED
- SECTION CORNER FOUND AS NOTED
- R RECORD
- M MEASURED



LEGAL DESCRIPTION

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2013073297 RECORDED ON SEPTEMBER 3, 2013, DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 WHEN THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N00°30'58"W, A DISTANCE OF 5,349.66'; THENCE S89°53'49"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°53'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 12 OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647; THENCE N00°30'59"W, ALONG THE EAST LINE OF SAID BLOCK 12, A DISTANCE OF 1,187.73 FEET TO THE SOUTHWEST CORNER OF TRACT H OF SAID PARKER NORTH; THENCE N89°54'12"E, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H, BEING ON THE WEST RIGHT OF WAY LINE OF PINE DRIVE; THENCE S00°30'58"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,187.66 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 783,863 SQUARE FEET OR 17,995 ACRES, MORE OR LESS.

GENERAL NOTES

- THE LINEAR UNITS OF MEASURE USED IN THIS SURVEY ARE U.S. SURVEY FEET. THE UNITED STATES SURVEY FOOT IS DEFINED AS EXACTLY 1200 / 3937 METERS.
- THE BASIS OF BEARINGS USED IN THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 15. THE MONUMENT AT EACH END OF THE LINE ARE DESCRIBED ON THE DRAWING. THE BEARING OF THE LINE WAS DETERMINED BY VRS GNSS OBSERVATIONS AND COLORADO CENTRAL ZONE (502) STATE PLANE COORDINATE PROJECTION. THE GRID BEARING OF THE LINE IS S89° 53' 49"W.
- A CERTIFICATE IS DEFINED AS A STATEMENT REPRESENTING THE SURVEYING SERVICES ADDRESSED BY THE LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK. IT IS BASED ON THE LAND SURVEYOR'S KNOWLEDGE AND BELIEF. IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY AND CERTIFICATE ARE ONLY VALID WHEN THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS DISPLAYED. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
- 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.
- NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF HCL ENGINEERING & SURVEYING LLC.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HCL ENGINEERING & SURVEYING LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY AND TITLE REPORT.

ZONING SUMMARY TABLE

EXISTING ZONING	PLANNED DEVELOPMENT (PD)
PROPOSED ZONING	PUBLIC FACILITIES (PF)

HCL
ENGINEERS • SURVEYORS • ARCHITECTS

HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

DCSD PINE DRIVE SITE ZONING MAP
SE 1/4 OF THE SE 1/4 OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH PRINCIPAL MERIDIAN

JOB NUMBER: 190023 DRAWN BY: AHE
DATE: 08/27/2021 CHECKED BY: AW
SHEET NUMBER: 1 OF 1

RESOLUTION NO. 21-048, Series of 2021

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE PINE DRIVE PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Pine Drive Property, and hereafter described in **Exhibit 1** attached hereto and made a part hereof (the "Property");

WHEREAS, said petition was forwarded by the Town Clerk to the Town Council;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of the Property;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of the Property for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the Property has been adopted by the Town Council, pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Parker, as required by law.

Section 3. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

Section 4. The Property is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels,

has been divided or portion thereof excluded from the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of the Property meets the requirements of law and are in proper order for annexation for the Property.

Section 7. No election is required, pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker, and no additional terms and conditions within the meaning of Colo. Rev. Stat. § 31-12-111 are to be imposed on the annexation of the Property.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The Property is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of section 30 of article II of the state constitution and the applicable requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. The ordinance annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

Legal Description

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

ORDINANCE NO. 2.279, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE PINE DRIVE PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Amended and Restated Pine Drive Property Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

EXHIBIT 2

AMENDED AND RESTATED PINE DRIVE PROPERTY ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED PINE DRIVE PROPERTY ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this _____ day of _____, 2021, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Douglas County School District RE-1, its successors and assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property situated in the Town of Parker, Colorado, which is described in **Exhibit A**, attached hereto and made a part hereof (the "**Parcel 1**") and zoned PD-Planned Development District under the Parker Land Development Ordinance.

B. The Property Owner is also the owner of certain real property situated in unincorporated Douglas County, State of Colorado, which is described in **Exhibit B**, attached hereto and made a part hereof (the "**Parcel 2**") and zoned SR-Suburban Residential in Douglas County.

C. **Parcel 1** is subject to the "Pine Drive Property Annexation Agreement," dated May 15, 2006, and recorded at Reception No. 2006046564 of the Douglas County Clerk and Records Office (the "Original Annexation Agreement").

D. Pine Drive II, LLC, the predecessor-in-interest to the Property Owner, entered into the Original Annexation Agreement "in reliance upon the Town's concurrent adoption of an ordinance ... zoning [Parcel 1] PD-Planned Development ... (the "Original Zoning").

E. The Original Zoning limited the use of **Parcel 1** to single family detached residential and the Original Annexation Agreement contained terms and conditions to address the impacts of residential development including opens space, trails, parks, deficit reduction fees and school mitigation fees.

F. The Property Owner desires that the Town annex Parcel 2 and zone both Parcel 1 and Parcel 2 (collectively referred to as the "**Property**"), PF-Public Facilities District under the Parker Land Development Ordinance.

G. The Property Owner further desires to amend and restate the Original Annexation Agreement to remove the terms and conditions that address the impacts of residential development.

H. Concurrently with its petition for annexation of **Parcel 2**, the Property Owner has filed with the District a petition for inclusion of the Property.

I. The Town wishes to annex **Parcel 2** into the Town and shall consider the zoning application for the Property upon the condition that **Parcel 1** and **Parcel 2** are subject to this

Agreement and this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

J. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of **Parcel 2** shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement.

ii. Parcel 2 has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado (the “**Records**”).

iii. The District signs this Agreement.

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties’ mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

(c) Satisfaction of Conditions; Recording; Release of Original Annexation Agreement. On and after the Effective Date (as defined below), and without regard to the date upon which recording occurs as contemplated below, this Agreement shall be legally effective and binding on the Property Owner and the Town, shall supersede and replace in its entirety the Original Annexation Agreement with respect to **Parcel 1**, and the Original Annexation Agreement shall be null, void and of no further force and effect with respect to **Parcel 1**. Promptly following satisfaction of the Conditions Precedent, the Town shall cause

this Agreement to be recorded in the real property records of the Douglas County Clerk and Recorder's Office in accordance with Paragraph 22.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property to PF-Public Facilities, pursuant to the Town of Parker Land Development Ordinance that is adopted by Ordinance No. 3.241.2, contemporaneously with this Agreement.

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost, plus fifteen percent (15%), to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval), except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Town wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires an open space dedication for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to dedicate Open Space. The Property Owner acknowledges and agrees that the Town may require the dedication of Open Space as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

6. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a “Deficit Reduction Fee” to the Town to off-set the impact to the Town’s General Fund as a result of annexation. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be financially neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property, based upon the method used by the Town for calculating the “Deficit Reduction Fee” at the time such change in zoning is initiated by the Property Owner, as described herein.

7. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph.

a. Pine Drive.

i. The Property Owner shall design and construct an 8-foot detached sidewalk on the west side of Pine Drive adjacent to the Property (the "Sidewalk Improvement"). The Sidewalk Improvement shall be designed and constructed according to the Town of Parker Roadway Design and Construction Criteria Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

ii. The Property Owner shall design and construct the median improvements to Pine Lane adjacent to the Property, according to Town standards, prior to issuance of any certificates of occupancy for the Property, temporary or otherwise.

iii. The Property Owner shall pay to the Town Fifty Thousand Dollars (\$50,000.00), which constitutes the Property Owner's share of a traffic signal at the intersection of Pine Drive and Hills Drive, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

iv. The Property Owner shall design and construct all necessary auxiliary lanes for Pine Drive, as determined in the Town-approved Traffic Study for the Property, and in accordance with Town standards, prior to the issuance of any certificates of occupancy for the Property.

b. Hills Drive. The Property Owner shall design and construct Hills Drive on the west side of Pine Drive with a new alignment, as approved by the Town, which alignment will intersect with Pine Drive directly opposite Parker Hills Court on the east side of Pine Drive, prior to the issuance of the first certificate of occupancy, temporary or otherwise, for the Property. Hills Drive shall be constructed according to the Town of Parker Design and Roadway Criteria Manual, as amended, as a Residential Collector directly west of the intersection with Pine Drive and shall taper to match the existing section west of the project entry for the Property. The Property Owner shall remove existing Hills Drive and

revegetate the land as permitted by the Town of Parker Storm Drainage and Environmental Criteria Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

8. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

a. Pine Drive. Sufficient portions of the Property in fee simple absolute, including any slope, drainage and construction easements, as determined by the Town, to construct the sidewalks and any necessary auxiliary lanes for Pine Drive, as described in Paragraph 9 of this Agreement, at the time of the first final plat for the Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first.

b. Hills Drive. Sufficient portions of the Property in fee simple absolute, including any slope, drainage and construction easements, as determined by the Town, to construct Hills Drive as a residential collector at the time of the first final plat for the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal laws and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town, adoption of an ordinance zoning the Property PF-Public Facilities as provided in paragraph 4.a. of the Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

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.

d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning, as set forth above, is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

16. Recordation of Agreement. When the annexation ordinance and zoning ordinance, as described in this Agreement, have been adopted by the Town, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

18. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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.

19. 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.

20. 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 on the earlier of actual receipt or 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.

To the Town: Town Administrator/Town Attorney
Town of Parker
20120 East Mainstreet
Parker, Colorado 80134

To the Property Owner: Douglas County School District RE-1
Attn: Board of Directors, Board of Education
620 Wilcox St.
Castle Rock, Colorado 80104

With a copy to: Douglas County School District RE-1, General Counsel
Attn: Mary Klimesh, Esq.
620 Wilcox St.
Castle Rock, Colorado 80104

21. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of the satisfaction of the conditions precedent described in Paragraph 1(a) of this Agreement.

22. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**PROPERTY OWNER: DOUGLAS
COUNTY SCHOOL DISTRICT RE-1**

By: _____

[Please print name/title on line.↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Douglas County School District RE-1.

My commission expires: _____

(S E A L)

Notary Public

[Remainder of page intentionally left blank. Signatures continue on following page.]

**PARKER WATER AND SANITATION
DISTRICT**
(AS TO PARAGRAPH 3)

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Executive Coordinator

EXHIBIT A

Legal Description of Parcel 1

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2013073297 RECORDED ON SEPTEMBER 3, 2013, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N00°30'58"W, A DISTANCE OF 5,349.66 FEET; THENCE S89°53'49"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°53'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 12 OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647; THENCE N00°30'59"W, ALONG THE EAST LINE OF SAID BLOCK 12, A DISTANCE OF 1,187.73 FEET TO THE SOUTHWEST CORNER OF TRACT H OF SAID PARKER NORTH; THENCE N89°54'12"E, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H, BEING ON THE WEST RIGHT-OF-WAY LINE OF PINE DRIVE; THENCE S00°30'58"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,187.66 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 783,863 SQUARE FEET OR 17.995 ACRES, MORE OR LESS.

EXHIBIT B

Legal Description of Parcel 2

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

ORDINANCE NO. 3.241.2, Series of 2021

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PINE DRIVE PROPERTY TO PF-PUBLIC FACILITIES DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Finding of Fact.

a. Application has been made for rezoning the real property described in **Exhibit 1**, which is attached hereto and incorporated by this reference (“Parcel 1”), from PD-Planned Development, pursuant to the Pine Drive Property Planned Development Guide and Plan that was adopted by Ordinance No. 3.241 and amended by Ordinance No. 3.241.1, to PF-Public Facilities, pursuant to the Town of Parker Land Development Ordinance.

b. Application has been made to zone the real property described in **Exhibit 2**, which is attached hereto and incorporated by this reference (“Parcel 2”), to PF-Public Facilities District, pursuant to the Town of Parker Land Development Ordinance.

c. Parcel 1 and Parcel 2 are collectively referred to as the “Property”.

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

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

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

g. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to PF-Public Facilities District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned PF-Public Facilities District.

Section 3. The Zoning Ordinance and Zoning Map for the Town are hereby amended to conform with the zoning changes to the Property.

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

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

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

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description of Parcel 1

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CONTAINING A CALCULATED AREA OF 783,863 SQUARE FEET OR 17.995 ACRES, MORE OR LESS

EXHIBIT 2

Legal Description of Parcel 2

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

**AMENDED AND RESTATED PINE DRIVE PROPERTY
ANNEXATION AGREEMENT**

THIS AMENDED AND RESTATED PINE DRIVE PROPERTY ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this _____ day of _____, 2021, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Douglas County School District RE-1, its successors and assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property situated in the Town of Parker, Colorado, which is described in **Exhibit A**, attached hereto and made a part hereof (the "**Parcel 1**") and zoned PD-Planned Development District under the Parker Land Development Ordinance.

B. The Property Owner is also the owner of certain real property situated in unincorporated Douglas County, State of Colorado, which is described in **Exhibit B**, attached hereto and made a part hereof (the "**Parcel 2**") and zoned SR-Suburban Residential in Douglas County.

C. **Parcel 1** is subject to the "Pine Drive Property Annexation Agreement," dated May 15, 2006, and recorded at Reception No. 2006046564 of the Douglas County Clerk and Records Office (the "Original Annexation Agreement").

D. Pine Drive II, LLC, the predecessor-in-interest to the Property Owner, entered into the Original Annexation Agreement "in reliance upon the Town's concurrent adoption of an ordinance ... zoning [Parcel 1] PD-Planned Development ... (the "Original Zoning").

E. The Original Zoning limited the use of **Parcel 1** to single family detached residential and the Original Annexation Agreement contained terms and conditions to address the impacts of residential development including opens space, trails, parks, deficit reduction fees and school mitigation fees.

F. The Property Owner desires that the Town annex Parcel 2 and zone both Parcel 1 and Parcel 2 (collectively referred to as the "**Property**"), PF-Public Facilities District under the Parker Land Development Ordinance.

G. The Property Owner further desires to amend and restate the Original Annexation Agreement to remove the terms and conditions that address the impacts of residential development.

H. Concurrently with its petition for annexation of **Parcel 2**, the Property Owner has filed with the District a petition for inclusion of the Property.

I. The Town wishes to annex **Parcel 2** into the Town and shall consider the zoning application for the Property upon the condition that **Parcel 1** and **Parcel 2** are subject to this

Agreement and this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

J. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of **Parcel 2** shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement.

ii. Parcel 2 has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado (the "**Records**").

iii. The District signs this Agreement.

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

(c) Satisfaction of Conditions; Recording; Release of Original Annexation Agreement. On and after the Effective Date (as defined below), and without regard to the date upon which recording occurs as contemplated below, this Agreement shall be legally effective and binding on the Property Owner and the Town, shall supersede and replace in its entirety the Original Annexation Agreement with respect to **Parcel 1**, and the Original Annexation Agreement shall be null, void and of no further force and effect with respect to **Parcel 1**. Promptly following satisfaction of the Conditions Precedent, the Town shall cause

this Agreement to be recorded in the real property records of the Douglas County Clerk and Recorder's Office in accordance with Paragraph 22.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property to PF-Public Facilities, pursuant to the Town of Parker Land Development Ordinance that is adopted by Ordinance No. 3.241.2, contemporaneously with this Agreement.

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost, plus fifteen percent (15%), to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval), except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Town wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires an open space dedication for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to dedicate Open Space. The Property Owner acknowledges and agrees that the Town may require the dedication of Open Space as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

6. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a “Deficit Reduction Fee” to the Town to off-set the impact to the Town’s General Fund as a result of annexation. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be financially neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property, based upon the method used by the Town for calculating the “Deficit Reduction Fee” at the time such change in zoning is initiated by the Property Owner, as described herein.

7. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph.

a. Pine Drive.

i. The Property Owner shall design and construct an 8-foot detached sidewalk on the west side of Pine Drive adjacent to the Property (the "Sidewalk Improvement"). The Sidewalk Improvement shall be designed and constructed according to the Town of Parker Roadway Design and Construction Criteria Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

ii. The Property Owner shall design and construct the median improvements to Pine Lane adjacent to the Property, according to Town standards, prior to issuance of any certificates of occupancy for the Property, temporary or otherwise.

iii. The Property Owner shall pay to the Town Fifty Thousand Dollars (\$50,000.00), which constitutes the Property Owner's share of a traffic signal at the intersection of Pine Drive and Hills Drive, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

iv. The Property Owner shall design and construct all necessary auxiliary lanes for Pine Drive, as determined in the Town-approved Traffic Study for the Property, and in accordance with Town standards, prior to the issuance of any certificates of occupancy for the Property.

b. Hills Drive. The Property Owner shall design and construct Hills Drive on the west side of Pine Drive with a new alignment, as approved by the Town, which alignment will intersect with Pine Drive directly opposite Parker Hills Court on the east side of Pine Drive, prior to the issuance of the first certificate of occupancy, temporary or otherwise, for the Property. Hills Drive shall be constructed according to the Town of Parker Design and Roadway Criteria Manual, as amended, as a Residential Collector directly west of the intersection with Pine Drive and shall taper to match the existing section west of the project entry for the Property. The Property Owner shall remove existing Hills Drive and

revegetate the land as permitted by the Town of Parker Storm Drainage and Environmental Criteria Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

8. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

a. Pine Drive. Sufficient portions of the Property in fee simple absolute, including any slope, drainage and construction easements, as determined by the Town, to construct the sidewalks and any necessary auxiliary lanes for Pine Drive, as described in Paragraph 9 of this Agreement, at the time of the first final plat for the Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first.

b. Hills Drive. Sufficient portions of the Property in fee simple absolute, including any slope, drainage and construction easements, as determined by the Town, to construct Hills Drive as a residential collector at the time of the first final plat for the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal laws and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town, adoption of an ordinance zoning the Property PF-Public Facilities as provided in paragraph 4.a. of the Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

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.

d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning, as set forth above, is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

16. Recordation of Agreement. When the annexation ordinance and zoning ordinance, as described in this Agreement, have been adopted by the Town, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

18. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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.

19. 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.

20. 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 on the earlier of actual receipt or 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.

To the Town: Town Administrator/Town Attorney
Town of Parker
20120 East Mainstreet
Parker, Colorado 80134

To the Property Owner: Douglas County School District RE-1
Attn: Board of Directors, Board of Education
620 Wilcox St.
Castle Rock, Colorado 80104

With a copy to: Douglas County School District RE-1, General Counsel
Attn: Mary Klimesh, Esq.
620 Wilcox St.
Castle Rock, Colorado 80104

21. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of the satisfaction of the conditions precedent described in Paragraph 1(a) of this Agreement.

22. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**PROPERTY OWNER: DOUGLAS
COUNTY SCHOOL DISTRICT RE-1**

By: _____

[Please print name/title on line.↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Douglas County School District RE-1.

My commission expires: _____

(S E A L)

Notary Public

[Remainder of page intentionally left blank. Signatures continue on following page.]

**PARKER WATER AND SANITATION
DISTRICT**
(AS TO PARAGRAPH 3)

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Executive Coordinator

EXHIBIT A

Legal Description of Parcel 1

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2013073297 RECORDED ON SEPTEMBER 3, 2013, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N00°30'58"W, A DISTANCE OF 5,349.66 FEET; THENCE S89°53'49"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°53'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 12 OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647; THENCE N00°30'59"W, ALONG THE EAST LINE OF SAID BLOCK 12, A DISTANCE OF 1,187.73 FEET TO THE SOUTHWEST CORNER OF TRACT H OF SAID PARKER NORTH; THENCE N89°54'12"E, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H, BEING ON THE WEST RIGHT-OF-WAY LINE OF PINE DRIVE; THENCE S00°30'58"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,187.66 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 783,863 SQUARE FEET OR 17.995 ACRES, MORE OR LESS.

EXHIBIT B

Legal Description of Parcel 2

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.



Request for Town Council Action

Date: November 15, 2021

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.193.6 – Second Reading**
A Bill for an Ordinance Amending the Parker Auto Plaza
Development Guide Pursuant to the Town of Parker Land
Development Ordinance
Department: Community Development, Julia Duncan

EXECUTIVE SUMMARY

The applicant is proposing to amend the Parker Auto Plaza Planned Development (PD) zoning it to allow Automotive Repair, Major as a permitted use in the Commercial Use Areas identified in the Development Plan.

As required by the Land Development Ordinance, the Town Council shall consider the following factors when it evaluates and makes a decision on the proposed PD zoning amendment:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant is proposing to amend the Parker Auto Plaza PD zoning to revise the permitted uses listed in the Development Guide for Commercial Use Areas to include auto body repair as an allowed use under Service Establishments. The proposed auto body repair use is defined as *Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.*

The intent of the Parker Auto Plaza PD zoning is to establish standards for the development of property within the PD area in an efficient and orderly fashion. The PD zoning encourages innovative design standards, and the purpose of the Commercial Use Areas is to provide planned, orderly development meeting the automotive and retail needs of the community as it develops. Since adoption in 2002, the purpose of the PD has been implemented through a series of development projects for automotive uses such as vehicle sales, service and repair.

The Parker Auto Plaza PD was created as a receiving zone for auto-oriented uses that permits a broad range of commercial retail, service and accessory uses. The PD zoning permits auto sales, service, repair and rental among numerous other uses. Over time, the Town has distinguished between auto repair and auto body repair because the latter may be light industrial in character, more intensive in activity and has the potential to generate greater nuisance impacts than standard auto repair. The applicant is proposing an amendment to the PD zoning to clarify uses and permit auto body repair (*Automotive Repair, Major*) as a use by-right in the Commercial Use Areas identified in the Development Guide.

The proposed amendment to the PD zoning would permit additional auto-oriented use(s) designated as *Automotive Repair, Major* to include auto repair, auto body work, mechanical repair (of engines, drive trains) and auto painting. The addition of a definition for *Automotive Repair, Major* and the inclusion of this use within the Commercial Use Areas of the PD are the only zoning revisions being proposed. The proposal is consistent with the original purpose of the Parker Auto Plaza PD as a receiving zone for auto-oriented uses and is compatible with the current auto-oriented uses that are permitted, such as:

1. Automobile and Truck service and repair facilities;
2. Automobile sales (new and used), rental and leasing;
3. Car wash - automatic and coin operated - as a principal use;
4. Sales, leasing and rental of motorized equipment;
5. Sales of gasoline and automotive fuel products

The Parker Auto Plaza PD zoning incorporates development standards for these uses to mitigate potential impacts, such as the required screening of all roof-mounted equipment. Section III.D of the PD zoning also contains Design Standards for Commercial Uses including criteria for lot size, setbacks, building height, floor area ratio, building orientation and materials. Further, the PD zoning utilizes urban design standards that require buildings fronting Lincoln Avenue, Parker Road and 20-Mile Road to provide at least three (3) points of contact with the required setback with all buildings having a minimum of 30 percent of their footprint within 40 feet of the setback line. The goal of this provision is to ensure that buildings front the streets they are located on and the structures screen accessory parking areas from view. The PD zoning requires adherence to all state regulations for air quality since auto-oriented uses may have air quality

impacts.

The proposed amendment to the Parker Auto Plaza PD zoning is consistent with the intent and purpose of the PD as a receiving zone for many types of auto-oriented uses. The proposed rezoning will provide an area in Town where auto body repair uses may be located while relieving the development pressure to site auto body repair in commercial districts that are planned and zoned for higher value retail, service and office development. Toward this end, the proposed amendment to the PD zoning is consistent with the Parker 2035 Master Plan designation of Parker Auto Plaza as part of the Central Commercial Character Area.

On October 28, 2021, the Planning Commission voted unanimously to recommend approval of the proposed PD zoning amendment to the Town Council.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

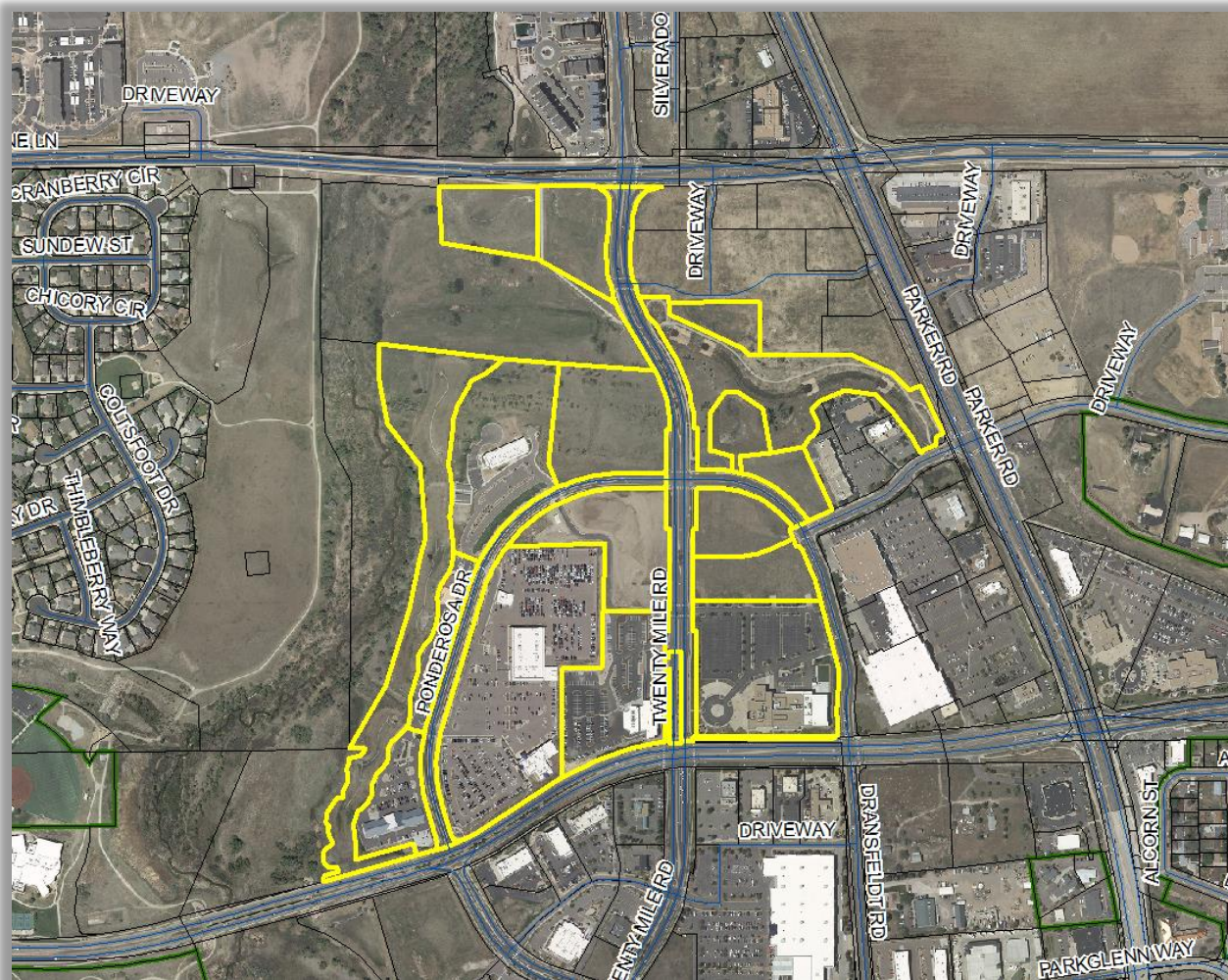
ATTACHMENTS

1. Vicinity Map
2. Proposed Parker Auto Planned Development Guide
3. Ordinance 3.193.6
4. Planning Commission Staff Report Z20-010

RECOMMENDED MOTION

I move to approve Ordinance No. 3.193.6 on second reading.

Vicinity Map



SECTION I

DEFINITION

A. PURPOSE

This Section defines terms, words and phrases used in this Development Guide. Words, terms and phrases used herein shall be interpreted in accordance with these definitions. All other terms, words or phrases not specifically defined herein shall be given their customary meanings.

B. DEFINITIONS

Abutting or Contiguous Land: A parcel of land that has a common boundary line with another parcel of land.

Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.

Basement: That part of a building partially or totally underground.

Building Envelope: A defined area on a lot indicating the location for all residential structural elements. The purpose of a building envelope is to carefully designate areas for development and preserve natural vegetation.

Carport: A roofed structure, or a portion of a building, open on two (2) or more sides, designed primarily for the parking of automobiles.

Commercial Retail: A commercial use characterized by the selling of tangible goods, wares and merchandise directly to the consumer.

Commercial Service: A commercial use characterized by the selling of services and intangibles directly to the consumer.

Common Area or Common Element, Commercial: The total area and structures within a commercial or industrial project which are designed, designated and maintained for common use and enjoyment by the owners and tenants of the project and their invitees, such as parking facilities and their appurtenances, enclosed and open malls, sidewalks, landscaped areas, public toilets and service facilities.

Construction: The actual placement and fastening of construction materials in a fixed position. If a basement is being excavated, such excavation shall be deemed to be actual construction. If demolition or removal of any existing building or structure has commenced preparatory to construction, such demolition or removal shall be deemed to be actual construction. The term construction shall apply to buildings, roadways, utilities, other structures and landscaping.

Courtyard: A space open and unobstructed to the sky, located at or above grade level on a lot bounded on three (3) or more sides by walls of a building.

Covered Parking: Parking facilities that are protected by a roof or enclosed within a structure

Detached Structure: Any structure having no party wall or common wall with another structure.

Driveway: A private vehicular passageway for the exclusive use of the owners and occupants of the lot(s) or project and their invitees.

Educational Facility: Private or public schools, colleges, universities, technical schools or libraries qualified to offer general academic and/or specialized education.

Garage, Private: A building, or portion thereof, used primarily for the parking of motor vehicles belonging to the occupants of the land upon which it is situated and their invitees.

Garage, Public: A building or portion thereof, other than a private garage, used for the parking of motor vehicles.

Hospital: An institutional facility used primarily for the overnight accommodation and medical and surgical care of the sick, injured and infirm, including sanitariums, but excluding therefrom, medical or dental clinics, rest homes, convalescent homes and homes for the aged.

Hotel: Any building arranged, designed and intended as a temporary lodging place for human beings, with or without meals; in which there are six (6) or more guest rooms or suites; and in which no provision is made for cooking in any individual room or suite.

Joint Use of Parking: The shared use of off-street parking facilities by more than one type of land use where the same parking spaces are taken into account in satisfaction of the parking requirements of each use.

Laboratory: A building or portion of a building devoted to the experimental study of the science of testing and analysis of chemicals, drugs, explosives, minerals, etc.

Laboratory -Medical or Dental: A building or a portion of a building devoted to the use of providing bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists and where no fabrication is conducted on the premises, except the custom fabrication of dentures.

Landscaping: Improvement to an area of land by the planting of a combination of trees, shrubs and ground cover, or the installation of other materials such as rock, bark, retaining walls, or sprinkler systems.

Lot Area: The total horizontal area within the lot lines of a lot.

Lot, Corner: A lot of which at least two (2) adjacent sides abut for their full length upon a public street.

Lot, Double Facing: A lot of which the front and rear property lines abut for their full length upon a public street.

May: A right or election to do so, not a requirement.

Maior Facilities of a Public Utility: A transmission line, power plant, switching station, substation of electrical facilities, pipelines and storage areas of utilities providing natural gas or petroleum derivatives.

Mobile Office: A vehicle, with or without self-motive power, designed and equipped for human occupancy for industrial, commercial or professional purposes, including but not limited to, temporary offices for the sale of homes, temporary construction management and supervisor trailers.

Motel: A hotel primarily used for transients traveling by automobile.

Office: A place of business containing offices.

Preservation Zone: A specific area on a platted lot with significant vegetation, outside of the building envelope, which in all cases must be maintained in a natural state as a permanent feature of the landscape. The area between the building envelope and the preservation zone shall remain free of any permanent improvements and any scars resulting from construction. As long as the vegetation and land surface are not permanently damaged, it is possible to clean trim in this area to practice better forest management and fire mitigation. The Preservation Zone shall apply in the Single Family Area "A" and Townhome Area II A "areas only.

Project: One or more lots planned, designed and developed as a unified entity such as a condominium project, patio home project, cluster project, commercial project or industrial project.

Protective Covenants: A written agreement, duly recorded, binding upon a specified group of property owners and their successors, heirs or assigns wherein certain restrictions and conditions are established to promote and protect the value, desirability and development of the subject property.

Public or Quasi-Public Facilities: Facilities intended for public use including but not limited to: educational facilities, fire stations, police stations, public parks, public recreational facilities, public utilities and public roadways.

Recreational Vehicle: A motor home, travel or camping trailer, boat, van or truck camper, with or without self-motive power, designed for temporary or permanent human habitation.

Recreation Vehicle Storage: An area of land and associated structures arranged, designed and intended to accommodate the temporary parking or storage of unoccupied recreation vehicles.

Riding, Hiking and Biking Trail: A trail or passageway arranged, designed and intended for use by equestrians, pedestrians and cyclists using non-motorized bicycles.

Right of Way or Passageway: An area or strip of land either publicly or privately owned, over which a right of passage has been recorded for the use by vehicles, or pedestrians, or both.

Setback Line-Front: A line parallel to the front lot line and tangent to that part of the building situated on the lot that is closest to the front lot line

Setback Line-Rear: A line parallel to the rear property line and tangent to that part of building situated on the lot that is closest to the rear property line

Setback Line-Side: A line parallel to the side property line and tangent to that part of the building situated on the lot which is closest to the side property line (excluding open fire escapes or stairways, eaves, overhangs, chimneys, uncovered patios and decks, fences and courtyards).

Shall: Mandatory responsibility or requirement.

Special Community Event: A temporary event, sponsored by a club, homeowners 1 association, property owners' association, other community organization or the owner of a major portion of land within Parker Auto Plaza, including but not limited to: fireworks, parades, swim meets, community picnics, athletic events, non-motorized vehicle races, rodeos, Christmas and holiday pageants and other outdoor programs.

Stable, Private: A building, or portion thereof, accessory structures used to shelter and feed horses that are used exclusively by the owners or occupants of the property upon which the stable is situated; and their guests.

Structure: Anything constructed or erected in, under, over or upon the land, or attached to something in, under, or upon the land.

Structure, Permanent: A structure that is built of such materials, and in such a manner, that it would reasonably be expected to land and remain useful for a substantial period of time.

Structure, Temporary: A structure that is not a permanent structure, or one, which is constructed for a special purpose in contemplation of removal upon accomplishment of such purpose.

Temporary Construction Yard: A place for temporary offices and temporary storage of materials used for the construction of any structure permitted.

Transitional Uses: Property that is in the interim period between annexation/ rezoning and development.

Use: The purpose for which land areas or buildings are arranged, designed and intended.

Watercourse: A channel, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir or land that carries or contains storm runoff and flood water.

SECTION II

GENERAL PROVISIONS

A. PURPOSE

The purpose of this Parker Auto Plaza Development Guide (hereinafter referred to as the "Development Guide") is to establish standards for the development of property in an efficient and orderly fashion.

Innovative, yet consistent, design standards shall be encouraged. The property shall be developed as a community with common themes throughout and strong attention paid to existing drainage ways, and improvements to the town's road alignment system.

B. APPLICATION ADOPTION AND EFFECT

This Development Guide shall apply to all lands described in Exhibit D, "Legal Description," and shall become effective upon the approval and adoption of same by the Town Council of the Town of Parker. From that date forward, all used of the property shall be in conformance with this Development Guide.

C. AUTHORITY

It is the intent of this Development Guide to be consistent with, and to assist in the implementation of the legislative declarations contained in the Planned Unit Development Act of 1972 of the State of Colorado.

D. ENFORCEMENT

The provisions of this Development Guide shall run with the land and be enforced, at law or in equity, by the Town of Parker, without limitation on any power or regulations otherwise granted by law.

E. MODIFICATIONS (*replaced original paragraph*)

Any modification of this Development Guide which substantially changes the intent of this development on the overall density, in so far as maximum density or commercial and office intensity, shall be processed through the Town of Parker as a Rezoning and meet all the conditions of same. Processed in accordance with the requirements of Section 13.04.240 of the Parker Land Development Code, as amended."

F. DEVELOPMENT PLAN

Together with this Development Guide, a Planned Development (PD) has been prepared and serves as the graphic representation of these provisions. This Planned Development (PD) is a part hereof and is incorporated herein by this reference with everything shown thereon and all amendments thereto.

G. EFFECT OF THE TOWN OF PARKER SUBDIVISION REGULATIONS

All provisions of the Town of Parker Subdivision Regulations and any amendments thereto as may be made from time to time, are by this reference incorporated herein as if fully set forth.

H. CONFLICT

The provisions of this Development Guide shall prevail and govern the development of Parker Auto Plaza, except where these provisions do not clearly address a specific subject or are in conflict with a specific provision defined within the Town of Parker Land Development Guide. In such situations, the provisions of the Town of Parker Land Development Code, as amended, shall prevail, when applicable.

I. DEVELOPMENT PHASING

Any project within this development may be constructed in phases, as approved through the Planned Development (PD), provided that it complies with this Development Guide.

J. LAND USE BOUNDARIES AND DENSITY

1) Boundary Calculation:

All land use areas shall be considered to include all of the land within the perimeters indicated on the Planned Development (PD) and one-half of any adjacent streets.

2) Final Boundary Configuration:

The Planned Development (PD) is intended to depict general locations and illustrate concepts of the provisions of the Development Guide. Major intersections shall be approved in more detail by the Planning Commission at the time of platting. Final collector roadway alignments and configurations of lot and tract sizes and shapes shall be determined at the time of final platting.

3) Utilities:

All utilities shall be placed underground, where practical.

K. DEDICATION REQUIREMENTS

All dedications of Public Facilities, including but not limited to Park and Open Space lands, roadways, utility easements and drainage facilities and easements, shall be made at the time of final platting of the specific project area.

Public park, and open space and other areas dedicated to the Town of Parker shall be delineated on the Planned Development (PD).

SECTION III

COMMERCIAL USE AREAS

A. PURPOSE

This section establishes standards for the commercial use areas designated on the plan, which will provide for planned, orderly development, meeting the automotive and retail needs of the community as it develops. All roof-mounted equipment, including solar collectors and heaters, shall be properly screened.

B. USES PERMITTED

The following uses shall be permitted in Commercial Areas as a matter of right:

1) Retail shopping establishments including the following:

- a. Antique shops;
- b. Artist supplies;
- c. Bakeries;
- d. Banks;
- e. Barber shop and beauty parlors;
- f. Book stores;
- g. Bowling alleys;
- h. Clothing stores;
- i. Convenience stores, providing no sales of gasoline or fuel product is included;
- j. Craft and hobby shops;
- k. Drug stores;
- l. Dry goods and variety shops;
- m. Electrical and household appliances;
- n. Fast food restaurants, including drive-through, drive-in and drive- up facilities;
- o. Florists;
- p. Furniture stores, provided no major warehousing is included with the activity;
- q. Gift shops;
- r. Grocery stores;
- s. Hardware and building materials stores;
- t. Jewelry stores;
- u. Music shops;
- v. Office supplies;
- w. Outpatient veterinary emergency facilities where no kenneling of animals is proposed;
- x. Package liquor stores;
- y. Paint shops;
- z. Pet shops;
- aa. Photography studios, equipment and supplies;
- bb. Restaurants, including restaurants with bar services and microbrewery facilities;
- cc. Shoe stores;
- dd. Sporting and Outdoor recreation goods and athletic equipment;
- ee. Theaters, indoor only;
- ff. Tire sales and repair;
- gg. Toy and game stores;

hh. Travel agencies;

2) Service establishment including the following:

- a. Amusement and recreational establishments;
- b. Automobile and Truck service and repair facilities;
- c. Automotive Repair, Major
- d. Automobile sales (new and used), rental and leasing;
- e. Car wash - automatic and coin operated - as a principal use;
- f. Hotels and motels, including restaurants, gifts shops and other accessory uses;
- g. Institutional and educational facilities (both public and private);
- h. Professional, medical, dental, governmental and public utility offices;
- i. Printing and publishing establishments;
- j. Public facilities, as defined in the Parker Land Development Ordinance, as amended;
- k. Public or private memberships clubs;
- l. Radio and television offices;
- m. Recreational vehicle storage;
- n. Sales, leasing and rental of motorized equipment;
- o. Sales of gasoline and automotive fuel products
- p. Veterinary clinics provided only household, domesticated animals are treated, and there is no provision for overnight kenneling of animals.

3) Churches and church schools;

4) Nursing homes, assisted living facilities, convalescent homes and other extended care facilities;

5) Open space;

6) Parking required for the above uses;

7) Incidental and ancillary structures for the above described uses.

C. USES BY. SPECIAL REVIEW (as defined and regulated by the Parker Land Development Ordinance, as amended)

1) Ambulance Services;

2) Hospitals and emergency care facilities;

3) Major facilities of a public utility;

4) Self-storage units;

5) Veterinary hospitals, including provisions for kenneling animals;

6) Display parking of automotive vehicles (including motorcycles, recreational vehicles and other type of motorized vehicle) for sale within the front or side yard setback of a lot."

D. DESIGN STANDARDS

1) Minimum lot area 1 acre, unless the project is developed as a planned center, in which case no minimum lot area is required.

2) Maximum building height: 35 feet, heights in excess of 35' may be requested for uses as a Use by Special Review but may not exceed 60'. The maximum building height for

commercial buildings shall be measured in accordance with the Town of Parker Land Development code, as amended.

- 3) Minimum lot width: 150 feet
- 4) Minimum building setbacks:
 1. Front: twenty-five feet {25'} from public streets. [except where prohibited by Section 13.04.040 of the parker Land Development Ordinance, as amended].
 2. Side: Twenty-five feet (25').
 3. Rear: Twenty-five feet {25'}.
- 5) Floor Area Ratios shall not exceed 0.35 for each platted lot.
- 6) On-site lighting will comply with the requirements of the Town of Parker Land Development Code, as amended.
- 7) Building materials, material colors, pedestrian orientation and building placement on lots shall be done in accordance with the "Town of Parker Commercial, Industrial & Multi-Family Residential Design Guideline Standards".
- 8) For lots which abut Lincoln Avenue, Parker Road or 20-Mile Road, the front yard setback, and at least one (1) side yard setback shall be considered a 'build-to' lines. At least three points of the building must touch this setback line, and at least thirty percent (30%) of the building footprint area must be within forty feet of the setback line. The intent of this provision is to ensure that buildings which front the aforementioned streets by their placement on site act to screen the parking areas from view and orient the uses internally to the Parker Auto Plaza Planned Development area.

SECTION IV

OPEN SPACE/ CONSERVATION AREA

A. PURPOSE.

This section establishes standards for the Open Space / Conservation Areas. It is the intent of this Section to provide natural open space and conservation areas while preserving natural resources such as significant vegetation and wildlife. These use areas may be private or public and will be determined at the time of final platting.

B. PERMITTED USES

The following uses shall be permitted in the Open Space/ Conservation Area as a matter of right:

- 1) Natural open space;
- 2) Wildlife and natural preserves;
- 3) Flood plains and natural drainage ways;
- 4) Trails;
- 5) Special community events;
- 6) Ancillary structures and parking;
- 7) Any other uses which are consistent with the above;
- 8) Public right-of-way

C. DESIGN STANDARDS

- 1) All lighting shall be of a type such that no offensive glare shall be imposed on adjacent residential uses.
- 2) Trash and storage areas shall be screened from view, either within buildings or behind fences or similar screening material.
- 3) Maintenance shall be by an organized maintenance association or another entity mutually agreed upon by the Town and the Developer.

D. CONSERVATION

- 1) A conservation easement may be placed over lands designated for open space purposes, if deemed appropriate for such conservation easement by the Town. This easement may be in favor of an entity other than the property owner, developer or Town, but must be an easement holder acceptable to the Town. The property intended to be the recipient of the open space conservation easement must be deeded to the Town free and clear of all liens and encumbrances.
- 2) Any Conservation easement will be properly recorded on a plat, or separate instrument.

SECTION V

TRANSITIONAL USE AREAS

A. PURPOSE

This Section establishes transitional uses for all use areas. It is likely that the project shall develop over time and intermediate uses should be allowed until such time as the area develops. These transitional uses shall be permitted in any use area until such area is platted and construction has commenced.

B. PERMITTED USES

The following uses shall be permitted in the Transitional Period as a matter of right, ten (10) years from the adoption of the Parker Auto Plaza PD and this Development Guide:

- 1) Agricultural uses, including farming and ranching;
- 2) Keeping of livestock;
- 3) Single-family detached residences;
- 4) Plant Nursery [outdoor tree farm, greenhouse structures];
- 5) Ancillary buildings;
- 6) Any use which is consistent with the purpose of this section.

EXHIBITS

- EXHIBIT A Parker Auto Plaza Development Plan (8 ½ X 11)

- EXHIBIT B Existing Conditions Plan (8 1/2 X 11)

- EXHIBIT C Land Use Summary Chart

- EXHIBIT D Legal Description of Property -Open Space Dedication
 - Baldwin Gulch

- EXHIBIT E Legal Description of Property- East & West Parcels
 Combined excepting Baldwin Gulch open space

EXHIBIT C

LAND USE SUMMARY CHART

Open Space – Zone OS	8.3 ± acres
R.O.W. Dedication	12.8 ± acres
Planned Development	<u>83.2 ± acres</u>
TOTAL PROPERTY	104.3 ± Acres

The Use Area may vary up to 10% as an administrative function, based upon approved plats for the property.

Ex: B:
 Pa: Auto Plaza PD Development Plan

PARKER AUTO PLAZA- DEVELOPMENT PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 105 ACRES



VICINITY MAP
 SCALE: 1"=2000'

PARKER
 ZONE P-1 - PLANNED DEVELOPMENT
 PARKER
 ZONE C-100 - MODERN COMMERCIAL

PARKER ZONING

DOUGLAS CO
 ZONE R-1 - RURAL RESIDENTIAL
 DOUGLAS CO
 ZONE C-1 - COMMERCIAL
 DOUGLAS CO
 ZONE S-1 - BUSINESS
 DOUGLAS CO
 ZONE S-2 - SERVICE TRAIL, OFF

DOUGLAS COUNTY ZONING



DEVELOPMENT PLAN

SCALE: 1"=200'-0"

NORTH



FOR BURT AUTOMOTIVE NETWORK
 IN CARE OF:
 LSC MANAGEMENT, INC.
 8500 E. BROADWAY
 SMITHWOOD, CO

PREPARED BY:
 CONCEPTS WEST ARCHITECTURE
 202 E. CHRYSTIE 8TH BLVD., SUITE 2
 COLORADO SPRINGS, CO 80906



PARKER AUTO PLAZA

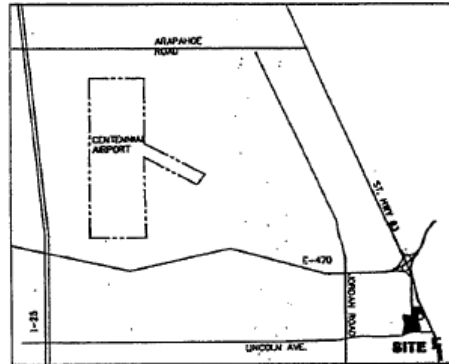
Concepts West
 Architecture, Inc.

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PLAN & PLOT PLAN

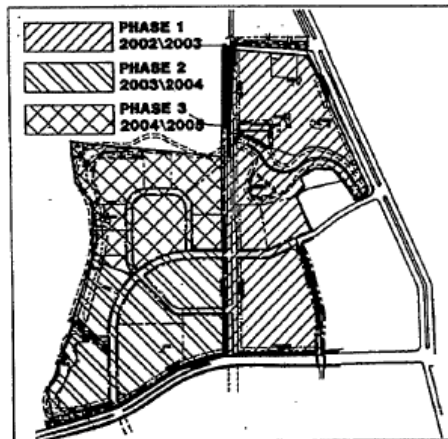
PARKER AUTO PLAZA- SKETCH PLAN

**A PART OF THE SW 1/4 SECTION 10
TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
DOUGLAS COUNTY, STATE OF COLORADO
105 ACRES**



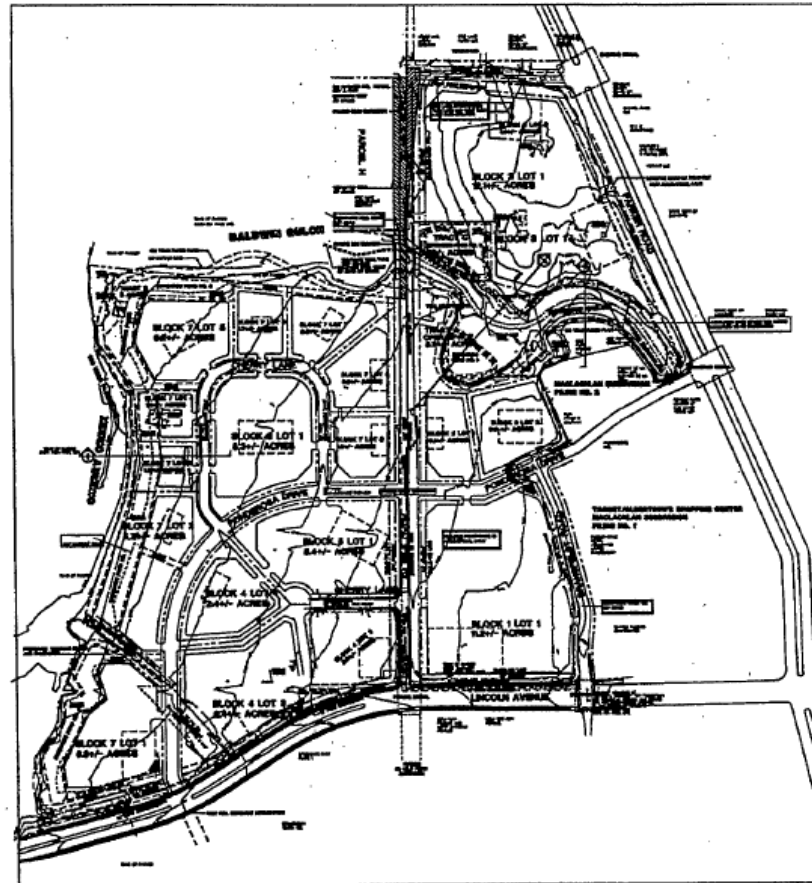
VICINITY MAP

SCALE: 1"=4000'



PHASING MAP

SCALE: 1"=400'



SKETCH PLAN

SCALE 1"=200'-0"



FOR BURT AUTOMOTIVE NETWORK
IN CARE OF:
LOC MANAGEMENT, INC.
8300 E. BROADWAY
ENGLEWOOD, CO

PREPARED BY:
CONCEPTS WEST ARCHITECTURE
308 E. CHEYENNE MTH BLVD., SUITE G
COLORADO SPRINGS, CO 80905

PARKER AUTO PLAZA

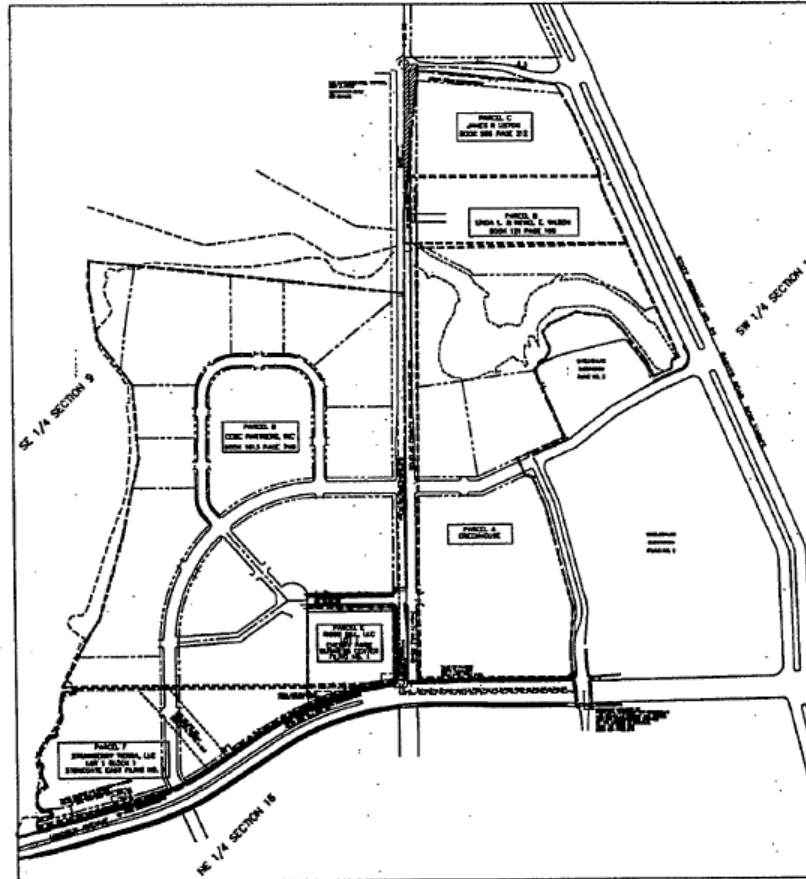
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Architecture, Inc.**

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2. PLOT/ASSIGN

PARKER AUTO PLAZA- SKETCH PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 105 ACRES



EXISTING LAND PARCEL PLAN
 SCALE: 1"=200'-0"



FOR BURT AUTOMOTIVE NETWORK
 IN CARE OF:
 L&C MANAGEMENT, INC.
 2309 S. BROADWAY
 ENGLEWOOD, CO

PREPARED BY:
 CONCEPTS WEST ARCHITECTURE
 308 E. CHEYENNE 15TH BLVD., SUITE 6
 COLORADO SPRINGS, CO 80905



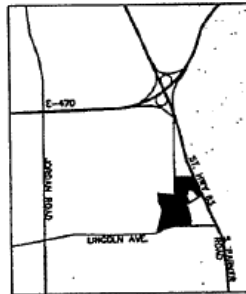
PARKER AUTO PLAZA
 PARKER, CO
 PARKER PLAZA AND LINCOLN AVENUE
 FOR BURT/AUTOMOTIVE NETWORK, INC. 2309 S. BROADWAY ENGLEWOOD, CO 80113

**Concepts West
 Architecture, Inc.**
 308 E. CHEYENNE 15TH BLVD., SUITE 6
 COLORADO SPRINGS, CO 80905

Sheet
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 of
8
 1/8 PLOT/PLANS/000

PARKER AUTO PLAZA- DEVELOPMENT PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 105 ACRES



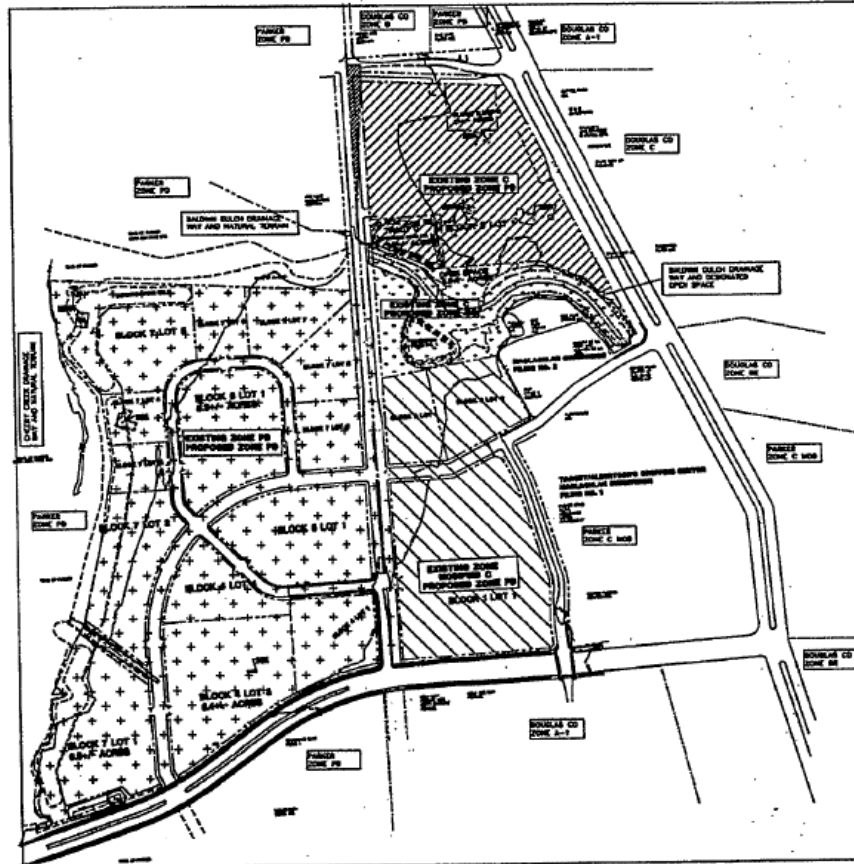
VICINITY MAP
 SCALE: 1"=2000'

PARKER
 ZONE PD - PLANNED DEVELOPMENT
 PARKER
 ZONE C WCD - HIGHWAY COMMERCIAL

PARKER ZONING

DOUGLAS CO
 ZONE SR - RURAL RESIDENTIAL
 DOUGLAS CO
 ZONE C - COMMERCIAL
 DOUGLAS CO
 ZONE B - BUSINESS
 DOUGLAS CO
 ZONE A-C-1-AGRICULTURAL DISTRICT

DOUGLAS COUNTY ZONING



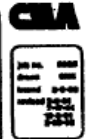
DEVELOPMENT PLAN

SCALE: 1"=2000'



FOR BURT AUTOMOTIVE NETWORK
 IN CARE OF:
 L&C MANAGEMENT, INC.
 8380 E. BROADWAY
 BIRLEWOOD, CO

PREPARED BY:
 CONCEPTS WEST ARCHITECTURE
 302 E. CHEYENNE WITH BLVD., SUITE G
 COLORADO SPRINGS, CO 80909



PARKER AUTO PLAZA

Concepts West Architecture, Inc.
 302 E. CHEYENNE WITH BLVD., SUITE G
 COLORADO SPRINGS, CO 80909

Sheet
 1
 of 1

PARKER AUTO PLAZA- SKETCH PLAN

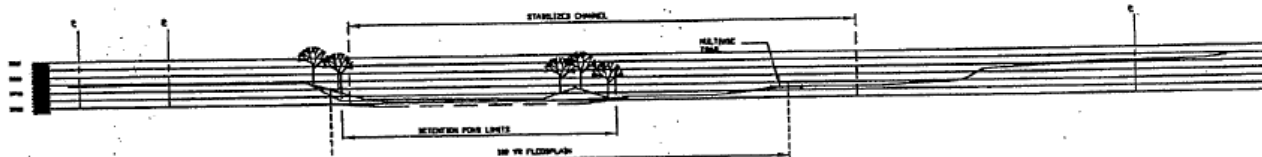
A PART OF THE SW 1/4 SECTION 10
TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
DOUGLAS COUNTY, STATE OF COLORADO
105 ACRES



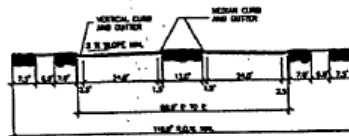
SECTION 'A' TYPICAL AT CHERRY CREEK PERIMETER
SCALE: 1" = 30'-0" LOOKING NORTH



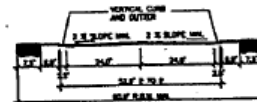
SECTION 'B' - AT BALDWIN GULCH
SCALE: 1" = 30'-0" LOOKING WEST



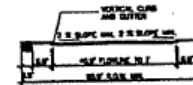
SECTION 'C'- AT BALDWIN GULCH
SCALE 1" = 30'-0" LOOKING NORTHWEST



ARTERIAL
SCALE: 1" = 15'-0"



NON-RESIDENTIAL COLLECTOR
SCALE: 1"= 15'-0"



NON-RESIDENTIAL LOCAL
SCALE: 1"= 15'-0"

QMA

姓名	姓名
性别	性别
年龄	年龄
职业	职业

PARKER AUTO PLAZA

**Concepts West
Architecture, Inc.**

show
6
of 6

EXHIBIT D
OPEN SPACE DESCRIPTION
BALDWIN GULCH

A parcel of land lying within Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the easterly line of the Southeast Quarter of said Section 9, being of an assumed bearing North 00°17'51" East, 2669.21 feet. Monumented by a 3.25" aluminum cap stamped "PLS 20966, 1997" at the northern terminus and by a 3.25" aluminum cap stamped "PLS 19003, 1999" at the southern terminus.

Commencing at the Southwest Corner of said Section 10;

Thence North 00°17'51" East, 10.00 feet, along the westerly line of said Section 10, to the Northwest Corner of that Board of County Commissioners of the County of Douglas parcel described in Book 721 at Page 640 and the southwest corner of that Board of County Commissioners of the County of Douglas parcel described in Book 1180 at Page 0881;

Thence North 89°56'00" East, 55.00 feet, along the northerly line of said parcel described in Book 721 at Page 640, parallel with and 10.00 feet northerly of the southerly line of said Section 10 to the southeast corner of a said parcel described in a Book 1180 at Page 0881 said point also being the Southwest Corner of that Town of Parker parcel described in Book 1186 at Page 0908;

Thence North 00°17'51" East, 1252.52 feet, along the easterly line of said parcel described in Book 1180 at Page 881, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **TRUE POINT OF BEGINNING**;

Thence North 82°29'03" East, 508.71 feet, to the Northwest Corner Lot 2 of the Maclachlan Subdivision Filing No. 2 as recorded at Reception number 9628035;

Thence along the westerly, northerly, and easterly lines of Maclachlan Subdivision Filing No. 2 the following fifteen (15) courses:

1. Thence North 33°20'29" East, 46.58 feet;
2. Thence North 63°21'12" East, 25.91 feet;
3. Thence North 32°34'42" East, 42.07 feet;
4. Thence North 14°20'55" West, 16.30 feet;
5. Thence North 23°57'00" West, 69.77 feet;
6. Thence North 41°49'39" East, 46.92 feet;
7. Thence North 66°02'59" East, 125.03 feet;
8. Thence South 82°24'03" East, 141.03 feet;
9. Thence South 44°51'11" East, 82.03 feet;
10. Thence South 36°52'57" East, 170.09 feet;
11. Thence South 23°56'49" East, 72.93 feet, to a point of non-tangent curvature;
12. Thence northeasterly, along the arc of a curve to the right, whose center bears South 28°09'48" East, 355.00 feet, thru a central angle of 04°12'48", an arc length of 26.11 feet, whose chord bears North 63°56'37" East, 26.10 feet to a point of tangency;
13. Thence North 66°03'00" East, 57.85 feet;
14. Thence North 01°17'56" East, 35.93 feet;
15. Thence North 66°03'00" East, 32.62 feet, to the northeast corner of Tract B of said Maclachlan Subdivision Filing No. 2;

Thence North 66°03'00" East, 0.79 feet, on an extension of the northerly line of said Tract B to the westerly right-of-way line of State Highway No. 83 (AKA South Parker Road), said line also being the westerly line of the CDOT Parcel 59 Rev. described in Book 741 at Page 239;

Thence North 23°56'16" West, 238.21 feet, along westerly right-of-way line of said CDOT Parcel 59 Rev.;

Thence South 66°06'54" West, 51.46 feet;
Thence North 45°24'20" West, 109.52 feet;
Thence North 64°44'06" West, 193.03 feet;
Thence South 89°59'52" West, 484.96 feet;
Thence North 38°32'29" West, 23.24 feet;

Thence North $62^{\circ}36'49''$ West, 255.72 feet, to the Northeast Corner of a parcel described in a deed to the Board of County Commissioners of the County of Douglas recorded in Book 1180 at Page 881;

Thence South $00^{\circ}17'51''$ West, 614.67 feet, along the easterly line of said parcel, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **POINT OF BEGINNING**.

Containing 8.3284 acres, or 362,783 square feet, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI JOB NO.: 9958-002.6

DATE: July 9, 2001

For and on Behalf of

WESTERN STATES SURVEYING, INC.

19029 East Plaza Drive, Suite 252

Parker, CO 80134

(303) 841-7436

Thomas F. Phalin, PLS 23516

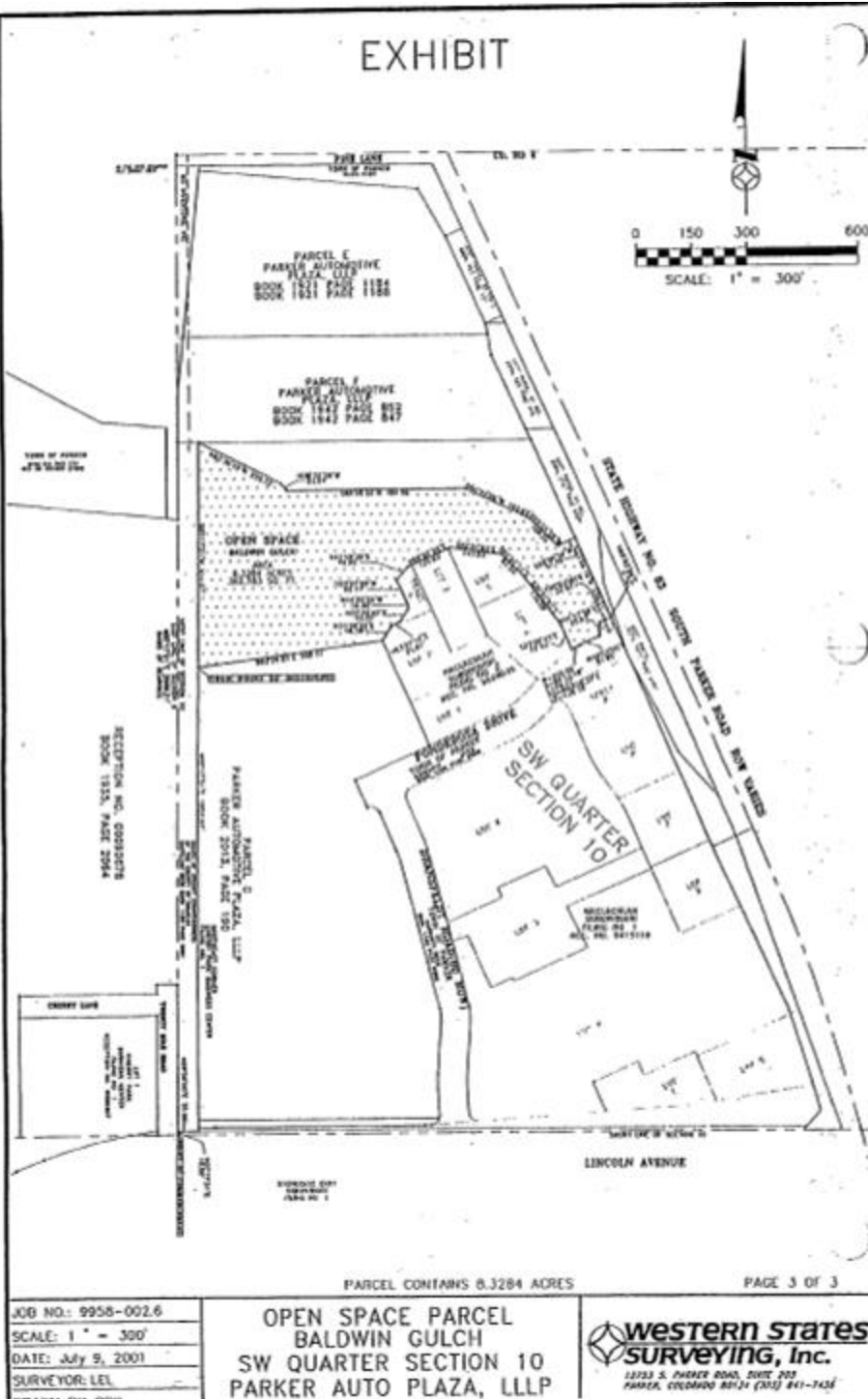


EXHIBIT E

EAST & WEST PARCELS, COMBINED- EXCEPTING BALDWIN GULCH OPEN SPACE

A parcel of land consisting of a portion of Lot 1, Block 1, Stonegate East Filing No. 1 as shown on plat recorded at Reception No. 8712189 of the Douglas County records, a portion of Lot 1, Cherry Park Business Center Filing No. 1 as shown on plat recorded at Reception No. 9500907, and all of that parcel described in a warranty deed to Parker Auto Plaza II, LLC recorded in Book 1935 at Page 2064, Reception No. 00090678 of the Douglas County records, said parcel is located in the Southeast Quarter of Section 9 and the Northeast Quarter of Section 16, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, together with a parcel of land consisting of all that parcel described in Book 1921 at Page 1184 and Book 1921 at Page 1188, all that parcel described in Book 1942 at Page 852 and Book 1942 at Page 847 and all that parcel described in Book 2013 at Page 190, all located in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the easterly line of the Southeast Quarter of said Section 9, being of an assumed bearing North 00°17'51" East, 2669.21 feet. Monumented by a 3.25" aluminum cap stamped "P.L.S 20966, 1997" at the northern terminus and by a 3.25" aluminum cap stamped "P.L.S 19003, 1999" at the southern terminus.

Commencing at the Southwest Corner of said Section 10;

- Thence North 00°17'51" East, 10.00 feet, along the westerly line of said Section 10, to the Northwest Corner of that Board of County Commissioners of the County of Douglas parcel described in Book 721 at Page 640 and the southwest corner of that Board of County Commissioners of the County of Douglas parcel described in Book 1180 at Page 0881;
- Thence North 89°56'00" East, 55.00 feet, along the northerly line of said parcel described in Book 721 at Page 640, parallel with and 10.00 feet northerly of the southerly line of said Section 10 to the southeast corner of that parcel described in Book 1180 at Page 0881, said point also being the Southwest Corner of that Town of Parker parcel described in Book 1186 at Page 0908;
- Thence North 00°17'51" East, 9.18 feet, parallel with and 55.00 feet easterly of the westerly line of said Section 10 and along the easterly line of said parcel described in Book 1180 at Page 0881, and the westerly line of said parcel described in Book 1186 at Page 0908 to the Northwest Corner thereof and the TRUE POINT OF BEGINNING, said point being the beginning of a non-tangent curve;
- Thence easterly, along the arc of a curve to the right, whose center bears South 02°05'15" East, 1320.00 feet, thru a central angle of 02°01'15", an arc length of 46.56 feet, whose chord bears North 88°55'21" East, 46.56 feet, along the northerly line of said parcel described in Book 1186 at Page 0908, to a point of tangency;
- Thence North 89°56'00" East, 574.13 feet; continuing along said northerly line, parallel with and 20' northerly of the southerly line of said Section 10 to a point on the northerly line of that parcel described in a warranty deed to the Board of County Commissioners of the County of Douglas recorded in Book 721 at Page 629;
- Thence North 85°55'45" East, 16.08 feet, continuing along said northerly line to a point of tangency, said point being the Southwest Corner of MacLachlan Subdivision Filing No. 1 as recorded at Reception number 9415118;
- Thence along the westerly line of MacLachlan Subdivision Filing No. 1 and the westerly right-of-way line of Dransfeldt Road the following ten (10) courses:
1. Thence easterly, along the arc of a curve to the left, whose center bears North 04°04'24" West, 25.00 feet, thru a central angle of 90°00'00", an arc length of 39.27 feet, whose chord bears North 40°55'36" East, 35.35 feet, to a point of tangency;
 2. Thence North 04°04'15" West, 72.03 feet, to a point of curvature;
 3. Thence northerly, along the arc of a curve to the right, whose center bears North 85°55'45" East, 280.00 feet, thru a central angle of 08°13'05", an arc length of 40.16 feet, whose chord bears North 00°02'17" East, 40.13 feet to a point of tangency;
 4. Thence North 04°08'50" East, 140.81 feet, to a point of curvature;
 5. Thence northerly, along the arc of a curve to the left, whose center bears North 85°51'10" West, 120.00 feet, thru a central angle of 18°49'43", an arc length of 39.43 feet, whose chord bears North 05°16'02" West, 39.26 feet to a point of tangency;
 6. Thence North 14°40'53" West, 409.89 feet, to a point of curvature;
 7. Thence northerly, along the arc of a curve to the left, whose center bears South 75°19'07" West, 220.00 feet, thru a central angle of 09°16'07", an arc length of 35.59 feet, whose chord bears North 19°18'57" West, 35.55 feet to a point of tangency;
 8. Thence North 23°57'00" West, 110.43 feet, to a point of curvature;

9. Thence northwesterly, along the arc of a curve in the left, whose center bears South 66°03'00" West, 25.00 feet, thru a central angle of 90°00'00", an arc length of 39.27 feet, whose chord bears North 68°57'00" West, 35.36 feet, to a point of non-tangency;
 10. Thence North 23°57'00" West, 80.00 feet, to the Northwest Corner of said MacLachlan Subdivision Filing No. 1 and the North line of Ponderosa Drive right-of-way;
- Thence North 66°03'00" East, 219.95 feet, along the northerly line of MacLachlan Subdivision Filing No. 1 to the Southwest Corner of the MacLachlan Subdivision Filing No. 2 as recorded at Reception number 9628035;
- Thence along the westerly, northerly, and easterly lines of MacLachlan Subdivision Filing No. 2 the following sixteen (16) courses:
1. Thence North 23°57'00" West, 309.52 feet;
 2. Thence North 33°20'29" East, 46.58 feet;
 3. Thence North 63°21'12" East, 25.91 feet;
 4. Thence North 32°34'42" East, 42.07 feet;
 5. Thence North 14°20'55" West, 16.30 feet;
 6. Thence North 23°57'00" West, 69.77 feet;
 7. Thence North 41°49'39" East, 46.92 feet;
 8. Thence North 66°02'59" East, 125.03 feet;
 9. Thence South 82°24'03" East, 141.03 feet;
 10. Thence South 44°51'11" East, 82.03 feet;
 11. Thence South 36°52'57" East, 170.09 feet;
 12. Thence South 23°56'49" East, 72.93 feet, to a point of non-tangent curvature;
 13. Thence northeasterly, along the arc of a curve to the right, whose center bears South 28°09'47" East, 355.00 feet, thru a central angle of 04°12'48", an arc length of 26.11 feet, whose chord bears North 63°56'37" East, 26.10 feet, to a point of non-tangency;
 14. Thence North 66°03'00" East, 57.85 feet;
 15. Thence North 01°17'56" East, 35.93 feet;
 16. Thence North 66°03'00" East, 32.62 feet, to the northeast corner of Tract B of said MacLachlan Subdivision Filing No. 2;
- Thence North 66°03'00" East, 0.79 feet, on an extension of the northerly line of said Tract B to the
- westerly right-of-way line of State Highway No. 83 (AKA South Parker Road), said line also being the westerly line of the CDOT Parcel 59 Rev. described in Book 741 at Page 239;
- Thence North 23°56'20" West, 533.99 feet, along the westerly right-of-way line to its intersection with southerly line of a parcel described in Book 121 at Page 190;
- Thence North 23°56'20" West, 32.86 feet, along said westerly right-of-way line to the Northwest Corner of said CDOT Parcel 59 Rev., said point also being the Southwest Corner of CDOT Parcel 56 Rev. as described in Book 743 at Page 709;
- Thence North 23°56'20" West, 225.26 feet, along the said westerly right of way line and the westerly line of said CDOT Parcel 56 Rev.;
- Thence North 10°49'51" West, 57.52 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 56 Rev. to the northerly line of said parcel described in Book 121 at Page 190, also being the southerly line of a parcel described in Book 966 at Page 212;
- Thence North 10°49'51" West, 30.67 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 56 Rev to the Northwest Corner thereof;
- Thence North 23°56'20" West, 264.14 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 55 Rev 2 as described in Book 923 at Page 121;
- Thence North 29°43'18" West, 148.87 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 55 Rev 2 to the Southeast Corner of a Town of Parker parcel described in Exhibit A, of Rule and Order to the Town of Parker recorded in Book 1203 at Page 2667;
- Thence North 84°24'17" West, 598.04 feet, along the southerly line of said parcel to the Southwest Corner thereof, said point is also on the westerly line of a parcel described in Book 102 at Page 206, from which the Northwest Corner of said parcel bears North 5°46'45" East, 14.08 feet;
- Thence South 05°46'45" West, 457.92 feet; along the westerly line of said parcel described in Book 102 at Page 206 to the Southwest Corner of said parcel described in Book 966 at Page 212, said point also being the Northwest Corner of said parcel described in Book 121 at Page 190;
- Thence South 05°46'45" West, 167.16 feet; along the westerly line of said parcel described in Book 102 at Page 206 to the west line of said Section 10 from which the Southwest Corner of said Section 10 bears South 00°17'51" West, 2003.02 feet;
- Thence South 00°17'51" West, 125.53 feet; along the west line of said parcel described in Book 102 at Page 206 and the west line of said Section 10 to the Southwest Corner of said parcel described in Book 121 at Page 190;

Thence South $00^{\circ}17'51''$ West, 212.01 feet, continuing along said west line, to the Northeast Corner of that parcel described in Book 1935 at Page 2064 of the Douglas County records;

Thence North $83^{\circ}57'09''$ West, 1369.56 feet, to the northeasterly corner of a parcel described in a deed to the Town of Parker recorded in Book 1304 at Page 238 of the Douglas County records;

Thence continuing along the easterly line of that parcel described in Book 1304 at Page 238 the following nine (9) courses:

1. Thence South $00^{\circ}58'38''$ West, 117.70 feet;
2. Thence South $09^{\circ}22'17''$ East, 225.85 feet;
3. Thence South $37^{\circ}24'45''$ East, 242.21 feet;
4. Thence South $04^{\circ}30'40''$ East, 316.43 feet;
5. Thence South $13^{\circ}45'22''$ West, 126.49 feet;
6. Thence South $12^{\circ}00'58''$ West, 207.37 feet;
7. Thence South $16^{\circ}23'09''$ West, 367.51 feet;
8. Thence South $32^{\circ}17'02''$ West, 90.34 feet;
9. Thence South $28^{\circ}00'16''$ West, 242.02 feet, to a point on the southerly line of said Section 9 and the southerly corner of that parcel described at Book 1304 at Page 238 from which the Southeast Corner of said Section 9 bears North $89^{\circ}43'57''$ East, 1485.31 feet;

Thence North $89^{\circ}43'57''$ East, 62.62 feet along the southerly line of said Section 9 to the Northwest Corner of said Lot 1, Block 1, Stonegate East Filing No. 1;

Thence along the westerly line of said Lot 1 the following twenty-one (21) courses:

1. Thence South $40^{\circ}25'55''$ West, 19.48 feet;
2. Thence South $78^{\circ}34'39''$ West, 58.85 feet;
3. Thence South $27^{\circ}16'01''$ East, 15.43 feet;
4. Thence South $22^{\circ}23'26''$ West, 25.67 feet;
5. Thence South $04^{\circ}22'26''$ East, 64.60 feet;
6. Thence South $28^{\circ}19'00''$ West, 55.31 feet;
7. Thence South $10^{\circ}35'26''$ East, 21.60 feet;
8. Thence South $79^{\circ}00'04''$ West, 32.07 feet;
9. Thence South $34^{\circ}56'18''$ West, 72.68 feet;
10. Thence South $07^{\circ}01'51''$ West, 47.44 feet;
11. Thence South $51^{\circ}38'01''$ East, 22.77 feet;
12. Thence South $29^{\circ}03'27''$ West, 19.05 feet;
13. Thence South $10^{\circ}28'48''$ East, 29.18 feet;
14. Thence South $27^{\circ}31'05''$ East, 39.67 feet;
15. Thence South $54^{\circ}06'30''$ West, 51.05 feet;
16. Thence South $00^{\circ}39'26''$ West, 51.56 feet;
17. Thence South $38^{\circ}39'34''$ East, 34.50 feet;
18. Thence North $81^{\circ}20'48''$ East, 38.07 feet;
19. Thence South $21^{\circ}37'18''$ East, 23.28 feet;
20. Thence South $73^{\circ}38'29''$ West, 70.87 feet;
21. Thence South $01^{\circ}44'46''$ East, 28.42 feet, to the Southwest Corner of said Lot 1;

Thence along the southerly line of said Lot 1 the following two (2) courses:

1. Thence North $75^{\circ}07'51''$ East, 503.34 feet, to a point of curvature;
2. Thence easterly, along the arc of a curve to the left, whose center bears North $14^{\circ}52'09''$ West, 1237.57 feet, thru a central angle of $06^{\circ}47'06''$, an arc length of 146.55 feet, whose chord bears North $71^{\circ}44'18''$ East, 146.47 feet, to the Southwest Corner of Lincoln Avenue Right-of-way Parcel RW-8NW as described in the Agreement for Possession and Use as recorded in Book 1544 at Page 888 of the Douglas County records and a point of non-tangent curvature;

Thence along the northwesterly line of said Parcel RW-8NW the following three (3) courses:

1. Thence northeasterly, along the arc of a curve to the left, whose center bears North $25^{\circ}37'25''$ West, 1200.00 feet, thru a central angle of $06^{\circ}34'05''$, an arc length of 137.56 feet, whose chord bears North $61^{\circ}05'33''$ East, 137.49 feet to a point of tangency;
2. Thence North $57^{\circ}48'30''$ East, 301.74 feet, to a point of curvature;
3. Thence northeasterly, along the arc of a curve to the right, whose center bears South $32^{\circ}11'30''$ East, 1320.00 feet, thru a central angle of $08^{\circ}08'11''$, an arc length of 187.45 feet, whose chord bears North $61^{\circ}52'36''$ East, 187.29 feet, to a point on the southerly line of said Lot 1 and the northeasterly corner of said Parcel RW-8NW and a point of non-tangent curvature;

Thence northeasterly, along the southerly line of said Lot 1, along the arc of a curve to the right, whose center bears South $24^{\circ}30'12''$ East, 1049.31 feet, thru a central angle of $04^{\circ}22'11''$, an arc length of 80.03 feet, whose chord bears North $67^{\circ}40'53''$ East, 80.01 feet, to the westerly corner of the Lincoln Avenue right-of-

way Parcel RW-8NE as described in Book 1544 at Page 888 of the Douglas County records, and a point of non-tangent curvature;
Thence easterly, along the northerly line of said Parcel RW-8NE, along the arc of a curve to the right, whose center bears South $20^{\circ}34'55''$ East, 1320.00 feet, thru a central angle of $10^{\circ}24'45''$, an arc length of 239.89 feet, whose chord bears North $74^{\circ}37'28''$ East, 239.56 feet, to the easterly corner thereof and a point on the northerly line of Section 16 and a point of non-tangent curvature, from which the Northeast Corner of Section 16 bears North $89^{\circ}43'57''$ East, 129.57 feet;
Thence North $89^{\circ}43'57''$ East, 0.05 feet, to the westerly corner of Lincoln Avenue Right-of-Way Parcel RW-15 as described in Book 1565 at Page 624 of the Douglas County records, and a point of non-tangent curvature;
Thence easterly, along the northerly line of said Parcel RW-15, along the arc of a curve to the right, whose center bears South $10^{\circ}09'56''$ East, 1320.00 feet, thru a central angle of $03^{\circ}16'25''$, an arc length of 75.41 feet, whose chord bears North $81^{\circ}28'17''$ East, 75.40 feet, to a point on the east line of said Lot 1 Cherry Park Business Center Filing No. 1 and the Northeast Corner of said right of way parcel from which the Southeast Corner of said Lot 1 bears South $00^{\circ}17'51''$ West, 10.84 feet;
Thence South $00^{\circ}17'51''$ West, 10.84 feet;
Thence North $89^{\circ}43'57''$ East, 55.00 feet, to the **POINT OF BEGINNING**.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying within Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the easterly line of the Southeast Quarter of said Section 9, being of an assumed bearing North $00^{\circ}17'51''$ East, 2669.21 feet. Monumented by a 3.25" aluminum cap stamped "PLS 20966, 1997" at the northern terminus and by a 3.25" aluminum cap stamped "PLS 19003, 1999" at the southern terminus.

Commencing at the Southwest Corner of said Section 10;
Thence North $00^{\circ}17'51''$ East, 10.00 feet, along the westerly line of said Section 10, to the Northwest Corner of that Board of County Commissioners of the County of Douglas parcel described in Book 721 at Page 640 and the southwest corner of that Board of County Commissioners of the County of Douglas parcel described in Book 1180 at Page 0881;
Thence North $89^{\circ}56'00''$ East, 55.00 feet, along the northerly line of said parcel described in Book 721 at Page 640, parallel with and 10.00 feet northerly of the southerly line of said Section 10 to the southeast corner of a said parcel described in a Book 1180 at Page 0881 said point also being the Southwest Corner of that Town of Parker parcel described in Book 1186 at Page 0908;
Thence North $00^{\circ}17'51''$ East, 1252.52 feet, along the easterly line of said parcel described in Book 1180 at Page 881, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **TRUE POINT OF BEGINNING**;
Thence North $82^{\circ}29'03''$ East, 508.71 feet, to the Northwest Corner Lot 2 of the MacLachlan Subdivision Filing No. 2 as recorded at Reception number 9628035;
Thence along the westerly, northerly, and easterly lines of MacLachlan Subdivision Filing No. 2 the following fifteen (15) courses:
1. Thence North $33^{\circ}20'29''$ East, 46.58 feet;
2. Thence North $63^{\circ}21'12''$ East, 25.91 feet;
3. Thence North $32^{\circ}34'42''$ East, 42.07 feet;
4. Thence North $14^{\circ}20'55''$ West, 16.30 feet;
5. Thence North $23^{\circ}57'00''$ West, 69.77 feet;
6. Thence North $41^{\circ}49'39''$ East, 46.92 feet;
7. Thence North $66^{\circ}02'59''$ East, 125.03 feet;
8. Thence South $82^{\circ}24'03''$ East, 141.03 feet;
9. Thence South $44^{\circ}51'11''$ East, 82.03 feet;
10. Thence South $36^{\circ}52'57''$ East, 170.09 feet;
11. Thence South $23^{\circ}56'49''$ East, 72.93 feet, to a point of non-tangent curvature;
12. Thence northeasterly, along the arc of a curve to the right, whose center bears South $28^{\circ}09'48''$ East, 355.00 feet, thru a central angle of $04^{\circ}12'48''$, an arc length of 26.11 feet, whose chord bears North $63^{\circ}56'37''$ East, 26.10 feet to a point of tangency;
13. Thence North $66^{\circ}03'00''$ East, 57.85 feet;
14. Thence North $01^{\circ}17'56''$ East, 35.93 feet;
15. Thence North $66^{\circ}03'00''$ East, 32.62 feet, to the northeast corner of Tract B of said MacLachlan Subdivision Filing No. 2;

Thence North 66°03'00" East, 0.79 feet, on an extension of the northerly line of said Tract B to the westerly right-of-way line of State Highway No. 83 (AKA South Parker Road), said line also being the westerly line of the CDOT Parcel 59 Rev. described in Book 741 at Page 239;
Thence North 23°56'16" West, 238.21 feet, along westerly right-of-way line of said CDOT Parcel 59 Rev.;
Thence South 66°06'54" West, 51.46 feet;
Thence North 45°24'20" West, 109.52 feet;
Thence North 64°44'06" West, 193.03 feet;
Thence South 89°59'52" West, 484.96 feet;
Thence North 38°32'29" West, 23.24 feet; Page 5 of 5 Page 5 of 5
Thence North 62°36'49" West, 255.72 feet, to the Northeast Corner of a parcel described in a deed to the Board of County Commissioners of the County of Douglas recorded in Book 1180 at Page 881;
Thence South 00°17'51" West, 614.67 feet, along the easterly line of said parcel, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **POINT OF BEGINNING**.

Net area: Containing 96.0224 Acres or 4,182,736 square feet, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI JOB NO.: 9958-002.6
DATE: July 9, 2001
For and on Behalf of
WESTERN STATES SURVEYING.
12753 S. Parker Road, Suite 205
Parker, CO 80134
(303) 841-7436
Thomas F. Phalin, PLS 23516

Exhibit B:

Development Plan

I, the undersigned, being of the county, township, and jurisdiction of the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this day of _____, 2001.

By _____
 Notary Public

By _____
 Notary Public

By _____
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PARKER AUTO PLAZA-DEVELOPMENT PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 111 ACRES



VICINITY MAP

SCALE: 1"=1000'

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

TOWNSHIP 6 SOUTH

RANGE 66 WEST

SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

TOWNSHIP 6 SOUTH

RANGE 66 WEST

SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

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TOWNSHIP 6 SOUTH

RANGE 66 WEST

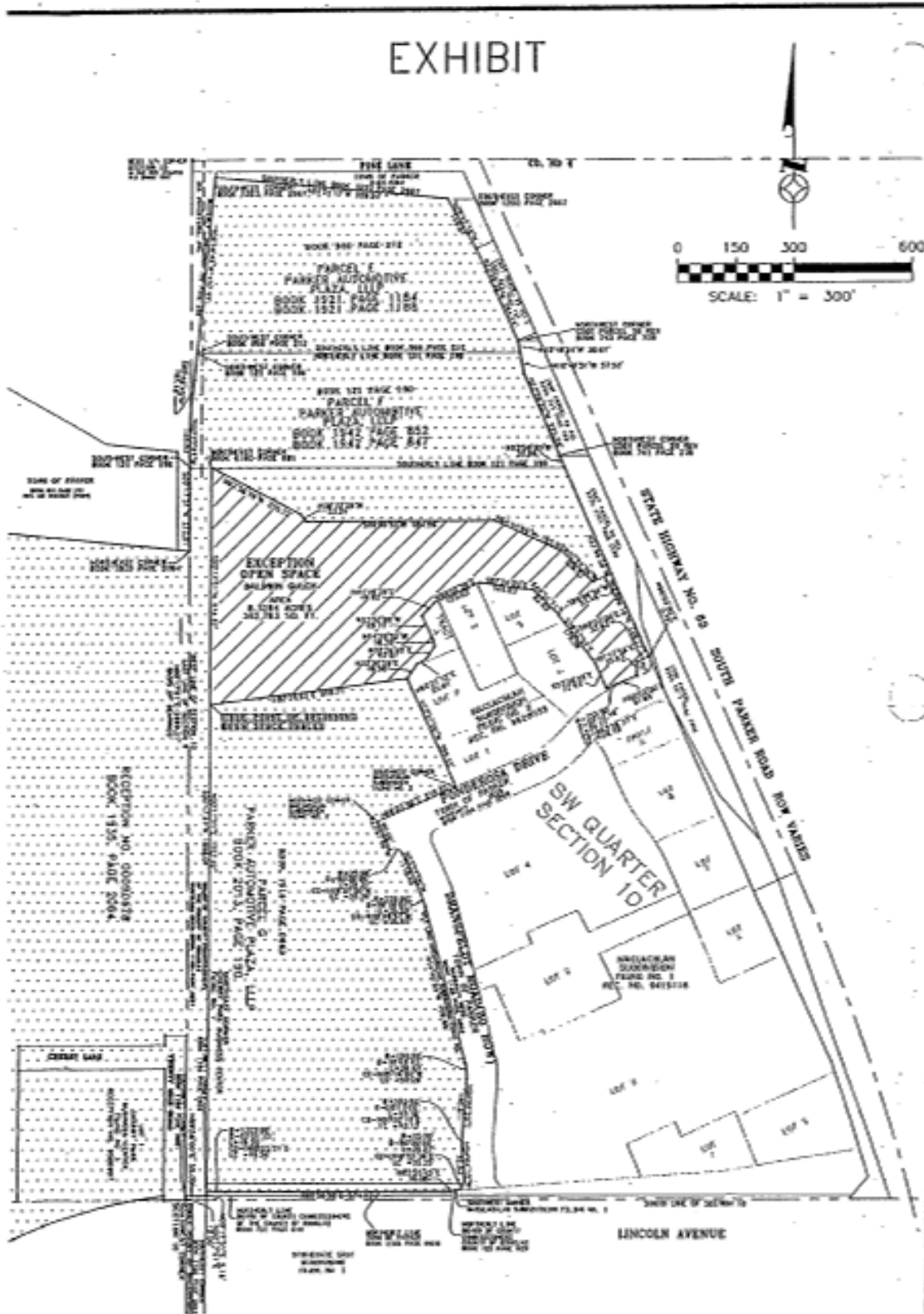
SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC



ORDINANCE NO. 3.193.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE AMENDING THE PARKER AUTO PLAZA DEVELOPMENT GUIDE PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

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

Section 1. Finding of Fact.

a. Application has been made for rezoning the Parker Auto Plaza Planned Development as described in Ordinance No. 3.193, Series of 2002, for the property described in the attached **Exhibit A**, within the Town of Parker, Colorado, (the “Property”), pursuant to Town of Parker Land Development Ordinance.

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

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

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

e. The factors contained in Section 13.04.240(b)(6)(f) of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. Subsection I.B. of the Parker Auto Plaza Development Guide is hereby amended by the addition of a definition for “Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.”

Section 3. Subsection III.B. of the Parker Auto Plaza Development Guide is hereby amended to add a new subparagraph 2)c. to provide: “2)c. Automotive Repair, Major.”

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 5. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1 of the Town of Parker.

Section 6. 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 7. 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 8. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF THE DOUGLAS COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 1 THE FOLLOWING TWENTY-TWO (22) COURSES:

1. NORTH 89°55'03" EAST, 105.03 FEET TO A POINT OF TANGENT CURVATURE;
2. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 00°04'57" WEST A RADIUS OF 5,785.00 FEET, THRU A CENTRAL ANGLE OF 05°27'44", AN ARC LENGTH OF 551.51 FEET, WHOSE CHORD BEARS NORTH 87°11'11" EAST A LENGTH OF 551.29 FEET;
3. SOUTH 05°32'41" EAST, 7.00 FEET TO A POINT OF NONTANGENT CURVATURE;
4. EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 05°32'41" EAST, A RADIUS OF 153.00 FEET, THRU A CENTRAL ANGLE OF 44°14'53", AN ARC LENGTH OF 118.16 FEET, WHOSE CHORD BEARS SOUTH 73°25'14" EAST A LENGTH OF 115.24 FEET;
5. SOUTH 29°43'18" EAST, 66.60 FEET;
6. SOUTH 23°56'20" EAST, 264.14 FEET;
7. SOUTH 10°49'51" EAST, 88.19 FEET;
8. SOUTH 23°56'20" EAST, 553.91 FEET;
9. SOUTH 66°06'54" WEST, 51.46 FEET;
10. NORTH 45°24'20" WEST, 109.52 FEET;
11. NORTH 64°44'06" WEST, 193.03 FEET;
12. SOUTH 89°59'52" WEST, 417.86 FEET;
13. NORTH 00°00'08" WEST, 240.75 FEET;
14. NORTH 89°42'09" WEST, 404.78 FEET;
15. NORTH 00°17'51" EAST, 25.00 FEET;
16. NORTH 89°42'09" WEST, 136.54 FEET TO A POINT OF NONTANGENT CURVATURE;
17. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 72°03'06" EAST, A RADIUS OF 625.00 FEET, THRU A CENTRAL ANGLE OF 05°51'30", AN ARC LENGTH OF 63.90 FEET, WHOSE CHORD BEARS NORTH 15°01'09" WEST A LENGTH OF 63.88 FEET;
18. SOUTH 86°37'09" WEST, 6.07 FEET TO A POINT OF NONTANGENT CURVATURE;
19. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 77°59'36" EAST, A RADIUS OF 631.00 FEET, THRU A CENTRAL ANGLE OF 17°27'40", AN ARC LENGTH OF 192.30 FEET, WHOSE CHORD BEARS NORTH 03°16'34" WEST A LENGTH OF 191.56 FEET;
20. NORTH 05°27'16" EAST, 123.41 FEET TO A POINT OF NONTANGENT CURVATURE;
21. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 84°33'45" EAST, A RADIUS OF 132.96 FEET, THRU A CENTRAL ANGLE OF 84°26'53", AN ARC LENGTH OF 196.05 FEET, WHOSE CHORD BEARS NORTH 47°40'43" EAST A LENGTH OF 178.76 FEET;
22. NORTH 00°04'57" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.



Planning Commission Staff Report

Planning Commission Date: 10/28/2021

Town Council Date: 11/15/2021

Hearing Type: Public Hearing
Parker Auto Plaza PD, 3rd Amendment–
TRAKiT No: Z20-010

Location: Generally located on the east and west side of Twenty Mile Road between Pine Lane and Lincoln Avenue

Project Planner: Julia Duncan, Associate Planner

Applicant: Livaudais Architecture; Daniel Ramirez

Executive Summary: The project applicant is proposing to amend the Parker Auto Plaza Planned Development, 2nd Amendment, to allow for Automotive Repair, Major, as a permitted use in the Commercial Use areas of the plan.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the zoning.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:”

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

“I move the Planning Commission vote to continue the zoning to a future date.”

I. BACKGROUND/DISCUSSION

The project applicant is proposing to amend the Parker Auto Plaza Planned Development Guide to expand the permitted uses within the Commercial Use Areas, as a use under *Service Establishments*, to include, “Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.”

The Parker Auto Plaza Planned Development establishes standards for the development of property within the guide with common themes throughout. Specifically, the purpose of the Commercial Use Areas of the PD is to provide planned, orderly development, meeting the automotive and retail needs of the community as it develops.

The Parker Auto Plaza PD was established in 2002 as a receiving zone for auto sales and repair in the Town. As currently written, the Parker Auto PD allows for Automobile and Truck service and repair facilities. The Town has interpreted auto body repair as different then automobile maintenance in repair. The applicant is seeking the zoning Amendment to add clarity regarding uses allowed with the addition of Major Automotive Repair as a use by right to the PD.

The proposal would allow work designated as Major Automotive Repair, which includes repair, body work, mechanical repair of engines and drive trains, and/ or painting. The addition of the definition of “Automotive Repair, Major,” and the inclusion of the use within the Commercial Use Areas are the only changes proposed. The additional use is consistent with the original purpose of this PD as a receiving zone for auto sales and repair and is consistent with the other auto related uses allowed as a service establishment which include the following:

- a. Automobile and Truck service and repair facilities;
- b. Automobile sales (new and used), rental and leasing;
- c. Car wash - automatic and coin operated - as a principal use;
- d. Sales, leasing and rental of motorized equipment;
- e. Sales of gasoline and automotive fuel products

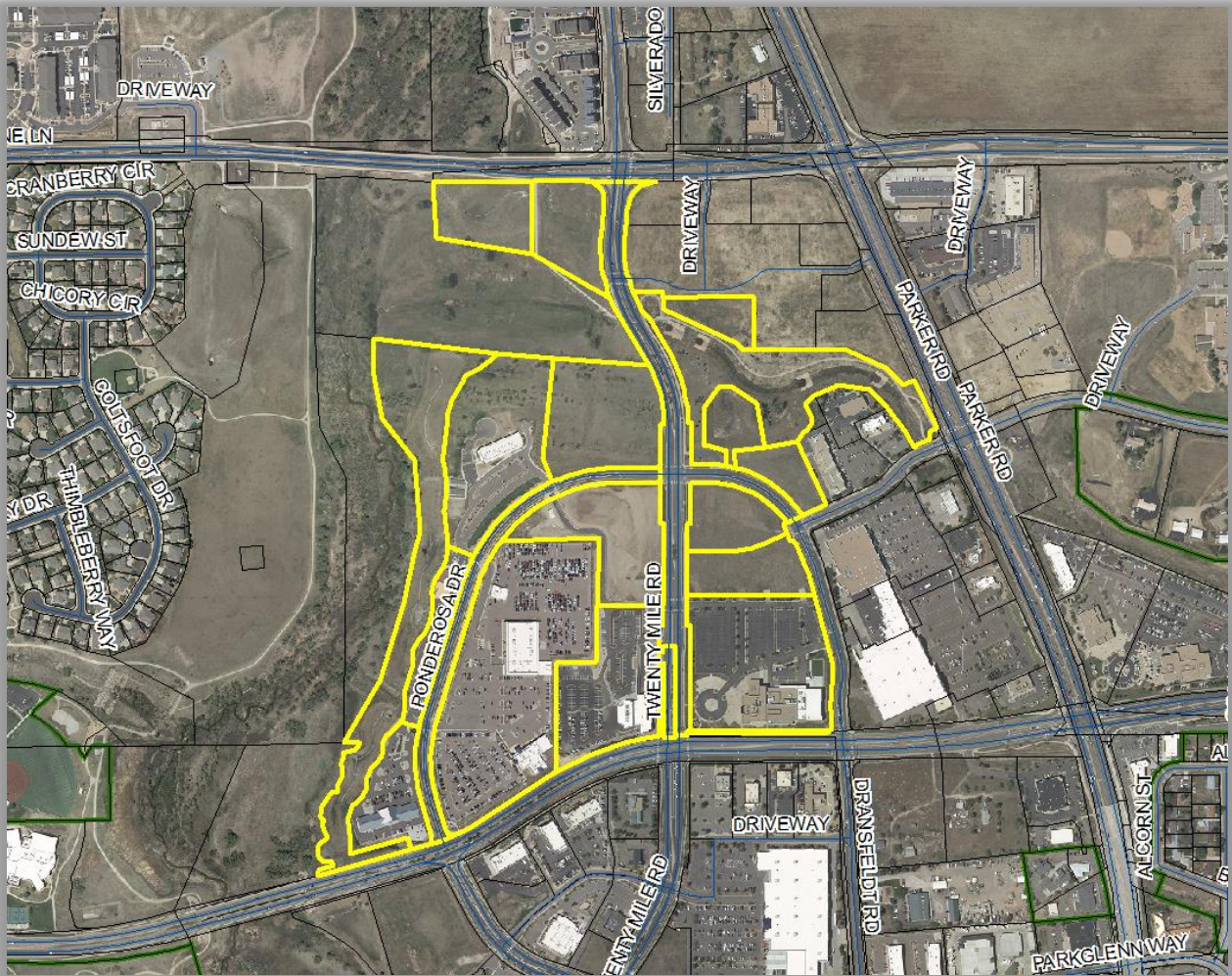
The PD establishes standards for these uses including the required screening of all roof-mounted equipment. Additionally, Section III.D of the PD outlines the Design Standards for Commercial Uses including minimum lot sizes, setback requirements, height, Floor Area Ratios, building orientation, and materials. Further, requirements exist which mandate that buildings fronting Lincoln Avenue, Parker Road, and 20-Mile Road maintain at least three points of contact with the required setback, with a minimum of 30% of the building footprints within forty feet of the setback line. The intent of this provision is to ensure that buildings which front the streets by their placement on site act to screen the parking areas from view and orient the uses internally to the Parker Auto Planned Development Area. Adherence to all State regulations regarding air quality is also required.

Under Section 13.02.010-Definitions, of the Parker Land Development Ordinance (the “LDO”), there is no existing definition for, “Automotive Repair, Major.” However, definition updates proposed under the modernization of the Land Development Ordinance include adding “Automotive Repair, Major.” The proposed definition consolidates and streamlines multiple uses

within the code. The proposed Amendment is consistent with the proposed updates to the Land Development Ordinance.

The expanded use is consistent with the existing uses within the Parker Auto Plaza PD and consolidates this kind of use to help encourage centralization and limit the dispersion of such uses Town wide. The additional use is consistent with existing and permitted uses within the district and reinforces the Parker Auto Plaza as providing an array of auto related services within a centralized automotive district.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
April 1, 2002	Town Council approved the Parker Automotive Plaza PD Guide and Plan.
April 15, 2004	Town Council approved the Parker Automotive Plaza PD, 1 st Amendment
June 19, 2004	Town Council approved the final plat for the Parker Automotive Property.
July 19, 2021	Town Council approved the Parker Auto Plaza PD, 2 nd Amendment

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Parker Auto Plaza PD		
Master Plan Area	Central Commercial		
Site Acreage	111 acres		
Subdivision	Parker Auto Plaza		
Existing Use	Vacant, retail, automobile sales, commercial, open space		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	PD – Planned Development	Under Development for the Parker and Pine Planned Development
North	Central Commercial	PD- Planned Development	Pine Lane Business Park
South	Central Commercial	PD - Planned Development	Commercial retail Shopping Center
East	Central Commercial	Modified Commercial	Peakview Shopping Center/retail
West	Central Commercial	PD - Planned Development	Open Space

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian

	connectivity between uses. Vertical mixed use is highly encouraged where appropriate.
Consistent Goals/Strategies	Land Use 1. B Land Use 1.C Land Use 1.H Land Use 1. J Jobs and Economic Vitality I.2 Jobs and Economic Vitality I.2.A Jobs and Economic Vitality I.2.B Jobs and Economic Vitality I.2.D Jobs and Economic Vitality I.2. E
Staff Analysis	The Parker Auto Plaza Planned Development is generally located on the east and west side of Twenty Mile Road between Pine Lane and Lincoln Avenue within the Central Commercial Character Area as designated by the Parker 2035 Master Plan. This area is intended to provide commercial uses which focus on retail, services, lodging, restaurants and entertainment. The proposal would allow work designated as Major Automotive Repair work, which includes repair, body work, mechanical repair of engines and drive trains, and/or painting. The addition of the definition of “Automotive Repair, Major,” and the inclusion of the use allowed within the Commercial Areas are the only changes proposed. The additional use is consistent with the other auto related uses allowed as a service establishment. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	N/A	The proposed zoning is to allow an additional use within the prescribed Commercial Use Area and does not affect or impact density.	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Allowed Uses	Service Establishment Uses: a. Amusement and recreational establishments; b. Automobile and Truck service and repair facilities; c. Automotive Repair, Major d. Automobile sales (new and used), rental and leasing; e. Car wash - automatic and coin operated - as a principal use; f. Hotels and motels, including restaurants, gifts shops and other accessory uses; g. Institutional and educational facilities (both public and private); h. Professional, medical, dental, governmental and public utility offices;	"Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting."	☒ Consistent ☐ Inconsistent ☐ No Change

	i. Printing and publishing establishments; j. Public facilities, as defined in the Parker Land Development Ordinance, as amended; k. Public or private memberships clubs; l. Radio and television offices; m. Recreational vehicle storage; n. Sales, leasing and rental of motorized equipment; o. Sales of gasoline and automotive fuel products p. Veterinary clinics provided only household, domesticated animals are treated, and there is no provision for overnight kenneling of animals.		
Height/Stories	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ No Change
Staff Analysis	As detailed in the analysis above, the requested rezoning is consistent with the Parker 2035 Master Plan.		

VI. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

The Parker Auto Plaza PD was established in 2002 as a receiving zone for auto sales and repair in the Town. As currently written, the Parker Auto PD allows for Automobile and Truck service and repair facilities. The Town has interpreted auto body repair as different than automobile maintenance repair. The applicant is seeking the zoning Amendment to add clarity regarding allowed uses with the addition of Major Automotive Repair as a use by right to the PD.

The proposal would allow work designated as Major Automotive Repair work, which includes repair, body work, mechanical repair of engines and drive trains, and/ or painting. The addition of the definition of “Automotive Repair, Major,” and the inclusion of the use within the Commercial Areas are the only changes proposed. The additional use is consistent with the other auto related uses allowed for a service establishment

Based on this analysis, staff has determined that this criterion has been met.

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

The Parker Auto PD allows for Automobile and Truck service and repair facilities. The proposed use is in addition to the existing uses allowed within the Commercial Use area and is consistent.

Based on this analysis, staff has determined that this criterion has been met.

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

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

Since 2002, the time of the original zoning, zoning changes have occurred in the area allowing for additional commercial and residential development significantly changing the area. The additional use will add new services, employees, and customers, increasing the economic viability of the Parker Auto PD.

Based on this analysis, staff has determined that this criterion has been met.

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

Roadway infrastructure exists around the property. No additional transportation improvements are anticipated with the property's rezoning.

Based on this analysis, staff has determined that this criterion has been met.

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

The Town does not anticipate significant municipal service costs with the proposed zoning that it is not prepared to meet. The proposed additional use will be consistent with existing uses and within existing commercial developments.

Based on this analysis, staff has determined that this criterion has been met.

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

The Town does not anticipate significant environmental impacts. Air standards are regulated by The Colorado Department of Public Health and Environment and the Environmental Protection Agency.

Based on this analysis, staff has determined that this criterion has been met.

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

As detailed in Section IV. of this staff report, the proposed rezoning to allow for the additional use in the Commercial use area is consistent with the Parker 2035 Master Plan including the Central Commercial Character Area.

Based on this analysis, staff has determined that this criterion has been met.

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

The property is located within Parker Water and Sanitation District and infrastructure exists serving adjoining properties.

Based on this analysis, staff has determined that this criterion has been met.

VII. CONCLUSION

This zoning request is being processed to allow for the additional use of Major Automotive Repair within the Parker Auto PD Commercial Use Area. The proposed rezoning allows for an additional use consistent with existing uses while expanding services to the community and increasing economic viability for local business owners. The application has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning request.

VIII. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Parker Auto Plaza Planned Development Guide, 3rd Amendment.

IX. ATTACHMENTS

1. Amended Parker Auto PD, 3rd Amendment

Report Approved By: Bryce Matthews, Planning Manager



Request for Town Council Action

Date: November 15, 2021

Submitted By: Randy Sale, Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **BUILDING CODE UPDATES**
Department: Community Development, Randy Sale

EXECUTIVE SUMMARY

The Town amends the Building Code on a three (3) year cycle to ensure that proposed construction projects are reviewed and approved using the most current standards in the field. The proposed updates are considered a best practice and ensure that all construction is approved using the most current standards for life and fire safety as well as the structural integrity of buildings. The proposed Building Code amendments will apply uniformly to the administration of all the technical codes related to building and construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Building Code updates may be summarized as follows:

2020 National Electric Code

Internationally, Building Code Officials recognize the need for a modern up-to-date electrical code addressing the design and installation of electrical systems. The 2020 NFPA 70: National Electrical Code edition is designed to meet those needs through model code regulations that safeguard public health and safety in all communities.

The NFPA 70: National Electrical Code provides many benefits, including the model code development process, that uses an open consensus-based environment. All NFPA codes and standards are developed and periodically reviewed by approximately 7,000 volunteer committee members with a wide range of professional expertise. This comprehensive electrical code establishes minimum regulations for electrical systems using practical safeguarding of persons and property from hazards arising from the use of electricity.

2021 Administrative Code

Historically, each Building Code element has had its own administrative section in a municipal code. As in the past, Parker has created its own administrative code for building and construction tailored to fit the Town of Parker. This unifies all the individual administrative

sections into one (1) document which can then be applied uniformly to all the technical codes.

2021 International Codes

The *International Codes*®, in the 2021 edition, are designed to meet Model Code regulations that safeguard public health, safety and the general welfare in all communities.

These comprehensive Codes establish minimum regulations for all building systems using prescriptive and performance-related provisions. They are founded on broad-based principles that make possible the use of new materials, designs and methods. The 2021 Code editions are fully compatible with all the *International Codes* (I-Codes) published by the International Code Council (ICC), including the *International Building Code*®, *International Residential One and Two-Family Dwellings Code*®, *International Energy Conservation Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *International Plumbing Code*®, *International Existing Building Code*®, and the *International Swimming Pool and Spa Code*®.

The *International Code*® provisions provide many benefits, among which is the Model Code development process that offers an international forum for building professionals to evaluate life and fire safety as well as related code improvements. This forum provides an excellent arena to evaluate and decide upon proposed revisions. The Model Code also encourages consistency in the application of fire and life safety standards on a national and international basis.

FINANCIAL IMPACT

N/A

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 4.85.5
2. Ordinance No. 4.89.7
3. Ordinance No. 4.91.7
4. Ordinance No. 4.92.6
5. Ordinance No. 4.93.6
6. Ordinance No. 4.94.5
7. Ordinance No. 4.95.5
8. Ordinance No. 4.96.5
9. Ordinance No. 4.97.5
10. Ordinance No. 4.101.6
11. Ordinance No. 4.105.3
12. Ordinance No. 4.106.3

RECOMMENDED MOTION

I move to approve Ordinance No. 4.85.5 on second reading.

I move to approve Ordinance No. 4.89.7 on second reading.

I move to approve Ordinance No. 4.91.7 on second reading.
I move to approve Ordinance No. 4.92.6 on second reading.
I move to approve Ordinance No. 4.93.6 on second reading.
I move to approve Ordinance No. 4.94.5 on second reading.
I move to approve Ordinance No. 4.95.5 on second reading.
I move to approve Ordinance No. 4.96.5 on second reading.
I move to approve Ordinance No. 4.97.5 on second reading.
I move to approve Ordinance No. 4.101.6 on second reading.
I move to approve Ordinance No. 4.105.3 on second reading.
I move to approve Ordinance No. 4.103.3 on second reading.

ORDINANCE NO. 4.85.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.05.020, 11.05.050, 11.05.060 AND 11.05.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ELECTRICAL CODE

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Section 11.05.020 of the Parker Municipal Code is amended to read as follows:

11.05.020 National Electrical Code adopted.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the National Electrical Code, ~~2017~~**2020** Edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.05.050 of the Parker Municipal Code is amended to read as follows:

11.05.050 Amendments.

The National Electrical Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the National Electrical Code):

(1) Delete the definition **Location, Dry** in its entirety and replace with:

“Location, Dry. A location not normally subject to dampness or wetness. A location classified as dry will have all exterior openings sealed from the weather and the roofing shall be complete or sealed in a manner acceptable to the Parker Building Official.”

(2) Amend Article 110.26(A)(3), Height of Working Space, by the addition of a new subparagraph (1) and Informational note to read:

“The width of the working space shall include the wall space at the equipment.”

“Informational note: Increasingly, wall space above and below service equipment is used for cable, satellite, phone and other type of equipment. This leads to problems when additions to the service equipment are required.”

~~(3) Amend Figure 210.52(C)(1) by revising the description to read:~~

~~“Determination of area behind sink. Small appliance outlets are not allowed behind a cooking appliance.”~~

~~(4)~~(3) Amend Article 210.52(B)(3), Kitchen Receptacle Requirements, by the addition of a new subparagraph (1) to read:

“There shall be no more than four (4) receptacle outlet openings on a residential kitchen small appliance branch circuit.”

~~(5)~~(4) Amend Article 220.14(I), Receptacle Outlets, by the addition of a new subparagraph (1) to read:

“For dwellings, general purpose receptacle outlets. The number of receptacle outlets per circuit shall not exceed ten (10) on a 15-ampere circuit or thirteen (13) on a 20-ampere circuit.”

~~(6)~~(5) Amend Article 230.70(A), Location, by the addition of a new subparagraph (1) to read:

“Service disconnecting means shall be located so that the height to the center of the operating handle shall not be less than ~~4-3 feet 6 inches (1219 1066 mm)~~ and not more than 6 feet 7 inches (2.0 m) above the floor or finish grade, except as installed in freestanding or building-type switchgear built to the National Electrical Manufacturers Association's specifications. When necessary to install tiered metering on multifamily dwellings, it shall be permissible to vary the heights of the disconnecting means within 2 feet 6 inches to 6 feet 6 inches (762 mm to 2.0 m) above finished grade.”

Section 3. Section 11.05.060 of the Parker Municipal Code is amended to read as follows:

11.05.060 Violation; penalty.

In addition to the penalty provisions contained in the Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.05.080 of the Parker Municipal Code is amended to read as follows:

11.05.080 Effective date.

The ordinance codified in this Chapter shall take effect on **January 1, 2018**~~22~~.

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 publication of an agenda that contains the title to this Ordinance in a newspaper of local circulation prior to first and second reading of this Ordinance creates a financial burden on the Town and 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.89.7, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.01.030, 11.01.060 AND 11.01.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ADMINISTRATIVE CODE

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

Section 1. Section 11.01.030 of the Parker Municipal Code is amended to read as follows:

11.01.030 Parker Administrative Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the Parker Administrative Code, ~~May 2020~~ November 2021 Edition, as published by the Town of Parker, Colorado, 20120 E. Mainstreet, Parker, CO 80138-7344, is adopted by reference and incorporated into this Chapter as though fully set forth herein. The Parker Administrative Code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.01.060 of the Parker Municipal Code is amended to read as follows:

11.01.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Administrative Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3. Section 11.01.080 of the Parker Municipal Code is amended to read as follows:

11.01.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~19~~22.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.91.7, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.02.020, 11.02.050, 11.02.060 AND 11.02.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS BUILDING CODE

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Section 11.02.020 of the Parker Municipal Code is amended to read as follows:

11.02.020 International Residential Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Residential Code for One- and Two-Family Dwellings, ~~2018~~21 Edition, as published by the International Code Council, ~~Inc.~~, (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.02.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.02.050 Amendments.

The International Residential Code for One- and Two-Family Dwellings, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Residential Code for One- and Two-Family Dwellings):

(1) Delete Appendix Chapters AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AN, AO, AP, AQ, AR, AS, ~~and AT~~, AU, AV, and AW.

(2) Amend Section R101.1, Title, to read:

"R101.1 Title. These provisions shall be known as the Parker Residential Code for One- and Two-Family Dwellings Building Code, and shall be cited as such and will be referred to herein as this 'code.'"

(3) Sections R101.2, Scope, and R101.3, Intent, remain unchanged

(4) The remainder of Chapter 1 of the code, entitled "Scope and Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend Section R202, Definitions, to add two new definitions to read:

"*Building face*. The outer most point of the wall cladding, exclusive of door, window trim or similar exterior trim.

"*Secondary Family Space*. A secondary *Dwelling Unit* located inside a single-family, detached dwelling whose occupants and the occupants of the principal dwelling unit live together as a single-household unit and which is neither rented nor locked off from the principal dwelling unit. This is not an accessory dwelling unit."

(6) Amend Section R202, Fire separation distance, to read:

"*Fire separation distance*. The distance measured from the *building face* to one of the following: . . ."

The remainder of the Section remains unchanged.

(7) Delete Table R301.2(1), Climatic and Geographic Design Criteria, including footnotes, and replace with:

TABLE R301.2

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

<u>GROUND SNOW LOAD^o</u>	<u>WIND DESIGN</u>				<u>SEISMIC DESIGN CATEGORY^f</u>	<u>SUBJECT TO DAMAGE FROM</u>			<u>ICE BARRIER UNDERLAYMENT REQUIRED^b</u>	<u>FLOOD HAZARDS^e</u>	<u>GROUND SNOW LOAD^o</u>	<u>AIR FREEZING INDEXⁱ</u>	<u>MEAN ANNUAL TEMP^j</u>
	<u>Speed^d (mph)</u>	<u>Topogra- phic effects^k</u>	<u>Special wind region^l</u>	<u>Windborne debris zone^m</u>		<u>Weatherin- g^a</u>	<u>Frost line depth^b</u>	<u>Termiteⁿ</u>					
30 psf	115	No	No	No	B	SEVERE	36 "	Slight to Modera- te	NO	Adpoted 9/30/2005 Class 7 IP# 080310	30 psf	867	48.1° F
<u>MANUAL J DESIGN CRITERIA^a</u>													
<u>Elevation</u>	<u>Altitude correction factor^c</u>		<u>Coincident wet bulb</u>	<u>Indoor winter design dry-bulb temperature</u>	<u>Indoor winter design dry-bulb temperature</u>	<u>Outdoor winter design dry-bulb temperature</u>		<u>Elevation</u>	<u>Heating temperature difference</u>				
5900	0.832		59	70° F	70° F	-3° F		5900	73° F				
<u>Latitude</u>	<u>Daily range</u>		<u>Indoor summer design relative humidity</u>	<u>Indoor winter design relative humidity</u>	<u>Indoor summer design dry-bulb temperature</u>	<u>Outdoor summer design dry-bulb temperature</u>		<u>Latitude</u>	<u>Cooling temperature difference</u>				
40	H		30%	50%	75° F	90° F		40	15° F				

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(2). Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and date of the currently effective Flood Insurance Study or other flood hazard study.
- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).

**"Table R301.2(1)
Climatic and Geographic Design Criteria**

~~o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).~~

Ground Snow Load	"WIND DESIGN				Seismic Design Category ^e	SUBJECT TO DAMAGE FROM			Winter Design Temp ⁱ	Ice Barrier Underlayment Required ^j	Flood Hazards ^k	Air Freezing Index ^l	Mean Annual Temp ^m
	Speed ^a (mph)	Topographic Effects ^b	Special wind region ^c	Wind- borne debris zone ^d		Weathering ^f	Frost Line Depth ^g	Termite ^h					
30 lbs.	115	NO	NO	NO	B	SEVERE	36"	Slight to Moderate	-3°F	NO	Adopted 9/30/2005 Class 7-IP# 080310	867	48.1°F

MANUAL J DESIGN CRITERIA							
Elevation	Latitude	Winter heating	Summer cooling	Altitude corrections factor	Indoor design temperature	Design temperature cooling	Heating temperature difference
5900	40	(-3)	90	0.832	70	75	73
Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range	Winter humidity	Summer humidity	-
45	45	7.5	59	H	30%	50%	-

~~"For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.~~

~~"a — The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site specific basis in accordance with Section R301.2.1.4.~~

- ~~"b In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed up effects, the jurisdiction shall fill in this part of the table with 'YES.' Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.~~
- ~~"c In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with 'YES' and identify any specific requirements. Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.~~
- ~~"d In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind borne debris wind zone(s). Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.~~
- ~~"e The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.~~
- ~~"f Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., 'negligible,' 'moderate' or 'severe') for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.~~
- ~~"g The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.~~
- ~~"h The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.~~
- ~~"i The outdoor design dry bulb temperature shall be selected from the columns of 97½% values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.~~
- ~~"j In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with 'YES.' Otherwise, the jurisdiction shall fill in this part of the table with 'NO.'~~
- ~~"k The jurisdiction shall fill in this part of the table with: (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); (b) the date(s) of the Flood Insurance Study; and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.~~
- ~~"l The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table 'Air Freezing Index - USA Method (Base 32°F).'~~
- ~~"m The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table 'Air Freezing Index - USA Method (Base 32°F).'~~
- ~~"n The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.~~

(8) Delete Table R302.1(1), Exterior Walls, and replace with:

"Table R302.1(1) Exterior Walls			
"EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E119, UL 263 or Section 703.3 of the International Building code with exposure from both sides	< 5 feet ¹
	(Not fire-resistance rated)	0 hours	≥ 5 feet ¹
Projections	(Fire-resistance rated)	1 hour on the underside	≥ 2 feet and < 5 feet
	<u>Not Allowed</u>	<u>NA</u>	<u><2 feet</u>

	(Not fire-resistance rated)	0 hours	≥ 5 feet ²
Openings	Not allowed	N/A	< 3 feet
	25% Maximum of Wall Area	0 hours	≥ 3 feet and < 5 feet
	Unlimited	0 hours	≥ 5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	≥ 3 feet
"N/A = Not Applicable.			
"1 Fire separation distance of 3 feet can be used if the exterior wall cladding and trim is of noncombustible material (refer to Section R202 for definition of noncombustible).			
"2 Fire separation distance of 3 feet can be used if the soffit cladding and facia board is of noncombustible material (refer to Section R202 for definition of noncombustible)."			

(9) Amend R302.3 by the addition of a new exception to provide as follows:

"3. *Secondary Family Space* that comply with Section R302.3.2."

(10) Amend R302.3 to add a new Subsection R302.3.2 to provide as follows:

"R302.3.2 Secondary Family Space. The dwelling unit separation specified in Section R302.3 is not required where all of the following apply:

1. No more than one (1) *Secondary Family Space* is allowed within a single-family, detached dwelling.

2. The *Secondary Family Space* cannot be larger than 40% of the main dwelling unit, including the basement.

3. Prior to the issuance of a building permit for a *Secondary Family Space*, the property owner shall provide an original signed and notarized ~~a~~ declaration of restrictions in a form acceptable to the Chief Building Official, in which the property owner(s) shall acknowledge and agree to the building code requirements for maintaining a *Secondary Family Space* within a single-family, detached dwelling, to be recorded by the Chief Building Official with the Douglas County Clerk and Recorder's Office to put prospective purchasers of the real property that is the subject of the building permit on notice of the declaration of restrictions. The declaration of restrictions shall contain the following:

a. The *Secondary Family Space* shall be in effect only so long as either the principle residence, or the *Secondary Family Space*, is occupied by the owner of record as their principal residence.

b. The principle residence and the *Secondary Family Space* shall not be rented.

c. The occupants of the principle residence and the *Secondary Family Space* shall be related by blood or marriage.

d. Access between the principle residence and the *Secondary Family Space* shall remain and doors within the access shall not have a locking devise.

e. Access to inspect the principal residence and/or the *Secondary Family Space* shall be granted to the Chief Building Official if there is a reasonable suspicion that there is a violation of the declaration of restrictions.

f. Any improvements made to the *Secondary Family Space* under the building permit issued by the Town shall be removed if there is a violation of the declaration of restrictions, which remedy is not exclusive under the Code.

g. The declaration of restrictions are binding upon any successor in ownership of the property."

(11) Amend the Exceptions to Section R303.1, Habitable rooms, as follows:

Add Exception #4 to read:

"4. All habitable rooms in basements of R occupancies shall be provided with aggregate glazing area of not less than 4 percent of the floor area of such rooms. Natural ventilation shall be through windows, doors, louvers or other approved openings to the outdoor air. Such openings shall be provided with ready access or shall otherwise be readily controllable by the building occupants. The minimum openable area to the outdoors shall be 2 percent of the floor area being ventilated."

(12) Delete Section R303.3, Bathrooms, and replace with:

"R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with a local exhaust system. The minimum local exhaust rates shall be determined in accordance with Section ~~M1507~~ M1505. Exhaust air from the space shall be exhausted directly to the outdoors."

(13) Amend the first sentence of Section R303.10, Required heating, by removing "68° F (20°C)" and replacing it with "70° F (21°C)."

(14) Delete ~~the~~ Exception ~~#1, to~~ Section R310.1, Emergency escape and rescue required.

The remainder of the Section remains unchanged.

(15) Delete the Exception to Section R310.2.1, Minimum opening area.

(16) Amend Section R310.2.3, Window wells, by adding the following Exception to read:

"Exception: In basements of existing R-3 (one- or two-family dwellings) occupancies, egress window wells may have a minimum horizontal projection of 24 inches (610 mm) and must be the full width of the window. If a ladder is required in the window well, the ladder must be installed such that it does not interfere with or be in front of the operable side of the window."

(17) Amend section R310.52.5 Replacement window emergency escape and rescue opening, by revising the first sentence in condition #1 to read:

"The replacement window is the manufacturer's largest standard size window that will fit within the existing rough opening."

The remainder of the Section remains unchanged.

(18) Delete Section R313, Automatic Fire Sprinkler Systems, in its entirety.

(19) Amend the first sentence of Section R315.3, Location, to read:

"R315.3 Location. Carbon monoxide alarms in dwelling units shall be installed within fifteen feet (15') of the entrance to each bedroom.

(20) Amend the second and third sentences of Section R408.21.2 Ventilation, by inserting "(min. 10 mill in thickness or a cross-laminated 3.5 mills in thickness)" after "Class 1 vapor retarder."

(21) Amend the first sentence of Section R408.3, Unvented crawl space, by inserting "(min. 10 mill in thickness or a cross-laminated 3.5 mills in thickness)" after "Class 1 vapor retarder."

(22) R507.3.2 Delete all exceptions. **Add the following sentences:**

~~"All freestanding deck footings shall be a minimum 12 inches below undisturbed ground surface as noted in section R403.1.1. Freestanding decks shall not be attached to any other structure."~~

(23) R806.2 Minimum vent area. Amend exception charging statement as follows:

"The minimum net free ventilation area shall be 1/300 of the vented space; provided one or more of the following are met: . . ."

The reminder is unchanged.

(24) Delete the third sentence of Section R905.2.8.5, Drip edge, and replace with:

"Drip edges shall extend to cover gap between the roof sheathing and fascia and extend onto sheathing a minimum of 2 inches, also extending onto the fascia face a minimum of:

"Rakes: One inch

"Eves: Into gutter."

The remainder of the Section remains unchanged.

(25) Delete Subparagraph 3 of Section R908.3.1.1, Recovering versus replacement, and replace with:

"3. Where the existing roof has one or more applications of any type of roof covering."

(26) Amend Section M1503.3.1, General, by deleting the Exception. Add the following sentence to read:

"All cooking exhaust shall be vented to the exterior and in accordance with Section M1505.4.4."

(27) Amend Section M1503.6, Makeup air required, by deleting the exception, revising the first sentence, and adding a sentence to the end of the Section to read:

a. First sentence to read:

"Where one or more . . . exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.19m³/s) or more. . ."

The remainder of the sentence remains unchanged.

b. Add a sentence at the end of the Section to read:

"Makeup air systems shall be capable of maintaining a minimum makeup air temperature of 50° F (10°C) during the heating season."

(28) Amend Table M1505.4.3(1) by adding a footnote to read:

"¹ An equation can be used as an alternative to Table R1505.4.3(1)

$$Q_{fan} = 0.01A_{floor} + 7.5(N_{br} + 1)$$

Where:

Qfan = fan flow rate in cubic feet per minute (cfm).

Afloor = floor area in square feet (ft²).

Nbr = number of bedrooms; not to be less than 1."

(29) Amend Section M1601.1.1, Above-ground duct systems, by deleting requirements 7, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 and ~~replacing-replace~~ with:

"7. Stud wall cavities and the spaces between solid floor joists shall not be used as supply air or return air plenums."

(30) Amend Section G2417.4.1 (406.4.1), Test pressure, to read:

"G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 20 psig (138 kPa gauge)."

The remainder of the Section remains unchanged.

(31) Amend Section G2417.4.2 (406.4.2), Test duration, to read:

"G2417.4.2 (406.4.2) Test duration. Pipe conveying gas at low pressure (under 14 inch water column) shall be tested at a pressure of 20 psi for not less than 30 minutes. Pipe conveying gas at or exceeding a 14 inch (356mm) water column shall be tested at a pressure of 60 psi for not less than 1 hour.

~~The test duration shall be not less than one hour at 60 psi or 24 hours at 20 psi.~~

(32) Amend Section G2425.8 (501.8), Appliances not required to be vented, by deleting #7.

(33) Delete all Subsections of Section G2445 (621), Unvented room heaters, in their entirety and replace with:

"G2445.1 General. Unvented room heaters are prohibited from installation."

~~(34) Amend the first sentence of Section P2503.5.1, Rough plumbing, to read:~~

~~**"P2503.5.1 Rough plumbing.** DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage."~~

~~The remainder of the Section remains unchanged.~~

(34) Delete Chapters 34 through 43 and replace with:

"E3401 General. Electrical installations shall comply with the Parker Electrical Code."

Section 3. Section 11.02.060 of the Parker Municipal Code is amended to read as follows:

11.02.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Residential Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.02.080 of the Parker Municipal Code is amended to read as follows:

11.02.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.92.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.03.020, 11.03.050, 11.03.060 AND 11.03.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER BUILDING CODE

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

Section 1. Section 11.03.020 of the Parker Municipal Code is amended to read as follows:

11.03.020 International Building Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Building Code, 2018~~21~~ Edition, as published by the International Code Council, Inc., (ICC), 4051 W. Flossmoor Road, Country Club Hills, IL 60478 ~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~ is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.03.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.03.050 Amendments.

The International Building Code, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Building Code):

(1) Delete all Appendix Chapters.

(2) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Building Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2, 101.2.1 and 101.3 remain unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Scope and Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code)

(5) Amend Section 1608.2, Ground snow loads, to read:

"1608.2 Ground snow loads. The ground snow load within the Town of Parker shall be a minimum of 30 pounds per square foot for calculating roof

drifting. Snow load for roofs shall be 30 pounds per square foot minimum, plus drifting."

(6) Amend Section 1609.3, Basic wind speed, by the addition of the following:

Figure 1609.3(1) equals 110 miles per hour

Figure 1609.3(2) equals 115 miles per hour

Figure 1609.3(3) equals 120 miles per hour

Figure 1609.3(4) equals 105 miles per hour

(7) Amend Subsection 1609.4.3, Exposure categories, Exposure C, to read:

"Exposure C shall be used for the design of all structures in the Town of Parker."

(8) Amend Chapter 31 to add a new Section 311~~64~~, Manufactured housing, to read:

"311~~64~~ Manufactured housing. Manufactured housing constructed in accordance with standards other than those set forth in this ordinance may be erected in approved locations. The site constructed foundation, porches, decks, utilities and other functions must meet the standards set forth in this and other related ordinances. Permits may be issued for these elements of the building; however, a certificate of occupancy will not be issued, as the conformance with the Town's standards of the manufactured home is not known to the department. No additions shall be made to a manufactured home, unless said addition meets the standards set forth in this ordinance."

(9) Amend Chapter 35, ASME standards, as follows:

ASME A 18.1: Replace the 20~~2014~~ Safety Standard for Platform Lifts and Stairway Chair Lifts with the 201~~71~~ Safety Standard for Platform Lifts and Stairway Chair Lifts.

The remaining ASME standards remain unchanged.

Section 3. Section 11.03.060 of the Parker Municipal Code is amended to read as follows:

11.03.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Building Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.03.080 of the Parker Municipal Code is amended to read as follows:

11.03.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2021.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.93.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.04.020, 11.04.050, 11.04.060 AND 11.04.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER FIRE PROTECTION CODE

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

Section 1. Section 11.04.020 of the Parker Municipal Code is amended to read as follows:

11.04.020 International Fire Code adopted.

Pursuant to Section 7.7 of the Parker Home Rule Charter, the International Fire Code, 2018~~21~~ Edition, as published by the International Code Council, ~~Inc.~~ (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~ is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.04.040 of the Parker Municipal Code is amended to read as follows:

11.04.040 Definitions.

Fire Code Official, wherever used in the International Fire Code, shall mean the Chief Building Official of Parker, Colorado, except as otherwise provided herein. In the event there is a conflict in the information or application of the Fire Code, the Chief Building Official will resolve such conflicts.

Jurisdiction, wherever used in the International Fire Code, shall mean that area within the corporate limits of the Town or any area hereafter annexed to the Town.

Section 3. Section 11.04.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.04.050 Amendments.

The International Fire Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the International Fire Code):

- (1) Delete Appendix Chapters A, E, F, G, H, I, J, K, L and M.
- (2) Amend Section 101.1, Title, to read:

"**101.1 Title.** These regulations shall be known as the Parker Fire Protection Code, hereinafter referred to as the 'code.'"

(3) Amend Section 105.~~56.386~~, Outdoor assembly event, to read as follows:

"105.~~56.386~~, Outdoor assembly event. An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 500 persons."

(4) Amend Section **109.1**, Board of appeals established, to read:

"**109.1 Board of appeals established.** In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be a board of appeals. The board of appeals shall be the Regional Fire Code Board of Appeals and shall hold office at its pleasure."

(5) Amend Section 11~~20~~.4, Violation penalties, to read:

"**11~~20~~.4 Violation penalties.** Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than four hundred ninety-nine dollars (\$499). Each day that a violation continues after due notice has been served shall be deemed a separate offense."

(6) Amend Section 11~~32~~.4, Failure to comply, to read:

"**11~~32~~.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than four hundred ninety-nine dollars (\$499)."

(7) Amend Section 202, General Definitions, by the addition of a new definition, *approved side of the building*, and by amending the definition of *Fire Code Official* to read:

"*Approved side of the building* shall account for at least twenty-five percent (25%) of the building perimeter and will be determined by the fire code official.

"*Fire Code Official* shall mean the Chief Building Official of Parker, Colorado."

(8) Add a new Section 401.1.1, Fire Code Official, to read:

"401.1.1 Fire Code Official. Wherever *Fire Code official* is referred to in this Chapter, it shall mean the Chief of the South Metro Fire Rescue Authority."

(9) Delete the exceptions to Section 503.1.1. Buildings and facilities, and replace with:

"Exception: The dimension of 150 feet (45,720 mm) shall be increased as follows:

"1.1. Where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 (NFPA 13), the dimension shall be unlimited; provided access roads are extended to within 150 feet (45,720 mm) of at least one (1) approved side of the building. Fire hydrant requirements of Section **507.5.1** may necessitate additional roads to serve hydrants near large buildings.

"1.2. Where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.2 (NFPA 13R) or 903.3.1.3 (NFPA 13D), the dimension shall be increased to 200 feet (60,960 mm).

"1.3. Where there are not more than two Group R-3 or Group U occupancies, the dimension shall be unlimited; provided access roads are extended to within 150 feet (45,720 mm) of at least one (1) approved side of the building. Fire hydrant requirements of Section **507.5.1** may necessitate additional roads to serve hydrants near large buildings."

(10) Amend Section 503.1.2, by adding the following sentence to read:

Reference Appendix D for additional requirements

(11) Amend Section 503.2, Specifications, to read:

"503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D.

"Exception: South Metro Fire Rescue Authority shall default to the current edition of the Roadway Design and Construction Criteria Manual adopted by the Town of Parker."

(12) Amend Section 503.2.3, Surface, to read:

"503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing up to 80,000 pounds and shall be surfaced so as to provide all-weather driving capabilities and in accordance with Section D102.

(13) Amend Section 503.4.1, Traffic calming devices, to read:

"503.4.1 Traffic calming devices. Traffic calming devices on public streets shall be prohibited, unless approved by the Public Works Director. For all other fire apparatus access roads, traffic calming devices shall be permitted, subject to the approval of the fire code official and the Public Works Director."

(14) Amend Section 503.4, Obstruction of fire apparatus access roads, by adding the following to the end of the sentence:

“. . . in Sections 503.2.1, 503.2.2, and Appendix D, shall be maintained at all times.”

(15) Amend Section 503.6, Security gates, to read:

"Section 503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Code Official and shall be in accordance with Section D103.5."

The remainder of the paragraph is unchanged.

(16) Amend Section 507.3, Fire flow, to read:

"507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B, as amended, or by an approved method."

(17) Amend Section 507.5, Fire hydrant systems, to read:

"507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C."

(18) Amend Chapter 9 to add a new Section 903.3.1.2.4, Location of sprinklers, to read:

"903.3.1.2.4 Location of sprinklers. Sprinklers shall be installed in any closet used for heating or air-conditioning equipment, washers, dryers or water heaters."

(19) Amend Chapter 9 to add a new Section 903.3.1.2.5, Stock of spare sprinklers, to read:

"903.3.1.2.5 Stock of spare sprinklers. On a single property with multiple buildings under the same ownership, it shall be required that each individual riser room be provided with the required sprinkler box, spare sprinkler heads and wrench."

(20) Amend Chapter 9 to add a new Section 903.3.2.1, Sprinkler Head Temperature Rating, to read:

903.3.2.1 Sprinkler Head Temperature Rating. All sprinkler heads shall have a temperature head rating of “ordinary,” unless the area or use requires a higher temperature rated sprinkler head.

(~~21~~9) Amend Section 905.4 (1), Location of Class I standpipe hose connections, by deleting the exception in its entirety.

(~~22~~4) Amend Section 1103.7.6(3), Group R-2, to read:

“Section 1103.7.6(3). A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units; provided that dwelling units either have a means of egress door opening directly to an exterior exit access that leads directly to the exits or are served by open-ended corridors designed in accordance with Section 1027.6, exceptions 3.2 to 3.5.”

(~~23~~2) Amend Exception #4 of Section 5601.1.3, Fireworks, to read:

"5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

"Exceptions:

"1. Unchanged.

"2. Deleted.

"3. The use of fireworks for fireworks displays as allowed in Section 5608.

"4. The possession, storage, sales, handling, and use of permissible fireworks, as defined by Section 12-28-101, C.R.S., as amended, as follows:

"Permissible fireworks as defined by Section 12-28-101, C.R.S. as amended, are permitted in the Town, except as provided by Chapter 6.04 of the Parker Municipal Code, as amended. Permissible fireworks include the following:

"a. Cylindrical fountains, total pyrotechnic composition not to exceed seventy-five grams each for a single tube or, when more than one tube is mounted on a common base, a total pyrotechnic composition of no more than two hundred grams;

"b. Cone fountains, total pyrotechnic composition not to exceed fifty grams each for a single cone or, when more than one cone is

mounted on a common base, a total pyrotechnic composition of no more than two hundred grams;

"c. Wheels, total pyrotechnic composition not to exceed sixty grams for each driver unit or two hundred grams for each complete wheel;

"d. Ground spinner, a small device containing not more than twenty grams of pyrotechnic composition venting out of an orifice usually in the side of the tube, similar in operation to a wheel, but intended to be placed flat on the ground;

"e. Illuminating torches and colored fire in any form, total pyrotechnic composition not to exceed two hundred grams each;

"f. Dipped sticks and sparklers, the total pyrotechnic composition of which does not exceed one hundred grams, of which the composition of any chlorate or perchlorate shall not exceed five grams;

"g. Any of the following that do not contain more than fifty milligrams of explosive composition:

- "1. Explosive auto alarms;
- "2. Toy propellant devices;
- "3. Cigarette loads;
- "4. Strike-on-box matches; or
- "5. Other trick noise makers;

"h. Snake or glow worm pressed pellets of not more than two grams of pyrotechnic composition and packaged in retail packages of not more than twenty-five units;

"i. Multiple tube devices with:

- "1. Each tube individually attached to a wood or plastic base;
- "2. The tubes separated from each other on the base by a distance of at least one-half of one inch;
- "3. The effect limited to a shower of sparks to a height of no more than fifteen feet above the ground;
- "4. Only one external fuse that causes all of the tubes to function in sequence; and

"5. A total pyrotechnic composition of no more than five hundred grams.

"j. 'Permissible fireworks' do not include aerial devices or audible ground devices, including, but not limited to, firecrackers. "

(243) Amend Section 5704.2.9.6, Above-ground tanks outside of buildings, (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited), by the addition of the following:

"The storage of Class I and Class II liquids in above-ground tanks outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

(254) Amend Section 5706.2.4.4, Locations where above-ground tanks are prohibited (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited), by the addition of the following:

"The storage of Class I and Class II liquids in above-ground tanks outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

(265) Amend Section 5708.2, Locations where above-ground tanks are prohibited (geographic limits in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited), by the addition of the following:

"The storage of flammable cryogenic fluids in stationary containers outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

(276) Amend to Section 6104.2, Maximum capacity within established limits (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas), by the addition of the following:

"Restricted use. Bulk storage of liquefied petroleum gas within all business and commercial zones is restricted for the protection of heavily populated or congested commercial areas. The aggregate capacity of any one installation shall not exceed two thousand (2,000) gallons water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Code Official after consideration of any special features, such as topographical conditions, nature of occupancy and proximity of buildings, capacity of proposed tanks, degree of private fire protection to be provided and the facilities of the South Metro Fire Rescue Authority. Storage and use of propane in cylinders that are designed to hold more than forty (40) pounds is prohibited on any residential lot in the Town. Storage and use of propane in

cylinders with an aggregate capacity of more than one hundred fifty (150) pounds is prohibited on any residential lot in the Town."

(28) Amend Section B105.1, One- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses to read:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings having a fire flow calculation area that does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785 L/min) for 1 hour. Fire-flow and flow duration for one- and two-family dwellings, Group R-3 and R-4 buildings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m²) shall not be less than that specified in Table B105.1.

Exception: A reduction in required fire-flow of 25 percent, as approved, is allowed when the building is equipped with an approved automatic fire sprinkler system.

(29) Amend Section B105.2, Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses to read:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwelling, Group R-3 and R-4 buildings shall be as specified in Table B105.1.

Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.1. A reduction in required fire-flow of 25 percent, as approved, is allowed when the building is equipped with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration in Table B105.1.

(30) Section B105.3 of the International Fire Code is deleted in its entirety.

(31) Table B105.1(1) of the International Fire Code is deleted in its entirety.

(32) Table B105.2 of the International Fire Code is deleted in its entirety.

(33) Table B105.1(2) title only of the International Fire Code is amended to read:

"Table B105.1: MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS".

(~~3427~~) Amend Section D102.1, Access and loading to read:

“D102.1, Access and loading. Facilities, building or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 80,000 pounds. “

(~~3528~~) Amend Section D103.1, Access road width with a hydrant, by deleting it in its entirety.

(~~3629~~) Amend Section D103.2, Grade, by deleting and replace with the following:

“D103.2, Grade. The grade of the fire apparatus access road shall be a maximum of 6% or as otherwise determined by the Fire Code Official based on fire district apparatus specifications.”

(~~370~~) Amend Section D103.4, Dead ends, to read:

“D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720mm) shall be provided with width and turnaround provisions in accordance with Table D103.4 and the Town of Parker roadway design standards.”

(38) Amend Section D103.6.1, Roads 20 to 26 feet in width, is amended to read:

D103.6.1 Roads 20 to 28 feet in width. Fire apparatus access roads 20- to 28--feet wide shall be posted on both sides as NO PARKING – FIRE LANE.

(39) Amend Section D103.6.2, Roads more than 26 feet in width is amended to read:

D103.6.2 Roads more than 28 feet in width. Fire apparatus access roads more than 28--feet wide, but less than 36--feet wide, shall be posted on one side as NO PARKING – FIRE LANE. (Ord. 45, Series of 2018)

(40) Amend Section D104.1, Buildings exceeding three stories or 30 feet in height, is amended to read:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure. For purposes of this sSection, the highest roof surface shall be determined by measurement

to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

(~~4134~~) Amend Section D106.1, Projects having more than 100 dwelling units, by deleting the exception in its entirety.

Section 4. Section 11.04.060 of the Parker Municipal Code is amended to read as follows:

11.04.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Fire Protection Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 5. Section 11.04.080 of the Parker Municipal Code is amended to read as follows:

11.04.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~22~~¹⁹.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.94.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.06.020, 11.06.050, 11.06.060 AND 11.06.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER MECHANICAL CODE

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

Section 1. Section 11.06.020 of the Parker Municipal Code is amended to read as follows:

11.06.020 International Mechanical Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Mechanical Code, 2018~~21~~ Edition, as published by the International Code Council, ~~Inc.~~ (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.06.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.06.050 Amendments.

The International Mechanical Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Mechanical Code):

(1) Delete Appendix Chapters A, B and C. ~~and B.~~

(2) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Mechanical Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2, 101.2.1 and 101.3 remain unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend Section 202, General definitions, to add new definitions to read:

"Certified Solid Fuel Burning Device shall mean a solid fuel burning device which is certified by the Air Pollution Control Division of the Colorado

Department of Public Health and Environment to meet the Emissions Standards set forth in Section IV of Regulation No. 4 of Volume I of the Colorado Air Quality Control Commission, hereinafter referred to as 'State Regulations.'

"*Solid Fuel Burning Device* shall mean any fireplace, stove, firebox or device intended and/or used for the purpose of burning wood, coal, pulp, paper or other nonliquid or nongaseous fuel.

"*Wood Burning Fireplace* shall mean an open hearth or fire chamber or similar prepared place in which a fire may be made and which is built in conjunction with a chimney."

(6) Amend Section 505.2, Makeup air required, to read:

"505.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 600 cfm (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the exhaust air rate. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

"Makeup air systems shall be capable of maintaining a minimum makeup air temperature of 50° F (10° C) during the heating season."

(7) Delete Section 602.3, Stud cavity and joist space plenums, and replace with:

"602.3 Stud cavity and joist space plenums. Stud wall cavities and the spaces between floor joists shall not be utilized as air plenums."

(8) Amend Section 905.1, General, to add a new second paragraph to read:

"Installation of a certified solid fuel burning device will be permitted within the Town of Parker when such device meets the EPA Phase II or Colorado Phase III emissions testing as defined in the State Regulations."

Section 3. Section 11.06.060 of the Parker Municipal Code is amended to read as follows:

11.06.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Mechanical Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.06.080 of the Parker Municipal Code is amended to read as follows:

11.06.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~19~~22.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.95.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.07.020, 11.07.050, 11.07.060 AND 11.07.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER PLUMBING CODE

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

Section 1. Section 11.07.020 of the Parker Municipal Code is amended to read as follows:

11.07.020 International Plumbing Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Plumbing Code, ~~2018-2021~~ Edition, as published by the International Code Council, ~~Inc.~~ (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ ~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.07.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.07.050 Amendments.

The International Plumbing Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Plumbing Code):

(1) Delete Appendix Chapters A, C, D, ~~E and F.~~ ~~-and E.~~

(2) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Plumbing Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2 and 101.3 remain unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Scope and Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend Section ~~903.1.1~~ to read:

903.1.1 Roof Extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.

~~916.3, Vent installation below the fixture flood level rim, by adding a new Exception to read:~~

~~"Exception: A vent is not required if the island drain is the uppermost fixture on a 3" branch drain."~~

Section 3. Section 11.07.060 of the Parker Municipal Code is amended to read as follows:

11.07.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Plumbing Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.07.080 of the Parker Municipal Code is amended to read as follows:

11.07.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.96.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.14.020, 11.14.050, 11.14.060 AND 11.14.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ENERGY CODE

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

Section 1. Section 11.14.020 of the Parker Municipal Code is amended to read as follows:

11.14.020 International Energy Conservation Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Energy Conservation Code, 2018~~21~~ Edition, as published by the International Code Council, Inc., (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.14.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.14.050 Amendments.

The International Energy Conservation Code, as adopted by this Chapter, is hereby amended as follows:

(1) Delete Section 101.1, Title, and replace with:

"101.1 Title. This code shall be known as the Parker Energy Code and shall be cited as such. It is referred to herein as the 'code.'"

(2) Delete all sections after Part 2 – Administration and Enforcement (refer to Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(3) Amend Section C302.1, Interior design conditions, by replacing "72°F (22°C)" with "70°F (21°C)."

(4) Add a new Section C402.5.1.1.2, Air permeable insulation, to read:

"C402.5.1.1.2, Air permeable insulation. A rigid, air-impermeable barrier shall be installed in a continuous and contiguous manner on all six

sides of all air-permeable insulation that is part of the building's thermal envelope.

"Exception: Air-permeable insulation used in the horizontal assembly of a ventilated attic and the insulation has a minimum depth of 14 inches."

Section 3. Section 11.14.060 of the Parker Municipal Code is amended to read as follows:

11.14.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Energy Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.14.080 of the Parker Municipal Code is amended to read as follows:

11.14.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.97.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.15.020, 11.15.050, 11.15.060 AND 11.15.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER FUEL GAS CODE

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

Section 1. Section 11.15.020 of the Parker Municipal Code is amended to read as follows:

11.15.020 International Fuel Gas Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Fuel Gas Code, 20~~18~~²¹ Edition, as published by the International Code Council, Inc. (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is hereby adopted by reference as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.15.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.15.050 Amendments.

The International Fuel Gas Code, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Fuel Gas Code):

(1) Delete Appendix Chapters A, B, C, D and E. ~~and D.~~

(2) Delete Section 101.1, Title, and replace with:

"101.1 Title. These regulations shall be known as the Parker Fuel Gas Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2 through 101.2.5 are unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Delete Sections 406.4.1, Test pressure, and 406.4.2, Test duration, and replace with:

"406.4.1 Test pressure and duration. Pipe conveying gas at low pressure (under 14 inch water column) shall be tested at a Test pressure shall be 20 of 20 psig for not less than 30 minutes. for 24 hours or 60 psig for 1 hour."Pipe conveying gas at or exceeding a 14 inch (356mm) water column shall be tested at a pressure of 60 psi for not less than 1 hour.

(6) Amend Section 621 (IFGC), Unvented room heaters, to read:

"621.1 General. Unvented room heaters are prohibited from installation."

The remainder of the Section is deleted in its entirety

Section 3. Section 11.15.060 of the Parker Municipal Code is amended to read as follows:

11.15.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Fuel Gas Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.15.080 of the Parker Municipal Code is amended to read as follows:

11.15.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 2022~~19~~.

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 _____,
2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.101.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.16.020, 11.16.050, 11.16.060 AND 11.16.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER PROPERTY MAINTENANCE CODE

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

Section 1. Section 11.16.020 of the Parker Municipal Code is amended to read as follows:

11.16.020 International Property Maintenance Code.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Property Maintenance Code, 20~~18~~²¹ Edition, as published by the International Code Council, Inc. (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.16.050 of the Parker Municipal Code is amended to read as follows:

11.16.050 Amendments.

The International Property Maintenance Code is amended as follows (section numbers correspond with those in the International Property Maintenance Code).

(1) Delete Chapters 1, 4, 5, 6, 7 and Appendix A and B.

(2) Amend Section 301.2, Responsibility, to read:

"301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code."

(3) Amend Section 302.4, Weeds, to read:

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of twelve (12) inches in height .

..

The remainder of the Section remains unchanged.

(4) Amend Section 302.9, Defacement of property, to read:

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti ("Defacement"). Whenever any defacement of property shall be found, the Chief of Police or his or her designee shall order the occupant or owner of the property upon which the defacement exists to remove or correct the same within twenty-four (24) hours or such period in excess of twenty-four (24) hours as designated in writing by the Chief of Police or his or her designee at the expense of the owner of the property or occupant. If the occupant or owner does not comply with the order of the Chief of Police or his or her designee, the Chief of Police or his or her designee may cause the defacement to be removed or corrected and all expense incurred thereby shall be paid by the occupant or owner and may be recovered by the Town in an action against the occupant and/or owner as provided in this Code.

(5) Delete Sections 303, 305, 307, 308 and 309 in their entirety

Section 3. Section 11.16.060 of the Parker Municipal Code is amended to read as follows:

11.16.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Property Maintenance Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.16.080 of the Parker Municipal Code is amended to read as follows:

11.16.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~19~~22.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.105.3, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.08.020, 11.08.050, 11.08.060 AND 11.08.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER EXISTING BUILDING CODE

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

Section 1. Section 11.08.020 of the Parker Municipal Code is amended to read as follows:

11.08.020 International Existing Building Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Existing Building Code, 2018~~21~~ Edition, as published by the International Code Council, Inc. (ICC), 4051 W. Flossmoor Road, Country Club Hills, IL 60478 ~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.08.050 of the Parker Municipal Code is amended to read as follows:

11.08.050 Amendments.

The International Existing Building Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Existing Building Code):

(1) Delete Section 101.6, Appendices A, B, C, and D, and all the Appendix Chapters A1-5 and C1-3.

(2) Amend 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Existing Building Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2, 101.3, 101.4, 101.5, and 101.7 remain unchanged.

(4) The remainder of Chapter 1 of the code is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend section 505.3, Replacement window emergency escape and rescue opening, by revising the first sentence in condition #1 to read:

“The replacement window is the manufacturer’s largest standard size window that will fit within the existing rough opening.”

The remainder of the Section remains unchanged.

Section 3. Section 11.08.060 of the Parker Municipal Code is amended to read as follows:

11.08.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Existing Building Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.08.060 of the Parker Municipal Code is amended to read as follows:

11.08.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 2019~~22~~.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.106.3, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.09.020, 11.09.050, 11.09.060 AND 11.09.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER SWIMMING POOL AND SPA CODE

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

Section 1. Section 11.09.020 of the Parker Municipal Code is amended to read as follows:

11.09.020 International Swimming Pool and Spa Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Swimming Pool and Spa Code, 20~~18~~²¹ Edition, as published by the International Code Council, Inc. (ICC), 4051 W. Flossmoor Road, Country Club Hills, IL 60478~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.09.050 of the Parker Municipal Code is amended to read as follows:

11.09.050 Amendments.

The International Swimming Pool and Spa Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Swimming Pool and Spa Code):

(1) Delete Appendix Chapter A.

(24) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Swimming Pool and Spa Code, hereinafter referred to as the 'code.'"

(32) Sections 101.2, 101.3 and 101.4 remain unchanged.

(43) The remainder of Chapter 1 of the code is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

Section 3. Section 11.09.060 of the Parker Municipal Code is amended to read as follows:

11.09.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Swimming Pool and Spa Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.09.080 of the Parker Municipal Code is amended to read as follows:

11.09.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 15, 2021

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.552 - Second Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2022 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, 2021 in order to collect property taxes for the 2022 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 (2021) and next year (2022). The amounts for 2022 are preliminary at this time.

2021 Budget Year

Assessed Valuation	\$936,222,119
Mill Levy	2.602
Property Tax Revenue	\$2,436,050

2022 Budget Year

Assessed Valuation	\$1,037,417,311
Mill Levy	2.602
Property Tax Revenue	\$2,699,360

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. The Town cannot increase the mill levy without a vote of the citizens; therefore, the mill levy will continue to remain 2.602 mills.

The owner of a home valued at \$300,000 would pay \$56 per year in property taxes to the Town of Parker:

Market Value	\$300,000
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x Assessment Ratio	7.15%
Assessment Value	\$21,450
x Mill Levy	2.602
Divided by 1,000	/1,000
Property Tax	\$56

FINANCIAL IMPACT

The General Fund includes the impact of property tax revenue.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.552

RECOMMENDED MOTION

I move to approve Ordinance No. 1.552 on second reading.

ORDINANCE NO. 1.552, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2021 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2022 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 November 15, 2021;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,699,360;

WHEREAS, the 2021 valuation for assessment for the Town of Parker, as estimated by the County Assessor, is \$1,037,417,311;

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 2021 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 2021, 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 2021 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 2021.

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 2021. 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 15, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.554 - Second Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the North Sidewalk on East Mainstreet, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire a needed permanent fee (right-of-way) area and a temporary construction easement area on the north side of Mainstreet for sidewalk improvements between the Victorian Drive (east) intersection and the PACE Center Drive intersection.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is anticipating commencing construction of proposed sidewalk improvements on the north side of Mainstreet between the Victorian Drive (east) intersection and the PACE Center Drive intersection (Discovery Park area) in 2022/2023. Due to past capital improvement projects in the downtown area, an improved/widened sidewalk exists on the north side of Mainstreet to the west of the Victorian Drive (east) intersection and to the east adjacent to the Town-owned property at/near the PACE Center Drive intersection (Discovery Park). In 2020, PAR/P3 funded proposed improvements to widen the sidewalk, add pedestrian lighting and trees to the section of sidewalk on the north side of Mainstreet between the Victorian Drive (east) intersection and the PACE Center Drive intersection (Discovery Park area). The intent of this proposed capital improvement project is to eliminate this "gap" of narrow sidewalk that currently exists and match the existing wider sidewalk improvements in the general area. While the existing sidewalk is 4.5-foot wide, the Town is proposing a 12-foot wide sidewalk improvement area that is made up of a 4-foot street tree (tree grate) area with

pedestrian lighting and an 8-foot wide colored concrete sidewalk.

The design consultant has advanced the project design and has identified a permanent acquisition area (fee conveyance or also known as right-of-way) and a temporary construction easement (TCE) for the proposed sidewalk improvements on the north side of Mainstreet adjacent to the Town and Country Village Townhomes site. The property in question is owned by the Town and Country Village Homeowners Association and is a common area in the development. To support the proposed sidewalk improvements, a permanent fee (right-of-way) acquisition of 5,051 square feet (0.116 acres) and a temporary construction easement acquisition of 8,632 square feet (0.198 acres) is needed. A vicinity map showing the areas is attached to this Town Council item.

Town staff and our consultant(s) will utilize good faith negotiations with the affected property owner and has been contacted about the proposed project improvements. As with all Town acquisitions, the Town's staff are optimistic that the affected property owner will come to an agreement with the Town on conveyance of these needed areas. This ordinance authorizes Town staff and/or consultant(s) to initiate the acquisition of the needed fee (right-of-way) acquisition area and temporary construction easement area.

FINANCIAL IMPACT

Funding for the acquisition areas is part of the approved funding for the Mainstreet North Sidewalk improvements line item of the Urban Renewal Projects accounts (301-4652).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Mainstreet North Sidewalk Parcels and Easements Vicinity Map
2. Ordinance No. 1.554

RECOMMENDED MOTION

I move to approve Ordinance No. 1.554 on second reading.

Proposed Mainstreet North Sidewalk Permanent Acquisition and Temporary Construction Easement Vicinity Map

Town & Country
Townhomes

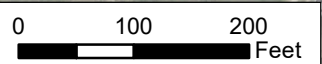
Town
Owned
Property

PAR
Owned
Property

Proposed Permanent
Acquisition by Town

Temporary Construction
Easement

PACE
Center



ORDINANCE NO. 1.554, Series of 2021

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING THE NORTH SIDEWALK ON EAST MAINSTREET, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, ET SEQ., RELATING TO GOOD FAITH NEGOTIATIONS

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire certain property interests including a fee acquisition as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and certain temporary construction easements as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, for the purpose of constructing and improving the North sidewalk on East Mainstreet, a Town roadway, as generally depicted on **Exhibit C**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, but not limited to, the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado intends to acquire the property interests in fee simple as more particularly described in **Exhibit A**, and certain temporary construction easements as more particularly described in **Exhibit B** (collectively, the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets, roadways, and associated sidewalks for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed

to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 (2) public places two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION – PERMANENT ACQUISITION

A PARCEL OF LAND BEING A PORTION OF TRACT A, BLOCK 1, TOWN & COUNTRY VILLAGE SUBDIVISION FILING NO. 4 RECORDED AT RECEPTION NO. 309643 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT A, NORTH $10^{\circ}11'20''$ EAST, A DISTANCE OF 9.78 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH $79^{\circ}47'25''$ EAST, A DISTANCE OF 68.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 516.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}08'32''$, AN ARC LENGTH OF 118.36 FEET;

THENCE NORTH $87^{\circ}04'03''$ EAST, A DISTANCE OF 266.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 986.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}25'37''$, AN ARC LENGTH OF 24.56 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,977.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}13'10''$, AN ARC LENGTH OF 42.08 FEET;

THENCE NORTH $75^{\circ}26'05''$ EAST, A DISTANCE OF 48.80 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT A;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH $00^{\circ}24'58''$ EAST, A DISTANCE OF 19.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:

1. SOUTH $87^{\circ}05'33''$ WEST, A DISTANCE OF 450.50 FEET;

2. NORTH 79°48'30" WEST, A DISTANCE OF 119.27 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 0.116 ACRES, (5,051 SQUARE FEET), MORE OR LESS.

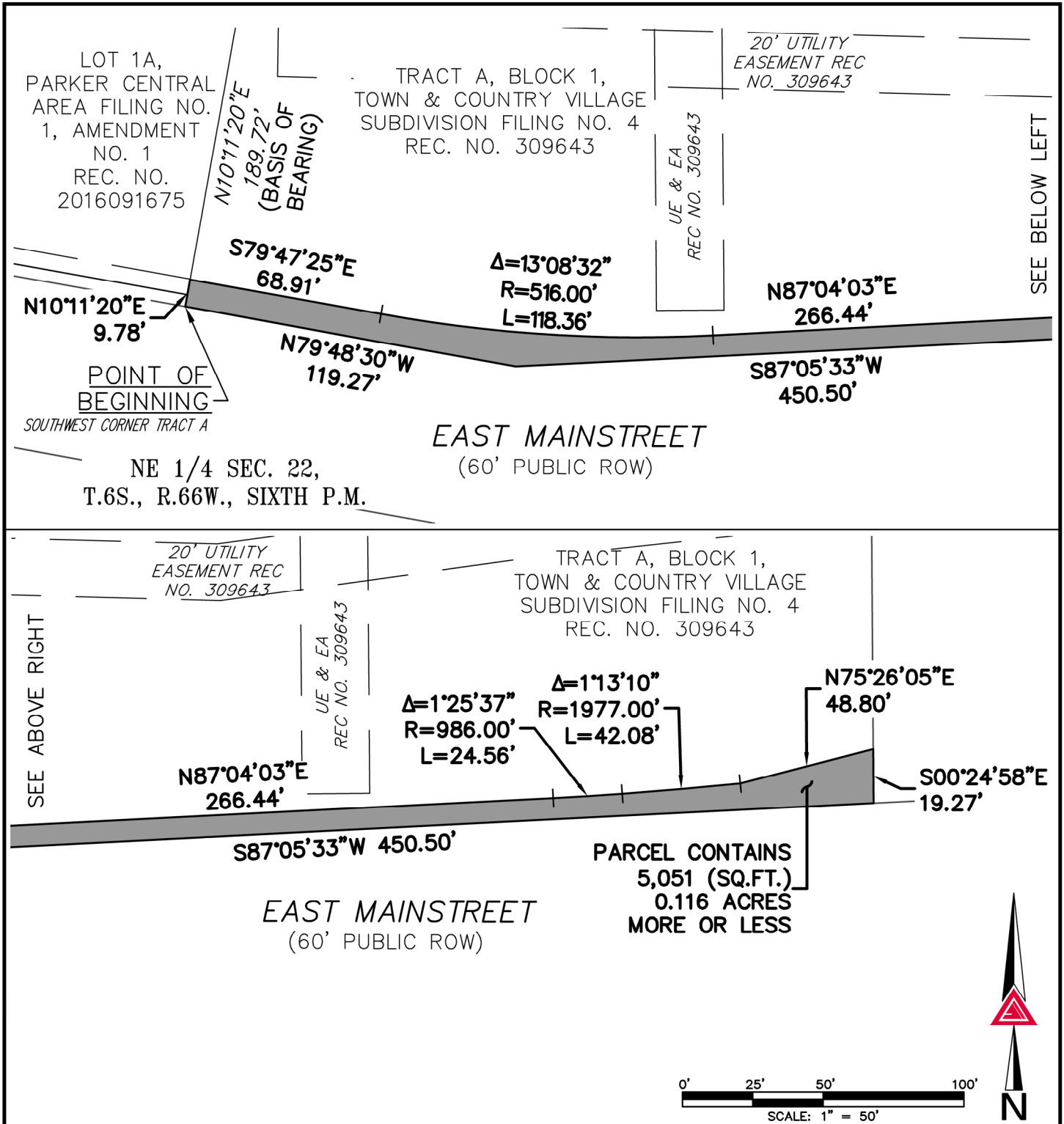
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1,
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

PATH: Q: 24921-05\DWG\EXHIBITS
 DWG NAME: PERM EASEMENT.DWG
 DWG: KDS CHK: JRW
 DATE: 10/05/2021
 SCALE: 1" = 50'



AZTEC
 CONSULTANTS, INC.

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

PERMANENT ACQUISITION
NE 1/4 OF THE SEC. 22,
T6S, R66W OF THE 6TH P.M.

JOB NUMBER 24921-05

3 OF 3 SHEETS

EXHIBIT B

LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT A, BLOCK 1, TOWN & COUNTRY VILLAGE SUBDIVISION FILING NO. 4 RECORDED AT RECEPTION NO. 309643 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT A, NORTH 10°11'20" EAST, A DISTANCE OF 9.78 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, NORTH 10°11'20" EAST, A DISTANCE OF 18.19 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 79°48'40" EAST, A DISTANCE OF 31.69 FEET;

THENCE SOUTH 00°32'20" EAST, A DISTANCE OF 12.98 FEET;

THENCE NORTH 89°27'40" EAST, A DISTANCE OF 41.91 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.52 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.33 FEET;

THENCE NORTH 89°27'40" EAST, A DISTANCE OF 52.74 FEET;

THENCE SOUTH 00°12'45" EAST, A DISTANCE OF 11.99 FEET;

THENCE NORTH 89°44'00" EAST, A DISTANCE OF 56.94 FEET;

THENCE NORTH 00°50'37" WEST, A DISTANCE OF 8.89 FEET;

THENCE NORTH 01°09'41" WEST, A DISTANCE OF 64.47 FEET;

THENCE NORTH 88°23'44" EAST, A DISTANCE OF 8.61 FEET;

THENCE SOUTH 00°14'07" WEST, A DISTANCE OF 21.30 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 34.01 FEET;
THENCE SOUTH 00°41'16" EAST, A DISTANCE OF 9.85 FEET;
THENCE NORTH 89°21'00" EAST, A DISTANCE OF 42.99 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.29 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.06 FEET;
THENCE NORTH 89°21'00" EAST, A DISTANCE OF 69.79 FEET;
THENCE SOUTH 00°45'18" EAST, A DISTANCE OF 4.01 FEET;
THENCE NORTH 89°23'41" EAST, A DISTANCE OF 57.08 FEET;
THENCE NORTH 00°19'05" WEST, A DISTANCE OF 17.59 FEET;
THENCE NORTH 89°43'15" EAST, A DISTANCE OF 45.79 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.45 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.35 FEET;
THENCE NORTH 89°43'15" EAST, A DISTANCE OF 58.27 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 14.42 FEET;
THENCE NORTH 89°35'02" EAST, A DISTANCE OF 38.25 FEET TO THE EASTERLY
BOUNDARY OF SAID TRACT A;
THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°24'58" EAST, A DISTANCE
OF 16.69 FEET;
THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 75°26'05" WEST, A
DISTANCE OF 48.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE NORTHERLY HAVING A RADIUS OF 1,977.00 FEET, THE RADIUS POINT
OF SAID CURVE BEARS NORTH 05°34'44" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'10", AN ARC LENGTH OF 42.08 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 986.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°25'37", AN ARC LENGTH OF 24.56 FEET;

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THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°08'32", AN ARC LENGTH OF 118.36 FEET;

THENCE NORTH 79°47'25" WEST, A DISTANCE OF 68.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.198 ACRES, (8,632 SQUARE FEET), MORE OR LESS.

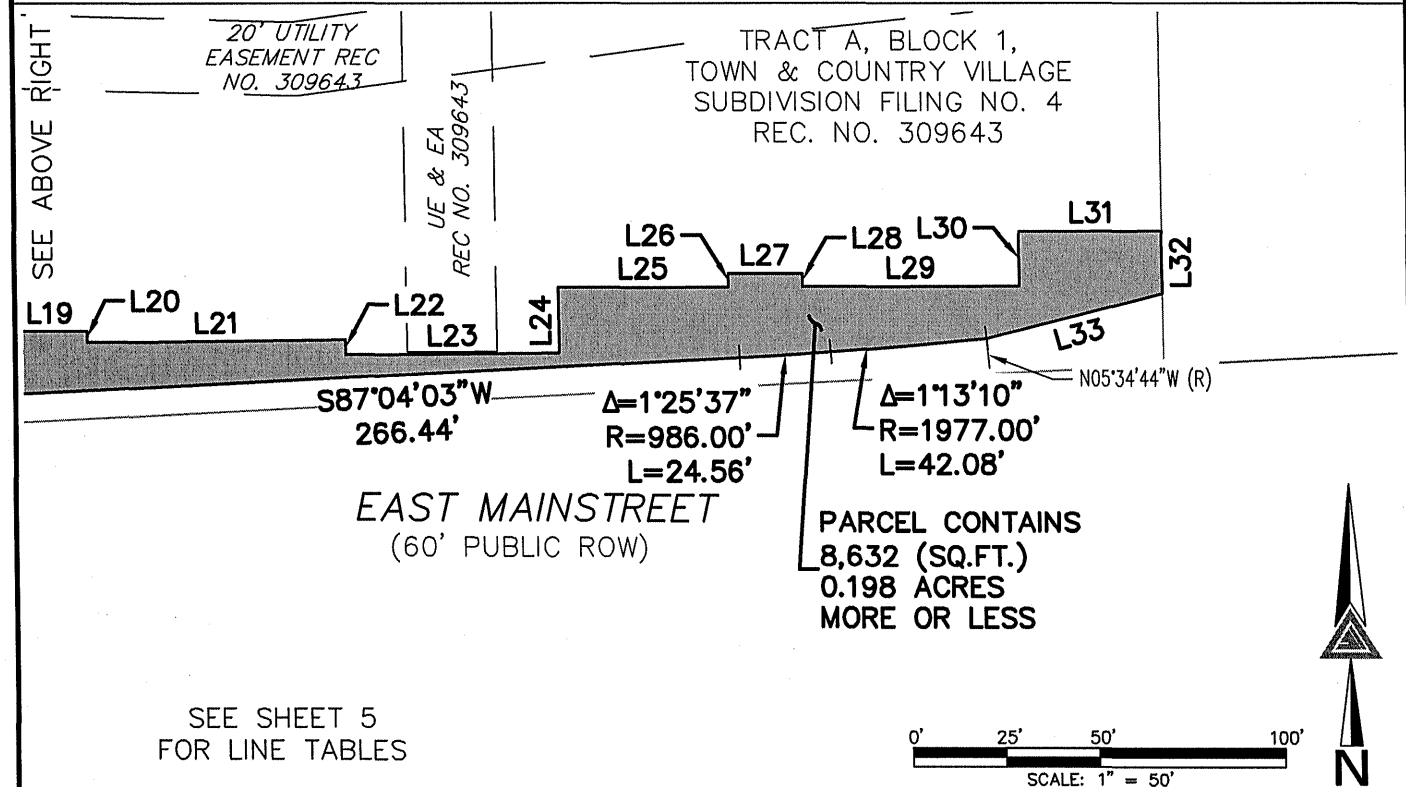
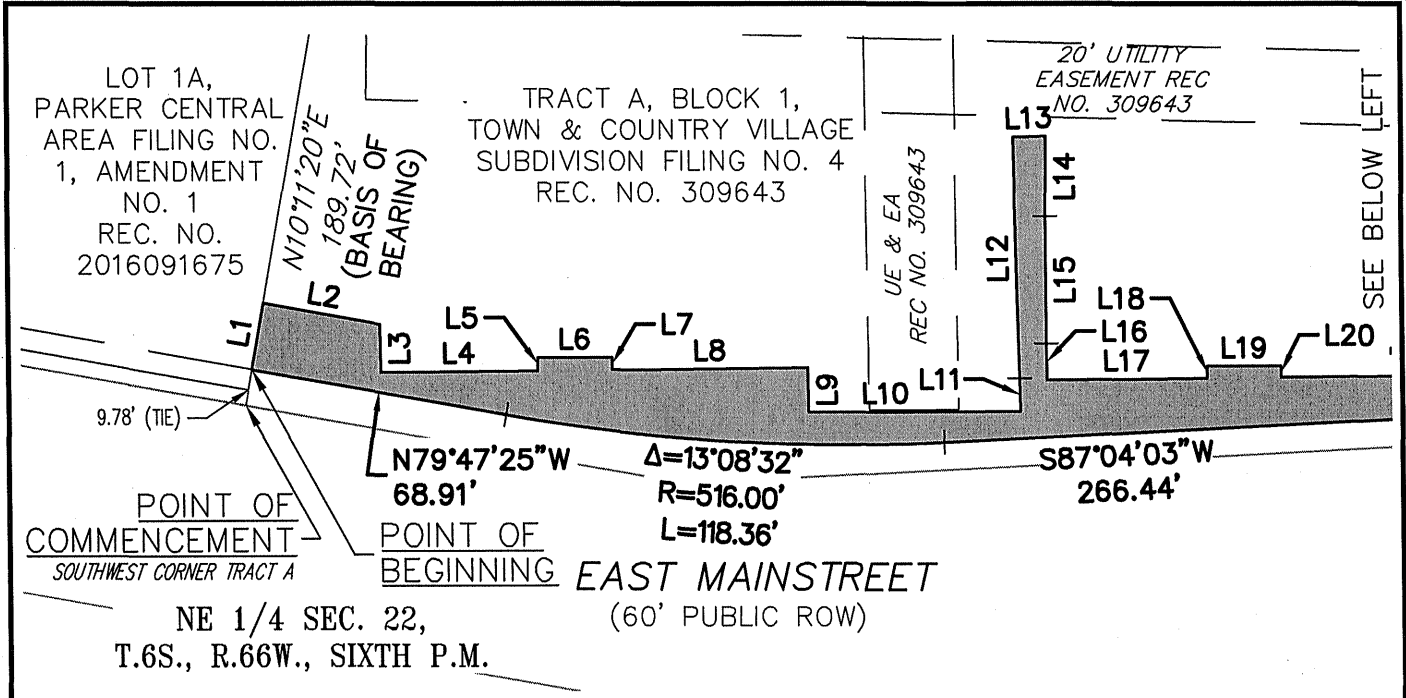
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
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ILLUSTRATION TO EXHIBIT B



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

PATH: Q: 24921-05\DWG\EXHIBITS
DWG NAME: TEMP CONST EASE.DWG
DWG: KDS CHK: JRW
DATE: 10/05/2021
SCALE: 1" = 50'



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TEMPORARY CONSTRUCTION EASEMENT
NE 1/4 OF THE SEC. 22,
T6S, R66W OF THE 6TH P.M.
JOB NUMBER 24921-05 4 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT B

LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°11'20"E	18.19'
L2	S79°48'40"E	31.69'
L3	S00°32'20"E	12.98'
L4	N89°27'40"E	41.91'
L5	N00°00'00"E	3.52'
L6	N90°00'00"E	20.00'
L7	S00°00'00"E	3.33'
L8	N89°27'40"E	52.74'
L9	S00°12'45"E	11.99'
L10	N89°44'00"E	56.94'
L11	N00°50'37"W	8.89'
L12	N01°09'41"W	64.47'
L13	N88°23'44"E	8.61'
L14	S00°14'07"W	21.30'
L15	S00°00'00"E	34.01'
L16	S00°41'16"E	9.85'
L17	N89°21'00"E	42.99'

LINE TABLE		
LINE	BEARING	LENGTH
L18	N00°00'00"E	3.29'
L19	N90°00'00"E	20.00'
L20	S00°00'00"E	3.06'
L21	N89°21'00"E	69.79'
L22	S00°45'18"E	4.01'
L23	N89°23'41"E	57.08'
L24	N00°19'05"W	17.59'
L25	N89°43'15"E	45.79'
L26	N00°00'00"E	3.45'
L27	N90°00'00"E	20.00'
L28	S00°00'00"E	3.35'
L29	N89°43'15"E	58.27'
L30	N00°37'55"W	14.42'
L31	N89°35'02"E	38.25'
L32	S00°24'58"E	16.69'
L33	S75°26'05"W	48.80'

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

PATH: Q: 24921-05\DWG\EXHIBITS
 DWG NAME: TEMP CONST EASE.DWG
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 SCALE: N/A



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TEMPORARY CONSTRUCTION EASEMENT
 NE 1/4 OF THE SEC. 22,
 T6S, R66W OF THE 6TH P.M.
 JOB NUMBER 24921-05

5 OF 5 SHEETS

Exhibit C

Town & Country
Townhomes

Extent of Mainstreet
Sidewalk Improvements at
Town & Country Townhomes

PACE
Center



0 100 200 Feet



Request for Town Council Action

Date: November 15, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.551 – Second Reading**
A Bill for an Ordinance Vacating a Public Sidewalk Easement Agreement Conveyed to the Town of Parker by Parker Water and Sanitation District
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to approve an ordinance to vacate an existing sidewalk easement at the PAR/P3 property at the northeast corner of Mainstreet and Victorian Drive (east).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2007, Parker Water & Sanitation District (PWSD) granted the Town of Parker a public sidewalk easement on their property at 19801 Mainstreet, and this easement was accepted by the Town Council by a resolution. This property is located at the northeast corner of Mainstreet and Victorian Drive (east) and is now owned by PAR/P3. This roughly 10-foot deep permanent sidewalk easement was granted along the Mainstreet frontage for both planned sidewalk improvements to the adjacent intersection (completed in 2008) and contemplated future sidewalk improvements to the east (toward the Pine Drive intersection).

PAR/P3 funded proposed sidewalk improvements between the Mainstreet/Victorian Drive (east) intersection and Discovery Park in 2020, and a design consultant has been engaged to advance the design of these proposed sidewalk improvements. In coordination with PAR/P3 staff, PAR/P3 would like to dedicate the needed right-of-way (fee) to the Town for the proposed sidewalk improvements. Due to this proposed dedication of right-of-way, the existing sidewalk easement is no longer needed and can be vacated. This proposed right-of-way dedication would occur by a subdivision exemption plat that will be processed after the vacation of the sidewalk easement. This sidewalk easement vacation will be noted on the subdivision exemption plat. The subdivision exemption plat is currently being routed for referral comments and is tentatively scheduled for review at the December 13, 2021 Town Council meeting. In addition, the PAR/P3 Board is scheduled to review the proposed subdivision exemption plat at their November 15, 2021 meeting.

An ordinance is needed to approve this easement vacation.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vacate PWSD Sidewalk Easement at Mainstreet and Victorian Dr Vicinity Map
2. Ordinance No. 1.551

RECOMMENDED MOTION

I move to approve Ordinance No. 1.551 on second reading.

Vacation of Public Sidewalk Easement
at Mainstreet and Victorian Drive
Vicinity Map

VICTORIAN DR

SUMMERSET W

VICTORIAN WAY

Town & Country
Townhomes

PAR Owned Property
(formerly PWSD)

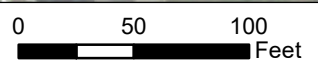
MAINSTREET

Vacate 2007 Sidewalk Easement
with Parker Water & San District

The
Schoolhouse

PINE DR

PIKES PEAK AVE



ORDINANCE NO. 1.551, Series of 2021

TITLE: A BILL FOR AN ORDINANCE VACATING A PUBLIC SIDEWALK EASEMENT AGREEMENT CONVEYED TO THE TOWN OF PARKER BY PARKER WATER AND SANITATION DISTRICT

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that Public Sidewalk Easement Agreement recorded at Reception No. 200705135 of the Douglas County Clerk and Recorder's Office, which is attached as **Exhibit 1** and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the Parker Authority for Reinvestment.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

2007051355 06/28/2007 12:25:47
PGS 5 \$26.00 DF \$0.00 TD1000N
Electronically Recorded Official Records Douglas County CO
Jack Arrowsmith Clerk and Recorder

PUBLIC SIDEWALK EASEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT ("Easement Agreement") is dated as of the 5 day of MAY, 2007, by the Parker Water and Sanitation District ("Grantor"), a Colorado special district and political subdivision having an address at 19801 East Mainstreet, Parker, CO 80138, and the Town of Parker, Colorado ("Town") having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Town desires to acquire an easement for public sidewalk purposes upon that certain real property more particularly described and depicted in **Exhibit A** attached hereto ("Easement Property"); and

WHEREAS, Grantor is willing to convey such an easement to Town for the aforesaid purpose on the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) paid by Town to Grantor, the covenants of Town herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor does hereby convey the easement rights described as follows:

1. Conveyance of Easement. Grantor does hereby grant and convey unto Town, its successors, assigns, lessees, licensees, invitees and agents, a non-exclusive easement for public sidewalk purposes upon the surface of the Easement Property. Town shall have the rights of ingress and egress, consistent with this Easement Agreement, upon the Easement Property for the construction, re-construction, operation and maintenance of a public sidewalk. Subject to the other terms and conditions of this Easement Agreement, Town shall also have the right to remove impediments to operation and maintenance of the Easement Property. Town further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

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

3.1 Town shall protect the Easement Property from damage caused in whole or in part by acts or omissions of Town, its employees, agents, contractors, subcontractors, assigns, lessees, licensee and agents.

3.2 In all activities undertaken on the Easement Property by Town or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in good and workmanlike manner.

2007051355

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3.1 Town shall protect the Easement Property from damage caused in whole or in part by acts or omissions of Town, its employees, agents, contractors, subcontractors, assigns, lessees, licensee and agents.

3.2 In all activities undertaken on the Easement Property by Town or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in good and workmanlike manner.

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

4. Retained Rights. Grantor shall have all rights to the Easement Property not conveyed hereby.

5. Abandonment. The easement herein conveyed shall revert to the owners of the Easement Property one year after abandonment and non-use of the Easement Property for sidewalk purposes by Town or its successors or assigns.

6. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof.

7. Miscellaneous.

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

7.2 This Easement Agreement constitutes all of the agreements, understandings, and promises between the parties hereto with respect to the subject matter hereof.

7.3 This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.

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

GRANTOR:

By: _____

Frank Jaeger
Frank Jaeger, District Manager

STATE OF COLORADO

COUNTY OF

Douglas

)
) ss.
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25 day of May, 2007, by Frank Jaeger as the District Manager of Parker Water & Sanitation District.

My commission expires: 11-02-2008



Maleia S. Good

Notary Public

TOWN OF PARKER

A handwritten signature of David Casiano.

David Casiano, Mayor

ATTEST:

Carol Baumgartner
Carol Baumgartner, Town Clerk

Property Description
Parcel 12

A portion of a parcel of land described in Book 1238 at Page 409 recorded in the Douglas County Clerk and Recorder's Office on December 22, 1994, lying in Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

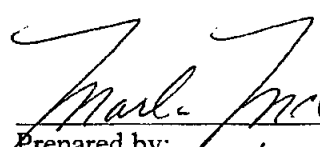
COMMENCING at the Northeast Corner of said Section 22, (a found 3 1/4" Aluminum Cap stamped "AZTEC CONSULTANTS INC. T6S R66W 22 23 LS 17666");
WHENCE the East Quarter Corner of said Section 22 (a found 3 1/4" Aluminum Cap stamped "T6S R66W 1/4 S22 S23 1998 LS 13155") bears S00°25'12"E (Basis of Bearing-assumed) a distance of 2648.52 feet;
THENCE S35°58'30"W a distance of 1846.73 feet to the westerly line of said parcel of land described in Book 1238 at Page 409, being the POINT OF BEGINNING;

THENCE S79°48'46"E along a line 10.00 feet northerly of and parallel with the northerly right-of-way line of East Main Street a distance of 219.01 feet;

THENCE along the easterly, southerly and westerly lines of said parcel of land described in Book 1238 at Page 409 the following three (3) courses:

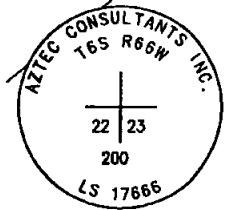
- 1) S10°11'14"W a distance of 9.93 feet;
- 2) THENCE N79°48'46"W a distance of 219.01 feet;
- 3) THENCE N10°11'14"E a distance of 9.93 feet to the POINT OF BEGINNING.

Containing 2174 square feet, (0.050 Acres), more or less.


Prepared by: _____
Date: 2/21/2007
Marla Mellor McOmber, PLS 24961
For and on behalf of Carter & Burgess, Inc.



Point of Commencement
NE Cor. Sec. 22, T6S, R66W, 6th P.M.
Fnd. 3 1/4" Alum. Cap



(Basis of Bearing - assumed)
S 00°25'12"E 2648.52'

Parcel 12
2174 Sq.Ft.
(0.050 Ac.)±

Bk 1238 Pg 409

Point of Beginning

N 10°11'14" E
9.93'

N'y right-of-way

S 35°58'30" W 1846.73'

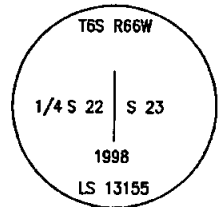
S 79°48'46" E

219.01'

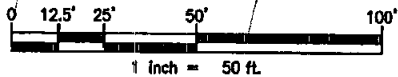
219.01'

E. MAIN ST

S 10°11'14" W
9.93'



E1/4 Cor. Sec. 22 T6S,
R66W, 6th P.M.
Fnd. 3 1/4" Alum. Cap



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

CARTER & BURGESS PROJECT NO. 072303

CLIENT PROJECT NO.

REVISION DESCRIPTION

DRAWN jsk DATE 02/20/07 SCALE 1"=50'

Carter-Burgess

707 17th Street Denver, CO 80202
(303) 820-5240 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.

EAST MAIN STREET, PARKER
Township 6 South, Range 66 West, 6th P.M.
Douglas County, Colorado

TITLE:

Permanent Easement
Parcel 12

REVISION:

0

DRAWING NO.

Parcel12.dwg

SHEET NO.

1 of 1



Request for Town Council Action

Date: November 15, 2021

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.342 – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Douglas County School District and the Town of Parker Regarding an MS4 Participation Agreement
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Douglas County School District (DCSD) and the Town of Parker are seeking to enter into an IGA with regard to the administration of their respective state stormwater discharge permits for DCSD sites located within the Town's boundaries.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Both the Town of Parker and SCSD currently operate stormwater facilities such as inlets, storm pipes, and stormwater ponds under a state permit, known as an MS4 Permit (Municipal Separate Storm Sewer System). The Town operates under a "Standard Permit" while the DCSD operates under a "Non-standard Permit" based on populations served. Historically, the administrative and reporting requirements for Non-standard Permits are much less stringent due to the smaller population served, lack of expertise, and more limited resources of the permittees. Earlier this year, the CDPHE updated the Non-standard Permit requirements to align more with the Standard Permit requirements.

Due to the burdensome programming and documentation requirements, language within the update was included which allows Standard permittees, such as the Town, to administer their construction and post-construction programs over the Non-standard Permit's jurisdictional boundary for coverage of these permit items. However, the ownership, maintenance, and operation of the covered stormwater facilities will remain with DCSD. This arrangement would require the Town to perform and maintain records and documentation of plan reviews and approval, permitting, inspection, and acceptance in accordance with the Town's land use process. Additionally, the Town will forward records and documentation of these actions within 30 days of any request by DCSD for the recordkeeping requirements of their Non-standard

Permit. This benefits the Town as it would guarantee staff the ability to inspect and comment on the functionality of ponds, inlets, storm pipes and other storm facilities to which the Town previously had no legal access.

This intergovernmental agreement (IGA) codifies the responsibilities of both the DCSD and the Town of Parker associated with their respective MS4 Permit programs.

FINANCIAL IMPACT

While the responsibility for maintenance and operation of stormwater infrastructure on school sites would remain with DCSD, this IGA would require the Town to spend additional staff time inspecting such infrastructure. The Town currently collects approximately \$90,000 annually in stormwater fees from DCSD. Staff time for development review and construction inspection of all new and future DCSD site developments will continue to be paid for by the Town's standard development review and grading permit fees as currently charged to DCSD.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.342
2. Exhibit A - DCSD TOP Stormwater IGA Map

RECOMMENDED MOTION

I move to approve Ordinance No. 9.342 on second reading.

ORDINANCE NO. 9.342, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE DOUGLAS COUNTY SCHOOL DISTRICT AND THE TOWN OF PARKER REGARDING AN MS4 PARTICIPATION AGREEMENT

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 Douglas County School District the Town of Parker Regarding an MS4 Participation Agreement, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY SCHOOL DISTRICT AND THE TOWN OF PARKER REGARDING AN MS4 PARTICIPATION AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the Douglas County School District ("DCSD"), and the Town of Parker, Colorado (the "Town"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the DCSD and the Town desire to partner as documented in this MS4 Participation Agreement; and

WHEREAS, the Town was issued a Colorado Discharge Permit System ("CDPS") General Permit COR080011 for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) that Discharge to the Cherry Creek Reservoir Drainage Basin from the Colorado Department of Public Health and Environment ("CDPHE") effective on April 15, 2016, expiring June 30, 2021, and administratively extended, hereinafter referred to as the "Standard Permit;" and

WHEREAS, the DCSD was issued a CDPS General Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) from the CDPHE, hereinafter referred to as the "Non-Standard Permit," located partially within the Town; and

WHEREAS, the Town must implement, enforce, and administer the Standard Permit requirements within the associated jurisdictional boundary and the DCSD must implement, enforce, and administer the Non-Standard Permit requirements within the associated jurisdictional boundary, hereinafter collectively referred to as the "MS4 Permits;" and

WHEREAS, both the Town and the DCSD are required to develop Program Description Documents and supporting documents to describe how the permittee will comply with its MS4 Permit requirements; and

WHEREAS, the Town adopted the Storm Drainage and Environmental Criteria Manual, most recently amended in February of 2014, and as may be further amended from time-to-time, in accordance with the Town's Standard Permit; and

WHEREAS, the Town adopted the Roadway Design and Construction Criteria Manual, most recently amended in November of 2020, and as may be further amended from time-to-time, in accordance with the Town's Standard Permit; and

WHEREAS, the DCSD Non-Standard Permit requires that the DCSD and Town partnership be documented in an MS4 participation agreement whereby the "Non-Standard Permittee" is excluded from the Non-Standard Permit requirements for applicable construction and post-construction activities and allows the "Standard Permittee" full authority to implement its construction and post-construction programs within the Non-Standard Permittee's jurisdictional boundary, in accordance with the Standard permit requirements; and

WHEREAS, the Parties acknowledge that the activities conducted by the Town do not constitute full compliance with all requirements of the DCSD's Non-Standard Permit.

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. **Services.**

a. The Town agrees to allow the DCSD to rely on the Town's construction and post-construction program requirements of the Town's Standard Permit for the portion of the DCSD's Non-Standard Permit located within the jurisdiction of the Town.

b. The Town agrees to continue to provide plan review and approval, permitting, inspection, and acceptance consistent with all applicable Town regulations for the DCSD's Non-Standard Permit jurisdictional boundary within the Town, as provided in this Agreement. These services will be in accordance with the Town's standards for the construction and post-construction program documents of its Standard Permit.

c. The DCSD, its contractors, or assigns, agree to continue to follow the Town's land use process consistent with all applicable Town regulations, and the Town will forward applicable records and documentation to the DCSD within thirty (30) days of any request by the DCSD for the recordkeeping requirements of the Non-Standard Permit and annual report to CDPHE.

d. The DCSD will ensure that all storm drainage easements necessary for access and inspection of the MS4 are provided to the Town within twelve (12) months of the execution of this Agreement, or as soon as reasonably possible thereafter.

e. The Town will not provide support for any of the DCSD's Non-Standard Permit requirements related to Public Education and Outreach, Illicit Discharge Detection and Elimination, Pollution Prevention/Good Housekeeping for Permittee's Operations, or other sections of the DCSD's Non-Standard Permit not specified above.

2. **Standard of Performance.** The Town agrees to use its best efforts to comply with the Town's Standard Permit, but cannot guarantee that all activities will comply with the DCSD's Non-Standard Permit. The Town assumes no responsibility for compliance with the DCSD's Non-Standard Permit. The DCSD acknowledges that the Town Standard Permit program requirements may be more stringent than the Non-Standard Permit requirements, and if so, the DCSD will be subject to those requirements for the construction and post-construction programs, as applicable in this Agreement.

3. **Enforcement.** The DCSD agrees to comply with the Town's Standard Permit construction and post-construction programs and to allow for the Town to fully enforce the Town's Standard Permit programs consistent with the Town's Standard Permit for all applicable construction activities in the DCSD's Non-Standard Permit jurisdictional boundary within the Town which the DCSD owns or operates, or over which the DCSD has implementation authority.

4. **Geographic Area Applicability.** This Agreement will only apply to the geographical area as shown on the map attached hereto as **Exhibit A** and incorporated by this reference, or as otherwise amended administratively from time to time and agreed upon by both parties, in accordance with MS4 Permit requirements.

5. **Responsibility/Liability.** Each Party to this Agreement shall be responsible for that Party's own performance under this Agreement and each Party shall be responsible for its own defense in connection with any claims made against such Party by reason of that Party's performance of the matters covered by this Agreement.

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.

DCSD: Douglas County School District RE-1
Attention: Zach Nannestad, Environmental Health Manager
620 Wilcox St.
Castle Rock, Colorado 80104
With an electric copy to Mary.Klimesh@dcsdk12.org

Town: Town of Parker
Attention: Tom Williams, Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138
With an electronic copy to legal@parkeronline.org

7. **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.

8. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. 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.

9. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. **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.

11. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that this Agreement is relying on, and in no way is intended to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

12. **Amendment.** This Agreement may only be amended in writing signed by the Parties hereto.

13. **Effect of Invalidity.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not result in the termination of this Agreement.

14. **Term.** This Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate this Agreement upon providing one hundred eighty (180) days' written notice to the other Party.

15. **Previous Agreements.** This Agreement supersedes any previous agreement between the Parties regarding shared MS4 responsibilities making those previous agreements, or portions thereof that dealt with MS4 responsibilities, null and void.

16. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____
David Ray, Board President

ATTEST:

APPROVED AS TO FORM:

By: _____
Sandy Maresh,
Assistant Secretary

By: _____
Mary Kay Klimesh
General Counsel

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

Geographical Area

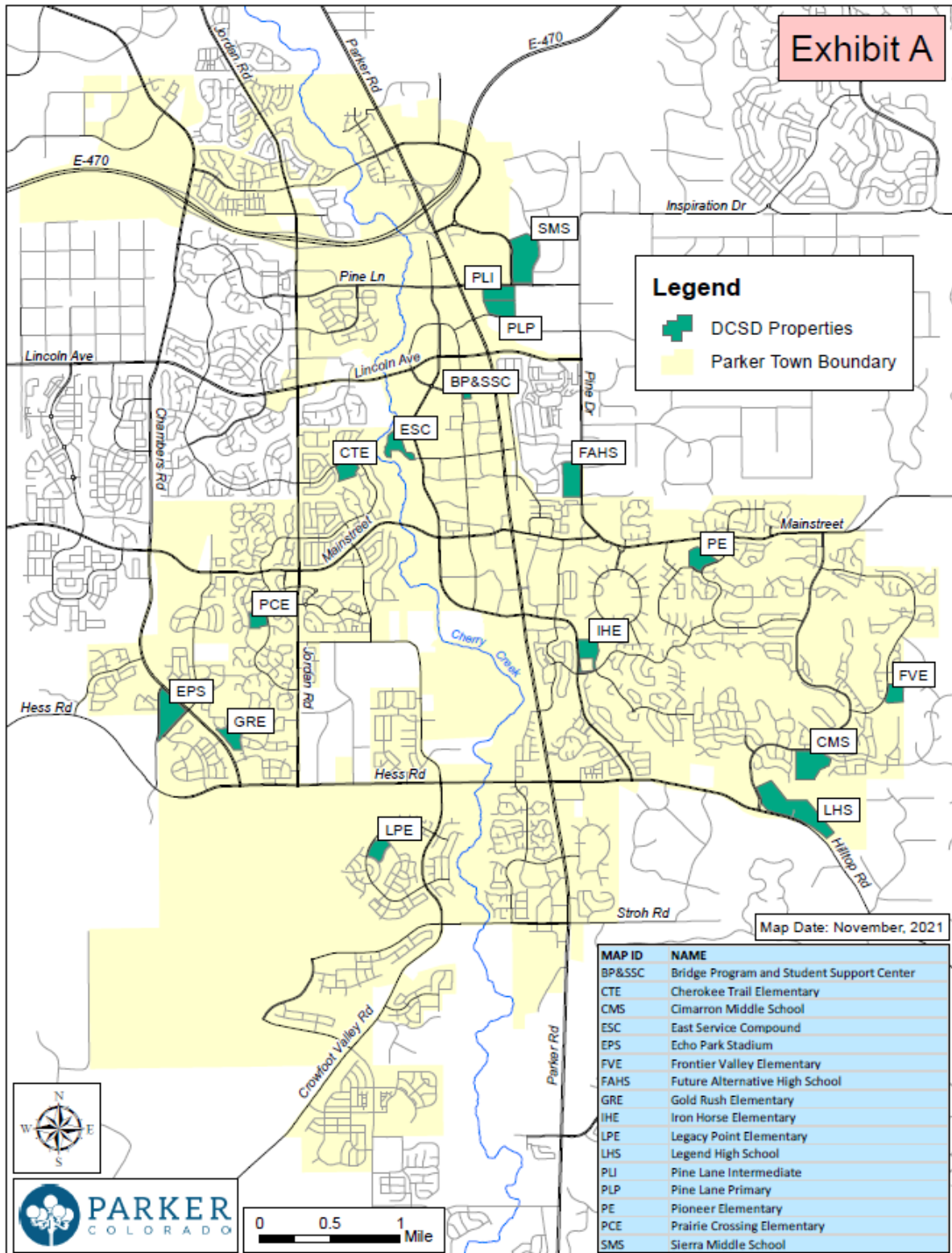


Exhibit A

Legend



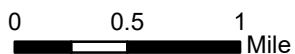
DCSD Properties



Parker Town Boundary

Map Date: November, 2021

MAP ID	NAME
BP&SSC	Bridge Program and Student Support Center
CTE	Cherokee Trail Elementary
CMS	Cimarron Middle School
ESC	East Service Compound
EPS	Echo Park Stadium
FVE	Frontier Valley Elementary
FAHS	Future Alternative High School
GRE	Gold Rush Elementary
IHE	Iron Horse Elementary
LPE	Legacy Point Elementary
LHS	Legend High School
PLI	Pine Lane Intermediate
PLP	Pine Lane Primary
PE	Pioneer Elementary
PCE	Prairie Crossing Elementary
SMS	Sierra Middle School





Request for Town Council Action

Date: November 15, 2021

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-054**
A Resolution Approving the Form of Revenue Pledge Agreement Between Anthology West Metropolitan District No. 4 and Anthology West Metropolitan District No. 2
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This resolution approves the form of Revenue Pledge Agreement between Anthology West Metropolitan District Nos. 2 and 4.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Anthology West Metropolitan District No. 2 ("District 2") and Anthology West Metropolitan District No. 4 ("District 4" and collectively with District 2, the "Districts") are requesting Town Council approve the form of a Revenue Pledge Agreement (the "Pledge Agreement") between the Districts, as required by Section X of the Service Plan (the "Service Plan") for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2), Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3), Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6.

Section V.C of the Service Plan states the Districts, collectively, will undertake the financing and construction of the Public Improvements, and will enter into an intergovernmental agreement to further state and clarify the functions and services provided by the Districts. The Service Plan requires intergovernmental agreements among the Districts be submitted to the Town Council for review and approval prior to signing.

Attached to the resolution is a copy of the Pledge Agreement.

Under the terms of the Pledge Agreement, District 4 is proposing to issue a series of Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2021 (the "2021 Loan") and Subordinate Limited Tax General Obligation Bonds, Series 2022 (the "2022 Bonds" or, collectively the "2021/2022 Obligations"). The 2021 Loan will be issued to refund

the General Obligation Limited Tax Bonds, Series 2014, previously issued by District 2, and the General Obligation Limited Tax Bonds, Series 2018, previously issued by District 4. The 2022 Bonds are expected to be issued for additional capital improvements. District 4 will be the issuer of the 2021/2022 Obligations, but both Districts will pledge property tax revenue to the repayment of the 2021/2022 Obligations. Specifically, under the Pledge Agreement, District 2 will agree to impose a Capital Levy (as defined in the Pledge Agreement) and pledge revenue derived therefrom to District 4 for the purpose of securing the 2021/2022 Obligations.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

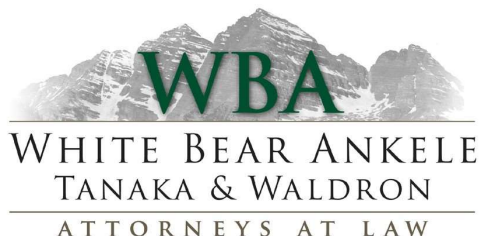
1. White Bear Ankele Letter re Pledge Agreement
2. Resolution No. 21-054

RECOMMENDED MOTION

I move to approve Resolution No. 21-054.

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY

OF COUNSEL:
KRISTEN D. BEAR
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ZACHARY P. WHITE
HEATHER L. HARTUNG
MEGAN J. MURPHY



EVE M. G. VELASCO
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ
JON L. WAGNER

November 5, 2021

VIA E-MAIL

Ms. Kristin Hoffman
Town of Parker
khoffman@parkeronline.org

Ms. Kim Crawford
Butler Snow
Kim.Crawford@butlersnow.com

Re: Anthology West Metropolitan District Nos. 2 and 4

Dear Ms. Hoffman and Ms. Crawford:

Pursuant to the provisions of the Service Plan for Anthology West Metropolitan District Nos. 2-6 (collectively, the “Districts”), approved by the Town Council on April 4, 2016, all intergovernmental agreements are required to be submitted to and approved by the Town. On behalf of Anthology West Metropolitan District Nos. 2 and 4, we have submitted a Revenue Pledge Agreement for consideration by the Town in compliance with the requirements of the Service Plan.

The following debt is currently outstanding in Anthology West Metropolitan District No. 2 (“District No. 2”) and Anthology West Metropolitan District No. 4 (“District No. 4”), respectively:

District No. 2: General Obligation Limited Tax Bond, Series 2014 issued in the original principal amount of \$1,850,000 (the “2014 Bonds”)

District No. 4: General Obligation Limited Tax Bonds, Series 2018 issued in the original principal amount of \$6,440,000 (the “2018 Bonds”)

At this time, Anthology West Metropolitan District No. 4 (“District No. 4”) is proposing to issue a Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan in the approximate amount of \$8.8 million (the “2021 Loan”) for the purpose of refinancing the 2014 Bonds and the 2018 Bonds in their entirety. Additionally, for the purpose of financing costs associated with public improvements that benefit the Districts, District No. 4 is also proposing to issue its Subordinate Limited Tax General Obligation Bonds, Series 2022 in the approximate amount of \$1.12 million (the “2022 Bonds”).

Ms. Kristin Hoffman
Ms. Kim Crawford
November 5, 2021
Page 2

As security for the 2021 Loan and 2022 Bonds, both District No. 2 and District No. 4 will pledge property taxes toward the payment of debt service obligations. As the issuer, District No. 4 will impose an annual debt service mill levy for the purpose of paying and securing the 2021 Loan and the 2022 Bonds. District No. 2 and District No. 4 will also enter into a Revenue Pledge Agreement (the "Pledge Agreement"), pursuant to which District No. 2 will pledge to impose a debt service mill levy each year and pay the revenue derived therefrom to District No. 4 toward the repayment of the 2021 Loan and the 2022 Bonds. All mill levies pledge by District No. 4, directly, and by District No. 2 pursuant to the Pledge Agreement will be consistent with the limitations of the Service Plan, as approved by the Town of Parker.

To that end, enclosed for review and approval by the Town Council of Parker, Colorado is the Pledge Agreement. As legal counsel for the Districts, we request that the enclosed document be considered and approved by the Town Council at its meeting to be held on November 15, 2021 and would request confirmation of the same. If additional information is required from our office, please do not hesitate to contact our office.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

A handwritten signature in blue ink, appearing to read "Kristen D. Bear", is written over a light blue horizontal line.

Kristen D. Bear
Of Counsel

KDB
Enclosure
1372:1300:1165836

REVENUE PLEDGE AGREEMENT

This **REVENUE PLEDGE AGREEMENT** (this “Agreement”) is entered into on this ____ day of _____, 2021 between **ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 4**, in the Town of Parker, Douglas County, Colorado (the “Issuing District” or “District No. 4”), a quasi-municipal corporation and political subdivision of the State of Colorado, and **ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 2**, in the Town of Parker, Douglas County, Colorado (“District No. 2” or the “Pledge District”), a quasi-municipal corporation and political subdivision of the State of Colorado. This Agreement shall take effect as of the Effective Date, as defined herein.

All capitalized terms used in the recitals below and not otherwise defined shall have the meanings assigned to such terms in Section 1.02 hereof.

RECITALS

WHEREAS, the Issuing District and District No. 2 (collectively, the “Districts”) are duly organized and existing as metropolitan districts under the constitution and laws of the State of Colorado (the “State”), including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Issuing District was organized pursuant to the Order and Decree Organizing Anthology West Metropolitan District No. 4 approved by the Douglas County District Court on May 19, 2016 and recorded with the County Clerk and Recorder on June 30, 2016 at Reception No. 2016042450; and

WHEREAS, District No. 2 was originally organized pursuant to an Order and Decree Creating District In Re the Organization of the Cherry Creek South Metropolitan District No. 2 of the District Court in and for Douglas County, Colorado entered on April 30, 1985, as amended by the Second Amended Order of the Court entered on May 20, 1985 and recorded with the County Clerk and Recorder on January 20, 1985 in Book 580 at Page 869 and at Reception No. 355885 (as so originally named, and during the period in which such district operated under such name, the “CCSMD No. 2”); and

WHEREAS, pursuant to an Order for Name Change of District of the District Court in and for Douglas County, Colorado entered on August 22, 2016 and recorded with the Douglas County Clerk and Recorder on August 31, 2016 at Reception No. 2016059710, CCSMD No. 2’s name was changed from “Cherry Creek South Metropolitan District No. 2” to “Anthology West Metropolitan District No. 2;” and

WHEREAS, the Districts operate under and within the limitations of the Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 2 and Cherry Creek South Metropolitan District No. 3 and Consolidated Service Plan for Cherry Creek South Metropolitan District No. 2 and Cherry Creek South Metropolitan District No. 3 and Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6, dated March 21, 2016 and approved by the Town Council of the Town

of Parker pursuant to Resolution No.16-024, Series 2016, adopted on April 4, 2016 (the “Service Plan”); and

WHEREAS, the Districts are authorized by the Special District Act to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public facilities including, but not limited to, streets, traffic and safety, drainage and storm sewer, water, sanitation, and parks and recreation improvements, subject to any limitation of their Service Plan; and

WHEREAS, under their Service Plan, the Districts are intended to work together and coordinate their efforts with respect to the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements (as defined in the Service Plan), and the primary purpose of the Districts is to provide for such Public Improvements; and

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, pursuant to the Mill Levy Equalization and Pledge Agreement (the “Mill Levy Equalization Agreement”) entered into on January 1, 2017 by and among the Pledge District; Anthology West Metropolitan District No. 3 (formerly known as Cherry Creek South Metropolitan District No. 3) (“District No. 3”); District No. 4; Anthology West Metropolitan District No. 5 (“District No. 5”); and Anthology West Metropolitan District No. 6 (“District No. 6”) (collectively, the “Anthology Districts”), the Anthology Districts agreed upon the imposition of a uniform mill levy throughout the Anthology Districts for the purpose of paying obligations issued by any of District Nos. 2, 3, 4 and 5 (within the meaning of the Mill Levy Equalization Agreement, the “Taxing Districts”) for the purpose of financing Public Improvements (collectively, the “Anthology District Bonds”); reimbursing or otherwise paying obligations to Anthology Recovery Acquisition, LLC; and paying the administrative and operations costs of the Anthology Districts and the Public Improvements; and

WHEREAS, pursuant to a Settlement Agreement, Covenant Not-To-Sue and Mutual Release dated August 5, 2013 entered into in connection with Civil Action No. 10-cv-02216-WJM-KLM (the “Case”), which agreement was made a binding order of the United States District Court for the District of Colorado (the “U.S. District Court”) on September 20, 2013, District No. 2 (then known as Cherry Creek South Metropolitan District No. 2) issued a General Obligation Limited Tax Bond, Series 2014 to Stroh Ranch Development, LLC on January 3, 2014 in the original aggregate principal amount of \$1,850,000 (the “Prior 2014 Bonds”), and the Case was closed by the U.S. District Court; and

WHEREAS, at the time the Prior 2014 Bonds were issued, the boundaries of District No. 2 consisted of, in broad terms and subject to certain exceptions, the property within the current boundaries of District No. 2 (being the Pledge District) and District No. 4 (being the Issuing District); and

WHEREAS, subsequent to the issuance of the Prior 2014 Bonds (but prior to its name change to Anthology Metropolitan District No. 2), the Board of Directors of District No. 2 (the “District No. 2 Board”) excluded certain property from the boundaries of District No. 2 (the “Excluded Property”) pursuant to an exclusion order entered on June 22, 2016 and recorded on June 29, 2016; and

WHEREAS, the Excluded Property, in addition to a small directors’ parcel of land, now comprise the boundaries of District No. 4 (being the Issuing District); and

WHEREAS, the Issuing District issued its \$6,440,000 General Obligation Limited Tax Bonds, Series 2018 (the “Prior 2018 Bonds”) pursuant to an Indenture of Trust dated January 19, 2018 between the District and UMB Bank, n.a., as trustee, and the electoral authorization obtained at an election of the eligible electors of the Issuing District duly called and held on November 2, 2004 (the “Issuing District Election”); and

WHEREAS, the Prior 2014 Bonds bear interest at a per annum rate of 4.00% until December 15, 2024, at which time such interest rate will increase to a per annum rate of 6.00%; and

WHEREAS, the Prior 2018 Bonds bear interest at a per annum rate of 6.00%; and

WHEREAS, after review of the facts and consideration of the circumstances, the Board of Directors of the Issuing District (the “District No. 4 Board”) and the District No. 2 Board have each determined that it is desirable to enter into a refunding program at this time with respect to the Prior 2014 Bonds and the Prior 2018 Bonds (collectively, the “Refunded Bonds”) for the purpose of refinancing such indebtedness at lower rates of interest; and

WHEREAS, for the purposes of refunding the Refunded Bonds, the Issuing District is incurring the indebtedness of a Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2021 (the “2021 Refunding Loan”), which is to bear interest at a rate per annum of _____; * and

WHEREAS, in addition, for the purposes of financing a portion of the costs of the acquisition, construction and installation of the public facilities the debt for which was approved at the Issuing District Election (the “Public Improvements”), the Issuing District is also issuing its Subordinate Limited Tax General Obligation Bonds, Series 2022 (the “2022 Improvement Bonds”); and

WHEREAS, the Issuing District will impose in each year a debt service mill levy for the purposes of paying and securing the 2021 Refunding Loan and the 2022 Improvement Bonds (“Issuing District Debt Service Revenue”); and

WHEREAS, inasmuch as the Issuing District is incurring indebtedness for the purposes of refunding District No. 2’s Prior 2014 Bonds, the Issuing District Board and the District No. 2

* The interest rate on the 2021 Refunding Loan will be a fixed rate equal to the 10-year treasury rate plus 2.00% (computed as of the date such rate is fixed, which may be done up to 30 days prior to closing at no cost), which rate was 3.50% as of October 4, 2021; provided that such rate shall not be lower than 3.25% per annum.

Board have determined that it is fair and equitable for District No. 2 to undertake an obligation to impose a debt service mill levy each year and pay the revenue derived therefrom to, or at the direction of, the Issuing District for application by the Issuing District, in combination with the Issuing District Debt Service Revenue, to the payment of the 2021 Refunding Loan; and

WHEREAS, in addition, the Public Improvements to be financed with proceeds of the Issuing District's 2022 Improvement Bonds are improvements benefitting both District No. 2, its residents, occupants, taxpayers and property owners, and the Issuing District, its residents, occupants, taxpayers and property owners; and, accordingly, the Issuing District Board and the District No. 2 Board have determined that it is fair and equitable for District No. 2 to undertake an obligation to impose a debt service mill levy each year and pay the revenue derived therefrom to or at the direction of the Issuing District for application by the Issuing District, in combination with the Issuing District Debt Service Revenue, to the payment of the 2022 Improvement Bonds; and

WHEREAS, at an election of the eligible electors of District No. 2 duly called and held on Tuesday, November 2, 2004 (the "District No. 2 Election"), a majority of those eligible to vote and voting at the District No. 2 Election voted in favor of, *inter alia*, the issuance of indebtedness by District No. 2 and the imposition of taxes for the payment thereof, for the purpose of providing public improvements and for the refunding of such indebtedness, including intergovernmental agreements constituting multiple fiscal year financial obligations of District No. 2, all in the amounts shown below:

Purpose	Principal Amount
Streets	\$ 37,560,000
Parks and Recreation	59,280,000
Sanitation	14,280,000
Water	<u>8,880,000</u>
TOTAL PUBLIC IMPROVEMENTS	\$120,000,000
Operations and Maintenance	10,000,000
Refunding	<u>130,000,000</u>
Intergovernmental Agreements	*
GRAND TOTAL	<u>\$260,000,000</u>

; and

WHEREAS, the returns of the District No. 2 Election were duly canvassed and the result thereof was duly declared; and

* Ballot Question 5I provides that District No. 2 shall be authorized to enter into one or more intergovernmental agreements with the State of any political subdivision of the State (including the Issuing District) for the purpose of jointly financing the costs of any public improvements, facilities, systems, programs or projects which District No. 2 may lawfully provide, and that such intergovernmental agreements may constitute a debt or indebtedness and multiple-fiscal year obligation of District No. 2.

WHEREAS, the results of the District No. 2 Election were certified by District No. 2 by certified mail to the Town Council of the Town, being the governing body of the municipality that has adopted a resolution of approval of District No. 2 pursuant to Section 32-1-204.5, C.R.S., and a copy of such certification was filed with the division of securities created by Section 11- 51-701, C.R.S., all within forty-five days after the District No. 2 Election; and

WHEREAS, in connection with the Prior 2018 Bonds, District No. 2 entered into that certain Revenue Pledge Agreement dated January 19, 2018 (the “Prior District No. 2 Pledge Agreement”), pursuant to which District No. 2 agreed to impose a debt service mill levy and transfer the revenue derived therefrom to the Issuing District for the purpose of paying the Prior 2018 Bonds; and

WHEREAS, upon the execution and delivery of this Agreement by District No. 2 and the Issuing District, the Prior District No. 2 Pledge Agreement will concurrently be terminated and cancelled, and forthwith this Agreement will govern the obligations of District No. 2 regarding the imposition of a debt service mill levy and the transferring to the Issuing of the revenue derived therefrom; and

WHEREAS, the District No. 2 Board has determined to allocate the indebtedness of District No. 2 represented by this Agreement to the “Intergovernmental Agreements” category of indebtedness authorized at the District No. 2 Election in an amount equal to the total amount of District No. 2 Capital Revenue actually collected by District No. 2 and paid to the Issuing District, and such allocation shall be made annually in the District No. 2’s audited financial statements; and

WHEREAS, the Service Plan defines “Debt” as bonds or other obligations for the payment of which a District (as defined in the Service Plan, which includes District No. 2) has promised to impose an ad valorem property tax mill levy; and

WHEREAS, while District No. 2 is promising to impose an ad valorem property tax mill levy hereunder, and while this Agreement constitutes “indebtedness” within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) because it constitutes a multiple fiscal year financial obligation of District No. 2 within the meaning of TABOR, this Agreement shall *not* require an allocation of the Debt Limit (as defined in the Service Plan) under the Service Plan because the obligations of District No. 2 hereunder provide security for the 2021 Refunding Loan and 2022 Subordinate Bonds being issued by the Issuing District, and all of the aggregate principal amounts of the 2021 Refunding Loan and 2022 Subordinate Bonds are to be applied to the reduction of the available Debt Limit under the Service Plan; accordingly, were this Agreement applied to the reduction of the Debt Limit under the Service Plan it would constitute “double-counting” indebtedness of the Districts under the Service Plan Debt Limit; and

NOW THEREFORE, the Districts have determined that the execution of this Agreement for the purposes aforesaid is in the best interests of District No. 2, its residents, occupants, taxpayers and property owners, and the Issuing District, its residents, occupants, taxpayers and property owners.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized in the text of this Agreement shall have the respective meanings set forth below:

“2021/2022 Governing Instrument” means the resolution, indenture, agreement or other instrument(s) governing the issuance and repayment terms of such 2021/2022 Obligations.

“2021/2022 Obligations” means, collectively, the 2021 Refunding Loan and the 2022 Subordinate Bonds.

“Agreement” means this Revenue Pledge Agreement as the same may be amended from time to time in accordance with the provisions hereof and of the applicable 2021/2022 Governing Instruments.

“Anthology Districts” means, collectively, the Pledge District; District No. 3; District No. 4; District No. 5 and District No. 6.

“Capital Levy” means:

(a) Subject to the paragraph (b) of this definition, “Capital Levy” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Pledge District each year in the amount of 35 mills *less* the Operations Levy; *provided, however* that if, on or after January 1, 2000 (being the date specified in the Service Plan) there are or were changes in the ratio of actual valuation to assessed valuation pursuant to Article X, Section 3(1)(b) of the Colorado Constitution and legislation implementing such Section, such mill levy shall be increased or decreased to offset such change, such mill levy increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by such mill levy are neither diminished nor enhanced as a result of such changes.

As a result of changes in the ratio of actual valuation to assessed valuation occurring on or after January 1, 2000, the 35 mills stated above is, as of the date of this Agreement, 47.678 mills.

(b) Notwithstanding anything herein to the contrary, in no event may the Capital Levy be established at a mill levy which would, when combined with the Operations Levy, constitute a material departure from the requirements of the Service Plan or cause the Pledge District to derive tax revenue in any year in excess of the maximum

tax increases permitted by the Pledge District's electoral authorization, and if the Capital Levy, when combined with the Operations Levy, as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Pledge District's electoral authorization or create a material departure from the Service Plan, , the Capital Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Service Plan occurs.

"C.R.S." means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

"*District No. 2*" or "*Pledge District*" means Anthology West Metropolitan District No. 2 (formerly known as Cherry Creek South Metropolitan District No. 2), in the Town of Parker, Douglas County, Colorado.

"*District No. 2 Board*" or "*Pledge District Board*" means the Board of Directors of the Pledge District.

"*District No. 2 Capital Revenue*" means the moneys derived by the Pledge District from the following sources, net of any costs of collection:

(a) the Capital Levy; and

(b) the portion of the Specific Ownership Tax which is collected as a result of imposition of the Capital Levy.

"*District No. 2 Election*" means the election held within the Pledge District on November 2, 2004.

"*District No. 3*" means Anthology West Metropolitan District No. 3, in the Town of Parker, Douglas County, Colorado.

"*District No. 4*" or the "*Issuing District*" means Anthology West Metropolitan District No. 4, in the Town of Parker, Douglas County, Colorado.

"*District No. 4 Board*" or "*Issuing District Board*" means the Board of Directors of District No. 4.

"*District No. 4's Assessed Value*" means, for each levy year, the final assessed valuation of all taxable property in District No. 4 certified by the appropriate county assessor on or about December 10 of such year.

"*District No. 5*" means Anthology West Metropolitan District No. 5, in the Town of Parker, Douglas County, Colorado.

"*District No. 6*" or "*Operating District*" means Anthology West Metropolitan District No. 6, in the Town of Parker, Douglas County, Colorado.

"*Districts*" means, collectively, the Pledge District and District No. 4.

“Effective Date” means the date on which District No. 4 closes the 2021 Refunding Loan.

“Issuing District” or *“District No. 4”* means Anthology West Metropolitan District No. 4, in the Town of Parker, Douglas County, Colorado.

“Issuing District Election” means the election of the eligible electors of the Issuing District duly called and held on November 2, 2004.

“Maximum Debt Mill Levy Imposition Term” has the meaning ascribed to such term in the Service Plan.

“Mill Levy Equalization and Pledge Agreement” means the Mill Levy Equalization and Pledge Agreement dated January 1, 2017 by and among the Districts, as amended pursuant to the First Amendment to Mill Levy Equalization and Pledge Agreement dated September 25, 2019, as the same may be further amended from time to time, subject to the provisions hereof.

“Operating District” or *“District No. 6”* means Anthology West Metropolitan District No. 6, in the Town of Parker, Douglas County, Colorado.

“Operations Cost Allocation” means, for any particular tax levy year, each of District No. 4’s and the Pledge District’s allocated share of the Operations Expenses for the related collection year, computed as a percentage of such Operations Expenses, where the percentages used to compute such allocated shares are in proportion to the relative amounts of District No. 4’s Assessed Value and the Pledge District’s Assessed Value in such levy year. *By way of example*, if, in a particular tax levy year, the sum of District No. 4’s Assessed Value and the Pledge District’s Assessed Value equals \$10,000,000, and District No. 4’s Assessed Value is \$3,000,000 and the Pledge District’s Assessed Value is \$7,000,000, then District No. 4’s Operations Cost Allocation for that levy year shall be 30% of the total Operations Expenses budgeted for the related collection year and the Pledge District’s Operations Cost Allocation for that levy year shall be 70% of the total Operations Expenses budgeted for the related collection year.

“Operations Expenses” means, with respect to each tax collection year, the amount reasonably determined by the Operating District as being necessary to pay the Districts’ annual administrative and operations expenses for such year as established in the Districts’ approved budgets for such tax collection year (being the budgets on which mill levies to be certified in the corresponding levy year are determined), but not in excess of the Operations Annual Cost Allowance.

“Operations Annual Cost Allowance” means: (i) for levy year 2021 (for collection in 2022), the amount of \$105,100; and (iii) for each levy year thereafter, an additional 1.00%.

“Operations Levy” means, with respect to any particular levy year, the number of mills necessary to produce the dollar amount of the Pledge District’s Operations Cost Allocation for the same levy year.

“Payment Obligation” has the meaning assigned to such term in Section 2.04(c) hereof.

“*Pledge District*” or “*District No. 2*” means Anthology West Metropolitan District No. 2 (formerly known as Cherry Creek South Metropolitan District No. 2), in the Town of Parker, Douglas County, Colorado.

“*Pledge District’s Assessed Value*” means, for each levy year, the final assessed valuation of all taxable property in the Pledge District certified by the appropriate county assessor on or about December 10 of such year.

“*Prior 2014 Bonds*” mean the General Obligation Limited Tax Bonds, Series 2014, dated January 3, 2014, issued in the aggregate principal amount of \$1,850,000 by District No. 2.

“*Prior 2018 Bonds*” means the General Obligation Limited Tax Bonds, Series 2018, issued by District No. 4 (being the Issuing District), in the aggregate principal amount of \$6,440,000 pursuant to an Indenture of Trust dated January 19, 2018 between the District and UMB Bank, n.a., as trustee.

“*Refunded Bonds*” means the Prior 2014 Bonds and the Prior 2018 Bonds.

“*Service Plan*” has the meaning set forth in the recitals hereof.

“*Specific Ownership Tax Revenues*” means the specific ownership taxes remitted to the Pledge District pursuant to Section 42-3-107, C.R.S., or any successor statute.

“*State*” shall mean the State of Colorado.

“*Supplemental Act*” shall mean the Supplemental Public Securities Act, Sections 11-57-201, et seq., C.R.S., as the same may be amended from time to time.

“*Termination Date*” means the first date on which no 2021/2022 Obligations are outstanding within the meaning of the applicable 2021/2022 Governing Instrument(s).

Section 1.02. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and, except for use of the term “hereof” where the context so indicates, such terms shall not refer to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement; and the term “hereafter” means after the date of execution of this Agreement.

All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in Section 1.01 hereof.

Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

ARTICLE II

PAYMENT AND CAPITAL LEVY OBLIGATIONS

Section 2.01. Electoral Authorization.

(a) ***Election.*** The voted authorization for the Pledge District to incur debt and the total maximum repayment cost relating thereto was approved at the Election as required by Article X, Section 20 of the Colorado Constitution.

(b) ***Allocation of Voted Authorization.*** The indebtedness represented by this Agreement shall be allocated to the category of indebtedness that was approved at the Election as specifically provided in the resolution to be adopted by the Pledge District Board authorizing the execution and delivery of this Agreement and the performance of the Pledge District hereunder. Such resolution shall also set forth the Pledge District's Board determination that the amount of indebtedness to be so allocated shall be that amount equal to the total amount of District No. 2 Capital Revenue actually collected by the Pledge District and paid to District No. 4 under this Agreement, and the Pledge District covenants and agrees that it shall make (or cause to be made) the necessary allocations annually in the Pledge District's audited financial statements. Accordingly, the performance by the Pledge District of its obligations under this Agreement in accordance with the terms hereof requires no further electoral approval.

(c) ***Limits of Electoral Authorization.*** In no event shall the total or annual obligations of the Pledge District hereunder exceed the maximum amounts permitted under the Election. Upon payment by the Pledge District hereunder of the maximum amounts authorized by the Election, the obligations of the Pledge District under this Agreement will be deemed defeased and no longer outstanding.

Section 2.02. Financing and Refinancing of Public Improvements. District No. 4 shall issue the 2021 Refunding Loan for the purpose of refunding the Refunded Bonds at a lower interest rate. District No. 4 shall issue the 2022 Subordinate Bonds for the purpose of financing Public Improvements for the benefit of the property owners, occupants, and taxpayers of the Districts. The Pledge District hereby acknowledges and agrees that the performance of its obligations hereunder are in furtherance of its obligations as a "Taxing District" under the Mill Levy Equalization Agreement, which benefits the property owners, occupants, and taxpayers of the Districts.

Section 2.03. Prepayment Prohibited. Because the actual dollar amount of the Pledge District's obligations hereunder cannot be ascertained with any certainty at any time, the Pledge District shall not be permitted to prepay its obligations hereunder.

Section 2.04. Pledge; Nature of Obligations.

(a) **Limited Tax General Obligation.** The obligations of the Pledge District to (i) impose the Capital Levy and (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto shall constitute a limited tax general obligation of the Pledge District.

(b) **Multiple Fiscal Year Financial Obligation.** This Agreement shall constitute a multiple fiscal year financial obligation of the Pledge District within the meaning of Article X, Section 20 of the Colorado Constitution.

(c) **Pledge.** The Pledge District hereby pledges and assigns to District No. 4 all District No. 2 Capital Revenue for the purpose of securing the 2021/2022 Obligations. District No. 4 shall pledge its interest in and to the District No. 2 Capital Revenue to secure and pay the 2021/2022 Obligations.

(d) **Payment Obligation.** The obligation of the Pledge District to pay all District No. 2 Capital Revenue as provided herein (the "Payment Obligation") shall constitute an irrevocable first priority lien, but not necessarily an exclusive such lien, upon the District No. 2 Capital Revenue. The Pledge District hereby elects to apply all of the provisions of the Supplemental Act to its Payment Obligation under this Agreement and to the pledge of the District No. 2 Capital Revenue securing such obligation.

(e) **Remittance of District No. 2 Capital Revenue.** All District No. 2 Capital Revenue shall be remitted to or at the direction of District No. 4 promptly upon the receipt by District No. 2 thereof. District No. 4 shall from time to time provide written instructions to the Pledge District with directions as to the remittance of the District No. 2 Capital Revenue. District No. 4 shall apply all District No. 2 Capital Revenue received by it under this Agreement solely to the payment of the 2021/2022 Obligations in accordance with the 2021/2022 Governing Instruments applicable to such obligations and to no other purpose.

(f) **Exclusive Obligations.** The Pledge District acknowledges and agrees that its obligations under this Agreement with respect to the District No. 2 Capital Revenue run exclusively to District No. 4 for the benefit of the lender of the 2021 Refunding Loan and the owners of the 2022 Subordinate Bonds, and there is no prior or superior lien on the District No. 2 Capital Revenue other than the lien thereon of District No. 4 pursuant to this Agreement.

Section 2.05. Covenant to Impose Capital Levy.

(a) For the purpose of providing funds for payment of the 2021/2022 Obligations and performing its Payment Obligation hereunder, the Pledge District covenants to cause to be levied on all of the taxable property of the Pledge District, in addition to all other taxes, direct annual taxes in each of the years 2021 through and including 20____, (and, to the extent necessary to make up any overdue payments on the 2021/2022 Obligations, in each year subsequent to 20____, but not beyond the Maximum Debt Mill Levy Imposition Term to the extent limited by the Service Plan) in the amount of the Capital Levy. Nothing herein shall be construed to require the Pledge District to levy an ad valorem property tax in an amount in excess of the Capital Levy.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the District No. 2 Board to the board or boards of county commissioners of each county in which taxable real or personal property of the Pledge District is located, showing the aggregate amount of taxes to be levied from time to time, as required by law, for the purposes aforesaid.

(c) It shall be the duty of the District No. 2 Board, annually, at the time and in the manner provided by law for levying other Pledge District taxes, to ratify and carry out the provisions hereof with reference to the levying and collection of taxes; and the District No. 2 Board shall levy, certify, and collect said taxes in the manner provided by law for the purposes aforesaid.

(d) Said taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to the Pledge District as provided by law, for subsequent payment to or at the direction of District No. 4 as provided herein. The District No. 2 Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Agreement.

Section 2.06. No Impairment; Reliance of Third Parties.

(a) ***Appropriation.*** The sums herein required to pay the District No. 2 Capital Revenue to or at the direction of District No. 4 hereunder are hereby appropriated for that purpose, and said amounts for each applicable year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the District No. 2 Board in each applicable year or years while the 2021/2022 Obligations are outstanding. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Pledge District to (i) impose the Capital Levy; (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto; or (iii) pay or cause the payment of the District No. 2 Capital Revenue to or at the direction of District No. 4 as provided herein.

(b) ***Timely Remittance; Third Parties.*** The Pledge District acknowledges that third parties may provide financial commitments and additional security for the 2021/2022 Obligations and, as a result, shall be entitled to rely on the Payment Obligation of the Pledge District. Accordingly, it is acknowledged by the Districts that the purpose of this Section 2.06(b) is to ensure that the Pledge District will remit the District No. 2 Capital Revenue due hereunder in a timely manner in order to pay the 2021/2022 Obligations when due under the applicable 2021/2022 Governing Instrument.

(c) ***Survival of Payment Obligation.*** In addition, and without limiting the generality of the foregoing, the Payment Obligation of the Pledge District shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of the Districts to properly disclose, pursuant to Colorado law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of Districts' meetings as set forth in their official minutes.

Section 2.07. Limited Defenses; Specific Performance. It is understood and agreed by the Pledge District that its obligations hereunder are absolute, irrevocable, and unconditional and so long as this Agreement has not been terminated, the Pledge District agrees that, notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its obligations hereunder, or take or fail to take any action which would delay performance of such obligations. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of the Pledge District, in the event that the Pledge District reasonably believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.07, it shall, nevertheless, (i) impose the Capital Levy; (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto; and (iii) pay or cause the payment of the District No. 2 Capital Revenue to or at the direction of District No. 4 as provided herein, and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 2.08. Future Exclusion of Property. The Pledge District shall not exclude nor consent to the exclusion of any taxable property from within its boundaries unless 100% of the property owners of such proposed excluded property agree in writing to the imposition of the Capital Levy upon their respective property as provided in this Agreement.

Section 2.09. Additional Covenants.

(a) The Pledge District will not issue or incur bonds, notes, or other obligations payable in whole or in part from, or constituting a lien upon, and will not otherwise assign or pledge the District No. 2 Capital Revenue or any portion thereof except as provided in this Agreement.

(b) The Pledge District shall not enter into agreement, or amend or supplement or consent to the amendment or supplement of any agreement to which it is a party or by which it or its property is bound which, in the reasonable judgment of the Pledge District, would impair or reduce its Payment Obligation or any other of the Pledge District's obligations hereunder.

(c) The Districts shall keep and maintain, or cause to be kept and maintained, accurate records and accounting entries reflecting all moneys received or delivered pursuant to this Agreement and the use(s) of such moneys.

(d) The Pledge District will maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might impair its obligations hereunder, and the Pledge District will continue to operate and manage the Pledge District in an efficient and economical manner in accordance with all applicable laws, rules, and regulations.

(e) At least once a year the Pledge District will cause an audit to be performed of the records relating to its revenues and expenditures, and the Pledge District shall use its best commercially reasonable efforts to have such audit report completed no later than September 30 of each calendar year. The foregoing covenant shall apply notwithstanding

any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Pledge District will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(f) At least once a year District No. 4 will cause an audit to be performed of the records relating to its revenues and expenditures, and District No. 4 shall use its best commercially reasonable efforts to have such audit report completed no later than September 30 of each calendar year. The foregoing covenant shall apply notwithstanding any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, District No. 4 will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(g) The Districts will carry general liability, public officials' liability, and such other forms of insurance coverage on insurable property of the Districts upon the terms and conditions as in the judgment of each of the Districts would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the Districts and their operations, respectively.

(h) Each official of the Districts or other person having custody of any funds of the Districts or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

(i) The Pledge District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and transfers as District No. 4 as may reasonably be required for the better assuring, transferring, and pledging unto District No. 4 the District No. 2 Capital Revenue.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of the Districts. Each of the Districts hereby makes the following representations and warranties to the best of its knowledge:

(a) ***Pledge District.***

(i) The Pledge District is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(ii) The Pledge District has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. The Pledge District's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) The Pledge District is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the Pledge District to perform its obligations hereunder. The execution, delivery and performance by the Pledge District of its obligations under this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the Pledge District in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the Pledge District pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the Pledge District is a party or which purports to be binding upon Pledge District, or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) The Pledge District has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the Pledge District of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which the Pledge District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the Pledge District, threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the Pledge District is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the Pledge District to perform its obligations under, this Agreement.

(vi) This Agreement constitutes a valid and binding obligation of the Pledge District, legally enforceable against the Pledge District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

(vii) The lien of this Agreement on the District No. 2 Capital Revenue is a superior and exclusive pledge and has priority over any and all other obligations and liabilities of the Pledge District which purport to pledge or assign the District No. 2 Capital Revenue or any portion thereof.

(b) ***District No. 4.***

(i) District No. 4 is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(ii) District No. 4 has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. District No. 4's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) District No. 4 is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of District No. 4 to perform its obligations hereunder. The execution, delivery and performance by District No. 4 of this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of District No. 4 in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of District No. 4 pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which District No. 4 is a party or which purports to be binding upon District No. 4 or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) District No. 4 has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by District No. 4 of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which District No. 4 is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of District No. 4 threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of District No. 4 is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of District No. 4 to perform its obligations under, this Agreement.

ARTICLE IV

NON-COMPLIANCE AND REMEDIES

Section 4.01. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an “Event of Non-Compliance” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

- (a) The Pledge District fails or refuses to impose the Capital Levy;
- (b) The Pledge District fails or refuses to collect and enforce the ad valorem property tax revenue derived from imposition of the Capital Levy or the Specific Ownership Tax revenue allocable thereto
- (c) The Pledge District fails to remit the District No. 2 Capital Revenue as required by the terms of this Agreement;
- (d) any representation or warranty made by any party to this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompletion would have a material adverse effect upon any other party to this Agreement;
- (e) the Pledge District’s pledge of the District No. 2 Capital Revenue for the purposes stated herein fails to be enforceable with the priority required hereunder;
- (f) any party to this Agreement materially fails in the performance of any other of its covenants in this Agreement, and such material failure continues for 60 days after receipt of written notice from the other party specifying such default and requiring the same to be remedied;
- (g) the Pledge District commences proceedings for dissolution or consolidation with another metropolitan district during the term of this Agreement; or
- (h) (i) any party to this Agreement shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party

shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

Section 4.02. Remedies For Events of Non-Compliance. Subject to Section 2.07 hereof, upon the occurrence and continuance of an Event of Non-Compliance, any party may proceed to protect and enforce its rights against the party or parties causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of Revenue. The creation, perfection, enforcement, and priority of the Pledge District's pledge of the District No. 2 Capital Revenue under this Agreement for the purpose of performing its Payment Obligation hereunder shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The District No. 2 Capital Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against Pledge District irrespective of whether such persons have notice of such lien.

Section 5.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the District No. 2 Board or any officer or agent of the Pledge District acts in good faith, no civil recourse shall be had against such member, officer, or agent for payment or performance of the Pledge District's Payment Obligation hereunder. Such recourse shall not be available either directly or indirectly against the Pledge District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, District No. 4 and, by execution of the 2021/2022 Governing Instruments, the lender of the 2021 Refunding Loan and the owners of the 2022 Subordinate Bonds, specifically waive any such recourse.

Section 5.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement is executed and delivered pursuant to certain provisions of the Supplemental Act, and this recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 5.04. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than thirty days after the authorization of this Agreement.

Section 5.05. Notices. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

Pledge District: Anthology West Metropolitan District No. 2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristen Bear, Esq.

District No. 4: Anthology West Metropolitan District No. 4
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristen Bear, Esq.

Each with a copy to: White Bear Ankele Tanaka & Waldron Professional Corporation
12154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Kristen Bear, Esq.

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one day after hand delivery or three days after mailing. Any written notice so provided may change the address to which future notices shall be sent.

Section 5.06. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties.

(d) This Agreement shall be governed by and construed under the applicable laws of the State.

(e) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties.

(f) Each party has participated fully in the review and creation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(i) The Districts shall have the right to access and review each other's records and accounts, on reasonable times during District's regular office hours, for purposes of determining compliance by the Districts with the terms of this Agreement. Such access shall be subject to the provisions of Public Records Act of the State of Colorado contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(j) The Pledge District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 5.07. Third Party Beneficiaries. The Pledge District acknowledges that third parties may provide financial commitments and security for the 2021/2022 Obligations and, as a result, such third parties, if any, shall be entitled to rely on the Payment Obligation of the Pledge District hereunder. Accordingly, it is acknowledged by the Districts that the lender of the 2021 Refunding Loan and the trustee for the 2022 Subordinate Bonds (for the benefit of the owners of the 2022 Subordinate Bonds) shall each be a third party beneficiary hereunder, but solely with respect to the Pledge District's Payment Obligation and the obligations of the Pledge District hereunder to (i) impose the Capital Levy; (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto; and (iii) pay or cause the payment of the District No. 2 Capital Revenue to or at the direction of District No. 4 as provided herein. Nothing in this Section 5.07 or elsewhere in this Agreement shall be construed as giving any third-party beneficiary any rights other than as specified in the preceding sentence. In no event shall any third-party beneficiary of this Agreement have any right of prior consent to

any amendments hereto. It is intended that there be no third party beneficiaries of this Agreement other than the third party beneficiaries specifically named in this Section 5.07 and nothing contained herein, expressed or implied, is intended to give to any person any claim, remedy, or right under or pursuant hereto (other than such named third party beneficiaries and then only as specified in this Section 5.07, and any agreement, condition, covenant, or term contained herein required to be observed or performed by or on behalf of any party hereto shall be for the sole and exclusive benefit of the other party.

Section 5.08. Effective Date and Termination Date. This Agreement shall become effective on the Effective Date, and shall remain in effect until the Termination Date.

IN WITNESS WHEREOF, authorized officers of the Pledge District and District No. 4 have executed this Revenue Pledge Agreement as of the day and year first above written.

ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 2

By _____
President

[SEAL]

ATTEST:

Secretary

ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 4

By _____
President

[SEAL]

ATTEST:

Secretary

[Signature Page to Revenue Pledge Agreement]

RESOLUTION NO. 21-054, Series of 2021

TITLE: A RESOLUTION APPROVING THE FORM OF REVENUE PLEDGE AGREEMENT BETWEEN ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 4 AND ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 2

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 16-024 adopted on April 4, 2016, the Town Council of the Town of Parker (the "Town Council") approved the Consolidated Service Plan (the "Service Plan") dated March 21, 2016 for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2), Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3), Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West and Anthology West Metropolitan District No. 6.

B. Pursuant to Section X of the Service Plan, all intergovernmental agreements proposed regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution thereof.

C. In anticipation of the issuance by Anthology West Metropolitan District No. 4 of its Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2021, and its Subordinate Limited Tax General Obligation Bonds, Series 2022, to the repayment of which Anthology West Metropolitan District No. 2 shall pledge its District No. 2 Capital Revenue (as that term is defined in the proposed Revenue Pledge Agreement), the Anthology West Metropolitan District No. 4 ("District 4") and Anthology West Metropolitan District No. 2 ("District 2" or, collectively, the "Districts") have submitted to the Town a proposed form of Revenue Pledge Agreement, which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

D. Pursuant to state statute, the Town of Parker Municipal Code and the Service Plan, the Town Council has authority to review the proposed Revenue Pledge Agreement.

E. The Town Council has reviewed the proposed Revenue Pledge Agreement and the related information submitted by and on behalf of the Districts in connection therewith and, based upon the representations of the Districts set forth in the proposed Revenue Pledge Agreement and in such related information, the Town Council has determined to adopt this resolution approving the execution by the Districts of the form of the proposed Revenue Pledge Agreement.

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

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the Districts, including the representations set forth in the proposed Revenue Pledge Agreement and in the related information submitted by and on behalf of the Districts in connection therewith, the Town Council of the Town of Parker hereby authorizes the Districts to execute the Revenue Pledge Agreement substantially in the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Revenue Pledge Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Service Plan or any intergovernmental agreement between the Town and the Districts. Further, Town approval herein of the form of the Revenue Pledge Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including without limitation the Approved Development Plan (as defined in the Service Plan), which remain in full force and effect in accordance with their terms. Town approval herein of the form of the Revenue Pledge Agreement shall not be construed as a waiver of any of the Town's rights or remedies under the Service Plan, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the Revenue Pledge Agreement.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

REVENUE PLEDGE AGREEMENT

This **REVENUE PLEDGE AGREEMENT** (this “Agreement”) is entered into on this ____ day of _____, 2021 between **ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 4**, in the Town of Parker, Douglas County, Colorado (the “Issuing District” or “District No. 4”), a quasi-municipal corporation and political subdivision of the State of Colorado, and **ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 2**, in the Town of Parker, Douglas County, Colorado (“District No. 2” or the “Pledge District”), a quasi-municipal corporation and political subdivision of the State of Colorado. This Agreement shall take effect as of the Effective Date, as defined herein.

All capitalized terms used in the recitals below and not otherwise defined shall have the meanings assigned to such terms in Section 1.02 hereof.

RECITALS

WHEREAS, the Issuing District and District No. 2 (collectively, the “Districts”) are duly organized and existing as metropolitan districts under the constitution and laws of the State of Colorado (the “State”), including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Issuing District was organized pursuant to the Order and Decree Organizing Anthology West Metropolitan District No. 4 approved by the Douglas County District Court on May 19, 2016 and recorded with the County Clerk and Recorder on June 30, 2016 at Reception No. 2016042450; and

WHEREAS, District No. 2 was originally organized pursuant to an Order and Decree Creating District In Re the Organization of the Cherry Creek South Metropolitan District No. 2 of the District Court in and for Douglas County, Colorado entered on April 30, 1985, as amended by the Second Amended Order of the Court entered on May 20, 1985 and recorded with the County Clerk and Recorder on January 20, 1985 in Book 580 at Page 869 and at Reception No. 355885 (as so originally named, and during the period in which such district operated under such name, the “CCSMD No. 2”); and

WHEREAS, pursuant to an Order for Name Change of District of the District Court in and for Douglas County, Colorado entered on August 22, 2016 and recorded with the Douglas County Clerk and Recorder on August 31, 2016 at Reception No. 2016059710, CCSMD No. 2’s name was changed from “Cherry Creek South Metropolitan District No. 2” to “Anthology West Metropolitan District No. 2;” and

WHEREAS, the Districts operate under and within the limitations of the Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 2 and Cherry Creek South Metropolitan District No. 3 and Consolidated Service Plan for Cherry Creek South Metropolitan District No. 2 and Cherry Creek South Metropolitan District No. 3 and Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6, dated March 21, 2016 and approved by the Town Council of

the Town of Parker pursuant to Resolution No.16-024, Series 2016, adopted on April 4, 2016 (the “Service Plan”); and

WHEREAS, the Districts are authorized by the Special District Act to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public facilities including, but not limited to, streets, traffic and safety, drainage and storm sewer, water, sanitation, and parks and recreation improvements, subject to any limitation of their Service Plan; and

WHEREAS, under their Service Plan, the Districts are intended to work together and coordinate their efforts with respect to the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements (as defined in the Service Plan), and the primary purpose of the Districts is to provide for such Public Improvements; and

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, pursuant to the Mill Levy Equalization and Pledge Agreement (the “Mill Levy Equalization Agreement”) entered into on January 1, 2017 by and among the Pledge District; Anthology West Metropolitan District No. 3 (formerly known as Cherry Creek South Metropolitan District No. 3) (“District No. 3”); District No. 4; Anthology West Metropolitan District No. 5 (“District No. 5”); and Anthology West Metropolitan District No. 6 (“District No. 6”) (collectively, the “Anthology Districts”), the Anthology Districts agreed upon the imposition of a uniform mill levy throughout the Anthology Districts for the purpose of paying obligations issued by any of District Nos. 2, 3, 4 and 5 (within the meaning of the Mill Levy Equalization Agreement, the “Taxing Districts”) for the purpose of financing Public Improvements (collectively, the “Anthology District Bonds”); reimbursing or otherwise paying obligations to Anthology Recovery Acquisition, LLC; and paying the administrative and operations costs of the Anthology Districts and the Public Improvements; and

WHEREAS, pursuant to a Settlement Agreement, Covenant Not-To-Sue and Mutual Release dated August 5, 2013 entered into in connection with Civil Action No. 10-cv-02216-WJM-KLM (the “Case”), which agreement was made a binding order of the United States District Court for the District of Colorado (the “U.S. District Court”) on September 20, 2013, District No. 2 (then known as Cherry Creek South Metropolitan District No. 2) issued a General Obligation Limited Tax Bond, Series 2014 to Stroh Ranch Development, LLC on January 3, 2014 in the original aggregate principal amount of \$1,850,000 (the “Prior 2014 Bonds”), and the Case was closed by the U.S. District Court; and

WHEREAS, at the time the Prior 2014 Bonds were issued, the boundaries of District No. 2 consisted of, in broad terms and subject to certain exceptions, the property within the current boundaries of District No. 2 (being the Pledge District) and District No. 4 (being the Issuing District); and

WHEREAS, subsequent to the issuance of the Prior 2014 Bonds (but prior to its name change to Anthology Metropolitan District No. 2), the Board of Directors of District No. 2 (the “District No. 2 Board”) excluded certain property from the boundaries of District No. 2 (the “Excluded Property”) pursuant to an exclusion order entered on June 22, 2016 and recorded on June 29, 2016; and

WHEREAS, the Excluded Property, in addition to a small directors’ parcel of land, now comprise the boundaries of District No. 4 (being the Issuing District); and

WHEREAS, the Issuing District issued its \$6,440,000 General Obligation Limited Tax Bonds, Series 2018 (the “Prior 2018 Bonds”) pursuant to an Indenture of Trust dated January 19, 2018 between the District and UMB Bank, n.a., as trustee, and the electoral authorization obtained at an election of the eligible electors of the Issuing District duly called and held on November 2, 2004 (the “Issuing District Election”); and

WHEREAS, the Prior 2014 Bonds bear interest at a per annum rate of 4.00% until December 15, 2024, at which time such interest rate will increase to a per annum rate of 6.00%; and

WHEREAS, the Prior 2018 Bonds bear interest at a per annum rate of 6.00%; and

WHEREAS, after review of the facts and consideration of the circumstances, the Board of Directors of the Issuing District (the “District No. 4 Board”) and the District No. 2 Board have each determined that it is desirable to enter into a refunding program at this time with respect to the Prior 2014 Bonds and the Prior 2018 Bonds (collectively, the “Refunded Bonds”) for the purpose of refinancing such indebtedness at lower rates of interest; and

WHEREAS, for the purposes of refunding the Refunded Bonds, the Issuing District is incurring the indebtedness of a Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2021 (the “2021 Refunding Loan”), which is to bear interest at a rate per annum of _____; * and

WHEREAS, in addition, for the purposes of financing a portion of the costs of the acquisition, construction and installation of the public facilities the debt for which was approved at the Issuing District Election (the “Public Improvements”), the Issuing District is also issuing its Subordinate Limited Tax General Obligation Bonds, Series 2022 (the “2022 Improvement Bonds”); and

WHEREAS, the Issuing District will impose in each year a debt service mill levy for the purposes of paying and securing the 2021 Refunding Loan and the 2022 Improvement Bonds (“Issuing District Debt Service Revenue”); and

WHEREAS, inasmuch as the Issuing District is incurring indebtedness for the purposes of refunding District No. 2’s Prior 2014 Bonds, the Issuing District Board and the District No. 2

* The interest rate on the 2021 Refunding Loan will be a fixed rate equal to the 10-year treasury rate plus 2.00% (computed as of the date such rate is fixed, which may be done up to 30 days prior to closing at no cost), which rate was 3.50% as of October 4, 2021; provided that such rate shall not be lower than 3.25% per annum.

Board have determined that it is fair and equitable for District No. 2 to undertake an obligation to impose a debt service mill levy each year and pay the revenue derived therefrom to, or at the direction of, the Issuing District for application by the Issuing District, in combination with the Issuing District Debt Service Revenue, to the payment of the 2021 Refunding Loan; and

WHEREAS, in addition, the Public Improvements to be financed with proceeds of the Issuing District's 2022 Improvement Bonds are improvements benefitting both District No. 2, its residents, occupants, taxpayers and property owners, and the Issuing District, its residents, occupants, taxpayers and property owners; and, accordingly, the Issuing District Board and the District No. 2 Board have determined that it is fair and equitable for District No. 2 to undertake an obligation to impose a debt service mill levy each year and pay the revenue derived therefrom to or at the direction of the Issuing District for application by the Issuing District, in combination with the Issuing District Debt Service Revenue, to the payment of the 2022 Improvement Bonds; and

WHEREAS, at an election of the eligible electors of District No. 2 duly called and held on Tuesday, November 2, 2004 (the "District No. 2 Election"), a majority of those eligible to vote and voting at the District No. 2 Election voted in favor of, *inter alia*, the issuance of indebtedness by District No. 2 and the imposition of taxes for the payment thereof, for the purpose of providing public improvements and for the refunding of such indebtedness, including intergovernmental agreements constituting multiple fiscal year financial obligations of District No. 2, all in the amounts shown below:

Purpose	Principal Amount
Streets	\$ 37,560,000
Parks and Recreation	59,280,000
Sanitation	14,280,000
Water	<u>8,880,000</u>
TOTAL PUBLIC IMPROVEMENTS	\$120,000,000
Operations and Maintenance	10,000,000
Refunding	<u>130,000,000</u>
Intergovernmental Agreements	*
GRAND TOTAL	<u>\$260,000,000</u>

; and

WHEREAS, the returns of the District No. 2 Election were duly canvassed and the result thereof was duly declared; and

* Ballot Question 5I provides that District No. 2 shall be authorized to enter into one or more intergovernmental agreements with the State of any political subdivision of the State (including the Issuing District) for the purpose of jointly financing the costs of any public improvements, facilities, systems, programs or projects which District No. 2 may lawfully provide, and that such intergovernmental agreements may constitute a debt or indebtedness and multiple-fiscal year obligation of District No. 2.

WHEREAS, the results of the District No. 2 Election were certified by District No. 2 by certified mail to the Town Council of the Town, being the governing body of the municipality that has adopted a resolution of approval of District No. 2 pursuant to Section 32-1-204.5, C.R.S., and a copy of such certification was filed with the division of securities created by Section 11- 51-701, C.R.S., all within forty-five days after the District No. 2 Election; and

WHEREAS, in connection with the Prior 2018 Bonds, District No. 2 entered into that certain Revenue Pledge Agreement dated January 19, 2018 (the “Prior District No. 2 Pledge Agreement”), pursuant to which District No. 2 agreed to impose a debt service mill levy and transfer the revenue derived therefrom to the Issuing District for the purpose of paying the Prior 2018 Bonds; and

WHEREAS, upon the execution and delivery of this Agreement by District No. 2 and the Issuing District, the Prior District No. 2 Pledge Agreement will concurrently be terminated and cancelled, and forthwith this Agreement will govern the obligations of District No. 2 regarding the imposition of a debt service mill levy and the transferring to the Issuing of the revenue derived therefrom; and

WHEREAS, the District No. 2 Board has determined to allocate the indebtedness of District No. 2 represented by this Agreement to the “Intergovernmental Agreements” category of indebtedness authorized at the District No. 2 Election in an amount equal to the total amount of District No. 2 Capital Revenue actually collected by District No. 2 and paid to the Issuing District, and such allocation shall be made annually in the District No. 2’s audited financial statements; and

WHEREAS, the Service Plan defines “Debt” as bonds or other obligations for the payment of which a District (as defined in the Service Plan, which includes District No. 2) has promised to impose an ad valorem property tax mill levy; and

WHEREAS, while District No. 2 is promising to impose an ad valorem property tax mill levy hereunder, and while this Agreement constitutes “indebtedness” within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) because it constitutes a multiple fiscal year financial obligation of District No. 2 within the meaning of TABOR, this Agreement shall *not* require an allocation of the Debt Limit (as defined in the Service Plan) under the Service Plan because the obligations of District No. 2 hereunder provide security for the 2021 Refunding Loan and 2022 Subordinate Bonds being issued by the Issuing District, and all of the aggregate principal amounts of the 2021 Refunding Loan and 2022 Subordinate Bonds are to be applied to the reduction of the available Debt Limit under the Service Plan; accordingly, were this Agreement applied to the reduction of the Debt Limit under the Service Plan it would constitute “double-counting” indebtedness of the Districts under the Service Plan Debt Limit; and

NOW THEREFORE, the Districts have determined that the execution of this Agreement for the purposes aforesaid is in the best interests of District No. 2, its residents, occupants, taxpayers and property owners, and the Issuing District, its residents, occupants, taxpayers and property owners.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized in the text of this Agreement shall have the respective meanings set forth below:

“*2021/2022 Governing Instrument*” means the resolution, indenture, agreement or other instrument(s) governing the issuance and repayment terms of such 2021/2022 Obligations.

“*2021/2022 Obligations*” means, collectively, the 2021 Refunding Loan and the 2022 Subordinate Bonds.

“*Agreement*” means this Revenue Pledge Agreement as the same may be amended from time to time in accordance with the provisions hereof and of the applicable 2021/2022 Governing Instruments.

“*Anthology Districts*” means, collectively, the Pledge District; District No. 3; District No. 4; District No. 5 and District No. 6.

“*Capital Levy*” means:

(a) Subject to the paragraph (b) of this definition, “Capital Levy” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Pledge District each year in the amount of 35 mills *less* the Operations Levy; *provided, however* that if, on or after January 1, 2000 (being the date specified in the Service Plan) there are or were changes in the ratio of actual valuation to assessed valuation pursuant to Article X, Section 3(1)(b) of the Colorado Constitution and legislation implementing such Section, such mill levy shall be increased or decreased to offset such change, such mill levy increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by such mill levy are neither diminished nor enhanced as a result of such changes.

As a result of changes in the ratio of actual valuation to assessed valuation occurring on or after January 1, 2000, the 35 mills stated above is, as of the date of this Agreement, 47.678 mills.

(b) Notwithstanding anything herein to the contrary, in no event may the Capital Levy be established at a mill levy which would, when combined with the Operations Levy, constitute a material departure from the requirements of the Service Plan or cause the Pledge District to derive tax revenue in any year in excess of the

maximum tax increases permitted by the Pledge District's electoral authorization, and if the Capital Levy, when combined with the Operations Levy, as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Pledge District's electoral authorization or create a material departure from the Service Plan, , the Capital Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Service Plan occurs.

"C.R.S." means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

"*District No. 2*" or "*Pledge District*" means Anthology West Metropolitan District No. 2 (formerly known as Cherry Creek South Metropolitan District No. 2), in the Town of Parker, Douglas County, Colorado.

"*District No. 2 Board*" or "*Pledge District Board*" means the Board of Directors of the Pledge District.

"*District No. 2 Capital Revenue*" means the moneys derived by the Pledge District from the following sources, net of any costs of collection:

(a) the Capital Levy; and

(b) the portion of the Specific Ownership Tax which is collected as a result of imposition of the Capital Levy.

"*District No. 2 Election*" means the election held within the Pledge District on November 2, 2004.

"*District No. 3*" means Anthology West Metropolitan District No. 3, in the Town of Parker, Douglas County, Colorado.

"*District No. 4*" or the "*Issuing District*" means Anthology West Metropolitan District No. 4, in the Town of Parker, Douglas County, Colorado.

"*District No. 4 Board*" or "*Issuing District Board*" means the Board of Directors of District No. 4.

"*District No. 4's Assessed Value*" means, for each levy year, the final assessed valuation of all taxable property in District No. 4 certified by the appropriate county assessor on or about December 10 of such year.

"*District No. 5*" means Anthology West Metropolitan District No. 5, in the Town of Parker, Douglas County, Colorado.

"*District No. 6*" or "*Operating District*" means Anthology West Metropolitan District No. 6, in the Town of Parker, Douglas County, Colorado.

“Districts” means, collectively, the Pledge District and District No. 4.

“Effective Date” means the date on which District No. 4 closes the 2021 Refunding Loan.

“Issuing District” or *“District No. 4”* means Anthology West Metropolitan District No. 4, in the Town of Parker, Douglas County, Colorado.

“Issuing District Election” means the election of the eligible electors of the Issuing District duly called and held on November 2, 2004.

“Maximum Debt Mill Levy Imposition Term” has the meaning ascribed to such term in the Service Plan.

“Mill Levy Equalization and Pledge Agreement” means the Mill Levy Equalization and Pledge Agreement dated January 1, 2017 by and among the Districts, as amended pursuant to the First Amendment to Mill Levy Equalization and Pledge Agreement dated September 25, 2019, as the same may be further amended from time to time, subject to the provisions hereof.

“Operating District” or *“District No. 6”* means Anthology West Metropolitan District No. 6, in the Town of Parker, Douglas County, Colorado.

“Operations Cost Allocation” means, for any particular tax levy year, each of District No. 4’s and the Pledge District’s allocated share of the Operations Expenses for the related collection year, computed as a percentage of such Operations Expenses, where the percentages used to compute such allocated shares are in proportion to the relative amounts of District No. 4’s Assessed Value and the Pledge District’s Assessed Value in such levy year. *By way of example*, if, in a particular tax levy year, the sum of District No. 4’s Assessed Value and the Pledge District’s Assessed Value equals \$10,000,000, and District No. 4’s Assessed Value is \$3,000,000 and the Pledge District’s Assessed Value is \$7,000,000, then District No. 4’s Operations Cost Allocation for that levy year shall be 30% of the total Operations Expenses budgeted for the related collection year and the Pledge District’s Operations Cost Allocation for that levy year shall be 70% of the total Operations Expenses budgeted for the related collection year.

“Operations Expenses” means, with respect to each tax collection year, the amount reasonably determined by the Operating District as being necessary to pay the Districts’ annual administrative and operations expenses for such year as established in the Districts’ approved budgets for such tax collection year (being the budgets on which mill levies to be certified in the corresponding levy year are determined), but not in excess of the Operations Annual Cost Allowance.

“Operations Annual Cost Allowance” means: (i) for levy year 2021 (for collection in 2022), the amount of \$105,100; and (iii) for each levy year thereafter, an additional 1.00%.

“Operations Levy” means, with respect to any particular levy year, the number of mills necessary to produce the dollar amount of the Pledge District’s Operations Cost Allocation for the same levy year.

“Payment Obligation” has the meaning assigned to such term in Section 2.04(c) hereof.

“Pledge District” or *“District No. 2”* means Anthology West Metropolitan District No. 2 (formerly known as Cherry Creek South Metropolitan District No. 2), in the Town of Parker, Douglas County, Colorado.

“Pledge District’s Assessed Value” means, for each levy year, the final assessed valuation of all taxable property in the Pledge District certified by the appropriate county assessor on or about December 10 of such year.

“Prior 2014 Bonds” mean the General Obligation Limited Tax Bonds, Series 2014, dated January 3, 2014, issued in the aggregate principal amount of \$1,850,000 by District No. 2.

“Prior 2018 Bonds” means the General Obligation Limited Tax Bonds, Series 2018, issued by District No. 4 (being the Issuing District), in the aggregate principal amount of \$6,440,000 pursuant to an Indenture of Trust dated January 19, 2018 between the District and UMB Bank, n.a., as trustee.

“Refunded Bonds” means the Prior 2014 Bonds and the Prior 2018 Bonds.

“Service Plan” has the meaning set forth in the recitals hereof.

“Specific Ownership Tax Revenues” means the specific ownership taxes remitted to the Pledge District pursuant to Section 42-3-107, C.R.S., or any successor statute.

“State” shall mean the State of Colorado.

“Supplemental Act” shall mean the Supplemental Public Securities Act, Sections 11-57-201, et seq., C.R.S., as the same may be amended from time to time.

“Termination Date” means the first date on which no 2021/2022 Obligations are outstanding within the meaning of the applicable 2021/2022 Governing Instrument(s).

Section 1.02. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and, except for use of the term “hereof” where the context so indicates, such terms shall not refer to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement; and the term “hereafter” means after the date of execution of this Agreement.

All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in Section 1.01 hereof.

Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

ARTICLE II

PAYMENT AND CAPITAL LEVY OBLIGATIONS

Section 2.01. Electoral Authorization.

(a) ***Election.*** The voted authorization for the Pledge District to incur debt and the total maximum repayment cost relating thereto was approved at the Election as required by Article X, Section 20 of the Colorado Constitution.

(b) ***Allocation of Voted Authorization.*** The indebtedness represented by this Agreement shall be allocated to the category of indebtedness that was approved at the Election as specifically provided in the resolution to be adopted by the Pledge District Board authorizing the execution and delivery of this Agreement and the performance of the Pledge District hereunder. Such resolution shall also set forth the Pledge District's Board determination that the amount of indebtedness to be so allocated shall be that amount equal to the total amount of District No. 2 Capital Revenue actually collected by the Pledge District and paid to District No. 4 under this Agreement, and the Pledge District covenants and agrees that it shall make (or cause to be made) the necessary allocations annually in the Pledge District's audited financial statements. Accordingly, the performance by the Pledge District of its obligations under this Agreement in accordance with the terms hereof requires no further electoral approval.

(c) ***Limits of Electoral Authorization.*** In no event shall the total or annual obligations of the Pledge District hereunder exceed the maximum amounts permitted under the Election. Upon payment by the Pledge District hereunder of the maximum amounts authorized by the Election, the obligations of the Pledge District under this Agreement will be deemed defeased and no longer outstanding.

Section 2.02. Financing and Refinancing of Public Improvements. District No. 4 shall issue the 2021 Refunding Loan for the purpose of refunding the Refunded Bonds at a lower interest rate. District No. 4 shall issue the 2022 Subordinate Bonds for the purpose of financing Public Improvements for the benefit of the property owners, occupants, and taxpayers of the Districts. The Pledge District hereby acknowledges and agrees that the performance of its obligations hereunder are in furtherance of its obligations as a "Taxing District" under the Mill Levy Equalization Agreement, which benefits the property owners, occupants, and taxpayers of the Districts.

Section 2.03. Prepayment Prohibited. Because the actual dollar amount of the Pledge District's obligations hereunder cannot be ascertained with any certainty at any time, the Pledge District shall not be permitted to prepay its obligations hereunder.

Section 2.04. Pledge; Nature of Obligations.

(a) **Limited Tax General Obligation.** The obligations of the Pledge District to (i) impose the Capital Levy and (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto shall constitute a limited tax general obligation of the Pledge District.

(b) **Multiple Fiscal Year Financial Obligation.** This Agreement shall constitute a multiple fiscal year financial obligation of the Pledge District within the meaning of Article X, Section 20 of the Colorado Constitution.

(c) **Pledge.** The Pledge District hereby pledges and assigns to District No. 4 all District No. 2 Capital Revenue for the purpose of securing the 2021/2022 Obligations. District No. 4 shall pledge its interest in and to the District No. 2 Capital Revenue to secure and pay the 2021/2022 Obligations.

(d) **Payment Obligation.** The obligation of the Pledge District to pay all District No. 2 Capital Revenue as provided herein (the "Payment Obligation") shall constitute an irrevocable first priority lien, but not necessarily an exclusive such lien, upon the District No. 2 Capital Revenue. The Pledge District hereby elects to apply all of the provisions of the Supplemental Act to its Payment Obligation under this Agreement and to the pledge of the District No. 2 Capital Revenue securing such obligation.

(e) **Remittance of District No. 2 Capital Revenue.** All District No. 2 Capital Revenue shall be remitted to or at the direction of District No. 4 promptly upon the receipt by District No. 2 thereof. District No. 4 shall from time to time provide written instructions to the Pledge District with directions as to the remittance of the District No. 2 Capital Revenue. District No. 4 shall apply all District No. 2 Capital Revenue received by it under this Agreement solely to the payment of the 2021/2022 Obligations in accordance with the 2021/2022 Governing Instruments applicable to such obligations and to no other purpose.

(f) **Exclusive Obligations.** The Pledge District acknowledges and agrees that its obligations under this Agreement with respect to the District No. 2 Capital Revenue run exclusively to District No. 4 for the benefit of the lender of the 2021 Refunding Loan and the owners of the 2022 Subordinate Bonds, and there is no prior or superior lien on the District No. 2 Capital Revenue other than the lien thereon of District No. 4 pursuant to this Agreement.

Section 2.05. Covenant to Impose Capital Levy.

(a) For the purpose of providing funds for payment of the 2021/2022 Obligations and performing its Payment Obligation hereunder, the Pledge District covenants to cause to be levied on all of the taxable property of the Pledge District, in addition to all other taxes, direct annual taxes in each of the years 2021 through and including 20____, (and, to the extent necessary to make up any overdue payments on the 2021/2022 Obligations, in each year subsequent to 20____, but not beyond the Maximum Debt Mill Levy Imposition Term to the extent limited by the Service Plan) in the amount

of the Capital Levy. Nothing herein shall be construed to require the Pledge District to levy an ad valorem property tax in an amount in excess of the Capital Levy.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the District No. 2 Board to the board or boards of county commissioners of each county in which taxable real or personal property of the Pledge District is located, showing the aggregate amount of taxes to be levied from time to time, as required by law, for the purposes aforesaid.

(c) It shall be the duty of the District No. 2 Board, annually, at the time and in the manner provided by law for levying other Pledge District taxes, to ratify and carry out the provisions hereof with reference to the levying and collection of taxes; and the District No. 2 Board shall levy, certify, and collect said taxes in the manner provided by law for the purposes aforesaid.

(d) Said taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to the Pledge District as provided by law, for subsequent payment to or at the direction of District No. 4 as provided herein. The District No. 2 Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Agreement.

Section 2.06. No Impairment; Reliance of Third Parties.

(a) ***Appropriation.*** The sums herein required to pay the District No. 2 Capital Revenue to or at the direction of District No. 4 hereunder are hereby appropriated for that purpose, and said amounts for each applicable year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the District No. 2 Board in each applicable year or years while the 2021/2022 Obligations are outstanding. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Pledge District to (i) impose the Capital Levy; (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto; or (iii) pay or cause the payment of the District No. 2 Capital Revenue to or at the direction of District No. 4 as provided herein.

(b) ***Timely Remittance; Third Parties.*** The Pledge District acknowledges that third parties may provide financial commitments and additional security for the 2021/2022 Obligations and, as a result, shall be entitled to rely on the Payment Obligation of the Pledge District. Accordingly, it is acknowledged by the Districts that the purpose of this Section 2.06(b) is to ensure that the Pledge District will remit the District No. 2 Capital Revenue due hereunder in a timely manner in order to pay the 2021/2022 Obligations when due under the applicable 2021/2022 Governing Instrument.

(c) ***Survival of Payment Obligation.*** In addition, and without limiting the generality of the foregoing, the Payment Obligation of the Pledge District shall survive any court determination of the invalidity of this Agreement as a result of a failure, or

alleged failure, of any of the directors of the Districts to properly disclose, pursuant to Colorado law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of Districts' meetings as set forth in their official minutes.

Section 2.07. Limited Defenses; Specific Performance. It is understood and agreed by the Pledge District that its obligations hereunder are absolute, irrevocable, and unconditional and so long as this Agreement has not been terminated, the Pledge District agrees that, notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its obligations hereunder, or take or fail to take any action which would delay performance of such obligations. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of the Pledge District, in the event that the Pledge District reasonably believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.07, it shall, nevertheless, (i) impose the Capital Levy; (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto; and (iii) pay or cause the payment of the District No. 2 Capital Revenue to or at the direction of District No. 4 as provided herein, and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 2.08. Future Exclusion of Property. The Pledge District shall not exclude nor consent to the exclusion of any taxable property from within its boundaries unless 100% of the property owners of such proposed excluded property agree in writing to the imposition of the Capital Levy upon their respective property as provided in this Agreement.

Section 2.09. Additional Covenants.

(a) The Pledge District will not issue or incur bonds, notes, or other obligations payable in whole or in part from, or constituting a lien upon, and will not otherwise assign or pledge the District No. 2 Capital Revenue or any portion thereof except as provided in this Agreement.

(b) The Pledge District shall not enter into agreement, or amend or supplement or consent to the amendment or supplement of any agreement to which it is a party or by which it or its property is bound which, in the reasonable judgment of the Pledge District, would impair or reduce its Payment Obligation or any other of the Pledge District's obligations hereunder.

(c) The Districts shall keep and maintain, or cause to be kept and maintained, accurate records and accounting entries reflecting all moneys received or delivered pursuant to this Agreement and the use(s) of such moneys.

(d) The Pledge District will maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might impair its obligations hereunder, and the Pledge District will continue to operate and manage the Pledge District in an efficient and economical manner in accordance with all applicable laws, rules, and regulations.

(e) At least once a year the Pledge District will cause an audit to be performed of the records relating to its revenues and expenditures, and the Pledge District shall use its best commercially reasonable efforts to have such audit report completed no later than September 30 of each calendar year. The foregoing covenant shall apply notwithstanding any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Pledge District will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(f) At least once a year District No. 4 will cause an audit to be performed of the records relating to its revenues and expenditures, and District No. 4 shall use its best commercially reasonable efforts to have such audit report completed no later than September 30 of each calendar year. The foregoing covenant shall apply notwithstanding any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, District No. 4 will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(g) The Districts will carry general liability, public officials' liability, and such other forms of insurance coverage on insurable property of the Districts upon the terms and conditions as in the judgment of each of the Districts would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the Districts and their operations, respectively.

(h) Each official of the Districts or other person having custody of any funds of the Districts or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

(i) The Pledge District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and transfers as District No. 4 as may reasonably be required for the better assuring, transferring, and pledging unto District No. 4 the District No. 2 Capital Revenue.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of the Districts. Each of the Districts hereby makes the following representations and warranties to the best of its knowledge:

(a) ***Pledge District.***

(i) The Pledge District is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(ii) The Pledge District has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. The Pledge District's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) The Pledge District is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the Pledge District to perform its obligations hereunder. The execution, delivery and performance by the Pledge District of its obligations under this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the Pledge District in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the Pledge District pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the Pledge District is a party or which purports to be binding upon Pledge District, or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) The Pledge District has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the Pledge District of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which the Pledge District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the Pledge District, threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the Pledge District is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the Pledge District to perform its obligations under, this Agreement.

(vi) This Agreement constitutes a valid and binding obligation of the Pledge District, legally enforceable against the Pledge District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

(vii) The lien of this Agreement on the District No. 2 Capital Revenue is a superior and exclusive pledge and has priority over any and all other obligations and liabilities of the Pledge District which purport to pledge or assign the District No. 2 Capital Revenue or any portion thereof.

(b) ***District No. 4.***

(i) District No. 4 is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(ii) District No. 4 has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. District No. 4's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) District No. 4 is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of District No. 4 to perform its obligations hereunder. The execution, delivery and performance by District No. 4 of this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of District No. 4 in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of District No. 4 pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which District No. 4 is a party or which purports to be binding upon District No. 4 or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) District No. 4 has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by District No. 4 of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which District No. 4 is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of District No. 4 threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of District No. 4 is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the

validity or enforceability of, or the authority or ability of District No. 4 to perform its obligations under, this Agreement.

ARTICLE IV

NON-COMPLIANCE AND REMEDIES

Section 4.01. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an “Event of Non-Compliance” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

- (a) The Pledge District fails or refuses to impose the Capital Levy;
- (b) The Pledge District fails or refuses to collect and enforce the ad valorem property tax revenue derived from imposition of the Capital Levy or the Specific Ownership Tax revenue allocable thereto
- (c) The Pledge District fails to remit the District No. 2 Capital Revenue as required by the terms of this Agreement;
- (d) any representation or warranty made by any party to this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other party to this Agreement;
- (e) the Pledge District’s pledge of the District No. 2 Capital Revenue for the purposes stated herein fails to be enforceable with the priority required hereunder;
- (f) any party to this Agreement materially fails in the performance of any other of its covenants in this Agreement, and such material failure continues for 60 days after receipt of written notice from the other party specifying such default and requiring the same to be remedied;
- (g) the Pledge District commences proceedings for dissolution or consolidation with another metropolitan district during the term of this Agreement; or
- (h) (i) any party to this Agreement shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution,

distrain, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

Section 4.02. Remedies For Events of Non-Compliance. Subject to Section 2.07 hereof, upon the occurrence and continuance of an Event of Non-Compliance, any party may proceed to protect and enforce its rights against the party or parties causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of Revenue. The creation, perfection, enforcement, and priority of the Pledge District's pledge of the District No. 2 Capital Revenue under this Agreement for the purpose of performing its Payment Obligation hereunder shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The District No. 2 Capital Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against Pledge District irrespective of whether such persons have notice of such lien.

Section 5.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the District No. 2 Board or any officer or agent of the Pledge District acts in good faith, no civil recourse shall be had against such member, officer, or agent for payment or performance of the Pledge District's Payment Obligation hereunder. Such recourse shall not be available either directly or indirectly against the Pledge District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, District No. 4 and, by execution of the 2021/2022 Governing Instruments, the lender of the 2021 Refunding Loan and the owners of the 2022 Subordinate Bonds, specifically waive any such recourse.

Section 5.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement is executed and delivered pursuant to certain provisions of the Supplemental Act, and this recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 5.04. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than thirty days after the authorization of this Agreement.

Section 5.05. Notices. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

Pledge District: Anthology West Metropolitan District No. 2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristen Bear, Esq.

District No. 4: Anthology West Metropolitan District No. 4
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristen Bear, Esq.

Each with a copy to: White Bear Ankele Tanaka & Waldron Professional Corporation
12154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Kristen Bear, Esq.

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one day after hand delivery or three days after mailing. Any written notice so provided may change the address to which future notices shall be sent.

Section 5.06. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties.

(d) This Agreement shall be governed by and construed under the applicable laws of the State.

(e) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties.

(f) Each party has participated fully in the review and creation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(i) The Districts shall have the right to access and review each other's records and accounts, on reasonable times during District's regular office hours, for purposes of determining compliance by the Districts with the terms of this Agreement. Such access shall be subject to the provisions of Public Records Act of the State of Colorado contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(j) The Pledge District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 5.07. Third Party Beneficiaries. The Pledge District acknowledges that third parties may provide financial commitments and security for the 2021/2022 Obligations and, as a result, such third parties, if any, shall be entitled to rely on the Payment Obligation of the Pledge District hereunder. Accordingly, it is acknowledged by the Districts that the lender of the 2021 Refunding Loan and the trustee for the 2022 Subordinate Bonds (for the benefit of the owners of the 2022 Subordinate Bonds) shall each be a third party beneficiary hereunder, but solely with respect to the Pledge District's Payment Obligation and the obligations of the Pledge District hereunder to (i) impose the Capital Levy; (ii) collect and enforce the ad valorem property tax revenue derived therefrom and the Specific Ownership Tax revenue allocable thereto; and (iii) pay or cause the payment of the District No. 2 Capital Revenue to or at the direction of District No. 4 as provided herein. Nothing in this Section 5.07 or elsewhere in this Agreement shall be

construed as giving any third-party beneficiary any rights other than as specified in the preceding sentence. In no event shall any third-party beneficiary of this Agreement have any right of prior consent to any amendments hereto. It is intended that there be no third party beneficiaries of this Agreement other than the third party beneficiaries specifically named in this Section 5.07 and nothing contained herein, expressed or implied, is intended to give to any person any claim, remedy, or right under or pursuant hereto (other than such named third party beneficiaries and then only as specified in this Section 5.07, and any agreement, condition, covenant, or term contained herein required to be observed or performed by or on behalf of any party hereto shall be for the sole and exclusive benefit of the other party.

Section 5.08. Effective Date and Termination Date. This Agreement shall become effective on the Effective Date, and shall remain in effect until the Termination Date.

IN WITNESS WHEREOF, authorized officers of the Pledge District and District No. 4 have executed this Revenue Pledge Agreement as of the day and year first above written.

ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 2

By _____
President

[SEAL]

ATTEST:

Secretary

ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 4

By _____
President

[SEAL]

ATTEST:

Secretary

[Signature Page to Revenue Pledge Agreement]



Request for Town Council Action

Date: November 15, 2021

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-055**
A Resolution Providing Consent to the Inclusion of Property Within Cherry Creek South Metropolitan District No. 4 and Cherry Creek South Metropolitan District No. 6.

Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

Cherry Creek South Metropolitan District Nos. 4 and 6 are seeking the written consent of Town Council to include an additional 10.763 acre parcel into the boundaries of the Districts.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Cherry Creek South Metropolitan District No. 4 and Cherry Creek South Metropolitan District No. 6 (collectively, the "Districts") are governed by Amended and Restated Service Plans that were approved by the Town Council on June 15, 2020 (collectively, the "Service Plans"). Section V.A.7 of the Service Plans states, "The Districts shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council." The Service Plans defined the "Service Area" as the property within the boundaries of Cherry Creek South Metropolitan District Nos. 4-11.

The Districts are seeking the written consent of Town Council to include an additional 10.763 acre parcel (the "Property") into the boundaries of the Districts. Attached to the council action form is a boundary map that shows the current boundaries of the Districts, as well as the Property (shown in white).

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



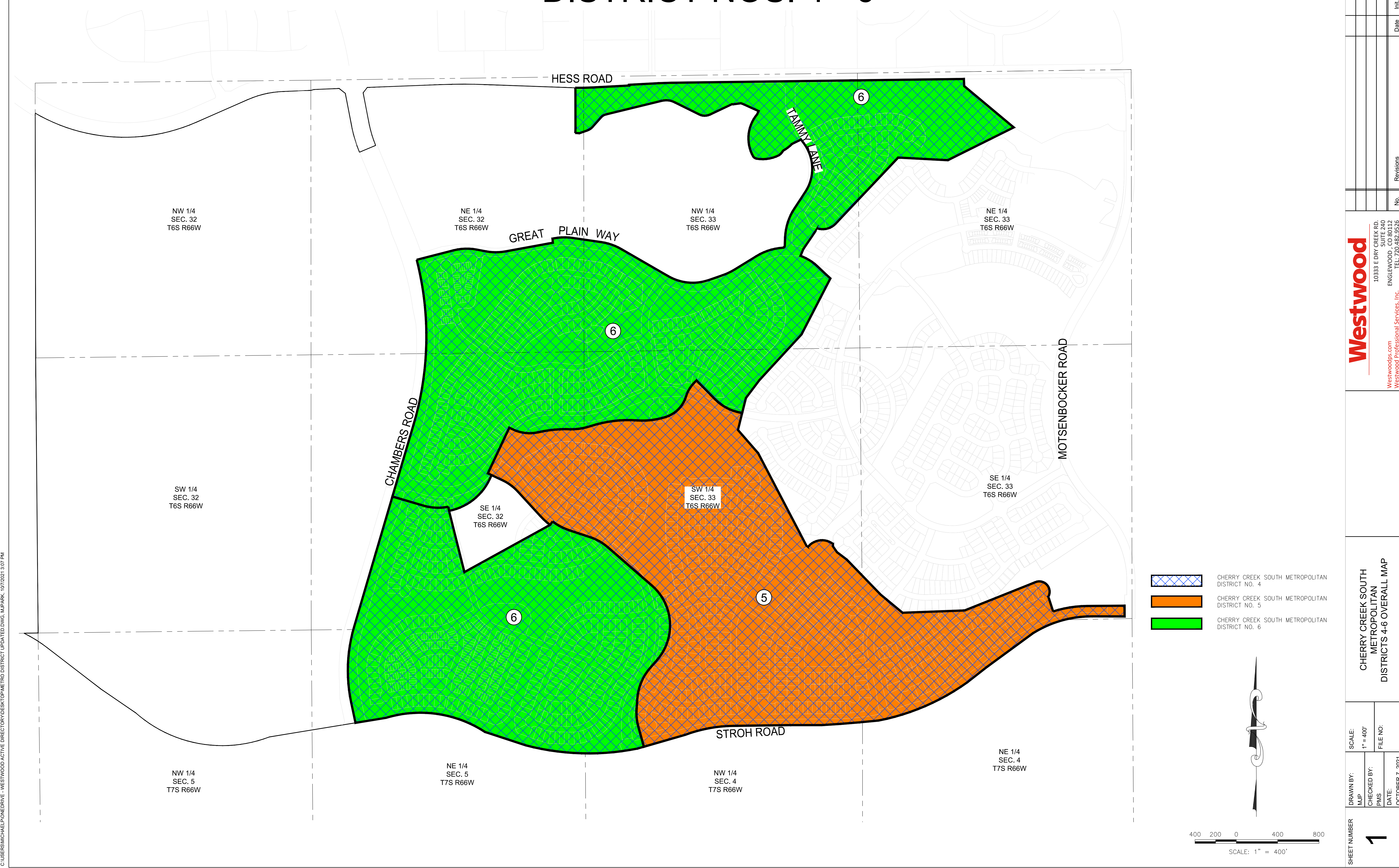
ATTACHMENTS

1. Cherry Creek South Metro Districts Boundary Map
2. White Bear Ankele Letter re Inclusion of Property
3. Resolution No. 21-055

RECOMMENDED MOTION

I move to approve Resolution No. 21-055.

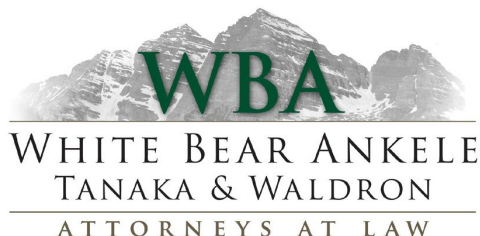
CHERRY CREEK SOUTH METROPOLITAN DISTRICT NOS. 4 - 6



C:\USERS\MICHAEL\PONE\DRIVE - WESTWOOD\ACTIVE DIRECTORY\DESKTOP\METRO DISTRICT UPDATED.DWG, MIPARK, 10/7/2021 3:07 PM

SHEET NUMBER 1	DRAWN BY: MJP	CHECKED BY: PMS	DATE: OCTOBER 7, 2021	SCALE: 1" = 400'	FILE NO:	CHERRY CREEK SOUTH METROPOLITAN DISTRICTS 4-6 OVERALL MAP	Westwood 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80152 TEL: 720.482.9526 Westwoodas.com Westwood Professional Services, Inc.	Revisions			Date		
								No.	Init.	Appr.	Date		

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY



OF COUNSEL:
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HEATHER L. HARTUNG
MEGAN J. MURPHY

EVE M. G. VELASCO
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ
JON L. WAGNER

November 3, 2021

VIA EMAIL

Town of Parker

Attention: Kristin Hoffman, Town Attorney

khoffmann@parkeronline.org

**Re: Cherry Creek South Metropolitan District No.4
Cherry Creek South Metropolitan District No. 6
Request for Inclusion of Property**

Dear Ms. Hoffmann:

White Bear Ankele Tanaka & Waldron serves as general counsel to Cherry Creek South Metropolitan District No. 4 (“**District No. 4**”) and Cherry Creek South Metropolitan District No. 6 (“**District No. 6**” and together with District No. 4, the “**Districts**”).

District No. 4 is governed by an Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 4 that was approved by the Town Council of the Town of Parker on June 15, 2020 (the “**District No. 4 Service Plan**”). District No. 6 is governed by an Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 6 that was approved by the Town Council of the Town of Parker on June 15, 2020 (the “**District No. 6 Service Plan**” and together with the District No. 4 Service Plan, the “**Service Plans**”).

Section V.A.7 of the Service Plans states, “The Districts shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council.” The Service Plans defined the “Service Area” as the property within the boundaries of Cherry Creek South Metropolitan District Nos. 4-11.

In September 2021, the Districts along with Cherry Creek South Metropolitan District No. 6 (“**District No. 6**”) completed boundary adjustments so that the current boundaries of District No. 4 encompass all of the property within the boundaries of District No. 5 and District No. 6.

Pursuant to an Intergovernmental Agreement reviewed by Town Staff, District No. 4 will be providing operations and maintenance and administrative services to District No. 5 and District No. 6. Pursuant to that same Intergovernmental Agreement, District No. 5 and District No. 6 will impose debt service mill levies to finance the construction of public improvements to benefit District No. 4, District No. 5, and District No. 6 as well as regional public improvements to benefit the Town of Parker, its residents and taxpayers.

The Districts are seeking the written consent of Town Council to include an additional 10.763 acre parcel (the “**New Parcel**”) into the boundaries of the Districts. The New Parcel was not previously included in the boundaries of Cherry Creek South Metropolitan District Nos. 4-11 due to an oversight.

Based on the preliminary plat there are approximately five residential lots that are within the boundaries of the New Parcel that are currently **not within** the boundaries of the Districts. The Districts wish to include these residential lots within their boundaries because these residents and future taxpayers will be receiving the same services and benefits from the Districts as their directly adjacent neighbors who are already included in the Districts’ boundaries.

Enclosed with this letter is a map and legal description of the New Parcel and a boundary map that shows the current boundaries of District No. 4, District No. 5, and District No. 6. The boundary map shows the New Parcel as the area in white. This letter serves as the Districts’ written request for the Town Council to consent to the inclusion of the New Parcel within the boundaries of the Districts.

Please let me know if you have any questions.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy
Of Counsel

Enclosures

2171.0900; 1164974

RESOLUTION NO. 21-055, Series of 2021

TITLE: A RESOLUTION PROVIDING CONSENT TO THE INCLUSION OF PROPERTY WITHIN CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4 AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 6

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. Amended and Restated Service Plans for the organization of Cherry Creek South Metropolitan District No. 4 ("District No. 4") and Cherry Creek South Metropolitan District No. 6 ("District No. 6") were approved by the Town of Parker by the adoption of Resolution No. 20-021 and Resolution No. 20-023, on June 15, 2020; and

B. Paragraph V.A.7 of the Service Plans for the Districts provides in pertinent part that the Districts shall not include within any of their boundaries any property outside their Service Areas without the consent of the Town Council; and

C. The Districts desire to include within the boundaries of the Districts that certain 10.763-acre parcel of land legally described and depicted in the attached **Exhibit A** (the "Property"); and

D. The Property is not within the Districts' Service Areas as defined within the Service Plans and, therefore, Town Council consent is required for inclusion of the Property within the boundaries of the Districts; and

E. The boundaries of the Districts and of the Property are located entirely within the Town of Parker; and

F. The Town Council, by this Resolution, desires to provide its consent to the inclusion of the Property within the Districts.

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

Section 1. Acting pursuant to Section V.A.7 of the Service Plans for the Districts and based upon the above findings and representations by and on behalf of the Districts, the Town Council of the Town of Parker hereby consents to the inclusion of the Property within the boundaries of the Districts. Such inclusion is subject to all other applicable provisions of the Service Plans and of all applicable law.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25" ALUMINUM CAP IN A RANGE BOX, PLS 35593, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP, PLS 34993, IS ASSUMED TO BEAR NORTH 89°15'27" EAST, A DISTANCE OF 2648.34 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 13°00'20" WEST, A DISTANCE OF 3957.31 FEET TO THE NORTHERLY MOST POINT OF THE EXCLUSION PARCEL HEREIN DESCRIBED, AND THE **POINT OF BEGINNING**.

THENCE THE FOLLOWING EIGHT (8) COURSES;

1. SOUTH 64°51'42" EAST, A DISTANCE OF 117.08 FEET TO A POINT OF CURVATURE;
2. SOUTHEASTERLY A DISTANCE OF 183.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 22°21'16", A CHORD BEARING OF SOUTH 53°41'04" EAST, AND A CHORD LENGTH OF 182.21 FEET TO A POINT OF TANGENCY;
3. SOUTH 42°30'26" EAST, A DISTANCE OF 326.18 FEET TO A POINT OF CURVATURE;
4. SOUTHEASTERLY A DISTANCE OF 125.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 11°12'36", A CHORD BEARING OF SOUTH 48°06'44" EAST, AND A CHORD LENGTH OF 125.02 FEET TO A POINT OF NON-TANGENCY;
5. SOUTH 61°08'44" EAST, A DISTANCE OF 946.73 FEET;
6. NORTH 14°03'43" WEST, A DISTANCE OF 611.10 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
7. NORTHEASTERLY A DISTANCE OF 516.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 53°51'16", A CHORD BEARING OF NORTH 52°03'56" EAST, AND A CHORD LENGTH OF 498.14 FEET TO A POINT OF TANGENCY;
8. NORTH 25°08'18" EAST, A DISTANCE OF 43.55 FEET TO THE **POINT OF BEGINNING**.

THE PARCEL HEREIN DESCRIBED CONTAINS 468,819 SQUARE FEET OR 10.763 ACRES, MORE LESS AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, 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.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

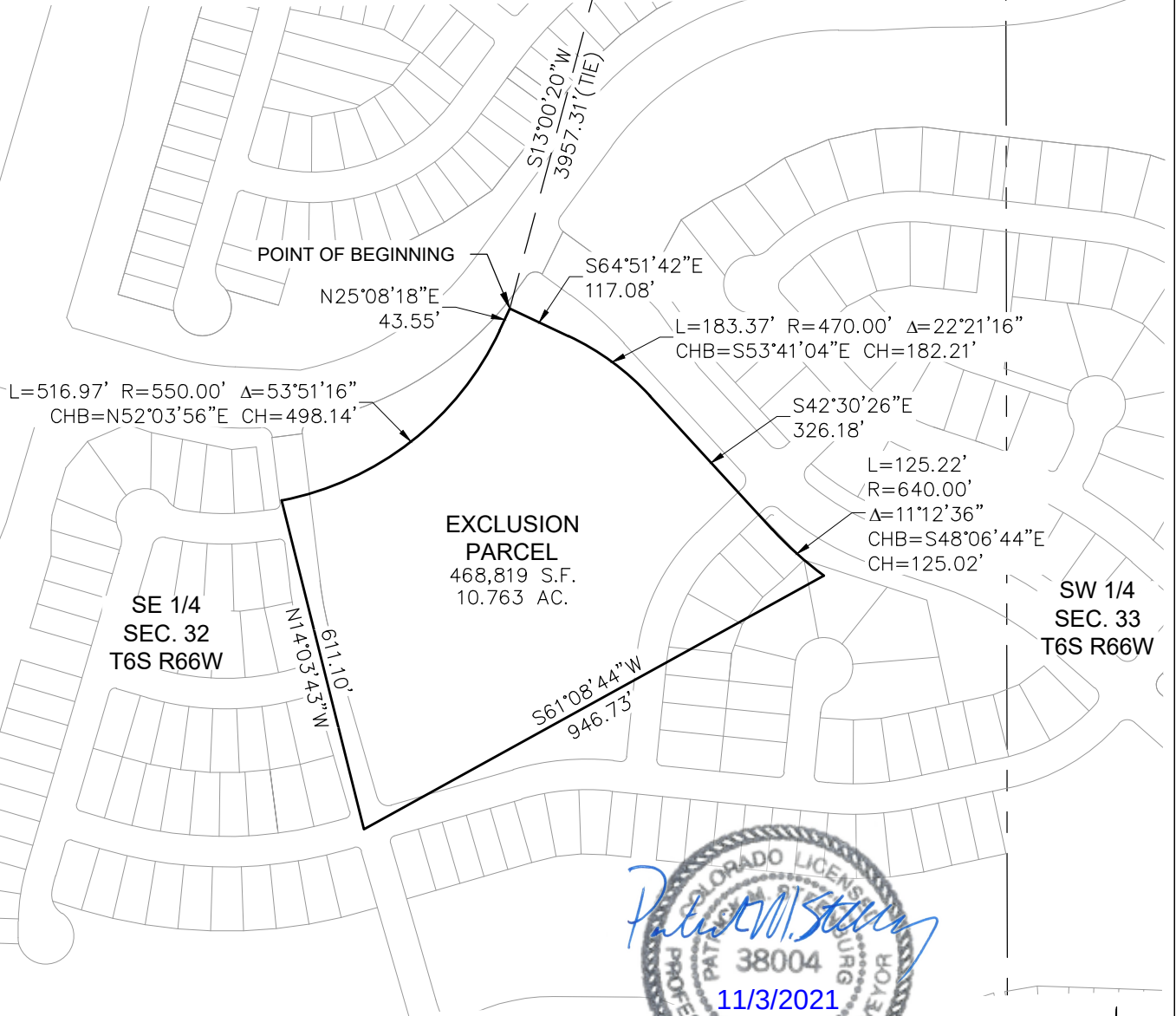


EXHIBIT A

POINT OF COMMENCEMENT
NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
(LS 35593 2005)

N 1/4 COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
(LS 34993 2005)

N. LINE, NW 1/4 SEC. 33
(BASIS OF BEARINGS)
N89°15'27"E 2648.34'



OWNER:

NORTH PARKER INVESTMENTS, LLC
7339 E EVANS RD STE 201
SCOTTSDALE, AZ 85260

THE ABOVE DESCRIBED PARCEL CONTAINS 468,819 SQUARE FEET OR (10.763 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4
SOUTHEAST QUARTER OF SECTION 32
T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO
PARCEL OF LAND

Westwood

Westwoodps.com
Westwood Professional Services, Inc.

10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526