

TOWN OF PARKER COUNCIL AGENDA

November 21, 2022

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 do 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.

Public comment for items that are not on the agenda may be made in person or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received 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.

Public Viewing Only - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

A. 7:00 P.M. – Call to Order Town Council Meeting and Roll Call

2. SPECIAL PRESENTATIONS

- **Recognition of 2022 Parker Civic Academy Participants**
- **Certificate of Recognition - High School Art Educator of the Year - Micah Bernhardt**

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 7, 2022*

- B. *ORDINANCE NO. 1.568 - First Reading*
A Bill for an Ordinance to Levy General Property Taxes for the Year 2022 to Help Defray the Costs of Government for the Town of Parker, Colorado for the 2023 Budget Year
Department: Finance, Jennifer Campbell
Second Reading: December 5, 2022
- C. *ORDINANCE NO. 1.561.1 - First Reading*
A Bill for an Ordinance to Amend Ordinance No. 1.561, Series of 2022, Conveying Certain Real Property by Easement to Parker Water and Sanitation District for a Portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 5, 2022
- D. *ORDINANCE NO. 9.352 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Colorado Department of Transportation and the Town of Parker Concerning PWQ Maintenance and Operations Responsibilities, Parker Road, Lincoln Avenue to Pine Lane, Project #AQC M039-007 (24455) / MTF M039-009 (24467) Region # 1 (VJM)
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 5, 2022
- E. *ORDINANCE NO. 3.315.4 - First Reading*
A Bill for an Ordinance to Amend the Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Third Amendment, and to Approve the North Parcel Development Plan - Amendment No. 4, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Bryce Matthews
TRAKiT No.: Z22-004
Second Reading: December 5, 2022
- F. *ORDINANCE NO. 8.33 - First Reading*
A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Establish an Exemption from the Town's Sales and Use Tax for Certain Retail Delivery Fees and Carryout Bag Fees Enacted by the State of Colorado
Department: Finance, Linda Quade
Second Reading: December 5, 2022
- G. *RESOLUTION NO. 22-064*
A Resolution to Approve the Second Amendment to Amended and Restated Employment Agreement for the Town Manager
Department: Town Council

- H. **RESOLUTION NO. 22-066**
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Lamberton Properties, LLP, for a Portion of Lots 1 and 2, Britt Subdivision Filing No. 1
Department: Engineering and Public Works, Nathan Klass
- I. **RESOLUTION NO. 22-067**
A Resolution Accepting the Conveyance of a Public Sidewalk, Pedestrian Lighting and Artwork Easement from Orris Family L.L.C. for a Portion of Lot 2, Bridgeside Subdivision
Department: Engineering and Public Works, Nathan Klass
- J. **RESOLUTION NO. 22-068**
A Resolution Accepting the Conveyance of a Public Sidewalk, Pedestrian Lighting and Artwork Easement from Mohr Connections LLC for a Portion of Lot 1, Bridgeside Subdivision Filing No. 2
Department: Engineering and Public Works, Nathan Klass
- K. **RESOLUTION NO. 22-069**
A Resolution Accepting the Conveyance of Real Property From Rowley Downs Homeowner's Association for Open Space North of Block 26, Rowley Downs, and Open Space West of Block 1, Rowley Downs, for the Rowley Downs Trail
Department: Engineering and Public Works, Nathan Klass
- L. **PROCLAMATION - Small Business Saturday - Women Impacting Public Policy and Small Business Saturday Coalition**
- M. **CONTRACTS OVER \$100,000**
1. **Give 5 Productions, Inc. - Escape to Margaritaville**
Amount: \$120,000
Contractor: Give 5 Productions, Inc.
Department: Cultural, Carrie Glassburn

6. PUBLIC HEARINGS

A. POPE PROPERTY ANNEXATION

Applicant: David Brehm, Plan West

Location: Southwest corner of Twenty Mile Road and Dransfeldt Road

Department: Community Development, Stacey Nerger

TRAKiT ANX22-009

No.:

1. RESOLUTION NO. 22-061

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

7. ORDINANCES

A. ORDINANCE NO. 4.110.1 – Second Reading

A Bill for an Ordinance to Amend Chapter 11.19 of the Parker Municipal Code Concerning Contractor Registration

**Department: Community Development, Dale Schmidt
Community Development, Randy Sale**

B. ORDINANCE NO. 1.571 - Second Reading

A Bill for an Ordinance to Vacate Slope Easements on Tract A-1, Parker Town Center First Amendment Exemption and Tract B, Parker Town Center, as Described in the Final Rule and Order Recorded at Reception No. 2005076961, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

Department: Engineering and Public Works, Alex Mestdagh

C. ORDINANCE NO. 9.335.1 - Second Reading

A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

D. ORDINANCE NO. 9.338.1 - Second Reading

A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

E. ORDINANCE NO. 1.572 - 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 Pikes Peak Drive, 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 & Public Works, Chris Hudson

8. RESOLUTIONS

RESOLUTION NO. 22-065

A Resolution Approving Adjustment of Mill Levies Resulting from Legislative or Constitutionally Mandated Reductions

Department: Town Attorney, Kristin Hoffmann

9. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

10. **ADJOURNMENT**

**TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 7, 2022**

Mayor Jeff Toborg called the meeting to order at 5:00 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced the topics for discussion in the Executive Session were five items. Under C.R.S. § 24-6-402(4)(b), the first item was regarding Amendment B (repeal of Gallagher amendment) and C.R.S. § 32-1-207 concerning service plan mill levy adjustment, and the second item was concerning SB21-260, HB21-1162, and Chapter 4.03 of the Parker Municipal Code concerning retail delivery and carryout bag fees. Under C.R.S. § 24-6-402(4)(e) there were three items. The first was about a proposed sixth amendment to the Anthology North Annexation Agreement; the second was regarding proposed acquisition of permanent easements and temporary construction easements for the Pikes Peak Drive sidewalk project (Mainstreet to Sulphur Gulch); and the third item was related to the Municipal Court Judge vacancy.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:01 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Cheryl Poage moved and Anne Barrington seconded to come out of the Executive Session at 6:34 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Anne Barrington seconded to recess the meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m.

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

PUBLIC COMMENTS

Written comments were received, distributed to Council and entered into the record.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings and activities they had attended since the last Town Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - October 17, 2022 and November 1, 2022*
- B. *ORDINANCE NO. 4.110.1 – First Reading*
A Bill for an Ordinance to Amend Chapter 11.19 of the Parker Municipal Code Concerning Contractor Registration
Department: Community Development, Randy Sale
Second Reading: November 21, 2022
- C. *ORDINANCE NO. 1.553.2 - First Reading*
A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jen Campbell
Second Reading: December 5, 2022
- D. *ORDINANCE NO. 1.571 - First Reading*
A Bill for an Ordinance to Vacate Slope Easements on Tract A-1, Parker Town Center First Amendment Exemption and Tract B, Parker Town Center, as Described in the Final Rule and Order Recorded at Reception No. 2005076961, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: November 21, 2022
- E. *ORDINANCE NO. 9.335.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 21, 2022
- F. *ORDINANCE NO. 9.338.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 21, 2022

G. *ORDINANCE NO. 1.572 - 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 Pikes Peak Drive, 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 & Public Works, Chris Hudson

Second Reading: November 21, 2022

H. *RESOLUTION NO. 22-058*

A Resolution Accepting the Conveyance of a Drainage Easement From Senderos Creek Retail, LLC, for a Portion of Lot 3, Olde Town at Parker 1A, First Amendment

Department: Engineering and Public Works, Alex Mestdagh

I. *RESOLUTION NO. 22-059*

A Resolution Accepting the Conveyance of a Drainage Easement From Senderos Creek Condos, LLC, for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A

Department: Engineering and Public Works, Alex Mestdagh

J. *RESOLUTION NO. 22-060*

A Resolution Accepting the Conveyance of a Public Sidewalk Easement From Clarke Farms Community Association, Inc., for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A

Department: Engineering and Public Works, Alex Mestdagh

K. *RESOLUTION NO. 22-062*

A Resolution Accepting the Conveyance of a Drainage Easement From Mainstreet Developers LLC for Mark Six Business Subdivision, 2nd Amendment

Department: Engineering and Public Works, Alex Mestdagh

L. *CONTRACTS OVER \$100,000*

1. *Traffic Signal Control Cabinets Contract*

Amount: \$112,258.00

Contractor: Traffic Signal Controls, Inc.

Department: Engineering and Public Works, Alisa Babler

2. *Crowfoot Valley Road - Bayou Gulch/Chambers Road Traffic Signal (CIP 22-002)*

Amount: \$332,334.00

Contractor: Interface Communication Company

Department: Engineering and Public Works, Alisa Babler

3. *Harvie Open Space Electric Line Lowering with CORE Electric Cooperative Contract*

Amount: \$173,693.00
Contractor: CORE Electric Cooperative
Department: Parks, Recreation and Open Space, Brett Collins

M. *PROCLAMATION - National American Indian Heritage Month - National Society Daughters of the American Revolution American Indians Committee*

N. *PROCLAMATION - Extra Mile Day - Extra Mile America Foundation*

Joshua Rivero moved to approve Consent Agenda Items 4A through 4N.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
 Cheryl Poage - yes
 Todd Hendreks - yes
 John Diak - yes
 Anne Barrington - yes
 Laura Hefta - yes

The motion was approved unanimously.

AGREEMENTS

A. Development and Financing Agreement Between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC

Department: Town Attorney, Jim Maloney

On September 6, 2022, the Town and PAR entered into Purchase and Sale Agreements with Confluence Companies, LLC, for the sale of six (6) parcels of real property (the “Parcels”). One of the conditions to close the sale of these Parcels was the approval of a Development Agreement for the development of these Parcels by Confluence Companies. The Development Agreement between the Town, the Parker Authority for Reinvestment and CD-Parker, LLC (“Confluence Companies”) defines the Project, the performance deadlines for obtaining governmental approvals for each Parcel of the Project, the performance deadlines for commencing construction on each Parcel of the Project, the public investment tools to be used to fill the financial gap based on the gap analysis prepared by Economic & Planning Systems, Inc. (the “Consultant”) on behalf of PAR, a cap on the total amount of revenue to be shared from these public investment tools, and specific caps on the period of time that the public investment tools described below will be shared with Confluence Companies.

The Project as described in the Development Agreement provides for the development of each Parcel as follows:

1. East Main Parcel: A mixed-use, multistory development containing 19,000 square feet of commercial retail space; 300 multiple-family dwelling units; and parking as required by the Town Code.
2. Schoolhouse Parcel: A multistory development of 10,000 square feet of retail and office space; building height of up to two (2) stories; and parking as required by the Town Code.
3. PAR Parcel: A multistory development of 28,000 square feet of commercial retail and office space; and parking as required by the Town Code.
4. PACE Lot 2A Parcel and the PACE Lot 2B Parcel: A mixed use multistory development of the PACE Lot 2A Parcel and the PACE Lot 2B Parcel, which includes: 36,000 to 50,000 square feet of commercial retail; at least one (1) restaurant with outdoor seating; one (1) public plaza with amenities that may span both PACE Parcels; 120 multifamily residential dwelling units that are designed, constructed and platted as condominiums; and parking as required by the Town Code.
5. Pine Curve Parcel: a mix of 1-story to 4-story buildings that include in the aggregate 154 apartment/residential units and 28,500 to 34,000 square feet of commercial retail. The development will also include a 10-acre park, open space and buffer to the Parker Vista neighborhood.
6. Parking Garage: 3- or 4-story garage to replace the parking that will be eliminated on the PACE Lots 2A and 2B. Construction of the Parking Garage will proceed concurrently with the development of the East Main Parcel. Development of the PACE Lots 2A and 2B will not commence until the Parking Garage is constructed, provided that the Town Council authorizes the construction of the Parking Garage prior to December 31, 2026.

PAR's Consultant prepared a gap analysis for the Project (the "GAP Analysis"), which analyzed the cost of the Project, the overall Project return and a reasonable rate of return to Confluence Companies for developing the Project, with consideration given to current financial conditions and the associated level of risk. The Consultant concluded that the Project is not financially feasible without public investment to fill the financial gap (the "Financial Gap"). The Financial Gap for the Project is \$57,300,000. The public investment used in the GAP Analysis to fill the Financial Gap is a combination of property tax increment (through PAR-87.485 mills), sales tax share back (2.5%, which excludes 0.5% for Parks), Public Improvement Fee (2%), and general improvement district revenues (45 mills). The proposed Development Agreement contains a "windfall" provision, which is intended to protect the Town and PAR from the Developer enjoying the benefits of the public investment tools, and then selling components of the Project for a high rate of return – essentially using the public investment tools to receive a disproportionate profit.

The Project represents the private sector investment contribution to Mainstreet placemaking. The Project's value of placemaking extends beyond direct financial investment. Through actions that bring activity to public and private spaces, stimulate reinvestment in properties and streetscapes, improve business viability and public safety, placemaking investments also bring residents together to gather, celebrate, and create. Placemaking is the difference between merely providing housing and retail establishments and instead developing a clear local identity that is unique, memorable, and desirable. Through placemaking efforts, the Project will enhance the brand that is Mainstreet Parker, which, in turn, sustains existing businesses and investment, fosters

reinvestment, and creates local economic resiliency.

Cheryl Poage moved to defer a vote on this item until January 17, 2023.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero -no

Cheryl Poage -yes

Todd Hendreks - no

John Diak -no

Anne Barrington -no

Laura Hefta -no

The motion failed on a 1-5 vote with Joshua Rivero, Todd Hendreks, John Diak, Anne Barrington, and Laura Hefta opposing.

Public Comment: The following, all of Parker, spoke in favor of this item: Kris Schnell, Theresa Hawkins-Carcea, T.J. Sullivan, Susan Bertocchi, Mike Waid, Amy Holland, Omar Castillo, Brandi Wilks, and Cory Wilks.

The following, all of Parker, spoke in opposition to this item: Jennifer Green, Joy Overbeck, Albert Thompson, Aleta You, Frederick Freund, Terry Dodd, and Michael Roueche.

Joshua Rivero moved to approve the Development and Financing Agreement between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - no

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved on a 5-1 vote with Cheryl Poage opposing.

The Mayor recessed the meeting for five minutes at 10:06 p.m.

The Mayor reconvened the meeting at 10:13 p.m.

PUBLIC HEARINGS**A. ORDINANCE NO. 1.567 - First Reading**

A Bill for an Ordinance to Adopt the 2023 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

Second Reading: December 5, 2022

The Public Hearing was opened at 10:13 p.m.

Internal work on the 2023 Town of Parker budget began in mid-July and was followed by three Council study sessions on October 7, 10 and 24, 2022. The 2023 Budget was posted to the internet on Tuesday, October 11, 2022. This is the first public hearing for the 2023 Budget, and the second public hearing is scheduled for December 5, 2022.

The 2023 Budget was prepared in conjunction with seven overall guidelines:

- Meet the General Fund's required cash balance percentage
- Calculate the Cultural and Recreation Fund cash balances in the same manner as the General Fund
- Sustain level of funding for community programs
- Maintain Repair and Maintenance programs at the current activity levels
- Plan for expected compensation study recommendations
- Fund performance pay and PD officer step plans in line with other area agencies
- Contain growth in discretionary expense items

The Town is in a unique position coming into the 2023 budget preparation. Sales tax revenue, the primary source of revenue for the General Fund, has recorded very strong growth of 12% year-to-date. While the Town continues to grow and increased shopping opportunities exist for citizens, we have reflected a lower growth rate of eight percent for year-end 2022 and the 2023 budget; 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 15% percent due to continued recovery to pre-Covid levels and the impacts of inflation on Town purchases. Eight additional full-time employees are being added to the General Fund, with five of those positions in the Police Department, two in Parks and one in Public Works. An additional position has been added to the Parks and Recreation Department.

Public Comment: None.

The Public Hearing was closed at 10:35 p.m.

John Diak moved to approve Ordinance No. 1.567 on first reading and schedule the second reading for December 5, 2022.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. COYLE PROPERTY ANNEXATION AND ZONING *(To be continued to February 21, 2023)*

Applicant: Avalon Bay Communities, Inc.
Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road
Department: Community Development, Stacey Nerger
TRAKiT No.: ANX22-006

ORDINANCE NO. 2.281 - Second Reading

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

Mayor Toborg advised that staff requested to continue the Public Hearing to February 21, 2023.

Joshua Rivero moved to continue the Public Hearing to consider Ordinance No. 2.281 to February 21, 2023.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES**A. ORDINANCE NO. 1.569 - Second Reading**

A Bill for an Ordinance Granting a Combined Drainage Facility and Access Easement to the Board of County Commissioners of Douglas County, Colorado for the Pine Drive Water Quality Pond Located Adjacent to Lincoln Avenue

Department: Engineering and Public Works, Chris Hudson

This ordinance proposes to dedicate a combined drainage facility and access easement over Town-owned property at the northwest corner of Lincoln Avenue and Pine Drive. This easement has been requested to accommodate installation, maintenance and access to a necessary drainage facility.

Public Comment: None.

John Diak moved to approve Ordinance No. 1.569 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 3.363 - Second Reading

A Bill for an Ordinance to Amend Sections 13.01.140, 13.07.080, 13.07.090 and 13.07.100 of the Parker Municipal Code Concerning Expirations of Approvals

Department: Community Development, Bryce Matthews

The Parker Land Development Ordinance (the LDO) contains standards for the time period(s) that a land use approval is in effect until the applicant must record documents or receive permits. If an applicant does not complete required actions within the established time period(s), the approval expires per the LDO. When this happens, they must resubmit their application for development, repeat the development review process and hope to obtain Town approval again.

During the past few years, staff has observed that a number of applicants have had difficulty in meeting the LDO standards for the time period(s) of approval with their projects. The proposed amendment to the LDO will address this by:

- Establishing longer initial approval time periods;
- Establishing longer administrative extension time periods; and
- Creating a formal extension approval process by Town Council with criteria.

Public Comment: None.

Cheryl Poage moved to approve Ordinance No. 3.363 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 1.570 - Second Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Widening, Constructing, and Improving a Portion of Dransfeldt Road, 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, Bob Exstrom

This ordinance provides notice of the Town's intent to acquire right-of-way and easements necessary to construct the Dransfeldt Road Widening Project (Pony Express Drive to Mainstreet).

Public Comment: None.

Joshua Rivero moved to approve Ordinance 1.570 on second reading.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

D. ORDINANCE NO. 1.391.3 - Second Reading

**A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code
Concerning Town Administrator; Functions And Duties**

Department: Town Attorney, Kristin Hoffmann

This ordinance amends Section 2.03.020 to add a new function concerning approving agreements for gifts and donations made by the Town and clarifies that such gifts and donations are approved by adoption of the ordinance approving each annual budget.

Todd Hendreks moved to approve Ordinance No. 1.391.3 on second reading.

Public Comment: None.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

John Diak moved to adjourn the Regular Meeting at 10:56 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 21, 2022

Submitted By: Jen Campbell, Finance Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.568 - First Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2022 to Help Defray the Costs of Government for the Town of Parker, Colorado for the 2023 Budget Year
Department: Finance, Jennifer Campbell
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2022, in order to collect property taxes for the 2023 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2022, in order to collect property taxes for the 2023 budget year.

FINANCIAL IMPACT

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2022) and next year (2023). These revenues impact the General Fund.

2022 Budget Year

Assessed Valuation	\$1,034,882,979
Mill Levy	2.602
Property Tax Revenue	\$2,692,766

2023 Budget Year

Assessed Valuation	\$1,051,777,926
Mill Levy	2.602
Property Tax Revenue	\$2,736,726

The mill levy of 2.602 mills is the same as the prior year. The voters exempted 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.

The owner of a home valued at \$500,000 would pay \$90 per year in property taxes to the Town of Parker in 2023. This reflects statewide legislation that lowered the 2022 assessment rate for 2023 collections to 6.95% from 7.15%

Market Value	\$500,000
x Assessment Ratio	6.95%
Assessment Value	\$34,750
x Mill Levy	2.602
Divided by 1,000	/1,000
Property Tax	\$90

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.568

RECOMMENDED MOTION

I move to approve Ordinance No. 1.568 on first reading and to schedule second reading for December 5, 2022, as part of the consent agenda.

ORDINANCE NO. 1.568, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2022 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2023 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on December 5, 2022;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,736,726;

WHEREAS, the 2022 valuation for assessment for the Town of Parker, as estimated by the County Assessor, is \$1,051,777,926;

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 2022 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 2022, 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 2022 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 2022.

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 2022. 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: November 21, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.561.1 - First Reading**
A Bill for an Ordinance to Amend Ordinance No. 1.561, Series of 2022, Conveying Certain Real Property by Easement to Parker Water and Sanitation District for a Portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

This ordinance proposes to amend an easement granted by the Town to Parker Water and Sanitation District (PWSD) over a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 1997, a Minor Development Plat for the Mountain View Senior Center Filing No. 1 subdivision was recorded. This plat created the lot for the American Academy Charter School located on Motsenbocker Road. As part of the Minor Development Plat, a small tract (Tract B) was dedicated to the Town of Parker as public right-of-way. This right-of-way was planned to accommodate a north-south roadway connection between Clarke Farms and future development to the south. As the land to the south was eventually developed as the Olde Town subdivision, the roadway network in this area was ultimately modified to no longer include a roadway connection over Tract B. The Town does not have any plans to construct a roadway within this tract.

The vacant land to the west of Mountain View Senior Center is now proposed to be developed as townhomes as part of the Senderos Creek subdivision. As part of the construction drawings for that development, water and sewer infrastructure is proposed to be located within Tract B. Parker Water and Sanitation District has requested that the Town dedicate an easement to the District to cover the proposed infrastructure.

This easement was heard and approved by the Town Council on June 6, 2022. However, this

easement agreement provided by PWSD was subsequently discovered to be inadequate for their needs. The original easement agreement allowed for water infrastructure to be located within the easement, but PWSD has requested that sanitary sewer infrastructure be permitted within the easement instead. That is the only requested change to this easement agreement.

FINANCIAL IMPACT

No direct payment is proposed for this easement, as it is part of a larger ongoing easement swap between the Town and PWSD.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Ordinance 1.561.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.561.1 on first reading and to schedule second reading for December 5, 2022, as part of the consent agenda.



ORDINANCE NO. 1.561.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND ORDINANCE NO. 1.561, SERIES OF 2022, CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR A PORTION OF TRACT B, MOUNTAIN VIEW SENIOR CENTER FILING NO. 1, MINOR DEVELOPMENT

WHEREAS, the Town Council of the Town of Parker approved Ordinance No. 1.561, Series of 2022, approving a water pipeline easement for the benefit of the Parker Water and Sanitation District (the “District”);

WHEREAS, subsequent to the approval of Ordinance No. 1.561, Series of 2022, the District advised the Town that the District needed a sewer pipeline easement and not a water pipeline easement;

WHEREAS, the Town Council of the Town of Parker desires to amend Ordinance No. 1.561, Series of 2022, in order to replace the easement for a water pipeline with an easement for sewer pipelines;

WHEREAS, the Town Council of the Town of Parker desires to enter into the Easement Agreement that grants an easement to the District for sewer pipelines on a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement 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 Easement Agreement by the Town of Parker granting to the Parker Water and Sanitation District an easement for sewer pipelines on a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

EASEMENT AGREEMENT

(A Portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development)

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2022, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install sewer pipelines in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline.
2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

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

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

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

4. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the parties.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Jeff Toborg, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Maleia Good, Engineering Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jeff Toborg, Mayor of the Town of Parker, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



Request for Town Council Action

Date: November 21, 2022

Submitted By: Alex Mestdag, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.352 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Colorado Department of Transportation and the
Town of Parker Concerning PWQ Maintenance and Operations
Responsibilities, Parker Road, Lincoln Avenue to Pine Lane, Project
#AQC M039-007 (24455) / MTF M039-009 (24467) Region # 1 (VJM)
Department: Engineering and Public Works, Alex Mestdag
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

This ordinance proposes to enter into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to codify responsibility for operation and maintenance of a water quality facility that will be constructed by the Town with the upcoming North Parker Road Operational Improvements project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is nearing completion of the design for the North Parker Road Operational Improvements between Lincoln Avenue and E-470. The main goal of this project is to increase the number of "thru" travel lanes on Parker Road and improve vehicular mobility, which currently experiences heavy congestion during rush hour. The project aims to accomplish this primarily by repurposing existing dedicated turning lanes to shared thru-turning lanes, providing additional capacity for thru traffic during peak hours. The project also includes minor roadway widening in areas to connect current acceleration/deceleration lanes on Parker Road in both the northbound and southbound directions between Lincoln Avenue and E-470. The project also proposes improvements to pedestrian facilities in the corridor, including a multi-use trail/sidewalk on the east side of Parker Road to connect the Baldwin Gulch Trail and the Pine Lane intersection and an expanded sidewalk north of Pine Lane adjacent to the Bowie property to connect to an existing sidewalk to the north. Later phases of improvements will be needed to implement additional operational improvements on this stretch of Parker Road.

Staff is proposing to leverage outside funds from several entities in order to fund this project. This project was selected for funding through the Douglas County Subregion of the Denver

Regional Council of Governments (DRCOG). The proposed funding is \$1.4M of Federal Congestion Mitigation and Air Quality Improvements (CMAQ) dollars and \$1.1M of state dollars for a total of \$2.5M. The Federal CMAQ funds are part of a national program available to local governments to address congestion issues and improve air quality in accordance with the Clean Air Act. The state funds are from the FASTER program, which is focused on addressing roadway safety issues, and from the Multi-modal Options Fund (MMOF), which focuses on multi-modal transportation improvements, such as the pedestrian improvements proposed with this project. Douglas County has also pledged an additional \$500,000 toward the construction cost, for a grand total of \$3M in outside funding for this project. The construction cost is currently estimated at approximately \$4M.

This project is nearing completion of the design and approval by CDOT to advertise the plans. One of CDOT's remaining requirements is related to a water quality device that is required to treat stormwater runoff from new pavement that the project will add to Parker Road. In accordance with regulations for the Cherry Creek Basin, a stormwater treatment manhole will be constructed to provide water quality treatment for runoff from new pavement. CDOT's policy is that, for local agency projects such as this one, the local agency is required to assume responsibility for maintenance and operation of the water quality facilities. The proposed IGA codifies this requirement.

While this water quality facility will only serve the state highway, the Town already performs maintenance operations on other storm sewer infrastructure within Parker Road. While adding to this maintenance load is not desirable, an additional manhole can be easily accommodated within the Town's stormwater maintenance program.

FINANCIAL IMPACT

The Town will be responsible for the long-term operation and maintenance of this water quality device. This work can be easily absorbed into existing maintenance efforts, and the cost to the Town will be minimal.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance 9.352

RECOMMENDED MOTION

I move to approve Ordinance No. 9.352 on first reading and to schedule second reading for December 5, 2022, as part of the consent agenda.

ORDINANCE NO. 9.352, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE TOWN OF PARKER CONCERNING PWQ MAINTENANCE AND OPERATIONS RESPONSIBILITIES, PARKER ROAD, LINCOLN AVENUE TO PINE LANE, PROJECT #AQC M039-007 (24455) / MTF M039-009 (24467) REGION # 1 (VJM)

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 Colorado Department of Transportation and the Town of Parker concerning PWQ Maintenance and Operations Responsibilities, Parker Road, Lincoln Avenue to Pine Lane, Project # QC M039-007 (24455) / MTF M039-009 (24467) Region # 1 (VJM), 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

Routing #: 23-HA1-XC-00113-M0002

OLA #: 331002813

**PWQ Maintenance and Operations Responsibilities
Parker Road Lincoln Avenue to Pine Lane
Town of Parker
Project # AQC M039-007 (24455) / MTF M039-009 (24467)
Region # 1 (VJM)**

AGREEMENT

THIS AGREEMENT, executed this ____ day of _____, 20__, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the "State" or "CDOT"), and TOWN OF PARKER (the "Local Agency"); CDOT and the Local Agency individually shall be referred to as a "Party", and together shall be referred to as the "Parties."

RECITALS

CDOT has designed and constructed improvements for the Parker Road Lincoln Avenue to Pine Lane in Parker, Colorado, hereinafter referred to as the "Project" and/or CDOT has constructed several Permanent Water Quality ("PWQ") facilities and related elements for preventing stormwater pollution (hereinafter referred to as the "Facilities"); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies' operation and maintenance of a portion of the Project and Facilities; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the "Work") and on the Facilities (the "Work") as shown in **Exhibit A** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. Scope of Work

The "Work" under this agreement shall consist of the inspection, maintenance and operation of the Project and/or Facilities for the Parker Road Lincoln Avenue to Pine Lane in Parker, Colorado, as set forth and depicted in **Exhibit A**.

II. CDOT Commitments

A. The State will provide liaison with the Local Agency through:

Michael Kania, P.E.
CDOT Region 1
18500 E. Colfax Avenue
Aurora, CO 80011
Phone: 303-365-7762
Email: michael.kania@state.co.us

B. Upon the execution of this agreement, CDOT shall accept inspection, maintenance and operation responsibility for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A** for the useful life of the Facilities. From the execution of this agreement, CDOT shall, at its own cost and expense, inspect, maintain, operate, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A**.

C. By approving this agreement, CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection, maintenance, operation and repair duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic (MHT) shall be required for any work impacting traffic.

D. CDOT (and FHWA, if applicable) will make periodic inspections of the Facilities to verify that they are being adequately maintained and will report required and recommended maintenance items to the Local Agency.

E. CDOT agrees it will not remove or alter the Facilities in such a way that reduces the documented treatment area as originally constructed. Should CDOT modify the Facilities to add additional treatment area, the changed treatment area shall be documented via a drainage report. CDOT may perform major reconstruction or capital improvement of the Facilities, if necessary, only after funding for the improvement has been identified and obtained per CDOT Updated Procedural Directive 501.1, *Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4)*, effective April 22, 2016. Prior

to commencing any reconstruction activities, CDOT shall coordinate with the Local Agency to minimize impacts to landscaping enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.

III. Local Agency Commitments

A. The Local Agency will provide liaison with the State through:

Alex Mestdagh, Engineering Services Manager
Town of Parker
20120 E. Main Street
Parker, CO 80138
Phone: 303-805-3204
Email: amestdagh@parkeronline.org

- B. Upon the execution of this agreement, the Local Agency shall accept inspection, operation, maintenance and repair responsibility for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A** for the useful life and operation of the Facilities.
- C. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, and repair, and make ample provision each year for the maintenance of, those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A**. Such inspection, operation, maintenance and repair shall be in accordance with all applicable federal and state statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligations to maintain such improvements.
- D. Additionally, PWQ related work requires that the Local Agency shall perform the inspection, operation, maintenance and repair services in accordance with the most stringent MS4 ("MS4" means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) Permit requirements, whether the Local Agency or CDOT's. The Local Agency shall, by December 31 of each year, inspect the Project, complete its inspection report and any maintenance records, and provide completed copies of that inspection report and any such maintenance records to CDOT Region 1 and the CDOT permanent Water Quality Manager.
- E. All inspection, operation, maintenance and repair services to be performed by the Local Agency at its sole expense under this agreement shall include all services shown in **Exhibit A**.
- F. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance and repair duties.

- G. The Local Agency shall perform the inspection, operation, maintenance and repair services in a satisfactory manner to State and FHWA (if applicable). Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements, including §43-2-135, C.R.S. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained. If the Local Agency fails to perform the required maintenance and CDOT performs the maintenance, CDOT will charge the Local Agency for the actual and documented costs for such maintenance, and repair work including labor, equipment, supplies and materials for its performance of the work. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.
- H. If Work includes PWQ, CDOT will require inspection and maintenance documentation from the Local Agency every year of the useful life and operation of the Facilities. The inspections shall be performed by a person who has completed and is certified to have completed the Colorado Stormwater Facility Permanent Water Quality Inspection and Maintenance certification training. Inspections must ensure proper Facilities function and compliance with the most stringent MS4 permit requirements, and that the Facilities are fully functional and operating as designed. Inspection and maintenance reports shall be submitted in writing by the Local Agency to the CDOT Permanent Water Quality Manager and to CDOT Region 1 by December 31st of each year. Any inspection form may be used if it is acceptable by agreement of the Parties and meets both CDOT's and the Local Agency's MS4 permit requirements. The Local Agency agrees to report maintenance activities to CDOT along with the inspection reports.
- I. If Work includes PWQ, upon inspection of the Facilities, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Facilities identified in **Exhibit A**. In the event the deficiencies are not remedied within three (3) months after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.
- J. Maintenance shall include, but is not limited to, maintaining the Facilities as constructed including any minor and/or major structural repairs of the Facilities necessary to meet the requirements of this Agreement. Specific responsibilities and obligations of the parties are further outlined in **Exhibit A**.

- K. PWQ maintenance shall include upkeep of the Facilities, cleaning, routine landscaping, removal of pollutants (including but not limited to sediment, debris, oil and other chemicals, trash, or other solid waste), and minor and major structural repairs of the Facilities as necessary to meet the requirements of this Agreement.
- L. The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Local Agency shall maintain such records permanently, in either paper or electronic form. The Local Agency shall under no circumstances destroy any such records. Upon the expiration or termination of this Agreement, the Local Agency shall return any records provided by the State to the Local Agency as directed by the State. If the Local Agency is prevented by law or regulation from returning any such records provided by the State, the Local Agency warrants it will guarantee the confidentiality of such records.
- M. The Local Agency agrees it will not remove or alter the Facilities in any way that reduces the documented treatment area as originally constructed. Should the Local Agency modify the Facilities to add additional treatment areas, the changed treatment area shall be documented via a drainage report and as-built plans provided by the Local Agency to CDOT within the calendar year any such modification is completed by the Local Agency. With prior application to CDOT, and prior grant of consent by CDOT, the Local Agency may be permitted to expand or increase the capacity of the Facilities, and to landscape the area as determined by the Local Agency.
- N. Any fines levied against CDOT because of the Local Agency's failure to comply with the terms of this Agreement shall be the sole and absolute responsibility of the Local Agency or its successors. The Local Agency's failure to comply must be at least a contributory or direct cause of the fines levied against CDOT for this paragraph to apply.

IV. Joint Commitments

- A. If safety concerns are identified relating to the Construction Project and/or Facilities, CDOT will partner with the Local Agency and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Construction Project and/or Facilities.
- B. In the event the Facilities fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A**. Only after funding for the improvement has been identified and obtained may the Parties perform major capital improvement of the Facilities. If replacement of all or any portion

of the Facilities work is performed without an Agreement or funding secured it is done at that parties' own expense.

- C. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.

V. General Provisions

- A. This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both Parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.
- B. To the extent that this agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- C. This agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved pursuant to the State Fiscal Rules.
- D. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- E. The term of this agreement shall begin the date first above written and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties hereto.
- F. It is expressly understood and agreed that 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 hereto, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third person on such agreement. It is the express intention of the Parties that any

person or entity other than the Parties receiving services or benefits under this agreement be deemed to be an incidental beneficiary only.

- G. Local Government Budget Law. The Parties understand and acknowledge that the CDOT and the Local Agency are subject to the Local Government Budget Law of Colorado. Any contract or agreement, whether verbal or written, purporting to bind CDOT or the Local Agency to a fiscal obligation in violation of such law is void and of no effect, by operation of law.
- H. Governmental Immunity. The Local Agency, its officers, agents, and employees, are relying on, and do not waive or intend 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, §24-10-101, et seq., C.R.S. as amended, or otherwise available to the Local Agency and its officers and employees.
- I. Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers. Provided, however, the Local Agency shall require its successors and assigns to hold harmless CDOT, its agents and employees from all damages, accidents, casualties, occurrences or claims which might be asserted against CDOT arising out of or resulting from the construction, presence, maintenance or use of the Project and/or Facilities by the Local Agency or its successors or assigns.
- J. Digital Signatures. If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

VI. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor Refers to Local Agency.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's

liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY Town of Parker Name: _____ Title: _____ _____ Signature Date: _____	STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation Shoshana M. Lew, Executive Director Stephen Harelson, P.E., Chief Engineer Date: _____
Additional Local Agency Signatures (if needed) Name: _____ Title: _____ _____ Signature Date: _____ Name: _____ Title: _____ _____ *Signature Date: _____	LEGAL REVIEW Phil Weiser, Attorney General Signature - Assistant Attorney General Date: _____

EXHIBIT A - Scope of Work

Town of Parker

Parker Road Operational Improvements Lincoln Avenue to Pine Lane

AQC-M039-007 (24455) / MTF-M039-009 (24467)

The Town of Parker is preparing for the Parker Road (SH83): Operational Improvements: Lincoln Ave. to Pine Ln. project. The project's goals are to repurpose existing turn lanes to increase the roadway's capacity for through traffic, and to construct new segments of Multi-Use path along the corridor to fill gaps in pedestrian facilities.

The scope of work for the project includes the following.

- **SH-83 Northbound north of Pine Lane** – Replacement of a five-foot sidewalk with an eight-foot wide sidewalk adjacent to the northbound lanes.
- **SH-83/Pine Lane Intersection** - Modifications of the northbound acceleration and deceleration lane islands, signing and striping, and associated signal poles to convert the lanes to shared through/turning lanes.
- **SH-83 Northbound between Pine Lane and Ponderosa Drive** – Construction of a new ten-foot wide Multi-Use Trail adjacent to the northbound lanes.
- **SH-83/Ponderosa Drive Intersection** - Modifications of the northbound acceleration and deceleration lane islands, signing and striping, and associated signal poles to convert the lanes to shared through/turning lanes. Widening of Ponderosa Drive (Town of Parker roadway) to add additional lanes and improve intersection operations.
- **SH-83 Southbound between Ponderosa Drive and Lincoln Avenue** – Widening of SH-83 for approximately 860 feet to connect auxiliary lanes through this stretch.
- **SH-83 Southbound between Lincoln Avenue and Parkglenn Way** – Widening of SH-83 for approximately 820 feet to extend an acceleration lane.
- Associated utility modifications and storm drainage improvements as needed.

The project proposes to treat stormwater runoff from new roadway areas within an existing water quality pond (currently maintained by the Property owner with enforcement authority by the Town of Parker), and in a new water quality manhole device/stormwater proprietary treatment device. This manhole/stormwater proprietary treatment device will be located within CDOT Right-of-Way at the southwest corner of SH-83 and Ponderosa Drive. The Town of Parker will assume inspection, operation, maintenance, and repair responsibility for this device.

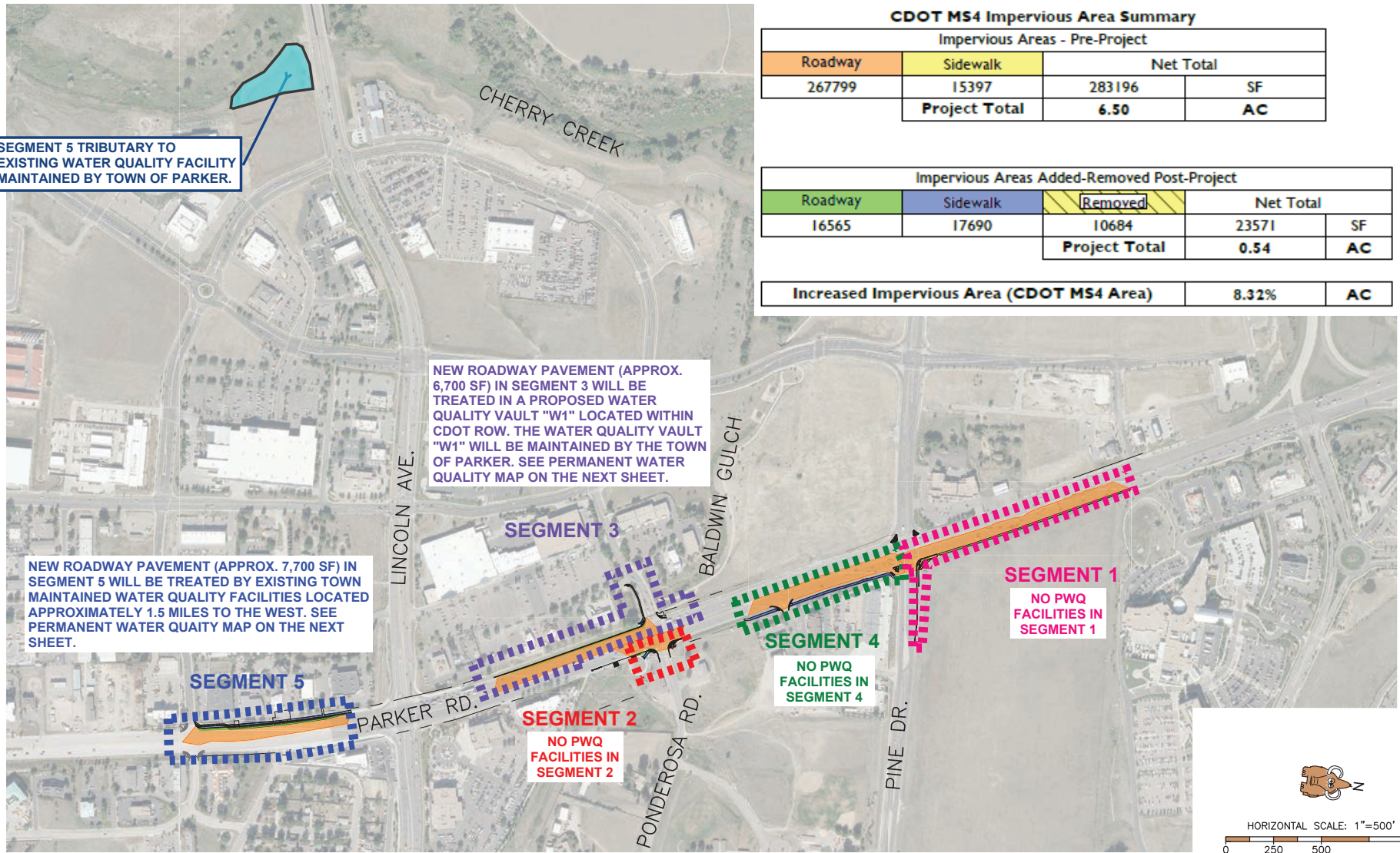
Formal water quality treatment will not be provided for the new section of multi-use trail proposed between Ponderosa Drive and Pine Lane. In accordance with Cherry Creek Basin Authority Regulation 72, this trail falls under an allowed exemption from formal water quality treatment. The trail will drain

over a vegetated slope and through a grass swale, providing some informal treatment of these flows prior to entering Baldwin Gulch and eventually, Cherry Creek.

The widened section of sidewalk located along northbound SH-83 north of Pine Lane will receive formal treatment within an existing water quality facility (currently maintained by the Property owner with enforcement authority by the Town of Parker).

This project is located fully within the Cherry Creek Basin Authority, Regulation 72 basin. Exhibit 1 describes the Basin Delineations for the project, and Exhibit 2 describes the New Impervious Areas proposed with the project. Please note that Basin J1 within Segment 3 is the tributary basin to the new water quality structure, including approximately 6,745 SF of new roadway impervious area.

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Print Date: 9/18/2022 1:59:56 PM
File Name: H117363-07CDOT-PWQ01.dwg
Horizontal Scale: 1" = 500' Vertical Scale: N/A



Sheet Revisions			
(R-X)	Date	Comments	Initials
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As Constructed		PARKER RD OPERATIONAL IMPROVEMENTS OVERALL PWQ MAP			Project No./Code	
No Revisions:		Designer:	CDT	Structure Numbers	C M039-007/MTF M039-009	
Revised:		Detailer:	CDT		24455/24467	
Void:		Subset:	PWQ	Sheets:	1 of 2	Sheet Number

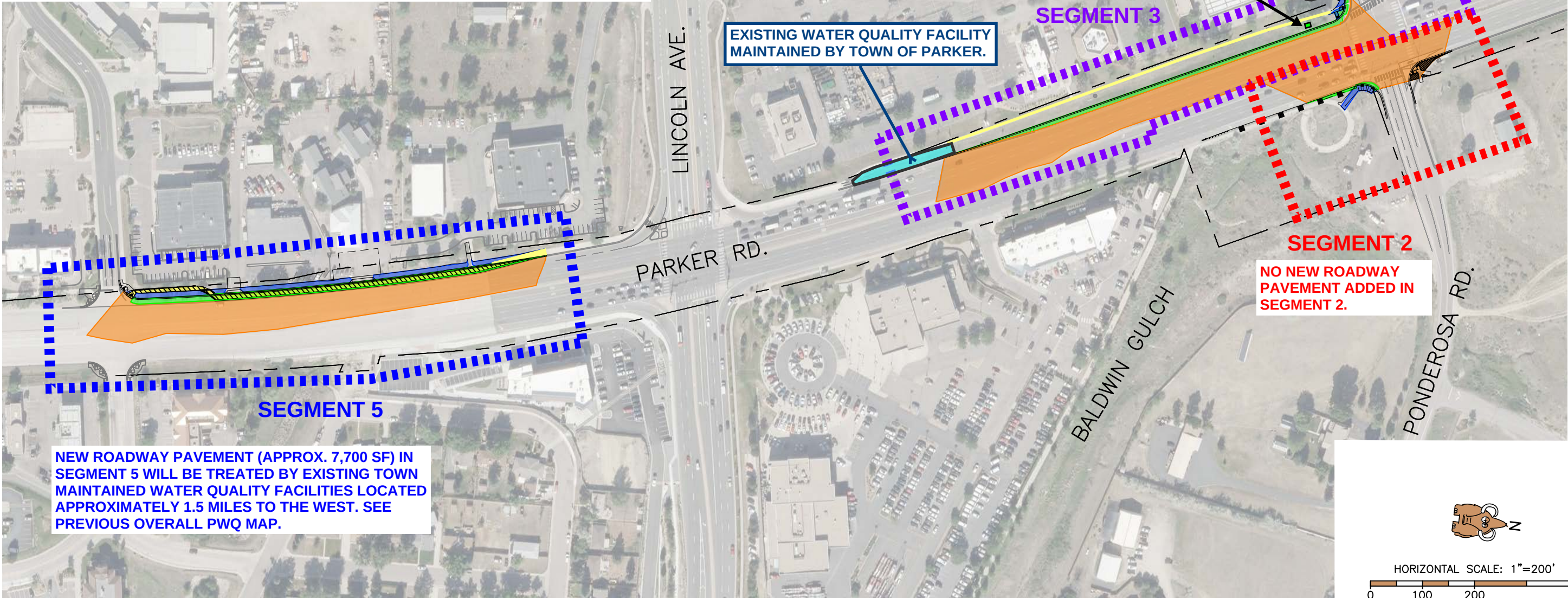
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CDOT MS4 Impervious Area Summary

Impervious Areas - Pre-Project			
Roadway	Sidewalk	Net Total	
267799	15397	283196	SF
Project Total		6.50	AC

Impervious Areas Added-Removed Post-Project				
Roadway	Sidewalk	Removed	Net Total	
16565	17690	10684	23571	SF
Project Total			0.54	AC

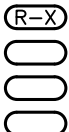
Increased Impervious Area (CDOT MS4 Area)	8.32%	AC
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Horizontal Scale: 1" = 200' Vertical Scale: N/A



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Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com



Sheet Revisions

Date	Comments	Initials



PARKER
COLORADO

Exhibit A - Page 4 of 4

As Constructed

No Revisions:
Revised:
Void:

PARKER RD OPERATIONAL IMPROVEMENTS
PERMANENT WATER QUALITY MAP

Designer:	CDT	Structure	
Detailer:	CDT	Numbers	
Subset:	PWQ	Sheets:	2 of 2

Project No./Code

C M039-007/MTF M039-009
24455/24467
Sheet Number

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)



Request for Town Council Action

Date: November 21, 2022

Submitted By: Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.315.4 - First Reading**
A Bill for an Ordinance to Amend the Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Third Amendment, and to Approve the North Parcel Development Plan - Amendment No. 4, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Bryce Matthews
Trakit No.: Z22-004
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

The applicant, LB Parker Owner, LLC, is proposing an amendment to the Hess Ranch Planned Development (PD) zoning to relocate a planned elementary school site on Spirit Trail Parkway west of Chambers Road further west on Spirit Trail Parkway. This proposal, supported by Town staff, will provide Douglas County School District (DCSD) with a better site for the future development of a school and provide the Town with a larger community park in a future development segment (phase). To accomplish this, the applicant also proposes to relocate planned residential lots affected by this revision from one planning area to another without increasing the total approved residential yield or density. The applicant has proposed this amendment to the PD zoning in response to a request by DCSD for an alternative school site and with their support.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Hess Ranch PD is one of the Town's largest remaining development areas in Town located west of Crowfoot Valley Road, east of Rueter-Hess Reservoir, south of the Anthology North PD and north of unincorporated Douglas County. To date, the initial phases known as Trails at Crowfoot east of Crowfoot Valley Road and Looking Glass Segment 1 west of Crowfoot Valley Road have been approved and are under development. The subject site, known as Looking Glass Segment 2A, is located directly west of Looking Glass Segment 1 at the future intersection of Chambers Road and Stroh Road when they are extended with planned development.

Summary of Proposed PD Zoning Amendment (Application #Z22-004)

The applicant proposes to amend the Hess Ranch PD zoning to make the following revisions:

1. **Relocation of Planned School Site:** DCSD expressed concerns about the suitability of Planning Area 19 (PA-19) for the future development of an elementary school because of the steeply sloping terrain and natural drainage that traverses the site. The applicant wishes to address DCSD's concern and has agreed to seek an amendment to the Hess Ranch PD to relocate the planned school to a more suitable site. It proposes to relocate the planned school from PA-19 to PA-31, which is located further west on Spirit Trail Parkway and has terrain that is more suitable for school development. The proposed amendment to the PD zoning would eliminate PA-19, which is 11.38 acres in area, and merge the land with adjacent PA-18 that is planned as a park. The new planned school site in PA-31 would also have an area of 11.38 acres which DCSD indicates is sufficient for a new elementary school. It would be developed in the future as part of Looking Glass Segment 2B or 3.
2. **PA-19 School Site Converted to Parks/Open Space:** As indicated in #1 above, the 11.38 acres of land in PA-19 are proposed to be added to PA-18 which is planned for a future community park with open space. This will result in a larger park with open space that has a total area of 24.14 acres and is twice the size of the originally planned park. The active, developed park in PA-18 would have an area of 12.76 acres; however, the additional 11.38 acre area would be used as open space with limited improvements such as a trail(s) and seating due to the steeply sloping terrain and natural drainage that traverses it. The planned open space area has interesting topography, vegetation and site characteristics that will complement the adjacent community park and Brandy Gulch open space.
3. **Previously Approved Residential Lots/Units Relocated:** PA-31, the new elementary school site, was originally planned for residential development when the Town Council approved the Hess Ranch PD zoning many years ago. The applicant wishes to preserve its zoning approval to develop the residential lots/units in PA-31 that are now being displaced by the planned elementary school that is proposed to shift from PA-19 to PA-31. It proposes to reallocate the approved residential lots/units from PA-31 to other Planning Areas within the Looking Glass Segments 1 and 2 areas of the Hess Ranch PD. Of these, a total of 16 residential lots/units are proposed to be reallocated to PA-6 located in Looking Glass Segment 1 - Filing 8 that is planned for single-family attached homes (duplexes). While the applicant is proposing to reallocate approved residential lots/units as described above, there is no increase in approved residential yield or density in the Hess Ranch PD.
4. **Minor Revisions to Planning Area Boundaries:** The applicant proposes minor revisions to Planning Area boundaries and related land area to better align with the proposed Sketch/Preliminary Plans. The proposed revisions are the result of advanced planning and design work that will further define the location and extent of grading, development blocks, parks/open space and street alignments.

The Planning Commission held a public hearing on the proposed amendment to the Hess Ranch

PD zoning on November 10, 2022, and made a recommendation to the Town Council in favor of Ordinance No. 3.315.4.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. P.C. Report Z22-004, SUB21-066 & 067, SUB21-059 & SUB21-060
2. Ordinance No. 3.315.4

RECOMMENDED MOTION

I move to approve Ordinance No. 3.315.4 on first reading and to schedule second reading for December 5, 2022, as part of the consent agenda.



Planning Commission Staff Report

Planning Commission Date: 11/10/2022

Town Council Date: 12/5/2022

Hearing Type: Public Hearing
Hess Ranch PD Zoning Amendment – Zoning
Looking Glass Segment 2a Sketch and Preliminary Plan
Looking Glass Filing 8 Sketch and Preliminary Plan

TRAKiT Nos.: Z22-044, SUB21-066, SUB21-067, SUB21-059, and SUB21060

Location: The sites are located south and west of the intersection of Stroh Road and Crowfoot Valley Road.

Project Planner: Bryce Matthews, Assistant Director-Planning

Applicant: LB Parker, LLC;
Stelvio Management, LLC;
KB Home Colorado, Inc.

Executive Summary: The applicants are proposing:

1. Amendments to the Hess Ranch Planned Development zoning to relocate a proposed elementary school site in coordination with DCSD;
2. A Sketch and Preliminary Plan (Looking Glass Segment 2A) for 658 residential lots, two Mixed-Use tracts (24 +/- acres) for future commercial and residential uses, approximately 53.5 acres of open space, and approximately 34.2 acres of parks from an approximate 345.5-acre parcel; and
3. A Sketch and Preliminary Plan for 106 duplex lots with 11 tracts for landscaping and open space in Looking Glass Filing 8.

Staff Recommendation: Approval

RECOMMENDED MOTION

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

“I move the Planning Commission recommend Town Council approve the requested Looking Glass Segment 2A Sketch Plan and Preliminary Plan subject to the following conditions:”

The applicant shall comply with the following condition of approval in connection with Town approval of the Sketch and Preliminary Plan. The applicant shall demonstrate compliance with the condition of

approval prior to the recording of any final plat for a Planning Area or portion thereof which contains residential lots.

1. *The Sketch and Preliminary Plan (the Plan) shall comply with Section 13.10.090(a), Utilities, of the Municipal Code as amended that requires “All on-site utilities serving a subdivision or single use shall be placed underground. On-site utilities shall include improvements, facilities, equipment, and appurtenances for service to individual lots as part of a plat, replat, or site plan. The cost of undergrounding utilities shall be borne by the development.”*
2. *The Plan shall incorporate the use of a side and rear yard utility easement(s) only for on-site utilities providing electric service to individual residential lots.*
3. *The Plan may incorporate the installation of above-ground utility elements for the provision of electric service to individual residential lots such as pedestals, transformers or other equipment provided they are placed in a rear-yard utility easement only. Said elements shall be placed at or near the rear corner where the rear-yard and side-yard utility easements meet to the maximum extent practicable.*
4. *Where the installation of above-ground utility elements in the rear-yard utility easement is infeasible, such elements may be placed above-ground in the side-yard utility easement provided it is located in the side-yard utility easement between the rear of the principal structure and the rear property line. Said elements shall be placed at or near the rear corner where the rear-yard and side-yard utility easements meet to the maximum extent practicable.*
5. *Meters may be placed above-ground if mounted to the principal structure.*
6. *All above-ground equipment visible from Town streets and rights-of-way shall be screened in accordance with a Town-approved landscaping plan.*
7. *Where an applicant is unable to comply with Condition of Approval subsections #1-6 above, the applicant may apply to the Town Council for approval of a modification or waiver of the standards subject to a demonstration that:*
 - a. *There is a hardship related to the exceptional narrowness, shallowness, or shape of a specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property; or*
 - b. *The utility has refused to provide service and said decision is upheld by the Colorado Public Utilities Commission.*
8. *All structures and uses, except for temporary uses authorized by this Title, shall be served by public water and sewer facilities.*

“I move the Planning Commission recommend Town Council approve the requested Looking Glass Filing 8 Sketch Plan and Preliminary Plan.”

ALTERNATIVE MOTIONS

Hess Ranch PD 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.”

Looking Glass Segment 2A Sketch and Preliminary Plan

“I move the Planning Commission recommend Town Council approve the requested Looking Glass Segment 2A Sketch Plan and Preliminary Plan.”

“I move the Planning Commission recommend Town Council deny the requested Looking Glass Segment 2A Sketch Plan and Preliminary Plan.”

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

“I move the Planning Commission vote to continue Looking Glass Segment 2A Sketch Plan and Preliminary Plan to a future date.”

Looking Glass Filing 8 Sketch and Preliminary Plan

“I move the Planning Commission recommend Town Council deny the requested Looking Glass Filing 8 Sketch Plan and Preliminary Plan.”

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

“I move the Planning Commission vote to continue the Looking Glass Filing 8 Sketch Plan and Preliminary Plan to a future date.”

I. BACKGROUND/DISCUSSION

The subject properties are located south and west of the intersection of Stroh Road and Crowfoot Valley Road. The site is currently undeveloped and is directly adjacent to Looking Glass Segment 1 to the east, the undeveloped Anthology North property to the north, and future phase of Looking Glass to the west.

Z22-004 PD Zoning Amendment:

The applicants are requesting the approval of a zoning amendment to the Hess Ranch PD. Specifically, the applicant is requesting the following changes:

1. **School Site Location Moved** - Due to concerns expressed by the Douglas County School District regarding the suitability for development of the current location for a future elementary school site in the PD, the applicants have agreed to pursue an Amendment to change the elementary school location to a more desirable and developable site. Currently, the school site is in Planning Area (PA)-19 and includes 11.38 acres. The school site would be relocated to a more developable site further west to PA-31. PA 19 would no longer exist in the proposed Hess Ranch Planned Development Amendment No. 4. The newly proposed site, PA-31, would maintain the same acreage as previously proposed, 11.38 acres, and be a part of the future development within Segment 2B. The remaining developable acreage within the previous PA-31 would be relocated to PA-33.

2. **Previous School Site Added to Park/Open Space** - The 11.38 acres site previously Planning Area 19 (previous school site)) would be added to the Community Park designated in Planning Area 18 (12.76 acres), creating a new 24.14-acre Community Park. Due to topographical challenges in the original PA-19, which contributed to the relocation of the school site, the developed park in PA-18 would remain 12.76 acres with the remaining 11.38 acres being maintained as undeveloped open space. The open space area has more interesting site characteristics which will complement the Brandy Gulch open space adjacent to the site. The proposal would not reduce the park area in the zoning and would still provide a 12.76 developed park along the frontage of Spirit Trail Boulevard that meets the park requirements of the Town.
3. **Permitted Dwelling Units Reallocated** - Dwelling units previously proposed within PA-31 are proposed to be reallocated to other Planning Areas within North Parcel – Segment 1 and 2. Sixteen dwelling units have been relocated from PA-14 to PA-6 (Filing 8 and located within North Parcel – Segment 1). PA-6 was previously designated for 90 dwelling units. The relocation of the 16 dwelling units would allow for a total of 106 dwelling units in PA-6. There are no changes in overall densities or dwelling units within the PD.
4. **Minor Revisions to Planning Area Boundaries** - Small changes in Planning Area boundaries and acreages were made to better align with the proposed Sketch and Preliminary Plans. The changes in boundaries are due to further definition of pocket parks, grading and street alignments. There are no changes to Open Space as allocated on PD Amendment No. 3.

SUB21-066 and SUB21-067 Sketch and Preliminary Plan Segment 2A

The approximate 345.5-acre site is located south and west of the intersection of Stroh Road and Spirit Trail Boulevard. The parcel is currently undeveloped. The Sketch and Preliminary Plans request approval of 658 residential lots, two Mixed-Use tracts (24 +/-) acres) for future commercial and residential uses, approximately 53.5 acres of open space, and approximately 34.2 acres of parks from an approximate 345.5-acre parcel.

The charts below show consistency with the Hess Ranch Planned Development Amendment No. 4.

PD Dwelling Unit Maximums

LAND USE SUMMARY		
LOTS		
PLANNING AREA	FILING NO.	NUMBER OF LOTS
PA3 & PA4	9	2 (COMMERCIAL)
PA5	10	50
PA5	11	79
PA24	12	76
PA24	13	58
PA20	14	91
PA13	15	59
PA2	16	68
PA11	17	73
PA11	18	57
PA11	19	47
TOTAL		658

Segment 2A Land Use Summary			
Planning Areas	Lots Permitted	Filing No.	Lots Proposed
PA3 & PA4	N/A	9	2 (Commercial)
PA5	129	10	50
		11	79
PA24	134	12	76
		13	58

PA20	91	14	91
PA13	59	15	59
PA2	68	16	68
PA11	177	17	73
		18	57
		19	47
	658		658

The proposed maximum dwelling units proposed are consistent with those allowed under the PD.

Parks and Open Space

Required Parks:

Single-Family Detached and Duplexes

Total Amount = Dwelling units × 0.0239 acres/unit

15.726 = 658 × 0.0239 acres/unit

The applicant is providing approximately 31.5 acres of parks within Segment 2A.

Required Open Space:

Per the First Amendment to Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement Hess Ranch requires 282.77 gross acres of Open Space within the North Parcel. North-Parcel Segment 1 has dedicated 136.25 acres of open space resulting in a remaining 146.52 acres of open space to be provided in Segment 2. The Sketch and Preliminary Plan is for Segment 2a and is providing 53.847 acres of open space. The remaining filings for Segment 2b will be required to dedicate the outstanding remainder of 92.673 acres. Future Tracts A-1 and A-2 are zoned as Mixed-Use Planning Areas within the PD and allow for a mix of residential and commercial uses. Tract LL will be a future senior park space for the proposed age restricted community.

LOOKING GLASS SEGMENT 2A			
<i>Tract Area</i>	<i>Dwelling Units</i>	<i>Planned Development Open Space (ac)</i>	<i>Park Land Dedication (ac)</i>
<i>Looking Glass - Segment 2a</i>			
Tract E		1.820	
Tract F		10.43	
Tract T		4.486	
Tract BB		6.594	
Tract KK		0.3643	
Tract CC		5.127	
Tract JJ		3.778	
Tract QQ			1.06
Tract V V		1.605	
Tract PP		16.291	
Tract SS		3.352	
Tract D			25.686
Tract G (pool)			0.700
Tract R			2.511
Tract AA			1.506
Total proposed	0	53.847	31.463
Total required Segment 2A	658	53.488	15.73
Future Tract A-1, A-2 and LL	238		2.78

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

SUB21-059 and SUB21-060 Sketch and Preliminary Plan Looking Glass F8

The 19.4664-acre site is located south and west of the intersection of Stroh Road and Crowfoot Valley Road. The parcel is currently undeveloped and the last parcel to be developed within Segment 1 of Looking Glass. The Sketch and Preliminary Plans requests approval of 106 residential lots for paired homes and 11 tracts. Filing 8 corresponds with PA-6 in the PD and allows for SFe development. The SFe designation in the PD allows for a variety of residential land use types ranging in intensity from single family detached to condominium dwelling units. The current version of the PD, Hess Ranch Planned Development Amendment No. 3, allows for 90 dwelling units in PA-6. If the PD zoning Amendment No. 4 is approved 16 additional units will be transferred to the planning area, for a maximum of 106 dwelling units. The charts below show consistency with the Hess Ranch Planned Development Amendment No. 4.

PD Dwelling Unit Maximums

NORTH PARCEL - SEGMENT 1 - PD AMENDMENT NO. 4					
	Parcel #	Land Use	Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
	6	SFe	17.99	6.00	106
	7	SFd	52.84	4.50	206
	8	SFf	28.02	3.20	82
	9	SFe	11.65	6.00	51
	21	SFf	41.28	3.20	129
	25	SFf	36.86	3.20	120
	SUBTOTAL		188.64	-	694
		Open Space	136.25		
		Right of Way	28.97		
AMENDMENT SUBTOTAL			353.86	-	

The proposed maximum dwelling units proposed are consistent with those allowed under the Hess Ranch Planned Development Amendment No. 4.

Parks and Open Space

Required Parks:

There are 694 dwelling units in Looking Glass Filing Segment 1, which includes Filing 8. Based on code requirements for parks dedications, a total of 16.59 acres of park space is required in Segment 1. Filings 2 through 7 have already provided a total of 17.04 acres and no further park requirement is required for Filing 8.

Required Open Space:

Per the First Amendment to the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement Hess Ranch 282.77 gross acres of Open Space are required within the North Parcel. Section 13.07.145 – Common Open Space, as applied to property zoned for planned development (PD), total development parcel means the total gross land area subject to the PD Development Guide (Master Plan) and does not

mean the land area contained in each separate filing of a larger, phased planned development. North-Parcel Segment 1 has dedicated 136.25 acres of open space resulting in a remaining 146.52 acres of open space to be provided in Segment 2. No further Open Space dedication is required in Filing 8.

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

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1984	A portion of the northeast corner of the subject property was voluntarily annexed by the Town (Ordinance 2.27) and zoned Stroh Ranch PD allowing for a variety of residential and commercial uses.
2003	The remainder of the subject property was voluntarily annexed by the Town (Ordinance 2.140), combined with the easterly vacant portion of the property, and zoned as Sunmarke PD- Planned Development to allow a variety of residential and commercial uses.
2007	Town Council approved a PD Amendment to rename the PD from Sunmarke to Anthology and to amend the roadway network, open space reservation and other land uses.
2008	Town Council approved a PD Amendment to make minor changes to the roadway network and land uses.
2015	The PD-Planned Development zoning covering the subject property was split from the northerly portion of the property and named Hess Ranch. The amended PD, approved by Town Council, allowed for a variety of residential and commercial uses.
2019	The current PD-Planned Development rezoning was amended to allow for dendritic design of Segment 1 of the subject property and was approved by Town Council.
2020	Town Council approved an annexation amendment and rezoning for the Planned Development for dendritic drainage design, preservation of the commercial zoning at

	the intersection of Stroh Road and Chambers Road and a re-alignment of rights-of-way.
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III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Hess Ranch Planned Development		
Master Plan Area	Medium Density Residential, Low-Density Residential and Neighborhood Center		
Site Acreage	Entire PD: 1,135.86 acres Segment 2A: 345.495 acres Filing 8: 19.4664 acres		
Subdivision	Looking Glass Segment 2A Sketch and Preliminary Plan Looking Glass Segment 1 Filing 8 Sketch and Preliminary Plan		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Undeveloped (Anthology North)
South	Douglas County	Douglas County Zoning	Large lot residential
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Crowfoot Valley Road and single-family detached residential units
West	Medium Density Residential	PD - Planned Development	Reuter Hess Reservoir

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	Low Density Residential: Consists of an overall gross density of 2.2 dwelling units per acre. Higher densities for housing for older adults may be considered if impacts are comparable to other uses permitted within this Character Area. Medium Density Residential: 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 if impacts are comparable to other uses permitted within this Character Area. Neighborhood Center: Neighborhood Centers should be planned to serve the basic needs of the surrounding resi-

	dents. Typical uses within Neighborhood Centers include convenient retail and personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Neighborhood Center should range from 50,000 to 250,000 square feet combined. In general, a Neighborhood Center shall have no less than 33 percent or eight (8) acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use. Higher density residential is appropriate in these Centers as a transition between less intense residential areas and nonresidential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle to obtain goods and services. Massing and scale of higher density residential development shall respect the scale and massing of adjoining land uses and shall reflect an integrated neighborhood feel. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	Land Use 1.A, B, D, E, F, G, H, I Housing and Neighborhoods 2, 2.A, 5, 5.A Natural Resource Protection 1.A, B, C, 2, 2.A, C, D, 4.B, C, D, E, F, G, H, I Open Space and Recreation 1, 1.A, 2, 2.A, 3, 3.A
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is identified for low and medium density residential uses, as well as mixed-use and commercial planning areas within a Neighborhood Center per the General Land Use Plan. The proposed amendment to the Hess Ranch PD will facilitate the development of the future school and is consistent with the request made by the Douglas County School District. The Sketch and Preliminary plans for Segment 2A and Filing 8 propose densities, maximum dwelling units, parks, and open space consistent with the requirements of the PD.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY			
Provisions	Existing/Required	Proposed	Analysis

Setbacks	Setbacks, Residential roadway buffers, and open space buffers are established in the Hess Ranch PD Amd. 4.	Building setbacks will be reviewed at the time of building permit submittal. All lots are consistent and meet and exceed residential roadway buffer and other buffer requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	Densities and maximum dwelling units per each Planning Areas are established in the Hess Ranch PD Amd. 4 SFd: 4.5 DU/Acre SFf: 3.2 DU/Acre SFe: 6 DU/Acre MU: 22 DU/Acre Commercial: N/A	All planning areas are consistent with the Hess Ranch Amd. 4 and reflect the transfer of units caused by the relocation of the school site at the behest of the Douglas County School District	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	Heights are established in the Hess Ranch PD Amd. 4. SFd: 35 ft. SFf: 35 ft. SFe: 35 ft. MU: 45 ft or 50 ft UbSr Commercial: 60 ft.	Building heights will be reviewed at the time of the residential design matrix submittal and at the time of building permit review.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	The minimum lot size for each land use designation is established in the Hess Ranch PD Amd. 4 SFd: 3,500 sf. SFf: 3,500 sf. SFe: 2,000 sf/duplex 3,500 sf MU: 1,200/townhomes Commercial: None	The proposed minimum lot sizes range from 2,800 to 4,950 square feet which complies with the zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant has submitted a preliminary landscape plan. Staff has reviewed these documents and determined that it complies with Section 13.06.070 of the Land Development Ordinance (LDO).	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Staff has reviewed the proposed sketch and preliminary plans for	☒ Consistent ☐ Inconsistent ☐ N/A

		compliance. This review will be evaluated in greater detail during the Final Plat.	
Miscellaneous	See Parks and Open Space section in Background/Discussion	See Parks and Open Space section in Background/Discussion	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The proposed Sketch and Preliminary Plans are in conformance with the proposed zoning and the Land Development Ordinance.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Segment 1 of the Hess Ranch development is served by Stroh Road and Chambers Road extensions. A new collector street, Spirit Trail Boulevard, connects these two arterial roads. The Stroh Road and Chambers Road extensions associated with Segment 2 will provide connections to the existing infrastructure and road network while implementing a portion of the overall roadway plan adopted in the Town's Transportation Master Plan. As future segments of Hess Ranch are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development and the regional roadway system as it has been contemplated in the approved Planned Development since 2015.

At full capacity, Stroh Road and Chambers Road will be four and six lane arterial roadways, respectively. However, as agreed to in the annexation agreement for Hess Ranch, the applicant is responsible for designing and grading the entirety of these roadways but will generally only be constructing half of the lanes of Chambers Road. The Town will construct the remaining three lanes of Chambers Road in the future when traffic counts warrant the expansion of the roadway as a part of a future Capital Improvement Program (CIP) process. The developer of the adjacent property to the north will construct the remainder of the shared portion of Stroh Road. The portion of Stroh Road that is located entirely within the Looking Glass property will be constructed in full by the Looking Glass developer.

Stroh Road, Chambers Road, and Spirit Trail Boulevard will provide access to the future commercial development and residential filings for planned individual lots. All access from these roadways will meet the Town's intersection spacing criteria.

VII. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response

DCSD has expressed that the previously identified school site in the former Planning Area 19 presents challenges to the site topography, the natural drainage-way on the property, and limited access. DCSD has also expressed support for a school site to be in Planning Area 31. The disadvantages of the PA-19 Site with its steep topography and drainage issues make the site uneconomical to develop. Moving the site to PA-31 is a practical solution to these challenges. Based on consultation with DCSD's consulting civil engineer and review by DCSD Planning Department staff, DCSD is confident that the school site proposed in Planning Area 31 meets the needs of DCSD for a school required in this fast growing and underserved area.

Staff Analysis

A need exists for the zoning amendment to accommodate the request of the Douglas County School District while reallocating units on the proposed school site that were previously approved and would otherwise be lost if not relocated. The change to the Planning Areas allows for the future elementary school development and preservation of the commercial and residential development allowed by the PD.

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

- **Constructability:** The design guidelines require that school sites be relatively flat and constructible, free of easements land encumbrances, and located away from hazardous uses. PA-31 is considerably flatter than the site proposed in Planning Area 19.
- **Separation of Traffic:** The site should offer opportunities for separation of traffic for busses and cars. DCSD Design Guidelines recommend two access points from adjacent streets to distribute bus and auto traffic and to avoid congestion and traffic conflicts. Within PA-31 access can easily be provided from the collector street located to the east of the site. Such access is on the inside curve of the collector affording acceptable sight distance for motorists. It was also noted in the December 9th meeting between DCSD and Town of Parker staff that traffic at this point along the collector is in an area where traffic volumes may be less than other areas. Specifically, traffic from this point is expected to diverge travelling either north or south at this point of access.
- **Access:** Consistent with the Design Guidelines, DCSD looks to ensure that a public vehicular access be available along the common property line of the PA-31 school site and the adjacent park site. If the opportunity for joint access to the park and school exists DCSD has determined that this approach is generally acceptable.
- **Public Park and Community Trail:** The adjacency to a proposed park and regional trails affords the opportunity for joint use of public investments and facilities and promotes safe walking routes to the school.
- **Utilities:** PWSD water and sewer lines exist to the west and may be available for convenient connection to serve the proposed school site. This joint utility line corridor also presents an opportunity for adding new storm drainage improvements along this utility corridor. This could mean that utilities would be consolidated thereby more efficiently using land for this important infrastructure. It is our understanding that dry utilities will be available as the area develops.
- **Stormwater/Drainage Improvements:** Drainage improvements needed for the P-31 school site may be less than required in other school site locations. The property is essentially at the "headwaters" of area drainage ways meaning that the amount of offsite drainage that needs to be accommodated is likely more minimal.
- **Need for New School Construction:** The Crowfoot Valley corridor is one of the fastest growing areas in Douglas County School District's service area. The development in Looking Glass, Trails at Crowfoot, Anthology North and the new Tanterra PD subdivision will all continue to contribute to this growth and subsequent increased school enrollment into the future.
- **Adjacency to Other School Sites:** DCSD has been asked to comment on the proximity of the proposed Anthology North school site to the proposed site in Hess PD, Planning Area 31. Using the measurement of driving on the collector street between sites, the

Planning Area 31 site is closer than the Planning Area 19 site to the proposed Anthology North school site. However, students will likely use local streets and the proposed community trail system in neighborhood open space areas. If using this measurement instead the distance between the two sites and the Anthology North site is nearly identical.

Staff Analysis

The subject property has been identified as a suitable and more appropriate site for construction of a future school than the previously designated PA-19. The applicant has accommodated DCSD's request and allowed for the relocation, which has triggered the PD amendment. Parks and dwelling unit counts site wide are remaining the same. Likewise, the new school locations adjacency to the park space to the north allows for joint use potential.

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

There has been no error in the original zoning.

Staff Analysis

There was no error in the original zoning but the request to change the previously designated school site to a more appropriate and economically feasible site for development necessitated the entitlement request.

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

Applicant's Response

N/A-Zoning request came from discussions with DCSD as result of their due diligence evaluating the school site on PA-19 after original PD adoption and designation.

Staff Analysis

The request to change the previously designated school site to a more appropriate and economically feasible site for development necessitated the zoning amendment request. Staff facilitated discussions between DCSD and the applicant to come to an amicable and mutually agreed upon solution for the development of the future school while maintaining the entitlements previously granted to the applicant concerning density and dwelling units.

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

Applicant's Response

There are no changes proposed to the circulation system or anticipated traffic movements.

Staff Analysis

Town of Parker Engineering staff have reviewed the Sketch and Preliminary Plan approvals. The zoning change does not impact circulation system or anticipated traffic movements and is more beneficial to the school circulation including pick-up and drop-off. Additionally, the final platting process for the Subdivision Improvement Agreement will require infrastructure and public improvements.

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 PD Amendment request will not create a change to any municipal services that were previously anticipated by the Town.

Staff Analysis

The public improvements necessary to support the subject property were considered with the adoption of the original PD and no substantive changes in area or density are proposed. Any construction on the subject properties will be considered private and will be privately maintained.

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

The PD Amendment request will not change any environmental condition that was previously anticipated. Rather - to the contrary, the modifications to the location of the school site to PA-31 and designation of PA-19 and PA-18 (now just PA-18) as a park will better accommodate the sites characteristics such as existing vegetation and topography.

Staff Analysis

The subject property is within a portion of the Town designated by the Town's Master Plan for such uses and was anticipated for residential and commercial development. The project will be required to meet all Town environmental standards as set forth in the Land Development Ordinance. 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 PD Amendment request remains consistent with the Town of Parker 2035 Master Plan as determined by the approval of the original PD by Town Council in September of 2015. The Town's Master Plan designates this site as Low Density Residential at a gross density of 2.2 dwelling unit per acre and a Neighborhood Commercial at the corner of Stroh Road and S. Chambers Road. The PD Amendment maintains the Neighborhood Commercial area and adjacent Mixed-use areas and no change is proposed to the 3,379 dwelling units as originally approved original Hess Ranch Planned Development.

Staff Analysis

As detailed in Section IV. of this staff report, the proposed rezoning to allow for the relocation of the school site and the Amendment to the Planned Development are consistent with the Character Areas 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 PD Amendment request does not propose any change to land uses that would impact or change any of the obligations related to services or the needs of the developing community. The proposed number of dwelling units remains the same for the Hess Ranch PD-North at 2,489 DUs as was originally intended. As such, there are no additional impacts to services, school needs and park land has been increased by 11.38 acres.

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	Advisory Comments
Aztec Consultants	No Comment
Parker Building	Advisory Comments
Fire Life Safety	Advisory Comments
Douglas County Assessor's Office	No Comment
Douglas County Planning	Advisory Comments
Douglas County School District	Approved
Parker Police	No Comment
Parker Comprehensive Planning	The proposed PD amendment and Sketch and Preliminary Plans align with the Parker 2035 Master Plan
Xcel	Advisory Comments
IREA	Advisory Comments on new CORE policy
CenturyLink	No Comment
Cherry Creek Basin Water Quality Authority	Advisory Comments
Comcast	No Comment
Parker Water and Sanitation District	Approved

VIII. CONCLUSION

The applicants are proposing:

1. Amendments to the Hess Ranch Planned Development to relocate a proposed elementary school site in coordination with DCSD and reallocate residential units in the PD without increasing the overall number;
2. A Sketch and Preliminary Plan for 658 residential lots, two Mixed-Use tracts (24 +/- acres) for future commercial and residential uses, approximately 53.5 acres of open space, and approximately 34.2 acres of parks from an approximate 345.5-acre parcel in Segment 2A; and
3. A Sketch and Preliminary Plan for 106 duplex lots with 11 tracts for landscaping and open space in Looking Glass Filing 8.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the Hess Ranch PD Amendment No. 4, and the Sketch and Preliminary Plans as conditioned for Segments 2A and Filing 8.

IX. RECOMMENDED CONDITIONS

Segment 2A

1. *The Sketch and Preliminary Plan (the Plan) shall comply with Section 13.10.090(a), Utilities, of the Municipal Code as amended that requires "All on-site utilities serving a subdivision or single use shall be placed underground. On-site utilities shall include improvements, facilities, equipment, and appurtenances for service to individual lots as part of a plat, replat, or site plan. The cost of undergrounding utilities shall be borne by the development."*
2. *The Plan shall incorporate the use of a side and rear yard utility easement(s) only for on-site utilities providing electric service to individual residential lots.*
3. *The Plan may incorporate the installation of above-ground utility elements for the provision of electric service to individual residential lots such as pedestals, transformers or other equipment provided they are placed in a rear-yard utility easement only. Said elements shall be placed at or near the rear corner where the rear-yard and side-yard utility easements meet to the maximum extent practicable.*
4. *Where the installation of above-ground utility elements in the rear-yard utility easement is infeasible, such elements may be placed above-ground in the side-yard utility easement provided it is in the side-yard utility easement between the rear of the principal structure and the rear property line. Said elements shall be placed at or near the rear corner where the rear-yard and side-yard utility easements meet to the maximum extent practicable.*
5. *Meters may be placed above-ground if mounted to the principal structure.*
6. *All above-ground equipment visible from Town streets and rights-of-way shall be screened in accordance with a Town-approved landscaping plan.*
7. *Where an applicant is unable to comply with Condition of Approval subsections #1-6 above, the applicant may apply to the Town Council for approval of a modification or waiver of the standards subject to a demonstration that:*
 - a. *There is a hardship related to the exceptional narrowness, shallowness, or shape of a specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property; or*

- b. The utility has refused to provide service and said decision is upheld by the Colorado Public Utilities Commission.*
- 8. All structures and uses, except for temporary uses authorized by this Title, shall be served by public water and sewer facilities.*

X. ATTACHMENTS

1. Hess Ranch 4th Amendment Development Guide
2. Hess Ranch 4th Amendment Development Plan
3. Preliminary and Sketch Plans Segment 2A
4. Segment 2A Landscape and Parks Plan
5. Preliminary and Sketch Plans Filing 8
6. Filing 8 Landscape and Parks Plan

Report Approved By: Bryce Matthews, Assistant Director - Planning

ORDINANCE NO. 3.315.4, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE HESS RANCH DEVELOPMENT, TOWN OF PARKER, COLORADO, PD DEVELOPMENT GUIDE – THIRD AMENDMENT, AND TO APPROVE THE NORTH PARCEL DEVELOPMENT PLAN – AMENDMENT NO. 4, PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the PD-Planned Development zoning for the “Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Third Amendment,” approved by the Town Council on December 7, 2020, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on December 12, 2020, at Reception No. 2020121129, and approving the North Parcel Development Plan – Amendment No. 4, pursuant to the Town of Parker Land Development Ordinance.

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

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

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

e. The requirements contained in Section 13.04.240(b) of the Parker Land Development Ordinance for amending the PD-Planned Development zoning the property described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the “Property”), have been satisfied.

Section 2. The Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Third Amendment for the Property is hereby amended as provided in the “Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Fourth Amendment,” and the North Parcel Development Plan – Amendment No. 4, which are attached hereto as **Exhibit 2** and incorporated by this reference (the “Fourth Amendment”). The uses permitted for the Property are specifically described in the Fourth Amendment.

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

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

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

Exhibit 1 (Legal Description)

SEGMENT 1:

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 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 4, THENCE SOUTH 89 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 73.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS, SURVEY NO. LSP-2474, SAID POINT ALSO BEING **THE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES:

1) SOUTH 00 DEGREES 14 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.10 FEET TO A POINT OF NON-TANGENT CURVATURE;

2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 48 SECONDS, A RADIUS OF 885.12 FEET, AND AN ARC LENGTH OF 21.06 FEET, (CHORD BEARS SOUTH 00 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 21.06 FEET);

3) SOUTH 13 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 317.67 FEET TO A POINT OF NON-TANGENT CURVATURE;

4) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 44 SECONDS, A RADIUS OF 787.50 FEET, AND AN ARC LENGTH OF 74.62 FEET, (CHORD BEARS SOUTH 17 DEGREES 03 MINUTES 01 SECONDS WEST, A DISTANCE OF 74.59 FEET) TO A POINT OF COMPOUND CURVATURE;

5) ALONG THE ARC OF SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 52 SECONDS, A RADIUS OF 885.00 FEET, AND AN ARC LENGTH OF 157.52 FEET, (CHORD BEARS SOUTH 32 DEGREES 13 MINUTES 49 SECONDS WEST, A DISTANCE OF 157.31 FEET);

6) SOUTH 52 DEGREES 22 MINUTES 39 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

7) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 50 MINUTES 48 SECONDS, A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.92 FEET, (CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 248.13 FEET);

8) SOUTH 53 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 1,098.00 FEET TO A POINT OF CURVATURE;

9) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 24 SECONDS, A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39 DEGREES 34 MINUTES 43 SECONDS WEST, A DISTANCE OF 476.53 FEET);

10) SOUTH 25 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND RECORDED AT RECEPTION NO. 9123329 OF THE AFOREMENTIONED RECORDS;

THENCE ALONG THE NORTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1) SOUTH 79 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 645.52 FEET;

2) NORTH 79 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 197.45 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 15 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.28 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING SEVEN (7) COURSES:

1) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 48 SECONDS, A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 119.03 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 119.02 FEET);

2) SOUTH 40 DEGREES 40 MINUTES 53 SECONDS WEST, A DISTANCE OF 245.65 FEET;

3) SOUTH 42 DEGREES 04 MINUTES 51 SECONDS WEST, A DISTANCE OF 958.65 FEET TO A POINT OF CURVATURE;

4) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 22 SECONDS, A RADIUS OF 7,692.00 FEET, AND AN ARC LENGTH OF 419.23 FEET, (CHORD BEARS SOUTH 40 DEGREES 31 MINUTES 10 SECONDS WEST, A DISTANCE OF 419.18 FEET);

5) SOUTH 51 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

6) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 08 SECONDS, A RADIUS OF 7,689.00 FEET, AND AN ARC LENGTH OF 306.73 FEET, (CHORD BEARS SOUTH 37 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 306.71 FEET);

7) SOUTH 36 DEGREES 40 MINUTES 21 SECONDS WEST, A DISTANCE OF 79.57 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,275.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 16 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2639.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5 MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2643.05 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5 MONUMENTED BY A 2" ALUMINUM CAP STAMPED LS 33202;

THENCE SOUTH 89 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,644.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 07 MINUTES 38 SECONDS EAST, ALONG THE CENTER LINE OF SAID SECTION 6, A DISTANCE OF 5,240.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED LS 22088;

THENCE NORTH 89 DEGREES 24 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,484.33 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 23 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS SOUTH 57 DEGREES 41 MINUTES 27 SECONDS EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 651.65 FEET;

THENCE SOUTH 55 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 412.26 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 03 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.69 FEET (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 81 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 53 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.86 FEET, (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 415.03 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2408.42 FEET, AND AN ARC LENGTH OF 1,091.15 FEET (CHORD BEARS SOUTH 88 DEGREES 02 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 480.67 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN ARC LENGTH OF 480.22 FEET (CHORD BEARS NORTH 79 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 307.11 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN ARC LENGTH OF 555.22 FEET, (CHORD BEARS NORTH 85 DEGREES 41 MINUTES 05 SECONDS EAST, A DISTANCE OF 555.17 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 24 MINUTES 54 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.40 FEET, (CHORD BEARS NORTH 66 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 929.33 FEET);

THENCE NORTH 52 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 242.53 FEET; THENCE NORTH 54 DEGREES 06 MINUTES 02 SECONDS EAST, A DISTANCE OF 556.22 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 01 MINUTES 26 SECONDS, A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET, (CHORD BEARS NORTH 74 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 314.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE **POINT OF BEGINNING**.

SEGMENT 2:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER SECTION 4, A PART OF SECTION 5 AND THE EAST HALF OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOOKING GLASS FILING NO. 1, PER PLAT RECORDED APRIL 15, 2020 AT RECEPTION NO. 2020028941 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOOKING GLASS FILING NO. 1 THE FOLLOWING 31 COURSES:

1. SOUTH 05°15'37" EAST, 71.80' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $87^{\circ}34'16''$ AN ARC LENGTH OF 30.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $51^{\circ}28'29''$ EAST, 27.68 FEET);
3. TANGENT TO SAID CURVE, SOUTH $07^{\circ}41'21''$ EAST, 173.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 910.00 FEET;
4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}26'44''$ AN ARC LENGTH OF 626.50 FEET;
5. TANGENT TO SAID CURVE, SOUTH $31^{\circ}45'23''$ WEST, 327.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET;
6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}33'58''$ AN ARC LENGTH OF 59.77 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET;
7. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $95^{\circ}30'09''$ AN ARC LENGTH OF 33.34 FEET;
8. NON-TANGENT TO SAID CURVE, SOUTH $41^{\circ}49'31''$ WEST, 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET;
9. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $95^{\circ}30'09''$ AN ARC LENGTH OF 33.34 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $00^{\circ}25'25''$ EAST, 29.61 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00;
10. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}39'20''$ AN ARC LENGTH OF 309.65 FEET;
11. TANGENT TO SAID CURVE, SOUTH $70^{\circ}59'00''$ WEST, 586.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,000.00 FEET;
12. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ}16'00''$ AN ARC LENGTH OF 528.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1000.43;
13. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ}32'41''$ AN ARC LENGTH OF 114.28 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $43^{\circ}30'08''$ WEST, 114.21 FEET);
14. NON-TANGENT TO SAID CURVE, SOUTH $34^{\circ}10'02''$ WEST, 81.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET;
15. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $93^{\circ}09'56''$ AN ARC LENGTH OF 32.52 FEET;
16. NON-TANGENT TO SAID CURVE, SOUTH $29^{\circ}55'17''$ WEST, 193.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET;
17. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $87^{\circ}40'37''$ AN ARC LENGTH OF 45.91 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $09^{\circ}40'17''$ EAST, 41.56 FEET);

18. NON-TANGENT TO SAID CURVE, SOUTH 60°30'34" EAST, 101.34 FEET

19. SOUTH 55°49'58" EAST 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET;

20. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°48'02" AND ARC LENGTH OF 37.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 77°34'03" EAST, 34.35 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,695.00 FEET;

21. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°11'21" AN ARC LENGTH OF 419.77 FEET;

22. NON-TANGENT TO SAID CURVE, SOUTH 16°46'42" WEST, 90.34 FEET;

23. SOUTH 36°44'54" WEST, 138.77 FEET;

24. SOUTH 01°18'00" EAST, 103.53 FEET;

25. SOUTH 06°24'08" WEST, 180.20 FEET;

26. SOUTH 00°51'50" EAST, 65.59 FEET;

27. SOUTH 04°08'00" WEST, 565.00 FEET;

28. SOUTH 23°25'25" WEST, 74.16 FEET;

29. SOUTH 04°08'00" WEST, 149.07 FEET;

30. SOUTH 31°10'52" EAST, 139.68 FEET;

31. SOUTH 00°43'48" EAST, 57.39 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°16'12" WEST, 1,496.68 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SOUTH 89°44'38" WEST, 2,643.05 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SOUTH 89°08'04" WEST, 2,644.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE CENTER LINE OF SAID SECTION 6, NORTH 00°07'38" EAST, 5,240.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, NORTH 89°24'47" EAST, 2,484.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,335.23 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°18'23" AN ARC LENGTH OF 263.49 FEET, (THE CHORD OF SAID CURVE BEARS SOUTH 57°41'27" EAST, 263.06 FEET);
THENCE TANGENT TO SAID CURVE, SOUTH 52°02'15" EAST, 651.65 FEET;

THENCE SOUTH 55°15'38" EAST, 412.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,265.85;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°35'03" AN ARC LENGTH OF 1,382.69 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 79°28'40" EAST, 1,314.97 FEET);

THENCE NON-TANGENT TO SAID CURVE NORTH 81°01'59" EAST, 1,141.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,142.75 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°07'53" AN ARC LENGTH OF 999.86 FEET, (THE CHORD OF SAID CURVE BEARS SOUTH 81°36'36" EAST, 968.27 FEET);

THENCE NON-TANGENT TO SAID CURVE, SOUTH 71°26'40" EAST, 415.03 FEET TO THE BEGINNING OF NON-TANGENT CONCAVE NORTHERLY HAVING A RADIUS OF 2,408.42 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°24'54" AN ARC LENGTH OF 942.21 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 86°15'43" EAST, 936.22 FEET) TO THE POINT OF BEGINNING;

CONTAINS 34,063,308 SQUARE FEET OR 781.9859 ACRES

EXHIBIT 2

Hess Ranch Development
Town of Parker, Colorado

PD DEVELOPMENT GUIDE – FOURTH AMENDMENT

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I. GENERAL PROVISIONS

A. Application

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

This Development Guide is only one of several documents that will help guide the Hess Ranch Planned Development. The Development Guide and the Development Plan are the planning documents for this development.

The Development Agreement is a third document that will help frame the overall development with specific language of agreements, triggers, responsibilities, etc. Please refer to this document to gain a full understanding of the Hess Ranch Planned Development.

B. Density Standards

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

C. Density Variation

In no event shall the total number of 3,379 residential Dwelling Units within all Planning Areas as set forth on the "HESS RANCH DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional twenty percent (20%) of the number of units allowed for each Planning Area, as set forth in the "HESS RANCH PD DEVELOPMENT PLAN AND GUIDE", as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Unbuilt or unused dwelling units resulting from the Final Plat of any Planning Area, may be transferred to other areas provided that the receiving Planning Area does not receive more than 20% of the original density provided for on the Hess Ranch Development Plan. The transfer of any unbuilt or unused dwelling units may occur at any time throughout the development process of Hess Ranch. Any increase or decrease of dwelling units within a Planning Area by more than 20% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code.

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "HESS RANCH DEVELOPMENT PLAN", the Planning Area boundary is the edge of the abutting right-of-way of such street (except Crowfoot Valley Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "HESS RANCH DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road

alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "HESS RANCH DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than twenty percent (20%) in size.

E. Underground Utility Requirements

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

F. Homeowner Associations

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

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

G. Agricultural Uses

Any portion or portions of the property described as the Hess Ranch Planned Development, where development has not commenced in accordance with the adopted Development Guide and Plan, may be used on a temporary basis for agricultural purposes, as provided herein.

II. DEFINITIONS

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

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

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

C. Definitions:

1. **Abut.** To have a common border with.
2. **Accessory Buildings.** Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.

3. **Age Targeted Dwelling.** Housing designed to appeal to the lifestyle needs of buyers over 55 years of age.
4. **Age Restricted Dwelling.** Housing limited to buyers and occupants 55 years of age or older.
5. **Agricultural Uses.** The uses which are permitted include:
 - 1) Farming, including plowing, tillage, cropping, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.
 - 2) Ranching, including grazing of livestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
 - 3) Open space.
 - 4) Selling agricultural products not requiring a state tax license.
6. **Building, Principal or Main.** A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
7. **Building Front.** That exterior wall of a Building which faces a Front Lot Line of a Lot.
8. **Building Ground Coverage.** The amount of land covered or permitted to be covered by a Building.
9. **Building Setback.** The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.
10. **Building Side.** That exterior wall of a Building which faces a Side Lot Line of a Lot.
11. **Building Rear.** That exterior wall of a Building which faces a Rear Lot Line of a Lot.
12. **Car Care Center.** An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not Include paint spraying or body repair.
13. **Density, Gross or Average.** A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portions thereof; including all land within said Planning Area(s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater.
14. **Density, Net.** A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Roads, Parks, Open Space, recreations, educational, community or public use, and Public Street rights-of-ways and easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
15. **Dwelling Unit, Atrium.** An alternative type of Single Family Detached or Attached Dwelling Unit in which the private Individual Open Space associated with each Dwelling Unit is consolidated into a private yard surrounded by buildings or walls forming an atrium. This atrium replaces the conventional front side and rear yards associated with traditional Single Family Detached Dwelling Units.

16. **Dwelling Unit, Clustered Single Family.** A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. **Dwelling Unit, Duplex.** A detached building on a single parcel containing two (2) dwelling units, designed for or used as dwellings exclusively by two (2) families each living as an independent housekeeping unit, or two attached units sharing a common wall with separate entries and separate lots for each unit.
18. **Dwelling Unit, Patio.** An alternative type of Single Family Detached or Attached Dwelling Unit in which the private Individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
19. **Dwelling Unit Single Family Attached.** A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. **Dwelling Unit, Single Family Detached.** A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall, or floor in common with any other Dwelling Unit.
21. **Dwelling Unit, Townhome.** A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has Individual outside access. Townhome Dwelling may have no side yards, or front and rear yards. May include duplex, triplex, fourplex, or more.
22. **Dwelling Unit, Zero Lot Line.** An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
23. **Dwelling Unit, Live/Work.** An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where setbacks apply.
24. **Dwelling Unit, Condominium.** A type of Single-Family Dwelling Unit. The unit is individually owned, each owner receives a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, passageways, etc.
25. **Easement, Private Street.** An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker and Parker Fire Protection District approved fire access shall be provided in all cases.
26. **Exterior Storage.** Outdoor storage of fuel, raw materials, products, and equipment. In the case of lumberyards, exterior storage includes all impervious materials stored outdoors.
27. **Garage, Parallel.** A garage attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.
28. **Garage, Perpendicular.** A garage attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
29. **Group Care Facilities.** A facility where three or more persons are provided supervision and a planned treatment of counselling, therapy, or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal,

state, county or local judicial health/welfare agency or serve only referrals from such agencies. Examples of group care facilities are group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity, or senior citizen homes.

30. **Land Use Category.** A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.
- A. UNIFORM LAND USES**
- 1) Single Family Detached Dwellings
 - 2) Duplex
 - 3) Single Family Attached Dwellings-these will include atrium clustered patio, live work, townhome, duplex, including duplex, triplex and fourplex dwelling units.
 - 4) Multifamily
 - 5) Live/Work Dwelling Units - shall be associated with all MU planning areas and shall be located above retail/commercial areas that are compatible with a live work community. Usually associated with commercial developments.
 - 6) Accessory Dwelling Units - shall include all structures described in the Parker Land Use Ordinance 13.04.170. May also include utility facility enclosures and well sites.
 - 7) Places of Religious Assembly
 - 8) Accessory Structure and Uses
 - 9) Open Space
 - 10) Parks
 - 11) Neighborhood Recreational Centers and Facilities
 - 12) Group Home - refer to Group Care Facilities definition
 - 13) Assisted Living Residence - a housing facility that provides assistance to disabled individuals. These individuals cannot perform all of the ADL's (activities of daily living) i.e. eating, bathing, feeding, etc. These facilitates do not provide 24-hour care.
 - 14) Long Term Care Facility/Nursing Home
31. **Nursery.** An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, polling soil, fertilizers, insecticides, hanging baskets, rakes, and shovels.
32. **Planning Areas.** Areas of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III. - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as depicted on the PD Master Plan.
33. **Planning Commission.** The Planning Commission of the Town of Parker.
34. **Principal Use.** The specific primary purpose, activity or use for which land or any building thereon is designed, arranged, or intended, or for which it is occupied or maintained.
35. **Recreational Vehicle.** A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, mobile homes, boats, snowmobiles, and other similar recreation equipment.

- 36. **Restaurant, Conventional.** An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
- 37. **Restaurant, Fast Food.** An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal method of operation includes the following characteristics: food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.
- 38. **Restaurant, Fast Food with Drive Through Facilities.** Drive-in or drive-through means an accessory use to a building or facility that by design facilitates, encourages or allows customers to receive services or obtain goods while remaining in their motor vehicle, excluding reserved parking spaces for take-out goods where there is no menu board or communication facility.
- 39. **Setback.** The distance between the building line and the adjacent street right-of-way line or Lot Boundary.
- 40. **Structure.** Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
- 41. **Town Council.** The Town Council for the Town of Parker.
- 42. **Traditional Neighborhood Design (TND).** Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.
- 43. **Transit Oriented Design (TOD).** Transit Oriented Design neighborhoods contain a broad mix of uses including Single Family and Multi-Family residential combined with commercial and retail opportunities in land use patterns that help to create a pedestrian friendly environment, with convenient access to public transit.

III. LAND USE REGULATIONS

A. General

At the time of the Town Council's initial approval of this Development Plan and Guide, Planning Areas designated as SFe, SFf and SFg were within an area that was regulated by an Intergovernmental Agreement (IGA) between the Town of Parker and the City of Lone Tree. The number of dwelling units prescribed by the IGA was limited to 100 units for these Planning Areas. On September 5, 2015, the IGA expired. The day after, September 8, 2015, the cumulative number of dwelling units allowed for Planning Areas 27, 28, 29, 30, 31, 32 and 33 were increased to a number greater than 100. This increase will not require a Major Amendment to the Development Plan and will be counted as part of the overall 3,379 dwelling units allowed by the Plan.

B. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex, Triplex, and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Condominiums
- f. Age targeted housing (Not depicted on plan for this PD Submittal – Will be included in Site Plan/Subdivision Submittals)
- g. Age restricted senior housing. (Not depicted on plan for this PD Submittal – Will be included In Site Plan/Subdivision Submittals)
- h. Group Homes/Nursing Homes
- i. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- k. Attached or detached private garages (3 cars maximum).
- l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Parker Municipal Code.
- m. Public Open Space.
- n. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- o. Public parks, playgrounds, and other recreational areas.
- p. Places of religious assembly, religious schools.
- q. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.
- r. Public and private schools and related administrative facilities for elementary and secondary education.

3. Uses Permitted by Special Review

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

4. **Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170**
Shall also include utility facilities and well sites.

5. **Development Standards**

- a. **Average Density.** The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Areas will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback.** The minimum Building Setbacks in SFd residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls

Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

- d. **Building Separation.** The minimum building separation shall be the greater of:
 - (i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, fifteen (15) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or
 - (ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height.
- f. **Minimum Lot Sizes.** The minimum lot sizes in SFd residential Planning Areas shall be thirty-five hundred (3500) square feet.

C. Residential (SFe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Triplex and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Condominiums
- f. Age targeted housing (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- g. Age restricted senior housing (Not depicted on plan for this PD Submittal - Will be included In Site Plan/Subdivision Submittals)
- h. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- i. Group Homes/Nursing Homes
- j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- k. Attached or detached private garages (3 cars maximum).

- l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Parker Municipal Code.
- m. Public Open Space.
- n. Public and private schools and related administrative facilities for elementary and secondary education.
- o. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- p. Public parks, playgrounds, and other recreational areas.
- q. Places of religious assembly, religious schools.
- r. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

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

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PO Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in SFe residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	10 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

d. Building Separation.

The minimum building separation shall be the greater of:

- i) Seven and ½ (7.5) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, or
- ii) shall be governed by the applicable building code.

e. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height except by special review.**f. Minimum Lot Sizes.** The minimum lot sizes In SFe residential shall be two thousand (2,000) square feet for a duplex lot and thirty-five hundred (3,500) square feet for a Single-Family detached lot.

D. Residential (SFf)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Triplex and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live Work Dwelling Units.
- e. Age targeted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- f. Age restricted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- g. Group Homes/Nursing Homes
- h. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- i. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- j. Attached or detached private garages (3 cars maximum).
- k. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- l. Public Open Space.
- m. Public and private schools and related administrative facilities for elementary and secondary education.
- n. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- o. Public parks, playgrounds, and other recreational areas.
- p. Places of religious assembly, religious schools.
- q. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

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

4. **Accessory uses and building** · Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

5. **Development Standards**

- a. **Average Density.** The Average Density shall be up to three point two (3.2) Dwelling Units per acre for each Sff Planning Area, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each Sff residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback.** The minimum Building Setbacks in Sff residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls

Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

- d. **Building Separation.** The minimum building separation shall be the greater of:
 - i) seven and ½ (7.5) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFF Lands Use Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFF Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes In SFF residential Planning Areas shall be thirty-five hundred (3500) square feet.

E. Residential (SFg)

1. Intent

Provide for residential Development allowing for Estate Single Family Detached Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Attached or detached private garages.
- c. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Town of Parker Zoning Ordinance.
- d. Public parks, playgrounds, and other recreational areas.
- e. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

- a. Neighborhood public service, health and education facilities, community centers, libraries, and museums.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

- a. Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to one unit per one- and one-half acres (0.67 Dwelling Units per acre) for each SFg Planning Area. These Average Densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SFg residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in SFg residential Planning Areas shall be:
 - Building front 20 feet
 - Building side 15 feet
 - Building rear 20 feet
- d. **Building Separation.** The minimum building separation shall be the greater of:
 - i) twenty (20) feet for Single Family Detached Residential Buildings located within SFg Lands Use Planning Areas, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFg Planning Areas shall exceed thirty-five (35) feet in height except by Special Review
- f. **Minimum Lot Sizes.** The minimum lot sizes in SFg residential Planning Areas shall be 0.67 acre.
- g. **Specific to PA-41 & 47.** if these areas are developed for a clustered Age Targeted Development, the minimum lot size may be reduced to 80 feet in width and 120 feet in depth. The number of units allowed in each planning area may not increase beyond the 31 units allowed in PA-41, and the 18 units allowed in PA-47; the gross density may increase to a maximum of 1.5 du/ac. The site design for these areas must include homes backing to open space.

F. Residential (THd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-Detached, Clustered Single-Family Dwelling Units, Multi-family/Condominium Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- f. Age targeted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- g. Group Homes

- h. Age restricted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- i. Independent and/or Assisted Living.
- j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- k. Attached or detached private garages (3 cars maximum).
- l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- m. Public Open Space.
- n. Public and private schools and related administrative facilities for elementary and secondary education.
- o. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- p. Public parks, playgrounds, and other recreational areas.
- q. Places of religious assembly, religious schools.
- r. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

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

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to ten (10) Dwelling Units per acre for each THd Planning Area. These average densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each THd residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in THd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Areas. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley

- d. **Building Separation.** The minimum building separation shall be the greater of:
- i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each THd Planning Area, or
 - ii) shall be governed by the applicable building code.

- e. **Building Height.** No residential Buildings within THd Planning Areas shall exceed forty (40) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes In THd residential Planning Areas shall be one thousand two hundred fifty (1250) square feet with a width not less than twenty (20) feet.

G. Residential (THe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single-Family Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. All uses permitted by right within Residential (THd) Land Use Category. standards contained within the Residential (THd) Land Use Section shall apply, as required.
- b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

3. Uses Permitted by Special Review

All Uses permitted by Special Review within the Residential (THd) Land Use Category.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These average densities are set forth on the PD Master Plan and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed the 120% of the maximum number set forth on the PD Master Plan for each individual Planning Area.
- c. **Building Setback.** The minimum Building Setbacks in THe residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley

- d. **Building Separation.** The minimum building separation shall be the greater of:
- i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each THd Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within THd Planning Areas shall exceed forty (40) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes in THd residential Planning Areas shall be one thousand two hundred fifty (1250) feet with a width not less than twenty (20) feet.

H. Mixed Use (MU)

1. Intent

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

There are six areas of the PD Plan that are designated as MU are located at the intersection of Chambers Road and Stroh Road: and at the intersection of Bayou Gulch Road and North Pinery Parkway. These MU Planning areas are anticipated to develop as commercial/retail centers with commercial and residential uses. Some of these commercial/retail centers will have a live work residential component built within these areas.

Should market conditions change, the developer may desire to build a residential project in lieu of these commercial/retail areas. By allowing both commercial and residential uses in the MU Planning areas, this affords the Property Owner the opportunity to build what is appropriate for these areas based on market demand.

2. Specific Requirements for MU Mixed-Use Planning Areas 35, 36, 43 and 44.

The 28 residential units contained within Planning Area 43 and 44 residential units within Planning Area 35 are hereby transferred as follows:

Planning Area	Additional Residential Units	Total Residential Units Allowed
34	1	199
36	8	44
39	5	189
41	12	31
44	6	44

3. Specific Requirements for MU Mixed-Use Planning Areas 3, 4, 12 and 14

A. Market conditions may not immediately warrant the development of commercial/ retail centers, so in order to assure that a portion of the MU Mixed- Use Planning Areas is ultimately developed pursuant to the zoning set forth in this Development Guide, Sections III(H)4.a., Retail and/ or III(H)4.b., Commercial Convenience Grocery (collectively, the Commercial Zoning"), a minimum of one third (1/3) of the developable land area included in the MU Mixed- Use Planning Areas 3, 4, 12 and 14 shall be developed exclusively for commercial uses pursuant to the Commercial Zoning (the " Commercial Area"). The required Commercial Area must be located in at least two (2) of the MU Mixed- Use Planning Areas. Notwithstanding the requirement of the Commercial Area, the total number of residential units for the MU Mixed- Use Planning Areas as described in the Hess Ranch Development Chart contained in the Development Plan shall be preserved, and Property Owner shall have the option to transfer unused residential yield, if any, from the Commercial Area to other MU Mixed- Use Planning Areas. After any such transfer, if any residential yield remains, the Property Owner shall have the option to transfer the remaining unused residential yield to residential Planning Areas (not to include Planning Areas 6, 7, 8, 9, 21 or 25) but no such transfer may increase the residential yield in any such residential Planning Area by more than 20% as

provided in Section 1, Part C of the Development Guide. A note will be added to the Development Plan to describe the commitment to provide the Commercial Area, which shall state as follows:

"The future development of Planning Areas 3, 4, 12 and 14 shall incorporate commercial use and development as enumerated by the Hess Ranch Development Guide on a minimum of one- third (1/3) of the developable area within these Planning Areas as provided by Town of Parker Resolution No. 19- 028, Series of 2019."

- B. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2, as described in Town of Parker Resolution No. 19- 028, Series of 2019 (the "Resolution") (or Segment 2A as described in the Resolution, as applicable) Development Sketch and Preliminary Plan, which Development Sketch and Preliminary Plan shall include the MU Mixed Use Planning Areas. The determination to transfer residential yield shall be made concurrently with the approval of said Development Sketch and Preliminary Plan for Segment 2 (or Segment 2A, as applicable).
- C. The requirement to provide a Commercial Area shall be deemed to have been satisfied upon Town Council approval of the application for the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan which designates the Commercial Area within the MU Mixed Use Planning Areas. The Property Owner shall have no obligation to agree to a Commercial Area any greater area than one- third (1/ 3) of the developable area, and the Town shall have no right to require that greater than one-third (1/3) of the developable area be Commercial Area.
- D. Mixed- Use Development: The Parker 2035 Master Plan recommends mixed- use development within Planning Areas 3, 4, 12 and 14 and vertical mixed- use development is encouraged within the area to be reserved, zoned and used for future commercial development. A density bonus of ten percent (10%), not to exceed a total of 36 dwelling units, shall be available to support vertical mixed- use development(s) consisting of ground floor commercial use with multifamily residential use on the upper floors within Planning Areas 3, 4, 12 and 14, subject to the approval of the Planning Director.
- E. Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan Scope of Work for the Commercial Area shall be prepared and completed as follows:
- F. The purpose of this section is to provide the methodology for evaluating and determining the required Commercial Area constituting a minimum one- third (1/3) of the developable land within the MU Mixed- Use Planning Areas 3, 4, 12 and 14. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan, which Development Sketch and Preliminary Plan shall include the MU Mixed- Use Planning Areas. This shall be achieved by the Property Owner's preparation of a concept plan in consultation with the Town illustrating the location and extent of the required Commercial

Area for MU Mixed-Use Planning Areas 3, 4, 12 and 14 (the "Concept Plan"). The Concept Plan shall identify the required Commercial Area and provide an evaluation of the development envelope, roadway access, limits of environmentally sensitive areas, drainage/stormwater, and grading. It shall form the basis of the required Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan with respect to the MU Mixed- Use Planning Areas 3, 4, 12 and 14 and shall address the following tasks:

- a. Task 1: Prepare and submit a base map consistent with Section 13.07.060(g)(9) of the Code. The map shall be at a scale of 1" = 100' illustrating the planning area limits for Planning Areas 3, 4, 12 and 14, existing topography, existing utility easements, natural features including steep slopes and 100- year floodplain, as well as adjacent planning areas.
- b. Task 2: Prepare and submit a development envelope map consistent with Section 13.07.060(f)(10) of the Code illustrating the future upland developable area(s) for Planning Areas 3, 4, 12 and 14 located outside of areas unsuitable for development, such as 100- year floodplain, steep slopes and utility corridors/ easements.
- c. Task 3: Prepare and submit an access map addressing the Town's Roadway Design and Construction Criteria Manual for Planning Areas 3, 4, 12 and 14 showing limits of access upon all roadway frontages and feasible public access points for the MU Mixed-Use Planning Areas.
- d. Task 4: Prepare and submit a conceptual drainage/stormwater map consistent with Town's Storm Drainage and Environmental Criteria Manual that illustrates the location and limits of future regional drainage facilities traversing and adjacent to Planning Areas 3, 4, 12 and 14. Identify the projected location and extent of future site-generated drainage necessary to accommodate future development based upon known site characteristics, such as grading, topography and soil conditions for the MU Mixed- Use Planning Areas.
- e. Task 5: Prepare and submit a conceptual overlot grading map consistent with Town's Storm Drainage and Environmental Criteria Manual and Section 13.07.060(g)(11) of the Code that illustrates the future grading of Planning Areas 3, 4, 12 and 14 necessary to support development, including contours, slopes and direction of stormwater flow.
- f. Task 6: The Concept Plan will incorporate the results of Tasks 1 through 5 illustrating the existing conditions affecting future development, projected development envelope, roadway access points, drainage/ stormwater limits and overlot grading for Planning Areas 3, 4, 12 and 14. The Concept Plan shall serve as the basis for evaluation of the appropriate location and extent of the required Commercial Area upon a minimum one- third (1/3) of the developable land within the MU Mixed-Use Planning Areas.

- g. Task 7: Divide Planning Areas 3, 4, 12 and 14 into two subareas each: one for the required commercial use upon a minimum one- third (1/ 3) of the developable land and the other for the remainder which shall retain the existing mixed- use zone designation. In the alternative, the applicant may elect to satisfy the requirement to zone a minimum of one-third (1/3) of total developable land of Planning Areas 3, 4, 12 and 14 by allocating the commercial zoning across no less than two (2) MU Mixed-Use Planning Areas; each of which shall be divided as described herein.
 - h. Task 8: Prepare and submit a table of permitted commercial uses consistent with the existing MU Mixed-Use Planning Areas contained in this Development Plan and Guide and identify any requested revisions by addition, deletion, or modification for Town approval.
 - i. Task 9: Upon review and direction by Town staff, utilize the Concept Plan to prepare and submit a complete application for the Segment 2 (or Segment 2A, as applicable) Sketch and Preliminary Plan that addresses the required Commercial Area, as described herein.
- G. Compliance with the Requirement: The requirement to provide for future commercial use upon a minimum of one- third (1/ 3) of the developable area of the MU Mixed Use Planning Areas 3, 4, 12 and 14 shall be deemed to have been satisfied upon successful completion of the Concept Plan Scope of Work described herein and Town Council approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan consistent with the Tasks described above; provided, however, that Property Owner may, at its option, provide the Concept Plan consistent with Task 6 above with the submittal of the Development Sketch and Preliminary Plan for the MU Mixed-Use Planning Areas 3, 4, 12 and 14.

4. Uses Permitted by Right – Mixed Use Planning Areas 12, 14, 35, 36, 43 and 44

- a. Retail
 - (1) Grocery store
 - (2) Convenience retail shopping facilities, including but not limited to:
 - a. drug stores
 - b. liquor stores
 - c. convenience grocery
 - (3) Specialty retail including but not limited to:
 - a. art gallery
 - b. antiques
 - c. artisan shops
 - d. gift shop
 - e. pet shops
 - f. florists
 - g. bookstore

- h. stationery stores
 - i. retail food specialty shops which sell food products not intended to be consumed on the premises
 - j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
- (4) Hardware and building material stores
- (5) General retail merchandise and apparel shops, including but not limited to:
- a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores
 - f. furniture stores
 - g. household appliance stores
 - h. floor covering, drapery and upholstery stores
 - i. electronics stores
 - j. cosmetic store
- b. Development Sales and Marketing Center
- c. Eating and Drinking Establishments
- (1) restaurants
 - (2) fast food, drive-through or carryout restaurants
 - (3) ice cream parlors
 - (4) coffee shops
 - (5) delicatessens
 - (6) lounge, bar, or microbrewery
- d. Personal Services
- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
 - (2) day care centers
 - (3) health clubs

e. Entertainment-Indoors

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

f. General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities

g. Commercial Convenience Grocery

- (1) Convenience retail shopping facilities, including but not limited to: drug stores, liquor stores, florists, book and stationery stores, hardware stores, auto supply stores, record and tape stores, and retail food specialty shops which sell food products not intended to be consumed on the premises, such as (but not limited to) butcher shops, candy stores, bakeries, doughnut shops, dairy product shops, ice cream parlors, coffee shops and delicatessens.
- (2) Convenience service establishments, including but not limited to barber and beauty shops, cleaners, shoe repair shops, laundries, watch or jewelry repair, and travel service.
- (3) Low intensity specialty goods and service establishments, including but not limited to: art gallery, antiques, artisan shops, photo studio, gift shop, plant store or nursery, pet shops, furniture store, home furnishings, newspaper office, apparel, and appliances.
- (4) Conventional restaurants.
- (5) Fast food, drive-in or carryout restaurants.
- (6) Electronic funds transfer facilities.
- (7) Photo service facilities.
- (8) Medical and dental offices and clinics.
- (9) Business and professional offices.
- (10) Private recreational and park uses, country clubs, recreational facilities, including but not limited to open space, tennis courts, swimming pools and jogging, riding, hiking, and biking trails.
- (11) Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums, except for PA, 12, 14, 35, 36, 43 and 44 which are retail uses only.
- (12) Nursery schools and day/childcare centers.
- (13) Retail food and food service establishments, including but not limited to groceries and supermarkets, and cafeterias.
- (14) General retail merchandise and apparel shops, including but not limited to: junior department stores; variety stores; discount

department stores; clothing stores; accessory and specialty stores; shoe stores; furriers and fur stores; furniture stores; home furnishing stores; household appliance stores; floor covering, drapery and upholstery stores; and radio, television, stereo and video stores.

- (15) Personal service establishments.
- (16) General retail business establishments, including but not limited to card and gift stores; tobacco shops; cosmetic store; toy and game stores; automotive tire, battery and accessory stores, garden, plant, and floral shops; and bicycle stores.
- (17) Car care centers, gasoline service/stations, tire sales and service, car wash.
- (18) Commercial entertainment businesses, including but not limited to indoor movie theaters, performance arts, bowling alleys, skating rinks (both ice and roller), pool halls, and arcade amusement centers.
- (19) Banks, savings and loan and other financial service establishments.
- (20) Public utility administrative and business offices.
- (21) Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- (22) Motels, Hotels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building.
- (23) Transit facilities.
- (24) Universities, Colleges, or higher educational type uses.
- (25) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
- (26) Sales Center - conversion to a recreation facility adjacent to open space.

h. Agricultural. Until such time that PA 44 develops commercially, or until such time that Planning Areas 3,4,12 and 14 develop, permitted uses include:

- (1) Farming, including plowing, tillage, cropping, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.
- (2) Ranching, including grazing of livestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
- (3) Open space.
- (4) Selling agricultural products not requiring a state tax license.

i. Residential

- (1) Duplex, Triplex, and Fourplex Dwelling Units.
- (2) Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- (3) Condominiums
- (4) Independent and/or Assisted Living.

- (5) Group Homes
- (6) Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- (7) A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- (8) Attached or detached private garages (3 cars maximum).
- (9) Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- (10) Public Open Space.
- (11) Public and private schools and related administrative facilities for elementary and secondary education.
- (12) Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, swimming pools and jogging, riding, hiking, and biking trails.
- (13) Public parks, playgrounds, and other recreational areas.
- (14) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.
- (15) All those uses permitted within the Parks, Open Space Land Use categories.

5. Uses Permitted by Special Review (except Uses by Special Review shall be prohibited in PA-44)

- a. Common recreation vehicle storage area.
- b. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- c. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- d. Child Care Centers.
- e. Small animal veterinary clinics with no outside facilities.

6. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

7. Development Standards

- a. Floor/Area Ratio.
The maximum floor-area ratio for each development tract: Within the Mixed-Use Planning Areas shall be six tenths (.60) to one (1).

- b. **Maximum Number of Dwelling Units.** The maximum density allowed for all Planning Areas designated as Mixed Use is 22 dwelling units per acre. Density adjustments and variations as described in Section I, Part C. cannot be used to increase the maximum allowed density within a Mixed-Use District, unless the request is processed as a Major Amendment to the Development Plan and Guide.
- c. **Building Setback: Non-Residential.** The minimum building setback from any public street right-of-way shall be:
 - Building front 0 feet
 - Building side 0 feet
 - Building rear 0 feet
- d. **Building Setback: Residential.** For residential components within Mixed Use (MU) zoning, the building setback standards outlined in the Townhome/Patio Home (THE) Land Use Category shall apply. For Multi-family Dwelling Units, the setbacks shall be:
 - Building front 0 feet
 - Building side 0 feet
 - Building rear 4 feet from alley
 - Building rear 0 feet
- e. **Building Separation.** The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
- f. **Building Height.**
 - i) Buildings or structures in Mixed Use Planning Areas are permitted up to 45 feet in height without special review and up to 50 feet in height with Special Review.
 - ii) However, in Planning Areas 9, 12, 14, 35, 36, 43, and 44, buildings or structures are permitted up to 50 feet in height without Special Review and up to 60 feet in height with Special Review.
- g. **Minimum Lot Size:** The minimum lot size for Townhome Dwelling Units in the MU Mixed Use Planning Areas shall be one-thousand two hundred fifty (1,250) square feet with a width not less than twenty (20) feet.

I. Commercial Use Areas

1. Intent

To provide for a broad range of retail goods and services, business, and professional services

There are two areas of the PD Plan that are designated as Commercial. One is located at the southeast corner of Chambers Road and Stroh Road and one is located at the

southwest corner of Chambers Road and Stroh Road. These Commercial Planning areas are anticipated to develop as commercial; retail, offices, and service uses.

2. Uses Permitted by Right in the Commercial Planning Areas 3 and 4

Planning Director Determination for and Unlisted Use: If an unlisted use is proposed, the Planning Director shall determine the appropriate designation of a specific use type by considering potential impacts of the use including the nature and compatibility of the use and whether it includes dwellings, sales, processing, or storage and typical operations, employment characteristics, nuisances, and requirements for public services and utilities.

a. Public, Institutional, and Civic Uses

- (1) Community and Cultural
 - a. Community Facilities including Outdoor Recreational Facilities
 - b. Commercial Day Care Facility
 - c. Public Safety Facility
 - d. Parks and Open Space
- (2) Educational Facilities
- (3) Healthcare Facilities
 - Medical and Dental Clinics

b. Commercial Uses

- (1) Veterinary Clinic and Hospital
- (2) Retail and Service Commercial

c. Recreation and Entertainment

- (1) Indoor and Outdoor Recreational Facilities
- (2) Indoor and Outdoor Entertainment Facilities

d. Food and Beverage Services

- (1) Bar and Lounge
- (2) Microbrewery, Cidery, Distillery or Winery
- (3) Restaurant with or without:
 - a. Drive through facilities
 - b. Liquor Sales
 - c. Indoor and Outdoor Seating

e. Office, Business and Professional Services

- (1) Administrative, Professional and Government Offices
- (2) Automated Teller Machines (Stand Alone or associated with a Financial Institution)
- (3) Financial Institution with or without Drive through Facilities
- (4) Research and Development
- (5) Development Sales and Marketing Center

f. Personal Services

- (1) Self Service Laundry
- (2) Personal Instruction or Studio
- (3) Person Service, General

- (4) Health Clubs

g. Retail Sales

- (1) Building Materials and Supplies including outdoor greenhouse sales (Outdoor display is limited to 25% of the gross floor area of the principal building)
- (2) General Retail (any size and product)
- (3) Outdoor Sales and display as an accessory use
- (4) Convenience Retail Shopping Facility
- (5) Temporary/Seasonal Outdoor Markets

h. Lodging Facilities

- (1) Bed and Breakfast
- (2) Hotel/Motel

i. Transportation, Vehicles and Equipment

- (1) Automotive Fuel Service and Sales with or without:
 - i. Car wash
 - ii. Convenience Retail
 - iii. Parts and tire sales
- (2) Automotive repair (minor)
- (3) Standalone car wash

3. Uses Permitted by Special Review

- (1) Outdoor Recreational Facilities
- (2) Outdoor Entertainment Facilities

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

- a. **Floor/Area Ratio.** The maximum floor-area ratio for each development tract within the Commercial: None

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

Building front 10 feet
Building side 0 feet
Building rear 10 feet

- c. **Building Separation.** The minimum building or structure separation shall be the greater of:

- i) ten (10) feet or
- ii) shall be governed by the applicable building code.

- d. **Building Height:** Buildings or structures in the Commercial Planning Areas 3 and 4 are permitted up to 60 feet in height.

- e. **Minimum Lot Size:** None.

I. Fire Station

Intent

PA-45 is intended to be a future Fire Station location. If this site is not selected/constructed as a Fire Station, this Planning Area (PA-45) can only be used for the commercial uses allowed within the Mixed Use (MU) designation, excluding residential uses, and excluding uses allowed by special review. The Mixed Use (MU) Development Standards shall apply if not developed as a Fire Station, as provided herein.

J. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods. Parks to include pocket parks, neighborhood parks and regional parks.

2. Park Designations

- a. Pocket
- b. Neighborhood
- c. Community
- d. Regional

3. Development Criteria for parks

- a. Pocket Park
 - (1) Refer to the Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools, specifically Section 13.07.140(c)(9) Design criteria for parks, trails, and open space.
 - (2) Size: $\frac{1}{4}$ to $\frac{1}{2}$ acre
 - (3) Location/Orientation: Centrally located within the residential development and/or easily accessible by residents without the use of vehicles. A 5-10-minute walking distance
 - (4) Frontage: Required on one, preferred two or more local streets.
 - (5) Minimum development features and/or amenities: Turf and landscape plantings to provide shade over at least 15% of the area, benches in shade and sun, bike racks and trash receptacles. Optional features: a small shade structure, small playground and/or small-scale tot-lot, picnic tables, minimal signage, security lighting.
- b. Neighborhood Park
 - (1) Refer to Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools
 - (2) Size: Determined by Town Council, refer to the Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools, specifically Section 13.07.140(c)(2)(c). A minimum of 3 acres in size.
 - (3) Location/Orientation: Within an immediate neighborhood with a $\frac{1}{4}$ to $\frac{1}{2}$ mile service radius. Neighborhood parks shall serve as an extension of the neighborhood around them. They shall be a social and recreation focal point. Interconnected to trails/sidewalks low-volume streets within walking/biking distance of most users.
 - (4) Frontage: High visibility to surrounding local streets. On street parking

- (5) Minimum development features and/or amenities: 50%/50% split between active and passive recreational uses. Active recreational features may include: a children's playground, unobstructed open play areas for practice or pick-up games and low impact recreation options such as bocce ball and/or horseshoes. Other amenities should include picnic shelters, internal trails, benches, trash receptacles, bike racks, public art, signage, and security lighting.

c. Community Park

- (1) Refer to Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools
- (2) Size: Determined by Town Council, refer the Town of Parker Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools, specifically Section 13.07.140 (c)(2)(c). A minimum of 10 acres in size.
- (3) Location/Orientation: Within an immediate neighborhood with a 2.5 - mile service area. Located adjacent to open space, a community facility such as an activity center or a middle or elementary school to maximize resources and to benefit from joint use of such facilities as fields, multi-use courts or skate parks.
- (4) Frontage: Located on arterial or collector streets and accessible by public transportation, personal vehicle, walking or by bicycle. Geographically centered within the overall development.
- (5) Development features and/or amenities: Lighted sports fields, drinking fountains, public art, benches with shade, picnic tables with shade, trash receptacles, permanent rest room facility, security lighting, signage, large play structures, game courts, disc golf, climbing wall, skate park and/or other similar popular activities, jogging trails, informal ball fields for youth play, low impact recreation options such as bocce ball and/or horseshoes, parking lots, an area for outdoor farmer's markets and/or outdoor concerts.

d. Regional Park

- (1) Size: A minimum of 100 acres in size.
- (2) Location/Orientation: Located to service the community within a distance of a 6 mile radius, adjacent to open space, a community facility such as an activity center or a middle or elementary school to maximize resources and to benefit from joint use of such facilities as fields, multi-use courts or skate parks.
- (3) Frontage: Located on arterial or collector streets and accessible by public transportation, personal vehicle, walking or by bicycle. Geographically centered within the overall development.
- (4) Development features and/or amenities: A community activity center that includes sports fields and courts, multiuse fields that are both lighted and unlighted, tennis courts, basketball court, rest room building, concession building, play structures for the 2-5 yrs. of age and separate play structures for 5-12 yrs. of age, walkways and trails, parking lots, drinking fountains, public art, benches with shade, picnic tables with shade, trash receptacles, security lighting, signage, jogging

trails, low impact recreation options such as bocce ball and/or horseshoes.

4. Uses Permitted by right

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

5. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

6. Development Standards

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

K. Open Space (OS)

1. Intent

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

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks
- d. Community Gardens
- e. Drainage Facilities
- f. Picnic shelters.
- g. Frisbee golf
- h. Recreation Center with associated parking and outdoor recreational amenities
- i. Observation platforms/overlook
- k. Interpretive Signage or elements
- l. Fitness incline/challenge steps
- m. Nature play features
- n. Dog waste station
- o. Trash receptacles

- p. Outdoor nature classroom
- q. Programmable indoor or outdoor space

3. Development Standards

- a. **Building Setback-Street.** The minimum building setback from any public street right-of-way line shall be:
 Building front 25 feet
 Building side 15 feet
 Building rear 25 feet
- b. **Building Separation.** The minimum building or structure separation shall be the greater of:
 i) twenty (20) feet or
 ii) shall be governed by the applicable building code.
- c. **Building Height.** No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet.

L. Trails

The Development Plan depicts trail connections through open spaces and buffer areas and makes connections to off-site trails.

Trail connections through development parcels are anticipated. These trail connections shall be made in subsequent phases of the Town of Parker's entitlement process.

The Development Plan indicates the number of trail connections, but the exact locations will be determined in latter phases of the entitlement process. These trail connections include:

1. A trail connection along the southern edge of the property adjacent to (PA 22, 23, 24, 25 and 33).
2. One trail connection along the west property line.
3. Trail connections from the east-west drainage in the center of the site (Brandy Gulch) to the trail along Lemon Gulch and Oak Gulch.
4. One trail connection from the Crowfoot Valley buffer to the MU Planning area through Planning Areas 37.
5. Special Trail Requirements.
 - a. Future Builders of Planning Areas 22, 23, 24, 25 and 33 are advised that trail connections between Planning Areas 23 and 24 will be designed in conjunction with subdivision proposals upon these planning areas. This interconnection is intended to connect from the trail along the Hess Ranch southerly boundary, , ultimately to the regional trail in Brandy Gulch located north of Planning Areas 18, 19, 20, 21, and 32; and the regional trail along the Oak Gulch drainage located east of Planning Areas 1, 30, and 26. This trail segment will be designed and constructed by the developer or future builders for the above designated Planning Areas and secured as part of Subdivision Improvement Agreement for residential filings upon these specified Planning Areas.

Similarly, the developer or future builders of Planning Areas 2, 7, 8, 9, 11,12, and 13 are advised that each filing will be required to contribute a pro-rata share for the cost of constructing an internal trail within the open space corridor which abuts all these planning areas. This contribution will be determined at the

time of Final Plat for each planning area and specified in the Subdivision Improvement Agreement for each planning area.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

A. General

As stated in Section III, Land Use Regulations, the maximum number of dwelling units permitted within each residential planning area shall not exceed 120% of the units shown on the Development Plan for each individual Planning Area. However, regardless of the unit count in each Planning Area, in no case will the total unit count of Planning Areas collectively exceed 3,379 units.

B. Lone Tree Intergovernmental Agreement

At the time of the Town Council's approval of this Development Plan and Guide, Planning Areas designated as SFe, SFf and SFg were within an area that was regulated by an Intergovernmental Agreement (IGA) between the Town of Parker and the City of Lone Tree. The number of dwelling units prescribed by the IGA was limited to 100 units for these Planning Areas. On September 5, 2015, the IGA expired. The day after, September 6, 2015 the cumulative number of dwelling units allowed for Planning Areas 27, 28, 29, 30, 31, 32 and 33 were increased to a number greater than 100. This increase will not require a Major Amendment to the Development Plan and will be counted as part of the overall 3,379 dwelling units allowed by the Plan.

C. Douglas County Intergovernmental Agreement

1. In the southern part of Anthology, now "Hess Ranch", in an effort to preserve the rural roadside character of Crowfoot Valley Road, it will be necessary to maintain an average buffer area along Crowfoot Valley Road of 300', adjacent to Planning Areas 34 and 40, as represented on the Hess Ranch Development Plan. This buffer, whose intent is to screen and soften highly visible areas, should include enhanced landscape (greater density of planting as opposed to open space areas, palette of predominantly native plant materials), earth berming, and if necessary, open and transparent fencing, to visually minimize development impact.
2. The rural character of Crowfoot Valley Road shall be reflected in the development of this corridor, including:
 - a. The average 300' buffer between the adjacent residential development and Crowfoot shall be respected and the landscape in this buffer shall consist of earth berming, open and transparent fencing with a palette of plant materials that enhances and augments the existing and native landscape, as described in section 2, above.
 - b. Minimize the negative visual impact of parking areas through orientation parallel to and away from Crowfoot Valley Road, landscape screening and/or berming, and the presence of landscaped islands and planting strips within parking lots themselves to reduce the perceived sizes of the parking lot.
 - c. Screening of dumpster and service areas throughout the Mixed-Use Center through landscape and/or architectural elements.
 - d. Architecture that is articulated or enhanced on those sides that face Crowfoot Valley Road.

D. Minimum Lot Size for Townhome Dwelling Units: The minimum lot size for Townhome Dwelling Units (TDUs) shall be 1,500 square feet with a width not less than 20-feet in all

Planning Areas where TDUs are a Use Permitted by Right except for Residential Planning Area 5 and MU Mixed Use Planning Areas 3, 4, 12, 14, 35, 36, 43 and 44.

- E. **Minimum Lot Size for Duplex Dwelling Units:** The minimum lot size for Duplex Dwelling Units shall be 2,100 square feet with a width not less than 20-feet.

I. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for HESS Ranch Development, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the HESS RANCH DEVELOPMENT PLAN AND GUIDE together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

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

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 4 NORTH PARCEL DEVELOPMENT PLAN

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

COVER SHEET

LEGAL DESCRIPTION

HESS RANCH PLANNED DEVELOPMENT NORTH PARCEL

A PARCEL, OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6 TOWNSHIP 7 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 4, THENCE SOUTH 88 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 73.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATFORM/RIGHT-OF-WAY SURVEY, SURVEY NO. 100-2414, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES:

1. SOUTH 00 DEGREES 14 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 81 DEGREES 21 MINUTES 48 SECONDS, A RADIUS OF 685.12 FEET, AND AN ARC LENGTH OF 31.08 FEET, (CHORD BEARS SOUTH 08 DEGREES 57 MINUTES 57 SECONDS WEST, A DISTANCE OF 21.06 FEET);
3. SOUTH 13 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 317.87 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 66 DEGREES 25 MINUTES 44 SECONDS, A RADIUS OF 782.50 FEET, AND AN ARC LENGTH OF 14.42 FEET, (CHORD BEARS SOUTH 12 DEGREES 53 MINUTES 81 SECONDS WEST, A DISTANCE OF 7.54 FEET), TO A POINT OF COMPOUND CURVATURE;
5. ALONG THE ARC OF SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 52 SECONDS, A RADIUS OF 880.00 FEET, AND AN ARC LENGTH OF 10.33 FEET, (CHORD BEARS SOUTH 12 DEGREES 13 MINUTES 48 SECONDS WEST, A DISTANCE OF 157.31 FEET);
6. SOUTH 53 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
7. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 58 MINUTES 44 SECONDS, A RADIUS OF 800.00 FEET, AND AN ARC LENGTH OF 19.83 FEET, (CHORD BEARS SOUTH 41 DEGREES 18 MINUTES 81 SECONDS WEST, A DISTANCE OF 245.13 FEET);
8. SOUTH 53 DEGREES 13 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.9800 FEET TO A POINT OF CURVATURE;
9. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 24 SECONDS, A RADIUS OF 210.00 FEET, AND AN ARC LENGTH OF 41.05 FEET, (CHORD BEARS SOUTH 28 DEGREES 34 MINUTES 43 SECONDS WEST, A DISTANCE OF 476.53 FEET);
10. SOUTH 28 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THE PARCELS OF LAND RECORDED IN RECEPTION NO. 812328 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

THENCE ALONG THE NORTH LINE OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 64.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;
2. NORTH 79 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 187.45 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4.

THENCE SOUTH 08 DEGREES 17 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.11 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER.

THENCE SOUTH 08 DEGREES 15 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,043.35 FEET TO A POINT OF NON-TANGENT CURVATURE, ON THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD.

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING SEVEN (7) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS, A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 118.03 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 118.02 FEET);
2. SOUTH 40 DEGREES 40 MINUTES 51 SECONDS WEST, A DISTANCE OF 254.65 FEET;
3. SOUTH 40 DEGREES 51 SECONDS WEST, A DISTANCE OF 246.85 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 83 DEGREES 07 MINUTES 22 SECONDS, A RADIUS OF 7,482.00 FEET, AND AN ARC LENGTH OF 418.22 FEET, (CHORD BEARS SOUTH 40 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 418.18 FEET);
5. SOUTH 51 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
6. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62 DEGREES 17 MINUTES 58 SECONDS, A RADIUS OF 7,480.00 FEET, AND AN ARC LENGTH OF 288.73 FEET, (CHORD BEARS SOUTH 37 DEGREES 48 MINUTES 15 SECONDS WEST, A DISTANCE OF 386.17 FEET);
7. SOUTH 38 DEGREES 40 MINUTES 21 SECONDS WEST, A DISTANCE OF 78.57 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4.

THENCE NORTH 08 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,375.24 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4, MONUMENTED BY A 2" X 12" ALUMINUM CAP STAMPED LS 835.

THENCE NORTH 08 DEGREES 18 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 250.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4, MONUMENTED BY A 3" X 14" ALUMINUM CAP STAMPED LS 835.

THENCE SOUTH 08 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 364.05 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4, MONUMENTED BY A 7" ALUMINUM CAP STAMPED LS 1322.

THENCE SOUTH 08 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,344.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4, MONUMENTED BY A 7" ALUMINUM CAP STAMPED LS 2288.

THENCE NORTH 08 DEGREES 18 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2,446.35 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A

CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 21 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 383.88 FEET, (CHORD BEARS SOUTH 51 DEGREES 41 MINUTES 37 SECONDS EAST, A DISTANCE OF 283.06 FEET).

THENCE SOUTH 52 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 461.65 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE SOUTH 50 DEGREES 15 MINUTES 34 SECONDS EAST, A DISTANCE OF 412.38 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62 DEGREES 36 MINUTES 53 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 182.80 FEET, (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 134.87 FEET).

THENCE NORTH 81 DEGREES 01 MINUTES 58 SECONDS EAST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 53 SECONDS, A RADIUS OF 1,142.75 FEET, AND AN ARC LENGTH OF 898.86 FEET, (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 682.27 FEET).

THENCE NORTH 71 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 415.83 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 07 MINUTES 28 SECONDS, A RADIUS OF 204.42 FEET, AND AN ARC LENGTH OF 1,091.15 FEET, (CHORD BEARS SOUTH 88 DEGREES 02 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,081.84 FEET).

THENCE NORTH 74 DEGREES 13 SECONDS WEST, A DISTANCE OF 480.87 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 01 MINUTES 19 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN ARC LENGTH OF 486.22 FEET, (CHORD BEARS NORTH 79 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 107.34 FEET).

THENCE NORTH 88 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 542.39 FEET.

THENCE SOUTH 88 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 307.01 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES 43 MINUTES 58 SECONDS, A RADIUS OF 1,103.36 FEET, AND AN ARC LENGTH OF 586.22 FEET, (CHORD BEARS NORTH 48 DEGREES 11 MINUTES 58 SECONDS EAST, A DISTANCE OF 565.17 FEET) TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 34 MINUTES 14 SECONDS, A RADIUS OF 2,187.44 FEET, AND AN ARC LENGTH OF 834.40 FEET, (CHORD BEARS NORTH 86 DEGREES 18 MINUTES 78 SECONDS EAST, A DISTANCE OF 409.33 FEET).

THENCE NORTH 54 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 242.53 FEET.

THENCE NORTH 54 DEGREES 08 MINUTES 02 SECONDS EAST, A DISTANCE OF 558.32 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 01 MINUTES 24 SECONDS, A RADIUS OF 1,009.87 FEET, AND AN ARC LENGTH OF 588.59 FEET, (CHORD BEARS NORTH 71 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 588.59 FEET).

THENCE SOUTH 88 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 314.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOUNTAIN DOCK ROAD.

THENCE SOUTH 00 DEGREES 13 MINUTES 18 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.80 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION HESS RANCH PLANNED DEVELOPMENT NORTH PARCEL - SEGMENT II

A PARCEL, OF LAND BEING A PART OF THE NORTHWEST QUARTER SECTION 4, A PART OF SECTION 5 AND THE EAST HALF OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOOKING GLASS PLING NO. 1, PER PLAT RECORDED 415/2020, AT RECEPTION NO. 202002084 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOOKING GLASS PLING NO. 1 THE FOLLOWING 31 COURSES:

1. SOUTH 05°15'37" EAST, 71.80 TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET;
2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°34'13" AN ARC LENGTH OF 30.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 51°28'29" EAST, 77.68 FEET);
3. TANGENT TO SAID CURVE, SOUTH 87°41'21" EAST, 173.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 91.00 FEET;
4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°26'44" AN ARC LENGTH OF 416.50 FEET;
5. TANGENT TO SAID CURVE, SOUTH 31°45'23" WEST, 327.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET;
6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°33'18" AN ARC LENGTH OF 59.77 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
7. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°20'09" AN ARC LENGTH OF 33.34 FEET;
8. NON-TANGENT TO SAID CURVE, SOUTH 41°49'31" WEST, 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET;
9. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°30'09" AN ARC LENGTH OF 33.34 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 02°23'15" EAST, 28.63 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00;
10. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°39'12" AN ARC LENGTH OF 309.65 FEET;
11. TANGENT TO SAID CURVE, SOUTH 70°59'00" WEST, 588.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,000.00 FEET;
12. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°16'00" AN ARC LENGTH OF 523.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00;
13. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°32'11"

AN ARC LENGTH OF 314.28 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 43°30'08" WEST, 114.21 FEET);

14. NON-TANGENT TO SAID CURVE, SOUTH 34°10'02" WEST, 81.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET;

15. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°09'56" AN ARC LENGTH OF 32.52 FEET;

16. NON-TANGENT TO SAID CURVE, SOUTH 29°53'13" WEST, 193.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET;

17. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°40'37" AN ARC LENGTH OF 45.91 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 09°47'17" EAST, 43.55 FEET);

18. NON-TANGENT TO SAID CURVE, SOUTH 60°30'34" EAST, 101.34 FEET;

19. SOUTH 55°49'54" EAST, 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET;

20. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°48'02" AND ARC LENGTH OF 37.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 77°34'03" EAST, 34.35 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,695.00 FEET;

21. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°13'13" AN ARC LENGTH OF 419.77 FEET;

22. NON-TANGENT TO SAID CURVE, SOUTH 38°48'42" WEST, 90.34 FEET;

23. SOUTH 38°44'54" WEST, 138.77 FEET;

24. SOUTH 01°18'00" EAST, 103.53 FEET;

25. SOUTH 06°24'08" WEST, 180.20 FEET;

26. SOUTH 06°25'30" EAST, 65.89 FEET;

27. SOUTH 04°08'00" WEST, 545.00 FEET;

28. SOUTH 71°23'25" WEST, 74.16 FEET;

29. SOUTH 04°08'00" WEST, 149.07 FEET;

30. SOUTH 31°10'52" EAST, 138.68 FEET;

31. SOUTH 06°41'48" EAST, 57.59 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°18'12" EAST, 1,456.68 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SOUTH 89°44'38" WEST, 264.05 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SOUTH 89°08'00" WEST, 2,644.95 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6;

THENCE ALONG THE CENTER LINE OF SAID SECTION 6, NORTH 00°07'38" EAST, 5,240.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, NORTH 89°24'47" EAST, 2,484.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,335.25 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°18'13" AN ARC LENGTH OF 263.49 FEET, (THE CHORD OF SAID CURVE BEARS SOUTH 57°43'12" EAST, 263.00 FEET);

THENCE TANGENT TO SAID CURVE, SOUTH 52°02'15" EAST, 651.65 FEET;

THENCE SOUTH 55°15'18" EAST, 412.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,265.85;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°33'03" AN ARC LENGTH OF 1,182.60 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 79°28'40" EAST, 1,314.97 FEET);

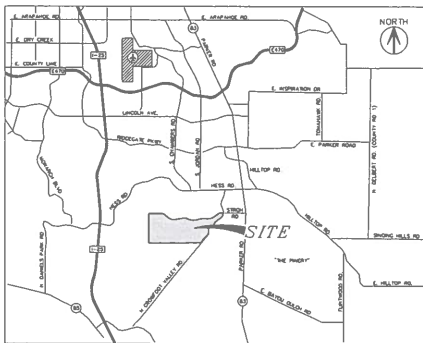
THENCE NON-TANGENT TO SAID CURVE NORTH 81°03'59" EAST, 1,143.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,142.75 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°07'37" AN ARC LENGTH OF 999.88 FEET, (THE CHORD OF SAID CURVE BEARS SOUTH 81°36'34" EAST, 988.27 FEET);

THENCE NON-TANGENT TO SAID CURVE, SOUTH 71°28'40" EAST, 415.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,408.42 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°24'54" AN ARC LENGTH OF 942.21 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 86°15'43" EAST, 936.22 FEET) TO THE POINT OF BEGINNING.

CONTAINS 34,063,308 SQUARE FEET OR 817,959 ACRES



VICINITY MAP

Property Owner Signature _____ Date _____
JEN Colorado 18, LLC

Print Name _____

Title _____

Property Owner Signature _____ Date _____
LB Parker Owner, LLC

Print Name _____

Title _____

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 _____

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 _____, 20____, 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 _____, 20____ A.D. at _____ o'clock _____ M. and

was recorded with reception number _____

Douglas County Clerk and Recorder

NO.	REVISION	DATE	BY
1	1st SUBMITTAL	02-09-2022	-
2	2nd SUBMITTAL	04-29-2022	-
3			-
4			-
5			-

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 4 NORTH PARCEL DEVELOPMENT PLAN

Owner/Developer
LB Parker Owner, LLC
Dream Finders Homes
Matt Childers
2727 Bryant Street, Suite 200
Denver, CO 80211

DREAM FINDERS
Civil Engineer
ENR Consultants
7006 S. Alton Way, Bldg F
Centennial, CO 80112
303.684.1120

EMK
Planner / Landscape Architect
The Henry Design Group
1501 W. 1st Ave., Suite 100
Denver, CO 80202
303.445.2388

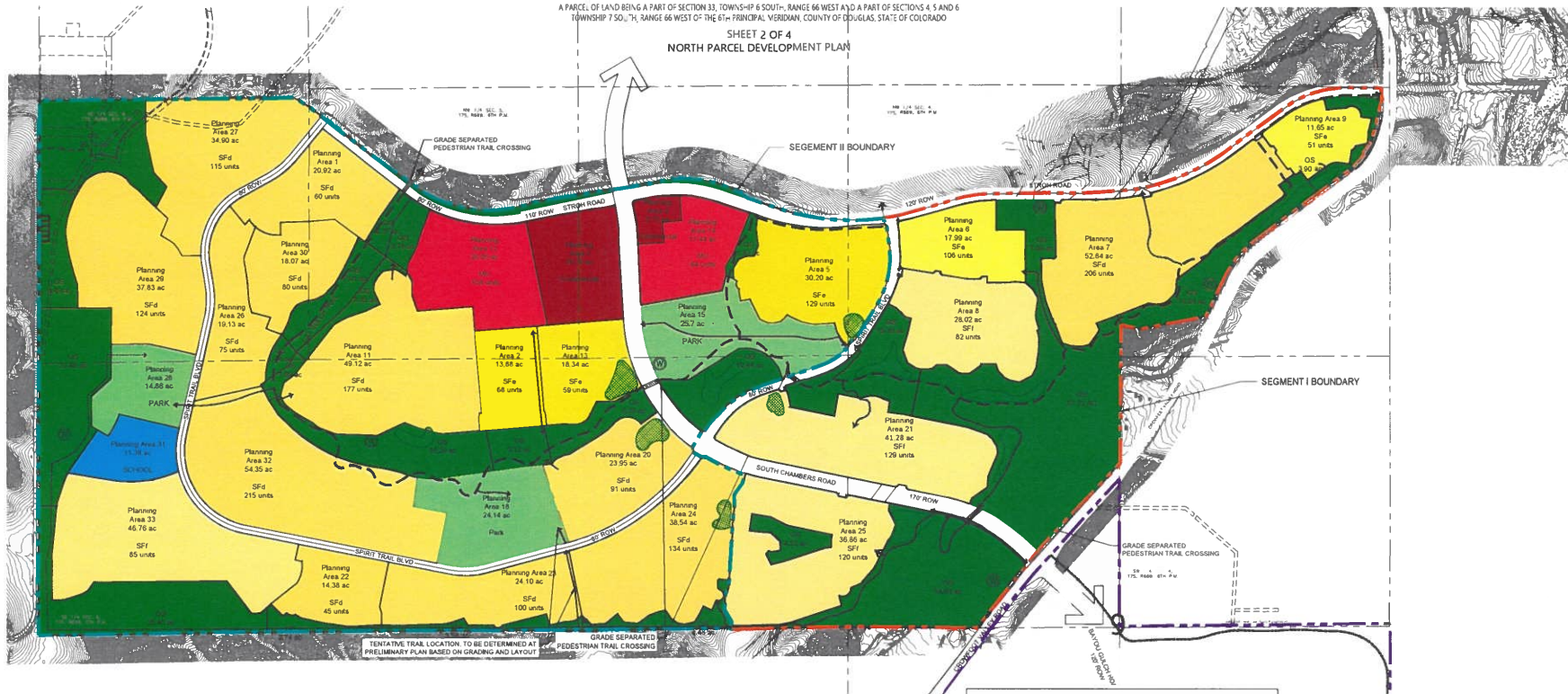
henry design group
DATE: 04-29-2022
FILE NO: -
SHEET NO: -
DRAWN BY: -
APPROVED BY: -
CADD FILE: -

COVER

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 4 NORTH PARCEL DEVELOPMENT PLAN

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

SHEET 2 OF 4
NORTH PARCEL DEVELOPMENT PLAN



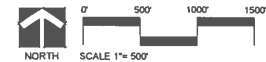
- NOTES:
- PA-18 SHALL INCLUDE 12.76 ACRES OF DEVELOPED PARK SPACE PER TOWN REQUIREMENTS. THE REMAINING 11.38 ACRES SHALL BE DEFINED IN THIS PLANNED DEVELOPMENT AMENDMENT AS PARK, BUT SHALL ONLY BE REQUIRED TO COMPLY WITH THE TOWN'S OPEN SPACE REQUIREMENTS.
 - PA-6 INCORPORATES 16 ADDITIONAL DWELLING UNITS THAT ARE RELOCATED FROM SEGMENT 2.

Parcel #	Land Use	Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
6	Sfe	17.99	6.00	106
7	Sfd	52.84	4.50	206
8	Sff	28.02	3.20	87
9	Sfe	11.65	6.00	51
21	Sff	41.28	3.20	129
25	Sff	36.86	3.20	120
SUBTOTAL		188.64		694
	Open Space	136.25		
	Right of Way	28.97		
AMENDMENT SUBTOTAL		353.86		

Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
1	Sfd	20.92	4.50	60
2	Sfe	13.88	6.00	68
3	Commercial	20.30		
4	Commercial	3.70		
5	Sfe	30.30	6.00	129
11	Sfd	49.12	4.50	177
12	MU	26.55	22.00	154
13	Sfd	18.74	6.00	59
14	MU	17.44	22.00	84
15	PARK	25.70		
18	PARK	24.14		
20	Sfd	23.95	4.50	91
22	Sfd	14.38	4.50	45
23	Sfd	24.30	4.50	100
24	Sfd	38.54	4.50	134
26	Sfd	19.13	4.50	75
27	Sfd	34.90	4.50	115
28	PARK	14.86		
29	Sfd	37.83	4.50	124
30	Sfd	18.07	4.50	80
31	SCHOOL	11.38		
32	Sfd	44.35	4.50	215
33	Sff	46.76	3.20	85
SUBTOTAL		588.54		1,795
	Open Space	149.03		
	Right of Way	44.43		
TOTAL		791.99		1,795

LEGEND

- North Parcel Segment II Boundary
- North Parcel Segment I Boundary
- South Parcel Boundary
- Planning Area Boundary
- Regional Trail
- Local Trail
- Stabilized Earth Trail
- Detention Pond
- 100 Year Floodplain FEMA Zone A
- Well Site



NO	REVISION	DATE	BY
1	1st SUBMITTAL	02-24-2022	-
2	Team Comments	03-06-2022	-
3			
4			
5			

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 4 NORTH PARCEL DEVELOPMENT PLAN

Owner/Developer
LB Parker Owner, LLC
Dream Finders Homes
Matt Childers
2727 Bryant Street, Suite 200
Denver, CO 80221

DREAM FINDERS
Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.684.1520

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

henry design group

DATUM: NAD 83
JOB NO.:
DRAWN BY:
APPROVED:
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SHEET 2

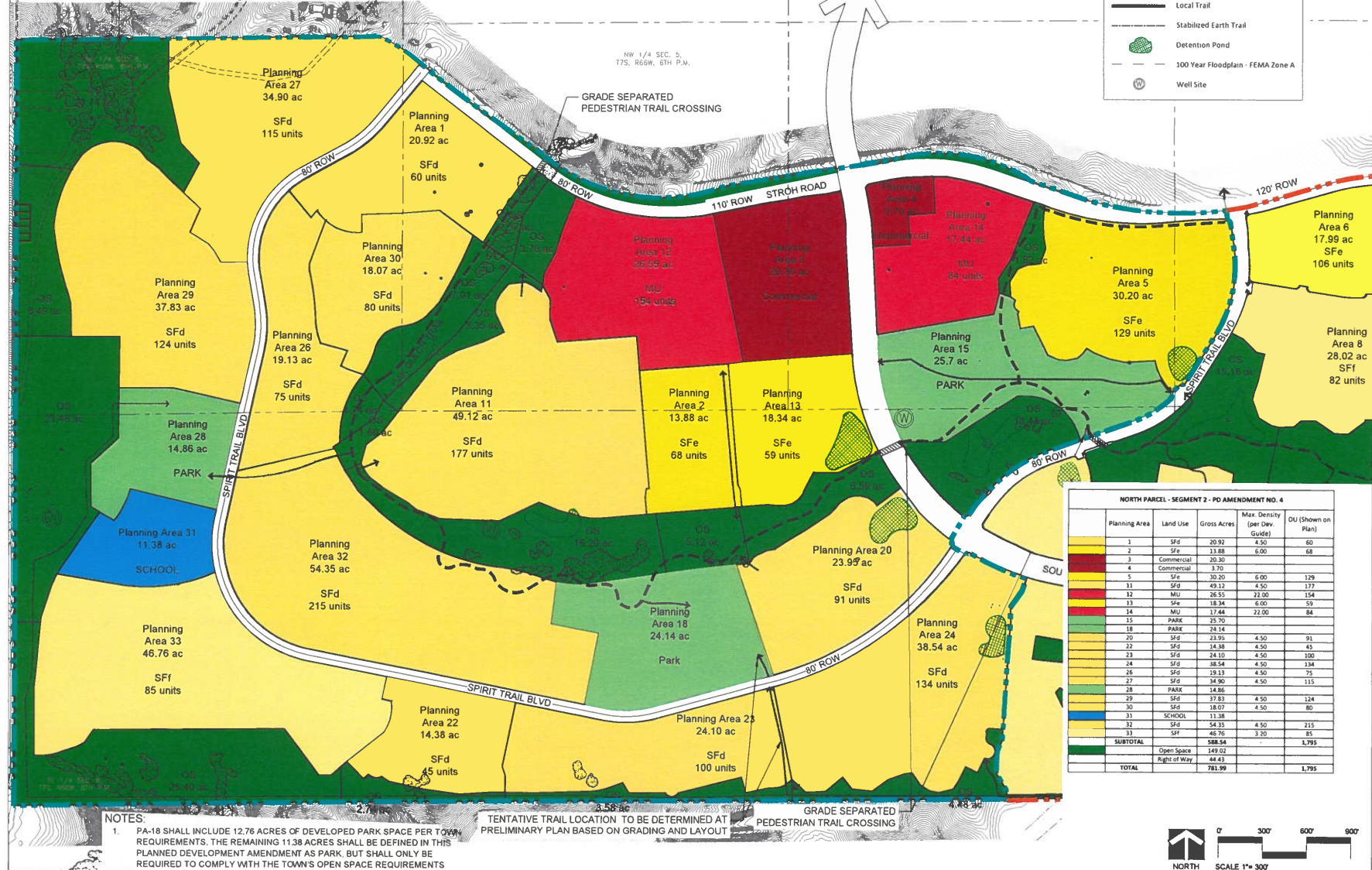
HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 4 NORTH PARCEL DEVELOPMENT PLAN

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

SHEET 3 OF 4
PROPOSED PLANNING AREAS

LEGEND

- North Parcel Segment II Boundary
- North Parcel Segment I Boundary
- Planning Area Boundary
- Regional Trail
- Local Trail
- Stabilized Earth Trail
- Detention Pond
- 100 Year Floodplain - FEMA Zone A
- Well Site



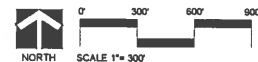
Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
1	SFD	20.92	4.50	60
2	SFD	13.88	6.00	68
3	Commercial	28.30		
4	Commercial	9.79		
5	SFD	30.20	6.00	129
6	SFD	17.99	4.50	177
7	MU	26.55	22.00	154
8	SFD	17.44	6.00	55
9	MU	17.44	22.00	84
10	PARK	25.70		
11	PARK	24.14		
12	SFD	23.99	4.50	91
13	SFD	14.86	4.50	45
14	SFD	24.10	4.50	100
15	SFD	38.54	4.50	134
16	SFD	19.13	4.50	75
17	SFD	34.90	4.50	115
18	PARK	14.86		
19	SFD	37.83	4.50	124
20	SFD	18.07	4.50	80
21	SCHOOL	11.38		
22	SFD	54.35	4.50	215
23	SFD	46.76	3.25	85
24	SFD	58.54		
25	Open Space	149.02		
26	Right of Way	44.43		
TOTAL		783.99		8,795

NOTES

- PA-18 SHALL INCLUDE 12.76 ACRES OF DEVELOPED PARK SPACE PER TOWN REQUIREMENTS. THE REMAINING 11.38 ACRES SHALL BE DEFINED IN THIS PLANNED DEVELOPMENT AMENDMENT AS PARK, BUT SHALL ONLY BE REQUIRED TO COMPLY WITH THE TOWN'S OPEN SPACE REQUIREMENTS
- PA-6 INCORPORATES 15 ADDITIONAL DWELLING UNITS THAT ARE RELOCATED FROM SEGMENT 2.

TENTATIVE TRAIL LOCATION TO BE DETERMINED AT PRELIMINARY PLAN BASED ON GRADING AND LAYOUT

GRADE SEPARATED PEDESTRIAN TRAIL CROSSING



NO.	REVISION	DATE	BY
1	1st SUBMITTAL	02-28-2022	
2	Final Comments	04-29-2022	
3			
4			
5			

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 4 NORTH PARCEL DEVELOPMENT PLAN

Owner/Developer
LB Parker Owner, LLC
Dream Finders Homes
Matt Childers
2727 Bryant Street, Suite 200
Denver, CO 80211

DREAM FINDERS
Civil Engineer
EMK Consultants
7000 S. Alton Way, Bldg. F
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EMK
Planner / Landscape Architect
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303.446.2368

henry design group

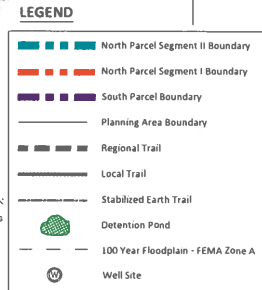
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APPROVED:
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SHEET 3

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

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

HESS RANCH OVERALL PD PLAN



SOUTH PLAINS - PLANNING NO. 12 AS DISCLOSED NOVEMBER 7, 2017									
Parcel #	Land Use	Grass Acres	Proposed Density	Net Acres Minus Roads	Net Acres Minus Roads & Buffer	50'	20'	10'	5'
34	SA2	68.7	4.1	-	-	-	-	-	-
35	SA2	5.2	4.2	-	-	-	-	-	-
36	SA2	20.1	4.1	-	-	-	-	-	-
37	SA2	20.1	4.1	-	-	-	-	-	-
38	SA2	20.1	4.1	-	-	-	-	-	-
39	SA2	20.1	4.1	-	-	-	-	-	-
40	SA2	20.1	4.1	-	-	-	-	-	-
41	SA2	20.1	4.1	-	-	-	-	-	-
42	SA2	20.1	4.1	-	-	-	-	-	-
43	SA2	20.1	4.1	-	-	-	-	-	-
44	SA2	20.1	4.1	-	-	-	-	-	-
45	SA2	20.1	4.1	-	-	-	-	-	-
46	SA2	20.1	4.1	-	-	-	-	-	-
47	SA2	20.1	4.1	-	-	-	-	-	-
48	SA2	20.1	4.1	-	-	-	-	-	-
49	SA2	20.1	4.1	-	-	-	-	-	-
50	SA2	20.1	4.1	-	-	-	-	-	-
51	SA2	20.1	4.1	-	-	-	-	-	-
52	SA2	20.1	4.1	-	-	-	-	-	-
53	SA2	20.1	4.1	-	-	-	-	-	-
54	SA2	20.1	4.1	-	-	-	-	-	-
55	SA2	20.1	4.1	-	-	-	-	-	-
56	SA2	20.1	4.1	-	-	-	-	-	-
57	SA2	20.1	4.1	-	-	-	-	-	-
58	SA2	20.1	4.1	-	-	-	-	-	-
59	SA2	20.1	4.1	-	-	-	-	-	-
60	SA2	20.1	4.1	-	-	-	-	-	-
61	SA2	20.1	4.1	-	-	-	-	-	-
62	SA2	20.1	4.1	-	-	-	-	-	-
63	SA2	20.1	4.1	-	-	-	-	-	-
64	SA2	20.1	4.1	-	-	-	-	-	-
65	SA2	20.1	4.1	-	-	-	-	-	-
66	SA2	20.1	4.1	-	-	-	-	-	-
67	SA2	20.1	4.1	-	-	-	-	-	-
68	SA2	20.1	4.1	-	-	-	-	-	-
69	SA2	20.1	4.1	-	-	-	-	-	-
70	SA2	20.1	4.1	-	-	-	-	-	-
71	SA2	20.1	4.1	-	-	-	-	-	-
72	SA2	20.1	4.1	-	-	-	-	-	-
73	SA2	20.1	4.1	-	-	-	-	-	-
74	SA2	20.1	4.1	-	-	-	-	-	-
75	SA2	20.1	4.1	-	-	-	-	-	-
76	SA2	20.1	4.1	-	-	-	-	-	-
77	SA2	20.1	4.1	-	-	-	-	-	-
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79	SA2	20.1	4.1	-	-	-	-	-	-
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82	SA2	20.1	4.1	-	-	-	-	-	-
83	SA2	20.1	4.1	-	-	-	-	-	-
84	SA2	20.1	4.1	-	-	-	-	-	-
85	SA2	20.1	4.1	-	-	-	-	-	-
86	SA2	20.1	4.1	-	-	-	-	-	-
87	SA2	20.1	4.1	-	-	-	-	-	-
88	SA2	20.1	4.1	-	-	-	-	-	-
89	SA2	20.1	4.1	-	-	-	-	-	-
90	SA2	20.1	4.1	-	-	-	-	-	-
91	SA2	20.1	4.1	-	-	-	-	-	-
92	SA2	20.1	4.1	-	-	-	-	-	-
93	SA2	20.1	4.1	-	-	-	-	-	-
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97	SA2	20.1	4.1	-	-	-	-	-	-
98	SA2	20.1	4.1	-	-	-	-	-	-
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102	SA2	20.1	4.1	-	-	-	-	-	-
103	SA2	20.1	4.1	-	-	-	-	-	-
104	SA2	20.1	4.1	-	-	-	-	-	-
105	SA2	20.1	4.1	-	-	-	-	-	-
106	SA2	20.1	4.1	-	-	-	-	-	-
107	SA2	20.1	4.1	-	-	-	-	-	-
108	SA2	20.1	4.1	-	-	-	-	-	-
109	SA2	20.1	4.1	-	-	-	-	-	-
110	SA2	20.1	4.1	-	-	-	-	-	-
111	SA2	20.1	4.1	-	-	-	-	-	-
112	SA2	20.1	4.1	-	-	-	-	-	-
113	SA2	20.1	4.1	-	-	-	-	-	-
114	SA2	20.1	4.1	-	-	-	-	-	-
115	SA2	20.1	4.1	-	-	-	-	-	-
116	SA2	20.1	4.1	-	-	-	-	-	-
117	SA2	20.1	4.1	-	-	-	-	-	-
118	SA2	20.1	4.1	-	-	-	-	-	-
119	SA2	20.1	4.1	-	-	-	-	-	-
120	SA2	20.1	4.1	-	-	-	-	-	-
121	SA2	20.1	4.1	-	-	-	-	-	-
122	SA2	20.1	4.1	-	-	-	-	-	-
123	SA2	20.1	4.1	-	-	-	-	-	-
124	SA2	20.1	4.1	-	-	-	-	-	-
125	SA2	20.1	4.1	-	-	-	-	-	-
126	SA2	20.1	4.1	-	-	-	-	-	-
127	SA2	20.1	4.1	-	-	-	-	-	-
128	SA2	20.1	4.1	-	-	-	-	-	-
129	SA2	20.1	4.1	-	-	-	-	-	-
130	SA2	20.1	4.1	-	-	-	-	-	-
131	SA2	20.1	4.1	-	-	-	-	-	-
132	SA2	20.1	4.1	-	-	-	-	-	-
133	SA2	20.1	4.1	-	-	-	-	-	-
134	SA2	20.1	4.1	-	-	-	-	-	-
135	SA2	20.1	4.1	-	-	-	-	-	-
136	SA2	20.1	4.1	-	-	-	-	-	-
137	SA2	20.1	4.1	-	-	-	-	-	-
138	SA2	20.1	4.1	-	-	-	-	-	-
139	SA2	20.1	4.1	-	-	-	-	-	-
140	SA2	20.1	4.1	-	-	-	-	-	-
141	SA2	20.1	4.1	-	-	-	-	-	-
142	SA2	20.1	4.1	-	-	-	-	-	-
143	SA2	20.1	4.1	-	-	-	-	-	-
144	SA2	20.1	4.1	-	-	-	-	-	-
145	SA2	20.1	4.1	-	-	-	-	-	-
146	SA2	20.1	4.1	-	-	-	-	-	-
147	SA2	20.1	4.1	-	-	-	-	-	-
148	SA2	20.1	4.1	-	-	-	-	-	-
149	SA2	20.1	4.1	-	-	-	-	-	-
150	SA2	20.1	4.1	-	-	-	-	-	-
151	SA2	20.1	4.1	-	-	-	-	-	-
152	SA2	20.1	4.1	-	-	-	-	-	-
153	SA2	20.1	4.1	-	-	-	-	-	-
154	SA2	20.1	4.1	-	-	-	-	-	-
155	SA2	20.1	4.1	-	-	-	-	-	-
156	SA2	20.1	4.1	-	-	-	-	-	-
157	SA2	20.1	4.1	-	-	-	-	-	-
158	SA2	20.1	4.1	-	-	-	-	-	-
159	SA2	20.1	4.1	-	-	-	-	-	-
160	SA2	20.1	4.1	-	-	-	-	-	-
161	SA2	20.1	4.1	-	-	-	-	-	-
162	SA2	20.1	4.1	-	-	-	-	-	-
163	SA2	20.1	4.1	-	-	-	-	-	-
164	SA2	20.1	4.1	-	-	-	-	-	-
165	SA2	20.1	4.1	-	-	-	-	-	-
166	SA2	20.1	4.1	-	-	-	-	-	-
167	SA2	20.1	4.1	-	-	-	-	-	-
168	SA2	20.1	4.1	-	-	-	-	-	-
169	SA2	20.1	4.1	-	-	-	-	-	-
170	SA2	20.1	4.1	-	-	-	-	-	-
171	SA2	20.1	4.1	-	-	-	-	-	-
172	SA2	20.1	4.1	-	-	-	-	-	-
173	SA2	20.1	4.1	-	-	-	-	-	-
174	SA2	20.1	4.1	-	-	-	-	-	-
175	SA2	20.1	4.1	-	-	-	-	-	-
176	SA2	20.1	4.1	-	-	-	-	-	-
177	SA2	20.1	4.1	-	-	-	-	-	-
178	SA2	20.1	4.1	-	-	-	-	-	-
179	SA2	20.1	4.1	-	-	-	-	-	-
180	SA2	20.1	4.1	-	-	-	-	-	-
181	SA2	20.1	4.1	-	-	-	-	-	-
182	SA2	20.1	4.1	-	-	-	-	-	-
183	SA2	20.1	4.1	-	-	-	-	-	-
184	SA2	20.1	4.1	-	-	-	-	-	-
185	SA2	20.1	4.1	-	-	-	-	-	-
186	SA2	20.1	4.1	-	-	-	-	-	-
187	SA2	20.1	4.1	-	-	-	-	-	-
188	SA2	20.1	4.1	-	-	-	-	-	-
189	SA2	20.1	4.1	-	-	-	-	-	-
190	SA2	20.1	4.1	-	-	-	-	-	-
191	SA2	20.1	4.1	-	-	-	-	-	-
192	SA2	20.1	4.1	-	-	-	-	-	-
193	SA2	20.1	4.1	-	-	-	-	-	-
194	SA2	20.1	4.1	-	-	-	-	-	-
195	SA2	20.1	4.1	-	-	-	-	-	-
196	SA2	20.1	4.1	-	-	-	-	-	-
197	SA2	20.1	4.1	-	-	-	-	-	-
198	SA2	20.1	4.1	-	-	-	-	-	-
199	SA2	20.1	4.1	-	-	-	-	-	-
200	SA2	20.1	4.1	-	-	-	-	-	-
201	SA2	20.1	4.1	-	-	-	-	-	-
202	SA2	20.1	4.1	-	-	-	-	-	-
203	SA2	20.1	4.1	-	-	-	-	-	-
204	SA2	20.1	4.1	-	-	-	-	-	-
205	SA2	20.1	4.1	-	-	-	-	-	-
206	SA2	20.1	4.1	-	-	-	-	-	-
207	SA2	20.1	4.1	-	-	-	-	-	-
208	SA2	20.1	4.1	-	-	-	-	-	-
209	SA2	20.1	4.1	-	-	-	-	-	-
210	SA2	20.1	4.1	-	-	-	-	-	-
211	SA2	20.1	4.1	-	-	-	-	-	-
212	SA2	20.1	4.1	-	-	-	-	-	-
213	SA2	20.1	4.1	-	-	-	-	-	-
214	SA2	20.1	4.1	-	-	-	-	-	-
215	SA2	20.1	4.1	-	-	-	-	-	-
216	SA2	20.1	4.1	-	-	-	-	-	-
217	SA2	20.1	4.1	-	-	-	-	-	-
218	SA2	20.1	4.1	-	-	-	-	-	-
219	SA2	20.1	4.1	-	-	-	-	-	-
220	SA2	20.1	4.1	-	-				

NORTH PARCEL - SEGMENT 2 - PD AMENDMENT NO. 4					
	Planning Area	Land Use	Gross Acres	Max. Density (per Dated)	Dx (Shown on Plan)
1	1	Office	20.13	4.50	48
2	1	SR	13.88	6.00	48
3	2	Commercial	20.30	4.50	48
4	2	Commercial	3.70	4.50	48
5	2	SR	20.25	6.00	129
6	2	SR	17.13	6.00	129
7	11	SR	26.55	21.00	134
8	11	SR	14.34	21.00	89
9	11	SR	17.48	21.00	89
10	15	Public	25.70	7.00	89
11	15	Public	14.14	7.00	89
12	22	SR	23.95	4.50	91
13	22	SR	14.38	4.50	91
14	22	SR	22.12	4.50	91
15	24	SR	18.14	4.50	134
16	24	SR	15.11	4.50	75
17	27	SR	27.83	4.50	115
18	28	Public	14.85	4.50	50
19	28	SR	27.83	4.50	116
20	30	SAG	18.67	4.50	80
21	31	SCHOOL	11.38	4.50	50
22	32	SR	11.38	4.50	215
23	33	SR	49.26	7.20	85
24	34	SR	11.38	4.50	115
25		Open Space	149.03		
26		Right of Way	44.43		
	TOTAL				1,799

North Parcel		
LOOKING GLASS SEGMENT 1 - PD AMENDMENT NO. 4 **		
Planning Areas	188.64	694
Open Space	138.75	
Light of View	13.87	
Amendment Subtotal	351.89	694
LOOKING GLASS SEGMENT 2 - PD AMENDMENT NO. 4 **		
Planning Areas	548.54	1,795
Open Space	449.23	
Light of View	44.63	
Amendment Subtotal	761.99	1,795
LOOKING GLASS SUBTOTAL	1,113.88	3,489
GRAND TOTAL	1,515.86	5,379
Chairman's President	380.00	
Chairman's Secretary	284.00	
* 15 units required for the Amendment Approval		
** 15 units required for Looking Glass Segment 1 PD Amendment 1 Record September 8, 2019		
*** 15 units required for Looking Glass Segment 2 PD Amendment 1 Record September 8, 2019		

[illegible]

1. PA-18 SHALL INCLUDE 12.76 ACRES OF DEVELOPED PARK SPACE PER TOWN REQUIREMENTS. THE REMAINING 11.38 ACRES SHALL BE DEFINED IN THIS PLANNED DEVELOPMENT AMENDMENT AS PARK, BUT SHALL ONLY BE REQUIRED TO COMPLY WITH THE TOWN'S OPEN SPACE REQUIREMENTS.
2. PA-6 INCORPORATES 16 ADDITIONAL DWELLING UNITS THAT ARE RELOCATED FROM SEGMENT 2.

**HESS RANCH
PLANNED DEVELOPMENT
AMENDMENT NO. 4
NORTH PARCEL DEVELOPMENT PLAN**

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

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

DATE: 04-29-2022
JOB NO: *
DRAWN BY: *
APPROVED: *
CADD FILE:

SHEET 4



Request for Town Council Action

Date: November 21, 2022

Submitted By: Linda Quade, Sales Tax Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 8.33 - First Reading**
A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Establish an Exemption from the Town's Sales and Use Tax for Certain Retail Delivery Fees and Carryout Bag Fees
Enacted by the State of Colorado
Department: Finance, Linda Quade
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

During the 2021 legislative session, the Colorado legislature passed HB 21-1162, which imposes a \$0.10 fee on each single-use carry-out bag provided to consumers beginning on January 1, 2023. Additionally, the legislature passed SB 21-260, which imposes a \$0.27 fee on purchases of tangible personal property delivered to consumers in a motor vehicle beginning on July 1, 2022. Both of these fees are currently subject to the Town's 3% sales and use tax. Staff is requesting that Town Council approve an ordinance to exempt these fees from the Town's sales and use tax.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

During the 2021 legislative session, the Colorado legislature passed HB 21-1162, which imposes a \$0.10 fee on each single-use carry-out bag provided to consumers ("Bag Fee"). Additionally, the legislature passed SB 21-260, which imposes a \$0.27 fee on purchases of tangible personal property delivered to consumers in a motor vehicle ("Delivery Fee"). Section 4.03.140 of the Parker Municipal Code imposes a three percent (3%) sales tax on the sale of tangible personal property at retail or the furnishing of taxable services. Furthermore, Section 4.03.160 of the Code includes delivery charges in the gross receipts from a transaction, meaning that delivery charges are currently taxed. Since the Code does not specifically exclude bag fees added into the purchase price of tangible personal property, and affirmatively taxes delivery fees, the result is that taxes are calculated on the basis of the price of the property and the attendant fee, rather than just on the price of the property alone.

FINANCIAL IMPACT

It was estimated the sales and use tax on the \$0.10 fee on each single-use carry-out bag would have generated approximately \$13,750 on an annual basis. Due to the lack of specific data related to the sales and use tax on the delivery fee, there is no estimate of what the lost revenue would be.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 8.33

RECOMMENDED MOTION

I move to approve Ordinance No. 8.33 on first reading and to schedule second reading for December 5, 2022, as part of the consent agenda.

ORDINANCE NO. 8.33, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 4.03 OF THE PARKER MUNICIPAL CODE TO ESTABLISH AN EXEMPTION FROM THE TOWN'S SALES AND USE TAX FOR CERTAIN RETAIL DELIVERY FEES AND CARRYOUT BAG FEES ENACTED BY THE STATE OF COLORADO

WHEREAS, the Town of Parker, is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution;

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales and use taxes is clearly within the constitutional grant of power to the Town and is necessary to raise revenue with which to conduct the affairs and render the services performed by the Town;

WHEREAS, pursuant to such authority, the Town has adopted and enacted a Sales and Use Tax Code, under which Town sales and use tax is levied;

WHEREAS, the Town does not wish to impose local sales tax on retail delivery fees and carryout bag fees enacted by the State of Colorado that would otherwise be taxable under the Parker Municipal Code; and

WHEREAS, the Town adopts this ordinance with the intent to exempt such fees from local sales and use tax.

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

Section 1. Section 4.03.200 of the Parker Municipal Code is hereby amended by the addition thereto of new Paragraphs (a)(48) and (a)(49) to read as follows:

4.03.200 – Sales tax – Exempt property and services.

(a) The following goods and services shall be exempt from sales tax under the provisions of this Code:

* * *

(48) The retail delivery fee consisting of the community access retail delivery fee imposed in Section 24-38.5-303(7), C.R.S., the clean fleet retail delivery fee imposed in Section 25-7.5-103(8), C.R.S., the clean transit retail delivery fee imposed in Section 43-4-1203(7), C.R.S., the retail delivery fee imposed in Section 43-4-218(3), C.R.S., the bridge and tunnel retail delivery fee imposed in Section 43-4-805 (5)(g.7), C.R.S., and the air pollution mitigation retail delivery fee imposed in Section 43-4-1303(8), C.R.S., as such sections existed on June 17, 2021; and

(49) The carryout bag fee imposed in Section 25-17-505, C.R.S., as such section existed on July 6, 2021.

Section 2. Section 4.03.220 of the Parker Municipal Code is hereby amended by the addition thereto of new Paragraphs (12) and (13) to read as follows:

4.03.220 – Use tax – Exemptions.

The use tax shall not apply to:

* * *

(12) The retail delivery fee consisting of the community access retail delivery fee imposed in Section 24-38.5-303(7), C.R.S., the clean fleet retail delivery fee imposed in Section 25-7.5-103(8), C.R.S., the clean transit retail delivery fee imposed in Section 43-4-1203(7), C.R.S., the retail delivery fee imposed in Section 43-4-218(3), C.R.S., the bridge and tunnel retail delivery fee imposed in Section 43-4-805 (5)(g.7), C.R.S., and the air pollution mitigation retail delivery fee imposed in Section 43-4-1303(8), C.R.S., as such sections existed on June 17, 2021; and

(13) The carryout bag fee imposed in Section 25-17-505, C.R.S., as such section existed on July 6, 2021.

Section 3. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin S. Hoffmann, Town Attorney



Request for Town Council Action

Date: November 21, 2022

Submitted By: Amber Moreno, Human Resources Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-064**
A Resolution to Approve the Second Amendment to Amended and Restated Employment Agreement for the Town Manager

Department: Town Council

EXECUTIVE SUMMARY

The purpose of this resolution is to adjust the Town Administrator's compensation, as provided by the amendment to the Town Administrator's employment agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council participated in the performance evaluation for the Town Administrator. The attached resolution provides for a 7.07% merit increase.

FINANCIAL IMPACT

The merit increase was included in the 2022 budget process.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Resolution No. 22-064

RECOMMENDED MOTION

I move to approve Resolution No. 22-064, as part of the consent agenda.

RESOLUTION NO. 22-064, Series of 2022

TITLE: A RESOLUTION TO APPROVE THE SECOND AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE TOWN MANAGER

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amendment to Amended and Restated Employment Agreement for the Town Manager, which is attached hereto as **Exhibit A** and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

**SECOND AMENDMENT TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Second Amendment") is made and entered into this ____ day of _____, 2022, by and between the Town Council of the Town of Parker, State of Colorado, a home rule municipal corporation, (the "Town"), and Michelle Kivela (the "Town Manager"), both of whom understand as follows:

RECITALS:

A. The Town and the Town Manager are parties to an Amended and Restated Employment Agreement entered into on August 3, 2020 (the "Employment Agreement").

B. The Town and the Town Manager are parties to a First Amendment to Amended and Restated Employment Agreement entered into on October 4, 2021 (the "First Amendment").

C. The Town Council continues to desire to retain the services of the Town Manager and desires to increase the Town Manager's salary, effective September 1, 2022, subject to the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 3 of the Employment Agreement is amended to provide as follows:

3. Salary. The annual base salary to be paid to the Town Manager shall be Two Hundred Fifty-Two Thousand Six Hundred Fifty-Two Dollars and Eighteen Cents (\$252,652.18), which shall be paid periodically in the same manner as other employees of the Town are paid.

2. The Employment Agreement and First Amendment are hereby amended to the extent provided in this Second Amendment.

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

IN WITNESS WHEREOF, this Second Amendment is executed by the parties hereto as of the date first written above.

TOWN COUNCIL OF THE TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Michelle Kivela
Town Manager



Request for Town Council Action

Date: November 21, 2022

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-066**
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Lamberton Properties, LLP, for a Portion of Lots 1 and 2, Britt Subdivision Filing No. 1

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

The purpose of this resolution is to accept the conveyance of a permanent sidewalk/pedestrian lighting easement for proposed public improvements located on a portion of Lots 1 and 2, Britt Subdivision Filing No. 1, otherwise known as the Lamberton property with mailing addresses consisting of 10965 Pikes Peak Drive and 10957 Pikes Peak Drive, Parker, CO 80138.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The sidewalks on Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet need enhancements to improve comfort and accessibility for pedestrians. During 2021, staff engaged Felsburg Holt & Ullevig to develop a conceptual design for the project which was presented to and supported by Town Council in October 2021. The project is currently in the final design phase and staff is working to finalize easement acquisitions necessary to construct the project.

To accommodate the proposed public improvements, acquisition of permanent and/or temporary easements is required from fifteen (15) property owners along the project limits. As of this date, there are a total of fourteen (14) temporary and twelve (12) permanent easements required. Four (4) of the twelve (12) permanent easements required will be dedicated by a plat. The remaining eight (8) permanent easements will be dedicated by separate agreements and require acceptance by Town Council by a resolution. The easements associated with this resolution are necessary to accommodate new public sidewalks and pedestrian lighting and to ensure the long-term operation and maintenance of this infrastructure.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project and funding has been appropriated in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map - Lamberton Property
2. Resolution No. 22-066

RECOMMENDED MOTION

I move to approve Resolution No. 22-066, as part of the consent agenda.

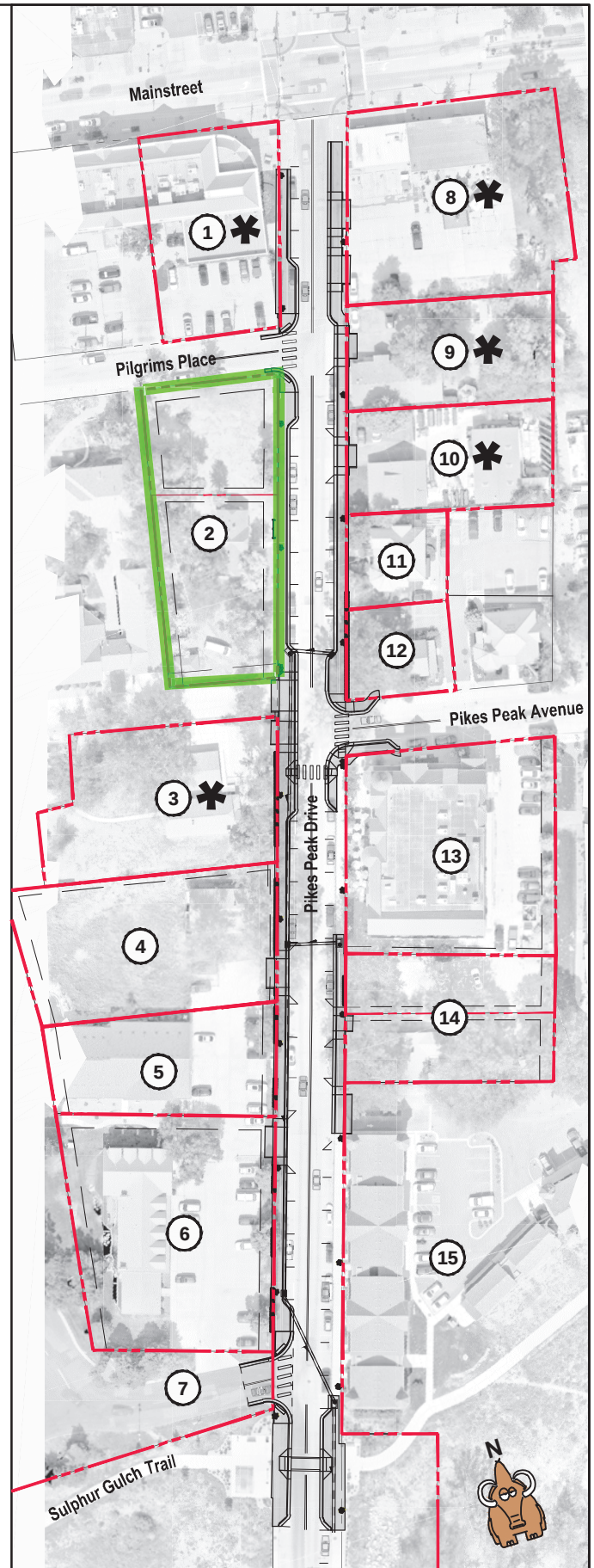
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- 1 Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- 2 Lambertson Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- 3 Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- 4 Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 5 Koffman Properties LLC
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- 6 Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- 7 Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- 8 Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- 9 Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- 10 Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- 11 Twin Creeks LLC
10964 Pikes Peak Drive
Parker, CO 80138
- 12 Byland LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 13 Jeff & Staci Rubie Revocable Trust
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- 14 Crowfoot Valley LLC
PO Box 6
Parker, CO 80134
- 15 Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

✱ PROPERTIES ARE UNPLATTED



RESOLUTION NO. 22-066, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT FROM LAMBERTON PROPERTIES, LLP, FOR A PORTION OF LOTS 1 AND 2, BRITT SUBDIVISION FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from Lamberton Properties, LLP, for a portion of Lots 1 and 2, Britt Subdivision Filing No. 1;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from Lamberton Properties, LLP, for a portion of Lots 1 and 2, Britt Subdivision Filing No. 1, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT (the "Easement Agreement") is made this 3 day of October, 2022, between LAMBERTON PROPERTIES, LLP, a Colorado limited liability partnership, whose legal address is 11293 Pine Valley Drive, Franktown, Colorado 80116-7911 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk and pedestrian lighting, including the construction, maintenance, repair, removal and replacement of such sidewalk and pedestrian lighting, and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk and Lighting Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk and Lighting Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk and Lighting Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the public sidewalk and pedestrian lighting within the Sidewalk and Lighting Easement area in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk and Lighting Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk and pedestrian lighting.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

GRANTOR: LAMBERTON PROPERTIES, LLP,
a Colorado limited liability partnership

Sandra Lambertson - President
Sandra Lambertson [name, title]
owner

STATE OF CO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 21 day of OCTOBER, 2022, by Sandra Lambertson, as owner of Lamberton Properties, LLP, a Colorado limited liability partnership.

My commission expires: 07/29/2025

(SEAL)

EVA PAGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054029852
MY COMMISSION EXPIRES 07/29/2025

[Signature]
Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION
EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 1 AND 2, BRITT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2011055386 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE EASTERLY BOUNDARY OF SAID BRITT SUBDIVISION FILING NO. 1 BEARS NORTH 17°05'25" EAST, A DISTANCE OF 221.00 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 78°04'10" WEST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET WESTERLY OF SAID EASTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°05'25" EAST, A DISTANCE OF 220.98 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID NORTHERLY BONDARY, SOUTH 79°48'35" EAST, A DISTANCE OF 0.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE EASTERLY BOUNDARY OF SAID BRITT SUBDIVISION FILING NO. 1;

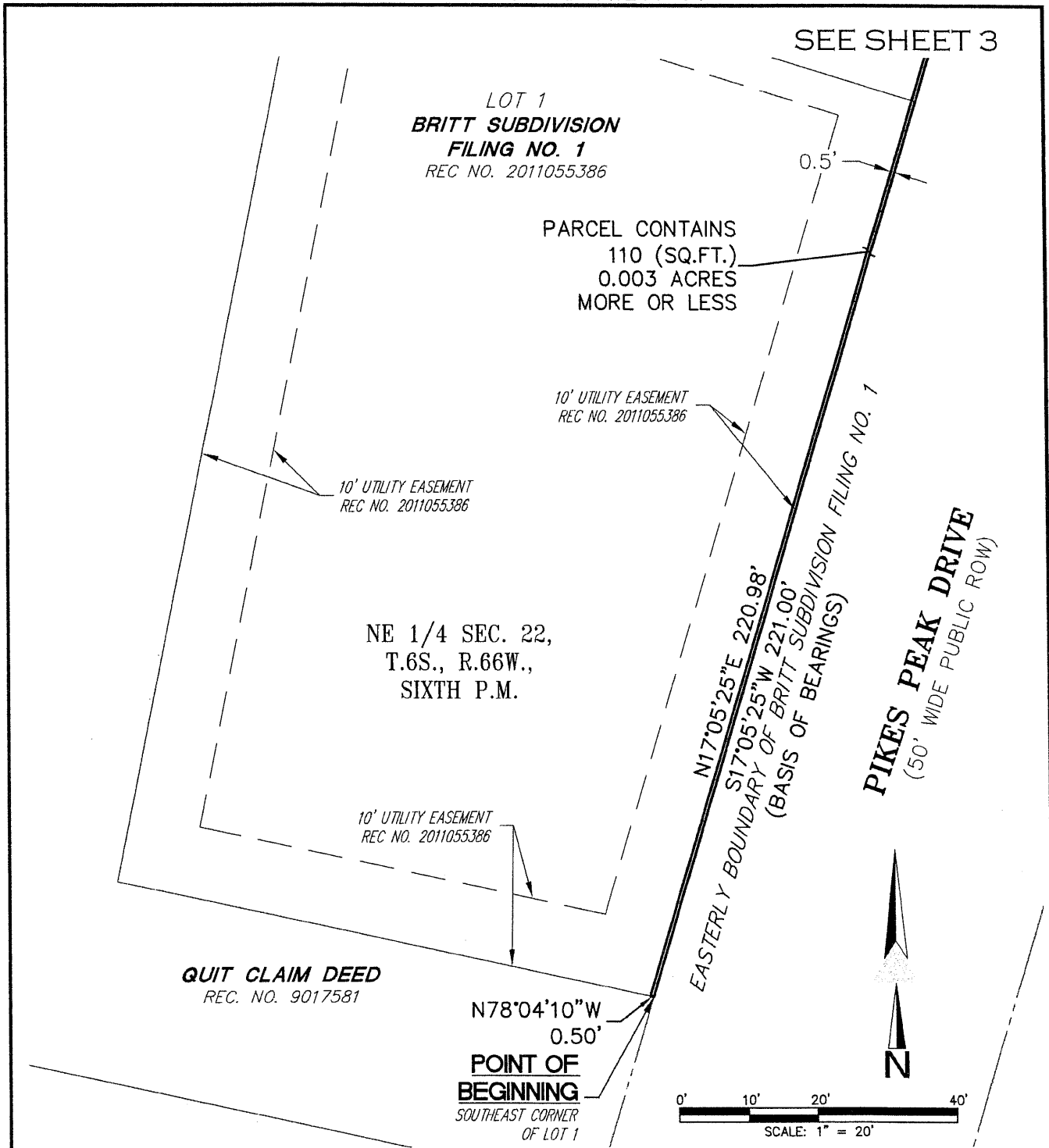
THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 17°05'25" WEST, A DISTANCE OF 221.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.003 ACRES, (110 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



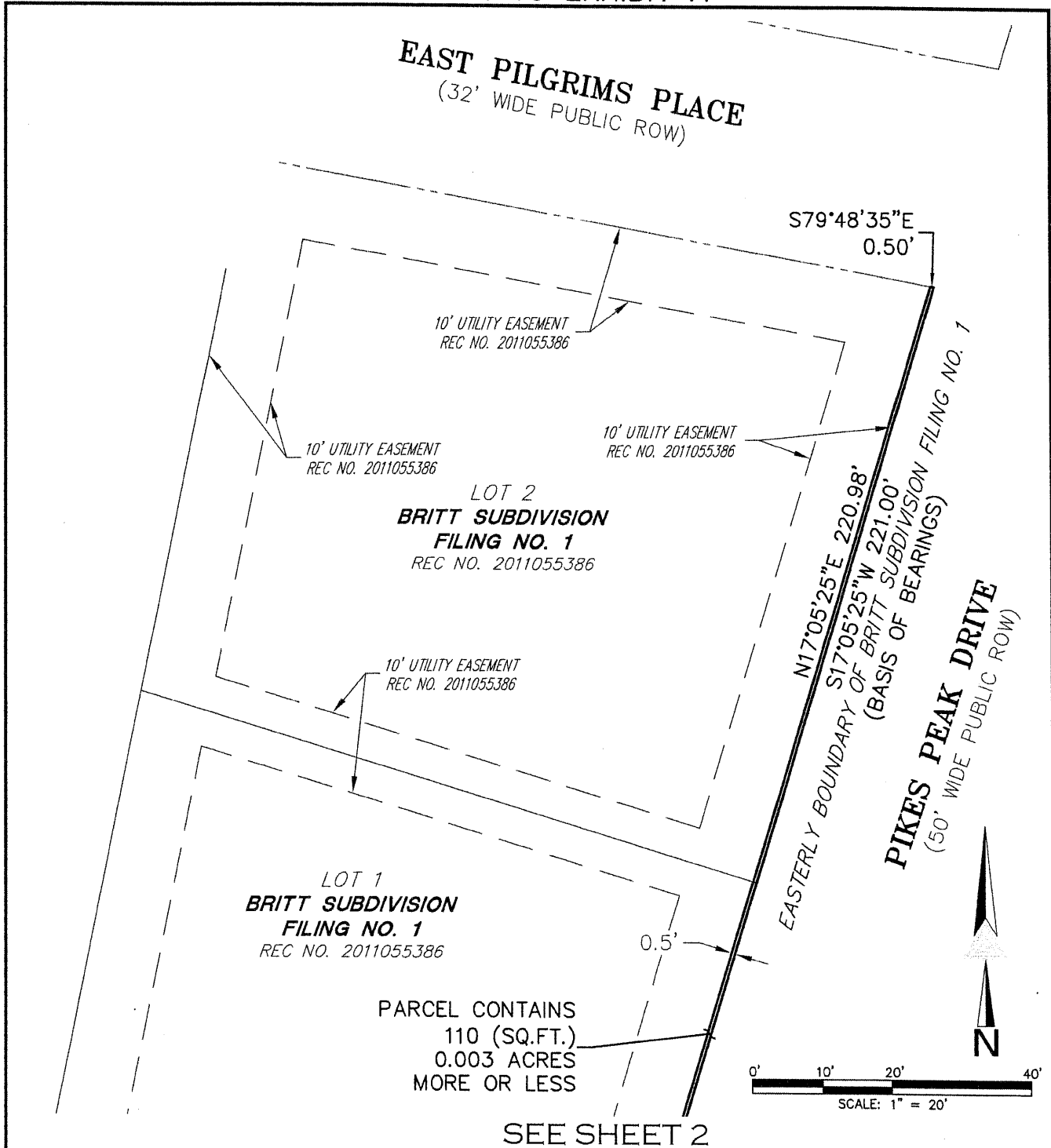
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 20'

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
Lots 1 & 2, Britt Sub F1 - PE-2

SIDEWALK EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO
JOB NUMBER 12321-03 2 OF 3 SHEETS

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:\12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 20'

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
Lots 1 & 2, Britt Sub F1 - PE-2

SIDEWALK EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO
JOB NUMBER 12321-03 3 OF 3 SHEETS

PIKES PEAK DRIVE SIDEWALKS

Property Owner
Lamberton Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138



LEGEND

- Right-Of-Way & Property Line
- Permanent Sidewalk Easement
- Proposed Curb and Gutter (6-inch Vertical)
- Proposed Sidewalk (Varies 6 Ft to 8 Ft)
- Proposed Street Light (Subject to Further Study)

Pilgrims Place

EXISTING FENCE COLUMNS (TYP.)

EXISTING FENCE (TYP.)

05'

6'

See Next Sheet for South Parcel

NOTES

1. NO TEMPORARY EASEMENT IS SHOWN.
ALL WORK SHALL BE WITHIN THE PERMANENT
SIDEWALK EASEMENT, TO AVOID DAMAGE
TO ADJACENT FENCE.

CONCEPT LAYOUT
FOR REVIEW ONLY
MARCH 2022

Pikes Peak Drive



SCALE: 1"=20'

2



Request for Town Council Action

Date: November 21, 2022

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-067**
**A Resolution Accepting the Conveyance of a Public Sidewalk,
Pedestrian Lighting and Artwork Easement from Orris Family L.L.C.
for a Portion of Lot 2, Bridgeside Subdivision**

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

The purpose of this resolution is to accept the conveyance of a permanent sidewalk/pedestrian lighting easement for proposed public improvements located on a portion of Lot 2, Bridgeside Subdivision, otherwise known as the Orris Family property with mailing addresses consisting of 6295 Greenwood Plaza Boulevard, Suite 120 and 6295 Greenwood Plaza Boulevard, Suite 120, Greenwood Village, CO 80111.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The sidewalks on Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet need enhancements to improve comfort and accessibility for pedestrians. During 2021, staff engaged Felsburg Holt & Ullevig to develop a conceptual design for the project which was presented to and supported by Town Council in October 2021. The project is currently in the final design phase and staff is working to finalize easement acquisitions necessary to construct the project.

To accommodate the proposed public improvements, acquisition of permanent and/or temporary easements is required from fifteen (15) property owners along the project limits. As of this date, there are a total of fourteen (14) temporary and twelve (12) permanent easements required. Four (4) of the twelve (12) permanent easements required will be dedicated by a plat. The remaining eight (8) permanent easements will be dedicated by separate agreements and require acceptance by Town Council by a resolution. The easements associated with this resolution are necessary to accommodate new public sidewalks and pedestrian lighting and to ensure the long-term operation and maintenance of this infrastructure.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project and funding has been appropriated in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map - Orris Family LLC
2. Resolution No. 22-067

RECOMMENDED MOTION

I move to approve Resolution No. 22-067, as part of the consent agenda.

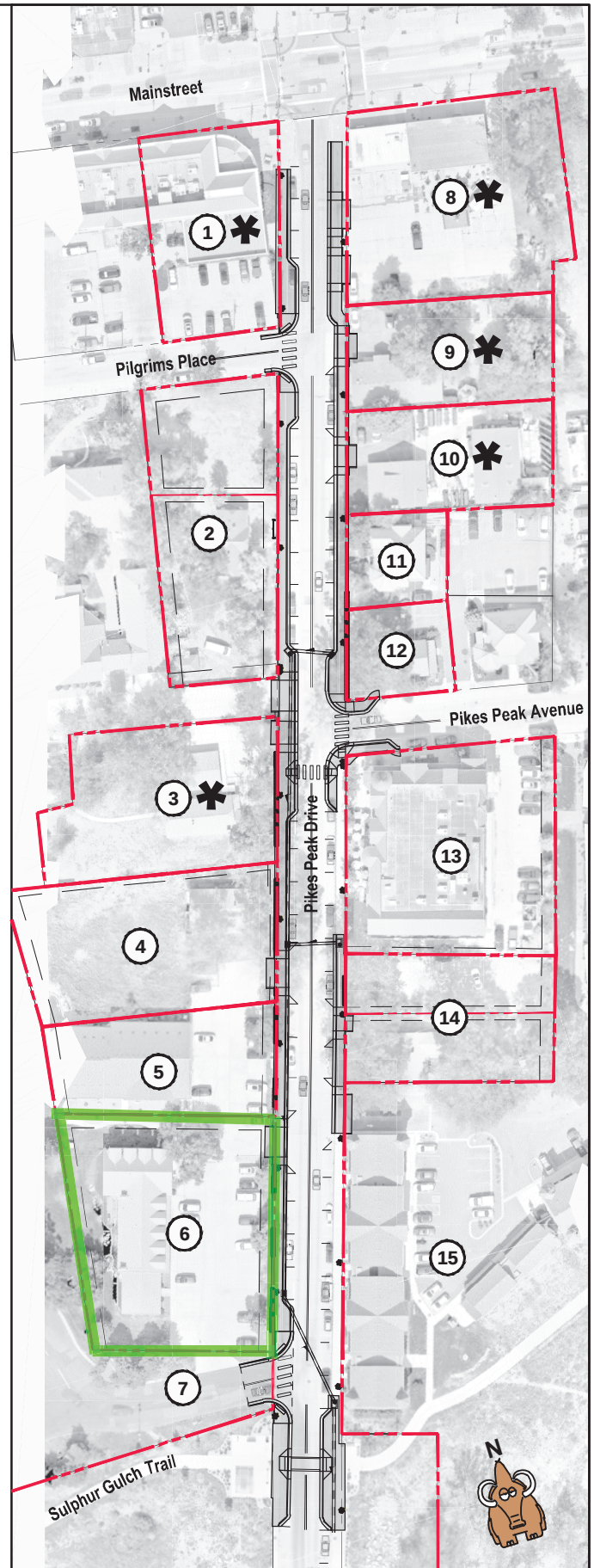
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- 1 Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- 2 Lamberton Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- 3 Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- 4 Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 5 Koffman Properties LLC
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- 6 Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- 7 Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- 8 Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- 9 Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- 10 Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- 11 Twin Creeks LLC
10964 Pikes Peak Drive
Parker, CO 80138
- 12 Byland LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 13 Jeff & Staci Rubie Revocable Trust
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- 14 Crowfoot Valley LLC
PO Box 6
Parker, CO 80134
- 15 Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

✱ PROPERTIES ARE UNPLATTED



RESOLUTION NO. 22-067, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK, PEDESTRIAN LIGHTING AND ARTWORK EASEMENT FROM ORRIS FAMILY L.L.C. FOR A PORTION OF LOT 2, BRIDGESIDE SUBDIVISION

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk, pedestrian lighting and artwork from Orris Family L.L.C. for a portion of Lot 2, Bridgeside Subdivision;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, pedestrian lighting and artwork from Orris Family L.L.C. for a portion of Lot 2, Bridgeside Subdivision, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK, PEDESTRIAN LIGHTING AND ARTWORK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK, PEDESTRIAN LIGHTING AND ARTWORK EASEMENT AGREEMENT (this "Easement Agreement") is made this 13th day of September, 2022, between ORRIS FAMILY L.L.C., a Colorado limited liability company, whose legal address is 6295 Greenwood Plaza Boulevard, Suite 120, Greenwood Village, Colorado 80111 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

1. **Grant of Easement.** In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town a nonexclusive easement for a public sidewalk, pedestrian lighting and artwork, including the construction, maintenance, repair, removal and replacement of such sidewalk, pedestrian lighting and artwork, and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and which area is hereinafter referred to as the "Sidewalk, Lighting and Artwork Easement Area." Prior to installation of any artwork in the Sidewalk, Lighting and Artwork Easement Area, Grantee shall have obtain Grantor's written approval thereof, which approval shall not be unreasonably withheld. Grantor reserves the right of ownership and use of the Sidewalk, Lighting and Artwork Easement Area insofar as the same does not materially impair the rights granted to Grantee in this Easement Agreement. Without limiting the foregoing, Grantor may (i) grant third parties easement rights within the Sidewalk, Lighting and Artwork Easement Area and (ii) install within the Sidewalk, Lighting and Artwork Easement Area any utility or irrigation lines or conduits.

2. **Infringement and Correction.** Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk, Lighting and Artwork Easement Area. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which, if Grantor has failed to commence correction and elimination of such violation and is not diligently pursuing the same, the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. **Obligations of the Town.** The Town shall maintain the public sidewalk, pedestrian lighting and artwork within the Sidewalk, Lighting and Artwork Easement Area in good condition at all times. All work performed by the Town in the Sidewalk, Lighting and Artwork Easement Area shall be done with care and all damage to the Grantor's land and improvements shall be promptly paid for and repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition immediately prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the Sidewalk, Lighting and Artwork Easement Area.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

7. Counterparts. This Easement Agreement may be executed in counterparts, each of which (once executed) will constitute an original and all of which together (once executed) will constitute one and the same document.

8. Entire Agreement. No amendment, alteration, modification of, or addition to, this Easement Agreement will be valid or binding unless expressed in writing and signed by each of the parties hereto.

9. Governing Law. This Easement Agreement will be governed by the internal laws of the State of Colorado, without regard to its conflict of laws principles.

[signature page follows]

Executed and delivered the day and year first above written.

**GRANTOR: ORRIS FAMILY L.L.C., a
Colorado limited liability company**

By: Jason Orris
Jason Orris - Partner [name, title]

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13 day of September
2022, by Jason Orris, as Partner of Orris Family L.L.C., a Colorado
limited liability company.

My commission expires: July 27, 2025

(S E A L)

Colleen Bement
Notary Public

COLLEEN BEMENT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214029704
MY COMMISSION EXPIRES JULY 27, 2025

GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**LEGAL DESCRIPTION
EXHIBIT "A"**

A PARCEL OF LAND BEING A PORTION OF LOT 2, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 2 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°43'25" WEST, A DISTANCE OF 171.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;
2. NORTH 72°25'54" WEST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET WESTERLY OF SAID EASTERLY BOUNDARY;

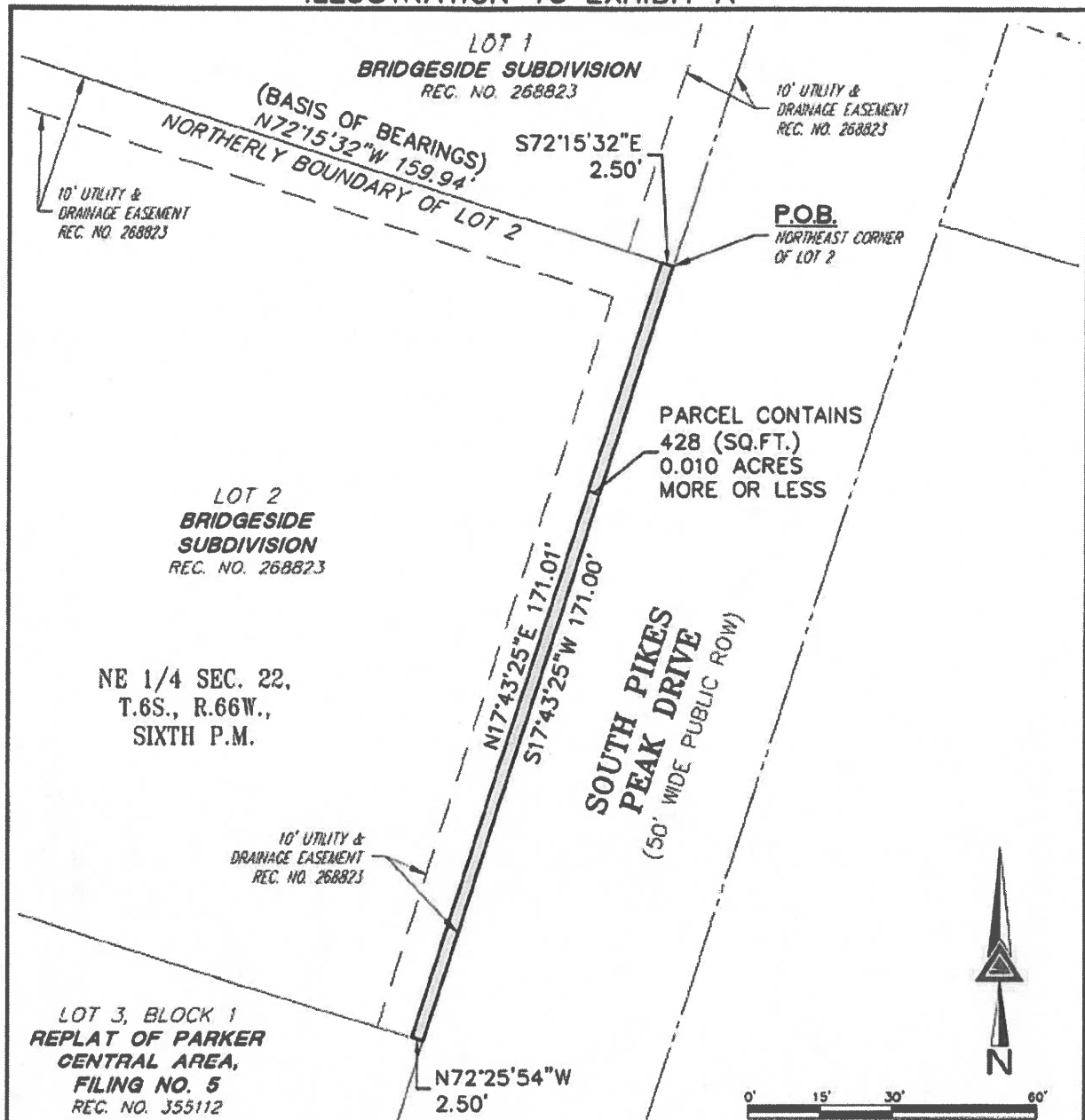
THENCE ALONG SAID PARALLEL LINE, NORTH 17°43'25" EAST, A DISTANCE OF 171.01 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 72°15'32" EAST, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.010 ACRES, (428 SQUARE FEET), MORE OR LESS.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF AZTEC
CONSULTANTS, INC. 300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



P.O.B. - POINT OF BEGINNING

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

PATH: Q:\12321-03\DWG\EXHIBITS

DWG NAME:

DWG: BAM CHK: JRW

DATE: 2022-02-07

SCALE: 1" = 30'



2022-01-28 Lot 2, Bridgeside Sub - PE

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1876
Fax: (303) 713-1877
www.aztecconsultants.com

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 of 2 SHEETS



Request for Town Council Action

Date: November 21, 2022

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-068**
**A Resolution Accepting the Conveyance of a Public Sidewalk,
Pedestrian Lighting and Artwork Easement from Mohr Connections
LLC for a Portion of Lot 1, Bridgeside Subdivision Filing No. 2**

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

The purpose of this resolution is to accept the conveyance of a permanent sidewalk/pedestrian lighting easement for proposed public improvements located on a portion of Lot 1, Bridgeside Subdivision Filing No. 2, otherwise known as the Mohr property or Montgomery House property with mailing addresses consisting of 10970 Pikes Peak Drive and 10970 Pikes Peak Drive, Parker, CO 80138.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The sidewalks on Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet need enhancements to improve comfort and accessibility for pedestrians. During 2021, staff engaged Felsburg Holt & Ullevig to develop a conceptual design for the project which was presented to and supported by Town Council in October 2021. The project is currently in the final design phase and staff is working to finalize easement acquisitions necessary to construct the project.

To accommodate the proposed public improvements, acquisition of permanent and/or temporary easements is required from fifteen (15) property owners along the project limits. As of this date, there are a total of fourteen (14) temporary and twelve (12) permanent easements required. Four (4) of the twelve (12) permanent easements required will be dedicated by a plat. The remaining eight (8) permanent easements will be dedicated by separate agreements and require acceptance by Town Council by a resolution. The easements associated with this resolution are necessary to accommodate new public sidewalks and pedestrian lighting and to ensure the long-term operation and maintenance of this infrastructure.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project and funding has been appropriated in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map - Mohr Connections LLC
2. Resolution No. 22-068

RECOMMENDED MOTION

I move to approve Resolution No. 22-068, as part of the consent agenda.

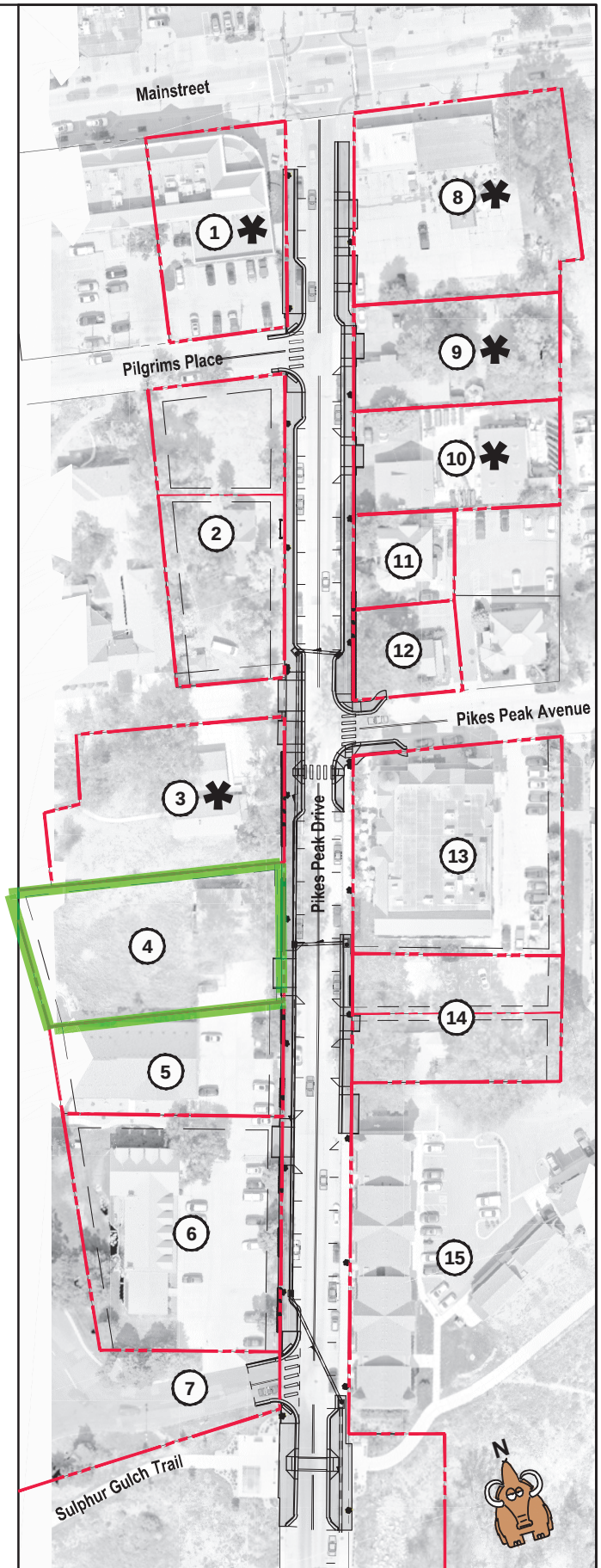
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- 1 Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- 2 Lamberton Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- 3 Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- 4 Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 5 Koffman Properties LLC
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- 6 Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- 7 Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- 8 Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- 9 Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- 10 Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- 11 Twin Creeks LLC
10964 Pikes Peak Drive
Parker, CO 80138
- 12 Byland LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 13 Jeff & Staci Rubie Revocable Trust
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- 14 Crowfoot Valley LLC
PO Box 6
Parker, CO 80134
- 15 Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

✱ PROPERTIES ARE UNPLATTED



RESOLUTION NO. 22-068, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK, PEDESTRIAN LIGHTING AND ARTWORK EASEMENT FROM MOHR CONNECTIONS LLC FOR A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION FILING NO. 2

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk, pedestrian lighting and artwork from Mohr Connections LLC for a portion of Lot 1, Bridgeside Subdivision Filing No. 2;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, pedestrian lighting and artwork from Mohr Connections LLC for a portion of Lot 1, Bridgeside Subdivision Filing No. 2, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK, PEDESTRIAN LIGHTING AND ARTWORK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK, PEDESTRIAN LIGHTING AND ARTWORK EASEMENT AGREEMENT (the "Easement Agreement") is made this 27 day of Sept, 2022, between MOHR CONNECTIONS LLC, a Colorado limited liability company, whose legal address is 41910 E. Muirfield Loop, Elizabeth, Colorado 80107 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk, pedestrian lighting and artwork, including the construction, maintenance, repair, removal and replacement of such sidewalk, pedestrian lighting and artwork, and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk, Lighting and Artwork Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk, Lighting and Artwork Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk, Lighting and Artwork Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the public sidewalk, pedestrian lighting and artwork within the Sidewalk, Lighting and Artwork Easement area in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk, Lighting and Artwork Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk, pedestrian lighting and artwork.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

**GRANTOR: MOHR CONNECTIONS LLC, a
Colorado limited liability company**

Laura A Mohr
[name, title]
owner

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 27th day of September, 2022, by Laura Mohr, as owner of Mohr Connections LLC, a Colorado limited liability company.

My commission expires: 12/28/2022

(S E A L)

[Signature]
Notary Public

**DYLAN MUSIC
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184048874
MY COMMISSION EXPIRES 12/28/2022**

GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION FILING NO. 2, RECORDED AT RECEPTION NO. 2008003495 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 79°02'44" WEST, A DISTANCE OF 200.00 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°05'25" WEST, A DISTANCE OF 101.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
2. NORTH 79°11'49" WEST, A DISTANCE OF 2.52 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET WESTERLY OF SAID EASTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°05'25" EAST, A DISTANCE OF 101.15 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°02'44" EAST, A DISTANCE OF 2.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.006 ACRES, (253 SQUARE FEET), MORE OR LESS.

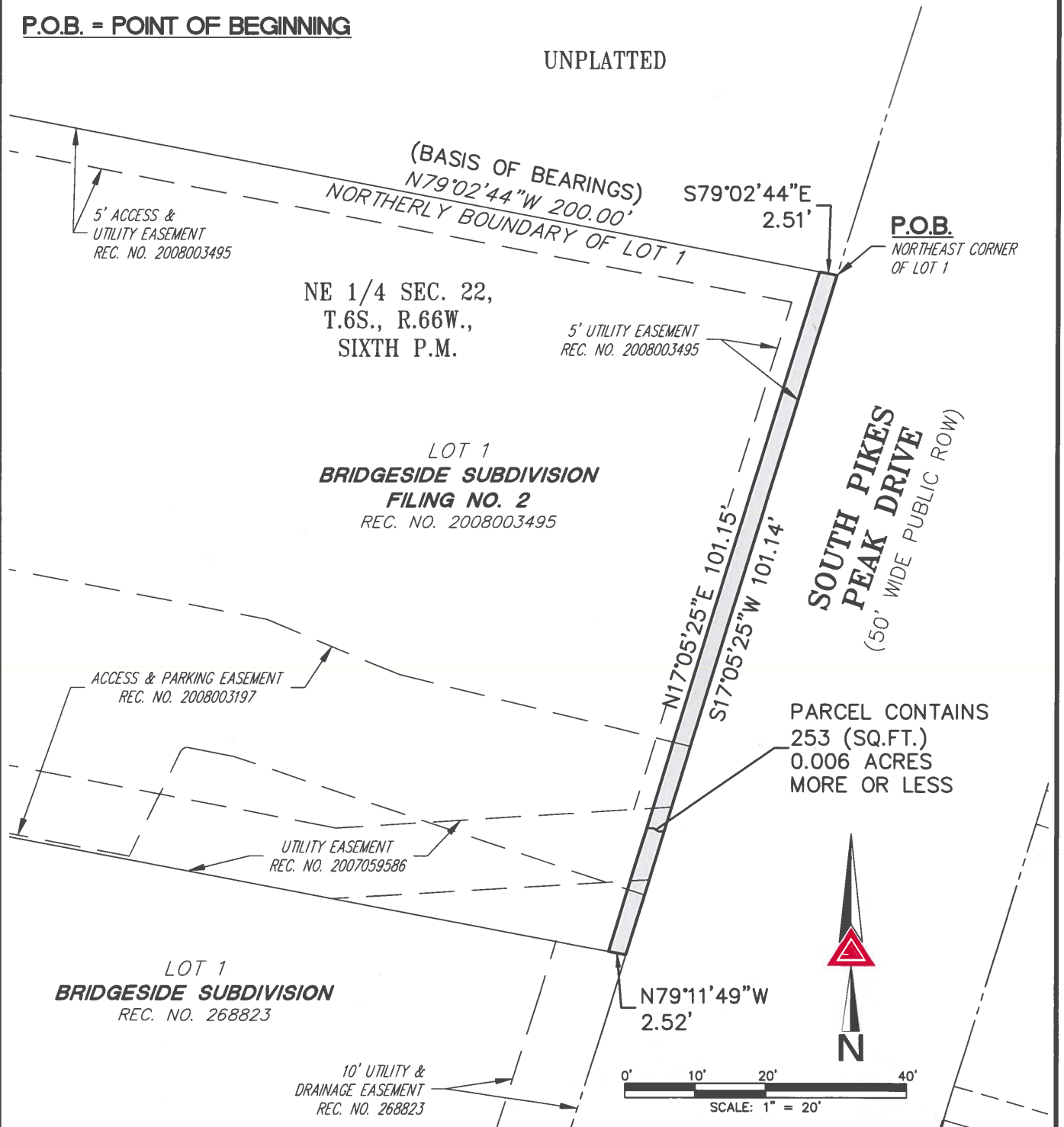
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

P.O.B. = POINT OF BEGINNING

UNPLATTED



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

PATH: Q:\12321-03\DWG\EXHIBITS\
 DWG NAME:
 DWG: BAM CHK: JRW
 DATE: 2022-02-07
 SCALE: 1" = 20'



AZTEC
 CONSULTANTS, INC.

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

2022-01-28 Lot 1, Bridgeside Sub F2 - PE

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS



Request for Town Council Action

Date: November 21, 2022

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-069**
A Resolution Accepting the Conveyance of Real Property From Rowley Downs Homeowner's Association for Open Space North of Block 26, Rowley Downs, and Open Space West of Block 1, Rowley Downs, for the Rowley Downs Trail

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

The purpose of this resolution is to accept a permanent land easement from the Rowley Downs Homeowner's Association to construct a concrete trail between Tallman Gulch Trail and Seibert Circle.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parks and Recreation Department has been working with the Rowley Downs Homeowner's Association (HOA) to construct a trail spur off of the existing Tallman Gulch Trail. Funding for this project is part of mitigation funding obtained from Xcel for the recently installed electrical transmission line. As part of this funding, the HOA requested the existing eight-foot-wide soft surface trail spur connecting an existing ten-foot-wide concrete trail to Seibert Circle be paved to match the Tallman Gulch Trail through the neighborhood. Additionally, this project improves an existing dirt single-track trail to a ten-foot wide concrete trail from Seibert Circle to Omaha Avenue. In order to construct this trail, appropriate easements and license agreements will be needed to cross Xcel, Town, and HOA property.

FINANCIAL IMPACT

Funding for this project is secured through restricted funds from mitigation funding of an Xcel power line in the Rowley Downs neighborhood.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Rowley Downs Trail Easement Vicinity Map
2. Resolution No. 22-069

RECOMMENDED MOTION

I move to approve Resolution No. 22-069, as part of the consent agenda.

Rowley Downs Trail Easements Vicinity Map



RESOLUTION NO. 22-069, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM ROWLEY DOWNS HOMEOWNER'S ASSOCIATION FOR OPEN SPACE NORTH OF BLOCK 26, ROWLEY DOWNS, AND OPEN SPACE WEST OF BLOCK 1, ROWLEY DOWNS, FOR THE ROWLEY DOWNS TRAIL

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain property interests for an easement for a bike and pedestrian trail from Rowley Downs Homeowner's Association for Open Space North of Block 26, Rowley Downs and Open Space West of Block 1, Rowley Downs, for the Rowley Downs Trail;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of an easement for a bike and pedestrian trail from Rowley Downs Homeowner's Association for Open Space North of Block 26, Rowley Downs, and Open Space West of Block 1, Rowley Downs, for the Rowley Downs Trail, as provided in the Recreational Trail Easement Agreement, which is attached hereto as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

RECREATIONAL TRAIL EASEMENT AGREEMENT

28+h

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT is made this 28th day of September, 2022, between Rowley Downs Homeowner's Association, a Colorado nonprofit corporation (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado home rule municipal corporation (hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a bike and pedestrian trail, including the construction, maintenance, repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property".

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the above-described easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the above-described easement in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Trail Easement Across the Grantor's Property for bodily injury and property damage losses attributable to the maintenance, operation and use of the bike and pedestrian trail.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

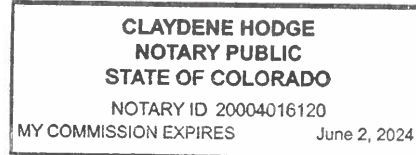
Executed and delivered the day and year first above written.

GRANTOR:

By: David G. Darnall
PRESIDENT - ROWLEY DOWNS HOA 09/28/22
Title Date

ATTEST:

Claydene Hodge
Notary, October 14, 2022
Title Date



TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A PROPERTY DESCRIPTION PERMANENT EASEMENT

A tract or parcel of land over and across that parcel of land described as Open Space north of Block 26, Rowley Downs, recorded at Reception No. 145047 in the Public Records of Douglas County, located in the Southwest Quarter of Section 23, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Southeast Quarter of the Southwest Quarter of Section 23, Township 6 South, Range 66 West of the Sixth Principal Meridian, bearing North 89°59'50" East, a distance of 1337.34 feet.

Monumented by a 1½" Brass Cap stamped "PSCO ROW" in concrete at the South–West Sixteenth Corner, and by a 1½" Brass Cap stamped "PSCO ROW" in concrete at the Center–South Sixteenth Corner of said Section 23.

Commencing at the South–West Sixteenth Corner of Section 23, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 74°22'04" East, a distance of 779.20 feet to the south line of the Public Service Company of Colorado Parcel recorded in Book 179 Page 108, Book 1098 Page 355, Book 1098 Page 364 and Book 1167 Page 2226 in the Public Records of Douglas County and the Point of Beginning;

THENCE along a curve to the right, an arc length of 4.91 feet, said curve having a radius of 315.00 feet, a delta angle of 00°53'38", a chord bearing of South 35°42'55" East, and a chord length of 4.91 feet;

THENCE along a curve to the right, an arc length of 24.57 feet, said curve having a radius of 150.00 feet, a delta angle of 09°23'11", a chord bearing of South 30°34'30" East, and a chord length of 24.55 feet;

THENCE South 25°52'55" East, a distance of 66.33 feet;

THENCE along a curve to the left, an arc length of 8.98 feet, said curve having a radius of 25.00 feet, a delta angle of 20°22'52", a chord bearing of South 36°13'27" East, and a chord length of 8.85 feet to the northwesterly right of way line of Siebert Circle;

THENCE along said northwesterly right of way, along a curve to the right and arc length of 31.06 feet, said curve having a radius of 680.00 feet, a delta angle of 02°37'02", a chord bearing of South 21°31'20" West, and a chord length of 31.06 feet;

THENCE along a curve to the right, an arc length of 31.40 feet, said curve having a radius of 55.00 feet, a delta angle of 32°42'48", a chord bearing of North 42°14'19" West, and a chord length of 30.98 feet;

THENCE North 25°52'55" West, a distance of 66.33 feet;

continued

\\Survey\1701003\Drawings\Stanley - Rowley Downs Permanent Easement Exhibit.dwg

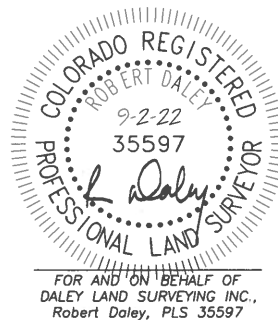
OWNER ROWLEY DOWNS HOMEOWNERS ASSOCIATION		PERMANENT EASEMENT	THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
APN. 2233-233-09-001			
CALC: AVV	DATE: 9/2/2022		
DRWN: AVV	JOB No. 1701-057		
SHEET 1 OF 3			
SW 1/4 SEC. 23, T.6S., R.66W. DOUGLAS COUNTY, COLORADO		 DALEY LAND SURVEYING, INC. 17011 LINCOLN AVE #301 PARKER, CO 80134	

EXHIBIT A **PROPERTY DESCRIPTION** **PERMANENT EASEMENT**

continued

THENCE along a curve to the left, an arc length of 19.66 feet, said curve having a radius of 120.00 feet, a delta angle of 9°23'11", a chord bearing of North 30°34'30" West, and a chord length of 19.64 feet;
 THENCE along a curve to the left, an arc length of 27.05 feet, said curve having a radius of 285.00 feet, a delta angle of 05°26'17", a chord bearing of North 37°59'14" West, a chord length of 27.04 feet to the south line of said Public Service Company of Colorado Parcel;
 THENCE North 89°59'50" East, along said south line, a distance of 38.27 feet to the Point of Beginning.

Containing 3739 Square Feet, or 0.086 Acres, more or less.



OWNER ROWLEY DOWNS HOMEOWNERS ASSOCIATION	
APN. 2233-233-09-001	
CALC: AVV	DATE: 9/2/2022
DRWN: AVV	JOB No. 1701-057
SHEET 2 OF 3	

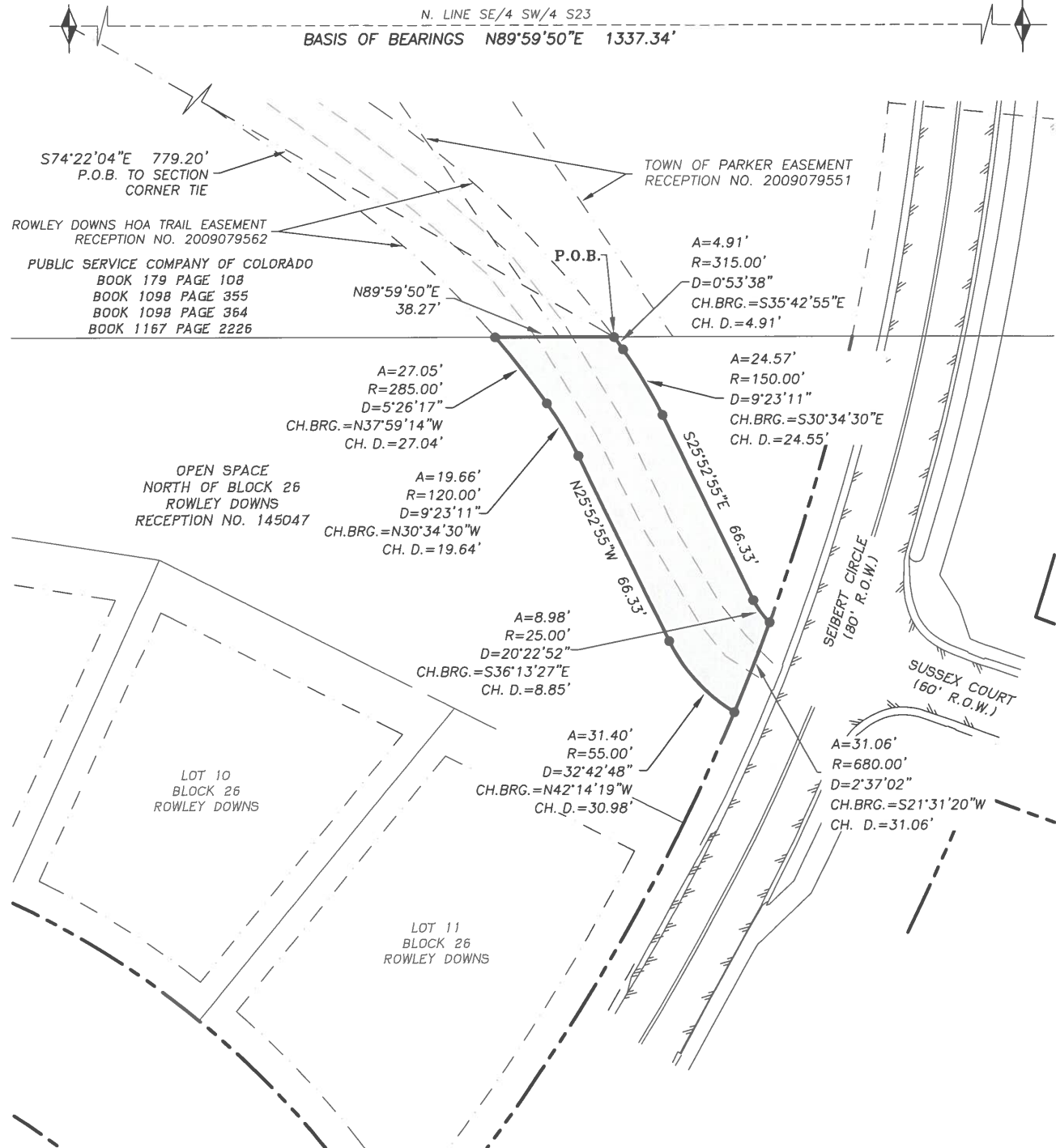
PERMANENT EASEMENT	
SW 1/4 SEC. 23, T.6S., R.66W. DOUGLAS COUNTY, COLORADO	

THIS DOES NOT REPRESENT A MONUMENTED SURVEY.	

ILLUSTRATION TO EXHIBIT A

SOUTH-WEST SIXTEENTH CORNER
SECTION 23, T.6S., R.66W.
FND 1½" BRASS TAG PSCO ROW

CENTER-SOUTH SIXTEENTH CORNER
SECTION 23, T.6S., R.66W.
FND 1½" BRASS TAG PSCO ROW

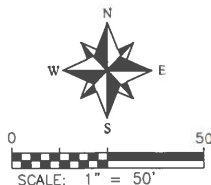


OWNER
**ROWLEY DOWNS
HOMEOWNERS ASSOCIATION**

APN. 2233-233-09-001
CALC: AVV DATE: 9/2/2022
DRWN: AVV JOB No. 1701-057
SHEET 3 OF 3

**PERMANENT
EASEMENT**

SW 1/4 SEC. 23, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



EXHIBIT A PROPERTY DESCRIPTION PERMANENT EASEMENT

A tract or parcel of land over and across that parcel of land described as Open Space west of Block 1, Rowley Downs, recorded at Reception No. 145047 in the Public Records of Douglas County, located in the Southwest Quarter of Section 23, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Southeast Quarter of the Southwest Quarter of Section 23, Township 6 South, Range 66 West of the Sixth Principal Meridian, bearing North 89°59'50" East, a distance of 1337.34 feet.

Monumented by a 1½" Brass Cap stamped "PSCO ROW" in concrete at the South–West Sixteenth Corner, and by a 1½" Brass Cap stamped "PSCO ROW" in concrete at the Center–South Sixteenth Corner of said Section 23.

Commencing at the South–West Sixteenth Corner of Section 23, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE North 75°42'12" East, a distance of 344.28 feet to the north line of the Public Service Company of Colorado Parcel recorded in Book 179 Page 108, Book 1098 Page 355, Book 1098 Page 364 and Book 1167 Page 2226 in the Public Records of Douglas County and the Point of Beginning;

THENCE North 28°09'12" West, a distance of 32.29 feet;

THENCE along a curve to the right, an arc length of 11.69 feet, said curve having a radius of 215.00 feet, a delta angle of 03°06'56", a chord bearing of North 26°35'45" West, and a chord length of 11.69 feet;

THENCE North 25°02'17" West, a distance of 73.45 feet;

THENCE along a curve to the left, an arc length of 53.29 feet, said curve having a radius of 120.00 feet, a delta angle of 25°26'34", a chord bearing of North 37°45'34" West, and a chord length of 52.85 feet;

THENCE along a curve to the right, an arc length of 25.83 feet, said curve having a radius of 235.00 feet, a delta angle of 06°17'50", a chord bearing of North 47°19'55" West, and a chord length of 25.82 feet to the west line of that parcel of land described as Open Space west of Block 1, Rowley Downs, recorded at Reception No. 145047 in the Public Records of Douglas County;

THENCE North 06°30'53" West, along said west line, a distance of 57.45 feet

THENCE along a curve to the left, an arc length of 68.39 feet, said curve having a radius of 205.00 feet, a delta angle of 19°06'50", a chord bearing of South 40°55'26" East, and a chord length of 68.07 feet;

continued

OWNER
**ROWLEY DOWNS
HOMEOWNERS ASSOCIATION**

APN. 2233-233-08-011

CALC: AVV DATE: 9/2/2022

DRWN: AVV JOB No. 1701-057

SHEET 1 OF 3

**PERMANENT
EASEMENT**

SW 1/4 SEC. 23, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



**EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT**

continued

THENCE along a curve to the right, an arc length of 66.61 feet, said curve having a radius of 150.00 feet, a delta angle of 25°26'34", a chord bearing of South 37°45'34" East, and a chord length of 66.06 feet;
THENCE South 25°02'17" East, a distance of 73.45 feet;
THENCE along a curve to the left, an arc length of 10.06 feet, said curve having a radius of 185.00 feet, a delta angle of 03°06'56", a chord bearing of South 26°35'45" East, a chord length of 10.06 feet;
THENCE South 28°09'12" East, a distance of 32.29 feet;
THENCE along a curve to the left, an arc length of 16.47 feet, said curve having a radius of 185.00 feet, a delta angle of 05°05'59", a chord bearing of South 30°42'12" East, and a chord length of 16.46 feet to said north line;
THENCE South 89°59'50" West, along said north line, a distance of 34.86 feet to the Point of Beginning.

Containing 6910 Square Feet, or 0.159 Acres, more or less.



OWNER
**ROWLEY DOWNS
HOMEOWNERS ASSOCIATION**

APN. 2233-233-08-011

CALC: AVV DATE: 9/2/2022

DRWN: AVV JOB No. 1701-057

SHEET 2 OF 3

**PERMANENT
EASEMENT**

SW 1/4 SEC. 23, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

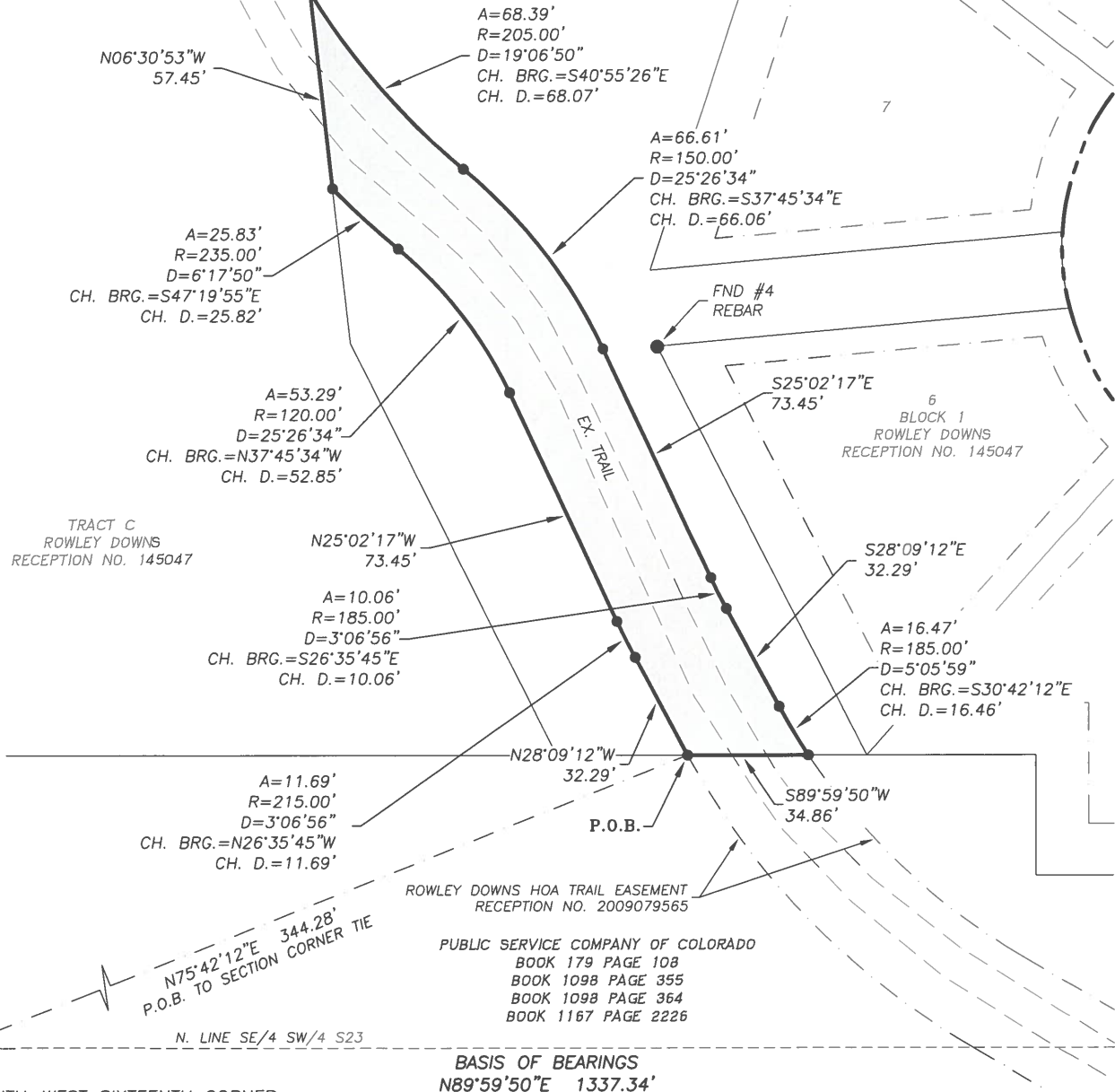
THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



ILLUSTRATION TO EXHIBIT A

HOMEOWNERS ASSOCIATION
BOOK 413 PAGE 556
PARCEL ID. 2233-233-08-001

OPEN SPACE
WEST OF BLOCK 1
ROWLEY DOWNS
RECEPTION NO. 145047



SOUTH-WEST SIXTEENTH CORNER
SECTION 23, T.6S., R.66W.
FND 1½" BRASS TAG PSCO ROW

BASIS OF BEARINGS
N89°59'50"E 1337.34'

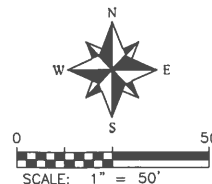
CENTER-SOUTH SIXTEENTH CORNER
SECTION 23, T.6S., R.66W.
FND 1½" BRASS TAG PSCO ROW

OWNER
**ROWLEY DOWNS
HOMEOWNERS ASSOCIATION**

APN. 2233-233-08-011
CALC: AVV DATE: 9/2/2022
DRWN: AVV JOB No. 1701-057
SHEET 3 OF 3

**PERMANENT
EASEMENT**

SW 1/4 SEC. 23, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #301
PARKER, CO 80134

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; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday, 70% report the day makes them want to encourage others to Shop Small, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the Town of Parker 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 of the Town of Parker, Colorado, do hereby proclaim November 26, 2022, 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 21st day of November 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: November 21, 2022

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: Give 5 Productions, Inc. - Escape to Margaritaville

Amount: \$120,000

Contractor: Give 5 Productions, Inc.

Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to request Council approval of a Performance Agreement with Give 5 Productions, Inc., for production services for "Escape to Margaritaville," which will be presented in June/July of 2023. Town Council previously approved Give 5 Productions as one of three companies to receive a Master Agreement awarded under SOQ-19-005. This Master Agreement dictates that production costs may not exceed \$130,000 per production. For this production, Give 5 will receive a guarantee of \$120,000, with no option for a bonus.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's annual summer musical has become a very popular event over the years, with titles such as "Grease," "The Full Monty," and "Footloose" taking over our main stage. We were thrilled to be able to include "Escape to Margaritaville," a well-known and highly engaging show in our lineup this season. Tickets for this show went on sale in August of 2022, and sales are already strong. We forecast selling at least 85% of the total seats available for the 16 public performances of this production, which would result in an estimated gross ticket revenue of over \$220,000.

FINANCIAL IMPACT

Total production expenses and revenue for this theatrical production are in line with past years, and have been accounted for in the 2023 Cultural budget.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 21, 2022

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **POPE PROPERTY ANNEXATION**
Applicant: David Brehm, Plan West
Location: Southwest corner of Twenty Mile Road and Dransfeldt Road
Department: Community Development, Stacey Nerger
TRAKiT ANX22-009
No.:

EXECUTIVE SUMMARY

The applicant, Denver Pope Family Limited Partnership, proposes to annex and zone a largely undeveloped parcel located at the intersection of Dransfeldt Road and Twenty Mile Road in unincorporated Douglas County into the Town of Parker. The property is known as the Pope property (also Flat Acre Farm) and it is used for seasonal agri-tainment and commercial recreation uses. The parcel is traversed by Cherry Creek, has substantial areas of 100-year floodplain and, as a result, has major constraints to future development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Prior Action

On October 3, 2022, the Town Council approved Resolution No. 22-048 which determined that the Annexation Petition substantially complies with the Colorado Municipal Annexation Act of 1965 and which set the public hearing date of November 21, 2022, to determine eligibility for annexation into the Town.

Summary

The subject land, known as the Pope property, is an enclave parcel located in unincorporated Douglas County. The property is approximately 38.6 acres in total area and is currently used as Flat Acres Farm, an agri-tainment and commercial recreation business. The property is bordered to the north by commercial uses at the Parker Valley Center (Target), to the south by Cherry Creek open space and future Salisbury Park North, to the east by commercial uses at FlatAcres Marketplace (Kohls) and to the west by Cherry Creek open space. The property and adjacent

areas in the Cherry Creek open space contain 100-year floodplain and habitat for the Preble's Meadow Jumping Mouse, a protected species under the Endangered Species Act.

The Town has identified the property as a candidate for future annexation within the municipal Planning Area (urban growth boundary) through the annual Three-Mile Area Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act. The Town is required to process the Annexation Petition subject to the Act and the standards of review contained in the Municipal Code and Town Charter. The Town Council has the final decision-making authority for the submitted Annexation Petition because annexation is a legislative act.

If Town Council approves Resolution No. 22-061, it will determine that the Pope property is eligible for annexation into the Town as provided by the Act. In addition, the Town Charter requires that all properties annexed by the Town also be zoned at the same time. The property owner has submitted a Zoning Application that is being processed concurrently with the Annexation Petition. If Town Council approves Resolution No. 22-061, the annexation ordinance and zoning ordinance will be scheduled for Town Council consideration at the February 6, 2023 public hearing.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 22-061

RECOMMENDED MOTION

I move to approve Resolution No. 22-061 and set the public hearing for the annexation ordinance on February 6, 2023.

Annexation and Zoning



RESOLUTION NO. 22-061, Series of 2022

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE POPE 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 Pope 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 _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

Legal Description

FLATACRES MARKETCENTER #2 ANNEXATION AND ZONING

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°07'48"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 1111.96 FEET; THENCE N89°48'03"E A DISTANCE OF 1090.40 FEET TO A POINT THE SOUTH RIGHT-OF-WAY OF 20 MILE ROAD AS DESCRIBED IN BOOK 1668, PAGE 50 AND BOOK 1653, PAGE 1126 AT THE OFFICE THE CLERK AND RECORDER OF DOUGLAS COUNTY; THENCE S77°23'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 466.68 FEET TO THE NORTHWEST CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED OCTOBER 25, 2002 AT RECEPTION NO. 2002112467; THENCE ALONG SAID TRACT B THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES; 1.) S12°36'10"W A DISTANCE OF 141.39 FEET; 2.) THENCE S77°23'50"E A DISTANCE OF 103.64 FEET; 3.) THENCE S12°35'53"W A DISTANCE OF 190.51 FEET; 4.) THENCE S77°24'07"E A DISTANCE OF 59.58 FEET; 5.) THENCE S00°00'17"E A DISTANCE OF 554.32 FEET; 6.) THENCE N89°59'01"W A DISTANCE OF 188.02 FEET; 7.) THENCE N69°54'00"W A DISTANCE OF 116.48 FEET; 8.) THENCE N89°59'51"W A DISTANCE OF 444.37 FEET; 9.) THENCE N48°54'15"W A DISTANCE OF 163.19 FEET; 10.) THENCE S41°05'45"W A DISTANCE OF 112.51 FEET; 11.) THENCE S48°54'15"E A DISTANCE OF 30.00 FEET; 12.) THENCE N41°05'45"E A DISTANCE OF 82.51 FEET; 13.) THENCE S48°54'15"E A DISTANCE OF 250.94 FEET; 14.) THENCE S89°59'51"E A DISTANCE OF 385.67 FEET; 15.) THENCE S00°53'59"E A DISTANCE OF 40.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE S89°59'43"W ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1343.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.602 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, WHICH BEARS N00°13'15"W AND BEING MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # ILLEGIBLE IN RANGE BOX AT THE CENTER QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 9133 AT THE SOUTH QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE PLS
FOR AND ON BEHALF OF:
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215



Request for Town Council Action

Date: November 21, 2022

Submitted By: Randy Sale, Assistant Director - Building
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.110.1 – Second Reading**
A Bill for an Ordinance to Amend Chapter 11.19 of the Parker Municipal Code Concerning Contractor Registration
Department: Community Development, Dale Schmidt
Community Development, Randy Sale

EXECUTIVE SUMMARY

Parker has required most types of contractors to be registered with the Building Division of the Community Development Department to perform construction work in the Town. Ordinance No. 4.110.1, if approved, will expand the Town's Contractor Registration program to include additional types of contractors to be registered by the Building Division when doing construction work in the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council created the Contractor Registration program in 2014. The purpose of this requirement is to ensure that contractors are accountable for their work and to establish a minimum level of protection for the residents, property owners and businesses that hire them. When building permits are necessary, this provision ensures that contractors have at least the minimum insurance that is required and creates a record of the contractor performing construction work for their clients in Town.

Since 2014, the Building Division has taken on additional responsibilities such as administration of the Fire Code. As a result, Building staff identified the need to extend the Contractor Registration program to other types of contractors to ensure their accountability and provide certain protection(s) as referenced above. Staff proposes to add three (3) categories of contractors to the Contractor Registration program: (1) fire contractors; (2) low-voltage contractors; and (3) conveyance contractors. The registration requirements for the new categories include insurance coverage similar to the current requirements for contractors subject to the program. The fire and conveyance contractors will not be charged a registration fee because they are required to be licensed through the State of Colorado, which collects license fees annually for their companies.

The Building Division staff considers the Contractor Registration program to be a success in providing a baseline level of accountability for contractor work and protection to clients (residents and businesses). As a result, staff recommends extending the program to other types of contractors that now require building permits from the Town.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 4.110.1

RECOMMENDED MOTION

I move to approve Ordinance No. 4.110.1 on second reading.

ORDINANCE NO. 4.110.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 11.19 OF THE PARKER MUNICIPAL CODE CONCERNING CONTRACTOR REGISTRATION

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

Section 1. Chapter 11.19, Contractor Registration, of the Parker Municipal Code is amended to read as follows:

Chapter 11.19

Contractor Registration

11.19.010 General.

* * *

(b) Exceptions.

(1) A homeowner is not required to register and is exempt from this Chapter.

(2) Construction trades other than mechanical, electrical, fire, low-voltage, conveyance, and plumbing performing work under a registered general contractor are not required to be registered.

* * *

11.19.030 Class of registration.

It shall be unlawful to perform work which is not authorized under the scope or limits of work for which such contractor registration was issued. Registration classifications are as follows:

(1) Building contractor – CLASS “A.” This registration shall entitle the holder to contract for the construction, alteration, tenant finish, or repair of any type or size of structure permitted by the International Building Code (IBC) or International Residential Code (IRC).

(2) Building contractor – CLASS “B.” This registration shall entitle the holder to contract for the construction, alteration, or repair of multi-family/townhouses with three or more units per structure as permitted by the IBC or IRC.

(3) Building contractor – CLASS “C.” This registration shall entitle the holder to contract for the construction, alteration, or repair of single-family homes and duplexes as permitted by the IBC or IRC.

(4) Building contractor – CLASS “D.” This registration shall entitle the holder to contract for the construction, alteration and repair of, but not limited to, garages, barns, basement finishes, alterations, decks, remodels, and low voltage wiring as permitted by the IBC or IRC.

(5) Conveyance contractor. This registration shall entitle the holder to contract for the construction, alteration, or repair of any conveyance system, including, but not limited to, Commercial New or Residential New installations, as well as any Minor or Major Alterations. Must meet the most current adopted codes in the Town, as well as the most current codes adopted by the State of Colorado.

~~(56)~~ Electrical contractor. Any person, firm, co-partnership, corporation, association, or combination thereof that undertakes or offers to undertake for another the planning, layout, supervision, installation or repair of wiring apparatus and equipment for electrical light, heat, and power is considered an electrical contractor. Pursuant to Section 12-23-105, C.R.S., electrical contractors are licensed by the State of Colorado and are only required to register with the Town of Parker. Electrical contractors are exempt from the fee requirements of this Section.

(7) Fire contractor (alarm or suppression). This registration shall entitle the holder to contract for the construction, alteration, tenant finish, or repair of any fire related system, including, but not limited to, suppression, alarms, or other special requirements permitted by the International Fire Code (IFC), Building Code (IBC) or International Residential Code (IRC).

(8) Low voltage contractor. This registration shall entitle the holder to contract for the construction, alteration, tenant finish, or repair of any low voltage related system, including but not limited to, fire alarms, data, fiber optics, cabling or security requirements permitted by the National Electrical Code, International Fire Code (IFC), Building Code (IBC) or International Residential Code (IRC).

~~(69)~~ Mechanical contractor—~~CLASS “MA.”~~ This registration shall entitle the holder to perform work on heating, ventilation, air conditioning, and refrigerating systems.

~~(710)~~ Plumbing contractor. Any person, firm, co-partnership, corporation, association, or combination thereof that undertakes or offers to undertake for another the planning, layout, supervision, installation, modification or repair of plumbing systems is considered a plumbing contractor. Pursuant to Section 12-58-105, C.R.S., plumbing contractors are licensed by the State of Colorado and as such are only required to register with Town of Parker. Plumbing contractors are exempt from the fee requirements of this Section.

~~(811)~~ Roofing contractor. This registration shall entitle the holder to contract for the replacement and repairs of existing roofs as permitted by the IBC or IRC.

11.19.040 Contractor registration fee schedule

Contractor's registration fees shall be as follows:

Contractor Class	Fee Amount
Class "A" contractor	\$200.00
Class "B" contractor	\$150.00
Class "C" contractor	\$100.00
Class "D" contractor	\$75.00
<u>Low voltage contractor</u>	<u>\$75.00</u>
Mechanical contractor	\$75.00
Roofing contractor	\$75.00
<u>Conveyance contractor</u>	<u>Exempt</u>
Electric contractor	Exempt
<u>Fire contractor</u>	<u>Exempt</u>
Plumbing contractor	Exempt

* * *

11.19.070 Insurance requirements.

(a) Prior to registration, the contractor shall file with the Building Official a Certificate of Liability Insurance and Workers' Compensation Insurance (unless contractor qualifies for an exemption under workers' compensation laws). The insurance certificate must be signed by an agent of an insurance company stating that the policy or policies required by this Section have been issued to the contractor. The policy or policies shall state the name of the company, effective date of such policy or policies and the expiration date of the policy or policies. Each insurance policy shall contain an endorsement to the effect that the insurance carrier shall notify the Building Department of the effective date of a reduction or cancellation of the policy. The cancellation or reduction of insurance below the required amount of coverage shall be cause for automatic suspension of the contractor's registration until coverage is reinstated. All policies shall be kept in effect for the period of the registration.

(b) Single occurrence liability insurance shall have the following minimum coverage amounts:

<i>Contractor Class</i>	<i>Coverage Amount</i>
Class "A" contractor	\$1,000,000.00
Class "B" contractor	\$1,000,000.00
Class "C" contractor	\$1,000,000.00

Class "D" contractor	\$1,000,000.00
<u>Conveyance contractor</u>	<u>\$1,000,000.00</u>
Electrical contractor	\$1,000,000.00
Class "MA" <u>Fire</u> contractor	\$1,000,000.00
<u>Low voltage contractor</u>	<u>\$1,000,000.00</u>
<u>Mechanical contractor</u>	<u>\$1,000,000.00</u>
Plumbing contractor	\$1,000,000.00
Roofing contractor	\$1,000,000.00

* * *

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: November 21, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.571 - Second Reading**
A Bill for an Ordinance to Vacate Slope Easements on Tract A-1, Parker Town Center First Amendment Exemption and Tract B, Parker Town Center, as Described in the Final Rule and Order Recorded at Reception No. 2005076961, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This ordinance proposes to vacate two slope easements that were acquired to facilitate the construction of Pine Drive south of Mainstreet. The vacations have been requested by the property owner to accommodate development in these areas.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2005, the Town acquired right-of-way and slope easements that were necessary for the construction of Pine Drive south of Mainstreet. This included slope easements on two vacant properties along the west side of the roadway. The owner of the properties is requesting that the slope easements be vacated by the Town in order to locate buildings within these areas.

The purpose of the slope easements is to ensure the stability of the roadway backslopes located on these properties. Since the site grading associated with the proposed developments will add fill to the areas along the roadway, removing the roadway backslopes and ensuring the stability of Pine Drive, there is no need to retain the slope easements.

The slope easements were acquired by the Town as part of an agreement in which the Town received right-of-way, easements, and other property in exchange for removal of the property's obligation for reimbursement for a portion of the cost to construct Pine Drive. Thus, with no direct payment associated with the acquisition of these slope easements, no reimbursement is proposed to be required for this vacation.

FINANCIAL IMPACT

With these easements acquired as part of a larger agreement, no direct payment was provided for these slope easements and no reimbursement is proposed to be required for this vacation.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.571

RECOMMENDED MOTION

I move to approve Ordinance No. 1.571 on second reading.



Slope Easement Vacation
Vicinity Map



ORDINANCE NO. 1.571, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO VACATE SLOPE EASEMENTS ON TRACT A-1, PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION, AND TRACT B, PARKER TOWN CENTER, AS DESCRIBED IN THE FINAL RULE AND ORDER RECORDED AT RECEPTION NO. 2005076961, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town was granted slope easements, pursuant to a Final Rule and Order, by the Douglas County District Court, and recorded at Reception No. 2005076961 of the Douglas County Clerk and Recorder's Office (the "Slope Easements");

WHEREAS, a request has been made to vacate the Slope Easements that are located on the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Vacation Request");

WHEREAS, the Slope Easements are no longer necessary;

WHEREAS, the Vacation Request was heard by the Town Council; and

WHEREAS, the Town Council desires to approve the Vacation Request.

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

Section 1. The Town Council of the Town of Parker hereby vacates the Slope Easements described in Exhibit A and deems the Slope Easements to be null, void and of no further force and effect.

Section 2. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

Section 3. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Carter-Burgess

070908.303.1.0002

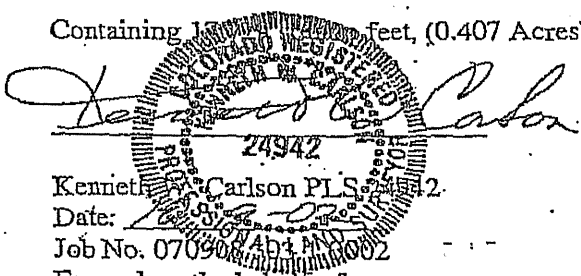
October 7, 2002

Property Description
Slope Parcel No. 1A

A portion of a parcel of land described in Book 1850 at Page 1974, Reception Number 00037032, recorded at the Douglas County Clerk and Recorder's Office, lying in the Southeast Quarter of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, Town of Parker, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (2 3/4" aluminum cap stamped "1/4 S22|S23 - LS13155-1993");
WHENCE the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (3 1/4" aluminum cap stamped "E 1/16 C-C S22 - PLS24667-1998") bears S89°09'35"W a distance of 1331.92 feet (Basis of Bearing - assumed);
THENCE N48°09'00"W a distance of 1027.54 feet to the POINT OF BEGINNING;
THENCE S25°24'04"W a distance of 83.74 feet;
THENCE N85°59'23"W a distance of 69.23 feet;
THENCE N14°11'33"E a distance of 54.32 feet;
THENCE N72°55'00"E a distance of 36.34 feet;
THENCE N12°52'57"E a distance of 88.86 feet;
THENCE N00°25'13"W a distance of 189.51 feet;
THENCE N41°04'22"E a distance of 38.91 feet;
THENCE N00°25'44"W a distance of 20.62 feet;
THENCE S35°48'08"E a distance of 24.56 feet;
THENCE S00°25'13"E tangent with the following described curve a distance of 232.93 feet;
THENCE along the arc of a curve to the right, having a central angle of 6°02'54", a radius of 624.00 feet, a chord bearing S02°36'14"W a distance of 65.84 feet, and an arc distance of 65.87 feet to the POINT OF BEGINNING.

Containing 13,407.00 square feet, (0.407 Acres), more or less.


Kenneth A. Carlson PLS. 24942

Date: 10/8/02

Job No. 070908.303.1.0002

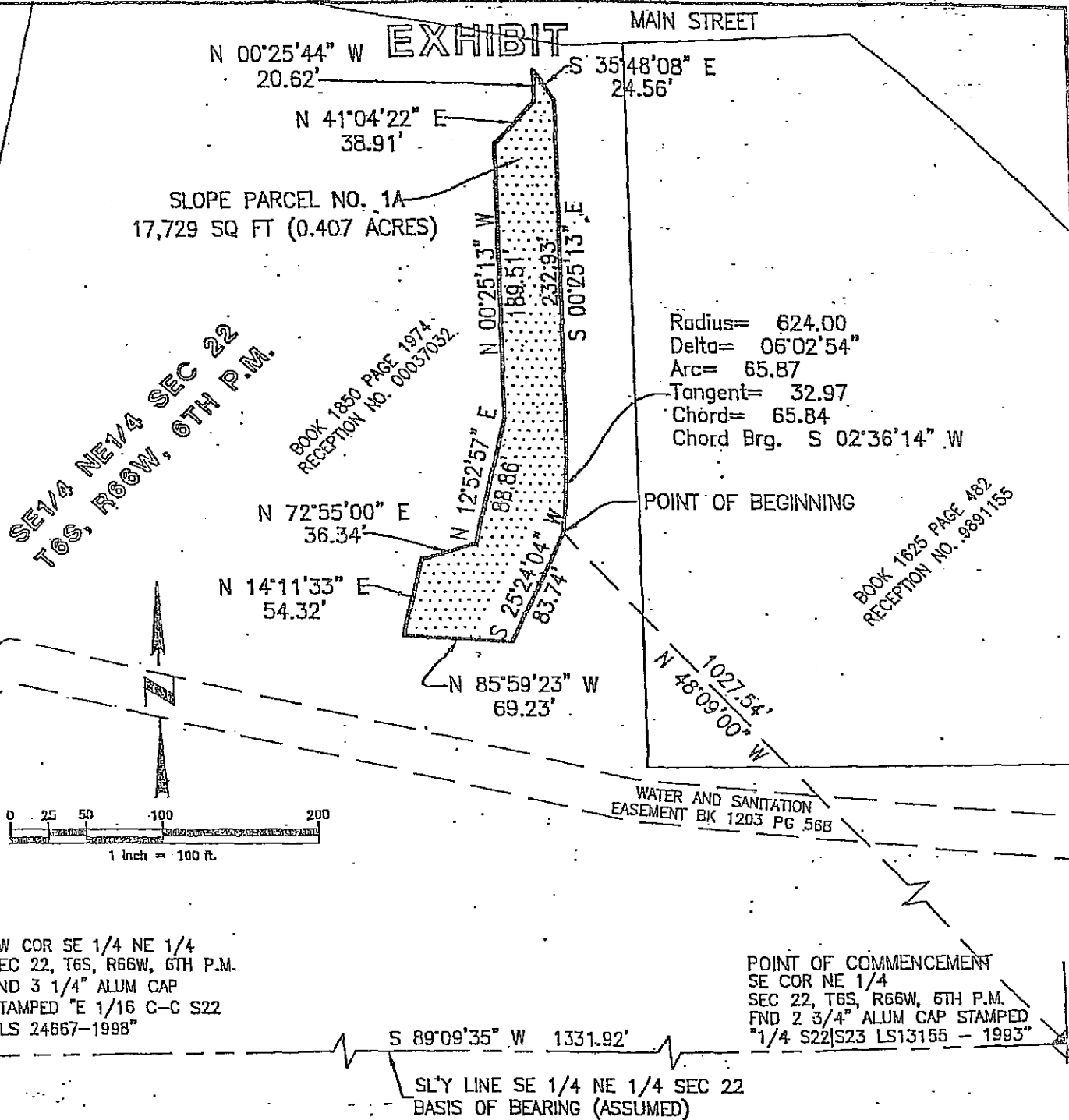
For and on the behalf of

Carter & Burgess, Inc.

216 16th Street, Suite 1700

Denver CO 80202

Phone: (303) 820-5240 Fax: (303) 820-2402



CARTER & BURGESS PROJECT NO.		070908	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jad	DATE	10-7-02
SCALE		1" = 100'	
Carter & Burgess			
216 18th Street Mall, Suite 1700, Denver CO 80202 (303) 520-8248 Fax (303) 520-1042			
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.			

PINE DRIVE EXTENSION MAIN STREET & PINE, DOUGLAS COUNTY, TOWN OF PARKER, COLORADO		
TITLE EXHIBIT SLOPE PARCEL #1A		
REVISION: 0	DRAWING NO. SLOPE-ESMT1A	SHEET NO. 1 OF 1

Carter-Burgess

070908.303.1.0002

October 7, 2002

Property Description

Slope Parcel No. 1B

A portion of a parcel of land described in Book 1850 at Page 1974, Reception Number 00037032, recorded at the Douglas County Clerk and Recorder's Office, lying in the Southeast Quarter of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, Town of Parker, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (2 3/4" aluminum cap stamped "1/4 S22|S23 - LS13155-1993");
WHENCE the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (3 1/4" aluminum cap stamped "E. 1/16 C-C S22 - PLS24667-1998") bears S89°09'35"W a distance of 1331.92 feet (Basis of Bearing - assumed);
THENCE S89°09'35"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 22 a distance of 924.71 feet to the POINT OF BEGINNING;
THENCE continuing S89°09'35"W along said southerly line a distance of 19.04 feet;
THENCE N12°31'44"E a distance of 194.23 feet;
THENCE N04°31'49"E a distance of 73.42 feet;
THENCE N02°12'26"E a distance of 152.10 feet;
THENCE N44°12'07"E a distance of 27.62 feet;
THENCE S23°05'29"E a distance of 45.98 feet;
THENCE S78°32'40"E a distance of 22.56 feet;
THENCE S14°05'46"W tangent with the following described curve a distance of 332.93 feet;
THENCE along the arc of a curve to the left, having a central angle of 5°19'22", a radius of 710.00 feet, a chord bearing S11°26'05"W a distance of 65.93 feet, and an arc distance of 65.96 feet to the POINT OF BEGINNING.

Containing 12.71 acres, (0.292 Acres), more or less.

Kenneth W. Carlson PLS 24942

Date: 10-7-02

Job No. 070908.303.1.0002

For and on the behalf of

Carter & Burgess, Inc.

216 16th Street, Suite 1700

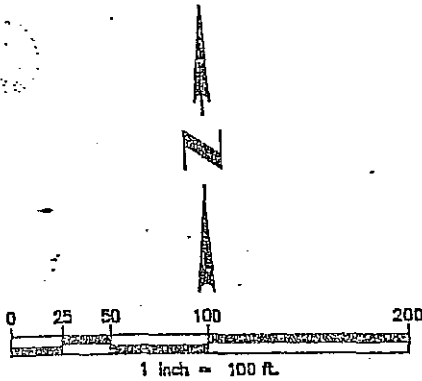
Denver CO 80202

Phone: (303) 820-5240 Fax: (303) 820-2402

EXHIBIT

BOOK 1625 PAGE 482

WATER AND SANITATION
EASEMENT BY 1203 PG 588



SE 1/4 NE 1/4 SEC 22
T6S, R66W, 6TH P.M.

N 44°12'07" E 27.62'
S 23°05'29" E 45.98'
S 78°32'40" E 22.56'
SLOPE PARCEL NO. 1B
12,734 SQ FT (0.292 ACRES)

BOOK 1850 PAGE 1974
RECEPTION NO. 00037032

Radius= 710.00
Delta= 05°19'22"
Arc= 65.96
Tangent= 33.00
Chord= 65.93
Chord Brg. S 11°26'05" W

SW COR SE 1/4 NE 1/4
SEC. 22, T6S, R66W, 6TH P.M.
FND 3 1/4" ALUM CAP
STAMPED "E 1/16 C-C S22
PLS 24667-1998"

S 89°09'35" W
1331.92'

SL'Y LINE SE 1/4 NE 1/4 SEC 22
BASIS OF BEARING (ASSUMED)

N 12°31'44" E 194.23'
N 04°31'49" E N 02°12'26" E
S 14°05'46" W 332.93'
S 89°09'35" W 19.04'

POINT OF BEGINNING

S 89°09'35" W 924.71'

POINT OF COMMENCEMENT
SE COR NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 2 3/4" ALUM CAP STAMPED
"1/4 S22[S23 LS13155 - 1993"

CARTER & BURGESS PROJECT NO.		070908	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	Jad	DATE	10-7-02
SCALE		1" = 100'	

Carter & Burgess

216 16th Street Mall, Suite 1700, Denver CO 80202
(303) 830-8240 Fax (303) 830-1842

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.

PINE DRIVE EXTENSION
MAIN STREET & PINE, DOUGLAS
COUNTY, TOWN OF PARKER, COLORADO

TITLE

EXHIBIT
SLOPE PARCEL #1B

REVISION:	DRAWING NO.	SHEET NO.
0	SLOPE-ESMT1B	1 OF 1

Carter-Burgess

070908.303.1.0002

October 7, 2002

Property Description
Slope Parcel No. 1C

A portion of a parcel of land described in Book 1850 at Page 1974, Reception Number 00037032, recorded in the Douglas County Clerk and Records Office, lying in the Southeast Quarter of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, Town of Parker, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (2 3/4" aluminum cap stamped "1/4 S22|S23 - LS13155-1993");
WHENCE the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (3 1/4" aluminum cap stamped "E 1/16 C-C S22 - PLS24667-1998") bears S89°09'35"W a distance of 1331.92 feet (Basis of Bearing - assumed);
THENCE S89°09'35"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 22 a distance of 821.27 feet to the POINT OF BEGINNING;
THENCE continuing S89°09'35"W along said southerly line, and non-tangent with the following described curve a distance of 19.09 feet;
THENCE along the arc of a curve to the right, having a central angle of 4°02'07", a radius of 627.00 feet, a chord bearing of N12°04'42"E a distance of 44.15 feet, and an arc distance of 44.16 feet;
THENCE N14°05'46"E tangent with the last described curve a distance of 137.18 feet;
THENCE N35°48'58"E a distance of 54.04 feet;
THENCE S14°05'46"W a distance of 226.59 feet to the POINT OF BEGINNING.

Containing 4.89 Acres (0.093 Acres), more or less.

Kenneth E. Carlson

Date: 10-09-02

Job No. 070908.303.1.0002

For and on the behalf of

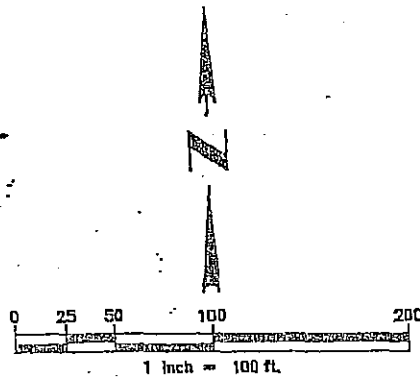
Carter & Burgess, Inc.

216 16th Street, Suite 1700

Denver CO 80202

Phone: (303) 820-5240 Fax: (303) 820-2402

EXHIBIT



BOOK 1625 PAGE 482

WATER AND SANITATION
EASEMENT BK 1203 PG 588

SE 1/4 NE 1/4 SEC 22
T6S, R66W, 6TH P.M.

BOOK 1850 PAGE 1974
RECEPTION NO. 00037032

N 35°48'58" E
54.04'

SLOPE PARCEL NO. 1C
4,060 SQ FT (0.093 ACRES)

Radius= 627.00
Delta= 04°02'07"
Arc= 44.16
Tangent= 22.09
Chord= 44.15
Chord Brg. N 12°04'42" E

N 14°05'46" E
137.18'
S 14°05'46" W
226.59'
S 89°09'35" W
19.09'

SW COR SE 1/4 NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 3 1/4" ALUM CAP
STAMPED "E 1/16 C-C S22"
PLS 24667-1998"

S 89°09'35" W
1331.92'

SL'Y LINE SE 1/4 NE 1/4 SEC 22
BASIS OF BEARING (ASSUMED)

POINT OF BEGINNING

S 89°09'35" W 821.27'

POINT OF COMMENCEMENT
SE COR NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 2 3/4" ALUM CAP STAMPED
"1/4 S22 S23 LS13155.- 1993"

CARTER & BURGESS PROJECT NO.	070908
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN	job DATE 10-7-02 SCALE 1" = 100'

Carter & Burgess

216 16th Street Mall, Suite 1700, Denver CO 80202
(303) 839-8240 Fax (303) 820-4612

ALL MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY HOUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.

PINE DRIVE EXTENSION
MAIN STREET & PINE, DOUGLAS
COUNTY, TOWN OF PARKER, COLORADO

TITLE

EXHIBIT
SLOPE PARCEL #1C

REVISION:

0

DRAWING NO.

SLOPE-ESMT1C

SHEET NO.

1 OF 1



Request for Town Council Action

Date: November 21, 2022

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.335.1 - Second Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD), formerly the Urban Drainage and Flood Control District, have identified the Cottonwood Meadows Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. To this end, the Town and MHFD have executed an intergovernmental agreement (IGA) for the design and construction of flood control improvements on Cottonwood Meadows Tributary. This ordinance proposes an amendment to this IGA which will bring in additional funds from the MHFD to complete funding for the construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainage projects within the Town. This reach was originally constructed in the early 1980s and has been identified as an area of concern for stormwater quality and flood conveyance due to updates in design standards and regulations since its original construction. Due to the older design strategy, this reach has experienced aggradation or sediment accumulation over time, causing a reduction in flood conveyance and decrease in the water quality of Cherry Creek. Additionally, this drainageway is considered a Waters of the United States and, as such, any dredging or sediment removal for maintenance requires federal permitting, which is difficult to obtain with the channel's current configuration. This project is anticipated to propose the installation of channel improvements such as outfall forebays, a natural low-flow channel, increased flood conveyance, and a formalized connection to Cherry Creek. Construction of this project in conjunction with the MHFD will also enter the reach into their Maintenance Eligibility Program (MEP), which allows the Town to leverage funds from the MHFD for both routine maintenance and more intensive maintenance activities. This IGA

amendment will bring in additional funds from the MHFD to complete funding for the construction of the project.

FINANCIAL IMPACT

This IGA amendment commits no new funds from the Town, but allows for additional funds from the MHFD to be contributed to the project.

2021 Design and partial construction funding:

Town of Parker \$600,000

MHFD \$170,000

2022 Construction funding:

Town of Parker \$0

MHFD \$255,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map - Cottonwood Meadows Tributary
2. Ordinance No. 9.335.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.335.1 on second reading.

Cottonwood Meadows Tributary

**PROJECT
LOCATION**



0 280 560 Feet

Stormwater

- | | | |
|---------------------|------------------------------|----------------------------|
| Inlet | Storm Pipe | Drop or Check |
| Inlet - by Others | Storm Pipe - by Others | Drop or Check - by Others |
| Outfall | Culvert | Streams |
| Outfall - by Others | Culvert - by Others | Pond |
| Manhole | Channel or Swale | Pond - by Others |
| Manhole - by Others | Channel or Swale - by Others | Retention Pond |
| | | Retention Pond - by Others |

Other Features

- | |
|----------------------------|
| Floodway |
| 100 Year Floodplain |
| Riparian Conservation Zone |
| Maintenance Regions |
| Town Boundary |

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.335.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COTTONWOOD MEADOWS TRIBUTARY (AGREEMENT NO. 21-05.15A PROJECT NO. 108520) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COTTONWOOD MEADOWS TRIBUTARY TOWN OF PARKER

Agreement No. 21-05.15A
Project No. 108520

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary" (Agreement No. 21-05.15) dated August 11, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to now desire to proceed with design and construction of drainage and flood control improvements for Cottonwood Meadows Tributary (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$255,000; and

WHEREAS, DISTRICT'S Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 14, Series of 2022); and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 - 1. Final design services;
 - 2. Construction of improvements;
 - 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,025,000 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>		<u>ORIGINAL</u>
1. Final Design	\$	350,000	\$ 350,000
2. Construction *	\$	675,000	\$ 420,000
3. Contingency	\$	-0-	\$ -0-
Grand Total	\$	1,025,000	\$ 770,000

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	41.46%	\$170,000	\$255,000	\$425,000
TOWN	58.54%	\$600,000	\$ -0-	\$600,000
TOTAL	100.00%	\$770,000	\$255,000	\$1,025,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY'S full share (TOWN - \$600,000; DISTRICT - \$425,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN

request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

Date_____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office



Request for Town Council Action

Date: November 21, 2022

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.338.1 - Second Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD), formerly the Urban Drainage and Flood Control District, have identified the Upper Jordan Road Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. To this end, the Town and MHFD have executed an intergovernmental agreement (IGA) for the design and construction of flood control improvements on Upper Jordan Road Tributary. This ordinance proposes an amendment to this IGA which will bring in additional funds for the construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and MHFD have partnered previously to design and construct several major drainageway projects within the Town. This reach is located within the Bradbury Ranch development and has been identified as an area of concern for flood conveyance and long-term maintenance. The reach contains two in-line stormwater ponds and has experienced aggradation or sediment accumulation over time, as well as an immense growth of cattails causing a reduction in flood conveyance. Additionally, the elevation and design of the contributing storm outfalls are not conducive to long-term maintenance. This project is anticipated to propose the installation of channel improvements such as outfall forebays, channel widening for increased flood conveyance, selective relocation and dredging of cattail areas, and retrofitting of existing concrete storm structures. This IGA amendment will fund the construction of the project.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2022 budget approved by Town Council. Additional funds remaining

from a 2007 joint project between the Town and MHFD were contributed to this project as a special fund transfer. This IGA amendment for the 2022 contributions will fund the remaining construction costs for the project.

2021 Design and Partial Construction Funding:

Town of Parker	\$300,000.00
MHFD	\$300,000.00
Special Fund Transfer	\$46,350.16

2022 Construction Funding:

Town of Parker	\$600,000.00
MHFD	\$130,000.00

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

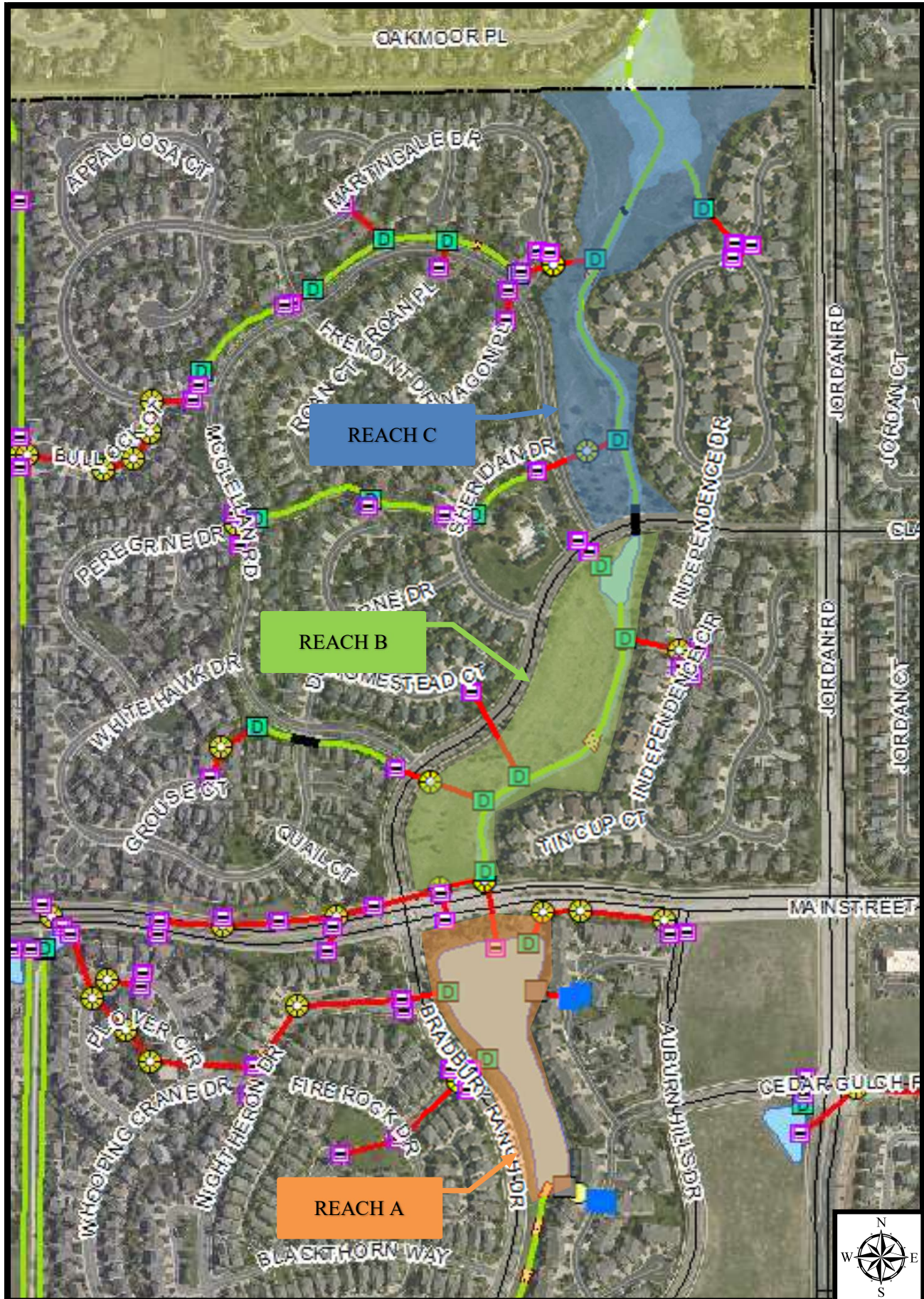
1. Vicinity Map - Jordan Tributary at Bradbury
2. Ordinance No. 9.338.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.338.1 on second reading.

REACH MAP

JORDAN TRIBUTARY AT BRADBURY RANCH



ORDINANCE NO. 9.338.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR UPPER JORDAN ROAD AT BRADBURY RANCH (AGREEMENT NO. 21-05.17A, PROJECT NO. 108522) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
UPPER JORDAN ROAD TRIBUTARY AT BRADBURY RANCH
TOWN OF PARKER

Agreement No. 21-05.17A
Project No. 108522

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch" (Agreement No. 21-05.17) dated August 25, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Upper Jordan Road Tributary at Bradbury Ranch, Town of Parker (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$730,000; and

WHEREAS, DISTRICT'S Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 20, Series of 2022); and

WHEREAS, the TOWN Commissioners of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,376,350.16 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>		<u>ORIGINAL</u>
1. Final Design	\$	376,350.16	\$ 246,350.16
2. Construction *	\$	1,000,000.00	\$ 400,000.00
3. Contingency	\$	-0-	\$ -0-
Grand Total	\$	1,376,350.16	\$ 646,350.16

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. At the request of TOWN, the following TOWN funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Cherry Creek at Mainstreet Agreement No. 07-01.19 Amount:
\$46,350.16

D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	31.24%	\$300,000.00	\$130,000.00	\$430,000.00
TOWN	68.76%	\$300,000.00	\$600,000.00	\$900,000.00
Special Fund Transfer		\$46,350.16	-0-	\$46,350.16
TOTAL	100.00%	\$646,350.16	\$730,000.00	\$1,376,350.16

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY'S full share (TOWN - \$946,350.16; DISTRICT - \$430,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by

DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

Date _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office



Request for Town Council Action

Date: November 21, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.572 - 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 Pikes Peak Drive, 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 & Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire needed permanent sidewalk easements and temporary construction easements for proposed improvements on Pikes Peak Drive between Mainstreet and the Sulphur Gulch Trail.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the design phase for an upcoming capital improvement project known as the Pikes Peak Drive Sidewalks project (the "Project"). The Project proposes to make sidewalk and pedestrian lighting improvements to Pikes Peak Drive between Mainstreet and the Sulphur Gulch Trail. The Project's main goal is to widen the existing sidewalk which is not currently Americans with Disabilities Act (ADA) compliant and add pedestrian lighting to improve pedestrian mobility, capacity, and comfort along this stretch of Pikes Peak Drive. The improved sidewalk width will vary between six (6) and eight (8) feet, depending on existing site improvements and landscaping. Integral colored concrete sidewalks and pedestrian lighting like the adjacent section of Mainstreet will be utilized for consistency. The Town is currently anticipating construction of the improvements in 2023.

Town staff has already commenced coordination/discussion of the necessary easements with the adjacent property owners and the improvement designs have been modified based on individual property issues/constraints, such as landscaping (trees). In all, a total of fifteen (15) parcels were identified that required easements. Due to the nature of the sidewalk improvements being seen

as an improvement to the adjacent property owners, ten (10) of the parcels have or are executing the appropriate documents for the project. The remaining five (5) properties are currently unresponsive, which is why staff would like to proceed with this acquisition. Attached is a "Property Owner Legend" map that highlights the remaining parcels requiring acquisition.

To accommodate the sidewalk and lighting improvements, acquisition of permanent easements (PE) and/or temporary construction easements (TCE) are required from the five (5) remaining properties along the project limits. The PE language will be limited to sidewalk and lighting improvements. The TCE language will have a fixed time duration and terminate at the end of the time period established in TCE agreement. There are four (4) remaining PE areas plus five (5) remaining TCE areas identified and, included with this item, is a vicinity map with the affected parcels highlighted. As the sidewalk improvements are adjacent/parallel to Pikes Peak Drive, the easements needed result in a narrow strip of area being needed on each property.

The permanent easement acquisition will affect properties 5, 11, 12 and 14 (reference the included vicinity map) with the total permanent easement area for these four (4) parcels totaling 633 square feet. The temporary construction easement acquisition will affect properties 5, 11, 12, 13 and 14 (reference the included vicinity map) with the total temporary construction easement area for these five (5) parcels totaling 1,063 square feet.

Town staff and our consultant will engage in good faith negotiations with the affected property owners. The Town will send a letter to the affected property owners about the Town's intent to acquire the property. This ordinance authorizes Town staff and/or consultants to initiate the acquisition of these needed permanent and temporary easements. If we are unable to come to an agreement with the property owner, Town staff will coordinate with Town Council prior to any eminent domain action.

FINANCIAL IMPACT

Funding for these acquisitions is included in the Urban Renewal Projects (301-4652) accounts.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

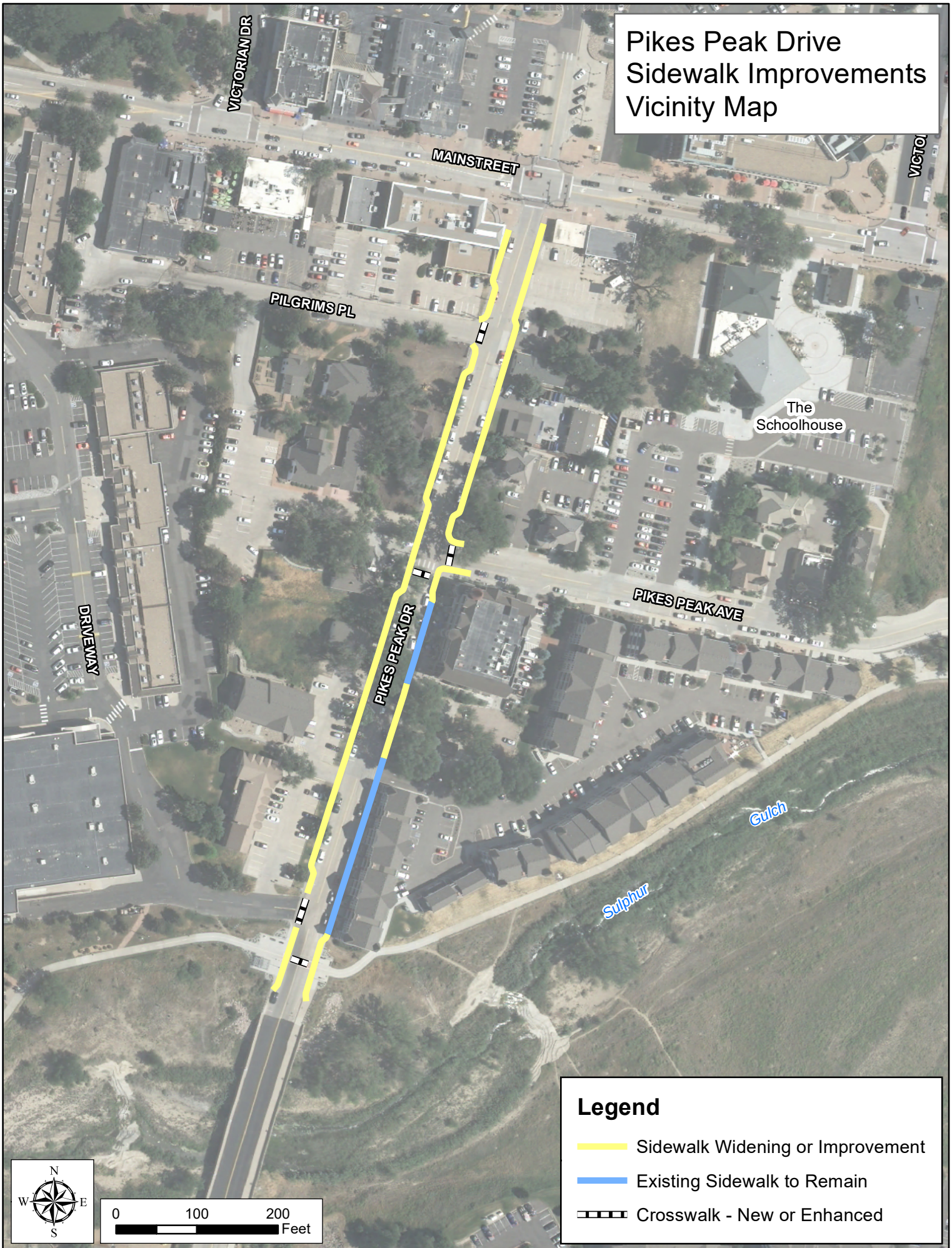
ATTACHMENTS

1. Pikes Peak Drive Sidewalk Improvements Vicinity Map
2. Pikes Peak Drive Sidewalk-Acquire Properties Vicinity Map
3. Ordinance No. 1.572

RECOMMENDED MOTION

I move to approve Ordinance No. 1.572 on second reading.

Pikes Peak Drive Sidewalk Improvements Vicinity Map



PIKES PEAK DRIVE SIDEWALKS

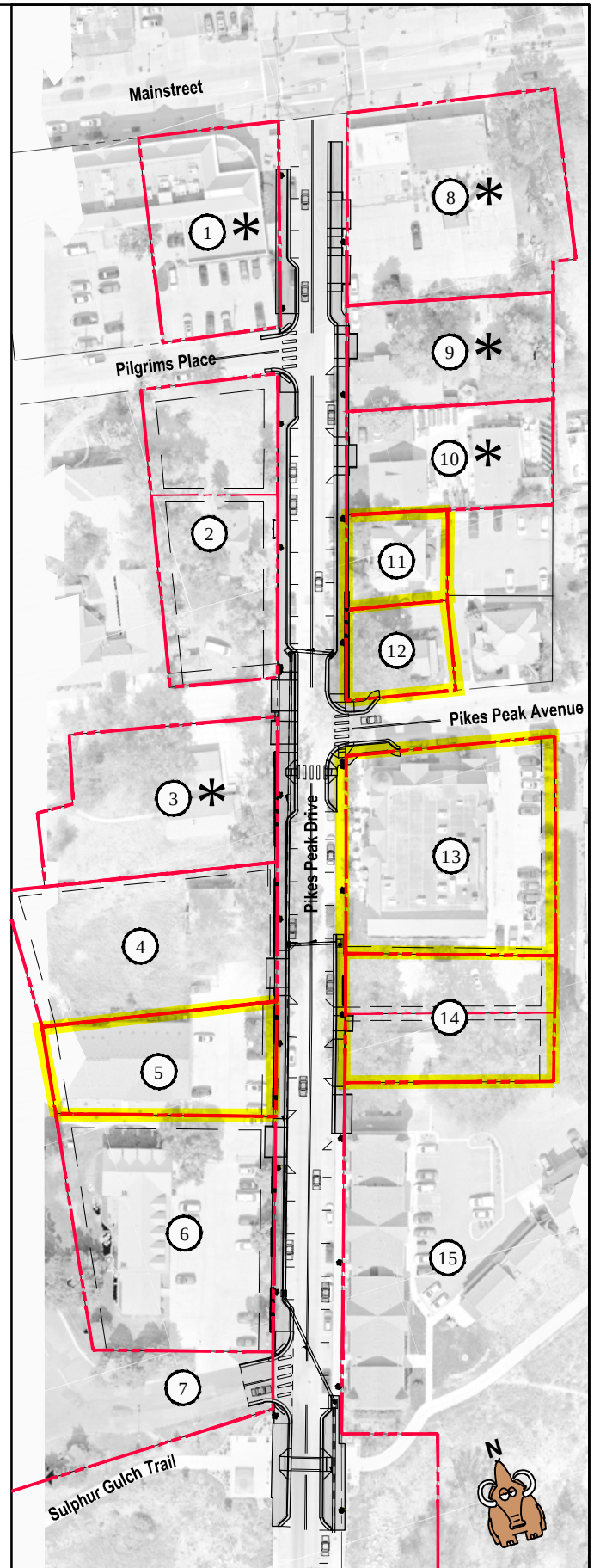
Property Owner
Legend



- 1 Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- 2 Lambertson Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- 3 Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- 4 Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- 5 **Koffman Properties LLC**
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- 6 Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- 7 Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- 8 Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- 9 Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- 10 Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- 11 **Twin Creeks LLC**
10964 Pikes Peak Drive
Parker, CO 80138
- 12 **Byland LLC**
10970 Pikes Peak Drive
Parker, CO 80138
- 13 **Jeff & Staci Rubie Revocable Trust**
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- 14 **Crowfoot Valley LLC**
PO Box 6
Parker, CO 80134
- 15 Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

NOITA Required

* PROPERTIES ARE UNPLATTED



ORDINANCE NO. 1.572, Series of 2022

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 A PORTION OF PIKES PEAK DRIVE, 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 the permanent easement acquisitions as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and those 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 a portion of Pikes Peak Drive, as generally depicted on **Exhibit C**, attached hereto and incorporated herein by this reference; 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, without limitation, 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 permanent easements as more particularly described in **Exhibit A**, and those 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 and facilities 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin S. Hoffmann, Town Attorney

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 72°15'32" WEST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET WESTERLY OF THE EASTERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°43'25" EAST, A DISTANCE OF 74.68 FEET;
2. NORTH 17°05'25" EAST, A DISTANCE OF 8.73 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING THREE (3) COURSES:

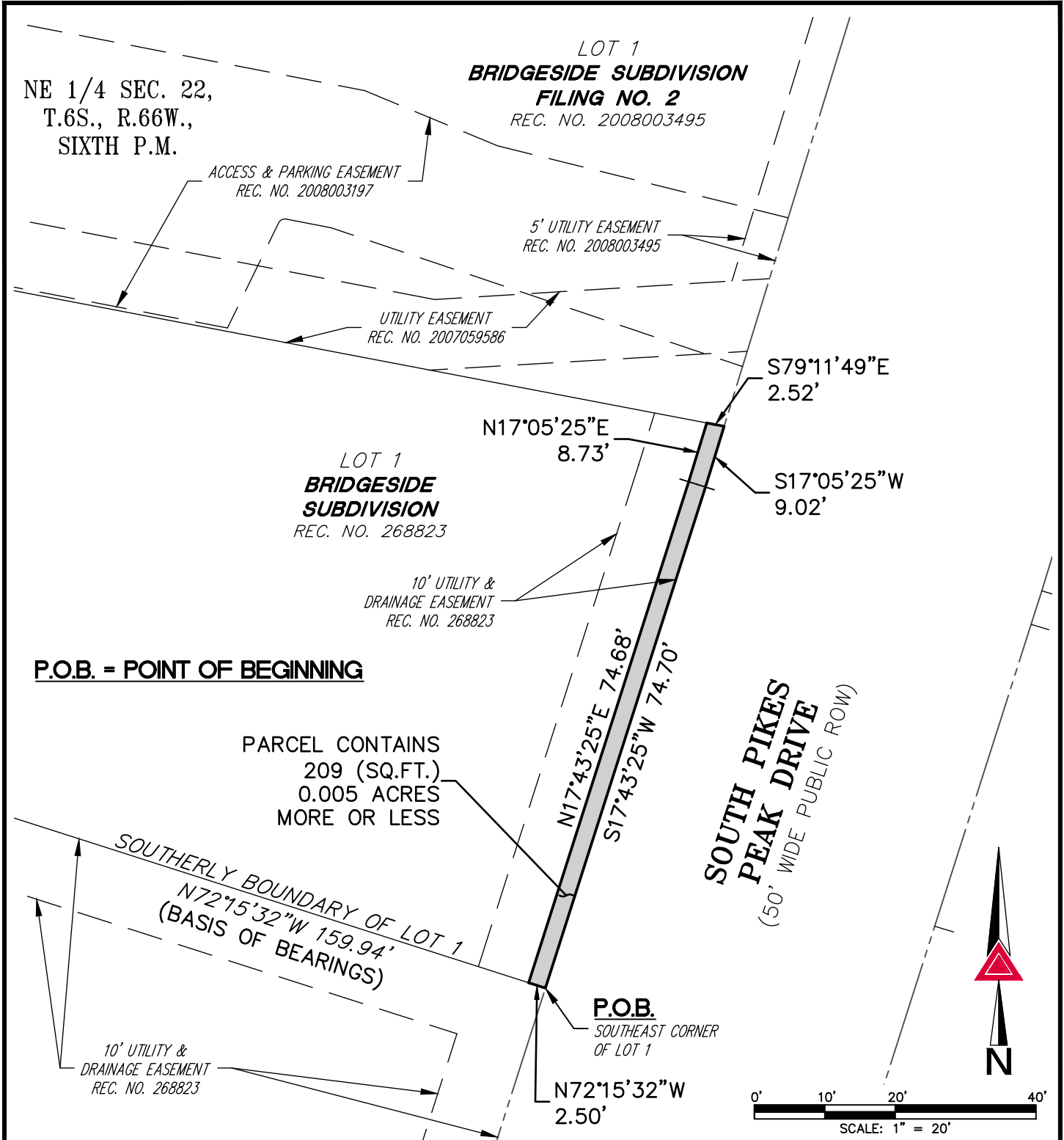
1. SOUTH 79°11'49" EAST, A DISTANCE OF 2.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
2. SOUTH 17°05'25" WEST, A DISTANCE OF 9.02 FEET;
3. SOUTH 17°43'25" WEST, A DISTANCE OF 74.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.005 ACRES, (209 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, 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:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 20'



AZTEC
CONSULTANTS, INC.

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

2022-01-28 Lot 1, Bridgeside Sub - PE

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 2, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 2 BEARS SOUTH 75°45'13" EAST, A DISTANCE OF 73.49 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2, SOUTH 75°45'13" EAST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°05'25" WEST, A DISTANCE OF 68.87 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

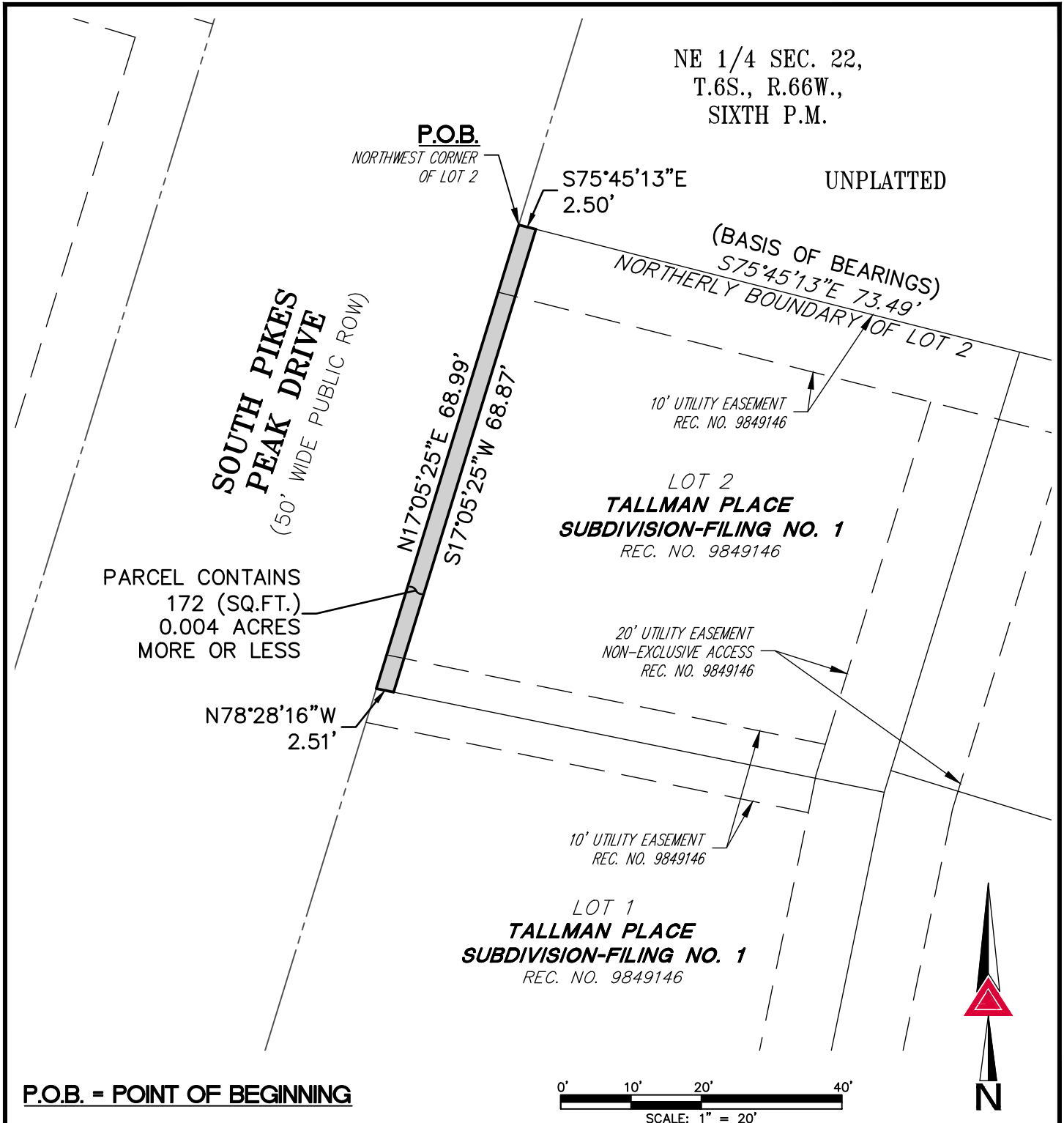
1. NORTH 78°28'16" WEST, A DISTANCE OF 2.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;
2. NORTH 17°05'25" EAST, A DISTANCE OF 68.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (172 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



P.O.B. = POINT OF BEGINNING

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

PATH: Q:\12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 20'



AZTEC
CONSULTANTS, INC.

2022-01-31 Lot 2, Tallman Place Sub F1 - PE

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

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 78°23'18" EAST, A DISTANCE OF 80.07 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°05'25" EAST, A DISTANCE OF 66.01 FEET;
2. SOUTH 78°28'16" EAST, A DISTANCE OF 2.51 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°05'25" WEST, A DISTANCE OF 66.01 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

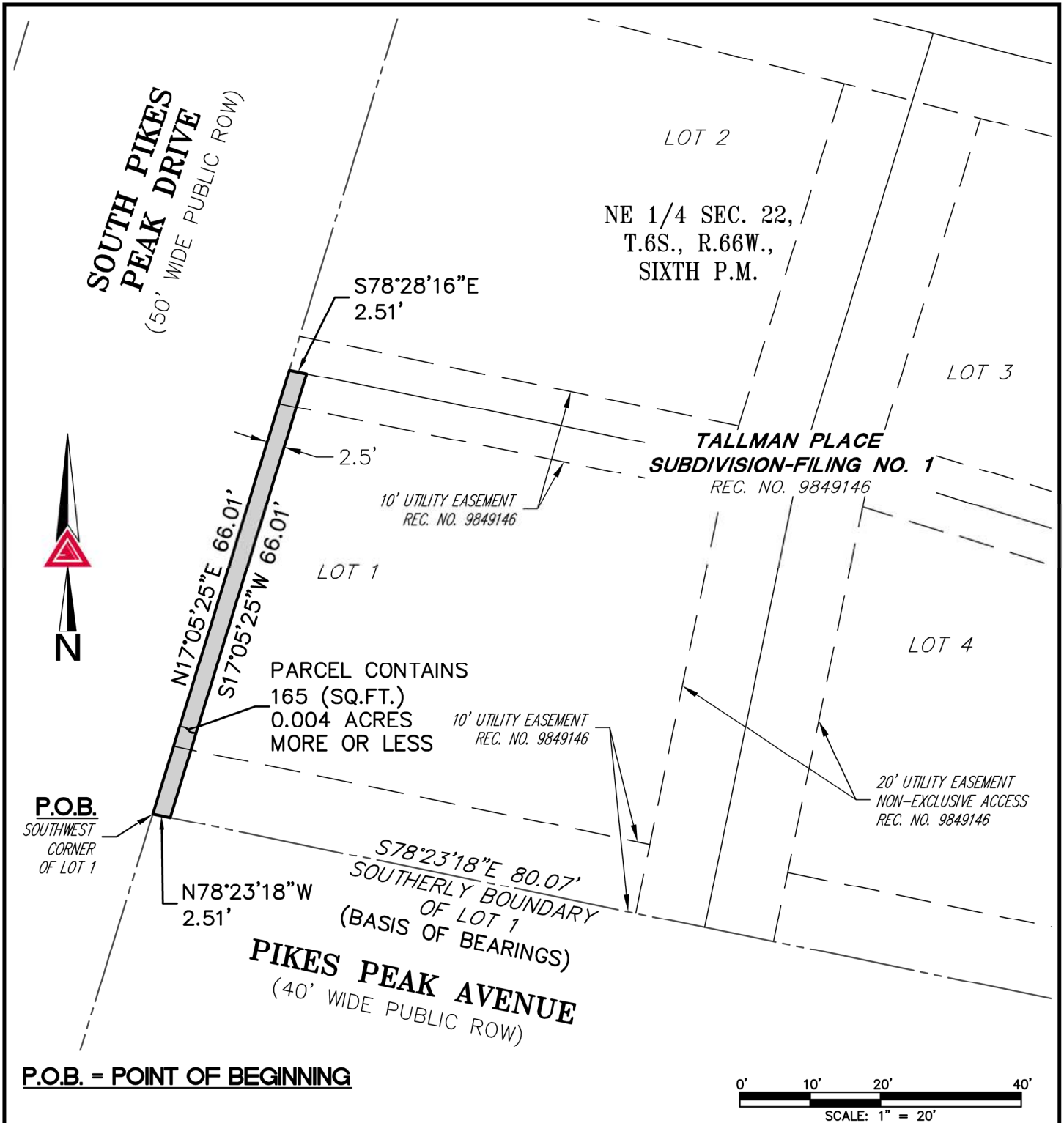
THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 78°23'18" WEST, A DISTANCE OF 2.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (165 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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PATH: Q:\12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: 2022-03-01
SCALE: 1" = 20'



AZTEC
CONSULTANTS, INC.

LOT 1, TALLMAN PLACE SUB F1 - PE

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

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 72°22'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1;

THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET;
2. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. NORTH 73°19'16" WEST, A DISTANCE OF 0.50 FEET;
2. NORTH 17°43'25" EAST, A DISTANCE OF 49.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

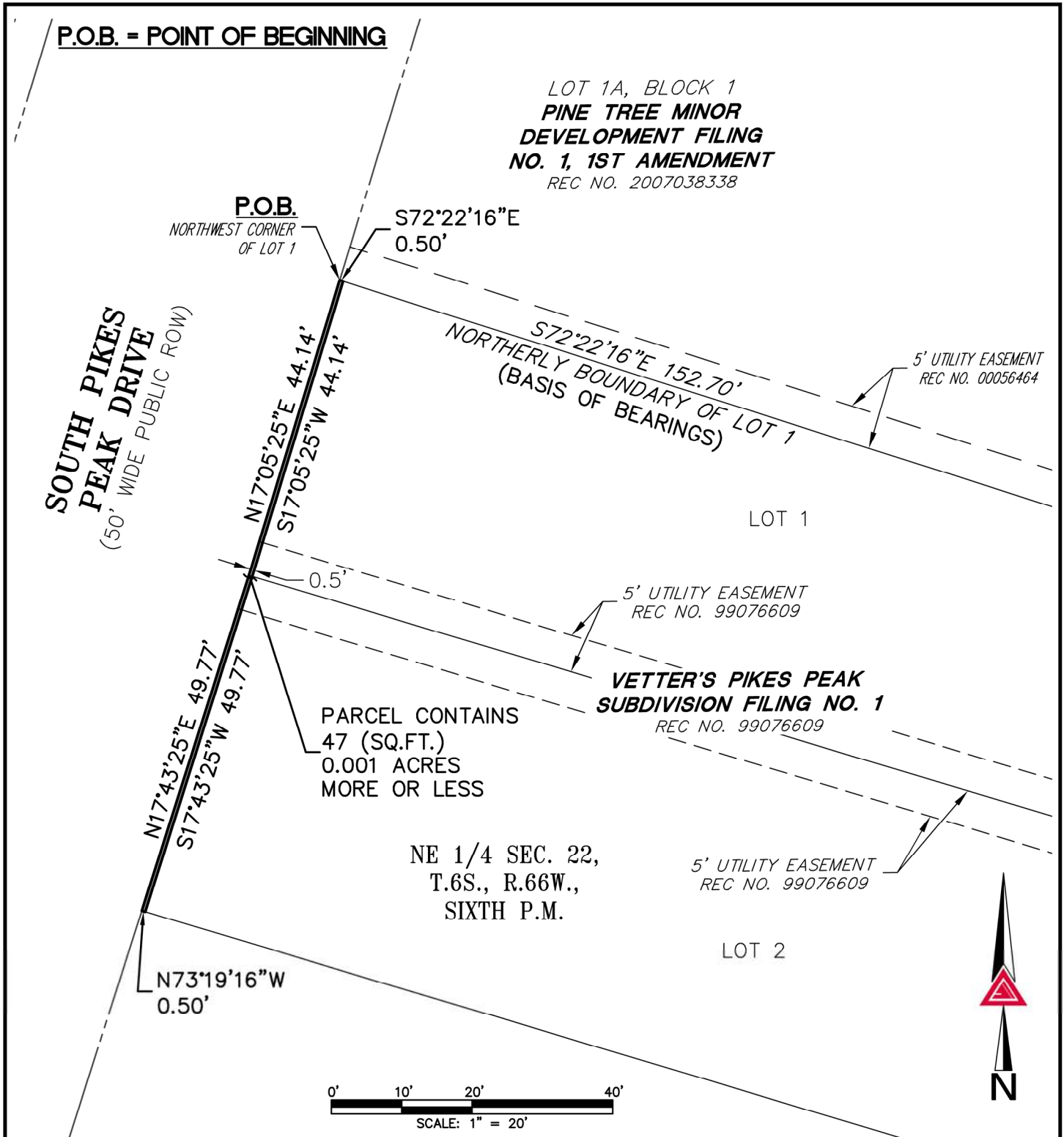
THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, NORTH 17°05'25" EAST, A DISTANCE OF 44.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (47 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, 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:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: **2022-03-01**
SCALE: **1" = 20'**



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www.aztecconsultants.com

LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - PE-2

SIDEWALK EASEMENT

**NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO**

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION

EXHIBIT "A"

TWO (2) PARCELS OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 1.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°54'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 72°54'35" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 17°05'25" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 2.00 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°05'25" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.0005 ACRES, (20 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET;
2. SOUTH 73°19'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°43'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 73°19'16" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.0005 ACRES, (20 SQUARE FEET), MORE OR LESS.

PARCELS 1 & 2 CONTAIN A TOTAL OF 0.001 ACRES, (40 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

LOT 1A, BLOCK 1
**PINE TREE MINOR
 DEVELOPMENT FILING
 NO. 1, 1ST AMENDMENT**
 REC NO. 2007038338

**SOUTH PIKES
 PEAK DRIVE**
 (50' WIDE PUBLIC ROW)

P.O.C.
 NORTHWEST CORNER
 OF LOT 1

P.O.B.
 PARCEL 1

S72°22'16"E 152.70'
 NORTHERLY BOUNDARY OF LOT 1
 (BASIS OF BEARINGS)

5' UTILITY EASEMENT
 REC NO. 00056464

SEE DETAIL "A"
 SHEET 4

LOT 1

5' UTILITY EASEMENT
 REC NO. 99076609

**VETTER'S PIKES PEAK
 SUBDIVISION FILING NO. 1**
 REC NO. 99076609

NE 1/4 SEC. 22,
 T.6S., R.66W.,
 SIXTH P.M.

5' UTILITY EASEMENT
 REC NO. 99076609

SEE DETAIL "B"
 SHEET 4

P.O.B.
 PARCEL 2

LOT 2

0' 10' 20' 40'
 SCALE: 1" = 20'



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

PATH: Q:12321-03\DWG\EXHIBITS\
 DWG NAME: _____
 DWG: **BAM** CHK: **JRW**
 DATE: **2022-03-01**
 SCALE: **1" = 20'**



AZTEC
 CONSULTANTS, INC.

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

LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - PE-1

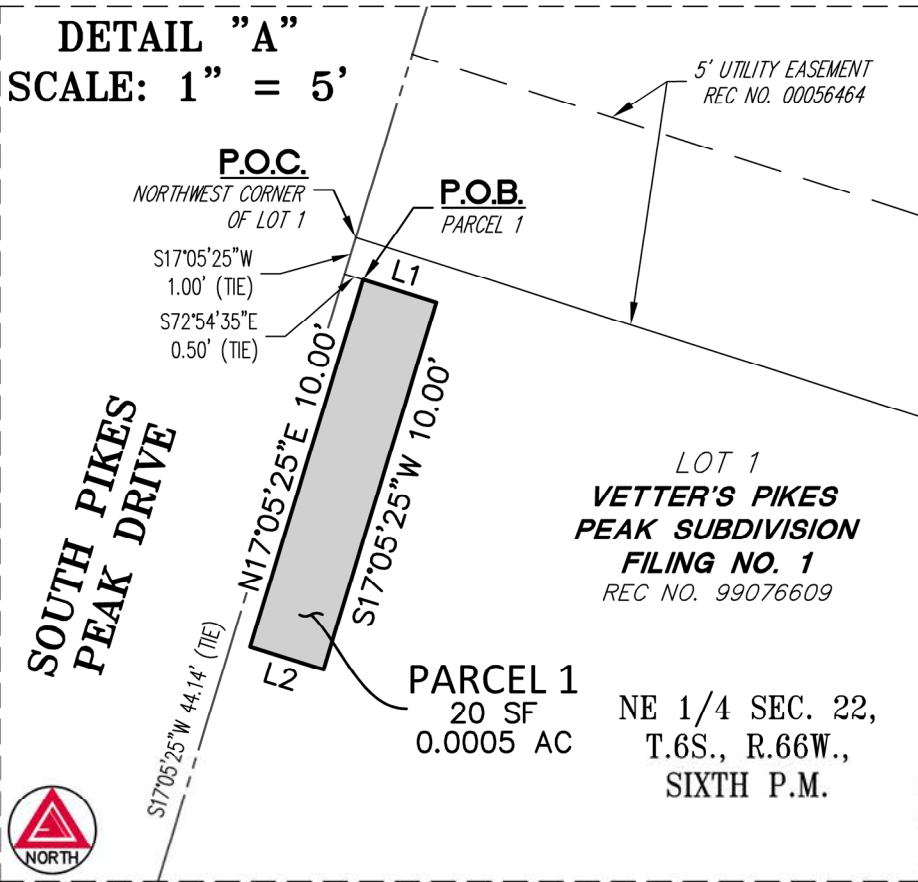
PERMANENT EASEMENTS
 NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

DETAIL "A"
SCALE: 1" = 5'



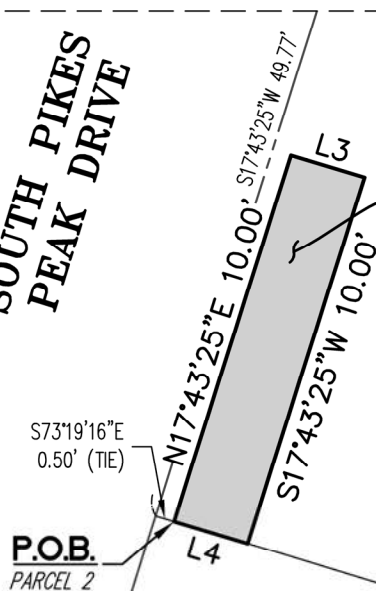
LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°54'35"E	2.00'
L2	N72°54'35"W	2.00'



LINE TABLE		
LINE	BEARING	LENGTH
L3	S73°19'16"E	2.00'
L4	N73°19'16"W	2.00'



**SOUTH PIKES
PEAK DRIVE**



DETAIL "B"
SCALE: 1" = 5'

PARCEL 2
20 SF
0.0005 AC

NE 1/4 SEC. 22,
T.6S., R.66W.,
SIXTH P.M.

LOT 2
**VETTER'S PIKES
PEAK SUBDIVISION**
FILING NO. 1
REC NO. 99076609



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DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: **2022-03-01**
SCALE: **1" = 5'**



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LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - PE-1

PERMANENT EASEMENTS
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

4 OF 4 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 72°15'32" WEST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, NORTH 72°15'32" WEST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°43'25" EAST, A DISTANCE OF 74.66 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 8.27 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°11'49" EAST, A DISTANCE OF 4.02 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 17°05'25" WEST, A DISTANCE OF 8.73 FEET;

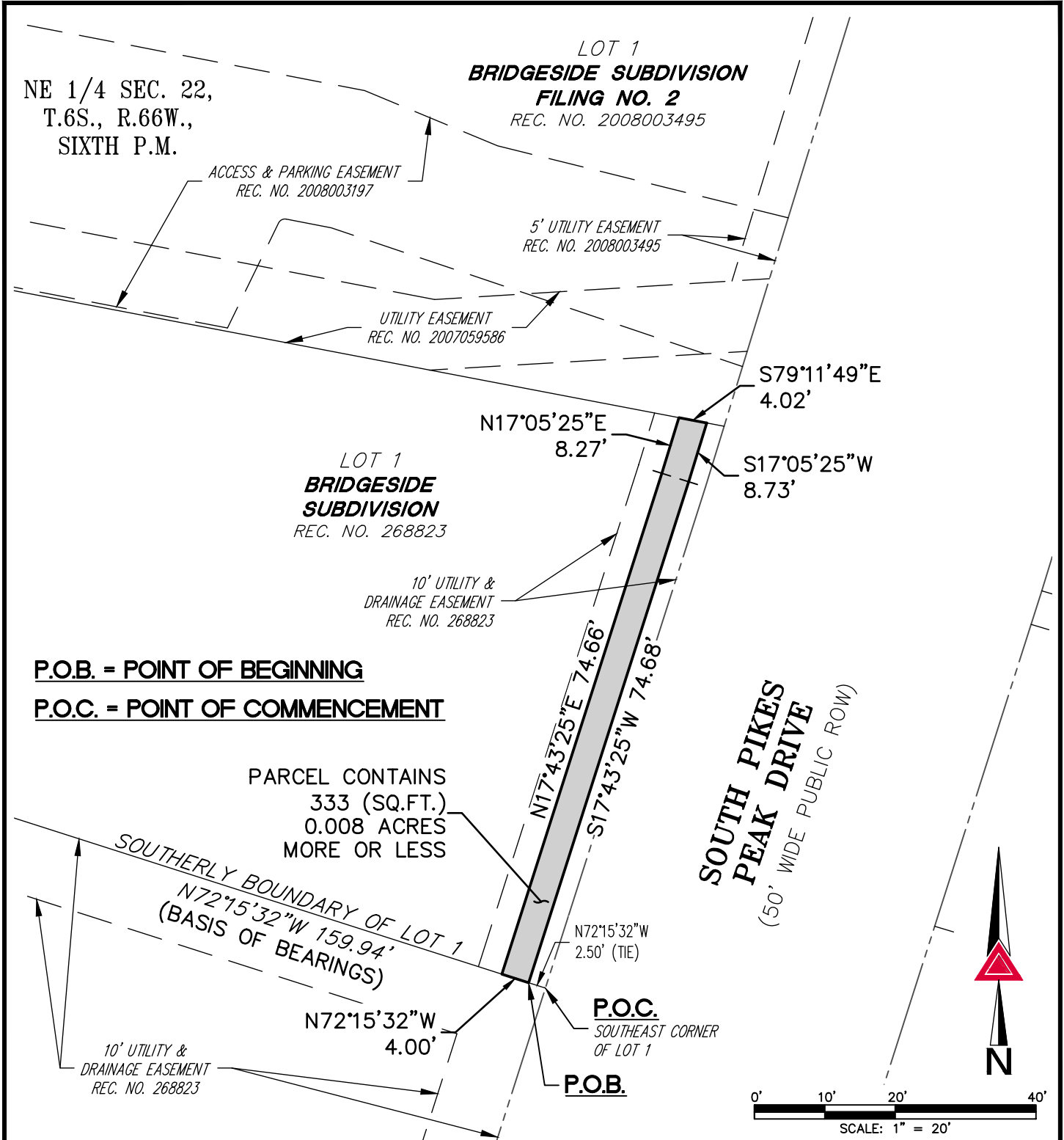
THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 74.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.008 ACRES, (333 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

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:\12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 20'



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2022-01-28 Lot 1, Bridgeside Sub - TCE

TEMP. CONST. EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 2, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 2 BEARS SOUTH 75°45'13" EAST, A DISTANCE OF 73.49 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2, SOUTH 75°45'13" EAST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 75°45'13" EAST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY SOUTH 17°05'25" WEST, A DISTANCE OF 68.68 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 78°28'16" WEST, A DISTANCE OF 4.02 FEET;

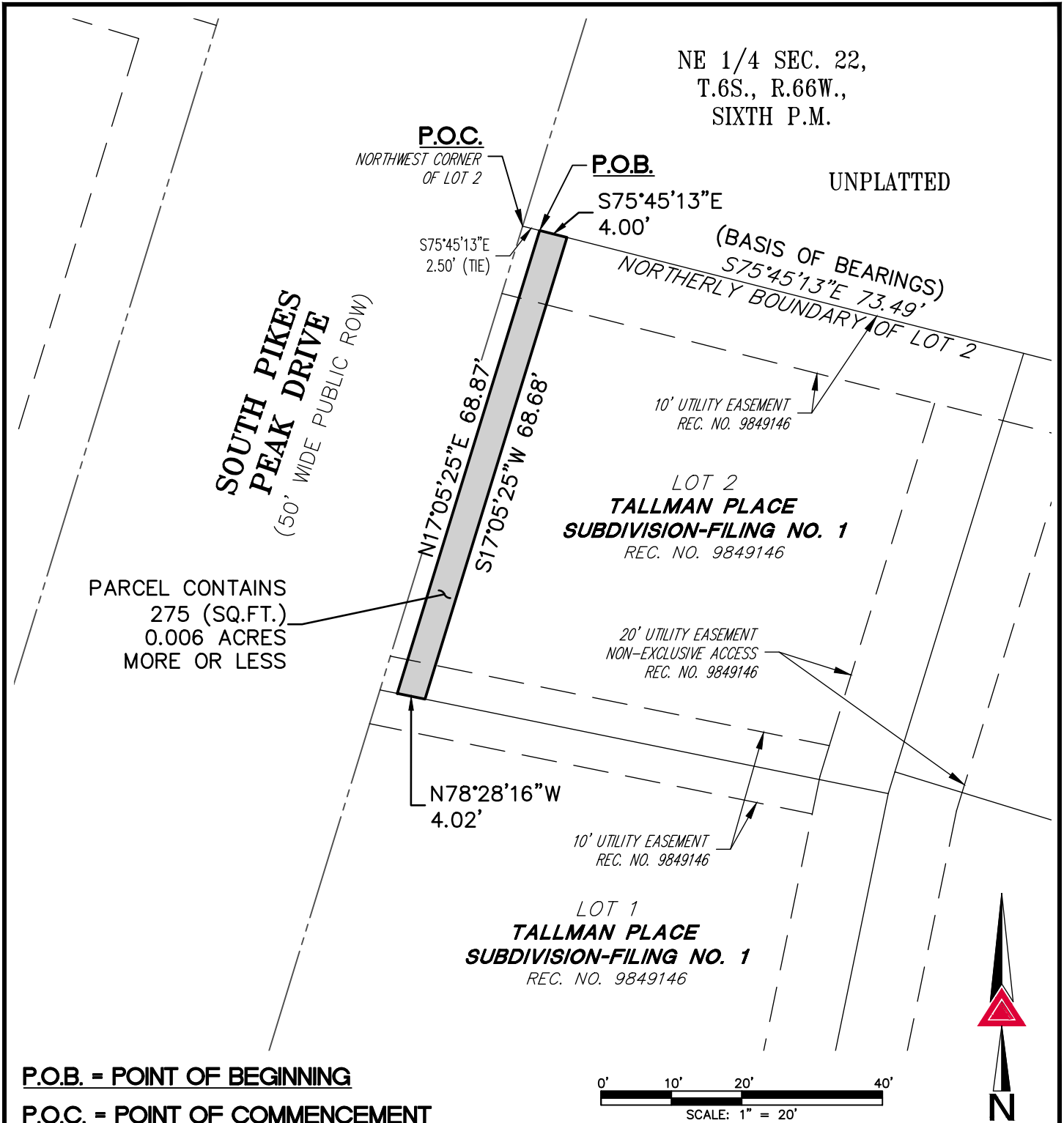
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°05'25" EAST, A DISTANCE OF 68.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.006 ACRES, (275 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B



P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

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

PATH: Q:\12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: 2022-02-07
SCALE: 1" = 20'



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2022-01-31 Lot 2, Tallman Place Sub F1 - TCE

TEMP. CONST. EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION
EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 1, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 78°23'18" EAST, A DISTANCE OF 80.07 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, SOUTH 78°23'18" EAST, A DISTANCE OF 12.68 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 11°36'42" EAST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 78°23'18" EAST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 11°36'42" WEST, A DISTANCE OF 7.00 FEET TO SAID SOUTHERLY BOUNDARY;

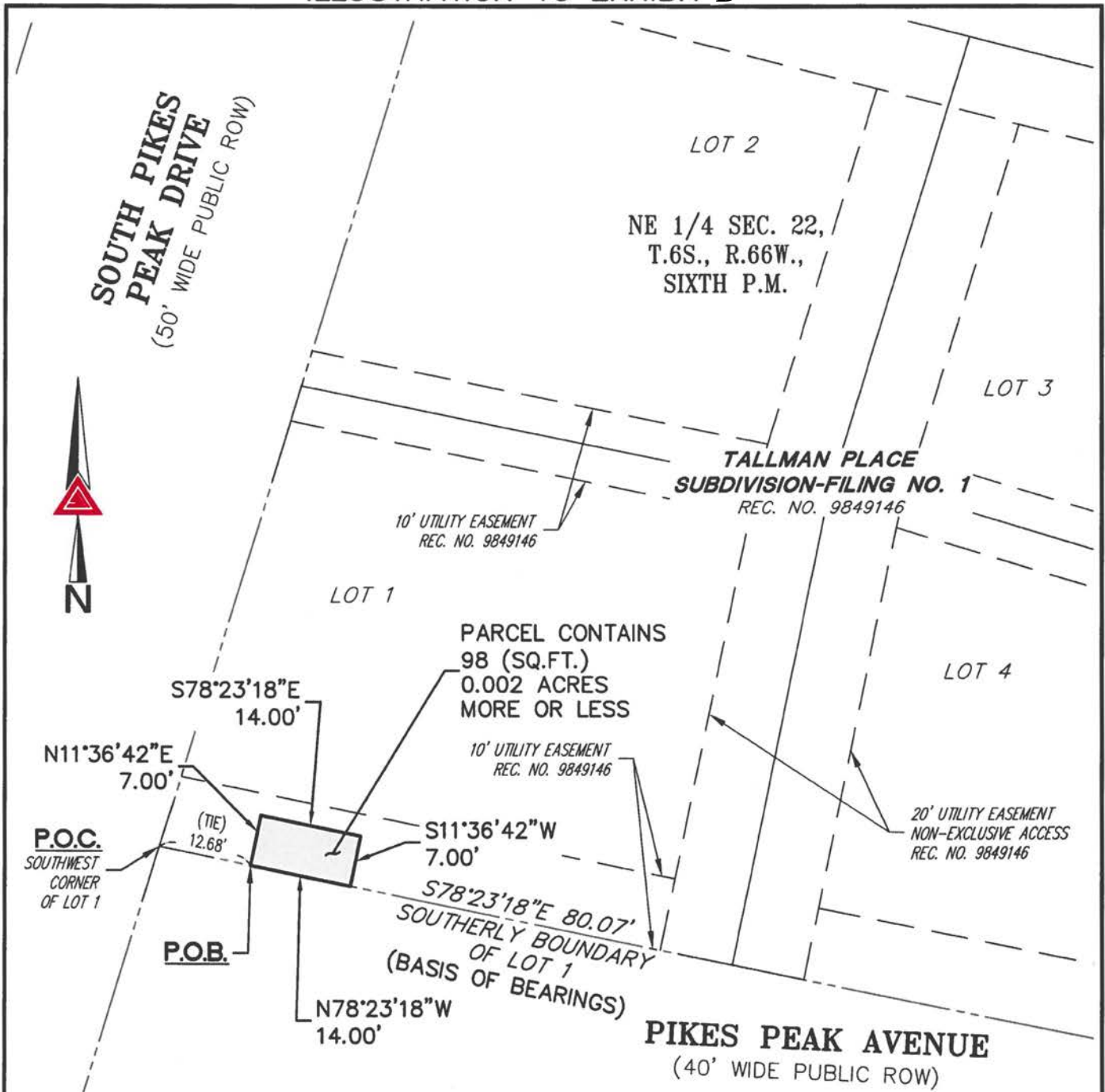
THENCE ALONG SAID SOUTHERLY BOUDNARY, NORTH 78°23'18" WEST, A DISTANCE OF 14.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.002 ACRES, (98 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

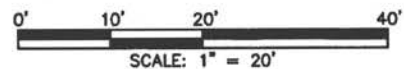
BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B



P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT



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

PATH: Q:\12321-03\DWG\EXHIBITS\
 DWG NAME: _____
 DWG: BAM CHK: JRW
 DATE: 2022-03-01
 SCALE: 1" = 20'



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LOT 1, TALLMAN PLACE SUB F1 - TCE

TEMP. CONST. EASEMENT
 NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

TWO (2) PARCELS OF LAND BEING A PORTION OF LOT 1A, BLOCK 1, PINE TREE MINOR DEVELOPMENT FILING NO. 1, 1ST AMENDMENT, RECORDED AT RECEPTION NO. 2007038338 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1A, BLOCK 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1A BEARS SOUTH 17°05'25" WEST, A DISTANCE OF 143.51 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1A, SOUTH 17°05'25" WEST, A DISTANCE OF 5.02 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN FIVE (5) FOOT WIDE PUBLIC SIDEWALK EASEMENT RECORDED AT RECEPTION NO. 2007038338 IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID SOUTHERLY LINE, SOUTH 78°23'18" EAST, A DISTANCE OF 12.26 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 14°13'39" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 78°23'18" WEST, A DISTANCE OF 12.41 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1A;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 17°05'25" EAST, A DISTANCE OF 3.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (37 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1A, BLOCK 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1A BEARS SOUTH 17°05'25" WEST, A DISTANCE OF 143.51 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1A, SOUTH 17°05'25" WEST, A DISTANCE OF 5.02 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN FIVE (5) FOOT WIDE PUBLIC SIDEWALK EASEMENT RECORDED AT RECEPTION NO. 2007038338 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 78°23'18" EAST, A DISTANCE OF 26.26 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 78°23'18" EAST, A DISTANCE OF 13.45 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 14°13'39" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 78°23'18" WEST, A DISTANCE OF 13.45 FEET;

THENCE NORTH 14°13'39" EAST, A DISTANCE OF 3.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (40 SQUARE FEET), MORE OR LESS.

PARCEL 1 AND 2 CONTAIN A TOTAL OF 0.002 ACRES, (77 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

**SOUTH PIKES
PEAK DRIVE**
(50' WIDE PUBLIC ROW)

PIKES PEAK AVENUE
(40' WIDE PUBLIC ROW)

P.O.C.

NORTHWEST CORNER
OF LOT 1A, BLOCK 1

S17°05'25"W
5.02' (TIE)

P.O.B.

PARCEL 1

L4 L1 L2 L3
S78°23'18"E 26.26' (TIE)
PARCEL 1
37 SF
0.001 AC

P.O.B.

PARCEL 2

L8 L5 L6 L7
PARCEL 2
40 SF
0.001 AC

LOT 1A, BLOCK 1
**PINE TREE MINOR
DEVELOPMENT FILING
NO. 1, 1ST AMENDMENT**
REC NO. 2007038338

5' UTILITY EASEMENT
REC NO. 00056464
5' PUBLIC SIDEWALK EASEMENT
REC NO. 2007038338

(BASIS OF BEARINGS)
S17°05'25"W 143.51'
WESTERLY BOUNDARY OF LOT 1A, BLOCK 1

NE 1/4 SEC. 22,
T.6S., R.66W.,
SIXTH P.M.

LINE TABLE

LINE	BEARING	LENGTH
L1	S78°23'18"E	12.26'
L2	S14°13'39"W	3.00'
L3	N78°23'18"W	12.41'
L4	N17°05'25"E	3.01'

LINE TABLE

LINE	BEARING	LENGTH
L5	S78°23'18"E	13.45'
L6	S14°13'39"W	3.00'
L7	N78°23'18"W	13.45'
L8	N14°13'39"E	3.00'

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

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 10'



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2022-01-31 Lot 1A, Block 1, Pine Tree Minor Development F1, 1st Amend - TCE

TEMP. CONST. EASEMENTS

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

3 OF 3 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

THREE (3) PARCELS OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 1.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°54'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 1.00 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 72°22'16" EAST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 17°05'25" WEST, A DISTANCE OF 12.96 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 72°54'35" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (32 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 39.70 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°16'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 72°16'35" EAST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 17°05'25" WEST, A DISTANCE OF 4.32 FEET;
THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 17.68 FEET;
THENCE NORTH 72°16'35" WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 17°43'25" EAST, A DISTANCE OF 17.57 FEET;
THENCE NORTH 17°05'25" EAST, A DISTANCE OF 4.43 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 0.005 ACRES, (220 SQUARE FEET), MORE OR LESS.

PARCEL 3

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET;
2. SOUTH 73°19'16" EAST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°43'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 17°43'25" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 73°19'16" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 12.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (28 SQUARE FEET), MORE OR LESS.

PARCELS 1, 2 & 3 CONTAIN A TOTAL OF 0.007 ACRES, (280 SQUARE FEET), MORE OR LESS.

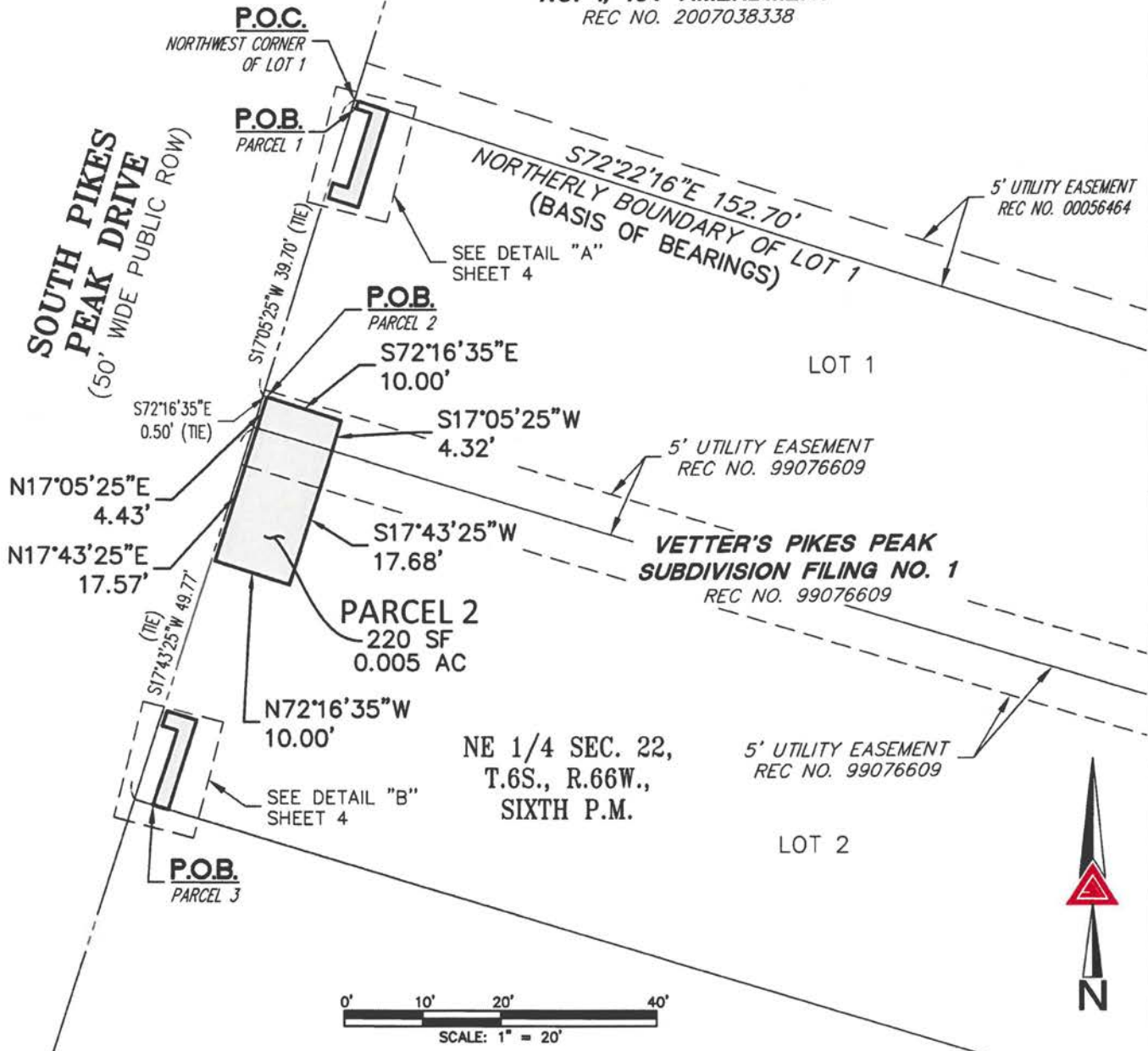
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

LOT 1A, BLOCK 1
PINE TREE MINOR
DEVELOPMENT FILING
NO. 1, 1ST AMENDMENT
 REC NO. 2007038338



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

PATH: Q:\12321-03\DWG\EXHIBITS\
 DWG NAME:
 DWG: BAM CHK: JRW
 DATE: 2022-03-01
 SCALE: 1" = 20'



AZTEC
 CONSULTANTS, INC.

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

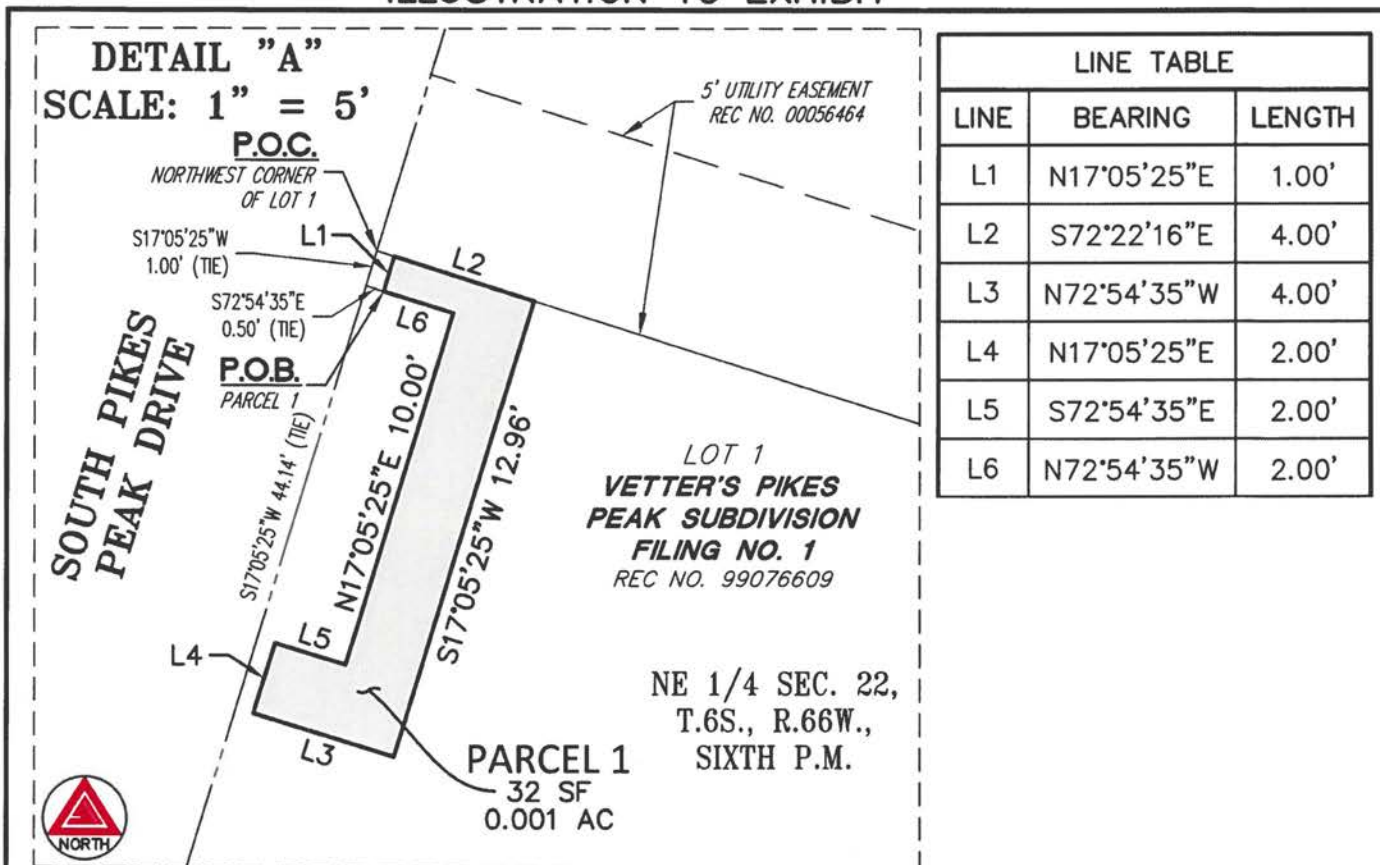
LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - TCE

TEMP. CONST. EASEMENTS
 NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

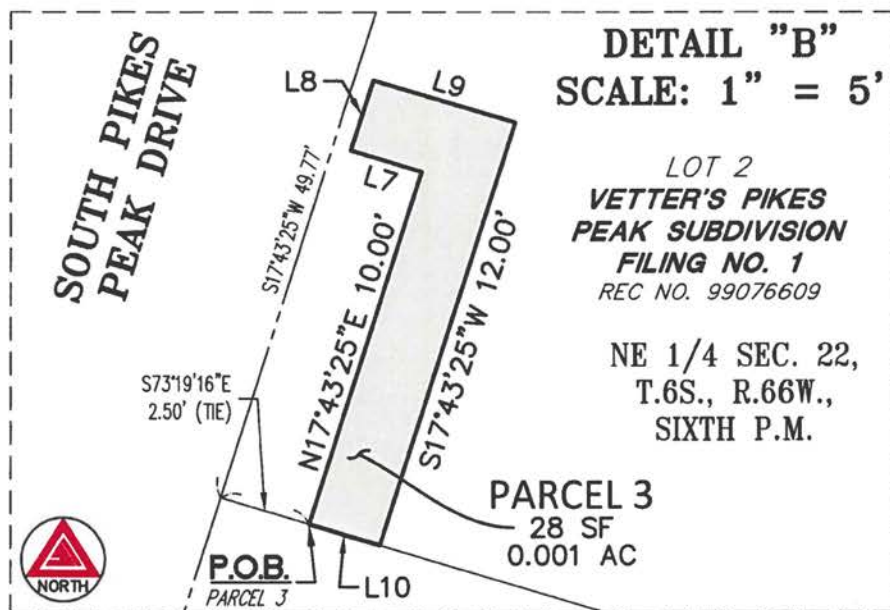
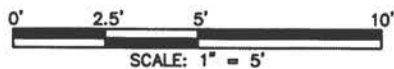
JOB NUMBER 12321-03

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT B



LINE TABLE		
LINE	BEARING	LENGTH
L7	N73°19'16"W	2.00'
L8	N17°43'25"E	2.00'
L9	S73°19'16"E	4.00'
L10	N73°19'16"W	2.00'



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

PATH: Q:\12321-03\DWG\EXHIBITS\

DWG NAME: _____

DWG: BAM CHK: JRW

DATE: 2022-03-01

SCALE: 1" = 5'



Aztec
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DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

4 OF 4 SHEETS

Exhibit C

Pikes Peak Drive Sidewalk Improvements Vicinity Map



Legend

-  Sidewalk Widening or Improvement
-  Existing Sidewalk to Remain
-  Crosswalk - New or Enhanced



Request for Town Council Action

Date: November 21, 2022

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-065**
A Resolution Approving Adjustment of Mill Levies Resulting from
Legislative or Constitutionally Mandated Reductions

Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This resolution amends existing service plans and the Town's model service plan to allow for a mill levy adjustment due to legislative changes, in addition to constitutional changes.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 1982, the State approved an amendment to the State Constitution called the "Gallagher Amendment" which required that residential property equal 45% of the statewide valuation for assessment and nonresidential property equal 55% of the statewide valuation for assessment, with the nonresidential assessment rate being set at 29%. Current language in the Town's service plans (often called "Gallagher Adjustment" language) allows metropolitan districts to increase or decrease their mill levies to ensure that, to the extent possible, the actual tax revenue generated by the applicable mill levy is neither diminished nor enhanced by changes to the residential assessment rate.

In November 2020, the State's voters approved Amendment B, which repealed the Gallagher Amendment and provided the General Assembly with the authority to decrease the assessment rate in the future. Since then, the General Assembly has passed legislation in each year that has reduced the assessment rate for different classes of property.

The Town has been approached by counsel for several metropolitan districts, which have service plans that were originally approved by the Town, requesting a solution to allow the districts to adjust their mill levies for legislative changes in the assessment rate, similar to how they are authorized to do so for constitutional changes.

The proposed resolution allows metropolitan districts with previously approved service plans to amend their existing service plans to include specific language to allow for a mill levy adjustment due to legislative changes, in addition to constitutional changes. The resolution also

amends various sections of the Town's existing Model Service Plan to conform to the mill levy adjustment language. Any district that amends its service plan with the proposed language must furnish a copy of the district's resolution opting into the proposed language within 30 days of its adoption.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 22-065

RECOMMENDED MOTION

I move to approve Resolution No. 22-065.

RESOLUTION NO. 22-065, Series of 2022

**TITLE: A RESOLUTION APPROVING ADJUSTMENT OF MILL LEVIES
RESULTING FROM LEGISLATIVE OR CONSTITUTIONALLY
MANDATED REDUCTIONS**

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS

A. In 1982, the State of Colorado (the “State”) approved an amendment to the State constitution (the “Gallagher Amendment”) which required that residential property equal 45% of the statewide valuation for assessment and nonresidential property equal 55% of the statewide valuation for assessment, with the nonresidential assessment rate being set at 29%, with the expectation that the residential assessment rate would decrease over time; and

B. In order to lessen the impact of revenue reductions resulting from constitutionally mandated reductions in the residential assessment rate, it became common for metropolitan district service plans, including service plans approved by the Town of Parker (the “Town”), to include “Gallagher Adjustment” language that allowed a metropolitan district to increase or decrease its mill levy to offset any changes in the residential assessment rate; and

C. The purpose of the adjustment language was to ensure that, to the extent possible, the actual tax revenue generated by the applicable mill levy was neither diminished nor enhanced by changes to the residential assessment rate; and

D. In November 2020, the State’s voters approved Amendment B, which repealed the Gallagher Amendment and provided the General Assembly with the authority to decrease the assessment rate in the future; and

E. Since the repeal of the Gallagher Amendment, the General Assembly has passed legislation in each year that has reduced the assessment rate for different classes of property and there have also been numerous initiative petitions that have sought to permanently reduce the assessment rate for different classes of property; and

F. The Town has been approached by counsel for several metropolitan districts that have service plans that were originally approved by the Town requesting a solution to allow the districts to adjust their mill levies for legislative changes in the assessment rate like they would for constitutional changes; and

G. The Town has determined that service plans approved prior to the date of this resolution may be amended to include specific language included in this resolution that allows for a mill levy adjustment for legislative as well as constitutional changes, and that such amendment is not a material modification of any prior service plans; and

H. The Town has also determined to amend various sections of its existing Model Service Plan to conform the mill levy adjustment language to the language included herein.

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. The Board of Directors of any metropolitan district with a service plan approved by the Town Council prior to the date of this resolution may pass a resolution resolving that this resolution be appended to the district's service plan and providing that the "Mill Levy Adjustment," "Gallagher Adjustment" or similar definition in the district's service plan, or provisions in the district's service plan permitting the adjustment of mill levies to offset changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement authorized, shall be amended to conform with the following language:

Mill Levy Adjustment: means, if, on or after [THE DATE CURRENTLY IN THE DISTRICT'S SERVICE PLAN PERTAINING TO ADJUSTMENTS], there are changes in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut or abatement, the [mill levies authorized under the service plan], may be increased or decreased to reflect such changes, such increases and 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 the applicable mill levy, as adjusted for changes occurring after [THE DATE CURRENTLY IN THE DISTRICT'S SERVICE PLAN PERTAINING TO ADJUSTMENTS], are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

Section 3. The definition of "Mill Levy Adjustment" in the Model Service Plan shall be amended to read as follows:

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally **or statutorily** mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and 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 the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation, **and any constitutional or legislative changes in the actual value against which the assessment rate is applied,** shall be deemed to be a change in the method of calculating assessed valuation.

Section 4. Section VI(C)(1) of the Model Service Plan shall be amended to read as follows:

(1) For the portion of any aggregate District Debt which exceeds 50% of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be [THE NUMBER OF MILLS CURRENTLY AUTHORIZED UNDER DISTRICT'S SERVICE PLAN OR 57 MILLS AS APPROPRIATE] less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of _____ mills. Except for permitted Mill Levy Adjustments, the District's mill levy **imposed by the District for payment of Debt** shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy **for the payment of Debt** above the Maximum Debt Mill Levy for any purpose ~~of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation other than a Mill Levy Adjustment~~, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed ~~mill levy~~ **Maximum Debt Mill Levy** adjustment as a material modification of the Service Plan. If the Town Council determines that such **proposed** adjustment **to the Maximum Debt Mill Levy** constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such ~~mill levy~~ **proposed Maximum Debt Mill Levy** adjustment.

Section 5. Nothing herein shall permit any metropolitan district with a service plan approved by the Town Council that does not contain language permitting the adjustment of mill levies to offset changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement to amend the district's service plan to include a Mill Levy Adjustment. Any such amendment is deemed to be a material modification by the Town Council.

Section 6. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk