

TOWN OF PARKER COUNCIL AGENDA

June 5, 2023

Notes:

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

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

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

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

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

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

A. *APPROVAL OF MINUTES - May 15, 2023*

- B. *ORDINANCE NO. 5.28.32 – First Reading*
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code to Conform to Recent Changes to State Law Regarding the Sale of Wine and Allowing for Administrative Approval of Temporary Sales Rooms
Department: Town Attorney, Kristin Hoffmann
Town Clerk, Chris Vanderpool
Second Reading: June 20, 2023
- C. *ORDINANCE NO. 9.260.1 – First Reading*
A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and the Town of Parker Regarding the Extension of the Existing E-470 Trail
Department: Parks, Recreation, and Open Space, Brett Collins
Second Reading: June 20, 2023
- D. *ORDINANCE NO. 1.583 – First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 3.1 Titled Town Council
Department: Town Attorney, Kelsey Hall
Second Reading: June 20, 2023
- E. *ORDINANCE NO. 1.584 – First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 4.6 Titled Departments Created
Department: Town Attorney, Kelsey Hall
Second Reading: June 20, 2023
- F. *ORDINANCE NO. 1.585 – First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 8.3, Entitled Department of Police, Subsection c., Concerning the Oath of Office
Department: Town Attorney, Kelsey Hall
Second Reading: June 20, 2023
- G. *ORDINANCE NO. 1.586 – First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 15.7 Titled Bequests, Gifts and Donations
Department: Town Attorney, Kelsey Hall
Second Reading: June 20, 2023

- H. *RESOLUTION NO. 23-048*
A Resolution Accepting the Conveyance of a Drainage Easement from NexGen Westcreek Holdings, LLC, for a Portion of Lot 2, Block 2, Westcreek Filing No. 2 First Amendment
Department: Engineering and Public Works, Michael Walton
- I. *CANCEL THE JULY 3, 2023 TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JULY 10, 2023*
Department: Town Council
- J. *CONTRACTS OVER \$100,000*
1. *Fleet Replacement Parks Equipment*
Amount: \$120,000
Contractor: Front Range Kubota
Department: Engineering and Public Works, Jim Gilbert
2. *2023 Townwide Roadway Reconstruction Program (CIP23-005-CI) Contract Modification*
Amount: \$412,236.23 Addition for a Revised Contract Amount of \$1,375,498.33
Contractor: RME Ltd., Inc., dba Elite Surface Infrastructure
Department: Engineering and Public Works, Tom Gill
3. *Cherry Creek Improvements – CORE Electric Relocation (Phase 2)*
Amount: \$226,154
Contractor: CORE Electric Cooperative
Department: Engineering and Public Works, Chris Hudson

5. **PUBLIC HEARINGS**

- A. **SALISBURY EQUESTRIAN PARK LOT 1 - REGIONAL FILTRATION ANNEX SITE PLAN AMENDMENT**
Applicant: Parker Water and Sanitation District
Location: East side of Salisbury Park
Department: Community Development, Julia Duncan
TRAKiT No.: SP23-001

B. LINCOLN PROFESSIONAL PARK FILING NO. 1 - MINOR DEVELOPMENT PLAT

Applicant: Ryanne Sass, Plaza Street Partners
Location: Southeast corner of Lincoln Avenue and Dransfeldt Road
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB21-005

1. Minor Development Plat

2. Subdivision Agreement

C. COYLE/PERKINS PROPERTY ANNEXATION AND ZONING (Continued from November 7, 2022, February 21, 2023, and April 17, 2023 and to be continued to July 10, 2023)

Applicant: Avalon Bay Communities, Inc.
Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road
Department: Community Development, Julia Duncan
TRAKiT No.: ANX22-006 & Z22-017

1. ORDINANCE NO. 2.281 - Second Reading (*Continued from November 7, 2022, February 21, 2023 and April 17, 2023 and to be continued to July 10, 2023*)
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Coyle/Perkins Property in Douglas County

6. ORDINANCES

A. ORDINANCE NO. 1.289.7 – Second Reading

A Bill for an Ordinance to Approve the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment

Department: PAR & Economic Development Director, Weldy Feazell

B. ORDINANCE NO. 1.576 - 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 Certain Motsenbocker Road Improvements, as Part of the Dransfeldt Road Project, Both Town Roadways, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson

- C. **ORDINANCE NO. 1.580 - Second Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to LCP MFII WREN, LLC
Department: Community Development, Stacey Nerger
- D. **ORDINANCE NO. 1.581 - Second Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to KPS Retail, LLC
Department: Community Development, Stacey Nerger

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

**A PARKER AUTHORITY FOR REINVESTMENT MEETING WILL
IMMEDIATELY FOLLOW THE TOWN COUNCIL MEETING.**

Parker Town Council

Executive Session Agenda

June 5, 2023

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

1. Proposed acquisition of easements for the Parker Road sidewalk improvements – Sulphur Gulch to south of Parker Square Drive

“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).”

2. Colorado Open Meetings Law, C.R.S. § 24-6-402, Colorado Open Records Act, C.R.S. § 24-72-201 through 206, and Code of Ethics, Parker Municipal Code Chapter 2.05

**TOWN OF PARKER COUNCIL
MINUTES
MAY 15, 2023**

Mayor Jeff Toborg called the meeting to order at 5:30 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced there were three topics for discussion in the Executive Session under C.R.S. § 24-6-402(4)(b). The first item was regarding C.R.S. § 31-25-1201, et seq., the Business Improvement District Act, concerning the formation of a business improvement district. The second item was about the American Academy Charter School Traffic Management Plan and Traffic Impact Study and associated traffic impacts. The third item was concerning Section 11.13.030(a) of the Parker Municipal Code.

EXECUTIVE SESSION

Joshua Rivero moved, and Brandi Wilks seconded to go into Executive Session at 5:31 p.m. to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Brandi Wilks moved, and Laura Hefta seconded to come out of Executive Session at 6:55 p.m.

The motion was approved unanimously.

Laura Hefta moved, and Todd Hendreks 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.

SPECIAL PRESENTATIONS

Mayor Toborg presented Teen Court Scholarships to Ella Daniel and Avery Herbert and thanked them for their involvement.

PUBLIC COMMENTS

None.

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 - May 1, 2023*
- B. *ORDINANCE NO. 1.289.7 – First Reading*
A Bill for an Ordinance to Approve the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment
Department: *PAR & Economic Development Director, Weldy Feazell*
Second Reading: *June 5, 2023*
- C. *ORDINANCE NO. 1.576 - 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 Certain Motsenbocker Road Improvements, as Part of the Dransfeldt Road Project, Both Town Roadways, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: *Engineering and Public Works, Chris Hudson*
Second Reading: *June 5, 2023*
- D. *ORDINANCE NO. 1.580 - First Reading*
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to LCP MFII WREN, LLC
Department: *Community Development, Amber Wood-Hicken*
Second Reading: *June 5, 2023*
- E. *ORDINANCE NO. 1.581 - First Reading*
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to KPS Retail, LLC
Department: *Community Development, Amber Wood-Hicken*
Second Reading: *June 5, 2023*
- F. *RESOLUTION NO. 23-044*
A Resolution to Approve the Third Amendment to Amended and Restated Employment Agreement for the Town Manager
Department: *Town Council*
- G. *RESOLUTION NO. 23-045*
A Resolution to Approve the First Amendment to Employment Agreement for the Town Attorney
Department: *Town Council*

H. RESOLUTION NO. 23-047

A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Herzog House, LLC, for a Portion of Lot 1, Tallman Place Subdivision Filing No. 1

Department: Engineering and Public Works, Patrick Burke

I. CONTRACTS OVER \$100,000

1. CentralSquare PD CAD/RMS Contract Renewal

Amount: \$210,523.90

Contractor: CentralSquare (Tritech Software Systems)

Department: Police Department, Ron Combs

2. High Plains Trail-Segment 2 Final Design Contract Amendment

Amount: \$118,172 in addition to the original contract amount of \$75,172 for a revised total of \$193,344.

Contractor: Stanley Consultants, Inc.

Department: Parks, Recreation and Open Space, Brett Collins

3. 2023 Townwide Pavement Markings Long Line Project (CIP 23-010)

Amount: \$183,035

Contractor: RoadSafe Traffic Systems, Inc.

Department: Engineering and Public Works, Chris Hudson

J. PROCLAMATION - Public Works Week - May 21-27

Joshua Rivero moved to approve Consent Agenda Items 5A through 5J.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARING**RESOLUTION NO. 23-039****A Resolution to Readopt the Parks, Recreation and Open Space Master Plan, as a Part of the Parker 2035 Master Plan****Department: Parks, Recreation and Open Space, Mary Colton**

Mayor Toborg opened the public hearing at 7:13 p.m.

This item was for minor text updates to the Town of Parker Parks, Recreation & Open Space Master Plan 2018-2022 ('Plan') to remove the 2018-2022 date range on the cover. The Plan is a living document that is updated from time to time to reflect relevant regulatory and policy updates. The current Plan was adopted with a five-year date range of 2018-2022, although the Plan was intended to span 5 to 10 years. Due to the COVID-19 pandemic, many of the planned projects were delayed for two years as funding was put on hold pending the outcome of the financial impact on the Town. Upon evaluating the current Plan, staff has determined that the goals and strategic actions are still relevant and need to be completed before doing an update to the current master plan document, which is tentatively scheduled for 2026 in the 10-year Capital Improvement Plan.

Public Comments: None.

Mayor Toborg closed the public hearing at 7:17 p.m.

Brandi Wilks moved to approve Resolution No. 23-039.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

A. ORDINANCE NO. 1.577 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker

Department: Community Development, Randy Sale

This ordinance is to approve a Memorandum of Agreement with the Colorado Department of Labor and Employment, Division of Oil and Public Safety to allow the Town of Parker to

continue inspection services for elevators and escalators (conveyances) in residential and commercial buildings. This will allow the Town to provide a higher level of service to local applicants and property owners than the State can provide.

Public Comments: None.

Todd Hendreks moved to approve Ordinance No. 1.577 on second reading.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 1.578 – Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract A and Lot 1, Salisbury North Minor Development Plat, 1st Amendment

Department: Engineering and Public Works, Michael Grabczyk

This ordinance is to dedicate an easement to the Parker Water and Sanitation District over Town-owned property at Salisbury Park North. This easement is being requested for the relocation of sanitary sewer by the Town's Cherry Creek at Dransfeldt Road stream improvements project.

Public Comments: None.

Laura Hefta moved to approve Ordinance No. 1.578 on second reading.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 1.579 - Second Reading

A Bill for Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between CST Metro LLC and the Town of Parker for a Portion of Tract A, MacLachlan Subdivision Filing No. 1

Department: Engineering and Public Work, Alex Mestdagh

This ordinance is for approval of a Purchase and Sale Agreement between the Town and CST Metro, LLC for the purchase of right-of-way and temporary easements over portions of Tract A and Lot 8 of MacLachlan Subdivision Filing No. 1. These acquisitions are necessary to accommodate improvements associated with the Town's North Parker Road Operational Improvements Project.

Public Comments: None.

Todd Hendreks moved to approve Ordinance No. 1.579 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

D. ORDINANCE NO. 9.357 - Second Reading

A Bill for an Ordinance to Approve the Douglas County ARPA Beneficiary Agreement By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker

**Department: Police, Jim Tsurapas
Town Attorney, Kelsey Hall**

This ordinance is for approval of a Douglas County ARPA Beneficiary Agreement which will provide up to \$75,000 in reimbursement funds to the Town for the purchase of a second vehicle for the Community Response Team.

Public Comments: None.

Anne Barrington moved to approve Ordinance No. 9.357 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

E. ORDINANCE NO. 9.358 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement by and between the Douglas County Board of County Commissioners and the Town of Parker for the Expansion of the Community Response Team

**Department: Police, Jim Tsurapas
 Town Attorney, Kelsey Hall**

This ordinance is for approval of an Intergovernmental Agreement between the Town and Douglas County which would help expand the Community Response Team ("CRT"). It would allow for reimbursing the Town up to a maximum of \$167,880 for the salary of a second officer assigned to the CRT, along with related equipment and operating expenses.

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 9.358 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

RESOLUTION

A. RESOLUTION NO. 23-049

A Resolution to Exempt Certain Real Property Commonly Known as the Kings Point Way Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Amber Wood-Hicken

In 2019, the Town constructed Kings Point Way to connect Cottonwood Drive in the Crown Point Planned Development to the future Aurora Parkway in the City of Aurora. This resolution

would approve an Exemption Plat to subdivide excess right-of-way for Kings Point Way and convey it to the adjacent property owners, since the road has been developed, and the excess right-of-way is no longer needed.

Public Comments: None.

Todd Hendreks moved to approve Resolution No. 23-049.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000

Salisbury Park North Development-Professional Services Agreement for Design

Amount: \$3,249,457

Contractor: Hord Coplan Macht

Department: Parks, Recreation and Open Space, Brett Collins

This item is for award of a \$3,249,457 professional services agreement with Hord Coplan Macht for the design of Salisbury Park North. The Salisbury Park North Master Plan was developed through a public input process and approved by Town Council in 2014. The master plan provides various amenities, including multi-purpose soccer fields, multi-purpose ballfields, pickleball courts, tennis courts, play areas, picnic pavilions, restrooms, parking, landscape, and irrigation. The next step in developing and enhancing this essential regional park is to plan, design, and produce construction drawings to build the park.

Public Comments: None.

Brandi Wilks moved to approve the staff recommendation, as a part of the regular agenda.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 7:58 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: June 5, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 5.28.32 – First Reading**
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code to Conform to Recent Changes to State Law Regarding the Sale of Wine and Allowing for Administrative Approval of Temporary Sales Rooms
Department: Town Attorney, Kristin Hoffmann
Town Clerk, Chris Vanderpool
Second Reading: June 20, 2023

EXECUTIVE SUMMARY

This ordinance makes revisions to the Parker Municipal Code regarding liquor licensing matters related to Proposition 125 and administrative approval of temporary liquor sales rooms.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the February and March Special Licensing Authority meetings, the Licensing Authority made two recommendations to the Town Council for revisions to the Parker Municipal Code regarding liquor licensing matters.

The first recommendation of the Authority is to revise the Parker Municipal Code to conform to the language approved in November of 2022 by the statewide approval of Proposition 125. The effect of Proposition 125 was to automatically convert fermented malt beverage off-premise retail licenses to fermented malt beverage and wine retailer licenses (allowing the sale of wine by licensees that previously were only authorized to sell fermented malt beverages). The Authority is recommending a change to reference this new nomenclature of fermented malt beverage and wine retailer license, consistent with the new language originating from the approval of Proposition 125.

The second recommendation of the Authority is to add the approval of temporary liquor sales rooms to those categories of licensing functions that may be administratively approved by the Town Clerk's Office. Pursuant to state liquor regulation, an entity seeking approval of a temporary salesroom (which is a State of Colorado approval/permit) is still required to seek the consent of the local licensing authority.

However, this consent by the Town as the local licensing authority is limited to the following:

1. Whether the temporary sales room "...would impact traffic, noise, or other neighborhood concerns...";
2. Whether the temporary sales room would result in a violation of the Colorado liquor code or the laws of the local government; or
3. Issuance of the permit would violate local zoning laws.

The form provided for the Town's consideration merely contains a space for a "Licensing Authority Signature" that provides that the Town either objects or does not object to the temporary sales room. In addition, the time for seeking consent of a temporary sales room is ten (10) business days for events lasting three (3) consecutive days or less.

Therefore, the Authority recommends this category of permit be added to Section 5.02.180 of the Parker Municipal Code, allowing for administrative approval by the Town Clerk's Office. The authorization for administrative approval still allows the Town Clerk to place the matter on the agenda for Authority approval if the Town Clerk's Office has any concerns with the application.

This ordinance makes the above-recommended revisions to the Parker Municipal Code.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 5.28.32

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.32 on first reading and to schedule second reading for June 20, 2023, as part of the consent agenda.

ORDINANCE NO. 5.28.32, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE TO CONFORM TO RECENT CHANGES TO STATE LAW REGARDING THE SALE OF WINE AND ALLOWING FOR ADMINISTRATIVE APPROVAL OF TEMPORARY SALES ROOMS

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

Section 1. Section 5.02.180, Subsection (b), of the Parker Municipal Code is hereby amended by the addition thereto of a new Subsection (6) as follows:

5.02.180 Administrative approval of certain applications.

* * *

(b) The Town Clerk is further authorized to administratively approve the following applications:

* * *

(4) Communal outdoor dining area applications; ~~and~~

(5) Festival permits; and

(6) Temporary Liquor Sales Rooms.

Section 2. The preamble to Division 2 and Section 5.02.360, Subsections (a) and (b), of the Parker Municipal Code are hereby amended as follows:

Division 2

Fermented Malt Beverage and Wine Retailer License

5.02.360 Application required; filing.

(a) An application for a fermented malt beverage and wine retailer license shall be required for the following:

(1) Sales for consumption off the premises of the licensee; and

(2) Sales for consumption on the premises of the licensee;

(b) All new applications for fermented malt beverage and wine retailer licenses shall be filed, in duplicate, on forms made available by the office of the Secretary of the State, with the Town Clerk and shall be accompanied by the following:

* * *

Section 3. Section 5.02.370 of the Parker Municipal Code are hereby amended as follows:

5.02.370 Fee.

An application fee and a license fee in the amount authorized by the Colorado Department of Revenue of five hundred dollars (\$500.00) and a license fee of three dollars and seventy-five cents (\$3.75) shall be paid to the Town at the time of making an application for a fermented malt beverage and wine retailer license, and a renewal fee as authorized by the Colorado Department of Revenue of twenty-five dollars (\$25.00) shall also be imposed by the Town for renewals. This fee shall be used by the Town to defray the expenses incurred by the Town in investigating the applicant and conducting the hearing. In addition, the Town shall impose those fees authorized by the Colorado Department of Revenue a fee of seventy-five dollars (\$75.00) for the registration of a manager if the manager is different from the licensed person, and shall also impose a fee as authorized by the Colorado Department of Revenue of seventy-five dollars (\$75.00) for a change of managers in accordance with Section 5.02.365. No part of this fee shall be refundable to the applicant for any reason.

Section 4. Section 5.02.380, Subsection (a), of the Parker Municipal Code is hereby amended as follows:

5.02.380 Establishing neighborhood and public hearing dates.

(a) The Town Clerk shall cause the application for a fermented malt beverage and wine retailer license to be placed on the agenda of a Special Licensing Authority meeting to be held not less than four (4) days nor more than thirty (30) days after the Clerk has received the application. The date of presentation of the application to the Special Licensing Authority shall be deemed the date of filing of the application.

* * *

Section 5. Section 5.02.390, Subsections (a) and (c), of the Parker Municipal Code are hereby amended as follows:

5.02.390 Public notice.

(a) The applicant for a fermented malt beverage and wine retailer license shall cause to be posted and published a public notice of hearing thereon. The sign used for posting such notice shall be of cardboard material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters not less than one (1) inch in height and stating the type of license applied for, the date of the application, the date of hearing, the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the

application. If the applicant is a partnership, the sign shall contain the names and addresses of all partners. If the applicant is a corporation, association or other organization, the sign shall contain the names and addresses of the president, vice-president, secretary and manager or other managing officers.

* * *

(c) Where the building in which the fermented malt beverage and wine is to be sold is in existence at the time of the application for the license therefor, the sign shall be placed on the premises so as to be conspicuous and plainly visible to the general public from the exterior of the building. If the building is not in existence at the time of such application, the sign shall be posted upon the premises upon which the building is to be constructed in such manner that it shall be conspicuous and plainly visible to the general public.

Section 6. Section 5.02.400, Subsection (a), of the Parker Municipal Code is hereby amended as follows:

5.02.400 Investigation of applicant.

(a) The Police Department shall make an investigation of the applicant for a fermented malt beverage and wine retailer license, and, in the case of a corporation, the board of directors of the applicant, and, in the case of a partnership, the partners of the applicant. Such investigation shall include the fingerprinting and photographing of the applicant and the obtaining from the Colorado Bureau of Investigation a report on the applicant. A written report of the finding of such investigation shall be delivered by the Chief of Police to the Town Clerk at least ten (10) days prior to the hearing on the application.

* * *

Section 7. Section 5.02.410 of the Parker Municipal Code is hereby amended as follows:

5.02.410 Procedure at hearing.

The rules of procedure to be followed in the conducting of the public hearing upon an application for a fermented malt beverage and wine retailer license shall be established by the Special Licensing Authority.

Section 8. The first paragraph of Section 5.02.420 of the Parker Municipal Code is hereby amended as follows:

5.02.420 Considerations for approving or denying application.

Before entering any decision approving or denying the application for a fermented malt beverage and wine retailer license, the Special Licensing Authority shall consider the following:

* * *

Section 9. The first paragraph of Section 5.02.430 of the Parker Municipal Code is hereby amended as follows:

5.02.430 Approval or disapproval.

The decision of the Special Licensing Authority approving or disapproving the application for a fermented malt beverage **and wine retailer** license shall be in writing stating the reasons therefor and shall be issued within thirty (30) days after the date of the public hearing on the application. A copy of such decision shall be sent by mail to the applicant to the address shown in the application.

Section 10. Section 5.02.440 of the Parker Municipal Code is hereby amended as follows:

5.02.440 Business premises prerequisite.

In the case of buildings not yet in existence, where the Special Licensing Authority votes in favor of the issuance of a fermented malt beverage **and wine retailer** license, the license shall not be issued until the building in which the business is to be conducted is ready for occupancy, and then only after inspection of the premises has been made to determine that the applicant has complied substantially with the architect's drawings and plans and specifications submitted with the application for such license.

Section 11. Section 5.02.450 of the Parker Municipal Code is hereby amended as follows:

5.02.450 Change of location.

All of the procedures outlined in this Division shall be applicable to a change of location of an existing fermented malt beverage **and wine retailer** license.

Section 12. Section 5.02.460 of the Parker Municipal Code is hereby amended as follows:

5.02.460 Rehearing limitation.

No application for the issuance of fermented malt beverage **and wine retailer** license shall be considered by the Special Licensing Authority if an application for a similar type license has been denied for the same location within the two (2) years immediately preceding the date of such new application.

Section 13. Section 5.02.790, Subsection (a), of the Parker Municipal Code is hereby amended as follows:

5.02.790 Tastings authorized.

(a) Authorization. In accordance with Section 44-3-301(10)(a), C.R.S., the Town hereby authorizes "tastings," as that term is defined in Section 44-3-103(56), C.R.S., thereby allowing retail liquor store licensees, ~~and~~ liquor-licensed drug store licensees, and fermented malt beverage and wine retailer to conduct tastings subject to all of the limitations set forth in Section 44-3-301(10), C.R.S.

* * *

Section 14. 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 15. 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 16. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: June 5, 2023

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.260.1 – First Reading**
A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and the Town of Parker Regarding the Extension of the Existing E-470 Trail

Department: Parks, Recreation, and Open Space, Brett Collins

Second Reading: June 20, 2023

EXECUTIVE SUMMARY

The High Plains Trail project is a regional partnership between the Town of Parker, Douglas County, Arapahoe County, and the City of Aurora (The Partners Group) to design, construct and maintain a one-mile trail gap. The trail will connect the Cherry Creek Regional Trail to the High Plains Regional Trail at the Douglas/Arapahoe county line near Highway E-470 and East Cottonwood Drive. Please see the attached location map.

The E-470 Public Highway Authority is providing a portion of the funding to construct the High Plains Trail through an Intergovernmental Agreement (IGA) with the Town of Parker. On November 21, 2023, the current IGA will expire. The funding is still needed for the construction project, and staff recommends extending the IGA to December 31, 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Partners Group was formed to raise funding, plan, design, engineer and construct the High Plains Trail project. Project funding was committed by the Partners Group, Denver Regional Council of Governments, Great Outdoors Colorado, E-470 Highway Authority, and the City of Centennial.

The project is currently under construction and has extended past the initially anticipated completion date, but funding from all agencies is still needed to complete the project. The IGA between the Town and E-470 Highway Authority restricts the transfer of their funds to the project until it is entirely constructed. In order to secure the funds, the IGA needs to be amended to extend the time.

FINANCIAL IMPACT

The E-470 Authority originally committed \$438,000 to construct the High Plains Trail, which is held in an interest-bearing account and is now approximately \$483,205.16.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

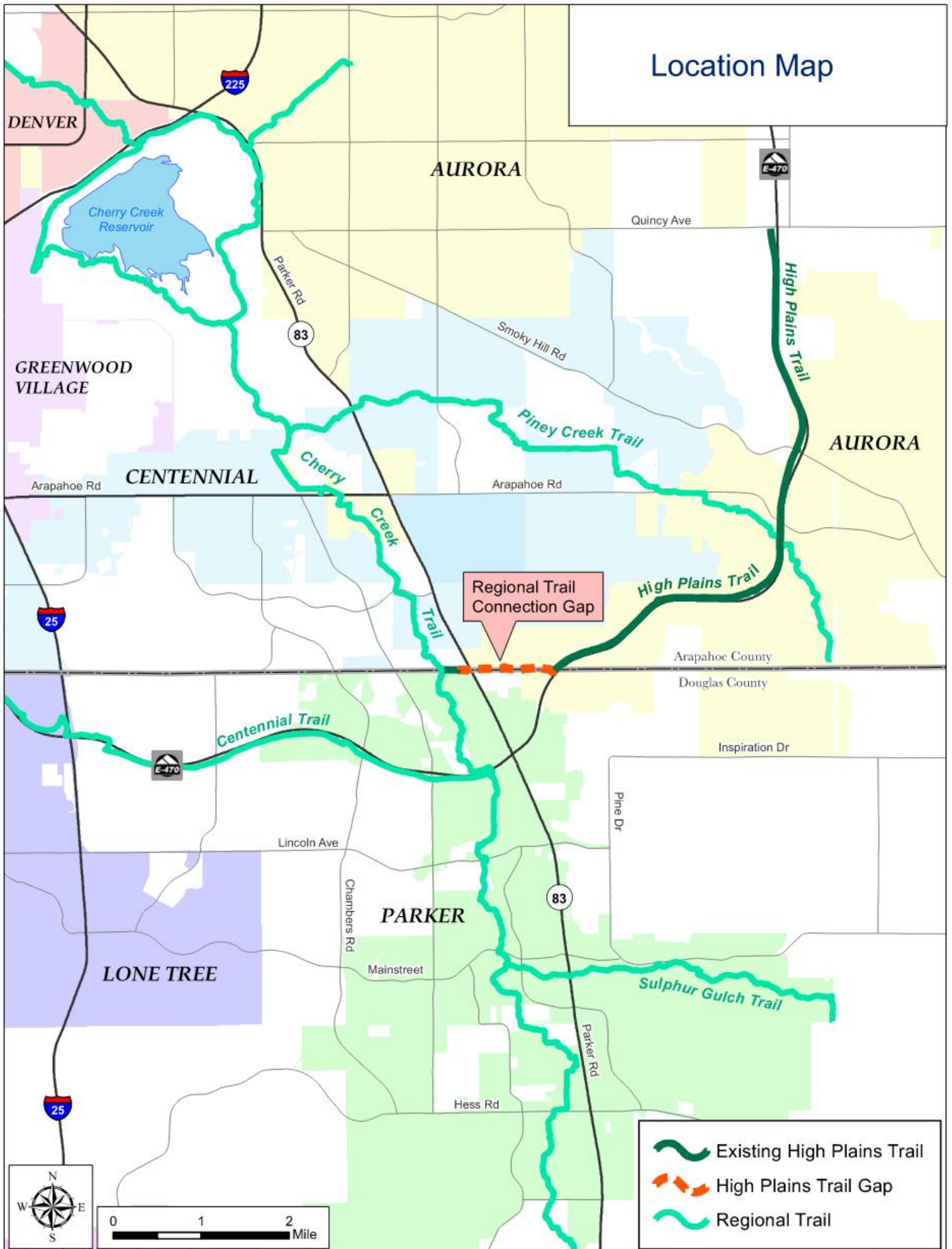
ATTACHMENTS

1. Location Map
2. Ordinance No. 9.260.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.260.1 on first reading and to schedule second reading for June 20, 2023, as part of the consent agenda.

Location Map



ORDINANCE NO. 9.260.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY AND THE TOWN OF PARKER REGARDING THE EXTENSION OF THE EXISTING E-470 TRAIL

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 the Intergovernmental Agreement by and between the E-470 Public Highway Authority and the Town of Parker Regarding the Extension of the Existing E-470 Trail, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY AND THE TOWN OF PARKER REGARDING THE EXTENSION OF THE EXISTING E-470 TRAIL

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the “First Amendment”) is made and entered into effective this _____ day of _____ 2023, by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “Authority”) and, the TOWN OF PARKER, a Colorado home rule municipality (the “Town”). The Authority and the Town may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Authority and the Town, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the Town and Authority are parties to that certain Intergovernmental Agreement Regarding the Extension of the Existing E-470 Trail, dated November 21, 2016, as extended by that certain Letter to Grant of Town of Parker Extension Request Per June 28, 2021 Letter, dated August 20, 2021, relating to the construction of portions of the recreational trail within the multi-use easement owned by the Authority from South Ireland Way to Cottonwood Drive (the “Agreement”); and

WHEREAS, in accordance with the Agreement, the Authority paid \$438,000 (the “Funds”) to be held by the Town in an interest-bearing account, to be returned on November 21, 2021, as extended to November 21, 2023, if certain Agreement conditions are not satisfied; and

WHEREAS, the Town has determined to undertake the design and construction of the privately owned portion of the recreational trail to ensure timely completion of the same; and

WHEREAS, to accommodate this additional work by the Town, the Town has requested that the Authority approve an additional extension of the term under the Agreement; and

WHEREAS, pursuant to Section VI.B. of the Agreement, the Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties; and

WHEREAS, the Parties desire to enter into this First Amendment to extend the term of the Agreement for an additional two (2) years, through December 31, 2025; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

AGREEMENT

1. **EXTENSION OF TERM.** Section I.C.5. of the Agreement, Authority Obligations, is hereby amended and restated in its entirety as follows:

5. The Construction Contribution shall be returned to the Authority, including any and all accrued interest (the “Funds”) by December 31, 2025 (the “Term”) if the conditions specified in Section (C)(2)(i) and (C)(2)(ii) have not been fulfilled.

2. **FULL FORCE AND EFFECT.** Except as expressly modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

3. **COUNTERPART EXECUTION.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page left intentionally blank. Signatures on following pages.]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first written above.

E-470 PUBLIC HIGHWAY AUTHORITY

By: _____
Its: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ and _____, as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

DEPARTMENT APPROVAL:

Director of Engineering and Roadway Maintenance

FINANCE APPROVAL:

Director of Finance

APPROVED AS TO FORM:
ICENOGL SEAVR POGUE
A Professional Corporation

General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: _____

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Kristin Hoffman, Town Attorney



Request for Town Council Action

Date: June 5, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.583 – First Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 3.1 Titled Town Council
Department: Town Attorney, Kelsey Hall
Second June 20, 2023
Reading:

EXECUTIVE SUMMARY

This ballot question would amend Section 3.1 of the Charter to enable Town Council to set fines and imprisonment by ordinance in accordance with the limits authorized by state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 3.1 of the Charter currently permits Town Council to enforce ordinances and regulations by ordaining fines up to \$1,000.00, imprisonment up to one (1) year, or both, for each offense. However, under a 2013 statutory amendment, a municipal court of record is authorized to impose a fine of up to \$2,650.00 (which was to be adjusted for inflation commencing on January 1, 2014) and imprisonment up to only 364 days. If approved, this Charter amendment would allow the Town's municipal court to operate consistently within the limits established by state law. The language of the amendment would enable Town Council to establish by ordinance the amount of fines and length of imprisonment that may be imposed by the municipal court, which would provide a greater ability to modify the same should state law change.

FINANCIAL IMPACT

\$45,000 has been appropriated for the 2023 election. The Douglas County Clerk and Recorder estimated that the total cost of the 2023 coordinated election is \$75,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.583

RECOMMENDED MOTION

I move to approve Ordinance No. 1.583 on first reading and to schedule second reading for June 20, 2023, as part of the consent agenda.

ORDINANCE NO. 1.583, Series of 2023

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 7, 2023, SPECIAL ELECTION TO AMEND TOWN OF PARKER HOME RULE CHARTER SECTION 3.1 TITLED TOWN COUNCIL

WHEREAS, the Town of Parker shall hold a special election on November 7, 2023; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 7, 2023, special election of the Town of Parker for consideration by the registered electors:

QUESTION 1.

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 3.1 Town Council, as follows?

Section 3.1 Town Council

The Council shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health, safety, welfare and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the Town and the inhabitants thereof; to enforce ordinances and regulations, by ordaining fines, ~~not exceeding one thousand (\$1000) dollars~~ or imprisonment, or both fine and imprisonment ~~not exceeding one (1) year~~ for each and every offense, **with such fines and length of imprisonment to be established by ordinance**; to provide for the granting of probation and the conditional suspension of sentences by the Municipal Court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the Town as it deems proper and advisable. No enumeration or particular powers granted to the Council shall be construed to impair any general grant of power herein contained or granted by the State Constitution, nor to limit any such grant of powers of the same class or classes as those so enumerated.

YES _____ NO _____

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: June 5, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.584 – First Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 4.6 Titled Departments Created
Department: Town Attorney, Kelsey Hall
Second June 20, 2023
Reading:

EXECUTIVE SUMMARY

This ballot question would amend Section 4.6 of the Charter to clean up the language for consistency with the 2019 amendment to Section 15.19 of the Charter, which authorized the Town Manager to prepare the Personnel Manual for the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 4.6 of the Charter currently provides that the Town Council may provide for the manner in which the department heads supervise, control, and discipline employees of departments created by the Charter or by ordinance. However, in 2019, the voters approved an amendment to Section 15.19 of the Charter, which now allows the Town Manager to prepare the Personnel Manual for the Town instead of Council. If approved, this Charter amendment would ensure consistency with the amended Section 15.19.

FINANCIAL IMPACT

\$45,000 has been appropriated for the 2023 election. The Douglas County Clerk and Recorder estimated that the total cost of the 2023 coordinated election is \$75,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.582

RECOMMENDED MOTION

I move to approve Ordinance No. 1.584 on first reading and to schedule second reading for June 20, 2023, as part of the consent agenda.

ORDINANCE NO. 1.584, Series of 2023

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 7, 2023, SPECIAL ELECTION TO AMEND TOWN OF PARKER HOME RULE CHARTER SECTION 4.6 TITLED DEPARTMENTS CREATED

WHEREAS, the Town of Parker shall hold a special election on November 7, 2023; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 7, 2023, special election of the Town of Parker for consideration by the registered electors:

QUESTION 2.

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 4.6 Departments Created, as follows?

Section 4.6 Departments Created.

The administrative functions of the Town may be performed by including but not limited to the following departments: Water and Sanitation, Fire, Streets, Police, Finance, Executive, Parks and such other departments as are or may be established by this Charter or by ordinances of the Town. The Town, within a reasonable time, shall provide policies and procedures for such departments created. The Council may by ordinance create, consolidate or merge any of the departments, whether set forth in the Charter or created by ordinance, in order to achieve more efficient operation or administration. All departments of the Town, except as otherwise provided in this Charter, shall be under the supervision and control of the Town Administrator. ~~The Council may by ordinance or personnel regulations provide for the manner in which the department heads supervise, control and discipline employees of departments that are created by this Charter or by ordinance.~~

YES _____ NO _____

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: June 5, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.585 – First Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 8.3, Entitled Department of Police, Subsection c., Concerning the Oath of Office
Department: Town Attorney, Kelsey Hall
Second Reading: June 20, 2023

EXECUTIVE SUMMARY

This ballot question would amend Section 8.3 of the Charter to authorize the Chief of Police to administer the required oath or affirmation to new police officers.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 8.3 of the Charter requires new police officers to take an oath or affirmation before the Town Clerk or a judge that they will support the Constitution and the laws of the United States, the State of Colorado, the Charter, and the Town's ordinances, and will faithfully perform the duties of the office upon which the officer is about to enter. If approved, this Charter Amendment would additionally authorize the Chief of Police to administer the oath.

FINANCIAL IMPACT

\$45,000 has been appropriated for the 2023 election. The Douglas County Clerk and Recorder estimated that the total cost of the 2023 coordinated election is \$75,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.585

RECOMMENDED MOTION

I move to approve Ordinance No. 1.585 on first reading and to schedule second reading for June 20, 2023, as part of the consent agenda.

ORDINANCE NO. 1.585, Series of 2023

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 7, 2023, SPECIAL ELECTION TO AMEND TOWN OF PARKER HOME RULE CHARTER SECTION 8.3, ENTITLED DEPARTMENT OF POLICE, SUBSECTION c., CONCERNING THE OATH OF OFFICE

WHEREAS, the Town of Parker shall hold a special election on November 7, 2023; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 7, 2023, special election of the Town of Parker for consideration by the registered electors:

QUESTION 3.

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 8.3 Department of Police, Subsection c., as follows?

Section 8.3 Department of Police.

* * *

c. Before entering upon the duties of ~~his~~ the office of police officer for the Town of Parker, every police officer, ~~including the Chief of Police~~ shall take and subscribe before a judge, ~~or~~ the Town Clerk, or the Chief of Police, an oath or affirmation that the officer ~~he~~ will support the Constitution and the laws of the United States and of the State of Colorado, the Charter and ordinances of the Town, and will faithfully perform the duties of the office upon which ~~he~~ the officer is about to enter. Before entering upon the duties of the office of the Chief of Police, such individual shall take and subscribe before a judge or the Town Clerk, an oath or affirmation that the individual will support the Constitution and the laws of the United States and of the State of Colorado, the Charter and ordinances of the Town, and will faithfully perform the duties of the office of the Chief of Police.

YES _____ NO _____

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: June 5, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.586 – First Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 7, 2023, Special Election to Amend Town of Parker Home Rule Charter Section 15.7 Titled Bequests, Gifts and Donations
Department: Town Attorney, Kelsey Hall
Second June 20, 2023
Reading:

EXECUTIVE SUMMARY

This ballot question would amend Section 15.7 of the Charter to authorize Town Council to delegate its authority to receive or refuse gifts and donations and to make donations of personal property on behalf of the Town by ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 15.7 of the Charter authorizes Town Council to receive or refuse bequests, gifts, and donations of all kinds of property, and to make gifts or donations on behalf of the Town. As the Town has grown, it more frequently has instances of individuals who would like to make donations of personal property to the Town, in particular artwork. Additionally, the Town occasionally replaces personal property, such as chairs or office furniture, which do not have sufficient value to be auctioned or sold, but which could be donated to local organizations with a need for such property. If approved, this Charter amendment would give Town Council the ability to determine if there are circumstances when it is in the best interests of the Town to delegate Council's authority to receive or make gifts, and to pass an ordinance setting forth the specific delegation and parameters. This could help the Town more efficiently manage donations of artwork, for example, or of excess personal property.

FINANCIAL IMPACT

\$45,000 has been appropriated for the 2023 election. The Douglas County Clerk and Recorder estimated that the total cost of the 2023 coordinated election is \$75,000.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Ordinance No. 1.586

RECOMMENDED MOTION

I move to approve Ordinance No. 1.586 on first reading and to schedule second reading for June 20, 2023, as part of the consent agenda.

ORDINANCE NO. 1.586, Series of 2023

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 7, 2023, SPECIAL ELECTION TO AMEND TOWN OF PARKER HOME RULE CHARTER SECTION 15.7 TITLED BEQUESTS, GIFTS AND DONATIONS

WHEREAS, the Town of Parker shall hold a special election on November 7, 2023; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 7, 2023, special election of the Town of Parker for consideration by the registered electors:

QUESTION 4.

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 15.7 Bequests, Gifts and Donations, as follows?

Section 15.7 Bequests, Gifts and Donations.

The Council, on behalf of the Town, may receive or refuse bequests, gifts and donations of all kinds or property in fee simple or in trust, for public, charitable or other purposes, and do all things and acts necessary to carry out the purposes of such bequests, gifts and donations, with the power to manage, lease, sell or otherwise dispose of the same in accordance with the terms of the bequests, gifts or trust. Council may delegate the responsibility for such bequests, gifts and donations to such persons as the Council may deem advisable.

The Council shall provide in each annual budget for the amount, if any, of money and Council may have available to donate for public charitable or other purposes. Any gift or donation the Council, on behalf of the Town, may make shall be by ordinance.

The Council may, by ordinance, delegate its authority, in whole or in part, to receive or refuse bequests, gifts and donations, including the power to manage, lease, sell or otherwise dispose of the same, and to make gifts or donations of personal property on behalf of the Town.

YES _____ NO _____

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: June 5, 2023

Submitted By: Michael Walton, Deputy Traffic Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-048**
A Resolution Accepting the Conveyance of a Drainage Easement from NexGen Westcreek Holdings, LLC, for a Portion of Lot 2, Block 2, Westcreek Filing No. 2 First Amendment

Department: Engineering and Public Works, Michael Walton

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement covering offsite drainage improvements proposed with the site plan for Westcreek Filing No. 2 Second Amendment. The offsite drainage easement falls over a portion of Lot 2 Block 2 Westcreek Filing No. 2 First Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over all storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for Westcreek Filing No. 2 Second Amendment. This site plan requires offsite drainage infrastructure located on the adjacent lot in order to convey stormwater runoff to an existing detention pond. The proposed developer has negotiated and obtained a drainage easement from the owner of the adjacent property to cover this infrastructure. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed within the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 23-048

RECOMMENDED MOTION

I move to approve Resolution No. 23-048, as part of the consent agenda.

Drainage Easement Vicinity Map



RESOLUTION NO. 23-048, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NEXGEN WESTCREEK HOLDINGS, LLC, FOR A PORTION OF LOT 2, BLOCK 2, WESTCREEK FILING NO. 2 FIRST AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

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 the maintenance of a drainage pipe and appurtenant drainage facilities from NexGen Westcreek Holdings, LLC, for a Portion of Lot 2, Block 2, Westcreek Filing No. 2 First Amendment, as provided in the Drainage 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 _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NexGen Westcreek Holdings, LLC, a Colorado limited liability company having an address of 5251 DTC Parkway, Suite 800, 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").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately-owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and (i) the Grantee fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property identified on **Exhibit A**. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. 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.

b. 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 or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: NEXGEN WESTCREEK HOLDINGS, LLC

Travis McNeil
Travis McNeil, President

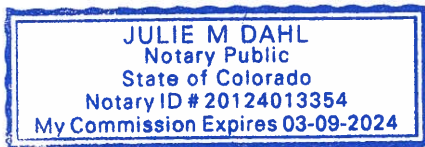
STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 24th day of April, 2023, by Travis McNeil, as President of NexGen Westcreek Holdings, LLC.

My commission expires: 3/1/2024

(S E A L)

Julie M Dahl
Notary Public



GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A



J·R ENGINEERING

DRAINAGE EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 2, WESTCREEK FILING NO. 2 FIRST AMENDMENT RECORDED UNDER RECEPTION NO. 2011003795 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23516 2004" IN A RANGE BOX AND AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP STAMPED "LS 22561 2008", BEARING N00°09'59"W AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S10°17'57"W A DISTANCE OF 1,208.19 FEET, TO A POINT ON THE WESTERLY LINE OF THAT 50' DRAINAGE AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 2008047702 AND 50' NON-EXCLUSIVE EASEMENT RECORDED UNDER RECEPTION NO. 2008070598 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE WESTERLY LINE OF SAID EASEMENT, S16°43'54"E A DISTANCE OF 82.31 FEET;

THENCE DEPARTING SAID WESTERLY EASEMENT LINE, N28°47'46"W A DISTANCE OF 84.17 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID EASEMENT;

THENCE ON SAID SOUTHERLY EASEMENT LINE, N73°16'06"E A DISTANCE OF 17.59 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 724 SQUARE FEET OR 0.0166 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, ROBERT B. MICHELSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

ROBERT B. MICHELSON, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 30109
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

POINT OF COMMENCEMENT

NE COR. SEC. 9

T.6S, R.66W, 6TH P.M.

RECOVERED 2.5" ALUMINUM CAP
STAMPED "LS 23516 2004"
IN RANGE BOX, 0.25' DOWN

S10°17'57"W
1208.19'

50' DRAINAGE &
UTILITY EASEMENT
REC. NO. 2008047702
& 50' NON-EXCLUSIVE EASEMENT
REC. NO. 2008070598

10' ELECTRIC EASEMENT
REC. NO. 2008071811

NE1/4, SEC. 9,
T6S, R66W, 6TH P.M.

LOT 2,
BLOCK 2

WESTCREEK FILING NO. 2
FIRST AMENDMENT
REC. NO. 2011003795

50' DRAINAGE &
UTILITY EASEMENT
REC. NO. 2008047702
& 50' NON-EXCLUSIVE EASEMENT
REC. NO. 2008070598

POINT OF
BEGINNING

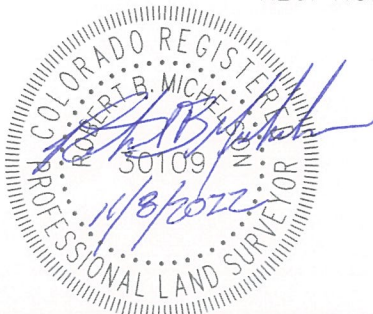
LOT 3,
BLOCK 2

24' ACCESS EASEMENT
REC. NO. 2011003795

BASIS OF BEARINGS
E. LINE, NE1/4, SEC. 9,
T6S, R66W, 6TH P.M.

N00°39'59"W 2669.26'

N28°47'46"W 84.17'
S19°43'34"E 82.31'



30 15 0 30

ORIGINAL SCALE: 1" = 30'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

DRAINAGE EASEMENT
FURNITURE ROW
PROJECT NO.: 16074.00
DATE: 11/8/2022

SHEET: 2 OF 2



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com



Request for Town Council Action

Date: June 5, 2023
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: **CANCEL THE JULY 3, 2023 TOWN COUNCIL MEETING AND
RESCHEDULE THE MEETING FOR JULY 10, 2023**
Department: Town Council

EXECUTIVE SUMMARY

The purpose of this agenda item is to cancel the July 3, 2023, regular Town Council meeting and reschedule that meeting for July 10, 2023.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Monday, July 3, 2023, is not available due to extended holiday time taken by Town Councilmembers and Town staff, and Tuesday, July 4, Town Hall will be closed. As a result, the Town Council desires to cancel the July 3, 2023, regular Town Council meeting and reschedule this meeting for Monday, July 10, 2023.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 5, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Fleet Replacement Parks Equipment**
Amount: **\$120,000**
Contractor: **Front Range Kubota**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

Public Works and Engineering is requesting Town Council approval to proceed with the purchase of replacement equipment identified as prime candidates in the 2023 fiscal cycle. The equipment identified for replacement includes two (2) tractors and one (1) mower. These pieces of equipment are included in an awarded contract with Kubota through Sourcwell (Contract #2571818). All three pieces identified meet the criteria for replacement, and funding is included in the established 2023 fiscal year. Additionally, the request includes approximately \$20,000 in funding capacity with this vendor for parts and services for repairs to the fleet.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations. The equipment and services included in this request are based on pricing obtained through the Sourcwell Cooperative platform and meet the policy provisions.

The three pieces of replacement equipment include:

- 1998 New Holland Tractor
- 2002 John Deere Tractor
- 2016 Kubota Mower.

All three of these pieces of equipment were evaluated based on their life expectancy, repair and maintenance impact, and overall condition. Two of these units are in excess of twenty (20) years old. Fleet Maintenance has determined and recommends that these units be replaced per the Town's Fleet Replacement Guidelines.

FINANCIAL IMPACT

These replacements are included as part of the 2023 fiscal year budget. No additional impacts are anticipated.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 5, 2023

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2023 Townwide Roadway Reconstruction Program (CIP23-005-CI)
Contract Modification**

Amount: **\$412,236.23 Addition for a Revised Contract
Amount of \$1,375,498.33**

Contractor: **RME Ltd., Inc., dba Elite Surface Infrastructure**

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

EXECUTIVE SUMMARY

This item is to approve a contract modification with RME Ltd., Inc., dba Elite Surface Infrastructure for the 2023 Townwide Roadway Reconstruction Program (CIP23-005-CI) in the amount of \$412,236.23, for a revised contract amount of \$1,375,498.33.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town competitively bid and awarded the 2023 Townwide Roadway Reconstruction Program in March. The work includes, but is not limited to, removal and reconstruction of existing concrete pavement on Keyser Creek Avenue from Red Rosa Circle (south) to Motsenbocker Road. Prior to project design and competitive bidding, a geotechnical report was completed to determine the subsurface conditions. The geotechnical report identified twelve (12) inches of chemically treated subgrade (CTS) beneath the existing concrete pavement. That CTS layer was to serve as the pavement subgrade for the reconstruction. However, once the existing pavement was removed, it was discovered that the underlying soils were not substantial enough to support construction activities needed for the new roadway section, and modifications are required for the subgrade preparation. The proposed changes include excavating approximately twelve (12) inches of existing subgrade and placement of subgrade reinforcing geogrid and twelve (12) inches of aggregate base course below the planned replacement asphalt pavement section which is consistent with past annual roadway reconstruction projects.

In addition, staff thought it would be prudent to move forward with adding a section of milling and replacement of hot mix asphalt pavement north of the original project limit, roughly to the north leg of Red Rosa Circle. It would be less disruptive to the traveling public to complete this needed work now in conjunction with the original project. This work will involve asphalt patching, milling two (2) inches of the existing asphalt roadway pavement, and placement of new hot mix asphalt pavement.

The additional work for the subgrade preparation is being proposed to be funded by the annual roadway reconstruction project funding in the Highway and Streets Capital Project Fund. The additional work for the asphalt roadway overlay is being proposed to be funded by the Town's annual roadway repair & maintenance (R&M) budget contained in the Engineering/Public Work Department - Streets Division. Due to the overall added project scope, fourteen (14) additional days will be added to the contract's completion date.

FINANCIAL IMPACT

Funding for this has been appropriated in the Highway and Streets Capital Projects Fund (301-4310) and the Engineering/Public Works - Street Division General Fund (101-4310).

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 5, 2023
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **Cherry Creek Improvements – CORE Electric Relocation (Phase 2)**
Amount: **\$226,154**
Contractor: **CORE Electric Cooperative**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This agenda item is for the approval of a contract with CORE Electric Cooperative, formerly IREA (CORE) to convert existing overhead powerlines to an underground configuration related to the proposed Dransfeldt Road extension project and the Cherry Creek channel improvements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently underway with the final design phase of the Dransfeldt Road extension project that will cross Cherry Creek. This project will construct a new roadway between the Twenty Mile Road/Dransfeldt Road intersection that will connect to Motsenbocker Road south of Cherry Creek on the Town-owned property known as Salisbury Park North. In addition to the proposed roadway improvements, the design is nearing completion for proposed joint Town/Mile High Flood District improvements to the Cherry Creek channel in the area.

There are existing overhead CORE powerlines in the area. To accommodate the proposed roadway and channel improvements, the decision was made to convert the existing overhead powerlines to an underground configuration versus simply moving them and remaining overhead. The conversion process for this project is being handled in three (3) steps/phases to support the proposed Cherry Creek channel improvements and the proposed Dransfeldt Road extension roadway improvements. The first phase was related to moving some existing poles for the needed sanitary sewer relocation to commence and cost \$22,504. This contract is for the second phase and consists of boring a section of existing overhead powerline under Cherry Creek to allow for the channel improvements to be completed. This phase will also temporarily remove a section of overhead powerlines that is in conflict with the proposed Dransfeldt Road extension roadway embankment. A future third phase will complete the underground conversion work in the area and will come to the Town Council for approval. This conversion project will also support the proposed Salisbury Park North improvements. These overhead power lines are owned by CORE and work affecting them must be completed by CORE. CORE provided the design and cost estimate for the work and intends to subcontract to one of their approved

contractors. This phase will support the proposed Cherry Creek channel improvements and the proposed Dransfeldt Road extension roadway improvements.

FINANCIAL IMPACT

Funding for this work is generated by the Town of Parker's franchise agreement with CORE/IREA.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 5, 2023

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

Reviewed By: Michelle Kivela, Town Manager

Title: **SALISBURY EQUESTRIAN PARK LOT 1 - REGIONAL
FILTRATION ANNEX SITE PLAN AMENDMENT**

Applicant: Parker Water and Sanitation District

Location: East side of Salisbury Park

Department: Community Development, Julia Duncan

TRAKiT No.: SP23-001

EXECUTIVE SUMMARY

The applicant, Parker Water and Sanitation District (PWSD), is proposing to construct a Regional Filtration Annex in the Town's Salisbury Equestrian Park.

The Town Council shall consider the following factors when reviewing the site plan application:

1. **Consistency with the Land Development Ordinance (LDO) and other development standards established by the Town.** The proposed site plan complies with the LDO, Stormwater Drainage and Environmental Criteria Manual and the Roadway Design and Construction Criteria Manual and other applicable development standards.
2. **Consistency with the applicable zoning standards for the site.** The proposed site plan is consistent with the applicable zoning.
3. **Consistency with the Development Design Standards.** The proposed site plan is consistent with the Development Design Standards.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is owned by the Town and was annexed in 1984. The property is one of five (5) properties that make up the Salisbury Equestrian Park which is the Town's largest regional park. It is bordered to the north by the KOA tower property; to the south by housing on large lots; to the east by Cherry Creek and Parker Road; and to the west by the Horseshoe Ridge and Salisbury Heights neighborhoods. The property is zoned PF - Public Facility and the zoning permits public water and sewer facilities.

The proposed PWSD Regional Filtration Annex is to be located within the Salisbury Equestrian

Park to the south of their existing facility. The Annex will be located on land owned by the Town within an easement(s) that PWSD holds allowing them to operate public water and sewer facilities in the Park. The PWSD proposal requires Town Council approval of a site plan amendment because it would be located on Town-owned land within the Park. The PWSD proposal for a Regional Filtration Annex can be summarized as follows:

- The Filtration Annex would improve drinking water quality through water treatment and filtration.
- The Filtration Annex building would be constructed adjacent to the existing Regional Well House.
- The Filtration Annex project includes the Annex building, underground pipes connecting the existing Well House and Annex and an underground sanitary sewer pipeline connecting to the existing Salisbury Equestrian Park sanitary sewer line to the southeast of the existing Well House.
- The Filtration Annex project will relocate existing raw water lines to the Well House to make way for the Annex construction.
- The Filtration Annex does not provide storage for chemicals or hazardous materials.

Related, the Town approved the PWSD Use by Special Review (Utilities) application #Z23-001 on March 16, 2023 for the underground water and sewer pipeline routing necessary to support the Regional Filtration Annex project. This site plan amendment application will address the balance of the project and the building, equipment and other improvements necessary for its development.

The proposed PWSD Regional Filtration Annex project is located within a large Town-owned regional park in the Medium Density Residential Character Area of the *Parker 2035 Master Plan*. The proposed project is consistent with the land use recommendations of the Master Plan. The Planning Commission held a public hearing for the site plan amendment on May 11, 2023 and voted 7-0 to recommend that the Town Council approve the application.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Planning Commission Staff Report - SP23-001
2. Vicinity Map
3. SP23-001 Site Plan Regional Filtration Annex

RECOMMENDED MOTION

I move to approve the Salisbury Equestrian Park Lot 1 - Regional Filtration Annex Site Plan Amendment based on staff findings.



Planning Commission Staff Report

Planning Commission Date: 5/11/2023

Town Council Date: 6/5/2023

Hearing Type: **Public Hearing**
Salisbury Equestrian Park Lot 1 - Regional Filtration Annex Site Plan Amendment
SP23-001

Location: The site is located on the east side of Salisbury Park.

Project Planner: Julia Duncan, Associate Planner

Applicant: The Town of Parker

Executive Summary: The applicant, Parker Water and Sanitation, is proposing a regional filtration annex building and facility.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Salisbury Equestrian Park Lot 1 - Regional Filtration Annex Site Plan Amendment."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Salisbury Equestrian Park Lot 1 - Regional Filtration Annex Site Plan Amendment subject to the following conditions:"
-List conditions

"I move the Planning Commission recommend Town Council deny the Salisbury Equestrian Park Lot 1 - Regional Filtration Annex Site Plan Amendment as the request does not meet the following approval criteria:"
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Salisbury Equestrian Park Lot 1 - Regional Filtration Annex Site Plan Amendment to a future date."

I. BACKGROUND/DISCUSSION

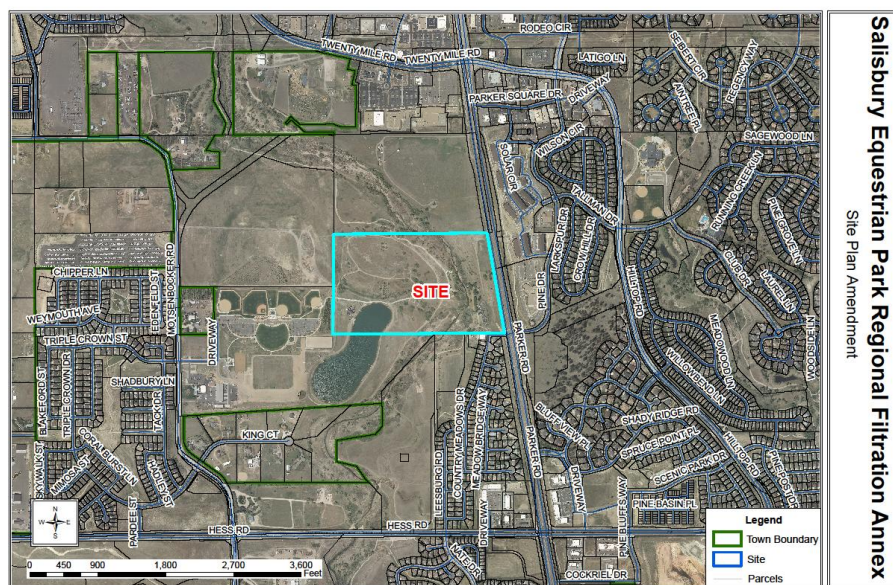
The subject property was annexed into the Town in 1984. The Town owned property is one of five properties that make up the Salisbury Equestrian Park and is bounded on the north by an undeveloped lot with the KOA tower, to the east by Parker Road, and to the west and south by other Salisbury Equestrian Park parcels. The proposed Filtration Annex would be within Salisbury Equestrian Park and located to the south of the existing Parker Water Sanitation District facility. This project occurs on land owned by the Town of Parker and on easement(s) granted to the Parker Water and Sanitation District.

Site Plan Amendments are typically administrative approvals, this proposal requires Planning Commission recommendation and Town Council approval because the improvements are proposed on Town owned property.

PWSD is constructing a Filtration Annex building adjacent to the existing Regional Well House. The Filtration Annex would further improve drinking water quality through water treatment and filtration. The Project includes the Annex building, underground piping connections to and from the existing well house and Annex, and an underground sanitary sewer pipeline connection to the nearby and existing Salisbury sanitary sewer line to the southeast of the existing well house. Existing raw water lines to the well house are being relocated for the Annex construction. The Annex does not provide storage for any chemicals or hazardous materials. An associated Use by Special Review – Public Utilities, Z23-001. The UBSR portion of this project reviewed the underground utility and sanitary sewer pipeline routing and was approved on March 16, 2023. The site plan amendment portion of this project addresses the balance of the work, primarily constructing the above grade Filtration Annex building.

The parcel's current zoning is Public Facility, and the site is located within the Medium Density Residential Character Area of the *Parker 2035 Master Plan*.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1984	Parcel was annexed as part of the Villages of Parker IX Annexation
1984	Villages of Parker I-IX Development Guide Adopted
2004	Rezone to Public Facilities
2007-2017	Site Plan Approvals for Salisbury Equestrian Park
2007	
2008	UBSR- 08001: Below Ground Vault for Well
2019	UBSR – Z19-009: Public Utilities Parker Water & Sanitation District 20"/24" Waterline

III. CURRENT SITE DATA

Existing Zoning	Public Facilities District		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Medium Density Residential		
Site Acreage	2.59 acres with 4,670.46 sq. ft. building		
Subdivision	Salisbury Equestrian Park		
Existing Use	Park/Regional Well House		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	A - Agricultural District	Undeveloped/KOA Tower
South	Medium Density Residential	Public Facilities District	Salisbury Equestrian Park
East	Medium Density Residential	Public Facilities District	Salisbury Equestrian Park/Parker Road
West	Medium Density Residential	Public Facilities District	Salisbury Equestrian Park

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	<u>Neighborhoods:</u> Neighborhoods serve as the primary building blocks of our community and focus on a range of mostly residential classifications, with an emphasis on single-family detached homes. Other community assets such as places of worship, schools and parks, are allowed within our neighborhoods. The Salisbury Equestrian Park serves the greater Parker community as a regional park and houses PWSD Public Facilities that treat drinking water.

	<u>Medium Density Residential:</u> The Medium Density Residential Character Area will consist of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.G Public Services and Facilities 1.G
Staff Analysis	Public services and facilities represent the public's investment in the design, development and delivery of services and programs to the community. These services and facilities are also an investment in our future ability to serve our growing population. Parker Water and Sanitation District provides service for the District residents. Parker Water and Sanitation District is the largest of the Water District serving Town residents. The District also serves many areas outside of the Town. The District has planned for and has the capacity to provide water services to the District's expected population growth through the 'ultimate' build out as described in their 2005 Water and Sewer Master Plan. PWSD is constructing a Filtration Annex building adjacent to their existing Regional Well House to further improve drinking water quality for the community. The proposed Filtration Annex is consistent with the architectural character of the existing Regional Well House and also fulfills the Town's Development Design Criteria. The proposed site amendment to the property is consistent with the Town's Master Plan and the referenced Master Plan Goals and Strategies for Public Services and Facilities.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	The setback shall be a minimum of twenty-five (25) feet when adjoining a residential district.	Building is located greater than 25' from the nearest residential district	☒ Consistent ☐ Inconsistent N/A

Density	None	No residential is proposed as part of this application.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	None	28.33'	☒ Consistent ☐ Inconsistent N/A
Lot Size	None	112,963.70 sf	☒ Consistent ☐ Inconsistent N/A
Landscaping	Title 13.06.070	This Site Plan includes enhancements to the perimeter landscape screening both the existing and proposed structures from publicly viewable areas, as well as a tree mitigation plan.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	0	0	☒ Consistent ☐ Inconsistent N/A
Staff Analysis	The proposed Site Plan Amendment is consistent with the requirements outlined within the Public Facilities zoning district.		

VI. DESIGN REVIEW

This Site Plan includes enhancements to the site perimeter landscape, a tree mitigation plan, and architectural features to the proposed filtration annex that complement the existing building. The continuity between the existing design with the new proposal and the site perimeter landscaping will help keep the visibility of these buildings to a minimum. Three different stone types are used to break up vertical massing. Awnings have been added over entries to extenuate design and achieve compliance with the Town's Development Design Standards. Due to the nature of the filtration process clerestory windows have been added on the public facing facades to contribute to the elevated design of the structure.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Vehicular access to the site is from the west or south. Existing well house vehicular access remains unchanged. A 24' asphalt access driveway has been designed to accommodate a SU-40 delivery truck and a SM Fire E-ONE HP95 mid mount firetruck. For the new filtration annex, an additional flat asphalt area was added for parking and unloading of vehicles. Two new manual gates have been added to the site, each equipped with a fork gate latch with a hole for a Knox brand padlock for South Metro Fire Rescue access.

There will be no additional traffic impact. This facility is not visited by or open to the public. There are no proposed changes in operations and maintenance traffic is required to integrate the Annex with the existing wellhouse. PWSD currently plows the access road to

the existing well house and will continue to provide access maintenance to the well house and Filtration Annex complex during snow events.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Building 20	Advisory Comment - Retaining walls greater than 4' from base of footing or bottom course requires separate building permits and plans must be stamped by qualified professional. Tiered/staggered/stepped back retaining walls all require permits no matter the height of individual wall.
Centurylink Communications	No Comment
Comcast	No comment
Construction Plans - Environmental	Approved
Construction Plans - Civil	Completed
Douglas County Assessor	No comment
Douglas County Planning	No comment
Douglas County Engineering	No comment
Douglas County School District	No comment
Drainage Report	Completed
Floodplain Development Plan	Advisory Comments: Please evaluate whether any work is proposed within the 100-year floodplain. If it is, a Floodplain Development Permit application should be provided to Engineering along with a "No-Rise" statement confirming that any minor grading within the floodplain will not cause a rise.
Fire Life Safety	Approved
IREA/CORE	Approved
Parker Water and Sanitation	Approved
Plat - Civil	Completed
Police	No comment
PSCO Residential Subdivisions	No comment
Public Service Company of Colorado	Approved
Site Plan - Civil	Completed
Site Plan - Stormwater	Completed
South Metro Fire	No comment

Traffic Impact Study	Completed
Urban Drainage and Flood Control	No comment

IX. CONCLUSION

Staff has reviewed the site plan amendment and has determined that it meets the Town's Master Plan, Development Design Standards, as well as all criteria outlined in the LDO. Based on this information, staff recommends Planning Commission recommend that Town Council approve the site plan amendment.

X. RECOMMENDED CONDITIONS

None

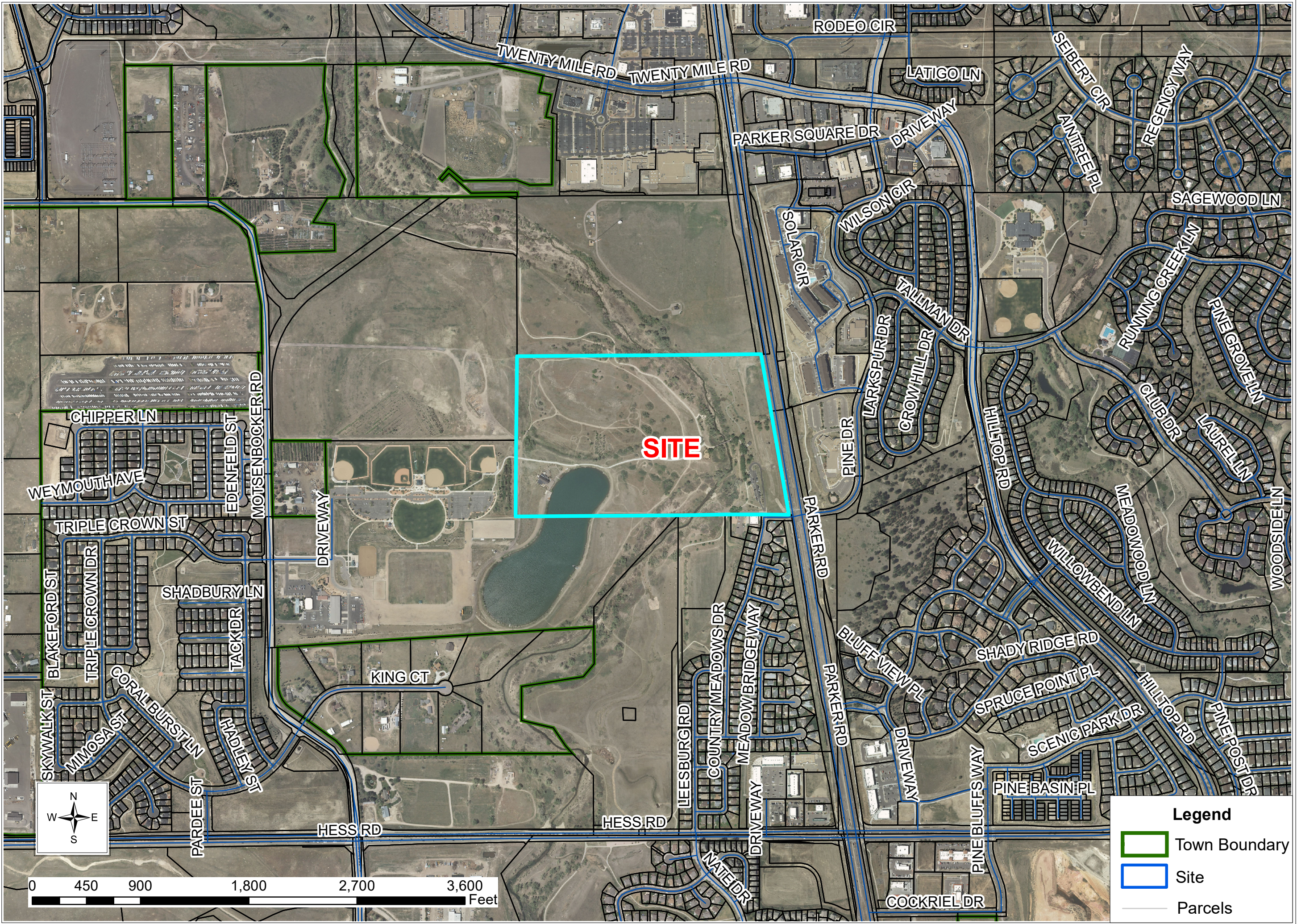
XI. ATTACHMENTS

1. Vicinity Map
2. Site Plan

Report Approved By: Bryce Matthews, Assistant Director-Planning

Salisbury Equestrian Park Regional Filtration Annex

Site Plan Amendment



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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

SITE PLAN AMENDMENT



VICINITY MAP
SCALE 1"=500'

JURISDICTIONAL AND UTILITY CONTACTS

TOWN OF PARKER - PLANNING

COMMUNITY DEVELOPMENT DEPARTMENT
20120 EAST MAINSTREET
PARKER, COLORADO 80138
PH: (303) 805-3327
CONTACT: PAUL WORKMAN

TOWN OF PARKER - ENGINEERING

COMMUNITY DEVELOPMENT DEPARTMENT
20120 EAST MAINSTREET
PARKER, COLORADO 80138
PH: (303) 805-3304
CONTACT: ALEX MESTDAGH

PARKER WATER & SANITATION DISTRICT

ENGINEERING DEPARTMENT
18100 WOODMAN DRIVE
PARKER, COLORADO 80134
PH: (720) 842-4265
CONTACT: DRAYTON SANDERSON

SOUTH METRO FIRE RESCUE

9195 MINERAL AVENUE
CENTENNIAL, COLORADO 80223
PH: (303) 805-3169
CONTACT: RANDY CAPRA

I.R.E.A. (ELECTRIC)

5496 N. U.S. HIGHWAY 85
SEDALIA, COLORADO 80135
PH: (720) 733-5582
CONTACT: REN OSTERWALD

XCEL (GAS)

EN ENGINEERING
9777 PYRAMID COURT, STE. 200
ENGLEWOOD, COLORADO
PH: (303) 416-2435
CONTACT: DANIEL HEFTY

PROJECT TEAM

APPLICANT

PARKER WATER & SANITATION DISTRICT
18100 WOODMAN DRIVE
PARKER, COLORADO 80134
PH: (720) 842-4264
CONTACT: JENNA BARKER

ENGINEERING & LANDSCAPE ARCHITECTURE

TETRA TECH
1560 BROADWAY, SUITE 1400
DENVER, COLORADO 80202
PH: (303) 825-5999
CONTACT: DEENA DAVIDSON

SURVEYOR

TRUE NORTH SURVEYING & MAPPING, LLC
9623 MALLARD POND WAY
LITTLETON, COLORADO 80125
PH: (303) 484-8886
CONTACT: BILL BUNTROCK

SHEET INDEX

- | | |
|----|----------------------|
| 1 | COVER SHEET |
| 2 | EXISTING CONDITIONS |
| 3 | SITE PLAN |
| 4 | GRADING AND DRAINAGE |
| 5 | UTILITY PLAN |
| 6 | LANDSCAPE PLAN |
| 7 | LANDSCAPE DETAILS |
| 8 | BUILDING ELEVATIONS |
| 9 | BUILDING ELEVATIONS |
| 10 | FIRE PROTECTION PLAN |
| 11 | PHOTOMETRIC PLAN |

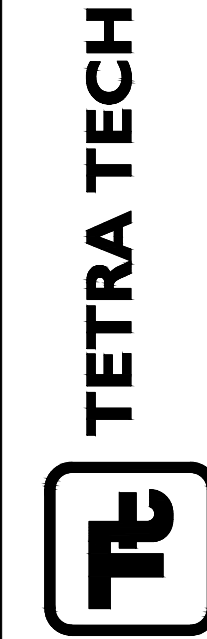
ALL FIRE HYDRANTS SHALL BE INSTALLED ACCORDING TO WATER UTILITY STANDARDS. THE NUMBER AND LOCATIONS OF THE FIRE HYDRANTS AS SHOWN ON THE OVERALL UTILITY PLAN ARE CORRECT AS SPECIFIED BY THE TOWN OF PARKER, COMMUNITY DEVELOPMENT DEPARTMENT.

FIRE CODE OFFICIAL OR DESIGNATED REPRESENTATIVE _____ DATE _____

(NOTE - UNDERGROUND FIRE LINE (UFL) SUBMITTAL DOCUMENTS MUST MEET THE REQUIREMENTS OF NFPA 24 WHEN SUBMITTING FOR REVIEW.)

ITEM	SQUARE FOOTAGE	% OF GROSS SITE
Gross Site Area	112963.70	100%
- Building Footprint - Parking and Roads (including sidewalks)	4670.46 15819.70	4% 14%
HARDSCAPE TOTAL	20490.16	18%
Planting Area (if applicable, include parking lot islands used for stormwater detention and water quality ponds)	92473.54	82%

ITEM	DESCRIPTION
Building size: 1 Story	4670.46 sq. ft. TOTAL
Parking:	
- Required - Provided	0 0

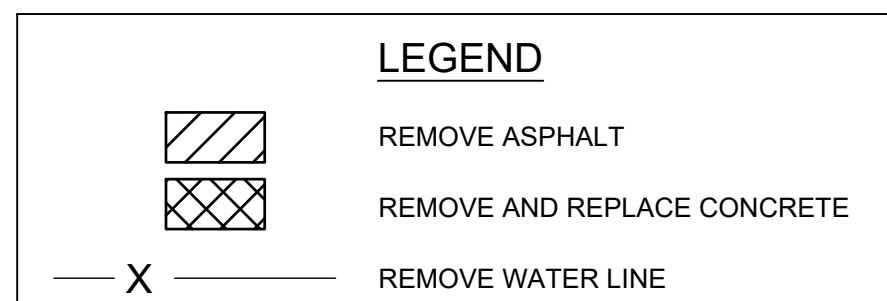


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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
SITE PLAN AMENDMENT
COVER SHEET

PROJ: 200-326208-22001
DESN: KGS
DRWN: AJK
CHKD: JAL

SITE PLAN AMENDMENT



-

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ISBURY EQUESTRIAN PARK LOT 1

REGIONAL FILTRATION ANNEX SITE PLAN AMENDMENT

EXISTING CONDITIONS

PROJ:	200-326208-22001
DESN:	KGS
DRWN:	AJK
CHKD:	JAL

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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.
SITE PLAN AMENDMENT

LEGEND

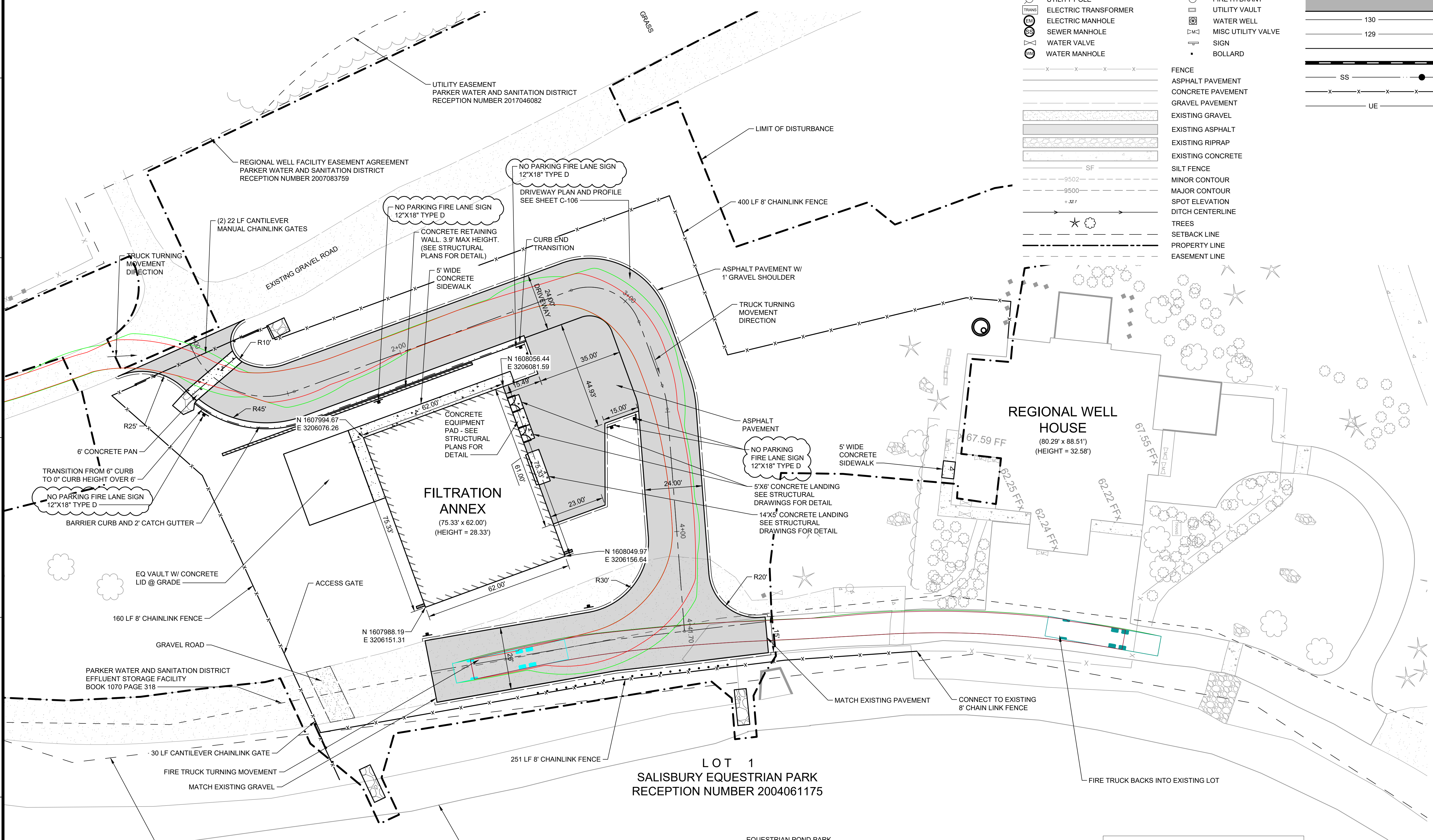
EXISTING:

- SS SANITARY SEWER LINE
W WATER LINE
RW RAW WATER LINE
UE UNDERGROUND ELECTRIC LINE
OE OVERHEAD ELECTRIC LINE
UTILITY POLE
ELECTRIC TRANSFORMER
ELECTRIC MANHOLE
SEWER MANHOLE
WATER VALVE
WATER MANHOLE

- FIRE HYDRANT
UTILITY VAULT
WATER WELL
MISC UTILITY VALVE
SIGN
BOLLARD
FENCE
ASPHALT PAVEMENT
CONCRETE PAVEMENT
GRAVEL PAVEMENT
EXISTING GRAVEL
EXISTING ASPHALT
EXISTING RIPRAP
EXISTING CONCRETE
SILT FENCE
MINOR CONTOUR
MAJOR CONTOUR
SPOT ELEVATION
DITCH CENTERLINE
TREES
SETBACK LINE
PROPERTY LINE
EASEMENT LINE

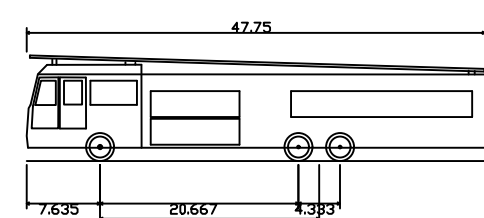
PROPOSED:

- SS SEWER MANHOLE
CO SEWER CLEANOUT
FLARED END - RCP
GV WATER VALVE
FH HYDRANT
SD STORM MANHOLE
ASPHALT
CONTOUR MAJOR
CONTOUR MINOR
WATER
STORM SEWER
SEWER (GRAVITY)
FENCE
ELECTRIC

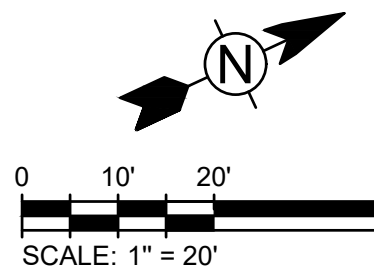


NOTES:

- ALL AREAS DISTURBED DURING CONSTRUCTION NOT PAVED, PLANTED, OR OTHERWISE CONSTRUCTED SHALL BE RESTORED WITH AN APPROVED NATIVE GRASS MIX. SEE CBMP DRAWINGS AND SPECIFICATION FOR REQUIREMENTS.
- SETBACK REQUIREMENTS DO NOT APPLY TO THE UTILITY EASEMENT GRANTED FOR THIS DEVELOPMENT. PROPERTY LINES ARE NOT LOCATED NEAR THE EXTENTS OF THIS EASEMENT.
- ALL FIRE LANE SIGNING SHALL BE RED ON WHITE SIGNAGE.



SW FIRE E-ONE HP95 Mid Mount
Overall Length 47.750ft
Overall Width 8.333ft
Overall Body Height 11.000ft
Min Body Ground Clearance 8.333ft
Track Width 6.000ft
Lock-to-lock time 40.000
Max Wheel Angle 7.625



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MARK	DATE	DESCRIPTION	BY	KGS
1	03/03/23	PERMIT SUBMITTAL		

SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
SITE PLAN AMENDMENT
SITE PLAN

PROJ: 200-326208-22001
DESN: KGS
DRWN: AJK
CHKD: JAL

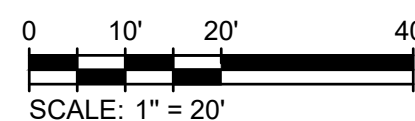
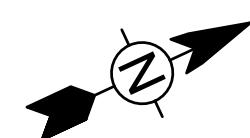
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Bar Measures 1 inch, otherwise drawing not to scale

LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

1. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES IN AREA WHERE EXCAVATION WILL OCCUR TO VERIFY DEPTH PRIOR TO THE START OF EXCAVATION.
2. CONTRACTOR SHALL INSTALL ALL INTERIM AND FINAL BMPs AND STABILIZATION MEASURES SHOWN ON GESC PLANS.
3. BASIS OF ELEVATIONS: ELEVATIONS ARE BASED UPON DOUGLAS COUNTY GIS CONTROL DC 1.069050.
ELEVATION = 6129.93 NAVD 88.



Bar Measures 1 inch, otherwise drawing not to scale



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WALISBURY EQUESTRIAN PARK LOT 1

REGIONAL FILTRATION ANNEX SITE PLAN AMENDMENT

GRADING AND DRAINAGE

PROJ:	200-326208-22001
DESN:	KGS
DRWN:	AJK
CHKD:	JAL

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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.
SITE PLAN AMENDMENT

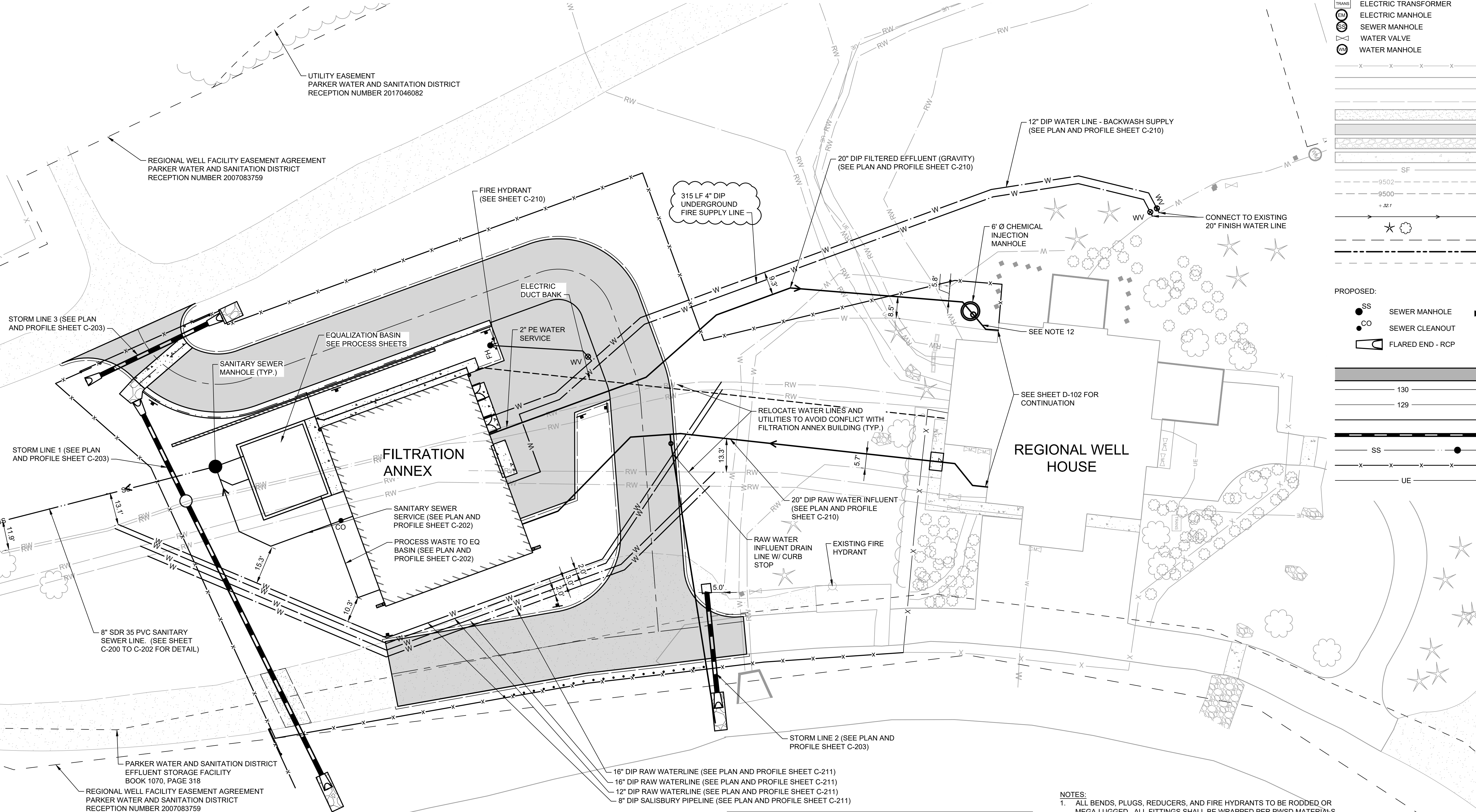
LEGEND

EXISTING:

- SS SANITARY SEWER LINE
- W WATER LINE
- RW RAW WATER LINE
- UE UNDERGROUND ELECTRIC LINE
- OE OVERHEAD ELECTRIC LINE
- UTILITY POLE
- TRANS ELECTRIC TRANSFORMER
- EM ELECTRIC MANHOLE
- SM SEWER MANHOLE
- WV WATER VALVE
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- CONCRETE PAVEMENT
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- SILT FENCE
- MINOR CONTOUR
- MAJOR CONTOUR
- SPOT ELEVATION
- DITCH CENTERLINE
- TREES
- SETBACK LINE
- PROPERTY LINE
- EASEMENT LINE

PROPOSED:

- SS SEWER MANHOLE
- CO SEWER CLEANOUT
- FLARED END - RCP
- WV WATER VALVE
- FH HYDRANT
- SD STORM MANHOLE
- ASPHALT
- CONTOUR MAJOR
- CONTOUR MINOR
- WATER
- STORM SEWER
- SEWER (GRAVITY)
- FENCE
- ELECTRIC



FIRE FLOW INFORMATION:

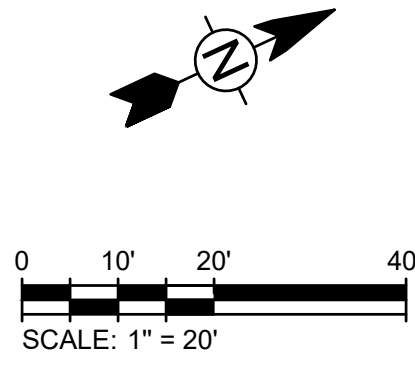
- FIRE SPRINKLER: BUILDING IS SPRINKLERED. NO FIRE FLOW REDUCTION WAS APPLIED.
- CONSTRUCTION TYPE: TYPE II-B
- BUILDING FLOOR AREA: 4,670 SQ. FT.
- FIRE FLOW REQUIRED: 1,500 GPM FOR A DURATION OF 2 HOURS
- 2021 INTERNATIONAL FIRE CODE

ALL FIRE HYDRANTS SHALL BE INSTALLED ACCORDING TO WATER UTILITY STANDARDS. THE NUMBER AND LOCATIONS OF THE FIRE HYDRANTS AS SHOWN ON THE OVERALL UTILITY PLAN ARE CORRECT AS SPECIFIED BY THE TOWN OF PARKER, COMMUNITY DEVELOPMENT DEPARTMENT.

FIRE CODE OFFICIAL OR DESIGNATED REPRESENTATIVE _____ DATE _____

(NOTE - UNDERGROUND FIRE LINE (UFL) SUBMITTAL DOCUMENTS MUST MEET THE REQUIREMENTS OF NFPA 24 WHEN SUBMITTING FOR REVIEW.)

- NOTES:**
- ALL BENDS, PLUGS, REDUCERS, AND FIRE HYDRANTS TO BE RODDED OR MEGA-LUGGED. ALL FITTINGS SHALL BE WRAPPED PER PWSD MATERIALS SPECIFICATIONS.
 - ALL BENDS, TEES FIRE HYDRANTS, BLOW-OFFS, AND PLUGS AT DEAD END MAINS SHALL BE PROTECTED FROM THRUST WITH CONCRETE THRUST BLOCKS PER DETAIL, UNLESS OTHERWISE NOTED ON PLAN AND PROFILES.
 - THE OMISSION OF ANY CURRENT PWSD STANDARD DETAIL DOES NOT RELIEVE THE CONTRACTOR FROM THIS REQUIREMENT. THE WORK SHALL BE PERFORMED IN CONFORMANCE WITH CURRENT PWSD STANDARD SPECIFICATIONS AND DETAILS.
 - THERE SHALL BE A MINIMUM COVER OF 4.5 FEET OVER ALL WATER MAINS.
 - FIRE HYDRANTS SHALL CONFORM TO AWWA C-502 "DRY BARREL FIRE HYDRANTS" PIPE HYDRANTS ASSEMBLIES PER PWSD SPECIFICATIONS.
 - CONTRACTOR SHALL PROVIDE SIGNED AND SEALED DRAWINGS BY ENGINEER FOR ALL STORM, OVERFLOW AND SANITARY MANHOLES AND VAULTS PRIOR TO CONSTRUCTION.
 - SEE SHEET D-101 FOR CONTINUATION OF ALL NON-POTABLE WATER AND CHEMICAL FEED PIPING INTO BUILDING.
 - SEE SHEET E-301 FOR ELECTRICAL SITE PLAN.
 - REFER TO SHEET C-105 FOR PLAN AND C-210 FOR PROFILES OF ALL PROCESSES PIPING ON SITE.
 - ALL RELOCATED RAW WATER LINES WILL NEED TO BE TESTED INDEPENDENTLY BEFORE CONNECTION TO EXISTING RAW WATER LINES.
 - EXISTING GRAVEL ROAD IMPACTED BY UTILITY INSTALLATION SHALL BE RESTORED PER DETAIL 3/C-504. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - 1/2" ID FLEXIBLE PVC PIPING ON 4" PVC CONTAINMENT PIPE.



TETRA TECH

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1560 Broadway, Suite 1400
Denver, CO 80202
TEL (303) 825-5999 FAX (303) 825-0642

BY	DATE	DESCRIPTION
KGS	03/03/23	PERMIT SUBMITTAL

MARK	DATE	DESCRIPTION
1		

SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
SITE PLAN AMENDMENT
UTILITY PLAN

PROJ: 200-326208-22001
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CHKD: JAL

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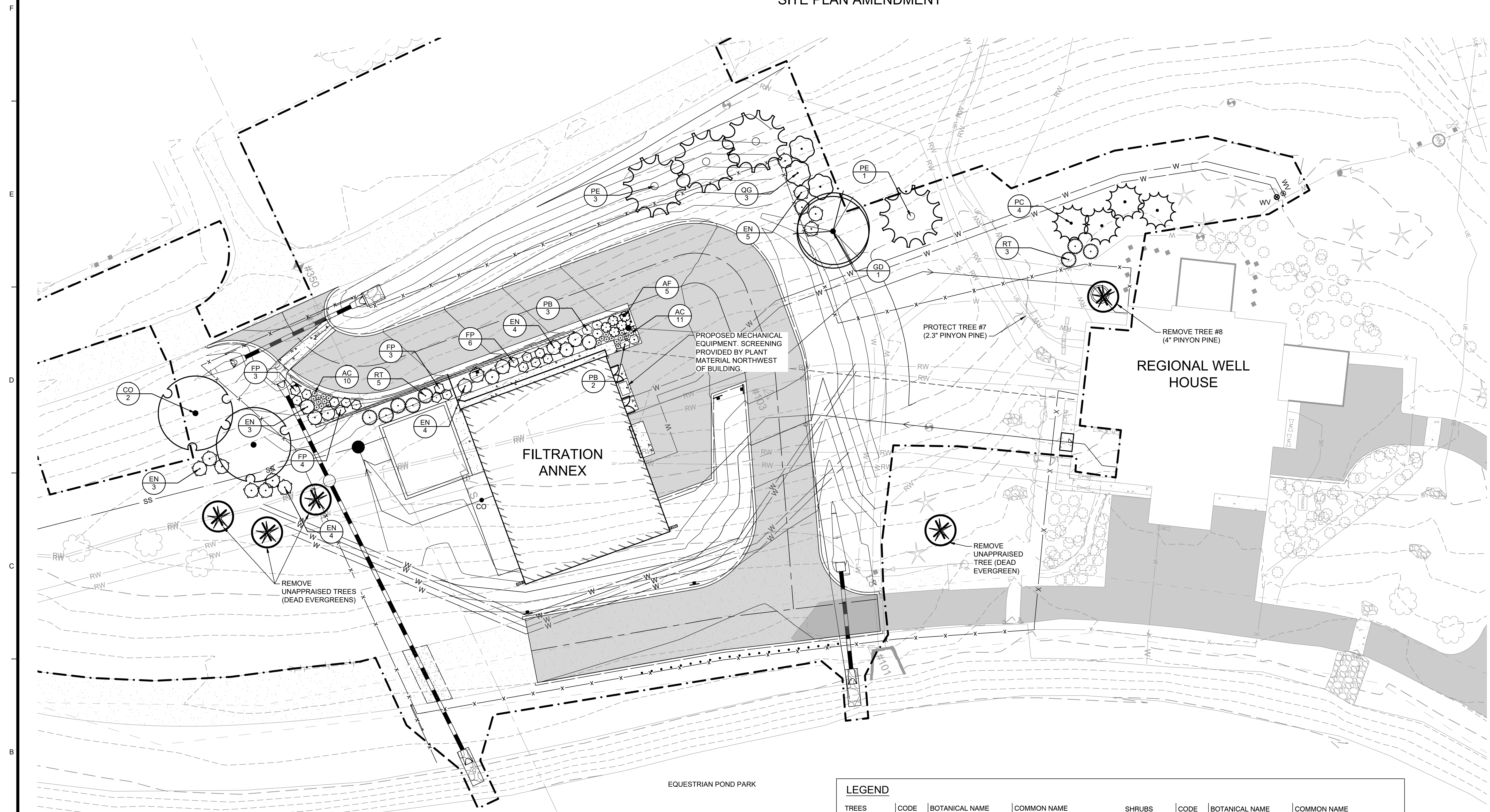
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5/3/2023 11:24:37 AM - O:\PROJECTS\IDEN\VER\326208\200-326208-22001\CAD\ISHEETFILES\REGIONAL WELL HOUSE\PERMIT\6 LANDSCAPE DETAILS.DWG - KOCH, ALYSSA

SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX

LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

SITE PLAN AMENDMENT



NOTES:

- ALL AREAS AND/OR ITEMS DISTURBED DURING CONSTRUCTION WHICH ARE OUTSIDE OF THE DESIGNATED CONSTRUCTION LIMITS SHALL BE REPAIRED OR REPLACED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL FIELD STAKE LOCATIONS OF ALL PROPOSED LANDSCAPE MATERIAL FOR REVIEW BY PROJECT LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST LOCATIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.
- REFER TO PLANTING SCHEDULE ON SHEET 7 FOR PLANT IDENTIFICATION AND PLANTING REQUIREMENTS. REFER TO SPECIFICATIONS FOR INSTALLATION, MAINTENANCE AND GUARANTEE REQUIREMENTS.
- CONTRACTOR SHALL COORDINATE INSTALLATION OF PLANT MATERIAL WITH ALL OTHER TRADES.
- ALL DISTURBED AREA WITHIN THE LIMITS OF CONSTRUCTION NOT PAVED, PLANTED OR OTHERWISE CONSTRUCTED SHALL BE RESTORED PER REQUIREMENTS OF CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN AND SPECIFICATIONS.

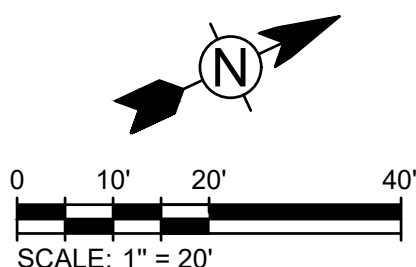
PLANTING SYMBOL LEGEND

NS KEY NAME
1 QUANTITY

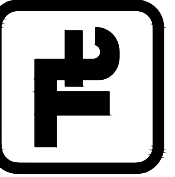
LEGEND

TREES	CODE	BOTANICAL NAME	COMMON NAME	SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	CO	Celtis occidentalis	Common Hackberry		AC	Amorpha canescens	Leadplant
	GD	Gymnocladus dioica	Kentucky Coffeetree		AF	Artemisia filifolia	Sand Sagebrush
	PC	Picea pungens	Colorado Spruce		EN	Ericameria nauseosa	Rubber Rabbitbrush
	PE	Pinus edulis	Pinyon Pine		FP	Fallugia paradoxa	Apache Plume
	QG	Quercus gambelii	Gambel Oak		PB	Prunus besseyi 'P011S'	Pawnee Buttes® Sand Cherry
					RT	Rhus trilobata	Skunkbush Sumac
							REMOVE EX. TREE

NOTE:
SEE SHEET 7 FOR PLANTING SCHEDULE



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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
SITE PLAN AMENDMENT
LANDSCAPE PLAN

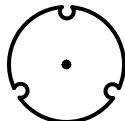
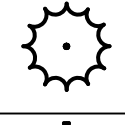
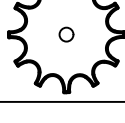
PROJ: 200-326208-22001
DESIGN: A. MURDICK
DRAWN: A. MURDICK
CHKD: A. MURDICK

6

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Bar Measures 1 inch, otherwise drawing not to scale

**SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX**
LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

PLANT SCHEDULE					
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	CO	Celtis occidentalis	Common Hackberry	2" B&B	2
	GD	Gymnocladus dioica	Kentucky Coffeetree	2" B&B	1
	PC	Picea pungens	Colorado Spruce	6" Ht.	4
	PE	Pinus edulis	Pinyon Pine	6" Ht.	4
	QG	Quercus gambelii	Gambel Oak	2" B&B	3
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	AC	Amorpha canescens	Leadplant	5 gal.	21
	AF	Artemisia filifolia	Sand Sagebrush	5 gal.	5
	EN	Ericameria nauseosa	Rubber Rabbitbrush	5 gal.	23
	FP	Fallugia paradoxa	Apache Plume	5 gal.	16
	PB	Prunus besseyi 'P011S'	Pawnee Buttes® Sand Cherry	5 gal.	5
	RT	Rhus trilobata	Skunkbush Sumac	5 gal.	8

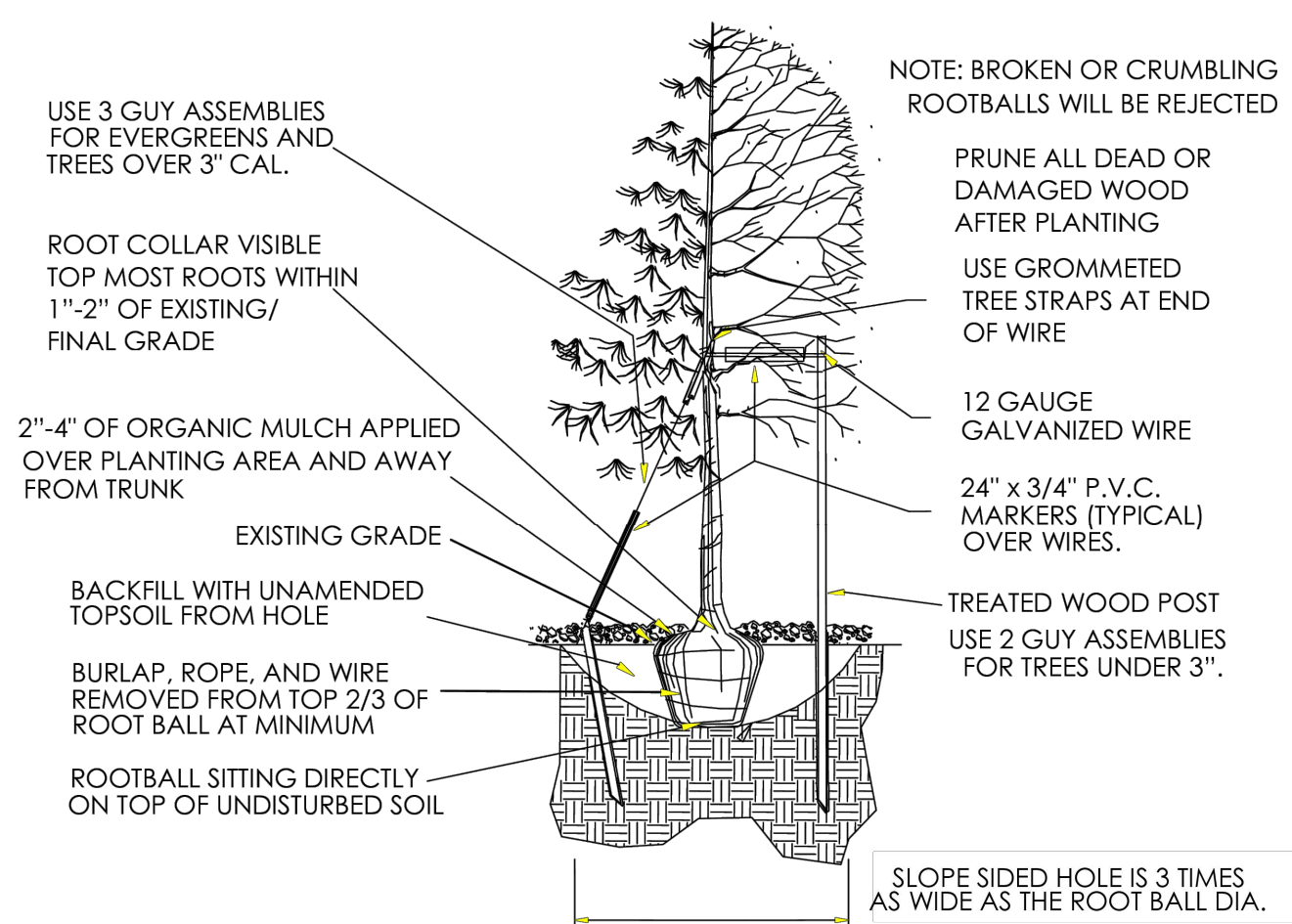
TREE MITIGATION TABLE

TREE #	COMMON NAME	TRUNK DIAMETER	APPRAISAL VALUE
7	PINYON PINE	2.3 INCHES	\$860
8	PINYON PINE	4.0 INCHES	\$0

NOTES:

1. SEE TREE MITIGATION PLAN AND ADDENDUM TO TREE MITIGATION PLAN FOR ADDITIONAL INFORMATION.
2. DEAD EVERGREENS NOT MEETING SIZE REQUIREMENTS WERE NOT ASSESSED AS PART OF THE TREE MITIGATION PLAN.
3. CONTRACTORS SHALL ATTEMPT TO PROTECT TREE #7 DURING CONSTRUCTION, AS NOTED ON PLAN. A COST OF \$860 WILL BE PAID TO THE TOWN OF PARKER FOR ASSUMED IMPACTS TO THIS TREE.

TOWN OF PARKER PLANTING STANDARDS

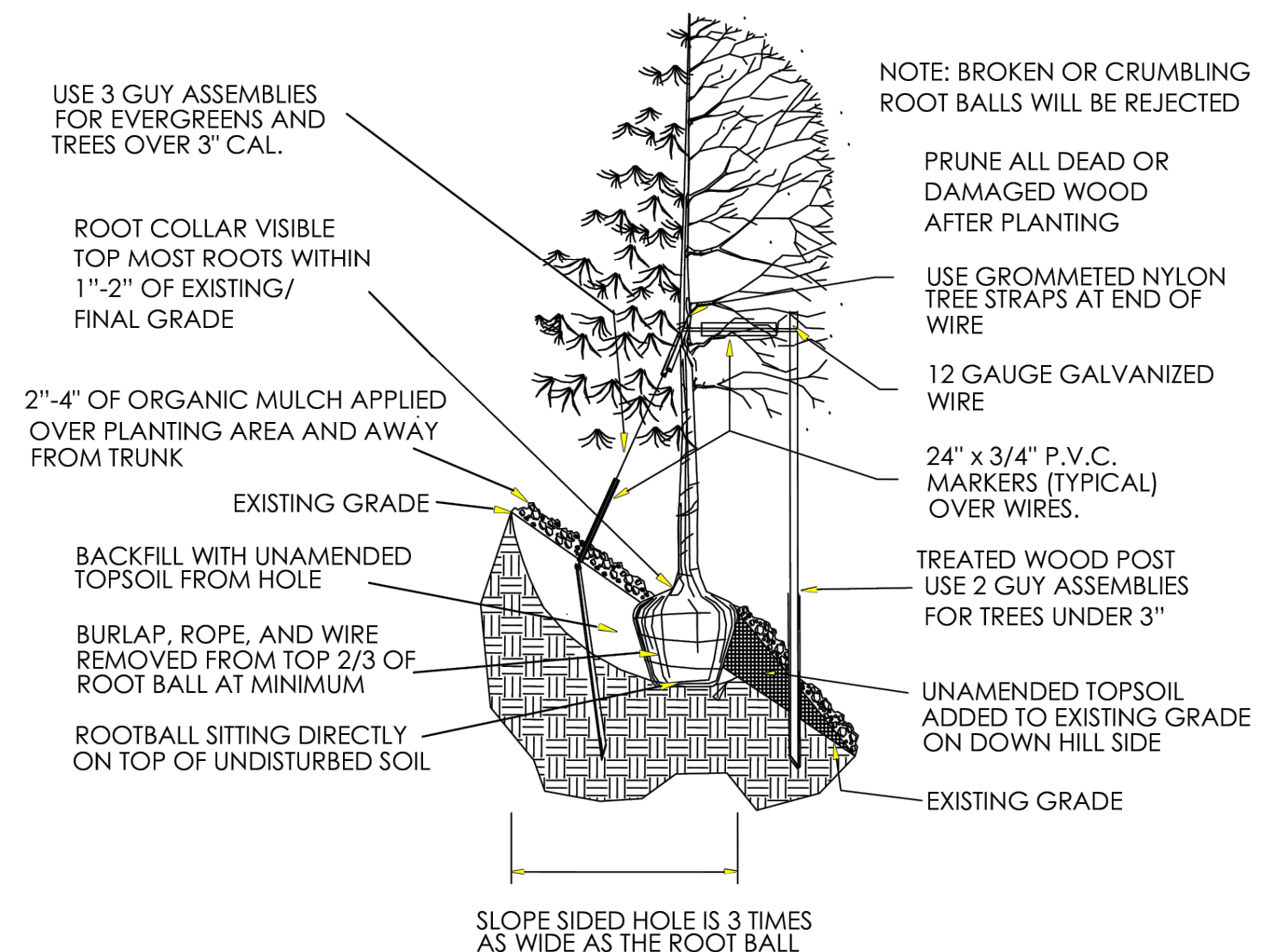


- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top root roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do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

1 TREE PLANTING DETAIL

SCALE: NTS

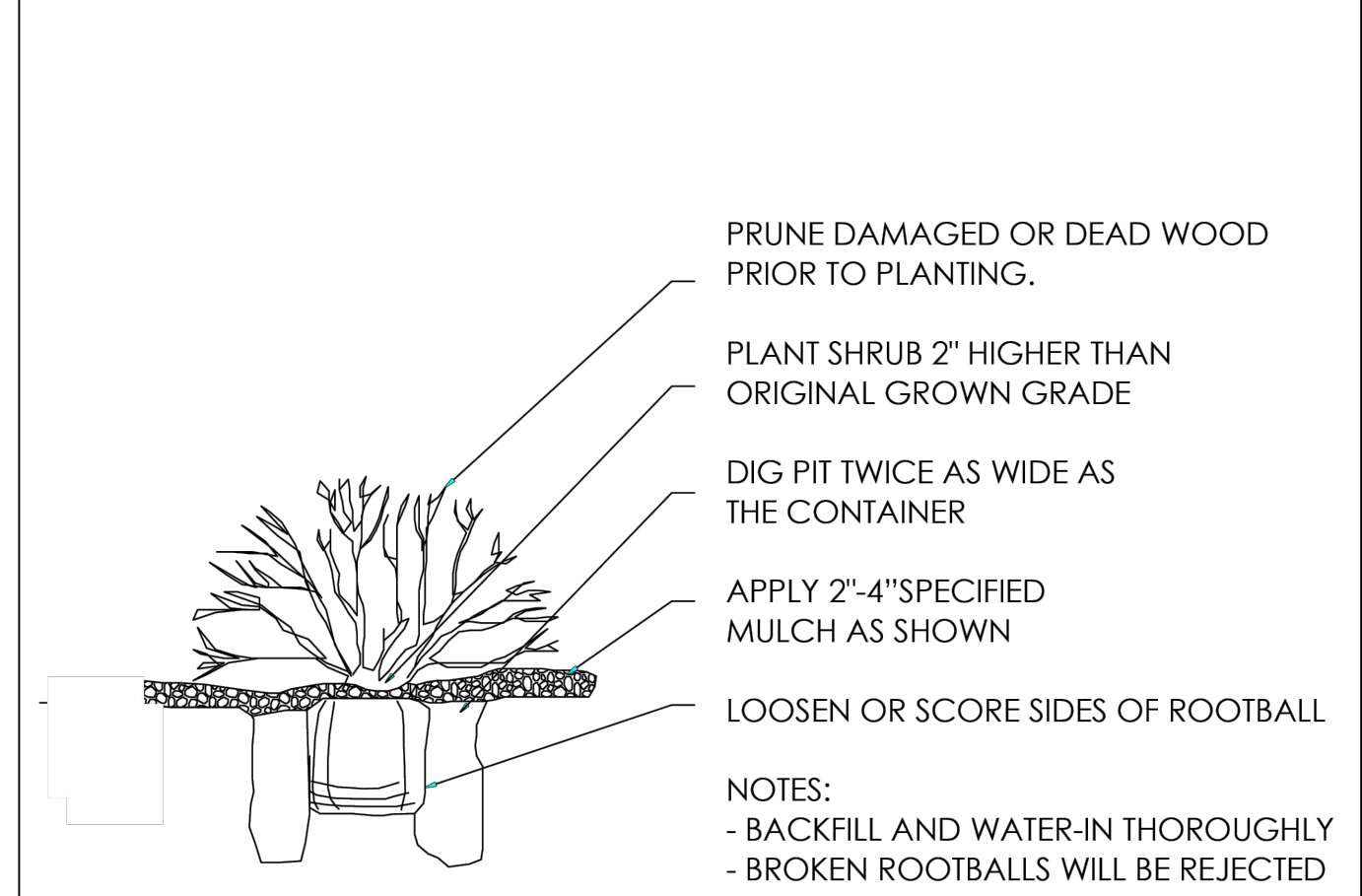
TOWN OF PARKER TREE PLANTING DETAIL - SLOPES



2 TREE PLANTING DETAIL-SLOPES

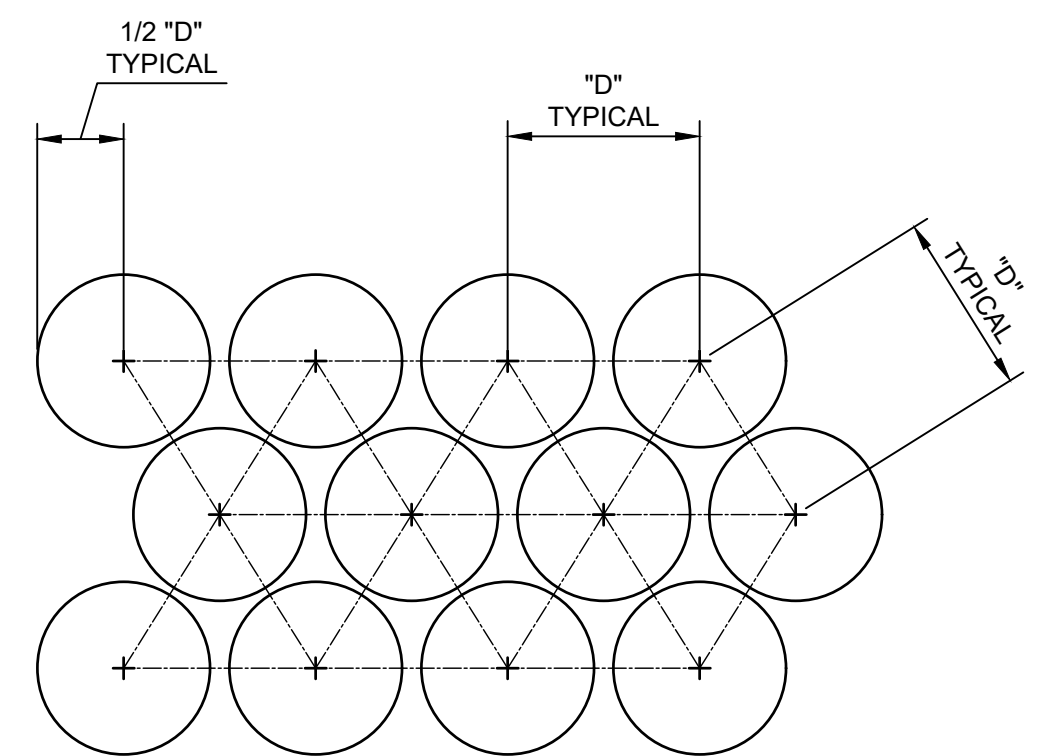
SCALE: NTS

TOWN OF PARKER PLANTING DETAIL – SHRUBS



3 SHRUB PLANTING DETAIL

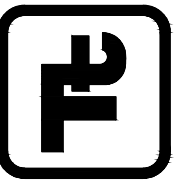
SCALE: NTS



NOTE:
"D" = DIMENSION OF ON CENTER SPACING AS INDICATED ON PLANTING PLAN.

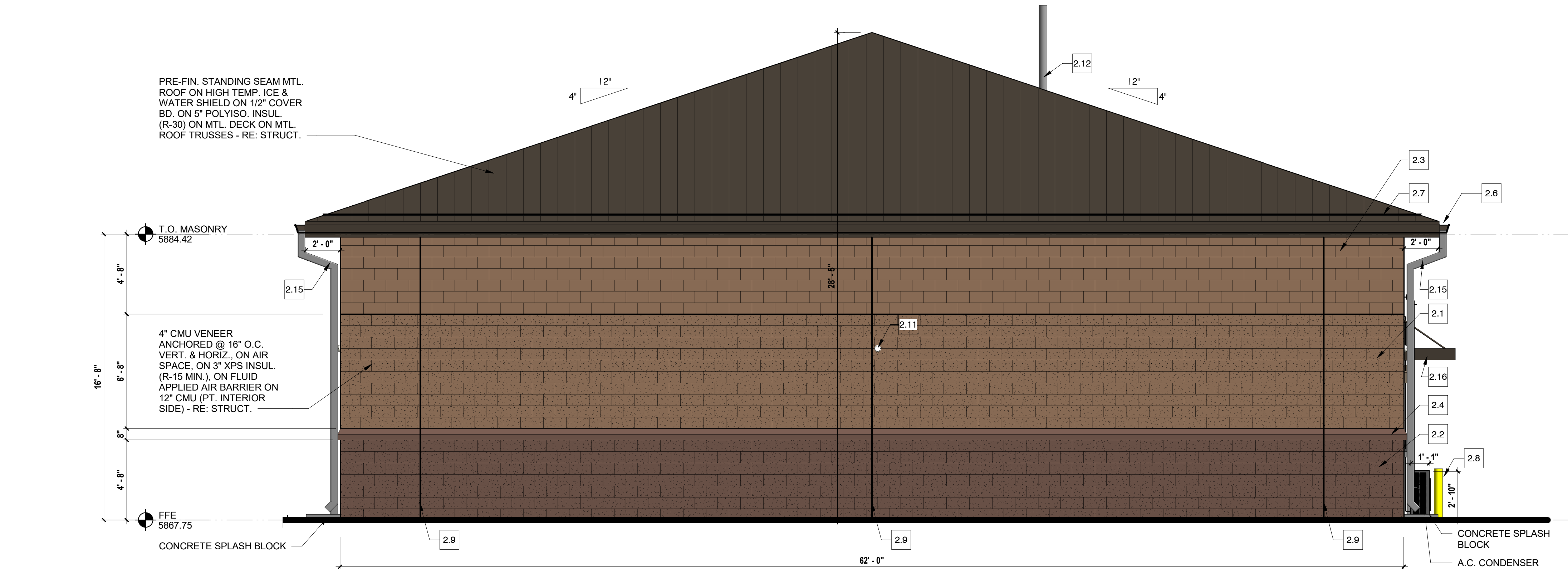
PLANTING DETAIL TYPICAL SPACING

SCALE: NTS

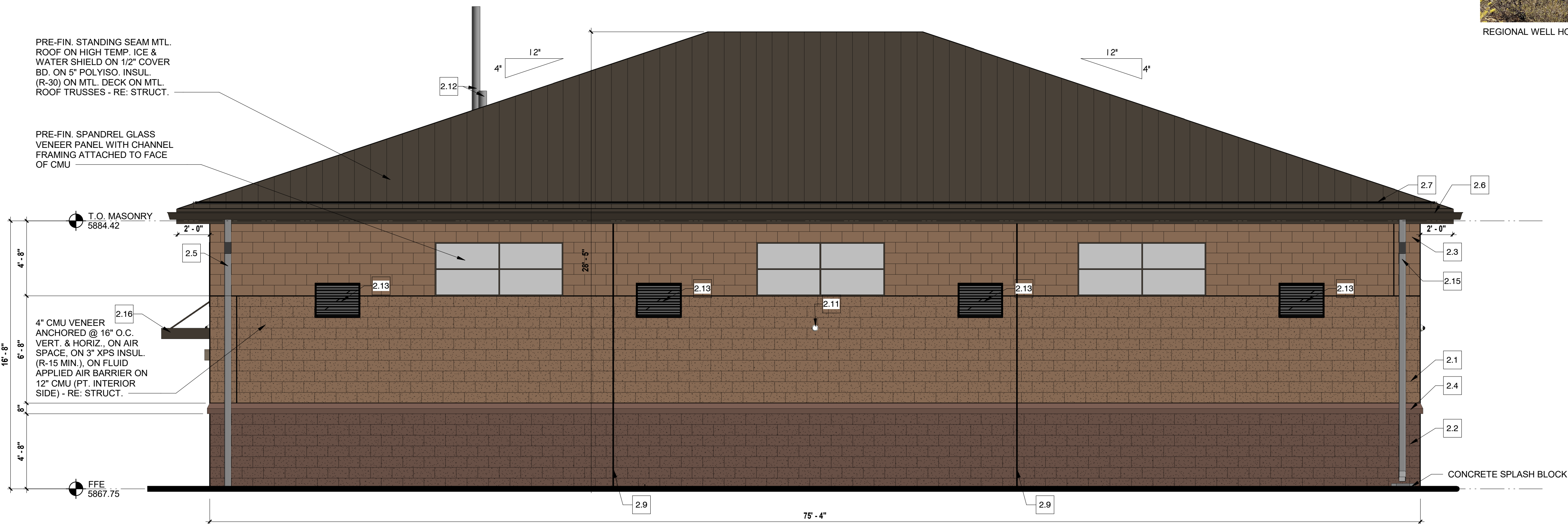


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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO
SITE PLAN AMENDMENT



1 EAST ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"

Keynote Legend - Elevations

- 2.1 CMU-1, 4" TH. SPLIT FACE CMU VENEER, MATCH EXISTING
- 2.2 CMU-2, 4" TH. SPLIT FACE CMU VENEER, MATCH EXISTING
- 2.3 CMU-3, 4" TH. GROUND FACE CMU VENEER, MATCH EXISTING
- 2.4 CMU-4, 6" TH. GROUND FACE SOLID CHAMFERED SILL CMU VENEER
- 2.5 PRE-FIN. MTL. 5" x 5" DOWNSPOUT - SEMI OPEN FACE. TIE TO STORM LINE - RE: CIVIL
- 2.6 PRE-FIN. MTL. 7" SEAMLESS GUTTER - SLOPED 1/8" PER FT. TO D.S. LOCATION
- 2.7 SNOW RAIL GUARD
- 2.8 STEEL BOLLARD, FT.- RE: CIVIL
- 2.9 VENEER CONTROL JOINT
- 2.10 CONTROL JOINT
- 2.11 SURVEILLANCE CAMERA MOUNT 1'0"-0" A.F.F. - RE: ELECT.
- 2.12 PLUMBING VENT - RE: PLUMBING - PAINT TO MATCH ROOF
- 2.13 LOUVER - RE: MECH.
- 2.14 LED WALL PACK - RE: ELECT. MOUNT 9'-0" A.F.F. - RE: ELECT.
- 2.15 PRE-FIN. MTL. 5" x 5" DOWNSPOUT WITH ELBOW - SEMI OPEN FACE. DISCHARGE TO GRADE - RE: CIVIL
- 2.16 PRE-ENGINEERED PRE-FINISHED ALUMINUM CANOPY
- 2.17 INSULATED COILING OVERHEAD DOOR
- 2.18 INSULATED PRE-FIN. H.M. DOOR IN H.M. FRAME

NOTE: ALL EXTERIOR COLOR FINISHES TO MATCH EXISTING REGIONAL WELL HOUSE.



REGIONAL WELL HOUSE

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STATE OF COLORADO

04/14/2023

LORI MARIE HANSON

ARC-400684

REGISTERED ARCHITECT

MARK	DATE	DESCRIPTION
1	01/05/23	PERMIT SUBMITTAL
2	04/17/23	PERMIT SUBMITTAL

SALISBURY EQUESTRIAN PARK LOT 1

REGIONAL FILTRATION ANNEX

SITE PLAN AMENDMENT

EXTERIOR ELEVATIONS 1

PROJ: 200-326208-22001

DESN: MR

DRWN: MR

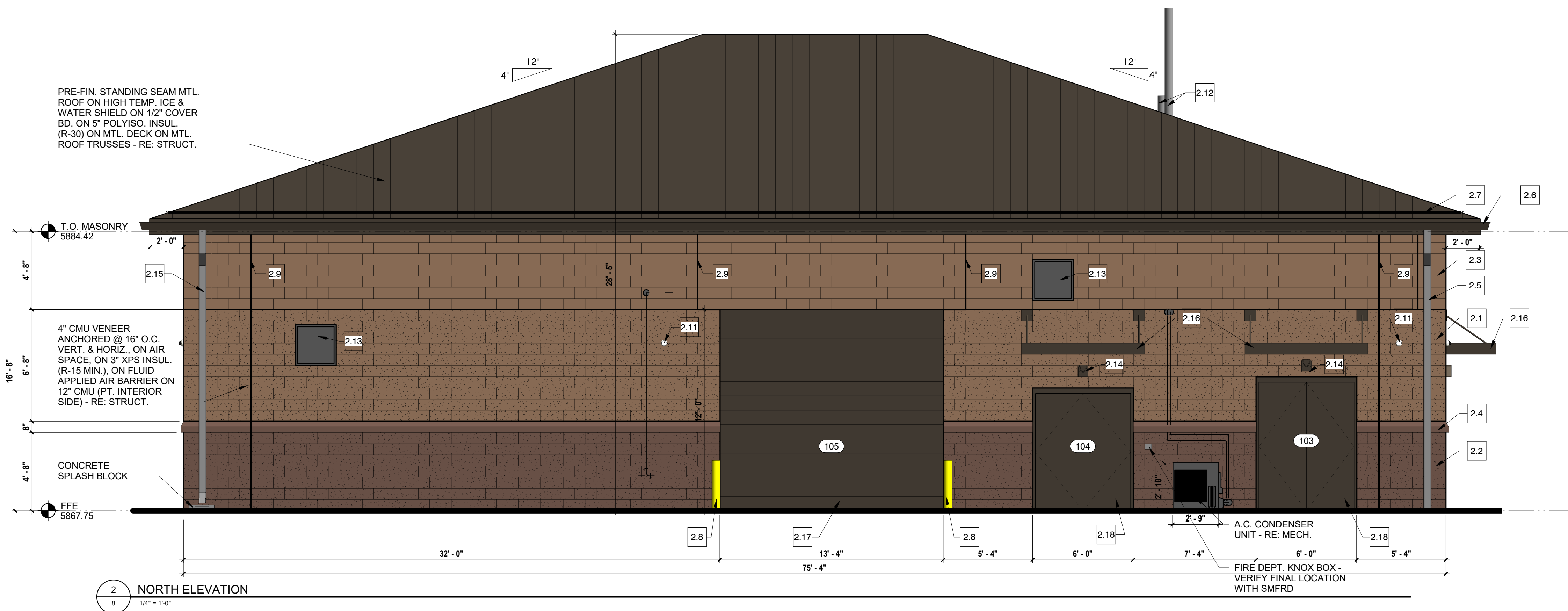
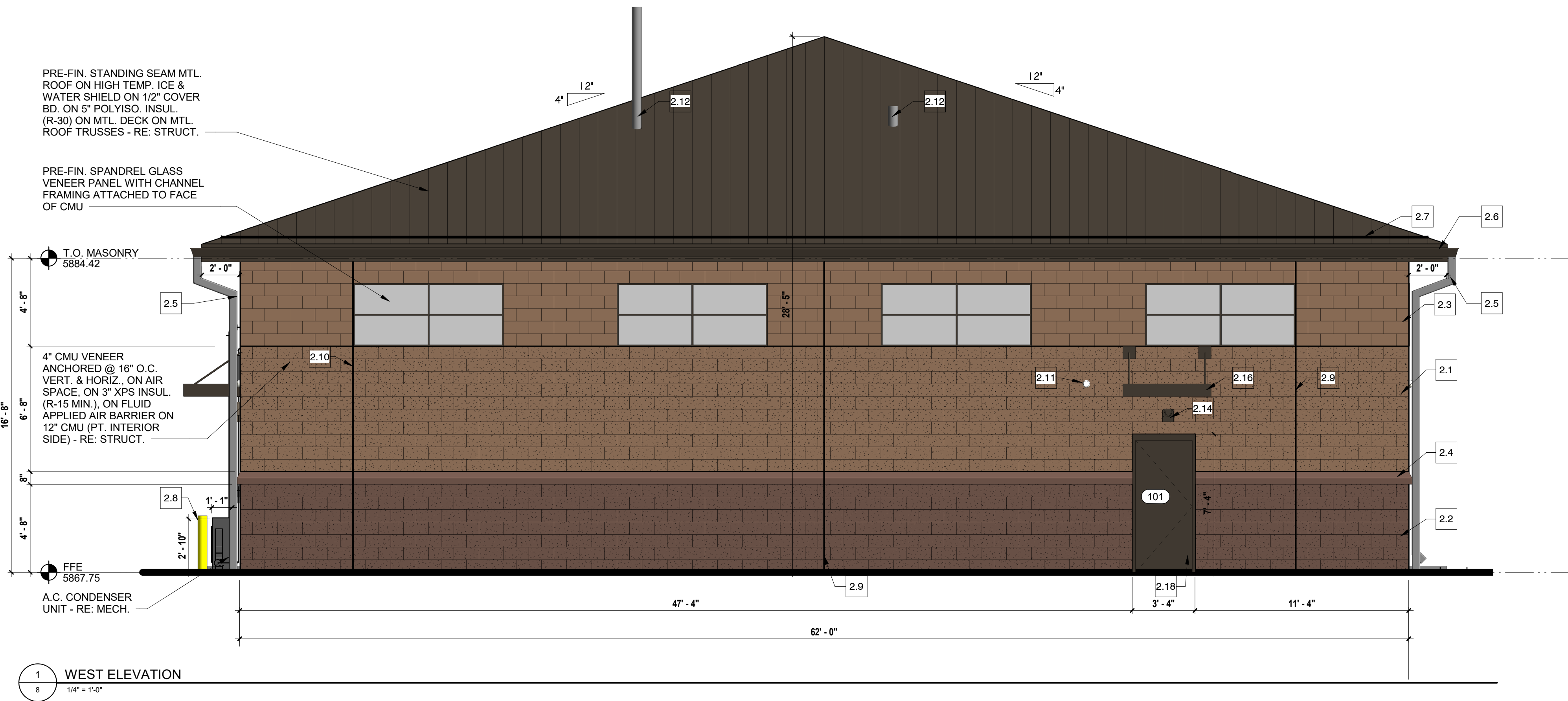
CHKD: LH

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SALISBURY EQUESTRIAN PARK LOT 1
REGIONAL FILTRATION ANNEX
LOT 1 - SALISBURY EQUESTRIAN PARK SUB
PORTIONS OF THE WEST HALF OF SECTION 27, T 6 S, R 66 W,
6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO
SITE PLAN AMENDMENT



Keynote Legend - Elevations

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- 2.2 CMU-2, 4" TH. SPLIT FACE CMU VENEER, MATCH EXISTING
- 2.3 CMU-3, 4" TH. GROUND FACE CMU VENEER, MATCH EXISTING
- 2.4 CMU-4, 6" TH. GROUND FACE SOLID CHAMFERED SILL CMU VENEER
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STATE OF COLORADO

04/14/2023

LORI MARIE HANSON

ARC-400684

REGISTERED ARCHITECT

MARK	DATE	DESCRIPTION
1	01/05/23	PERMIT SUBMITTAL
2	04/17/23	PERMIT SUBMITTAL

SALISBURY EQUESTRIAN PARK LOT 1

REGIONAL FILTRATION ANNEX

SITE PLAN AMENDMENT

EXTERIOR ELEVATIONS 2

PROJ: 200-326208-22001

DESN: MR

DRWN: MR

CHKD: LH

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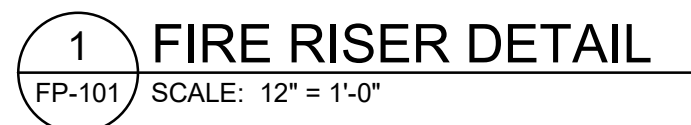
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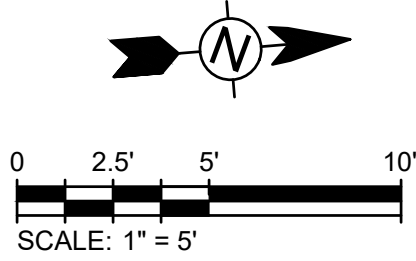


NOTES:

1. CONTRACTOR TO PERFORM RF TEST AFTER CONSTRUCTION OF BUILDING IS COMPLETE TO DETERMINE IF A BI-DIRECTIONAL AMPLIFIER IS REQUIRED AS PART OF THE EMERGENCY RESPONDER SIGNAL ENHANCEMENT SYSTEM.
2. THIS DRAWING IS A DEFERRED APPROVAL BY THE COUNTY FIRE MARSHAL. FOR REFERENCE ONLY. FINAL COUNTY MARSHAL APPROVAL SHALL BE FOR CONTRACTOR SUBMITTED SHOP DRAWINGS.
3. SPRINKLER SYSTEM SHALL BE DESIGNED BY LICENSED FIRE PROTECTION ENGINEER.
4. SPRINKLER DESIGN AND INSTALLATION SHALL BE IN ACCORDANCE WITH NFPA 13, 2016 EDITION AND APPROVED BY THE COUNTY FIRE MARSHAL.
5. KEEP MINIMUM OF 3' CLEARANCE AROUND SPRINKLER RISER AND ANY EQUIPMENT.
6. SPRINKLER SYSTEM DESIGNER/CONTRACTOR SHALL PERFORM RESIDUAL PRESSURE TEST ON FIRE MAIN AND TEST OF SPRINKLER SYSTEM.
7. INSTALLATION OF THE FIRE SPRINKLER SYSTEM SHALL NOT BE STARTED UNTIL COMPLETE PLANS AND SPECIFICATIONS (INCLUDING WATER SUPPLY INFORMATION AND TYPE OF EXISTING SYSTEM, IF ANY) HAVE BEEN APPROVED BY THE COUNTY FIRE MARSHAL. AT VARIOUS STAGES AND UPON COMPLETION, THE SYSTEM SHALL BE TESTED IN THE PRESENCE OF THE COUNTY FIRE MARSHAL.
8. A MINIMUM OF 72 HOURS NOTICE IS REQUIRED FOR ANY TESTING AND/OR INSPECTION.
9. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE CODE OR RECOGNIZED STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF THE INSPECTOR OF RECORD.
10. STANDPIPE SYSTEM SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2019 EDITION OF NFPA 14, STANDARD FOR THE INSTALLATION OF STANDPIPES AND HOSE SYSTEMS. INSTALLATION OF THE STANDPIPE SYSTEM SHALL NOT BE STARTED UNTIL COMPLETE PLANS AND SPECIFICATIONS (INCLUDING WATER SUPPLY INFORMATION AND TYPE OF EXISTING SYSTEM, IF ANY) HAVE BEEN APPROVED BY THE COUNTY FIRE MARSHAL.
11. A CABINET WITH A STOCK OF SPARE SPRINKLERS AND SPECIAL SPRINKLER WRENCH SHALL BE PROVIDED. LOCATION OF THE CABINET NUMBER AND TYPE OF SPRINKLERS SHALL CONFORM TO THE 2019 EDITION OF NFPA 13 SECTION 8.2.9.
12. A STOCK SET OF 1/2" NPT FEMALE FIRE SPRINKLER DRAWINGS SHALL BE ON THE JOB SITE AND USED FOR INSTALLATION, ANY DEVIATION FROM THE APPROVED PLANS, INCLUDING THE SUBSTITUTION OF COMPONENTS, SHALL BE APPROVED BY THE COUNTY FIRE MARSHAL.
13. THE INSTALLING CONTRACTOR SHALL IDENTIFY A HYDRAULICALLY DESIGNED SPRINKLER SYSTEM WITH A PERMANENTLY MARKED WEATHERPROOF METAL OR RIGID PLASTIC SIGN SECURED WITH CORROSION RESISTANT WIRE, CHAIN, OR OTHER APPROVED MEANS. PRE-ACTION VALVE, OR DELUGE VALVE SUPPLYING THE CORRESPONDING HYDRAULICALLY DESIGNED AREA. THE AREA SHALL INCLUDE THE FOLLOWING INFORMATION:
 - 12.1 LOCATION OF THE DESIGN AREA OR AREAS.
 - 12.2 DISCHARGE DENSITIES OVER THE DESIGN AREA OR AREAS.
 - 12.3 REQUIRED FLOW AND RESIDUAL PRESSURE DEMAND AT THE BASE OF THE RISER.
 - 12.4 HOSE STREAM DEMAND INCLUDED IS ADDITION TO THE SPRINKLER DEMAND.
 - 12.5 2019 EDITION OF NFPA 13 25.4.1 AND 24.5.2.



SITE PLAN AMENDMENT



TETRA TECH

[illegible]

11



Request for Town Council Action

Date: June 5, 2023

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **LINCOLN PROFESSIONAL PARK FILING NO. 1 - MINOR DEVELOPMENT PLAT**

Applicant: **Ryanne Sass, Plaza Street Partners**

Location: **Southeast corner of Lincoln Avenue and Dransfeldt Road**

Department: **Community Development, Stacey Nerger**

TRAKiT No.: **SUB21-005**

EXECUTIVE SUMMARY

The subject property is a largely unused, vacant site consisting of two (2) lots with a total area of 7.95 acres at the southeast corner of the intersection of Lincoln Avenue and Dransfeldt Road. The applicant, Plaza Street Partners, is proposing a Minor Development Plat (MDP) to create six (6) lots and three (3) tracts for future commercial use.

The Town Council, in reviewing the MDP application, shall consider the following criteria:

1. **Consistency with Master Plan:** The proposed MDP is consistent with the goals and policies of the Parker 2035 Master Plan including the General Land Use Plan.
2. **Consistency with the Land Development Ordinance and other minimum standards established by the Town:** The proposed MDP complies with the Land Development Ordinance (LDO), Stormwater Drainage and Environmental Criteria Manual, the Roadway Design and Construction Criteria Manual and other applicable development standards adopted by the Town.
3. **Consistency with Zone District Standards or Planned Development Guide, if applicable:** The proposed MDP complies with the standards of the applicable Zone District or Planned Development Guide.
4. **Public Notice Requirements:** The applicant has demonstrated that all public notice requirements have been met.
5. **Agreements:** A subdivision improvement agreement and/or other agreements have been signed/executed by the applicant as required by the Town.
6. **Public Dedications:** All applicable public dedication requirements for public improvements have been satisfied.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was annexed into the Town and zoned for commercial use on May 17, 2021. The property is located on the south side of Lincoln Avenue between Dransfeldt Road and Parker Road immediately west of an existing Walgreens store. It contains several older, deteriorating structures including a house(s), barn, garage and accessory buildings that would be demolished for new development if the MDP application is approved.

The subject property is surrounded by commercial uses near the intersection of Lincoln Avenue and Parker Road. The property is bordered to the north by a shopping center containing Murdoch's Ranch and Home Supply; to the south by a commercial property containing E.T. Technologies; to the east by a Walgreen's store; and to the west by Richie's Express Carwash and Lowe's store. This is consistent with the Parker 2035 Master Plan designation of the property as part of the Regional Commercial Retail Character Area at the center of the Parker Road Corridor.

The subject property is located in the C-Commercial zone district that permits a broad range of commercial uses. The proposed MDP will create six (6) lots for future commercial development and three (3) tracts for access and drainage/stormwater management to support the commercial development. The future commercial development will most likely consist of auto-oriented and convenience commercial businesses given the location and lack of bike/pedestrian infrastructure in the area. The proposed MDP will provide improved access from Lincoln Avenue and Dransfeldt Road to all lots and tracts within the property. Internal access across the property is addressed by a private road that traverses the site and cross/reciprocal access easements to ensure all lots are accessible in the future. The applicant has also addressed the Town request to incorporate an internal road design that allows a future connection to the Walgreen's and NAPA Auto Parts properties to the east and the E.T. Technologies property to the south.

The proposed MDP will support future commercial use and is consistent with the Parker 2035 Master Plan and the C-Commercial zone district as to use and bulk standards. Staff believes the applicant has addressed the required criteria for MDP approval and therefore recommends approval of the application.

The Planning Commission held a public hearing on the MDP application at its meeting of May 11, 2023, and the Commission voted 7-0 to recommend approval.

Staff wishes to advise the Town Council that two (2) site plan applications have been submitted for proposed Lot 1 and Lot 3 pending a Council decision on the MDP application. The Town has received site plan applications for a Maverik service station with convenience store on proposed Lot 1 and an Andy's Custard shop on proposed Lot 3. The site plan applications will be processed and approved administratively if the Town Council approves the MDP application consistent with the LDO.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

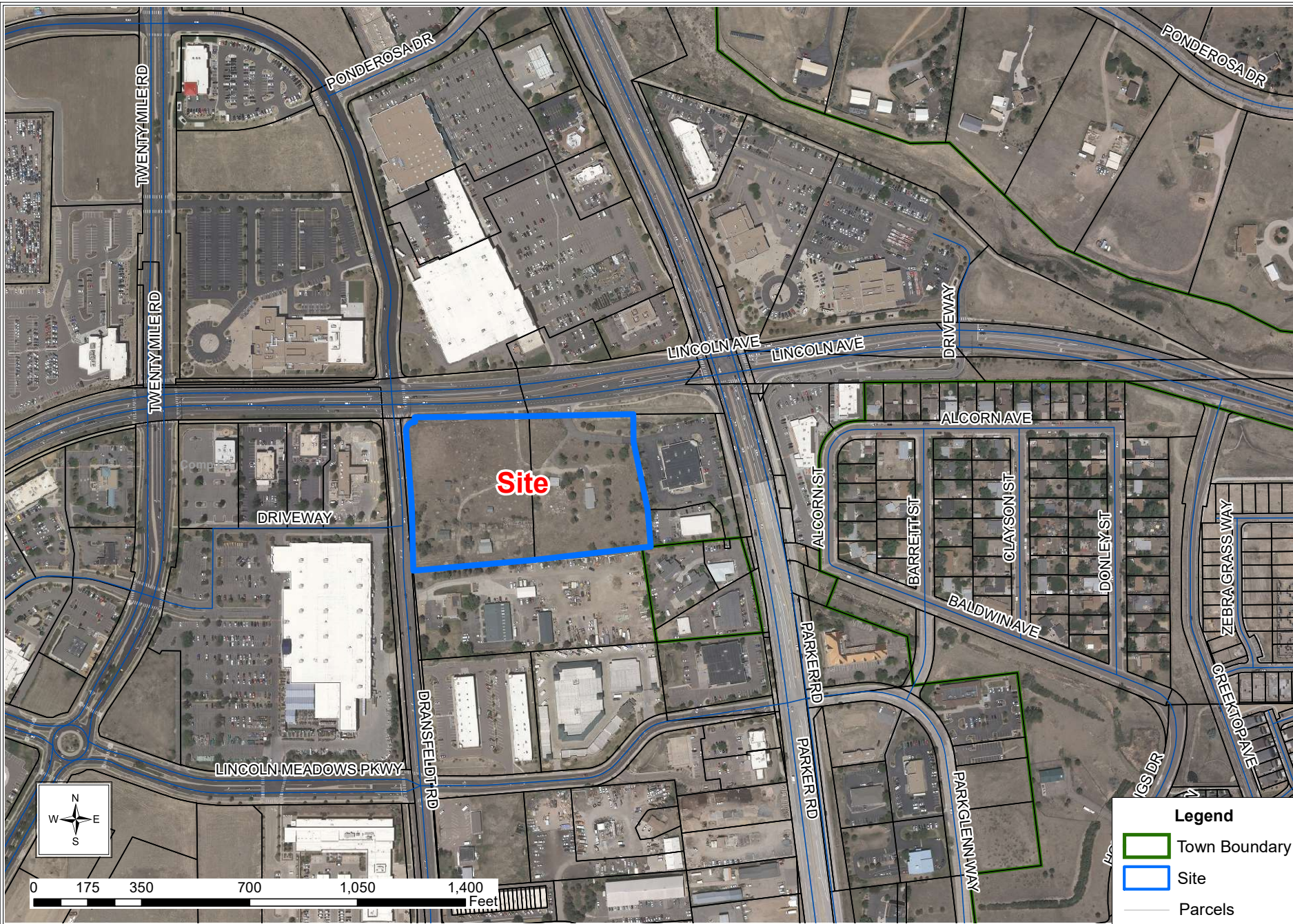
1. Vicinity Map
2. Planning Commission Staff Report
3. Lincoln Professional Park MDP
4. Lincoln Professional Park Landscape Plan
5. Lincoln Professional Park F1 Subdivision Agreement

RECOMMENDED MOTION

1. I move to approve the Lincoln Professional Park Filing No. 1 Minor Development Plat, based on staff findings.
2. I move to approve the Lincoln Professional Park Filing No. 1 Subdivision Agreement, based on staff findings.

Lincoln Professional Park Filing No. 1

Minor Development Plat





Planning Commission Staff Report

Planning Commission Date: 5/11/2023

Town Council Date: 6/5/2023

Hearing Type: **Public Hearing**
Lincoln Professional Park Filing No. 1 – Minor Development Plat

TRAKiT No(s): SUB21-055

Location: **Generally located on the southeast corner of Lincoln Avenue and Dransfeldt Road**

Project Planner: **Stacey Nerger, Planner**

Applicant: **Ryanne Sass, Plaza Street Partners**

Executive Summary: **The applicant, Plaza Street Partners, is proposing a Minor Development Plat to create 6 commercial lots and 3 tracts. The site is located at the southeast corner of Lincoln Avenue and Dransfeldt Road.**

Staff Recommendation: **Approval**

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Lincoln Professional Park Filing No. 1 Minor Development Plat.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Lincoln Professional Park Filing No. 1 Minor Development Plat, subject to the following conditions:”

-List Conditions

“I move the Planning Commission recommend Town Council deny the Lincoln Professional Park Filing No. 1 Minor Development Plat as the request does not meet the following approval criteria:”

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

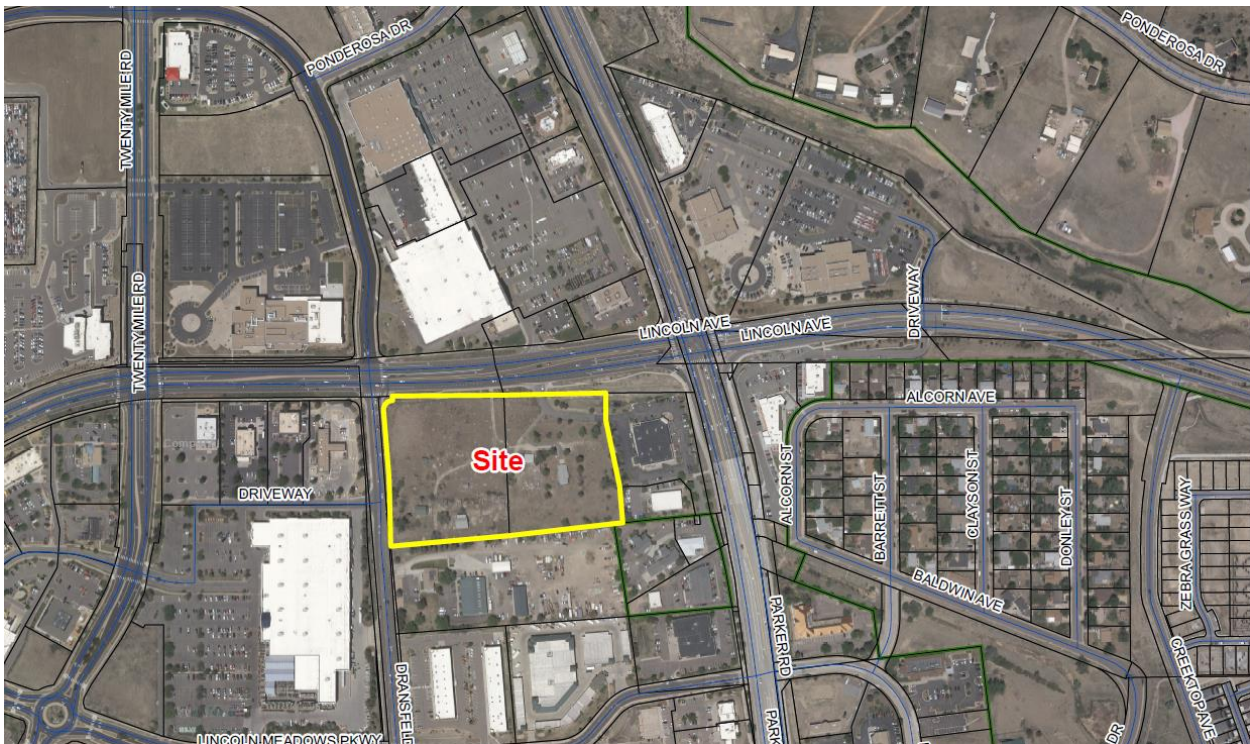
“I move the Planning Commission vote to continue the Lincoln Professional Park Filing No. 1 Minor Development Plat to a future date.”

I. BACKGROUND/DISCUSSION

The subject property was annexed into the Town and zoned for commercial purposes. The subject property is located at the southeast corner of Lincoln Avenue and Dransfeldt Road and west of the existing Walgreens. To the west of the site is the Lincoln Meadows Planned Development which allows for a mix of commercial uses and is currently developed as the Lowe's Shopping Center. To the south is the ET Technology Planned Development which currently allows for light industrial uses. To the north is Modified Commercial Zoning which allows for a mix of commercial uses and is currently developed with the Murdoch's Shopping Center. To the east is Commercial zoning and is currently developed as Walgreens.

The property is currently zoned C-Commercial. The C-Commercial Zone District allows for a mix of commercial uses as outlined within the Parker Land Development Ordinance. The proposed Minor Development Plat proposes six lots and three tracts. The proposed Minor Development Plat will accommodate the required drainage and will provide access to all lots through access easements through the development. The six lots are sized appropriately to allow for future commercial development.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
September 8, 2008	Town Council approved the Annexation and Zoning of the eastern 3.57 acres into the Town of Parker.
May 17, 2021	Town Council approved the Annexation of the western 4.37 acres of the property into the Town of Parker.
May 17, 2021	Town Council approved the zoning of all 7.95 acres to C-Commercial.
May 17, 2021	Town Council approved a Use by Special Review for a gas station convenience store on the property.

III. CURRENT SITE DATA

Existing Zoning		C - Commercial District	
Overlay District		N/A	
PD & Plan Area		Commercial	
Master Plan Area		Central Commercial	
Site Acreage		7.95 acres	
Subdivision		Not currently subdivided	
Existing Use		Residential/Undeveloped	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	Modified Commercial District	Existing Commercial – Murdoch’s and Inspire Animal Hospital
South	Central Commercial	PD - Planned Development	Existing Commercial/Light Industrial – ET Technology
East	Central Commercial	C - Commercial District	Existing Commercial - Walgreens.
West	Central Commercial	PD - Planned Development	Existing Commercial – Lowe’s and Richies Carwash

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Central Commercial District:</u> This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed use is highly encouraged where appropriate.
Consistent Goals/Strategies	<u>Land Use 1.C</u> <u>Land Use 1.E</u>

	<u>Jobs and Economic Vitality 2.A</u> <u>Jobs and Economic Vitality 2.B</u>
Staff Analysis	The subject property is located at the southeast corner of Lincoln Avenue and Dransfeldt Road within the Central Commercial Character Area as designated by the Parker 2035 Master Plan. This area is intended to provide commercial uses which focus on retail, services, lodging, restaurants and entertainment. The Town's Commercial zone district is intended to accommodate a wide range of commercial uses. The proposed Minor Development Plat will create six commercial lots and three tracts. The tracts will accommodate the drainage for the development as well as east/west and north/south access through the development. The requested plat is consistent with the specific Goals/Strategies of the Master Plan for the following reasons: • Land Use 1.C: The request would expand the Town's economic base in an area that is designated for commercial uses and zoned for commercial uses. • Jobs and Economic Vitality 2.A: The request would provide for expanded commercial activities in an area designated as a Commercial Center. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan. In addition, this property falls within the Parker Road Corridor Plan study area. The Parker Road Corridor Plan is an element of the Parker 2035 Master Plan. Among other things, the Plan includes a focus on connectivity and enhanced access between the parcels adjoining Parker Road and Dransfeldt Road. The proposed plat includes important east/west and north/south connections which aligns with the connectivity goals and graphics of the Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Lincoln Avenue – 40’ Dransfeldt Road – 40’ South property line – 25’ East property line – 15’	Structures are not a part of this proposal. Required setbacks will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	No residential development is a part of this proposal.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	35 feet	Structures are not a part of this proposal. Required height will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	Proposed lot sizes meet the zoning requirements	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	Structures are not a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	All required streetscape and tract landscaping to meet the requirements of an MDP have been proposed and satisfied.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be met at the time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Minor Development Plat against the requirements in the Town’s Commercial zone district as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property will construct a full movement access into the property from Dransfeldt Road. The existing right-in/right-out access on Lincoln Avenue will remain and will provide access to this development as well as Walgreens. All lots within the development will have access from the proposed east/west or north/south roads within the

development. These access roads will provide future access to Walgreens to the east and ET Technology to the south.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	No Comment
Town of Parker Building	Ok for replat per building.
CenturyLink Communications	Our engineer has reviewed this plat and their comments are: "I have no objections to his Plat."
Cherry Creek Basin Water Quality Authority	The authority requires construction and post-construction best management practices. No exceptions take with the proposed BMPs. The authority reserves the right to review and comment on future submittals.
Comcast	No comments submitted
Town of Parker Comprehensive Planning	Advisory Comments - Please shade the private roads for clarity/ease of recognition. Ensure the north-south roadway through the development extends/connects to Lincoln Ave.
Town of Parker Engineering/Storm water	Approved
Douglas County Assessors	No comment
Fire Life Safety	Approved
Parker Authority for Reinvestment	No Comment
IREA	Approved
Parker Water and Sanitation District	PWSD has no further design comments.
Public Service Company/ Xcel	PSCo acknowledges the comment response and has no additional concerns at this time.

VIII. CONCLUSION

The applicant is proposing to plat the 7.95 acres into six commercial lots and three tracts. Access easements are proposed to be dedicated through the property that will allow east/west and north/south access through the site. These access easements will also allow for future access through the site for the property to the east and south. The layout proposed allows for adequate access and lots sufficient in size and shape to accommodate future commercial development in alignment with the zoning and allowed uses.

This proposal is consistent with the *Parker 2035 Master Plan* and the Minor Development Plat has demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that the Planning Commission recommend Town Council approve the Lincoln Professional Park Filing No. 1 Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Lincoln Professional Park Filing No. 1 MDP
2. Lincoln Professional Park Filing No. 1 Overall Landscape Plan

Report Approved By: Bryce Matthews, Assistant Director - Planning

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILEPATH: K:\200829\SUBDIVISION\PLAT\200829.DWG LAYOUT: LAYOUT1
XREFS: plmshub.dwg (U), plmshub.dwg (U), plmshub.dwg (U), plmshub.dwg (U), plmshub.dwg (U)
XREFS: plmshub.dwg (U), plmshub.dwg (U), plmshub.dwg (U), plmshub.dwg (U), plmshub.dwg (U)

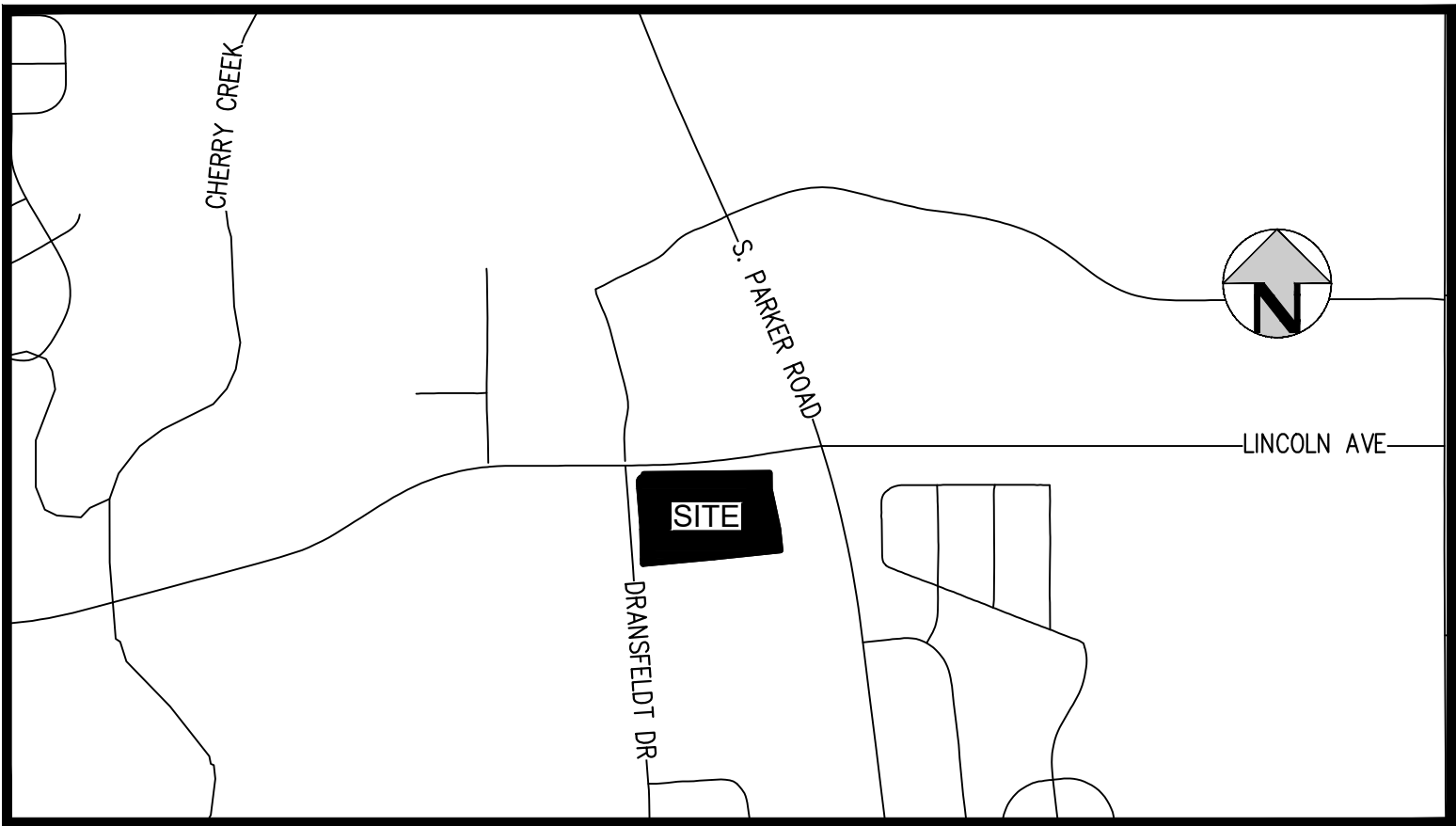
LINCOLN PROFESSIONAL PARK FILING NO. 1

MINOR DEVELOPMENT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 1 OF 3

7 LOTS, 2 TRACTS - 7.95 ACRES ±



VICINITY MAP

SCALE: 1" = 1000'

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 83°44'03" EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE **POINT OF BEGINNING**;

THENCE NORTH 89°29'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 697.77 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PEASLEE SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99104313;
THENCE ALONG THE WEST LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:
1) SOUTH 00°31'00" EAST, A DISTANCE OF 89.84 FEET;
2) SOUTH 11°49'46" EAST, A DISTANCE OF 225.08 FEET TO THE NORTHWEST CORNER OF LOT 1, PEASLEE SUBDIVISION FILING NO. 2, RECORDED AT RECEPTION NO. 2005085666;

THENCE SOUTH 05°51'51" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 120.83 FEET TO A POINT ON THE NORTH LINE OF LOT 1B, PARKER PROFESSIONAL PARK FIRST AMENDMENT, RECORDED AT RECEPTION NO. 8725509;

THENCE SOUTH 84°07'50" WEST ALONG SAID NORTH LINE, A DISTANCE OF 24.51 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

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

1) SOUTH 82°44'13" WEST, A DISTANCE OF 163.50 FEET;
2) SOUTH 84°51'34" WEST, A DISTANCE OF 577.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSE:

1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 02°14'19", AND A CHORD WHICH BEARS NORTH 02°20'42" WEST A CHORD DISTANCE OF 25.79 FEET;
2) NORTH 01°13'32" WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 03°19'57", AND A CHORD WHICH BEARS NORTH 02°53'30" WEST A CHORD DISTANCE OF 43.03 FEET;
4) NORTH 04°33'29" WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°01'51", AND A CHORD WHICH BEARS NORTH 42°27'27" EAST A CHORD DISTANCE OF 43.89 FEET;
6) NORTH 04°33'21" WEST, A DISTANCE OF 15.04 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 346,479 SQUARE FEET OR 7.95 ACRES, MORE OR LESS.

CERTIFICATE OF DEDICATION AND OWNERSHIP

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **LINCOLN PROFESSIONAL PARK FILING NO. 1**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). NO IMPROVEMENTS THAT CONFLICT WITH OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR ACCESS TO UTILITIES SHALL BE PLACED WITHIN THE UTILITY EASEMENTS. PROHIBITED IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, PERMANENT STRUCTURES, BUILDINGS, COUNTER-FORTS, DECKS, STAIRS, WINDOW WELLS, AIR CONDITIONING UNITS, RETAINING WALLS/COMPONENTS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR ACCESS, USE AND MAINTENANCE THEREOF. PROHIBITED IMPROVEMENTS MAY BE REMOVED BY THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES. THE OWNERS OF THE PROPERTY SUBJECT TO OR ADJACENT TO THE UTILITY EASEMENTS SHOWN HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SUCH AREAS, WHICH DOES NOT INCLUDE UTILITY LINES AND RELATED FACILITIES. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH UTILITY EASEMENTS, INCLUDING THE REMOVAL OF PROHIBITED IMPROVEMENTS, THE MAINTENANCE, OPERATION, RECONSTRUCTION AND REMOVAL SHALL BE AT THE COST OF THE OWNER(S).

ACKNOWLEDGMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

PLAZA STREET FUND, 106, LLC, A KANSAS LIMITED LIABILITY COMPANY

BY: _____

AS: _____

SIGNED THIS _____ DAY OF _____, 20____

NOTARY BLOCK:

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____ PLAZA STREET FUND, 106, LLC, A KANSAS LIMITED LIABILITY COMPANY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-1003894-KCTY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF MARCH 02, 2020 AT 5:00 P.M.
- UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION AND UTILITY LOCATES. UTILITY LOCATES WERE PROVIDED BY HKS UTILITY SERVICES. HARRIS KOCHER SMITH DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA, EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTHWEST CORNER BY A 3.25" ALUMINUM CAP PLS 19003 IN RANGE BOX AND THE NORTH QUARTER CORNER BY A 3.25" ALUMINUM CAP PLS 30109, ASSUMED TO BEAR SOUTH 89°29'00" WEST.
- SURVEYED PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 08035C0067G, COMMUNITY NO. 080049 0067G AND NO. 080310 0067G, LAST REVISED MARCH 16, 2016. ZONE X IS DEFINED AS AREAS OUTSIDE THE 0.2-PERCENT ANNUAL CHANCE FLOODPLAIN.
- TRACT A IS FOR STORM WATER DETENTION, AND TRACT B IS FOR ACCESS, DRAINAGE, AND UTILITIES. TRACT C IS FOR ACCESS.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- MONUMENTS, ORNAMENTAL COLUMNS AND RETAINING WALLS AND THEIR COMPONENTS ARE NOT PERMITTED TO ENCR OACH INTO UTILITY EASEMENTS.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIAL LY REASONABLE CONDITION AND STATE OF REPAIR.
- NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- A MULTI-USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.

PARCEL	LOT/TRACT GROSS AREA (AC)	LOT/TRACT GROSS AREA (SF)
OVERALL SITE	7.95	346,479
LOT 1	1.36	59,066
LOT 2	1.05	45832
LOT 3	0.92	39931
LOT 4	0.96	41679
LOT 5	1.16	50672
LOT 6	0.61	26592
TRACT A (DETENTION POND)	0.77	33467
TRACT B (EX WQ POND)	0.50	21843
TRACT C (ACCESS)	0.44	19069

PLANNING COMMISSION

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____, 20____

PLANNING DIRECTOR
ON BEHALF OF THE PLANNING COMMISSION

TOWN APPROVAL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

TITLE VERIFICATION

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS NOTED IN SCHEDULE B-2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1.

SIGNATURE

BY: _____.

AS: _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____ AS _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SURVEYOR

I, AARON MURPHY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF LINCOLN PROFESSIONAL PARK FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.
I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

AARON MURPHY, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
PLS NO. 38162

CLERK AND RECORDER

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 202____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____

(SIGNATURE)
COUNTY CLERK AND RECORDER

LINCOLN PROFESSIONAL PARK
MINOR SUBDIVISION PLAT

DEVELOPER/APPLICANT:
PLAZA STREET FUND, 106, LLC,
A KANSAS LIMITED LIABILITY COMPANY

ENGINEER/SURVEYOR:
HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203 (303) 623-6300

PREPARATION DATE: JULY 18, 2022

7 LOTS, 2 TRACTS - 7.95 ACRES ±

PROJECT NUMBER: 200829

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT IT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

XREFs: p-base-future-lot 1[U], p-base[U], p-lega[U], p-uti[U]
 OTTFD: TUE 04/18/23 2:01:58P BY: MARON M IRPHY

PROJECT NUMBER: 200829

LEGEND

 MULTI-USE UTILITY EASEMENT
HEREBY GRANTED

 DRAINAGE EASEMENT
HEREBY GRANTED



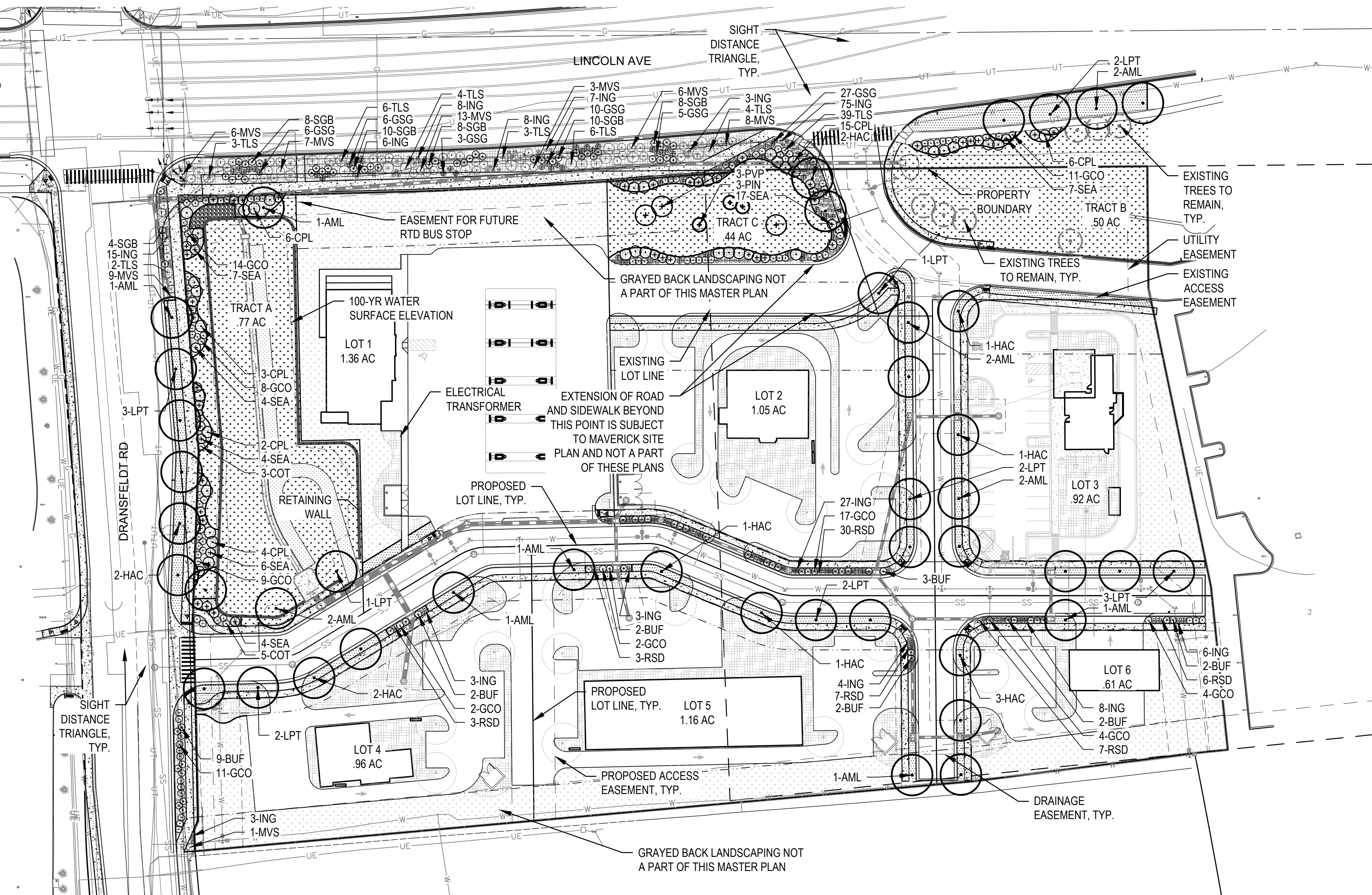
ENGINEER/SURVEYOR:
HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203 (303) 623-6300
PREPARATION DATE: JULY 18, 2022

SHEET 3 OF 3

LINCOLN PROFESSIONAL PARK FILING NO.1

MASTER LANDSCAPE PLAN

SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

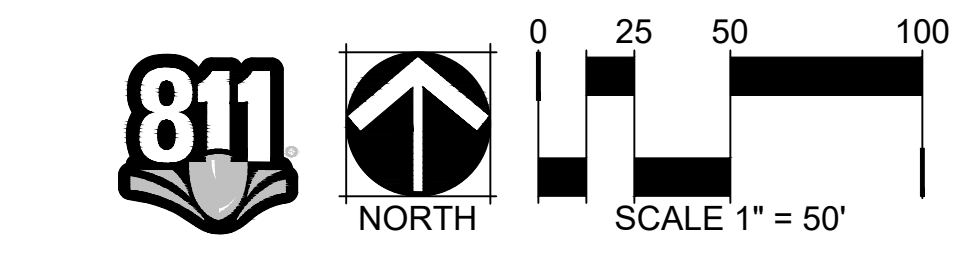


- ### GENERAL LANDSCAPE NOTES
- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
 - THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
 - THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
 - THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
 - THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
 - REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
 - LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
 - PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
 - ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 5 cu yds/1,000sf OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.
 - TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
 - THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
 - ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
 - ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
 - ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
 - ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
 - SHRUB, GROUND COVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 4" x 14 GAUGE BROWN, ROLL TOP, INTERLOCKING TYPE EDGER, RYERSON OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3' OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
 - ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 3" DEPTH, SHREDDED CEDAR GORILLA HAIR LANDSCAPE MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 3" DEPTH, SHREDDED CEDAR GORILLA HAIR LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUND COVER OR PERENNIAL AREAS.
 - AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
 - EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDDED AND RESTORED WITH SPECIFIED SEED MIX.
 - CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
 - ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
 - WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
 - SOFT SURFACE TRAILS NEXT TO MANICURED TURF OR SHRUB BEDS SHALL BE CONTAINED WITH 4" x 14 GAUGE BROWN ROLL TOP EDGER, RYERSON OR EQUAL.
 - PLANT MATERIAL WITHIN PLANTER POTS SHALL BE PER OWNER. IRRIGATION FOR PLANTER POTS TO BE ON SEPARATE ZONE(S). CONTRACTOR TO COORDINATE PLACEMENT OF NECESSARY SLEEVING PRIOR TO PLACEMENT OF PAVEMENT.
 - PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT AROUND ORNAMENTAL GRASSES.
 - THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE CITY AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
 - THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

LEGEND		
	DECIDUOUS TREE	43*
	EXISTING TREE TO REMAIN	7
	EVERGREEN TREES	6
	DECIDUOUS SHRUBS	216
	EVERGREEN SHRUBS	205
	ORNAMENTAL GRASSES	233
	NATIVE SEED	91,739 SF
	IRRIGATED SOD	6,588 SF
	PLANTING BED	42,980 SF

NOTE:
1. AREA TAKEOFFS DO NOT INCLUDE AREAS WITHIN PUBLIC RIGHT OF WAY.
* TREE QUANTITY DOES NOT INCLUDE TREES SHOWN WITHIN CONCEPTUAL LOT SITE PLANS.

PLANT SCHEDULE			
COMMON NAME	BOTANICAL NAME	CODE	
COMMON HACKBERRY	CELTIS OCCIDENTALIS	HAC	
LONDON PLANETREE	PLATANUS X ACERIFOLIA 'BLOODGOOD'	LPT	
AMERICAN LINDEN	TILIA AMERICANA	AML	
SHRUB COTONEASTER	COTONEASTER DIVARICATUS	COT	
SEA GREEN JUNIPER	JUNIPERUS X MEDIA 'SEA GREEN'	SEA	
COMMON PURPLE LILAC	SYRINGA VULGARIS	CPL	
SPANISH GOLD BROOM	CYTISUS PURGAN 'SPANISH GOLD'	SGB	
MESA VERDE SPRUCE	PICEA PUNGENS 'MESA VERDE'	MVS	
INDIAN GRASS	SORGASTRUM NUTANS	ING	
THREE LEAF SUMAC	RHUS TRILOBATA	TLS	
GIANT SACATON GRASS	SPOROBOLUS WRIGHTII	GSG	
PINYON PINE	PINUS EDULIS	PIN	
VANDERWOLF'S PYRAMID PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	PVP	
BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	BUF	
GROUND COTONEASTER	COTONEASTER HORIZONTALIS PERPUSILLUS	GCO	
DWARF RUSSIAN SAGE	PEROVSKIA ARTIPLICIFOLIA 'LITTLE SPIRE'	RSD	



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Filing: P-PLAZA STREET PARTNERS - LINCOLN DRANSFELDT - 1154-01-31-18-DRAWINGS/SUBMITTAL/SBASE-PLAZASST-FILAN.DWG Layout SITE PLAN
Printed: MON 05/01/23 2:54:40P By: Carl Runge

PROJECT #: 200929

LINCOLN PROFESSIONAL PARK FILING NO.1
MASTER LANDSCAPE PLAN
SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE
66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

MASTER PLANT SCHEDULE LIST

COMMON NAME	BOTANICAL NAME	QTY	CODE	SIZE
DECIDUOUS TREES				
COMMON HACKBERRY	CELTIS OCCIDENTALIS	13	HAC	2.5" CAL.
LONDON PLANETREE	PLATANUS X ACERIFOLIA 'BLOODGOOD'	16	LPT	2.5" CAL.
AMERICAN LINDEN	TILIA AMERICANA	14	AML	2.5" CAL.
EVERGREEN TREES				
PINYON PINE	PINUS EDULIS	3	PIN	6' HT. B&B
VANDERWOLF'S PYRAMID PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	3	PVP	6' HT. B&B
DECIDUOUS SHRUBS				
SHRUB COTONEASTER	COTONEASTER DIVARICATUS	8	COT	5 GAL. CONT.
SEA GREEN JUNIPER	JUNIPERUS X MEDIA 'SEA GREEN'	49	SEA	5 GAL. CONT.
COMMON PURPLE LILAC	SYRINGA VULGARIS	36	CPL	5 GAL. CONT.
THREE LEAF SUMAC	RHUS TRILOBATA	67	TLS	5 GAL. CONT.
DWARF RUSSIAN SAGE	PEROVSKIA ARTIPLICIFOLIA 'LITTLE SPIRE'	56	RSD	5 GAL. CONT.
EVERGREEN SHRUBS				
SPANISH GOLD BROOM	CYTISUS PURGAN 'SPANISH GOLD'	48	SGB	5 GAL. CONT.
MESA VERDE SPRUCE	PICEA PUNGENS 'MESA VERDE'	53	MVS	5 GAL. CONT.
GROUND COTONEASTER	COTONEASTER HORIZONTALIS PERPUSILLUS	82	GCO	5 GAL. CONT.
BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	22	BUF	5 GAL. CONT.
ORNAMENTAL GRASSES				
INDIAN GRASS	SORGASTRUM NUTANS	176	ING	1 GAL. CONT.
GIANT SACATON GRASS	SPOROBOLUS WRIGHTII	57	GSG	1 GAL. CONT.

TREE CONSERVATION VALUE TABLE			
TOTAL AMOUNT FOR MITIGATION			\$180,352.00
EXTRA TREES PROVIDED	QUANTITY	UNIT COST	TOTAL COST
EVERGREEN TREES: 6' HT.	0	\$700	\$0.00
DECIDUOUS TREES: 2.5" CAL.	0	\$660	\$0.00
ORNAMENTAL TREES	0	\$500	\$0.00
ADDITIONAL TREES (CONVERSION)	0	\$500	\$0.00
TOTAL	0	N/A	\$0.00
COST REDUCTION FOR TREES			\$0.00
MITIGATION COST			\$180,352.00

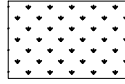
LANDSCAPE REQUIREMENTS

	AREA	TREES PROVIDED	SHRUBS/GRASSES PROVIDED
TRACT A	33,467 SF	4	80 SHRUBS, 0 GRASSES
TRACT B	21,843 SF	7 (EXISTING)	24 SHRUBS, 0 GRASSES
TRACT C	19,069 SF	8	71 SHRUBS, 102 GRASSES

NOTES

NO SUBSTANTIAL CHANGE FROM THE APPROVED LANDSCAPE PLAN MAY OCCUR WITHOUT PRIOR REVIEW OF THE PARKER WATER AND SANITATION DISTRICT, WHICH MAY REQUIRE ADDITIONAL IRRIGATION TAPS DUE TO MORE WATER INTENSIVE LANDSCAPING DESIGN SHOWN IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED AT TIME OF FINAL SITE PLAN APPROVAL.

PBSI LOW GROW NATIVE SEED MIX - 91,739 SF

COMMON NAME	% OF MIX	
IDAHO FESCUE	25%	 IRRIGATED
SANDBERG BLUEGRASS	25%	
ROCKY MOUNTAIN FESCUE	25%	
BIG BLUEGRASS	25%	
CONTACT : PAWNEE BUTTES SEED, 605 25TH ST. GREELEY, CO 80631 OR APPROVED EQUAL		
	TOTAL	100%

IRRIGATED SOD - 6,588 SF

	REVEILLE TEXAS BLUEGRASS BLEND (OR APPROVED EQUAL) PROVIDED BY BITTERSWEET TURF FARMS
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LANDSCAPE TREE CALCULATIONS

ROAD NAME	LENGTH	REQUIRED	PROVIDED	TREE DEFICIT	SHRUBS REQUIRED	SHRUBS PROVIDED	ORNAMENTAL GRASSES PROVIDED	TOTAL PROVIDED
LINCOLN AVENUE	575'	14	4	10	100	113	62 (20 SHRUB EQUIVALENTS)	133
DRANSFELDT ROAD	392'	10	6	4	40	35	18 (6 SHRUB EQUIVALENTS)	41
INTERNAL NORTH/SOUTH (EAST SIDE)	139'	4	7					
INTERNAL NORTH/SOUTH (WEST SIDE)	171'	5	5			9	4	
INTERNAL EAST/WEST (NORTH SIDE)	292'	7	3	4	40	50	27 (9 SHRUB EQUIVALENTS)	59
INTERNAL EAST/WEST (SOUTH SIDE)	431'	11	11			39	20	
NE INTERNAL ROAD (SOUTH SIDE)	108'	3	0*					
TRACT C ROAD	21'	1	1**					

NOTES:

1. ROAD LENGTH CALCULATIONS FOR INTERNAL STREETS EXCLUDE RADII AT ALL LOT ENTRANCES (CURRENTLY PROPOSED AND FUTURE) AND INTERSECTIONS. IN AREAS WHERE TREES CANNOT BE PLACED DUE TO UTILITY CONFLICTS SHRUBS AND ORNAMENTAL GRASSES HAVE BEEN PROVIDED IN ACCORDANCE WITH TOWN CODE AT A RATIO OF 10 SHRUBS (5 GAL CONTAINER SIZE) PER TREE, WITH 3 ORNAMENTAL GRASSES (1 GAL CONTAINER SIZE) COUNTING AS 1 SHRUB.

2. INTERNAL EAST/WEST ROAD CALCULATION DOES NOT INCLUDE SIDE OF ROAD ADJACENT TO LOT 1 UTILIZING AN ATTACHED WALK CONDITION.

* REQUIRED TREES PROVIDED AS PART OF LOT 3 SITE PLAN.

** REMAINING PORTION OF ROAD INTO LOT 1 IS SUBJECT TO MAVERICK PROPERTY SITE PLAN AND NOT A PART OF THIS MASTER LANDSCAPE PLAN.

REVISION DATE:

ISSUE DATE: 05-01-2023

SHEET 4 OF 6

LANDSCAPE DOCUMENTATION

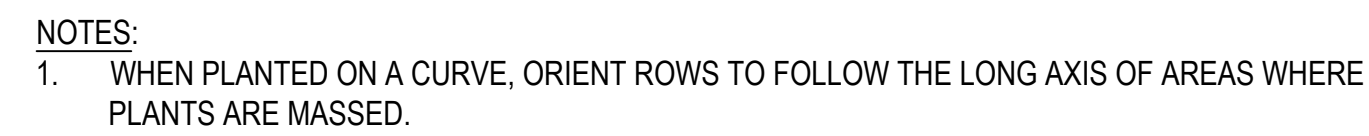
LINCOLN PROFESSIONAL PARK

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

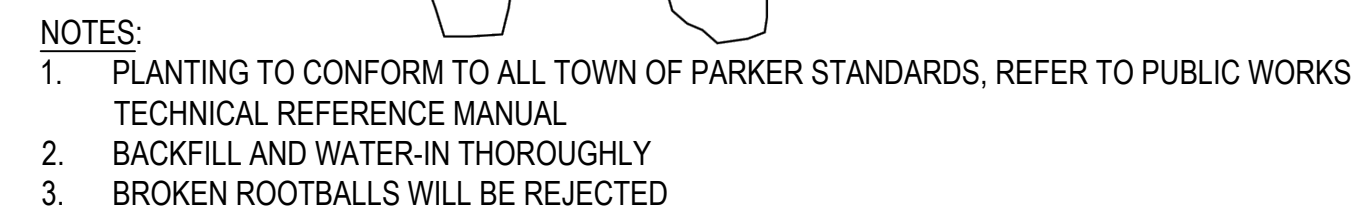
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Printed: MON 05/01/23 2:55:17P By: Carl Runge

PROJECT #: 200823

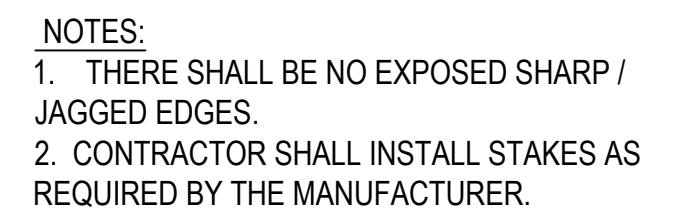
SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.



SCALE: 1" = 1'-0"



NOT TO SCALE



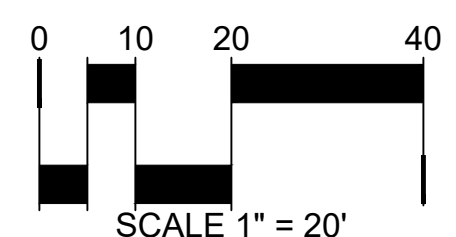
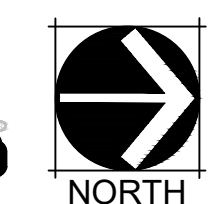
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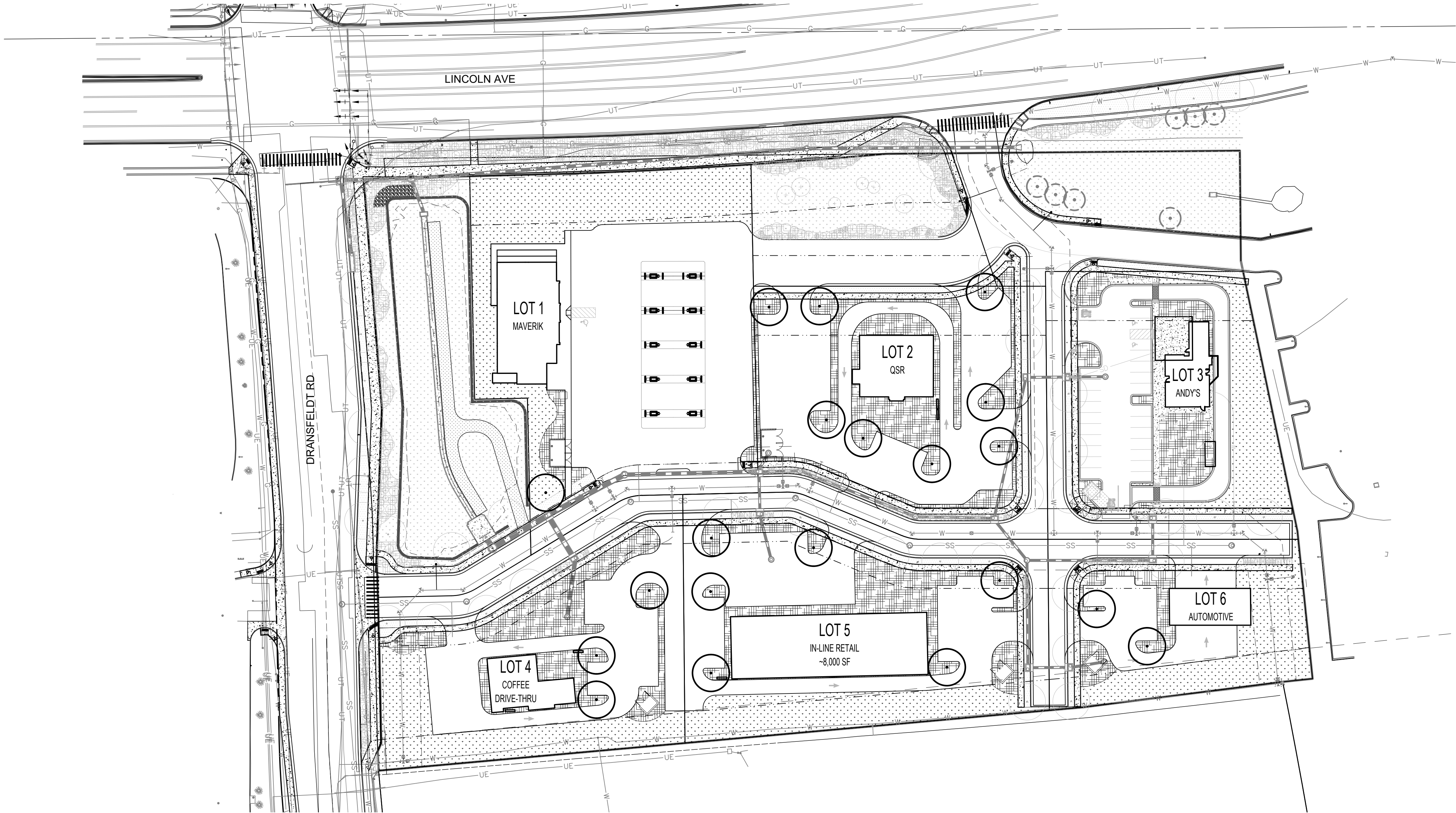


- NOTES:
1. REFER TO CIVIL PLANS FOR FINAL RETAINING WALL GRADES
 2. WALL MATERIAL SHALL BE CLASSIC 6 MODULAR BLOCK, BY ROCHESTER. COLOR SHALL BE BLUESTONE.



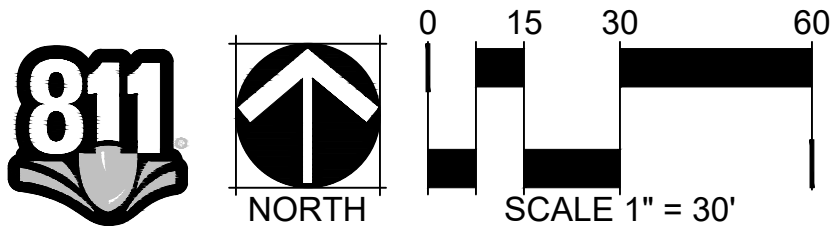
LINCOLN PROFESSIONAL PARK FILING NO.1
PRELIMINARY SITE PLAN

SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE
66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.



LANDSCAPE REQUIREMENTS

	AREA	REQUIRED (15%)	PROVIDED
LOT 1	59,066 SF	8,860 SF	17,434 SF
LOT 2	45,832 SF	6,875 SF	11,733 SF
LOT 3	39,931 SF	5,990 SF	12,187 SF
LOT 4	41,679 SF	6,252 SF	18,369 SF
LOT 5	50,672 SF	7,601 SF	16,518 SF
LOT 6	26,592 SF	3,989 SF	11,364 SF



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

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Printed: MON 05/01/23 2:55:12P By: Carl Runge

REVISION DATE:

ISSUE DATE: 05-01-2023

COMMERCIAL CONCEPT

SHEET 6 OF 6

LINCOLN PROFESSIONAL PARK

PROJECT # 200823

SUBDIVISION AGREEMENT
Lincoln Professional Park Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Plaza Street Fund 106, LLC, a Kansas limited liability company (the “Developer”).

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Lincoln Professional Park Filing No. 1, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”).

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. **Agreements and Other Requirements.** The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on May 17, 2021, which was recorded at Reception No. 2021109493, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. **Fees.** The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public

improvements, and for legal services (the “actual costs”) rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer’s need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to Probationary Acceptance (as defined in Section 9) of all drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents for the Property (the “Public Improvements”), the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the “Streetscape Improvements”). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Streetscape Security”) of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town’s Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to Probationary Acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the “Landscape Improvements”), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Landscape Security”) of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town.

The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. Pursuant to the Tree Conservation Plan approved as part of the plat, prior to recoding the final plat for the Property, the Developer shall pay to the Town the amount of One Hundred Eighty Thousand Three Hundred Fifty-Two and 00/100 Dollars (\$180,352.00), which is for the cost of the trees proposed to be removed within the Property as identified in the Subdivision.

e. Prior to recordation of the final plat for the Property, the Developer shall pay to the Town the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), which is the cost to construct the necessary improvements to Lincoln Avenue at Dransfeldt Road to install a second westbound to southbound left turn lane. The Town will use these funds for the sole purpose of constructing these improvements.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All Public Improvements, as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense

of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by Paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before December 31, 2024, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in Paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible “as built” drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is

solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in Paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance

guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

24. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Parker
 Attn: Director of Engineering/Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138

With copy to: Town of Parker
 Attn: Town Attorney
 20120 E. Mainstreet
 Parker, Colorado 80138

Notice to Developer: Plaza Street Fund 106, LLC
Attn: RYANNE SASS
3400 College Blvd., #200
Leawood, Kansas 66211

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 – 6, and Tracts A – B Lincoln Professional Park Filing No. 1, located in the Town of Parker, County of Douglas, State of Colorado, as recorded in the records of the Douglas County Clerk and Recorder on the _____ day of _____, 2023, at Reception Number _____.

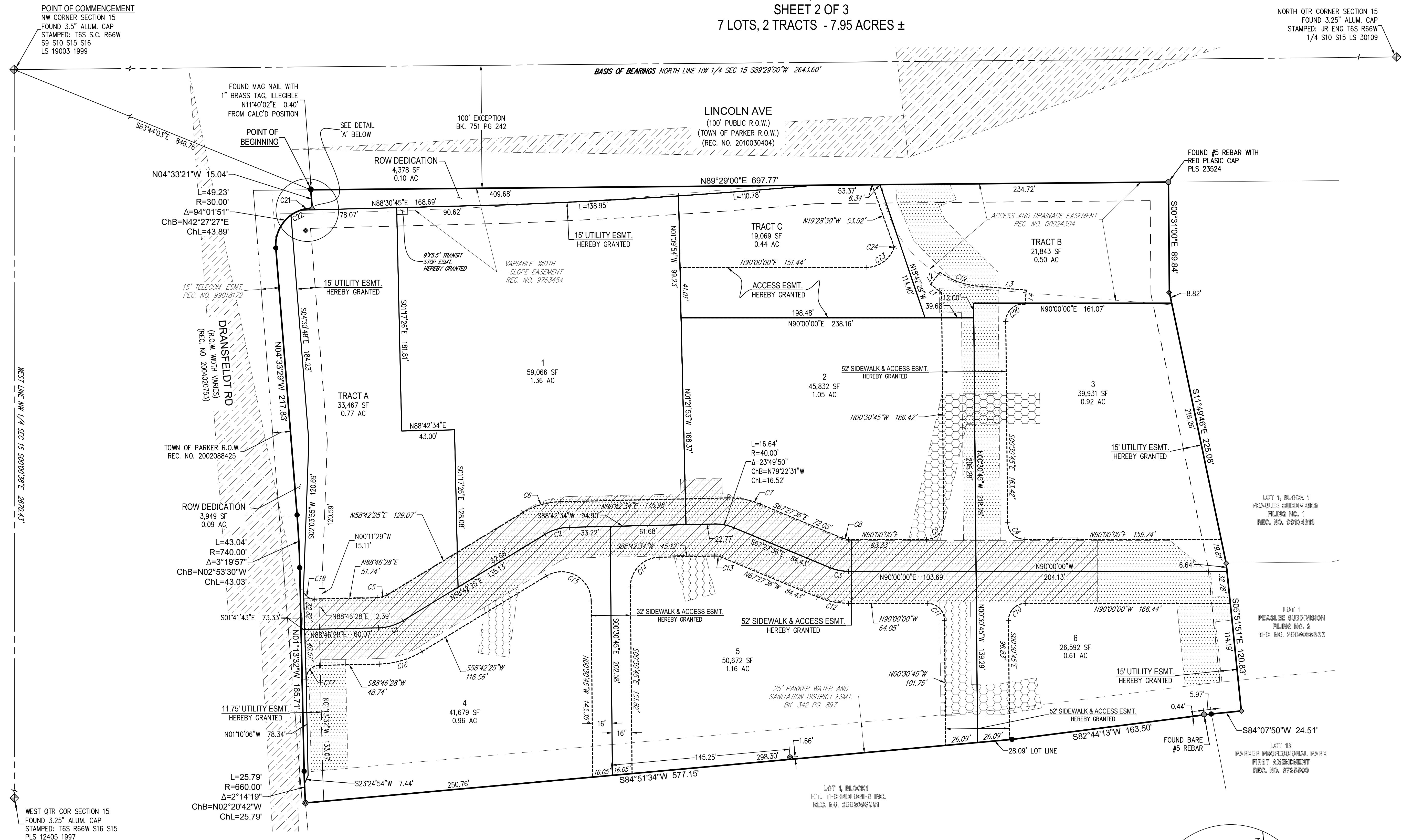
LINCOLN PROFESSIONAL PARK FILING NO. 1

MINOR SUBDIVISION PLAT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 3

7 LOTS, 2 TRACTS - 7.95 ACRES ±

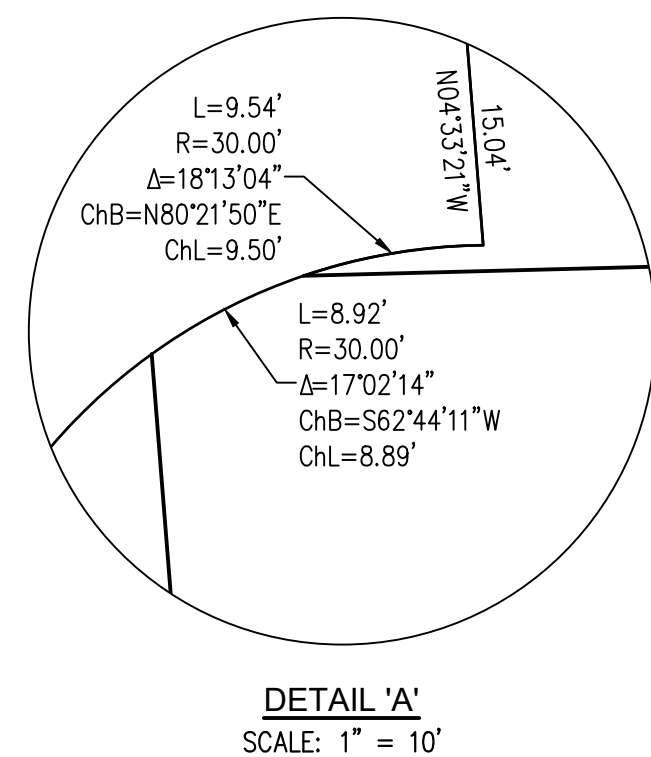


CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	40.00'	30°04'03\"	20.99'	N73°44'27\"E	20.75'
C2	40.00'	30°00'08\"	20.95'	N73°42'29\"E	20.71'
C3	40.00'	22°32'24\"	15.74'	S78°43'48\"E	15.63'
C4	14.00'	89°29'17\"	21.87'	S45°15'22\"E	19.71'
C5	15.50'	30°04'03\"	8.13'	N73°44'27\"E	8.04'
C6	61.00'	30°00'15\"	31.94'	N73°42'30\"E	31.58'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C7	66.00'	23°49'50\"	27.45'	S79°22'31\"E	27.25'
C8	14.00'	22°32'24\"	5.51'	S78°43'48\"E	5.47'
C9	14.00'	90°30'45\"	22.12'	N44°44'38\"E	19.89'
C10	14.00'	90°30'45\"	22.12'	S44°44'38\"W	19.89'
C11	14.00'	89°29'15\"	21.87'	N45°15'22\"W	19.71'
C12	66.00'	22°32'24\"	25.96'	N78°43'48\"W	25.80'

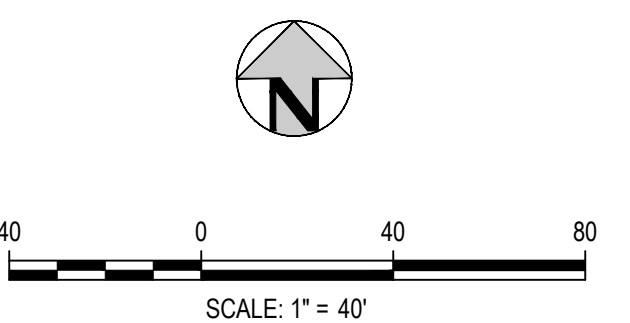
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C13	14.00'	23°49'50\"	5.82'	N79°22'31\"W	5.78'
C14	24.00'	89°13'18\"	37.37'	S44°05'55\"W	33.71'
C15	24.00'	120°46'50\"	50.59'	N60°54'10\"W	41.73'
C16	69.50'	30°04'03\"	36.47'	S73°44'27\"W	36.05'
C17	11.00'	90°02'38\"	17.29'	S43°45'09\"W	15.56'
C18	8.50'	89°27'51\"	13.27'	S47°11'44\"E	11.97'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C19	61.61'	34°09'28\"	36.73'	S71°25'11\"E	36.19'
C20	14.00'	97°27'35\"	23.81'	S48°13'05\"W	21.05'
C21	30.00'	18°13'04\"	9.54'	S80°21'50\"W	9.50'
C22	30.00'	17°02'14\"	8.92'	S62°44'11\"W	8.89'
C23	24.00'	70°58'30\"	29.73'	N54°30'45\"E	27.87'
C24	1.00'	38°30'00\"	0.67'	N00°13'30\"W	0.66'



- LEGEND**
- SECTION CORNER
 - FOUND MONUMENT AS DESCRIBED
 - FOUND #5 REBAR WITH 1.25\" YELLOW PLASTIC CAP PLS 27609
 - FOUND #5 REBAR WITH 1.25\" RED PLASTIC CAP PLS 25933
 - FOUND #5 REBAR WITH ORANGE PLASTIC CAP PLS 26285
 - FOUND 60D NAIL
 - SET #5x18\" REBAR WITH 1.25\" BLUE PLASTIC CAP PLS 38162 OR SET CONCRETE NAIL WITH 1\" BRASS TAG PLS 38162
 - ACCESS EASEMENT DIMENSION
 - PWSD EASEMENT TO BE GRANTED BY SEPARATE INSTRUMENT
 - MULTI-USE UTILITY EASEMENT HEREBY GRANTED - SEE SHEET 3
 - DRAINAGE EASEMENT HEREBY GRANTED - SEE SHEET 3
 - SIGHT TRIANGLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N52°01'04\"W	11.42'
L2	N37°58'56\"E	12.46'
L3	S85°05'49\"E	36.05'
L4	S04°54'06\"W	11.51'



LINCOLN PROFESSIONAL PARK
MINOR SUBDIVISION PLAT

DEVELOPER/APPLICANT:
PLAZA STREET FUND, 106, LLC,
A KANSAS LIMITED LIABILITY COMPANY

ENGINEER/SURVEYOR:
HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203 (303) 623-6300

PREPARATION DATE: JULY 18, 2022

SHEET 2 OF 3

LINCOLN PROFESSIONAL PARK FILING NO. 1

MINOR SUBDIVISION PLAT

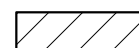
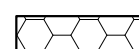
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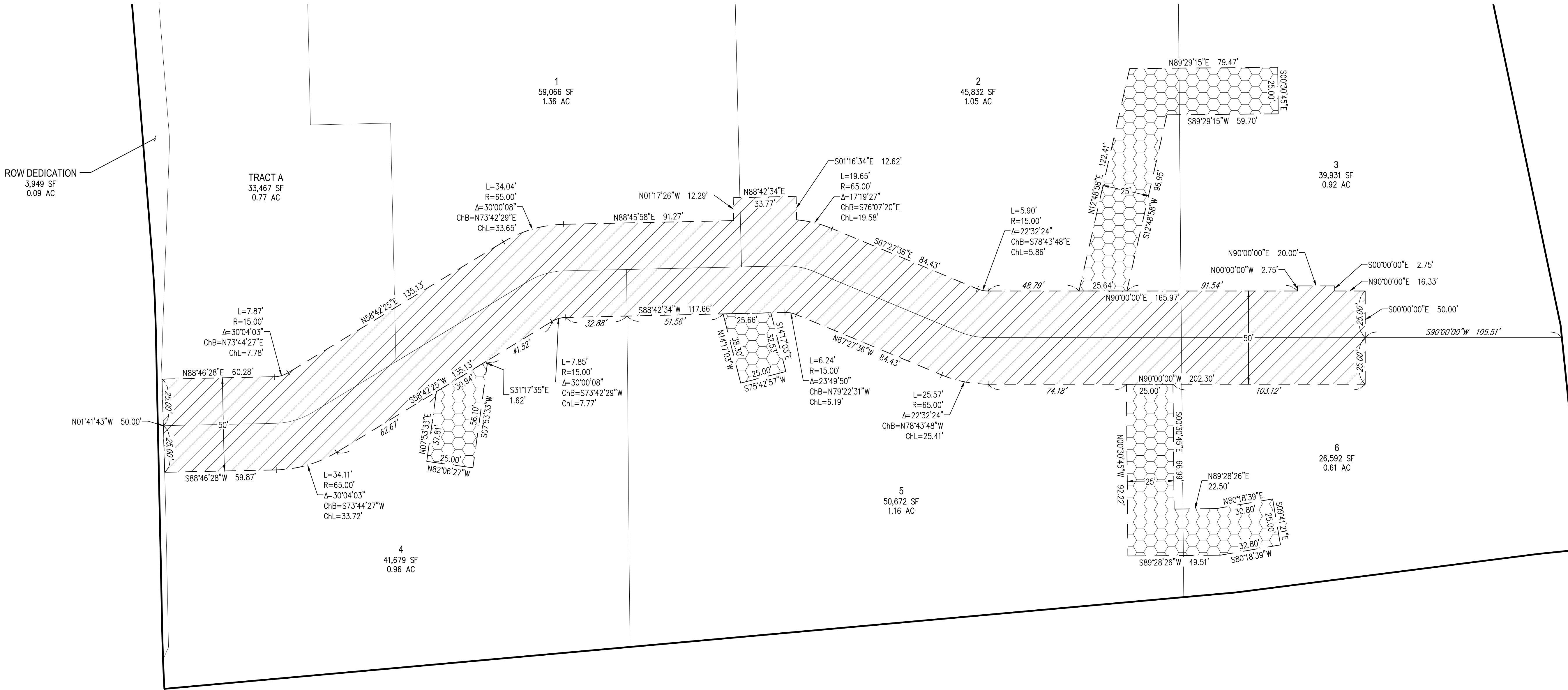
SHEET 3 OF 3

7 LOTS, 2 TRACTS - 7.95 ACRES ±

MULTI-USE UTILITY EASEMENT &
DRAINAGE EASEMENT DETAIL

LEGEND

-  MULTI-USE UTILITY EASEMENT
HEREBY GRANTED
-  DRAINAGE EASEMENT
HEREBY GRANTED



30 0 30 60
SCALE: 1" = 30'

LINCOLN PROFESSIONAL PARK
MINOR SUBDIVISION PLAT

DEVELOPER/APPLICANT:
PLAZA STREET FUND, 106, LLC,
A KANSAS LIMITED LIABILITY COMPANY

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HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203 (303) 623-6300

PREPARATION DATE: JULY 18, 2022

SHEET 3 OF 3

EXHIBIT C

**DRANSFELDT ROAD IMPROVEMENTS
PUBLIC IMPROVEMENTS QUANTITIES & OPINION OF PROBABLE CONSTRUCTION COSTS
HKS PROJECT NO. 200829**



ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
Clearing & Grubbing	LS	\$15,000.00	1	\$15,000.00
Removal of Inlet	EA	\$2,500.00	1	\$2,500.00
Removal of Pipe	LF	\$30.00	17	\$510.00
Removal of Sidewalk	SY	\$25.00	298	\$7,450.00
Removal of Curb and Gutter	LF	\$10.00	1113	\$11,130.00
Removal of Concrete Curb Ramp	SY	\$45.00	5	\$225.00
Removal of Asphalt Mat	SY	\$7.00	1465	\$10,255.00
Removal of Pavement Marking	SF	\$1.00	1350	\$1,350.00
Removal of Ground Sign	EA	\$100.00	5	\$500.00
Landscape Restoration	LS	\$2,000.00	1	\$2,000.00
Aggregate Base Course (Class 6)	TON	\$35.00	454	\$15,890.00
Hot Mix Asphalt (Grading S) (75) (PG 64-22)	TON	\$175.00	330	\$57,750.00
Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	TON	\$175.00	165	\$28,875.00
24 Inch Reinforced Concrete Pipe	LF	\$90.00	58	\$5,220.00
Inlet Type R L 5 (15 Foot)	EA	\$10,500.00	1	\$10,500.00
Manhole Box Base (10 foot)	EA	\$12,700.00	1	\$12,700.00
Concrete Sidewalk (6 Inch)	SY	\$60.00	1380	\$82,800.00
Concrete Curb Ramp	SY	\$200.00	64	\$12,800.00
Detectable Warnings	SF	\$125.00	66	\$8,250.00
Curb & Gutter Type 2 (Section II-B)	LF	\$32.00	1040	\$33,280.00
Traffic Signal Modifications	LS	\$250,000.00	1	\$250,000.00
Sign Panel (Class 1)	SF	\$23.00	5	\$115.00
Steel Sign Support (2-Inch Round) (Post & Socket)	LF	\$30.00	2	\$60.00
Modified Epoxy Pavement Marking	GAL	\$170.00	640	\$108,800.00
Preformed Thermoplastic Pavement Marking	SF	\$17.00	320	\$5,440.00
Traffic Control (Special)	L S	\$50,000.00	1	\$50,000.00
SUBTOTAL				\$733,400.00
CONSTRUCTION CONTINGENCY (10%)		10%		\$73,340.00
MOBILIZATION (5%)		5%		\$36,670.00
SURVEYING (3%)		3%		\$22,002.00
CONSTRUCTION MANAGEMENT & TESTING		12%		\$88,008.00
TOTAL				\$953,420.00
SECURITY (110%)		110%		\$1,048,762.00

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Letter of Credit No.: [Type LOC number.]

Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]

Expiry Date: [Type LOC expiration date.]

Name of Developer: [Type in name of developer.]

Town of Parker

20120 East Mainstreet

Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name of the agreement, such as "Subdivision Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature **Must** Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]
[*Address of Issuing Bank*]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$_____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type in
letter of credit issuance date*].

By: _____
_____, Mayor
Town of Parker

Lincoln Dransfeldt - Streetscape

Thursday, March 9, 2023

LANDSCAPE & SOIL PREPARATION

Item	Quantity	Unit	Unit Cost	Extension
Deciduous Trees (2.5" cal)	42	ea	\$ 800.00	\$ 33,600.00
Planting beds (mulch + weed control)	11,039	sf	\$ 1.55	\$ 17,110.45
Planting beds (soil prep)	11,039	sf	\$ 0.50	\$ 5,519.50
Planting beds (landscape fabric)	11,039	sf	\$ 0.15	\$ 1,655.85
Steel Metal Edger	51	lf	\$ 4.50	\$ 229.50
5 Gal. Container Shrubs	246	ea	\$ 60.00	\$ 14,760.00
1 Gal. Container Ornamental Grasses	131	ea	\$ 25.00	\$ 3,275.00
Legacy Buffalograss Turf	10,966	sf	\$ 1.50	\$ 16,449.00
			Subtotal	\$ 92,599.30

DRAINAGE & IRRIGATION

Item	Quantity	Unit	Unit Cost	Extension
Irrigation (Drip Lines to Trees)	42	ea	\$ 120.00	\$ 5,040.00
Irrigation (Planting Bed)	11,039	sf	\$ 2.50	\$ 27,597.50
Irrigation (Turf)	10,966	sf	\$ 2.00	\$ 21,932.00
			Subtotal	\$ 54,569.50

FLATWORK

Item	Quantity	Unit	Unit Cost	Extension
6' Wide @ 4" Thick Concrete Path for RTD Bus Stop	117	sf	\$ 8.50	\$ 994.50
			Subtotal	\$ 994.50

TOTAL \$ 148,163.30
15% Contingency \$ 22,224.50
TOTAL \$ 170,387.80
110% SIA \$ 187,426.57

EXHIBIT F

Lincoln Dransfeldt - Tracts A, B, and C

Thursday, March 9, 2023

LANDSCAPE & SOIL PREPARATION

Item	Quantity	Unit	Unit Cost	Extension
Planting beds (mulch + weed control)	8,352	sf	\$ 1.55	\$ 12,945.60
Planting beds (soil prep)	8,352	sf	\$ 0.50	\$ 4,176.00
Planting beds (landscape fabric)	8,352	sf	\$ 0.15	\$ 1,252.80
Steel Metal Edger	902	lf	\$ 4.50	\$ 4,059.00
5 Gal. Container Shrubs	175	ea	\$ 60.00	\$ 10,500.00
1 Gal. Container Ornamental Grasses	102	ea	\$ 25.00	\$ 2,550.00
Evergreen Trees (6 ft ht. B&B)	6	ea	\$ 650.00	\$ 3,900.00
Deciduous Trees (2.5" Cal. B&B)	6	ea	\$ 800.00	\$ 4,800.00
Native Seed Mix	44,835	sf	\$ 0.40	\$ 17,934.00
			Subtotal	\$ 62,117.40

DRAINAGE & IRRIGATION

Item	Quantity	Unit	Unit Cost	Extension
Irrigation (Planting Bed)	8,352	sf	\$ 2.50	\$ 20,880.00
Irrigation (Drip Lines to Trees)	12	ea	\$ 120.00	\$ 1,440.00
Irrigation (Native Seed)	44,835	sf	\$ 1.50	\$ 67,252.50
			Subtotal	\$ 89,572.50

TOTAL \$ 151,689.90

15% Contingency \$ 22,753.49

TOTAL \$ 174,443.39

110% SIA \$ 191,887.72



Request for Town Council Action

Date: June 5, 2023

Submitted By: Julia Duncan, Associate Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **COYLE/PERKINS PROPERTY ANNEXATION AND ZONING**
(Continued from November 7, 2022, February 21, 2023, and April 17, 2023 and to be continued to July 10, 2023)

Applicant: Avalon Bay Communities, Inc.

Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road

Department: Community Development, Julia Duncan

TRAKiT No.: ANX22-006 & Z22-017

EXECUTIVE SUMMARY

The applicant, Avalon Bay Communities, Inc., has submitted an Annexation Petition to annex 33.4 acres of land known as the Coyle/Perkins property at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road into the Town of Parker. They also propose zoning the property PD - Planned Development for future mixed-use development.

The Town Council will consider the proposed annexation and zoning at a public hearing on July 10, 2023.

LDO Criteria for Review and Decision

The Land Development Ordinance (LDO) requires that the Council shall consider the following factors in making its decision on the proposed zoning:

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

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

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

The subject property consists of 33.40 acres in unincorporated Douglas County and is located at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road. The applicant is proposing to annex and zone the property into the Town. It is largely undeveloped except for a small single-family house and several accessory structures that are remnants of previous agricultural use(s).

The subject property is located at a major gateway into the Town from the south along the Crowfoot Valley Road corridor. It is currently zoned by Douglas County as A1 - Agricultural One reflecting the past agricultural use that is no longer in operation. The property is adjacent to the current Town Boundary and within the Town's Planning Area (urban growth boundary) identified in the Parker 2035 Master Plan, which establishes the future geographic boundaries of the Town. The site is bounded to the east by an undeveloped property owned by Parker Water and Sanitation District, to the west by Crowfoot Valley Road and the Looking Glass planned development, to the north by Stroh Road and the Hunter's Chase multi-family residential development and to the south by one (1) single-family residence and the Meadowlark planned development.

The applicant has submitted a rezoning application that is running concurrently with the Annexation Petition. The parcel is proposed to be zoned to the Avalon Bay-Parker PD that would permit a maximum of 343 residential dwelling units, more than eight (8) acres of commercial development and associated parks, trails and open space. The PD will permit a maximum residential density of 12 dwelling units per acre, which is less than the residential density of 20 dwelling units per acre permitted by the Stroh Ranch PD to the north. The Parker 2035 Master Plan designates the subject property as part of a mixed-use Neighborhood Center planned for future commercial and higher density residential use and intended to serve as a transition to lower density residential areas.

The Annexation Petition was submitted in accordance with the Colorado Municipal Annexation Act of 1965 (the Act), Title 31, Article 12, Part 1, C.R.S., for annexation of the subject land into the Town as described in the Petition. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), referred the Annexation Petition to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required without undue delay to take appropriate steps to determine if the filed Annexation Petition is in substantial compliance with C.R.S. § 31-12-107(1). Additionally, under Section 13.04.250(c) of the Parker Municipal Code, the Town Council may determine:

1. That the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the

- date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law; or
2. The Annexation Petition does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
 3. Table any action on the Annexation Petition for a period of time not to exceed one hundred eighty (180) days.

On July 18, 2022, the Town Council approved Resolution No. 22-042 that determined the Annexation Petition substantially complies with the Act (C.R.S. § 31-12-107(l)) and which set a public hearing date of September 6, 2022 to determine eligibility for annexation into the Town. On September 6, 2022, the Town Council approved Resolution No. 22-045 and determined that the subject property was eligible for annexation into the Town as provided by the Act.

The Town has identified the Coyle/Perkins property as a candidate for future annexation through the annual Three-Mile 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, C.R.S. § 31-12-104(a). 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.

On November 7, 2022, the Town Council public hearing to consider the proposed Annexation Petition was continued until February 21, 2023 to allow staff and the applicant time to process the zoning for the property. On February 21, 2023, the public hearing was continued until April 17, 2023 to allow staff and the applicant additional time to process the zoning for the property. Recently, staff recommended continuing the application to June 5, 2023 to finalize the Annexation Agreement and zoning for the property.

The Town Charter and Section 13.04.250 of the Land Development Ordinance require that Annexation Petitions must be processed concurrently with zoning for the property in question. The proposed AvalonBay-Parker PD zoning may be summarized as follows:

- A maximum of 343 residential dwelling units at a maximum residential density of 12 dwelling units per acre
- Greater than eight (8) acres of land for future commercial development
- A minimum of 6.68 acres of open space and 4.77 acres of park space with on-site trails and connections to the Lemon Gulch Regional Trail
- A total of five (5) Planning areas with bulk standards to guide future development.

The proposed Coyle/Perkins property annexation and zoning is consistent with the Town's land use policy of actively pursuing annexations to accommodate future growth and development while permitting the continuity of services within the designated Planning Area (urban growth boundary).

On May 11, 2023, the Planning Commission held a public hearing on the proposed PD zoning and voted 5 - 2 to recommend that the Town Council approve the zoning. The two (2) Planning Commissioners who voted against the proposed zoning expressed concern about the residential uses, buffers/setbacks along the southern property line and potential impacts to the existing residential property located in unincorporated Douglas County to the south.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

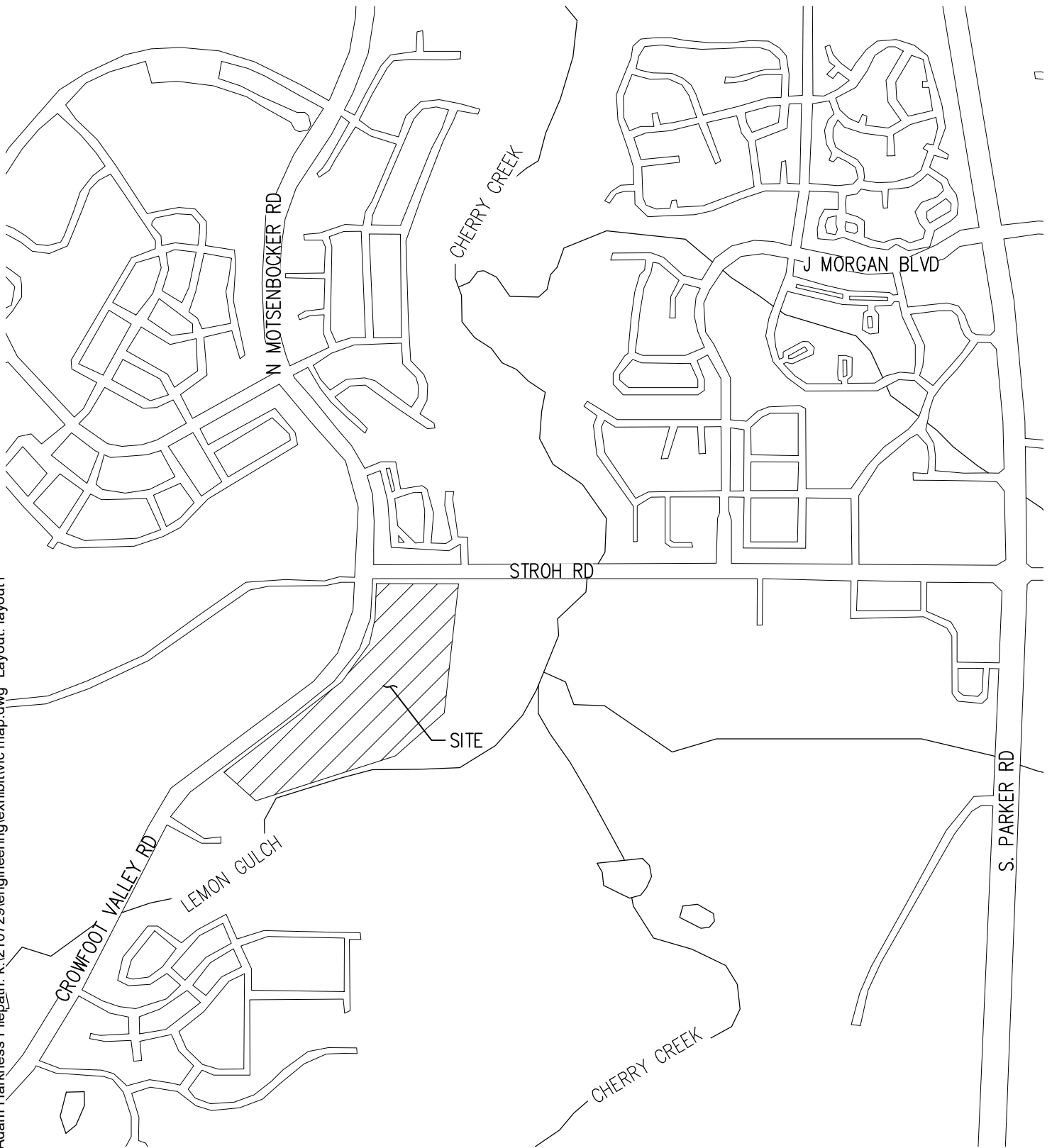
ATTACHMENTS

1. Vicinity Map
2. Vicinity Map 2.0
3. Avalon Parker-Annexation Plat
4. Avalon Parker Planned Development Guide
5. Avalon Parker PD Development Plan
6. Planning Commission Staff Report Z22-017
7. Neighborhood Outreach Summary
8. Public Comments
9. Ordinance No. 2.281

RECOMMENDED MOTION

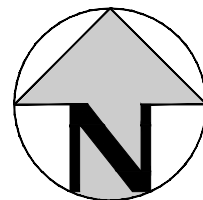
I move to continue the public hearing to consider Ordinance No. 2.281 to a date certain of July 10, 2023.

Plotted: WED 08/11/21 4:47:15P By: Adam Harkness Filepath: k:\210729\engineering\exhibit\vic map.dwg Layout: layout1



AVALON PARKER VICINITY MAP

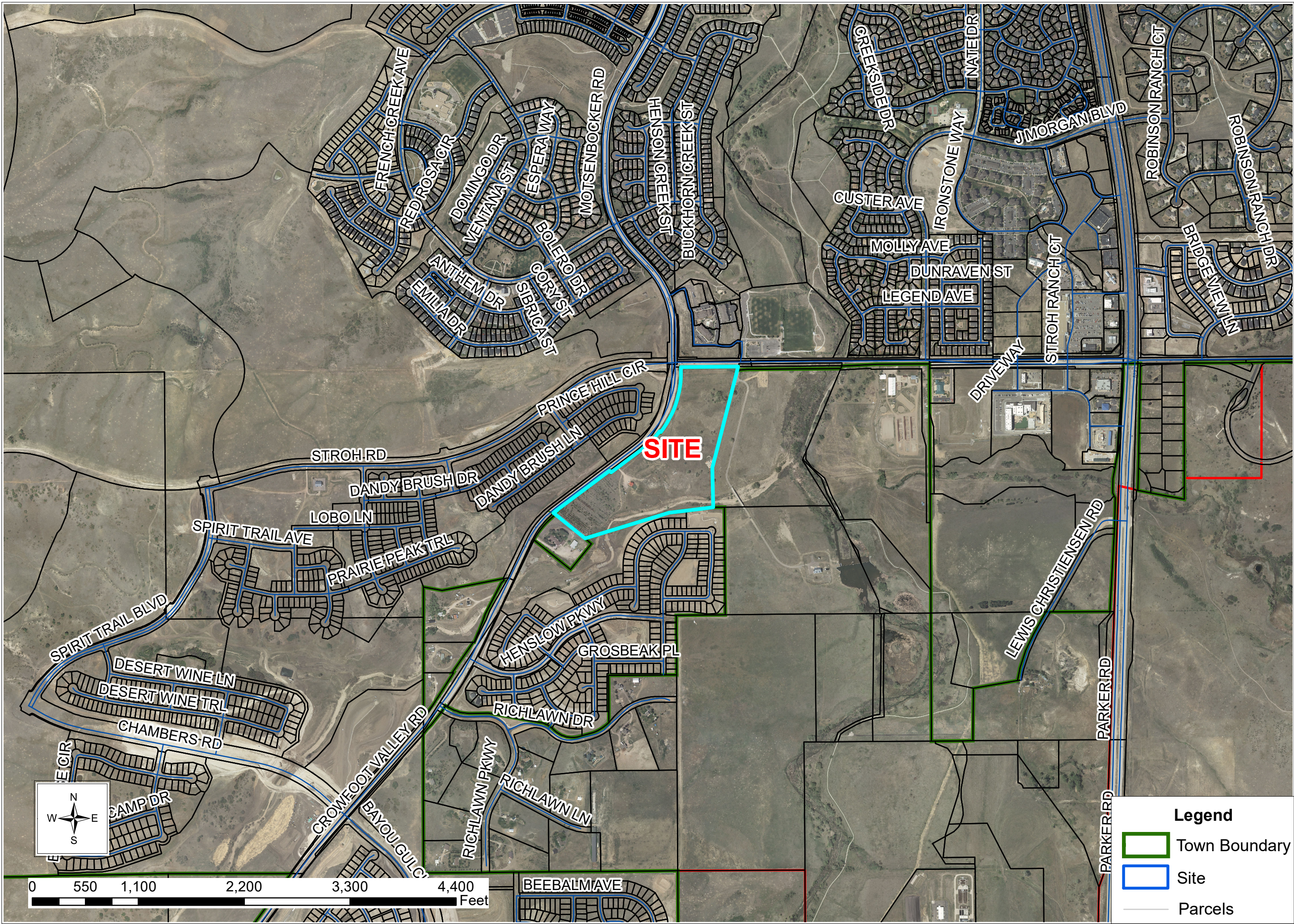
SCALE: 1"=500'



SCALE: 1" = 500'

AvalonBay-Parker PD Vicinity Map

Zoning



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILEPATH: K:\210729\HARRIS\ANNEX\PLAT_210729.DWG LAYOUT: COVER
NO REFS
PLOTTED: 06/04/2023 10:21:38A BY: CESAR DRALLO

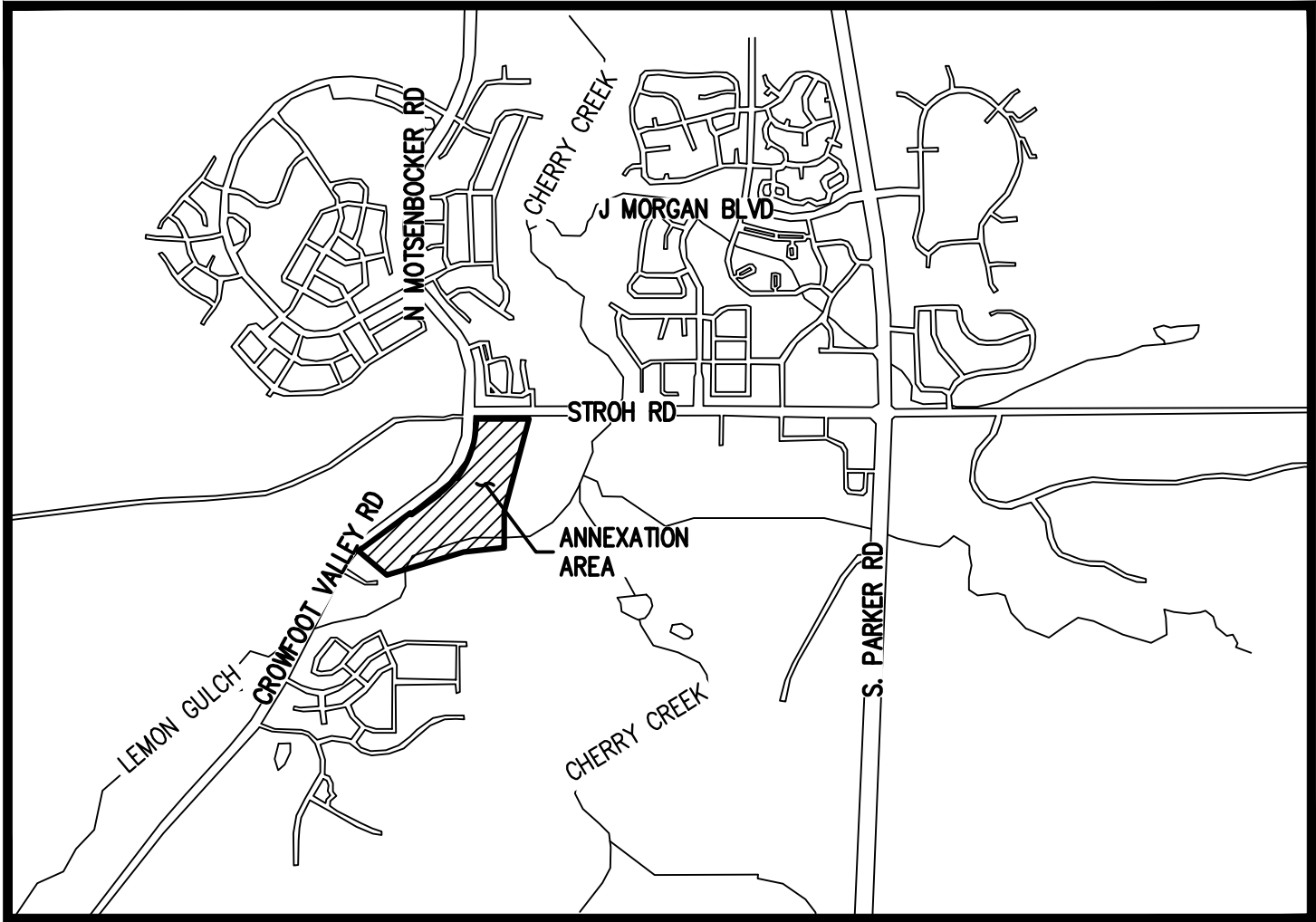
AVALON PARKER

ANNEXATION PLAT TO THE TOWN OF PARKER

BEING A PART OF THE NORTHWEST 1/4 OF SECTION 3, AND PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

SHEET INDEX

1 COVER SHEET
2 PLAT SHEET



VICINITY MAP

SCALE: 1" = 1000'



SCALE: 1" = 1000'

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO BEAR NORTH 89°52'31" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 89°52'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 670.60 FEET;
THENCE SOUTH 14°31'31" WEST, A DISTANCE OF 31.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STROTH ROAD/COUNTY RD #14 POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 14°31'31" WEST, A DISTANCE OF 1,086.08 FEET;
THENCE SOUTH 00°07'22" EAST, A DISTANCE OF 410.08 FEET TO THE NORTH CORNER OF TRACT G, MEADOWLARK SUBDIVISION FILING NO. 1;
THENCE ALONG THE NORTH LINE OF MEADOWLARK SUBDIVISION FILING NO. 1 THE FOLLOWING 2 (TWO) COURSES:

1. SOUTH 83°29'05" WEST, A DISTANCE OF 460.85 FEET;
2. SOUTH 73°13'59" WEST, A DISTANCE OF 913.32 FEET TO A POINT ON THE NORTHEAST LINE OF AN UNPLATTED TRACT RECORDED AT RECEPTION NO. 2006069697;

THENCE NORTH 50°34'22" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 417.09 FEET TO A POINT OF NON-TANGENT CURVATURE, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;
THENCE ALONG SAID EAST LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING 8 COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 925.25 FEET, A CENTRAL ANGLE OF 03°05'46", AND A CHORD WHICH BEARS NORTH 51°43'54" EAST A CHORD DISTANCE OF 49.99 FEET;
2. NORTH 53°16'47" EAST, A DISTANCE OF 682.35 FEET;
3. SOUTH 36°56'11" EAST, A DISTANCE OF 24.64 FEET;
4. NORTH 53°13'11" EAST, A DISTANCE OF 385.92 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 279.31 FEET, SAID CURVE HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 15°50'41", AND A CHORD WHICH BEARS NORTH 45°17'51" EAST A CHORD DISTANCE OF 278.42 FEET;
6. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 52°37'30" EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
7. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 664.82 FEET, SAID CURVE HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 37°09'45", AND A CHORD WHICH BEARS NORTH 18°47'38" EAST A CHORD DISTANCE OF 653.23 FEET;
8. NORTH 00°12'45" EAST, A DISTANCE OF 55.55 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STROTH ROAD/COUNTY RD #14;
THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.50 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

GENERAL NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO.: 3020-1074516 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES AND HAVING A COMMITMENT DATE OF JULY 21, 2021 AT 5:00 PM.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DEEDED NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. DC8606653, BEARS NORTH 89°52'31" EAST. MONUMENTED AT THE WEST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: AZTEC CONSULTANTS INC 1999 LS 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: 2006 PLS 29761, IN A RANGE BOX.

SUMMARY TABLE:

TOTAL ANNEXATION AREA:
1,454,691 SQ. FT. (33.40 AC.) ±

TOTAL ANNEXATION PERIMETER:
6,040.51 FT. ±

ANNEXATION PERIMETER CONTIGUOUS TO PRESENT TOWN OF PARKER:
4,192.08 FT. (69%) ±

PROJECT CONTACTS:

DEVELOPER:
AVALON BAY COMMUNITIES, INC.
5050 SOUTH SYRACUSE STREET, SUITE 1025
DENVER, CO 80237

OWNER:
WILLIAM L. COYLE
PO BOX 210
KIOWA, CO 80117

THE RALPH AND MARSHA PERKINS, JR LIVING TRUST, UTA DATED MAY 24, 2021
PO BOX 210
KIOWA, CO 80117

ENGINEER/SURVEYOR:
HARRIS KOCHER SMITH,
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203

TOWN COUNCIL CERTIFICATE:

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

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO }
COUNTY OF DOUGLAS } SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D., AT ____ A.M./P.M., AND WAS
RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATE:

I, MIGUEL A. ROMERO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREIN IS A CORRECT DELINEATION OF THE DESCRIBED PARCEL OF LAND AND THAT IT IS CONTIGUOUS TO THE TOWN OF PARKER, COLORADO AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH (1/6) OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CONTIGUITY STATEMENT:
• TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 6,040.51 FEET.
• ONE-SIXTH OF TOTAL PERIMETER OF AREA = 1,006.75 FEET.
• PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING TOWN LIMITS = 4,192.08 FEET.

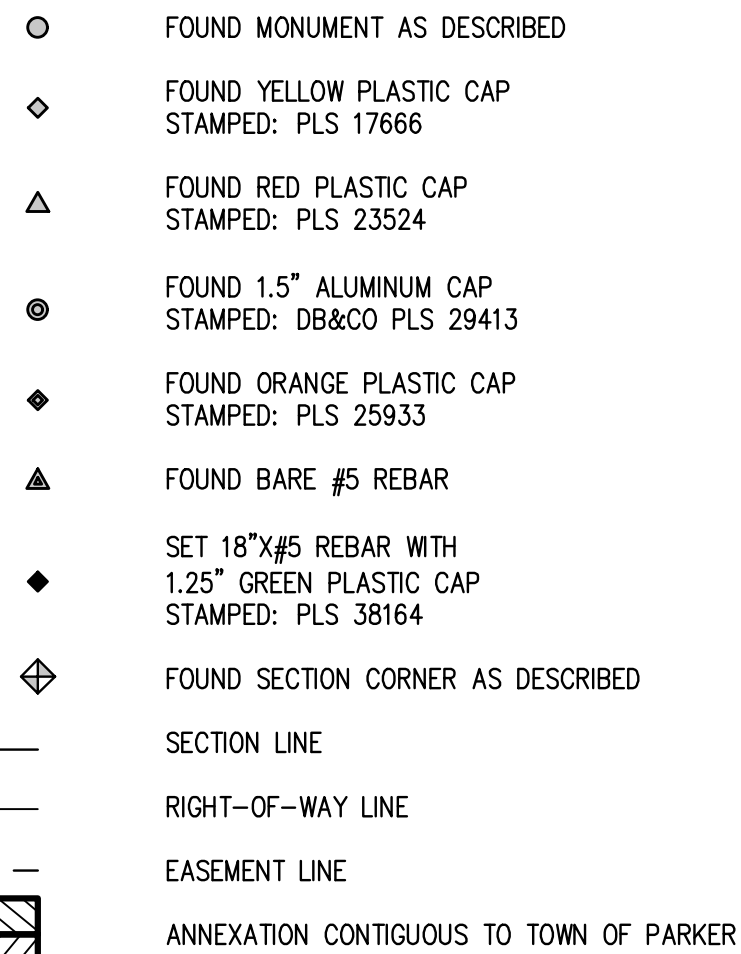
THE TOTAL CONTIGUOUS PERIMETER IS 69% WHICH EXCEEDS THE ONE-SIXTH (1/6) AREA REQUIRED.

MIGUEL A. ROMERO, PLS 38164
FOR AND ON BEHALF OF
HARRIS KOCHER SMITH

ANNEXATION PLAT TO THE TOWN OF PARKER

COUNTY OF DOUGLAS, STATE OF COLORADO

1 COVER SHEET
2 PLAT SHEET



DEVELOPMENT GUIDE

Avalon Parker

PD Guide Index

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GENERAL

A. Statement of Purpose

The purpose of the Avalon Parker Development Guide (the "Development Guide") is to establish standards for the development and improvements of the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"), according to the Development Plan, which is attached hereto and incorporated by this reference (the "Development Plan"). The standards contained in this Development Guide are intended to carry out the goals of this planned development.

B. Application

This Development Guide shall apply to the Property as illustrated on the Development Plan.

C. Control

After the adoption of this Development Guide by the Town Council of the Town of Parker, subject to the provisions of Section 13.04.230 (Nonconforming Situations) of the Parker Municipal Code, as amended, the Development Guide in conjunction with the Town of Parker Land Development Ordinance shall control development, land use, the location and bulk of all buildings and other structures, existing and future on the Property, including:

1. Any new building or other structure, and any parcel of land, or land use;
2. The use of any existing building, other structure or parcel of land that may be changed or extended;
3. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan;
4. All standards and requirements set forth or referred to in the standards and requirements for the planning area in which such buildings and other structures are located; and
5. Any other applicable standards and requirements of this Development Guide.

D. Relationship to the Town of Parker Land Development Ordinance

The provisions of this Development Guide shall prevail and govern the development of the Property; provided, however, except where the provisions of the Development Guide do not clearly address a specific subject or are in conflict with a specific provision defined in the Parker Land Development Ordinance. In such situations, the provisions of the Town of Parker Land Development Ordinance, as amended, or other applicable ordinances, resolutions or regulations of the Town of Parker shall prevail.

E. Definitions

The definitions contained in Section 13.02.010, of the Parker Municipal Code (Definitions), as amended, shall apply unless otherwise addressed herein.

- **Agriculture, Urban** – means the raising, keeping, or production of fruits, vegetables, flowers, and other crops; composting; and the processing of those agricultural products. Accessory uses may include incidental sales of produce, plants, or products raised on the premises, limiting preparing, treating, and storing agricultural products, equipment, and machinery, but does not include marijuana cultivation or the dressing of animals. Agricultural activities on properties three acres or larger shall not be considered “urban agriculture.” This definition does not include the keeping or raising of chicken, fowl, swine, goats, sheep, cattle, horses, or other farm animals.
- **Agritainment** – means events and activities that allow for recreation, entertainment, and tourism in conjunction with agricultural activities and agricultural support services. This may include farm dinners, corn mazes, hayrides, and petting zoos.
- **Dwelling, Co-Housing** – means a residential development that combines small individually owned units on a single lot with common open space and sometimes including a larger community kitchen and dining room intended for communal use on a regular basis. The residents in a co-housing development may agree to share in the provision of communal services such as cooking meals, maintenance of grounds, and child care.

F. Conflicts

Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Community Development Director.

AUTHORITY

A. Authority

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

B. Adoption

The adoption of this Development Guide by ordinance shall evidence the findings and decisions of the Town of Parker Town Council that this Development Guide for the Property is authorized by the provisions of Section 13.04.150 of the Parker Municipal Code, as amended.

C. Enforcement

The provisions of the Development Guide relating to the use of the Property shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker without any limitation on any power or authority otherwise granted by law.

D. Application

The standards contained in this Development Guide shall apply to the various planning areas contained within the Development Plan. These standards shall become the governing standards for review, approval and modification of all uses occurring within each planning area described in the Development Plan.

GENERAL PROVISIONS

A. Agricultural Uses

Existing agricultural activities and uses, and all existing accessory structures and uses which are customarily incidental or appropriate to farming and ranching shall be permitted on the Property prior to commencement of site grading within a specific planning area.

B. Planning Area Boundaries

The boundaries and acreage of all planning areas within the Property are shown on the Development Plan. Where a Planning Area abuts a street, the boundary shall be the right-of-way line of that street. Where a Planning Area abuts another Planning Area, the boundary shall be as shown on the Development Plan.

C. Density Standards

The dwelling unit density permitted in any residential planning area shall apply to the entire planning area and shall not be specifically applicable to any portion thereof. Density of any residential area shall be computed by dividing the total number of dwelling units by the gross residential acres in the area.

D. Density Variations

The total number of residential dwelling units for the Property is shown on the Development Plan. The residential density for each planning area is also shown on the Development Plan. Residential density variations within the any planning area are subject to the following:

1. The residential density of any planning area may be less than the anticipated maximum density shown on the Development Plan for that planning area.
2. The increase in maximum residential density for any planning area shall be subject to Section 13.04.240(b) of the Parker Municipal Code, as amended.
3. In no event shall the total number of residential dwelling units for the Property, as shown on the Development Plan, be exceeded.
 - a. Residential dwelling units not utilized through Site Plan approval for Planning Areas 2, 3, or 4 may be administratively transferred to Planning Area 1.

E. Utility Connections

Connection to Parker Water and Sanitation District facilities shall be required for each principal building constructed in the future on the Property.

F. Underground Utilities

All electrical and communication distribution lines shall be placed underground.

DEVELOPMENT STANDARDS

All development within the Property shall be designed in accordance with the Land Development Ordinance (LDO) and any other Town of Parker standards, Compliance with these standards shall be demonstrated at the time of subdivision and/or site plan.

DEVELOPMENT PLANNING AREAS

Planning Area 1 – Mixed-Use Neighborhood

- (a) **Purpose** – The Mixed-Use district is intended to accommodate a mix of housing types at varied densities and supporting neighborhood-centric commercial activities serving the needs of surrounding residents at a less-intense, more walkable scale. The Mixed-Use district is intended to include both vertical and horizontal mixed-use development and can serve as a transitional district to more intense commercial, mixed-use, and nonresidential districts and uses.

(b) Lot and Building Standards

Residential Density		
To be determined during Site Plan.		
Lot Standards (minimum)		
	Lot size	7,000 sq. ft.
	Lot width	35 feet
Setbacks (minimum) [1]		
	Front	5 feet
	Side	5 feet
	Side, adjoining street	10 feet
	Rear, with alley, minimum	None
	Rear, without alley, minimum	8 feet
Height (maximum)		
	Building height	Four Stories or 65 feet (whichever is less)

Notes:

[1] In instances where aerial fire apparatus is required from the internal drive, an 8 ft. maximum setback is required.

(c) Additional Standards

- Multifamily dwellings are only permitted above ground floor commercial as part of a vertical mixed-use building. Only commercial and commercial support uses shall be allowed on the first floor. Residential amenities or residential support uses (i.e. residential leasing office, residential community gym/work out center, etc.) shall only be allowed above the first floor commercial in PA-1.
- A multi-tenant commercial building, not less than three (3) tenants with a minimum of 8,000 square feet in total size, shall be built no later than the third commercial building within PA-1.
- Additional standards in the Development Design Standards may apply depending on use type.

Planning Areas 2, 3, & 4 – Multifamily Residential

- (a) **Purpose** – The Multifamily Residential Planning Areas are intended to accommodate a variety of housing types and serve as transitional districts to the Mixed-Use district of PA-1.

(b) Lot and Building Standards

Residential Density (maximum)

PA-2	21 Dwelling Units per acre
PA-3	15 Dwelling Units per acre
PA-4	14 Dwelling Units per acre
Lot Standards (minimum)	
Lot size	Single-family attached or duplex: 1,000 sq. ft. Other uses: 7,000 sq. ft.
Lot width	Single-family attached or duplex: 22 feet Other uses: 35 feet
Setbacks (minimum) [1] [2]	
Front	Single-family attached or duplex: 5 feet Single-family attached or duplex, with garage: 18 feet Other uses: 5 feet
Side	5 feet
Side, adjoining street	10 feet
Rear, with alley, minimum	None
Rear, without alley, minimum	8 feet
Height (maximum)	
PA-2	Four Stories or 65 feet (whichever is less)
PA-3	Three Stories or 50 feet (whichever is less)
PA-4	Two Stories or 40 feet (whichever is less)
Notes:	
[1] Setbacks adjacent to the dedicated public park or other park areas: 8 feet	
[2] In instances where aerial fire apparatus is required from the internal drive, an 8 ft. maximum setback is required.	

(c) Additional Standards

a. Planning Areas 2 & 3

- i. A minimum roadway buffer of 30 ft. along Crowfoot Valley Road as measured from the edge of right-of-way to building façades shall be provided.

b. Planning Area 4

- i. A 60-65 ft. average setback from the Crowfoot Valley Road back of curb to the nearest building façade shall be provided. At no point will this setback be less than 50 ft.
- ii. A minimum buffer of 30 ft. to building façade from the southern property line shall be provided.

Planning Area 5 – Open Space

- (a) **Purpose** – The OS district is intended to preserve and protect Parker’s natural environmental resources such as wildlife corridors and habitats; scenic viewsheds; cultural and historical areas and structures; and landmarks. The OS district also accommodates both limited active and passive outdoor recreation uses and activities.

(b) Lot and Building Standards

Setbacks (minimum)		
	Front	25 feet
	Side	20 feet
	Rear	20 feet

Height (maximum)

Building height

25 feet

Table of Allowed Uses

Table of Allowed Uses P = permitted by right S = Use by Special Review required A = accessory use by right blank cell = prohibited + = use-specific standards apply to that use in that zoning district				
Planning Area	1	2/3/4	5	Use Specific Standards
Residential				
Household Living				
Caretaker Residence				
Dwelling, Co-Housing	S+	P+		Use Specific Standards b. 1.
Dwelling, Duplex		P		
Dwelling, Live/Work				
Dwelling, Multifamily	P	P		
Dwelling, Single-Family Attached		P		
Dwelling, Single-Family Detached				
Home Occupation	A+	A+		Use Specific Standards a. 1.
Group Living				
Continuing Care Facility	S+			Use Specific Standards b. 2.
Group Home and Residential Facility				
Public, Institutional, and Civic Uses				
Community and Cultural Facilities				
Cemetery				
Community Facility	P	P		
Daycare, Commercial	P+			Use Specific Standards c. 1.
Daycare, Residential	P+			Use Specific Standards c. 2.
Funeral Facility				
Park	P	P	P	
Open Space	P	P	P	
Public Safety Facility				
Religious Assembly	P+			Use Specific Standards c. 3.
Educational Facilities				
School, College or University				
School, Public or Private	S			
School, Vocational or Trade	P+			Use Specific Standards c. 4.
Healthcare Facilities				
Hospital				

Table of Allowed Uses P = permitted by right S = Use by Special Review required A = accessory use by right blank cell = prohibited + = use-specific standards apply to that use in that zoning district				
Planning Area	1	2/3/4	5	Use Specific Standards
Medical or Dental Clinic	P			
Commercial Uses				
Agricultural and Animal Uses				
Agriculture, General			P	
Agriculture, Urban	A+	A+	A+	Use Specific Standards a. 2.
Agritainment			P	
Kennel, Commercial				
Stable, Commercial				
Veterinary Clinic and Hospital	P+			Use Specific Standards d. 1.
Recreation and Entertainment				
Indoor Recreation Facility	S+			Use Specific Standards d. 2.
Outdoor Recreation Facility	S			
Food and Beverage Services				
Bar and Lounge	P			
Microbrewery, Cidery, Distillery, or Winery	P+			Use Specific Standards d. 3.
Restaurant	P			
Office, Business, and Professional Services				
Administrative, Professional, and Government Office	P			
Automated Teller Machine	P+			Use Specific Standards d. 4.
Financial Institution	P+			Use Specific Standards a. 3.
Research and Development				
Personal Services				
Check-Cashing Establishment				
Laundry Facility, Commercial	P+			Use Specific Standards d. 5.
Laundry Facility, Self-Service	P+			Use Specific Standards d. 6.
Personal Instruction or Studio	P+			Use Specific Standards d. 7.
Personal Services, General	P+			Use Specific Standards d. 8.
Retail Sales				
Building Materials and Supply Store				
General Retail, 10,000 Square Feet or Less	P+			Use Specific Standards d. 9.
General Retail, More than 10,000 Square Feet	S+			Use Specific Standards d. 10.
Mobile Business				
Nursery or Garden Supply Store				
Outdoor Sales and Display				
Pawnbroker				
Lodging Facilities				
Bed and Breakfast	P+			Use Specific Standards d. 11.

Table of Allowed Uses P = permitted by right S = Use by Special Review required A = accessory use by right blank cell = prohibited + = use-specific standards apply to that use in that zoning district				
Planning Area	1	2/3/4	5	Use Specific Standards
Hotel/Motel	S			
Short-Term Rental				
Transportation, Vehicles, and Equipment				
Automotive Fuel Sales	P+			Use Specific Standards d. 12.
Automotive Repair, Major				
Automotive Repair, Minor				
Automotive Sales and Leasing, Heavy				
Automotive Sales and Leasing, Light				
Car Wash				
Drive-Through Facility	A+			Use Specific Standards a. 3.
Electric Vehicle Charging Station	A+	A+	A+	Use Specific Standards a. 4.
Equipment and Machinery Sales, Rental, and Repair				
Parking Garage				
Parking Lot				
Recreational Vehicle Sales, Rental, and Repair				
Transit Terminal or Station	P			
Sexually Oriented Businesses				
Sexually Oriented Business				
Industrial Uses				
Manufacturing and Processing				
Food and Beverage Processing				
Industrial, General				
Industrial, Light				
Industrial Hemp Processing				
Mining and Extraction				
Oil and Gas Operations				
Storage and Warehousing				
Commercial Outdoor Storage	A+			Use Specific Standards a. 5.
Contractor Office				
Distribution Facility				
Self-Storage				
Public and Semi-Public Utility Uses				
Utilities				
Public Utility, Major	S+	S+	S+	Use Specific Standards e. 1.

Use-Specific Standards – All uses with use-specific standards are indicated in the table above.

(a) Accessory Uses and Structures

1. **Home Occupation.** A home occupation shall be allowed as a permitted accessory use, provided that all of the following conditions are met:
 - a. General Standards
 1. Medical and dental clinics, short-term rentals, veterinary clinics and hospitals, light industrial or manufacturing activities, and restaurants are not permitted as home occupations
 2. Group homes, group residential facilities, day care (adult and child), assisted/independent living, and continuing care are not considered home occupations and shall be regulated in accordance with the standards pertaining to those uses in this PD.
 3. Home occupations shall be clearly incidental and secondary to the use of the dwelling as a dwelling unit and shall not change the character of the dwelling.
 4. The total area used for such purposes shall not exceed 50 percent of the building footprint of the principal dwelling.
 - b. Operational Standards
 1. Such use shall only be conducted entirely within an enclosed building.
 2. There shall be no exterior advertising of the home occupation.
 3. There shall be only incidental sale of products made by the residents and conducted on the premises.
 4. There shall not be more than one employee on site, excluding the owner of the home occupation and dwelling unit and residents of the dwelling unit.
 5. There shall not be more than two customers or patrons on site at any given time.
 6. There shall be no outside storage on the premises of materials or equipment used in connection with the home occupation.
 7. There shall be no excessive or offensive noise, vibration, smoke, dust, odors, heat, glare or light noticeable or extending beyond that property.
 8. Home occupations shall not generate traffic that significantly affects the residential character of an area, nor allow for deliveries of materials or products to the property.
 - c. In cases where clarification of a permitted home occupation is needed, the Planning Director shall determine which activities are conducive to the principal use of residence or compatible with adjoining land uses.
2. **Agriculture, Urban**
 - a. The keeping or raising of animals shall only be allowed as an accessory use on lots within an occupied dwelling unit, and are subject to the standards in the Town of Parker Land Development Ordinance, as amended.
 - b. Structures associated with this use may not exceed 25 percent of the total site area.
 - c. Produce sales shall comply with the Colorado Cottage Foods Act.
 - d. Produce sales must occur onsite, and are limited to the hours between 7:00 a.m. and 7:00 p.m.
3. **Drive-Through Facility**

- a. An establishment with a drive-through facility shall not be located within 250 feet of the hard corner (Stroh Road and Crowfoot Valley Road) or 250 feet from the residential property lines located within PA-2, unless the drive-through is located as part of a multi-tenant building, then these setbacks shall not apply.
- 4. **Electric Vehicle Charging Station**
 - a. Level 1, Level 2, and Level 3 charging stations are allowed as an accessory use to any permitted principal use.
 - b. Level 3 charging stations shall not count toward required parking spaces.
 - c. EV charging station spaces shall be reserved for the charging of electric vehicles only. Such spaces shall be posted accordingly, including any amperage and voltage levels, time limits, and contact information for reporting issues.
 - d. EV charging station equipment shall be located so that it does not interfere with vehicular, bicycle, or pedestrian access and circulation, or with required landscaping.
- 5. **Commercial Outdoor Storage**
 - a. Purpose
 - 1. Nothing in this section shall be construed as permitting any new or expanded storage, outdoor storage, and warehousing as principal uses within any zoning district of the Town or any areas of the Town zoned PD-planned development, except as provided by this section.
 - b. Storage Uses Prohibited
 - 1. All storage, self-storage, outdoor self-storage, commercial storage, and warehousing uses are prohibited as a use by right or as a Use by Special Review in all zoning districts and in all areas zoned PD-planned development, except as allowed as an accessory use.
 - c. Residential
 - 1. Storage in residential areas shall be limited to those items which are clearly incidental to residential functions and uses. Commercial or industrial related storage of materials or equipment is not allowed.
 - 2. Outdoor storage shall not be permitted in the front yard of a residential dwelling.
 - 3. Outdoor storage of items commonly used inside a residential dwelling are not permitted.
 - 4. Storage of items defined as “junk” or “litter” by the Town of Parker Land Development Code are not permitted.
 - d. Screening
 - 1. All types of accessory commercial storage shall be screened from public view and from the view of the surrounding areas as required by using consistent materials and color schemes as the principal building and in compliance with the Development Design Standards. This shall include the screening of materials and equipment used by the principal use.
 - e. Storage and Warehousing are permitted only where the use is accessory, ancillary, incidental, subordinate and integral to the operations of a primary nonresidential permitted use. Storage and warehousing as an accessory use should generally occupy not more than twenty-five (25%) of the site or building(s) with the remaining seventy-five (75%) of the site or building being the primary use. Storage and warehousing are not permitted as a principal land use within the Town of Parker.

(b) Residential Uses

1. Dwelling, Co-Housing

- a. Design and layout.
 1. The minimum project size for co-housing development is one acre.
 2. The maximum size of each co-housing unit is 800 square feet of gross floor area.
 3. A shared open space containing a minimum of 20 percent of the project area shall be provided.
 4. Underlying zoning district lot and setback requirements shall apply to the project site boundaries as a whole, but not to individual co-housing dwelling pads.
 5. Each co-housing dwelling unit shall be separated by a minimum of five feet.
 - b. Operation and ownership.
 1. Each co-housing dwelling unit shall be on a permanent foundation and shall connect to public water and sanitary sewer.
 2. One accessory storage structure less than 100 square feet may be permitted for any unit part of a co-housing project approval.
 3. One accessory storage structure less than 600 square feet may be permitted as a shared maintenance storage facility for the co-housing project. The structure shall be enclosed on all sides and separated from other structures by a minimum of three feet.
 4. Access drives within a co-housing dwelling development shall be constructed to Town standards.
 5. Co-housing projects shall be organized as condominium developments meeting all requirements of the Town's Condominium Platting and map process and Colorado state law.
- 2. Continuing Care Facility.** Continuing care facilities shall not be located within 250 feet from a hard corner unless approved by a Use by Special Review.

(c) Public, Institutional, and Civic Uses

1. Daycare, Commercial

- a. Daycares shall provide adequate drop-off and pickup queuing on-site to avoid impacting adjacent properties or roadways
 - b. Daycares shall not exceed 3,500 square feet and shall not be located within 250 feet from a hard corner.
- 2. Daycare, Residential.** A residential daycare meeting the definition of a "family child-care home," as defined by Section 26-6-102(4), C.R.S., shall be subject to compliance with the Parker Residential Code for One- and Two-Family Dwellings.
- 3. Religious Assembly.**
- a. Religious assemblies between 3,500 and 10,000 square feet shall not be located within 250 feet of a hard corner or 250 feet of a residentially zoned property; and
 - b. Religious assemblies larger than 10,000 square feet require a Use by Special Review.
- 4. School, Vocational or Trade.** Vocational or trade schools shall be limited to training for skilled career fields in which such career would be an allowed use type or activity in the underlying zoning district of the school.

(d) Commercial Uses

1. **Veterinary Clinic and Hospital.** Outdoor facilities associated with a veterinary clinic or hospital are prohibited unless such facilities:
 - a. Are not closer than 150 feet to any residentially zoned property line;
 - b. Are only used between the hours of 7:00 a.m. and 7:00 p.m.; and
 - c. Provide and maintain a pet relief area that does not interfere with any public right-of-way, easement, shared access, walkway, or other service area.
2. **Indoor Recreation Facility.**
 - a. Indoor recreation facility uses shall be conducted entirely within an enclosed building.
 - b. Indoor recreation facilities shall not exceed 15,000 square feet.
3. **Microbrewery, Cidery, Distillery, or Winery.**
 - a. Storage of raw or spent materials shall be stored within a fully enclosed principal or accessory structure, building, or container
 - b. A microbrewery, distillery, or winery shall not exceed 10,000 square feet.
 - c. Wholesale sales and bulk shipping of products shall be prohibited.
4. **Automated Teller Machine.** Freestanding automated teller machines shall not be located within 250 feet of the hard corner (Stroh Road and Crowfoot Valley Road) or 250 feet from the residential property lines located within PA-2, unless the automated teller machine is located as part of a multi-tenant building, then these setbacks shall not apply.
5. **Laundry Facility, Commercial.**
 - a. All activities must be conducted entirely within an enclosed building.
 - b. Laundry facilities shall not exceed 3,500 square feet and shall not be located within 250 feet of the hard corner (Stroh Road and Crowfoot Valley Road) or 250 feet from the residential property lines located within PA-2.
6. **Laundry Facility, Self-Service.**
 - a. All activities must be conducted entirely within an enclosed building.
 - b. Laundry facilities shall not exceed 3,500 square feet and shall not be located within 250 feet of the hard corner (Stroh Road and Crowfoot Valley Road) or 250 feet from the residential property lines located within PA-2.
7. **Personal Instruction or Studio.** Personal instruction studios shall not exceed 10,000 square feet unless otherwise approved as part of a Use by Special Review.
8. **Personal Services, General.**
 - a. Any personal service use involving the care of animals shall be subject to the following standards:
 1. Shall be located a minimum of 250 feet from any residential use or residential zoning district, except for residential uses within a mixed-use zoning district;
 2. Shall be operated entirely within an enclosed building; and
 3. Shall provide and maintain a pet relief area that does not interfere with any public right-of-way, easement, shared access, walkway, or other service area.
 - b. Personal services shall not exceed 10,000 square feet unless otherwise approved as part of a Use by Special Review.
9. **General Retail, 10,000 square feet or less.** All activities must be conducted entirely within an enclosed building.
10. **General Retail, More than 10,000 square feet.** General retail shall not exceed 15,000 square feet.

11. Bed and Breakfast.

- a. **Location.** Bed and breakfast establishments shall only be allowed in a building with residential character. Any modifications to the building shall be compatible with applicable design standards and with the character of the neighborhood.
- b. **Number of bedrooms.** The total number of bedrooms, including the bedrooms occupied by permanent residents of the building shall not exceed five.
- c. **Operations.**
 - 1. The structure shall be owner-occupied or shall be occupied by a resident manager.
 - 2. Guest stays shall be limited to a maximum of 30 days.

12. Automotive Fuel Sales.

- a. Automotive fuel sales establishments shall not be located within 500 feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, or a group residential facility.
- b. Automotive fuel sales establishments shall not be located within 250 feet of the hard corner (Stroh Road and Crowfoot Valley Road) or 250 feet from the residential property lines located within PA-2.
- c. Not more than two fuel sales establishments shall be located within 660 feet of any single hard corner.

(e) Public and Semi-Public Utility Uses

1. Public Utility, Major

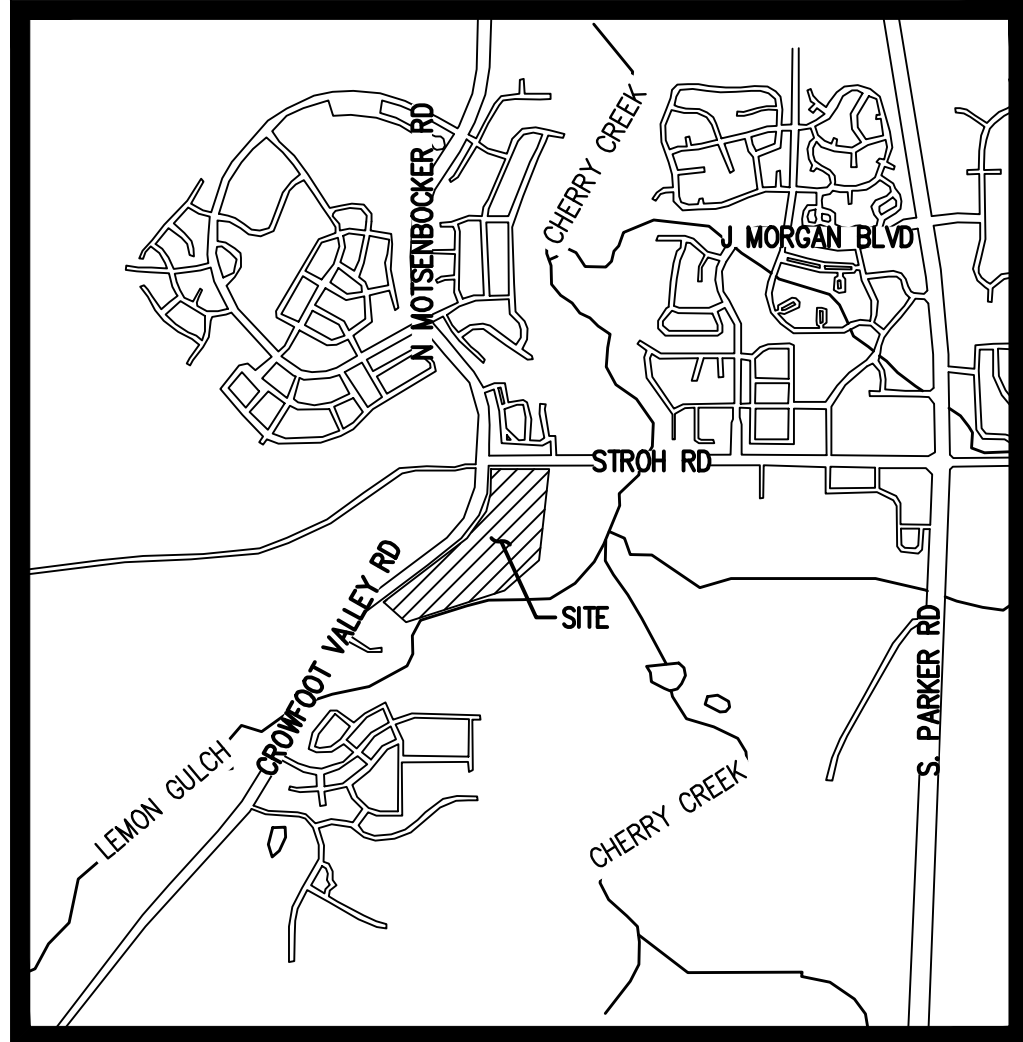
- a. **Purpose.** Public utility uses described in this section may be permitted upon approval by the Town Council following public notice and hearing as described in the LDO and subject to such conditions and safeguards as may be imposed by the Town Council. Certain public utility uses as specified in this section may be permitted upon approval of the Planning Director, and subject to such conditions and safeguards as may be imposed by the Town Council.
- b. **Conflict with other standards.** To the extent that there is a conflict between this section and any franchise approved by the Town for a public utility, this section shall control.
- c. **Public Utilities – where prohibited.** In addition to criteria contained below, a public utility shall not be permitted as a Use by Special Review unless the applicant demonstrates to the Town Council, by clear and convincing evidence, the following:
 - 1. There is a compelling need for such public utility to be located on the proposed site; and
 - 2. The applicant cannot adequately perform its utility functions on a site that is zoned to permit such a use, either by right or by special review, whether within or outside the Town.
- d. **Public utilities – screening.** All public utilities shall be adequately screened and buffered with landscaping, fencing or walls, or any combination thereof; shall be placed underground; or shall be enclosed in a structure in such a manner as to blend and complement the character of the surrounding area, of which the structure shall be well-landscaped. All wires and cables other than long-distance transmission wires shall be placed underground.
- e. **Public utilities – use by special review process**
 - 1. **Planning commission review and recommendation.** With the exception of applications for a water or sanitation public utility use by an applicant that

provides water or sanitation service within the corporate boundaries of the Town, an application for a public utility Use by Special Review shall be reviewed by the Town in accordance with the procedures of the Town of Parker Land Development Ordinance, as amended. The Planning Commission shall first consider whether the public utility has presented clear and convincing evidence in support of the requirements set forth in the **Public utilities – where prohibited.** section above. Regardless of its recommendation on the issue of compliance with those requirements, the Planning Commission shall consider the merits of the Use by Special Review application. The Planning Commission shall submit its recommendations to the Town Council, which shall hear and decide the application in accordance with the procedures specified in the Town of Parker Land Development Ordinance, as amended.

2. **Town council decision.** The Town Council shall first hear and decide whether the public utility has presented clear and convincing evidence in support of the requirements set forth in the **Public utilities – where prohibited.** section above. If the Town Council determines that clear and convincing evidence has not been presented, it shall deny approval of the Use by Special Review. If the Town Council determines that clear and convincing evidence has been presented in support of the requirements of the aforementioned section above, it shall, at the same hearing, hear and decide the merits of the Use by Special Review application.
3. **Public utility use by special review process for water or sanitation provider.** An application for a public utility use by an applicant that provides water or sanitation service within the corporate boundaries of the Town shall be subject to an administrative review process by the Planning Director or his or her designee. The Planning Director shall be authorized to determine if the proposed utility meets the requirements contained in the **Public utilities – criteria for review of use by special review application.** section below and, where applicable, the **Public utilities – where prohibited.** section above. The Planning Director shall further have the authority based on the nature and scope of the application to require that the applicant obtain approval by the Town Council following public notice and a hearing. The applicant shall also have the right, in the event the Planning Director denies the application or imposes conditions determined by the applicant to be unreasonable, to appeal the decision of the Planning Director to the Town Council within 15 days of the Planning Director's decision. Such appeal shall be a de novo review by the Town Council using the process for a Use by Special Review for public utilities described in the **Planning commission review and recommendation.** section above.
4. **Public utilities – criteria for review of use by special review application.** In determining whether to approve or deny an application for a public utility Use by Special Review, the Planning Commission and the Town Council shall consider the following criteria:
 - a. Whether the public utility is compatible with the surrounding area;
 - b. The effect of the public utility upon the immediate area;
 - c. The effect of the public utility upon future development of the area;

- d. Whether the proposed height limitations, setbacks, lot area and open space are sufficient to mitigate the impacts of the proposed facility on the surrounding area;
 - e. Whether land surrounding the public utility can be planned in coordination with the public utility;
 - f. Whether the public utility is in conformity with the master plan;
 - g. Whether adequate open space and visual corridors are preserved;
 - h. Whether the public utility fosters and desirable and stable environment;
 - i. Whether the public utility makes possible the innovative and efficient use of the subject property;
 - j. Whether the public utility would exacerbate a natural hazard; and
 - k. Whether there are reasonably available and economically feasible alternatives for the public utility.
5. **Public utilities – administrative approval process.** The following public utility uses and activities are subject to an administrative review and approval process instead of the use by special review requirement:
- a. Utilities that are underground and entirely within the right-of-way require a Right-of-Way (ROW) permit only. A ROW permit is reviewed and approved administratively by the Public Works Engineering Department.
 - b. Water and Sewer Providers who are proposing a water line, well, or similar service are required to submit a Use by Special Review Application, but the application is reviewed and approved by the Planning Director pursuant to the **Public utility use by special review process for water or sanitation service provider.** section above.
6. **Exceptions to review process.**
- a. Utilities associated with a multifamily development are reviewed with the site plan and a separate submittal is not required.
 - b. Utilities associated with a private single-family development are reviewed at time of Final Plat and a separate submittal is not required.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



VICINITY MAP
SCALE: 1" = 1000'

LEGEND

PLANNING AREA BOUNDARY

TRAIL

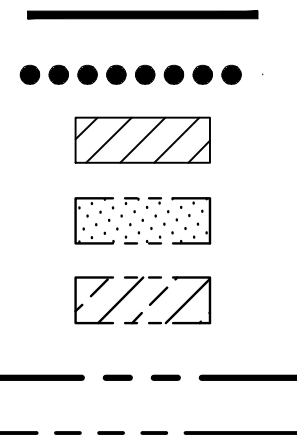
PARKS/OPEN SPACE

EXISTING FEMA 100-YR FLOODPLAIN
(APPX AREA = 2.2 ACRE)

EXISTING FEMA SPECIAL FOOD HAZARD AREA

PROPERTY BOUNDARY

RIGHT-OF-WAY



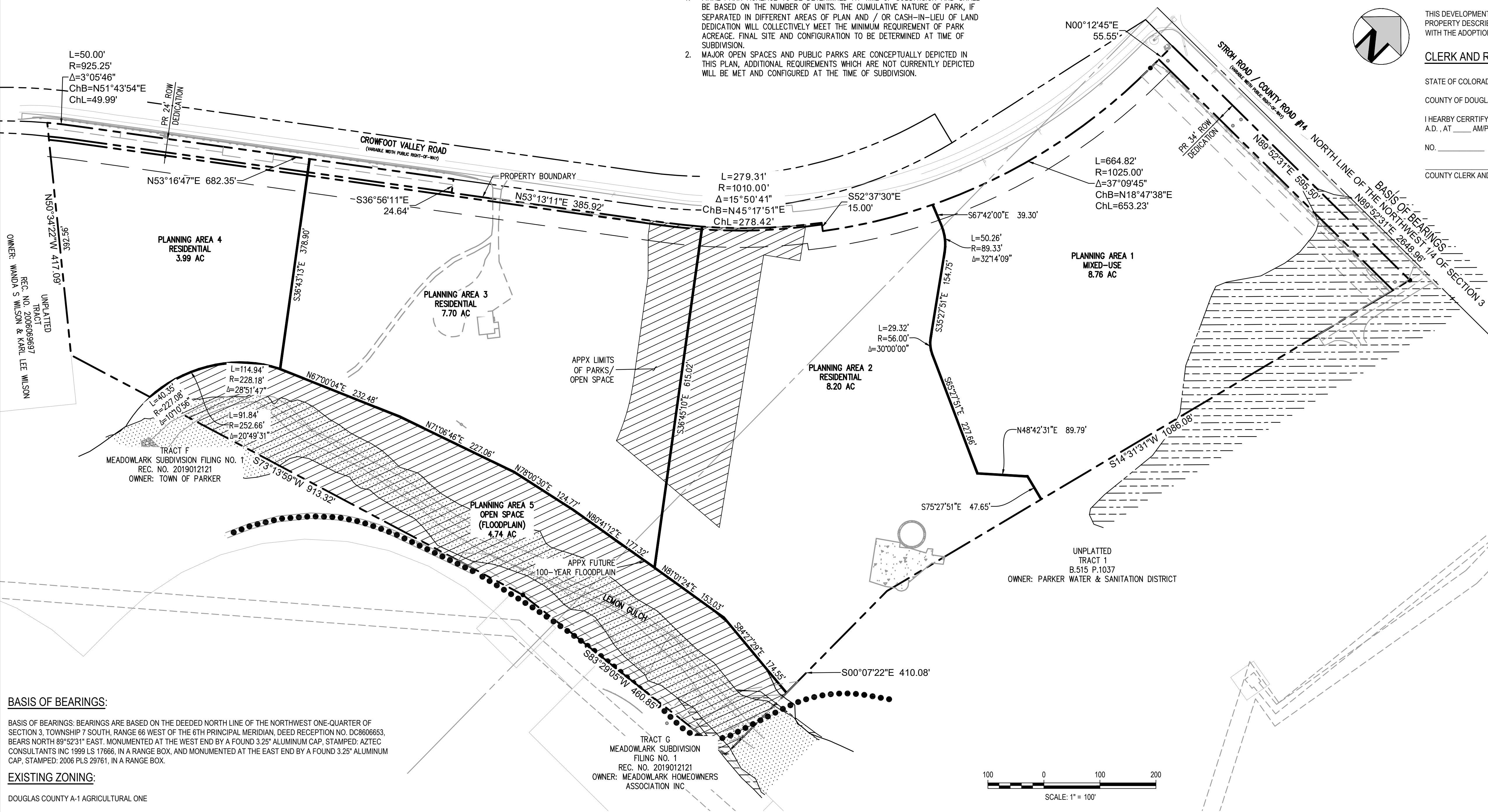
LAND USE SUMMARY					
PLANNING AREA	DESCRIPTION	ACREAGE	% OF ACREAGE	MAX DENSITY (DU/ACRE)	MAX UNITS
1	MIXED-USE	8.76	31%	TO BE DETERMINED DURING SITE PLAN	
2	RESIDENTIAL	8.20	29%	21	172
3	RESIDENTIAL	7.70	27%	15	115
4	RESIDENTIAL	3.99	14%	14	56
SUBTOTAL		28.65	85.8%	12.0	343
5	OPEN SPACE (FLOODPLAIN)	4.74	14%	N/A	
TOTAL		33.39	100%		

NOTE:
RESIDENTIAL DWELLING UNITS NOT UTILIZED THROUGH SITE PLAN APPROVAL FOR EACH PLANNING AREA MAY BE ADMINISTRATIVELY TRANSFERRED TO OTHER PLANNING AREAS

PARKS AND OPEN SPACE REQUIREMENTS:

PARKS: 34.3 UNITS X 0.0139 = 4.77 ACRES
OPEN SPACE: 33.4 ACRES X 0.20 = 6.68 ACRES

- FINAL PARK ACREAGE TO BE DETERMINED AT TIME OF SUBDIVISION AND SHALL BE BASED ON THE NUMBER OF UNITS. THE CUMULATIVE NATURE OF PARK, IF SEPARATED IN DIFFERENT AREAS OF PLAN AND / OR CASH-IN-LIEU OF LAND DEDICATION WILL COLLECTIVELY MEET THE MINIMUM REQUIREMENT OF PARK ACREAGE. FINAL SITE AND CONFIGURATION TO BE DETERMINED AT TIME OF SUBDIVISION.
- MAJOR OPEN SPACES AND PUBLIC PARKS ARE CONCEPTUALLY DEPICTED IN THIS PLAN. ADDITIONAL REQUIREMENTS WHICH ARE NOT CURRENTLY DEPICTED WILL BE MET AND CONFIGURED AT THE TIME OF SUBDIVISION.



BASIS OF BEARINGS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DEEDED NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. DC6806653, BEARS NORTH 89°52'31" EAST, MONUMENTED AT THE WEST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: AZTEC CONSULTANTS INC. 1999 LS 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: 2006 PLS 29761, IN A RANGE BOX.

EXISTING ZONING:

DOUGLAS COUNTY A-1 AGRICULTURAL ONE

PROPOSED ZONING:

AVALON PARKER PLANNED DEVELOPMENT - TOWN OF PARKER

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO BEAR NORTH 89°52'31" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 89°52'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 670.60 FEET;
THENCE SOUTH 14°31'31" WEST, A DISTANCE OF 31.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STROTH ROAD/COUNTY RD #14 POINT ALSO BEING THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 14°31'31" WEST, A DISTANCE OF 1,086.08 FEET;
THENCE SOUTH 00°07'22" EAST, A DISTANCE OF 410.08 FEET TO THE NORTH CORNER OF TRACT G, MEADOWLARK SUBDIVISION FILING NO. 1;
THENCE ALONG THE NORTH LINE OF MEADOWLARK SUBDIVISION FILING NO. 1 THE FOLLOWING 2 (TWO) COURSES:
1. SOUTH 83°29'05" WEST, A DISTANCE OF 460.85 FEET;
2. SOUTH 73°13'59" WEST, A DISTANCE OF 913.32 FEET TO A POINT ON THE NORTHEAST LINE OF AN UNPLATTED TRACT RECORDED AT RECEPTION NO. 2006069697;
THENCE NORTH 50°34'22" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 417.09 FEET TO A POINT OF NON-TANGENT CURVATURE, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;
THENCE ALONG SAID EAST LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING 8 COURSES:
1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 925.25 FEET, A CENTRAL ANGLE OF 03°05'46", AND A CHORD WHICH BEARS NORTH 51°43'54" EAST A CHORD DISTANCE OF 49.99 FEET;
2. NORTH 53°16'47" EAST, A DISTANCE OF 682.35 FEET;
3. SOUTH 36°56'11" EAST, A DISTANCE OF 24.64 FEET;
4. NORTH 53°13'11" EAST, A DISTANCE OF 385.92 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 279.31 FEET, SAID CURVE HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 15°50'41", AND A CHORD WHICH BEARS NORTH 45°17'51" EAST A CHORD DISTANCE OF 278.42 FEET;
6. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 52°37'30" EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
7. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 664.82 FEET, SAID CURVE HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 37°09'45", AND A CHORD WHICH BEARS NORTH 18°47'38" EAST A CHORD DISTANCE OF 653.23 FEET;
8. NORTH 00°12'45" EAST, A DISTANCE OF 55.55 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STROTH ROAD/COUNTY RD #14;
THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

PLANNING COMMISSION CERTIFICATE:

THIS ZONING MAP WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING ON

TOWN COUNCIL CERTIFICATE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF ____, 2023, FOR THE PROPERTY DESCRIBED AS THE AVALON PARKER PLANNED DEVELOPMENT. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. ____

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEARBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____, 2023
A.D., AT ____ AM/PM AND WAS RECORDED AT RECEPTION

NO. _____

COUNTY CLERK AND RECORDER

OWNER CERTIFICATE:

OWNER
THE RALPH AND MARSHA PERKINS, JR LIVING TRUST, UTA DATED MAY 24, 2021.

BY: _____
RALPH PERKINS, JR., TRUSTEE

BY: _____
MARSHA PERKINS, TRUSTEE

STATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2023, BY RALPH PERKINS, JR., AS TRUSTEE OF THE RALPH AND MARSHA PERKINS, JR LIVING TRUST, UTA DATED MAY 24, 2021.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2023, BY MARSHA PERKINS, AS TRUSTEE OF THE RALPH AND MARSHA PERKINS, JR LIVING TRUST, UTA DATED MAY 24, 2021.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNER
BY: _____
WILLIAM L. COYLE

STATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2023, BY WILLIAM L. COYLE.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



Planning Commission Staff Report

Planning Commission Date: 5/11/2023

Town Council Date: 6/5/2023

Hearing Type: **Public Hearing**
Avalon Bay Parker – Zoning
TRAKiT No: Z22-017

Location: **The site is located at the southeast corner of Crowfoot Valley Road and Stroh Road**

Project Planner: **Julia Duncan, Associate Planner**

Applicant: **Avalon Bay Communities, Inc, Applicant**

Executive Summary: **The applicant is proposing to zone 33.4 acres for commercial and multifamily residential uses.**

Staff Recommendation: **Approval**

RECOMMENDED MOTION

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

ALTERNATIVE MOTIONS

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

-List proposed conditions

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

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

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

I. BACKGROUND/DISCUSSION

The subject property consists of 33.40 acres in unincorporated Douglas County and is located at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road. The applicant is proposing to annex the parcel into the Town. It is largely undeveloped except for a small single-family house and several accessory structures that are remnants of previous agricultural uses. The subject property is zoned A1 - Agricultural One within Douglas County. The property is adjacent to the current Town Boundary and wholly in the Town’s planning area set forth in the General

Land Use Plan map in the Parker 2035 Master Plan. The General Land Use Plan map establishes the future geographic boundaries of the Town. The Site is bounded to the east by a vacant parcel of land owned by Parker Water & Sanitation District and to the south by the Meadowlark residential neighborhood and a private residence. To the west, across Crowfoot Valley Road is the Looking Glass residential neighborhood, and to the north of the Site, across Stroh Road are Hunter's Chase Condominiums.

The applicant has submitted a Rezoning application that is running concurrently with the Annexation Petition. The parcel is proposed to be zoned to AvalonBay-Parker Planned Development (PD), which would permit a maximum of 343 residential dwelling units, commercial development, and associated parks and open space. The proposal will have a maximum density of 12 dwelling units per acre.

The Parker 2035 Master Plan designates the intersection of Stroh Road and Crowfoot Valley Road as a Neighborhood Center overlaying the Medium Density Residential Character Area.

The Annexation Petition was submitted in accordance with the Colorado Municipal Annexation act of 1965, Title 31, Article 12, Part 1, C.R.S., for annexation of the subject land into the Town as described in the Petition.

The Town has identified the Coyle/Perkins property as a candidate for future annexation through the annual Three-Mile 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, C.R.S. § 31-12-104(a). A need exists for zoning of the subject property because the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occurs concurrently with annexation requests.

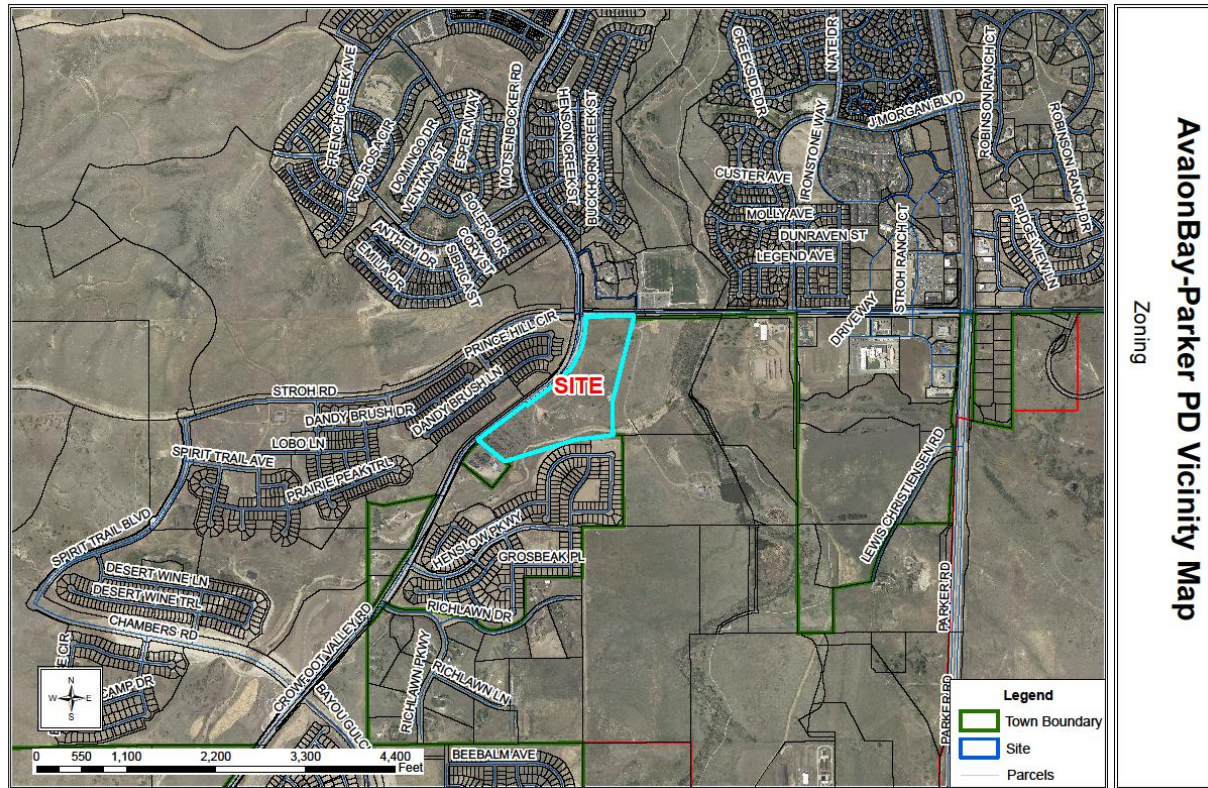
The project proposes to rezone from agriculture to AvalonBay-Parker PD and would allow:

- Residential - a maximum of 343 dwelling units (12 dwelling units per acre),
- Commercial -8.76 acres,
- Open Space -, a minimum of 6.68 acres, and\
- Parkland 4.77 acres.

Housing types, minimum lot areas, building heights, lot widths, required setbacks, and residential and commercial uses are delineated amongst the five (5) proposed Planning Areas and are consistent with straight zoning proposed in the Land Development Ordinance Modernization.

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

Vicinity Map



II. PRIOR ACTIONS

N/A

III. CURRENT SITE DATA

Existing Zoning	A - Agricultural One		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Neighborhood Center - Medium Density Residential		
Site Acreage	33.40 acres		
Subdivision	N/A		
Existing Use	It is largely undeveloped except for a small single-family house and several accessory structures that are remnants of a previous agricultural uses.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Neighborhood Center	PD – Planned Development	Stroh Road and Hunter’s Chase Condominiums
South	Medium Density Residential	PD - Planned Development	Meadowlark w/ Single Family Homes. Private residence.

East	Medium Density Residential	Douglas County Zoning	Vacant Parcel owned by PWSD
West	Low Density Residential	PD - Planned Development	Crowfoot Valley Road and Looking Glass development

IV. PARKER 2035 MASTER PLAN
Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential</u> The Medium Density Residential Character Area will consist of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. In addition, the intersection of Stroh Road and Crowfoot Valley Road is also designated as a Neighborhood Center <u>Neighborhood Centers</u> Neighborhood Centers should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Centers include convenient retail and personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. 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	<u>Land Use 1. A</u> <u>Land Use 1. B</u> <u>Land Use 1. C</u> <u>Land Use 1. D</u> <u>Land Use 1. E</u> <u>Land Use 1.H</u> <u>Land Use 1. I</u> <u>Community Appearance and Design 1.C</u> <u>Community Appearance and Design 2</u> <u>Community Appearance and Design 2. B</u> <u>Housing and Neighborhoods 1</u> <u>Housing and Neighborhoods 1. A</u> <u>Housing and Neighborhoods 3. A</u>
Staff Analysis	The project proposes to rezone from agriculture AvalonBay-Parker PD to allow for 12 dwelling units per acre, 8.76acres of commercial development, in addition to parks and open space. The site is located at the southeast corner of Crowfoot Valley Road and Stroh Road. The property is within Neighborhood Center as designated by the Parker 2035 Master Plan. Planning Area 1 adjacent to the intersection of Crowfoot Valley Road and Stroh Road is designated within the PD as “Mixed-Use Neighborhood and is intended to accommodate a mix of housing types at varied densities and supporting neighborhood-centric commercial activities serving the needs of surrounding residents at a less-intense, more walkable scale. The Mixed-Use district is intended to include both vertical and horizontal mixed-use development and can serve as a transitional district to more intense commercial, mixed-use, and nonresidential districts and uses. Multi-tenant commercial development requirements have been included in the PD. At 8.76 acres of commercial zoning, this Planning area is consistent with the Neighborhood Center commercial requirements. Planning Areas 2, 3, and 4 are multi-family residential and are intended to accommodate a variety of housing types and serve as transitional districts from the more intense Mixed-Use district of PA-1to the less intense

	residential uses to the south. The land use development standards in PA2, 3 and 4 become more restrictive to respect the more sensitive single-family residential zones. Maximum height on the southernmost residential portion of the property is 2 stories, equivalent in height to a single family detached home zoning. A minimum buffer for the southern properties of 30 feet is required along the southern property line and a roadway buffer ranging from 60-65 ft. (average) at the south to 30 ft. along the northern sections of Crowfoot Valley Road are required. Parks and Open Space are provided consistent with the LDO requirements. Housing types, minimum lot areas, building heights, lot widths, required setbacks, and residential and commercial uses are delineated amongst the five (5) proposed Planning Areas and are consistent with straight zoning proposed in the Land Development Ordinance Modernization. The proposal creates a PD that is consistent with existing adjacent uses and is an infill site. The annexation and zoning fulfill the Town of Parker goal of actively pursuing annexations to allow for continuity of services within the Parker 2035 Master Plan's Planning Area. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
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V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Higher density residential is appropriate as a transition from more intense commercial land uses to lower density single family residential land uses.	12 dwelling units per acre	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Medium Density: Residential housing. Neighborhood Centers: convenient retail, personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted and higher density residential uses	A mix of housing types and Commercial uses.	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	N/A. The Master Plan does not speak to height.	PA-1 Four Stories or 65 feet (whichever is less) PA-2: Four Stories or 65 feet (whichever is less) PA-3: Three Stories or 50 feet (whichever is less) PA-4: Two Stories or 40 feet (whichever is less)	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Parker 2035 Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is consistent with The Parker 2035 Master Plan.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Vehicular access for the proposed Avalon Parker development will be provided via an internal roadway network providing connectivity to the external transportation system at the following locations:

- A full access driveway intersecting Stroh Rd. across from the Stroh Ranch Soccer Park access driveway forming a 4-way intersection and providing access to the north end of the site and the commercial parcel.
- A right-in right-out driveway intersecting Crowfoot Valley Rd. approximately 550 feet south of the Stroh Rd./Crowfoot Valley Rd. intersection, forming a “T” intersection and providing a shared access point between the commercial parcel and the north most block of housing.
- A full access driveway intersecting Crowfoot Valley Rd. approximately 1000 feet south of the Stroh Rd./Crowfoot Valley Rd. intersection, forming a “T” intersection and providing a main access point for the housing parcel and public park.
- A ¾ movement driveway intersecting Crowfoot Valley Rd. approximately 1600 feet south of the Stroh Rd./Crowfoot Valley Rd. intersection, forming a “T” intersection and providing another access point for the housing parcel.

Based on these parameters, at buildout, the proposed Avalon Parker development is projected to generate 7,649 daily vehicle trips of which 286 are projected to be generated during the a.m. peak hour and 616 during the p.m. peak hour. Recommendations for geometric and operational improvements/modifications to the area roadways and intersections to sufficiently mitigate the impacts created by the traffic generated are provided within the Traffic Impact Report and will be evaluated through the Sketch, Preliminary, and Final Plat process.

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

VII. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant’s Response

There is a strong need to expand and diversify housing options in the Town of Parker while maintaining a healthy balance of non-residential development. Land identified for housing development in the Town of Parker is limited, particularly in the multifamily rental housing category. As stated in the Parker 2035 Master Plan, single-family detached homes accounts for 75% of the housing stock in the Town, and the demand for high quality rental housing is increasing. In addition, there is a need to provide an appropriate amount of neighborhood-scale commercial/retail development to expand business opportunities and retail options for existing and future residents. The proposed development considers the Town’s need for viable commercial offerings together with the emerging residential needs of the population, resulting in a well-integrated and balanced community with emphasis on small-town livability.

The proposed PD Zoning will accomplish these goals and support both the residential and non-residential needs that currently exist in the community. This PD amendment will also allow development to occur in accordance with the Town's vision for the property as identified within the Parker 2035 Master Plan.

Staff Analysis

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

1. Provide adequate opportunities for expansion of the Town's economic and tax base.
3. Support infill development that is consistent with existing residential neighborhoods and provide neighborhood serving commercial uses.
- 5 Allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and
6. Promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

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

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

Applicant's Response

The property's location, market conditions, existing infrastructure and development in the area, and the existing land use designation make the subject parcels the ideal site for the development as proposed. As previously stated, there is desire for the provision of both apartment-style housing and neighborhood-scale commercial uses. Public facilities and services exist to support development of the property, and existing infrastructure is adequate to serve development of the property. The property is within a designated "Neighborhood Center," which envisions convenient access to commercial uses at identified intersections with thoughtful transitions to surrounding neighborhoods. Higher density residential uses are identified as a supporting use, with appropriate transitions built into the design. The proposed plan achieves this transition and integrates seamlessly within the existing built and natural environment. Furthermore, the inclusion of residential uses as part of this community will expand the employment base and support future commercial business and services.

The Site's location at the corner of two major roadways provides an ideal location for commercial development. The existence of single-family neighborhoods to the south of the Site provides an opportunity for thoughtful and deliberate transitions from non-residential to residential land uses while incorporating a high level of connectivity to adjacent areas. The proposed plan achieves this transition and integrates seamlessly with existing residential uses adjacent to the property while providing significant park and open space areas.

Staff Analysis

The property is within unincorporated Douglas County. The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's "Planning Area Boundary." Specifically, the subject property is located within Neighborhood Center as designated by the Parker 2035 General Land Use Plan and at the intersection of two arterial roads. Neighborhood Centers are planned to provide neighborhood serving commercial and higher density residential uses.

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

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

3. There has been an error in the original zoning; or**Applicant's Response**

The purpose of this application is not to correct an error in the original zoning; therefore, this factor is not applicable.

Staff Analysis

There was no error in the original zoning and the proposed residential and commercial development is consistent with the Town's 2035 Master Plan land use designation of Medium Density Residential and Neighborhood Center.

4. There have been significant changes in the area to warrant a zone change.**Applicant's Response**

Parker's growth rate as well as larger industry trends have shifted land use priorities in the Town from agricultural towards residential. Recent residential developments adjacent to the site such as Meadowlark to the south and Looking Glass to the west point to this trend. The zoning change is reflected in the Parker 2035: Choices and Changes (Master Plan) General Land Use Plan which designates the Site location as Medium Residential Density with a Neighborhood Center envisioned for the intersection of Stroh Road and Crowfoot Valley Road, the proposed location of the commercial uses in the PD. Additionally, the proposed apartments speak to the Town's Master Plan's discussion on the issue of housing affordability and notes importance of diversifying the existing housing stock through attainable housing options in response to this

Staff Analysis

The Parker 2035 Master Plan directs future zonings of unincorporated lands within the Planning Area and requests for rezonings of existing properties already annexed in the Town. The Denver Metropolitan area is home to 2.8 million people today and another million people are expected in the metro area by 2035. Parker will continue to receive a share of this growth over the next 20 years. In addition, there has been significant

residential growth to the south of this property and in Douglas County including Trails at Crowfoot, Looking Glass, Macanta and The Canyons, these neighborhoods will need commercial services. The existing Agricultural Zoning designation within unincorporated Douglas County are inconsistent with the Master Plan's Character Area designation for Medium Density Residential and Neighborhood Center.

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

Applicant's Response

Vehicular access is proposed along Stroh Road and Crowfoot Valley Road. and will conform to all applicable Town standards and specifications. The existing roadways and circulation network is adequate to serve the development as demonstrated in further detail in the Traffic Impact Analysis included with this application. Enhanced pedestrian connections to surrounding neighborhoods, open space areas, and future commercial development offers opportunities for residents to live, work, and play in close proximity.

Staff Analysis

At the time of development, the applicant will be required to construct all warranted traffic mitigation improvements necessary for the development as identified within the traffic study for the property to ensure adequate circulation. The applicant will also be required to make improve Stroh Road and Crowfoot Valley Road where they are adjacent to the property.

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

Existing facilities and services exist to serve development on the property, and development of the property will not result in undue financial burden. The proposed project will satisfy all applicable fees, policies, and requirements as specified by the Town of Parker and applicable service districts.

Staff Analysis

Any construction on the subject properties will be considered private and will be privately maintained.

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

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

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

Applicant's Response

Development of the Site will not result in negative impacts to vegetation, wildlife, or environmentally sensitive areas. The floodplain along Lemon Gulch will be preserved. Development will comply with any applicable requirements of the Town and Colorado Parks & Wildlife.

Staff Analysis

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

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 proposed PD Zoning directly advances many goals and strategies stated within the Parker 2035 Master Plan as described below.

Land Use

Strategy 1.A: Strengthen the identity of Parker by encouraging a balance of land uses that supports a high quality of life and contributes to the hometown character of our community.

The proposed development will provide an innovative and well planned in the Town of Parker. A healthy balance of residential and non-residential land will be provided, meeting the needs of the local community, and advancing Parker's vision to "be a full-service community with a hometown feel."

Strategy 1.C: Ensure adequate opportunities for future expansion of our economic base in appropriate locations in the community.

Diversifying and expanding the Town's housing mix will increase opportunities for expansion of employment base. With the simultaneous provision of non-residential land, the proposed PD Zoning will ensure opportunities for existing and future Town residents to live and work in the same area.

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

The proposed development will increase open space and recreational offerings for future and existing residents, supporting more active and healthier lifestyles and a stronger connection to nature. A significant amount of active open space and recreation

areas are proposed, and the plan includes trails that will connect to the established trail network, including connections to the Chery Creek Regional Trail.

Strategy 1.E: Encourage transitions between different land uses and intensities.

The proposed zoning will facilitate a development that is well integrated into surrounding land use and provide an effective and appropriate transition of uses. Mixed-use development at this location will provide an ideal transition between future commercial uses at the corner of Stroh Road and Crowfoot Valley Road and existing residential development south of the property. Furthermore, the site plan incorporates significant buffering from the Lemon Gulch floodplain area, providing protection and adequate transition to this natural resource.

Strategy 1.F: Develop land use patterns that are compatible with and support a variety of transportation opportunities and/or choices.

The subject property is located at the intersection of major roadways with planned vehicular access to all areas. Pedestrian and bicycle infrastructure will be provided by the proposed development to support a variety of transportation options and encourage a safe, pedestrian-scale environment. Furthermore, a trail will be extended along the east side of the Site to connect to the broader regional trail network.

Strategy 1.H: Encourage land uses that create a sense of community among those who work, live and play within appropriate neighborhoods.

The proposed PD and associated site plan will accommodate residential and non-residential land uses in a well-designed arrangement, exemplifying orderly and compact growth that is sensitive to the surrounding context. The amendment will also afford residents to live, work, and play in the same neighborhood, thereby encouraging and promoting social integration and strengthening the overall sense of community.

Community Appearance and Design

Strategy 2.B: Use architecture, building design, public spaces and massing to create neighborhoods that are desirable places to live.

The site plan is thoughtfully planned to encourage a walkable, pedestrian-focused environment with ample access to public open spaces. Furthermore, building design, placement, and massing is focused on high quality and durable materials, architectural variation, and promoting a strong sense of community, social interaction, and livability.

Strategy 5.C: Where appropriate, locate buildings adjacent to the street to either block or break up the view of parking lots.

As demonstrated by the site plan, buildings are oriented along the perimeter of the Site to enhance the pedestrian experience and minimize the presence of surface parking on the Site.

Housing and Neighborhoods

Strategy 1.A: When reviewing development proposals adjacent to and within existing neighborhoods, ensure that the development demonstrates compatibility with, and sensitivity to, existing neighborhood characteristics in terms of housing, quality, density, building height, placement, scale and architectural character.

The proposed PD and associated development will achieve compatibility with existing land uses in all areas including housing, quality, density, building massing and placement, and architectural character. The site plan is designed to maximize perimeter buffers, provide buffers to adjacent uses, preserve views, and encourage a highly walkable and pedestrian-friendly environment. Building design and architecture will be of an appropriate scale to the surrounding context and feature durable, high quality materials that will complement the existing built and natural environment.

Jobs and Economic Vitality

Strategy 2.A: Nurture and support established businesses and ensure adequate opportunities for future and expanded commercial activity within designated areas of Town, as specified in the General Land Use Plan.

The General Land Use Plan designates the subject property within a designated “Neighborhood Center” which envisions convenient access to commercial uses at identified intersections with thoughtful transitions to surrounding neighborhoods. Higher density residential uses are identified as a supporting use, with appropriate transitions built into the design. The proposed plan achieves this transition and integrates seamlessly within the existing built and natural environment. Furthermore, the inclusion of residential uses as part of this community will expand the employment base and support future commercial business and services.

Strategy 2.B: Balance Parker’s business and retail community includes a variety and diversity of business types as well as a variety of business scales and sizes.

Facilitating approximately 8.3 acres of land for commercial uses will increase and diversify the Town’s businesses and offer opportunities for varied types and scales. The proposed PD will allow a wider variety of commercial/retail offerings while integrated into the existing neighborhood context and provide desirable transitions from major roadways and existing uses.

Staff Analysis

As detailed in Section IV. of this staff report, the proposed rezoning to allow for the AvalonBay – Parker Planned Development is consistent with the Neighborhood Character Area Medium Density Residential and Neighborhood Center 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

Public facilities and services exist to serve the proposed development including water and sewer utilities, water resources, fire and emergency response, schools, and parks and recreation.

Staff Analysis

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

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

I. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Zoning Comments
Parker Engineering	Approved
Aztec Consultants	No Comment
Parker Building	Approved
Fire Life Safety	Approved
Douglas County Assessor's Office	No Comment
Douglas County Planning	No Comment
Douglas County School District	No Comment
Parker Police	No Comment
PSCO	No Comment
CORE	Approved
CenturyLink	No Comment
Comcast	No Comment
Parker Water and Sanitation District	Approved
RTD	No Comment

VIII. CONCLUSION

This zoning request is being processed to allow for:

- Residential - a maximum of 343 dwelling units (12 dwelling units per acre),
- Commercial - 8.76 acres,
- Open Space -, a minimum of 6.68 acres, and\
- Parkland 4.77 acres.

The proposed rezoning of AvalonBay – Parker Planned Development dictates height, setbacks, floor area, required open space and park space consistent with the Town’s Land Development Ordinance. Staff has reviewed the application has determined that it meets the zoning approval criteria of the Parker Land Development Ordinance and the Parker 2035 Master Plan.

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

IX. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve AvalonBay-Parker PD-Planned Development District zoning.

X. ATTACHMENTS

1. AvalonBay – Parker Development Plan
2. AvalonBay – Parker Development Guide
3. Neighborhood Outreach Summary
4. Public Comment

Report Approved By: Bryce Matthews, Assistant Director, Planning

AVB Parker Neighborhood Meeting Summary

A neighborhood meeting was held on October 18, 2022 at the Parker Fieldhouse from 6:30pm to 8:00pm. Invitations were sent two weeks in advance of the meeting to property owners within 500 ft of the site. Four members of the community attended the meeting. Members of the project team spoke with those community members in attendance and presented exhibits on the following topics:

- An overview of the Town's development review process for the current Annexation and Zoning applications and the anticipated next steps of Site Plan, Minor Development Plan, and Construction Document applications.
- The proposed PD Plan outlining the proposed commercial, residential, park, and open space land uses on the site.
- A conceptual Site Plan indicating the possible layouts of streets, buildings, open space and public amenities such as the park, regional trail connectivity, and improvements to Lemon Gulch.
- An exhibit detailing the steps of How the Site Design Comes Together taken from the Town of Parker's Development Design Standards outlining the design process the team intends to follow in preparation of a Site Plan.
- Information about AvalonBay and their work both locally in Colorado and nationwide.

Feedback from community members was invited through both a comment box and conversation with the project team to help inform the design process.

PARKER PLANNING MEETING

MONDAY FEBRUARY 13, 2023

10AM JULIA DUCAN/WILSON 7600 CROWFOOT VALLEY ROAD

OBJECTIVE: TO COME TO A REASONABLE SOLUTION FOR THE RESIDENTS OF 7600 CROWFOOT VALLEY ROAD IN ORDER TO MITIGATE CONFLICT BETWEEN AG1 PROPERTY/RR DOUGLAS COUNTY PROPERTY AND THE TOWN OF PARKER HEAVY URBAN RESIDENTIAL RENTAL APARTMENTS.

7600 CROWFOOT VALLEY ROAD RESIDENCE IS SPECIFIC TO NO OTHERS WITHIN THE PROPOSED BUILDING AREA ENVELOPE OF THE AVALON BAY APARTMENT BUILDINGS AND WILL SUFFER THE MOST DAMAGE WHICH DEROGATES REASONABLE USE OF PROPERTY ENJOYMENT.

ITEMS OF DISCUSSION

1. REVIEW OF ZONING BETWEEN PROPERTIES

- a. IDENTIFY THE OPPORTUNITY OF LAND USE CONFLICT
- b. REVIEW CURRENT BUFFERS
 - i. VISUAL VIEW WITH MEADOWLARK/LOOKING GLASS BUFFERS

2. AVALON BAY PLAN /CONCERNS

- a. LACK OF WALLS/BARRIERS/DISTANCE BETWEEN CONFLICTING ZONING PROPERTIES
- b. LOCATION OF
 - i. MECHANICAL EQUIPMENT
 - ii. WASTE MANAGEMENT
 - iii. LIGHTS
 - 1. PORCH/BUILDINGS/BALCONIES/PARKING FACILITIES
 - 2. IMPACTS OF FACING 2 STORY BUILDING TO 7600 CROWFOOT VALLEY ROAD
- c. INTERNAL PARKING LANES/2 ENTRANCE DIRECT EFFECTS TO 7600 CROWFOOT
 - i. TRAFFIC STACKUPS
 - ii. LIGHT POLLUTION
 - iii. NOISE POLLUTION

3. CONCERNS FOR 7600 CROWFOOT VALLEY ROAD

- a. TRESSPASSING
- b. NO VISUAL SCREENING
- c. TENANT NOISE
- d. CRIME
- e. TRAFFIC
- f. DIMISH PROPERTY VALUE
- g. EXCESS TRASH
- h. CONSTRUCTION
 - i. LENGTH OF PROJECT
 - ii. NOISE
 - 1. 7 DAYS A WEEK 7AM TO 7PM

- a. LACK OF ANY TIME FOR REASONABLE ENJOYMENT OF USE OF 7600 CROWFOOT VALLEY PROPERTY
- iii. LACKING HEAVY USE OF WATER TO MITIGATE DUST CONTAINMENTS THAT DIRECTLY IMPACT THE HOME ENVIRONMENT OF 7600 CROWFOOT VALLEY ROAD
- iv. EXCESS CONSTRUCTION TRASH

4. MITIGATION SOLUTIONS

- a. PROPERTY BORDER WALL WHERE RENTAL TENANTS OR THEIR PETS ARE UNABLE TO CLIMB OVER OR UNDER INTO THE BACKYARD OF 7600 CROWFOOT AND PROVIDE A SOUND BARRIER TO MITIGATE INTERUSION
- b. HEAVY LANDSCAPING WITH EVERGREEN TREES FOR VISUAL SCREENING FROM RENTAL TENANT BUILDINGS
- c. NOISE AND LIGHT PROTECTIONS?????
- d. POSITIONING OF BUILDING LOCATIONS/BALCONY LOCATIONS
 - i. TO NOT DIRECTLY FACE BACKYARD OF 7600 CROWFOOT
- e. CONSTRUCTION SITE NOISE
 - i. EVALUATION OF CONSTRUCTION OPERATING TIMES
 - 1. CONDITIONS WITH POSSIBLE WEEKEND REPRIEVES FOR RESIDENCES OF 7600 CROWFOOT VALLEY ROAD
- f. CONSTRUCTION SITE DUST POLLUTION
 - i. USE OF WATER DAILY DURING ALL EARTHMOVING OPERATIONS AND AN OFFICIAL MONITORING DUST MITIGATION EFFORTS
 - 1. EXCLUDE EXCAVATION TASKS DURING EXTREMELY WINDY CONDITIONS
 - ii. BIGGEST COMPLAINT FROM ALL 3 PREVIOUS PROJECTS (LEMON GULCH, MEADOWLARK, LOOKING GLASS WAS THE SEVERE LACK OF WATER USED DURING CLEARING AND EARTHMOVING TASKS, GREATLY IMPACTING THE HEALTH OF THE RESIDENCES, HOME AND PROPERTY.
- g. AVALON BAY PURCHASES 7600 CROWFOOT VALLEY ROAD FOR ADDITIONAL APARTMENT BUILDINGS WITH THE BLESSINGS OF THE TOWN OF PARKER
- h. KILL THE PROJECT
 - i. UNREALISTIC SINCE PROJECT HAS ALREADY BEEN SLATED WITH LEAP FROGGING URBAN RESIDENTIAL (HOUSING SUBDIVISIONS) TO HEAVY URBAN RESIDENTIAL (RENTAL APARTMENTS)

NOTES:

ORDINANCE NO. 2.281, Series of 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

Legal Description

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3 AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID SECTION 3 TO BEAR NORTH 89°52'31" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89°52'31" EAST, A DISTANCE OF 670.60 FEET;

THENCE SOUTH 14°31'31" WEST, A DISTANCE OF 31.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STROH ROAD/COUNTY RD #14 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH, A DISTANCE OF 1,086.08 FEET;

THENCE SOUTH 00°07'22" EAST, A DISTANCE OF 410.08 FEET TO THE NORTH CORNER OF TRACT G, MEADOWLARK SUBDIVISION FILING NO. 1;

THENCE ALONG THE NORTH LINE OF MEADOWLARK SUBDIVISION FILING NO. 1 THE FOLLOWING 2 (TWO) COURSES:

1. SOUTH 83°29'05" WEST, A DISTANCE OF 460.85 FEET;

2. SOUTH 73°13'59" WEST, A DISTANCE OF 913.32 FEET TO A POINT ON THE NORTHEAST LINE OF AN UNPLATTED TRACT RECORDED AT RECEPTION NO. 2006069697;

THENCE NORTH 50°34'22" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 417.09 FEET TO A POINT OF NON-TANGENT CURVATURE, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;

THENCE ALONG SAID EAST LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING 8 COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 925.25 FEET, A CENTRAL ANGLE OF 03°05'46", AND A CHORD WHICH BEARS NORTH 51°43'54" EAST A CHORD DISTANCE OF 49.99 FEET TO THE NORTHWEST CORNER OF SAID CROWFOOT VALLEY ROAD RIGHT-OF-WAY EXPANSION, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;

2. ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 7 (SEVEN) COURSES:

3. NORTH 53°16'47" EAST, A DISTANCE OF 682.35 FEET;

4. SOUTH 36°56'11" EAST, A DISTANCE OF 24.64 FEET;

5. NORTH 53°13'11" EAST, A DISTANCE OF 385.92 FEET TO A POINT OF CURVATURE;

6. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 279.31 FEET, SAID CURVE HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 15°50'41", AND A CHORD WHICH BEARS NORTH 45°17'51" EAST A CHORD DISTANCE OF 278.42 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 52°37'30" EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

7. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 664.82 FEET, SAID CURVE HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 37°09'45", AND A CHORD WHICH BEARS NORTH 18°47'38" EAST A CHORD DISTANCE OF 653.23 FEET;

8. NORTH 00°12'45" EAST, A DISTANCE OF 55.55 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STROH ROAD/COUNTY RD #14;

THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DEEDED NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. DC8606653, BEARS NORTH 89°52'31" EAST. MONUMENTED AT THE WEST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: AZTEC CONSULTANTS INC 1999 LS 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: 2006 PLS 29761, IN A RANGE BOX.



Request for Town Council Action

Date: June 5, 2023

Submitted By: Weldy Feazell, PAR & Economic Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.289.7 – Second Reading**
A Bill for an Ordinance to Approve the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment
Department: PAR & Economic Development Director, Weldy Feazell

EXECUTIVE SUMMARY

The Second Amended and Restated Cooperation Agreement between the Town and Parker Authority for Reinvestment (PAR) is needed to clean up several administrative items which allow PAR to implement the Town's Urban Renewal Plans.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PAR and the Town originally entered into a Cooperation Agreement for Administrative Services on August 21, 2006, which has subsequently been amended on three occasions, on June 4, 2012 (the "First Amendment"); March 17, 2014 (the "Second Amendment"); and on May 15, 2017 (the "Third Amendment"). Subsequently, on December 4, 2017, the Town and PAR entered into the Amended and Restated Cooperation Agreement which has also been amended twice on April 15, 2018 (the "First Amendment") and September 8, 2020 (the "Second Amendment").

The proposed Second Amended and Restated Cooperation Agreement ("Agreement") includes the following:

- **Staff Costs:** PAR reimburses the Town for the cost of salaries and benefits for staff, and these dollar amounts will be updated to reflect the 2023 expenses.
 - Salary and benefit reimbursement to the Town has been included in PAR's 2023 budget for the following staff:
 - PAR Executive Director - 25% of the Town Manager's salary and benefits
 - PAR Director – 50% PAR and Economic Development Director's salary and benefits
 - PAR Redevelopment Coordinator – 100% salary and benefits
- **Administrative Fee:** For the budget year, PAR reimburses the Town \$46,000 for the cost of support functions from Town Departments: Human Resources, Finance/Accounting,

Information Technology, Risk Management and the Clerk.

- In the future, allows the Town to modify the budget numbers annually by means of the Town submitting a budget to PAR annually for budget allocation.
- Office Rent: PAR reimburses the Town \$22,000 for the cost of office space in Town Hall.
- Identifies the PAR funded Capital Projects that are occurring in the Urban Renewal Areas including the funding PAR for the projects. The construction of the projects utilizing the Town's processes and Town staff for constructing the projects.

FINANCIAL IMPACT

There are no Town expenses for the cooperation agreement. However, the Town will receive \$68,000 in payment from PAR in 2023.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.289.7

RECOMMENDED MOTION

I move to approve Ordinance No. 1.289.7 on second reading.

ORDINANCE NO. 1.289.7, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

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 Second Amended and Restated Cooperation Agreement between the Town of Parker and the Parker Authority for Reinvestment, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

THIS SECOND AMENDED AND RESTATED COOPERATION AGREEMENT (the "Cooperation Agreement") dated as of the ____ day of _____, 2023, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

WHEREAS, the Town is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the Town the Charter;

WHEREAS, the Authority is a body corporate and has been duly organized established and authorized by the Town to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the Town;

WHEREAS, the Town and the Authority entered into the Cooperation Agreement for Administrative Services on August 21, 2006 (the "Original Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Cooperation Agreement for Administrative Services on June 4, 2012 (the "First Amendment");

WHEREAS, the Town and the Authority entered into the Second Amendment to Cooperation Agreement for Administrative Services on March 17, 2014 (the "Second Amendment");

WHEREAS, the Town and the Authority entered into the Third Amendment to Cooperation Agreement for Administrative Services on May 15, 2017 (the "Third Amendment");

WHEREAS, the Town and the Authority entered into the Amended and Restated Cooperation Agreement for Administrative Services on December 4, 2017 (the "Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Amended and Restated Cooperation Agreement on April 15, 2019 (the "First Amendment to the Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the Second Amendment to Amended and Restated Cooperation Agreement on September 8, 2020 (the "Second Amendment to the Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority now desire to enter into this Second Amended and Restated Cooperation Agreement to memorialize all updated aspects of the relationship between the Town and the Authority; and

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the Town and the Authority to enter into cooperative agreements such as this Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Amended and Restated Cooperation Agreement as follows:

1.0 USE OF TOWN EMPLOYEES/ADMINISTRATIVE SERVICES.

A. Use of Town Employees. The Town hereby authorizes the Authority to utilize the services of certain specified Town employees to assist the Authority in work related to urban renewal projects in the Town. Retroactive to April 15, 2023, the Town hereby assigns the following positions to perform such services for the percentage of their time specified below as follows:

1. The Authority Executive Director: The Town Manager shall perform the function of Executive Director, and the Authority shall pay twenty-five percent (25%) of the total cost of the Town Manager's salary and benefits for performing such functions;
2. The Authority Director: The Parker Authority for Reinvestment/Economic Development Director shall perform the function of Authority Director, and the Authority shall pay fifty percent (50%) of the total cost of the salary and benefits for performing such functions; and
3. The Authority Redevelopment Coordinator: The Authority shall pay one hundred percent (100%) of the total cost of the salary and benefits for performing such functions.

B. Administrative Services.

1. Town Administrative Fee: In addition to the specific staff positions set forth above, the Town shall charge the total amount of Forty-Six Thousand Dollars (\$46,000) for administrative support, including, but not limited to, Town human resources, finance, information technology, and Town Clerk support.

2. The use of Town employees by the Authority and the proportionate cost of their services shall be deemed an advance by the Town and an obligation of the Authority. The annual charge for administrative support shall also be deemed an obligation of the Authority.
3. The costs incurred by the Authority as set forth in this Section 1.0 shall be allocated equally one-third each to each of the three urban renewal plans set forth in Section 4.0 of this Agreement.
4. The Town shall retain the right to establish the employees' wages or salaries and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. The Town, as the employer, has the responsibility for payment of salary or wages to the employee and for reporting withholding and paying any applicable taxes with respect to the employees' wages or salaries and payment of Town-sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The Town also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the Town's employees, all of such responsibilities being the obligation of the Town. The Town intends to retain the right to maintain the employment relationship between the Town and its employees on a long term, and not a temporary basis.
5. In the event any employment-related issues arise with employees assigned to work with the Authority, these issues shall be addressed in the manner provided by the Town's Personnel Manual as the same may be amended from time to time.
6. Employees assigned to work with the Authority shall further be subject to the Town's Operations Manual as the same may be amended from time to time, concerning administrative expenditures made on behalf of the Authority, including, by way of example, the use of purchasing cards for Authority expenditures.

2.0 TOWN FACILITIES. The Authority shall pay the Town rent in the amount of Twenty-Two Thousand Dollars (\$22,000.00), which amount reflects the rent on a price per square foot basis for those employees identified in 1.0 above. The costs incurred by the Authority as set forth in this Section 2.0 shall be allocated equally one-third each to each of the three urban renewal plans set forth in Section 4.0 of this Agreement.

3.0 CAPITAL PROJECTS WITHIN AN URBAN RENEWAL PROJECT AREA.

The Town and the Authority desire to continue to have the Authority fund or otherwise provide the Capital Projects more particularly described in **Exhibit A**, attached

hereto and incorporated herein by this reference, pursuant to C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c), and seek to utilize the process set forth in this Agreement.

The Town and the Authority therefore agree the provisions of this Agreement shall continue to apply if the Authority approves the funding for the providing of any of the Capital Projects identified in **Exhibit A**.

The Parties agree that the Authority shall provide the necessary funds for any Capital Project identified on **Exhibit A**, including necessary soft costs, and said funds shall thereafter be appropriated by the Town for such Capital Projects as more particularly described in the contracts of the Town approving any of the identified Capital Projects. The Town shall use the Town procurement processes and Town employees in order to contract for the completion of the Capital Projects with the segregated funds as set forth herein. The Authority shall have no obligation after providing the funds to the Town to be segregated hereunder for construction of the Capital Projects.

4.0 URBAN RENEWAL AREAS. The Parties acknowledge and agree that as of the date of this Cooperation Agreement, three (3) urban renewal areas exist within the boundaries of the Town, more particularly described as the Parker Central Area Reinvestment Plan Area, the Cottonwood Commercial Urban Renewal Plan Area, and the Parker Road Urban Renewal Plan Area.

5.0 PAYMENT FOR ADMINISTRATIVE FEES AND USE OF TOWN FACILITIES; CALCULATION IN FUTURE YEARS.

A. Yearly Statements by the Town and Payment by the Authority. All amounts due under Sections 1.0 and 2.0 shall be invoiced by the Town to the Authority annually on or before December 5 of each year and shall be due to the Town annually on or before December 15 of the year in which the invoice is received.

B. Calculation of Costs for Future Years. The Town's charges to the Authority of the Administrative Fee pursuant to Section 1.0 and the amount charged by the Town to the Authority for rent of Town Facilities pursuant to Sections 2.0 shall be adjusted on an annual basis based on the Town's prior year's audited actual costs, and the Town shall present a final budget for the Authority's review and approval on or before October 15 of each year.

6.0 MISCELLANEOUS.

A. Governing Law. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and shall be subject to the limitations if any that are applicable under the Charter or ordinances of the Town.

B. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first-class mail postage prepaid addressed as follows:

If to the Town:

Town of Parker Colorado
20120 E Mainstreet
Parker Colorado 80138

If to the Authority:

Parker Authority for Reinvestment
20120 E Mainstreet
Parker Colorado 80138

The Town or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

C. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party provided however there are no outstanding amounts payable by the Authority to the Town, unless satisfactory arrangements have been made in the sole discretion of the Town for the payment of such amounts.

D. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the Town or the Authority that are not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town or the Authority hereunder shall extend only to monies currently appropriated.

E. Severability. In the event that any provision of this Amended and Restated Cooperation Agreement other than the requirement of the Authority to reimburse the Town for obligations incurred by the Authority hereunder shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof.

F. Entire Agreement — Amendments. This Second Amended and Restated Cooperation Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained within this Second Amended and Restated Cooperation Agreement. This Second Amended and Restated Cooperation Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto relating to the matters set forth herein. This Agreement may be further amended by written agreement between the Town and the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Cooperation Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Attest:

Chris Vanderpool, Town Clerk

**PARKER AUTHORITY FOR
REINVESTMENT**

By: _____
Jeff Toborg, Chairman

Attest:

Chris Vanderpool, Authority Clerk

EXHIBIT A

Capital Projects

PAR CIP BONDING PROJECTS		CAPITAL TOTAL	Funding Status	Project Status
PARKER CENTRAL				
Infrastructure	Mainstreet Safety Enhancements and Circulation phase 1 Safety and circulation improvements on Mainstreet between Parker Road and Pine Drive intersections.	\$ 1,500,000	Funding Provided in 2020 with Loan	Project Complete 2022
Placemaking	Mainstreet Beautification and Safety Enhancements (Twenty Mile to Dransfeldt) - Design for Streetscape, pedestrian, sidewalk, lighting and landscaping improvements along Mainstreet	\$ 250,000	Funding Provided in 2020 with Loan	Design Complete 2023
Placemaking	O'Brien Park Southern edge/Mainstreet improvements Pedestrian and landscape improvements along the southern edge of O'Brien Park adjacent to Mainstreet.	\$ 600,000	Funding Provided in 2020 with Loan	Under Construction 2023
Infrastructure	Mainstreet and 20 Mile Intersection improvements - Turn lane additions at intersection for improved traffic operations, including 3/4 movement from 20 Mile to Stage Run.	\$ 1,800,000	Funding Provided in 2020 with Loan	Under Construction 2023
Placemaking	Pikes Peak Sidewalk improvements on Pikes Peak Drive	\$ 3,000,000	Funding Provided in 2020 with Loan	Under Construction 2023
Placemaking	Mainstreet Northside Sidewalk (T&C Area) Pedestrian improvements and sidewalk widening and landscaping North side of Mainstreet in front of Town and Country Village	\$ 2,600,000	Funding Provided in 2020 with Loan	Under Construction 2023
Infrastructure	Dransfeldt widening and improvements from Mainstreet to Pony Express	\$ 3,000,000	Funding Provided in 2020 with Loan	Under Construction 2023
Infrastructure	Pilgrims Place Sidewalk - pedestrian, sidewalk, lighting and landscaping between Tailgate and Parker Garage	\$ 500,000	2023 Budget Appropriation	Under Construction 2023
Infrastructure	PACE Center Parking Garage per the the Development Agreement with Confluence Companies and the Town of Parker.	\$ 10,100,000	Funding through Budget Appropriation	Construction Estimated to start 2024
PARKER CENTRAL TOTAL		\$ 23,350,000	\$ -	
COTTONWOOD				
Infrastructure	Cottonwood Bridge Widening	\$ 8,000,000	Funding Provided in 2020 with Loan	Project Complete 2022
Infrastructure	Beckett Drive Acquisition and Rebuilding	\$ 250,000	2023 Budget Appropriation for Design	Construction of Road cost and budget appropriation pending
COTTONWOOD TOTAL		\$ 8,000,000		



Request for Town Council Action

Date: June 5, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.576 - 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 Certain Motsenbocker Road Improvements, as Part of the Dransfeldt Road Project, Both Town Roadways, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire right-of-way and easements for proposed improvements on Motsenbocker Road between Todd Drive and Longland Parkway that are part of the Dransfeldt Road extension project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Dransfeldt Road extension project, improvements to Motsenbocker Road between the Todd Drive intersection and Longland Parkway (Salisbury Heights Subdivision) are included in the project scope. This stretch of Motsenbocker Road is shown on the attached vicinity map for reference. This roadway will be improved (widened) to a 3-lane collector roadway section that requires additional right-of-way and easements to construct. The project also includes a widening of the current curve on Motsenbocker Road near the Tree Source – Parker plant nursery and drainage improvements to the KOA tributary.

This ordinance is for needed roadway improvements and will affect five (5) property owners along this section of Motsenbocker Road. One (1) of them (the Dominoe property) was annexed into the Town in 2012 and is subject to the annexation agreement requirements to dedicate needed property/easements for the needed roadway improvements. The remaining four (4) properties are currently located in unincorporated Douglas County.

The needed areas are as follows:

1. Right-of-way (fee conveyance) = 65,219 SF (1.497 acres)
2. Drainage easement = 66,239 SF (1.521 acres)
3. Slope easement = 1,659 SF (0.038 acres)
4. Temporary construction easement = 62,886 SF (1.444 acres)

Attached is a “key map” showing the easement areas in relation to each other. For reference, the Town platted the Salisbury North property in 2022 to create the needed right-of-way and tracts necessary for the proposed Dransfeldt extension project including Motsenbocker Road.

This proposed intent to acquire ordinance is specific to proposed Motsenbocker Road improvements associated with the proposed Dransfeldt Road extension project.

FINANCIAL IMPACT

Funding for these acquisitions is included in the approved funding for the Dransfeldt Road extension project improvements line item of the Highway and Streets Capital Projects accounts (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

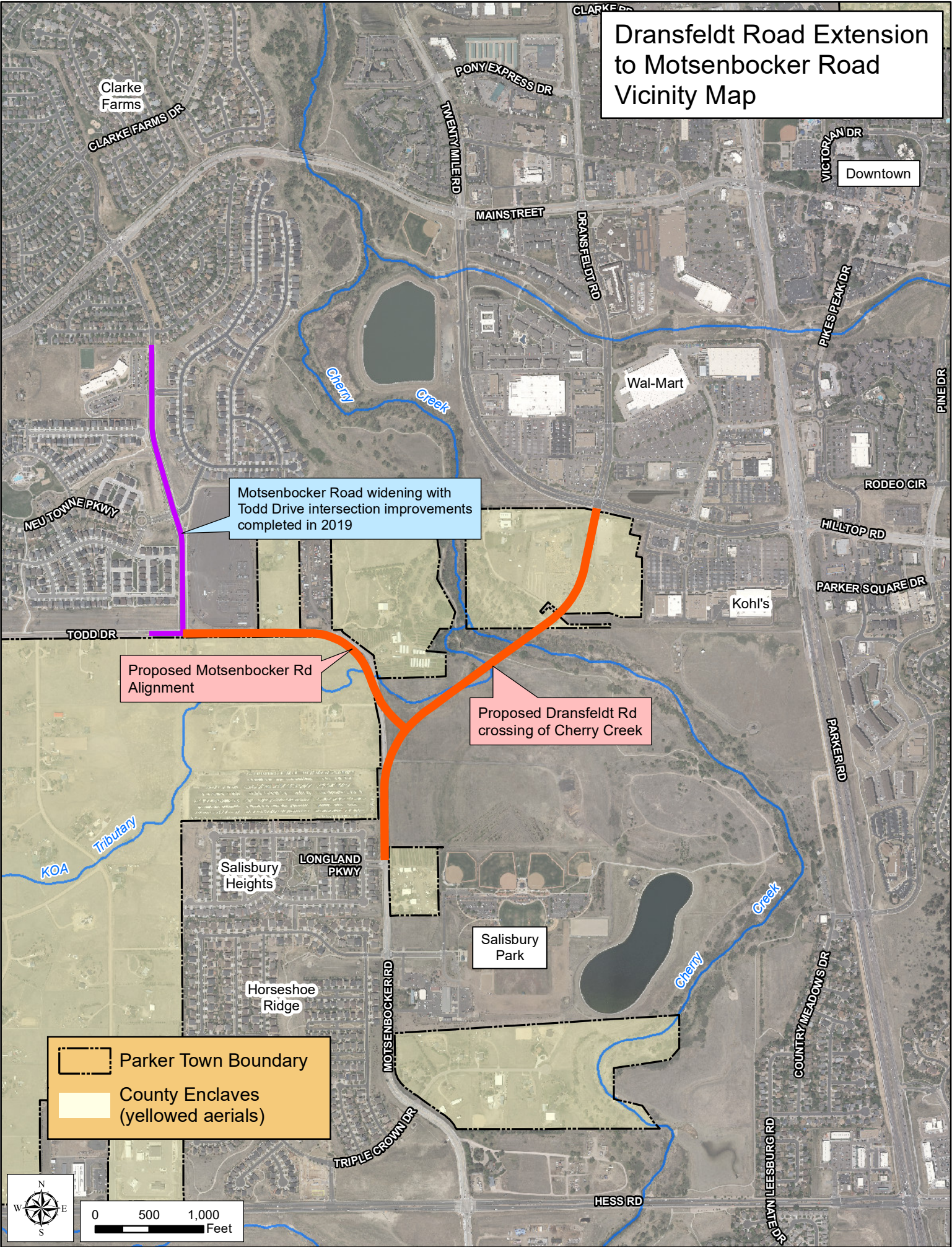
ATTACHMENTS

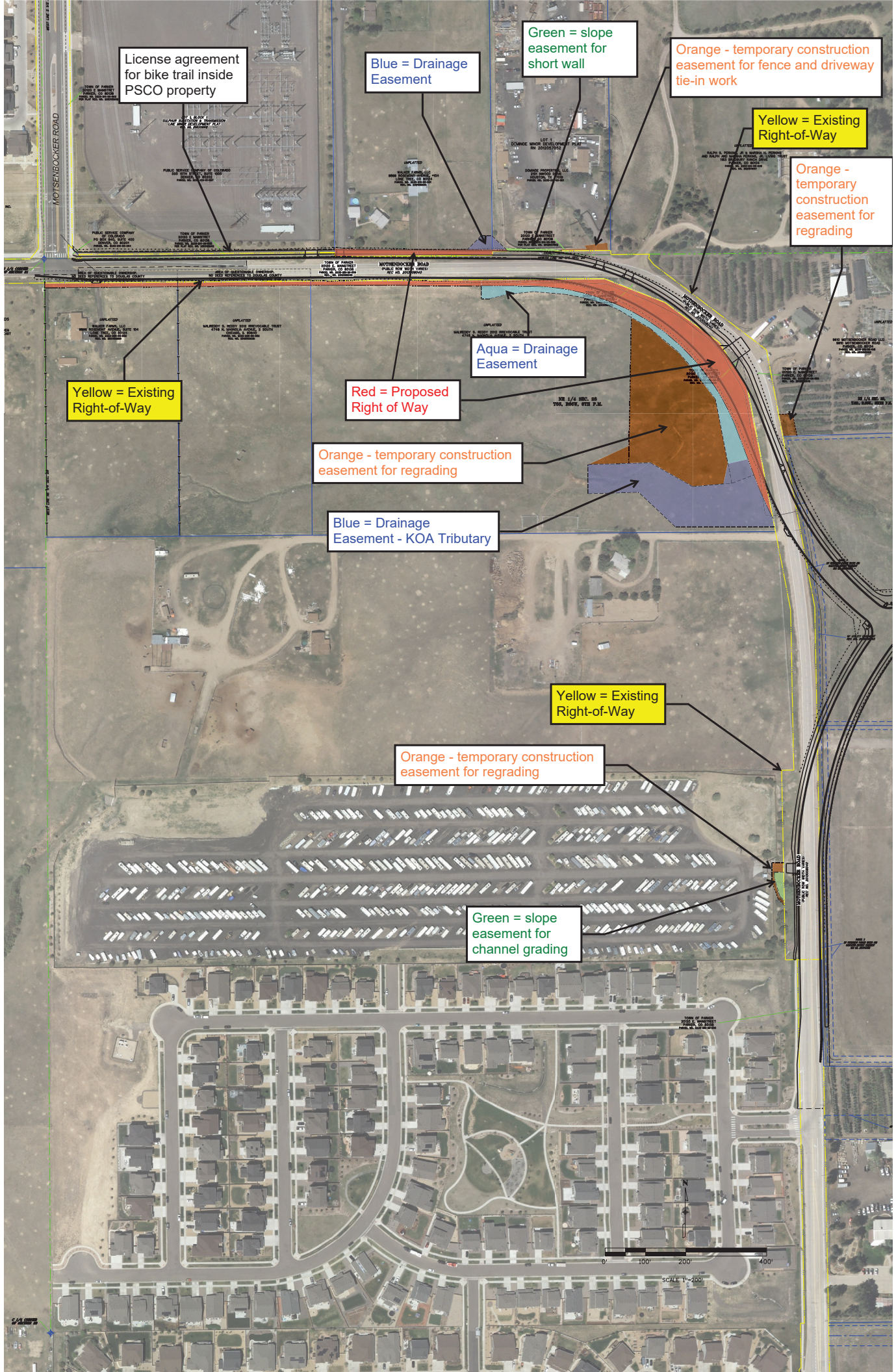
1. Dransfeldt Rd Extension South of 20 Mile Vicinity Map
2. Key Map-West side ROW and easements
3. Ordinance No. 1.576

RECOMMENDED MOTION

I move to approve Ordinance No. 1.576 on second reading.

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map





ORDINANCE NO. 1.576, Series of 2023

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 CERTAIN MOTSENBOCKER ROAD IMPROVEMENTS, AS PART OF THE DRANSFELDT ROAD PROJECT, BOTH TOWN ROADWAYS, 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 the parcels of property more particularly described in **Exhibit A** (right-of-way acquisitions), **Exhibit B** (drainage easement acquisitions), **Exhibit C** (slope easement acquisitions), and **Exhibit D** (temporary construction easement acquisitions), attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving certain Motsenbocker Road Improvements as part of the Dransfeldt Road Project, both Town roadways, as generally depicted on **Exhibit E**; 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 parcels of property more particularly described in **Exhibits A through D** (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 and roadways 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 public places, two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Right-of-Way Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537, AND THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003536, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 80°06'17" EAST, A DISTANCE OF 335.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY AND SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTH 89°35'15" EAST, A DISTANCE OF 1,058 FEET;
2. SOUTH 68°32'30" EAST, A DISTANCE OF 161.50 FEET;
3. SOUTH 53°25'35" EAST, A DISTANCE OF 166.50 FEET;
4. SOUTH 32°12'10" EAST, A DISTANCE OF 130.53 FEET;
5. SOUTH 10°59'21" EAST, A DISTANCE OF 334.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 821.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 62°32'18" EAST;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°24'29", AN ARC LENGTH OF 91.88 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 21°03'15" WEST, A DISTANCE OF 151.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 549.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°33'42", AN ARC LENGTH OF 657.55 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°38'54" WEST, A DISTANCE OF 490.43 FEET;

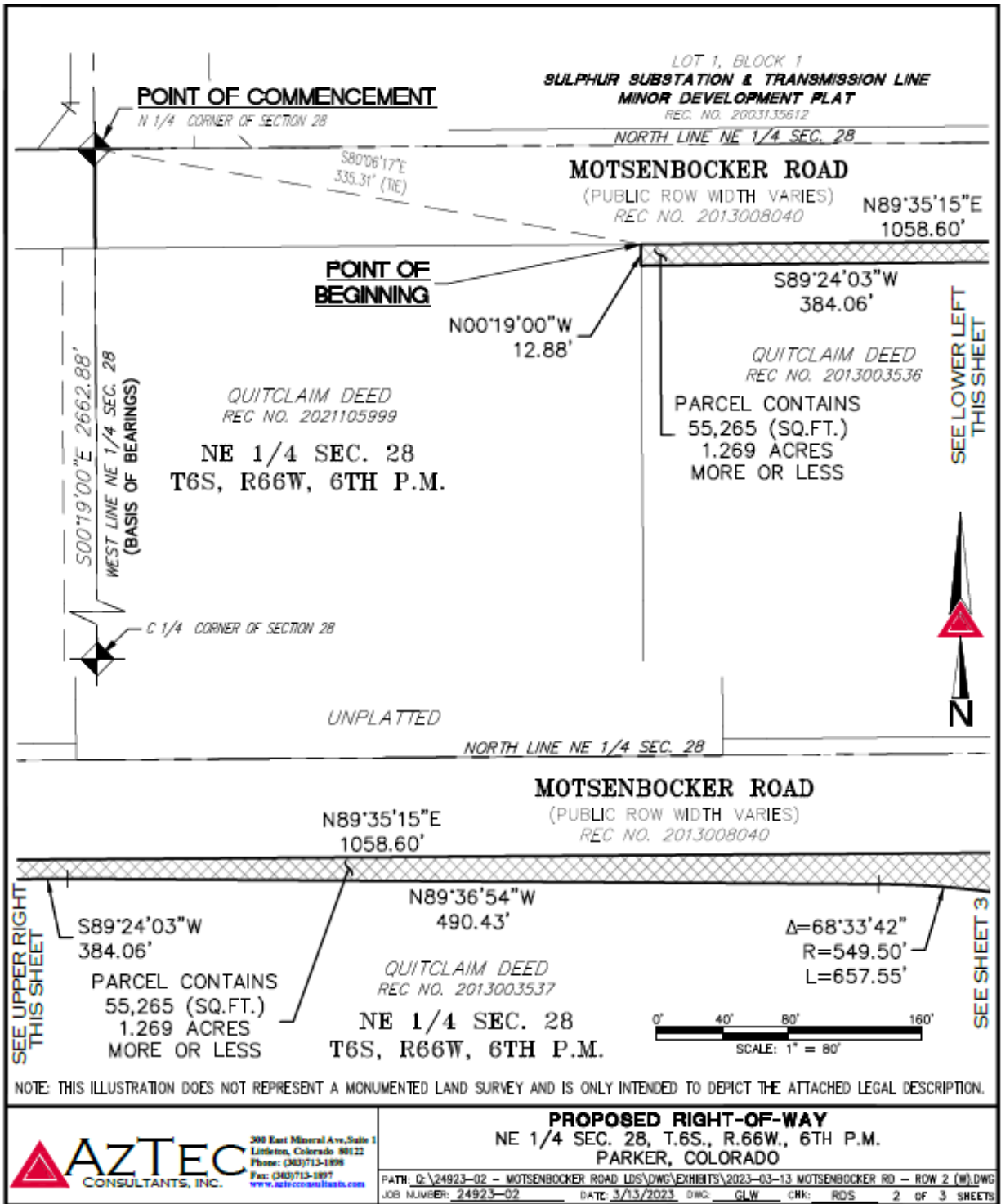
THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 384.08 FEET TO THE WEST BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 213003536 IN SAID OFFICIAL RECORDS;

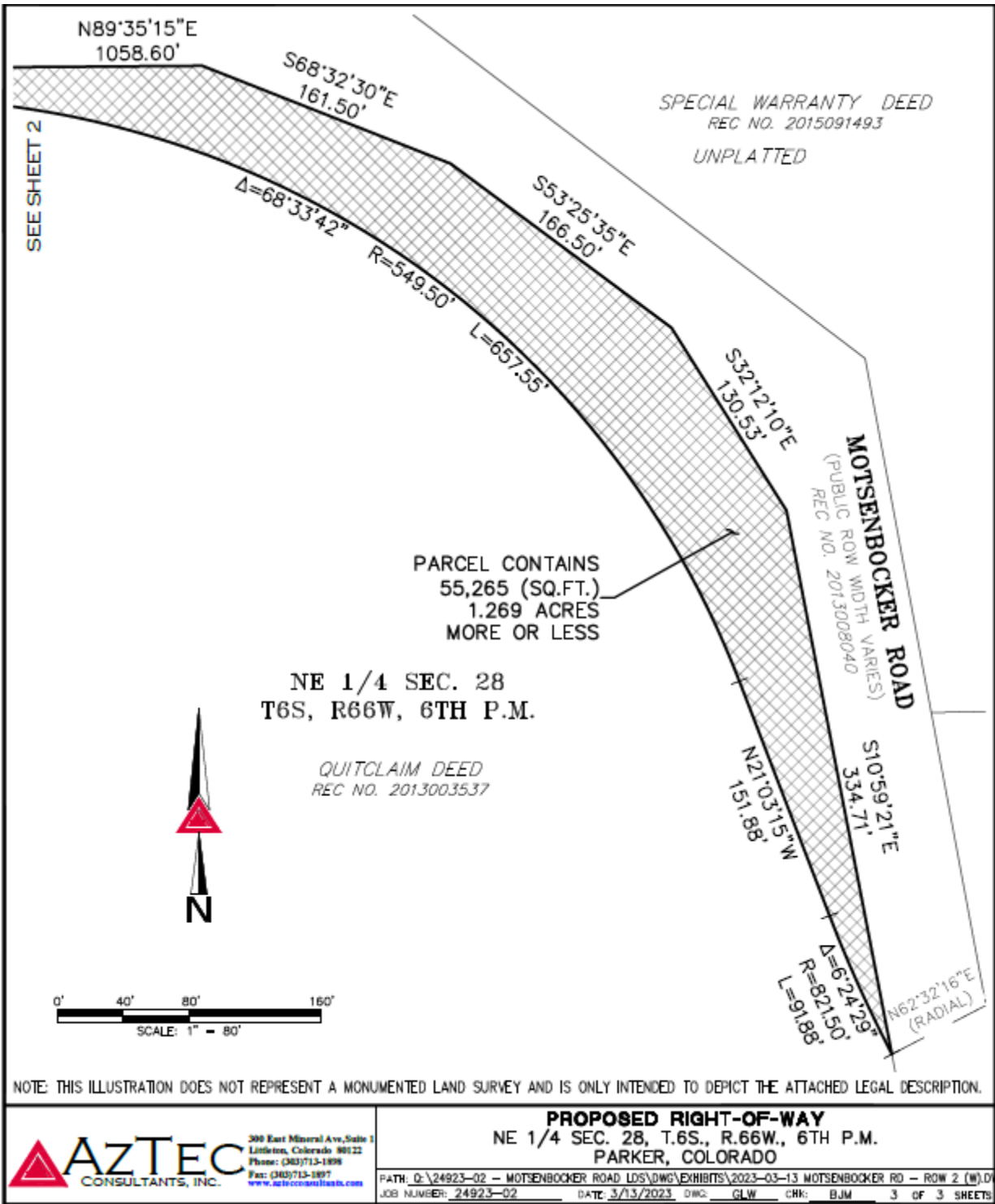
THENCE ALONG SAID WEST BOUNDARY, NORTH 00°19'00" WEST, A DISTANCE OF 12.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.269 ACRES, (55,265 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38868
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122





A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105999, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°19'00" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'15" EAST, A DISTANCE OF 330.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°19'00" EAST, A DISTANCE OF 12.88 FEET;

THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 65.61 FEET;

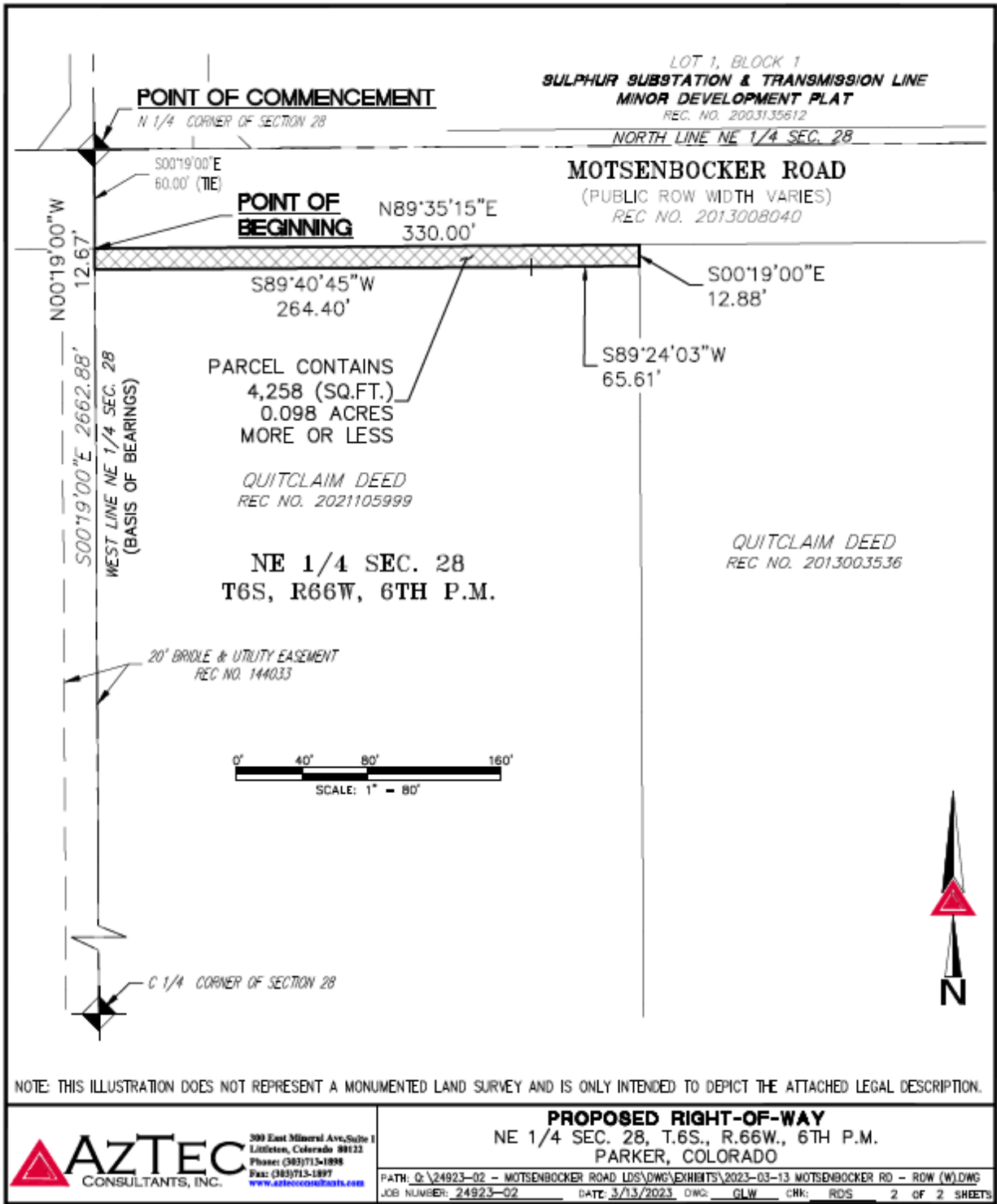
THENCE SOUTH 89°40'45" WEST, A DISTANCE OF 264.40 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°19'00" WEST, A DISTANCE OF 12.67 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.098 ACRES, (4,258 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



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105604 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED, SOUTH 89°35'15" WEST, A DISTANCE OF 390.85 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED, NORTH 00°40'41" WEST, A DISTANCE OF 17.29 FEET;

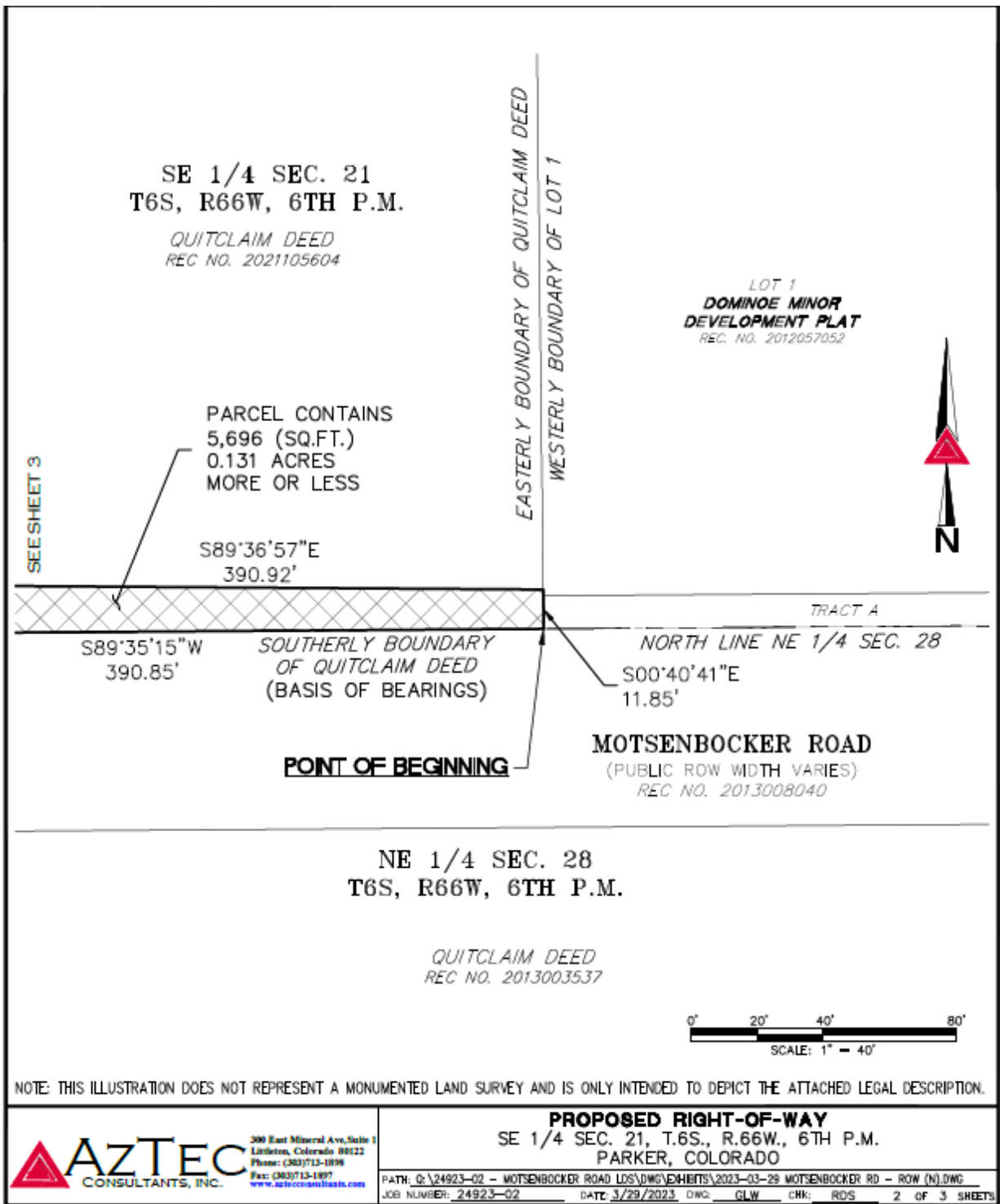
THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°36'57" EAST, A DISTANCE OF 390.92 FEET TO THE EASTERLY BOUNDARY THEREOF;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°40'41" EAST, A DISTANCE OF 11.85 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.131 ACRES, (5,696 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



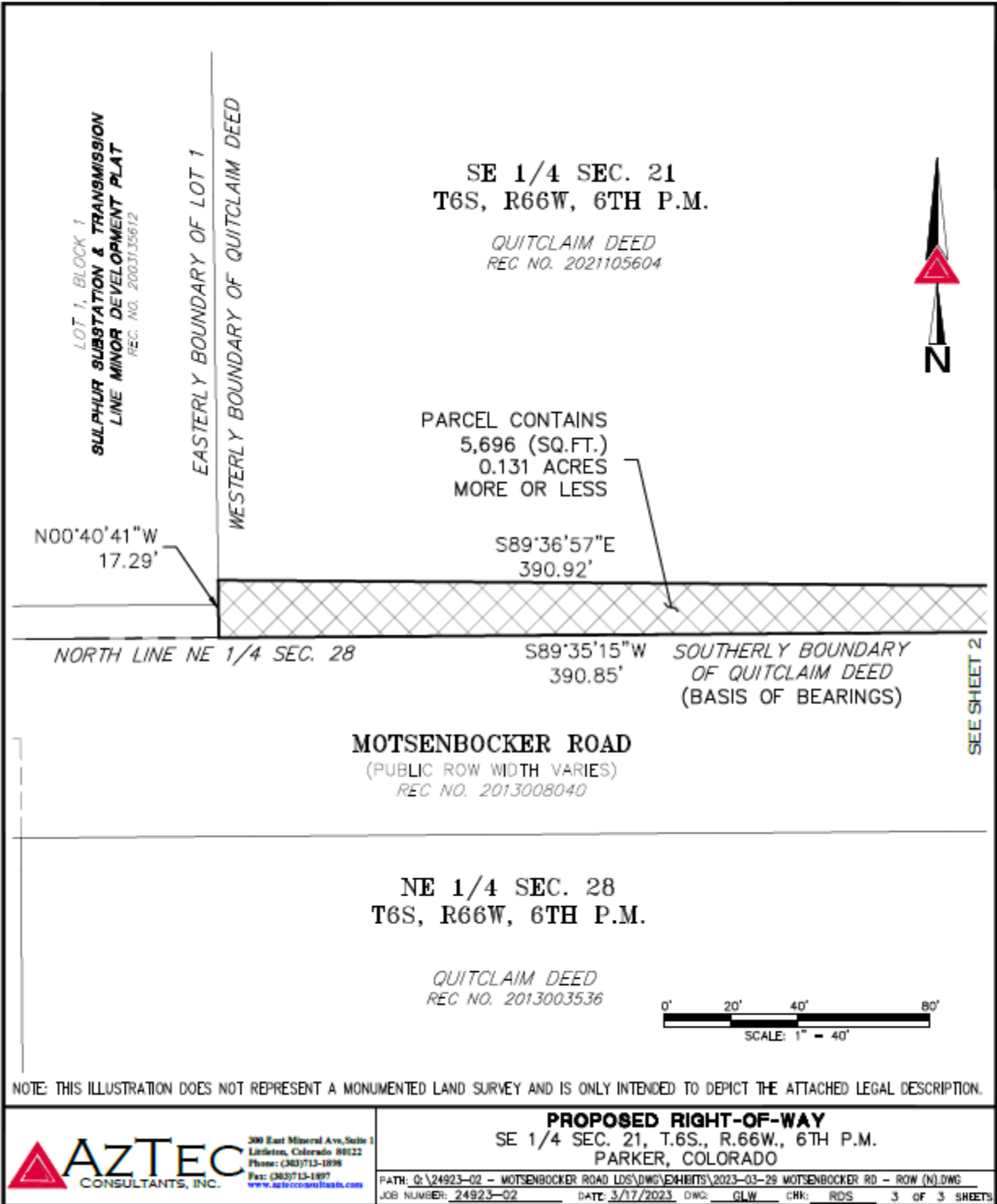


EXHIBIT B

Drainage Easement Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 69°11'57" EAST, A DISTANCE OF 1,441.73 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°26'20" EAST, A DISTANCE OF 154.53 FEET;

THENCE SOUTH 60°33'32" EAST, A DISTANCE OF 119.72 FEET;

THENCE NORTH 85°08'26" EAST, A DISTANCE OF 77.58 FEET;

THENCE NORTH 05°35'12" WEST, A DISTANCE OF 42.55 FEET;

THENCE NORTH 79°54'35" EAST, A DISTANCE OF 67.71 FEET;

THENCE SOUTH 21°03'15" EAST, A DISTANCE OF 61.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 821.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°24'29", AN ARC LENGTH OF 91.88 FEET THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS;

THENCE NON-TANGENT TO SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 10°59'21" EAST, A DISTANCE OF 18.97 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°58'21" WEST, A DISTANCE OF 246.79 FEET;

THENCE NORTH 46°42'58" WEST, A DISTANCE OF 124.24 FEET;

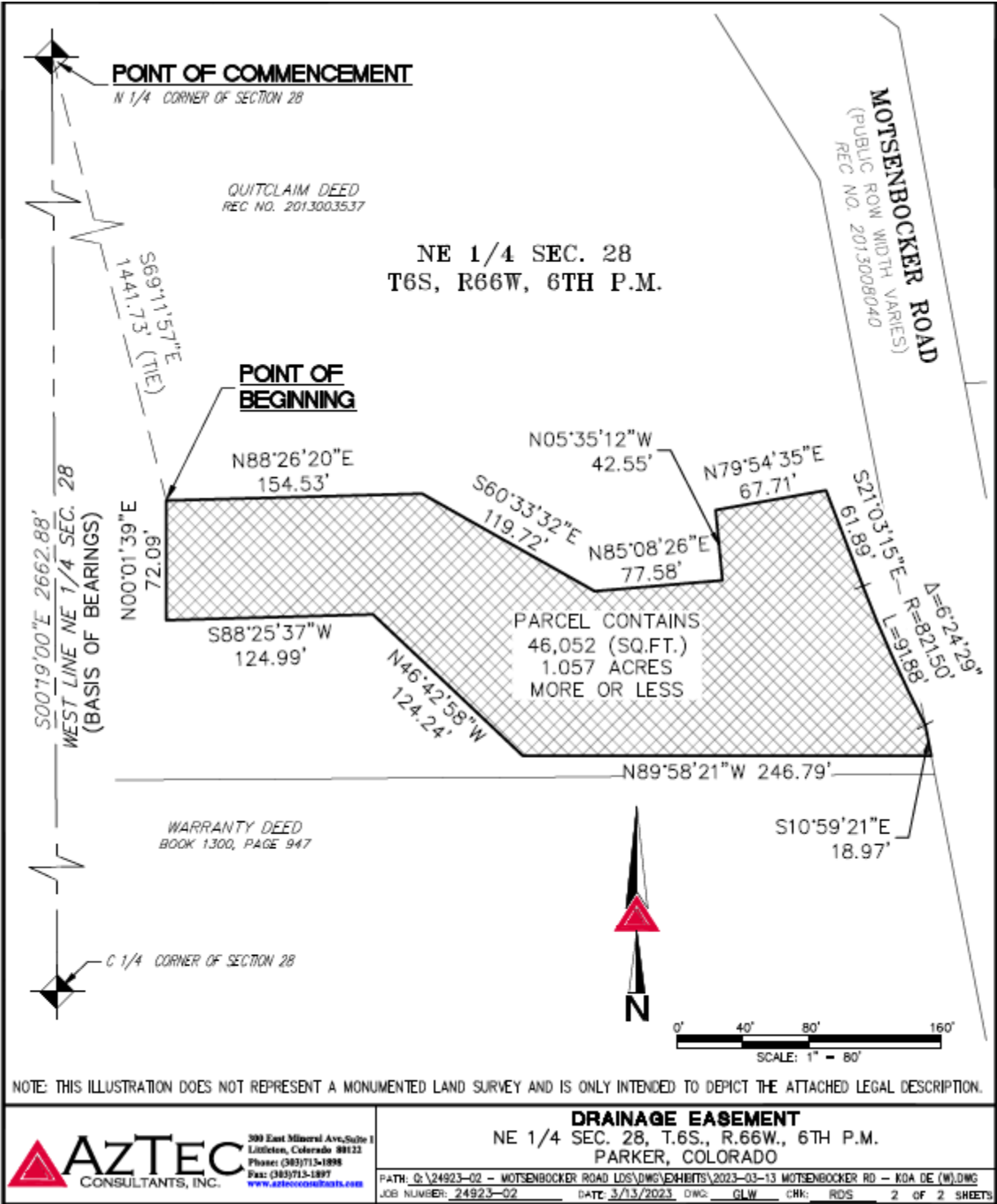
THENCE SOUTH 88°25'37" WEST, A DISTANCE OF 124.99 FEET;

THENCE NORTH 00°01'39" EAST, A DISTANCE OF 72.09 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.057 ACRES, (46,052 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



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 86°20'13" EAST, A DISTANCE OF 1,078.81 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 128.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 549.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°33'42", AN ARC LENGTH OF 657.55 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 21°03'15" EAST, A DISTANCE OF 89.99 FEET;

THENCE SOUTH 79°54'35" WEST, A DISTANCE OF 67.71 FEET;

THENCE NORTH 01°16'34" EAST, A DISTANCE OF 92.46 FEET;

THENCE NORTH 07°47'59" WEST, A DISTANCE OF 49.67 FEET;

THENCE NORTH 32°27'53" WEST, A DISTANCE OF 92.56 FEET;

THENCE NORTH 38°54'03" WEST, A DISTANCE OF 71.80 FEET;

THENCE NORTH 49°11'13" WEST, A DISTANCE OF 102.99 FEET;

THENCE NORTH 64°35'41" WEST, A DISTANCE OF 153.11 FEET;

THENCE NORTH 75°34'25" WEST, A DISTANCE OF 113.42 FEET;

THENCE SOUTH 88°33'01" WEST, A DISTANCE OF 62.09 FEET;

THENCE SOUTH 77°55'46" WEST, A DISTANCE OF 89.61 FEET;

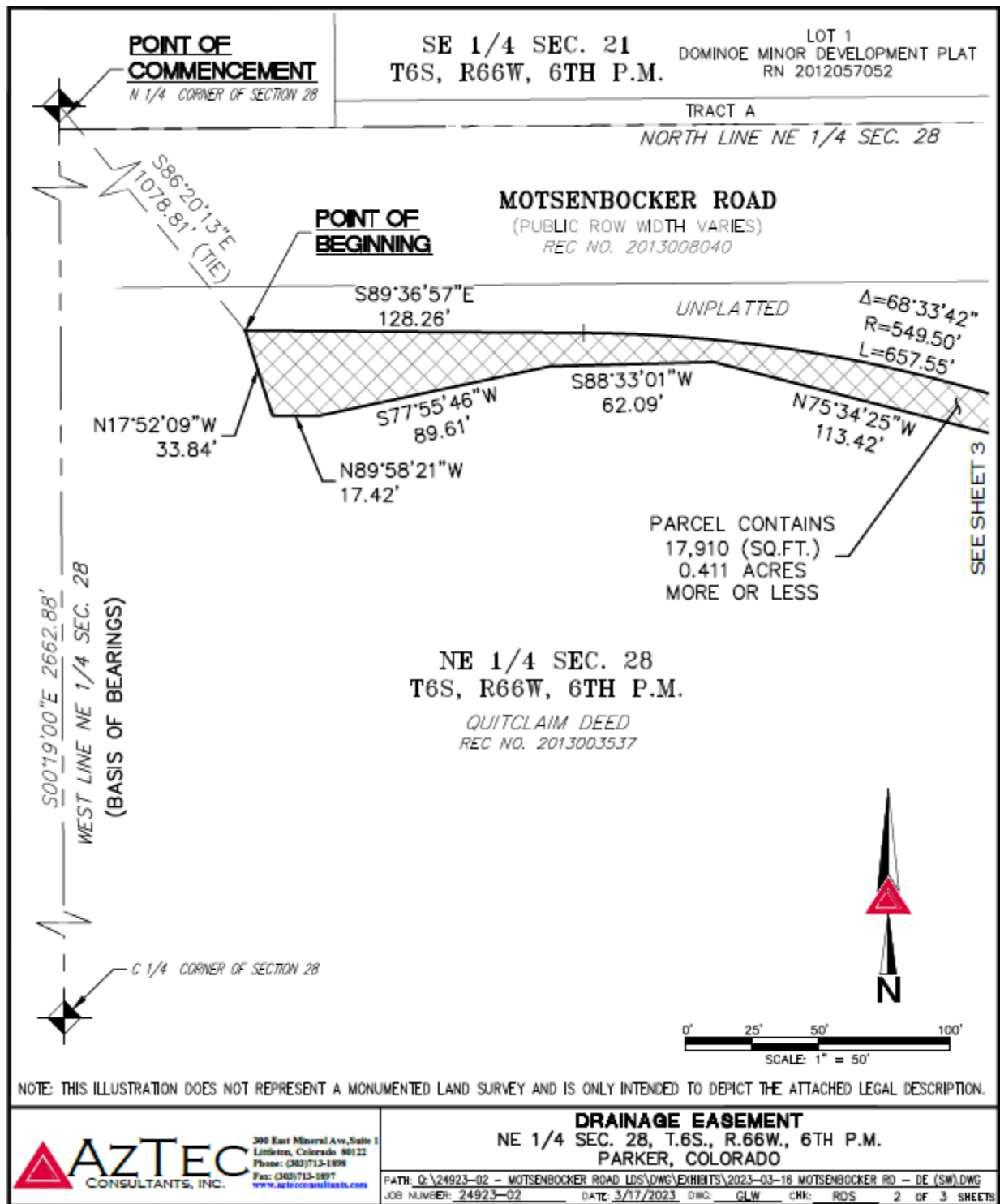
THENCE NORTH 89°58'21" WEST, A DISTANCE OF 17.42 FEET;

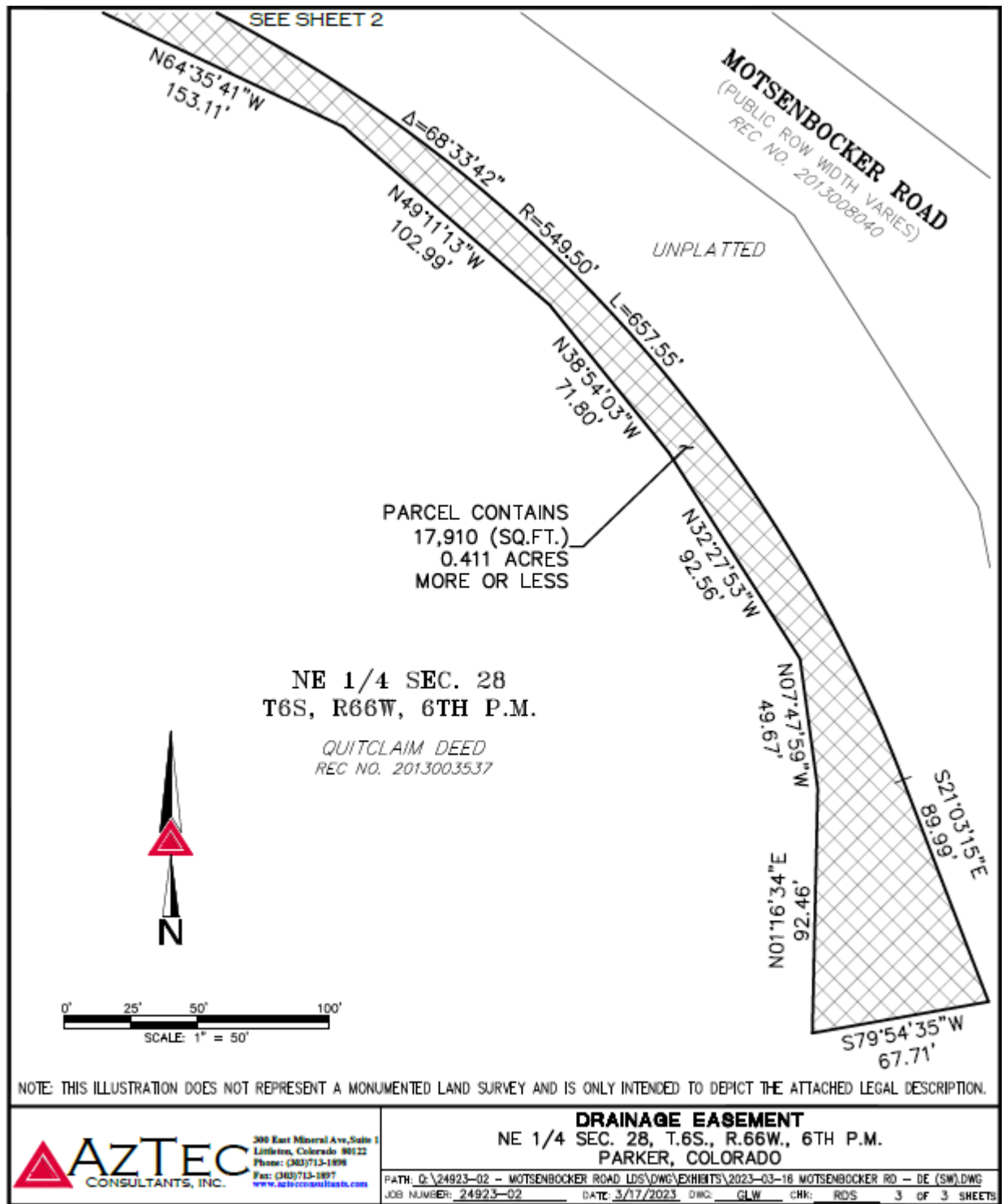
THENCE NORTH 17°52'09" WEST, A DISTANCE OF 33.84 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.411 ACRES, (17,910 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





A PARCEL OF LAND BEING A PART OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT
RECORDED AT RECEPTION NO. 2012057052 IN THE OFFICIAL RECORDS OF THE CLERK AND
RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST
QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, NORTH 00°40'41" WEST, A
DISTANCE OF 36.45 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 46°17'09" EAST, A DISTANCE OF
52.35 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°35'15" WEST, A DISTANCE OF 37.41
FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.016 ACRES, (682 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

SE 1/4 SEC. 21
T6S, R66W, 6TH P.M.

QUITCLAIM DEED
REC NO. 2021105604

PARCEL CONTAINS
682 (SQ.FT.)
0.016 ACRES
MORE OR LESS

N00°40'41"W
36.45'

WESTERLY BOUNDARY OF LOT 1
(BASIS OF BEARINGS)

S46°17'09"E
52.35'

POINT OF
BEGINNING
SW CORNER OF LOT 1

LOT 1
DOMINOE MINOR
DEVELOPMENT PLAT
REC. NO. 2012057052



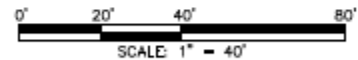
TRACT A
NORTH LINE NE 1/4 SEC. 28

S89°35'15"W 37.41'

MOTSENBOCKER ROAD
(PUBLIC ROW WIDTH VARIES)
REC NO. 2013008040

NE 1/4 SEC. 28
T6S, R66W, 6TH P.M.

QUITCLAIM DEED
REC NO. 2013003537



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

AzTEC
CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

DRAINAGE EASEMENT
SE 1/4 SEC. 21, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO
PATH: Q:\24923-02 - MOTSENBOCKER ROAD LOS\DWG\EXHIBITS\2023-03-29 MOTSENBOCKER RD - DE DOMINOE (N).DWG
JOB NUMBER: 24923-02 DATE: 3/29/2023 DWG: GLW CHK: RDS 2 OF 2 SHEETS

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105604 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED, WHENCE THE EASTERLY BOUNDARY OF SAID QUITCLAIM DEED BEARS NORTH 00°40'41" WEST WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 00°40'41" WEST, A DISTANCE OF 11.85 FEET TO THE POINT OF BEGINNING

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 89°36'57" WEST, A DISTANCE OF 63.23 FEET;

THENCE NORTH 45°07'30" EAST, A DISTANCE OF 49.25 FEET;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 27.46 FEET;

THENCE SOUTH 46°17'09" EAST, A DISTANCE OF 0.60 FEET TO SAID EASTERLY BOUNDARY;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°40'41" EAST, A DISTANCE OF 34.59 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.037 ACRES, (1,595 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

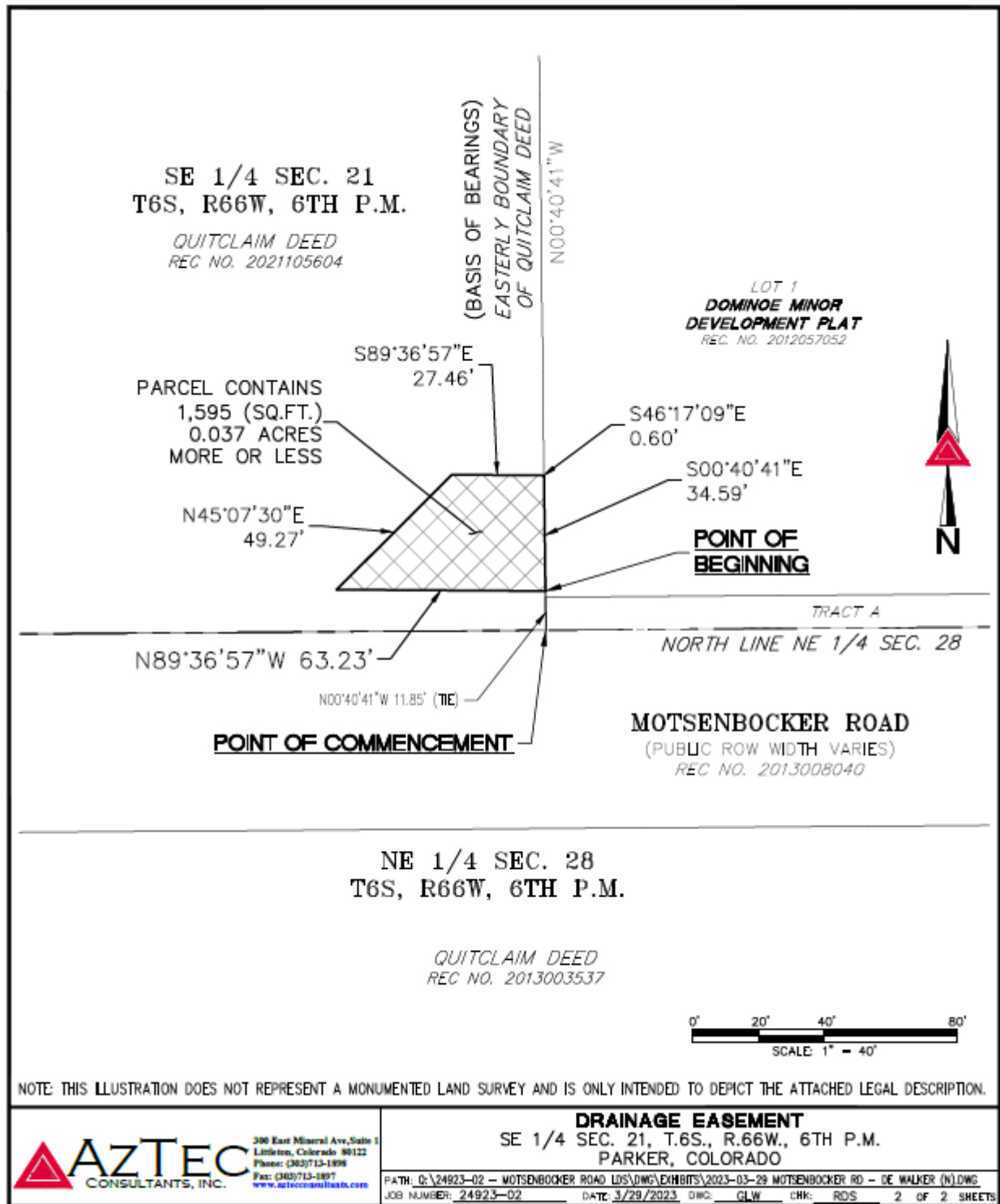


EXHIBIT C

Slope Easement Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2012056619 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 50°15'38" EAST, A DISTANCE OF 2,382.42 FEET TO THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01°05'23" EAST, A DISTANCE OF 69.85 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 46°01'20" WEST, A DISTANCE OF 15.51 FEET;

THENCE NORTH 16°19'58" WEST, A DISTANCE OF 48.80 FEET;

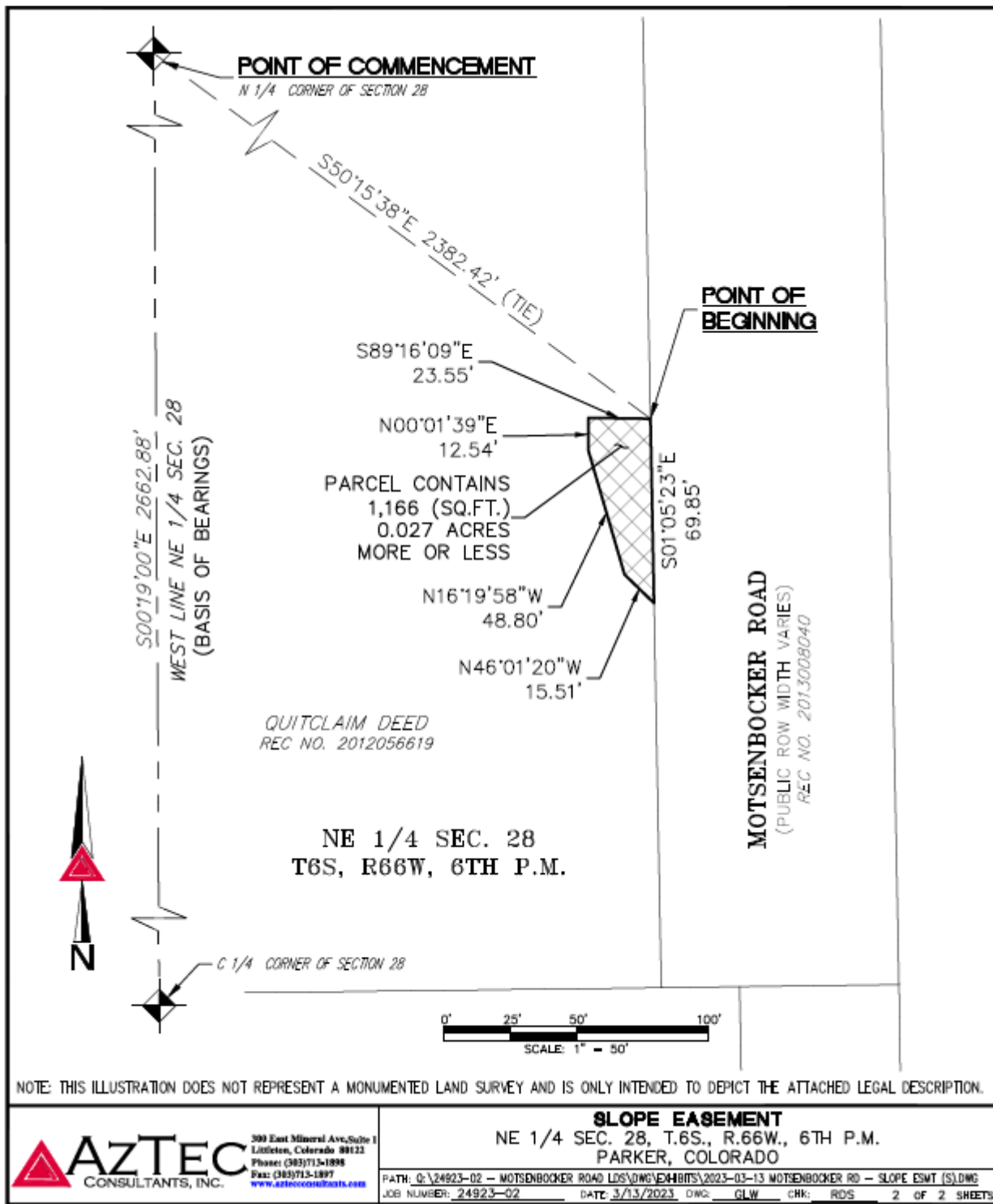
THENCE NORTH 00°01'39" EAST, A DISTANCE OF 12.54 FEET

THENCE SOUTH 89°16'09" EAST, A DISTANCE OF 23.55 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.027 ACRES, (1,166 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



A PARCEL OF LAND BEING A PART OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2012057052 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 00°40'41" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 89°35'15" EAST, A DISTANCE OF 37.41 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 46°17'09" WEST, A DISTANCE OF 7.77 FEET;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 62.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 642.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°03'46", AN ARC LENGTH OF 67.98 FEET TO SAID SOUTHERLY BOUNDARY;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°35'15" WEST, A DISTANCE OF 125.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.011 ACRES, (493 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

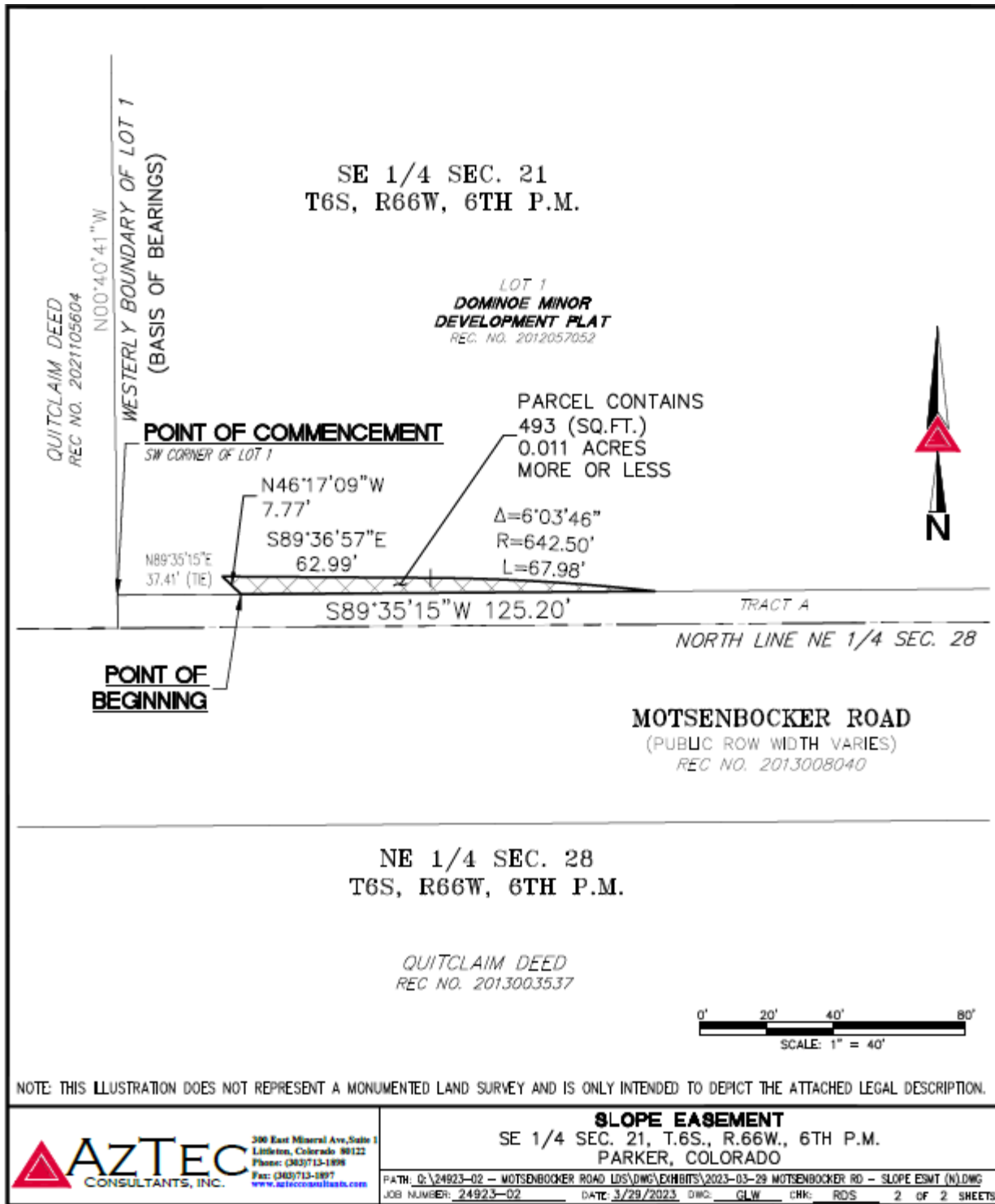


EXHIBIT D

Temporary Construction Easement Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2012056619 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 50°41'50" EAST, A DISTANCE OF 2,366.90 FEET TO THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01°05'23" EAST, A DISTANCE OF 106.73 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 42°27'44" WEST, A DISTANCE OF 23.40 FEET;

THENCE NORTH 20°34'47" WEST, A DISTANCE OF 42.23 FEET;

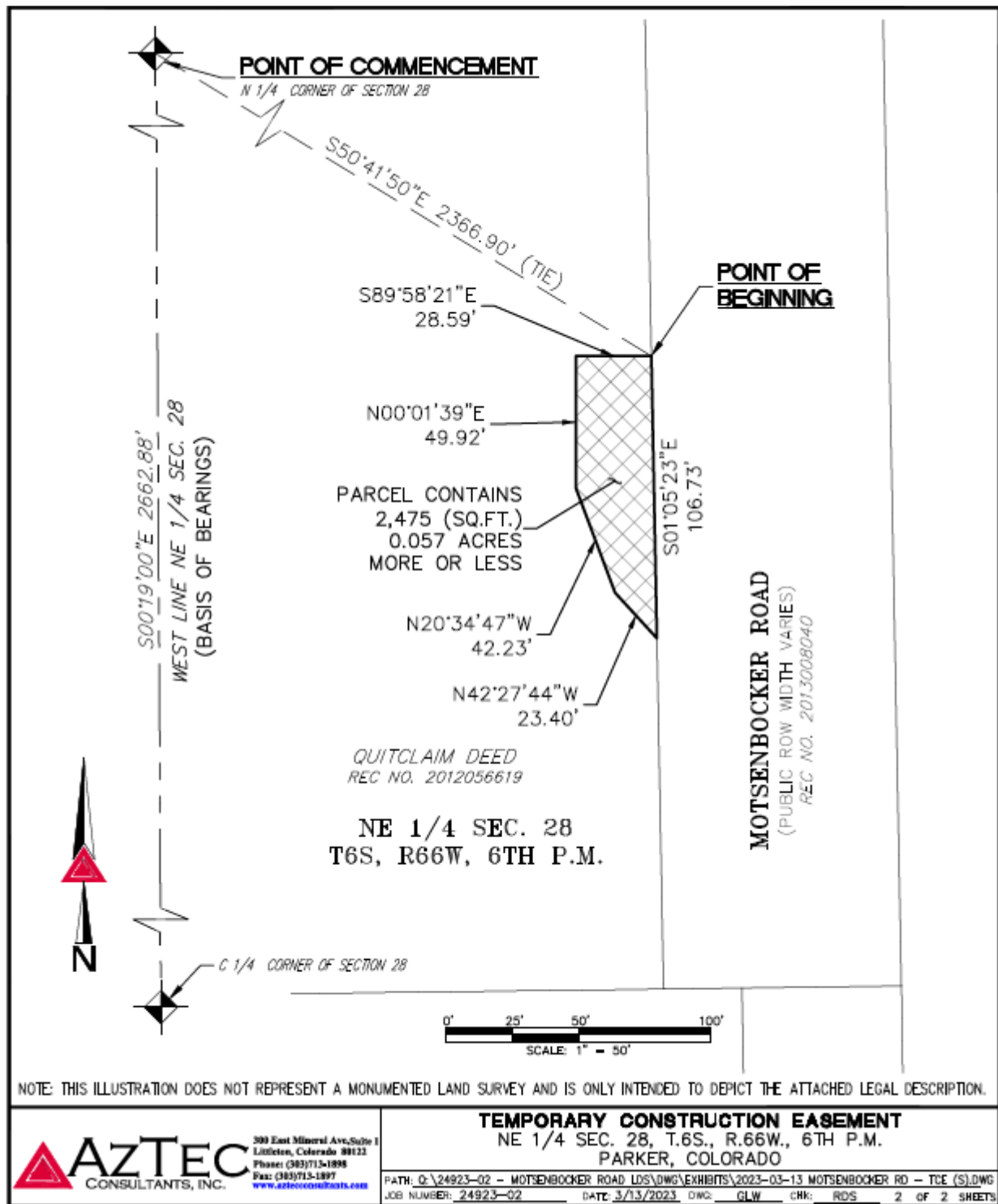
THENCE NORTH 00°01'39" EAST, A DISTANCE OF 49.92 FEET;

THENCE SOUTH 89°58'21" EAST, A DISTANCE OF 28.59 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 0.057 ACRES, (2,475 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



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 69°11'57" EAST, A DISTANCE OF 1,441.73 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 63°52'02" EAST, A DISTANCE OF 166.42 FEET;

THENCE NORTH 00°46'15" EAST, A DISTANCE OF 264.66 FEET;

THENCE SOUTH 64°35'41" EAST, A DISTANCE OF 1.69 FEET;

THENCE SOUTH 49°11'13" EAST, A DISTANCE OF 102.99 FEET;

THENCE SOUTH 38°54'03" EAST, A DISTANCE OF 71.80 FEET;

THENCE SOUTH 32°27'53" EAST, A DISTANCE OF 92.56 FEET;

THENCE SOUTH 07°47'59" EAST, A DISTANCE OF 49.67 FEET;

THENCE SOUTH 01°16'34" WEST, A DISTANCE OF 92.46 FEET;

THENCE SOUTH 05°35'12" EAST, A DISTANCE OF 42.55 FEET;

THENCE SOUTH 85°08'26" WEST, A DISTANCE OF 77.58 FEET;

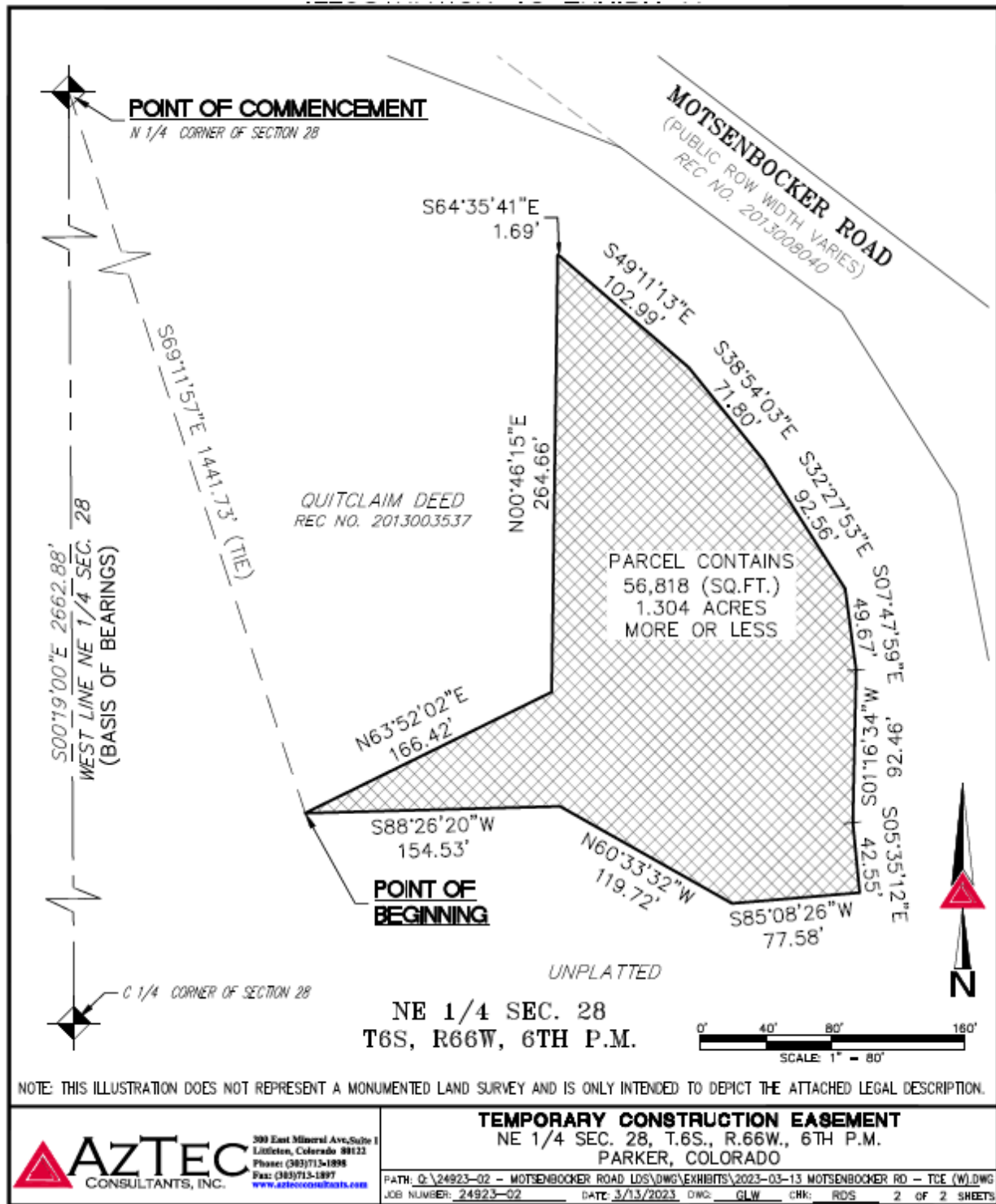
THENCE NORTH 60°33'32" WEST, A DISTANCE OF 119.72 FEET;

THENCE SOUTH 88°26'20" WEST, A DISTANCE OF 154.53 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.304 ACRES, (56,818 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



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015091493 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 77°58'59" EAST, A DISTANCE OF 1,860.95 FEET TO EASTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 88°20'31" EAST, A DISTANCE OF 34.80 FEET;

THENCE SOUTH 10°35'22" EAST, A DISTANCE OF 54.45 FEET TO THE NORTH BOUNDARY OF TRACT A, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001 IN SAID OFFICIAL RECORDS;

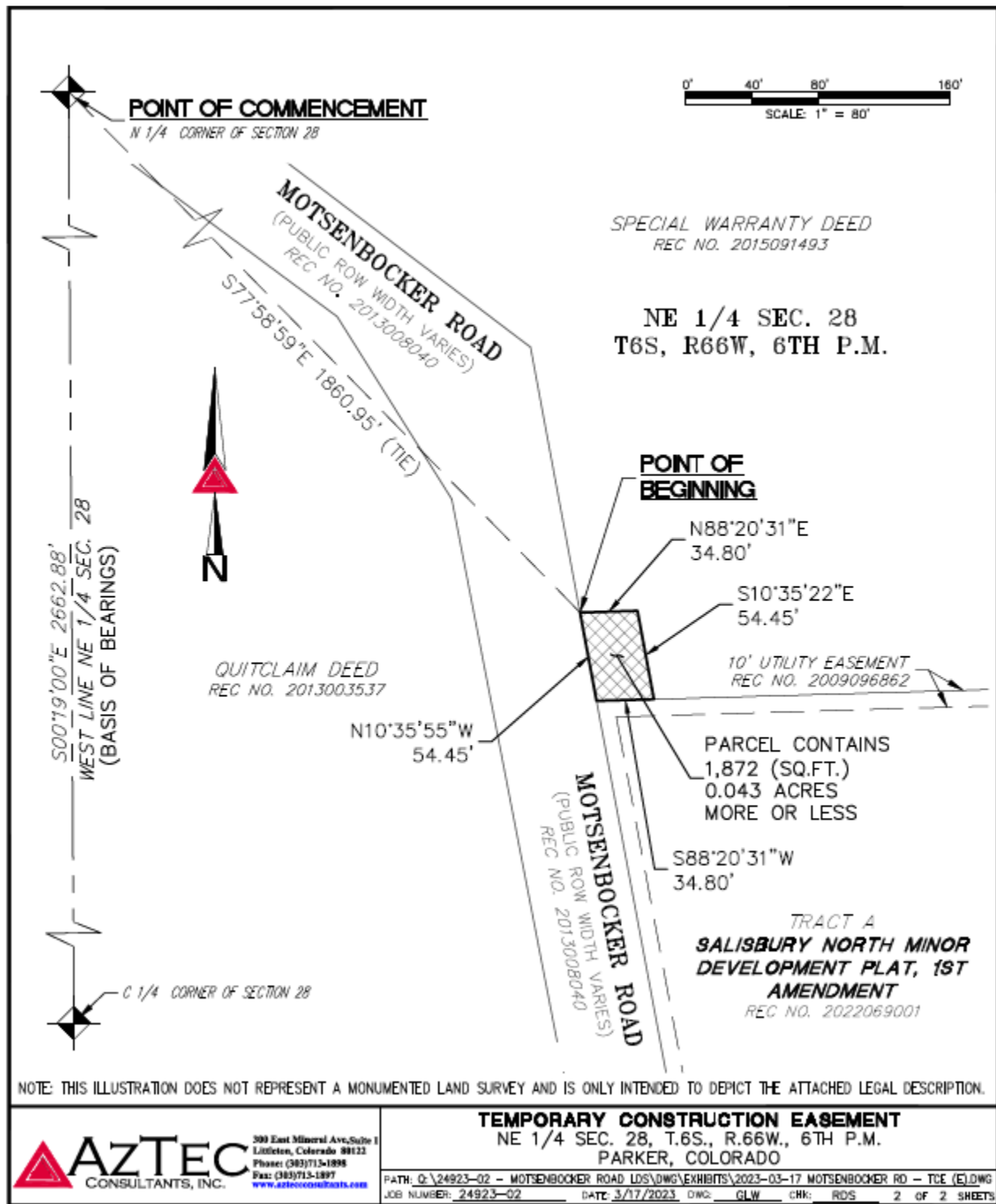
THENCE ALONG SAID NORTH BOUNDARY, SOUTH 88°20'31" WEST, A DISTANCE OF 34.80 FEET TO SAID EASTERLY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 10°35'55" WEST, A DISTANCE OF 54.45 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.043 ACRES, (1,872 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



A PARCEL OF LAND BEING A PART OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2012057052 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE EAST BOUNDARY OF SAID LOT 1 BEARS NORTH 00°40'28" WEST, A DISTANCE OF 1,103.35 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1, SOUTH 89°35'15" WEST, A DISTANCE OF 72.55 FEET;

THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°13'43" EAST, A DISTANCE OF 23.78 FEET;

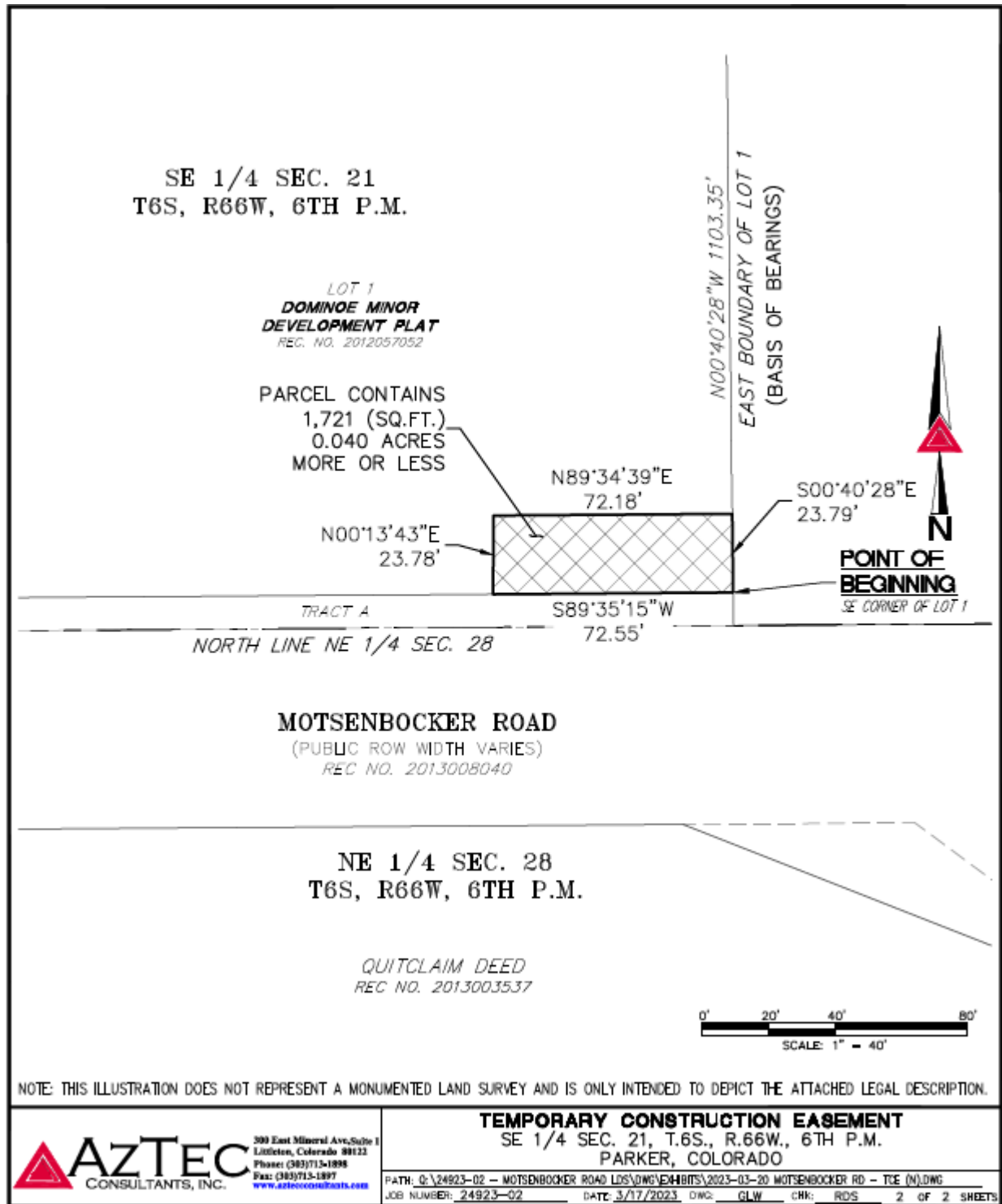
THENCE NORTH 89°34'39" EAST, A DISTANCE OF 72.18 FEET TO THE EAST BOUNDARY OF SAID LOT 1;

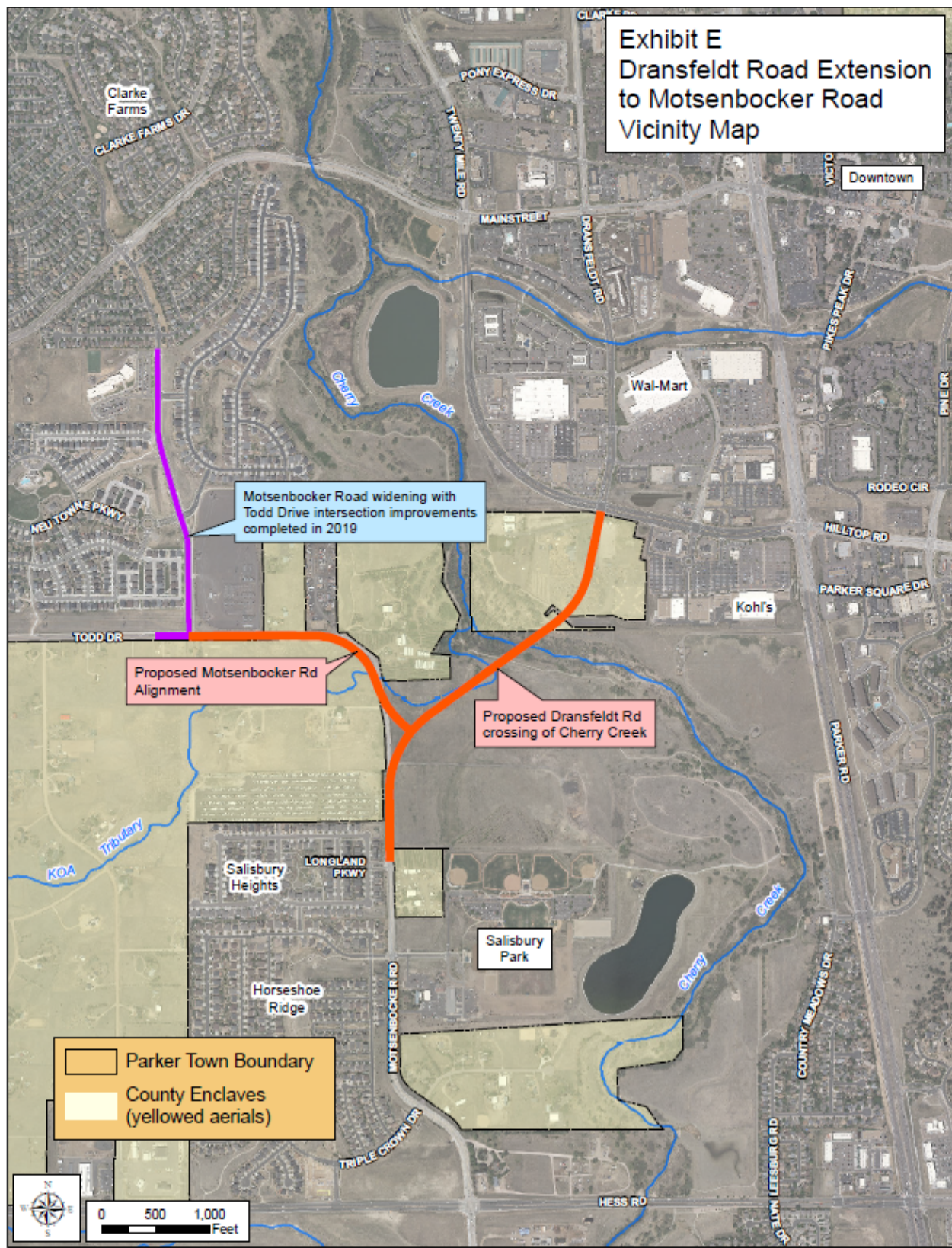
THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°40'28" EAST, A DISTANCE OF 23.79 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.040 ACRES, (1,721 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







Request for Town Council Action

Date: June 5, 2023

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.580 - Second Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to LCP MFII WREN, LLC

Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

In 2019-2020, the Town constructed Kings Point Way to connect Cottonwood Drive in the Crown Point Planned Development (PD) to the future Aurora Parkway in the City of Aurora. The Town is proposing to vacate excess right-of-way (ROW) left over from the Kings Point Way project and convey the 0.819 acre parcel to the adjacent property owner LCP MFII WREN, LLC.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the property owner of the Vantage Point PD dedicated a 40-foot wide parcel of ROW to the Town for the planned Kings Point Way roadway north of Cottonwood Drive. This 1.372 acre parcel is roughly one-third (1/3) of a mile in length (north-south). At the time of the dedication, no design for the planned roadway had been done.

In 2017, the Town commenced the design of the Kings Point Way roadway north of Cottonwood Drive. The ROW that was previously dedicated in 2016 has an existing petroleum pipeline (owned by Magellan Midstream Partners) located in an easement that runs parallel to the planned roadway. The language of that easement does not allow a roadway to run parallel over it but does permit a roadway to cross it. Due to this easement constraint, the roadway was shifted east during the design process so that it would not be located over the pipeline except at the intersection of Cottonwood Drive and Kings Point Way where it would cross the pipeline. The roadway design revision was approved by Magellan and the Town acquired the ROW on the east side of the planned roadway in 2018-2019. The construction of the roadway was completed in 2020 using the revised design that shifted the cartway because of the pipeline.

Due to the above, excess ROW now exists on the west side of Kings Point Way. The Town may vacate a portion of the 1.37 acre ROW parcel that is no longer required. On May 15, 2023, the

Town approved an Exemption Plat to subdivide the 1.37 acre ROW parcel into three (3) tracts. The Town will retain the southernmost tract because it provides the necessary ROW for the constructed road. The middle and northern tracts will be vacated and conveyed back to the adjacent property owner(s) who originally provided the land dedication for roadway construction. Tract A of the Exemption Plat will subdivide approximately 35,690 square feet or 0.819 acres of the excess ROW. This Tract is proposed to be vacated and conveyed back to LCP MFII WREN, LLC. which is the property owner of the Broadstone Wren multi-family residential development currently under construction to the west.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.580

RECOMMENDED MOTION

I move to approve Ordinance No. 1.580 on second reading.

Vacation of ROW

Portion of Kings Point Way



ORDINANCE NO. 1.580, Series of 2023

TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ADJACENT TO KINGS POINT WAY TO LCP MFII WREN, LLC

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of right-of-way adjacent to Kings Point Way that is described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to LCP MFII WREN, LLC. The Town hereby reserves for continued use an easement for utility purposes within the property described in Exhibit A and thus no permanent structures that prevent access to such utilities may be constructed within the property described in Exhibit A.

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

Tract A, Kings Point Way - West Right-of-Way Subdivision Exemption Plat, dated _____, 2023, and recorded in the Douglas County Clerk and Recorder's Office on _____, 2023, at Reception No. 2023_____.



Request for Town Council Action

Date: June 5, 2023

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.581 - Second Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to KPS Retail, LLC

Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

In 2019-2020, the Town constructed Kings Point Way to connect Cottonwood Drive in the Crown Point Planned Development (PD) to the future Aurora Parkway in the City of Aurora. The Town is proposing to vacate excess right-of-way (ROW) left over from the Kings Point Way project and convey the 0.232 acre parcel to the adjacent property owner KPS Retail LLC.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the property owner of the Vantage Point PD dedicated a 40-foot wide parcel of ROW to the Town for the planned Kings Point Way roadway north of Cottonwood Drive. This 1.372 acre parcel is roughly one-third (1/3) of a mile in length (north-south). At the time of the dedication, no design for the planned roadway had been done.

In 2017, the Town commenced the design of the Kings Point Way roadway north of Cottonwood Drive. The ROW that was previously dedicated in 2016 has an existing petroleum pipeline (owned by Magellan Midstream Partners) located in an easement that runs parallel with the planned roadway. The language of that easement does not allow a roadway to run parallel over it but does permit a roadway to cross it. Due to this easement constraint, the roadway was shifted east during the design process so that it would not be located over the pipeline except at the intersection of Cottonwood Drive and Kings Point Way where it would cross the pipeline. The roadway design revision was approved by Magellan and the Town acquired ROW on the east side of the planned roadway in 2018-2019. The construction of the roadway was completed in 2020 using the revised design that shifted the cartway because of the pipeline.

Due to the above, excess ROW now exists on the west side of Kings Point Way. The Town may vacate a portion of the 1.37 acre ROW parcel that is no longer required. On May 15, 2023, the Town approved an Exemption Plat to subdivide the 1.37 acre ROW parcel into three (3) tracts.

The Town will retain the southernmost tract because it provides the necessary ROW for the constructed road. The middle and northern tracts will be vacated and conveyed back to the adjacent property owner(s) who originally provided the land dedication for roadway construction. Tract B of the Exemption Plat will subdivide approximately 10,089 square feet or 0.23 acres of the excess ROW. This Tract is proposed to be vacated and conveyed back to KPS Retail, LLC, which is the property owner of the adjacent undeveloped land to the west.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

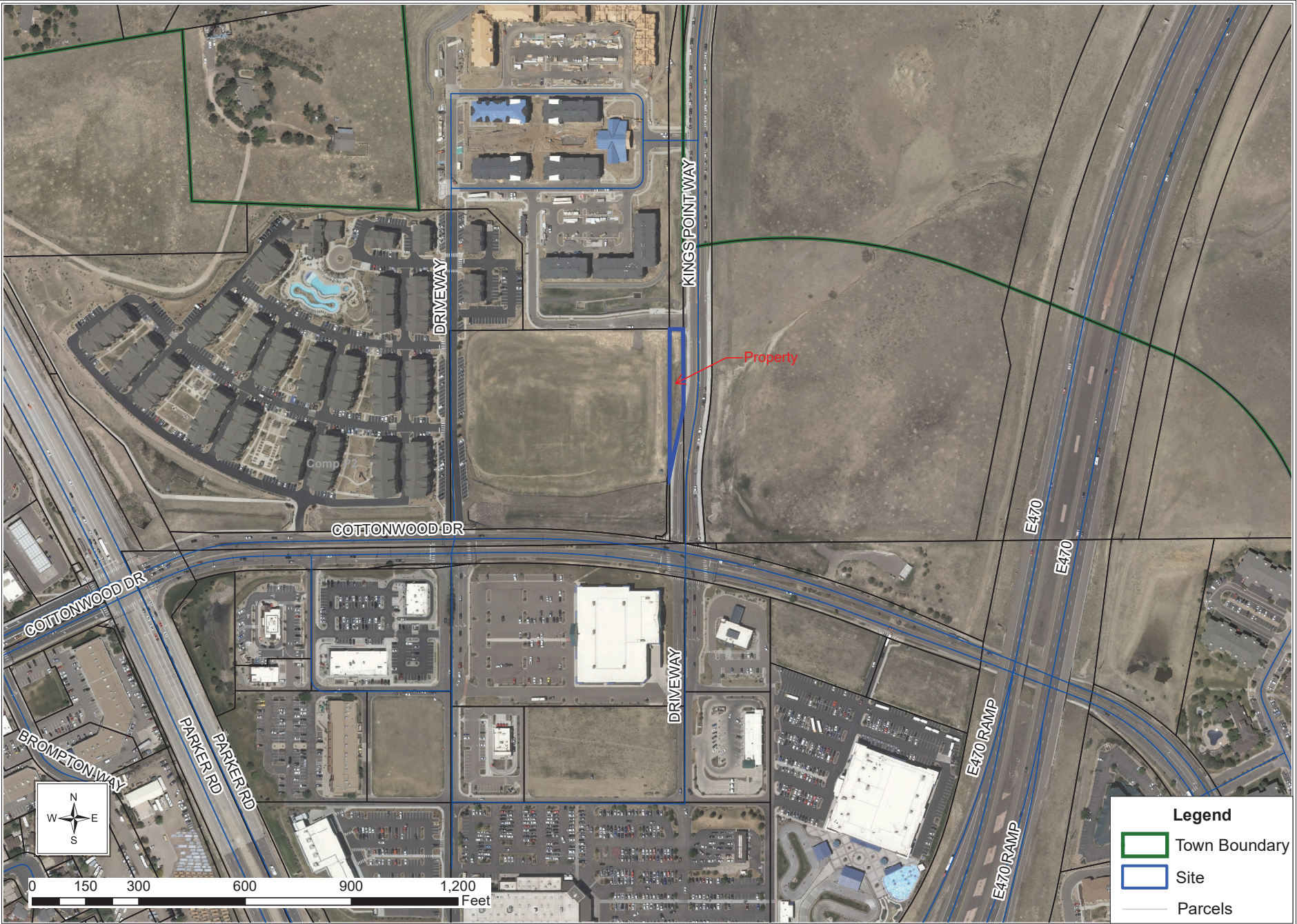
1. Vicinity Map
2. Ordinance No. 1.581

RECOMMENDED MOTION

I move to approve Ordinance No. 1.581 on second reading.

Vacation of ROW

Portion of Kings Point Way



ORDINANCE NO. 1.581, Series of 2023

TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ADJACENT TO KINGS POINT WAY TO KPS RETAIL, LLC

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of right-of-way adjacent to Kings Point Way that is described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to KPS Retail, LLC. The Town hereby reserves for continued use an easement for utility purposes within the property described in Exhibit A and thus no permanent structures that prevent access to such utilities may be constructed within the property described in Exhibit A.

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

Tract B, Kings Point Way - West Right-of-Way Subdivision Exemption Plat, dated _____, 2023, and recorded in the Douglas County Clerk and Recorder's Office on _____, 2023, at Reception No. 2023_____.