

**TOWN OF PARKER COUNCIL AGENDA**  
**February 5, 2018**

**Notes:**

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

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

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

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

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE**

5. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

6. **REPORT, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES*

B. *SECOND ADDENDUM TO AGREEMENT FOR POSSESSION AND USE - Norton*

*Department:           Town Attorney, Jim Maloney*

- C. *ORDINANCE NO. 5.23.9 - First Reading*  
*A Bill for an Ordinance to Repeal and Readopt Section 7.02.080 of the Parker Municipal Code Concerning Large Vehicle Parking, and Amending Chapter 7.02 by the Addition Thereto of a New Section 7.02.085 Concerning Overtime Parking Violations*  
*Department: Police, Doreen Jokerst*  
*Second Reading: February 20, 2018*
- D. *ORDINANCE NO. 9.266.1 - First Reading*  
*A Bill for an Ordinance to Approve the 2018 Intergovernmental Agreement to Provide Recreation Programming By and Between the Town of Parker, the Town of Castle Rock, and the Rueter-Hess Recreation Authority Concerning the Rueter-Hess Reservoir*  
*Department: Parks, Recreation and Open Space, Mary Colton*  
*Second Reading: February 20, 2018*
- E. *ORDINANCE NO. 9.259.1 - First Reading*  
*A Bill for an Ordinance to Approve Amendment #01 to the Intergovernmental Agreement By and Between the Town of Parker and Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive)*  
*Department: Engineering, Chris Hudson*  
*Second Reading: February 20, 2018*
- F. *RESOLUTION NO. 18-006*  
*A Resolution to Determine that the Heirloom Parkway Serial I Right-of-Way Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 19, 2018*  
*Department: Community Development, Carolyn Parkinson*  
*TRAKiT No. ANX17-004*
- G. *RESOLUTION NO. 18-007*  
*A Resolution to Determine that the Heirloom Parkway Serial II Right-of-Way Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 19, 2018*  
*Department: Community Development, Carolyn Parkinson*  
*TRAKiT No. ANX17-005*
- H. *RESOLUTION NO. 18-008*  
*A Resolution to Determine that the Village Center Drive Right-of-Way Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 19, 2018*  
*Department: Community Development, Carolyn Parkinson*  
*TRAKiT No. ANX17-006*

- I. *RESOLUTION NO. 18-010*  
*A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson*  
*Department: Town Council*
- J. *RESOLUTION NO. 18-011*  
*A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 6, 2018*  
*Department: Town Attorney, Jim Maloney*
- K. *RESOLUTION NO. 18-012*  
*A Resolution Accepting the Conveyance of a Public Sidewalk Easement From CBH Properties South Parker, LLC, for a Portion of Lot 7, Reata West Filing No. 1, 3rd Amendment*  
*Department: Engineering, Alex Mestdagh*  
*Trakit No.: SP17-074*
- L. *RESOLUTION NO. 18-017*  
*A Resolution to Appoint an Assistant Judge for the Parker Municipal Court*  
*Department: Town Attorney, Jim Maloney*
- M. *CONTRACTS OVER \$100,000*
1. *Interview Room Cameras and Fleet Vehicle Cameras for the Police Department*  
*Amount: \$467,984.25*  
*Contractor: Axon Enterprise, Inc.*  
*Department: Police, David King*
2. *Replacement and Additional Vehicles - Spradley Barr*  
*Amount: \$189,012.00*  
*Contractor: Spradley Barr Greeley*  
*Department: Engineering and Public Works, Jim Gilbert*
3. *Fleet Replacement - Loader*  
*Amount: \$136,744.00*  
*Contractor: Power Equipment Company*  
*Department: Engineering and Public Works, Jim Gilbert*
4. *Upfit of Fleet Replacement Equipment*  
*Amount: \$142,765.80*  
*Contractor: L.A.W.S*  
*Department: Engineering and Public Works, Jim Gilbert*

N. *Proclamation - National Catholic Schools Week*

8. **TOWN ADMINISTRATOR**

9. **PUBLIC HEARINGS**

A. **KIME RANCH ANNEXATION**

**Applicant:** Shannon Robbins, Brookfield Residential  
**Location:** Generally Located at the Northwest of the Sunset Ridge  
Neighborhood in the Vicinity of Crestone Needles Drive  
**Department:** Community Development, Paul Workman  
**Trakit No.** ANX17-007

**RESOLUTION NO. 18-013**

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

B. **PARKER KEYSTONE AMENDMENT NO. 2 - Minor Development Plat (Continued from  
January 2, 2018)**

**Applicant:** Armstrong Capital Development, LLC, Greg Armstrong  
**Location:** Southeast Corner of Parker Road and Lincoln Avenue  
**Department:** Community Development, Ryan McGee  
**TRAKiT:** SUB17-024

- (1) **Parker Keystone Minor Development Amendment No. 2 Plat**
- (2) **First Amendment to the Subdivision Agreement for Parker Keystone Filing No. 1, First  
Amendment**

10. **RESOLUTIONS**

**RESOLUTION NO. 18-009**

**A Resolution Approving the 71.5 Acre Harvie Open Space Conceptual Plan Dated November  
13, 2017**

**Department:** Recreation, Dennis Trapp

11. **ORDINANCES**

A. **ORDINANCE NO. 1.447.1 - Second Reading**

**A Bill for an Ordinance to Repeal Chapter 2.09 of the Parker Municipal Code Concerning the  
Parker Creative District**

**Department:** Cultural, Elaine Mariner



**B. ORDINANCE NO. 5.74.1 - Second Reading**

**A Bill for an Ordinance to Amend Sections 6.06.070 and 6.06.080 of the Parker Municipal Code Concerning the Restriction of Open Fires, Open Burning and Fireworks in the Town of Parker During Certain Fire Conditions**

**Department: Police Department, Doreen Jokerst**

**C. ORDINANCE NO. 5.06.39.1 - Second Reading**

**A Bill for an Ordinance Amending Title 7 of the Parker Municipal Code Authorizing the Community Service Officer to Remove or Impound Abandoned Motor Vehicles on Public Property**

**Department: Police Department, Doreen Jokerst**

**12. ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

February 5, 2018

“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. Subdivision Agreement between the Town and Mustang Development Company, LLC, dated May 15, 2006, for Pine Bluffs Filing No. 4
2. Proposed economic incentive concerning Chambers Highpoint Property, Pine Bluffs Commercial Property, Takota Tavern, and Gander Mountain Outdoors.
3. Tap House purchase and sale agreement

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

4. *Town of Parker v. Douglas County*, Douglas County District Court
5. *Ironstone/Stroh Ranch HOAs v. Town of Parker*, Douglas County District Court
6. *Town of Parker v. Oltmann, et al*, Douglas County District Court
7. *South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment*, Douglas County District Court

**TOWN OF PARKER COUNCIL  
MINUTES  
JANUARY 2, 2018**

Mayor Mike Waid called the meeting to order at 5:37 p.m. Councilmembers Joshua Rivero and Debbie Lewis were absent.

Jim Maloney announced the topics for the Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(b) there were three (3) items, the first was *Town of Parker v. Douglas County* concerning the Intergovernmental Agreement (and the comprehensive development plan) between the Town and Douglas County; the second, Carousel Farms Subdivision Agreement; and the third, South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was the Amended and Restated Stroh/Hess Ranch Annexation Agreement (Northern Property) dated May 5, 2014; and the second item was Amended and Restated Stroh/Hess Ranch Annexation Agreement (Southern Property) dated September 21, 2015.

**EXECUTIVE SESSION**

Josh Martin moved and Amy Holland seconded to go into Executive Session at 5:37 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Josh Martin moved and Amy Holland seconded to come out of Executive Session at 6:15 p.m.

The motion was approved unanimously.

**REGULAR SESSION**

Mayor Waid reconvened the meeting at 7:00 p.m.

The Pledge of Allegiance was led by the youth in the audience.

**SPECIAL PRESENTATIONS**

The Mayor asked for one minute of silence in honor of fallen Deputy Parrish.

The Mayor recognized Tara Moore on her recent SPHR designation.

**PARKER CHAMBER OF COMMERCE UPDATES** - None

**PUBLIC COMMENTS**

Officer Jeremy Wolffe stated he worked the New Year's holiday and was very appreciative of all the public support.

**REPORT, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

Councilmembers reported on meeting with other agencies they each attended since the last Town Council meeting.

**CONSENT AGENDA**

- A. *ORDINANCE NO. 12.05.12 - First Reading*  
*A Bill for an Ordinance to Amend Section 2.04.020 of the Parker Municipal Code Concerning Alternate Members for the Cultural and Scientific Commission*
- B. *ORDINANCE NO. 1.466.2 - First Reading*  
*A Bill for an Ordinance to Amend the Definitions Section and to Add a New Section 3.16 of the Town of Parker's Personnel Manual*
- C. *RESOLUTION NO. 18-001*  
*A Resolution to Amend Resolution No. 17-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law*
- D. *RESOLUTION NO. 18-002*  
*A Resolution to Determine, Upon Recommendation of the Town Administrator, That the Public Interest Will Be Served by a Single Source Contract Concerning the Townwide Wayfinding Signage - Phase 2 Project*
- E. *RESOLUTION NO. 18-003*  
*A Resolution to Amend Resolution No. 15-055, Series of 2015, to Adopt Revised Rules of Procedure and Conduct for the Parker Cultural and Scientific Commission Dated January 2, 2017*
- F. *RESOLUTION NO. 18-004*  
*A Resolution to Amend Resolution No. 03-070, Series of 2003, Adopting a Revised Fee Structure for the Processing of Development Applications in the Town of Parker*
- G. *RESOLUTION NO. 18-005*  
*A Resolution Approving the Forms of a Tax Levy Pledge Agreement Proposed Between Anthology West Metropolitan District Nos. 2 and 4, and a Capital Fees Pledge Agreement Proposed Between Anthology West Metropolitan District Nos. 4 and 6*
- H. *CONTRACTS OVER \$100,000*
  - 1. *Purchase of Two Cab and Chassis*

|                    |                                                |
|--------------------|------------------------------------------------|
| <i>Amount:</i>     | <i>\$233,324.00</i>                            |
| <i>Contractor:</i> | <i>McCandless Truck Center LLC</i>             |
| <i>Department:</i> | <i>Finance, Traci Gorman</i>                   |
|                    | <i>Public Works / Engineering, Jim Gilbert</i> |

2. *Purchase of Police Interceptor Utility Vehicles*  
*Amount: \$147,750.00*  
*Contractor: Larry H Miller Ford Lakewood*  
*Department: Finance, Traci Gorman*  
*Public Works / Engineering, Jim Gilbert*
  
3. *Salisbury Park Trail Project (CIP17-017)*  
*Amount: \$246,646.60*  
*Contractor: Scott Contracting, Inc.*  
*Department: Parks and Recreation, Dennis Trapp*  
*Public Works/Engineering, Tom Gill*
  
4. *2018 Townwide Resurfacing Program (CIP18-002)*  
*Amount: \$2,867,440.50*  
*Contractor: Aggregate Industries*  
*Department: Public Works, John Mounier*

Josh Martin moved to approve Consent Agenda Items 7A through 7H.

Amy Holland seconded the motion.

The motion was approved unanimously.

**TOWN ADMINISTRATOR** – None

### **PUBLIC HEARINGS**

#### **PARKER KEYSTONE AMENDMENT NO. 2 - Minor Development Plat (Continued to February 5, 2018)**

**Applicant:** Armstrong Capital Development, LLC, Greg Armstrong  
**Location:** Southeast corner of Parker Road and Lincoln Avenue  
**Department:** Community Development, Ryan McGee, AICP, Associate Planner  
**TRAKiT:** SUB17-024

- (1) Parker Keystone Minor Development Amendment No. 2 Plat**
- (2) First Amendment to the Subdivision Agreement for Parker Keystone Filing No. 1, First Amendment**

Staff stated due to a public noticing error, a continuance was being requested.

Renee Williams moved to continue the Public Hearing to February 5, 2018, at 7 p.m.

Josh Martin seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:11 p.m.

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Chris Vanderpool, Deputy Town Clerk

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Mike Waid, Mayor

**TOWN OF PARKER COUNCIL  
MINUTES  
JANUARY 16, 2018**

Mayor Mike Waid called the meeting to order at 5:38 p.m. All Councilmembers were present.

Jim Maloney announced the topics for the Executive Session were five (5) items under C.R.S. § 24-6-402(4)(b). The first item was the *Town of Parker v. Douglas County* concerning the Intergovernmental Agreement (and the comprehensive development plan) between the Town and Douglas County; the second was Section 2.1 of the Parker Home Rule Charter (Uniform Election Code); the third was the Parker Senior Center; the fourth was the Carousel Farms Subdivision Agreement; and the fifth was Ironstone/Stroh Ranch HOA's v. Town of Parker, Douglas County District Court.

**EXECUTIVE SESSION**

Joshua Rivero moved and Josh Martin seconded to go into Executive Session at 5:39 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)."

The motion was approved unanimously.

Renee Williams moved and John Diak seconded to come out of Executive Session at 6:30 p.m.

The motion was approved unanimously.

**REGULAR SESSION**

Mayor Waid reconvened the meeting at 7:02 p.m.

Youth from the audience led the Pledge of Allegiance.

**PARKER CHAMBER OF COMMERCE UPDATES**

Dennis Houston provided a Parker Days' update, announced the Valentine Promotion for Valentine's Day, reminded Council on the 2018 Economic Outlook Breakfast on January 25, 2018, and announced the Chamber will be hiring a Business Education Director.

**PUBLIC COMMENTS**

Scott Wright, Parker, Colorado  
Jim Tollefsrud, Parker, Colorado  
Connie Brussell, Parker, Colorado  
Ron Cartwright, Parker, Colorado

The individuals listed above all spoke about the proposed development at Hess Road and Parker Road. They commented on the amount of traffic and the safety issues surrounding the

increased traffic congestion the development would bring and asked that a different access point be constructed.

### **REPORT, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

Councilmembers reported on meetings they attended since the last Town Council.

### **CONSENT AGENDA**

Renee Williams asked that an additional item be added to the Consent Agenda as Item 6F which was to appoint Steve Connor to the Special Licensing Authority through January 31, 2018, as an Alternative Member of the Authority.

- A. *APPROVAL OF MINUTES - Intentionally left blank*
  
- B. *ORDINANCE NO. 1.447.1 - First Reading*  
*A Bill for an Ordinance to Repeal Chapter 2.09 of the Parker Municipal Code Concerning the Parker Creative District*  
*Department: Cultural, Elaine Mariner*  
*Second Reading: February 5, 2018*
  
- C. *ORDINANCE NO. 5.74.1 - First Reading*  
*A Bill for an Ordinance to Amend Sections 6.06.070 and 6.06.080 of the Parker Municipal Code Concerning the Restriction of Open Fires, Open Burning and Fireworks in the Town of Parker During Certain Fire Conditions*  
*Department: Police Department, Doreen Jokerst*  
*Second Reading: February 5, 2018*
  
- D. *ORDINANCE NO. 5.06.39.1 - First Reading*  
*A Bill for an Ordinance Amending Title 7 of the Parker Municipal Code Authorizing the Neighborhood Services Department to Remove or Impound Abandoned Motor Vehicles on Public Property*  
*Department: Police Department, Doreen Jokerst*  
*Second Reading: February 5, 2018*
  
- E. *CONTRACTS OVER \$100,000*
  - 1. *Wayfinding Signage Phase 2 (Townwide & Douglas County)*  
*Amount: \$403,276.00*  
*Contractor: Al Lenzi Group, Inc.*  
*Department: Public Works/Engineering, Chris Hudson*  
*Community Development, Mary Munekata*



2. *Snow Removal Equipment Upfit for Two Cab and Chassis*  
*Amount: \$232,894*  
*Contractor: Kois Brothers Equipment Co.*  
*Department: Finance, Traci Gorman*  
*Public Works / Engineering - Jim Gilbert*
  
3. *Old Newlin Gulch Road Trail Connection Project (CIP 18-006)*  
*Amount: \$197,672.00*  
*Contractor: Jag's Enterprises, Inc.*  
*Department: Public Works/Engineering, Tom Gill*  
*Parks and Recreation, Dennis Trapp*
  
4. *Records Management System Hardware and Associated Software*  
*Amount: \$230,773*  
*Contractor: Davenport Group*  
*Department: Police, Ron Combs*

Renee Williams asked that an additional item be added to the Consent Agenda as Item 6F which was to appoint Steve Connor to the Special Licensing Authority through January 31, 2018, as an Alternative Member of the Authority.

Amy Holland moved to approve the Consent Agenda Items 6A through 6F.

Renee Williams seconded the motion.

The motion was approved unanimously.

#### **TOWN ADMINISTRATOR** – Town Administrator's Report – First Quarter 2018

#### **ORDINANCES**

- A. ORDINANCE NO. 12.05.12 - Second Reading**  
**A Bill for an Ordinance to Amend Section 2.04.020 of the Parker Municipal Code Concerning Alternate Members for the Cultural and Scientific Commission**  
**Department: Cultural, Elaine Mariner**

In June 2017, Town Council approved Resolution No. 17-031 which increased the number of regular, voting members of the Parker Cultural and Scientific Commission from seven to eleven. This was based on the Commission's recommendation to expand membership to allow more diverse community representation on the Commission. The Ordinance that created the Commission included two alternate, non-voting positions who would vote only if a regular member was absent from a Commission meeting. With the expanded number of Commissioners, there is no longer a need to supplement the regular membership with non-

voting alternates, so the Commission recommended that the Ordinance be amended to eliminate the alternate positions.

**Public Comment:** None

Joshua Rivero moved to approve Ordinance No. 12.05.12 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**B. ORDINANCE NO. 1.466.2 - Second Reading**  
**A Bill for an Ordinance to Amend the Definitions Section and to Add a New**  
**Section 3.16 of the Town of Parker's Personnel Manual**  
**Department: Human Resources, Tara Moore**

Town Council gave staff direction to create an ordinance to amend the Personnel Manual to address compensation of exempt employees for emergency deployment.

**Public Comment:** None

Amy Holland moved to approve Ordinance No. 1.466.2 on seconding reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

The meeting adjourned at 7:33 p.m.

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Chris Vanderpool, Deputy Town Clerk

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Mike Waid, Mayor



## **Request for Town Council Action**

**Date:** February 5, 2018  
**Submitted By:** Jim Maloney, Town Attorney  
**Reviewed By:** Michelle Kivela, Town Administrator  
**Title:** **SECOND ADDENDUM TO AGREEMENT FOR  
POSSESSION AND USE - Norton**

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

### **EXECUTIVE SUMMARY**

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The purpose of this Second Addendum to Agreement for Possession and Use is to extend the period of time for negotiations from December 31, 2017 to July 1, 2018.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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The Town Council adopted Ordinance No. 1.475 stating its intent to acquire the real property necessary for the construction of Summerset Lane, including real property owned by Robert Norton and Meredith Norton (the “Nortons”). As a part of the good faith negotiations required by Ordinance No. 1.475, the Nortons agreed to enter into an “Agreement for Possession and Use,” subject to Town Council approval (the “Agreement”). On September 19, 2016, the Town Council approved the Agreement, which provided for negotiations related to the annexation and zoning of the Norton property. The period of time established for negotiations in the Agreement expired on May 31, 2017. On June 19, 2017, the Town Council approved the First Addendum to the Agreement extending the period of time for negotiations to December 31, 2017. That period of time expired on December 31, 2017, and the Town and the Nortons desire to extend the period of time for negotiations to July 1, 2018.

### **FINANCIAL IMPACT**

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The Nortons will allow the Town to use the real property that they own for the construction of Summerset Lane at no cost and will convey this real property to the Town at no cost, if the balance of the Nortons’ property is annexed and zoned. In the event the balance of the Nortons’ property is not annexed and zoned, the Town will have to pay for the real property used to construct Summerset Lane.

## **STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

## **ATTACHMENTS**

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1. Second Addendum - Norton

## **RECOMMENDED MOTION**

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

## **SECOND ADDENDUM TO AGREEMENT FOR POSSESSION AND USE**

THIS SECOND ADDENDUM TO AGREEMENT FOR POSSESSION AND USE (the "First Addendum") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the Town of Parker, a home rule municipal corporation of the State of Colorado (hereinafter "Town") and Robert M. Norton and Meredith S. Norton (hereinafter "Owner").

### **WITNESSETH**

WHEREAS, the Town and Owner previously entered into that Agreement for Possession and Use dated August 31, 2016 (the "Original Agreement");

WHEREAS, the Town and the Owner entered into a First Addendum to the Original Agreement on June 7, 2017 (the "First Addendum"); and

WHEREAS, the Town and Owner desire to amend the First Addendum as set forth in this Second Addendum.

NOW, THEREFORE, for good and valuable additional consideration, it is agreed:

1. Paragraph 5 of the First Addendum is amended to read as follows:

5. This Agreement is made with the understanding that the Town will continue to negotiate in good faith with the undersigned Owner regarding the potential annexation and rezoning of Owner's Property in substantial conformance to the matters listed in Exhibit B, attached hereto and incorporated herein by reference. In the event further negotiations are unsuccessful, the Town agrees to begin proceedings in eminent domain by July 1, 2018, unless an additional extension is agreed to by all parties via written addendum hereto. If the Owner's Property is annexed and zoned to the Town, the Subject Property shall be dedicated to the Town free and clear of all liens and encumbrances as a condition of such annexation. If the Owner's Property is not annexed to the Town, or if the Subject Property cannot be dedicated to the Town free and clear of all liens and encumbrances, this Agreement shall be submitted to the Court in order to obtain a court approved Stipulation for Possession to the Subject Property. Regardless of any such order for possession by the Court, this grant of possession shall remain in effect until title to the Subject Property transfers to the Town, or until the Town releases such right in writing.

2. Except as modified by the First Addendum and this Second Addendum, the Original Agreement remains in full force and effect and is hereby ratified by the Town and the Owner.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, CMC, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

OWNER: ROBERT M. NORTON AND  
MEREDITH S. NORTON

Meredith J. Norton

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of Jan, 2018, by Robert M. Norton and Meredith S. Norton.

My commission expires: 11/30/2021

(SEAL)

ABIGAIL LEWIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174049144  
MY COMMISSION EXPIRES 11/30/2021

Abigail Lewis  
Notary Public

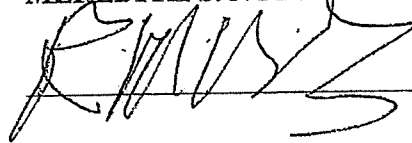
ATTEST:

Carol Baumgartner, CMC, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

OWNER: ROBERT M. NORTON AND  
MEREDITH S. NORTON

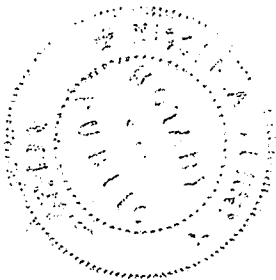


Vermont  
STATE OF ~~COLORADO~~ )  
 ) ss.  
COUNTY OF Orleans )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
January, 2018, by Robert M. Norton and Meredith S. Norton.

My commission expires: 2/10/19

(SEAL)



  
Notary Public

1/10/2018

G:\LEGAL\MGR\NORTON POSSESSION AGREEMENT - 2ND AMEND-20180105.DOCX



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Doreen Jokerst, Commander

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 5.23.9 - First Reading**  
**A Bill for an Ordinance to Repeal and Readopt Section 7.02.080 of the Parker Municipal Code Concerning Large Vehicle Parking, and Amending Chapter 7.02 by the Addition Thereto of a New Section 7.02.085 Concerning Overtime Parking Violations**

**Department:** Police, Doreen Jokerst  
**Second Reading:** February 20, 2018

### EXECUTIVE SUMMARY

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The amendments to this ordinance will add additional regulations to the parking of large vehicles/trailers in residential areas and will assist with concerns regarding two-hour parking and mandating the person move the vehicle at least 100 feet every two hours to come into compliance.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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1. There have been concerns brought forth by residents regarding large vehicle and detached trailer parking in residential areas of the Town. The amendments will provide that the vehicles not only need to be moved every 48 hours, but will need to be moved at least 100 feet from the previous parking location.
2. The amendments will provide an improved standard for the enforcement of two-hour parking in designated areas. Under this new standard, vehicles need to move every two hours at least 100 feet.

### FINANCIAL IMPACT

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None



## **STRATEGIC GOAL(S)**

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**INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE**



**ENHANCE ECONOMIC  
VITALITY**

## **ATTACHMENTS**

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1. Ordinance No. 5.23.9

## **RECOMMENDED MOTION**

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I move to approve Ordinance No. 5.23.9 on first reading and to schedule second reading for February 20, 2018, as part of the consent agenda.

ORDINANCE NO. 5.23.9, Series of 2018

**TITLE: A BILL FOR AN ORDINANCE TO REPEAL AND READOPT SECTION 7.02.080 OF THE PARKER MUNICIPAL CODE CONCERNING LARGE VEHICLE PARKING, AND AMENDING CHAPTER 7.02 BY THE ADDITION THERETO OF A NEW SECTION 7.02.085 CONCERNING OVERTIME PARKING VIOLATIONS**

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

**Section 1.** Section 7.02.080 of the Parker Municipal Code is hereby repealed in its entirety and readopted to read as follows:

**7.02.080 Large vehicle parking.**

(a) As used in this Section:

*Recreational vehicle* means a vehicle designed to be used as a temporary dwelling or sleeping accommodation for travel, recreation and vacation uses, including, but not limited to, trailers, self-contained trailers, pickup campers, travel trailers, tent trailers, and motorized homes.

The terms *semitrailer*, *trailer*, and *truck-tractor* shall have the meanings set forth in the 2010 edition of the Model Traffic Code, as adopted by the Town.

(b) It shall be unlawful for any person:

(1) To park or allow to be parked any truck-tractor, semitrailer, trailer or recreational vehicle in or upon any public street or highway in the Town, except as provided in Subsections (2) and (3) below.

(2) To park or allow to be parked a vehicle exceeding six thousand (6,000) pounds empty weight or twenty-two (22) feet in length, an automobile trailer and/or boat trailer not attached to a licensed vehicle, a truck-tractor or semitrailer, for a period of time longer than forty-eight (48) hours during any given week upon any public street located entirely within a zoned residential area; except where such vehicles are actively engaged in rendering services in the immediate area.

(3) To park or allow to be parked a truck containing an attached camper with a combined overall length exceeding twenty-two (22) feet, a recreation vehicle exceeding twenty-two (22) feet in length, or an automobile trailer and/or boat trailer attached to a licensed vehicle, for a period of time longer than forty-eight (48) hours during any given week upon any public street located entirely within a zoned residential area; except where such vehicles are actively engaged in rendering services in the immediate area.

(4) To relocate or otherwise move a vehicle described in Subsections (2) and (3) above to a new location from the vehicle's original parked location in an attempt to circumvent or evade the provisions of this Section.

(5) Except as described in Subsections (2) and (3), the parking or storage of truck-tractors and/or semitrailers shall only be permitted in areas designated by an official sign which has been posted allowing such parking or storage.

**Section 2.** Chapter 7.02 of the Parker Municipal Code is hereby amended by the addition thereto of a new Subsection 7.02.085 to read as follows:

**7.02.085 Overtime parking violations generally**

(a) Where any Section of this Chapter, or any sign posted pursuant to the provisions of this Code, prohibits parking in excess of any stated period of time in any given parking space or other designated area, a vehicle shall be considered in violation of that restriction if it has not been moved at least one hundred (100) feet from that parking space or designated area during the stated period of time or if the vehicle is moved to within one hundred (100) feet of that parking space or designated area within twenty-four (24) hours.

(b) It shall be unlawful for any person to use a parking space in excess of the time limit indicated by the sign accompanying the parking space.

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

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

**Section 5.** The provisions of this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Mike Waid, Mayor

ATTEST:

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Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_,  
2018.

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Mike Waid, Mayor

ATTEST:

---

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

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James S. Maloney, Town Attorney



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Mary Colton, Recreation Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.266.1 - First Reading**  
**A Bill for an Ordinance to Approve the 2018**  
**Intergovernmental Agreement to Provide Recreation**  
**Programming By and Between the Town of Parker, the Town**  
**of Castle Rock, and the Rueter-Hess Recreation Authority**  
**Concerning the Rueter-Hess Reservoir**

**Department:** Parks, Recreation and Open Space,  
Mary Colton

**Second Reading:** February 20, 2018

### EXECUTIVE SUMMARY

---

Approval of the 2018 IGA with the Town of Castle Rock and the Rueter-Hess Recreation Authority for the provision of recreation programming at Rueter-Hess Reservoir.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

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Each year the Town of Parker, the Town of Castle Rock and the Rueter-Hess Recreation Authority renew an Intergovernmental Agreement to provide recreation activities at the Rueter-Hess Reservoir. Activities in 2017 included a National Trails Day event, stand up paddle board lessons, an open swim competition, a Cyclocross event and several informational on site tours. Much of the same is planned for 2018 with the possible addition of the group Avid 4 Adventure bringing youth campers Monday through Friday for kayak and paddle board activities. There is potential for on site fishing in 2018 as well.

### FINANCIAL IMPACT

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There are no financial impacts to the Town.

### STRATEGIC GOAL(S)

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## **ATTACHMENTS**

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1. Ordinance No. 9.266.1

## **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.266.1 on first reading and to schedule second reading for February 20, 2018, as part of the consent agenda.

ORDINANCE NO. 9.266.1, Series of 2018

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE 2018 INTERGOVERNMENTAL AGREEMENT TO PROVIDE RECREATION PROGRAMMING BY AND BETWEEN THE TOWN OF PARKER, THE TOWN OF CASTLE ROCK, AND THE RUETER-HESS RECREATION AUTHORITY CONCERNING THE RUETER-HESS RESERVOIR**

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 2018 Intergovernmental Agreement to Provide Recreation Programming by and between the Town of Parker, the Town of Castle Rock, and the Rueter-Hess Recreation Authority Concerning the Rueter-Hess Reservoir, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_,  
2018.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney



## **EXHIBIT 1**

### **Intergovernmental Agreement to Provide Recreation Programming**

THIS INTERGOVERNMENTAL AGREEMENT TO PROVIDE RECREATION PROGRAMMING ("Agreement"), made and entered into this 17th day of November 2017 by and between, the TOWN OF PARKER, hereinafter called "Parker", the TOWN OF CASTLE ROCK, hereinafter called "Castle Rock," and the RUETER-HESS RECREATION AUTHORITY, a political subdivision of the State of Colorado, hereinafter called "Authority".

WHEREAS, Parker Water and Sanitation District ("PWSD") is the owner of certain real property and improvements located in Douglas County known as Rueter-Hess Reservoir (the "Property"); and

WHEREAS, pursuant to that certain Intergovernmental Agreement Establishing the Rueter-Hess Recreation Authority, dated August 27, 2015, ("Establishing IGA") the Authority was created to perform the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at the Rueter-Hess Reservoir; and

WHEREAS, PWSD has granted a license to the Authority to provided recreation programs and improvements ("License") consistent with the Rueter-Hess Reservoir 2016 Master Plan ("Master Plan"); and

WHEREAS, the Authority desires to accommodate recreational opportunities on the Property but does not have sufficient staff or resources to administer recreational programming for 2018 and desires to have Parker and Castle Rock provide staff, administration and programming services on its behalf to implement the programs generally described in **Exhibit A** hereto (the "Services"); and

WHEREAS, Parker and Castle Rock have existing recreation staff, systems and resources to provide the Services on behalf of the Authority and desire to provide such Services.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Services. On behalf of the Authority, Parker and Castle Rock shall provide the Services generally set forth in **Exhibit A** attached hereto and incorporated herein. Additional activities may be programmed and conducted by Parker and Castle Rock so long as same are consistent with the type, duration and extent of the activities listed in **Exhibit A**. If activities are inconsistent with those listed, Parker and Castle Rock shall provide a description of such activities to the Authority for review and approval prior to such activities being undertaken. In no circumstances shall activities that are inconsistent with the Master Plan or License be undertaken by Parker or Castle Rock.
  - a. Parker and Castle Rock shall provide the Services and be responsible for all aspects of staffing, contracting, programming, scheduling and supplying all

necessary equipment for the provision of the Services and for all costs and expenses related thereto.

- b. Parker and Castle Rock shall inform the Authority on a monthly basis of the activities scheduled by each on the Property. Parker and Castle Rock shall coordinate programming and use of the Property in order to avoid over-use, facilitate parking and to avoid other conflicts. Parker shall be the responsible entity for maintaining a master schedule of events at the Property.
  - c. Parker and Castle Rock shall individually be responsible for ensuring that appropriate staffing, parking and restroom facilities are available to accommodate their use of the Property and shall maintain designated parking areas and restroom facilities in good order. Parker and Castle Rock shall coordinate parking, restroom facilities, operational issues and access to the Property with designated PWSD staff.
  - d. Parker and Castle Rock shall be responsible for monitoring and enforcing access to the Property to ensure that only individuals enrolled in the programming offered by each are allowed access to the Property. For programmed and contracted third party events, Parker and Castle Rock shall take reasonable measures to enforce and limit access only to the areas of the Property designated for each activity. Parker and Castle Rock shall secure the Property as directed by PWSD during and at the completion of events to prevent unauthorized access.
  - e. Parker and Castle Rock shall individually be responsible for damages to the Property beyond those reasonably associated with the permitted use that are the result of Services provided by each.
2. Compensation. In consideration of Parker and Castle Rock providing the Services, Parker and Castle Rock shall be entitled to retain all revenues derived from the Services except for the amounts payable to the Authority as provided in **Exhibit A** (the "Compensation"). Parker and Castle Rock shall not charge residents of Authority member entities a higher rate for enrolling in the programs or activities provided pursuant to this Agreement than is charged to Parker or Castle Rock resident participants. Parker and Castle Rock shall provide an accounting of all revenues received by each for provision of the Services along with a calculation of the Compensation. The Compensation shall be paid to the Authority on a monthly basis or, for one time activities, within thirty (30) days of completion of that activity.
3. Insurance. Parker and Castle Rock shall carry insurance of the type and in the amounts as described in **Exhibit B** hereto. Proof of such insurance coverage shall be presented to the Authority on demand. All policies of insurance required hereby shall name the Authority and PWSD as additional insured parties. Nothing herein shall be deemed a waiver of immunity granted to the Authority, PWSD, Parker or Castle Rock as provided pursuant to §24-10-101 et seq., C.R.S. Contracts with third party providers shall require indemnification of the Authority and PWSD by all third parties and require the Authority and PWSD to be named as additional insured parties on all policies. Activity waivers signed by participants shall include the Authority and PWSD as parties that are indemnified and/or held harmless from any claims arising from activities undertaken on the Property.

4. Term. The term of this Agreement shall be from the date first entered above until December 31, 2018. The Authority may terminate this Agreement for cause, in whole or in part, by delivering written notice of termination to Parker and Castle Rock specifying the extent and timing of and the basis for such termination. The Authority shall provide written notice to Parker and/or Castle Rock of the basis for the proposed termination and Parker and/or Castle Rock shall have 15 days to cure, repair or address such basis to the reasonable satisfaction of the Authority.
5. Compliance with Laws and Requirements. Parker and Castle Rock shall be informed of and comply with all federal, state and local laws, ordinances and regulations, including those of PWSD regarding access and security, regarding provision of the Services and use of the Property and the Rules and Regulations of the Authority.
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile and electronic counterpart signatures to this Agreement shall be acceptable and binding.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

**PARKER:**

ATTEST:

TOWN OF PARKER

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CASTLE ROCK:**

ATTEST:

TOWN OF CASTLE ROCK

\_\_\_\_\_

By: Jeff Brauer  
Name: JEFF BRAUER  
Title: DIRECTOR

**AUTHORITY:**

ATTEST:

RUETER-HESS RECREATION AUTHORITY

\_\_\_\_\_

By: Doray Beach  
Name: Doray Beach  
Title: President



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Chris Hudson, Public Works Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.259.1 - First Reading**  
**A Bill for an Ordinance to Approve Amendment #01 to the Intergovernmental Agreement By and Between the Town of Parker and Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive)**

**Department:** Engineering, Chris Hudson  
**Second Reading:** February 20, 2018

### EXECUTIVE SUMMARY

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Approval of an amendment to the existing IGA with CDOT to receive federal funding for the construction of a sidewalk on the east side of Parker Road (State Highway 83) from the Sulphur Gulch Trail to the Plaza Drive intersection.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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On November 7, 2016, Town Council approved Ordinance 9.259. This Ordinance approved the IGA with CDOT for the construction funding of a sidewalk on the east side of Parker Road (State Highway 83) between the Sulphur Gulch Trail and the Plaza Drive intersection. Due to unknown reasons, CDOT staff did not utilize a form of agreement that reflected the Federal 2 CFR Part 200 (also known as Supercircular) requirements, although CDOT guidance required this form of agreement for all contracts in 2016. The CDOT staff determined that the existing contract needed to be amended in late-2017 as the Town got ready to commence competitive bidding on the proposed Parker Road sidewalk project.

This amendment does not change the amount of funding that the Town is receiving or the timing of the funding from the original IGA that was approved in 2016. The CDOT staff have been

following the Supercircular requirements as the Town went through the CDOT approval process in 2017. The Supercircular reference is a requirement on all Federally funded CDOT local agency projects throughout the state like the Parker Road sidewalk project. An ordinance is required to approve this IGA amendment.

### **FINANCIAL IMPACT**

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There are no new financial impacts due to this proposed amendment. As with any new sidewalk construction, long-term maintenance should be anticipated. Given typical use and proper initial construction, the sidewalk should last for 30-years. Snow removal is not typically the Town's responsibility unless the Town is the adjacent property owner. The sidewalk is not owned or maintained by CDOT and the Town will be responsible for any damage and/or replacement.

### **STRATEGIC GOAL(S)**

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SUPPORT AN  
ACTIVE COMMUNITY



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



PROMOTE A SAFE AND  
HEALTHY COMMUNITY



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

### **ATTACHMENTS**

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1. Ordinance No. 9.259.1

### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.295.1 on first reading and to schedule second reading for February, 20, 2018, as part of the consent agenda.

ORDINANCE NO. 9.259.1, Series of 2018

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE AMENDMENT #01 TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) CONCERNING FUNDING FOR THE CONSTRUCTION OF THE PARKER ROAD SIDEWALK CONNECTION PROJECT (EAST SIDE – SULPHUR GULCH TRAIL TO PLAZA DRIVE)**

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

**Section 1.** The Town Council of the Town of Parker hereby approves Amendment #01 to the Intergovernmental Agreement by and between the Town of Parker and Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive), 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_,  
2018.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney



# EXHIBIT 1

OLA #: 331001480  
Routing #: 16-HA1-XC-00061-M0002  
Original Routing#: 16-HA1-XC-00061  
Additional PO Reference#: 400000826

## STATE OF COLORADO AMENDMENT

### SIGNATURE AND COVER PAGE

|                                                     |              |                                                                                 |
|-----------------------------------------------------|--------------|---------------------------------------------------------------------------------|
| <b>State Agency</b><br>Department of Transportation |              | <b>Amendment Routing Number</b><br>16-HA1-XC-00061-M0002                        |
| <b>Local Agency/Region:</b><br>Town of Parker       |              | <b>Original Agreement Routing Number</b><br>16-HA1-XC-00061                     |
| <b>Amendment # 01</b>                               |              | <b>Project #/Subaccount:</b> AQC M039-004 (21058)<br><b>Contract Writer:</b> CA |
| <b>Agreement Maximum Amount:</b>                    | \$630,000.00 | <b>Amendment Effective Date</b><br>Date of Controller Signature                 |
| Current Encumbrance:                                | \$630,000.00 | <b>Initial Agreement expiration date</b><br>12/05/2021                          |

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

|                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LOCAL AGENCY</b><br><b>TOWN OF PARKER</b><br><br>_____<br>Signature<br><br>_____<br>By: (Print Name and Title)<br><br>Date: _____                                                                                                                                                                | <b>STATE OF COLORADO</b><br>John W. Hickenlooper, Governor<br>Department of Transportation<br>Michael P. Lewis, Executive Director<br><br>_____<br>Joshua Laipply, P.E., Chief Engineer<br><br>Date: _____ |
| 2 <sup>nd</sup> Local Agency Signature if Needed<br><br>_____<br>Signature<br><br>_____<br>By: (Print Name and Title)<br><br>Date: _____                                                                                                                                                            |                                                                                                                                                                                                            |
| In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.<br><br><b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Department of Transportation<br><br>Effective Date: _____ |                                                                                                                                                                                                            |

**1) PARTIES**

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Contractor and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

**4) PURPOSE**

The Parties entered into the Agreement for Parker Road Sidewalk Connection.

**5) MODIFICATIONS**

The Parties now agree to modify the original contract to incorporate the required provisions of the OMB Uniform Guidance, 2 C.F.R. 200. The following sections of the original agreement are modified: §§2, 3.A, 4, 5, 6, 7, 8.A, 8.B, 8.D, 9.F, 9.G, 10, 11, 12, 13, 15.B.iv, 17.B, 17.C, 19, and 24 (see **Attachment A** to this Amendment).

The Parties agree to modify **Exhibit C**. **Exhibit B** becomes the **Sample Option Letter**, which is also modified in form. **Exhibit D** becomes the **Local Agency Resolution**, which is unchanged in form. **Exhibits L** and **M** are added to the agreement (see **Exhibit C-2, B-1, Exhibit L** and **Exhibit M** attached to this Amendment).

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## ATTACHMENT A

**a. 2 – Effective Date and Notice of Nonliability**

**Section 2** is deleted in its entirety. It is now titled “Effective Date” and now reads as follows: This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before the Effective Date or after the Final Phase Performance End Date, as shown in **Exhibit C**.

**b. 3.A – Authority, Appropriation, and Approval**

**Section 3.A** is deleted in its entirety. The title remains the same but now reads as follows:

Authority to enter into this Agreement exists in the law as follows:

**i. Federal Authority**

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

**ii. State Authority**

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

**c. 4 – Definitions**

The following definitions are added alphabetically to **§4**:

“Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

“CORA” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

“Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

“Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient.

“Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient.

“FHWA” means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s

highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

“Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

“Notice to Proceed” means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

“OMB” means the Executive Office of the President, Office of Management and Budget.

“PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

“Recipient” means the Colorado Department of Transportation (CDOT) for this Federal Award.

“State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

“State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

“State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

“State Purchasing Director” means the position described in the Colorado Procurement Code and its implementing regulations.

“State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

“Subcontractor” means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

“Subrecipient” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

“Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

**Section 4.F** is deleted in its entirety and replaced with the following:

**F – Exhibits and Other Attachments**

The following exhibits are attached hereto and incorporated by reference herein:

- i. **Exhibit A**, Statement of Work.

- ii. **Exhibit B**, Sample Option Letter.
- iii. **Exhibit C**, Funding Provisions
- iv. **Exhibit D**, Local Agency Resolution
- v. **Exhibit E**, Local Agency Contract Administration Checklist
- vi. **Exhibit F**, Certification for Federal-Aid Contracts
- vii. **Exhibit G**, Disadvantaged Business Enterprise
- viii. **Exhibit H**, Local Agency Procedures for Consultant Services
- ix. **Exhibit I**, Federal-Aid Contract Provisions For Construction Contracts
- x. **Exhibit J**, Additional Federal Requirements
- xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
- xii. **Exhibit L**, Sample Subrecipient Risk Assessment Form
- xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)

**d. 5 – Term and Early Termination**

**Section 5** is deleted in its entirety. The title remains the same but now reads as follows:

**A. Initial Term**

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on the date of notice of CDOT final acceptance (“Agreement Expiration Date”) shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

**B. Early Termination in the Public Interest**

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§17.A**.

**e. 6 – Scope of Work**

**Section 6** is deleted in its entirety. The title remains the same but now reads as follows:

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design,

Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State's unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under §7.

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. §12101, *et. seq.*, and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
- b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R.

- d. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
- 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
  - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
  - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
  - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
  - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
  - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
    - "(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
    - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
    - (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
    - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements."

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in

accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
  - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual ([https://www.codot.gov/business/designsupport/bulletins\\_manuals/2006-local-agency-manual](https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual)).
  - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
    - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 *et seq.* Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (**Exhibit I**) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
    - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
    - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
    - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.
    - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of



the project/construction.

- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
  - 1) Right of way acquisition (3111) for federal participation and non-participation;
  - 2) Relocation activities, if applicable (3109);
  - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

a. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and: Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation. Obtain the railroad's detailed estimate of the cost of the Work.

- 1) Establish future maintenance responsibilities for the proposed installation.
- 2) Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- 3) Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vi. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

vii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

viii. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§9. F.**

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E.**

f. **7 – Option Letter Modification**

**Section 7** is deleted in its entirety. The title remains the same but now reads as follows:

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**, within 30 days before the targeted start date

of a new or modified Work phase. Such Option Letters will be incorporated into this Agreement.

A. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc).

B. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

C. Option to Exercise Options A and B.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

D. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**.

The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

g. **8.A and 8.B under 8 – Payments**

These two sections are deleted in their entirety. The titles remain the same but each section now

reads as follows:

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs as shown in **Exhibit C** and may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of such ordinance/resolution or authority letter may be attached as **Exhibit D**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion.

B. Payment Procedures

i. Invoices and Payment

1. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
2. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
3. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
4. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State

has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§5.B**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**).

**h. 8.D – Matching Funds**

**Section 8.D** is deleted in its entirety. The title remains the same but now reads as follows:

Local Agency shall provide matching funds as provided in **§8.A** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late

charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

**i. 9.F – Reimbursement of State Costs**

**Section 9.F** is deleted in its entirety. It is now titled "Risk Assessment & Monitoring" and now reads as follows:

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**)\* when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Form (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

**\*Note: The Risk Assessment applies only to Projects which have the initial phase authorized on or after July 1, 2016.**

**j. 9.G – Close Out**

**Section 9.G** is added to the IGA and reads as follows:

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State

as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**k. 10 – Reporting – Notification**

**Section 10** is deleted in its entirety. The title remains the same but now reads as follows:

**A. Quarterly Reports**

In addition to any reports required pursuant to **§21** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§18**.

**C. Performance and Final Status**

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

**D. Violations Reporting**

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

**l. 11 – Local Agency Records**

**Section 11** is deleted in its entirety. The title remains the same but now reads as follows:

**A. Maintenance**

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this



Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Inspection**

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

**D. Final Audit Report**

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

**m. 12 – Confidential Information-State Records**

**Section 12** is deleted in its entirety. The title remains the same but now reads as follows:

**A. Confidentiality**

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information



to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

**C. Use, Security, and Retention**

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**n. 13 – Conflict of Interest**

**Section 13** is deleted in its entirety. The title remains the same but now reads as follows:

**A. Actual Conflicts of Interest**

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

**B. Apparent Conflicts of Interest**

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written

approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

**o. 15.B.iv – Additional Insured**

**Section 15.B.iv** is deleted in its entirety. The title remains the same but now reads as follows:

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

**p. 17.B – Early Termination in the Public Interest**

**Section 17.B** is deleted in its entirety. It is now titled "Remedies Not Involving Termination" and now reads as follows:

The State, in its discretion, may exercise one or more of the following additional remedies:

- i. Suspend Performance  
Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.
- ii. Withhold Payment  
Withhold payment to Local Agency until Local Agency corrects its Work.
- iii. Deny Payment  
Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
- iv. Removal  
Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose

continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

q. **17.C – Remedies Not Involving Termination**

**Section 17.C** is deleted in its entirety. It is now titled "Local Agency's Remedies" and now reads as follows:

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§16.B** and the dispute resolution process in **§24** shall have all remedies available at law and equity.

r. **19 – Rights in Data, Documents, and Computer Software**

**Section 19** is deleted in its entirety. The title remains the same but now reads as follows:

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format

now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

s. **24 – Disputes**

**Section 24** is deleted in its entirety. The title remains the same but now reads as follows:

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in **§24.A** fails to resolve the dispute within 10 Business Days, Local Agency shall submit any alleged breach of this Agreement by the State to the purchasing director of CDOT for resolution in accordance with the provisions of §§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the "Resolution Statutes"), except that if Local Agency wishes to challenge any decision rendered by the purchasing director, Local Agency's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Local Agency pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**EXHIBIT C-2 – FUNDING PROVISIONS****AQC M039-004 (21058)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$630,000.00, which is to be funded as follows:

|                                                |                                                               |        |      |              |
|------------------------------------------------|---------------------------------------------------------------|--------|------|--------------|
| <b>1. BUDGETED FUNDS</b>                       |                                                               |        |      |              |
| a.                                             | Federal Funds<br>(80% of Participating Costs)                 |        |      | \$504,000.00 |
| b.                                             | Local Agency Matching Funds<br>(20% of Participating Costs)   |        |      | \$126,000.00 |
| <b>TOTAL BUDGETED FUNDS</b>                    |                                                               |        |      | \$630,000.00 |
| <b>2. OMB UNIFORM GUIDANCE</b>                 |                                                               |        |      |              |
| a.                                             | Federal Award Identification Number (FAIN):                   |        |      | TBD          |
| b.                                             | Federal Award Date (also Phase Performance Start Date):       |        |      | See Below    |
| c.                                             | Amount of Federal Funds Obligated by this Action:             |        |      | \$504,000.00 |
| d.                                             | Total Amount of Federal Award:                                |        |      | \$504,000.00 |
| e.                                             | Name of Federal Awarding Agency:                              |        |      | FHWA         |
| f.                                             | CFDA Number – Highway Planning and Construction               |        |      | CFDA 20.205  |
| g.                                             | Is the Award for R&D?                                         |        |      | No           |
| h.                                             | Indirect Cost Rate (if applicable)                            |        |      | N/A          |
| <b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>    |                                                               |        |      |              |
| a.                                             | Federal Funds Budgeted                                        |        |      | \$504,000.00 |
| b.                                             | Less Estimated Federal Share of CDOT-Incurred Costs           |        |      | \$0.00       |
| <b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b> |                                                               |        |      | \$504,000.00 |
| <b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>        |                                                               |        |      |              |
| a.                                             | Total Encumbrance Amount                                      |        |      | \$630,000.00 |
| b.                                             | Less ROW Acquisition 3111 and/or ROW Relocation 3109          |        |      | \$0.00       |
| Net to be encumbered as follows:               |                                                               |        |      | \$630,000.00 |
|                                                |                                                               |        |      |              |
| WBS Element 21058.20.10                        | Performance Period Start*/End Date<br>12/06/2017 – 12/31/2019 | Const. | 3301 | \$630,000.00 |

\*The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.

## **B. Matching Funds**

The matching ratio for the federal participating funds for this Work is 80% federal-aid funds to 20% Local Agency funds, it being understood that such ratio applies only to the \$630,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$630,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$630,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

## **C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be \$504,000.00 (For CDOT accounting purposes, the federal funds of \$504,000.00 and the Local Agency matching funds of \$126,000.00 will be encumbered for a total encumbrance of \$630,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. A. of this contract.

## **D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

- i. Expenditure less than \$750,000  
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. Expenditure of \$750,000 or more-Highway Funds Only  
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. Expenditure of \$750,000 or more-Multiple Funding Sources  
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Independent CPA  
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

## EXHIBIT B-1, SAMPLE OPTION LETTER

|                                                                                                                                                                     |                                                                           |                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>State Agency</b><br>Department of Transportation                                                                                                                 |                                                                           | <b>Option Letter Number</b><br>ZOPTLETNUM                                         |
| <b>Local Agency</b><br>ZVENDORNAME                                                                                                                                  |                                                                           | <b>Agreement Routing Number</b><br>ZSMARTNO                                       |
| <b>Agreement Maximum Amount</b><br>Initial term<br>State Fiscal Year ZFYY_1                                                                                         | \$ ZFYA_1                                                                 | <b>Agreement Effective Date</b><br>The later of the effective date or ZSTARTDATEX |
| Extension terms<br>State Fiscal Year ZFYY_2<br>State Fiscal Year ZFYY_3<br>State Fiscal Year ZFYY_4<br>State Fiscal Year ZFYY_5<br>Total for all state fiscal years | \$ ZFYA_2<br>\$ ZFYA_3<br>\$ ZFYA_4<br>\$ ZFYA_5<br>\$ ZPERSVC_MAX_AMOUNT |                                                                                   |
|                                                                                                                                                                     |                                                                           | <b>Current Agreement Expiration Date</b><br>ZTERMDATEX                            |

### 1. OPTIONS:

A. Option to extend for an Extension Term

B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

E. Option to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information.

### 2. REQUIRED PROVISIONS:

#### Option A

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on (*insert date*) and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

#### Option B

In accordance with Section 7, D of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labeled as follows: C-2, C-3, C-4, etc.*).

#### Option C

In accordance with Section 7, D of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

#### Option D

In accordance with Section 7, D of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

(The following language must be included on ALL options):

The Agreement Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

#### Option E

In accordance with Section 7, D of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

#### 3. OPTION EFFECTIVE DATE:

The effective date of this option letter is upon approval of the State Controller or delegate.

#### APPROVALS:

##### State of Colorado:

John W. Hickenlooper, Governor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director, Colorado Department of Transportation

#### ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

**State Controller**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

| <b>CDOT SUBRECIPIENT RISK ASSESSMENT</b>                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                   | Date: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> |                                  |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------|
| Name of Entity (Subrecipient):                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |                                  |                          |
| Name of Project / Program:                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |                                  |                          |
| Estimated Award Period:                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |                                  |                          |
| Entity Executive Director or VP:                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |                                  |                          |
| Entity Chief Financial Officer:                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |                                  |                          |
| Entity Representative for this Self Assessment:                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |                                  |                          |
| <b>Instructions: (See "Instructions" tab for more information)</b><br>1. Check only one box for each question. All questions are required to be answered.<br>2. Utilize the "Comment" section below the last question for additional responses.<br>3. When complete, check the box at the bottom of the form to authorize. |                                                                                                                                                                                                                                                                                                                                                                   | Yes                                                                                                     | No                               | N/A                      |
| <b>EXPERIENCE ASSESSMENT</b>                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                   | Yes                                                                                                     | No                               | N/A                      |
| 1                                                                                                                                                                                                                                                                                                                          | Is your entity new to operating or managing federal funds (has not done so within the past three years)?                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         |                          |
| 2                                                                                                                                                                                                                                                                                                                          | Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         |                          |
| 3                                                                                                                                                                                                                                                                                                                          | Does your staff assigned to the program have at least three full years of experience with this federal program?                                                                                                                                                                                                                                                   | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         |                          |
| <b>MONITORING/AUDIT ASSESSMENT</b>                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                   | Yes                                                                                                     | No                               | N/A                      |
| 4                                                                                                                                                                                                                                                                                                                          | Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         | <input type="checkbox"/> |
| 5 a)                                                                                                                                                                                                                                                                                                                       | Were there non-compliance issues in this prior review?                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         | <input type="checkbox"/> |
| 5 b)                                                                                                                                                                                                                                                                                                                       | What were the number and extent of issues in prior review?                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/><br>1 to 2                                                                      | <input type="checkbox"/><br>>3   | <input type="checkbox"/> |
| <b>OPERATION ASSESSMENT</b>                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                   | Yes                                                                                                     | No                               | N/A                      |
| 6                                                                                                                                                                                                                                                                                                                          | Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i> | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         |                          |
| <b>FINANCIAL ASSESSMENT</b>                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                   | Yes                                                                                                     | No                               | N/A                      |
| 7 a)                                                                                                                                                                                                                                                                                                                       | Does your entity have an indirect cost rate that is approved and current?                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         |                          |
|                                                                                                                                                                                                                                                                                                                            | b) If Yes, who approved the rate, and what date was it approved?                                                                                                                                                                                                                                                                                                  |                                                                                                         |                                  |                          |
| 8                                                                                                                                                                                                                                                                                                                          | Is this grant/award 10% or more of your entity's overall funding?                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/><br>>10%                                                                        | <input type="checkbox"/><br><10% |                          |
| 9                                                                                                                                                                                                                                                                                                                          | Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         | <input type="checkbox"/> |
| 10                                                                                                                                                                                                                                                                                                                         | Has your entity had difficulty meeting local match requirements in the last three years?                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                | <input type="checkbox"/>         | <input type="checkbox"/> |
| 11                                                                                                                                                                                                                                                                                                                         | What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?                                                                                                                                                                                                                       |                                                                                                         |                                  |                          |

| INTERNAL CONTROLS ASSESSMENT  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                             | No                                 | N/A                             |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------|---------------------------------|
| 12                            | Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
| 13                            | Does your entity have financial procedures and controls in place to accommodate a federal-aid project?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>        | <input type="checkbox"/>           |                                 |
| 14                            | Does your accounting system identify the receipts and expenditures of program funds separately for each award?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>        | <input type="checkbox"/>           |                                 |
| 15                            | Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>        | <input type="checkbox"/>           |                                 |
| 16                            | Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
| 17                            | How many total FTE perform accounting functions within your organization?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/><br>≥ 6 | <input type="checkbox"/><br>2 to 5 | <input type="checkbox"/><br>< 2 |
| IMPACT ASSESSMENT             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                             | No                                 | N/A                             |
| 18                            | For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. ( *Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)                                                                                                                                                                                         | <input type="checkbox"/>        | <input type="checkbox"/>           |                                 |
| 19                            | For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options:<br><b>YES</b> = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.<br><b>NO</b> = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.<br><b>N/A</b> = Check if have no violations. | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
| PROGRAM MANAGEMENT ASSESSMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                             | No                                 | N/A                             |
| 20                            | Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
| 21                            | Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. ( *The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)                                                                                                                                                                                                                                | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
| 22                            | a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
|                               | b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |
|                               | c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>        | <input type="checkbox"/>           | <input type="checkbox"/>        |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>                                                                                                                                                                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project ( <i>Buy America requirements</i> )? <i>If Yes, please submit with this form.</i>                                                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p><b>Comments</b> - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p> <div style="background-color: #fff9c4; height: 150px; border: 1px solid black;"></div>                                                                                                                                                                                                                                                           |                          |                          |                          |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.         </div> <div style="text-align: center;">  </div> <div>           Tool Version:<br/>v2.0 (081816)         </div> </div> |                          |                          |                          |

# EXHIBIT M, OMB Uniform Guidance for Federal Awards

Subject to

The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),  
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
  - 1.2. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
  - 1.3. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
  - 1.4. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
  - 1.5. **“Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
  - 1.6. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
  - 1.7. **“Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
  - 1.8. **“State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
  - 1.9. **“Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
  - 1.10. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
  - 1.11. **“Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but



not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **3. Procurement Standards.**

**3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

**3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

**5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

**5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

**5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

**5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

**6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

**6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or

activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

- 8. Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 9. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

#### **10. Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.





## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Carolyn Parkinson, Planner I  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-006**  
**A Resolution to Determine that the Heirloom Parkway Serial I Right-of-Way Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 19, 2018**

**Department: Community Development, Carolyn Parkinson**  
**TRAKiT No. ANX17-004**

### EXECUTIVE SUMMARY

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The Town proposes to annex a portion of Heirloom Parkway Right-of-Way (ROW) between Hess and Chambers Roads. The Town has owned and maintained this roadway since it was accepted from the developer in 2016. To meet statutory requirements for contiguity, a serial annexation that is done in two sections is required. Serial I is a section of Heirloom Parkway located between the Town boundary and a point approximately 109 feet from it's intersection with Hess Road. This action, together with Serial II, will allow for annexation of the full length of Heirloom Parkway into the Town.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The Heirloom Parkway ROW was acquired by the developer from Parker Water and Sanitation District (PWSD) to serve the Heirloom residential development in 2012. Heirloom Parkway was constructed by the developer and dedicated to the Town in 2016. Staff proposes to annex the roadway into the Town since it is owned and maintained by the Town.

This action is consistent with the Parker 2035 Master Plan because it is located within the Town's Urban Growth Boundary which was amended in 2016 in anticipation of future annexation.

**FINANCIAL IMPACT**

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None

**STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

**ATTACHMENTS**

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1. Resolution No. 18-006
2. Annexation and vicinity map
3. Vicinity map

**RECOMMENDED MOTION**

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I move to approve Resolution No. 18-006.

RESOLUTION NO. 18-006, Series of 2018

**TITLE: A RESOLUTION TO DETERMINE THAT THE HEIRLOOM PARKWAY SERIAL I PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR MARCH 19, 2018**

WHEREAS, the Petitioner Town of Parker owns certain real property in Douglas County, which is described on attached **Exhibit A**;

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit A (the "Property"), substantially complies with Colo. Rev. Stat. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on March 19, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST, AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 78°45'09" WEST, A DISTANCE OF 72.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°45'09"EAST;

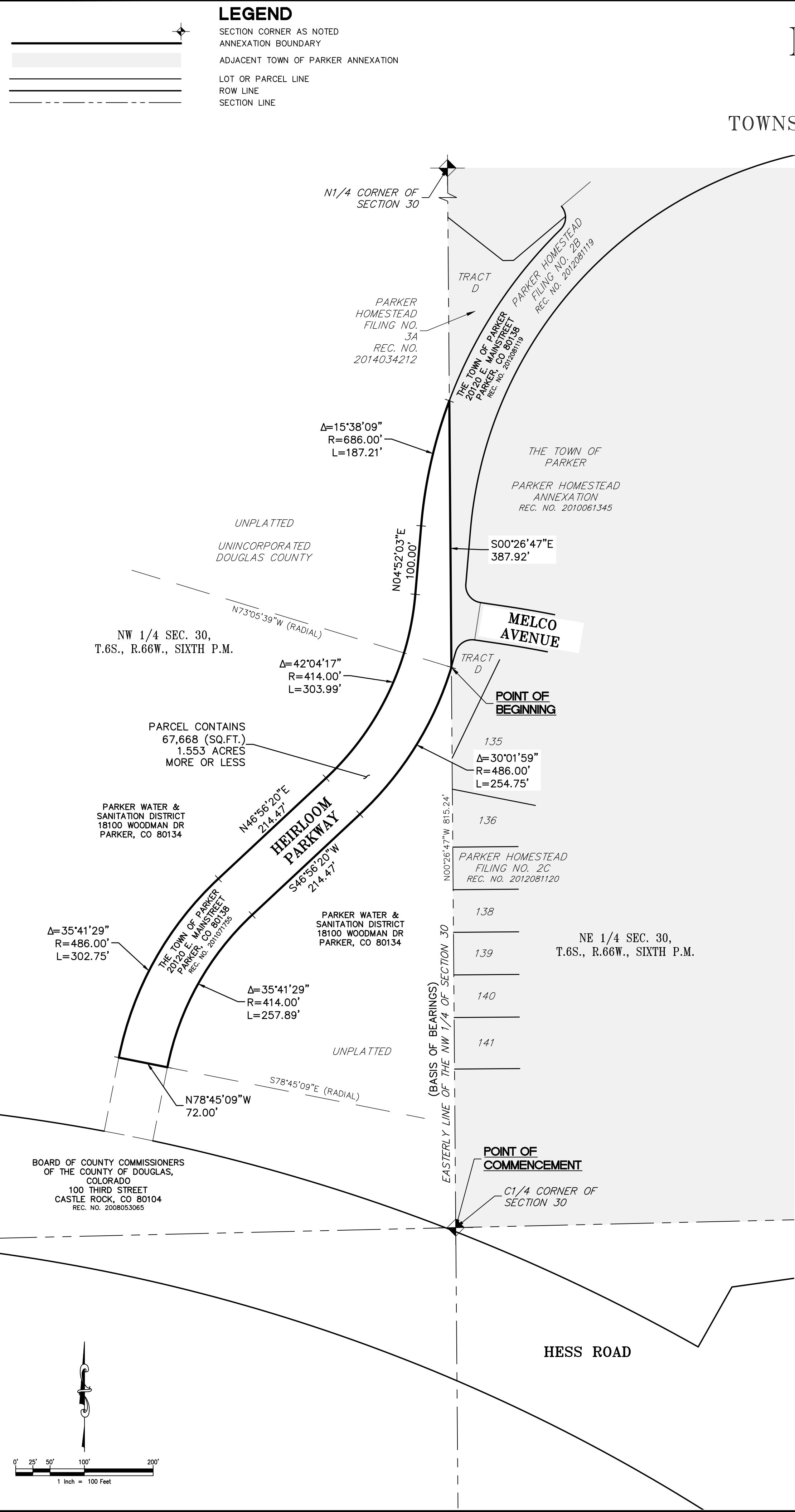
THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINES OF SAID HEIRLOOM PARKWAY THE FOLLOWING (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 302.75 FEET;
2. TANGENT TO SAID CURVE NORTH 46°56'20" EAST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 414.00 FEET;
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°04'17", AN ARC LENGTH OF 303.99 FEET;
4. TANGENT TO SAID CURVE NORTH 04°52'03" EAST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 686.00 FEET;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'09", AN ARC LENGTH OF 187.21 FEET TO SAID EASTERLY LINE OF THE NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°26'47" EAST, A DISTANCE OF 387.92 FEET TO THE POINT OF BEGINNING.

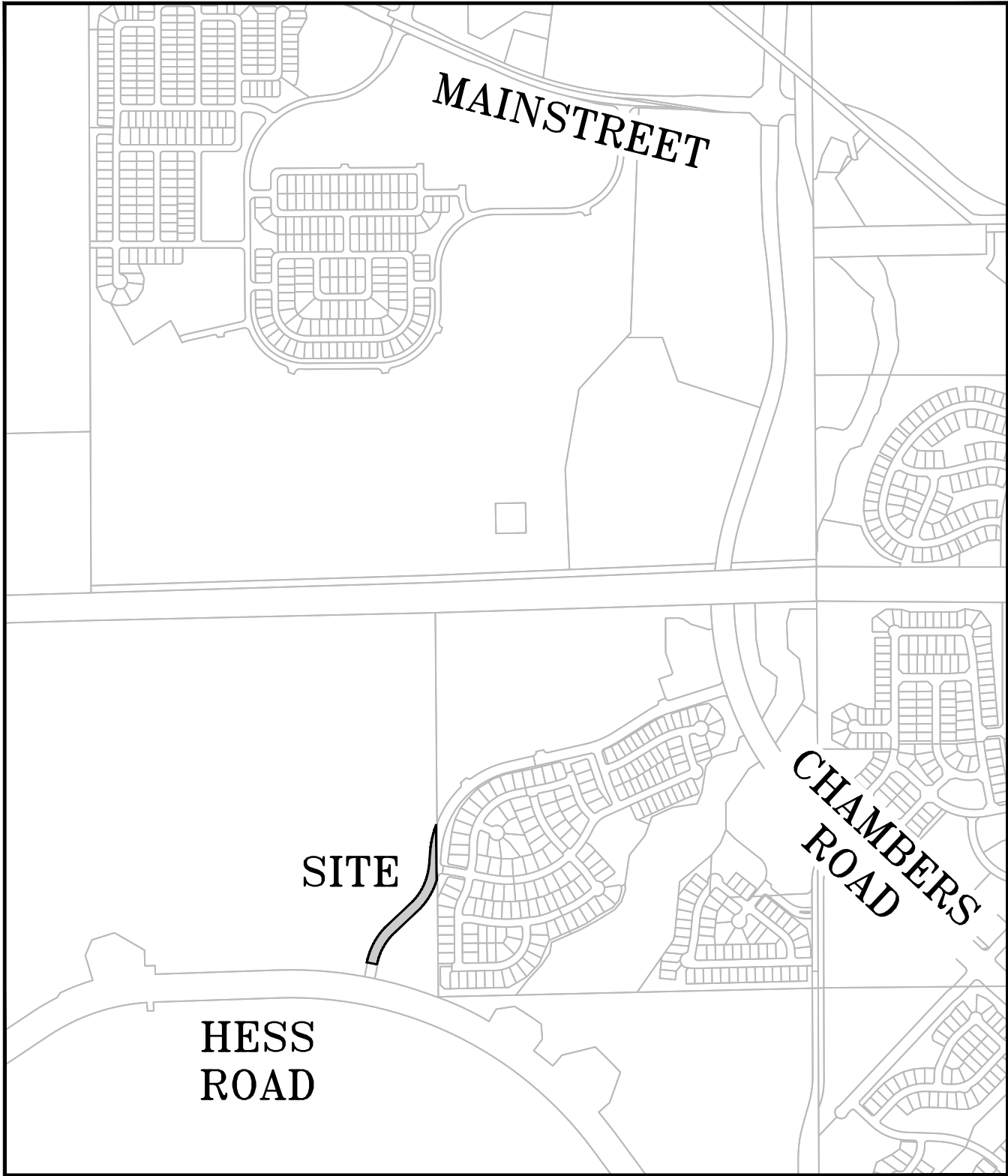
CONTAINING AN AREA OF 1.553 ACRES, (67,668 SQUARE FEET) MORE OR LESS.





# HEIRLOOM PARKWAY – SERIAL 1

ANNEXATION TO THE TOWN OF PARKER  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,  
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF DOUGLAS, STATE OF COLORADO



**VICINITY MAP**  
SCALE 1" = 1000'

## GENERAL NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 00°26'47" WEST, AS SHOWN ON THE RECORDED PLAT OF PARKER HOMESTEAD FILING NO. 2B, AND RECORDED AT RECEPTION NO. 2012081119 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
4. THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
5. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

## OWNER

THE TOWN OF PARKER  
20120 E. MAINSTREET  
PARKER, CO 80138

## CONTIGUITY

TOTAL PERIMETER = 2295.45'  
CONTIGUOUS PERIMETER = 387.92'  
1/6 PERIMETER = 382.58'  
TOTAL AREA = 1.553 ACRES±

## ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST, AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 78°45'09" WEST, A DISTANCE OF 72.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°45'09"EAST;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINES OF SAID HEIRLOOM PARKWAY THE FOLLOWING (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 302.75 FEET;
2. TANGENT TO SAID CURVE NORTH 46°56'20" EAST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 414.00 FEET;
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°04'17", AN ARC LENGTH OF 303.99 FEET;
4. TANGENT TO SAID CURVE NORTH 04°52'03" EAST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 686.00 FEET;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'09", AN ARC LENGTH OF 187.21 FEET TO SAID EASTERLY LINE OF THE NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°26'47" EAST, A DISTANCE OF 387.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.553 ACRES, (67,668 SQUARE FEET) MORE OR LESS.

## SURVEYOR'S CERTIFICATE

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



DEAN E. CATES  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.

## 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 \_\_\_\_\_, 2018 A.D., AT \_\_\_\_\_

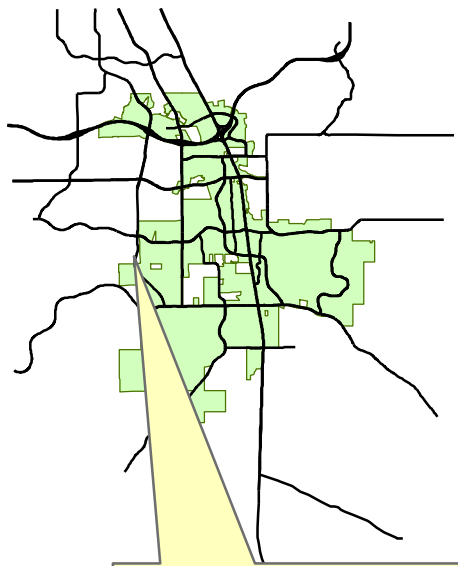
A.M./P.M. AND WAS RECORDED AT \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_

COUNTY CLERK AND RECORDER

| SCALE                                                                                                                                                                           | 1"=100'      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| DATE                                                                                                                                                                            | DEC 12/11/17 |
| REVISION DESCRIPTION                                                                                                                                                            |              |
| BY                                                                                                                                                                              |              |
| DATE                                                                                                                                                                            |              |
| <b>AZTEC</b><br>CONSULTANTS, INC.<br>300 East Mineral Ave., Suite 1<br>Littleton, Colorado 80122<br>Phone: (303) 713-1898<br>Fax: (303) 713-1897<br>www.aztecconsultants.com    |              |
| <b>HEIRLOOM PARKWAY - SERIAL 1</b><br>NW1/4 S30, T6S, R66W, SIXTH PM<br>DOUGLAS COUNTY, COLORADO<br>PREPARED FOR<br>THE TOWN OF PARKER<br>20120 E. MAINSTREET, PARKER, CO 80138 |              |
| SHEET                                                                                                                                                                           | 1            |
| OF                                                                                                                                                                              | 1 SHEETS     |
| JOB NO.                                                                                                                                                                         | 24917-16     |





### Legend

-  Town Boundary
-  Property Boundary

### Narrative:

The Town proposes to annex a portion of Heirloom Parkway Right-of-Way (ROW) between Hess and Chambers Roads.

### Planner:

Carolyn Parkinson  
Hearing Schedules:

### Town Council:

1st reading March 5, 2018  
2nd reading March 19, 2018







## **Request for Town Council Action**

**Date:** February 5, 2018

**Submitted By:** Carolyn Parkinson, Planner I  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-007**  
**A Resolution to Determine that the Heirloom Parkway Serial II Right-of-Way Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 19, 2018**

**Department:** Community Development, Carolyn Parkinson  
**TRAKiT No.** ANX17-005

### **EXECUTIVE SUMMARY**

---

The Town proposes to annex a portion of Heirloom Parkway Right-of-Way (ROW) between Hess and Chambers Roads. The Town has owned and maintained this roadway since it was accepted from the developer in 2016. To meet statutory requirements for contiguity, a serial annexation that is done in two sections is required. Serial II, is a section of Heirloom Parkway beginning at the intersection at Hess Road and extending north for approximately 109 feet. This action, together with Serial I, will allow for annexation of the full length of Heirloom Parkway into the Town.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Heirloom Parkway ROW was acquired by the developer from Parker Water and Sanitation District (PWSO) to serve the Heirloom residential development in 2012. Heirloom Parkway was constructed by the developer and dedicated to the Town in 2016. Staff proposes to annex the roadway into the Town since it is owned and maintained by the Town.

This action is consistent with the Parker 2035 Master Plan because it is located within the Town's Urban Growth Boundary which was amended in 2016 in anticipation of future annexation.

**FINANCIAL IMPACT**

---

None

**STRATEGIC GOAL(S)**

---



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

**ATTACHMENTS**

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1. Resolution No. 18-007
2. Annexation and vicinity map
3. Vicinity Map

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 18-007.



RESOLUTION NO. 18-007, Series of 2018

**TITLE: A RESOLUTION TO DETERMINE THAT THE HEIRLOOM PARKWAY SERIAL II PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR MARCH 19, 2018**

WHEREAS, the Petitioner Town of Parker owns certain real property in Douglas County, which is described on attached **Exhibit A**;

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit A (the "Property"), substantially complies with Colo. Rev. Stat. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on March 19, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (4) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET TO THE POINT OF BEGINNING;
4. TANGENT TO SAID CURVE SOUTH 11°14'51" WEST, A DISTANCE OF 109.12 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HESS ROAD RECORDED AT RECEPTION NO. 2008053065 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°59'03" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'24", AN ARC LENGTH OF 72.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE NON-TANGENT TO SAID CURVE NORTH 11°14'51" EAST, A DISTANCE OF 109.12 FEET;

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 78°45'09" EAST, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

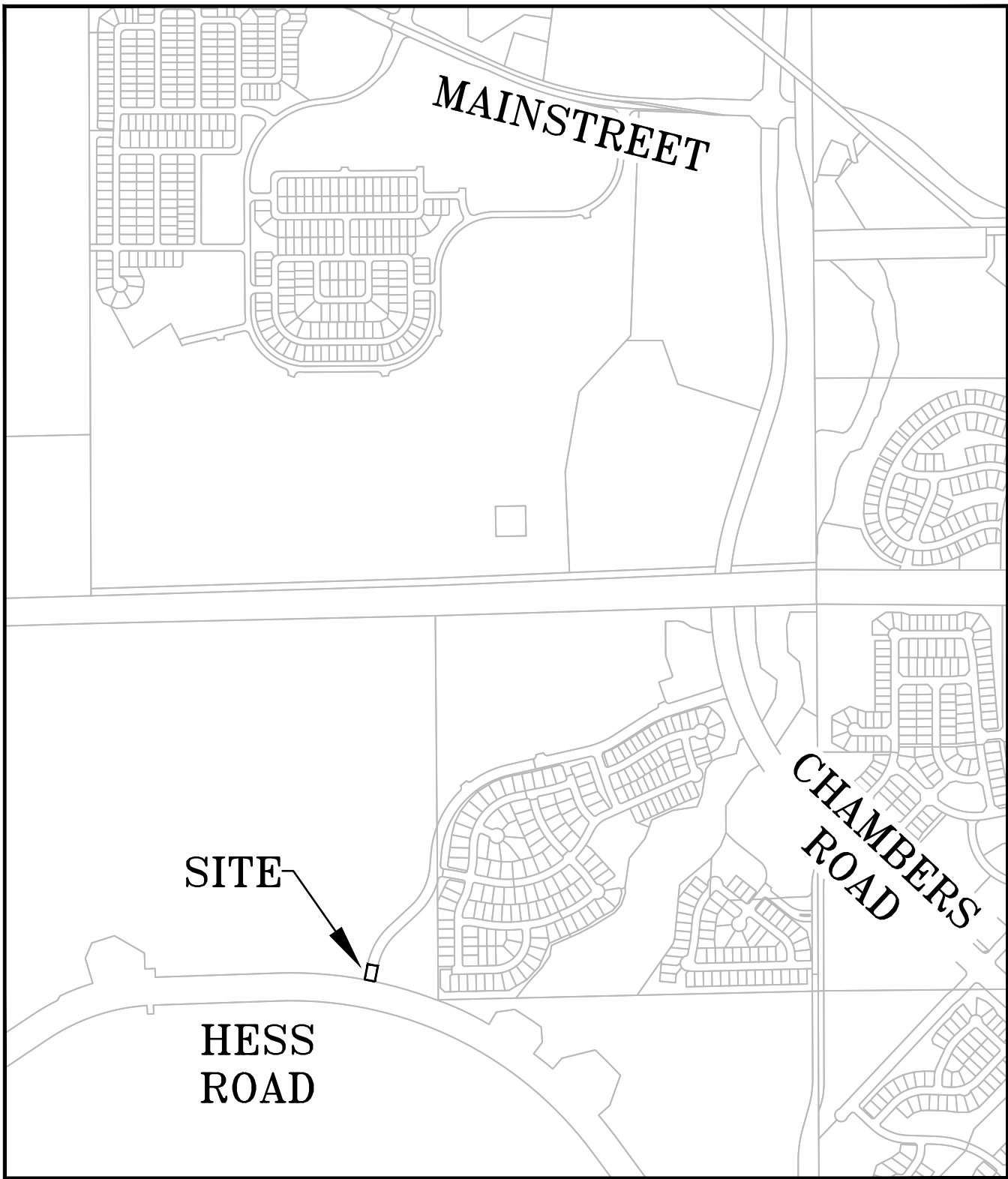
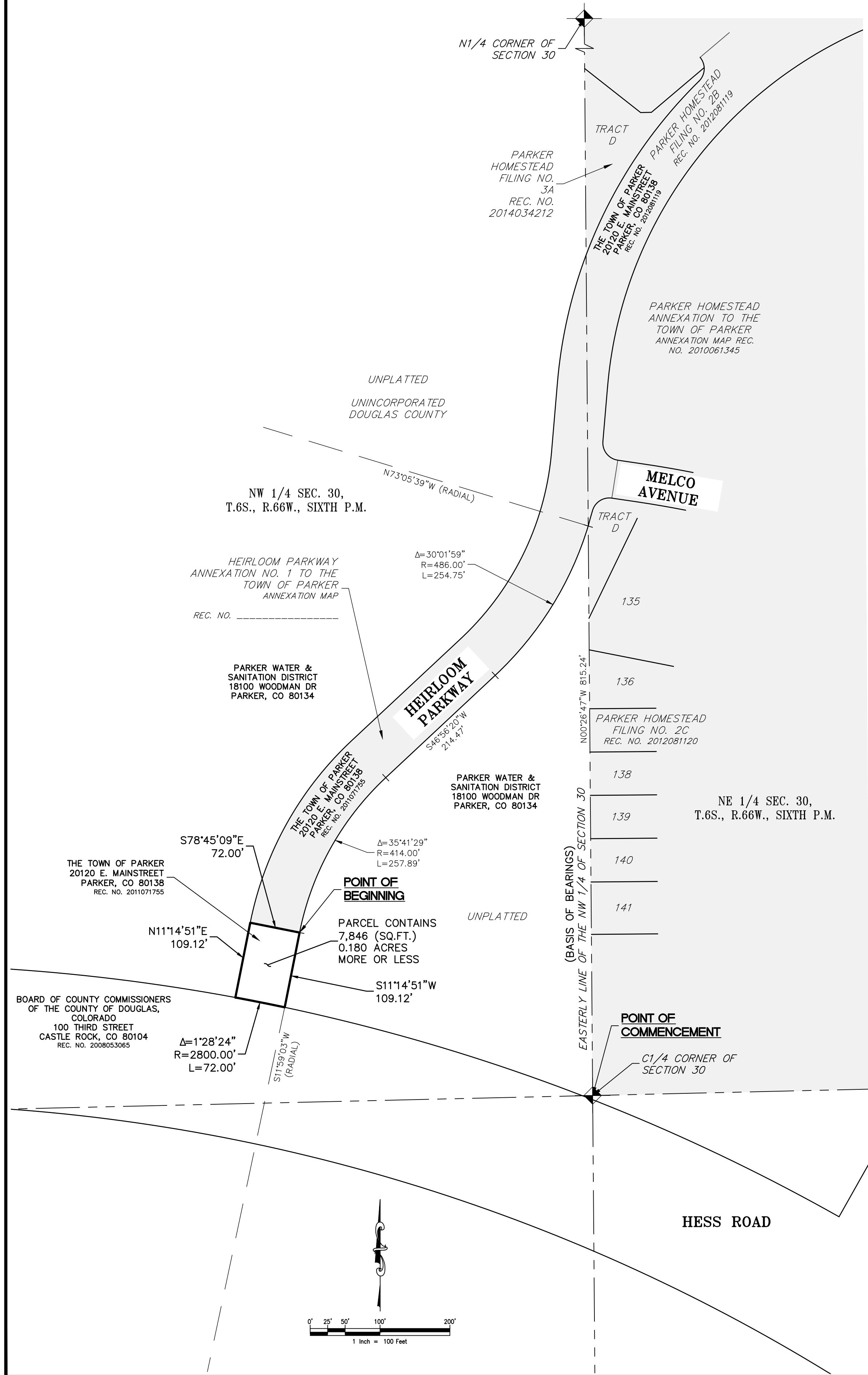
CONTAINING AN AREA OF 0.180 ACRES, (7,846 SQUARE FEET), MORE OR LESS.

HEIRLOOM PARKWAY – SERIAL 2

ANNEXATION TO THE TOWN OF PARKER  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,  
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGEND

- SECTION CORNER AS NOTED  
ANNEXATION BOUNDARY  
ADJACENT TOWN OF PARKER ANNEXATION  
LOT OR PARCEL LINE  
ROW LINE  
SECTION LINE



VICINITY MAP

SCALE 1" = 1000'

GENERAL NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 00°26'47" WEST, AS SHOWN ON THE RECORDED PLAT OF PARKER HOMESTEAD FILING NO. 2B, AND RECORDED AT RECEPTION NO. 2012081119 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
4. THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
5. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

OWNER

THE TOWN OF PARKER  
20120 E. MAINSTREET  
PARKER, CO 80138

CONTIGUITY

TOTAL PERIMETER = 362.24'  
CONTIGUOUS PERIMETER = 72.00'  
1/6 PERIMETER = 60.37'  
TOTAL AREA = 0.180 ACRES±

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (4) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET TO THE POINT OF BEGINNING;
4. TANGENT TO SAID CURVE SOUTH 11°14'51" WEST, A DISTANCE OF 109.12 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HESS ROAD RECORDED AT RECEPTION NO. 2008053065 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°59'03" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'24", AN ARC LENGTH OF 72.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NON-TANGENT TO SAID CURVE NORTH 11°14'51" EAST, A DISTANCE OF 109.12 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 78°45'09" EAST, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.180 ACRES, (7,846 SQUARE FEET), MORE OR LESS.

SURVEYOR'S CERTIFICATE

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



DEAN E. CATES  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
COUNTY OF DOUGLAS )

I HEREBY CERTIFY THAT THIS MAP WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D., AT \_\_\_\_\_

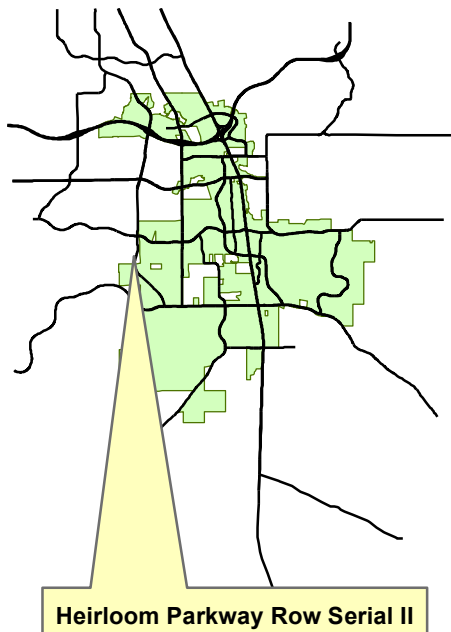
A.M./P.M. AND WAS RECORDED AT \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_

COUNTY CLERK AND RECORDER

|                                                                                                                                                                          |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| SCALE<br>1"=100'                                                                                                                                                         | DATE<br>12/11/17                              |
| REVISION DESCRIPTION                                                                                                                                                     | BY                                            |
| DATE                                                                                                                                                                     | DATE                                          |
| AZTEC CONSULTANTS, INC.<br>300 East Mineral Ave., Suite 1<br>Littleton, Colorado 80122<br>Phone: (303) 713-1898<br>Fax: (303) 713-1897<br>www.aztecconsultants.com       |                                               |
| HEIRLOOM PARKWAY - SERIAL 2<br>NW1/4 S30, T6S, R66W, SIXTH PM<br>DOUGLAS COUNTY, COLORADO<br>PREPARED FOR<br>THE TOWN OF PARKER<br>20120 E. MAINSTREET, PARKER, CO 80138 | SHEET<br>1<br>OF 1 SHEETS<br>JOB NO. 24917-16 |





### Legend

-  Town Boundary
-  Property Boundary

**Narrative:**  
The Town proposes to annex a portion of Heirloom Parkway Right-of-Way (ROW) between Hess and Chambers Roads.

**Planner:**  
Carolyn Parkinson  
**Hearing Schedules:**

**Town Council:**  
1st reading March 5, 2018  
2nd reading March 19, 2018







## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Carolyn Parkinson, Planner I  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-008**  
**A Resolution to Determine that the Village Center Drive Right-of-Way Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 19, 2018**

**Department:** Community Development, Carolyn Parkinson  
**TRAKiT No.** ANX17-006

### EXECUTIVE SUMMARY

---

The Town proposes to annex the Village Center Drive Right-of-Way (ROW) located south of Lincoln Avenue and east of Jordan Road. The majority of the commercial parcels that take access from Village Center Drive are located within the Town's incorporated boundary. The Town accepted the ownership of this ROW from Douglas County in December 2017 and is responsible for maintenance.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

Village Center Drive was constructed in the mid-1990's as part of the Stonegate mixed-use development in unincorporated Douglas County. During the early 2000's, the Town annexed three (3) of the four (4) commercial parcels that utilize Village Center Drive for access. The Town did not annex the roadway at that time.

Douglas County has had a long-standing request that Parker accept ownership and assume maintenance responsibility for Village Center Drive because most parcels that access the roadway are located within the Town's incorporated boundary. Staff requested repairs to the roadway as a condition of the Town accepting ownership and maintenance responsibility for it. In 2016, the County repaved Village Center Drive and completed the requested repairs. The

Town subsequently accepted ownership of the roadway from the County in December, 2017.

This proposal meets the statutory requirements for annexation into Parker and is consistent with the Parker 2035 Master Plan because it is located within the Town's Urban Growth Boundary.

### **FINANCIAL IMPACT**

---

None

### **STRATEGIC GOAL(S)**

---



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

### **ATTACHMENTS**

---

1. Resolution No. 18-008
2. Annexation and vicinity map
3. Vicinity map

### **RECOMMENDED MOTION**

---

I move to approve Resolution No. 18-008.

RESOLUTION NO. 18-008, Series of 2018

**TITLE: A RESOLUTION TO DETERMINE THAT THE VILLAGE CENTER DRIVE PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR MARCH 19, 2018**

WHEREAS, the Petitioner Town of Parker owns certain real property in Douglas County, which is described on attached **Exhibit A**;

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit A (the "Property"), substantially complies with Colo. Rev. Stat. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on March 19, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk



## **EXHIBIT A**

A PARCEL OF LAND BEING ALL OF VILLAGE CENTER DRIVE, STONEGATE FILING NO. 17, RECORDED AT RECEPTION NO. 9517106 AND STONEGATE FILING NO. 19, RECORDED AT RECEPTION NO. 9537419, BOTH IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER SOUTH 01°42'36" EAST, A DISTANCE OF 1587.19 FEET;

THENCE NORTH 88°17'24" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID VILLAGE CENTER DRIVE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE RIGHT-OF-WAY LINES OF SAID VILLAGE CENTER DRIVE THE FOLLOWING (18) COURSES:

1. NORTH 01°42'36" WEST, A DISTANCE OF 161.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
2. THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°38'14", AN ARC LENGTH OF 86.95 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET;
3. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'01", AN ARC LENGTH OF 58.20 FEET;
4. THENCE TANGENT TO SAID CURVE NORTH 66°18'09" EAST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 330.00 FEET;
5. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 85.43 FEET;
6. THENCE TANGENT TO SAID CURVE NORTH 81°08'05" EAST, A DISTANCE OF 39.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET;
7. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 316.41 FEET;
8. THENCE TANGENT TO SAID CURVE NORTH 11°49'59" WEST, A DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;
9. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET TO THE SOUTHERLY LINE OF TRACT B SAID STONEGATE FILING NO. 19;
10. THENCE NON-TANGENT TO SAID CURVE ALONG SAID SOUTHERLY LINE NORTH 78°10'01" EAST, A DISTANCE OF 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

11. THENCE DEPARTING SAID SOUTHERLY LINE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET;
12. THENCE TANGENT TO SAID CURVE SOUTH 11°49'59" EAST, A DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 255.00 FEET;
13. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 413.76 FEET;
14. THENCE TANGENT TO SAID CURVE SOUTH 81°08'05" WEST, A DISTANCE OF 39.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 270.00 FEET;
15. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 69.90 FEET;
16. THENCE TANGENT TO SAID CURVE SOUTH 66°18'09" WEST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET;
17. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'32", AN ARC LENGTH OF 94.60 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
18. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°26'17", AN ARC LENGTH OF 73.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.241 ACRES, (54,059 SQUARE FEET), MORE OR LESS.



# VILLAGE CENTER DRIVE

ANNEXATION TO THE TOWN OF PARKER

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF DOUGLAS, STATE OF COLORADO

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF VILLAGE CENTER DRIVE, STONEGATE FILING NO. 17, RECORDED AT RECEPTION NO. 9517106 AND STONEGATE FILING NO. 19, RECORDED AT RECEPTION NO. 9537419, BOTH IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER SOUTH 01°42'36" EAST, A DISTANCE OF 1587.19 FEET;

THENCE NORTH 88°17'24" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID VILLAGE CENTER DRIVE AND THE POINT OF BEGINNING;

THENCE ALONG THE RIGHT-OF-WAY LINES OF SAID VILLAGE CENTER DRIVE THE FOLLOWING (18) COURSES:

1. NORTH 01°42'36" WEST, A DISTANCE OF 161.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
2. THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°38'14", AN ARC LENGTH OF 86.95 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET;
3. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'01", AN ARC LENGTH OF 58.20 FEET;
4. THENCE TANGENT TO SAID CURVE NORTH 66°18'09" EAST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 330.00 FEET;
5. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 85.43 FEET;
6. THENCE TANGENT TO SAID CURVE NORTH 81°08'05" EAST, A DISTANCE OF 39.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET;
7. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 316.41 FEET;
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9. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET TO THE SOUTHERLY LINE OF TRACT B SAID STONEGATE FILING NO. 19;
10. THENCE NON-TANGENT TO SAID CURVE ALONG SAID SOUTHERLY LINE NORTH 78°10'01" EAST, A DISTANCE OF 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
11. THENCE DEPARTING SAID SOUTHERLY LINE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET;
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13. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 413.76 FEET;
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15. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 69.90 FEET;
16. THENCE TANGENT TO SAID CURVE SOUTH 66°18'09" WEST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET;
17. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'32", AN ARC LENGTH OF 94.60 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
18. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°26'17", AN ARC LENGTH OF 73.69 FEET TO THE POINT OF BEGINNING.

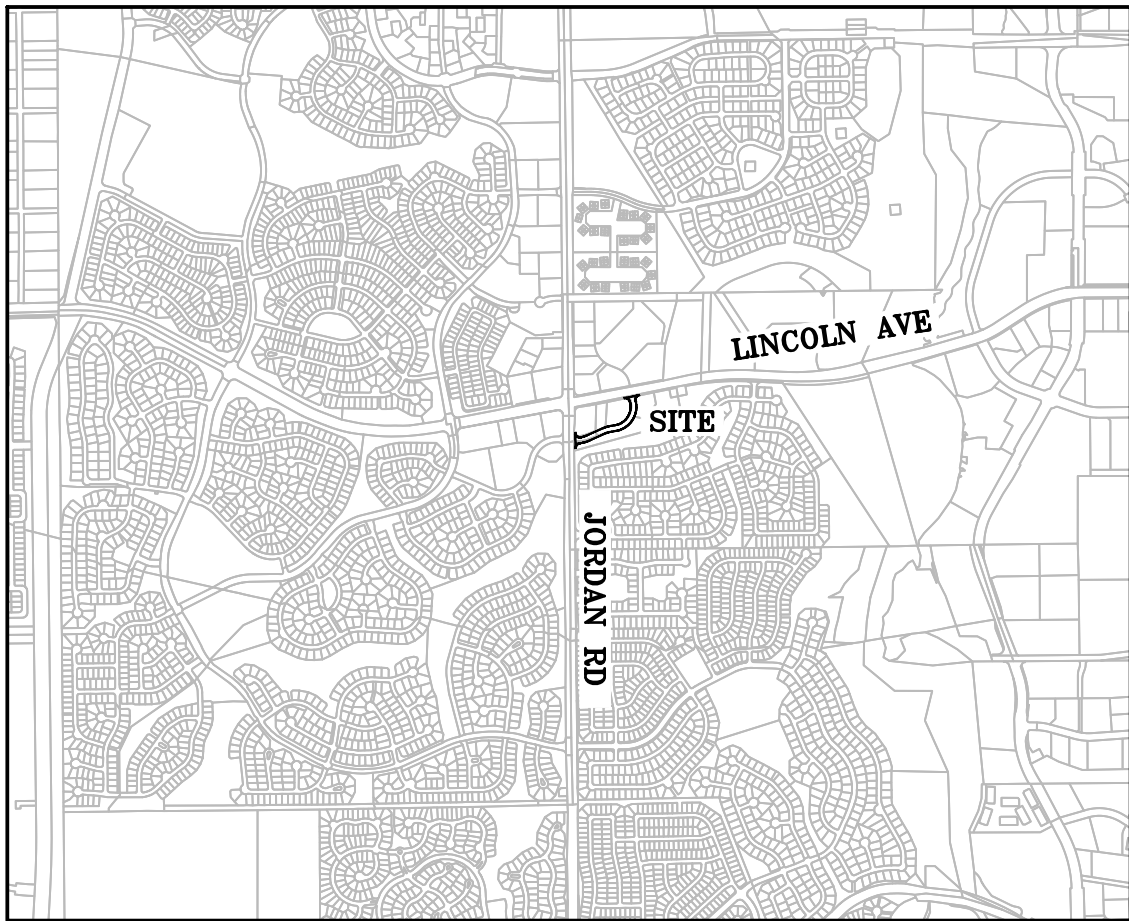
CONTAINING AN AREA OF 1.241 ACRES, (54,059 SQUARE FEET), MORE OR LESS.

## NOTES

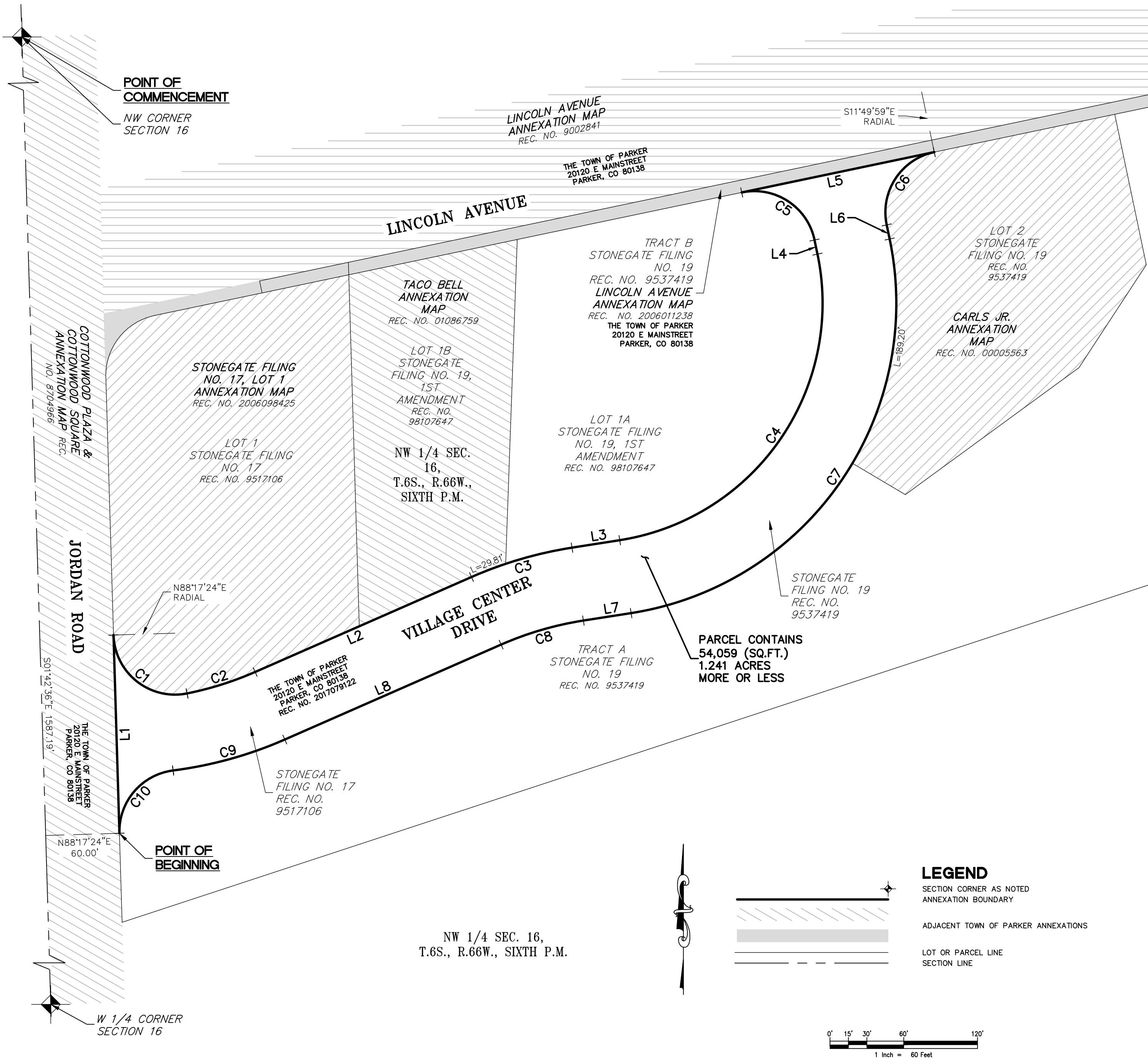
1. BASIS OF BEARINGS  
BEARINGS ARE BASED UPON THE RECORDED PLAT OF STONEGATE FILING NO. 17 WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING SOUTH 01°42'36" EAST.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | N01°42'36"W | 161.32' |
| L2         | N66°18'09"E | 192.14' |
| L3         | N81°08'05"E | 39.29'  |
| L4         | N11°49'59"W | 11.72'  |
| L5         | N78°10'01"E | 160.00' |
| L6         | S11°49'59"E | 11.72'  |
| L7         | S81°08'05"W | 39.29'  |
| L8         | S66°18'09"W | 192.14' |

| CURVE TABLE |           |         |         |
|-------------|-----------|---------|---------|
| CURVE       | DELTA     | RADIUS  | LENGTH  |
| C1          | 99°38'14" | 50.00'  | 86.95'  |
| C2          | 12°21'01" | 270.00' | 58.20'  |
| C3          | 14°49'56" | 330.00' | 85.43'  |
| C4          | 92°58'04" | 195.00' | 316.41' |
| C5          | 90°00'00" | 50.00'  | 78.54'  |
| C6          | 90°00'00" | 50.00'  | 78.54'  |
| C7          | 92°58'04" | 255.00' | 413.76' |
| C8          | 14°49'56" | 270.00' | 69.90'  |
| C9          | 16°25'32" | 330.00' | 94.60'  |
| C10         | 84°26'17" | 50.00'  | 73.69'  |



VICINITY MAP  
SCALE: 1" = 2000'



## OWNER

THE TOWN OF PARKER  
20120 E. MAINSTREET  
PARKER, CO 80138

## CONTIGUITY

TOTAL PERIMETER = 2,163.64'  
CONTIGUOUS PERIMETER = 967.88'  
1/6 PERIMETER = 360.61'  
TOTAL AREA = 1.241 ACRES±

## ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR, TOWN OF PARKER

\_\_\_\_\_  
ATTEST: TOWN CLERK

## SURVEYOR'S CERTIFICATE

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



DEAN E. CATES  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.

NOTICE:  
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
SECTION CORNER AS NOTED ) SS  
COUNTY OF DOUGLAS )

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D., AT \_\_\_\_\_

A.M./P.M. AND WAS RECORDED AT \_\_\_\_\_

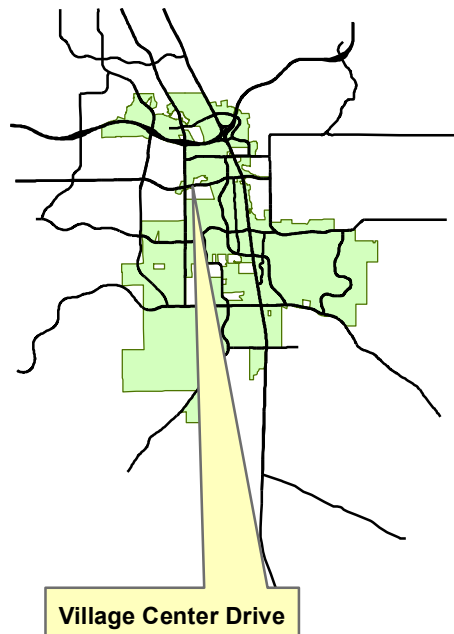
RECEPTION NO. \_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK AND RECORDER

|                                                                                                                                                                       |             |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------|
| SCALE<br>1"=60'                                                                                                                                                       | TOWN<br>DEC | DATE<br>12/04/17 |
| REVISION DESCRIPTION                                                                                                                                                  |             |                  |
| BY                                                                                                                                                                    |             |                  |
| DATE                                                                                                                                                                  |             |                  |
| VILLAGE CENTER DRIVE<br>ANNEXATION TO THE TOWN OF PARKER<br>DOUGLAS COUNTY, COLORADO<br>PREPARED FOR<br>THE TOWN OF PARKER<br>20120 EAST MAINSTREET, PARKER, CO 80138 |             |                  |
| AZTEC<br>CONSULTANTS, INC.<br>300 East Mineral Ave., Suite 1<br>Littleton, Colorado 80122<br>Phone: (303) 713-1898<br>Fax: (303) 713-1897<br>www.aztecconsultants.com |             |                  |
| SHEET<br>1<br>OF 1 SHEETS<br>24917-19<br>JOB NO.                                                                                                                      |             |                  |



**Village Center Drive**  
Annexation  
Case No ANX17-006



**Legend**

-  Town Boundary
-  Property Boundary

**Narrative:**  
The Town proposes to annex Village Center Drive Right-of-Way (ROW) located south of Lincoln Avenue and east of Jordan Road.

**Planner:**  
Carolyn Parkinson  
**Hearing Schedules:**

**Town Council:**  
1st reading March 5, 2018  
2nd reading March 19, 2018







## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Jim Maloney, Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-010**  
**A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson**

**Department:** Town Council

### EXECUTIVE SUMMARY

---

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

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

Section 5.08.050 of the Parker Municipal Code provides that the term of Authority members is two years and alternates is one year. The term of two members of the Authority and the term of the two alternates ended on December 31, 2017. Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint a Chairperson and Vice Chairperson. The purpose of this resolution is to appoint two regular members, two alternates, a Chairperson and a Vice Chairperson.

### FINANCIAL IMPACT

---

None.

### STRATEGIC GOAL(S)

---



### ATTACHMENTS

---

1. Resolution No. 18-010

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 18-010, as part of the consent agenda.



RESOLUTION NO. 18-010, Series of 2018

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

WHEREAS, the terms of two (2) members of the Authority expired on December 31, 2017;

WHEREAS, the terms of the two (2) alternates of the Authority expired on December 31, 2017;

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby appoints two (2) members to the Authority for the term ending December 31, 2019, and appoints two (2) alternates to the Authority for the term ending December 31, 2018, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Dave Usechek as the Chairperson for the Authority.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

## **EXHIBIT A**

1. Appointment of three (3) regular Special Licensing Authority members for a term up to and including December 31, 2018.

- a. Dave Usechek
- b. David Lettkeman
- c. Kelli Narde

2. Appointment of two (2) regular Special Licensing Authority members for a term up to and including December 31, 2019.

- a. Mike Appleby
- b. Alyssa R. Kuenning

3. Appointment of two (2) alternate Special Licensing Authority members for a term up to and including December 31, 2018.

- a. Stephen Conner
- b. David Chung



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Jim Maloney, Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-011**  
**A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 6, 2018**

**Department:** Town Attorney, Jim Maloney

### EXECUTIVE SUMMARY

---

The coordinated election is scheduled for November 6, 2018. Pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

The Town's regular election is scheduled for November 6, 2018. If the Town desires to coordinate its election with Douglas County, the Town is required to provide notice to Douglas County in the manner provided by the Uniform Election Code. Adoption of this Resolution will establish the Town's intent to participate in a coordinated election with Douglas County, on November 6, 2018.

### FINANCIAL IMPACT

---

The Town Clerk has budgeted the funds for 2018 election.

### STRATEGIC GOAL(S)

---



### ATTACHMENTS

---

1. Resolution No. 18-011

### RECOMMENDED MOTION

---

I move to approve Resolution No. 18-011, as part of the consent agenda.

RESOLUTION NO. 18-011, Series of 2018

**TITLE: A RESOLUTION STATING THE TOWN'S INTENT TO PARTICIPATE  
IN THE DOUGLAS COUNTY COORDINATED ELECTION ON  
NOVEMBER 6, 2018**

WHEREAS, Douglas County is conducting a coordinated election on November 6, 2018;

WHEREAS, the Town is holding a regular election on November 6, 2018;

WHEREAS, pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election; and

WHEREAS, the Town desires to participate in the Douglas County coordinated election.

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

Section 1. The Town of Parker's November 6, 2018, regular election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to C.R.S. § 1-1-111(2), all powers and authority granted to the Town Council may be exercised by the designated election official.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk





## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Alex Mestdagh, Engineering Service Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-012**  
**A Resolution Accepting the Conveyance of a Public Sidewalk Easement From CBH Properties South Parker, LLC, for a Portion of Lot 7, Reata West Filing No. 1, 3rd Amendment**

**Department:** Engineering, Alex Mestdagh  
**Trakit No.:** SP17-074

### EXECUTIVE SUMMARY

---

This item accompanies a resolution accepting conveyance of a public sidewalk easement to cover sidewalk improvements proposed with the Site Plan for Lot 7, Reata West Filing No. 1, 3rd Amendment.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

The Town requires that all sidewalk facilities adjacent to public rights-of-way be accessible to the public. When such sidewalks are proposed to be located outside of right-of-way and on private property, a public sidewalk easement is required to be dedicated over the sidewalk. This ensures that the sidewalk remains open to the public, and preserves the Town's ability to maintain or operate the sidewalk should the property owner fail to do so.

The Engineering Department has reviewed and approved the construction drawings associated with an approved Site Plan for Lot 7, Reata West Filing No. 1, 3rd Amendment. In order to match the location of the existing sidewalk to the north, this project proposes to construct the sidewalk adjacent to Parker Road. This proposed sidewalk is outside of the public right-of-way which prompts the need for the public sidewalk easement. Since the property will not be platted with this Site Plan, the easement must be dedicated via separate instrument.

## **FINANCIAL IMPACT**

---

In accordance with Town Code, the adjacent property owner is responsible for the maintenance of the proposed sidewalk.

## **STRATEGIC GOAL(S)**

---



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



SUPPORT AN  
ACTIVE COMMUNITY

## **ATTACHMENTS**

---

1. Vicinity Map
2. Resolution 18-012

## **RECOMMENDED MOTION**

---

I move to approve Resolution No. 18-012.

# Reata West Public Sidewalk Easement Vicinity Map



Stroh Road

Parker Road

Reata West  
(Under Development)

Proposed Sidewalk  
Easement  
(To Be Accepted)



RESOLUTION NO. 18-012, Series of 2018

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK EASEMENT FROM CBH PROPERTIES SOUTH PARKER, LLC, FOR A PORTION OF LOT 7, REATA WEST FILING NO. 1, 3<sup>RD</sup> AMENDMENT**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from CBH Properties South Parker, LLC, for a portion of Lot 7, Reata West Filing No. 1, 3<sup>rd</sup> Amendment;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from CBH Properties South Parker, LLC, for a portion of Lot 7, Reata West Filing No. 1, 3<sup>rd</sup> Amendment, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk



## EXHIBIT 1

### PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this 21<sup>st</sup> day of December, 2017, between CBH Properties South Parker, LLC, a Colorado limited liability company (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

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

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk Easement, and the Grantor covenants and agrees that, except for any utility lines currently installed, or to be installed in the future, within the easement granted to the Intermountain Rural Electric Association, a Colorado corporation, by that certain General Easement (Underground Access) recorded January 26, 2017, at Reception No. 2017006063, no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

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

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

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



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

Executed and delivered the day and year first above written.

**GRANTOR: CBH PROPERTIES SOUTH PARKER, LLC, a Colorado limited liability company**

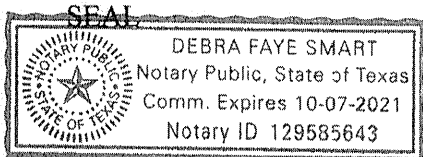
By:

Mark A. Carr, President  
[Print name and title on line↑]

STATE OF TEXAS       )  
                                  )ss.  
COUNTY OF HARRIS   )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2017, by Mark A. Carr, as President of CBH Properties South Parker, LLC, a Colorado limited liability company.

My commission expires: 10-7-2021.



Debra Faye Smart  
Notary Public

**TOWN OF PARKER, COLORADO**

By:

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

## EXHIBIT A



EMK CONSULTANTS, INC.  
ENGINEERING & SURVEYING

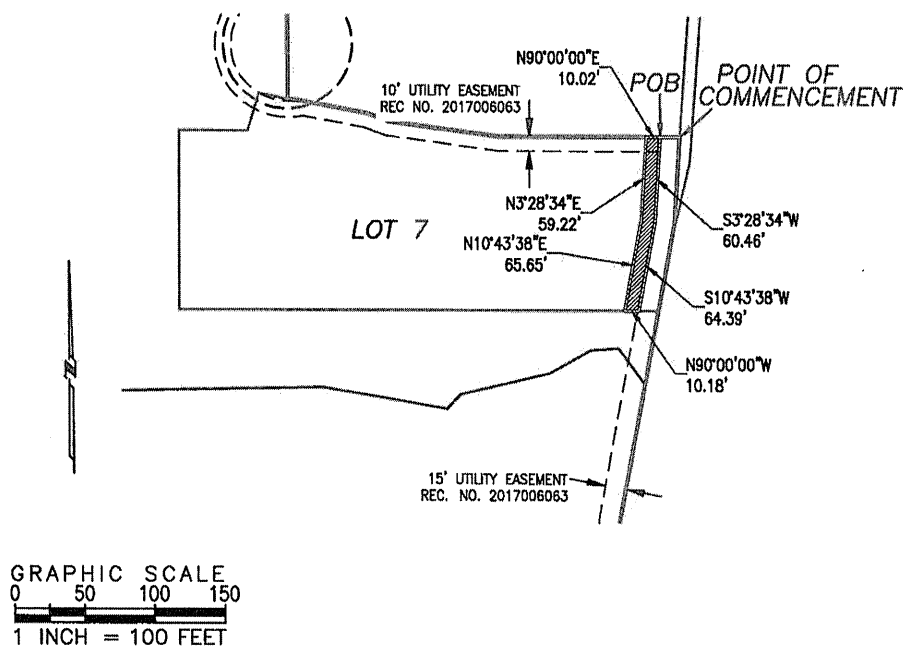
LAND DEVELOPMENT  
SERVICES AND SOLUTIONS  
www.EMKC.com

7006 SOUTH ALTON WAY, BLDG. F

CENTENNIAL, COLORADO 80112-2019

(303)894-1520

## LEGAL DESCRIPTION



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



Stephen H. Harding  
sharding@emkc.com  
2017.12.07 15:55:02-07'00'

DRAWN BY: DLB APPROVED BY: SHH JOB NO: 13024.00 DATE: 12/07/2017 PAGE 1 OF 1

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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. THIS DRAWING DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ACCOMPANYING LEGAL DESCRIPTION.



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Jim Maloney, Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-017**  
**A Resolution to Appoint an Assistant Judge for the Parker Municipal Court**

**Department:** Town Attorney, Jim Maloney

### EXECUTIVE SUMMARY

---

The Parker Municipal Code requires that assistant judges for the municipal court be approved by Town Council.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

The Town Council may appoint assistant judges as may be necessary to act in the case of temporary absence, sickness, disqualification or other inability of the presiding Municipal Court Judge to act. Judge Sidel, the presiding judge, recommends that the Town Council appoint Steve Brown, a local attorney with an office on Mainstreet, to serve as an assistant judge for the Parker Municipal Court in the case of temporary absence, sickness, disqualification or other inability of the Judge Sidel to act. The compensation for the assistant Municipal Court Judge would be Seventy-Five Dollars (\$75.00) per hour.

### FINANCIAL IMPACT

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The assistant judge would be paid Seventy-Five Dollars (\$75.00) per hour.

### STRATEGIC GOAL(S)

---



### ATTACHMENTS

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1. Resolution No. 18-017

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 18-017, as part of the consent agenda.

RESOLUTION NO. 18-017, Series of 2018

**TITLE: A RESOLUTION TO APPOINT AN ASSISTANT JUDGE FOR THE PARKER MUNICIPAL COURT**

WHEREAS, the Town Council may appoint assistant judges as may be necessary to act in the case of temporary absence, sickness, disqualification or other inability of the presiding Municipal Court Judge to act; and

WHEREAS, the Town Council desires to appoint an assistant judge for the Parker Municipal Court.

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

Section 1. The Town Council hereby appoints Steve Brown as the assistant Municipal Court Judge for the Parker Municipal Court to serve in the case of temporary absence, sickness, disqualification or other inability of the presiding Municipal Court Judge to act.

Section 2. The compensation for the assistant Municipal Court Judge shall be Seventy-Five Dollars (\$75.00) per hour to serve in the case of temporary absence, sickness, disqualification or other inability of the presiding Municipal Court Judge to act.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk





## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** David King, Chief  
Traci Gorman, Procurement Officer

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **Interview Room Cameras and Fleet Vehicle Cameras for the Police Department**

**Amount:** \$467,984.25

**Contractor:** Axon Enterprise, Inc.

**Department:** Police, David King

### EXECUTIVE SUMMARY

---

The Police Department has requested that they be permitted to purchase cameras, software, installation, and ongoing maintenance for the interview rooms located at the Police Department and Fleet Service cameras, software, installation, and ongoing maintenance for the Police Department vehicles as replacement for the current system based on the National Intergovernmental Purchasing Alliance (NIPA) contract #151089 issued through the City of Tucson.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

The Police Department has acquired Body Cameras worn by the officers through Axon Enterprise, Inc., as well as Tasers in the past. By converting our current interview room system and Fleet camera system to Axon, this will allow the Police Department to maintain continuity of equipment, maintenance, and service through one vendor and will allow for the capture of information in one repository system for ease of access.

### FINANCIAL IMPACT

---

The funding of the Fleet Services Cameras for the Police Vehicles was approved through the Forfeiture Board and was approved as part of the 2017 budget.

Funding for the Interview Rooms was approved as part of the 2017 budget.

The assumption is that the funding for these items will be carried over into the 2018 budget.

**STRATEGIC GOAL(S)**

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

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None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Jim Gilbert, Fleet/Facilities Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **Replacement and Additional Vehicles - Spradley Barr**

**Amount:** **\$189,012.00**

**Contractor:** **Spradley Barr Greeley**

**Department:** **Engineering and Public Works, Jim Gilbert**

### EXECUTIVE SUMMARY

---

The Fleet Division is requesting the purchase of six (6) units from Spradley Barr Ford Dealership. Four (4) of the units are replacement vehicles and two (2) are additions to the fleet. These units allow the operational departments to provide services to the public. The pricing of these units was competitively bid based on a cooperative award through the Multiple Assembly of Procurement Officials.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

Following is a detailed list of vehicles being purchased along with the amount for each unit.

| Unit | Department               | Division       | Description     | Cost     |
|------|--------------------------|----------------|-----------------|----------|
| 1    | Public Works/Engineering | Engineering    | Ford F150       | \$26,592 |
| 2    | Police                   | Patrol         | Ford Fusion     | \$23,686 |
| 3    | Police                   | Patrol         | Ford Expedition | \$38,927 |
| 4    | Police                   | Investigations | Ford F250       | \$29,744 |
| 5    | Police                   | Investigations | Ford Fusion     | \$23,686 |
| 6    | Police                   | Investigations | Ford Expedition | \$46,377 |

## **FINANCIAL IMPACT**

---

Four (4) of the six (6) units are replacement vehicles and should not impact the existing maintenance budget. The two (2) new additions to the fleet will have an annual financial impact to the internal service budget. This impact is expected to be approximately \$2,200 per unit for the first year and then increase annually based on a 3% index. All six (6) units were approved through the 2018 budget submittal process.

## **STRATEGIC GOAL(S)**

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY

## **ATTACHMENTS**

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None

## **RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** February 5, 2018  
**Submitted By:** Jim Gilbert, Fleet/Facilities Manager  
**Reviewed By:** Michelle Kivela, Town Administrator  
**Title:** Fleet Replacement - Loader

**Amount:** \$136,744.00  
**Contractor:** Power Equipment Company  
**Department:** Engineering and Public Works, Jim Gilbert

### EXECUTIVE SUMMARY

---

Fleet is requesting the approval to purchase a replacement loader as part of the 2018 scheduled replacement. This unit is being purchased through a cooperative bid by the Colorado Department of Transportation. The unit being replaced will be traded at a value of \$46,000 thus reducing the cost of the new unit to \$136,774.00. This unit will be operated by the Streets Division.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

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None.

### FINANCIAL IMPACT

---

These expenses were included in the replacement and capital budget submittal for 2018. No further impact to the budget is anticipated.

### STRATEGIC GOAL(S)

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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:** February 5, 2018  
**Submitted By:** Jim Gilbert, Fleet/Facilities Manager  
**Reviewed By:** Michelle Kivela, Town Administrator  
**Title:** Upfit of Fleet Replacement Equipment

**Amount:** \$142,765.80  
**Contractor:** L.A.W.S  
**Department:** Engineering and Public Works, Jim Gilbert

### EXECUTIVE SUMMARY

---

Fleet replacement vehicles for 2018 require substantial upfit of equipment and placement of Town logos to make them ready for operation. The Town contracts the upfit of the vehicles through a Arapahoe County cooperative bid solution to LAWS. This is an effective method to prepare these vehicles for operational status.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

---

This contract provides funding to upfit 15 units in 2018. These include units for Engineering (1), Police Department (10), Stormwater (1), and Streets (3). The upfit ranges from application of Town Logos to complete outfit of lighting and emergency response systems for patrol vehicles. The contracted total includes an ongoing item for additional repairs using the Fleet Maintenance budget. This line is based on previous year's costs for similar service. A detailed listing by unit number is included in the attached documentation.

### FINANCIAL IMPACT

---

These expenses were included in the replacement and capital budget submittal for 2018. No further impact to the budget is anticipated.

### STRATEGIC GOAL(S)

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



*Your kind of place.*

## PROCLAMATION

**WHEREAS**, Catholic education has demonstrated its ability to contribute to the national welfare throughout America's history by raising national levels of knowledge, competence and experience; and

**WHEREAS**, the commitment of Catholic schools to teach Christian values and adhere to sound academic standards and teaching by providing a complete educational program involving students, teachers and family; and

**WHEREAS**, Ave Maria Catholic School in Parker, Colorado provides quality education in the Catholic tradition that emphasizes the formation of moral values and commitment to community service; and

**WHEREAS**, the Catholic Church and Ave Maria Catholic School strive to instill in each child a desire for learning and a love and appreciation for God's creation which will strengthen the community and the nation by keeping viable the right to freedom of religion under law;

**NOW, THEREFORE**, I, Mike Waid, Mayor of the Town of Parker, Colorado, do hereby proclaim January 28, 2018 through February 3, 2018, as

### NATIONAL CATHOLIC SCHOOLS WEEK

in Parker, Colorado, and urge all citizens to take cognizance of this event and participate fittingly in its observance.

In witness thereof, I have hereunto set my hand this 30<sup>th</sup> day of January, 2018.

---

Mike Waid, Mayor

ATTEST:

---

Carol Baumgartner, Town Clerk



## **Request for Town Council Action**

**Date:** February 5, 2018

**Submitted By:** Paul Workman, Senior Planner  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **KIME RANCH ANNEXATION**

|                    |                                                                                                                      |
|--------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>Applicant:</b>  | <b>Shannon Robbins, Brookfield Residential</b>                                                                       |
| <b>Location:</b>   | <b>Generally Located at the Northwest of the Sunset Ridge Neighborhood in the Vicinity of Crestone Needles Drive</b> |
| <b>Department:</b> | <b>Community Development, Paul Workman</b>                                                                           |
| <b>Trakit No.</b>  | <b>ANX17-007</b>                                                                                                     |

### **RESOLUTION NO. 18-013**

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

### **EXECUTIVE SUMMARY**

---

The owners of the subject property, the Elisabeth M. L. Kime Living Trust and the Reiboldt Family Trust have submitted an Annexation Petition in order to annex their land into the Town of Parker. On December 11, 2017, Town Council approved Resolution 17-059 which set the public hearing date of February 5, 2018 to determine compliance with the Municipal Annexation Act of 1965.

The proposed motion will approve Resolution No. 18-013 determining that the Kime Ranch property is eligible for annexation into the Town, as provided by the Municipal Annexation Act of 1965, and set the public hearing date for the consideration of the annexation ordinance for August 20, 2018.



**STAFF RECOMMENDATION**

---

Approve

**BACKGROUND/DISCUSSION**

---

The proposed annexation petition is part of a larger residential development proposal that incorporates all of Kime Ranch which is located on East Mainstreet in Parker. Overall, the proposed Kime Ranch development would consist of approximately 52 acres and 160 lots for detached single-family homes with parks and open space.

The subject property is currently located in unincorporated Douglas County and has a total area of approximately 17 acres. It is located within the Town's Urban Growth Boundary and meets the requirement for at least one-sixth contiguity per the Municipal Annexation Act.

**FINANCIAL IMPACT**

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None

**STRATEGIC GOAL(S)**

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**ATTACHMENTS**

---

1. Resolution 18-013
2. Vicinity Map

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 18-013 and set the annexation ordinance hearing on August 20, 2018.

**RESOLUTION NO. 18-013, Series of 2018**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

## **EXHIBIT A**

### **Legal Description of Property**

A PARCEL OF LAND BEING ALL OF THE EAST 1/2 OF LOT 1, DALTON SUBDIVISION RECORDED AT RECEPTION NO. 253933 AND VACATED AT RECEPTION NO. 9510508, AND ALL OF LOT 3, PINE HILLS RANCH RECORDED AT RECEPTION NO. 239663, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, 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 NORTH QUARTER CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°31'16" EAST, A DISTANCE OF 669.24 FEET TO THE NORTHEAST CORNER OF DALTON SUBDIVISION 3RD AMENDMENT RECORDED AT RECEPTION NO. 2016082720 IN SAID RECORDS, AND POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°31'16" EAST, A DISTANCE OF 1547.42 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID LOT 3 THE FOLLOWING (6) COURSES:

- 1) SOUTH 00°28'44" EAST, A DISTANCE OF 48.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°14'52", AN ARC LENGTH OF 147.25 FEET;
- 3) TANGENT TO SAID CURVE SOUTH 30°46'08" WEST, A DISTANCE OF 478.43 FEET;
- 4) NORTH 70°27'18" WEST, A DISTANCE OF 256.56 FEET;
- 5) SOUTH 89°31'16" WEST, A DISTANCE OF 350.87 FEET;
- 6) NORTH 00°21'21" WEST, A DISTANCE OF 21.70 FEET TO THE SOUTHEAST CORNER OF SAID VACATED EAST 1/2 OF LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID VACATED EAST 1/2 OF LOT 1 SOUTH 89°31'16" WEST, A DISTANCE OF 669.33 FEET TO THE SOUTHEAST CORNER OF SAID DALTON SUBDIVISION 3<sup>RD</sup> AMENDMENT;

THENCE ALONG THE EASTERLY LINE OF SAID DALTON SUBDIVISION 3RD AMENDMENT NORTH 00°20'44" WEST, A DISTANCE OF 488.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 17.040 ACRES, (742,243 SQUARE FEET), MORE OR LESS.





Kime Annexation

PINE DR

MAINSTREET







## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Ryan McGee, Associate Planner  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **PARKER KEYSTONE AMENDMENT NO. 2 - Minor Development Plat (Continued from January 2, 2018)**

**Applicant:** Armstrong Capital Development, LLC,  
Greg Armstrong

**Location:** Southeast Corner of Parker Road and  
Lincoln Avenue

**Department:** Community Development, Ryan  
McGee

**TRAKiT:** SUB17-024

- (1) Parker Keystone Minor Development Amendment No. 2 Plat
- (2) First Amendment to the Subdivision Agreement for Parker Keystone Filing No. 1, First Amendment

### EXECUTIVE SUMMARY

---

Armstrong Capital Development proposes a Minor Development Plat (MDP) in connection with the Parker Keystone project to expand the development site to its full extent for build-out. The application will combine Parker Keystone Minor Development Amendment No. 1, Lots 1 and 2 and Parker Heights Filing No. 1, Block 1, Lot 2 to create two commercial lots.

A second commercial building is proposed for Lot 1 northeast of the existing building that is currently under construction. The MDP also vacates utility easements and modifies a 24-foot public access easement.

### STAFF RECOMMENDATION

---

Approve with Conditions

## **BACKGROUND/DISCUSSION**

---

The applicant proposes to combine Parker Keystone Minor Development Amendment No. 1, Lots 1 and 2 and Parker Heights Filing No. 1, Block 1, Lot 2 with the Parker Keystone Amendment No. 2 Minor Development Plat. The Minor Development Plat also vacates two utility easements on Lot 1 and modifies the 24-foot access easement on the northwest corner of Lot 2. The 24-foot access easement is being moved south and east to allow for a freestanding monument sign on Lot 2.

The Town Council Public Hearing for this application was continued to February 5, 2018 because of a public notice defect. Staff and the applicant addressed the issue by providing updated public notice of the Planning Commission and Town Council public hearings in accordance with Chapter 13.08 of the Parker Land Development Ordinance.

## **FINANCIAL IMPACT**

---

None

## **STRATEGIC GOAL(S)**

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**ENHANCE ECONOMIC  
VITALITY**



**DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH**

## **ATTACHMENTS**

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1. Parker Keystone Amendment No. 2 Minor Development Plat
2. First Amendment to Subdivision Agreement Parker Keystone Filing No. 1, First Amendment
3. Planning Commission Staff Report

## **RECOMMENDED MOTION**

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(1) I move to approve the Parker Keystone Minor Development Amendment No. 2 MDP, based on staff findings, with the following conditions contained in the staff report:

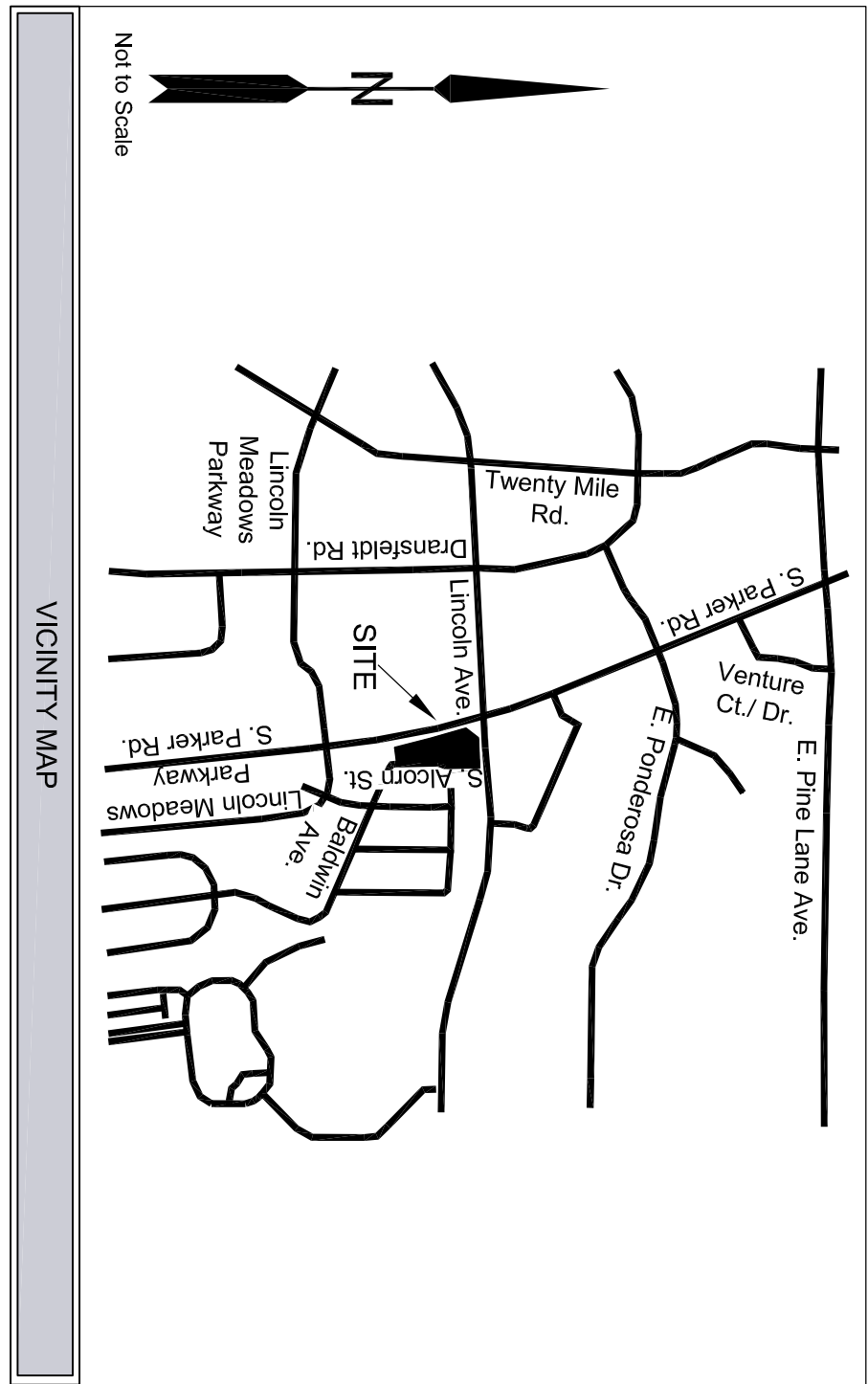
1. Within ninety (90) days of approval of the minor development plat, the applicant shall submit: Two (2) photographic Mylar copies (Fix-line, emulsion down) of the approved final plat, ready for recordation (except for Town signatures), all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of the Parker Municipal Code to secure the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement. The Planning Director may grant no more than one extension of time, of no more than 30 days, upon a written request by the applicant or staff for good cause being shown.

2. Approval of this minor development plat does not include signage. All signage for this site will be required to meet the Town of Parker Sign Code Chapter 13.09.010 and will require a separate sign permit application submittal.

(2) I move to approve the First Amendment to Subdivision Agreement Parker Keystone Filing No. 1, First Amendment, based on staff findings.



PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.2  
A REPLAT OF LOTS 1 AND 2 PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AND LOT 2, BLOCK 1 PARKER HEIGHTS FILING NO.1,  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 6 S, R 66 W OF THE 6TH P.M.,  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
2 LOTS - 2.013 ACRES



LEGAL DESCRIPTION

LOTS 1 AND 2, PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AS RECORDED UNDER RECEPTION NO. 2017032062 AND LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1 AS RECORDED UNDER RECEPTION NO. 113157, BOTH IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

THE ABOVE DESCRIPTION CONTAINS 67,880.38 SQUARE FEET OR 2.013 ACRES MORE OR LESS.

TOWN COUNCIL

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.

LOTS 1 AND 2 OF PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AND LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1, ARE HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT, RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2016080836, LOTS 1 AND 2 OF PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO. 1, RECEPTION NO. 2017032062, LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1 RECEPTION NO. 113157.

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.

GENERAL NOTES

- 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET. BEARINGS ARE SHOWN AS DEGREE, MINUTES AND SECONDS.
- ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM, 1983. THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, IS S 89° 29' 01" W. THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, IS S 89° 29' 01" W. A DISTANCE OF 2843.42 FEET.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS 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.
- THE POROUS PAVEMENT SYSTEM PROPOSED IN THE CONSTRUCTION PLANS ASSOCIATED WITH THIS PLAT WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO TOWN OF PARKER, COLORADO STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL. FOR PARKER KEYSTONE FILING 1 SE CORNER PARKER ROAD AND LINCOLN AVENUE PARKER, CO 80134 PREPARED BY THE LUND PARTNERSHIP 12268 W. BAYVUD AVENUE, SUITE 130 LAKEWOOD, CO 80228. THE TOWN OF PARKER WILL BE NOT BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS LOTS 1 AND 2 FOR THE SOLE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING THE PROPOSED POROUS PAVEMENT SYSTEM IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- A SHARED PUBLIC PARKING EASEMENT IS HEREBY GRANTED ACROSS LOTS 1 AND 2 FOR THE BENEFIT OF PUBLIC PARKING. SHOULD THESE PROPERTIES BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS AND LOT OWNERS SHALL SHARE PUBLIC VEHICLE PARKING.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ON-SITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL LANDSCAPING IS INSTALLED PER THE APPROVED LANDSCAPE PLANS) AND INSPECTED BY THE TOWN.

PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.2

A REPLAT OF LOTS 1 AND 2 PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AND LOT 2, BLOCK 1 PARKER HEIGHTS FILING NO.1,  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 6 S, R 66 W OF THE 6TH P.M.,  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
2 LOTS - 2.013 ACRES

TITLE VERIFICATION

I/WE LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

LAND TITLE GUARANTEE COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY: (NAME PRINTED), WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO )  
) SS,  
COUNTY OF DOUGLAS )

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

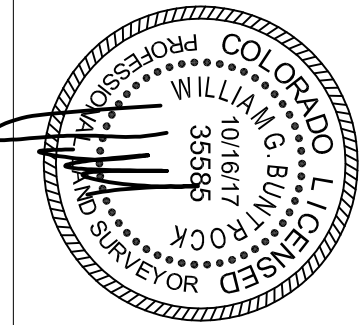
A.D. AT \_\_\_\_\_ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_.

COUNTY CLERK AND RECORDER

SURVEYOR

I, WILLIAM G. BUNTROCK, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE RESULTS OF A SURVEY MADE ON FEBRUARY 24, 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER), AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYS 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 16TH DAY OF OCTOBER 2017.



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR

WILLIAM G. BUNTROCK, PLS SURVEYOR # CO PLS 35585

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.2. 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 OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS). 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 OWNERS) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS).

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 OBTAIN 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.

(OWNERS/MORTGAGEE)

PARKER & LINCOLN DEVELOPMENT, LLC

BY: \_\_\_\_\_

GREGORY R. LAMSTRONG

TITLE: MANAGER

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY: (NAME PRINTED), WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

|                         |                      |              |                 |
|-------------------------|----------------------|--------------|-----------------|
| HORIZ. SCALE:           | 1" = 20'             | PROJECT NO.: | TM 15008        |
| VERT. SCALE:            | N/A                  | DATE:        | 05/01/17        |
| FIELD CREW: MESA/PJ/SBB | FIELD DATE: 02/20/15 | DRAWN BY: BB | APPROVED BY: BB |

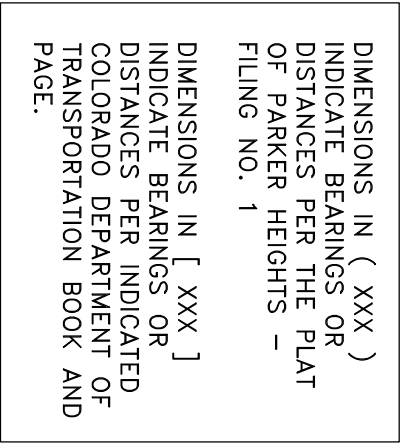
| REV | DATE | DESCRIPTION |
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A REPLAT OF LOTS 1 AND 2 PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AND LOT 2, BLOCK 1 PARKER HEIGHTS FILING NO.1

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

CROSS ON CONCRETE SIDEWALK  
SET 1" BRASS TAG STAMPED  
PLS 35585 (TYPICAL)



| LINE | BEARING      | DISTANCE | CURVE | RADIUS  | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|------|--------------|----------|-------|---------|---------------|------------|---------------|--------------|
| L1   | N 73.5244° W | 17.56'   | C1    | 130.00' | 37.2507°      | 84.30'     | S 70.4811° W  | 83.40'       |
| L2   | N 73.5244° E | 21.65'   | C2    | 130.00' | 52.5434°      | 119.30'    | S 75.1403° W  | 115.16'      |
| L3   | S 37.5422° E | 22.07'   | C3    | 130.00' | 12.2934°      | 28.35'     | N 75.1403° W  | 28.30'       |
| L4   | N 88.2901° E | 21.65'   | C4    | 130.00' | 12.2934°      | 28.35'     | S 44.3014° W  | 163.85'      |
| L5   | N 88.2901° E | 97.98'   | C5    | 130.00' | 90.0000°      | 204.20'    |               |              |
| L6   | N 71.5280° E | 63.00'   | C6    | 130.00' | CENTRAL ANGLE |            | CHORD BEARING | CHORD LENGTH |
| L7   | N 71.5280° E | 63.00'   | C7    | 130.00' | 90.0000°      | 61.26'     | N 28.5244° E  | 65.16'       |
| L8   | N 16.0716° W | 9.00'    | C8    | 48.00'  | 89.5550°      | 68.00'     | S 28.5244° E  | 67.86'       |
| L9   | N 71.5244° E | 9.00'    | C9    | 16.00'  | 90.0000°      | 12.56'     | N 28.5244° E  | 21.21'       |
| L10  | N 16.0716° W | 9.00'    | C10   | 48.00'  | 89.5547°      | 37.70'     | S 28.5244° W  | 33.94'       |
| L11  | N 71.5244° E | 9.00'    | C11   | 24.00'  |               |            |               |              |

| CURVE | RADIUS  | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|---------|---------------|------------|---------------|--------------|
| C1    | 130.00  | 37.2507°      | 84.90      | S 70°48'11" W | 83.40        |
| C2    | 130.00  | 52.9354°      | 119.30     | S 25°48'11" W | 115.16       |
| C3    | 130.00  | 12.2824°      | 25.35      | N 75°14'03" W | 28.30        |
| C4    | 130.00  | 90.0000°      | 204.20     | S 44°30'44" W | 163.85       |
| CURVE | RADIUS  | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C5    | 39.000° | 90.0000°      | 61.26°     | N 28°52'44" E | 67.85        |
| C6    | 48.000° | 88.9390°      | 75.40°     | S 28°52'44" E | 65.18        |
| C7    | 15.000° | 90.0000°      | 23.56°     | N 28°52'44" E | 21.21        |
| C8    | 24.000° | 88.9347°      | 37.70°     | S 28°52'40" W | 33.94        |

LINE AND CURVE TABLE

CT No:

|               |          |             |          |
|---------------|----------|-------------|----------|
| HORIZ. SCALE: | 1" = 20' | PROJECT NO: | TN 15008 |
| VERT. SCALE:  | N/A      | DATE:       | 05/16/17 |

|                        |                      |                |                 |
|------------------------|----------------------|----------------|-----------------|
| FIELD CREW: MESA/PO/BB | FIELD DATE: 02/20/15 | DRAFTED BY: BB | APPROVED BY: BB |
|------------------------|----------------------|----------------|-----------------|

| REV | DATE | DESCRIPTION |
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[illegible]SHEET NUMBER  
0050

## Notes

Our Passion Shows | Since 2008  
Mallard Pond Way Littleton, Co 80125  
ne: 303-484-8886 Fax: 303-948-1854  
www.TRUEORTHsurvey.com

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Mallard Pond Way Littleton, Co 80125  
ne: 303-484-8886 Fax: 303-948-1854  
www.TRUEORTHsurvey.com



**FIRST AMENDMENT TO SUBDIVISION AGREEMENT**  
**Parker Keystone Filing No. 1, First Amendment**  
**(Also Known as Parker Keystone Minor Development Amendment No. 1)**

THIS FIRST AMENDMENT TO AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and Parker & Lincoln Development, LLC, a Colorado limited liability corporation (the "Developer").

**RECITALS:**

A. The Town and the Developer entered into the Subdivision Agreement for Parker Keystone Filing No. 1, First Amendment (also known as Parker Keystone Minor Development Amendment No. 1) (the "Final Plat") on May 11, 2017, (the "Agreement").

B. The Developer has acquired real property that is adjacent to and contiguous with the Final Plat property, which the Property Owner desires to include with the real property that is subject to the Agreement (the "Additional Property").

C. The Developer desires to amend the Agreement to include the Additional Property as a part of the real property that is subject to the Agreement, and to replace the legal description for the Property that is contained in the Agreement, to the extent provided herein.

D. The Developer desires to enter into this First Amendment to Agreement (the "First Amendment") to amend Recital A of the Agreement and replace the legal description that is attached as Exhibit A to the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree to this First Amendment as follows:

**AGREEMENT**

Section 1. Recital A of the Agreement is hereby amended to provide as follows:

A. The Developer is the owner of certain real property located in the Town of Parker known as Parker Keystone Filing No. 1, First Amendment (also known as Parker Keystone Minor Development Amendment No. 1), which is more particularly described in **Replacement Exhibit A**, attached hereto and incorporated herein (the "Property").

Section 2. The Town and the Property Owner acknowledge and agree that the real property described in Replacement Exhibit A is subject to Paragraphs 1 through 29 of the Agreement.

Section 3. The Recitals contained in this First Amendment are incorporated herein by this reference and made a part of this First Amendment.

Section 4. The Town and the Property Owner further acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

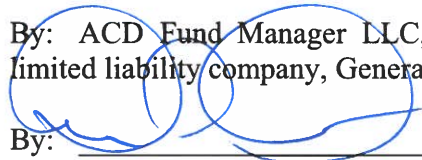
\_\_\_\_\_  
James S. Maloney, Town Attorney

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

**DEVELOPER: PARKER & LINCOLN  
DEVELOPMENT, LLC, a Colorado limited  
liability corporation**

By: ACD 2013 Fund LP, a Colorado limited  
partnership, Sole Member

By: ACD Fund Manager LLC, a Colorado  
limited liability company, General Partner

By:   
\_\_\_\_\_  
Gregory L. Armstrong, Manager

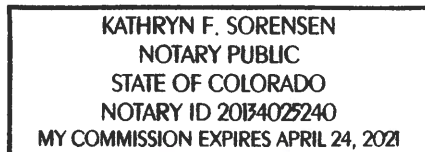
STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this 26th day of September,  
2017, by Gregory L. Armstrong, Manager of ACD Fund Manager, LLC, a Colorado limited  
liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole  
Member of Parker & Lincoln Development, LLC, a Colorado limited liability corporation.

My commission expires: April 24, 2021.

(SEAL)

  
\_\_\_\_\_  
Notary Public



## REPLACEMENT EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO. 1 RECORDED MAY 12, 2017 UNDER RECEPTION NO. 2017032062 AND LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1 AS RECORDED UNDER RECEPTION NO. 113057 ALL AS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 89°29'01" W, ALONG THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 441.80 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARKER KEYSTONE MINOR DEVELOPMENT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 1, SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE ALONG SAID NORTHLINE OF SECTION 15, ALSO BEING THE NORTHLINE OF SAID LOT 2, BLOCK 1 N 89°29'01" E, A DISTANCE OF 90.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 1;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 1, S 00°40'06" E, A DISTANCE OF 125.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 1;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 2, BLOCK 1, AND SAID PARKER KEYSTONE MINOR DEVELOPMENT THE FOLLOWING THREE (3) COURSES:

- 1) S 89°30'45" W, A DISTANCE OF 19.80 FEET;
- 2) ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 90°00'01", AN ARC LENGTH OF 204.20 FEET, WHOSE CHORD BEARS S 44°30'44" W, A DISTANCE OF 183.85 FEET;
- 3) S 00°29'16" E, A DISTANCE OF 293.30 FEET TO THE SOUTHEAST CORNER OF SAID PARKER KEYSTONE MINOR DEVELOPMENT;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARKER KEYSTONE MINOR DEVELOPMENT THE FOLLOWING TWO (2) COURSES:

- 1) N 68°59'11" W, A DISTANCE OF 49.82 FEET
- 2) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 12°29'44", AN ARC LENGTH OF 28.35 FEET, WHOSE CHORD BEARS N 75°14'03" W, A DISTANCE OF 28.30 FEET TO THE SOUTHWEST CORNER OF SAID PARKER KEYSTONE MINOR DEVELOPMENT;

THENCE ALONG THE WESTERLY LINE OF SAID PARKER KEYSTONE MINOR DEVELOPMENT THE FOLLOWING FOUR (4) COURSES:

- 1) N 08°49'26" W, A DISTANCE OF 117.80 FEET;
- 2) N 09°51'10" W, A DISTANCE OF 108.59 FEET;
- 3) N 16°07'16" W, A DISTANCE OF 268.16 FEET;

4) N 26°15'01" E, A DISTANCE OF 45.44 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID PARKER KEYSTONE MINOR DEVELOPMENT, SAID POINT ALSO BEING ON THE NORTHLINE OF SAID NORTHWEST QUARTER OF SECTION 15;

THENCE ALONG THE NORTHERLY LINE OF SAID PARKER KEYSTONE MINOR DEVELOPMENT, SAID LINE ALSO BEING ON THE NORTH LINE OF SAID NORTHWEST QUARTER, N 89°29'01" E, A DISTANCE OF 219.15 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 87,680.39 SQUARE FEET OR 2.01 ACRES MORE OR LESS.





## **PLANNING COMMISSION MEETING**

7:00 p.m.  
January 11, 2018

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ADDITIONS TO OR DELETIONS FROM THE AGENDA**
5. **APPROVAL OF MINUTES**  
Intentionally left blank
6. **CONSENT AGENDA**
7. **PUBLIC HEARING: PARKER KEYSTONE AMENDMENT NO. 2 – Minor Development Plat**  
Applicant: Greg Armstrong, Armstrong Capital Development LLC  
Location: Southeast corner of Parker Road and Lincoln Avenue  
Planner: Ryan McGee
8. **PLANNING COMMISSION ITEMS**
9. **STAFF ITEMS**
10. **ADJOURNMENT**



## Planning Commission Staff Report

**Planning Commission Date:** 1/11/2018

**Town Council Date:** 2/5/2018

**Hearing Type:** Public Hearing  
SUB17-024 Parker Keystone Amendment No. 2 - Minor Development Plat

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

**Project Planner:** Ryan McGee, AICP, Associate Planner

**Applicant:** Greg Armstrong, Armstrong Capital Development LLC

**Executive Summary:** This is a request to combine Parker Keystone Minor Development Amendment No. 1, Lots 1 and 2 and Parker Heights Filing No. 1, Block 1, Lot 2 to create two commercial lots. The Minor Development Plat also vacates utility easements and modifies a 24-foot public access easement.

**Staff Recommendation:** Approval with Conditions

### **RECOMMENDED MOTION**

*"I move the Planning Commission recommend Town Council approve the Parker Keystone Amendment No. 2 Minor Development Plat subject to the conditions contained in this staff report."*

- 1. Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: two (2) photographic Mylar copies (Fix-line, emulsion down) of the approved final plat, amended, if necessary, and ready for recordation (except for Town signatures), all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement. The Planning Director may grant no more than one extension of time, of no more than 30 days, upon a written request by the applicant or staff for good cause being shown.*

2. *Approval of this minor development plat does not include signage. All signage for this site will be required to meet the Town of Parker Sign Code Chapter 13.09.010 and will require a separate sign permit application submittal.*

#### **ALTERNATIVE MOTIONS**

*“I move that the Planning Commission recommend that Town Council deny the Parker Keystone Amendment No. 2 Minor Development Plat as the request does not meet the following approval criteria:”*

*“I move that the Planning Commission vote to continue the Parker Keystone Amendment No. 2 Minor Development Plat to a future date.”*

#### **I. BACKGROUND/DISCUSSION**

The applicant proposes to combine Parker Keystone Minor Development Amendment No. 1, Lots 1 and 2 and Parker Heights Filing No. 1, Block 1, Lot 2 with the Parker Keystone Amendment No. 2 Minor Development Plat. This will create two legal lots of record and accommodate commercial development on the southeast corner of Parker Road and Lincoln Avenue. The proposed Minor Development Plat also vacates two utility easements on Lot 1 and modifies the 24-foot access easement on the northwest corner of Lot 2 to accommodate a freestanding sign. The 24-foot access easement is being moved south and east at the curve located on the northwest corner of Lot 2. This slight shift and the removal of one parking space on the northwest corner of the site will allow for a freestanding monument sign on the northwest corner of Lot 2.

The Parker Keystone Amendment No. 2 - Minor Development Plat is being heard again by Planning Commission due to an error in legal noticing the November 30, 2017 Planning Commission public hearing. Staff and the applicant have (re)noticed the January 11, 2018 and February 5, 2018 Planning Commission and Town Council public hearings in accordance with Chapter 13.08 of the Town of Parker Land Development Ordinance.



## **II. PRIOR ACTIONS**

| <b>Date</b>      | <b>Action</b>                                                                                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 21, 2016   | Town Council approved the annexation and zoning of three unplatted parcels comprised of 1.8 acres located on the southeast corner of Parker Road and Lincoln Avenue                                                                  |
| November 7, 2016 | Town Council approved the Parker Keystone Minor Development Plat that replatted the three unplatted parcels totaling 1.8 acres into two, un-buildable tracts (Tracts A and B).                                                       |
| May 5, 2017      | Staff administratively approved the site plan for a 9,600 square foot commercial building.                                                                                                                                           |
| May 11, 2017     | Staff administratively approved the Parker Keystone Minor Development Plat Amendment No. 1. Tract(s) A and B of Parker Keystone Minor Development were replatted into Lots 1 and 2 of Parker Keystone Filing No. 1, Amendment No. 1. |

## **III. CURRENT SITE DATA**

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| <b>Existing Zoning</b>    | Modified Commercial                                                  |
| <b>Overlay District</b>   | N/A                                                                  |
| <b>PD &amp; Plan Area</b> | Modified Commercial                                                  |
| <b>Master Plan Area</b>   | Central Commercial                                                   |
| <b>Site Acreage</b>       | 2.013                                                                |
| <b>Subdivision</b>        | Parker Keystone Minor Development Amendment No. 1 and Parker Heights |



|              |                                                                                                                                                                                                                                                                   |                                              |                           |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------|
| Existing Use | Lot 2 of Parker Keystone Minor Development is currently under construction. Lot 2, Block of Parker Heights Filing No. 1 had an unoccupied single-family residence and detached garage on the property that was removed to accommodate the commercial development. |                                              |                           |
|              | Surrounding Uses                                                                                                                                                                                                                                                  |                                              |                           |
|              | Master Plan Land Use                                                                                                                                                                                                                                              | Zoning                                       | Existing Use              |
| North        | Central Commercial                                                                                                                                                                                                                                                | PD-Planned Development                       | Commercial                |
| South        | Central Commercial                                                                                                                                                                                                                                                | Douglas County Zoning – Suburban Residential | Commercial                |
| East         | Medium Density Residential                                                                                                                                                                                                                                        | Douglas County Zoning – Suburban Residential | Single Family Residential |
| West         | Central Commercial                                                                                                                                                                                                                                                | C - Commercial District                      | Commercial                |

#### **IV. PARKER 2035 MASTER PLAN**

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

| <b>MASTER PLAN CONSISTENCY</b>          |                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Master Plan Designation</b>          | Central Commercial<br><input checked="" type="checkbox"/> <b>Consistent</b> <input type="checkbox"/> <b>Inconsistent</b>                                                                                                                                                                                            |
| <b>Master Plan Character Discussion</b> | <b>Central Commercial District</b><br>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.                      |
| <b>Consistent Goals/Strategies</b>      | <a href="#"><u>Land Use 1.C.</u></a><br><a href="#"><u>Jobs and Economic Vitality 2, 2.B.</u></a><br><a href="#"><u>Jobs and Economic Vitality 2.E., 6, 6.A.</u></a>                                                                                                                                                |
| <b>Inconsistent Goals/Strategies</b>    | None                                                                                                                                                                                                                                                                                                                |
| <b>Staff Analysis</b>                   | Parker Keystone Minor Development Amendment No. 2 creates two legal-lots of record that will enable commercial development of the southeast corner of Lincoln Avenue and Parker Road. The commercial development will expand the Town's economic sales tax base and will consist of restaurant and retail services. |

#### **V. LAND DEVELOPMENT ORDINANCE**

| <b>ZONING CONSISTENCY (MDP)</b> |                          |                    |                                     |
|---------------------------------|--------------------------|--------------------|-------------------------------------|
| <b>Provisions</b>               | <b>Existing/Required</b> | <b>Proposed</b>    | <b>Analysis</b>                     |
| <b>Setbacks</b>                 | Front –                  | Existing-No Change | <input type="checkbox"/> Consistent |



|                           |                                                                                                                           |                                                        |                                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|                           | Side –<br>Rear –<br>Corner –                                                                                              |                                                        | <input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A                                        |
| <b>Density</b>            | N/A                                                                                                                       | N/A                                                    | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Height/Stories</b>     | N/A                                                                                                                       | Existing-No Change                                     | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Lot Size</b>           | Lot 1 - .139 acres<br>Lot 2 – 1.662 acres                                                                                 | Lot 1 - .351 acres<br>Lot 2 – 1.662 acres (No Change)  | <input checked="" type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A |
| <b>Lot Coverage</b>       | N/A                                                                                                                       | N/A                                                    | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Landscaping</b>        | <a href="#">Title 13.06.070</a>                                                                                           | Reviewed during site plan for compliance with the LDO. | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Off-Street Parking</b> | <a href="#">Title 13.06.050</a>                                                                                           | Reviewed during site plan for compliance with the LDO. | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Miscellaneous</b>      |                                                                                                                           |                                                        | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A            |
| <b>Staff Analysis</b>     | The proposed Minor Development Plat is consistent with the requirements of the zoning and the Land Development Ordinance. |                                                        |                                                                                                                         |

## **VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS**

Lots 1 and 2 of the Parker Keystone Amendment No. 2 Minor Development will be accessed from a right-in only access on Parker Road and a full-movement signalized access on Lincoln Avenue. From the signalized intersection on Lincoln Avenue vehicles will access the site via an east to west access drive. The traffic study, vehicular and pedestrian circulation patterns and parking considered a commercial development occurring on the .351 acre Lot 1 established with this Minor Development Plat.

## **VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS**

| <b>Agency</b>                       | <b>Comments</b> |
|-------------------------------------|-----------------|
| Parker Engineering                  | Approved        |
| South Metro Fire & Rescue Authority | No Comment      |

|                                         |                                                                                                                         |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Parker Water and Sanitation District    | Approved                                                                                                                |
| Public Service Company of Colorado      | No Comment                                                                                                              |
| Douglas County Assessor                 | No Comment                                                                                                              |
| IREA                                    | Approved                                                                                                                |
| CenturyLink                             | No Comment                                                                                                              |
| Comcast                                 | No Comment                                                                                                              |
| Aztec Engineering                       | No Comment                                                                                                              |
| Fire Life Safety                        | No Comment                                                                                                              |
| Douglas County Planning and Engineering | No Comment                                                                                                              |
| CDOT                                    | The Minor Development Plat does not impact the conditions of the CDOT State Highway Access Permit for this development. |
| Town of Parker Comprehensive Planning   | No Comment                                                                                                              |
| Town of Parker Building Department      | No Comment                                                                                                              |

### **VIII. CONCLUSION**

The Parker Keystone Amendment No. 2 Minor Development Plat is consistent with the goals and policies of the Town of Parker Master Plan and General Land Use Plan. The subdivision is consistent with the Town of Parker Land Development Ordinance and Modified Commercial District zoning requirements. The Town of Parker Engineering Department has determined that Parker Keystone Amendment No. 2 is consistent with the Town's Stormwater Drainage and Environmental Criteria Manual and the Town of Parker Roadway Design and Construction Criteria Manual and other applicable standards adopted by the Town. All applicable public dedication requirements have been satisfied with the subdivision and the applicant has demonstrated that all public notice requirements have been met. Town Council will consider Parker Keystone Amendment No. 2 Minor Development Plat and Subdivision Agreement amendment at the January 2, 2018 public hearing.

### **IX. RECOMMENDED CONDITIONS**

1. Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: two (2) photographic Mylar copies (Fix-line, emulsion down) of the approved final plat, amended, if necessary, and ready for recordation (except for Town signatures), all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department. The applicant

shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement. The Planning Director may grant no more than one extension of time, of no more than 30 days, upon a written request by the applicant or staff for good cause being shown.

2. Approval of this minor development plat does not include signage. All signage for this site will be required to meet the Town of Parker Sign Code Chapter 13.09.010 and will require a separate sign permit application submittal.

**X. ATTACHMENTS**

1. Parker Keystone Amendment No. 2 Minor Development Plat

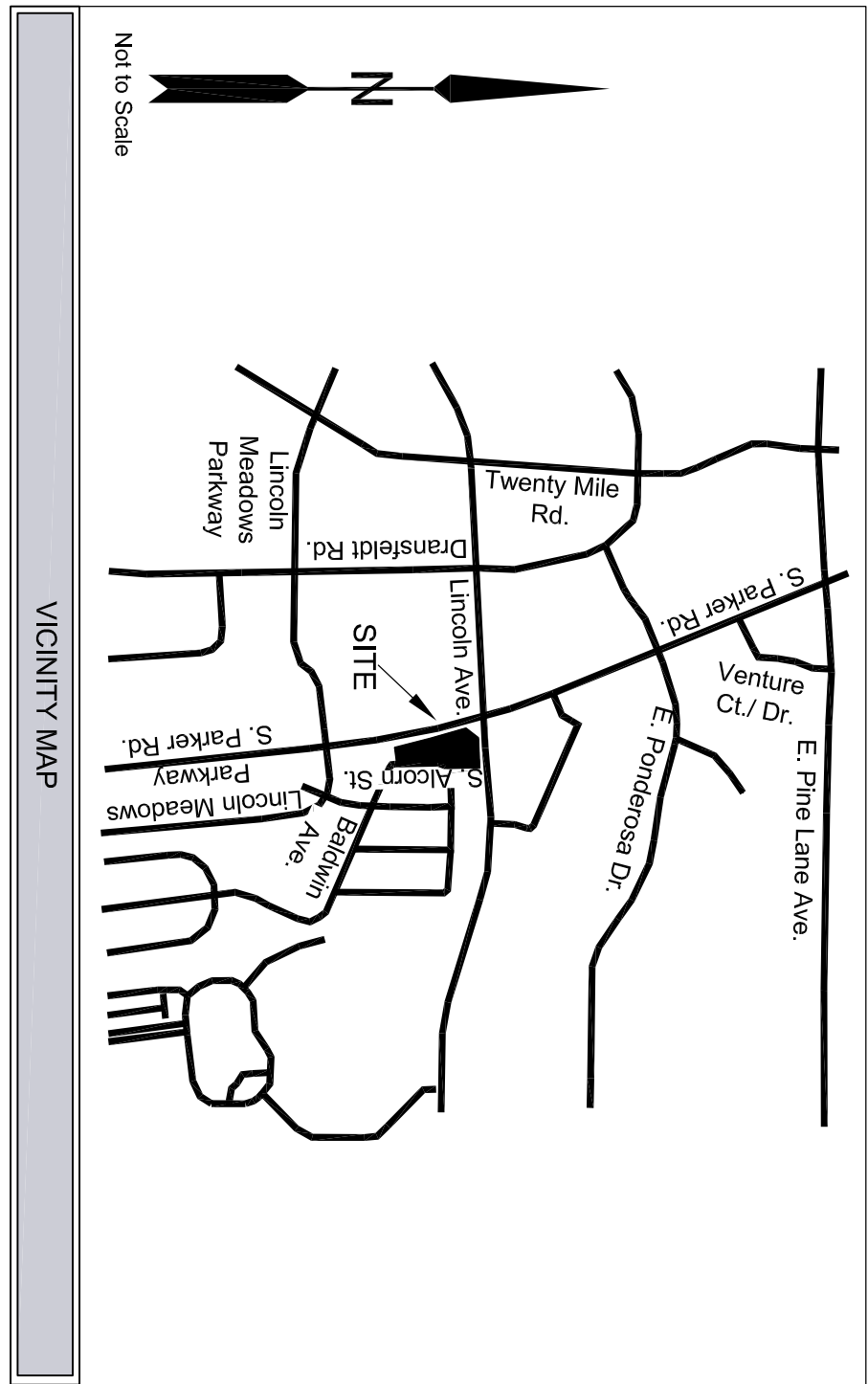
**Report Approved By:** Bryce Matthews, Planning Manager 

**Through:** Jason Rogers, Deputy Community Development Director





PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.2  
A REPLAT OF LOTS 1 AND 2 PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AND LOT 2, BLOCK 1 PARKER HEIGHTS FILING NO.1,  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 6 S, R 66 W OF THE 6TH P.M.,  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
2 LOTS - 2.013 ACRES



LEGAL DESCRIPTION

LOTS 1 AND 2, PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AS RECORDED UNDER RECEPTION NO. 2017032062 AND LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1 AS RECORDED UNDER RECEPTION NO. 113057, BOTH IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

THE ABOVE DESCRIPTION CONTAINS 67,880.38 SQUARE FEET OR 2.013 ACRES MORE OR LESS.

TOWN COUNCIL

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.

LOTS 1 AND 2 OF PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.1 AND LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1, ARE HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT, RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2016080836, LOTS 1 AND 2 OF PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO. 1, RECEPTION NO. 2017032062, LOT 2, BLOCK 1, PARKER HEIGHTS FILING NO.1 RECEPTION NO. 113057.

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.

GENERAL NOTES

- 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET. BEARINGS ARE SHOWN AS DEGREE, MINUTES AND SECONDS.
- ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM, 1983. THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, IS S 89° 29' 01" W. THE BEARING OF THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, IS S 89° 29' 01" W. A DISTANCE OF 2843.42 FEET.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS 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.
- THE POROUS PAVEMENT SYSTEM PROPOSED IN THE CONSTRUCTION PLANS ASSOCIATED WITH THIS PLAT WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO TOWN OF PARKER, COLORADO STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL. FOR PARKER KEYSTONE FILING 1 SE CORNER PARKER ROAD AND LINCOLN AVENUE PARKER, CO 80134 PREPARED BY THE LUND PARTNERSHIP 12268 W. BAYVUD AVENUE, SUITE 130 LAKEWOOD, CO 80228. THE TOWN OF PARKER WILL BE NOT BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS LOTS 1 AND 2 FOR THE SOLE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING THE PROPOSED POROUS PAVEMENT SYSTEM IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- A SHARED PUBLIC PARKING EASEMENT IS HEREBY GRANTED ACROSS LOTS 1 AND 2 FOR THE BENEFIT OF PUBLIC PARKING. SHOULD THESE PROPERTIES BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS AND LOT OWNERS SHALL SHARE PUBLIC VEHICLE PARKING.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ON-SITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL LANDSCAPING IS INSTALLED PER THE APPROVED LANDSCAPE PLANS) AND INSPECTED BY THE TOWN.

MAYOR, TOWN OF PARKER  
ATTEST: \_\_\_\_\_  
TOWN CLERK

TITLE VERIFICATION

I/WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

LAND TITLE GUARANTEE COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

SECRETARY  
SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY: (NAME PRINTED),  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO )  
) S.S.  
COUNTY OF DOUGLAS )

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

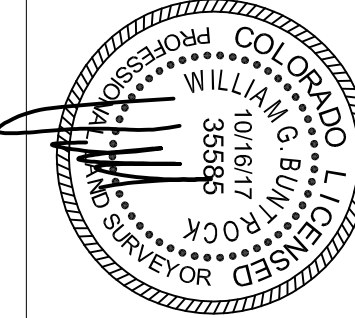
A.D. AT \_\_\_\_\_ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_.

COUNTY CLERK AND RECORDER

SURVEYOR

I, WILLIAM G. BUNTROCK, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE RESULTS OF A SURVEY MADE ON FEBRUARY 24, 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER), AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYS 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 16TH DAY OF OCTOBER 2017.



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR  
WILLIAM G. BUNTROCK, PLS SURVEYOR # CO PLS 35595

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF PARKER KEYSTONE MINOR DEVELOPMENT AMENDMENT NO.2. 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 OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS). 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 OWNERS) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS).

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 OBTAIN 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.

(OWNERS/MORTGAGEE)  
PARKER & LINCOLN DEVELOPMENT, LLC

BY: \_\_\_\_\_  
GREGORY R. LAMSTRONG  
TITLE: MANAGER

ATTEST: \_\_\_\_\_

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY: (NAME PRINTED),  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

|                         |                      |              |                 |
|-------------------------|----------------------|--------------|-----------------|
| HORIZ. SCALE:           | 1" = 20'             | PROJECT NO.: | TM 15008        |
| VERT. SCALE:            | N/A                  | DATE:        | 05/01/17        |
| FIELD CREW: MESA/PJ/SBB | FIELD DATE: 02/20/15 | DRAWN BY: BB | APPROVED BY: BB |
| REV                     | DATE                 | DESCRIPTION  |                 |

SHEET NUMBER  
**1 OF 2**

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## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Dennis Trapp, Projects Administrator

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 18-009**  
**A Resolution Approving the 71.5 Acre Harvie Open Space**  
**Conceptual Plan Dated November 13, 2017**

**Department:** Recreation, Dennis Trapp

### EXECUTIVE SUMMARY

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The 71-acre Harvie Open Space property is located along the north side of Mainstreet just west of Pope Road and directly east of the Quail Creek community. Over the last several months the Town has developed a draft Conceptual Plan (see Exhibit 1) for the property that allowed limited public access, while maintaining the open space values of the site. Uses and improvements allowed by the existing Conservation Easement and incorporated into the Conceptual Plan include:

- Soft-surface trails
- Picnic shelters with maximum seating occupancy of 25 people
- Soft-surface parking lot for maximum of 20 vehicles
- Fencing as needed (smooth wire and/or wood)
- Interpretive signage including park identification sign (Ray J. Harvie Park)
- One restroom facility

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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In 1996, Mr. Harvie placed the entire 71-acre site in a Life Estate, including a Conservation Easement (held by Douglas Land Conservancy), and stipulated that ownership of the property would be transferred to Douglas County upon his death. After Mr. Harvie's death in 2010, the County subsequently conveyed the property to the Town in early 2017. Upon this conveyance the Town is also required to abide by the requirements of the Conservation Easement.

The proposed Conceptual Plan includes a series of soft-surface trails that provides limited access

to the site. Scattered along the trail system are a number of informal seating areas, small shade shelters, and points of interest with interpretive signage and displays. Pedestrian access to the site will be from the soft-surface parking lot located off of Mainstreet. This parking area will also include one ADA accessible vault restroom facility. The park is planned to be open from dawn to dusk and signed as such, and therefore no on-site lighting is anticipated.

In addition to the site improvements illustrated in Exhibit 1 attached to the Resolution, the Town will also be modifying the Canterbury Parkway and Mainstreet intersection, allowing more convenient and safer access to the site. These intersection improvements will occur in 2018, with the remainder of the on-site improvements planned for the spring of 2019.

The draft Plan, in addition to being available for review and comment on the Town's website, was also presented at a public open house on November 1, 2017, which was attended by approximately 40 residents. Changes incorporated into the plan as part of the public input process included moving various trails, picnic shelters and seating areas further away from the existing residential areas that border the site on the west and north.

On December 13, 2017, the Douglas Land Conservancy Board Directors, which holds and administers the Harvie Conservation Easement, unanimously approved the Harvie Open Space – Conceptual Plan dated December 13, 2017, finding that the proposed plan was consistent with the purpose and intent of the Conservation Easement.

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#### **FINANCIAL IMPACT**

The preliminary cost estimate to complete this project, including design and engineering (soft costs), construction (hard costs), plus the proposed intersection improvements, is approximately \$2 - \$2.5 million. The Town will be using our existing Douglas County "share-back" funds to reimburse 100% of these costs. Annual maintenance costs that the Town will incur once the project is completed and open to the public will be approximate \$25,000.

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#### **STRATEGIC GOAL(S)**



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#### **ATTACHMENTS**

1. Resolution No. 18-009

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#### **RECOMMENDED MOTION**

I move to approve Resolution No. 18-009.

**RESOLUTION NO. 18-009, Series of 2018**

**TITLE: A RESOLUTION APPROVING THE 71.5 ACRE HARVIE OPEN SPACE  
CONCEPTUAL PLAN DATED NOVEMBER 13, 2017**

WHEREAS, the Town Council approved Resolution No. 17-005, Series of 2017, accepting the conveyance of Real Property from the Board of County Commissioners of the County of Douglas, State of Colorado, for the Harvie Property (71.061 acres) by General Warranty Deed, plus 17,330 square feet by Quit Claim Deed, on January 3, 2017 (the “Harvie Open Space Property”);

WHEREAS, a Grant Deed of Conservation Easement was approved on February 20, 1996, by and between Ray J. Harvie (Grantor) and the Douglas Land Conservancy, a nonprofit Colorado corporation, addressing future use and preservation of the Harvie Property (the “Conservation Easement”);

WHEREAS, upon transfer of the Harvie Open Space Property to the Town, the Town is required to accept and abide by the requirements of the Conservation Easement, as amended, to preserve and protect the open space values of this property in perpetuity;

WHEREAS, the Conservation Easement allows and restricts specific uses and activities on the Harvie Open Space Property to maintain the long-term open space values;

WHEREAS, Section 4.1 of the Conservation Easement outlines specific uses and activities that are allowed on the Harvie Open Space Property and that run with the land, including, soft surface trails, picnic shelters (*maximum occupancy of 25 people*), fencing as needed (*smooth wire and/or wood*), soft-surface parking lot (*maximum parking of 20 cars*), one restroom facility, and interpretive signage, including signage identifying this property as Ray J. Harvie Park;

WHEREAS, the draft Harvie Open Space – Conceptual Plan was presented to the public at an Open House on November 1, 2017;

WHEREAS, the Harvie Open Space – Conceptual Plan was updated and revised to address comments received during the public review process;

WHEREAS, the Douglas Land Conservancy Board of Directors unanimously approved the Harvie Open Space – Conceptual Plan on December 13, 2017, which is attached hereto as **Exhibit 1** and incorporated by this reference, finding that the proposed plan, including the proposed activities and uses, was consistent with the purpose and intent of the Conservation Easement; and

WHEREAS, the Harvie Open Space – Conceptual Plan is consistent with the existing Conservation Easement, the Town’s Comprehensive Plan, the Parks and Recreation Master Plan, and the Open Space, Trails and Greenways Master Plan, as specified in Sections 13.01.060 and 13.07.140 of the Parker Municipal Code.

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

Section 1. The Town Council of the Town of Parker hereby approves the Harvie Open Space – Conceptual Plan dated November 13, 2017, and attached here to as Exhibit 1.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF PARKER, COLORADO

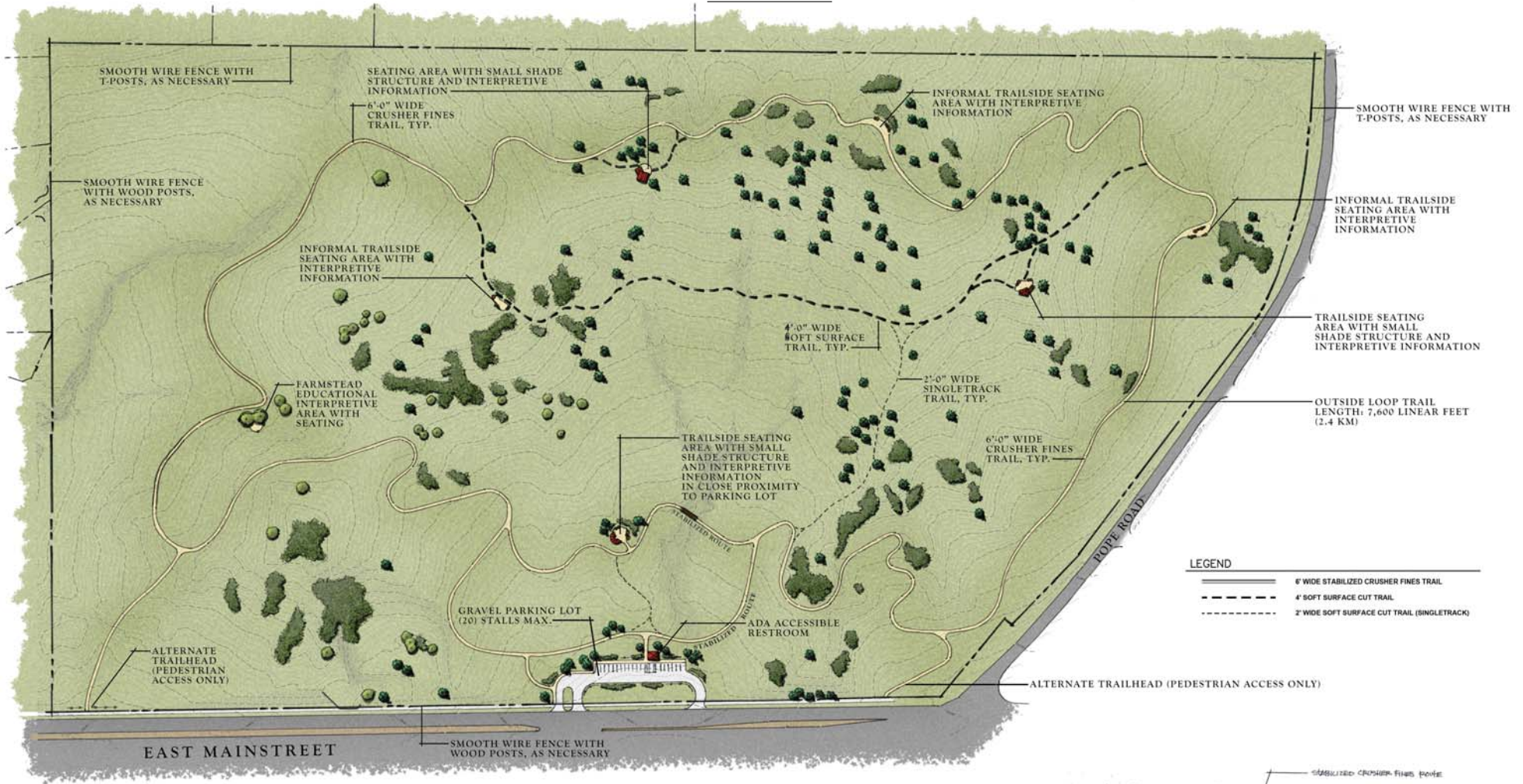
\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

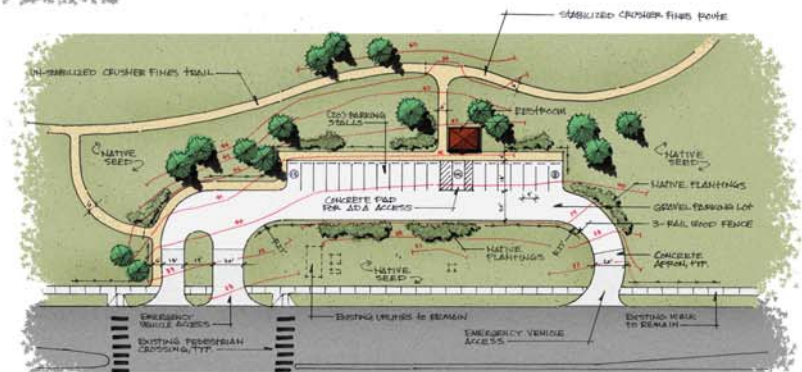


## EXHIBIT 1



### CONSERVATION EASEMENT PERMITTED USES: (APPROVED FEBRUARY 1996)

- SOFT SURFACE TRAILS
- PICNIC SHELTERS WITH MAX. SEATING OCCUPANCY OF 25 PEOPLE
- SOFT-SURFACE PARKING LOT FOR MAX. OF 20 VEHICLES
- FENCING AS NEEDED (WIRE AND/OR WOOD)
- INTERPRETIVE SIGNAGE INCLUDING PARK IDENTIFICATION SIGN
- ONE RESTROOM FACILITY



## Harvie Open Space - Conceptual Plan

Town of Parker, Colorado

[www.harvieopenspace.com](http://www.harvieopenspace.com)

**DHM DESIGN** LANDSCAPE ARCHITECTURE  
URBAN DESIGN + LAND PLANNING  
ECOLOGICAL PLANNING

0 40 80 160  
SCALE: 1"=40'  
NORTH  
11.13.2017





## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Elaine Mariner, Cultural Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 1.447.1 - Second Reading**  
**A Bill for an Ordinance to Repeal Chapter 2.09 of the Parker Municipal Code Concerning the Parker Creative District**

**Department:** Cultural, Elaine Mariner

### EXECUTIVE SUMMARY

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The Creative District Executive Committee recommends that Ordinance No. 1.447.1, which established the Parker Creative District and the Creative District Executive Committee, be repealed. Downtown art activities and related promotional efforts formerly fostered and supported through the Creative District Executive Committee will be absorbed within the mission and activities of the Downtown Business Alliance (the "DBA").

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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In the 2018 budget, the Town has reduced funding support for the Creative District from \$15,000 to \$5,000. The Creative District Executive Committee has agreed that cost savings and efficiencies could be achieved if the responsibility to enhance, develop and promote downtown art activities was included within the mission and activities of the DBA. This would eliminate the need for the Creative District Ordinance and Executive Committee. For example, the DBA is already developing new marketing materials and a website that prominently promote downtown Parker as a destination for arts, culture and creative activity.

### FINANCIAL IMPACT

---

For 2018, the Council has already approved a budget of \$5,000 to support Creative District activities and promotion. Now that the DBA has achieved non-profit status, these funds can be re-directed to support art activities and related promotional efforts developed and managed by the DBA. The primary criterion for release of the funds to the DBA will be that the activities for which they seek funding support must enhance, develop and promote arts, culture and

creative activity within downtown Parker.

### **STRATEGIC GOAL(S)**

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**FOSTER COMMUNITY  
CREATIVITY AND  
ENGAGEMENT**



**ENHANCE ECONOMIC  
VITALITY**

### **ATTACHMENTS**

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1. Ordinance No. 1.477.1

### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 1.447.1 on second reading.

ORDINANCE NO. 1.447.1, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE TO REPEAL CHAPTER 2.09 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER CREATIVE DISTRICT**

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

**Section 1.** Chapter 2.09 of the Parker Municipal Code is repealed in its entirety.

**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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

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James S. Maloney, Town Attorney



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Doreen Jokerst, Commander

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 5.74.1 - Second Reading**  
**A Bill for an Ordinance to Amend Sections 6.06.070 and 6.06.080 of the Parker Municipal Code Concerning the Restriction of Open Fires, Open Burning and Fireworks in the Town of Parker During Certain Fire Conditions**

**Department:** Police Department, Doreen Jokerst

### EXECUTIVE SUMMARY

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Amend Section 6.06.080 of the Parker Municipal Code to allow for commercial fireworks during a Stage 2 Fire Ban.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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Currently, professional commercial fireworks shows are not permitted during a Stage 2 Fire Ban. The Town of Parker staff recommends allowing a professional commercial fireworks show during a Stage 2 Fire Ban when additional safety provisions and mitigation measures are provided during the show. Under the proposed Ordinance, a professional commercial fireworks show during a Stage 2 Fire Ban is allowed if approved by the Emergency Manager after consultation with South Metro Fire Rescue Authority.

### FINANCIAL IMPACT

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None

### STRATEGIC GOAL(S)

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY



**ATTACHMENTS**

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1. Ordinance No. 5.74.1

**RECOMMENDED MOTION**

---

I move to approve Ordinance No. 5.74.1 on second reading.

ORDINANCE NO. 5.74.1, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 6.06.070 AND 6.06.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE RESTRICTION OF OPEN FIRES, OPEN BURNING AND FIREWORKS IN THE TOWN OF PARKER DURING CERTAIN FIRE CONDITIONS**

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

**Section 1.** Section 6.06.070 of the Parker Municipal Code is amended to read as follows:

**6.06.070 Stage 1 Exceptions.**

Except where the Emergency Manager has elevated Fire and Burning restrictions to Stage 2 (enacted in cases of most extreme fire danger), the following shall be excepted from Section 6.06.060 during Stage 1 restrictions:

\* \* \*

(6) Professional fireworks displays. If permitted ~~according to C.R.S. § 12-28-103~~ by the Emergency Manager, following consultation with the South Metro Fire Rescue Authority, subject to C.R.S. § 24-33.5-2003, and any mitigation measures required by the Emergency Manager.

**Section 2.** Section 6.06.080 of the Parker Municipal Code is amended to read as follows:

**6.06.080 Stage 2 Exceptions.**

The Emergency Manager may impose Stage 2 Fire and Burning restrictions in cases of the most extreme fire danger. When Stage 2 restrictions are imposed, the only exceptions to Section 6.06.060 are:

\* \* \*

(6) Professional fireworks displays. If permitted by the Emergency Manager, following consultation with the South Metro Fire Rescue Authority, subject to C.R.S. § 24-33.5-2003, and any mitigation measures required by the Emergency Manager.

**Section 3.** Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney



## Request for Town Council Action

**Date:** February 5, 2018

**Submitted By:** Doreen Jokerst, Commander

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 5.06.39.1 - Second Reading**  
**A Bill for an Ordinance Amending Title 7 of the Parker Municipal Code Authorizing the Community Service Officer to Remove or Impound Abandoned Motor Vehicles on Public Property**

**Department:** Police Department, Doreen Jokerst

### EXECUTIVE SUMMARY

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This amendment will allow Neighborhood Services to impound an abandoned vehicle without requesting a response from a police officer.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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Currently, a Neighborhood Services officer must call a police officer to stand by when towing an abandoned vehicle, tying up two resources. The proposed Ordinance would allow Neighborhood Services to authorize the towing of vehicles without calling a police officer.

### FINANCIAL IMPACT

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None

### STRATEGIC GOAL(S)

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

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1. Ordinance No. 5.06.39.1

**RECOMMENDED MOTION**

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I move to approve Ordinance No. 5.06.39.1 on second reading.



ORDINANCE NO. 5.06.39.1, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE AMENDING TITLE 7 OF THE PARKER MUNICIPAL CODE AUTHORIZING THE COMMUNITY SERVICE OFFICER TO REMOVE OR IMPOUND ABANDONED MOTOR VEHICLES ON PUBLIC PROPERTY**

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

**Section 1.** Section 7.01.020 of the Parker Municipal Code is hereby amended by the addition thereto of a new Paragraph (b)(47.5) to read as follows:

**7.01.020 Adoption of Model Traffic Code.**

\* \* \*

(b) Amendments. The 2010 edition of the *Model Traffic Code* is adopted as if set out at length, save and except the following additions, deletions or modifications:

\* \* \*

(47.5) Subsection 1803, Subsections (1)(a) and (2), of the *Model Traffic Code* is modified to read as follows:

“(1)(a) No person shall abandon any motor vehicle upon public property. Any sheriff, undersheriff, deputy sheriff, police officer, **Parker Community Service Officer**, marshal, Colorado state patrol officer, or agent of the Colorado bureau of investigation who finds a motor vehicle, that such officer has reasonable grounds to believe has been abandoned, shall require such motor vehicle to be removed or cause the same to be removed and placed in storage in any impound lot designated or maintained by the law enforcement agency employing such officer.

“(2) Whenever any sheriff, undersheriff, deputy sheriff, police officer, **Parker Community Service Officer**, marshal, Colorado state patrol officer, agent of the Colorado bureau of investigation, or agency employee finds a motor vehicle, vehicle, cargo, or debris, attended or unattended, standing upon any portion of a highway right-of-way in such a manner as to constitute an obstruction to traffic or proper highway maintenance, such officer or agency employee is authorized to cause the motor vehicle, vehicle, cargo, or debris to be moved to eliminate any such obstruction; and neither the officer, the agency employee, nor anyone acting under the direction of such officer or employee shall be liable for any damage to such motor vehicle, vehicle, cargo, or debris occasioned by such removal. The removal process is intended to clear the obstruction, but such activity should create as little damage as possible to the vehicle,

or cargo, or both. No agency employee shall cause any motor vehicle to be moved unless such employee has obtained approval from a local law enforcement agency of a municipality, county, or city and county, the Colorado bureau of investigation, or the Colorado state patrol.”

**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.**    The provisions of this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney