

TOWN OF PARKER COUNCIL AGENDA
February 20, 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. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

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

6. **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***

February 5, 2018

February 12, 2018

B. ***ORDINANCE NO. 8.28.5 - First Reading***

A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code Regarding Sales and Use Tax Concerning Television and Entertainment Services

Department: Finance, Mary Lou Brown

Second Reading: March 5, 2018

- C. *RESOLUTION NO. 18-015*
A Resolution Providing Consent to the Exclusion of Property from Westcreek Metropolitan District No. 2, and to the Inclusion of the Same Property Within Westcreek Metropolitan District No. 1
Department: Town Attorney, Jim Maloney
- D. *RESOLUTION NO. 18-016*
A Resolution To Adopt Town Council Policy Statement 1-2018 Concerning General Fund Reserve Policy
Department: Finance, Mary Lou Brown
- E. *RESOLUTION NO. 18-025*
A Resolution Accepting the Conveyance of Real Property from Stroh Ranch Development, LLC, for a Detention Pond
Department: Engineering, Alex Mestdagh
- F. *RESOLUTION NO. 18-026*
A Resolution Approving the Form of District Operating Agreement Among Hess Ranch Metropolitan District No. 1, Hess Ranch Metropolitan District No. 2 and Hess Ranch Metropolitan District No. 3
Department: Town Attorney, Jim Maloney
- G. *RESOLUTION NO. 18-027*
A Resolution to Consent to the Assignment and Assumption Agreement (TOP Agreement) By and Between Stroh Ranch Development, LLC, and JEN Colorado 18, LLC
Department: Town Attorney, Jim Maloney
- H. *CONTRACTS OVER \$100,000*
1. *2018 Townwide Roadway Reconstruct Program (CIP 18-003)*
Amount: \$1,109,227.60
Contractor: T & M Construction
Department: Public Works and Engineering, Tom Gill
2. *Schoolhouse Plaza and Parking Project Professional Services Agreement (RFP-17-008)*
Amount: \$118,115
Contractor: DHM Design
Department: Cultural, Elaine Mariner

7. **PUBLIC HEARINGS**

RESOLUTION NO. 18-014

A Resolution to Adopt the Parks, Recreation and Open Space Master Plan: 2018-2022, as a Part of the Parker 2035 Master Plan

**Department: Parks, Recreation & Open Space, Dennis Trapp
Community Development, Mary Munekata**

8. ORDINANCES

A. ORDINANCE NO. 5.23.9 - Second 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

B. ORDINANCE NO. 9.266.1 - Second 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

C. ORDINANCE NO. 9.259.1 - Second 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

D. MAINSTREET CENTER AMENDMENT 1 LOT 1B - Parker Tap House

Applicant: Town of Parker

Location: 19640 Mainstreet

**Department: Community Development, Carolyn Parkinson
Community Development, Weldy Feazell**

TRAKiT No.: SP16-046

(1) ORDINANCE NO. 1.480.5 - Second Reading

A Bill for an Ordinance to Approve the Reinstatement of and Fifth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of Parker and ACG, LLC, Concerning the Gym Property

(2) RESOLUTION NO. 18-018

A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for the Parker Tap House

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

February 20, 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

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

2. *Town of Parker v. Douglas County*, Douglas County District Court
3. *South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment*, Douglas County District Court

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 5, 2018**

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

Jim Maloney announced the topics for the Executive Session were six (6) items. He stated the Subdivision Agreement between the Town and Mustang Development Company, LLC, dated May 15, 2006, for Pine Bluffs Filing No. 4 would be discussed at another date. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was the proposed economic incentive concerning Chambers Highpoint Property, Pine Bluffs Commercial Property, Takota Tavern, and Gander Mountain Outdoors; and the second was the Tap House purchase and sale agreement; under C.R.S. § 24-6-402(4)(b) there were four (4) items, the first was *Town of Parker v. Douglas County*, Douglas County District Court; the second item was *Ironstone/Stroh Ranch HOAs v. Town of Parker*, Douglas County District Court; the third was *Town of Parker v. Oltmann, et al*, Douglas County District Court; and the fourth item was South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, Douglas County District Court.

EXECUTIVE SESSION

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

The motion was approved unanimously.

Renee Williams moved and John Diak seconded to recess the Executive Session at 6:58 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:03 p.m. Webelos Pack 396 led the Pledge of Allegiance. Legend High School students were also in attendance.

SPECIAL PRESENTATIONS - None

PARKER CHAMBER OF COMMERCE UPDATES - None

DOWNTOWN BUSINESS ALLIANCE

Shelley Mango and Theresa Hawkins were present. Shelley reported that for 2018 there would be four committees: a fund raising events committee, a marketing committee which would be working on the website, a government action committee, and the Parker Creative District Committee.

PUBLIC COMMENTS – None

REPORT, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES*

January 2, 2018

January 15, 2018

- 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

Department: Town Council

Joshua Rivero moved to approve Consent Agenda Items 7A through 7N.

Josh Martin seconded the motion.

The motion was approved unanimously.

TOWN ADMINISTRATOR – None

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

7:18 PM

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.

The applicant, Allison Guiters and Shannon Robbins were present and provided a brief description of the project stating there are two properties, one is owned by Kime and the other is owned by Reiboldt. It is anticipated that 170 single family units will be built on the site.

Public Comment - None

Dennis Fields, 1153 Brush Drive, Parker, Colorado. He stated that it was more urban sprawl and is incompatible with the horse properties that are in the area. Traffic will increase and will have an impact on the wildlife. He ask that a wildlife impact study be done in the area. He asked Council to vote no.

Public comments were closed at 7:25 p.m.

Joshua Rivero moved to approve Resolution No. 18-013 and set the annexation ordinance hearing on August 20, 2018.

Renee Williams seconded the motion.

The motion was approved unanimously.

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**

7:31 PM

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. The Planning Commission approved the application on January 11, 2018.

The Applicants were available for questions.

Public Comment: None

John Diak moved 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.

Josh Martin seconded the motion.

The motion passed unanimously.

Josh Martin moved to approve the First Amendment to Subdivision Agreement Parker Keystone Filing No. 1, First Amendment, based on staff findings.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

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

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.

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.

Annexation of the property will happen at a later date.

Public Comment: None

Josh Martin moved to approve Resolution No. 18-009.

Renee Williams seconded the motion.

The motion was approved unanimously.

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**

The Creative District Executive Committee recommended 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.

Public Comment: None

Joshua Rivero moved to approve Ordinance No. 1.447.1 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

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**

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.

Public Comment - None

John Diak moved to approve Ordinance No. 5.74.1 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

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**

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.

Public Comment - None

Josh Martin moved to approve Ordinance No. 5.06.39.1 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

Renee Williams moved and Josh Martin seconded to go back into Executive Session at 7:59 p.m.

The motion was approved unanimously.

The Executive Session reconvened at 8:04 p.m.

Renee Williams moved and Josh Martin seconded to come out of Executive Session at 8:34 p.m.

The motion was approved unanimously.

The Regular Town Council meeting was adjourned at 8:34 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
SPECIAL MEETING
FEBRUARY 12, 2018**

Mayor Mike Waid called the Special Town Council meeting to order at 5:35 p.m.
Councilmember Debbie Lewis was absent.

CONSENT AGENDA

TAP HOUSE EXTENSIONS

ORDINANCE NO. 1.480.5 - First Reading

A Bill for an Ordinance to Approve the Reinstatement of and Fifth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of Parker and ACG, LLC, Concerning the Gym Property

Department: Community Development, Weldy Feazell

Second Reading: February 20, 2018

Josh Martin moved to approve Ordinance No. 1.480.5 on first reading and schedule second reading for February 20, 2018, as part of the Consent Agenda.

Amy Holland seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 5:36 p.m.

Chris Vanderpool, Deputy Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: February 20, 2018

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.28.5 - First Reading**
A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code Regarding Sales and Use Tax Concerning Television and Entertainment Services

Department: Finance, Mary Lou Brown
Second Reading: March 5, 2018

EXECUTIVE SUMMARY

From time to time, minor modifications are required to ensure the intended result of the local sales and use tax code. The change before Town Council is the proposal to amend Section 4.03.030 of the Parker Municipal Code by deleting the definition of "television and entertainment services." Section 4.03.190 subsection (a)(7) of the Parker Municipal Code will be deleted. Neither of these changes constitute a change in tax policy requiring voter approval under TABOR and all of the proposed changes revenue neutral.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

From time to time as part of administering a local sales and use tax code, minor modifications are required to ensure the intended result. Staff has determined, following careful review that none of the changes proposed by this ordinance constitute a change in tax policy requiring voter approval under TABOR and that all of the proposed changes are revenue neutral. The change will be to amend Section 4.03.030 of the Parker Municipal Code by deleting the definition of "television and entertainment services" and delete Section 4.03.190 subsection (a)(7) of the Parker Municipal Code with subsequent subsections being renumbered as appropriate.

FINANCIAL IMPACT

The proposed changes are revenue neutral.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 8.28.5

RECOMMENDED MOTION

I move to approve Ordinance No. 8.28.5 on first reading and to schedule second reading for March 5, 2018, as part of the consent agenda.

ORDINANCE NO. 8.28.5, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 4.03 OF THE PARKER MUNICIPAL CODE REGARDING SALES AND USE TAX CONCERNING TELEVISION AND ENTERTAINMENT SERVICES

WHEREAS, from time to time as part of administering a local sales and use tax code, minor modifications are required to ensure the intended result; and

WHEREAS, the Town Council has determined, following careful review and recommendation by staff, that none of the changes proposed by this ordinance constitute a change in tax policy requiring voter approval under TABOR and that all of the proposed changes are revenue neutral.

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

Section 1. Section 4.03.030 of the Parker Municipal Code is hereby amended to delete the definition of "television and entertainment services."

Section 2. Section 4.03.190, Paragraph (a)(7) of the Parker Municipal Code is hereby deleted with the subsequent Paragraphs to be renumbered as appropriate.

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.

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



Request for Town Council Action

Date: February 20, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-015**
A Resolution Providing Consent to the Exclusion of Property from Westcreek Metropolitan District No. 2, and to the Inclusion of the Same Property Within Westcreek Metropolitan District No. 1

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

West Creek Metropolitan District Nos. 1 and 2 ("Districts 1-2") are requesting that the Town Council consent to the exclusion of Tract E Westcreek Filing No. 1, Third Amendment ("Tract E") from District No. 2 and the inclusion of Tract E within District No. 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the service plan for Districts 1 and 2 on October 2, 2006. Tract E is a 5.025-acre parcel located in District No. 2 which is a "commercial district." The Districts desire to move Tract E into District No. 1, which is a "residential district". The service plan requires Town Council consent before Tract E can be excluded from District No. 2 and included in District No. 1.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-015
2. Westcreek Inclusion Consent - Packet Materials (2-7-18)

RECOMMENDED MOTION

I move to approve Resolution No. 18-015, as a part of the Consent Agenda.

RESOLUTION NO. 18-015, Series of 2018

TITLE: A RESOLUTION PROVIDING CONSENT TO THE EXCLUSION OF PROPERTY FROM WESTCREEK METROPOLITAN DISTRICT NO. 2, AND TO THE INCLUSION OF THE SAME PROPERTY WITHIN WESTCREEK METROPOLITAN DISTRICT NO. 1

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. Service Plans for the organization of Westcreek Metropolitan District No. 1 (“District No. 1”) and Westcreek Metropolitan District No. 2 (“District No. 2”) were approved by the Town of Parker by the adoption of Resolution No. 06-082 and Resolution No. 06-083, on October 2, 2006; and

B. First Amendments to the Service Plans for District No. 1 and District No. 2 (collectively, “the Districts”) were approved by the Town of Parker by the adoption of Resolution No. 11-007; and

C. The Districts were duly organized pursuant to Title 32 of the Colorado Revised Statutes following an election of the eligible electors in the Districts held on November 7, 2006; and

D. Paragraph V.A.7 of the Service Plan for District No. 1 provides in pertinent part that District No. 1 shall not include within any of its boundaries any property outside its Service Area without the consent of the Town Council; and

E. The Districts desire to exclude from the boundaries of District No. 2 and include within the boundaries of District No. 1 that certain 5.025-acre parcel of land legally described as Tract E, Westcreek Filing No. 1, Third Amendment (“Tract E”); and

F. Tract E is not within District No. 1’s Service Area as defined within its Service Plan, and therefore Town Council consent is required for inclusion of such Tract E within the boundaries of District No. 1; and

G. The boundaries of the Districts and of Tract E are located entirely within the Town of Parker; and

H. The Town Council, by this Resolution, desires to provide its consent to the exclusion of Tract E from District No. 2 and to the inclusion of Tract E within District No. 1.

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

Section 1. Acting pursuant to Section V.A.7 of the Service Plan for the Westcreek Metropolitan District No. 1, and based upon the above findings and representations by and on behalf of Westcreek Metropolitan District Nos. 1 and 2, the Town Council of the Town of Parker hereby consents to the exclusion from Westcreek Metropolitan District No. 2 of that certain 5.025-

acre parcel of land legally described as Tract E, Westcreek Filing No. 1, Third Amendment (“Tract E”), and to the inclusion of said Tract E within the boundaries of the Westcreek Metropolitan District No. 1. Such inclusion is subject to all other applicable provisions of the Service Plans and of all applicable law.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

MEMORANDUM

TO: James S. Maloney, Town Attorney
Town of Parker

FROM: Samuel J. Light 

DATE: February 7, 2018

SUBJECT: Request for Town Consent to Exclusion of Property from Westcreek Metropolitan District No. 2 and Inclusion within Westcreek Metropolitan District No. 1

This memo is written in regards to the enclosed letter from counsel for Westcreek Metropolitan District Nos. 1 and 2 (the "Districts") requesting Town Council consent to exclusion from District No. 2 of Tract E, Westcreek Filing No. 1, Third Amendment ("Tract E") and inclusion of Tract E within District No. 1. Included with this memo is District counsel's request letter, a Town Council resolution consenting to the exclusion/inclusion, a current boundary map for the Districts, and a copy of the plat showing the location of Tract E.

Tract E is a 5.025-acre parcel currently located in District No. 2. The Districts are requesting consent to exclusion of Tract E from District No. 2, and inclusion into District No. 1, based on the potential residential uses of Tract E. At the time of creation of the Districts, lands within the Districts' service areas were designated for a mix of residential and commercial uses. As such, the Service Plans anticipate that as areas are finally identified and/or developed as commercial or residential, the Districts will undertake inclusions and exclusions to ensure that residential properties are solely within District No. 1 and commercial properties are solely within District No. 2.

Section V.A.7 of the Service Plan for District No. 1 provides that District No. 1 shall not include within its boundaries any property outside its Service Area without Town Council consent. As Tract E is outside District No. 1's current Service Area (see attached boundary map), moving Tract E from District No. 2 to District No. 1 requires Town Council consent. The enclosed Town Council resolution provides this consent. In addition to this consent, the Districts will need to complete an exclusion and inclusion in compliance with the Special District Act.

If you have any questions, please contact me.

Attachments:

1. Norton & Smith, P.C. February 7, 2018 Letter Requesting Consent
2. Town Council Resolution of Consent
3. Districts' Boundary Map
4. Copy of Westcreek Filing No. 1, Third Amendment Plat, w/ Tract E highlighted

NORTON & SMITH, P.C.

Charles E. Norton
Erin M. Smith

Attorneys at Law
1331 17th Street, Suite 500
Denver, Colorado 80202-1555
Telephone (303) 292-6400
Facsimile (303) 292-6401

Kristin N. Cisowski
Of Counsel
The Phillips Law Office, LLC

February 7, 2018

VIA EMAIL

Samuel J. Light
Light Kelly & Dawes, PC
101 University Boulevard, Suite 210
Denver, CO 80206
slight@lightkelly.com

**Re: Town of Parker Consent for Inclusion of Tract E (5.025 AC) into the
Westcreek Metropolitan District No. 1**

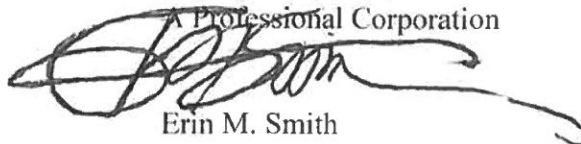
Dear Mr. Light:

Please consider this a formal request for Town Council consent. By way of explanation, I am enclosing the Westcreek Filing No. 1, Third Amendment Plat. Please refer to Sheet 4 of 6. The parcel that is the subject of the proposed inclusion into the Westcreek Metropolitan District No. 1 (residential district) is Tract E (5.025 AC). Tract E is outside the Westcreek Metropolitan District No. 1's Service Area (see enclosed District Map). As such, the Town Council's consent is required (see Par. V.A.7 of the Westcreek Metropolitan District No. 1 Service Plan). The District is requesting that the Town Council consent to the inclusion of Tract E. My clients are requesting that the requested consent be scheduled for the February 19th Town Council meeting or at the latest, March 5th, subject to there being an opening, of course. When the Town Council last gave its consent, on inclusion of a parcel of property into the Westcreek Metropolitan District No. 1, it did so as part of the consent agenda.

Thank you for your courtesies regarding this matter.

Cordially,

NORTON & SMITH,
A Professional Corporation



Erin M. Smith

EMS/wbw
Enclosure(s)

RESOLUTION NO. 18-015, Series of 2018

TITLE: A RESOLUTION PROVIDING CONSENT TO THE EXCLUSION OF PROPERTY FROM WESTCREEK METROPOLITAN DISTRICT NO. 2, AND TO THE INCLUSION OF THE SAME PROPERTY WITHIN WESTCREEK METROPOLITAN DISTRICT NO. 1

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. Service Plans for the organization of Westcreek Metropolitan District No. 1 (“District No. 1”) and Westcreek Metropolitan District No. 2 (“District No. 2”) were approved by the Town of Parker by the adoption of Resolution No. 06-082 and Resolution No. 06-083, on October 2, 2006; and

B. First Amendments to the Service Plans for District No. 1 and District No. 2 (collectively, “the Districts”) were approved by the Town of Parker by the adoption of Resolution No. 11-007; and

C. The Districts were duly organized pursuant to Title 32 of the Colorado Revised Statutes following an election of the eligible electors in the Districts held on November 7, 2006; and

D. Paragraph V.A.7 of the Service Plan for District No. 1 provides in pertinent part that District No. 1 shall not include within any of its boundaries any property outside its Service Area without the consent of the Town Council; and

E. The Districts desire to exclude from the boundaries of District No. 2 and include within the boundaries of District No. 1 that certain 5.025-acre parcel of land legally described as Tract E, Westcreek Filing No. 1, Third Amendment (“Tract E”); and

F. Tract E is not within District No. 1’s Service Area as defined within its Service Plan, and therefore Town Council consent is required for inclusion of such Tract E within the boundaries of District No. 1; and

G. The boundaries of the Districts and of Tract E are located entirely within the Town of Parker; and

H. The Town Council, by this Resolution, desires to provide its consent to the exclusion of Tract E from District No. 2 and to the inclusion of Tract E within District No. 1.

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

Section 1. Acting pursuant to Section V.A.7 of the Service Plan for the Westcreek Metropolitan District No. 1, and based upon the above findings and representations by and on behalf of Westcreek Metropolitan District Nos. 1 and 2, the Town Council of the Town of Parker hereby consents to the exclusion from Westcreek Metropolitan District No. 2 of that certain 5.025-

acre parcel of land legally described as Tract E, Westcreek Filing No. 1, Third Amendment (“Tract E”), and to the inclusion of said Tract E within the boundaries of the Westcreek Metropolitan District No. 1. Such inclusion is subject to all other applicable provisions of the Service Plans and of all applicable law.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ALTA/ACSM LAND TITLE SURVEY

WESTCREEK
A PART OF THE EAST HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 3 OF 9

WESTCREEK, E 1/2 SECTION 9 & NW 1/4 SECTION 10, T6S, R66W
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
ALTA / ACSM LAND TITLE SURVEY

CARROLL & LANGE-MANHARD

3-9

DISTRICT BOUNDARY SHEET

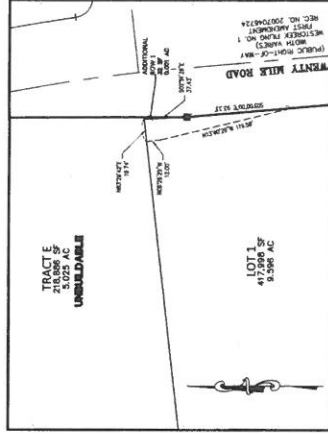
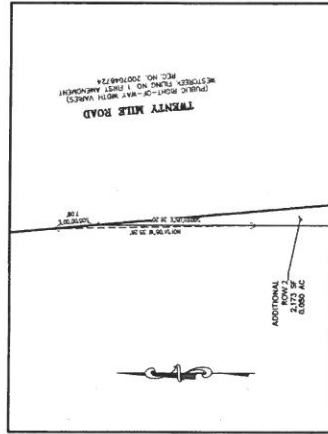
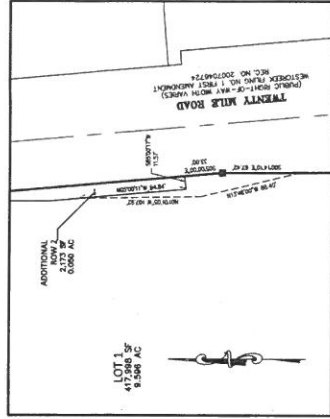
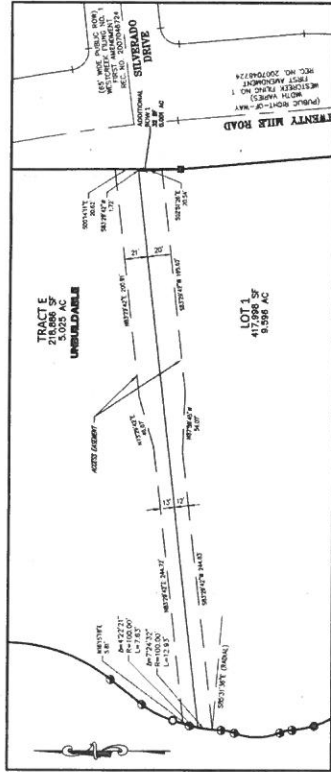


DISTRICT BOUNDARY SHEET

WESTCREEK FILING NO. 1, THIRD AMENDMENT

A REPLAT OF TRACT D, WESTCREEK FILING NO. 1, FIRST AMENDMENT RECORDED AT RECEPTION NO. 2007046724, AND TRACT C, WESTCREEK FILING NO. 1 FIRST AMENDMENT TRACT C SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NO. 2008036536, A PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

15.807 ACRES - 2 TRACTS - 1 LOT
SHEET 6 OF 6



DATE OF PREPARATION	03-20-2017	
	AS SHOWN	
DEVELOPER	NEIGEN WESTCREEK HOLDINGS, LLC	
	5251 DIC PARKWAY, STE. 800 GREENWOOD VILLAGE, CO 80111	
AZTEC CONSULTANTS, INC.		15807 ACRES - 2 TRACTS - 1 LOT
AZTEC CONSULTANTS, INC.		15807 ACRES - 2 TRACTS - 1 LOT



Request for Town Council Action

Date: February 20, 2018

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-016**
A Resolution To Adopt Town Council Policy Statement 1-2018 Concerning General Fund Reserve Policy

Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

It is essential the Town of Parker maintain an adequate working reserve in order to mitigate current and future risks such as revenue shortfalls and unanticipated expenditures as well as to ensure stable tax rates. An adequate working reserve is a critical consideration to the Town's long-term financial planning.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In its General Fund, the Town will maintain a minimum working reserve balance of no less than 25% of the current fiscal year's budgeted and amended budgeted operating expenditures, including transfers.

While targeting to maintain an annual working reserve of no less than 25%, the Town understands there may be circumstances which warrant the use of these funds temporarily. The Town has established the following instances where it may elect to temporarily use these funds:

- An economic downturn in which actual revenues received are below the budgeted amount;
- Early retirement of indebtedness; and
- Unexpected and non-budgeted emergencies, natural disaster costs and/or litigation.

In the event the General Fund working reserve balance drops below 25%, the Town will, concurrently: (1) decide to utilize its working reserve funds; and (2) create a written plan to replenish fund balance reserves during the subsequent budget year to 25% by controlling

operating expenditures, adjusting operations and/or dedicating excess or specific revenue sources. If the instances identified above extend beyond one fiscal year, replenishing the fund balance reserves may extend to one year beyond the termination of the qualifying event.

The Town's Finance Director will be responsible for reviewing the General Fund Working Reserve Policy semiannually in connection with the Town's annual budgeting process and in preparation of year-end financial statements to ensure the Town is maintaining an adequate working reserve level as established by this policy. The monthly financial reports distributed to Town Council and posted on the website will contain a monthly update on the cash reserve balance.

FINANCIAL IMPACT

There is no financial impact at this time. If and when the General Fund working reserve balance were to fall below 25%, steps would be taken then to bring the balance back to the required level.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-016

RECOMMENDED MOTION

I move to approve Resolution No. 18-016, as part of the consent agenda.

RESOLUTION NO. 18-016, Series of 2018

TITLE: A RESOLUTION TO ADOPT TOWN COUNCIL POLICY STATEMENT 1-2018 CONCERNING GENERAL FUND RESERVE POLICY

WHEREAS, the Town Council desires to adopt a policy to provide for an adequate working reserve in the Town's General Fund; and

WHEREAS, the Town Council desires to maintain an annual working reserve on the Town General Fund of not less than twenty-five percent (25%).

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

Section 1. The Town Council of the Town of Parker hereby adopts Town Council Policy Statement 1-2018, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

TOWN OF PARKER COUNCIL POLICY STATEMENT

Number: 1-2018

Effective Date: February 20, 2018

Page 1 of 1

Subject: General Fund Working Reserve Policy

Intent

It is essential the Town of Parker maintain an adequate working reserve in order to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, as well as to ensure stable tax rates. An adequate working reserve is a critical consideration to the Town's long-term financial planning.

Policy

In its General Fund, the Town will maintain a minimum working reserve balance of no less than 25% of the current fiscal year's budgeted and amended budgeted operating expenditures, including transfers.

While targeting to maintain an annual working reserve of no less than 25%, the Town understands there may be circumstances which warrant the Town use these funds temporarily. The Town has established the following instances where it may elect to use these funds:

- o An economic downturn in which actual revenues received are below the budgeted amount;
- o Early retirement of indebtedness; and
- o Unexpected and nonbudgeted emergencies, natural disaster costs and/or litigation.

In the event the General Fund working reserve balance drops below 25%, the Town will, concurrently in deciding to utilize its working reserve funds, create a written plan to replenish fund balance reserves during the subsequent budget year to the then-required level by controlling operating expenditures, adjusting operations and/or dedicating excess or specific revenue sources. If the instances identified above extend beyond one fiscal year, replenishing the fund balance reserves may extend to one year beyond the termination of the qualifying event.

The Town's Finance Director will be responsible for reviewing the General Fund Working Reserve Policy semiannually in connection with the Town's annual budgeting process and in preparation of year-end financial statements to ensure the Town is maintaining an adequate working reserve level as established by this policy. The monthly financial reports distributed to Town Council and posted on the website will contain a monthly update on the cash reserve balance.



Request for Town Council Action

Date: February 20, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-025**
A Resolution Accepting the Conveyance of Real Property
from Stroh Ranch Development, LLC, for a Detention Pond

Department: Engineering, Alex Mestdagh

EXECUTIVE SUMMARY

This item accompanies a resolution accepting conveyance of a drainage easement covering a detention pond and associated storm drainage infrastructure proposed with the Trails at Crowfoot, Filing No. 1 Subdivision.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for a regional detention pond proposed with the Trails at Crowfoot, Filing No. 1. Because this pond is located on the adjacent property, which will not be platted with this subdivision, the easements need to be dedicated via separate instrument. This resolution will not go into effect until the property owner provides a signed easement agreement to the Town.

FINANCIAL IMPACT

Per Town criteria, this pond will be eligible for maintenance assistance from the Town's Stormwater Utility. This pond will also be eligible for maintenance assistance from the Urban Drainage and Flood Control District.

STRATEGIC GOAL(S)



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 18-025

RECOMMENDED MOTION

“I move to approve Resolution No. 18-025, as a part of the consent agenda, subject to Stroh Ranch Development, LLC, signing the Drainage Easement Agreement attached as Exhibit A to the Resolution.”

Trails at Crowfoot Filing No. 1 Drainage Easement Vicinity Map

Hess Ranch
(future development)

Drainage Easement
(To Be Accepted)

Richlawn
Estates

Future Chambers
Road/Bayou Gulch
Road alignment

Crowfoot Valley Road

Trails at Crowfoot
(proposed development)



RESOLUTION NO. 18-025, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM STROH RANCH DEVELOPMENT, LLC, FOR A DETENTION POND

WHEREAS, on September 21, 2015, the Town Council of the Town of Parker approved “A Bill for an Ordinance Rezoning Certain Property as the Hess Ranch Property, to PD-Planned Development pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith Upon the Satisfaction of Certain Conditions” (the “Hess Ranch Development Plan”);

WHEREAS, on September 21, 2015, the Town Council approved the “Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property)” (the “Hess Ranch Annexation Agreement”);

WHEREAS, on August 1, 2016, the Town Council approved “A Resolution to Consent to the Assignment and Assumption Agreement (Hess Ranch) By and Between Stroh Ranch Development, LLC, and HR935, LLC,” concerning that portion of the Hess Ranch Property located east of Crowfoot Valley Road and commonly known as the “Orphan Parcel;”

WHEREAS, the Hess Ranch Development Plan generally describes a “Proposed Detention Pond” to be located generally west of the intersection of Chambers Road and Crowfoot Valley Road and contained within an “Open Space 16” area and further described as Pond 305, as provided in the Conceptual Drainage Report for the Hess Ranch Development prepared by Manhard Consulting, dated June 26, 2015 (the “Detention Pond”), which Detention Pond is for the benefit of the Orphan Parcel;

WHEREAS, preliminary engineering for the Detention Pond revealed that the location of the Detention Pond west of the intersection of Chambers Road and Crowfoot Valley Road did not meet the criteria contained in the Town of Parker Storm Drainage and Environmental Criteria Manual, necessitating the relocation of the Detention Pond to north of the intersection of Chambers Road and Crowfoot Valley Road and contained within an “Open Space 14” area, as described in the Hess Ranch Development Plan;

WHEREAS, the owner of the Orphan Parcel and the Town desire that the Detention Pond be relocated, as provided herein, and further desire that the owner of the Hess Ranch Property grant the easement described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the “Drainage Easement”) to the Town, which Drainage Easement is consented to by the Owner of the Orphan Parcel;

WHEREAS, the Town Council hereby determines that the relocation of the Detention Pond as described herein does not require an amendment to either the Hess Ranch Development Plan or the Hess Ranch Annexation Agreement;

WHEREAS, the Town hereby acknowledges and agrees that the relocation of the Detention Pond will not cause or require any other detention ponds identified in the Conceptual Drainage Report for the Hess Ranch Development prepared by Manhard Consulting, dated June

26, 2015, including the 309N Pond and related channels to be relocated and the Town will not require any changes to the 309N Pond and related channels, if such changes result from the relocation of the Detention Pond;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interest 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 foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. The Town Council of the Town of Parker hereby accepts the grant of the easement from Stroh Ranch Development, LLC, for a detention pond and appurtenant drainage facilities, as provided in the Drainage Easement Agreement attached as Exhibit 1, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 3. No amendment to the Hess Ranch Annexation Agreement or the Hess Ranch Development Plan is necessary due to the relocation of the Detention Pond as described in this Resolution, and the location of the Detention Pond, as depicted on **Exhibit 2** and incorporated herein, are approved.

Section 4. None of Stroh Ranch Development, LLC's or HR935, LLC's respective rights or obligations under the Hess Ranch Agreement or Hess Ranch Development Plan shall be affected by the relocation of the Detention Pond.

Section 5. Neither Stroh Ranch Development, LLC, nor HR935, LLC, shall have any obligation to design or build the detention pond in the original location in Open Space 16 as shown in the Hess Ranch Annexation Agreement; provided that the Detention Pond is designed and constructed in accordance with Town standards and within the Drainage Easement attached to this Resolution as Exhibit 1. Stroh Ranch Development, LLC, shall have no obligation to construct or maintain (1) the Proposed Drainage Pond at the current location; (2) the Drainage Pond as relocated, as provided by this Resolution; or (3) at any other location that is agreed to by Stroh Ranch Development, LLC, HR935, LLC, and/or the Town, subject to the approval and recordation of the Easement Agreement.

Section 6. Stroh Ranch Development, LLC, shall not have any obligation to relocate, modify the size or alter the construction of the regional trail to be constructed adjacent to Chambers Road and Lemon Gulch, as a result of the location of the Drainage Pond.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Stroh Ranch Development, LLC, a Colorado limited liability company, having an address at 5105 DTC Parkway, Suite 240, Greenwood Village, CO 80111 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of the construction and maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive easement under and through the Easement Property, for the purpose of constructing and providing for the maintenance of a detention pond and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a detention pond and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks; provided, however, that Grantee may not remove any regional trail improvements installed on or near the Easement Property, without prior written authorization from the Property Owner. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property. Neither the grant of the subject easement, nor the construction of the drainage facilities, shall trigger the obligation of Grantor to convey to Grantee the open space in which the Easement Property is located, pursuant to the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property) dated August 21, 2015, between Grantor and Grantee which encumbers the subject property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Hess Ranch Metropolitan District No. 3 (“District”); provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If District fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by District's failure to adequately maintain the drainage facilities located within the Easement Property. The District shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If District fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, Grantee may pursue any and all remedies available at law or in equity against the District. Grantor shall have no obligation to construct or maintain the drainage facilities that are the subject of this Easement Agreement.

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

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

GRANTOR: STROH RANCH DEVELOPMENT, INC., a Colorado limited liability company

By: _____
Gary L. Hunter, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Gary L. Hunter, as Manager, of Stroh Ranch Development, Inc., a Colorado limited liability company.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

CONSENT OF _____

_____ hereby consents to this Drainage Easement Agreement
as described herein.

[print name/title]

EXHIBIT A

LEGAL DESCRIPTION

POND PARCEL

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID 4 AND CONSIDERING EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 49°16'46" WEST, A DISTANCE OF 1072.78 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CROWFOOT VALLEY ROAD AS DESCRIBED IN QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2009075004 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 48°14'17" WEST, A DISTANCE OF 85.00 FEET;

THENCE NORTH 00°13'13" EAST, A DISTANCE OF 575.00 FEET;

THENCE NORTH 06°32'39" EAST, A DISTANCE OF 305.00 FEET;

THENCE NORTH 40°44'59" EAST, A DISTANCE OF 280.00 FEET;

THENCE NORTH 70°52'44" EAST, A DISTANCE OF 112.46 FEET;

THENCE NORTH 82°20'41" EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 45°15'30" EAST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 06°12'10" EAST, A DISTANCE OF 121.25 FEET;

THENCE SOUTH 51°11'16" WEST, A DISTANCE OF 445.00 FEET;

THENCE SOUTH 07°45'58" WEST, A DISTANCE OF 400.00 FEET;

THENCE SOUTH 41°11'15" WEST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 03°25'11" WEST, A DISTANCE OF 215.00 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT OF WAY LINE;

THENCE SOUTH 41°45'43" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 65.00 FEET TO THE **POINT OF BEGINNING**,

SAID PARCEL CONTAINING A CALCULATED AREA OF 285,930 SQUARE FEET OR 6.564 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

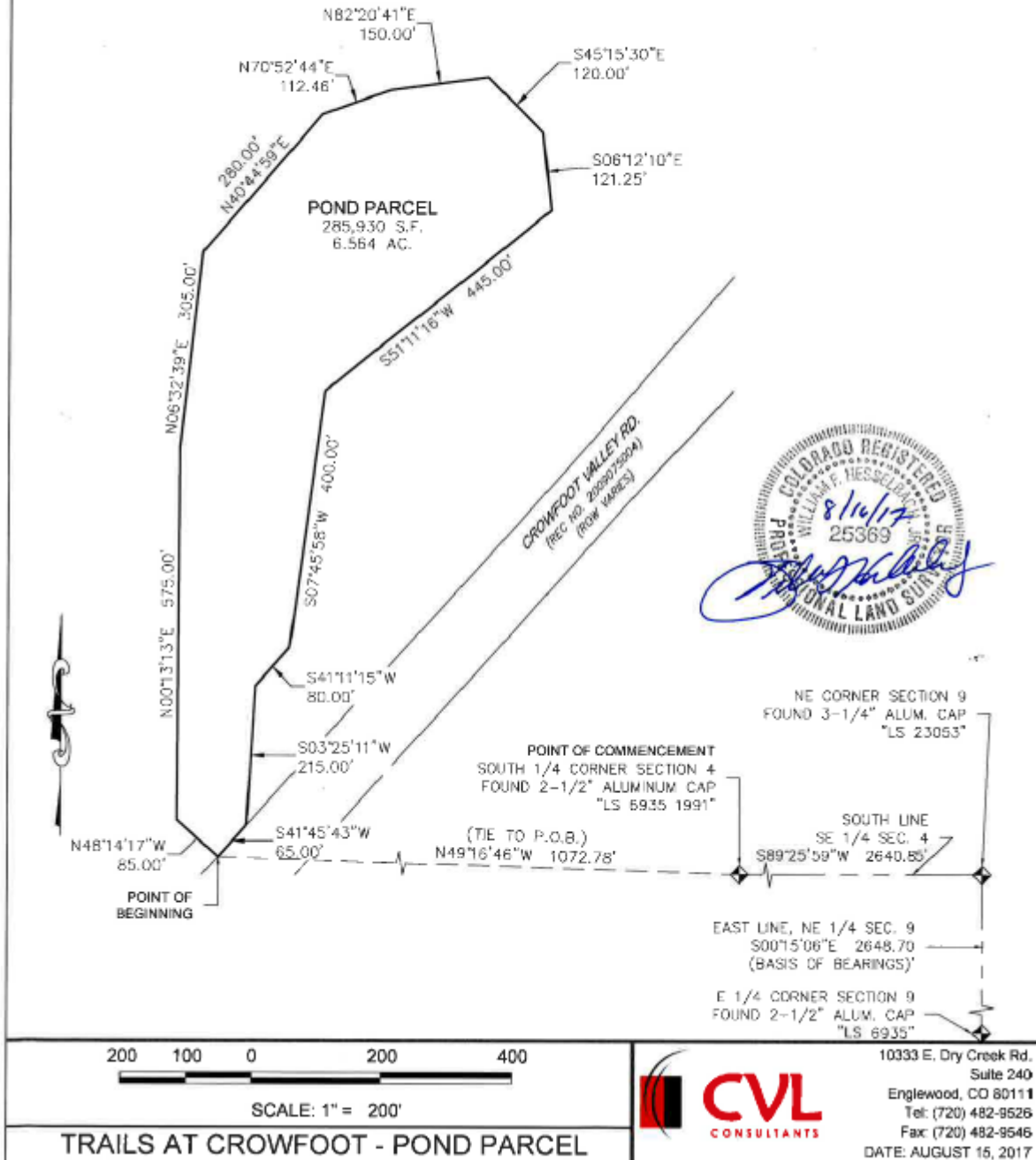
I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.


WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



ILLUSTRATION FOR EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



LEGAL DESCRIPTION

TWO DRAINAGE EASEMENTS, 50.00 FEET IN WIDTH SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DRAINAGE EASEMENT A

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID 4 AND CONSIDERING EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 14°50'03" WEST, A DISTANCE OF 1953.30 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 82°20'41" WEST, A DISTANCE OF 50.31 FEET;

THENCE NORTH 13°59'21" WEST, A DISTANCE OF 68.64 FEET;

THENCE NORTH 76°00'39" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 13°59'21" EAST, A DISTANCE OF 74.19 FEET TO THE **POINT OF BEGINNING**,

SAID DRAINAGE EASEMENT A CONTAINING A CALCULATED AREA OF 3,571 SQUARE FEET OR 0.082 ACRE, MORE OR LESS.

DRAINAGE EASEMENT B

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID 4 AND CONSIDERING EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 09°52'22" WEST, A DISTANCE OF 1846.29 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 45°15'30" WEST, A DISTANCE OF 64.71 FEET;

THENCE NORTH 05°20'25" EAST, A DISTANCE OF 211.97 FEET;

THENCE SOUTH 84°39'35" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 05°20'25" WEST, A DISTANCE OF 253.04 FEET TO THE **POINT OF BEGINNING**,

SAID DRAINAGE EASEMENT B CONTAINING A CALCULATED AREA OF 11,625 SQUARE FEET OR 0.267 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTIONS AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

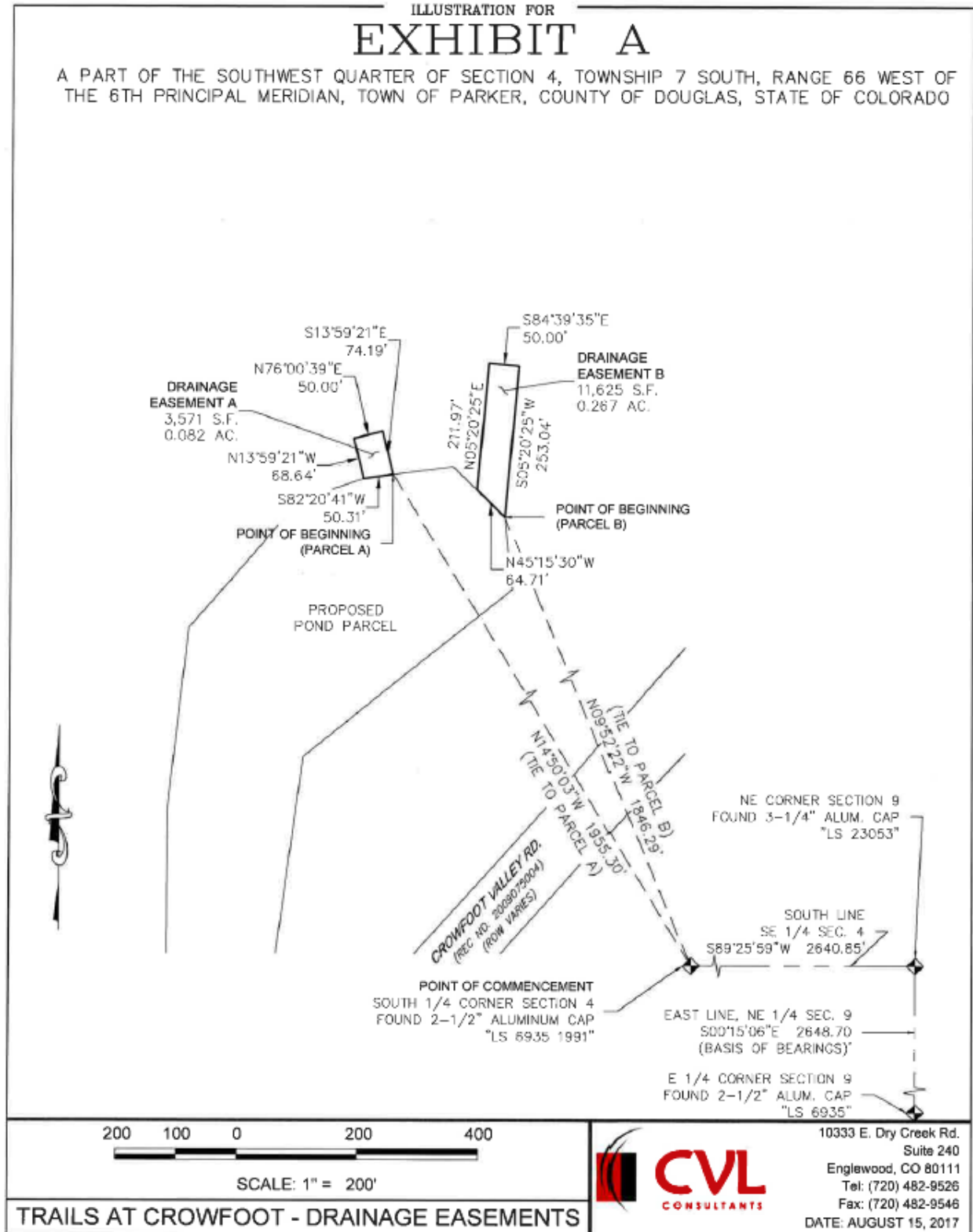

WILLIAM F. HESSELBACH JR., P.L.S. 25369
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ENGLEWOOD, CO 80112



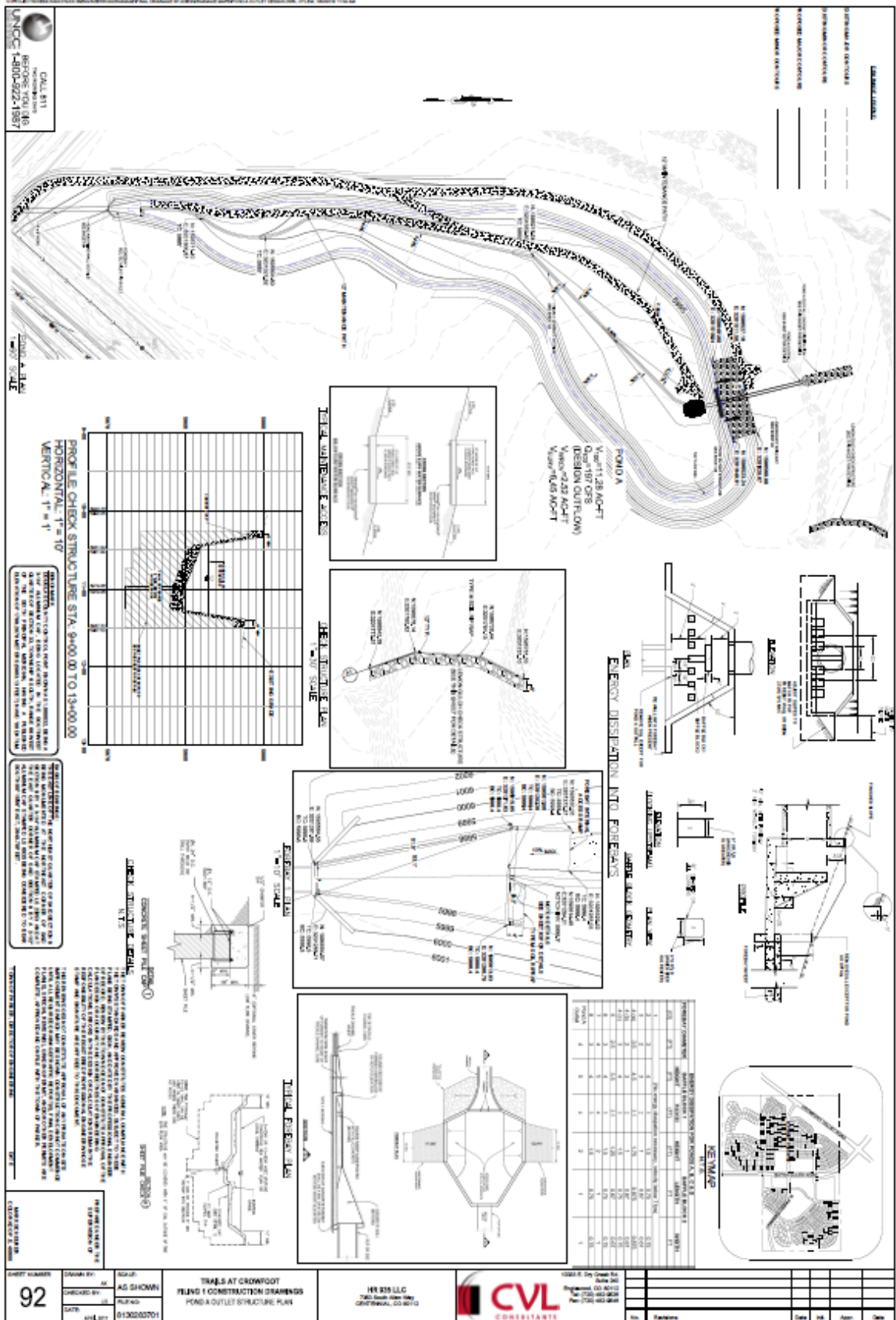
ILLUSTRATION FOR

EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



[illegible]





Request for Town Council Action

Date: February 20, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-026**
A Resolution Approving the Form of District Operating Agreement Among Hess Ranch Metropolitan District No. 1, Hess Ranch Metropolitan District No. 2 and Hess Ranch Metropolitan District No. 3

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The Hess Ranch Metropolitan District Nos. 1-3 ("Districts 1-3") are requesting Town approval of the form of the Operating Agreement between Districts 1-3 as required by the Consolidated Service Plan for Hess Ranch Metropolitan District Nos. 1-8 (the "Hess Ranch Districts") prior to execution of the agreement by Districts 1-3.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Service Plan for the Hess Ranch Districts on September 21, 2015. Districts 1-3 are currently serving the 400 acres located within the Hess Ranch property, which is commonly referred to as the Orphan Parcel. Districts 1-3 desire to enter into the attached Operating Agreement to set forth the contractual relationship between these three (3) districts. Under the Operating Agreement, District 3 will be the "Operating District," and as such will own, operate, and maintain the public improvements authorized to Districts 1-3, and will provide administrative services to Districts 1 and 2 as "Taxing Districts." The Town is not a party to the Operating Agreement. Pursuant to the Service Plan, an Operating Agreement is subject to review and approval by the Town prior to its execution by Districts 1-3.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 18-026
2. Hess Ranch Districts 1-3 memo & letter

RECOMMENDED MOTION

I move to approve Resolution No. 18-017, as a part of the Consent Agenda.

RESOLUTION NO. 18-026, Series of 2018

TITLE: A RESOLUTION APPROVING THE FORM OF DISTRICT OPERATING AGREEMENT AMONG HESS RANCH METROPOLITAN DISTRICT NO. 1, HESS RANCH METROPOLITAN DISTRICT NO. 2, AND HESS RANCH METROPOLITAN DISTRICT NO. 3

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 15-053, the Town Council of the Town of Parker on September 21, 2015, approved a Consolidated Service Plan (“Service Plan”) for the organization of Hess Ranch Metropolitan District Nos. 1-8 (the “Hess Ranch Districts”).

B. Section V.C of the Service Plan states in part that it is anticipated the Hess Ranch Districts, collectively, will undertake the financing and construction of the Public Improvements (as defined in the Service Plan).

C. Section V.C of the Service Plan further states in part that the nature of the functions and services to be provided by each of the Hess Ranch Districts, and the mechanisms by which the Hess Ranch Districts will cooperatively fund Public Improvements costs, shall be clarified in an intergovernmental agreement among the Hess Ranch Districts.

D. Pursuant to Section V.C of the Service Plan, the Hess Ranch Districts and the Town previously entered into an Intergovernmental Agreement dated August 15, 2016 (“Service Plan IGA”).

E. Subsequent to the approval of the Service Plan, approximately 400 acres of property located within the Service Area (as defined in the Service Plan) was sold to HR935, LLC (the “HR935 Property”) resulting in a diversity of ownership in the Hess Ranch Districts. As a result, the HR935 Property is being served by Hess Ranch Metropolitan District Nos. 1-3 (“Districts 1-3”) and the remaining approximately 1,136 acres within the Service Area are being served by Hess Ranch Metropolitan District Nos. 4-8 (“Districts 4-8”).

F. As a result of the sale of the HR935 Property, Districts 1-3 and the Town entered into, and Districts 4-8 consented in writing to, a First Amendment to Intergovernmental Agreement dated March 6, 2017 (the “First Amended IGA”) which was approved by Town Council Ordinance No. 9.256.1.

G. By Resolution No. 17-016, the Town Council approved the form of an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing (the “Debt Allocation IGA”), providing for, among other terms, the allocation of the aggregate debt that Districts 1-3 and Districts 4-8 are permitted to issue under the Service Plan.

H. Pursuant to Section V.C. of the Service Plan, all intergovernmental agreements proposed between or among the Hess Ranch Districts regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution thereof by the Districts, which Town review and approval shall be with reference to whether the

intergovernmental agreement is in compliance with the Service Plan, the intergovernmental agreement(s) between the Town and the Districts, and the terms of any Approved Development Plan or other instrument related to the Public Improvements.

I. Districts 1-3 have submitted to the Town a proposed District Operating Agreement among such Districts 1-3 (“Operating Agreement”), which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

J. Pursuant to state statute, the Town of Parker Municipal Code, and the Service Plan, the Town Council has authority to review the proposed Operating Agreement.

K. The Town Council has reviewed the proposed Operating Agreement and the related information submitted by and on behalf of Districts 1-3 in connection therewith and, based upon the representations by and on behalf of Districts 1-3, the Town Council has determined to adopt this Resolution approving the form of the proposed Operating Agreement.

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

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations by and on behalf of Hess Ranch Metropolitan District Nos. 1-3 (the “Districts”), including the representations set forth in the proposed District Operating Agreement (the “Operating Agreement”) and in the related information submitted by and on behalf of the Districts in connection therewith, the Town Council of the Town of Parker hereby approves the Operating Agreement in the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Operating Agreement does not in any manner amend, affect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Service Plan or any intergovernmental agreement between the Town and any of the Districts. Further, Town approval herein of the form of the Operating Agreement does not in any manner amend, affect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including, without limitation, the Approved Development Plan (as defined in the Service Plan), the Amended Annexation Agreement (as defined in the Service Plan), and the Assignment and Assumption Agreement (TOP Agreement) recorded in Douglas County, Colorado on August 5, 2016, at Reception No. 2016052345, remain in full force and effect in accordance with their terms. Town approval herein of the form of the Operating Agreement shall not be construed as a waiver of any of the Town’s rights or remedies under the Service Plan, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements.

RESOLVED AND PASSED effective as of the ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Exhibit 1
Form of District Operating Agreement Regarding
Operation and Maintenance of Public Improvements

EXHIBIT 1

DISTRICT OPERATING AGREEMENT

THIS **DISTRICT OPERATING AGREEMENT** (the “**Agreement**”) is made and entered into to become effective as of the ____ day of _____, 2017, by and between **HESS RANCH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), **HESS RANCH METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), and **HESS RANCH METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”). District No. 1, District No. 2, and District No. 3 are referred to herein individually as a “**District**” and collectively as “**District Nos. 1-3.**”

RECITALS

WHEREAS, the formation of Hess Ranch Metropolitan District Nos. 1-8 was approved by the Town of Parker (the “**Town**”) as multiple districts whose purposes are to provide essential public improvements and services as set forth in the Consolidated Service Plan for Hess Ranch Metropolitan District No. 1, Hess Ranch Metropolitan District No. 2, Hess Ranch Metropolitan District No. 3, Hess Ranch Metropolitan District No. 4, Hess Ranch Metropolitan District No. 5, Hess Ranch Metropolitan District No. 6, Hess Ranch Metropolitan District No. 7, and Hess Ranch Metropolitan District No. 8, (collectively, the “**Hess Ranch Districts**”) approved by the Town on September 21, 2015 by Town Council Resolution No. 15-053, as may be amended from time to time (the “**Service Plan**”); and

WHEREAS, at the time of approval of the Service Plan, it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the public improvements serving the property within the Hess Ranch Districts (the “**Project**”); and

WHEREAS, subsequent to the approval of the Service Plan, the original developer of the Project, Stroh Ranch Development, LLC (“**SRD**”), sold approximately 400 acres of property located within the Service Area (as defined in the Service Plan) to HR935, LLC (the “**HR935 Property**”) resulting in a diversity of ownership in the Hess Ranch Districts; and

WHEREAS, as a result of such diversity of property ownership, the Hess Ranch Districts determined that development of the Project and financing and construction of the public improvements may occur at different times within the Hess Ranch Districts; and

WHEREAS, as a result, the HR935 Property is now served by District Nos. 1-3 and the remaining approximately 1,136 acres of the Project currently owned by SRD is being served by Hess Ranch Metropolitan District Nos. 4-8 (“**District Nos. 4-8**”); and

WHEREAS, as required by the Service Plan, the Hess Ranch Districts and the Town previously entered into an Intergovernmental Agreement dated August 15, 2016, in order to memorialize various obligations of the Hess Ranch Districts to the Town, as further described in the Service Plan (the “**Service Plan IGA**”); and

WHEREAS, as a result of the sale of the property, District Nos. 1-3 and the Town entered into a First Amendment to Intergovernmental Agreement dated March 6, 2017, in order to grant District Nos. 1-3 the authority to operate and maintain certain Public Improvements (as defined in the Service Plan) that are located within the boundaries of District Nos. 1-3 (the “**First Amended IGA**”); and

WHEREAS, the Hess Ranch Districts entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing effective February 21, 2017, in order to allocate the aggregate Debt which District Nos. 1-3 and District Nos. 4-8 are permitted to issue under the Service Plan and memorialize the cost sharing of certain Public Improvements (the “**Debt Allocation IGA**”); and

WHEREAS, in accordance with the Service Plan, the Service Plan IGA, the First Amended IGA, and the Debt Allocation IGA, District Nos. 1-3 desire to enter into this Agreement to set forth the relationship with one another and promote consistency and continuity as to the manner in which the Public Improvements are operated and maintained and services are provided; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and § 29-1-203, C.R.S., District Nos. 1-3 may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide, *inter alia*, for the sharing of costs, the imposition of taxes, and the incurring of debt; and

WHEREAS, pursuant to the Service Plan, the nature of the functions and services to be provided by each District, and the mechanisms by which District Nos. 1-3 will cooperatively fund Public Improvements costs, shall be clarified in an intergovernmental agreement among District Nos. 1-3 to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan; and

WHEREAS, also pursuant to the Service Plan, such intergovernmental agreement is subject to review and approval by the Town prior to its execution by District Nos. 1-3; and

WHEREAS, District Nos. 1-3 have agreed that in order to provide the most economic and efficient services associated with certain portions of the Public Improvements consistent with the Service Plan, the Operating District (as defined below) will own, operate and maintain a part or all of the Public Improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped pursuant to the Service Plan, the Service Plan IGA, the First Amended IGA, and the Debt Allocation IGA which benefit District Nos. 1-3 (the “**Public Improvements**”); and

WHEREAS, pursuant and subject to paragraph 9 to the First Amended IGA, District Nos. 1-3 are authorized to include and exclude property among their boundaries without the consent of the Town Council so long as the property is located within the HR935 Property and so long as such inclusion and exclusion does not result in such property being located in more than one of District Nos. 1-3; and

WHEREAS, the Service Plan defines District No. 1 as the Operating District, however, the term Operating District is only used in the definition section of the Service Plan and it is not clear what role the Operating District has under the Service Plan; and

WHEREAS, due to the ambiguity in the Service Plan and the separation of the Hess Ranch Districts, and for the purpose of this Agreement, District No. 3 shall initially be designated as the “**Operating District**” and District No. 1 and District No. 2 shall initially be designated as the “**Taxing Districts**” as it relates to District Nos. 1-3 only; and

WHEREAS, as a result of potential inclusions and exclusions that may occur in the future (as authorized by and subject to the First Amended IGA) and due to uncertainties with the structure of any future financings, District Nos. 1-3 may, from time to time, change which District is designated as the “Operating District” under this Agreement; and

WHEREAS, District Nos. 1-3 have each independently determined that implementation of this Agreement is essential to the orderly administration of the affairs of District Nos. 1-3 and the coordinated operation and maintenance of the Public Improvements benefiting District Nos. 1-3, their residents and taxpayers; and

WHEREAS, District Nos. 1-3 have determined that coordination is also necessary to allow District Nos. 1-3 to operate in the most cost effective manner and to take advantage of any economies of scale by eliminating the duplication of costs that would result without such coordination; and

WHEREAS, District Nos. 1-3 wish to enter into this Agreement providing for the manner in which coordination may be provided in the most economic and efficient manner.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, District Nos. 1-3 agree as follows:

1. Definitions. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

- a. “**Administrative Services**” shall have the meaning set forth in Section 3.
- b. “**Budget Year**” shall mean the year (immediately following the Planning Year) during which Capital Costs and Service Costs are to be incurred.
- c. “**Capital Costs**” shall mean those costs derived from the financing model as set forth in the Service Plan, as may be amended from time to time, which are to be incurred by the Operating District for the purpose of planning, designing, constructing and acquiring, a portion or all of the Public Improvements authorized to be provided by District Nos. 1-3 under the Service Plan and Colorado law, as more fully set forth on **Exhibit C**, attached hereto and incorporated herein by this reference. Such Capital Costs may include reimbursement to private

parties, developers, or builders pursuant to an agreement(s) with one or more of Districts Nos. 1-3 for construction of the Public Improvements.

- d. **“Costs”** shall mean the combination of the Service Costs and the Capital Costs.
- e. **“Debt Limitation”** shall have the meaning set forth in Section 10.
- f. **“Election”** shall mean an election of the qualified electors of Hess Ranch Metropolitan District Nos. 1-3 held in accordance with law and pursuant to due notice.
- g. **“Final Budget”** shall have the meaning set forth in Section 6.
- h. **“Final Budget Amendment”** shall have the meaning set forth in Section 6.
- i. **“Preliminary Budget”** shall have the meaning set forth in Section 6.
- j. **“Preliminary Budget Amendment”** shall have the meaning set forth in Section 6.
- k. **“O & M Services”** shall have the meaning set forth in Section 4.
- l. **“Operating District”** shall mean the District designated as the Operating District in Section 2.
- m. **“Planning Year”** shall mean the year immediately preceding the corresponding Budget Year.
- n. **“Required Mill Levy”** shall mean the mill levy required to be imposed in accordance with State law upon all real and personal property in the Taxing Districts, at the rate determined annually by the Operating District, and the property tax revenue generated therefrom, subject to the following: (i) all terms and limitations set forth in the ballot questions authorizing the obligations contained herein and mill levies approved at the Election; (ii) the rate must be sufficient to pay, when due, the obligations of District Nos. 1-3 contained herein; (iii) the rate must be sufficient to pay, when due, all Costs of District Nos. 1-3; and (iv) shall not exceed the highest mill levy or mill levy imposition term permitted under the Service Plan, the Service Plan IGA, and the First Amended IGA. Pursuant to the Service Plan, the Residential Maximum Debt Mill Levy is thirty-five (35) mills and the Commercial Maximum Debt Mill Levy is fifty (50) mills, subject to Gallagher adjustment. Pursuant to the First Amended IGA, the Maximum Operations Mill Levy is ten (10) mills. Pursuant to the Service Plan, the Residential District (as defined in the Service Plan) shall not impose a levy for repayment of any and all debt on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy, unless other conditions of the Service Plan are met.
- o. **“Service Costs”** shall mean costs for all operation, maintenance, and administrative costs incurred by the Operating District in the performance of Administrative Services and O & M Services required by this Agreement.
- p. **“Service Plan”** shall have the meaning set forth in the recitals.

q. **“Taxing Districts”** shall mean any of District No. 1, District No. 2, or District No. 3 that are not currently designated as the Operating District. As of the date of this Agreement, the Taxing Districts means District No. 1 and District No. 2.

2. Operating District Designation. District No. 3 shall be the initial Operating District for the purposes of this Agreement. Without the prior consent of the Town or of District No. 3, District Nos. 1 and 2 may mutually agree to change which District is designated as the Operating District (except that District No. 3 shall not become the Operating District without the consent of District No. 3).

3. Administrative Services. The Operating District shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the **“Administrative Services”**) for and on behalf of District Nos. 1-3, as further set forth in this Agreement, in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations. In its provision of the Administrative Services, the Operating District shall take all actions necessary and appropriate to ensure the Taxing Districts remain in compliance with all such applicable laws and regulations. In the event of any conflict between the terms set forth in the body of this Agreement and the terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. The Operating District agrees to provide the Administrative Services for the Taxing Districts, provided that the Taxing Districts observe and perform the covenants and agreements set forth in this Agreement and are not otherwise in default of this Agreement.

4. Operation and Maintenance of Public Improvements. Except to the extent owned by or conveyed or dedicated to other governmental entities or an owners association, the Operating District shall, for the benefit of District Nos. 1-3, own, repair, replace, operate and maintain the Public Improvements within the boundaries of District Nos. 1-3 in accordance with the Service Plan, the Service Plan IGA, the First Amended IGA, and any approved development plans for the Project, and shall provide the operation and maintenance services described in Exhibit B, attached hereto and incorporated herein by this reference (the **“O & M Services”** and together with the “Administrative Services”, the **“Services”**). The Operating District agrees to provide the O & M Services for the Taxing Districts, provided that the Taxing Districts observe and perform the covenants and agreements set forth in this Agreement and are not otherwise in default of this Agreement.

a. The Operating District may suspend or curtail O&M Services in its discretion as necessary or appropriate to address funding shortfalls that have occurred or are anticipated to occur in the future.

b. The Operating District shall have the authority to enter into service contracts with third-parties to provide O & M Services required or deemed appropriate by the Operating District in connection with the Public Improvements.

c. The Operating District may adopt rules, regulations, policies and procedures governing the Operating District’s acceptance and, as applicable, reimbursement for any Public Improvements that may be constructed in connection with the Project for the benefit of District Nos. 1-3.

5. Costs Associated with the Services. District Nos. 1-3 acknowledge that the Operating District will incur certain direct and indirect costs associated with the provision of the Services in order to properly provide the same and further ensure that the health, safety and welfare of District Nos. 1-3 and their inhabitants may be safeguarded. The Taxing Districts further recognize and acknowledge that the Operating District is providing the Services for the direct benefit of itself and the Taxing Districts, and the property owners within each of their respective boundaries. In exchange for the Operating District undertaking the provision of the Services, the Taxing Districts hereby agree to pay such the costs associated with the provision of the Services in accordance with this Agreement (the “**Service Costs**”).

6. Budget Process.

a. Preliminary Budget. Each year the Operating District shall prepare and submit to the Taxing Districts a preliminary budget for the following fiscal year showing the Services and Public Improvements to be provided and the proposed Costs anticipated to be incurred by the Operating District with respect to the Services and Public Improvements (the “**Preliminary Budget**”). The Operating District shall deliver the Preliminary Budget to the Taxing Districts on or before October 15 of each year. The Preliminary Budget shall be substantiated by existing contracts for the provision of the Services and Public Improvements and third party contractors, along with proposals for the same, and/or other reasonable and reliable documentation to substantiate and validate the Preliminary Budget. Such budget may establish reasonable reserves or contingencies to account for repairs and replacements in the future.

b. Budget Review and Approval. The Taxing Districts shall each submit any comments on the Preliminary Budget to the Operating District by November 1 of each year. District Nos. 1-3 shall exercise reasonable and good faith efforts to resolve any disagreements concerning the Preliminary Budget in order to arrive at a final budget by December 1 and to facilitate the adoption of a final budget and certification of mill levies by District Nos. 1-3. If any Taxing District does not provide a proposal for additions to and/or deletions from the Preliminary Budget in writing to the Operating District by November 1, such Taxing District shall be deemed to have approved the Preliminary Budget as presented. On or before December 10 each year, the Operating District shall approve the Preliminary Budget, including any additions to and/or deletions agreed upon, in which case the Preliminary Budget shall become the “**Final Budget**”.

c. Failure to Agree and Default Budget. In the event that the Operating District and the Taxing District are unable to agree with regard to any proposed additions and/or deletions to the Preliminary Budget by November 15 of any year, then District Nos. 1-3 shall submit the Preliminary Budget to a mutually selected mediator in an attempt to reach agreement with respect to a Final Budget. In the event District Nos. 1-3 cannot agree on a Final Budget by December 5 of any year, the Preliminary Budget with any amendments agreed to by District Nos. 1-3 shall be the Final Budget, and in any event the Final Budget shall not be greater than 20% higher than the Final Budget from the prior year, and budgeting, appropriation, and payments of the amounts called for in said budget shall be made by the Taxing Districts.

d. Budget Amendment. If after adoption of the Final Budget it appears to the Operating District that Costs for the year will exceed amounts as set forth in the Final Budget

such that the Taxing Districts will have to appropriate additional funds for the payment of the Costs for the year, the Operating District shall notify the Taxing Districts as soon as reasonably practicable, and shall prepare and submit a proposed budget amendment to the Final Budget (each a “**Preliminary Budget Amendment**”) to the Taxing Districts for review and comment. Within fifteen (15) days of submission of a Preliminary Budget Amendment to the Taxing Districts, the Taxing Districts shall either: (a) approve the Preliminary Budget Amendment (in which case the Preliminary Budget Amendment shall become the “**Final Budget Amendment**”), or (b) propose in writing to the Operating District additions to and/or deletions from the Preliminary Budget Amendment. If any Taxing District does not provide a proposal for additions to and/or deletions from the Preliminary Budget Amendment in writing within fifteen (15) days as required herein, such Taxing District shall be deemed to have approved the Preliminary Budget Amendment as presented. If any Taxing District does timely provide additions to and/or deletions from the Preliminary Budget Amendment, District Nos. 1-3 shall discuss and attempt in good faith to reach an agreement with respect to the Preliminary Budget Amendment within 30 days of the submission of the Preliminary Budget Amendment to the Taxing Districts from the Operating District. In the event that the Operating District and the Taxing Districts are unable to agree with regard to any proposed additions and/or deletions to the Preliminary Budget within the time provided herein, then District Nos. 1-3 shall submit the Preliminary Budget Amendment to a mutually selected mediator in an attempt to reach agreement with respect to a Final Budget Amendment. In the event District Nos. 1-3 cannot agree on a Final Budget Amendment within the time set forth above, the Preliminary Budget Amendment, with any amendments agreed to by District Nos. 1-3, shall be the Final Budget Amendment, and in any event the Final Budget Amendment shall not be greater than 20% higher than the Final Budget being amended by the Final Budget Amendment, and budgeting, appropriation, and payments of the amounts called for in said Final Budget Amendment shall be made by the Taxing Districts.

7. Deposit. Unless otherwise agreed by the Operating District, the Taxing Districts, on or before the 15th day of each month, shall deposit with the Operating District an amount equal to 1/12th of the annual Costs due from each District as determined by the Final Budget. Notwithstanding the foregoing, District Nos. 1-3 acknowledge that the Taxing Districts may fund the Costs via the imposition of an ad valorem mill levy, and in such case, may not have funds available during the first quarter of each fiscal year to make the payments set forth herein. In such event, the Operating District agrees to defer collection of such amounts until such time at the Taxing Districts have collected the funds for the Costs via the collection of taxes imposed through an ad valorem mill levy. All Costs due to the Operating District from the Taxing Districts shall be paid in lawful money of the United States of America by check mailed or delivered, or by wire transfer, to the Operating District, or such other method as may be mutually agreed to by District Nos. 1-3. The Operating District shall keep a record of and account for all deposits made by the Taxing Districts in accordance with generally acceptable accounting principles.

8. Operating District Permitted to Construct and Acquire Improvements. The Operating District may, on behalf of and for the benefit District Nos. 1-3, contract for and supervise the construction and acquisition of the Public Improvements described in the Service Plan and the applicable Final Budget or Final Budget Amendment for each Budget Year in such

manner as the Operating District shall reasonably determine to be in the best interests of District Nos. 1-3. The Operating District may, on behalf of District Nos. 1-3, induce the developer to cause the Public Improvements to be designed, constructed, and completed to facilitate the timely provision of the Public Improvements through the execution of one or more construction contracts by the developer for the benefit of District Nos. 1-3.

9. Taxing Districts' Pledge. In order to fund the Costs, the Taxing Districts agree to levy on all of the taxable property of the Taxing Districts, in addition to all other taxes and other revenues, direct annual taxes to the extent necessary to provide for payment of the Costs and, in the amount of the Required Mill Levy or a lesser amount as determined by the Operating District. This Agreement is a limited tax obligation, and nothing herein shall be construed to require the Taxing Districts to impose an ad valorem property tax levy for the payment of the Costs in excess of the Required Mill Levy.

a. The Taxing Districts shall provide to the Operating District (i) on or before September 30 of each year, the preliminary certification of assessed value for the Taxing Districts provided by the Douglas County Assessor; and (ii) no later than one business day after receipt by the Taxing Districts, the final certified assessed value for the Taxing Districts provided by the Douglas County Assessor (expected to be provided to the Taxing Districts no later than December 10 of each year) for the Taxing Districts. The Operating District shall use such information to determine the Required Mill Levy for the Budget Year. The Operating District shall preliminarily confirm the Required Mill Levy and provide to the Taxing Districts, as part of the Preliminary Budget Documents, the preliminary Required Mill Levy no later than October 15 of each year, and shall finally determine the Required Mill Levy, and provide to the Taxing Districts the amount of the Required Mill Levy no later than December 14 of each year.

b. The Taxing Districts each acknowledge that they have actively participated in the development of the calculation for determining the Required Mill Levy to fund the Costs in any given year and that, so long as made in accordance with the foregoing, the determinations of the Operating District as to the Required Mill Levy shall be final and binding upon each Taxing District.

c. This Section 9 is hereby declared to be the certificates of the Taxing Districts to the Board of County Commissioners of Douglas County indicating the aggregate amount of taxes to be levied for the purposes of paying the Costs due hereunder.

d. It shall be the duty of the Taxing Districts annually at the time and in the manner provided by law for the levying of the Taxing Districts' taxes, if such action shall be necessary to effectuate the provisions of this Agreement, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes herein specified, and to require the officers of the Taxing Districts to cause the appropriate officials of Douglas County, to levy, extend and collect the Required Mill Levy in the manner provided by law for the purpose of providing funds for the payment of the amounts to be paid hereunder promptly as the same, respectively, become due. The taxes, when collected, shall be applied only to the payment of the amounts to be paid hereunder.

e. The taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State.

f. The Taxing Districts shall pursue all reasonable remedies to collect, or cause the collection of, delinquent ad valorem taxes within its boundaries.

g. District Nos. 1-3 acknowledge that the amount of tax revenue payable to the Operating District under this Agreement shall be limited to the tax revenue generated from the imposition of a mill levy limited as set forth in the definition of Required Mill Levy herein.

10. Capital Costs, Bond Payments, and Debt Limit Allocation.

a. District Nos. 1-3 agree that the Taxing Districts shall use best efforts to issue general obligation bonds, and if bonds are issued, the Taxing District(s) shall pay the proceeds thereof to the Operating District in full or partial satisfaction of the Taxing Districts' obligation to pay Capital Costs. All payments received by the Operating District in the form of bond proceeds transferred from the Taxing District(s) shall be applied to reduce the then remaining balance of the Capital Costs due under this Agreement.

b. Pursuant to the Debt Allocation IGA, District Nos. 1-3, together, are prohibited from issuing Debt (as defined in the Service Plan) in a combined, aggregate amount that exceeds a total of \$30,000,000 (the "**Debt Limitation**"). District Nos. 1-3 agree, notwithstanding the terms of the Service Plan or Debt Allocation IGA or any debt authorization approved by the electors at the Election that under no circumstances may District Nos. 1-3, collectively, issue a total amount of Debt that exceeds the Debt Limitation. District Nos. 1-3 each agree to provide written notice at least thirty (30) days in advance of any proposed debt issuance to the other Districts to ensure that District Nos. 1-3 collectively do not issue Debt in excess of the Debt Limitation.

11. Contractual Obligations. The Operating District may borrow funds or issue revenue bonds secured by the general obligation of the Taxing Districts to faithfully perform its obligations under this Agreement. Accordingly, and pursuant to the authorization approved by the electors of the Taxing Districts at an election duly called and held in accordance with law, the Taxing Districts agree that this Agreement constitutes a contractual general obligation indebtedness of the Taxing Districts, subordinate to any bonds issued by the Taxing Districts and as limited hereby, lawfully approved by its electorate and lawfully and properly entered into by its Board. Notwithstanding anything else to the contrary in this agreement, the Service Costs and Capital Costs required to be paid under this Agreement shall be considered contractual debt of the Taxing Districts and shall not be considered to be the issuance of general obligation bonds pursuant to § 11-59-103(9), C.R.S., or under the limitations of the Service Plan unless specifically required to be so considered under the terms of the Service Plan.

12. Purpose. In addition to the provisions of this Agreement, inclusive of the recitals herein, reference shall also be made to the Service Plan for purposes of construing this Agreement and the intent of District Nos. 1-3 as the same has been manifested by District Nos. 1-3 course of conduct over time or other extrinsic evidence. District Nos. 1-3 agree that they shall be entitled to any remedy, order, judgment or action which is or may be necessary in order

to make operative the intentions of District Nos. 1-3 as expressed herein. District Nos. 1-3 acknowledge that performance of this Agreement is key to full implementation of the Service Plan and that any attempt by any District to terminate this Agreement other than in accordance with Section 17, by judicial action or otherwise, is acknowledged to be and shall constitute a “material departure” from the Service Plan which, in addition to all other remedies set forth herein, the other District(s) shall be entitled to seek to enjoin in accordance with § 32-1-207, C.R.S., as amended from time to time. Notwithstanding the foregoing agreements regarding “material departures” from the Service Plan, the agreements and acknowledgments of District Nos. 1-3 relative thereto are expressed solely for the benefit of District Nos. 1-3 to aid in their efforts to enforce this Agreement and shall not constitute or be admissible as admissions by any District in efforts, which may be taken by any other person to enjoin activities by or otherwise seek legal or equitable remedies against any District under state law.

13. Rules and Regulations. All rules and regulations, and amendments thereto, placed in force by the Operating District from time to time concerning the provision of any Services shall be fully enforceable within the legal boundaries of the Taxing Districts. The Taxing Districts agree to promptly exercise any rule making or police power they each may have to fully assist the Operating District in enforcing the Operating District’s rules and regulations.

14. General Representations, Warranties and Covenants. In addition to other representations, warranties and covenants made by District Nos. 1-3 as set forth in this Agreement, District Nos. 1-3 make the following additional representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach.

a. Each District has the full right, power and authority to enter into, perform and observe this Agreement.

b. Neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each District will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment order, or decree to which any District is a party or by which any District is bound.

c. This Agreement is valid, binding and legally enforceable obligation of District Nos. 1-3 and is enforceable in accordance with its terms.

d. Each District shall keep and perform all of the covenants and agreements contained herein and shall take no action that could have the effect of rendering this Agreement unenforceable in any manner.

15. Boundary Adjustments. Pursuant to the First Amended IGA, District Nos. 1-3 are authorized to include and exclude property among their boundaries without the consent of the Town so long as the property is located within the HR935 Property as legally described in Exhibit A of the First Amended IGA and so long as such inclusion and exclusion does not result

in such property being located in more than one of District Nos. 1-3. Notwithstanding the foregoing, the Taxing Districts shall not consent to the exclusion of any real property from within their boundaries if such exclusion would materially impact the Taxing District's ability to pay the Operating District for the Costs as provided herein, without first obtaining the consent of the Operating District and the other Taxing District, which consent shall not be unreasonably withheld.

16. Conveyance of Assets. To the extent owned by a Taxing District, no Taxing District shall sell, transfer, convey or otherwise encumber any portion of the Public Improvements without the prior written consent of the Operating District. The applicable Taxing District shall cause the proceeds of any sale of any portion of such Public Improvements to be paid to, or at the direction of, the Operating District. Notwithstanding the foregoing in this paragraph, consent of the Operating District shall not be required if District No. 3 is the Operating District and the remaining Taxing District consents to such sale, transfer, conveyance or other encumbrance.

17. Default, Remedies and Enforcement.

a. Events of Default. The violation of any provision of this Agreement by any District, the occurrence of any one or more of the following events, and/or the existence of any one or more of the following conditions shall constitute an Event of Default under this Agreement.

i. The failure of a Taxing District to impose the Required Mill Levy and remit revenues to the Operating District;

ii. The failure to perform or observe any other covenants, agreements, or conditions in this Agreement on the part of any District and to cure such failure within ten (10) days of receipt of notice from any of the other Districts of such failure; provided, however, that if the applicable default is of a nature that is not reasonably susceptible of being cured within such ten (10) day period, then the cure period shall extend so long as the defaulting District commences its cure within such ten (10) day period and thereafter pursues the cure to completion by the exercise of due diligence, as determined by the non-defaulting District(s);

iii. The filing of a voluntary petition under federal or state bankruptcy or insolvency laws or the appointment of a receiver for any of the applicable District's assets which is not dismissed within thirty (30) days of such filing or appointment;

iv. Assignments by a Taxing District for the benefit of a creditor and a failure to secure the release or termination of such assignments within thirty (30) days after the making of such assignments; or

v. The dissolution, insolvency, or liquidation of a District and a failure to cure such dissolution, insolvency, or liquidation within ten (10) days of receipt of written notice.

b. Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, the non-defaulting District(s) shall have the following rights and remedies that may be pursued (in the event of an Event of Default by a Taxing District, the non-defaulting District with rights and remedies shall be the Operating District only, unless the Operating District as its election permits any remedies for the other Taxing District).

i. In the event of a breach of any provision of this Agreement, any non-defaulting District may ask a court of competent jurisdiction to enter a writ of mandamus to compel the Board of Directors of the defaulting District to perform its duties under this Agreement, and any non-defaulting District may seek from a court of competent jurisdiction temporary and/or permanent injunctions, or orders of specific performance, to compel the defaulting District to perform in accordance with the obligations set forth under this Agreement.

ii. The non-defaulting District(s) may protect and enforce their rights under this Agreement by such suit, action, or special proceedings or remedies as they shall deem appropriate, including without limitation any proceedings for specific performance of any covenant or agreement contained herein, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages caused by breach of this Agreement, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement or exercising any available remedies.

iii. If, at any time, there shall cease to be electors in the Operating District, or if no electors of the Operating District are willing to act as directors of the Operating District, the Taxing Districts may ask a court of competent jurisdiction to designate the proper persons to assume control of the Operating District for the purposes of causing the performance of the Operating District's obligations under this Agreement.

iv. If the Event of Default is non-payment by a Taxing District, the Operating District may suspend the provision of the Services to the Taxing District until such time as the Taxing District cures such Event of Default.

v. To terminate this Agreement for any Event of Default that causes the non-defaulting District(s) irreparable harm material to their aggregate interests under this Agreement.

vi. To take or cause to be taken such other actions as the non-defaulting District(s) reasonable deem necessary.

c. Delay or Omission No Waiver. No delay or omission of any District to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any Event of Default, or acquiescence therein.

d. No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default hereunder by any District shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the non-defaulting District(s) provided in this Agreement may be exercised with or without notice, shall be cumulative, may be exercised separately,

concurrently or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

18. Termination. District Nos. 1-3 acknowledge that they are part of a fully integrated project and community, that the Public Improvements are not easily partitioned among District Nos. 1-3 and that cooperation in the termination process will be necessary to ensure that the integrity and quality of the community is maintained. In addition to the following provisions regarding termination of this Agreement, if this Agreement is terminated by any Taxing District in relation to Administrative Services, the Operating District shall be paid for all Administrative Services performed for such Taxing District prior to such termination.

a. Administrative Services.

i. Notwithstanding the provisions of Section 3 hereof, District Nos. 1-3 shall have the right to elect to perform their own Administrative Services. Such election (i) once made, shall remain effective for the duration of the term of this Agreement unless the electing District receives the consent of the Operating District set forth below, (ii) must be made by giving notice thereof to the Operating District no later than August 31st of a Planning Year, to be effective on January 1 of the applicable Budget Year, and (iii) shall, notwithstanding the provisions of Section 6 hereof, entitle the electing District to receive and retain sufficient revenues from its operations and maintenance mill levy to fund the electing District's Administrative Services.

ii. In the event that any District has elected to perform its own Administrative Services in accordance with this Section 18 and later determines it would be more appropriate to revert to the Operating District performing the Administrative Services, such District must apply to the Operating District no later than August 31st of a Planning Year and receive the consent of the Operating District in order for the revision to be effective on January 1st of the applicable Budget Year. In the event any such revision is approved by the Operating District, the applicable Taxing District will no longer be authorized to retain any revenues from its operations and maintenance mill levy to fund the Administrative Services.

b. O&M Services. The Taxing Districts' obligation to remit revenues to the Operating District, and the Operating District's obligation to provide the O & M Services, shall only terminate after a written notice has been provided by one of District Nos. 1-3 to the other District(s) and an agreement is approved by each of the Taxing Districts setting forth the matters required in this Section 18(b) (the "**Termination Agreement**").

i. It shall be required that any such Termination Agreement contain provisions to ensure that the Public Improvements are operated effectively and economically and that the public health, safety, prosperity, and general welfare of the residents and property owners of District Nos. 1-3 will be better served by the termination. Such Termination Agreement shall be required to include (1) a plan for the manner in which ownership and maintenance of the Public Improvements shall be allocated and transferred as among District Nos. 1-3, (2) a plan for payment associated with any outstanding obligations of the Operating District, as the same are incurred prior

to the proposed date of termination; (3) to the extent any of the Public Improvements have been financed directly by the Operating District and such obligations remain outstanding, a plan for the payment of all such obligations and/or debts; (4) the manner in which outstanding agreements of the Operating District may be terminated, cancelled, assigned or otherwise handled; and (5) such other matters as may be reasonably necessary to effectuate the termination. The Termination Agreement shall be required to include an indemnification from the Taxing Districts to the Operating District, which shall be acceptable to the Operating District and indemnify it against all injuries, losses and other events of damage associated with any such outstanding agreements.

ii. In the event the Taxing Districts are not able to reach an agreement, they shall submit the issues to mediation and shall make a good faith effort to come to an agreement with the intent of reaching a cooperative solution that will best serve the residents and property owners of District Nos. 1-3, as a whole. At such time as the provisions of the Termination Agreement are finalized in compliance with the requirements above, the Public Improvements shall be transferred in accordance with the provisions of the Termination Agreement and the Operating District shall be fully relieved of all further obligations absent any such obligations being specifically agreed to by the Operating District pursuant to the terms of the Termination Agreement.

19. Indemnification. To the extent permitted by law, the Operating District agrees to hold the Taxing Districts harmless from the claims of third persons arising out of the Operating District's provision of the Services for the benefit of District Nos. 1-3 under color of this Agreement and to defend all actions for damages arising out of such claims which may be brought against the Taxing Districts by third persons. In the event of an occurrence or loss out of which a claim arises or could arise, the Taxing Districts agree to transmit in writing and at once, any notice of information received or learned by the Taxing Districts concerning such claim. The Taxing Districts agree not to voluntarily make any payment, assume any obligation or incur any expense in connection with the subject matter of this paragraph if any such actions would impair the rights of the Operating District or another District. No claim shall lie against the Operating District hereunder unless as a condition precedent thereto, the Taxing Districts have fully complied with the provisions of this Agreement and the amount of the Taxing Districts' obligation to pay shall have been fully determined. The foregoing indemnity shall not apply, however, to any third-party claims attributable to any actions or omissions of either Taxing District, including, without limitation, any failure of a Taxing District to timely pay any sums due and owing hereunder. To the extent permitted by law, the Taxing Districts agree to hold the Operating District harmless from the claims of third persons arising out of the termination of this agreement by the Taxing Districts and to defend, at their expense, all actions for damages arising out of such claims which may be brought against the Operating District by third persons.

20. Notices. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and shall be (a) hand-delivered, and in such instance, considered effective upon delivery, (b) sent by registered or certified mail, return receipt requested, postage prepaid, and in such instance, considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below, (c) sent by reputable overnight courier, and in such instance, considered effective on the next business day, or (d) sent via email, and in such instance considered effective upon receipt of an electronic delivery confirmation

with a hard copy to be sent no later than three (3) business days after electronic delivery confirmation via one of the delivery methods specified in (a), (b) or (c) of this sentence, to the addresses of the Parties herein set forth. Any party by notice so given may change the address to which future notices shall be sent.

To the Operating District: Hess Ranch Metropolitan District No. 3
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristin Tompkins, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
ktompkins@wbapc.com

To the Taxing Districts: Hess Ranch Metropolitan District No. 1
Hess Ranch Metropolitan District No. 2
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristin Tompkins, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
ktompkins@wbapc.com

21. Miscellaneous.

a. Relationship of Parties. This Agreement does not and shall not be construed as creating a joint venture, partnership, or employer-employee relationship between District Nos. 1-3. District Nos. 1-3 intend that this Agreement be interpreted as creating only an ordinary contractual relationship between them as contemplated in the Service Plan, without any fiduciary or other special duties. District Nos. 1-3 hereby incorporate the RECITALS into this Agreement. It is also agreed that the conduct and control of the work and functions required by this Agreement shall lie solely with the Operating District which shall be free to exercise reasonable discretion in the performance of its duties under this Agreement. No District shall, with respect to any activity, be considered an agent or employee of any other District.

b. Assignment. Except as set forth herein or as contemplated in the Service Plan, neither this Agreement, nor any of a District's rights, obligations, duties or authority hereunder may be assigned in whole or in part by any District without the prior written consent of District Nos. 1-3. Any such attempt of assignment without the requisite consent shall be deemed void and of no force and effect at the election of any District with consent rights. Consent to one

assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment. Notwithstanding, nothing contained herein shall prohibit the Operating District from engaging contractors, employees or other third parties to perform the Services, or any portion thereof, on behalf of the Operating District.

c. Modification. This Agreement may be modified, amended, changed or terminated, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by District Nos. 1-3. No consent of any third party shall be required for the negotiation and execution of any such agreement.

d. Integration. This Agreement contains the entire agreement between and among District Nos. 1-3 regarding the subject matter hereof, and no statement, promise or inducement made by any District or the agent of any District that is not contained in this Agreement or separate written instrument shall be valid or binding.

e. Severability. Legal invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

f. District Dissolution. In the event any District seeks to dissolve pursuant to §§ 32-1-701, *et seq.*, C.R.S., as amended, it shall provide written notification of the filing or application for dissolution to the other Districts concurrently with such filing. No District shall seek to dissolve so long as this Agreement is in effect without the prior written consent of the other Districts.

g. Survival of Obligations. Unfulfilled obligations of District Nos. 1-3 arising under this Agreement shall be deemed to survive the expiration of this Agreement or termination of this Agreement by court order. Said obligations shall be binding upon and inure to the benefit of District Nos. 1-3 and their respective successors and assigns.

h. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county in which District Nos. 1-3 are located.

i. Headings for Convenience Only. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe the provisions hereof.

j. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

k. Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than District Nos. 1-3, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in

this Agreement by and on behalf of District Nos. 1-3 shall be for the sole and exclusive benefit of District Nos. 1-3 acting through their respective Board of Directors. This Agreement shall be construed as an intergovernmental agreement among District Nos. 1-3 only. It is expressly agreed by District Nos. 1-3 that no entity or person other than the Taxing Districts shall obtain any enforceable rights to service from the Operating District, and, to this end, it is expressly declared by District Nos. 1-3 that no entity or person shall be construed as a third party beneficiary of any kind of this Agreement except as expressly stated herein.

l. District Records. Each District shall have the right to access and review each other's records and accounts, at reasonable times during the District's regular office hours, for purposes of determining compliance by District Nos. 1-3 with the terms of this Agreement. Such access shall be subject to the provisions of the Colorado Open Records Act contained in §§24-72-101, *et. seq.*, C.R.S. and any policies adopted by the District. In the event of disputes or litigation between District Nos. 1-3, all access and requests for such records shall be made in compliance with the Colorado Open Records Act and any applicable litigation discovery rules.

m. Recovery of Costs. In the event of any litigation between or among District Nos. 1-3 hereto concerning the subject matter hereof, the prevailing District(s) in such litigation shall receive from the losing District(s), in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing District(s) in such litigation, including reasonable attorneys' fees.

n. Compliance with Law. District Nos. 1-3 agree to comply with all federal, state and local laws, rules and regulations which are now, or in the future may become applicable to District Nos. 1-3, to their business or operations, or to services required to be provided by this Agreement.

o. Instruments of Further Assurance. District Nos. 1-3 each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

p. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights, privileges and immunities of any of District Nos. 1-3 pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et. seq.*, C.R.S., as amended from time to time.

q. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

r. Negotiated Provisions. This Agreement shall not be construed more strictly against one District than against any other District, it being acknowledged that each District has contributed substantially and materially to the preparation of this Agreement.

s. Agreement Among Districts. Notwithstanding anything in this Agreement to the contrary, any determinations to be made under this Agreement concerning (1) the ownership, use, operation or maintenance of any of the Public Improvements and (2) the budgeting of Service Costs and Capital Costs shall be made upon mutual agreement of District No. 1 and

District No. 2 without regard to agreement or disagreement by District No. 3. Upon termination of this Agreement in accordance with its provisions, title to any Public Improvements at such time held by District No. 3 shall be transferred to, District No. 1 or District No. 2, as may be mutually determined by District No. 1 and District No. 2.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, District Nos. 1-3 have executed this Agreement as of the day and year first above written.

**HESS RANCH METROPOLITAN DISTRICT
NO. 1**

By: _____
President

ATTEST:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 2**

By: _____
President

ATTEST:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 3**

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to District Nos. 1-3

EXHIBIT A

ADMINISTRATIVE SERVICES

TO BE PROVIDED BY THE OPERATING DISTRICT

1. Serve as the “official custodian” and repository for the Taxing Districts’ records, including, but not limited to, providing file space, incidental office supplies and photocopying, meeting facilities and reception services.
2. Coordination of all Board meetings to include:
 - a. Preparation and distribution of agenda and information packets.
 - b. Preparation and distribution of meeting minutes.
 - c. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - d. Other details incidental to meeting preparation and follow-up.
3. Ongoing maintenance of an accessible, secure, organized and complete filing system for the Taxing Districts’ official records.
4. Monthly preparation of checks and coordination of postings with an accounting firm.
5. Periodic coordination with an accounting firm for financial report preparation and review of financial reports.
6. Insurance administration, including evaluating risks, comparing coverage, processing claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence, etc., and ascertaining that all contractors and subcontractors maintain required coverage for the Taxing Districts’ benefit.
7. Election administration, including preparation of election materials, publications, legal notices, pleadings, conducting training sessions for election judges, and generally assisting in conducting the election.
8. Budget preparation, including preparation of proposed budget in coordination with an accounting firm, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications and correspondence associated with the adoption of the annual budget and certification of the tax levy.
9. Response to inquiries, questions and requests for information from the Taxing Districts’ property owners, residents and others, including open records requests pursuant to the Colorado Open Records Act, §§ 24-72-101 et seq., C.R.S.
10. Drafting proposals, bidding contract and construction administration, and supervision of contractors.

11. Analysis of financial condition and alternative financial approaches, and coordination and structuring of bond issue or other debt preparation.
12. Administration of the expenditure of any funds or proceeds related to any loans, bonds, or other financial obligations issued by any one of District Nos. 1-3.
13. Oversight of investment of District Nos. 1-3's funds based on investment policies in accordance with state law.
14. Provide liaison and coordination with other governments.
15. Coordinate activities and provide information as requested to an external auditor engaged by the Operating District.
16. Supervise and ensure contract compliance of all service contractors.
17. Coordinate legal, accounting, management, engineering and other professional services.
18. Assist any auditors in the preparation of its annual audit as required by the laws of the State of Colorado.
19. Advise and assist the Taxing Districts by analyzing the Taxing Districts' long and short-term financial needs and presenting the Taxing Districts with long and short-term financial proposals (including structuring of bond or other forms of debt issuance) to meet those needs.
20. Facilitate and ensure that any continuing disclosures are handled in accordance with law as the same is required for debt of the Taxing Districts.
21. Provide emergency communication services for the Public Improvements.
22. Perform such other services as may from time to time be reasonably necessary in furtherance of securing the Taxing Districts' compliance with all applicable federal and state statutes and regulations and with applicable county and local laws; provided, however, that any and all expenditures in furtherance of these services shall be made and reimbursed in accordance with this Agreement.
23. Contracting for the design, planning, engineering, construction and/or acquisition, management, landscape architecture and engineering, soil testing and inspection, and line and systems testing and inspection attributable to the Public Improvements.
24. Obtaining any and all real property interests necessary for the provision of the Public Improvements.
25. Obtaining any and all governmental and/or administrative approvals necessary to the provision of the Public Improvements, including provision for the payment of fees associated therewith.

26. Performing and/or contracting for construction administration of construction contracts by which the Public Improvements and Public Improvements are constructed.
27. Contracting for the acquisition of water rights to the extent necessary for the provision of the Public Improvements.
28. Administering collection of any amounts due to District Nos. 1-3 under any cost recovery or other reimbursement agreement relating to the Public Improvements.
29. Engagement of consultants necessary in connection with provision of the Administrative Services, including attorneys, accountants, engineers, managers, architects, soils consultants, and any other consultant determined by the Operating District to be necessary or appropriate to the provision of the Administrative Services.
30. In addition to these services, when other services are necessary in the opinion of the Operating District, the Operating District may recommend the same to the Taxing Districts. The Operating District may, with the approval of the Taxing Districts, provide any Administrative Services to the Taxing Districts in lieu of retaining consultants or contractors to provide those services.

EXHIBIT B

O & M SERVICES

TO BE PROVIDED BY THE OPERATING DISTRICT

Improvement /Location	Maintenance	Notes*
Underdrains	Metro Districts 1-3/HOA*	*District may enter into agreement with HOA for the maintenance of District funded improvement. District will own such improvement for so long as required for any tax exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibility to be consistent with maintenance entity designated in applicable subdivision plat and subdivision agreement.
Regional Detention Pond and Regional Storm Improvements	Metro Districts 1-3/HOA*	* District may enter into agreement with HOA for the maintenance of District funded improvement within or adjacent to the boundaries of District Nos. 1-3. District will own such improvement for so long as required for any tax exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibility to be consistent with maintenance entity designated in applicable subdivision plat and subdivision agreement.
Regional Open Space and Regional Trails, limited solely to those within	Metro Districts 1-3/HOA*	District may enter into agreement with HOA for the maintenance of District funded improvement

Metro Districts 1-3 and expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property)		within the District. District will own such improvement for so long as required for any tax exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibility to be consistent with maintenance entity designated in applicable subdivision plat and subdivision agreement.
ROW Landscape (edges and Median) Along Southeast side of Crowfoot Valley Road adjacent Metro District 1	Metro District 1/HOA*	*District 1 may enter into agreement with HOA for the maintenance of District funded improvement. District will own such improvement for so long as required for any tax exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibility to be consistent with maintenance entity designated in applicable subdivision plat and subdivision agreement.
ROW Landscape (edges and Median) Along Bayou Gulch Road adjacent Metro Districts 2 & 3	Metro District 2 & 3/HOA*	*District may enter into agreement with HOA for the maintenance of District funded improvement. District will own such improvement for so long as required for any tax exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibility to be consistent with maintenance entity designated in applicable subdivision plat and subdivision agreement.

ROW Landscape (edges and Median) Along Chambers Road Southeast of Crowfoot Valley Road	Metro District 1-3 /HOA*	*District may enter into agreement with HOA for the maintenance of District funded improvement. District will own such improvement for so long as required for any tax exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibility to be consistent with maintenance entity designated in applicable subdivision plat and subdivision agreement.
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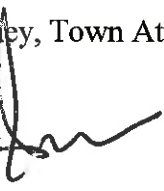
EXHIBIT C
CAPITAL COSTS
TO BE PROVIDED BY THE OPERATING DISTRICT

Capital Costs means the costs properly attributable to the Project or any part thereof, including without limitation:

- a. the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work for the Public Improvements;
- b. the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- c. administrative and general overhead costs;
- d. the costs of reimbursing funds advanced by the Operating District in anticipation of reimbursement from Bond proceeds, including any intrafund or interfund loan;
- e. the costs of reimbursing funds advanced to District Nos. 1-3, for the benefit of District Nos. 1-3, by any private party, including any developer or builder, pursuant to one or more agreements with any of District Nos. 1-3;
- f. the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- g. the costs, fees, and expenses of printers, engineers, architects, financial consultants, legal advisors, or other agents or employees;
- h. the costs of publishing, reproducing, posting, mailing, or recording documents;
- i. the costs of contingencies or reserves;
- j. the costs of issuing the Bonds;
- k. the costs relating to the issuance of any bonds or other debt;
- l. the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;
- m. the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- n. the costs of demolition, removal, and relocation of Public Improvements; and
- o. all other lawful costs as determined by the Board.

MEMORANDUM

TO: James S. Maloney, Town Attorney
Town of Parker

FROM: Samuel J. Light 

DATE: February 5, 2018

SUBJECT: Hess Ranch Metropolitan District Nos. 1-3; District Operating Agreement

This memo is written in regards to the enclosed letter and draft District Operating Agreement ("Operating Agreement") among Hess Ranch Metropolitan District Nos. 1-3 ("Districts 1-3"). By its letter, counsel for Districts 1-3 is requesting Town Council approval of the form of the Operating Agreement. Included with this memo is counsel's January 31, 2018 letter, the proposed draft of the Operating Agreement, and a Town Council resolution to approve same. The following provides additional background information regarding the request.

The Town Council approved the Consolidated Service Plan for Hess Ranch Metropolitan District Nos. 1-8 (the "Hess Ranch Districts") on September 21, 2015 by Resolution No. 15-053 (the "Service Plan"). At the time of approval of the Service Plan, it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the Public Improvements serving the property within the Hess Ranch Districts (the "Project"). Subsequent to the approval of the Service Plan, the original developer of the Project, Stroh Ranch Development, LLC ("SRD"), sold approximately 400 acres of property located within the Service Area to HR935, LLC (the "HR935 Property"). According to the Districts' counsel, as a result, the HR935 Property is now being served by Districts 1-3 and the remaining approximately 1,136 acres of the Project is being served by Hess Ranch Metropolitan District Nos. 4-8 ("Districts 4-8").

As required by the Service Plan, the Hess Ranch Districts and the Town entered into an Intergovernmental Agreement dated August 15, 2016 (the "Service Plan IGA"). As a result of the sale of the HR935 Property, Districts 1-3 and the Town entered into a First Amendment to Intergovernmental Agreement dated March 6, 2017 (the "First Amended IGA"). Districts 4-8 provided written consent to the First Amended IGA. At that time, the Hess Ranch Districts also entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing dated February 21, 2017 (the "Debt Allocation IGA"), in order to allocate the aggregate debt that

Districts 1-3 and Districts 4-8 are permitted to issue under the Service Plan and memorialize the cost sharing of the Public Improvements. The Town Council previously approved the form of Debt Allocation IGA.

In accordance with the Service Plan and the above-referenced agreements, Districts 1-3 now desire to enter into the Operating Agreement to set forth the relationship among them. Under the Operating Agreement, Districts 1-3 have agreed that District 3, as the "Operating District," will own, operate and maintain Public Improvements authorized to the Districts, and will provide administrative services to Districts 1 and 2 as "Taxing Districts." The Operating Agreement provides that the Districts may change the designations of the Operating District and Taxing Districts. It also includes provisions for the payment Services Costs and Capital Costs, and confirmation of the debt limitation of \$30,000,000 allocated to Districts 1-3 under the Debt Allocation IGA. The Town is not a party to the Operating Agreement.

Pursuant to the Service Plan, the Operating Agreement is subject to review and approval by the Town prior to its execution by Districts 1-3. Upon review of the Operating Agreement, we have found no provisions that are contrary to the Service Plan or the intergovernmental agreements with the Town. To effect Town approval, we have prepared the attached Town Council resolution, which approves the Operating Agreement in the form proposed. Section 3 of the resolution expressly states Town approval of Operating Agreement does not change or release any obligations of the Service Plan, any IGA with the Town, the applicable development plans, the Amended Annexation Agreement, or the Assignment Agreement associated with the Project.

If you have any questions, please contact me.

Attachments:

1. White Bear January 31, 2018 Letter Requesting Approval of Proposed District Operating Agreement
2. Town Council Resolution Approving District Operating Agreement
3. Proposed Form of District Operating Agreement – Exhibit 1 to Resolution

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL:
BLAIR M. DICKHONER



SEAN ALLEN
ZACHARY P. WHITE
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
KRISTIN J. SCHLEDORN
SILVIA FEJKA
BRAD NEIMAN
EVE M. GRINA

January 31, 2018

VIA U.S. MAIL AND ELECTRONIC MAIL

Town of Parker
c/o Sam Light
Light Kelly, P.C.
101 University Blvd., Suite 210
Denver, CO 80206
slight@lightkelly.com

**RE: District Operating Agreement Among Hess Ranch Metropolitan District
Nos. 1-3**

Dear Mr. Light:

As you know, Hess Ranch Metropolitan District Nos. 1-3 ("**District Nos. 1-3**") operate pursuant to a Consolidated Service Plan approved by the Town of Parker, Colorado (the "**Town**") on September 21, 2015 (the "**Service Plan**"). District Nos. 1-3 were organized together with Hess Ranch Metropolitan District Nos. 4-8 ("**District Nos. 4-8**") and together with District Nos. 1-3, the "**Hess Ranch Districts**"). In early 2017, the ownership of the property within the Hess Ranch Districts changed and District Nos. 1-3 (represented by our office) now operate independently from District Nos. 4-8.

As required by the Service Plan, on February 21, 2017, the Hess Ranch Districts entered into an Intergovernmental Agreement regarding Debt Allocation and Cost Sharing, as approved by the Town, which acknowledged that District Nos. 1-3 and District Nos. 4-8 now operate independently from one another and established certain rights and obligations among the Hess Ranch Districts.

Section V.C of the Service Plan authorizes an intergovernmental agreement among District Nos. 1-3 clarifying the nature of the functions and services to be provided and the mechanism by which District Nos. 1-3 will cooperatively fund the public improvements. Any such intergovernmental agreement and any amendments thereto are subject to review and approval by the Town prior to execution by District Nos. 1-3. Such Town review and approval shall be with reference to whether the intergovernmental agreement is in compliance with the Service Plan, the intergovernmental agreement among the Town and the Hess Ranch Districts, and the Approved Development Plan.

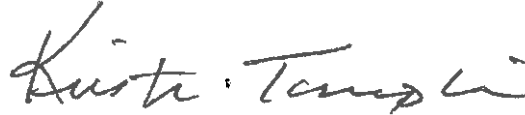
Town of Parker
c/o Sam Light
RE: District Operating Agreement Among Hess Ranch Metropolitan District Nos. 1-3
January 31, 2018
Page 2 of 2

Due to the planned activity within District Nos. 1-3 in 2018, District Nos. 1-3 desire to enter into an operating agreement among themselves to set forth their relationship as to each other and the coordination of the financing, construction, installation, and provision of public improvements benefitting property within their boundaries.

District Nos. 1-3 respectfully request approval of the proposed District Operating Agreement at the Town Council meeting scheduled for February 5, 2018. Please let us know if you need any additional information to process this request. Thank you in advance for your time and attention to these matters.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

A handwritten signature in cursive script, appearing to read "Kristin Tompkins".

Kristin Bowers Tompkins, Esq.

Enclosure



Request for Town Council Action

Date: February 20, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-027**
A Resolution to Consent to the Assignment and Assumption Agreement (TOP Agreement) By and Between Stroh Ranch Development, LLC, and JEN Colorado 18, LLC

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Stroh Ranch Development, LLC (“SRD”), desires to enter into the Assignment and Assumption Agreement (TOP Agreement) that is attached to Resolution No. 18-027 with JEN Colorado 18, LLC (“JEN”) (the “Assignment”). Paragraph 31 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property) between the Town and SRD (the “Annexation Agreement”) requires the Town’s consent before SRD and JEN can enter into the Assignment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town and SRD entered into the Annexation Agreement on September 21, 2015. Paragraph 31 of the Annexation Agreement requires the Town’s consent before SRD can transfer or assign any interest in the Annexation Agreement. SRD desires to sell the remaining 1,100 acres of the Hess Ranch to JEN, which is described as the “Land” in the Assignment that is attached to Resolution No. 18-027. As a part of the sale of the Land, SRD also desires to assign certain obligations and rights contained in the Agreement to JEN, which requires the Town’s consent.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-027

RECOMMENDED MOTION

I move to approve Resolution No. 18-027, as part of the consent agenda.

RESOLUTION NO. 18-027, Series of 2018

TITLE: A RESOLUTION TO CONSENT TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT (TOP PARKER) BY AND BETWEEN STROH RANCH DEVELOPMENT, LLC, AND JEN COLORADO 18, LLC

WHEREAS, Stroh Ranch Development, LLC, desires to enter into the Assignment and Assumption Agreement (the "Assignment") that is attached as **Exhibit 1**, and incorporated by this reference, with JEN Colorado 18, LLC, as a part of the sale of the remaining 1,100 acres of the Hess Ranch, which is described as the "Land" in the Assignment;

WHEREAS, the Hess Ranch is the subject of and is encumbered by that certain Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property), recorded in Douglas County, Colorado, on December 16, 2015, at Reception No. 2015089338 (the "TOP Agreement"), by and between Stroh Ranch Development, LLC, and the Town;

WHEREAS, pursuant to Paragraph 31 of the TOP Agreement, the Town's consent is required before Stroh Ranch Development, LLC, and JEN Colorado 18, LLC, can enter into the Assignment; and

WHEREAS, the Town Council of the Town of Parker desires to consent to the Assignment, on the condition that JEN Colorado 18, LLC, purchases the "Land" described in the Assignment.

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 consents to the Assignment and Assumption Agreement (Hess Ranch) that is attached as Exhibit 1 on the condition that JEN Colorado 18, LLC, purchases the "Land" described in the Assignment.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

(TOP AGREEMENT)

This Assignment and Assumption Agreement (the "Agreement") is made and entered into this ____ day of _____ 2018 ("Execution Date"), by and between STROH RANCH DEVELOPMENT LLC, a Colorado limited liability company ("Assignor"), and JEN COLORADO 18 LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of the real property located in the Town of Parker, Douglas County, Colorado, known as the Hess Property (the "Hess Property"). The Hess Property is the subject of and is encumbered by that certain Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property), recorded in Douglas County, Colorado on 12/16/2015 at Reception No. 2015089338 (the "TOP Agreement"), by and between Assignor and the Town of Parker, a Colorado home rule municipality (the "Town").

B. The legal description of the Hess Property as described in Exhibit A to the TOP Agreement consists of two parcels: "Parcel A" as described in Exhibit A to the TOP Agreement, which is hereafter referred to as the "Land," and "Parcel B" as described in Exhibit A to the TOP Agreement, which is hereafter referred to as the "Other Land."

C. On or about the Execution Date, Assignee has purchased the Land from Assignor.

D. The TOP Agreement contains certain obligations to be performed by the owner of the Hess Property (which includes the Land), and such obligations are referred to in the TOP Agreement as the "Southern Property Obligations."

E. On or about August 1, 2016, Assignor sold the Other Land to HR935, LLC, a Colorado limited liability company ("HR935"). In connection with the sale of the Other Land to HR935, Assignor and HR935 entered into an Assignment and Assumption Agreement (TOP Agreement) dated August 1, 2016, recorded in Douglas County, Colorado, on August 5, 2016, at Reception No. 2016052345 (the "HR935 Assignment and Assumption Agreement"). Pursuant to the terms of the HR935 Assignment and Assumption Agreement, the Southern Property Obligations described in the TOP Agreement related to the Other Land were assumed by HR935 (the "HR935 Obligations"). The Town consented to the HR935 Assignment and Assumption Agreement as evidenced by the Town's Consent attached thereto.

F. In connection with the sale of the Land by Assignor to Assignee, Assignee has agreed to assume the Southern Property Obligations, as defined in the TOP Agreement, to the extent such obligations relate to the Land, all as set forth below, and Assignor wishes to be released from such obligations.

G. As evidenced by the Town's Consent attached hereto and incorporated herein, the Town has agreed and consented to the assignment and assumption of all of the rights and

obligations under the TOP Agreement relating to the Land as contemplated herein on the terms and conditions contained in the Consent.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The Recitals are incorporated herein by reference and are deemed part of this Agreement.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights under the TOP Agreement to the extent the same relate to the Land ("Assigned Rights").

3. Assignee accepts transfer of the Assigned Rights and assumes and agrees to be solely responsible for any and all of the Southern Property Obligations required by the TOP Agreement that pertain to the Land (the "Land Obligations").

4. By assuming the Land Obligations, Assignee agrees that in all instances, it shall be responsible for performing the Land Obligations in accordance with and subject to the provisions, requirements, and standards required by the TOP Agreement of the owner of the Hess Property to the extent applicable to the Land. Assignee shall not be responsible for satisfaction of any of the HR935 Obligations. The HR935 Obligations shall remain the obligations of HR935 and its permitted assigns.

5. The total number of residential units described in Section 11 of the TOP Agreement are allocated between the Land and the Other Land as follows: 2,489 to the Land and 890 to the Other Land. The TOP Agreement contemplates that certain densities may be shifted on the Hess Property from one part of the Hess Property to another. The parties agree that the right to shift density shall remain solely within the separate parcels (the Land and the Other Land), so that Assignee shall be allowed to shift density only within the boundaries of the Land, and HR935 shall have the right to shift densities only within the Other Land. The right to shift density only within the Land and the Other Land shall run with the land, and any assignee of HR935 or Assignee shall be subject to such limitation on their ability to shift densities.

6. Assignor hereby represents and warrants to Assignee that except as set forth in the HR935 Assignment Assumption Agreement: (a) Assignor has not assigned or encumbered its interest in the TOP Agreement, and the TOP Agreement is otherwise free from all liens, claims, and encumbrances; (b) the TOP Agreement has not been amended or modified; (c) neither Assignor, nor to Assignor's knowledge, any other party, is in default of the TOP Agreement; and (d) the person executing this Agreement on behalf of Assignor has the full authority and power to do so. Assignee hereby represents and warrants to Assignor that the person executing this Agreement on behalf of Assignee has the full authority and power to do so.

7. The laws of the State of Colorado shall govern the validity, performances and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, the venue of such suit or action shall be in Douglas County, Colorado.

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

To Assignor: Stroh Ranch Development LLC
 Attention: Gary L. Hunter, Manager
 5105 DTC Parkway, Suite 240
 Greenwood Village, CO 80111

With a copy to: Robert Shaiman, Esq.
 Lohf Shaiman Jacobs Hyman & Feiger PC
 950 S. Cherry Street, Suite 900
 Denver, CO 80246

To Assignee: JEN Colorado 18 LLC
 Attention: Art Kleinstein and Lawrence Jacobson
 4100 E. Mississippi Avenue, Suite 500
 Denver, CO 80246

and: Ethan Leibowitz
 680 Fifth Avenue, 25th Floor
 New York, NY 10019

With a copy to: Foster Graham Milstein & Calisher, LLP
 Attention: Keirstin K. Beck
 360 South Garfield Street, Suite 600
 Denver, CO 80246

9. This Assignment and Assumption Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. This Assignment and Assumption Agreement may not be amended absent a written agreement between the Assignor and Assignee and subject to all required approvals by the Town. No further assignment of the TOP Agreement or any rights or obligations thereof shall be permitted without the prior approval of the Town.

11. If there is any litigation between Assignor and Assignee as to the interpretation or enforceability of the provisions of this Assignment and Assumption Agreement, the successful party in such litigation shall be awarded of all costs incurred by the successful party in connection with such litigation, including reasonable attorneys' fees.

12. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and shall run with the Land.

13. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
THE SIGNATURE PAGE(S) FOLLOW(S).]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR:

STROH RANCH DEVELOPMENT LLC,
a Colorado limited liability company

By: [Signature]
Gary L. Hunter, Manager

STATE OF COLORADO)
County of Arapahoe) ss.

The foregoing document was acknowledged before me this 8th day of February, 2018, by Gary L. Hunter as Manager of Stroh Ranch Development LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public

ASSIGNEE:

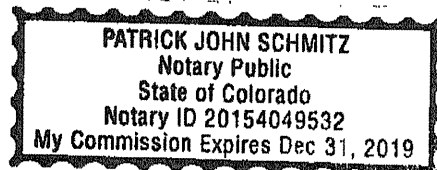
JEN COLORADO 18 LLC,
a Colorado limited liability company

By: [Signature]
Name: Laraine P. Jacobson
Title: Vice President

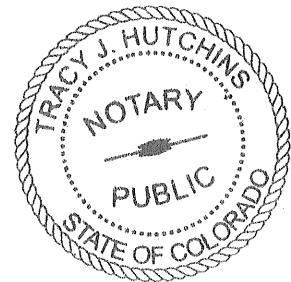
STATE OF Colorado)
County of Arapahoe) ss.

The foregoing document was acknowledged before me this 8th day of February, 2018, by Laraine P. Jacobson, as Vice President of JEN Colorado 18 LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 12/31/19



[Signature]
Notary Public





Notary Public

TOWN OF PARKER CONSENT

By its signature, below, the Town of Parker consents to the assignment by STROH RANCH DEVELOPMENT LLC, a Colorado limited liability company, as Assignor, of the Assigned Rights to JEN COLORADO 18 LLC, a Colorado limited liability company, and the assumption by JEN COLORADO 18 LLC, a Colorado limited liability company, as Assignee, of the Land Obligations, as defined in the foregoing Assignment and Assumption Agreement. The Town of Parker agrees that Assignor shall be relieved of and released from any further obligations with respect to the Land Obligations assumed by Assignee. This Consent shall not be construed as a consent to any further transfer or assignment of any obligations under or interest in the TOP Agreement, and any such transfer or assignment shall require the Town's prior written consent in each instance. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the TOP Agreement nor a waiver of any of the Town's rights or remedies thereunder, except as expressly provided herein.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: February 20, 2018

Submitted By: Tom Gill, Project Manager
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: 2018 Townwide Roadway Reconstruct Program (CIP 18-003)

Amount: \$1,109,227.60

Contractor: T & M Construction

Department: Public Works and Engineering, Tom Gill

EXECUTIVE SUMMARY

Award of a trade contractor agreement with T&M Construction for the 2018 Townwide Roadway Reconstruct Program (CIP 18-003) project for \$1,109,227.60.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publically opened competitive bids on February 6, 2018, for the 2018 Townwide Roadway Reconstruct Program (CIP 18-003) project. This project will include the reconstruction of distressed J Morgan Boulevard concrete pavement to a composite asphalt pavement section. The work on J Morgan Boulevard will be from the Stroh Road intersection north to approximately 150 feet north of the Cody Avenue intersection. This roadway reconstruction is a continuation of the work on J Morgan Boulevard that was completed in 2017.

Town received bids from eight (8) contractors, with T&M Construction being the lowest responsible bidder. T&M Construction has completed several capital improvement projects for the Town with the most recent being the 2016 Townwide Roadway Reconstruct Program project. All of their projects were completed on schedule and within budget. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

- 1) T&M Construction - \$1,109,227.60
- 2) Asphalt Specialties - \$1,142,266.45
- 3) Rocky Mt. Excavating - \$1,145,838.05
- 4) Double R Excavating - \$1,204,175.00
- 5) Concrete Works - \$1,214,618.40
- 6) Concrete Express - \$1,234,264.40
- 7) Brannan Sand & Gravel - \$1,240,805.30
- 8) HEI Civil - \$1,295,927.00

Engineer's Estimate - \$1,150,000.00

FINANCIAL IMPACT

Funding for this annual roadway maintenance project has been appropriated in the Streets Capital Improvement Projects (301-4310) fund. The Town needs to maintain our roadway investment through annual maintenance activities in order to maximize the usable life.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



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 20, 2018
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Schoolhouse Plaza and Parking Project Professional Services Agreement (RFP-17-008)**

Amount: \$118,115
Contractor: DHM Design
Department: Cultural, Elaine Mariner

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with DHM Design for the design of The Schoolhouse plaza and parking lot project for \$118,115.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the 2017 budget, Town Council approved funds for staff to start exploring concept designs for the reconstruction of the parking lot and plaza areas at The Schoolhouse (formerly the Mainstreet Center). During the summer of 2017, staff organized and solicited services for on-call landscape architecture and related services. As a result of the competitive solicitation, 11 firms were prequalified and contracted to provide future services for up to five years renewable each year. In August of 2017, staff interviewed two of the pre-qualified landscaped architecture firms including Stanley Consultants Inc., and DHM Design. DHM Design was selected to complete the concept design phase.

In October 2017, staff presented the initial concept design drawings to Town Council and received direction to keep going. In January 2018, staff presented updated concept design drawings including a Base Bid option for \$1,000,000 and a list of Bid Alternates for an additional \$360,307. As a result of the January presentation, staff was advised to proceed with contracting the necessary professional services to complete the bid documents and to put the project out for bid. In step with this advisement, staff received a proposal from DHM Design for the next phase of design and engineering including but not limited to construction

documentation, entitlement and bidding services. The base contract amount is \$118,315 with an additional ten percent held by the Town.

The bid documents will include the Base Bid Scope and Bid Alternates and depending upon funding availability the Bid Alternates may or may not be constructed with the project. The bid documents are tentatively scheduled for release in May 2018 and construction is anticipated to start in July 2018 with an anticipated duration of three to five months depending on weather and scope.

FINANCIAL IMPACT

Funding for this agreement has been appropriated.

STRATEGIC GOAL(S)

**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**ENHANCE ECONOMIC
VITALITY**

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 20, 2018

Submitted By: Dennis Trapp, Projects Administrator
Mary Munekata, Associate Planner

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-014**
A Resolution to Adopt the Parks, Recreation and Open Space Master Plan: 2018-2022, as a Part of the Parker 2035 Master Plan

Department: **Parks, Recreation & Open Space,**
Dennis Trapp
Community Development, Mary
Munekata

EXECUTIVE SUMMARY

As part of the 2017 budget, Town Council approved funding for the development of a parks, recreation and open space master plan. The Parks and Recreation Department and the Community Development Department worked collaboratively on the project with the consultant, Eppley Institute, beginning in the third quarter of 2017. The new Parks, Recreation and Open Space Master Plan 2018-2022 (the Plan) provides a focused vision for long-term sustainability and growth of the parks, trails, open space, and recreation facilities and programs under the Town's stewardship. The Plan will be used as a guiding policy document that will provide direction for the planning and development of Parker's public and private parks, open space and recreation system, programming and future recreation facilities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parks, Recreation & Open Space Master Plan 2018-2022 is a policy document that will guide future Town Parks and Recreation related decisions including the planning and development of a town-wide public and private parks and recreation system to meet the Town's future growth and level of service sustainability goals. The Plan will also provide guidance related to programming and future facility and infrastructure development. Development of the

Plan included data collection and analysis plus community outreach, resulting in policy development with various strategic action initiatives. In addition, the Plan will help advance the Parks and Recreation Department's goal of achieving accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The Plan is broken into six plan elements; community input, benchmarking, needs assessment, system themes, strategic action plan and financial framework. A discussion of each component follows.

Community Input

The Planning process commenced with community engagement to garner valuable input regarding park, recreation and open space amenities that informed the final Plan. The following engagement methods were used:

- Stakeholder and Key Partner Interviews
- Community Surveys – over 1000 responses
- Public Meetings with Comment Sessions
- Project Website

Community feedback identified an overall positive public opinion of the Parks, Recreation and Open Space Department operations, its programming and amenities. A few of the recurring comments were:

“Programmatically, the department is efficient and well run.”

“Parker needs aquatic and recreation facilities in the south.”

“Planning of neighborhoods to include opens pace is well received.”

“Need a balance of developing new facilities and maintaining existing facilities.”

Survey highlights included, top five (5) most important facilities to Parker residents:

1. Trails
2. Parker Recreation Center
3. Playgrounds
4. Parker Fieldhouse
5. Shelters

Facilities and amenities that residents would like to see increased:

1. Restrooms
2. Water-based recreation
3. Drinking fountains in parks
4. Recreation Centers

Benchmarking

The Eppley Institute completed a comprehensive benchmarking analysis against leading industry agencies with Gold Medal or Accreditation status to discern how well the Parker Parks and Recreation Department is performing in comparison to peer cities in the nation. Results revealed that the Town exceed national averages when it comes to access to trails and parks (most located within a 10-minute walk), and recovery rates and revenue from recreation. Conversely, the analysis revealed that Parker needs to develop more large Special Use Parks (sports fields, etc.), and many playgrounds could use updating.

Needs Assessment & Analysis

A few highlights of the needs assessment revealed that an additional Recreation Center should be developed within next 5-10 years; enhance or add wayfinding signage at several locations (parks, trailheads, etc.); continue balanced development of future Town-owned and HOA-owned parks and open space; and update the Land Development Ordinance to assure parks and recreation amenities meet the future needs of our growing community. This section also provides recommendations for Level of Service (LOS) standards for Parker based on guidance from the National Recreation and Park Association.

System Themes and Strategic Action Plan

Five system themes and associated goals were identified and over 80 action items have been recommended in the Plan.

THEME 1: Manage and Protect Assets

- Efficiently and knowledgeably manage the Town of Parker's recreation amenities based on the needs of its residents
- Promote the stewardship of open space and natural resources for the Town
- Ensure that Parker's future growth is supported by appropriate expansion of parks, facilities recreation opportunities and the preservation of open spaces
- Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Open Space, Trails and Greenways Master Plan, and the Parker 2035 Master Plan

THEME 2: Enhance Inclusive Programming

- Provide inclusive programming for all ages, abilities, and income levels through facility updates, ongoing staff education and policy development

THEME 3: Connect People and Places

- Plan for, maintain, and develop safe, multi-modal trail access to parks, open space, and recreation facilities
- Implement the access and transportation goals of the Parker 2035 Master Plan as it relates to parks, recreation and open space
- Promote health and active lifestyles for the community of Parker by continuing to connect residents to high quality facilities, amenities, and programming

- Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Town of Parker Transportation Master Plan

THEME 4: Enhance Organizational Capacity

- Improve organizational strategies in order to maintain existing infrastructure and staffing at the highest level
- Plan for future infrastructure development and maintenance

THEME 5: Programming for Community

- Continue to be responsive and adaptable to community needs and desires for parks and recreation programming
- Serve all Parker residents through proactive, responsible financial planning that results in high-quality, affordable recreation programming

Financial Framework

The financial framework chapter examined the Parks and Recreation Department's fiscal strategies. This review found that their cost recovery rate for recreational programming is an impressive 87 percent. However, the Plan further recommends the Department focus on the comprehensive management of the Town's physical assets – maintenance, upgrades, and cost effective operations.

Additionally, the Department determined the current replacement value of all of its assets as the first step for asset management. This approach will assist in annual tracking and more accurately projecting operating and maintenance costs. Finally, the Plan makes funding recommendations to sustain the current high-quality recreation services and to ensure the Town continues to meet the needs of our growing community.

FINANCIAL IMPACT

Future financial impacts will include costs related to implementation of the Plan including various Strategic Action Initiatives.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 18-014

RECOMMENDED MOTION

I move to approve Resolution No. 18-014.

RESOLUTION NO. 18-014, Series of 2018

TITLE: A RESOLUTION TO ADOPT THE PARKS, RECREATION AND OPEN SPACE MASTER PLAN: 2018 – 2022, AS A PART OF THE PARKER 2035 MASTER PLAN

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

WHEREAS, pursuant to C.R.S. § 31-23-206(b), the Planning Commission shall make recommendations as part of the adoption of the master plan for the development of the Town of Parker and outlying areas, including the general location of public places or facilities, including playgrounds, squares, parks, public grounds, open spaces, trails, and designated federal, state and local wildlife areas;

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

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

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

WHEREAS, the Town Council determined it was appropriate to adopt the Parks, Recreation and Open Space Master Plan 2018 – 2022 (the "Plan"), as a part of Parker 2035 Master Plan;

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

WHEREAS, the mission of the Parker Parks, Recreation and Open Space Department (the "Department") is to provide quality parks and recreation facilities and services to meet the needs of our residents, stakeholders and user groups;

WHEREAS, the Department, in cooperation with the Town's Community Development Department, along with the Town's consultant team of the Eppley Institute for Parks and Public Lands at Indiana University (the "Consultant"), has completed the final draft of the Plan;

WHEREAS, the preparation and implementation of the Plan presents an opportunity to integrate previous Town plans, analyses, community interests, and approaches into a single, focused vision for long-term sustainability and growth of the parks, trails, recreational facilities and programs under the Town's stewardship;

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

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

WHEREAS, the Plan assesses current conditions, identifies community needs and interests, and outlines a strategic action plan that balances opportunity, sustainability, and financial realities;

WHEREAS, the Plan provides recommendations that when implemented will enhance the quality of life for our citizens by providing dynamic, industry leading programs, facilities, parks and services;

WHEREAS, the Plan provides guidance and policy direction for the Department's role in the community;

WHEREAS, the Plan will shape the development of both Town-provided parks and recreation services, in addition to homeowners'-association-maintained parks and facilities, in a manner that is consistent with the Town's sustainability goals, meets the community's level of service criteria, and satisfies general development standards;

WHEREAS, the Plan will guide the Town in policy development, future planning and growth, capital programming and budgeting, as well as meeting park and recreation accreditation standards set by the Commission for Accreditation of Park and Recreation Agencies;

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

- Parker 2035 Master Plan
- Parker Land Development Ordinance
- Parker 2010 Open Space, Trails and Greenways Master Plan
- 2005 Bike Lane Plan
- 2014 Town of Parker Transportation Master Plan;

WHEREAS, as part of the preparation of the Plan, a balanced, open and collaborative community input and engagement process was employed by the Town to ensure citizen support and buy-in, thereby enabling the Town to effectively deliver community-oriented park and recreational opportunities;

WHEREAS, the following public engagement methods were used during the community input process:

- Stakeholder and Key Partner Interviews
- Community Surveys with Over 1,000 Responses
- Master Plan Project Website
- Two Public Meetings and Comment Sessions, September 13, 2017, at Parker Town Hall and December 7, 2017, at the Parker Recreation Center;

WHEREAS, the Town Council held a study session on January 22, 2018, to review and comment on the proposed Plan;

WHEREAS, the Planning Commission held a study session on January 25, 2018, to review and comment on the proposed Plan; and

WHEREAS, the Planning Commission held a public hearing on February 8, 2018, and recommended to the Town Council approval of the Parks, Recreation and Open Space Master Plan 2018 – 2022, as a part of the Parker 2035 Master Plan;

WHEREAS, the Town Council held a public hearing on February 20, 2018, and approved the Parks, Recreation and Open Space Master Plan 2018 – 2022, as a part of the Parker 2035 Master Plan.

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

Section 1. The Town Council of the Town of Parker hereby adopts the Parks, Recreation and Open Space Master Plan 2018 – 2022, which is attached hereto as **Exhibit A** and incorporated herein by this reference, as a part of the Parker 2035 Master Plan.

Section 2. The Town Council directs that a copy of the Parks, Recreation and Open Space Master Plan 2018 - 2022 shall be filed with the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Town of Parker Parks Recreation & Open Space Master Plan 2018-2022

(Attached beginning on following page)

TOWN OF
PARKER
PARKS, RECREATION &
OPEN SPACE MASTER PLAN
2018-2022



ACKNOWLEDGEMENTS

The Town of Parker Parks, Recreation and Open Space Master Plan is the result of planning and outreach of the Parks, Recreation and Open Space Department, Community Development Department, and the master plan contracting agency, the Eppley Institute for Parks and Public Lands at Indiana University.

The planning team would like to extend special thanks for the efforts and participation of the following groups:

PARKER PARKS, RECREATION AND OPEN SPACE DEPARTMENT

PARKER COMMUNITY DEVELOPMENT DEPARTMENT

PARKER MAYOR

PARKER TOWN COUNCIL MEMBERS

**A SPECIAL THANKS TO TOWN STAFF AND COMMUNITY PARTNERS
WHO PARTICIPATED IN STAKEHOLDER INTERVIEWS AND FOCUS
GROUPS.**



TABLE OF CONTENTS

01 1.0 PART ONE: EXECUTIVE SUMMARY

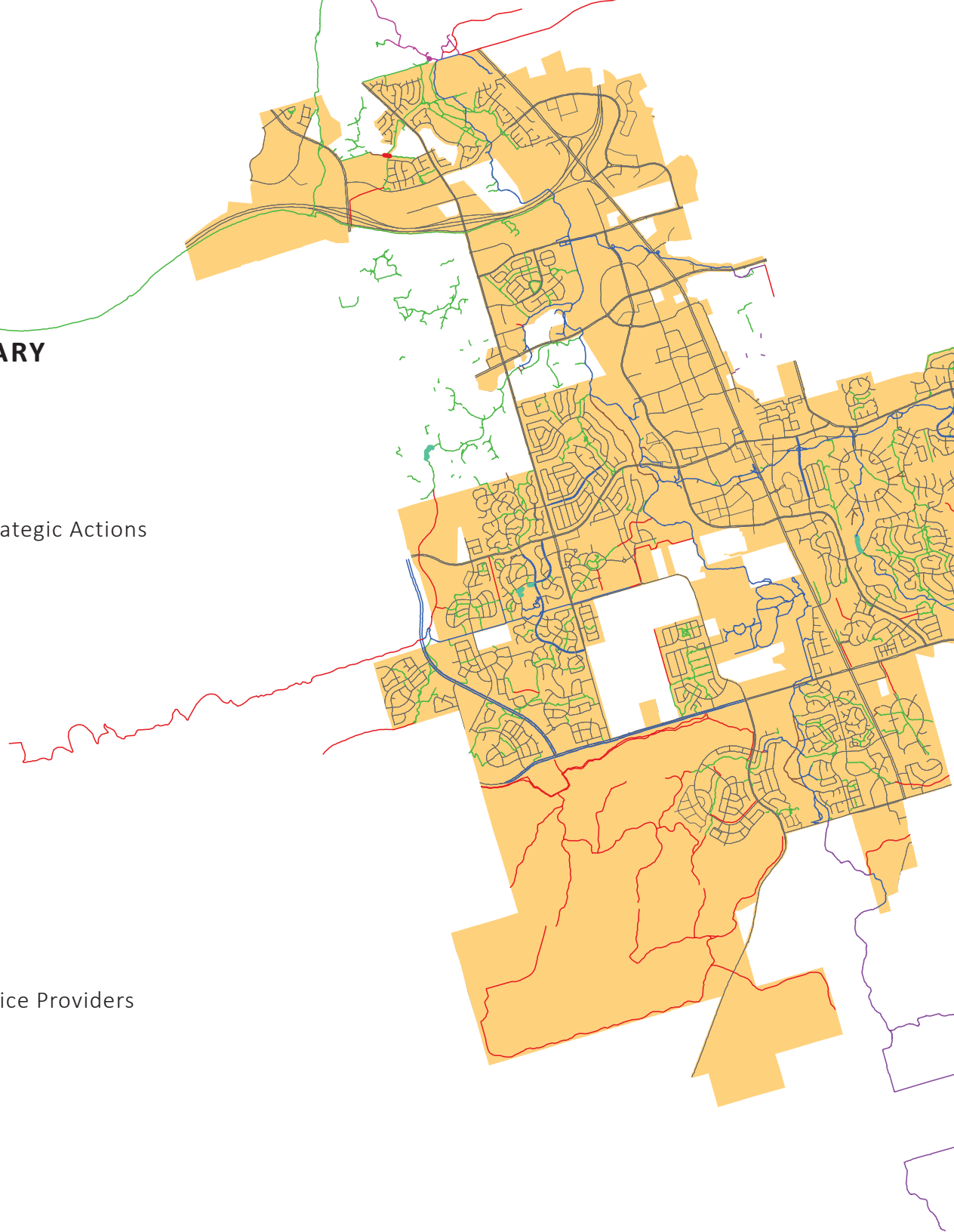
- 02** 1.1 Welcome to Parker!
- 08** 1.2 Master Plan Process and Timeline
- 08** 1.3 Community Input
- 12** 1.4 Parker's Commitment to Accessibility
- 14** 1.5 The Path Forward: System Themes and Strategic Actions
- 23** 1.6 Conclusion

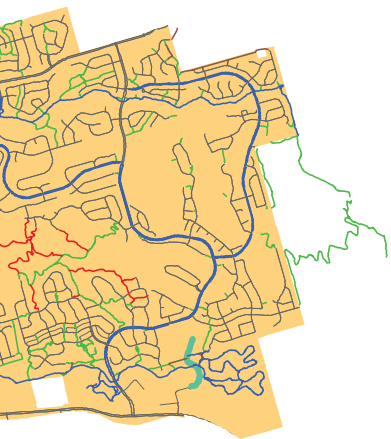
25 2.0 PART TWO: THE PLAN

- 26** 2.1 Community Input
- 33** 2.2 Benchmark Communities
- 47** 2.3 Needs Assessment and Analysis
- 69** 2.4 System Themes and Strategic Action Plan
- 76** 2.5 Financial Framework

81 APPENDICES

- 83** A. Stakeholder Interview Questions
- 85** B. Stakeholder Interview List
- 89** C. Community Survey
- 103** D. Town of Parker Recreation Facility and Service Providers





Through world-class facilities, specialized recreation programs for all ages, a vast network of parks, trails and open space, and a wide variety of community events, Parker Parks and Recreation is a key ingredient in the glue that holds the Parker community together. Parker's Parks and Recreation Master Plan will help us acknowledge our successes, while providing us a roadmap to meet the future needs of an active and growing population.

— MAYOR MIKE WAID, TOWN OF PARKER

I lived in Parker before there was a Rec Center, and was so happy when it was built. Then it got expanded and got even better. But it wasn't until I was diagnosed with MS that I really came to love the Rec Center, and the work of Justin, the best personal trainer there, helped me regain balance and strength. Now I can run 5k's!

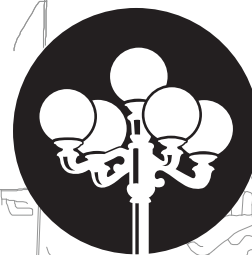
— TODD T., FACEBOOK

Great place for the entire family. Fitness and recreation options for every age and skill level. The staff is always friendly and the program's well organized. The kids play pool and lazy river rock!

— HOLLIE M., YELP



PART 1 **EXECUTIVE SUMMARY**



PARKER
C O L O R A D O

1.0 WELCOME TO



PARKER!

The Town of Parker, Colorado, encompasses 21.82 square miles and is located in northeastern Douglas County, twenty miles southeast of Denver. With a population just over 50,000 people, Parker is an ideal community for individuals looking for small town living within the Denver Metro Region.

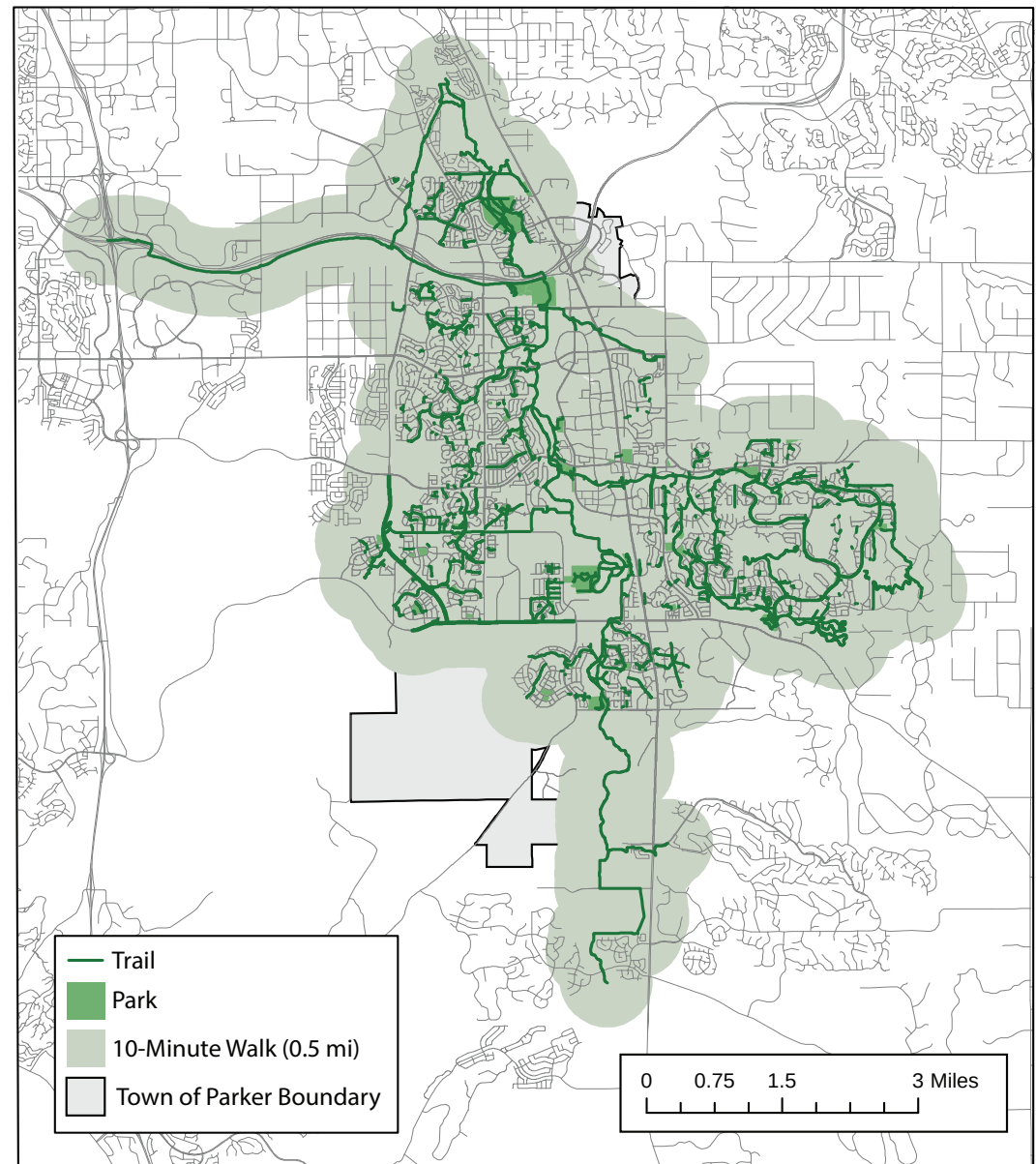
The Town incorporated in 1981 with one square mile of land and a population of 285. Throughout the 1980s, the residents saw their community transform from a rural crossroads to a town of more than 6,000 residents by 1990. The population has continued to grow quickly, from approximately 23,000 people in 2000 to today's population. Although Parker is still growing—the population is expected to continue increasing—Town leaders and citizens want to maintain the hometown feel that has been, and continues to be, a hallmark of life in the community.

According to a 2016 survey conducted by WalletHub, Parker is one of the Best Small Cities in America, based on key indicators of livability, including housing costs, school system quality, and cultural and economic opportunities such as the number of restaurants per capita. Parker was one of only three Colorado communities listed among the study's top 20 cities. In addition to Parker's close proximity to a large urban employment center, the community boasts a clean environment, natural beauty, views of the Rocky Mountains, and access to a wide range of recreational amenities.

A FIRM FOUNDATION, A BRIGHT FUTURE

The Town of Parker has invested substantial resources over the years in developing a comprehensive parks, open space and recreation system that contributes to the community's outstanding quality of life. The Parks, Recreation and Open Space Department has been instrumental in this effort supported by the Community Development Department and other partners. The Town of Parker Parks, Recreation and Open Space Department has been named a finalist for the National Recreation and Park Association's (NRPA) Gold Medal Award as a top agency for its population five times over the past 20 years, earning the highest honor in both 2000 and 2011. The Department functions as the foundation for the community's quality of life, operating 15 parks, nine trails totaling 38 miles, the Parker Recreation Center, H2O'Brien Pool, Parker Fieldhouse, and a comprehensive recreation, sports, and events program for the community. In order for the Department to continue to enhance quality of life for Parker's residents, it must continue to provide dynamic, industry-leading programs, facilities, parks, and services. To accomplish this goal, a comprehensive master plan is necessary.

The planning area for the Parker Parks, Recreation and Open Space Master Plan includes the Town of Parker boundaries. To highlight Parker resident's current access to park and recreation amenities, the map to the left illustrates that over 95% of Parker residents are within a 10-minute walk of a nearby park, trail, and/or open space.



Residents of Parker: Access to Parks, Trails, and Open Space within a 10-minute Walk

MISSION

The mission of the Town of Parker Department of Parks, Recreation and Open Space is to provide quality parks and recreation facilities and services to meet the needs of our community by utilizing the resources of our team, and fostering an environment that encourages support, creativity and integrity.

VISION

The vision of the Department of Parks, Recreation and Open Space is to enhance the quality of life of our citizens by providing dynamic, industry leading programs, facilities, parks and services.



PARKER
COLORADO
Parks and Recreation

PARKER PARKS & RECREATION



STRATEGIC GOALS 2017-2021



The development and implementation of a Parks, Recreation and Open Space Master Plan presents the Town of Parker with a unique opportunity to integrate other Town plans, analyses, community interests, and approaches into a single, focused vision for sustainability and growth of the recreational facilities and programs to serve the growing population under the Town's stewardship. This master plan is a 5-year plan, with portions of 10-year strategies integrated throughout.

This master plan also includes plans for providing parks, trails and recreation facilities and preserving open space as growth and development in the community occur. Much of the Town's parks, open space and trails that serve residents are preserved

through the Town's development review process. One of the results of this is that Parker has an extensive network of neighborhood parks and trails that are built by the developer with new housing and are maintained by homeowners' associations. While the Town provides town-wide parks and recreation, the smaller neighborhood facilities play a vital support role to the provision of parks services to residents. The plan includes high level policy recommendations regarding the development process and how we can ensure that park design, amenities, safety, and maintenance standards meet the Town's vision and goals for parks and recreation amenities, the Town's Land Development Ordinance requirements, and alignment with the Parker 2035 Master Plan.



The Town has created this system-wide master plan for parks, recreation, and open space opportunities to meet the current and future needs of the community. The plan assesses current conditions, identifies community needs and interests, and outlines a strategic action plan that balances opportunity, sustainability, and financial realities. The master plan provides guidance and policy direction for the Parker Parks, Recreation and Open Space Department's role in the community. The plan will shape the development of both Town-provided parks and recreation services, as well as homeowners' association maintained facilities, in a manner that is consistent with the Town's sustainability goals and align with the community's level of service and standards.

Ultimately, the Parker Parks, Recreation and Open Space Master Plan will guide the Town in policy development, capital programming and future planning and growth, as well as meeting park and recreation accreditation standards set by the Commission for Accreditation of Park and Recreation Agencies.

During the master planning process, other Town plans were referenced, supported and integrated throughout the plan. The importance of reviewing existing ordinances and previously agreed upon definitions was considered seriously. This Parks, Recreation and Open Space Master Plan is a careful integration of community input and Town priorities. To view the following corresponding Town plans, please contact the Town of Parker:

- Parker 2035 Master Plan
- Parker Land Development Ordinance
- Parker 2010 Open Space, Trails and Greenways Master Plan
- 2005 Bike Lane Plan
- 2014 Town of Parker Transportation Master Plan



The background of the slide is a photograph of a paved path that curves through a field of tall, golden-brown grass. In the distance, there are trees with autumn foliage, and the sun is setting behind them, creating a bright, warm glow and long shadows. The sky is filled with soft, white and grey clouds. A semi-transparent white box is overlaid on the upper half of the image, containing the title and a quote.

PARKER 2035 MASTER PLAN: OPEN SPACE AND RECREATION VISION

"Our Parker community will respect, manage and actively seek open space resources and recreational opportunities in ways that sustain and protect the natural environment while providing recreational opportunities and unobstructed views. As such, Parker will sustain a balanced system of open lands, natural areas, recreational spaces and parks, including trails and open areas."

1.2 MASTER PLAN PROCESS AND TIMELINE

The Town and its departments have embarked on many Town-wide planning efforts over the years. This plan is the Town's first comprehensive master plan focused exclusively on parks, recreation and open space. This master plan effort is a critical and required component to be accredited by the Commission for Accreditation of Park and Recreation Agencies. The process of developing the plan began in August 2017 with kickoff meetings including community stakeholders, as well as a thorough examination of department and community resources and current planning documents. In September, parks, facilities and programs were assessed, including a physical examination of each facility for amenities and quality.

A community engagement process also began in September and included individual and group meetings with key stakeholders, surveys, and open public meetings. Work continued during November and December with a comprehensive analysis, assessment of needs, and development of a strategic action plan that established goals and strategic actions. The draft plan was presented to the Parker Planning Commission, Town Council and the public in January 2018 and formally adopted in February.



1.3 COMMUNITY INPUT

The importance of public involvement in the decision-making process cannot be overestimated. Parker residents are passionate about their park, recreation, and open space amenities – and it showed in public engagement efforts!

Public engagement is vital if Town of Parker leaders want Parker's citizens to support the plan, enabling the Town to effectively deliver community-oriented park and recreation opportunities.

Overall, the public process must be balanced, open, and collab-

orative. In order for Parks and Recreation staff to build trust and create a plan that would secure support from advisory groups, the Parker Town Council, department staff, and the community's diverse user groups, the following engagement methods were used:

- Stakeholder and Key Partner Interviews
- Community Surveys
- Master Plan Project Website
- Public Meetings with Comment Sessions

STAKEHOLDER AND KEY PARTNER INTERVIEWS

Stakeholders and key partners are individuals who represent the Parks, Recreation and Open Space Department and community as a result of their position, involvement, interest, or identity in the community. Stakeholders generally represent a cross section of the community and were interviewed in order to obtain a sense of overall public opinion. Stakeholders included representatives from area nonprofits, schools, business, land developers, and Town staff and officials. See Appendices A&B for full list of stakeholders and the questions used in the interviews.

Interviews were conducted individually and in small groups and lasted approximately one hour. Interviewers asked open-ended questions and allowed individual stakeholders or groups to respond and discuss at the topic at length.

THE HIGHLIGHTS INTERVIEW DATA INCLUDED THE FOLLOWING RECURRING REMARKS:

Programmatically, the department is efficient and well run.

Parker needs aquatics facilities in the south.

Planning neighborhoods to include open space is a well-received practice.

Parker needs to better balance the development of new facilities and maintenance of existing facilities.

Seeking public/private partnerships is important in order to meet community demands.



SURVEY SAYS:

Top 5 most important facilities to Parker residents:

1. Trails
2. Parker Recreation Center
3. Playgrounds
4. Parker Fieldhouse
5. Shelters

Which 3 facilities contribute most to your health?

1. Trails
2. Recreation Center
3. Parker Fieldhouse

Facilities & amenities that residents would like to see increased:

1. Restrooms
2. Water-based recreation
3. Drinking fountains in parks
4. Recreation centers

When asked "If you did not use a park or trail, please indicate below whether or not you knew about it." The 5 parks selected most often as "Unaware park existed" include:

1. Living Wheel Park
2. McCabe Meadows
3. Auburn Hills Community Park
4. Preservation Park & Trailhead
5. Baldwin Gulch Trail

Over 62% of survey respondents attended a community event hosted by Parker Parks and Recreation (e.g. races, festivals) during the past year.

When asked about the benefits residents receive from parks, trails, recreation facilities, programs and services, FOUR benefits rose to the top:

1. Improve physical health and fitness
2. Improve mental health and reduce stress
3. Enhance community appearance
4. Preserve open space and the environment

79% of survey respondents utilize a park managed by a Homeowners Association (HOA).

For those respondents who did not use an HOA park, it was because 1) there was no HOA park near them or 2) the HOA park did not have the facilities/amenities that interested them.

COMMUNITY SURVEYS

Community surveys were used to gauge public opinion, interests, and beliefs about the current recreation and park system in the Town of Parker. The survey was offered in two ways:

- a convenience survey was open to any resident who wanted to take it and promoted through department and Town of Parker social media and websites;
- The same survey was also mailed to a selection of households chosen at random.

The purpose of the random sample survey was to provide statistical validation through the retrieval of a random sample of Parker residents that represented park and recreation users and non-users, from varying backgrounds, ages, abilities, etc. Five-thousand households received the random survey. Parker residents are highly invested in the Parks, Recreation and Open Space Department. Over 1,000 survey responses were collected through the combined efforts of the convenience and random surveys. See Appendix C for a copy of the community survey. Highlights from the random (statistically valid) survey are to the left.

MASTER PLAN PROJECT WEBSITE

The project team kept the public informed and updated about the master plan throughout the process using the project website. From the time of its launch and throughout the project, the site contained:

- General information about the parks and recreation master planning process.
- A project timeline and information about major milestones.
- Information about the consultant team.
- Information about how to participate in the public engagement process.
- A portal to access the community survey.

The URL for the website is <http://go.iu.edu/ParkerMasterPlan>

PUBLIC MEETINGS

The public was further engaged during the developmental stages of the master plan via public meetings. Two general public meetings were held, one on September 13, 2017 at Town Hall and a second on December 7, 2017 at the Parker Recreation Center.

Specific objectives of the September public meeting included:

- Explaining why the Town needed a master plan and the benefits of such a plan.
- Describing the Town's existing recreation programs and park facility offerings.
- Soliciting opinions on the community's parks, recreation and open space needs, condition of existing facilities, and what goals should Parker strive for.

At the December public meeting, Parker staff:

- Presented findings from research conducted to date (specifically, public survey and other public engagement findings).
- Gathered input about each of the emerging themes that arose from the research to confirm and validate ongoing findings.

These meetings and access to the community survey were heavily promoted through the Town of Parker's websites (www.ParkerOnline.org & www.ParkerRec.com), through the Parks and Recreation and Town Facebook Page, and through the distribution of 500+ flyers at open house events. Public comments were recorded and integrated into the Needs Assessment and Action Plan sections of this master plan.





1.4 PARKER'S COMMITMENT TO ACCESSIBILITY

The Parker Parks, Recreation and Open Space Department is committed to meeting the needs of people with disabilities. In recent years, the Department has voluntarily participated in accessibility reviews of facilities and programming. During this planning process, the Department continued its commitment and opted to have a site inspection completed by an accessibility specialist at the Eppley Institute. This type of site inspection is rare in master planning and is certainly viewed as 'above and beyond' the standards in the industry.

The Eppley Institute utilizes the Americans with Disabilities Act accessibility standard for program access as a guiding principle for viewing the Department's programs, activities, and services, in their entirety, when considering barrier removal. The inspector/inspection team looks critically at all programs from the point of view of persons who have impairments to vision, hearing, mobility, and/or cognitive processes. This approach focuses the inspection on the experiential components of a site, as opposed to compliance with minimum design standards. The Eppley Institute views the physical environment as a catalyst for program access and thus forms recommendations for barrier re-

removal with program access at the forefront of investigative and reporting processes.

The goal of the Eppley Institute ADA site inspection was to assist parks and recreation personnel in long-term planning by identifying barriers to facilities and program participation for people with disabilities and proposing recommendations for barrier removal and improved access. The facilities under the jurisdiction of the Parker Parks, Recreation and Open Space Department largely met the requirements of the accessibility standards, with significant gains made within the last several years to become compliant with minimum standards for accessible design.

The Town of Parker is committed to setting and meeting ongoing goals for minimum compliance, as well as exceeding expectations in program and service delivery for individuals with disabilities. Furthermore, Parker's commitment to accessibility is evident throughout the system themes, goals, and strategic actions of this master plan.

For full details of the ADA Site Inspection Report, a copy can be obtained at the Parker Parks, Recreation and Open Space Department.





1.5 THE PATH FORWARD: SYSTEM THEMES AND STRATEGIC ACTIONS

The strategic action plan found in this section of the master plan encompasses careful research, community input, and thoughtful future planning on behalf of the Town of Parker. With the implementation of this action plan, the vast majority of community members will be able to access recreation opportunities close to their homes via safe, walkable connections to parks and recreation facilities throughout the Town. The themes presented here align with the Parks, Recreation and Open Space Department's strategic goals, found in the executive summary of this plan. The Town of Parker's park and recreation services and amenities fit together to form a park and recreation system that is enjoyed by the entire community. Parker's parks and recreation facilities provide broad benefits to the community, including individual, social, economic, health, and environmental advantages. Residents value Parker's facilities and services and have grown to expect high-quality offerings from the Department. The local economy benefits from the Department's work as well: The Town's park and recreation amenities help Parker attract and retain an educated and healthy workforce, the local tourism industry benefits from visitors in town for special events, and local businesses see increased sales, in turn producing increased tax revenues for the Town.

Five themes emerged from the community engagement and assessment process, each theme helping shape the planning and decision-making described in this master plan. Each theme has corresponding goals and action items. These action items are specific and doable, outlining a clear means for Parker to achieve its goals in the desired timeframe. The five themes are:

1. Manage and protect assets
2. Enhance inclusive programming
3. Connect people and places
4. Enhance organizational capacity
5. Programming for community

The strategic direction of the action plan will focus the energy, commitment, and resources of the municipality, other departments, local businesses, and user groups to revitalize and maintain parks, recreation facilities, and programs as needed. The remainder of this section will outline the strategic actions, their expected year of completion, and potential funding sources for each action. In order for this plan to succeed, it is recommended that it be revisited annually, if not quarterly, to track progress and celebrate achievements.

The background of the slide is a photograph of a sunset over a field of tall, golden-brown grass. The sun is low on the horizon, creating a warm, orange glow. The sky is a mix of blue and orange. On the right side of the slide, there is a solid blue vertical bar.

— SYSTEM THEMES —

MANAGE AND PROTECT ASSETS

ENHANCE INCLUSIVE PROGRAMMING

CONNECT PEOPLE AND PLACES

ENHANCE ORGANIZATIONAL CAPACITY

PROGRAMMING FOR COMMUNITY

THEME 1: MANAGE AND PROTECT ASSETS

GOAL(S)

1. Efficiently and knowledgeably manage the Town of Parker's recreation amenities based on the needs of its residents
2. Promote the stewardship of open space and natural resources for the Town of Parker
3. Ensure that Parker's future growth is supported by appropriate expansion of parks, facilities, recreation opportunities, and the preservation of open spaces
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Open Space, Trails and Greenways Master Plan, and the Parker 2035 Master Plan

STRATEGIC ACTIONS

TOWN-WIDE

- Recapitalize older playgrounds into modern, attractive facilities.
- Ensure coordination between the Parks, Recreation and Open Space Department and the Community Development Department occurs, to comprehensively address issues arising with privately maintained parks and open spaces.
- Adopt a uniform design policy for Town-owned park-site amenities (e.g. picnic tables, trash receptacles, drinking fountains, etc.).
- Adopt a policy establishing interpretive signage standards and replacement guidelines.
- Align the standards in the Land Development Ordinance (LDO) with the policies outlined in the Parks, Recreation and Open Space Master Plan.
- Implement a policy addressing sustainable design as it relates to facility construction, product purchasing, waste reduction/handling, and energy/natural resources conservation.
- Manage open space preservation by establishing a standard process for acquisition of property by utilizing the criteria in the Open Space, Trails and Greenways Master Plan.
- Develop a policy to promote a balance of quality and quantity in the planning, design and development of HOA parks, recreation and open space associated with new residential development.
- Implement a policy addressing sustainable design as it relates to facility construction, product purchasing, waste reduction/handling, and energy/natural resources conservation.

AUBURN HILLS COMMUNITY PARK

- Create a park-specific mini master plan addressing unsustainable water issues.
- Create a usage agreement with Prairie Crossing Elementary School to expand the school visitors' parking area and link school grounds to the park with a dedicated pathway or designate parking along the roadway for park users.

BALDWIN GULCH TRAIL

- Install way-finding signage.

BAR CCC PARK

- Install lights for fields.
- Review existing pavilion use and replace if needed with larger units.
- Redesign and upgrade parking area.

COTTONWOOD TRAILHEAD

- Upgrade amenities, including the pavilion, trash receptacles, and picnic tables.
- Redesign and upgrade parking area.

DOG PARK & DISC GOLF

- If feasible, add natural plantings to the disc golf course to serve as obstacles/hazards as well as to enhance the course's appearance.

H2O'BRIEN POOL

- Review opportunities for redevelopment and/or expansion of existing aquatic assets. Consider a new indoor/outdoor pool at the same location or explore opportunities at a different location.

LIVING WHEEL PARK/20 MILE HISTORIC PARK

- Update signage in park.
- Designate a shared parking area for park users.
- Consider a redesign that would add active recreation amenities.



MCCABE MEADOWS

- Install arboretum signage to facilitate self-led environmental education.
- Enhance arboretum area with additional plantings using native species.
- Identify opportunities to enhance the visibility of and access to McCabe Meadows from Parker Road.

PARKER FIELDHOUSE

- Conduct an efficiency study to identify opportunities to utilize space more efficiently and augment programming.
- Implement second-phase expansion of the Fieldhouse.

O'BRIEN PARK

- Complete the design and construct the north property.
- Complete the design and construction of pedestrian safety improvements along the southern edge of the park fronting Mainstreet.
- Maintain and improve bike/pedestrian access to the park from Mainstreet, Sulphur Gulch Trail and points west of Parker Road.

RAILBENDER SKATE AND TENNIS PARK

- Research costs and benefits of an additional skate park or expansion of the existing facility, including opportunities for maintenance upgrades.

RUETER-HESS RESERVOIR

- Implement the Rueter-Hess Reservoir Recreation Master Plan in partnership with the Rueter-Hess Recreation Authority.
- Collaborate with the Rueter-Hess Recreation Authority to explore access options for residents of Anthology North and Hess Ranch.

SALISBURY SPORTS COMPLEX

- Complete Salisbury North design and construction.

- Update signage to separate the two distinct recreation opportunities (equestrian and athletic).
- Determine and implement a direct connection to the East West Trail.

NEW SOUTH RECREATION CENTER

- Establish partnerships with Senior Services, local health care providers, and other pertinent agencies to explore funding opportunities.
- Initiate a site selection evaluation and explore funding for site design and completion.

NEW ICE ARENA

- Investigate establishing a new indoor ice arena, operated in conjunction with public or for-profit partners. If opportunity exists, conduct co-funded feasibility study.

PRESERVATION PARK

- Revisit Preservation Park conceptual plan to include an updated vision and enhance connectivity opportunities.

THEME 2: ENHANCE INCLUSIVE PROGRAMMING

GOAL

1. Provide inclusive programming for all ages, abilities, and income levels

STRATEGIC ACTIONS

- Address the priorities identified in the Town of Parker Parks, Open Space, and Recreation ADA Site Visit Report (October 2017).
- Modernize sports and athletic facilities to optimize inclusive access.
- Establish a policy for the internal review of existing and future park plans to provide greater inclusion.
- Coordinate with homeowners associations to improve ADA access of existing and future HOA-operated parks.
- Establish and actively promote a communication policy and network to facilitate the conveyance, review, and timely response to accessibility concerns from community members.
- Provide educational opportunities for staff on inclusion best practices.
- Set a departmental goal of having a minimum of two staff members trained in identifying accessibility issues.
- Expand availability of universally inclusive playgrounds to the greatest extent possible, targeting 25% of all playgrounds in the next 10 years.



THEME 3: CONNECT PEOPLE AND PLACES

GOAL(S)

1. Plan for, develop, and maintain safe, multi-modal access to parks, open space, and recreation facilities
2. Implement the access and transportation goals of the Parker 2035 Master Plan as it relates to parks, recreation and open space
3. Promote healthy and active lifestyles for the community of Parker by continuing to connect residents to high quality facilities, amenities, and programming
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Town of Parker Transportation Master Plan

STRATEGIC ACTIONS

- Consider parallel soft surface trails to expand the carrying capacity and usability of current and future trails.
- Implement trail improvements within the Public Service Company of Colorado (PSCo) right-of-way.
- Plan for and provide multi-modal access to community and regional parks serving more than one neighborhood.
- Improve the safety of access to/from parks, recreation and open space through implementation of NRPA Safe Routes to Parks strategies.
- Adopt a policy document providing guidance on best practices for the design of high-use, multi-modal trails with special attention paid to signage, width, and ease of access.
- Install additional bike “fix it” stations systematically throughout trail network and identify them on trail maps.
- Update the Bike Lane Plan and Open Space, Trails and Greenways Master Plan where not superseded by the Parks, Recreation and Open Space Master Plan.
- Update the Land Development Ordinance to ensure that private parks and recreation facilities are integrated and well connected to adjacent neighborhoods.
- Design and construct the Kinney Creek Trail.
- Implement way-finding signage at trail head common gathering areas and throughout the trail system.
- Determine plan for new trail development and incremental re-design of existing trails to be implemented over next 20 years.
- Explore feasibility of trail connection linking Bradbury Ranch neighborhood to the Newlin Gulch Trail.
- Explore connectivity opportunities to link O’Brien Park, Discovery Park, Mainstreet and the Sulphur Gulch Trail.
- Extend Newlin Gulch Trail south of Stonegate to Rueter-Hess Reservoir.
- Implement E-470 trail construction, including the grade-separated crossing at Parker Road.

THEME 4: ENHANCE ORGANIZATIONAL CAPACITY

GOAL(S)

1. Improve organizational strategies in order to maintain existing infrastructure and staffing at the highest level
2. Plan for future infrastructure development and maintenance

STRATEGIC ACTIONS

- Explore opportunities for staff training to enhance organizational capacity and support professional development.
- Review membership and gate access fees, adopt a policy for their regular review, and set goals based on measurable factors.
- Review and optimize internally operated and contracted concessions operations.
- Ensure departmental coordination and collaboration between Parks, Recreation and Open Space Department and Community Development Department regarding the planning, dedication, and construction of trails, parks and open space lands.
- Improve understanding of parks, recreation and open space issues as they relate to growth management and development review.
- Earn accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA).
- Adopt a policy for comprehensive staff involvement during review of park mini master plans in order to support best practices overall, better account for maintenance considerations, and provide optimal programming opportunities for users.
- Develop a well-rounded and well-marketed sponsorship program.
- Investigate a partnership with Douglas County Community Foundation to create a dedicated fund supporting annual fundraising drives and planned giving campaigns.
- Implement a financially equitable policy for facility use through partnerships.
- Develop an asset management plan, whereby repairs, replacement, and recapitalization are forecasted for the next 5-10 years. Ensure capital improvement budgets reflect forecasted asset management.
- Investigate partnership opportunities for free or reduced-cost water hookups and usage fee as a by-product of the Reuter Hess agreement.
- Investigate and implement modern maintenance work order and asset management software.
- Develop a staffing plan reflective of future needs with key funding benchmarks to support critical positions.



THEME 5: PROGRAMMING FOR COMMUNITY

GOAL(S)

1. Continue to be responsive and adaptable to community needs and desires for parks and recreation programming
2. Serve all Parker residents through proactive, responsible financial planning that results in high-quality, affordable recreation programming

STRATEGIC ACTIONS

- Establish (or partner to offer) more interpretive programs (self-led and/or facilitated).
- Investigate community desire for specialized outdoor recreation (e.g., archery, bouldering, challenge courses, fishing, etc.).
- Plan for the changing needs of an aging community and align land use planning, development review, and facilities planning to respond accordingly.
- Examine cost-recovery practices and implement a policy that differentiates cost-recovery goals by functional area.
- Implement a policy for establishing programming fees.
- Create a recreation program plan that considers age and ethnicity to provide park and recreation opportunities more equitably to Parker residents.
- Develop environmental education programs for open space properties.



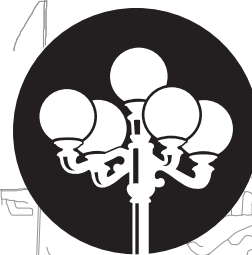


1.6 CONCLUSION

The Town of Parker Parks, Recreation and Open Space system is vibrant, highly respected, award-winning, and beloved by its residents. This master plan provides the analysis of the system's current condition and challenges, key themes that emerged through in-depth community engagement, and industry trends in parks and recreation. If Town staff and elected officials continue to work together to achieve the goals and action items set forth by the master plan, the Town will be positioned to pro-actively make decisions and receive the greatest return on investment. The most significant elements of this plan are the call to action and future positioning of the Town to achieve the community's highest priorities and be responsible stewards of public assets and dollars.



PART 2
THE PLAN



PARKER
C O L O R A D O

2.1 COMMUNITY INPUT

SUMMARY OF OUTREACH EFFORTS

As stated in the executive summary, a critical component of the master planning process is community input and engagement. A balanced, open, and collaborative engagement process is necessary to effectively deliver a community-oriented master plan. Garnering community and stakeholder input was an integral part of the master planning process as a whole, as the Town's goal was to secure support for the master plan from Parker residents, the Town Council, Planning Commission, Town Administrator's Office, advisory groups, Town staff, and the variety of groups that use the Town's amenities and services.

Community members contributed to the master plan via four key means:

- Stakeholder and key partner interviews
- Community survey
- Master plan website
- Public meetings with comment session or survey

STAKEHOLDER AND STAFF INTERVIEWS

Thirty-eight stakeholder and staff interviews were conducted on September 11-13, 2017. The interviews took place individually and in small groups and lasted approximately one hour. Interviewers asked open-ended questions and allowed individual stakeholders or groups to respond and discuss the topic at length. Feedback from these interviews has been incorporated into this master plan, most notably in the Needs Assessment and Analysis and System Themes and Action Plan sections. See Appendices A & B for a list of stakeholders and questions asked in the interviews.

Interview data included the following recurring remarks:

- Programmatically, the department is efficient and well run.
- Parker needs aquatics facilities in the south.
- Planning neighborhoods to include open space is a well-received practice.
- Parker needs to better balance the development new facilities and maintenance of existing facilities.
- Seeking public/private partnerships is important in order to meet community demands.

COMMUNITY SURVEY

Parallel convenience and random scientific community surveys were administered to gauge public opinion, interests, and priorities regarding Parker's current park and recreation system. The survey was created by the Eppley Institute and validated by the Town of Parker Master Planning Committee. A final copy of the community survey can be found in Appendix C.

To further validate input provided by the stakeholder and staff interviews and to generate statistically valid data, a community survey was mailed to 5,000 random Parker residents. An exact duplicate of the random survey was administered online as a convenience survey. The convenience survey provided all Town residents with an additional opportunity to share their opinions regarding the future of the Parker Parks, Recreation and Open Space Department. Both surveys were promoted via social media channels, the project web page and Town of Parker mailings.

The population of the survey was defined as all individuals 18 years of age or older who maintain a primary residence in the Town of Parker. The survey population excludes minors 17 years of age or younger, those who consider Parker to be a secondary residence, and anyone with a primary residence outside of Town limits.

COMMUNITY SURVEY CONTINUED...

A probability sampling methodology was used to administer the random survey. At the time of survey development, the U.S. Bureau of the Census reported via the 2011-2015 American Community Survey 5-Year Estimates that the 2015 population of Parker, Colorado, was 47,432 (+/- 71), and the number of residents aged 18 years or older (i.e., the survey population) was estimated to be 32,523 (+/- 486), or 68.7% (+/- 1.0%) of the total population. The focus was to generate findings generalizable to the entire study population with a 95% confidence level and 5% confidence interval. As a result, a sample size of 380 was required. To achieve the necessary number of responses (i.e., 380), a sample of 5,000 addresses were randomly drawn for the study. At the time of closure, 531 random surveys were returned. A total of 558 convenience surveys were returned. It is notable that more than 80% of the random survey responses were returned by mailed paper copy. A much smaller percentage of respondents took the survey online. The availability of paper copy surveys most likely contributed to the success of reaching the sample size required and, as a result, obtaining statistically valid, generalizable results.

The community survey results set the foundation for priorities identified in this Parks, Recreation and Open Space Master Plan. The alignment of this community input and master plan priorities is most notable in the following areas: the importance of open space preservation, trail maintenance and development as a means of connectivity, and continued access to high-quality programs and services. A cross reference of these items illustrates the supporting elements of community input and actions set forth in this master plan.

A copy of data generated by the convenience and random surveys can be obtained at the Parker Parks, Recreation and Open Space Department.



The following survey items summarize the major findings of the community survey:

FIGURE 1: PARKS AND TRAILS USED MOST OFTEN BY PARKER RESIDENTS

Parker residents used the following parks and trails the most in the past year: Cherry Creek Trail, Sulphur Gulch Trail, Tallman Gulch Trail, O'Brien Park, and Newlin Gulch Trail.

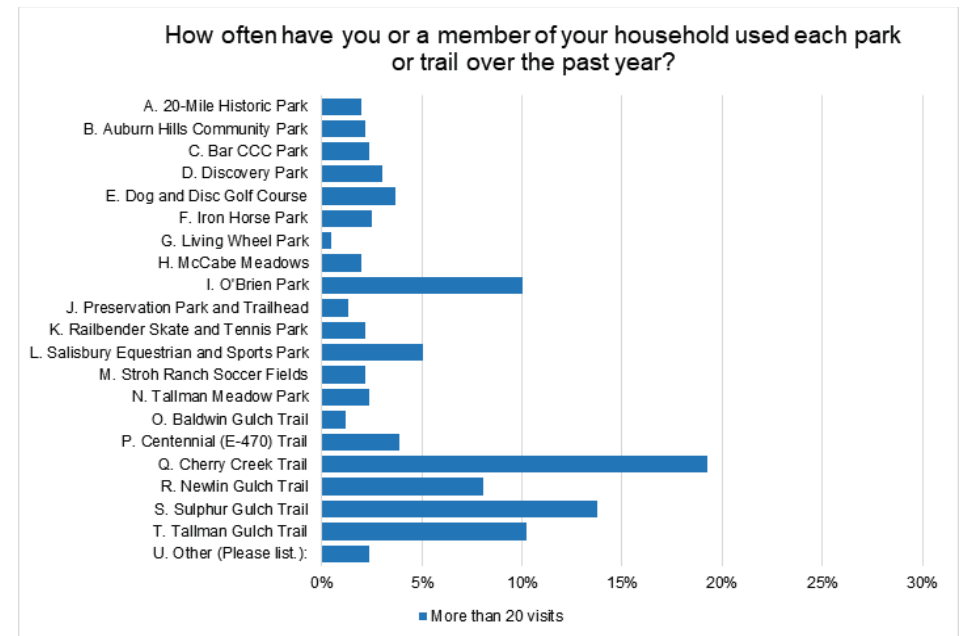


FIGURE 2: PARKER RESIDENT'S AWARENESS OF PARKS AND TRAILS

Parker residents are least aware of the following parks: Living Wheel Park, McCabe Meadows, Auburn Hills Community Park, Preservation Park and Trailhead, and Baldwin Gulch Trail.

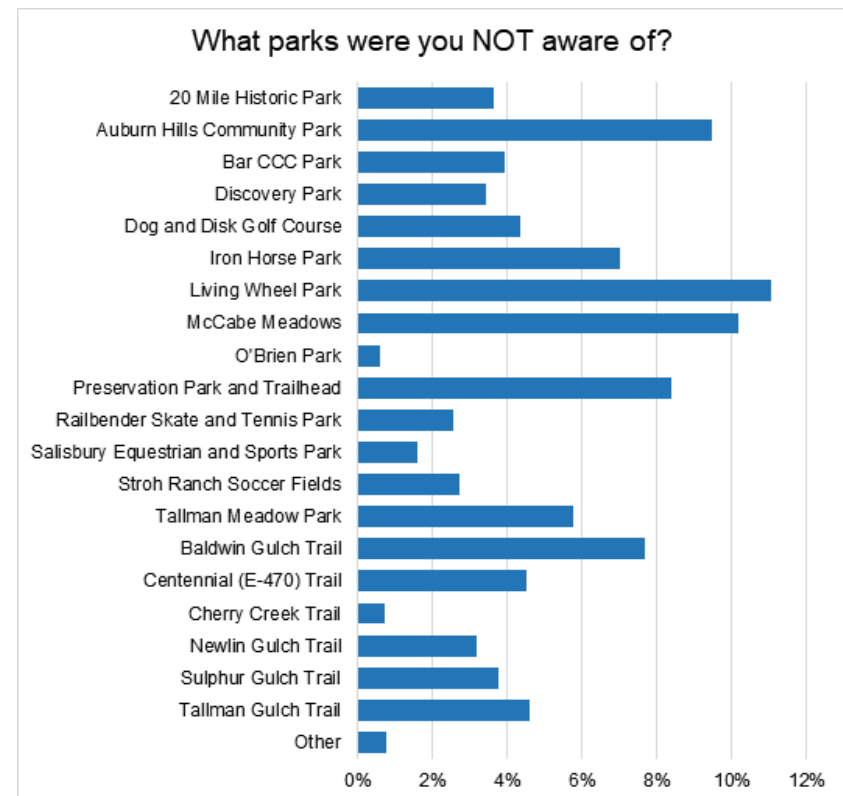


FIGURE 3: PARKER RESIDENT'S USE OF HOA PARKS

Nearly 80% of Parker residents say they use a neighborhood park managed by a homeowners association.

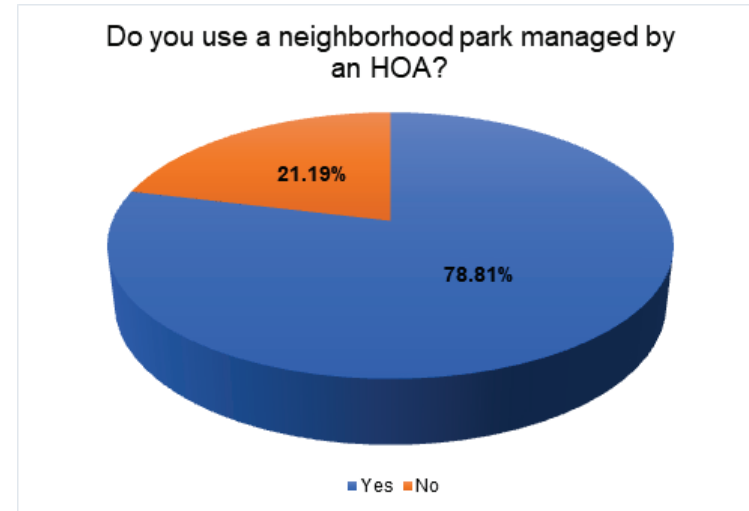


FIGURE 4: REASONS PREVENTING USAGE OF HOA PARKS

Among those residents who reported that they do not use a neighborhood park managed by an HOA, the most commonly reported reasons for not using an HOA-managed park were: 1) There is not a neighborhood park near me, 2) The neighborhood park does not have facilities that interest me, and 3) Simply not interested.

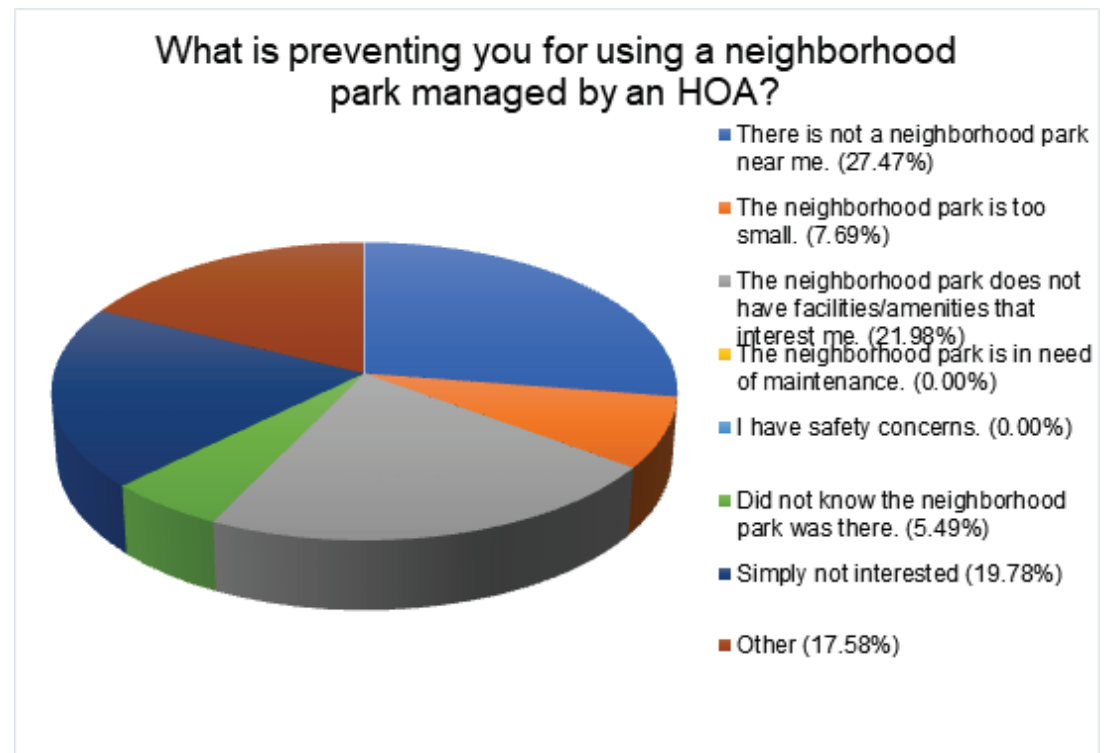


FIGURE 5: PERCEIVED BENEFITS OF PARKS AND RECREATION SERVICES AND AMENITIES

Parker residents identify the following benefits as most important to them: Improve physical health and fitness, improve mental health and reduce stress, enhance community appearance, preserve open space and the environment, and provide access to the outdoors and nature.

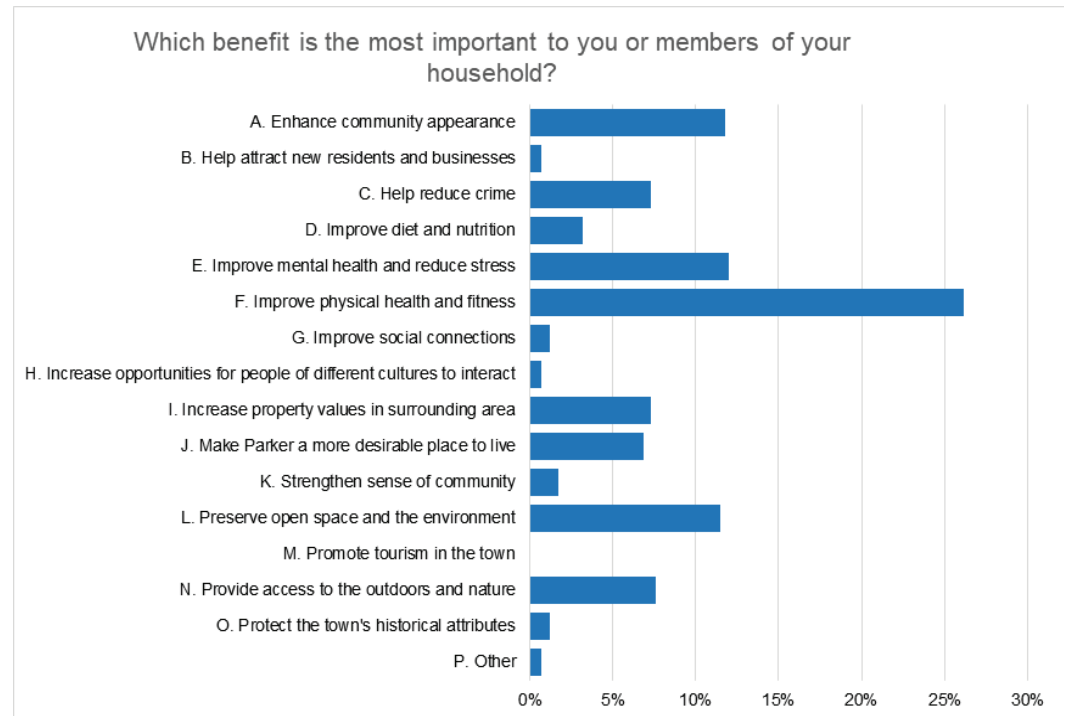


FIGURE 6: PREFERENCES FOR ALLOCATION OF CAPITAL DEVELOPMENT FUNDING

Parker residents prefer capital development funding be prioritized in the following manner: 1) Reuter-Hess Reservoir, 2) purchase of land for open space, 3) trail development, and 4) recreation center.

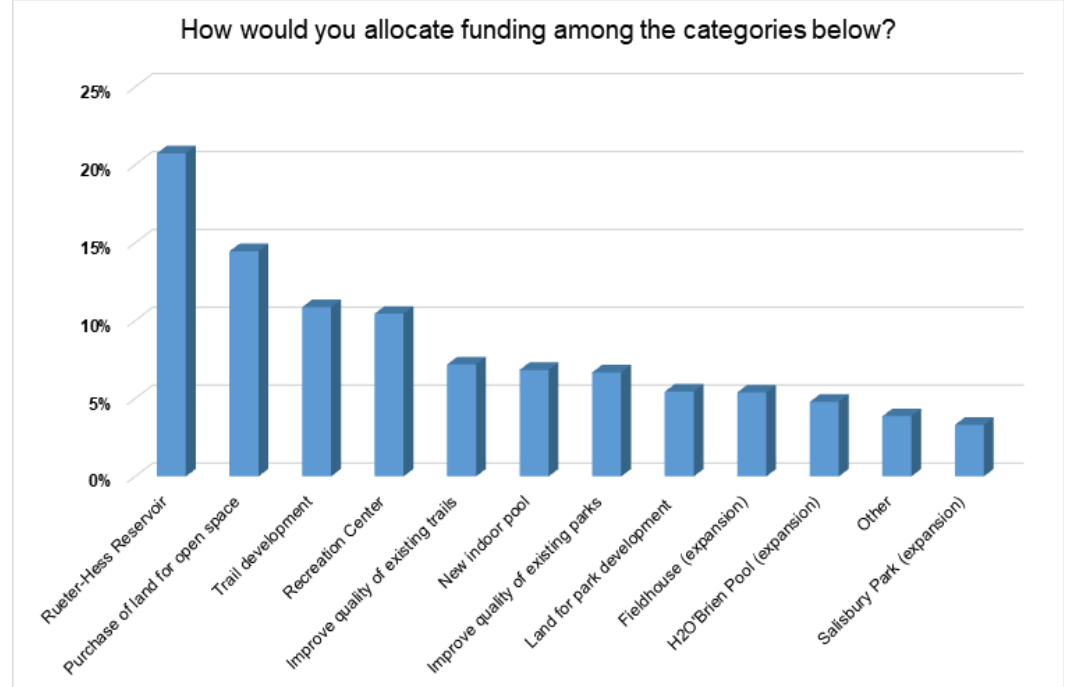


FIGURE 7: FEELINGS ON PROGRAM FEES

58% of Parker residents surveyed believed parks and recreation program fees were fair and should not be adjusted. 15% believed program fees were a little low. 14% believed program fees were a little high. 14% believed program fees were a little high.

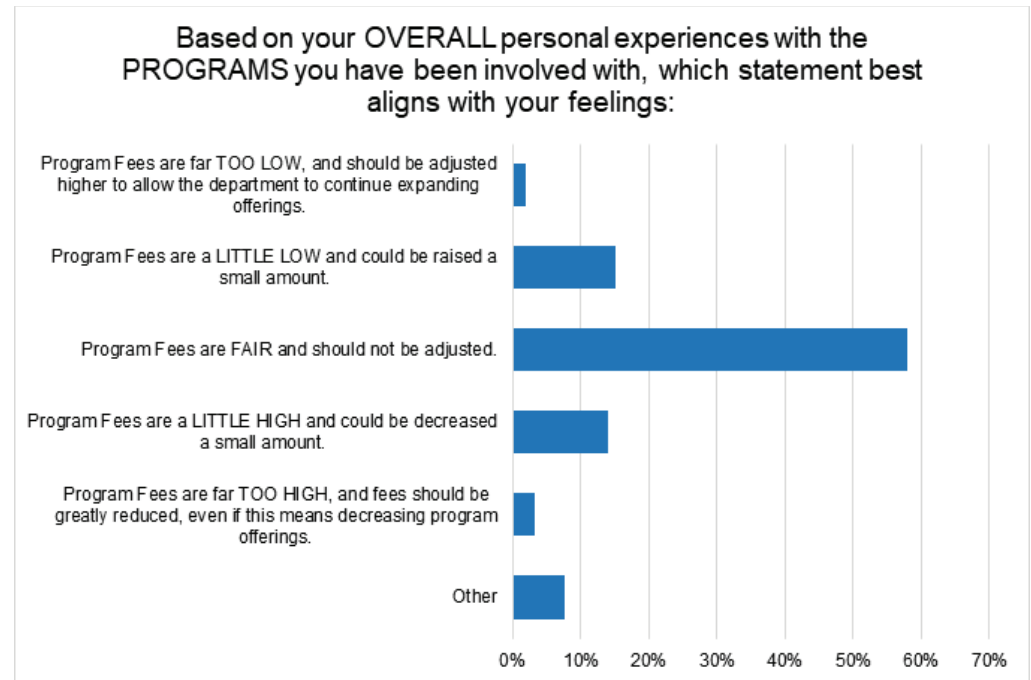
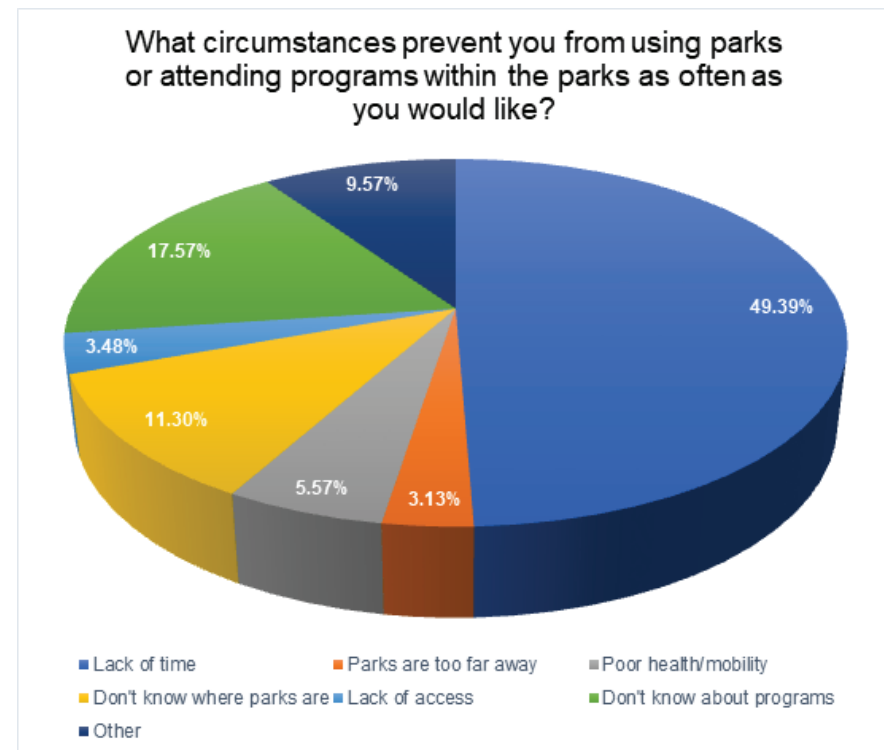


FIGURE 8: CIRCUMSTANCES THAT PREVENT RESIDENTS FROM UTILIZING PARKS OR PROGRAMS

Nearly 50% of Parker residents identify lack of time as the main reason for not utilizing parks and related programs.



MASTER PLAN WEBSITE

The master plan project team kept community members and stakeholders informed about the master plan process using a project website. The URL for the website is <http://go.iu.edu/ParkerMasterPlan>. The site launched in October 2017 and saw the most engagement during that month. It was accessed by more than 200 unique visitors during the planning process.

PUBLIC MEETINGS WITH COMMENT SESSION OR SURVEY

The public was also engaged during the developmental stages of the master plan via public meetings. Two general public meetings were held, one on September 13, 2017 at Town Hall and a second on December 7, 2017 at the Parker Recreation Center. These meetings and access to the community survey were heavily promoted using the Town of Parker's websites (www.ParkerOnline.org and www.ParkerRec.com); via the Parks, Recreation and Open Space Department and Town Facebook pages; and through the distribution of more than 500 flyers at open house events. Public comments were recorded and integrated into the needs assessment and action plan sections of this master plan.

A final public meeting was held during the Town Council study session meeting on January 22, 2018. Final edits to the master plan were completed after the study session.



2.2 BENCHMARK COMMUNITIES

INTRODUCTION & INCLUSION CRITERIA

Benchmarking is a vital process that allows organizations to compare their assets, programs, policies, and other criteria to those of peer organizations. Such comparisons are often used by agencies to evaluate themselves and, ultimately, plan better for growth and improvement. In this analysis, initial criteria were selected by Eppley Institute in conjunction with the Parker Parks, Recreation and Open Space Department. Additional points of interest were identified from data provided by the selected peer agencies and compiled for this report.

The Town of Parker is growing, and the Parks, Recreation, and Open Space Department is taking steps to meet its new and changing needs, including seeking accreditation. Anticipating the Town's future growth and with the Department's goals in mind, the master planning team sought to compare Parker to accredited organizations with above-average performance, specifically identifying agencies with one or more of the following accomplishments:

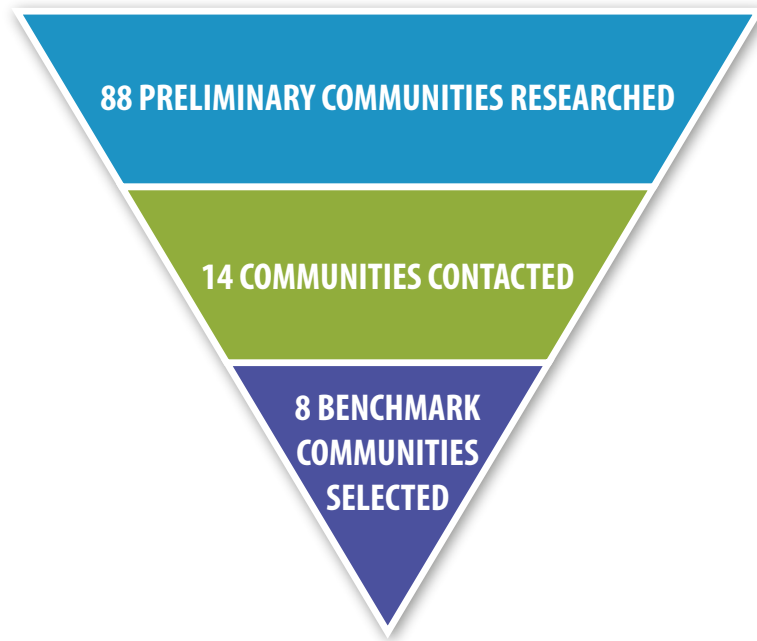
- CAPRA Accreditation
 - Accreditation from the Commission for Accreditation of Park and Recreation Agencies (CAPRA) represents the highest level of performance in the parks and recreation industry and is based on agencies' adherence to 151 rigorous standards. To achieve initial accreditation, agencies must meet all 37 Fundamental Standards and at least 108 of the 114 Non-Fundamental Standards. At present (that is, at time of publication), there are only 166 CAPRA-accredited park and recreation agencies in the United States which equates to less than 2% of all park and recreation agencies.

- NRPA Gold Medal
 - Each year, the National Recreation and Park Association (NRPA) presents its Gold Medal award to outstanding agencies, with different agency classes based on population. According to NRPA's description of the selection process, recipients are chosen for demonstrating "excellence in long-range planning, resource management, and innovative approaches to delivering superb park and recreation services with fiscally sound business practices."
 - Parker, with a population of 48,442 (American Community Survey 5-year Estimate, 2016), falls into Class IV (populations of 30,001-75,000). The Town of Parker was awarded NRPA Gold Medals in 2000 and 2011, indicating the long-term success of the Department.
 - To increase the reach of this analysis, communities in adjacent classes (Class III [population 75,001-400,000] and Class V [population less than 30,000]) were also considered.

Furthermore, inclusion criteria for the initial selection of peer agencies also included the following:

- Service area population: Although we sought communities with similar or slightly larger populations, we also included smaller communities when appropriate, especially when seeking comparable local Colorado communities.
- Size and location of metropolitan area: Because Parker is considered an outer suburb of Denver, a metropolitan area of over 2.8 million people, potential peer communities were assessed for their adjacency to a major metropolitan area. Such communities possess characteristics different from urban centers and rural areas.

PEER CITY SELECTION PROCESS



Using these criteria, 88 agencies were initially identified. This list was then narrowed down in consultation with Parker Parks, Recreation and Open Space Department officials. Additional inclusion criteria included management of aquatic centers, management of recreation centers, and sources of funding. Ultimately, 14 agencies across the U.S. were asked to complete a survey of approximately 25 questions. Given the short timeframe for data collection and the limited resources of agencies we contacted, we set a goal of five to seven communities for inclusion in the report. Participation exceeded this goal, and we were able to include the following eight agencies in the final analysis:

- Allen Parks and Recreation Department (Allen, Texas)
- Alpharetta Recreation and Parks Department (Alpharetta, Georgia)
- Carmel Clay Parks and Recreation (Carmel, Indiana)*
- Castle Rock Parks and Recreation Department (Town of Castle Rock, Colorado)
- Georgetown Parks and Recreation Department (Georgetown, Texas)
- Golden Parks and Recreation Department (Golden, Colorado)
- Lee's Summit Parks and Recreation (Lee's Summit, Missouri)
- Novi Parks, Recreation and Cultural Services Department (Novi, Michigan)

* Established through an Interlocal Cooperation Agreement between the City of Carmel and Clay Township

BENCHMARK CITIES



To ensure consistent comparison across communities, data from the 2016 American Community Survey 5-year Estimates were used. We acknowledge that these figures may not be as precise as the decennial census (last conducted in 2010) or as up-to-date as local calculations. However, the American Community Survey allowed us to strike a balance between these two concerns, as the data were recent as well as standardized.

In the analysis below, the Town of Parker can be compared to each individual agency and also to the descriptive statistics of the comparison groups. Specifically, we calculated the mean (“average”) and the median (“middle”), when applicable. In instances where the collective data roughly follows a normal distribution, the average of the data points best represents the selected criterion. However, in the case of outliers—that is, when individual

figures do not fit normally with the rest of the given data—the median provides a better snapshot, as it represents the midpoint of the sample. In the tables below, it is also important to note that Parker’s data is not included in the highest and lowest values (shown by “↑ Highest value of peer agencies” & “↓ Lowest value of peer agencies”), which are indicated **only** for peer agencies.

Survey participants also returned qualitative data in the form of self-descriptions; these descriptions are also provided for analysis. Data points are only as accurate as the information provided by each agency. Data collection was completed between November 2017 and January 2018. It is important to remember that despite our best attempts to standardize data, agencies may report figures differently, especially across different states or regions. The selected peer communities represent communities across

PEER COMMUNITY CHARACTERISTICS

Table: Population and Demographic Characteristics of Peer Communities

	Service Area Population	Land Area in Square Miles	Population per Square Mile	Median ("Middle") Income (Dollars)	Mean ("Average") Income (Dollars)	Median Age (Years)
Parker, CO	48,442	20.48	2,365	\$101,969	\$113,806	35.0
Golden, CO	20,268↓	9.92↓	2,043	\$59,028	\$88,098	30.7↓
Castle Rock, CO	53,789	33.79	1,592	\$93,153	\$110,445	34.6
Novi, MI	58,233	30.26	1,924	\$86,193	\$114,144	38.8
Georgetown, TX	59,436	47.86	1,242↓	\$64,256	\$81,295	47.0↑
Alpharetta, GA	63,013	26.91	2,342	\$93,613	\$123,728	37.4
Carmel, IN	86,940	47.46	1,832	\$106,546↑	\$144,480↑	39.7
Lee’s Summit, MO	94,257	63.35↑	1,488	\$55,322↓	\$77,866↓	38.2
Allen, TX	94,710↑	26.29	3,603↑	\$102,215	\$122,963	35.6
Benchmark Average	66,331	35.73	2,008	\$82,541	\$107,877	37.8
Benchmark Median	61,225	32.03	1,878	\$89,673	\$112,295	37.8

↑ Highest value of peer agencies

↓ Lowest value of peer agencies



the U.S., spanning the West, South, and Midwest regions. The largest community, Allen, Texas, had a 2016 population estimate of 94,710, while the smallest community, Golden, Colorado, had 20,268 residents in 2016. The average population of the benchmark cities was 66,331, higher than Parker's population, and thus a good picture of what Parker might plan for as it continues to grow. Throughout this analysis, peer cities will be listed in order of increasing population as shown above.

Residents within the Town of Parker are slightly younger and more affluent compared to peer communities.

Figures for population and income were taken from the 2016 American Community Survey 5-year Estimates. Metropolitan areas and associated populations were taken from the Metropolitan Statistical Area 2016 Estimates (U.S. Census Bureau). Land area figures were taken from the 2010 Census Quick Facts.

Table: County, Metro, and State Characteristics

	County	County Population	Metro Area	Metro Population	State	State Population
Parker, CO	Douglas	314,238	Denver-Aurora-Lakewood	2,853,077	CO	5,359,295
Golden, CO	Jefferson	558,810	Denver-Aurora-Lakewood	2,853,077	CO	5,359,295↓
Castle Rock, CO	Douglas	314,238	Denver-Aurora-Lakewood	2,853,077	CO	5,359,295↓
Novi, MI	Oakland	1,235,215↑	Detroit-Warren-Dearborn	4,297,617	MI	9,909,600
Georgetown, TX	Williamson	460,619	Austin-Round Rock	2,056,405	TX	26,956,435↑
Alpharetta, GA	Fulton	996,757	Atlanta-Sandy Springs-Roswell	5,789,700	GA	10,099,320
Carmel, IN	Hamilton	303,042↓	Indianapolis-Carmel-Anderson	2,004,230↓	IN	6,589,578
Lee's Summit, MO	Jackson ¹	683,643	Kansas City	2,104,509	MO	6,059,651
Allen, TX	Collin	886,633	Dallas-Fort Worth-Arlington	7,233,323↑	TX	26,956,435↑
Benchmark Average	-	679,870	-	3,648,992	-	12,161,201
Benchmark Median	-	621,227	-	2,853,077	-	8,249,589

¹ Highest value of peer agencies

¹ Lowest value of peer agencies

¹ Lee's Summit, MO, spans two counties, Jackson (population listed above) and Cass (population 101,324, excluded from analysis)

As described in the methodology above, we opted to survey communities in the outer-ring suburbs of major metropolitan areas. The benchmark average of 3.6+ million residents in the metro-

politan area is slightly above the metro-Denver population of 2.8 million residents in 2016, but similar comparisons can be made across county and state populations as seen in the graph above.



AGENCY CHARACTERISTICS AND STAFFING

Table: Baseline Characteristics of Peer Agencies

	Total Number of Parks	Total Acres Managed by Agency	Total Park Acres per 1,000 population	CAPRA Accreditation	NRPA Gold Medals
Parker, CO	14	1,168 ⁴	24.1	In Progress ⁸	2011, 2000
Golden, CO	25	565 ⁵	27.9	Yes	2010
Castle Rock, CO	21	3,331 ^{†6}	61.9 [†]	Yes	2012
Novi, MI	19 ¹	1,300	22.3	Yes	No
Georgetown, TX	29	480 [↓]	8.1	No	1999
Alpharetta, GA	16 ²	832	13.2	Yes	No ⁹
Carmel, IN	14 ^{↓3}	556 ⁷	6.4 [↓]	Yes	2014
Lee's Summit, MO	32	1,204	12.8	Yes	2010
Allen, TX	56 [†]	1,187	12.5	In Progress ⁸	2016
Benchmark Average	26.5	1,182	20.6	Yes: 6/8 No: 2/8	Yes: 6/8 No: 2/8
Benchmark Median	23.0	1,010	13.0	-	-

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Includes 11 developed parks, 3 facilities, 2 undeveloped parks, and 3 conservation/preservation areas.

² Includes both active and passive.

³ Accessed from agency's website.

⁴ Includes open space as calculated by Eppley Institute; does not include 133 acres of HOA managed parks noted in other sections of the master plan.

⁵ Accessed from Golden Park and Recreation Master Plan Update 2016

⁶ Includes 2,278 acres of open space and 603 acres of parks; accessed from agency's website.

⁷ Approximately 35% of parkland is developed and open to public use; remaining parkland is preserved in a natural state. These properties are managed but require significantly less maintenance than areas open to public.

⁸ Accreditation process in progress.

⁹ 2017 Finalist

The following definitions were provided to peer agencies on the survey:

- Total Number of Parks: parks managed by your agency and open for public use.
- Total Acres Managed by Agency: total acres open for public use.

Directly comparing information such as total acres managed by an agency does not provide a full picture of how much parkland is available to residents, as it does not take into account the service area population (i.e., how many residents share use of that parkland). Computing total park acres per 1,000 population, therefore, provides a more useful figure when comparing agencies. While the Town of Parker manages slightly fewer acres than the benchmark average, it manages a much higher proportion per 1,000 population, surpassing the benchmark me-

dian. Only one peer agency reported higher figures (Castle Rock). These differences are mainly due to terrain and each community's available developable land. While Parker has many acres available for residential, commercial, and open space development, Castle Rock's mountainous topography prevents residential and commercial development and makes much of its land usable only as open space, making its proportion of open space acres per 1,000 residents much higher than Parker's.

As noted in the introduction to this section, CAPRA accreditation and NRPA Gold Medals were the first inclusion criteria determined to indicate successful agencies. All eight peer communities have earned at least one of these recognitions, and half of them currently have both designations.

Table: Staffing Levels of Peer Agencies

	Number of Full-Time Employees	Population per Full-Time Employees	Part-Time Employees (Full Time Equivalents)	Part-Time Employees (Number)
Parker, CO	44	1,101	97.6	442 ^{1,2}
Golden, CO	47	431↓		318 ¹
Castle Rock, CO	44	1222		416↑^{1,2}
Novi, MI	12↓	4,853↑		75 ^{1,3}
Georgetown, TX	42	1,415	11	
Alpharetta, GA	51	1,236	2↓	60+↓¹
Carmel, IN	65	1,338	273.5↑	~400 ¹
Lee's Summit, MO	42	2,244		
Allen, TX	153↑	619	69.17	
Benchmark Average	57.0	1,670	-	-
Benchmark Median	45.5	1,287	-	-

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Indicates inclusion of part-time and/or seasonal employees.² This number fluctuates significantly depending on the time of year.³ Varies by season due to summer camps

In organizations of all shapes and sizes, variability exists in human resources. Peer agencies track staffing levels differently and did not provide a consistent benchmark. However, even from the incomplete data, we can infer that Parker outpaces its peers in terms of providing jobs to over 440 part-time employees. In Parker, there is one full-time employee for every 1,101 residents. This proportion is smaller than benchmark averages, suggesting a higher level of service provided to the Parker community.



AGENCY BUDGETS

Table: Review of Peer Agencies' Budgets

	Total Operating Budget	Operating Budget per capita	Percent of Budget from Fees and Charges	Percent of Budget from Taxes	Percent of Budget from All Other Sources	Overall Cost Recovery Rate ¹	Cost Recovery Rate from Recreation Programming Only
Parker, CO	\$9,975,766 ²	\$205.93	54%	46%	0%	54%	87%
Golden, CO	\$11,747,033 ⁴	\$579.59↑⁷	10%↓⁷	80% ⁷	11% ⁷	56%	80%
Castle Rock, CO	\$14,714,374 ³	\$273.56	48%	19%↓	33%↑		84%
Novi, MI	\$3,722,270↓	\$63.92↓	53%	33%	14%	71%	64%↓
Georgetown, TX	\$6,952,686	\$116.98	31%	69%	0%↓	31%↓	81%
Alpharetta, GA	\$8,987,223	\$142.62	n/a ²	100%↑	n/a ²	n/a ²	-
Carmel, IN	\$11,780,919 ³	\$135.51	83%↑	22%	1%	84%	107%
Lee's Summit, MO	\$8,650,039	\$91.77	54%	37%	9%	106%↑	122%↑
Allen, TX	\$26,596,433↑⁶	\$280.82	42%	43%	14%	56%	77%
Benchmark Average	\$11,643,872	\$210.60	46%	50%	12%	67%	88%
Benchmark Median	\$10,367,128	\$139.07	48%	40%	11%	63%	81%

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Each agency calculates this differently.² "Municipal agency department;" excluded from analysis.³ FY-2016⁴ FY-2017⁵ Based on 2016 NRPAParks Matrix stats.⁶ FY-2018 Adopted Budget.⁷ Jurisdiction revenue source, not just the department.

The following definitions were provided to peer agencies on the survey:

- Total Operating Budget: from ALL sources
- Percent of Budget from Fees and Charges: all fees and charges; programs, rentals, contract fees
- Percent of Budget from Taxes: commonly property and/or local option income tax
- Percent of Budget from All Other Sources: for example, food and beverage, operations or capital, unrestricted, etc.
- Overall Cost Recovery Rate: including direct (salary, equipment), indirect, and overhead
- Cost Recovery Rate from Recreation Programming Only: for example, user fees for adults and kids' programs, children's camps. Please specify.

One of the major benefits of surveying communities both within Colorado and throughout the U.S. is seeing the variation in approaches to parks and recreation budgeting. In our analysis, we standardized budget-related data to the greatest extent possible, but it is important to note that every municipality operates differently. Under operating budget per capita, Parker is in line with the benchmark average and surpasses the median. Parker generates a higher percent of its budget from fees and charges than the benchmark average. The Town's cost recovery rate for recreation programming is impressive: only two of the communities surveyed, Carmel and Lee's Summit, have higher cost recovery rates.

AGENCY REVENUE

Table: Revenue Sources of Peer Agencies

	Revenue from Facilities/ Pavilion Rentals	Revenue from All Programming	Revenue from Other Sources	Total Revenue Reported	Reported Revenue/Capita
Parker, CO	\$2,657,062	\$2,772,450	\$365,800	\$5,795,312	\$119.63
Golden, CO	\$241,150 ¹	\$1,747,672 ³	\$5,001,868 ⁷	\$6,990,690	\$344.91↑
Castle Rock, CO	\$236,624	\$950,477↓	\$42,000↓	\$1,229,101↓	\$22.85↓
Novi, MI	\$91,464↓	\$2,399,836	\$150,226	\$2,641,526 ⁸	\$45.36
Georgetown, TX	\$110,000	\$1,040,000 ⁴	\$860,000	\$2,010,000 ⁹	\$33.82
Alpharetta, GA	\$346,000 ²	\$1,347,500	\$844,900 ⁵	\$2,538,400 ¹⁰	\$40.28
Carmel, IN	\$5,720,418↑	\$4,057,196	\$79,4366	\$9,857,050 ¹¹	\$113.38
Lee's Summit, MO	\$2,979,698	\$1,161,989	\$120,500	\$4,262,187 ¹²	\$45.22
Allen, TX	\$1,154,648	\$6,989,574↑	\$5,822,885↑	\$13,967,107↑	\$147.47
Benchmark Average	\$1,360,000	\$2,461,781	\$1,615,227	\$5,437,008	\$99.16
Benchmark Median	\$293,575	\$1,547,586	\$497,563	\$3,451,857	\$45.29

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Includes: ball field rental/pavilion rental/Sports Complex rentals.² Fields/Courts, Buildings, Equestrian Center.³ Programming is any program that involves pre-registering⁴ Programs, camps, swim lessons, outdoor adventure programs, tennis lessons, sports leagues.⁵ Recreation Center programs, Athletics Adult Activity Center programs/trips.⁶ Extended School Enrichment (before & afterschool program, summer camps).⁷ Pro Shop, Concessions, RV Campground, cemetery, museums, golf, donations, museum collections⁸ Sponsorships, grants, and gate fees.⁹ Rec center memberships and pool admissions¹⁰ Intergovernmental, non-resident, and event fees.¹¹ Dog park, shelter rentals.¹² Sponsorships, community wellness program.

The following definitions were provided to peer agencies on the survey:

- Revenue from all programming: All programing (recreation, environmental education, etc.). Please provide your definition of what is including in "Programming."
- Revenue from other sources: For example: sponsors, grants, partnerships, gate fees, etc. Please indicate amount and cite the source. We realize there is no standardization in the industry for this type of bookkeeping. Please provide revenue breakdown as best you can.

Continuing on the theme of variation between communities, each agency generates revenue in unique ways. While Parker generates more revenue through facilities/pavilion rentals and all programming, some agencies, such as Golden, bring in revenue via a variety of other sources. Combining reported revenue and using a per capita approach allowed us to better see variation among agencies. Only Golden and Allen generate more revenue per capita than Parker. For departments collecting revenue from just recreation facilities and programming, Parker represents the highest revenue per capita compared to benchmark communities.

AGENCY FACILITIES

Table: Overview of Facilities Managed by Peer Agencies

	Total Paved Trail Miles	Total Unpaved Trail Miles (Soft surface)	Aquatic Facilities (Indoor)	Aquatic Facilities (Outdoor) - Pools	Aquatic Facilities (Outdoor) - Splashpad/Sprayground	Equine Facilities
Parker, CO	26	12	3	1	2	2
Golden, CO	24	100 ¹	2 ³	2	1	0
Castle Rock, CO	32	37	3 ↑	2	3	0
Novi, MI	3.6 ↓	16.8 ²	0 ↓	0 ↓	0 ↓	0
Georgetown, TX	7	2 ↓	1	5 ↑	2	0
Alpharetta, GA	11.3	5.8	0 ↓	1	0 ↓	1 ↑
Carmel, IN	21	4	2 ⁴	1	4 ↑	0
Lee's Summit, MO	74	2 ↓	3 ↑ ⁵	1	1	0
Allen, TX	65.8 ↑	2.3	2	1	1	0
Benchmark Average	29.8	21.2	1.6	1.6	1.5	0.1
Benchmark Median	22.5	4.9	2.0	1.0	1	0.0

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Nearly 100 miles of off-road trails and paths within one mile of the Golden city limit are owned and managed by the City of Golden or Jefferson County.

² 12.95 miles are at Lakeshore Park (10.11 for mountain biking)

³ One facility, two pools.

⁴ Monon Community Center includes activity pool and 6-lane, 25-yard lap pool

⁵ Legacy Park Community Center- 3 bodies of water: (1) Lap pool with slide, (2) zero depth kids play area with current, (3) hot tub

Facilities of interest include trails, aquatic facilities, equine facilities, and recreation centers. Trails provide excellent opportunities for physical activity, recreation, social interactions, and connectivity. Parker maintains 26 miles of paved trails, surpassing all communities below 90,000 residents with the exception of Castle Rock, Colorado. The benchmark average is higher than the median, mostly due to the exceptionally large trail systems in Lee's Summit, Missouri, and Allen, Texas.

With the exception of Novi, Michigan, all agencies surveyed manage either an indoor or outdoor aquatic facility or both. Pools and splash pads provide opportunities for either seasonal or year-round recreation and can appeal to all age groups and abilities. Equine facilities, however, are much more specialized; only Alpharetta, Georgia, and Parker, Colorado, include equine facilities under the parks and recreation umbrella.

RECREATION CENTERS

Table: Characteristics of Peer Agencies' Recreation Centers

	Recreation Centers	Total Square Feet of Recreation Centers	Sq. Ft. of Recreation Centers per Capita
Parker, CO	2 ¹	170,000	3.5
Golden, CO	1↓	71,483	3.5
Castle Rock, CO	2 ²	148,443	2.8
Novi, MI	3 ³	132,907	2.3
Georgetown, TX	1↓ ⁴	64,000↓	1.1↓
Alpharetta, GA	4 ⁵	66,844	1.1↓
Carmel, IN	1↓ ⁶	146,225	1.7
Lee's Summit, MO	3 ⁷	104,000	1.1↓
Allen, TX	8↑ ⁸	364,850↑	3.9↑
Benchmark Average	2.9	137,344	2.2
Benchmark Median	2.5	118,454	2.0

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Parker Fieldhouse and Parker Recreation Center.² Miller Activity Complex and Recreation Center.³ Novi Civic Center, Meadowbrook Activity Center, Novi Ice Arena.⁴ Indoor recreation center, not including tennis center and clubhouse.⁵ Alpharetta Adult Activity Center, Alpharetta Community Center, Wills Park Recreation Center, and Crabapple Government Center.⁶ Monon Community Center.⁷ Legacy Park CC, Harris Park CC, Gamber Community Center.⁸ Joe Farmer Recreation Center, Don Rodenbaugh Natatorium, Allen Senior Recreation Center, The Edge Visitor Center (youth), Allen Community Ice Rink, Allen Event Center, Blue Sky Sports Center (public/private partnership), Hydrous Wakeboard (public/private partnership).

This analysis of recreation centers and associated square footage provides an interesting look at regional trends. Parker and the two benchmarking agencies from Colorado maintain recreation centers at a much higher rate than most agencies.



AGENCY PROGRAMS

Table: Snapshot of Peer Agencies' Programming

	What percentage of your operating budget (direct) is dedicated to programming?	Key user groups that tend to need your services more than others
Parker, CO	45%	youth, senior adults, individuals with disabilities
Golden, CO	18%-20%	youth ⁸ , senior adults, swim team, pickle ball players, large private rental groups
Castle Rock, CO	18% ¹	senior adults, individuals with disabilities
Novi, MI	65%	youth, senior adults
Georgetown, TX	20%	senior adults ⁶
Alpharetta, GA	50% ²	youth ⁷ , senior adults
Carmel, IN	41% ³	youth ⁸ , individuals with disabilities
Lee's Summit, MO	7-84% ^{↑↓} ⁴	youth ⁷
Allen, TX	67% ⁵	youth ⁸ , senior adults
Benchmark Average/Composite	41%	Youth: 6/8 Senior adults: 6/8 Individuals with disabilities: 2/8

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ This is of our Community Center Fund consisting of facility and programming revenue.² Does not include special events or equestrian center events.³ Rec programs, before & afterschool program, and summer camps.⁴ LSPR has several funds. The four funds identified are from the Recreation Division.⁵ Figurers are percentages of the FY18 budget.⁶ For weight room instruction⁷ Including youth sports and/or youth sport associations⁸ Before and afterschool care or preschool

The following definitions were provided to peer agencies on the survey:

- What percentage of your operating budget (direct) is dedicated to programming?: Please define your user groups and breakdown by GROUP or TYPE. Please list as it appears in your agency Recreation Plan or Strategy.
 - o Group examples:
 - Children:
 - Adults:
 - Seniors:
 - o Type examples:
 - Athletics:
 - Kids camps:
 - Environmental education:
- Key user groups that tend to need your services more than others: For example: youth (for afterschool care, for instance), seniors, etc.

The programmatic capacities of each agency vary according to factors such as budget, culture, and climate. The percentage of operating budget dedicated to programming, however, provides a snapshot of how programs fit into an agency's plan. With 45% of its operating budget dedicated to programming, Parker exceeds a benchmark average of 41%.

Each agency also targets different populations, but we were able to collect qualitative data on the different key user groups within each agency. Overall, 75% of agencies surveyed included youth as key user group, and 75% listed the senior, or older adult, population. Only 25% of agencies listed individuals with disabilities as a key user group. Parker targets all three of these groups in their programmatic offerings.

Through further analysis, various trends in programming were evident across the peer agencies. In addition to traditional programmatic offerings of youth and adult sports, enrichment activities, and youth camps, three agencies identified dance and/or cultural activities as main areas of programming.



In terms of number of programs offered each year, Parker offers 3,260 programs annually. Comparatively, Golden offers 154 types of programs, Alpharetta offers 1,174 programs, Carmel offers 3,000 programs (one-third of which are group fitness programs), Lee's Summit offers 300 programs (with additional agreements in four youth sports), and Allen offers 1,851 programs. Both Alpharetta and Allen offer a large amount of community or special events each year, such as 134 equestrian and 139 other events each year managed by Alpharetta.

A compilation of additional programming offerings is available upon request.

SUMMARY OF BENCHMARK ANALYSIS

Overall, the Town of Parker compares very well to benchmark communities, oftentimes surpassing larger, well-funded agencies. The areas needing improvement are described throughout the Needs Assessment and Analysis section and made actionable in the System Themes and Strategic Action Plan section of this master plan.

2.3 NEEDS ASSESSMENT AND ANALYSIS

COMMUNITY INVENTORY & ASSESSMENT

Access to parks, recreation opportunities, and open space has profound effects on the health of a community. According to the Colorado Health Rankings¹, Douglas County ranks first out of 58 Colorado counties in overall health outcomes and quality of life. According to countyhealthrankings.org, health-related quality of life is a “multi-dimensional concept that includes domains related to physical, mental, emotional and social functioning. It goes beyond direct measures of population health, life expectancy and causes of death, and focuses on the impact health status has on quality of life.” The Centers for Disease Control defines health-related quality of life as “an individual’s or group’s perceived physical and mental health over time.”

Table: Community Health Indicators Found on countyhealthrankings.org

Topic	Douglas County	Colorado	Top U.S. Performers (top 10%)
Health Behaviors	1/58		
Adult obesity	17%	20%	26%
Physical inactivity	10%	14%	19%
Access to exercise opportunities	99%	91%	91%

Health and wellness are a nationwide concern, and parks, recreation, and community development services are part of the solution. In terms of health behaviors, Douglas County is the healthiest county in the state of Colorado. According to research, this statistic

is certainly attributed to the tremendous access to parks, recreation opportunities, and green space that Parker residents utilize. Results of the master plan community survey support this information: 90% of Parker residents said they would rate their general health as “excellent” or “good.” Similarly, when asked how many days during the last month they would rate their physical or mental health as poor, over 83% of Parker residents responded with only 0-3 days. Rates of adult obesity and physical inactivity are lower and access to exercise greater for Douglas County residents than for other Coloradans as well as residents of other top-performing counties around the United States. These measures are all significantly and positively affected by the Parker Parks, Recreation and Open Space Department, whose facilities, programs, and events support residents working to improve or maintain healthy lifestyles. The Parker Parks, Recreation and Open Space Department offers a significant portion of Parker’s recreation and park opportunities, and as the community survey demonstrates, community members understand the Department’s important role in promoting community health and want to ensure the Department continues to expand this role. It is a critical component of keeping the Town of Parker healthy and able to serve the needs of its residents. Ensuring that Douglas County—and by extension, Parker—remains a healthy place to live is intertwined with the Department’s success for years to come.

While the Parks, Recreation and Open Space Department offers most of the park and recreation services in Parker, it is not the only provider in the community. Organizations from the public, private, and nonprofit sectors all play a role in offering the wide range of programs and facilities Parker residents enjoy. A full list of Town of Parker recreation facility and service providers can be found in Appendix D. Below is a brief description of Parker’s largest providers.

¹ County Health Rankings & Roadmaps:

<http://www.countyhealthrankings.org/app/colorado/2017/rankings/douglas/county/outcomes/overall/snapshot>

OTHER PARK AND RECREATION PROVIDERS

HOA Neighborhood Parks

The Town of Parker has long utilized a growth management and park development philosophy that encourages growth to pay its way. By working with residential developers and homeowners associations (HOAs) to ensure standards for parks, trails, and open space are met in each of its neighborhoods, Parker promotes an equitable and widespread distribution of amenities. HOAs are responsible for the development and maintenance of their parks, thereby minimizing the financial burden on the Town. The HOA neighborhood parks are open to the public and include playgrounds, open space, benches, picnic tables, outdoor pools, courts and other amenities that provide recreational outlets and promote social gatherings. This approach has resulted in a comprehensive public and private network of uniquely interconnected parks and trails equally distributed throughout the Parker community.

School Systems

The Douglas County School District administers many sports fields and playgrounds designed for students from kindergarten through 12th grade. Programs include sports such as football, baseball, softball, and soccer. The District also utilizes facilities operated by the Town for its programs. For example, area schools utilize the Recreation Center aquatic space for swim practice and swim meets. Additionally, some students who participate in sports at their schools play on traveling teams that use facilities administered by the Department.

Douglas County Parks, Trails and Building Grounds²

The Douglas County Park and Trails Department's mission is to serve as stewards for resource management by providing the design, development, maintenance, and patrol of all Douglas

County local and regional parks and regional trail systems. Its priorities are to maintain local and regional parks as well as regional trails. The primary Douglas County facility in Parker is Challenger Regional Park which is located on Lincoln Avenue adjacent to the Parker Recreation Center. This facility serves Town residents and complements Town facilities with open space, parking and a large complex of fields for active recreation.

Private Health Clubs and Gyms

Parker has a variety of private health clubs and gyms where members pay annual or monthly fees to use the facilities. Such private facilities include 20 Mile Crossfit, 9Rounds Fitness, Farrell's eXtreme Bodyshaping, Fit36Parker, Fitness Together, Generation Fitness, Group X Fitness Club, Lifetime Fitness, Orangetheory Fitness, XS Crossfit, and many others. While Parker's private facilities offer a range of services, most provide exercise equipment, weights, and personal training and do not offer sport or recreation programs.

Other

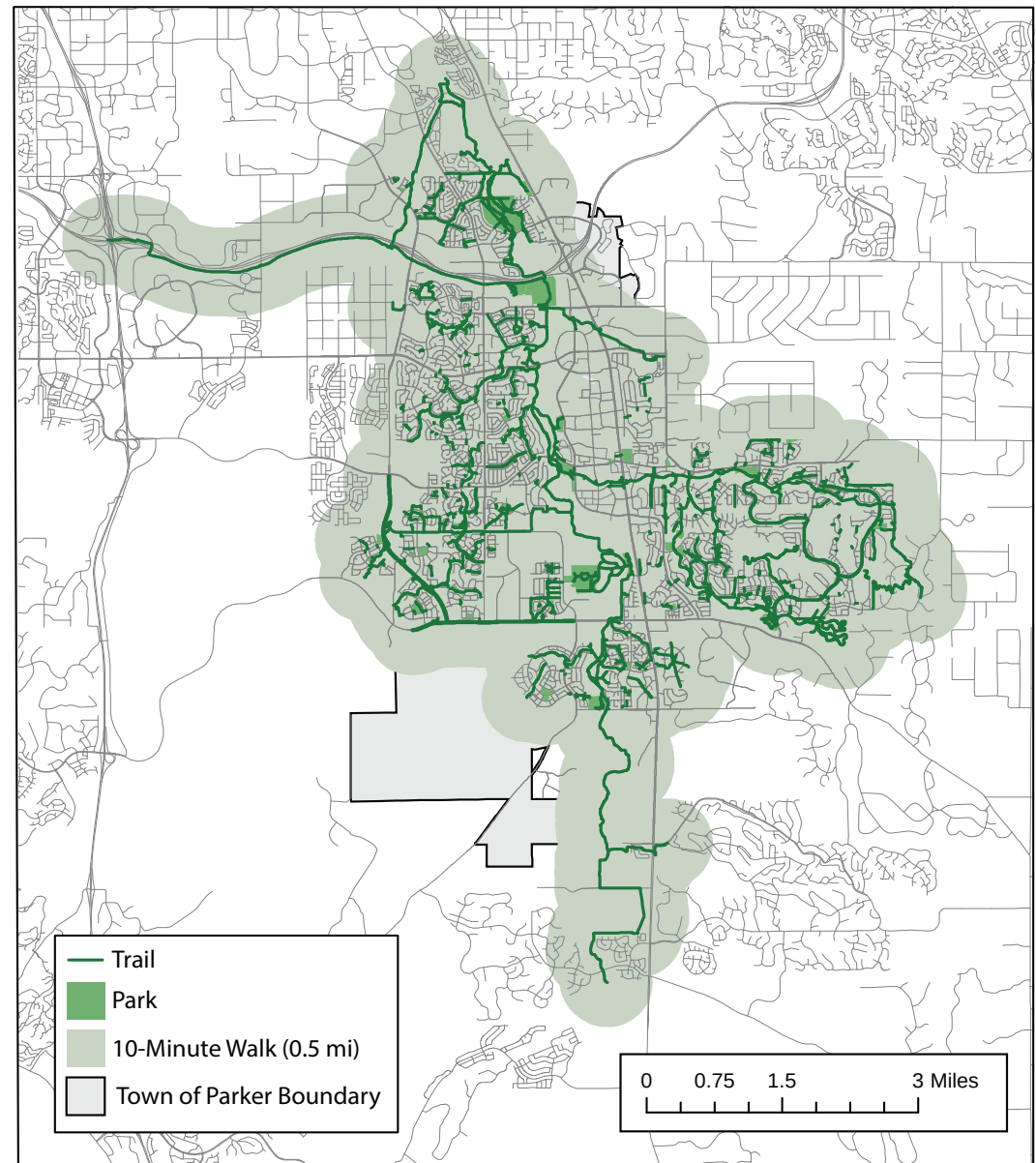
There are many independent clubs that organize sporting events using department facilities and those of other recreation providers throughout Parker. Some examples include:

- Parker Tennis, a long-time collaborator with the Department, is partnering to build a new tennis center in Parker. When complete, the center will offer lessons based on age and skill level.
- Private sports fields (including Cottonwood West Park and Cottonwood East Park) that offer multiple special use areas including baseball fields, soccer fields, and volleyball courts.
- Martial arts providers that offer services for young children and adults.

² Douglas County Parks Trails & Building Grounds: <http://www.douglas.co.us/government/departments/parks-trails-building-grounds/>

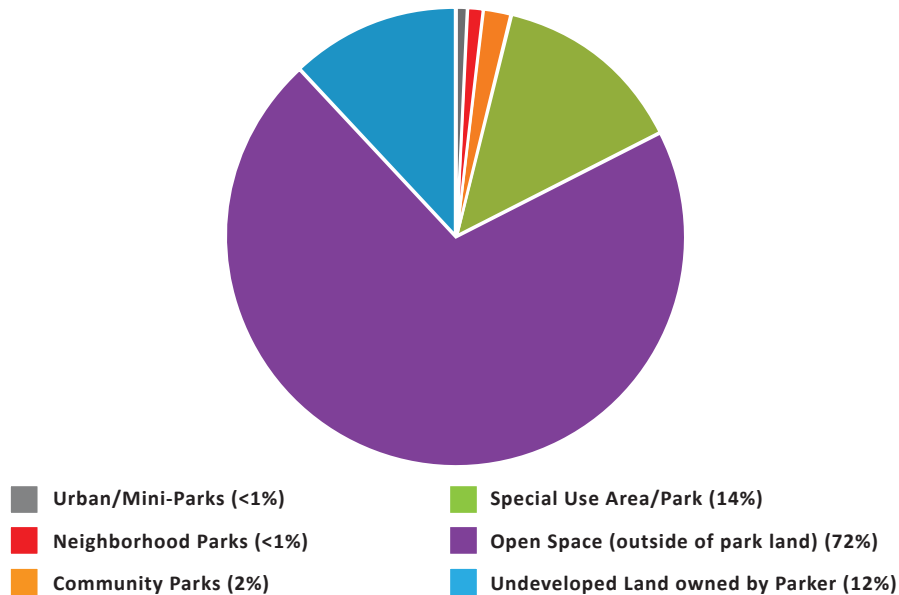
PARK CLASSIFICATIONS AND LEVEL OF SERVICE STANDARDS

The Town of Parker oversees more than 1,000 acres of parkland, open space, and trails and offers thousands of events and programs for Parker residents of all backgrounds, ages, and abilities. The Parks, Recreation, and Open Space Department is responsible for managing, operating, and maintaining complex assets within the parks and recreation system. The assets managed by the Department include 38 miles of multi-use trails, one outdoor and one indoor pool facility, 24 pavilions/gazebos/patios, eight playgrounds, one recreation center, one fieldhouse, one skate park, one dog park, and multiple sports facilities including basketball courts, pickleball courts, tennis courts, volleyball courts, ball diamonds, a disc golf course, and multi-use fields. In this section, the Parker park and recreation system will be broken down into park classifications and a level of service standard for each classification will be described. As a part of its commitment to responsible management, the Department adheres to a level of service that is responsive to the Town's current needs, future growth and the high expectations of residents.



Residents of Parker: Access to Parks, Trails, and Open Space within a 10-minute Walk

PARKLAND



Park systems generally provide their communities with a wide array of diverse settings for many uses, and this is the case for the Town of Parker. As a part of this needs assessment, a park classification system based on industry best practices, community engagement, and benchmark research has been developed for the Town of Parker in order to measure the development of an equitable system of parks for its residents. This classification system will be explained in greater depth in the remainder of this section and includes the following park types: Urban/Mini-Parks, Neighborhood Parks (including HOA Neighborhood Parks), Community Parks, Special Use Parks/Areas, Multi-Use Trails, Undeveloped Land, and Open Space. The map on this page depicts the service area managed by the Town of Parker and shows the Town's developed parkland, including Urban/Mini-Parks, Neighborhood Parks (including HOA Neighborhood Parks), Community Parks, and Special Use Parks/Areas. Based on level of service mapping, Town of Parker residents have excellent access to a variety of parkland, trails, and open space.

LEVEL OF SERVICE (LOS) STANDARDS

The park and recreation needs of a community are expressed through a level of service (LOS) analysis. Numeric LOS metrics are most commonly used when analyzing parkland and recreation facilities and express acreage or availability in per capita terms. However, effective assessments of recreation programming and parkland often rely more heavily on other factors, such as programming trends and unique characteristics of the community. LOS standards will change over time as the Town of Parker grows and changes. In this master plan, the National Recreation and Park Association (NRPA) Level of Service Standards are used as guidelines that define a service area based on population and the resources that support parks, facilities, and amenities. Every community has a unique set of service standards that fit its community profile. In the tables included in this section, the recommended LOS based on local service area represents an adjusted level of service based on the unique characteristics of Parker, programming trends in the community, and the goals of the Town.

Table: Town of Parker Park Classifications and Acreage Totals

Park Classification	Current Acres/Miles
Urban/Mini-Parks	6.7 Acres
Neighborhood Parks	9.8 Acres
Community Parks	19.8 Acres
Special Use Areas/Parks	158.4 Acres
Open Space (Outside of Parkland)	837.1 Acres
Undeveloped Land Owned by Parker	137 Acres
Total Acres Managed by Town of Parker	1,168.8 Acres
Portion of Multi-Use Trails Managed by Parker	38 Miles
Private Parks/HOA Parks w/in Town of Parker Limits	133 Acres

Urban/Mini-Parks

- *Living Wheel Park*
- *Preservation Park*
- *Sulphur Gulch Fitness Park*
- *Twenty Mile Historic Park*

Neighborhood Parks

- *Discovery Park*
- *McCabe Meadows*

Community Parks

- *Auburn Hills Community Park*
- *O'Brien Park & H2O'Brien Pool*

Special Use Areas/Parks

- *Bar CCC Park*
- *USMC CPL David M Sonka Dog Park and Westcreek Disc Golf Course*
- *Iron Horse Park/Slemmer Barn*
- *Railbender Skate and Tennis Park*
- *Salisbury Sports Complex & Equestrian Park*
- *Stroh Ranch Soccer Park*
- *Tallman Meadow Park*

Underdeveloped Parkland

- *Fieldhouse (property to the west)*
- *Reata West*
- *Salisbury Park North*

Portions of Multi-Use Trails Managed by Parker

- *Cherry Creek*
- *Sulphur Gulch*
- *Tallman Gulch*
- *Cottonwood Trail*

PARKLAND AND OPEN SPACE CLASSIFICATIONS & CURRENT LEVEL OF SERVICE

Urban/Mini-Parks

Parker's park system includes four urban parks, also known as mini-parks. These parks serve residents living or working within a quarter-mile walking distance. Urban parks are the smallest park classification and provide surrounding residences, offices, and commercial buildings with open space, which research has shown promotes health and wellness. They serve limited, typically individual, daily needs and occasional group needs.

There is some programming at these parks; however, the majority of use is unscheduled. Urban parks provide benches and limited shelter where people might enjoy a meal. Urban parks can also provide landscape as a buffer for surrounding roads and land use; passive recreational areas for senior citizens and others that include walking paths, benches, gardens, picnic tables, quiet areas, and outdoor picnic areas with small shelters; and small parking lots.

Table: Town of Parker Urban/Mini Park LOS

Current # Acres	Current LOS based upon population*	2022 LOS**	Recommended LOS Based on Local Service Area
6.7	0.14	0.12	0.20

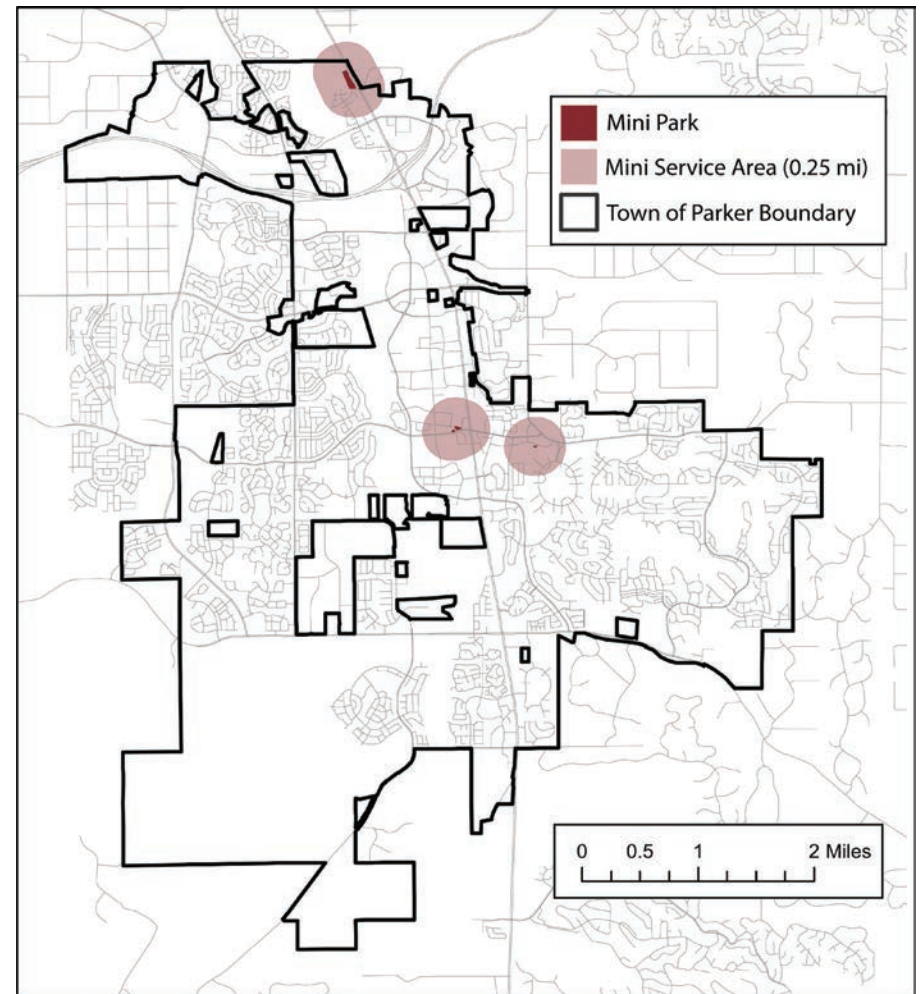
National Recreation and Park Association Standard: 0.25-0.50 acres

* Unless otherwise specified, LOS is presented as per 1,000 residents and based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

Urban/Mini-Park LOS Summary:

- The utilization and development of urban/mini-parks has not been a focus for the Town of Parker. The Town has followed the principle that these smaller spaces are better managed by private entities and have prioritized funds for the development and maintenance of larger, more economically valuable parkland.
- As land becomes available or is dedicated to the Town, the Department will consider incorporating additional urban park space in order to increase the LOS in this park classification.
- A potential focus area for urban/mini-parks is the Main-street Corridor between Twenty Mile and Pine Drive as well as areas planned for future higher intensity development.



Town of Parker Urban/Mini Park Service Area

Neighborhood Parks

Neighborhood parks can provide focal points for neighborhood identities, gathering places for friends and family, opportunities for informal play, and natural settings for quiet reflection close to home. These parks typically range from five to 25 acres in size and are usually located within walking distance of neighborhood residences (i.e., within a half-mile radius). Many of Parker's neighborhood park needs are met by homeowners associations (HOA) properties and various private parks. Please see the HOA Neighborhood Parks section in the following pages for additional information.

Neighborhood parks provide a wide variety of recreational opportunities in residential areas. They can include spaces and facilities for the active recreational pursuits of children, teenagers, and young adults as well as quiet, landscaped areas where older residents can relax with their families. Neighborhood parks also act as buffers to residential settings.

Table: Town of Parker Neighborhood Park LOS

	Current # Acres	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
Parker Neighborhood Parks	9.8	0.20	0.18	0.20
HOA Neighborhood Parks	133	2.76	2.47	n/a
TOTAL	142.8	2.95	2.65	2.50

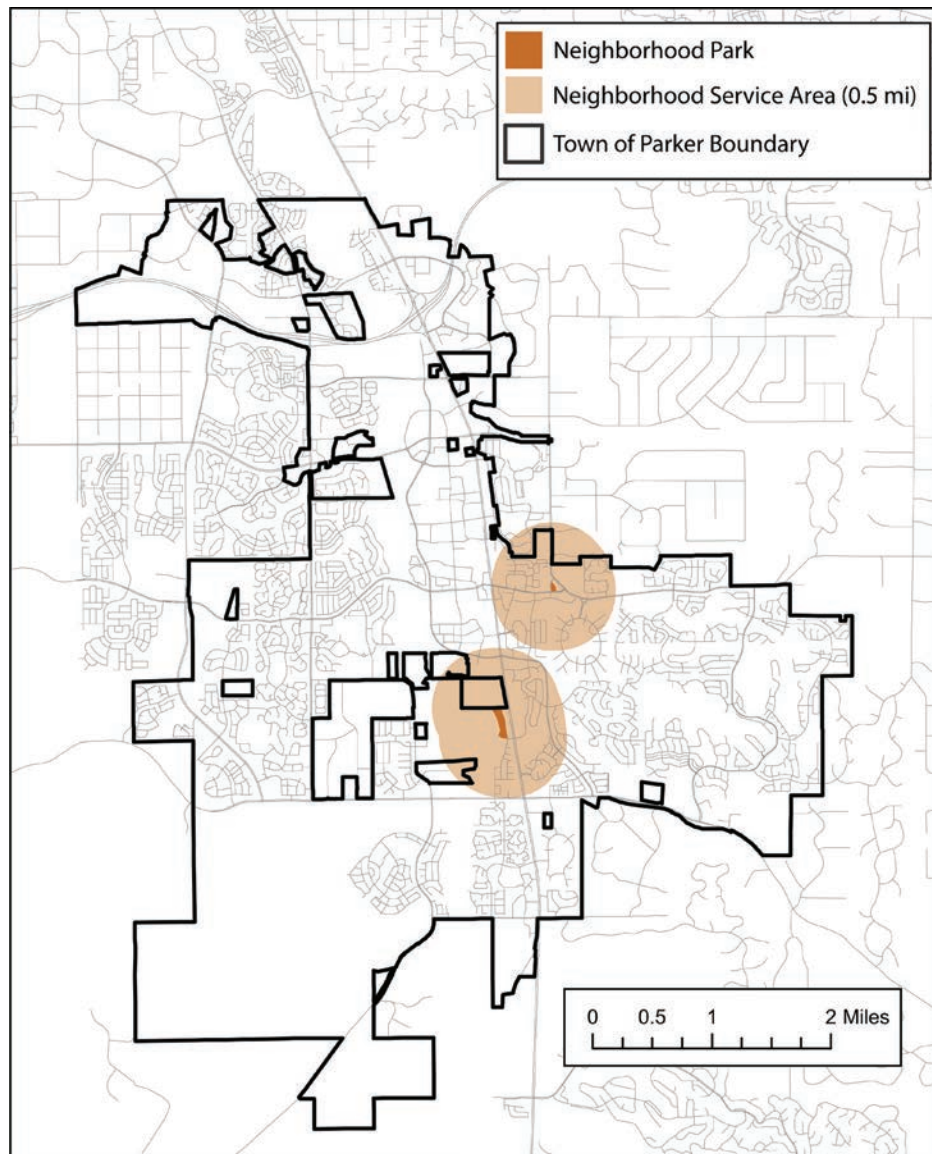
National Recreation and Park Association Standard: 1.00-2.00 acres

* Unless otherwise specified, LOS is presented as per 1,000 residents and based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

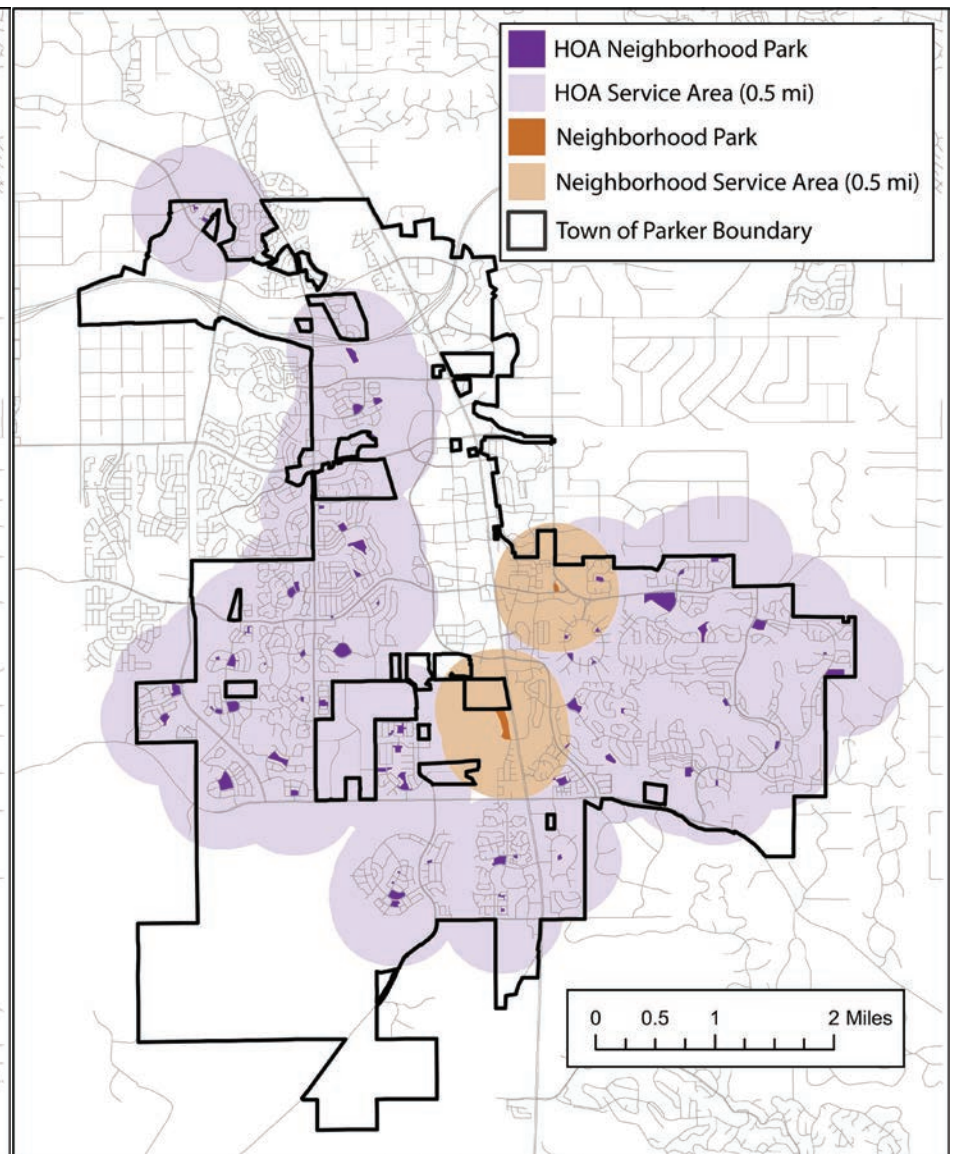
** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

Neighborhood Park LOS Summary:

- The LOS for neighborhood parks cannot be accurately analyzed without considering the enormous contribution HOA neighborhood parks make to the Parker community. As of December 2017, there were 133 acres of HOA neighborhood parks in Parker.
- In terms of access to parkland, HOA neighborhood properties significantly contribute to Parker's LOS, bringing the 2022 neighborhood park LOS to 2.65 acres per 1,000 residents (not including the planned new property developments discussed below). This LOS is significant because it significantly exceeds the NRPA Neighborhood Park Standard of only 1.00-2.00 acres per 1,000 residents (a standard determined by a review of the most well-resourced, well-funded parks and recreation departments in the country).
- There are currently seven planned parks in the Hess Ranch and Anthology North properties, bringing their neighborhood park acreage to 87.7 acres and 47.5 acres, respectively. These parks will be established in addition to the open space (626 acres) also planned for the properties. The development of these two properties will raise Parker's neighborhood park LOS to 5.2, based on 2022 population estimates.
- The unique approach the Town of Parker has taken with housing developers through the Land Development Ordinance process of establishing at least seven and a half acres of parkland per 1,000 new residents has resulted in a comprehensive network of uniquely interconnected neighborhood parks and trails equally distributed throughout the community.
- When reviewing the neighborhood and HOA neighborhood park maps below, it is apparent that access to neighborhood parkland is not an issue in the Town of Parker.
- Given the importance of HOA neighborhood parks to the Town's level of service, the issues of accessibility, improvements and maintenance should be monitored as these facilities age.



Town of Parker Neighborhood Park Service Area



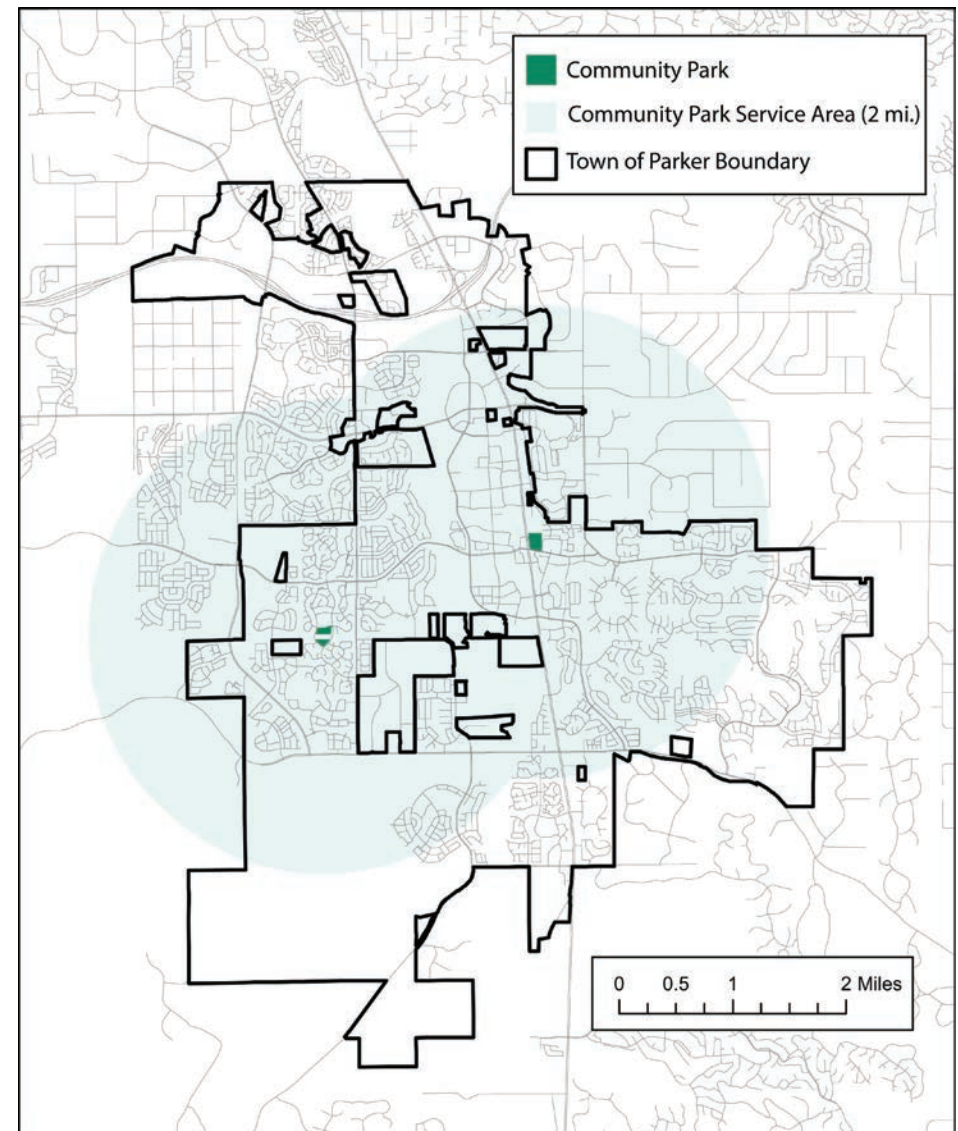
Town of Parker Neighborhood & HOA Park Service Area

Community Parks

Community parks are larger than neighborhood parks and generally include a mix of active and passive park areas and active recreation facilities. Community parks provide space for those recreational activities that serve a wider population than the surrounding neighborhood and are intended to serve several neighborhoods within a larger geographic area of the city.

These parks typically range from 20 to 100 acres in size and provide a balance of natural environments and developed facilities. Physical features in community parks include fields for baseball, softball, soccer, football, and other sports that are scheduled for leagues and tournaments. Community parks also often provide tennis courts and multipurpose courts for basketball, volleyball, and handball. Other amenities may include playgrounds, picnic shelters, tables, paths, and off-street parking lots.

Although community parks are larger in size and broader in purpose than neighborhood parks, they can meet the need for close-to-home parks much like neighborhood parks do. However, their focus is on meeting the recreation needs of several neighborhoods as well as preserving unique landscapes or natural use areas. They facilitate group activities and offer other recreational opportunities not feasible, nor perhaps desirable, at the neighborhood level. The primary purpose of a community park is to provide opportunities for social contact among members of many different neighborhoods and from a range of ethnic and socioeconomic backgrounds. In short, community parks meet the specialized needs of and create connections among members of the broader community.



Town of Parker Community Park Service Area



Community Park LOS Summary:

Table: Town of Parker Community Park LOS

Current # Acres	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
19.8	0.41	0.37	2.0

National Recreation and Park Association Standard: 5.0-8.0 acres

* Unless otherwise specified, LOS is presented as per 1,000 residents and based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

- Simply looking at the acreage of current community parks demonstrates a gap in the level of service. Part of this gap is due to the parks classification system. However, in Parker, community park amenities can be found in several of the parks identified as special use areas/parks.
- Parker is a growing community whose members and administrators recognize the need for more community parks. The Town will be addressing this need in part through the completion of undeveloped parkland at Reata West.
- This level of service need will also be addressed through the completion of the Salisbury Park North property, which will change its classification from Special Use Park to Community Park.

Special Use Areas/Parks

The Town of Parker manages several special use areas/parks. Special use areas are separate recreation areas or miscellaneous park lands that serve a special, unique purpose and often have regional appeal.

A special use area may include ball fields, soccer fields, other sports-related complexes, or community gardens. The sizes and service areas of special use areas vary based on the intended use of the site and the availability of similar services in the region. The Town of Parker's special use areas/parks include Bar CCC Park, Dog Park and Disc Golf, Iron Horse Park/Slemmer Barn, Railbender Skate and Tennis Park, Salisbury Sports Complex & Equestrian Park, Stroh Ranch Soccer Park, and Tallman Meadow Park.

Table: Town of Parker Special Use Park LOS

Current # Acres	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
158.4	3.27	2.94	4.0

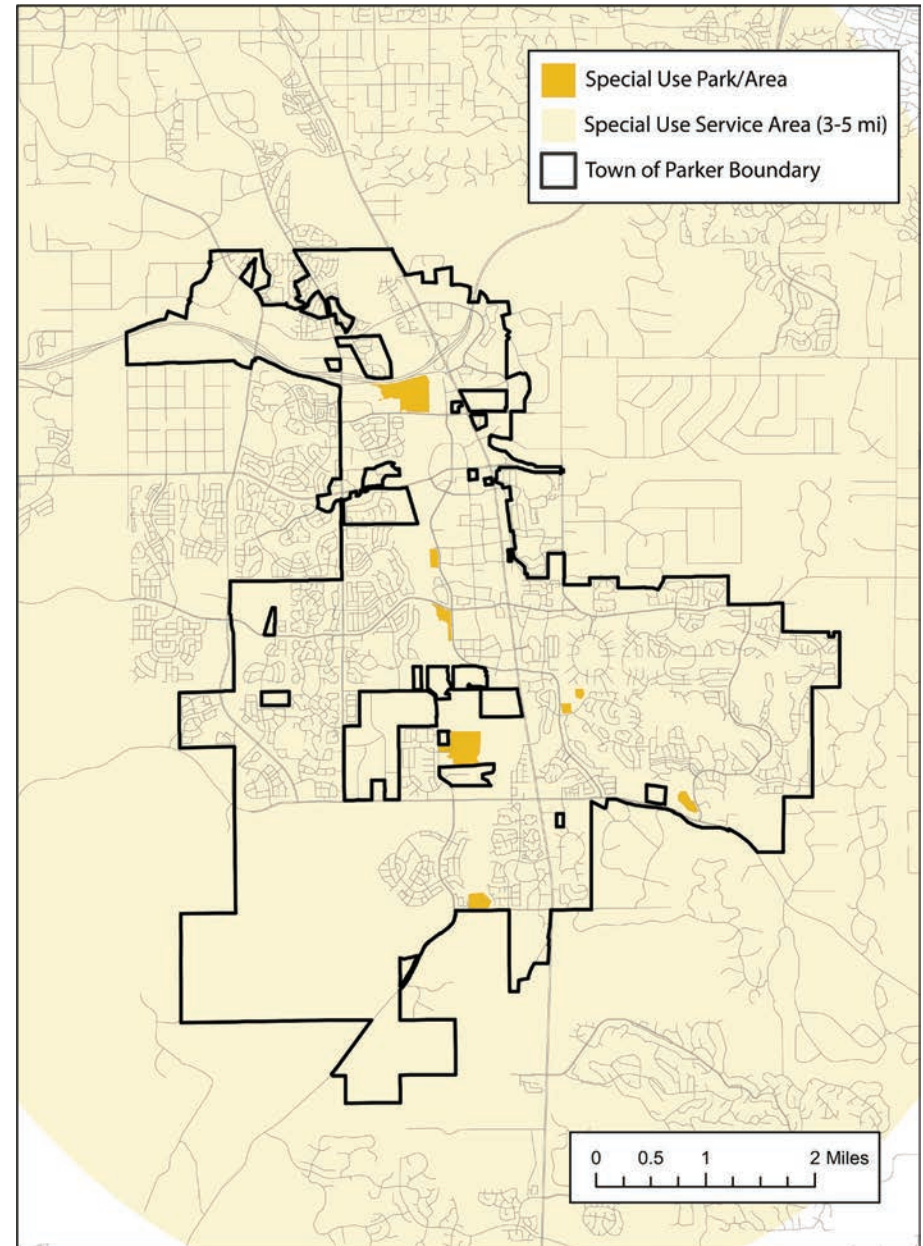
National Recreation and Park Association Standard: 5.0-10.0 acres

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** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

Special Use Areas LOS Summary:

- The planned development of a recreation facility on the south side of Parker will help meet this LOS standard.
- Not represented in the LOS map are several sports fields managed by schools and private entities like Cottonwood Park East and Cottonwood Park West. Cottonwood Park East and West are large private sporting fields that serve the northern parts of Parker and the region.
- A LOS of 4.0 acres per 1,000 residents is recommended for the special use area classification. Though not in Town limits, the development of Rueter-Hess Reservoir will greatly increase the special use area LOS in the coming decade; and also meet one of the priorities identified in the community survey.



Town of Parker Special Use Park Service Area

Multi-Use Trails

Trails and greenways managed by the Town provide close-to-home recreation and non-motorized transportation links within the community and the region. They also foster improved health and a sense of community connection while protecting wildlife migration corridors and habitats. Currently, the Department maintains 38 miles of paved and unpaved multi-use trails.

Issues surrounding alternative transportation and active lifestyles continue to affect planning decisions in the Town of Parker. The physical connectivity provided by multi-use trails contributes greatly to the health of residents, as evidence shows that people who have more access to parks and trails tend to walk more than those with limited access. Just as proximity of homes to neighborhood and community parks has emerged as a priority in recent years, so too has the proximity of homes to trails. In fact, residential developers operating in the Town of Parker are required to include parks, trails connections, and open space in each neighborhood.

Multi-Use Trail LOS Summary:

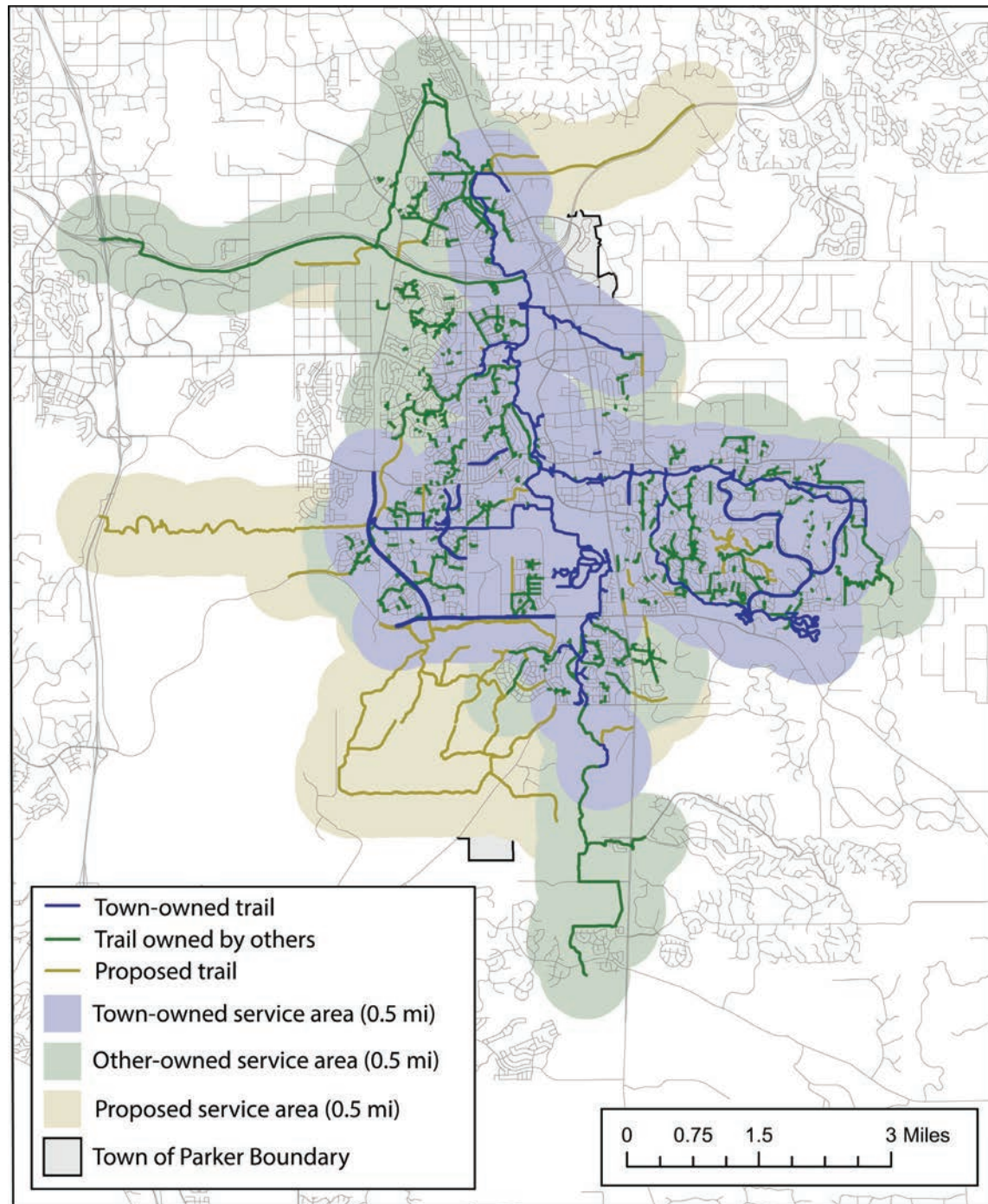
- Parker is comparable to its benchmark cities in terms of miles of trails managed by the Town. Parker residents benefit greatly from the extensive system of trails managed and maintained by Douglas County Parks, Trails and Building Grounds, HOA's and E-470 Authority. The trail map in this section, includes Town-managed trails as well as those managed by other entities (including proposed trail connections throughout the Town). Parker residents' access to multi-use trails managed by all entities is impressive and expansive compared to national trends.
- Access to parks and trails is gaining national attention, with the 2017 launch of the 10-Minute Walk to a Park Campaign, which has the support of the Trust for Public Land, the

National Recreation and Park Association, and the Urban Land Institute, in addition to 134 mayors from cities across America and from both sides of the political aisle.³ The interdependence of partnering agencies and the Town's land development standards have made Parker residents incredibly connected, leaving only a very small number of residents without easy access to trails or parks (within a 10 minute walk). The Town of Parker is way ahead of the curve, with 95% of residents within a 10 minute walk to a park, trail or open space.

- In the random community survey, Parker residents ranked trails as the most important facility/amenity. In the convenience survey, trails ranked only slightly lower than the recreation center as most important to Parker residents.
- In the random community survey, participants ranked trails as the facility/amenity that contributes most to residents' health. In the convenience survey, trails ranked second behind the recreation center.
- In addition to the health and social benefits identified by survey participants, trails benefit Parker by connecting neighborhoods, Downtown and other park and recreation facilities.
- Given that trails are the Town's most-used facilities and regarded by residents as the Town's most important, most beneficial amenities in terms of community health, trail expansion and maintenance enjoys deep community support.
- The importance of the Town's trail network also opens opportunities for additional expansion of on-street bike lanes that would improve access to parks and recreation facilities, connections to major destinations and opportunities for staying active.

³ Nation's mayors launch groundbreaking 10-minute walk to a park campaign:

<https://www.tpl.org/media-room/nations-mayors-launch-groundbreaking-10-minute-walk-park-campaign#sm.001x7f3dc199udrnz5s1byllvbujm>



Multi-Use Trail Service Area Including All Parker-Owned and Non-Parker-Owned Trails (Existing and Proposed)

Open Space

Open space is land permanently preserved and protected from development. Open space has multiple benefits including the preservation of significant natural resources, native landscapes, and visual aesthetic. Generally, open space is preserved in its natural state with limited public access and use. The main purpose of open space is to enhance the livability and character of a community by preserving natural resources and providing wildlife habitat in rapidly urbanizing areas.

Table: Town of Parker Open Space LOS

Current # Acres Parkland Open Space + additional designated open space owned by Parker	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
1000.4	20.65	18.6	18

National Recreation and Park Association Standard: N/A

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** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

As new development occurs in the Town of Parker, open space is preserved, and new parks are developed on a “build as you go basis” to serve future residents. Parker seeks to preserve a minimum 20 percent of land for open space as it goes under development through the Land Development Ordinance (LDO). The Town Open Space, Trails and Greenways Master Plan provides guidance and criteria regarding land to be preserved as open space. Through the development process, open space is most often preserved via the processing of site plan and subdivision plat applications. The LDO also requires the creation of 7.5 acres of new parkland per 1000 residents in connection with development proposals. These parks and open spaces are reviewed by Town staff to meet the quantitative standards of the LDO with some consideration of amenities and design quality.

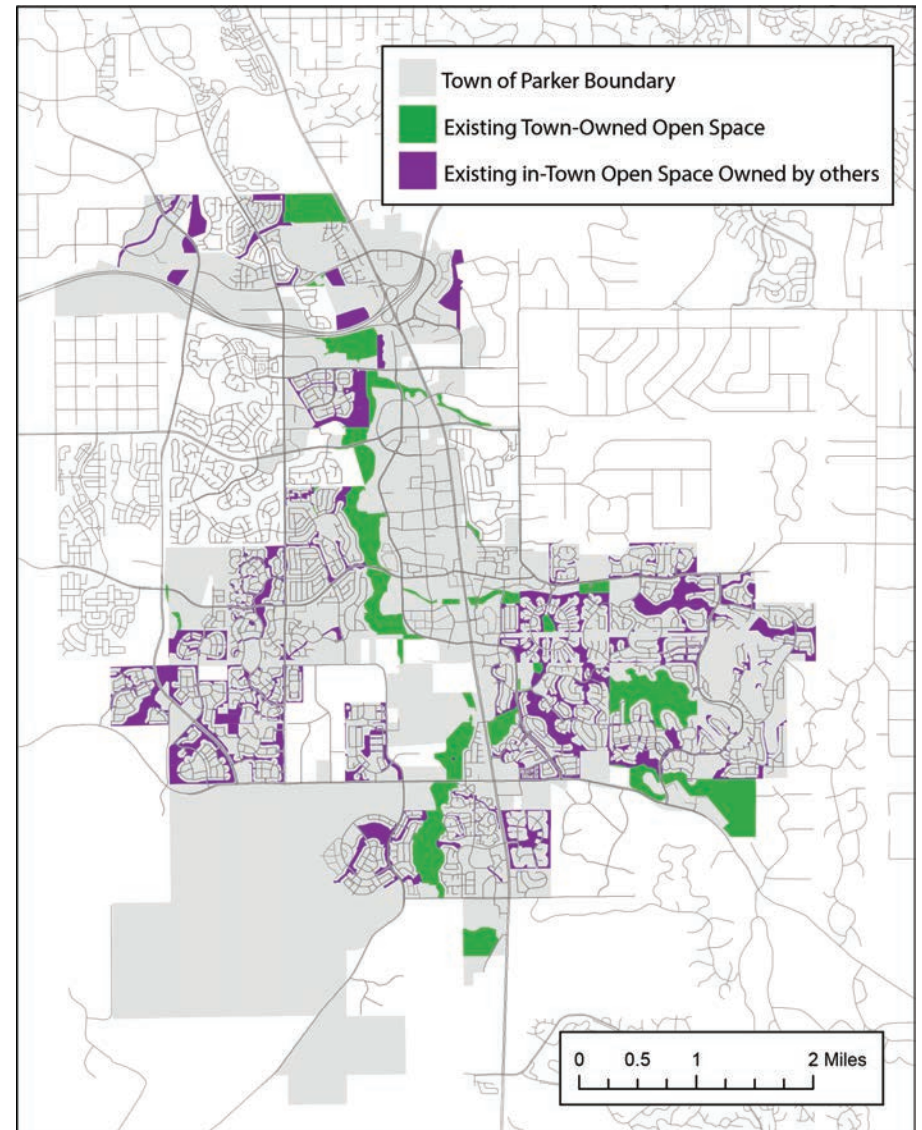
The Town has set minimum requirements regarding the size of each park and the amenities provided in new residential development. This type of park development usually falls in one of two categories: 1) HOA-owned and maintained neighborhood parks and 2) larger community parks developed to Town standards and dedicated to the Town. For example, the currently undeveloped Hess Ranch and Anthology North properties are zoned for up to 6,500 new housing units and approximately 19,000 residents. The zoning for these properties has preserved 384.4 acres of open space (27% of the total land area) and seven community parks totaling 135.2 acres. This zoned open space and park land will be dedicated to the Town through the subdivision process if it meets certain requirements. Each subdivision filing will also be required to incorporate smaller HOA-owned parks, contributing to a greater LOS for the neighborhood park classification.

Open Space LOS Summary:

- Overall, the Town of Parker has been responsive to residents’ requests to preserve open space although the pace of municipal acquisition has slowed in recent years as Parker builds out.
- According to the random community survey, when asked to prioritize how to allocate Capital Development funding, residents cited the development of trails and recreation opportunities at Reuter-Hess Reservoir as their first priority and the purchase of land (or easements) for the preservation of open space as their second.
- Upcoming property developments at Hess Ranch and Anthology North will greatly add to the continued preservation of open space. The Hess Ranch property will preserve an additional 384.4 acres of open space, (approximately 25% of the site). With Hess Ranch’s anticipated 9,600 new residents, this allotment totals 40 acres of open space per 1,000 new residents, far beyond the recommended LOS of

18 acres per 1,000 residents. The Anthology North property is designed similarly, with 241.8 acres (or 31% of the site) preserved as open space. With approximately 9,400 anticipated residents, the open space LOS for Anthology North will be 25 acres per 1,000 residents.

- While the Town of Parker manages slightly fewer acres than the benchmark agency average, it manages a much higher proportion per 1,000 population, surpassing the benchmark median. Only one peer agency reported higher figures (Castle Rock). These differences are mainly due to terrain and each community's available developable land. While Parker has many acres available for residential, commercial, and open space development, Castle Rock's rugged topography prevents residential and commercial development and makes much of its land usable only as open space, making its proportion of open space acres per 1,000 residents much higher than Parker's.
- The preservation of open space depends greatly on the availability of land that can be developed and community desire—and Parker residents are passionate about it. As a result, the Town of Parker has been both aggressive and strategic in the preservation of open space, especially with the establishment of open space preservation requirements in the Town Land Development Ordinance. Based on resident priorities, the Town may need to consider a more aggressive requirement for open space dedication from developers.
- Setting the open space LOS at 18 acres per 1,000 residents reflects the Town's historic growth patterns, is responsive to community needs and provides opportunity for sustainable growth.



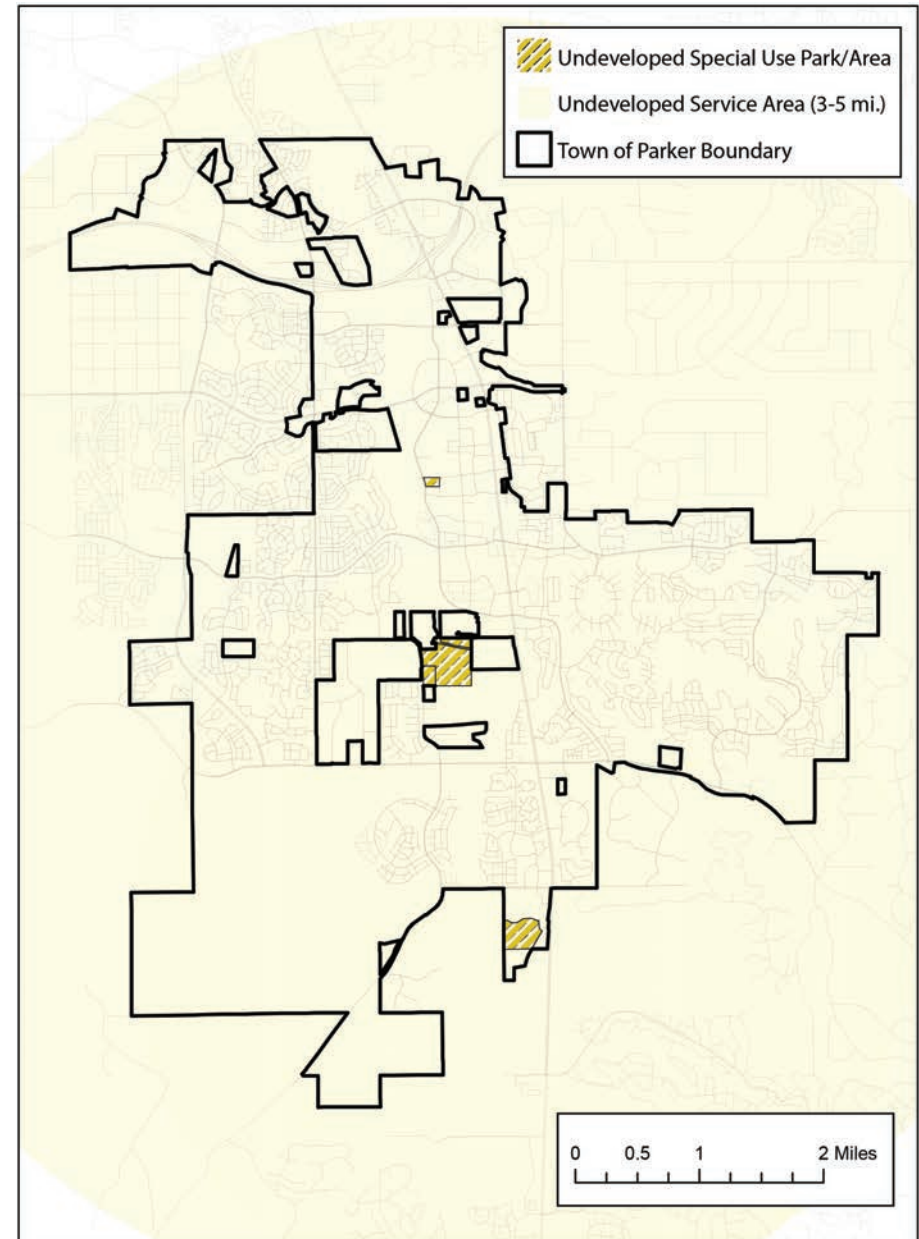
Town of Parker Open Space Service Area

Undeveloped Parkland

The Town of Parker currently has three undeveloped park and recreation properties: the property just west of the Fieldhouse, Reata West, and Salisbury Park North.

Undeveloped Parkland LOS Summary:

- Though the exact purposes of these properties has yet to be determined, the Town of Parker is taking steps to assess the properties' best uses, consider public opinion, and cultivate strategic partnerships as the properties are developed.
- The Town completed a master plan for Salisbury Park North in 2014 and continues to pursue partnerships and strategies to complete the park. The goals of this master plan include:
 - o Successfully integrating natural and developed spaces into a rich, expanded park experience.
 - o Developing a vision for the park that makes it a community landmark.



Town of Parker Undeveloped Park Area Service Area

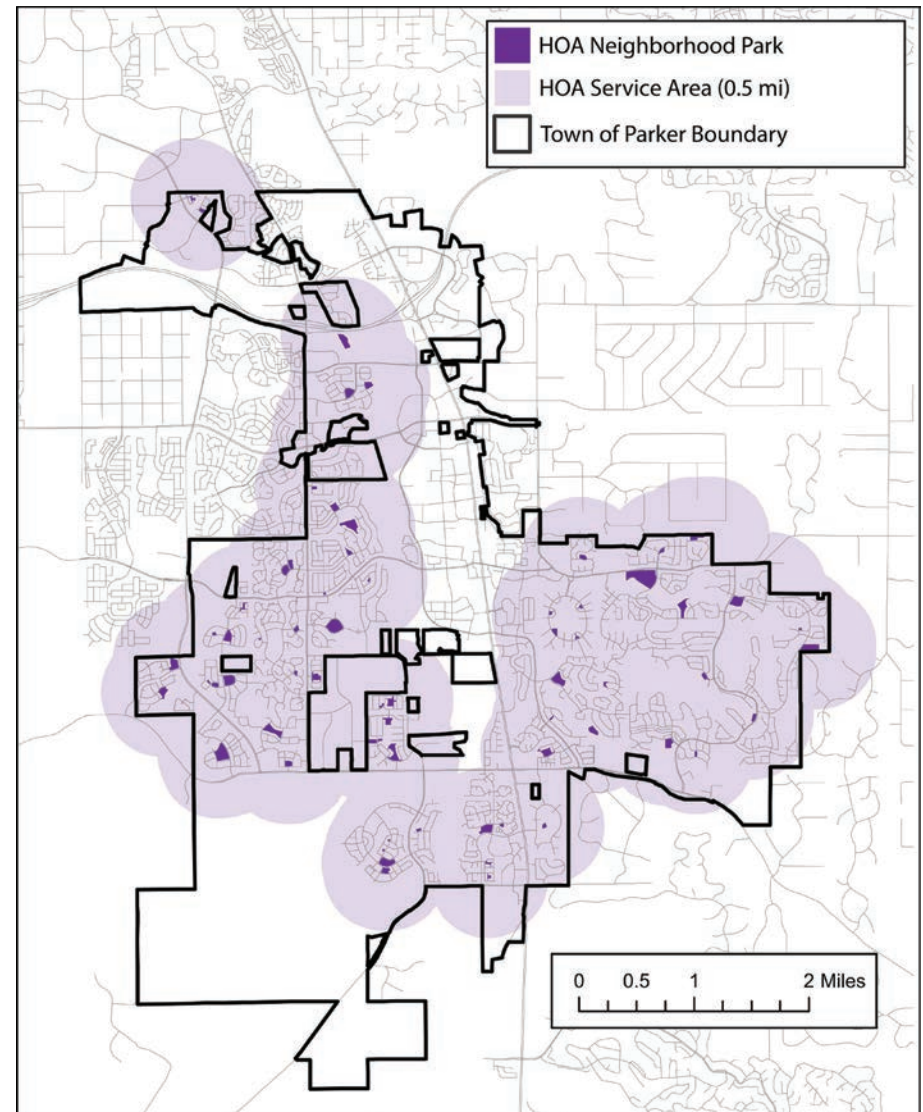
HOA Neighborhood Parks

HOA-managed and private park and recreation facilities are privately owned yet contribute to the public park and recreation system. Many of these park systems reflect the same characteristics of the neighborhood park classification described previously.

The Town of Parker has and continues to rely on the development of privately-managed park and recreation facilities to supplement its system of publicly owned parks, recreation facilities and open spaces. As Parker grows, it has benefitted from long-standing growth management policies that ensure that parks, trails and open spaces are incorporated into new residential neighborhoods. Since developers and HOAs are responsible for the construction and maintenance of these parks, the Town's short- and long-term financial burden is reduced while access to high-quality facilities remains consistent.

HOA Neighborhood Parks LOS Summary:

- Due to the Town of Parker's progressive land use policies, a substantial number of parks and open space are available to residents through HOA-owned neighborhood parks.
- The Town policy is to consider accepting dedication of privately developed parks provided they are 10 acres or larger in size and designed to Town standards. These larger parks are of greater community benefit and offer amenities not found in smaller neighborhood parks.
- The importance of HOA-owned parks was confirmed when 78% of random survey participants reported that they utilized HOA-owned parks.
- It is critical to note that private entities, such as HOA-managed parks, are held to different standards of accessibility under ADA regulations. In order for the HOA neighborhood parks to be considered as part of the Town's LOS, it is highly recommended that standards be implemented for new construction and alterations of existing HOA-managed parks (through the Town LDO) to meet public accommodation regulations, under title II of the ADA.
- It is recommended that the Town consider the development of a policy for coordinating improvements to accessibility and maintenance of new and existing HOA-owned parks.



Town of Parker HOA Neighborhood Park Service Area

FACILITY ASSESSMENT

The Parker Parks, Recreation and Open Space Department is committed to meeting the needs of participants with varying levels of ability. In recent years, the Department has voluntarily participated in accessibility reviews of facilities and programming. During the master plan process, the Department continued this commitment, opting to have a site inspection completed by an accessibility specialist from the Eppley Institute in September 2017. This type of site inspection is rare in master planning and certainly goes above and beyond industry standards. The Eppley Institute uses the Americans with Disabilities Act accessibility standard for program access as a guiding principle for viewing the Department's programs, activities, and services, in their entirety, when considering barrier removal. The inspector/inspection team looks critically at all programs from the point of view of persons who have impairments to vision, hearing, mobility, and/or cognitive processes. This approach focuses the inspection on the experiential components of a site as opposed to compliance with minimum design standards. The Eppley Institute views the physical environment as a catalyst for program access and thus forms recommendations for barrier removal with program access at the forefront of investigative and reporting processes.

The goal of the Eppley Institute ADA site inspection was to assist parks and recreation personnel in long-term planning by identifying barriers to facilities and program participation for people with disabilities and proposing recommendations for barrier removal and improved access. The facilities under the jurisdiction of the Parker Parks, Recreation and Open Space Department largely met the requirements of the accessibility standards, with significant gains in the last several years to become compliant with minimum standards for accessible design.

In 2010, the Americans with Disabilities Act (ADA) was updated to include design standards for recreation facilities. These standards are enforceable for all state and local recreation agencies, including the Town of Parker. The ADA site inspection conducted by the Eppley Institute identified needs for retroactive repairs and modifications to park properties and features in order to become compliant with these minimum design standards, with a particular emphasis on access to sport and fitness facilities and multipurpose fields.

In 2014, the Architectural Barriers Act Accessibility Standards were updated to include technical provisions for Outdoor Developed Areas (ODAs) such as picnic facilities, camping facilities, trails, viewing areas, and beaches. While the ODA standards are only fully enforceable for federal entities or entities receiving federal financial assistance (i.e., grants) at this time, these standards are considered best practices for all agencies providing opportunities for public recreation in these settings. The Parker Parks, Recreation and Open Space Department strives to meet the minimum design standards established in the ODA in order to meet the legislatively mandated requirement for program access as established by the ADA.

The Town of Parker is committed to setting and meeting ongoing goals for compliance as well as exceeding expectations in program and service delivery for individuals with disabilities. Furthermore, Parker's commitment to accessibility can be seen throughout the system themes, goals, and strategic actions in this master plan.

For full details of the ADA Site Inspection Report, a copy can be obtained at the Parker Parks, Recreation and Open Space Department.

RECREATION AND LEISURE TRENDS ANALYSIS

RECREATION PROGRAMS

The Parker Parks, Recreation and Open Space Department offers a wide variety of recreation programs and services to Parker residents. In this needs assessment and trends analysis, the Department's programs are analyzed for both specific and overarching issues in order to determine ways the Department can enhance its services and most effectively use available resources. As part of the Commission for Accreditation of Park and Recreation Agencies (CAPRA) accreditation process set forth by the National Recreation and Park Association, the Department developed a comprehensive Programming Plan (available for public review from the Department). This section of the master plan confirms and builds on the trends analysis in the Programming Plan. Programs and services were examined using national data from the Sports & Fitness Industry Association's 2017 Sports, Fitness, and Leisure Activities Topline Participation Report; benchmark data; and information collected during the community engagement process.

A major priority for the Department has been and continues to be making informed management decisions based on budgeting and financing metrics. In particular, policy decisions regarding specific recreation programs are often made with consideration of the extent to which the cost to deliver a program can be recovered. However, decisions are also informed by the degree of social or public good that a program provides to the community. The Department understands its facilities and programs enhance the health, safety, and livability of the Town of Parker.

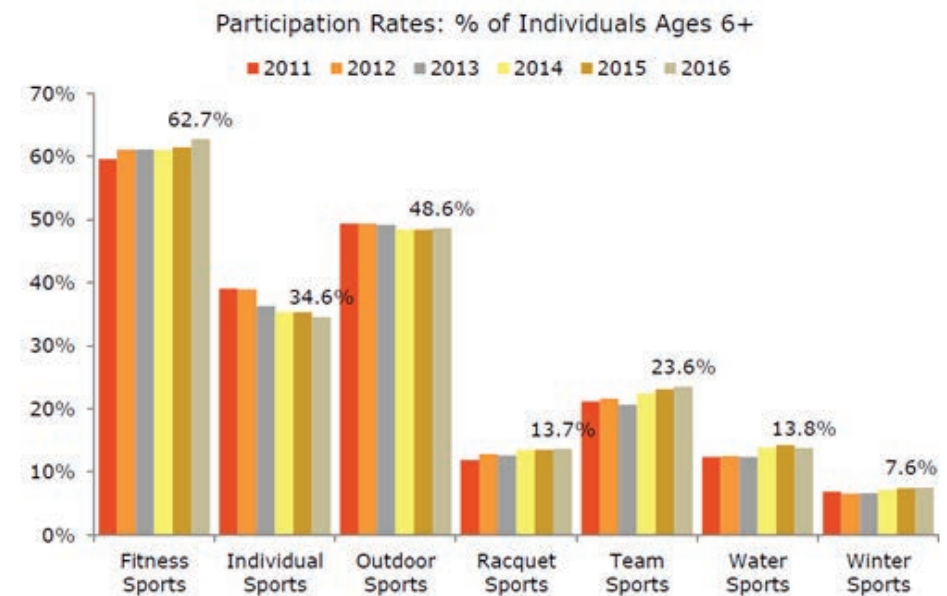
The Parker Parks, Recreation and Open Space Department utilizes 45% of their total operating budget to offer over 3,200 programs and events annually. Across the benchmark communities reviewed for this master plan, the median percent-

3,260

Parker Parks and Recreation Programs & Events Annually

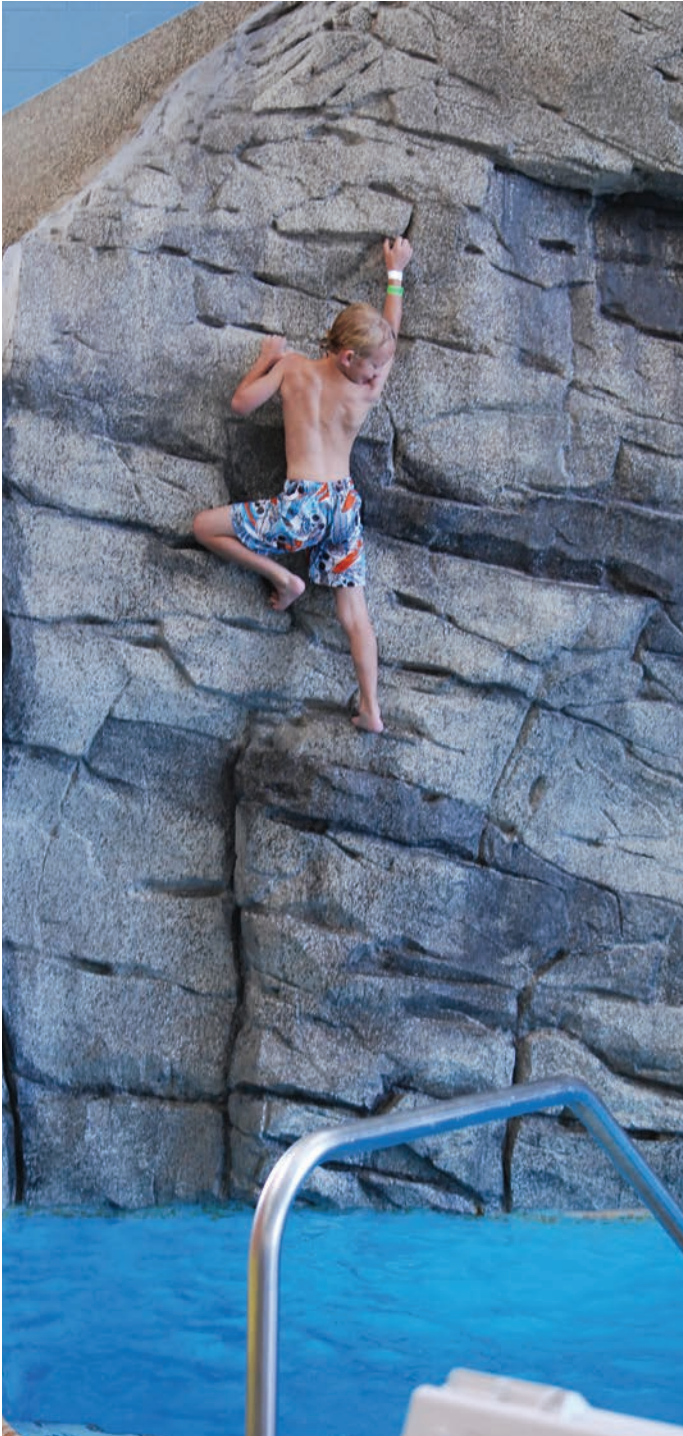
Including: Aquatics, Sports, Fitness, Day Camps, Enrichment Programs, Tot Activities, Special Events, 5/10K Race Series

age of total operating budget spent on programming was 43%, just below Parker's budget expenditure. As is also true in benchmark communities, youth, seniors, and individuals with disabilities use Parker's services more than other user groups.



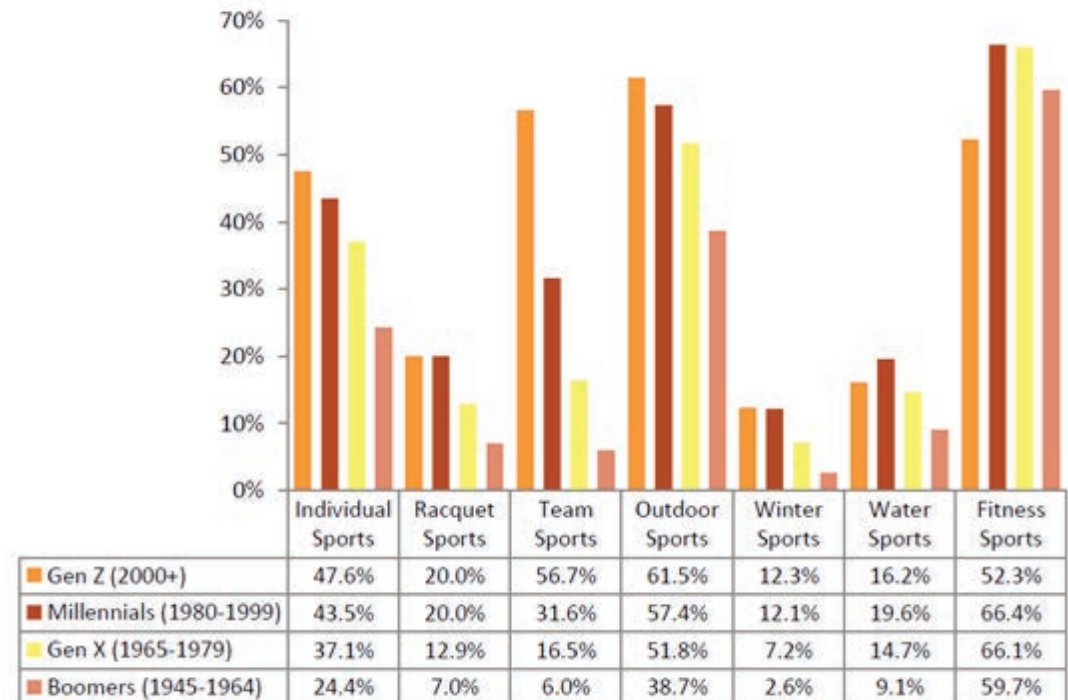
SOURCE: 2017 SPORTS, FITNESS, AND LEISURE ACTIVITIES TOPLINE PARTICIPATION REPORT

Town of Parker



According to the 2017 Sports, Fitness, and Leisure Activities Topline Participation Report for the Sports & Fitness Industry Association (SFIA), national participation rates in fitness sports, racquet sports, team sports, water sports, and winter sports continue to see overall increases (see bar chart above) while participation in outdoor sports has remained fairly consistent and participation in individual sports have declined.

This report is particularly important for the Town of Parker when data are broken down by generation. Parker is a fairly young community: residents' median age is 35, while comparable benchmark cities have a median age of 39. As seen in the bar chart below, Generation Z (born in 2000 or later) and Millennial (born 1980-1999) respondents are among the most likely to participate in fitness sports and outdoor sports; these national findings are supported by Parker residents' regular use of trails and outdoor recreation areas. Unlike the national data, however, Parker survey respondents indicated that amenities that facilitate individual sports like inline skating, skateboarding, and trail running are most important to them.



SOURCE: 2017 SPORTS, FITNESS, AND LEISURE ACTIVITIES TOPLINE PARTICIPATION REPORT

RECREATION FACILITIES

The following descriptions of recreation facilities are intended for use as guidelines to analyze and plan for a recreation facility inventory that represents and reflects the interests of the Parker community, accounts for relevant national trends, provides direction for future recreation facility management, and fits within current and future funding levels. The table below provides a summary of the current LOS and identifies needs for each of these facilities based on benchmark community data, the *2016 Trust for Public Land City Park Facts Report*, and the *2016 National Recreation and Park Association Field Report*.

The Parker Parks, Recreation and Open Space Department operates a wide range of facilities, ranging from outdoor aquatic facilities to playgrounds. These facilities support both general informal use by the public as well as specialized or scheduled use for athletic competitions, recreation programs, and other events. Recreation facilities have highly specialized maintenance and management requirements and are subject to different standards than urban parkland.

Table: Facility Level of Service

Recreation Facility	Parker Qty.	Trust for Public Land Median Qty.*	Parker LOS Based on Trust for Public Land**	# of Benchmark Departments that Offer Facility Type	LOS Based on NRPA Standard	Recommendation Based on Local Service Area
Recreation Centers	2	2.1	.8	8/8	3.5 sf per person	Meets Current Needs
Outdoor/Indoor Swimming Pools	4	5.8	4.5	7/8	1.6 sf per person	Need Exists
Dog Parks	1	3.8	2.1	n/a	1.1	Meets Needs
Playgrounds	6	2.3	1.3	8/8	13.6	Need Exists
Equine Facilities	2	n/a	n/a	1/8	n/a	Meets Needs

* Source of Trust for Public Land data: 2016 City Park Facts Report

Recreation or Senior Centers per 20,000

Swimming pools per 100,000 residents. Swimming pools include both indoor and outdoor pools, four-foot minimum depth.

Playgrounds per 10,000 residents

Dog Parks per 100,000 residents

**Unless otherwise specified, Parker LOS is based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

Parker SF calculations: 170,000 SF recreation space (fieldhouse & rec center), 77,460 SF pool space (rec center & H2O'Brien)

NRPA recommended service level for aquatic facilities = 0.5 square feet (sf) per person

NRPA recommended service level for complex facilities (recreation or senior centers) = 1.5 square feet (sf) per person

2016 NRPA Field Report calculates median number of residents per facility: 1 playground per 3,560 population

2016 NRPA Field Report calculates median number of residents per facility: 1 dog park per 43,183 population

Specialized facilities/parks operated by the Department include the Parker Fieldhouse, Recreation Center, Bar CCC Park, Dog Park and Disc Golf Course, Iron Horse Park/Slemmer Barn, Railbender Skate and Tennis Park, Salisbury Sports Complex & Equestrian Park, Stroh Ranch Soccer Park, and Tallman Meadow Park. While some of these facilities can be used for different activities, many are single- or narrow-purpose. Active recreation facilities are typically more costly to build and operate over time. Community decisions about the provision of these facilities generally take into consideration the extent of the user base, lifecycle management costs, and existence of similar facilities in or near the community.

Passive or community recreation facilities include playgrounds, picnic shelters, and some open rectangular fields for unstructured and informal use. These facilities play a significant role in giving parks their character, and as a result of their broader use, a wider segment of the general public tends to access them. While passive/community recreation facilities are usually less expensive to develop and maintain, they also have notable lifecycle costs associated with their management.

Recreation Facility LOS Summary:

- Based upon current usage and projected population growth, it is recommended that additional recreation center space be developed in the next 5-10 years. This need will be met by the development of a new recreation facility ideally located in the south end of Parker.
- LOS standards based upon the Trust for Public Lands and NRPA data indicate a need for greater aquatic facility space. In stakeholder interviews with community partners, aquatics space was also identified as a need, due in part to the reliance of area schools on the Recreation Center's competitive pool.
- The redevelopment of H2O'Brien Pool and plans for a future recreation facility will help meet this aquatic facility need.
- The LOS for playgrounds is supplemented by HOA neighborhood parks in Parker; however, the need for 100% publicly accessible playgrounds is apparent. The playgrounds developed and managed by the Town are designed and maintained to meet ADA standards, while many of the HOA-managed playgrounds are not.
- The availability of equine facilities is a unique and special feature for the Town of Parker. Equine facilities should continue to be offered by the Department as community need/desire exists and the Town can make these amenities financially sustainable.



2.4 SYSTEM THEMES AND STRATEGIC ACTION PLAN

Each theme, goal, and strategic action included in the following tables reflects the planning team's careful, concerted efforts to set ambitious but achievable goals. Strategic actions were created to be **specific, measurable, attainable, relevant, and timely** in order to lay out a clear path for completing each action and reaching each larger goal in a timely manner. The remainder of this section will outline the strategic actions, their expected year of completion, and potential funding sources for each action. The majority of this master plan is designed to lay out the path for the next five years; however, strategies for the next five-ten years are also identified. In order for this plan to succeed, it is recommended that it be revisited annually, if not quarterly, to track progress and celebrate achievements.



THEME 1: MANAGE AND PROTECT ASSETS

GOAL(S)

1. Efficiently and knowledgeably manage the Town of Parker's recreation amenities based on the needs of its residents
2. Promote the stewardship of open space and natural resources for the Town of Parker
3. Ensure that Parker's future growth is supported by appropriate expansion of parks, facilities recreation opportunities and the preservation of open spaces
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Open Space, Trails and Greenways Master Plan, and the Parker 2035 Master Plan

STRATEGIC ACTIONS

Town-Wide	<i>Expected Completion</i>	<i>Potential Funding Sources</i>
Recapitalize older playgrounds into modern, attractive facilities.	Ongoing	Possible Grants
Ensure coordination between the Parks, Recreation and Open Space Department and the Community Development Department occurs, to comprehensively address issues arising with privately maintained parks and open spaces.	2019	No Funding Needed
Adopt a uniform design policy for Town-owned park-site amenities (e.g. picnic tables, trash receptacles, drinking fountains, etc.).	2019-2020	Parks and Recreation Fund
Adopt a policy establishing interpretive signage standards and replacement guidelines.	2019-2020	Parks and Recreation Fund
Align the standards in the Land Development Ordinance (LDO) with the policies outlined in the Parks, Recreation and Open Space Master Plan.	2019-2020	No Funding Needed
Implement a policy addressing sustainable design as it relates to facility construction, product purchasing, waste reduction/handling, and energy/natural resources conservation.	2020-2022	Parks and Recreation Fund
Manage open space preservation by establishing a standard process for acquisition of property by utilizing the criteria in the Open Space, Trails and Greenways Master Plan.	2019-2020	Parks and Recreation Fund/ Grants/Developer Contributions
Develop a policy to promote a balance of quality and quantity in the planning, design and development of HOA parks, recreation and open space associated with new residential development.	2019-2020	Community Development Budget
Auburn Hills Community Park		
Create a park-specific mini master plan addressing unsustainable water issues.	2021-2023	Parks and Recreation Fund
Create a usage agreement with Prairie Crossing Elementary School to expand the school visitors' parking area and link school grounds to the park with a dedicated pathway or designate parking along the roadway for park users.	2021-2023	Parks and Recreation Fund
Baldwin Gulch Trail		
Install way-finding signage.	2019-2020	Parks and Recreation Fund
Bar CCC Park		
Install lights for fields.	2021-2023	Parks and Recreation Fund
Review existing pavilion use and replace if needed with larger units.	2021-2023	Parks and Recreation Fund
Redesign and upgrade parking area.	2021-2023	Parks and Recreation Fund

Parks, Recreation and Open Space Master Plan

Cottonwood Trailhead	Expected Completion	Potential Funding Sources
Upgrade amenities, including the pavilion, trash receptacles, and picnic tables.	2020-2022	Parks and Recreation Fund
Redesign and upgrade parking area.	2022-2024	Parks and Recreation Fund
Dog Park & Disc Golf		
If feasible, add natural plantings to the disc golf course to serve as obstacles/hazards as well as to enhance the course's appearance.	2021-2023	Parks and Recreation Fund
H2O'Brien Pool		
Review opportunities for redevelopment and/or expansion of existing aquatic assets. Consider a new indoor/outdoor pool at the same location or explore opportunities at a different location.	2022-2024	Possible Grants
Living Wheel Park/20 Mile Historic Park		
Update signage in park.	2019-2020	Parks and Recreation Fund
Designate a shared parking area for park users.	2021-2023	Parks and Recreation Fund
Consider a redesign that would add active recreation amenities.	2021-2023	Parks and Recreation Fund/ General Fund/Parker Authority for Reinvestment
McCabe Meadows		
Install arboretum signage to facilitate self-led environmental education.	2020-2022	Parks and Recreation Fund
Enhance arboretum area with additional plantings using native species.	2021-2023	Parks and Recreation Fund
Identify opportunities to enhance access to McCabe Meadows from Parker Road.	2021-2023	Parks and Recreation Fund
Parker Fieldhouse		
Conduct an efficiency study to identify opportunities to utilize the space more efficiently and augment programming.	2021-2023	Parks and Recreation Fund
Implement second-phase expansion of the Fieldhouse.	2023-2027	Parks and Recreation Fund
O'Brien Park		
Maintain and improve bike/pedestrian access to the park from Mainstreet, Sulphur Gulch Trail and points west of Parker Road.	Ongoing	Parks and Recreation Fund/ General Fund
Complete the design and construction of pedestrian safety improvements along the southern edge of the park fronting Mainstreet.	2019-2020	Parks and Recreation Fund
Complete the design and construction of the north property.	2022-2025	Possible Grants
Railbender Skate and Tennis Park		
Research costs and benefits of an additional skate park or expansion of the existing facility, including opportunities for maintenance upgrades.	2021-2023	Possible Grants
Rueter-Hess Reservoir		
Implement the Rueter-Hess Reservoir Recreation Master Plan in partnership with the Rueter-Hess Recreation Authority.	Ongoing	Possible Grants
Collaborate with the Rueter-Hess Recreation Authority to explore access options for residents of Anthology North and Hess Ranch.	2019-2020	Parks and Recreation Fund/ Developer

Salisbury Sports Complex	Expected Completion	Potential Funding Sources
Complete Salisbury North design and construction.	Ongoing	Possible Grants/Parks and Recreation Fund
Update signage to separate the two distinct recreation opportunities (equestrian and athletic).	2021-2023	Parks and Recreation Fund
Determine and implement a direct connection to the East West Trail.	2019-2020	Parks and Recreation Fund
New South Recreation Center		
Establish partnerships with Senior Services, local health care providers, and other pertinent agencies to explore funding opportunities.	2023-2027	Parks and Recreation Fund/General Fund/External Sources
Initiate a site selection evaluation and explore funding for site design and completion.	2023-2027	Parks and Recreation Fund
New Ice Arena		
Investigate establishing a new indoor ice arena, operated in conjunction with public or for-profit partners. If opportunity exists, conduct co-funded feasibility study.	2021-2025	Possible Grants
Preservation Park		
Revisit Preservation Park master plan to include an updated vision and enhance connectivity opportunities.	2019-2020	Parks and Recreation Fund

THEME 2: ENHANCE INCLUSIVE PROGRAMING

GOAL

1. Provide inclusive programming for all ages, abilities, and income levels

STRATEGIC ACTIONS

	Expected Completion	Potential Funding Sources
Address the priorities identified in the Town of Parker Parks, Open Space, and Recreation ADA Site Visit Report (October 2017).	Ongoing	Possible Grants/Parks and Recreation Fund
Modernize sports and athletic facilities to optimize inclusive access.	Ongoing	Parks and Recreation Fund
Establish a policy for the internal review of existing and future park plans to provide greater inclusion.	Ongoing	No Funding Needed
Coordinate with homeowners associations to improve ADA access of existing and future HOA-operated parks.	Ongoing	No Funding Needed
Establish and actively promote a communication policy and network to facilitate the conveyance, review, and timely response to accessibility concerns from community members.	2019	No Funding Needed
Provide educational opportunities for staff on inclusion best practices.	2019	Parks and Recreation Fund
Set a departmental goal of having a minimum of two staff members trained in identifying accessibility issues.	2021-2023	Parks and Recreation Fund
Expand availability of universally inclusive playgrounds to the greatest extent possible, targeting 25% of all playgrounds in the next 10 years.	2023-2027	Possible Grants/Parks and Recreation Fund

THEME 3: CONNECT PEOPLE AND PLACES

GOAL(S)

1. Plan for, maintain, and develop safe, multi-modal trail access to parks, open space, and recreation facilities
2. Implement the access and transportation goals of the Parker 2035 Master Plan as it relates to parks, recreation and open space
3. Promote healthy and active lifestyles for the community of Parker by continuing to connect residents to high quality facilities, amenities, and programming
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Town of Parker Transportation Master Plan

STRATEGIC ACTIONS

	<i>Expected Completion</i>	<i>Potential Funding Sources</i>
Consider parallel soft surface trails to expand the carrying capacity and usability of current and future trails.	Ongoing	Parks and Recreation Fund
Implement trail improvements within the Public Service Company of Colorado (PSCo) right-of-way.	Ongoing	Parks and Recreation Fund
Plan for and provide multi-modal access to community and regional parks serving more than one neighborhood.	Ongoing	Parks and Recreation Fund/ General Fund
Improve the safety of access to/from parks, recreation and open space through implementation of NRPA Safe Routes to Parks strategies.	Ongoing	Parks and Recreation Fund/ General Fund
Adopt a policy document providing guidance on best practices for the design of high-use, multi-modal trails with special attention paid to signage, width, and ease of access.	2019-2020	No Funding Needed
Install additional bike “fix it” stations systematically throughout trail network and identify them on trail maps.	2019-2020	Parks and Recreation Fund
Update the 2005 Bike Lane Plan and 2010 Open Space, Trails and Greenways Plan where not superseded by the Parks, Recreation and Open Space Master Plan.	2019-2020	General Fund
Update the Land Development Ordinance to ensure that private parks and recreation facilities for future residential development are integrated into site design and well-connected to adjacent neighborhoods.	2019-2020	General Fund
Design and construct the Kinney Creek Trail.	2021-2023	Parks and Recreation Fund
Implement way-finding signage at trail head common gathering areas and throughout the trail system.	2021-2023	Parks and Recreation Fund
Determine plan for new trail development and incremental redesign of existing trails to be implemented over next 20 years.	2021-2023	Parks and Recreation Fund
Explore feasibility of trail connection linking Bradbury Ranch neighborhood to the Newlin Gulch Trail.	2021-2023	Parks and Recreation Fund
Explore connectivity opportunities to link O’Brien Park, Discovery Park, Mainstreet and the Sulphur Gulch Trail.	2021-2023	Parks and Recreation Fund
Extend Newlin Gulch Trail south of Stonegate to Rueter-Hess Reservoir.	2022-2025	Parks and Recreation Fund
Implement E-470 trail construction, including the grade-separated crossing at Parker Road.	2023-2026	Possible Grants/Parks and Recreation Fund
Review existing pavilion use and replace if needed with larger units.	2021-2023	Parks and Recreation Fund
Redesign and upgrade parking area.	2021-2023	Parks and Recreation Fund

THEME 4: ENHANCE ORGANIZATIONAL CAPACITY

GOAL(S)

1. Improve organizational strategies in order to maintain existing infrastructure and staffing at the highest level
2. Plan for future infrastructure development and maintenance

STRATEGIC ACTIONS

	<i>Expected Completion</i>	<i>Potential Funding Sources</i>
Explore opportunities for staff training to enhance organizational capacity and support professional development.	Ongoing	Parks and Recreation Fund
Review membership and gate access fees, adopt a policy for their regular review, and set goals based on measurable factors.	Ongoing	No Funding Needed
Review and optimize internally operated and contracted concessions operations.	Ongoing	No Funding Needed
Ensure departmental coordination and collaboration between Parks, Recreation and Open Space Department and Community Development Department regarding the planning, dedication, and construction of trails, parks and open space lands.	Ongoing	No Funding Needed
Improve understanding of parks, recreation and open space issues as they relate to growth management and development review.	Ongoing	No Funding Needed
Earn accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA).	2019	Parks and Recreation Fund
Adopt a policy for comprehensive staff involvement during review of park mini master plans in order to support best practices overall, better account for maintenance considerations, and provide optimal programming opportunities for users.	2019-2020	No Funding Needed
Develop a well-rounded and well-marketed sponsorship program.	2019-2020	Parks and Recreation Fund
Investigate a partnership with Douglas County Community Foundation to create a dedicated fund supporting annual fundraising drives and planned giving campaigns.	2019-2020	No Funding Needed
Implement a financially equitable policy for facility use through partnerships.	2019-2023	No Funding Needed
Develop an asset management plan, whereby repairs, replacement, and recapitalization are forecasted for the next 5-10 years. Ensure capital improvement budgets reflect forecasted asset management.	2020-2022	Parks and Recreation Fund
Investigate partnership opportunities for free or reduced-cost water hookups and usage fee as a by-product of the Reuter Hess agreement.	2021-2023	No Funding Needed
Investigate and implement modern maintenance work order and asset management software.	2021-2023	Parks and Recreation Fund
Develop a staffing plan reflective of future needs with key funding benchmarks to support critical positions.	2021-2023	Parks and Recreation Fund

THEME 5: PROGRAMMING FOR COMMUNITY

GOAL(S)

1. Continue to be responsive and adaptable to community needs and desires for parks and recreation programming
2. Serve all Parker residents through proactive, responsible financial planning that results in high-quality, affordable recreation programming

STRATEGIC ACTIONS

	<i>Expected Completion</i>	<i>Potential Funding Sources</i>
Establish (or partner to offer) more interpretive programs (self-led and/or facilitated).	Ongoing	Possible Grants/Parks and Recreation Fund
Investigate community desire for specialized outdoor recreation (e.g., archery, bouldering, challenge courses, fishing, etc.).	Ongoing	No Funding Needed
Plan for the changing needs of an aging community and align land use planning, development review, and facilities planning to respond accordingly.	Ongoing	Parks and Recreation Fund/General Fund
Examine cost-recovery practices and implement a policy that differentiates cost-recovery goals by functional area.	2019-2020	No Funding Needed
Implement a policy for establishing programming fees.	2019-2020	No Funding Needed
Create a recreation program plan that considers age and ethnicity to provide park and recreation opportunities more equitably to Parker residents.	2021-2023	No Funding Needed
Develop environmental education programs for open space properties.	2021-2023	Parks and Recreation Fund



2.5 FINANCIAL FRAMEWORK

The Parks, Recreation and Open Space Department has adhered to fiscally responsible strategies for decades. The Department has a higher median revenue from facilities and programming than other benchmark cities. Although it has a smaller budget than several of the benchmark communities, Parker has comparable overall cost recovery rates, including an impressive 87% cost recovery rate for recreation programming. While it continues to focus on increasing organizational capacity and sustaining high-quality programs, facilities, and services, the Department must also tackle comprehensive asset management planning. Asset management is the systematic process of maintaining, upgrading, and operating physical assets cost effectively. This process combines engineering principles with sound business practices and economic theory and provides organizations with the tools needed to facilitate a more organized and logical approach to decision making.

The need to track, inventory, and manage assets is a common theme in many public and private organizations. Organizations in the public sector—at various governmental levels—are accountable for responsibly managing their assets as fiduciaries to those who support their programs and operations with public funds. Park and recreation agencies are specifically known for a range of assets that provide both passive and active services to the public (e.g., playgrounds, courts, ball fields, picnic shelters, etc.).

As part of the master planning process, the Department assessed its facilities and determined the current replacement value (CRV) of individual assets. This value was obtained using construction costs, bid documents, and engineer's estimates and is based on several factors: the combined costs of building, renovating, and expanding assets; the anticipated increase in construction and maintenance over time due to changes in cost of living; and changes in maintenance costs as assets age. The total CRV for all assets is preliminarily estimated at just over \$95 million.

Parks, Recreation and Open Space Master Plan

Parker Parks, Recreation and Open Space: Current Replacement Value of Assets

Major Assets	Combined Cost to Build/Renovate/Expand	Age of Asset in Years	Average Cost of Living Increase (past 10 years)	Current CRV
Auburn Hills Community Park	\$1,000,000	14	1.7%	\$1,238,000
Bar CCC Park	\$500,000	10	1.7%	\$585,000
Cottonwood Trailhead	\$50,000	25	1.7%	\$71,250
Discovery Park	\$8,000,000	1	1.7%	\$8,136,000
Dog Park and Disc Golf Park	\$1,500,000	1	1.7%	\$1,525,500
Fieldhouse	\$10,500,000	11	1.7%	\$12,463,500
Iron Horse Park/Slemmer Barn	\$300,000	16	1.7%	\$381,600
Living Wheel Park	\$40,000	15	1.7%	\$50,200
McCabe Meadows	\$60,000	25	1.7%	\$85,500
O'Brien Park & H2O'Brien Pool	\$4,400,000	15	1.7%	\$5,522,000
Parker Recreation Center	\$16,000,000	3	1.7%	\$16,816,000
Preservation Park	\$450,000	9	1.7%	\$518,850
Railbender Park	\$3,400,000	9	1.7%	\$3,920,200
Salisbury Sports & Equestrian Park	\$5,800,000	15	1.7%	\$7,279,000
Stroh Ranch Soccer Park	\$950,000	24	1.7%	\$1,337,600
Sulphur Gulch Fitness Park	\$25,000	4	1.7%	\$26,700
Tallman Meadow Park	\$1,750,000	11	1.7%	\$2,077,250
Twenty-Mile Historic Park	\$20,000	15	1.7%	\$25,100
*Trails (10' wide, 30 miles = 158,400 L.F. @ \$186 per L.F.)	\$29,462,400	7	1.7%	\$32,968,426
Total all Assets				\$95,027,676

* Average age of trails used = 7 years



CURRENT OPERATIONS AND MANAGEMENT

Calculating CRVs of assets is the first step in asset management planning. Forecasting the operations and maintenance costs of park and recreation assets is the next step. Annual operational costs for parks and recreation facilities vary depending on the level of service provided, the current condition of the asset, and the construction methods used to build the facility. Priority for funding operations is based on several criteria: the facility's contribution to community health, safety, and other intangible social or community goods; anticipated benefits to the local economy; the amount of use or demand for each facility; and revenue generated.

Based on current industry standards, annual operations and maintenance costs can range from 2-4% of the CRV. Generally, high-use, more complex facilities are at the high end of this range, requiring around 4% of the CRV annually, while costs for trails, and low use areas are closer to the low end (2% of the CRV) of the range. Projected annual operations and maintenance costs for Parker are between \$1.9-3.8 million. Considering the Department's 2017 total operating budget of 9.9 million dollars, this equates to projected operations and maintenance costs of between 19-38% of the total operating budget. As operations and maintenance is tracked more strategically in the future, these projections will become more precise over time.

Parks, Recreation and Open Space Master Plan

Projected Annual Operations and Maintenance Costs of Parker Assets

Major Assets	Current CRV	Projected Annual Operations & Maintenance (Low 2%)	Projected Annual Operations & Maintenance (High 4%)
Auburn Hills Community Park	\$1,238,000	\$24,760	\$49,520
Bar CCC Park	\$585,000	\$11,700	\$23,400
Cottonwood Trailhead	\$71,250	\$1,425	\$2,850
Discovery Park	\$8,136,000	\$162,720	\$325,440
Dog Park and Disc Golf Park	\$1,525,500	\$30,510	\$61,020
Fieldhouse	\$12,463,500	\$249,270	\$498,540
Iron Horse Park/Slemmer Barn	\$381,600	\$7,632	\$15,264
Living Wheel Park	\$50,200	\$1,004	\$2,008
McCabe Meadows	\$85,500	\$1,710	\$3,420
O'Brien Park & H2O'Brien Pool	\$5,522,000	\$110,440	\$220,880
Parker Recreation Center	\$16,816,000	\$336,320	\$672,640
Preservation Park	\$518,850	\$10,377	\$20,754
Railbender Park	\$3,920,200	\$78,404	\$156,808
Salisbury Sports & Equestrian Park	\$7,279,000	\$145,580	\$291,160
Stroh Ranch Soccer Park	\$1,337,600	\$26,752	\$53,504
Sulphur Gulch Fitness Park	\$26,700	\$534	\$1,068
Tallman Meadow Park	\$2,077,250	\$41,545	\$83,090
Twenty-Mile Historic Park	\$25,100	\$502	\$1,004
*Trails (10' wide, 30 miles = 158,400 L.F. @ \$186 per L.F.)	\$32,968,426	\$659,369	\$1,318,737
Annual Operations & Maintenance Range		\$1,900,554	\$3,801,107

RECOMMENDATIONS

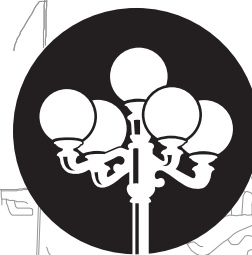
As described in the Needs Assessment and Analysis section of this master plan, the park and recreation needs of future residential developments will not all be met by homeowners associations. The Town will need to continue to be a part of the solution. The community survey results indicated capital development funding should be allocated to projects like the Rueter-Hess Reservoir, the purchase of open space land, trail development, and a new recreation center. The community must understand that the development—and, more significantly, the maintenance—of these spaces and amenities come at a cost. Community members and stakeholders are very satisfied with the quality and management of Parker’s parks and recreation system, a finding that is validated across interviews, surveys, and other public engagement activities. To keep this high level of service intact, it is recommended that another attempt at a parks and recreation ballot issue be explored, with special attention given to explaining exactly how tax dollars will be used and, using the community data collected for this plan, confirming community members’ desire for the spaces and programs increased tax revenue would support. As recommended in the action plan, other effective tools for making decisions about new development are impact fee or feasibility studies. Impact fee or feasibility studies look at both financing and regulations and can help agencies generate support for a project from citizens and other stakeholders.

The purpose of this financial framework is to provide a high-level review of necessary asset management and to take an initial step toward a more-detailed investigation into the condition of all Parker park and recreation assets. The Town of Parker manages many facilities, including parks, recreation facilities, aquatic facilities, and miles of multi-use trails. In order to continue meeting the needs of Parker residents, sustainable growth must be addressed in the immediate future. As its population grows, Parker must



continue to be forward-thinking—that is, proactive rather than reactive—when responding to changing community trends. Across the nation, communities like Parker face similar challenges when balancing deferred maintenance with constituents’ desire for new, attractive facilities and amenities. To keep up with these changes and to develop a sustainable financial framework, a comprehensive examination of the Department’s current financial landscape and future asset management approach is warranted.

APPENDICES



PARKER
C O L O R A D O



A large, stylized green tree graphic is positioned on the left side of the page. It features a central vertical trunk with several horizontal branches. Each branch ends in a large, solid green circle, representing foliage. The circles are of varying sizes and are arranged in a way that suggests a full, rounded canopy. The entire graphic is rendered in a light green color.

APPENDIX A **STAKEHOLDER INTERVIEW QUESTIONS**

STAKEHOLDER INTERVIEW QUESTIONS

Introduction and Overview Question

Thank you for participating in the Stakeholder Interviews that are being conducted as part of the Town of Parker Parks and Recreation Department's Master Plan. The questions that follow will assist the Department in its analysis of the town's park, facility, recreation, and green space needs and ultimately inform the Department's goals for the future.

1. What are your impressions of Parker Parks and Recreation as a whole (programmatically, facilities, and administratively)
2. What are your opinions about programs offered by the Department? (Quality? Overall Program mix and Quantity? Cost?)
3. What are your opinions on the quality of the parks and recreation facilities provided by the department (what is appropriate.)
4. In what ways do you think the parks and recreation department can improve the community's health overall? (Follow-up: Are there partnerships with health agencies that could be beneficial?)
5. Funding decisions can sometimes be difficult. The population in Parker is rapidly increasing and land is being developed. With this in-mind, and keeping in-mind the limitations of public funding, what should the priority of the department be if it's forced to choose? Acquire available open space or parkland before it's developed, this may mean open space preservation or additional parks (once it's gone, it's gone), or maintaining existing infrastructure at a high level (the longer you wait for repairs, the more expensive repairs are and caring for infrastructure is expensive).
6. A similar question regarding programing. Should programs be kept as affordable as possible for inclusion of the greatest number of residents, or should the programs be 'pay to play', imposing the full direct cost of the programs and overhead on the participants? If you seek a middle-point, where would you lean knowing that higher costs may prove to be a barrier for some underserved residents?
7. Your thoughts on the trail system in Parker?
8. If YOU were in charge of Parker Parks and Recreation, what would you do differently? What would you make sure to do that's the same?

A large, stylized green tree graphic with a thick trunk and several rounded, leafy branches, positioned on the left side of the page.

APPENDIX B

STAKEHOLDER INTERVIEW LIST



Parker Parks, Recreation and Open Space Master Plan Stakeholder Interview List

Dates of Stakeholder Interviews: September 11-13, 2017

Location: Town Hall, Parker Colorado

Stakeholders: External Community Groups & Town of Parker Staff

Eppley Institute Team of Interviewers:

Layne Elliott

Michelle Monroe-Cook

Sally Peltó-Wheeler

William Roche

Kate Wiltz

Monday, September 11, 2017

Jared Musil, Town of Parker Parks and Recreation

Betsy Mercer, Town of Parker Parks and Recreation

Erik Stadsfold, Town of Parker Parks and Recreation

Andy Fraser, Town of Parker Parks and Recreation

Bob Bullock, Town of Parker Parks and Recreation

Lou Meadows, Town of Parker Parks and Recreation

Jamie Vollertsen, Town of Parker Parks and Recreation

Megan Arvidson, Town of Parker Parks and Recreation

Hillary Roemersberger, Town of Parker Parks and Recreation

Tim Logan, Town of Parker Parks and Recreation

Bryce Matthews, Town of Parker Community Development

Mary Munkata, Town of Parker Community Development

John Fussa, Town of Parker Community Development

Renee Williams, Town of Parker Council Member

Joshua Rivero, Town of Parker Council Member

John Diak, Town of Parker Council Member

Mike Waid, Town of Parker Mayor

Michelle Kivela, Town of Parker Town Administrator

Tuesday, September 12, 2017

Tim Ottoman, Ponderosa Highschool

Tracy Hutchins, SDI Inc

Randy Burkhardt, Douglas County Parks

Sara Crowe, Parker Chamber of Commerce

Josh Miller, Cherokee Trail Elementary

Valerie Robson, Douglas County Community Development

Kam Breitenbach, Rotary Club



Jason Jacob, Legend High School
Barry Riddle, Parker Tennis
Kurt Wolter, Trevey Land and Commercial
Gary Poole, Parker Planning Commission
Rich Foerster, Home Smart Realty
Elaine Mariner, Town of Parker Cultural Director
Elise Penington, Town of Parker Communications Director
Kelli Bainbridge, Pioneer Elementary
Dirk Richwine, Commission for Accreditation of Park and Recreation Agencies Advisor

Wednesday, September 13, 2017

Donna Forester, Seniors' Council for Douglas County
Mary Colton, Town of Parker Parks and Recreation
Alex Eaton, Town of Parker Parks and Recreation
Jim Cleveland, Town of Parker Parks and Recreation





APPENDIX C **COMMUNITY SURVEY**



Dear Community Member,

The Town of Parker is conducting research for a new parks and recreation master plan. You have been randomly selected to participate in a survey that is part of the Parks and Recreation Department's master planning effort. When complete, the new plan will guide the development and operation of your town's parks and recreation resources and activities for years to come.

To participate in the survey, please answer the questions that follow and return ALL pages, including this cover letter, in the accompanying pre-paid envelope.

On-line Option

If you prefer to take the survey online, please type <http://go.iu.edu/ParkerRS> into your web browser. When prompted, type in the 4-digit verification code.

Your verification code:

[Code Here](#)

Please return this survey at your earliest convenience. If you have any questions about the survey, please contact the Eppley Institute at (812) 855-3095 or Eppley@indiana.edu

Thank you for helping to shape the future of our community!

Respectfully,

A handwritten signature in black ink, appearing to read "JCleveland". The signature is fluid and cursive, written over a horizontal line.

Jim Cleveland, Parks, Recreation and Open Space Director
Parker Parks and Recreation Department

PARKS AND RECREATION DEPARTMENT MASTER PLAN SURVEY

The Town of Parker Parks and Recreation Department would like your input to help determine parks and recreation priorities for its new five-year master plan. This survey will take 10-15 minutes to complete. The results of this survey will be used to guide the Parks and Recreation Department in the management, operation, and development of park resources for years to come. Your participation is valued and appreciated!

1. Are you a resident of the Town of Parker?

☐ Yes ☐ No

2. Using this list of the Town of Parker's **PARKS and TRAILS**, please identify how often you or a member of your household used each park over the past year. For any parks and trails that you or members of your household have not used, please indicate whether or not you were AWARE the park or trail existed.

Name of Park or Trail	How often have you or a member of your household used each park or trail over the past year?					If you did not use a park or trail, please indicate below whether or not you knew about it.	
	0 visits	1 – 5 visits	6 – 10 visits	11 – 20 visits	More than 20 visits	Aware – Do not use	Unaware park existed
A. 20-Mile Historic Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
B. Auburn Hills Community Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
C. Bar CCC Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
D. Discovery Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
E. Dog and Disc Golf Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
F. Iron Horse Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
G. Living Wheel Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
H. McCabe Meadows	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
I. O'Brien Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
J. Preservation Park and Trailhead	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
K. Railbender Skate and Tennis Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
L. Salisbury Equestrian and Sports Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
M. Stroh Ranch Soccer Fields	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
N. Tallman Meadow Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
O. Baldwin Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
P. Centennial (E-470) Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
Q. Cherry Creek Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
R. Newlin Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
S. Sulphur Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
T. Tallman Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
U. Other (Please list.):	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed

Town of Parker

3. Using the following list of the Town of Parker's parks and trails, please rate your **LEVEL OF SATISFACTION** for the **PARKS and TRAILS** that you or members of your household have used during the past year. If you have not visited a park or trail, please select "Don't Know."

Name of Park or Trail	How would you rate the condition of the park or trail?					
	Excellent	Good	Fair	Poor	Very Poor	Don't Know
A. 20-Mile Historic Park	5	4	3	2	1	☐
B. Auburn Hills Community Park	5	4	3	2	1	☐
C. Bar CCC Park	5	4	3	2	1	☐
D. Discovery Park	5	4	3	2	1	☐
E. Dog and Disc Golf Park	5	4	3	2	1	☐
F. Iron Horse Park	5	4	3	2	1	☐
G. Living Wheel Park	5	4	3	2	1	☐
H. McCabe Meadows	5	4	3	2	1	☐
I. O'Brien Park	5	4	3	2	1	☐
J. Preservation Park and Trailhead	5	4	3	2	1	☐
K. Railbender Skate and Tennis Park	5	4	3	2	1	☐
L. Salisbury Equestrian and Sports Park	5	4	3	2	1	☐
M. Stroh Ranch Soccer Fields	5	4	3	2	1	☐
N. Tallman Meadow Park	5	4	3	2	1	☐
O. Baldwin Gulch Trail	5	4	3	2	1	☐
P. Centennial (E-470) Trail	5	4	3	2	1	☐
Q. Cherry Creek Trail	5	4	3	2	1	☐
R. Newlin Gulch Trail	5	4	3	2	1	☐
S. Sulphur Gulch Trail	5	4	3	2	1	☐
T. Tallman Gulch Trail	5	4	3	2	1	☐
U. Other (Please list.): _____	5	4	3	2	1	☐

4. For any park or trail you rate "Fair" or lower in question 3, please help us better understand how the park/trail needs to be improved.

Name of Park or Trail rated "Fair" or lower	How should the Park or Trail be improved?
1.	
2.	
3.	
4.	
5.	

Parks, Recreation and Open Space Master Plan

5. Please indicate if you or members of your household have used any of the following **RECREATION FACILITIES** listed below in the past year. If you or members of your household have used a facility in the past year, please indicate how **IMPORTANT** the facility is to your family's recreational needs.

	Name of Facility	Do you or members of your household use this facility?		How important is it to <u>YOU</u> to have the following facility in Parker?			
		Yes	No	Very Important	Important	Somewhat Important	Not Important
A	H2O'Brien Pool	Yes	No	4	3	2	1
B	Parker Fieldhouse	Yes	No	4	3	2	1
C	Parker Recreation Center	Yes	No	4	3	2	1
D	Baseball Fields	Yes	No	4	3	2	1
E	Basketball Courts	Yes	No	4	3	2	1
F	Disc Golf Course	Yes	No	4	3	2	1
G	Trails	Yes	No	4	3	2	1
H	Playgrounds	Yes	No	4	3	2	1
I	Shelters	Yes	No	4	3	2	1
J	Skate Park	Yes	No	4	3	2	1
K	Softball Fields	Yes	No	4	3	2	1
L	Tennis Courts	Yes	No	4	3	2	1
M	Other (Please list.): _____	Yes	No	4	3	2	1

6. Which **THREE** facilities from Question #5 have you or members of your household used the most during the past year?

Most: _____ (enter A – M)

2nd Most: _____ (enter A – M)

3rd Most: _____ (enter A – M)

7. From the list in Question #5, which **THREE** facilities contribute the most to your health?

Most: _____ (enter A – M)

2nd Most: _____ (enter A – M)

3rd Most: _____ (enter A – M)

8. Below is a list of recreation **FACILITIES** and **AMENITIES**. Some are currently provided by the Town of Parker; others are not. Please rate how important it is for YOU that the Town of Parker INCREASE the availability of the facilities and amenities listed below.

Name of Amenity		Need More Access	Might Need More	What exists is Adequate	Already More Resources than Needed	Unsure
A	Baseball Fields	4	3	2	1	☐
B	Basketball Courts	4	3	2	1	☐
C	Bike Racks	4	3	2	1	☐
D	Community Pools (Indoor)	4	3	2	1	☐
E	Community Pools (Outdoor)	4	3	2	1	☐
F	Concessions Services	4	3	2	1	☐
G	Disc Golf Courses	4	3	2	1	☐
H	Dog Parks	4	3	2	1	☐
I	Drinking Fountains in Parks	4	3	2	1	☐
J	Educational/Historical (Interpretive) Displays	4	3	2	1	☐
K	Equestrian Facilities	4	3	2	1	☐
L	Fitness Centers	4	3	2	1	☐
M	Football Fields	4	3	2	1	☐
N	Golf Courses	4	3	2	1	☐
O	Horseshoe Pits	4	3	2	1	☐
P	Ice Skating Rinks (Indoor)	4	3	2	1	☐
Q	Ice Skating Rinks (Outdoor)	4	3	2	1	☐
R	In-line Skating	4	3	2	1	☐
S	Multipurpose Fields	4	3	2	1	☐
T	Nature Center	4	3	2	1	☐
U	Pickle Ball	4	3	2	1	☐
V	Picnic Tables	4	3	2	1	☐
W	Playgrounds	4	3	2	1	☐
X	Recreation Center	4	3	2	1	☐
Y	Restrooms	4	3	2	1	☐
Z	Shelters/Gazebos	4	3	2	1	☐
AA	Skate Parks	4	3	2	1	☐
BB	Softball Fields	4	3	2	1	☐
CC	Soccer Fields (Indoor)	4	3	2	1	☐
DD	Soccer Fields (Outdoor)	4	3	2	1	☐
EE	Splash Pads	4	3	2	1	☐
FF	Tennis Courts	4	3	2	1	☐
GG	Trailheads	4	3	2	1	☐
HH	Water Based Recreation	4	3	2	1	☐
II	Other (Please list.): _____	4	3	2	1	☐

Parks, Recreation and Open Space Master Plan

9. Which THREE amenities from Question #8 are the most important to you?

Most: _____ (enter A – I)

2nd Most: _____ (enter A – I)

3rd Most: _____ (enter A – I)

10. Please indicate if you or members of your household have participated in any of the **RECREATION PROGRAMS** listed below in the past year. If you or members of your household have participated in a program, please indicate your **OVERALL** level of satisfaction for the type of program you participated in.

	Name of Program	Participate in this type of program over the past year?		If you or a member of your household did participate, what is your overall level of satisfaction for the program?					
		Yes	No	Excellent	Good	Fair	Poor	Very Poor	Don't Know
A	Aquatics (adult)	Yes	No	5	4	3	2	1	○
B	Aquatics (youth)	Yes	No	5	4	3	2	1	○
C	Community Events (e.g. races, festivals)	Yes	No	5	4	3	2	1	○
D	Day Camps	Yes	No	5	4	3	2	1	○
E	Fitness/Wellness Programs	Yes	No	5	4	3	2	1	○
F	Senior Programing	Yes	No	5	4	3	2	1	○
G	Sports (adult)	Yes	No	5	4	3	2	1	○
H	Sports (youth)	Yes	No	5	4	3	2	1	○
I	Therapeutic Recreation	Yes	No	5	4	3	2	1	○
J	Kids Zone (youth programs)	Yes	No	5	4	3	2	1	○

11. For any PROGRAM type in which you or a member of your household participated and that you ranked “Fair” or lower in question 10, please explain how the program should be improved.

Name of Program “Fair” or lower	How should the Program be improved?
1.	
2.	
3.	
4.	
5.	

12. Neighborhood parks are typically built and managed by a Home Owners Association (HOA). Do you use a neighborhood park managed by an HOA?

- ☐ Yes
- ☐ No

I do NOT use a neighborhood park managed by an HOA, because:

(PLEASE ONLY CHECK ONE OF THE FOLLOWING)

- ☐ There is not a neighborhood park near me
- ☐ The neighborhood park is too small
- ☐ The neighborhood park does not have facilities/amenities that interest me
- ☐ The neighborhood park is in need of maintenance
- ☐ I have safety concerns
- ☐ Did not know the neighborhood park was there
- ☐ Simply not interested
- ☐ Other: _____

13. Ultimately, programs require funding. The Town aims to balance the greatest level of access to programs with maintaining a strong, diversified program set. This balance requires the Town to consider its program fees and how much of actual program costs they will cover while keeping fees low enough for many community members can participate in the programs being offered. Based on your OVERALL personal experiences with the PROGRAMS you have been involved with, which statement best aligns with your feelings:

- ☐ Program Fees are far **TOO LOW** and should be adjusted higher to allow the department to continue expanding offerings.
- ☐ Program Fees are a **LITTLE LOW** and could be raised a small amount.
- ☐ Program Fees are **FAIR** and should not be adjusted.
- ☐ Program Fees are a **LITTLE HIGH** and could be decreased a small amount.
- ☐ Program Fees are far **TOO HIGH**, and fees should be greatly reduced, even if this means decreasing program offerings.
- ☐ Other (please describe)

Parks, Recreation and Open Space Master Plan

14. If additional funding were available for the Town of Parker Parks and Recreation Department to fund CAPITAL DEVELOPMENT of parks and trails, how would you allocate the funding among the competing categories below? Enter as much or as little as you wish for each category, but please make your total allocation equal 100%.

Category	% Allocation
Fieldhouse (expansion)	%
H2O'Brien Pool (expansion)	%
Improve quality of existing parks	%
Improve quality of existing trails	%
LAND (acquisition only) for Park Development	%
New indoor pool (sized appropriately for competitive meets)	%
Purchase of land (or easements) for preservation of open space	%
Recreation Center (addition of a second facility)	%
Rueter-Hess Reservoir (development of trails and recreation opportunities)	%
Salisbury Park (expansion - North Development)	%
Trail development (additional)	%
Other (Please describe.)	%
TOTAL (should equal 100%)	%

15. Please select ALL of the ways that you CURRENTLY learn about the Town of Parker Parks and Recreation Department's services and programs within the parks.

- | | |
|--|---|
| ☐ www.parkerrec.com | ☐ Newspaper articles |
| ☐ From friends and neighbors | ☐ Recreation Brochure |
| ☐ <i>Talk of the Town</i> (Newsletter) | ☐ Blogs |
| ☐ Flyers/posters at parks and rec facilities | ☐ Parks and Rec Department e-mail bulletins |
| ☐ Conversations with parks and rec staff | ☐ Newspaper advertisements |
| ☐ Facebook, Twitter, YouTube, or Instagram | ☐ Other: _____ |
| ☐ I do not receive any information | |

16. Please select **ALL** of the ways that you **WOULD PREFER** to learn about the Town of Parker Parks and Recreation Department's services and programs within the parks.

- | | |
|--|---|
| ☐ www.parkerrec.com | ☐ Newspaper articles |
| ☐ From friends and neighbors | ☐ Blogs |
| ☐ Flyers/posters at parks and rec facilities | ☐ Parks and Rec Department e-mail bulletins |
| ☐ Conversations with parks and rec staff | ☐ Newspaper advertisements |
| ☐ Facebook, Twitter, YouTube, or Instagram | ☐ Other: _____ |
| ☐ Recreation Brochure | ☐ Television |
| ☐ Radio | |

17. The following are some of the benefits that you, members of your household, and the community in general may receive from parks, trails, recreation facilities, programs, and services. For each item below, please indicate how strongly you agree or disagree that it is a benefit of parks and rec facilities and programs.

Benefits		Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
A	Enhance community appearance	5	4	3	2	1
B	Help attract new residents and businesses	5	4	3	2	1
C	Help reduce crime	5	4	3	2	1
D	Improve diet and nutrition	5	4	3	2	1
E	Improve mental health and reduce stress	5	4	3	2	1
F	Improve physical health and fitness	5	4	3	2	1
G	Improve social connections	5	4	3	2	1
H	Increase opportunities for people of different cultures to interact	5	4	3	2	1
I	Increase property values in surrounding area	5	4	3	2	1
J	Make Parker a more desirable place to live	5	4	3	2	1
K	Strengthen sense of community	5	4	3	2	1
L	Preserve open space and the environment	5	4	3	2	1
M	Promote tourism in the town	5	4	3	2	1
N	Provide access to the outdoors and nature	5	4	3	2	1
O	Protect the town's historical attributes	5	4	3	2	1
P	Other (Please describe): _____	5	4	3	2	1

18. From Question #17, which THREE benefits are the most important to you or members of your household?

Most: _____ (enter A – P)

2nd Most: _____ (enter A – P)

3rd Most: _____ (enter A – P)

19. Please indicate any of the following circumstances that prevent you from using parks or attending programs within parks as often as you would like.

☐ Lack of time

☐ Poor health/mobility

☐ Lack of access

☐ Parks are too far away

☐ Don't know where parks are

☐ Don't know about programs

☐ Other (please list): _____

20. Would you say that in general your health is:

☐ Excellent

☐ Good

☐ Fair

☐ Poor

21. During the past 30 days, for approximately how many days did your poor physical or mental health keep you from doing your usual activities, such as self-care, work, or recreation?

☐ 0-3 days

☐ 4-7 days

☐ 8-14 days

☐ 15-21 days

☐ 22-30 days

22. There are some circumstances in life that make it easy for us to be healthy, and other circumstances that make it more difficult. Please indicate which of the following circumstances prevent you or members of your household from using parks and recreation services. Check all that apply.

- ☐ My neighborhood does not have a park, recreation facility, or trail within a 10-minute walk
- ☐ Not enough time
- ☐ Not enough money
- ☐ Personal safety concern – the walk to the park or trail is not safe due to traffic or roadways
- ☐ Personal safety concern – the park or trail is not safe
- ☐ The Department's programs, parks, or facilities are not accessible to people with disabilities
- ☐ Personal health problem
- ☐ Inadequate or poorly maintained facilities
- ☐ Programs that the Department offers do not interest me
- ☐ Other: _____

23. Counting yourself, how many people in your household belong to each age group? (Please write the **NUMBER** of people in your household for each age group below; please **DO NOT** just provide a checkmark.)

_____ Under age 5	_____ Ages 20-24	_____ Ages 55-64
_____ Ages 5-9	_____ Ages 25-34	_____ Ages 65-74
_____ Ages 10-14	_____ Ages 35-44	_____ Ages 75+
_____ Ages 15-19	_____ Ages 45-54	

24. What is your sex?

- ☐ Female ☐ Male ☐ Prefer not to answer

25. How long have you lived in the Town of Parker?

- ☐ Less than one year
- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-15 years
- ☐ 16 or more years

Parks, Recreation and Open Space Master Plan

26. What is your race/ethnicity? (Please check all that apply.)

- ☐ White ☐ Asian
- ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander
- ☐ American Indian and Alaskan Native ☐ Other Race: _____

27. Are you of Hispanic, Latino, or Spanish origin?

- ☐ No, not of Hispanic, Latino, or Spanish origin
- ☐ Yes, Mexican, Mexican American, Chicano
- ☐ Yes, Puerto Rican
- ☐ Yes, Cuban
- ☐ Yes, another Hispanic, Latino, or Spanish Origin: _____

28. What is your household income?

- ☐ Under \$25,000
- ☐ \$25,000-\$49,999
- ☐ \$50,000-\$74,999
- ☐ \$75,000-\$99,999
- ☐ \$100,000-\$199,999
- ☐ \$200,000 or more

29. Do you have any additional comments for the Town of Parker Parks and Recreation Department?

Conclusion

Thank you for completing this survey for the Town of Parker Parks and Recreation Department's Master Plan. Your responses will remain confidential and will be used by the Town of Parker to help plan for a successful future for our community!



A large, stylized green tree graphic with a thick trunk and several rounded, leafy branches, positioned on the left side of the page. The tree is rendered in a light green color with white outlines for the branches and leaves.

APPENDIX D

TOWN OF PARKER RECREATION FACILITY AND SERVICE PROVIDERS (UPDATED SUMMER 2017)

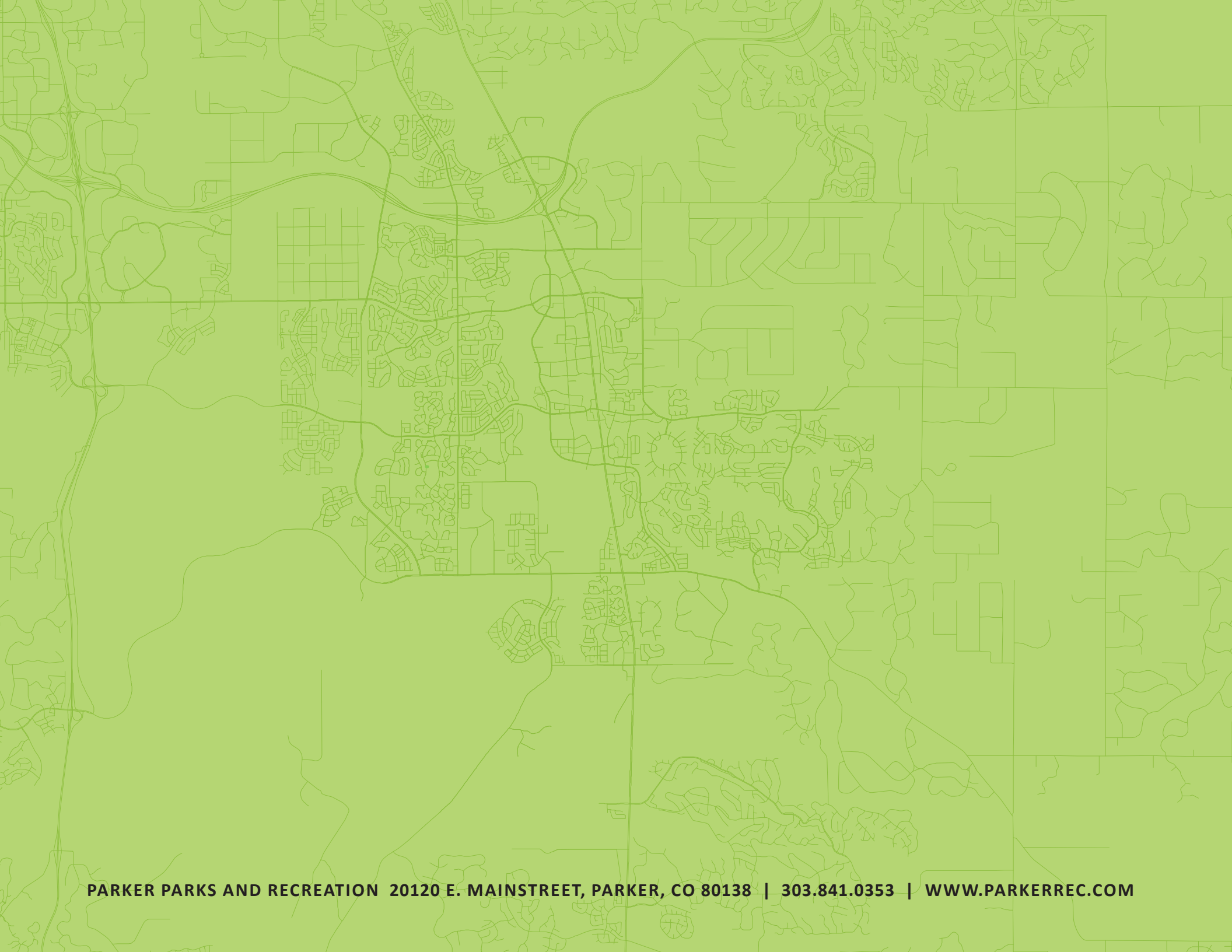
Town of Parker Recreation Facility and Service Providers (Updated Summer 2017)

Recreation Provider	Adult Sports	After School Programs	Art Programs	Athletic Fields	Birthday Parties	Day Camp	Fitness Programs	Gymnastics	Gymnasiums	Ice Skating	Indoor Pool	Tennis Courts	Martial Arts Programs	Outdoor Pool	Parks	Performing Arts-Dance	Performing Arts-Music	Performing Arts-Theatre	Playgrounds	Skills Clinics/Camps	Swim Lessons	Swim Team	Teen Programs	Trails	Youth Sports Programs
Parker Parks and Recreation Department	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
20 Mile Athletic Center Gymnastics								X																	
20 Mile Crossfit							X																		
5280 Martial Arts													X												
9Rounds Fitness							X																		
ABBA Martial Arts/Karate for Kids													X												
Anthology West Community Pool														X											
Bardo's Diamond Sports							X													X			X		X
Boondocks Food & Fun Center					X																				
Canterberry Crocs																						X			
Canterberry Crossing Community Pool														X							X				
Chaparral Theatre																		X							
Children's Learning Adventure		X				X																			
Children's Music Academy																	X								
Clarke Farms Community Swimming Pool														X							X				
Clarke Farms Tsunamis																						X			
Colorado Premier Baseball																				X			X		X
Colorado School of Dance																X									
Colorado Storm Soccer Association																				X			X		X
CorePower Yoga							X																		
Creekside Recreation Center							X		X		X	X		X							X				
Dancing Princess Parties					X																				
Deep Space					X																				
Dolphin Swim School											X										X				
Double Angel Ballpark	X			X																X			X		X
Douglas County Parks and Trails				X											X				X					X	
Douglas County School District		X	X	X											X				X				X		X
E&E Dance Company																X									
Farrell's eXtreme Bodyshaping							X																		
Fencing Academy of Parker																				X					X
Fit36® Parker							X																		
Fitness Together							X																		
Front & Center Theatre Academy																		X							
Generation Fitness							X																		
Global Village Academy		X																		X					X
Great Play of Parker					X																				
Group X Fitness Club							X																		
Hidden River Community															X				X						
High Altitude Tennis	X																			X					X
i9 Sports																				X			X		X
Idyllwild Community														X	X				X						
iLoveKickboxing							X																		
iThrive Yoga							X																		
Kiddie Academy of Parker		X																							
Kinetics Youth Center		X																							
Kiryu Aikido Colorado													X												
Koko FitClub of Parker							X																		
La Petite Academy of Parker		X				X																			
Life Time Fitness					X	X	X	X	X		X			X							X	X	X		X
Little Monkey Business					X																				
Liver-Hunt Kickboxing Academy							X																		

Parks, Recreation and Open Space Master Plan

Recreation Provider	Adult Sports	After School Programs	Art Programs	Athletic Fields	Birthday Parties	Day Camp	Fitness Programs	Gymnastics	Gymnasiums	Ice Skating	Indoor Pool	Tennis Courts	Martial Arts Programs	Outdoor Pool	Parks	Performing Arts-Dance	Performing Arts-Music	Performing Arts-Theatre	Playgrounds	Skills Clinics/Camps	Swim Lessons	Swim Team	Teen Programs	Trails	Youth Sports Programs
M2 Core +							X																		
Merryhill Preschool		X																							
Momentum Athletic Center								X																	
Music @ Mainstreet																	X								
Ninpiden Dojo													X												
Omega Martial Arts													X												
Orangetheory Fitness Parker							X																		
Otomi Martial Arts													X												
Parker Academy of Martial Arts													X												
Parker Arts, Culture & Events Center			X													X	X	X					X		
Parker Burn Boot Camp							X																		
Parker Core Knowledge		X																							
Parker Dance Academy																X									
Parker Kung Fu													X												
Parker Landing Child Development Center		X				X																			
Parker Monart			X																						
Parker Montessori		X																							
Parker Panthers																				X					X
Parker Performing Arts School																X	X	X							
Parker Tennis	X																			X			X		X
Parker Youth Sports-Parker Hawks																				X					X
PEPC Early Learning Center		X																							
Pop Warner																									X
Primrose School of Parker		X																							
Real Colorado																				X					X
Riva Ridge-Community																			X						
SafeSplash Swim School											X										X				
Scale Gymnastics								X																	
School of Chines Martial Arts													X												
Sky Zone Trampoline Park					X																				
SpaceTime Kids					X																				
Spirit Wild Kempo Karate													X												
Stepping Stone Community															X				X						
Stonegate Community												X		X	X				X		X				
Stonegate KinderCare		X																							
Stonegate Stingrays																						X			
Stonegate Tennis Courts												X													
Stonegate Village Swimming Pool														X							X				
Stroh Ranch Community														X					X						
Stroh Ranch Anthology Dolphins																						X			
Studio 9 Dance Studio																	X								
Summit Pilates							X																		
Swim TLC-Phenomena																						X			
Tamminga Music Studio																	X								
The Goddard School		X				X																			
The Meadows Early Learning Center		X																							
The Pinery																									
The Pinery Country Club	X											X		X	X				X	X					X
The Schoolhouse at Mainstreet																		X							
Tiger Lee's World Class Taekwondo													X												
Tiger Rock Academy													X												
UFC Gym							X																		

[illegible]





Request for Town Council Action

Date: February 20, 2018

Submitted By: Doreen Jokerst, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.23.9 - Second 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

EXECUTIVE SUMMARY

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

Approve

BACKGROUND/DISCUSSION

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

None

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Ordinance No. 5.23.9

RECOMMENDED MOTION

I move to approve Ordinance No. 5.23.9 on second reading.

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.

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



Request for Town Council Action

Date: February 20, 2018

Submitted By: Mary Colton, Recreation Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.266.1 - Second 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**

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

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

There are no financial impacts to the Town.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.266.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.266.1 on second reading.

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: Darryl Beach
Name: Darryl Beach
Title: President



Request for Town Council Action

Date: February 20, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.259.1 - Second 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

EXECUTIVE SUMMARY

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

Approve

BACKGROUND/DISCUSSION

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 prepared 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. An ordinance is required to approve this IGA amendment.

FINANCIAL IMPACT

There are no new financial impacts associated with 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)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.259.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.259.1 on second reading.

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**

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

LOCAL AGENCY TOWN OF PARKER _____ Signature _____ By: (Print Name and Title) Date: _____	STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation Michael P. Lewis, Executive Director _____ Joshua Laipply, P.E., Chief Engineer Date: _____
2 nd Local Agency Signature if Needed _____ Signature _____ By: (Print Name and Title) 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. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation 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).
 - 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:

1. BUDGETED FUNDS				
a.	Federal Funds (80% of Participating Costs)			\$504,000.00
b.	Local Agency Matching Funds (20% of Participating Costs)			\$126,000.00
TOTAL BUDGETED FUNDS				\$630,000.00
2. OMB UNIFORM GUIDANCE				
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
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted			\$504,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$504,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
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 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

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

CDOT SUBRECIPIENT RISK ASSESSMENT		Date: 		
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:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No	N/A
EXPERIENCE ASSESSMENT		Yes	No	N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
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>	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		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?	☐	☐	☐
5 a)	Were there non-compliance issues in this prior review?	☐	☐	☐
5 b)	What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT		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>	☐	☐	
FINANCIAL ASSESSMENT		Yes	No	N/A
7 a)	Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	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?	☐ >10%	☐ <10%	
9	Has your entity returned lapsed* funds? <i>*Funds "lapse" when they are no longer available for obligation.</i>	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
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.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
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.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 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.)	☐	☐	
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: YES = 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. NO = 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. N/A = Check if have no violations.	☐	☐	☐
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.	☐	☐	☐
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.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	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.	☐	☐	☐
	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.	☐	☐	☐

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>	☐	☐	☐
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>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ 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.  Tool Version: v2.0 (081816)			

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 20, 2018

Submitted By: Weldy Feazell, PAR Staff
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **MAINSTREET CENTER AMENDMENT 1 LOT 1B - Parker Tap House**

Applicant: Town of Parker
Location: 19640 Mainstreet
Department: Community Development, Carolyn Parkinson
Community Development, Weldy Feazell
TRAKiT No.: SP16-046

- (1) ORDINANCE NO. 1.480.5 - Second Reading**
A Bill for an Ordinance to Approve the Reinstatement of and Fifth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of Parker and ACG, LLC, Concerning the Gym Property
- (2) RESOLUTION NO. 18-018**
A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for the Parker Tap House

EXECUTIVE SUMMARY

The developer of the approved Parker Tap House and Distillery adjacent to The Schoolhouse on Mainstreet is waiting for its bank to complete underwriting and provide final approval for project financing to close the purchase of this Town-owned property. As a result, the Purchase and Sale Agreement has lapsed and there is a need to reinstate it through the Reinstatement and Fifth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of

Parker and ACG, LLC.

The developer's delay in closing on the property has also caused the site plan approval by Town Council on February 9, 2017, to expire. Staff is requesting an extension of the site plan approval until July 1, 2018, to run concurrently with the requested extension for the closing referenced above.

Please be advised that the developer has submitted its building construction plans. The plans were approved, but no building permits were issued pending the closing and payment of the required fees.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Parker Tap House and Distillery is a public-private partnership between the Town of Parker and ACG, LLC, to redevelop the former gymnasium at The Schoolhouse with a new use that activates Mainstreet. At this time, the Town has completed all of the items required for closing the sale of the property to ACG, LLC, for the project. ACG, LLC, is waiting on its bank to complete the appraisal of the property and phase one environmental report so it may proceed with the purchase and begin construction.

Town Council has previously approved the Purchase and Sale Agreement between Town of Parker and ACG, LLC, on June 6, 2016. The Council has also approved several amendments as follows: First Amendment on December 5, 2016; Second Amendment on March 20, 2017; Third Amendment on August 7, 2017; and the Reinstatement and Fourth Amendment on November 20, 2017.

The previous agreement required closing to occur prior to January 31, 2018. The purchaser's bank was not prepared to close prior to this date and the agreement subsequently lapsed. As of February 1, 2018, the purchaser's bank has indicated the appraisal of the property and phase one environmental report are still in process. The appraisal and environmental report must be completed prior to closing. The purchaser's bank indicates that it may be prepared to close by the end of Q1 2018.

The Reinstatement and Fifth Amendment will be extended until July 1, 2018, to accommodate the revised schedule. The approval of the requested extension until July 1, 2018, will allow the applicant the time necessary to complete financing, close on the property and resolve any remaining requirements.

FINANCIAL IMPACT

The Town will be paid \$270,957 at closing. The approval of the Site Plan extension does not have a financial impact to the Town.

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.480.5
2. Resolution No. 18-018

RECOMMENDED MOTION

I move to approve Resolution No. 18-018.

I move to approve Ordinance No. 1.480.5 on second reading.

ORDINANCE NO. 1.480.5, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE REINSTATEMENT OF AND FIFTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF LAND BY AND BETWEEN THE TOWN OF PARKER AND ACG, LLC, CONCERNING THE GYM PROPERTY

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

Section 1. The Town Council of the Town of Parker hereby approves the Reinstatement of and Fifth Amendment to Agreement for Sale and Purchase of Land by and between the Town of Parker and ACG, LLC, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

REINSTATEMENT OF AND FIFTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF LAND

This Reinstatement of and Fifth Amendment to Agreement for Sale and Purchase of Land (“Amendment”) is made and entered into effective as of _____, 2018 (the “Effective Date”), by and between the Town of Parker, a Colorado municipal corporation (“Seller”) and ACG, LLC, a Colorado limited liability company (“Buyer”).

RECITALS

This Amendment is made with respect to the following facts:

A. Seller and Buyer are the parties to that certain Agreement for Sale and Purchase of Land made and entered into as of June 6, 2016, as amended by a First Amendment dated November 7, 2016, a Second Amendment dated March 20, 2017, a Third Amendment dated August 7, 2017, and a Reinstatement of and Fourth Amendment to Agreement for Sale and Purchase of Land dated effective December 4, 2017 (collectively, the “Original Agreement”), regarding certain real property located in the Town of Parker in Douglas County, Colorado. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Original Agreement.

B. The deadline for Closing under the Original Agreement was January 31, 2018, but Closing did not occur by such date, and the Original Agreement was terminated automatically by its terms and the Deposit was released to Seller.

C. Buyer and Seller desire to reinstate the Original Agreement and make certain amendments thereto on the terms and conditions stated herein.

AGREEMENT

In consideration of the promises and agreements of Buyer and Seller set forth herein, the sufficiency of which are hereby acknowledged by both Seller and Buyer, Seller and Buyer do hereby promise and agree as follows:

1. Reinstatement. The Original Agreement, as amended hereby, is reinstated and in full force and effect. The Original Agreement as modified by this Amendment is hereinafter referred to as the “Agreement.”

2. Amendment to Original Agreement. The Original Agreement is hereby amended and modified as follows:

(a) Deposit. Pursuant to the terms of the Original Agreement, the Deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) was released to Seller, and Seller was entitled to retain the Deposit and Seller’s sole Property. If Buyer completes the purchase of the Property as and when required by this Agreement, then notwithstanding anything to the contrary in the Original Agreement, an amount of the Deposit equal to Twenty-Four Thousand Five Hundred and No/100 Dollars (\$24,500.00) shall be applied to the Purchase Price at Closing. The remaining Five Hundred and No/100 Dollars (\$500.00) shall be and remain the

sole property of Seller as additional consideration for entering into this Agreement. In the event Buyer fails to close in accordance with the terms of this Agreement, Buyer shall have no further claim or title to any portion of the Deposit.

(b) Closing. Section 4.2 is amended to provide that the Closing shall occur at 10:00 a.m. at the offices of the Title Company on or before Friday, June 29, 2018. If Closing does not occur on this date, and the Closing Date is not extended by mutual written agreement of the parties hereto, then the Agreement shall automatically terminate and Buyer and Seller shall be relieved of all further obligations to each other under the Agreement except for any liabilities or obligations that by their terms survive termination of the Agreement.

3. Execution. This Amendment may be executed in counterparts and when counterparts of this Agreement have been executed and delivered by both Seller and Buyer as provided in this Section, this Amendment shall be fully binding and effective in accordance with its terms, just as if both Buyer and Seller had executed and delivered a single counterpart of this Amendment. Execution by either Party may be effected by facsimile or email PDF transmission of a signature page of this Amendment executed by such Party, and each party will produce an original signature on this Amendment if requested by the other party or the Title Company.

4. Survival of Terms; No Further Modification. Except as modified by this Amendment, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of the Original Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Reinstatement of and Fifth Amendment to Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____

Name: Mike Waid

Title: Mayor

BUYER:

ACG, LLC, a Colorado limited liability
company

By: _____

Name: _____

Title: _____

RESOLUTION NO. 18-018, Series of 2018

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.01.140(b) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE SITE PLAN FOR THE PARKER TAP HOUSE

WHEREAS, the Town Council of the Town of Parker approved the site plan for the Parker Tap House on February 9, 2017 (the "Site Plan")

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed to be in the public interest and does not impair the intent and purpose of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;"

WHEREAS, the applicant has requested that the Town extend the expiration date of a current Site Plan to July 1, 2018, to allow sufficient time to complete the financing for the purchase of the Tap House property; and

WHEREAS, the Town Council desires to partially waive Section 13.01.100(b) of the Parker Municipal Code to extend the expiration date of the Site Plan to July 1, 2018.

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

Section 1. The Town Council hereby determines that the partial waiver described herein only applies to a current Site Plan.

Section 2. The Town Council hereby extends the expiration date of a current Site Plan to July 1, 2018.

Section 3. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent or purposes of the Parker Land Development Ordinance.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk