

TOWN OF PARKER COUNCIL AGENDA

May 20, 2024

Notes:

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

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

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

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - May 6, 2024

B. ORDINANCE NO. 1.610 - First Reading A Bill for an Ordinance Conveying Certain Real Property by Bargain and Sale Deed to CD-Parker, LLC

Department: Town Attorney, Jim Maloney

Second Reading: June 3, 2024

- C. *ORDINANCE NO. 9.131.1 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274)
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: June 3, 2024
- D. *ORDINANCE NO. 9.371 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Hess Road and Tammy Lane
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 3, 2024
- E. *ORDINANCE NO. 1.609 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Walker Farms, LLC and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 3, 2024
- F. *LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT*
Department: Engineering and Public Works, Patrick Burke
Second Reading: June 3, 2024
1. *ORDINANCE NO. 1.611 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Vehicle Vault LLC and the Town of Parker for a Portion of Lot 4 Lincoln Meadows Filing No. 4, 1st Amendment, the Lincoln Avenue Widening Project
2. *ORDINANCE NO. 1.612 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between The Nguyen LLC and the Town of Parker a Portion of Lot 4B Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project
3. *ORDINANCE NO. 1.613 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Halle Properties LLC and the Town of Parker for a Portion of Lot 3 Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project
4. *ORDINANCE NO. 1.614 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Parker Meadows LLC and the Town of Parker for a Portion of Lot 4 Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

5. *ORDINANCE NO. 1.615 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between 9910 MTW LLC and the Town of Parker for a Portion of Lot 3 Lincoln Meadows Filing No.2, for the Lincoln Avenue Widening Project
6. *ORDINANCE NO. 1.616 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Twenty Mile Partners LLC and the Town of Parker for a Portion of Lot 4A Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project
- G. *RESOLUTION NO. 24-030*
A Resolution to Approve the Employment Agreement for the Town Attorney
Department: Town Council
- H. *CANCEL THE JULY 1, 2024 TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JULY 8, 2024*
Department: Town Council
- I. *CONTRACTS OVER \$100,000*
1. *2024 Townwide Preservation Program (CIP24-002)*
Amount: \$1,917,839.99
Contractor: Vance Brothers, Inc.
Department: Engineering and Public Works, John Mounier
2. *First Amendment to Agreement for Professional Services (RFP-23-006)*
Amount: 100,000+
Contractor: Nothing But Net - Elite Basketball Coaching
Department: Parks, Recreation and Open Space, Mary Colton
- J. *PROCLAMATION - National Public Works Week*

5. **ORDINANCES**

- A. **ORDINANCE NO. 3.372 – Second Reading**
A Bill for an Ordinance to Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210
Department: Community Development, Mary Munekata
Community Development, Stacey Nерger
Community Development, Bryce Matthews

B. ORDINANCE NO. 9.369 – Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning Parker Road and Mainstreet Intersection Operational Improvements - Precon (Project # STU M039-011 (26078) (OLA # 331003200, Routing No. 24-HA1-XC-00228)

**Department: Community Development, Mary Munekata
Community Development, Bryce Matthews**

C. ORDINANCE NO. 1.598 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for that Certain Portion of Lot 1 and Tract A, Parker Town Hall, 3rd Amendment

Department: Engineering and Public Works, Bob Exstrom

D. ORDINANCE NO. 1.599 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for a Portion of Salisbury Equestrian Park Recorded at Reception No. 2004061175, and a Portion of a Corrective Quit Claim Deed Recorded at Reception No. 2007021306, Situated in the West Half of the Northwest Quarter of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian

Department: Parks, Recreation and Open Space, Brett Collins

E. ORDINANCE NO. 1.606 - Second Reading

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and between Malireddy S. Reddy 2012 Irrevocable Trust and the Town of Parker for a Portion of the Quitclaim Deed Recorded at Reception No. 2013005536 Situated in the Northwest Quarter of Section 28, Township 6 South, Range 66 West of the 6th Principal Meridian, concerning the Motsenbocker Road Project

Department: Engineering and Public Works, Chris Hudson

6. PUBLIC COMMENTS CONTINUED IF NECESSARY

7. ADJOURNMENT

**TOWN OF PARKER COUNCIL
MINUTES
MAY 6, 2024**

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

Interim Town Attorney Jamie Wynn announced there were five topics for discussion in the Executive Session. The first four were to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e). The first topic was the Town Attorney Employment Agreement. The second topic was a CDOT Intergovernmental Agreement concerning Parker Road and Mainstreet intersection operational improvements. The third topic was a proposed Memorandum of Understanding between the Town and the City of Aurora concerning the ownership and maintenance of Kings Point Way. The fourth topic was a My Mainstreet proposed Amendment to the Development and Financing Agreement. The fifth and final topic was 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). It was specifically concerning Douglas County litigation against the State of Colorado, and Douglas County Ordinances Nos. O-023-002 concerning camping and prohibition of temporary structures on public property and O-024-001 concerning limitation of unloading commercially transported passengers in unincorporated Douglas County.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to enter into Executive Session at 5:02 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); 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.

Interim Town Attorney Jamie Wynn exited the room, and Acting Town Attorney Corey Hoffmann joined the meeting for the first Executive Session item. Interim Town Attorney Jamie Wynn returned for the remaining four Executive Session items.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 6:35 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

Councilmembers provided updates on the following:

- John Diak - RTD
- Joshua Rivero - CML and the Legislative session.

Joshua Rivero moved and Brandi Wilks seconded to recess the regular meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

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

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

SPECIAL PRESENTATIONS

Mayor Toborg and Carolyn Sheridan presented a Teen Court Scholarship in the amount of \$2,914 to Noah Platte.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES - April 15, 2024 and April 29, 2024*

B. *ORDINANCE NO. 1.606 - First Reading*

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and between Malireddy S. Reddy 2012 Irrevocable Trust and the Town of Parker for a Portion of the Quitclaim Deed Recorded at Reception No. 2013005536 Situated in the Northwest Quarter of Section 28, Township 6 South, Range 66 West of the 6th Principal Meridian, concerning the Motsenbocker Road Project

Department: Engineering and Public Works, Chris Hudson

Second Reading: May 20, 2024

C. *ORDINANCE NO. 3.372 – First Reading*

A Bill for an Ordinance to Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210

Department: Community Development, Mary Munekata

Community Development, Stacey Nerger

Community Development, Bryce Matthews

Second Reading: May 20, 2024

D. *ORDINANCE NO. 9.369 – First Reading*

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning Parker Road and Mainstreet Intersection Operational Improvements - Precon (Project # STU M039-011 (26078) (OLA # 331003200, Routing No. 24-HAI-XC-00228)

*Department: Community Development, Mary Munekata
Community Development, Bryce Matthews*

Second Reading: May 20, 2024

E. *ORDINANCE NO. 1.599 - First Reading*

A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for a Portion of Salisbury Equestrian Park Recorded at Reception No. 2004061175, and a Portion of a Corrective Quit Claim Deed Recorded at Reception No. 2007021306, Situated in the West Half of the Northwest Quarter of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian

Department: Parks, Recreation and Open Space, Brett Collins

Second Reading: May 20, 2024

F. *ORDINANCE NO. 1.598 - First Reading*

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for that Certain Portion of Lot 1 and Tract A, Parker Town Hall, 3rd Amendment

Department: Engineering and Public Works, Bob Exstrom

Second Reading: May 20, 2024

G. *RESOLUTION NO. 24-024*

A Resolution to Allow a Partial Waiver of Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code for Certain Businesses for Parker Days

Department: Community Development, Bryce Matthews

H. *CONTRACTS OVER \$100,000*

1. *Twenty Mile Road over Sulphur Gulch Bridge Rehabilitation Final Design (CIP 24-018-PE/FE) Professional Services Agreement*

Amount: \$161,164

Contractor: RS&H

Department: Engineering and Public Works, Tom Gill

2. *Dransfeldt Road Extension Project (CIP 23-001) Contract Modification*

Amount: \$225,857

Contractor: SEMA Construction Inc.

Department: Engineering and Public Works, Chris Hudson

3. *Lemon Gulch Trail Improvements (CIP22-035) Contract Modification*

Amount: \$85,000

Contractor: Jalisco International, Inc.

Department: Parks, Recreation and Open Space, Brett Collins

I. *PROCLAMATION - 55th Annual Professional Municipal Clerks Week*

Joshua Rivero moved and Todd Hendreks seconded to approve Consent Agenda Items 5A through 5I.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. NEWLIN CROSSING FILING 3 (*to be continued to June 3, 2024*)

Applicant: Lennar Colorado

Location: Northeast of Chambers Road and Mainstreet

**Department: Community Development, Julia Duncan
Engineering and Public Works, Alex Mestdagh**

TRAKiT No.: SUB22-043

1. Final Plat

2. ORDINANCE NO. 1.608 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Quit Claim Deed to Lennar Colorado, LLC, for Tract E, Newlin Crossing Filing No. 1

3. Subdivision Agreement

Mayor Toborg advised that staff requested this public hearing be continued.

John Diak moved and Anne Barrington seconded to continue the public hearing to a date certain of June 3, 2024.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 3.45.1 – Second Reading

A Bill for an Ordinance Amending and Restating the Planned Development Zoning of Certain Property Within the Town of Parker, Colorado, from Yerkey Farm PD-Planned Development District to Perry Lane PD-Planned Development District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Julia Duncan

TRAKiT No.: Z21-014

Mayor Toborg opened the Public Hearing at 7:12 p.m.

The subject property has a total area of 27 acres and is located at the northeastern corner of the intersection of Hess Road and Motsenbocker Road. The property is adjacent to the Hess Road bridge over Cherry Creek and contains a segment of the Creek and its 100-year floodplain. The subject property is bordered by a residential neighborhood to the north in unincorporated Douglas County; Hess Road and a Brightview Landscaping storage yard to the south; Cherry Creek open space to the east; and Motsenbocker Road and an undeveloped property to the west.

The property is currently zoned for commercial use through the Yerkey Farm PD that was adopted in 1985. The PD permits a variety of neighborhood serving retail uses, including auto repair facilities, machine shops, and landscaping/nursery businesses. It does not currently permit residential uses.

According to the Parker 2035 Master Plan, the property is located in the Medium Density Residential Character Area and is a designated Neighborhood Center. The Master Plan recommends Neighborhood Centers for mixed-use development with "Higher density residential... appropriate in these Centers as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle to obtain goods and services."

The proposed rezoning supports a mixed-use development approach with planning areas that permit a variety of commercial and residential uses with 70 housing units. This is consistent with the Neighborhood Center designation that promotes neighborhood-oriented commercial development at moderate intensity with a design that encourages residents to walk or bicycle for goods and services. The proposed rezoning application may be summarized as follows:

- Planning Area 1 (PA-1, Mixed-Use Neighborhood): PA-1 has a total area of 5.3 acres and is located at the intersection of Motsenbocker Road and Hess Road. It permits commercial uses only.
- Planning Area 2 (PA-2, Mixed-Use Neighborhood): PA-2 has a total area of 6.06 acres and is located in the interior of the property. It permits commercial and residential uses with a cap of 50 housing units.
- Planning Area 3 (PA-3, Mixed-Use Neighborhood): PA-3 has a total area of 1.17 acres and is located along the northern border of the property. It permits the same commercial and residential uses as PA-2, however, it has a cap of 20 housing units and limits building height to 2 stories/35 feet for an appropriate transition with the residential neighborhood to the north.
- Planning Area 4 (PA-4, Neighborhood Park/Open Space): PA-4 has a total area of 14.52 acres and is located on the eastern half of the property. It permits parks and open space uses required to support the planned residential development and protect Cherry Creek, Preble's Meadow Jumping Mouse habitat, and the 100-year floodplain. The proposed rezoning application also

establishes a 70-foot wide buffer along the northern property line that is incorporated into PA-4 and provides an appropriate transition to the existing residential neighborhood to the north.

The applicant's original rezoning application proposed a mix of commercial uses and up to 210 multi-family housing units. They have reduced the total residential yield to 70 housing units, which is a decrease of 140 units.

The Planning Commission held a public hearing on the proposed rezoning application at their April 11, 2024, meeting and voted 6-1 to recommend that the Town Council approve the application.

Liam Shannon, Greenwood Village, made a presentation of behalf of the applicant.

Public Comments: None.

Mayor Toborg closed the Public Hearing at 7:32 p.m.

Joshua Rivero moved and Anne Barrington seconded to approve Ordinance No. 3.45.1 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 4.117 - Second Reading

A Bill for an Ordinance Establishing the Vertical and Horizontal Alignment and the Grade of the J Morgan Boulevard Extension South from the Intersection of Stroh Road and J Morgan Boulevard South Approximately 400 Feet

Department: Engineering and Public Work, Nathan Klass

Due to the continued development in the southern end of the Town, the extension of J Morgan Boulevard is a needed regional improvement. This additional roadway aims to serve as a second access point for a future development in the area, and as the main ingress/egress point for the South Metro Fire Station located on the southeast corner of the Stroh Road and J Morgan Boulevard intersection.

Approximately 300 feet of collector roadway will be constructed to the south of Stroh Road with bike lanes in the northbound and southbound directions and a traffic signal installed to accommodate neighborhood traffic and emergency vehicles from the fire station. The extension of J Morgan Boulevard to the south will be constructed in conjunction with the widening of Stroh Road which adds two additional eastbound lanes.

This ordinance establishes the vertical alignment, horizontal alignment, and vertical grade of the designated section of J Morgan Boulevard. This ordinance is being proposed so that future development that occurs adjacent to these roadways will be able to determine the vertical alignment, horizontal alignment, and vertical grade.

Public Comments: None.

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 4.117 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. Denver Pope Family Limited Partnership Permanent Drainage Pond Outfall Pipeline
Department: Engineering and Public Works, Chris Hudson

On November 20, 2023, Town Council approved the annexation agreement for Pope Property Phase II. This annexation agreement included a requirement to execute a drainage easement associated with a drainage pond that will be constructed at the northwest corner of the Dransfeldt Road extension bridge over Cherry Creek. This drainage easement is needed for the outfall drainage pipe that will cross the Pope property from the drainage pond to Town of Parker-owned property along Cherry Creek. The legal description for this drainage easement was completed in late 2022 or roughly a year prior to the annexation agreement being executed. As part of the final design effort in 2023, the Town's design consultant adjusted this drainage outfall alignment based on subsurface utility engineering investigation which resulted in a shorter outfall pipe than originally anticipated. This revision was included in the construction bid set of plans in late 2023 but did not get revised in the annexation agreement.

To address this issue, Town staff proposed vacating the existing recorded easement and replacing it with a separate drainage easement. An ordinance was required to vacate this recorded easement. The property owner executed the replacement easement which was adopted by resolution concurrently with the second reading of the vacation ordinance.

Public Comments: None.

1. ORDINANCE NO. 1.605 - Second Reading

A Bill for an Ordinance to Vacate a Drainage Easement on Real Property Owned by Denver Pope Family Limited Partnership Associated with a Permanent Drainage Pond Outfall Pipeline, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

Joshua Rivero moved and Todd Hendreks seconded to approve Ordinance No. 1.605 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

2. RESOLUTION NO. 24-027

A Resolution Accepting the Conveyance of a Drainage Easement from Denver Pope Family Limited Partnership, for Permanent Drainage Pond Outfall Pipeline
Department: Engineering and Public Works, Chris Hudson

John Diak moved and Joshua Rivero seconded to approve Resolution No. 24-027.

A roll call vote was taken:

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

The motion was approved unanimously.

C. ORDINANCE NO. 1.607 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Salisbury Park North Water Main Line
Department: Parks, Recreation and Open Space, Brett Collins

Salisbury Park North is a 91-acre property centrally located within the community. It was acquired by the Town in 2009 and is zoned Public Facilities, which allows for a wide variety of uses, including parks, recreation, and open space. The Salisbury Park North Project is in the design development phase, and the plan shows various amenities. Potable water is needed from Parker Water and Sanitation District to develop these amenities, and an easement agreement is required to construct the water main across the Town-owned park property into the road right-of-way at the new intersection of Motsenbocker Road and the Dransfeldt Road extension. The easement will allow for the construction of the water main before the new road is built to prevent having to dig up the new road improvements at the intersection. The water main will be stubbed out for future use at the park.

Public Comments: None.

Joshua Rivero moved and Anne Barrington seconded to approve Ordinance No. 1.607 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved and Anne Barrington seconded to adjourn the meeting at 7:52 p.m.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - no

Laura Hefta - yes

The motion was approved on a 5-1 vote with Brandi Wilks opposing.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: May 20, 2024

Submitted By: Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.610 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Bargain and Sale Deed to CD-Parker, LLC
Department: Town Attorney, Jim Maloney
Second June 3, 2024
Reading:

EXECUTIVE SUMMARY

The purpose of this ordinance is to authorize the reconveyance of the Pine Curve property to CD-Parker, LLC, to correct an error in the legal description contained in the original deed.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On September 6, 2022, Town Council approved the Purchase and Sale Agreement between the Town and CD-Parker, LLC, for the sale of certain Town parcels, including the Pine Curve property, as part of the My Mainstreet project (the “Town Purchase Agreement”). On November 7, 2022, the Town Council and the Parker Authority for Reinvestment (“PAR”) approved the Development and Financing Agreement with CD-Parker, LLC, which addressed the development of the Town Parcels, including the Pine Curve property, and the parcel owned by PAR (the “Development Agreement”). On December 12, 2022, the Town conveyed the Pine Curve parcel to CD-Parker, LLC, by Bargain and Sale Deed (the “Deed”). The legal description for the Pine Curve parcel, which was included in the Town Purchase Agreement, the Development Agreement, and the Deed, contains minor errors. These errors do not affect the size or shape of the Pine Curve parcel, but nonetheless result in the legal description of the Pine Curve parcel not fully closing.

The process to correct the legal description will necessitate an amendment to the Development Agreement and the exchange of corrective bargain and sale deeds between the Town and CD-Parker, LLC. The corrective bargain and sale deed from the Town to CD-Parker, LLC, is approved by ordinance; the corrective bargain and sale deed from CD-Parker, LLC, to the Town is accepted by the Town by resolution; and the amendment to the Development Agreement is approved by motion of the Town Council.

FINANCIAL IMPACT

The correction of the legal description for the Pine Curve parcel will create no financial impact to the Town.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.610

RECOMMENDED MOTION

I move to approve Ordinance No. 1.610 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.

ORDINANCE NO. 1.610, Series of 2024

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY BARGAIN AND SALE DEED TO CD-PARKER, LLC

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to CD-Parker, LLC; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Bargain and Sale Deed.

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 Bargain and Sale Deed by the Town of Parker conveying certain property to CD-Parker, LLC, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Bargain and Sale Deed 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

After Recording Return To:
Joseph Lubinski
MDH Law Group LLC
Denver, Colorado 80202

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that the Town of Parker, a Colorado home rule municipal corporation (“**Grantor**”), whose address is 20120 E Mainstreet, Parker, Colorado 80138, for valuable consideration in hand paid, hereby sell(s) and convey(s) to CD-Parker, LLC, a Colorado limited liability company (“**Grantee**”), whose address is 430 Indiana Street, Suite 200, Golden, Colorado 80401, the following real property, with all its appurtenances, in the Town of Parker, County of Douglas and State of Colorado, to wit:

See Exhibit A attached hereto and incorporated herein by reference

(“**Parcel A**”), subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Post-Closing Covenant attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ____ day of _____, 2024_.

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

By: _____
Jeff Toborg, Mayor

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeff Toborg as Mayor and Chris Vanderpool as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

EXHIBIT A
TO
BARGAIN AND SALE DEED
Legal Description
of
Parcel A

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.86 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°56'23" EAST, A DISTANCE OF 160.09 FEET;
2. SOUTH 00°40'03" EAST, A DISTANCE OF 325.00 FEET;
3. NORTH 89°56'15" EAST, A DISTANCE OF 591.73 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID EAST LINE, SOUTH 00°22'34" EAST, A DISTANCE OF 1,073.60 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST MAINSTREET RECORDED IN BOOK 923 AT PAGE 243 IN SAID OFFICIAL RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,050.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'38" EAST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID EASTERLY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'12", AN ARC LENGTH OF 20.83 FEET;
2. NORTH 67°16'10" WEST, A DISTANCE OF 273.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,850.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'22", AN ARC LENGTH OF 216.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 32°30'10" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", AN ARC LENGTH OF 90.32 FEET;

THENCE NORTH 43°59'08" WEST, A DISTANCE OF 324.53 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 289.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH 04°32'19" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 218.86 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC
LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

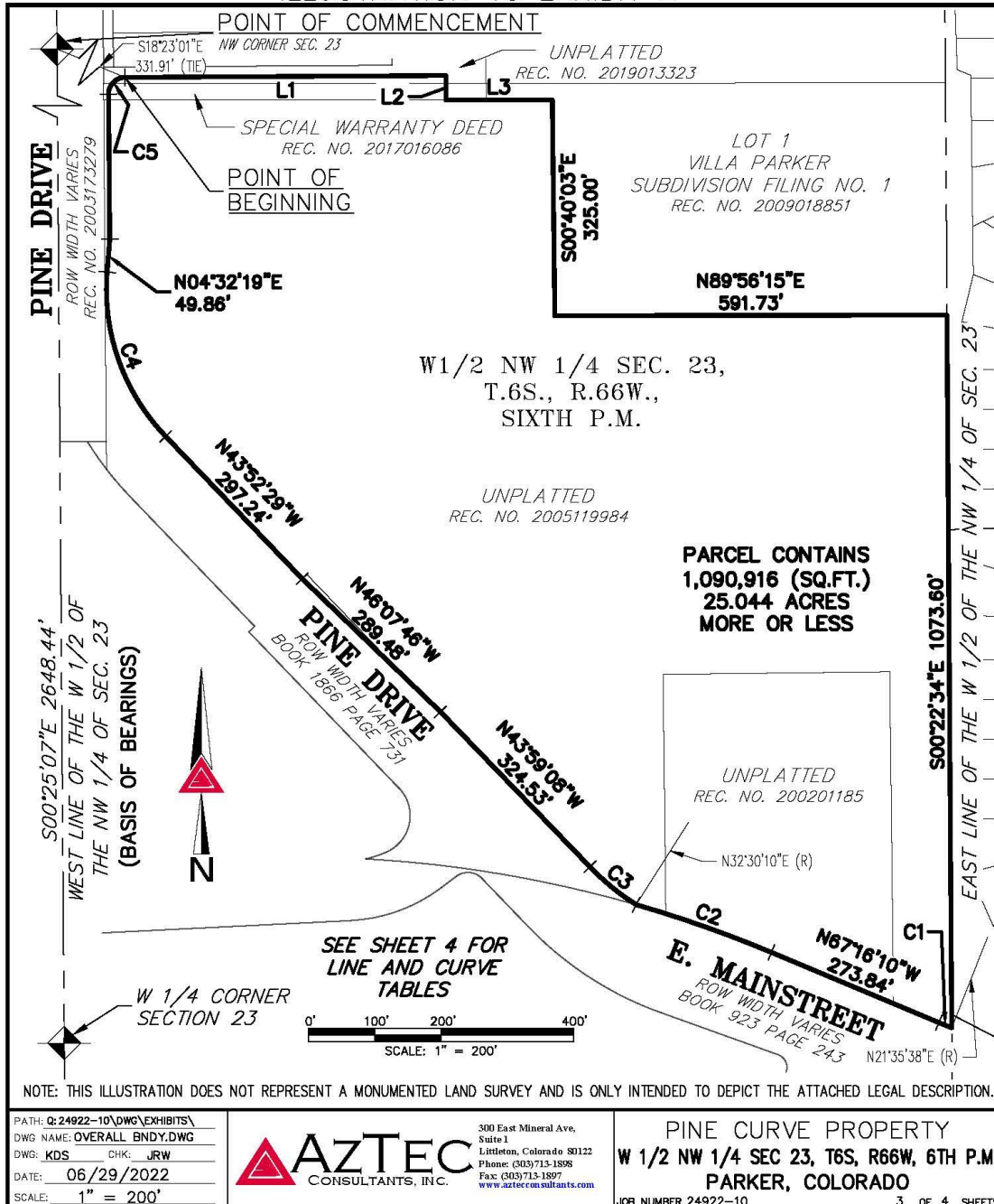


ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'52"E	484.27'
L2	S00°20'08"E	36.86'
L3	N89°56'23"E	160.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°08'12"	1050.00'	20.83'
C2	6°42'22"	1850.00'	216.53'
C3	13°30'42"	383.00'	90.32'
C4	48°24'48"	320.00'	270.39'
C5	90°07'12"	25.00'	39.32'

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

PATH: Q:24922-10\DWG\EXHIBITS\
 DWG NAME: OVERALL_BNDY.DWG
 DWG: KDS CHK: JRW
 DATE: 06/29/2022
 SCALE: N/A



300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
www.aztecconsultants.com

PINE CURVE PROPERTY
 W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
 PARKER, COLORADO
 JOB NUMBER 24922-10 4 OF 4 SHEETS

EXHIBIT B-1
TO
BARGAIN AND SALE DEED

Permitted Title Exceptions

1. Taxes and Assessments for the year 2022 and subsequent years.
2. Reservations made by the Union Pacific Railway Company in deed recorded November 13, 1899 in Book 23 at Page 479; old Arapahoe County records, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same; and any and all assignments thereof or interests therein. By instrument recorded May 16, 1964 in Book 157 at Page 77, the Union Pacific Railway Company relinquished its rights to enter upon or damage the surface of the land.
3. Easements as granted in Quit Claim Deed to the Town of Parker recorded April 5, 2001 at Reception No.2001028199.
4. Request for Notification of Surface Development as recorded May 16, 2002 at Reception No.2002047486.
5. The effect of Rezoning Map for Kime II as recorded November 1, 2002 at Reception No. 2002115900 and Kime II Annexation Map recorded November 1, 2002 at Reception No. 2002115898.
6. The effect of the Final Right of Way Plat for Pine Drive as recorded December 8, 2003 at Reception No. 2003173279.
7. The effect of the following Ordinances by the Town of Parker, as follows:
Ordinance No. 2.148 recorded February 27, 2004 at Reception No. 2004020748.
Ordinance No. 2.149 recorded February 27, 2004 at Reception No. 2004020749.
Ordinance No. 2.139 recorded November 1, 2002 at Reception No. 2002115897.
Ordinance No. 3.200 recorded November 1, 2002 at Reception No. 2002115899
8. The effect of Mainstreet and Pine Drive Annexation Map recorded February 27, 2004 at Reception No.2004020750
9. Terms, conditions, provisions, agreements and obligations contained in the Order for Inclusion as set forth below:
Recording Date: March 05, 2020
Recording No.: Reception No.2020015690
10. Terms, conditions, provisions, agreements contained in the Development and Financing Agreement as set forth below:

Recording Date: November 8, 2022

Recording No: Reception No. 2022071737

11. Terms, conditions, provisions, agreements contained in the Amendment of Development and Financing Agreement as set forth below:

Recording Date: _____, 2024

Recording No: Reception No. _____

EXHIBIT B-2
TO
BARGAIN AND SALE DEED

Post-Closing Covenant

1. **Intent as to Covenant.** Grantee hereby agrees that certain Property, as defined in the Development and Financing Agreement dated November 7, 2022, recorded November 8, 2022 at Ref# 2022071737, as amended by the Amendment to Development Agreement dated _____, 2024 recorded _____, 2024, at Ref# _____ (the “**Development Agreement**”), has been conveyed to Grantee pursuant to Bargain and Sale Deeds (the “**Deeds**”) that incorporate this Post-Closing Covenant (“**Post-Closing Covenant**”) and that each such conveyance is accepted by Grantee subject to and upon the following express terms, covenants, conditions, and restrictions that impose both a burden and an equitable servitude upon each “**Parcel**”, as described in the Development Agreement, that run with the land and that are made for the benefit of Grantor and Grantor’s successors and assigns. This Post-Closing Covenant shall be binding upon Grantee and Grantee’s successors and assigns acquiring title to all or any portion of the Property.

2. **Covenant Against Encumbrances.** Grantee covenants and agrees that Grantee will not convey a Parcel or any interest in a Parcel, including any lien, deed of trust or other financing interest, and will not encumber a Parcel in any way beyond the Permitted Exceptions listed in the Deed for such respective Parcel, prior to (i) obtaining all required Governmental Approvals for such Parcel and (ii) having readily available funds or obtaining a Financing Commitment for construction of the Project on the respective Parcel, as further defined below. Any conveyance or encumbrance that is granted or recorded in violation of this Post-Closing Covenant shall be null and void and in all circumstances subordinate to Grantor’s rights under this Post-Closing Covenant.

3. **Covenant to Obtain Governmental Approvals.** With respect to each Parcel, Grantee covenants and agrees that Grantee will use commercially reasonable efforts to obtain all required Governmental Approvals, as defined herein, for such Parcel (the “**Covenant to Obtain Governmental Approvals**”).

3.1 **Obtaining Government Approvals.** For each Parcel, Grantee agrees diligently to pursue, on or before the performance deadline specified in the Development Agreement for satisfaction of the Covenant to Obtain Governmental Approvals for such Parcel (the “**Compliance Deadline**”), all Governmental Approvals (as such term is defined in the Development Agreement) in order for Grantee to construct the project on such respective Parcel as described in the Development Agreement (the “**Project**”).

3.2 **Repurchase Option for Failure to Satisfy the Release Requirements for the Covenant to Obtain Governmental Approvals.** If Grantee fails to obtain all required Governmental Approvals on or before the Compliance Deadline for any Parcel (the “**Governmental Approvals Repurchase Event**”), the Grantor shall have the right to repurchase each and every Parcel conveyed by Grantor to Grantee upon which this Post-Closing Covenant is still effective, upon the terms and conditions set forth below (the

“Governmental Approvals Repurchase Option”); provided however that Grantee shall have thirty (30) days following receipt of notice from Grantor of said failure to cure and to meet the applicable Compliance Deadline. If Grantee cures within said thirty (30) day period, then Grantor’s Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate.

3.3 Exercise of Governmental Approvals Repurchase Option. Grantor shall have the right to exercise Grantor’s Governmental Approvals Repurchase Option due to Grantee’s failure to meet an applicable Compliance Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee’s cure period and expiring ninety (90) days thereafter. If during such 90-day period either (a) Grantee obtains all Governmental Approvals prior to the time of Grantor’s exercise of Grantor’s Governmental Approvals Repurchase Option, or (b) Grantor’s notice to Grantee is not timely given, then Grantor’s right to exercise the Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Governmental Approvals Repurchase Option with respect to such Compliance Deadline has terminated. Grantor’s confirmation of termination, if required, shall include the legal description of the Parcel(s) subject to Grantor’s Governmental Approvals Repurchase Option with respect to such Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

3.4 Governmental Approvals Repurchase Option Price. The **“Governmental Approvals Repurchase Option Price”** shall mean the Purchase Price paid at closing of the conveyance of the applicable Parcel(s) from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer’s overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

3.5 Closing of Governmental Approvals Repurchase Event Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor’s Governmental Approvals Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the applicable Parcel(s), in accordance with the terms of this Post-Closing Covenant and the additional terms set forth on Addendum 1 attached hereto and incorporated herein by reference (the **“Purchase and Sale Terms”**).

3.6 Termination of Covenant. Grantor’s Governmental Approvals Repurchase Option shall terminate with regard to a Parcel upon Grantee’s demonstration that Grantee has obtained all required Governmental Approvals for such Parcel. Thereafter, within ten (10) business days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor’s Governmental Approvals Repurchase Option has terminated with respect to the applicable Parcel Compliance Deadline. The

acknowledgement shall include the legal description of the Parcel or Parcels subject to Grantor's Governmental Approvals Repurchase Option with respect to the applicable Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

3.7 Delays Caused by Town. If Grantee is unable to meet a Compliance Deadline because of delays in obtaining the Governmental Approvals caused by the Town, as such delays are more particularly described and defined in the Development Agreement, then the date by which the Grantee shall be required to meet such Compliance Deadline, and the date by which Grantor shall be permitted to exercise the Governmental Approvals Repurchase Option because of Grantee's failure to meet such Compliance Deadline, shall be extended for a period of time equal to the length of said delay or delays.

4. Covenant to Commence Construction. Grantee covenants and agrees to (i) not commence construction on a Parcel unless and until Grantee has either readily available funds or a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on such Parcel; (ii) to commence construction, as defined below, of the Project on such Parcel in accordance with the Development Agreement and Governmental Approvals on or before the construction commencement deadline specified in the Development Agreement for such Parcel ("**Commencement Deadline**"); and (iii) to proceed diligently with construction in a good and workmanlike manner until completion in accordance with the Development Agreement and Governmental Approvals for such Parcel, subject only to Force Majeure (as defined below).

4.1 Repurchase Option for Failure to Satisfy the Covenant to Commence Construction of the Project. If a "**Construction Repurchase Event**" (defined below) occurs, Grantor shall have the right to repurchase each and every Parcel conveyed by Grantor to Grantee upon which this covenant is still effective, upon the terms and conditions set forth below (the "**Construction Repurchase Option**").

4.2 Construction Repurchase Event. With respect to each Parcel, the "**Construction Repurchase Event**" shall mean the Grantee shall not have commenced construction of the Project on such Parcel prior to the Commencement Deadline applicable to such Parcel. Grantee shall be deemed to have commenced construction on a Parcel at such time as installation of the footings and foundations for the building(s) on the Parcel have been commenced in accordance with the plans for the Project on such Parcel approved under the Governmental Approvals. Grantee shall have a thirty (30) day cure period from receipt of notice from Grantor of Grantee's failure to meet such Commencement Deadline, and if Grantee commences construction and cures within such thirty (30) day cure period, then Grantor's Construction Repurchase Option with respect to such Construction Repurchase Event shall terminate.

4.3 Exercise of Construction Repurchase Option. Grantor shall have the right to exercise the Construction Repurchase Option due to Grantee's failure to meet a Commencement Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee's applicable 30-day cure

period and expiring ninety (90) days thereafter. If (i) during such 90-day period, construction is commenced prior to the time of Grantor's exercise of the Construction Repurchase Option, or (ii) Grantor's written notice is not given to Grantee on or before the expiration of the 90-day period, then Grantor's right to exercise the Construction Repurchase Option due to the occurrence of the Construction Repurchase Event shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Construction Repurchase Option has terminated. Grantor's confirmation of termination if required, shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

4.4 Construction Repurchase Option Price. The "**Construction Repurchase Option Price**" shall mean the Purchase Price paid at closing of the conveyance of the applicable Parcel(s) from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

4.5 Closing of Construction Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor's Construction Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the Property, in accordance with the terms of this Post-Closing Covenant and the Purchase and Sale Terms set forth on Addendum 1 attached hereto and incorporated herein by reference.

4.6 Termination of Covenant. Grantor's Construction Repurchase Option shall terminate with regard to a Parcel upon Grantee's demonstration that Grantee has: (i) obtained all required Governmental Approvals, (ii) has readily available funds or has obtained a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on such Parcel, and (iii) commenced construction of the Project prior to the Commencement Deadline. Thereafter, within ten (10) days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor's Construction Repurchase Option have terminated with regard to the applicable Parcel. Such confirmation shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

4.7 Force Majeure. If Grantee is unable to meet the Commencement Deadline because of delays due to unforeseeable causes beyond the reasonable control of Grantee, such as, but not limited to, acts of God, strikes, work stoppages, civil unrest, terrorism, extraordinary weather conditions, governmental actions, or fire or other casualty, then the date by which the Grantee shall be required to meet the Commencement Deadline, and the date by which Grantor shall be required to exercise the Repurchase Option because of

Grantee's failure to meet such Commencement Deadline, shall be extended for a period of time equal to the length of said delay or delays.

4.8 Additional Remedies. In addition to the remedies specifically described herein, in the event of any breach of this Post-Closing Covenant, Grantor shall be entitled to pursue all remedies available to Grantor at law or in equity, including without limitation specific performance, injunctive relief, both mandatory and prohibitory, and direct damages, provided that in no event may Grantor seek or be awarded consequential or punitive damages.

[END OF EXHIBIT B-2]

ADDENDUM 1
TO
EXHIBIT B-2 TO
BARGAIN AND SALE DEED

**Purchase and Sale Terms
for Repurchase Options**

1. **Parties.** For the purchase and sale of the Property, the parties shall be Grantor as “**Buyer**” and the record owner of the Property (Grantee or Grantee’s successor or assign, as applicable) as “**Seller**”.

2. **Effective Date.** The effective date (“**Effective Date**”) of the agreement for sale and purchase of the Property between Buyer and Seller shall be the date Buyer delivers written notice to Seller that Buyer is exercising Buyer’s Governmental Approvals Repurchase Option and/or Construction Repurchase Option (referred in context herein as the “**Option**”).

3. **Closing.** Closing of the Option shall be conducted through a title insurance company and escrow agent to be designated by Buyer as provided below (the “**Closing**”). The Closing shall occur on the first business day that is at least ninety (90) calendar days after the Effective Date, or such earlier date as is agreed to by Seller and Buyer.

4. **Conveyance.** At Closing Seller shall sell, assign, and convey the Property to Buyer by statutory form of bargain and sale deed together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances then owned or thereafter acquired by Seller, subject only to the “**Permitted Exceptions**” as defined below.

5. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be the Purchase Price paid at closing of the conveyance of the Property from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer’s overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvements on the Property.

6. **Inspection Period.** Buyer shall have a period of forty-five (45) days following the Effective Date (the “**Inspection Period**”) to conduct such investigations of the Property and title to the Property as Buyer shall deem necessary, and Buyer shall be given reasonable access to the Property for such investigations. At any time prior to the expiration of the Inspection Period, Buyer may terminate the exercise of its Option by delivering notice to Seller of such termination. Buyer’s delivery of such notice shall constitute a waiver and termination of Buyer’s right to exercise Buyer’s Option with respect to the Governmental Approvals Repurchase Event and/or Construction Repurchase Event that triggered Buyer’s Option, as a result of which Buyer and Seller shall be relieved of all obligations for purchase and sale of the Property hereunder arising out of such Governmental Approvals Repurchase Event and/or Construction Repurchase Event.

7. **Title Insurance and Permitted Exceptions.** In Buyer's notice exercising Buyer's Option, Buyer shall designate the title insurance company and escrow agent to facilitate the transaction (the "**Title Company**"). Buyer and Seller shall execute such reasonable and customary documentation with the Title Company as shall be required by the Title Company to facilitate the transaction. Within ten (10) days of Buyer delivering to Seller a notice of exercise of Buyer's Option, Seller shall order a title insurance commitment (the "**Commitment**") from the Title Company for the issuance at Closing of an ALTA Owner's Policy utilizing the then current form of ALTA Owner's Policy of title insurance and shall cause the Title Company to deliver the Commitment to Buyer and to make available to Buyer copies of all documents listed as exceptions to insured title in the Commitment. Buyer shall have such investigation and termination rights with respect to title matters as are provided in Section 6 above. If Buyer does not terminate its Option prior to the expiration of the Inspection Period, then title shall be conveyed to Buyer at Closing subject to all matters listed as exceptions in the Commitment except for any monetary encumbrances or liens (the "**Permitted Exceptions**"). It shall be the obligation of Seller to remove all monetary encumbrances or liens created by, through, or under Seller from the Property prior to Closing, and if they are not so removed, then the Title Company is authorized to use Purchase Price funds delivered by Buyer to satisfy and remove such monetary encumbrances or liens and Seller shall remain responsible post-closing for any deficiency. At Closing, the Title Company shall deliver the Title Policy to Buyer, or commit to deliver it promptly after Closing, subject only to the Permitted Exceptions. All costs of the Commitment and the base premium for the Title Policy (excluding any endorsements requested by Buyer) shall be paid by Seller.

8. **Property Condition.** The Property shall be transferred to Buyer at Closing in its "AS IS, WHERE IS" condition as of the date of Closing, but such transfer shall not relieve Seller of any obligation imposed by applicable law or governmental regulation to remedy or remediate any environmental condition or other condition at the Property that are not in compliance with applicable law or governmental regulation as of the date of Closing.

9. **Seller Covenants.** Seller covenants that between the delivery date of Buyer's notice exercising Buyer's Option and the date of Closing, Seller will not convey the Property or any interest in the Property to any person, will not encumber the Property beyond the Permitted Exceptions, and will not commit or permit contamination or impairment of the Property or waste or deterioration of improvements on the Property.

10. **Closing Actions.** All documents customarily required for Closing shall be provided to the Title Company by Seller and Buyer, including without limitation the Deed, closing instructions, deed of trust releases, other lien releases, signed settlement statements, and such affidavits and indemnities as the Title Company reasonably shall require to close the transaction and issue the Title Policy in accordance with the Commitment. Buyer shall deliver the Purchase Price to the Title Company for Closing in readily available funds. The Title Company shall prepare Buyer's and Seller's Settlement Statements. There shall not be any proration of expenses or taxes for the Property. Seller shall be responsible for the payment of all property taxes and assessments incurred or assessed, or to be incurred or assessed, with respect to any period of Seller's ownership of the Property. All taxes and assessments may be paid by the Title Company out of Purchase Price proceeds if not paid prior to Closing, and Seller shall remain responsible post-closing for any deficiency. All monetary encumbrances or liens upon the Property, including any claim of mechanics lien, whether or not disputed by Seller, may be paid and satisfied by Title Company out

of Purchase Price proceeds if not paid or satisfied by Seller prior to Closing, and Seller shall remain responsible post-closing for any deficiency. Upon Closing, the Title Company shall record the Deed, shall process and record all releases of monetary liens on the Property existing prior to Closing, and shall deliver all documents required to be delivered to Seller and Buyer in accordance with these Purchase and Sale Terms and local custom. The Title Company shall be designated as the real estate reporting person for preparing and filing such forms as shall be required to be filed with the Internal Revenue Service in connection with the transaction and the Closing.

11. **Time and Dates.** Time is of the essence of these Purchase and Sale Terms and Seller's and Buyer's obligations hereunder. A "business day" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in these Purchase and Sale Terms for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

12. **Notices.** All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or on the immediately following business day after deposit for overnight delivery with an overnight courier service providing national overnight delivery services. Notices may not be delivered by email or facsimile.

If to the Town of Parker:
Town of Parker
Attn: Town Manager
Attn: Town Attorney
20120 East Mainstreet
Parker, Colorado 80138

If to Grantee: to the address of the owner of the Property as contained in the property tax records of the County Assessor of Douglas County, Colorado at the time the notice is given.

13. **Governing Law.** This agreement shall be governed by the laws of the State of Colorado.

14. **Waiver of Jury Trial.** IN ANY PROCEEDING TO ENFORCE THE TERMS OF THE POST-CLOSING COVENANT OR THESE PURCHASE AND SALE TERMS OR TO OBTAIN ANY REMEDY PROVIDED FOR THEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND BUYER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Further Acts.** Each party agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of the sale and purchase of the Property hereunder.



Request for Town Council Action

Date: May 20, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.131.1 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274)
Department: Engineering and Public Works, Alex Mestdagh
Second June 3, 2024
Reading:

EXECUTIVE SUMMARY

This ordinance proposes to enter into an amendment to an intergovernmental agreement to adopt a revised Access Control Plan for State Highway 83 (Parker Road).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Road, or State Highway 83, is owned and maintained by the Colorado Department of Transportation (CDOT). This includes oversight of access management along the corridor, for which CDOT has published an Access Control Plan (ACP) that sets forth current and future access locations and types along the corridor. CDOT collaborates with the local jurisdictions in forming this plan. In the Town's case, a segment from the Douglas County line through Franktown is coordinated with Douglas County, Elbert County, the Town of Elizabeth, and the Town of Parker.

The original ACP was published in the mid 2000s and adopted by an intergovernmental agreement. Since that time, development and other changes along the Corridor have prompted CDOT to consider revising the ACP. Over the past two years, Town Engineering staff has worked with CDOT's team and the other jurisdictions to propose changes to the ACP that would be codified in this amended intergovernmental agreement. The proposed ACP has been agreed to by all parties, and is currently being considered and approved by the respective jurisdictions.

The proposed ACP includes minimal changes to the Town of Parker. The minor changes are reflective of access point modifications already approved as part of developments, or anticipated to be approved with future developments. The CDOT team also performed public outreach regarding the ACP with property owners throughout the Parker Road Corridor. The segment through the Town received minor comments from the public regarding operational issues, but no significant concerns regarding access locations were received. The proposed ACP is attached to the intergovernmental agreement for reference.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.131.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.131.1 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.

ORDINANCE NO. 9.131.1, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AMENDMENT #1 BY AND AMONG THE TOWN OF CASTLE ROCK, DOUGLAS COUNTY, ELBERT COUNTY, THE TOWN OF ELIZABETH, THE TOWN OF KIOWA, THE TOWN OF PARKER, AND THE STATE OF COLORADO ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING STATE HIGHWAY 83 ACCESS (OLA # 331003251, AMENDMENT ROUTING NO. 24-HA1-XC-00274)

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274), 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 _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1OLA #: 331003251
Routing #: 24-HA1-XC-00274**STATE OF COLORADO AMENDMENT****Amendment #: 1****Project #: NA****SIGNATURE AND COVER PAGE**

State Agency Department of Transportation		Amendment Routing Number 24-HA1-XC-00274
Local Agencies DOUGLAS COUNTY GOVERNMENT TOWN OF PARKER TOWN OF CASTLE ROCK		Original Agreement IGA dated the 27 th day of June 2008, Among The Town of Castle Rock, Douglas County, Elbert County, The Town of Elizabeth, The Town of Kiowa, The Town of Parker and the Stat of Colorado Department of Transportation
Agreement Maximum Amount Total for all state fiscal years	\$0.00	Amendment Effective Date The later of the effective date or December 05, 2023
		Initial Agreement Effective Date June 27, 2008

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.

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 OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY Town of Parker Signature By: Jeff Toborg, Mayor Date: _____	LOCAL AGENCY Town of Parker Signature By: Chris Vanderpool, Town Clerk Date: _____

LOCAL AGENCY Town of Parker -Town Attorney or designee _____ Signature _____ By: _____ Date: _____	LOCAL AGENCY Town of Castle Rock _____ Signature _____ By: Jason Gray, Mayor Date: _____
LOCAL AGENCY Town of Castle Rock _____ Signature _____ By: Lisa Anderson, Town Clerk Date: _____	LOCAL AGENCY Town of Castle Rock _____ Signature _____ By: Mike Hyman, Town Attorney Date: _____
LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT APPROVED AS TO LEGAL FORM: _____ Signature _____ Print Name and Title Date: _____	LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT APPROVED TO AS CONTENT: _____ Signature _____ Print Name and Title Date: _____
LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT APPROVED AS TO FISCAL CONTENT: _____ Signature _____ Print Name and Title Date: _____	LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT DOUGLAS COUNTY COMMISSIONER: _____ Signature _____ Print Name and Title Date: _____

LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT ATTEST: Signature Print Name and Title 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 Local Agencies 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 the Local Agency for any Work performed or expense incurred under this Amendment either before or after 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) BACKGROUND AND PURPOSE

BACKGROUND

An Access Control Plan (ACP) for SH 83 was originally executed in 2008 under a multi-jurisdictional Inter Governmental Agreement (IGA). The parties were the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker and the State of Colorado, Department of Transportation (CDOT). Due to the rapid growth and development that ensued along this segment of State highway in this northern portion of Douglas County, all signature agencies of the IGA agreed that the plan needed to be refreshed and updated to account for revised local agency master plans and other infill patterns of growth and changes in local mobility. The ACP encompassed the section of State Highway 83 between the Douglas/Arapahoe County Line (MP 63.12) and North Russellville Road (MP 49.89), the section of State Highway 86 (Founders Parkway) between the east ramp intersection of I-25 (MP 100.09) and the terminus of Founders Parkway (MP 104.35), and the section of State Highway 86 between Founders Parkway (MP 1.80) and MP 24.76 (hereinafter referred to as the segments). Only effected agencies will need to sign Amendments, as outlined in **Exhibit C** of the Agreement. The Voting Agencies for this Amendment are CDOT, Douglas County, The Town of Parker and the Town of Castle Rock.

PURPOSE

The Voting Agencies desire to amend this Agreement in accordance with the attached illustration and table, as described in **Exhibits B-1** and **D-1** for the SH 83 segment of the Segments. The amended access points are on portions of SH 83 in the areas of:

- 1.SH 83 from the Douglas Arapahoe County line to Bayou Gulch Road
- 2.SH 83 from immediately south of but not including the intersection of Bayou Gulch Road to North Russellville Road

5) MODIFICATIONS

1. **Exhibit B** Access Control Plan Illustrated for SH 83 shall be replaced with **Exhibit B-1** Access Control Plan Illustrated.
2. **Exhibit D** Access Descriptions for SH 83 (Parker Road) shall be replaced with **Exhibit D-1** SH 83 Access Control Plan Table MP 49.89 – MP 63.06 dated May 2, 2023, 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.



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 1 OF 12

EXISTING TRAFFIC SIGNAL

POTENTIAL TRAFFIC SIGNAL

COMBINE ADJACENT ACCESSES

ACCESS TO BE CLOSED WITH REDEVELOPMENT

REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR

NEW RIGHT-IN / RIGHT-OUT

RIGHT-IN / RIGHT-OUT TO REMAIN

EXISTING 3/4 ACCESS TO REMAIN

POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)

FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST

SIGNALIZED OR POTENTIALLY SIGNALIZED FULL MOVEMENT ACCESS

RIGHT-IN ONLY

ACCESS PERMIT

MILE POST

PARKER

CASTLE ROCK

ACCESS CONTROL LINE

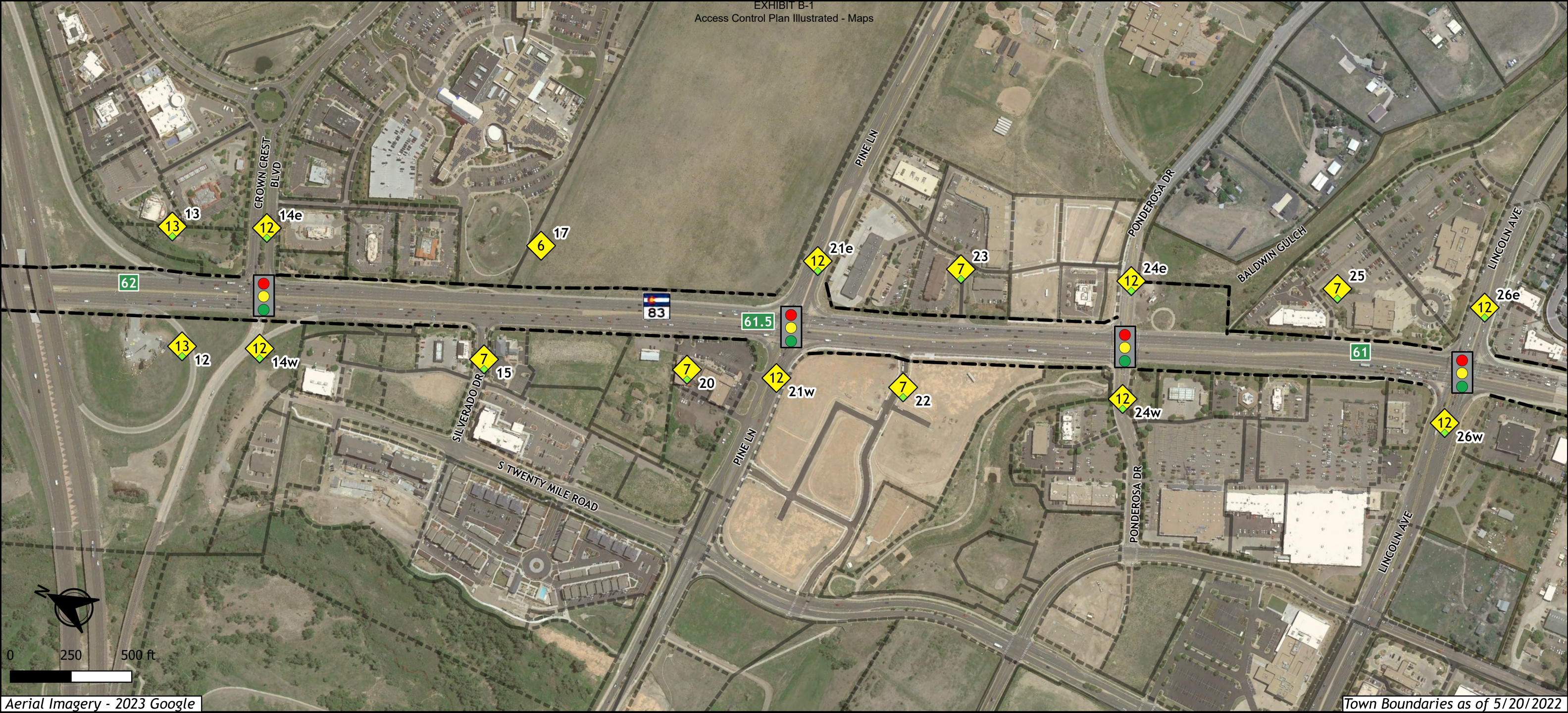
A-LINE OPENING

CDOT ROW

PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT

Exhibit B-1
1 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 2 OF 12





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS,
OR IF SAFETY OR OPERATIONS ISSUES OCCUR



**ONLY USED IN SH 86 ACP



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED
PROVIDED ACCEPTABLE SAFETY & OPERATIONAL
CONDITIONS EXIST



**ONLY USED IN SH 86 ACP



SIGNALIZED OR POTENTIALLY SIGNALIZED
FULL MOVEMENT ACCESS



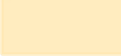
RIGHT-IN ONLY



ACCESS PERMIT



MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW



PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC
CONDITIONS RELATED TO EACH ACCESS POINT



Exhibit B-1
2 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 3 OF 12

	EXISTING TRAFFIC SIGNAL			**ONLY USED IN SH 86 ACP		FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST		PARKER
	POTENTIAL TRAFFIC SIGNAL			NEW RIGHT-IN / RIGHT-OUT		**ONLY USED IN SH 86 ACP		CASTLE ROCK
	COMBINE ADJACENT ACCESSES			RIGHT-IN / RIGHT-OUT TO REMAIN		SIGNALIZED OR POTENTIALLY SIGNALIZED FULL MOVEMENT ACCESS		ACCESS CONTROL LINE
	ACCESS TO BE CLOSED WITH REDEVELOPMENT			EXISTING 3/4 ACCESS TO REMAIN		RIGHT-IN ONLY		A-LINE OPENING
	REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR			POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)		ACCESS PERMIT		CDOT ROW
						MILE POST		PARCEL LINE

Exhibit B-1
3 of 12

NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 4 OF 12

EXISTING TRAFFIC SIGNAL

POTENTIAL TRAFFIC SIGNAL

COMBINE ADJACENT ACCESSES

ACCESS TO BE CLOSED WITH REDEVELOPMENT

REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR

**ONLY USED IN SH 86 ACP

NEW RIGHT-IN / RIGHT-OUT

RIGHT-IN / RIGHT-OUT TO REMAIN

EXISTING 3/4 ACCESS TO REMAIN

POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)

FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST

**ONLY USED IN SH 86 ACP

SIGNALIZED OR POTENTIALLY SIGNALIZED FULL MOVEMENT ACCESS

RIGHT-IN ONLY

ACCESS PERMIT

MILE POST

PARKER

CASTLE ROCK

ACCESS CONTROL LINE

A-LINE OPENING

CDOT ROW

PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT

Exhibit B-1
4 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 5 OF 12



COLORADO
Department of
Transportation





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS,
OR IF SAFETY OR OPERATIONS ISSUES OCCUR



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED
PROVIDED ACCEPTABLE SAFETY & OPERATIONAL
CONDITIONS EXIST



RIGHT-IN ONLY



ACCESS PERMIT



MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW



PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC
CONDITIONS RELATED TO EACH ACCESS POINT

Exhibit B-1
5 of 12





MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 6 OF 12





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS,
OR IF SAFETY OR OPERATIONS ISSUES OCCUR



**ONLY USED IN SH 86 ACP



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED
PROVIDED ACCEPTABLE SAFETY & OPERATIONAL
CONDITIONS EXIST



**ONLY USED IN SH 86 ACP



SIGNALIZED OR POTENTIALLY SIGNALIZED
FULL MOVEMENT ACCESS



RIGHT-IN ONLY



ACCESS PERMIT



MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW



PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC
CONDITIONS RELATED TO EACH ACCESS POINT



Exhibit B-1
6 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 7 OF 12





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS,
OR IF SAFETY OR OPERATIONS ISSUES OCCUR



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED
PROVIDED ACCEPTABLE SAFETY & OPERATIONAL
CONDITIONS EXIST



RIGHT-IN ONLY



ACCESS PERMIT



MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW



PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC
CONDITIONS RELATED TO EACH ACCESS POINT



Exhibit B-1
7 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 8 OF 12





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS,
OR IF SAFETY OR OPERATIONS ISSUES OCCUR



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)

**ONLY USED IN SH 86 ACP



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED
PROVIDED ACCEPTABLE SAFETY & OPERATIONAL
CONDITIONS EXIST



**ONLY USED IN SH 86 ACP



SIGNALIZED OR POTENTIALLY SIGNALIZED
FULL MOVEMENT ACCESS



RIGHT-IN ONLY



ACCESS PERMIT



MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW



PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC
CONDITIONS RELATED TO EACH ACCESS POINT



Exhibit B-1
8 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 9 OF 12





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)

**ONLY USED IN SH 86 ACP



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST

**ONLY USED IN SH 86 ACP



RIGHT-IN ONLY



ACCESS PERMIT



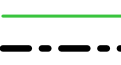
MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW

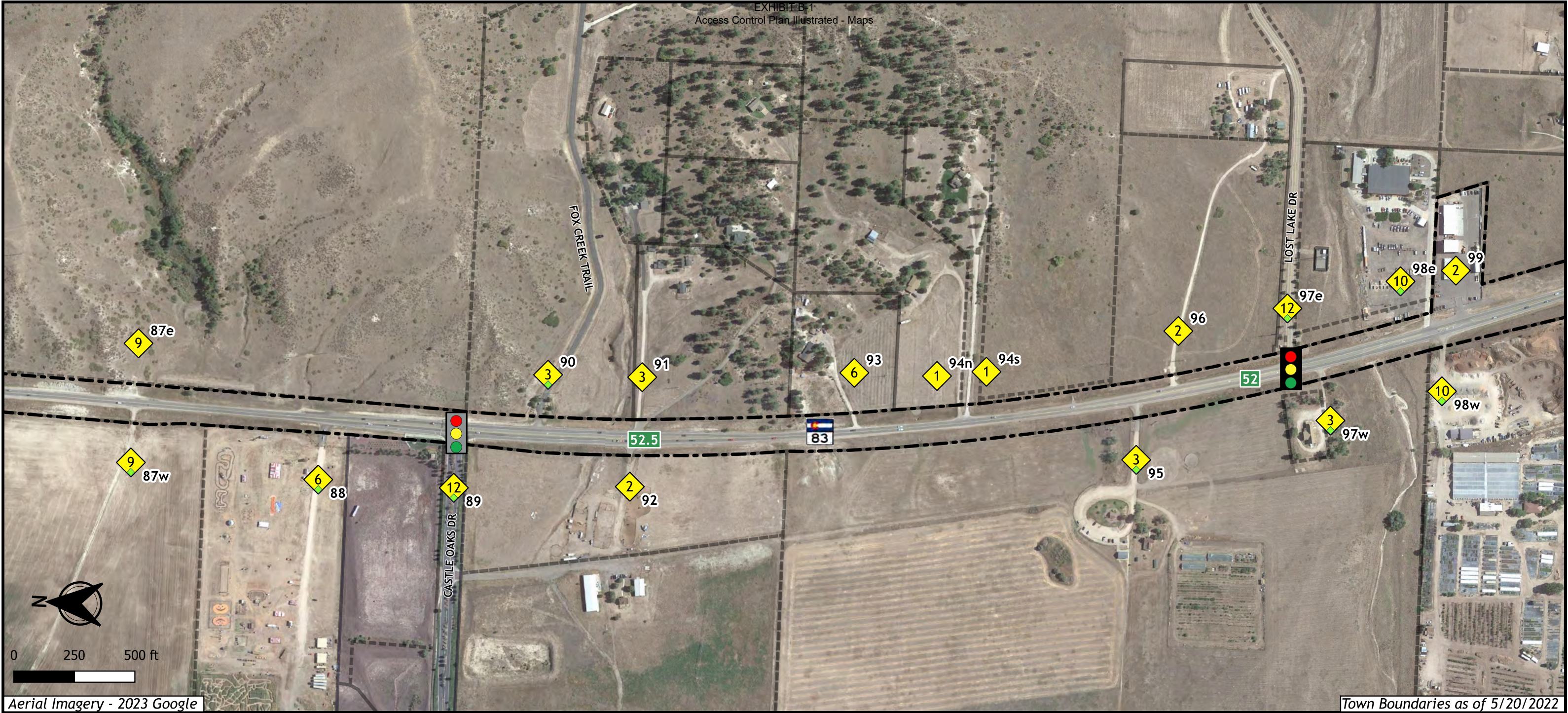


PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT



Exhibit B-1
9 of 12



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 10 OF 12





EXISTING TRAFFIC SIGNAL



POTENTIAL TRAFFIC SIGNAL



COMBINE ADJACENT ACCESSES



ACCESS TO BE CLOSED WITH REDEVELOPMENT



REVISE ACCESS IF PROPERTY REDEVELOPS,
OR IF SAFETY OR OPERATIONS ISSUES OCCUR



NEW RIGHT-IN / RIGHT-OUT



RIGHT-IN / RIGHT-OUT TO REMAIN



EXISTING 3/4 ACCESS TO REMAIN



POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)



FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED
PROVIDED ACCEPTABLE SAFETY & OPERATIONAL
CONDITIONS EXIST



RIGHT-IN ONLY



ACCESS PERMIT



MILE POST



PARKER



CASTLE ROCK



ACCESS CONTROL LINE



A-LINE OPENING



CDOT ROW

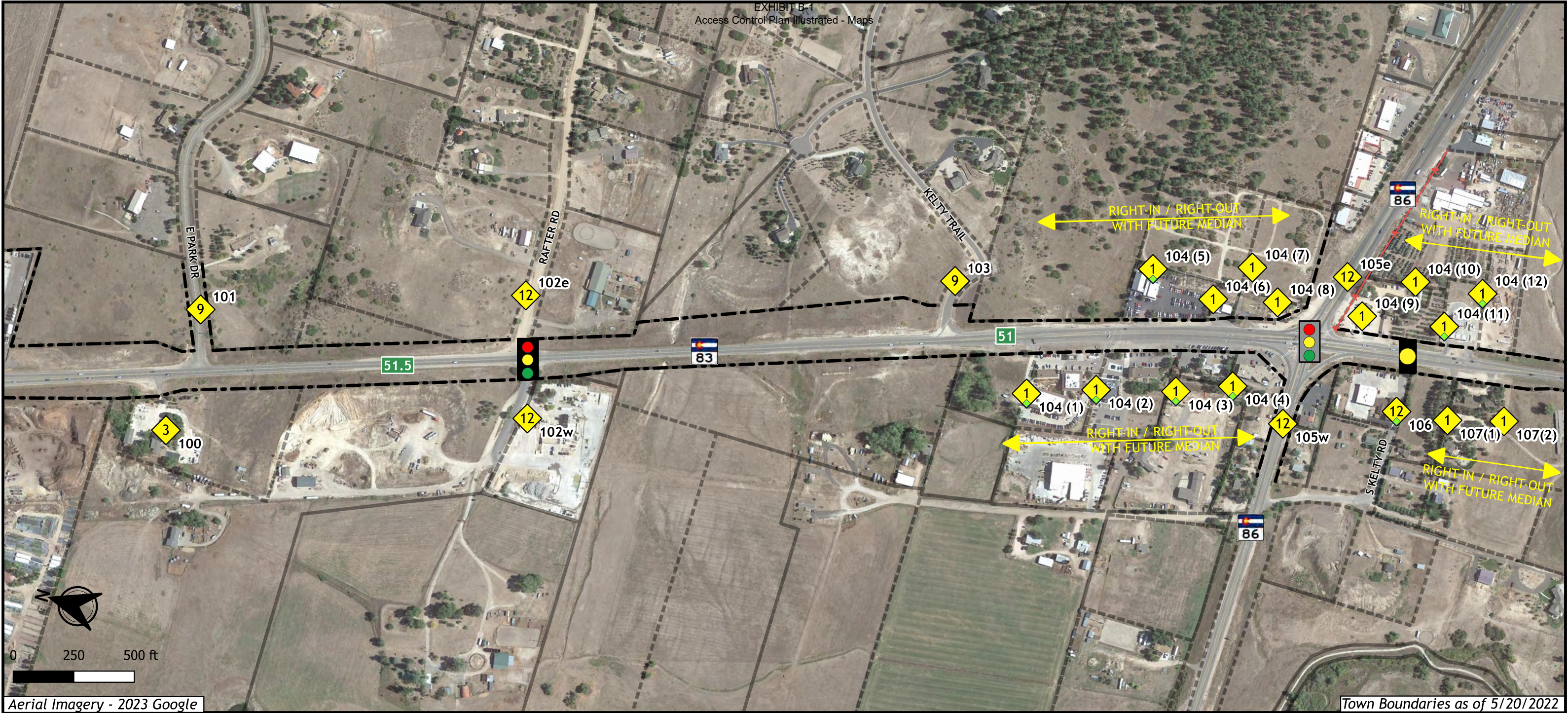


PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC
CONDITIONS RELATED TO EACH ACCESS POINT

Stolfus

Exhibit B-1
10 of 12



MAY 2, 2023

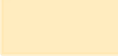
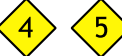
STATE HIGHWAY 83 ACCESS PLAN

SHEET 11 OF 12



COLORADO
Department of
Transportation



	EXISTING TRAFFIC SIGNAL		REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR		FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST		PARKER
	POTENTIAL TRAFFIC SIGNAL		**ONLY USED IN SH 86 ACP		**ONLY USED IN SH 86 ACP		CASTLE ROCK
	POTENTIAL EMERGENCY TRAFFIC SIGNAL		NEW RIGHT-IN / RIGHT-OUT		SIGNALIZED OR POTENTIALLY SIGNALIZED FULL MOVEMENT ACCESS		ACCESS CONTROL LINE
	COMBINE ADJACENT ACCESSES		RIGHT-IN / RIGHT-OUT TO REMAIN		RIGHT-IN ONLY		A-LINE OPENING
	ACCESS TO BE CLOSED WITH REDEVELOPMENT		EXISTING 3/4 ACCESS TO REMAIN		ACCESS PERMIT		CDOT ROW
			POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED) Exhibit B-1 11 of 12		MILE POST		PARCEL LINE

NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT





MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 12 OF 12

EXISTING TRAFFIC SIGNAL

POTENTIAL TRAFFIC SIGNAL

COMBINE ADJACENT ACCESSES

ACCESS TO BE CLOSED WITH REDEVELOPMENT

REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR

4

5

**ONLY USED IN SH 86 ACP

6

NEW RIGHT-IN / RIGHT-OUT

7

RIGHT-IN / RIGHT-OUT TO REMAIN

8

EXISTING 3/4 ACCESS TO REMAIN

9

POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)

10

FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST

11

**ONLY USED IN SH 86 ACP

12

SIGNALIZED OR POTENTIALLY SIGNALIZED FULL MOVEMENT ACCESS

13

RIGHT-IN ONLY

ACCESS PERMIT

MILE POST

PARKER

CASTLE ROCK

ACCESS CONTROL LINE

A-LINE OPENING

CDOT ROW

PARCEL LINE

Exhibit B-1
12 of 12

NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
1	63.06	R	Residential	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
2	63.06	L	Field Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
5w	62.83	L	E Valley Hi Dr	Unsignalized Full Movement	Unsignalized Full Movement	Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
5e	62.83	R	E Valley Hi Dr	Unsignalized Full Movement	Unsignalized Full Movement	Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
6	62.76	R	Residential	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
7	62.73	L	Commercial / Business	Right-in Only	Right-In Only	
8w	62.53	L	Cottonwood Dr	Signalized Full Movement	Signalized Full Movement	
8e	62.53	R	Cottonwood Dr	Signalized Full Movement	Signalized Full Movement	
9w	62.24	L	Woodman Dr	Signalized Full Movement	Signalized Full Movement	
9e	62.24	R	Woodman Dr	Signalized Full Movement	Signalized Full Movement	
10	62.19	L	SB SH 83 to WB E-470 On Ramp	Right-In Only	Right-In Only	
11	62.13	R	NB SH 83 to WB E-470 On Ramp	Right-In Only	Right-In Only	
12	62.00	L	SB SH 83 to EB E-470 On Ramp	Right-In Only	Right-In Only	
13	62.04	R	NB SH 83 to EB E-470 On Ramp	Right-In Only	Right-In Only	

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
14e	61.84	R	Crown Crest Blvd	Signalized Full Movement	Signalized Full Movement	
14w	61.84	L	EB E-470 Off Ramp	Signalized Full Movement	Signalized Full Movement	
15	61.56	L	Silverado Dr	Right-in / Right-out	Right-in / Right-out	
17	61.65	R	No Access	No Access	Right-in / Right-out	Locate as far north on the property as possible.
20	61.47	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
21w	61.45	L	Pine Ln	Signalized Full Movement	Signalized Full Movement	
21e	61.45	R	Pine Ln	Signalized Full Movement	Signalized Full Movement	
22	61.37	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
23	61.33	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
24w	61.20	L	Ponderosa Dr	Signalized Full Movement	Signalized Full Movement	
24e	61.20	R	Ponderosa Dr	Signalized Full Movement	Signalized Full Movement	
25	61.03	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
26e	60.91	R	Lincoln Ave	Signalized Full Movement	Signalized Full Movement	
26w	60.91	L	Lincoln Ave	Signalized Full Movement	Signalized Full Movement	
119	60.82	R	Commercial / Business	Right-in Only	Right-In Only	
27	60.80	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Close access when alternate access to Lincoln or Parkglenn Way is available and either with redevelopment or if safety or operational issues develop. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
28	60.76	L	Commercial / Business	Right-in / Right-out	Close Access	With redevelopment or if safety or operational issues develop.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
29w	60.70	L	Parkglenn Way	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
29e	60.70	R	Parkglenn Way	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
31	60.62	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
32	60.60	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
33	60.55	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
34	60.50	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
35	60.44	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
36	60.42	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
37	60.40	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
38	60.38	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
39	60.35	L	Mountain Man Dr	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
40	60.30	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
41w	60.23	L	Plaza Dr	Signalized Full Movement	Signalized Full Movement	
41e	60.23	R	Plaza Dr	Signalized Full Movement	Signalized Full Movement	
42	60.15	R	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
43	60.15	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. A-line opening modification required if maintained and when redevelopment occurs and/or with a public project..
44	60.13	R	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
45	60.13	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
46w	60.08	L	Long's Way	3/4 Movement	3/4 Movement	

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
46e	60.08	R	Long's Way	3/4 Movement	3/4 Movement	
47	60.02	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
48	60.01	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
49	60.01	R	Commercial / Business	Right-in / Right-out	Close Access	With redevelopment.
50	60.00	L	Private Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
51	59.92	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
52	59.91	L	Crossroads Dr	Right-in / Right-out	Right-in / Right-out	
53w	59.78	L	Mainstreet	Signalized Full Movement	Signalized Full Movement	
53e	59.78	R	Mainstreet	Signalized Full Movement	Signalized Full Movement	
54	59.66	L	Commercial / Business	3/4 Movement	3/4 Movement	
55	59.65	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
56	59.39	L	Commercial / Business (Clubhouse Dr - private road)	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
57	59.39	R	Clubhouse Dr	3/4 Movement	3/4 Movement	
58w	59.19	L	Twenty Mile Rd	Signalized Full Movement	Signalized Full Movement	
58e	59.19	R	Hilltop Rd	Signalized Full Movement	Signalized Full Movement	
59	59.04	R	East Parker Square Drive	Right-in / Right-out	Right-in / Right-out	

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
60	58.95	L	Residential	Right-in / Right-out	3/4 Movement	A-line opening modification required if relocated and when redevelopment occurs and/or with a public project. A 3/4 movement may be implemented if operational analysis supports addition of left turn movement at this location. If operational analysis does not support, access will be restricted to right-in, right-out.
62	58.60	L	No Access	No Access	Future location of proposed twenty mile road connection TBD	
63w	58.50	L	Indian Pipe Ln	Signalized Full Movement	Signalized Full Movement	
63e	58.50	R	Pine Dr	Signalized Full Movement	Signalized Full Movement	
64	58.36	R	Field Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. A-line opening modification required if relocated and when redevelopment occurs and/or with a public project.
65	58.15	R	E Shady Ridge Parkway	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
66w	57.88	R	Hess Rd	Signalized Full Movement	Signalized Full Movement	
66e	57.88	R	Hess Rd	Signalized Full Movement	Signalized Full Movement	A-line opening not wide enough. A-line modification required when redevelopment occurs and/or with a public project.
67e	57.73	R	Cockriel Dr	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
67w	57.75	L	No Access	No Access	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
69w	57.32	L	J. Morgan Blvd	Signalized Full Movement	Signalized Full Movement	
69e	57.32	R	J. Morgan Blvd	Signalized Full Movement	Signalized Full Movement	
70	57.19	L	Stroh Ranch Ct	Right-in / Right-out	Right-in / Right-out	
71	57.00	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
72	57.03	R	Bucktail Dr	Right-in / Right-out	Right-in / Right-out	

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
73w	56.86	L	Stroh Rd	Signalized Full Movement	Signalized Full Movement	
73e	56.86	R	Stroh Rd	Signalized Full Movement	Signalized Full Movement	
117	56.72	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
74	56.77	R	Field Access	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
75	56.54	R	Christianson Ln	Unsignalized Full Movement	Potentially Signalized Full Movement	Retain as emergency access only. A signal may be implemented if and when warranted per current MUTCD standards if Access 76 remains in current location. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
76	56.54	L	Christianson Ln	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. May be relocated based on sight distance considerations, but must remain a t-intersection if separated from emergency access at Access 75.
77	55.99	L	Field Access	Right-in / Right-out	3/4 Movement	With redevelopment, if it becomes future county public road. Remains RIRO if access remains private. U-turns allowed if 3/4 movement.
77w	55.61	L	No Access	No Access	Right-in / Right-out	With redevelopment.
78w	55.36	L	N. Pinery Pkwy	Signalized Full Movement	Signalized Full Movement	
78e	55.36	R	N. Pinery Pkwy	Signalized Full Movement	Signalized Full Movement	
120	55.20	L	Residential	Right-in / Right-out	Right-in / Right-out	Emergency access only.
79	55.02	L	Field Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. A-line opening modification required if maintained and when redevelopment occurs and/or with a public project.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
80	56.54	L	Scott Rd	Unsignalized Full Movement	Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. A-line opening modification required when redevelopment occurs and/or with a public project.
82w	54.22	L	Old Schoolhouse Rd	Signalized Full Movement	Signalized Full Movement	
82e	54.22	R	S. Pinery Pkwy	Signalized Full Movement	Signalized Full Movement	
83w	53.86	L	Bayou Gulch Rd	Signalized Full Movement	Signalized Full Movement	
83e	53.86	R	Bayou Gulch Rd	Signalized Full Movement	Signalized Full Movement	
84	53.51	L	Commercial / Business	Right-in / Right-out	Close Access	With redevelopment. May restrict movements with median prior to redevelopment.
85e	53.35	R	Trinity Lutheran School	3/4 Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards, and if and when cross-access agreements have been legally established for adjacent properties of interest. Once a signal is warranted and until such time as the cross access agreements are legally established and the signal is constructed, movements may be restricted if operational or safety issues develop.
85w	53.35	L	Commercial / Business	No Access	Potentially Signalized Full Movement	The 4th leg of a full movement intersection across from Access 85e may be implemented with redevelopment. Cross-access agreements are required between properties of interest upon redevelopment. A signal may be implemented if and when warranted per current MUTCD standards, and if and when cross-access agreements have been legally established for adjacent properties of interest. Once a signal is warranted and until such time as the cross access agreements are legally established and the signal is constructed, movements may be restricted if operational or safety issues develop.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
86w	53.17	L	Field Access	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. Access to close when access to 85w is available and cross-access agreements are established.
86e	53.17	R	Field Access	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. Access to close when access to 85e is available and cross-access agreements are established.
87w	52.85	L	Field Access	Unsignalized Full Movement	3/4 Movement	U-turns allowed; with future median.
87e	52.85	R	Field Access	Unsignalized Full Movement	3/4 Movement	U-turns allowed; with future median.
88	52.70	L	Commercial / Business	Unsignalized Full Movement	Right-in / Right-out	With future median.
89	52.60	L	Castle Oaks Dr	Signalized Full Movement	Signalized Full Movement	
90	52.54	R	Fox Creek Trail	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Relocate to align with Castle Oaks Dr intersection or right-in / right-out with future median.
91	52.46	R	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Close access and connect to relocated Fox Creek Trail or right-in / right-out with future median.
92	52.46	L	Commercial/Business	Unsignalized Full Movement	Close Access	With redevelopment. May restrict movements with median prior to redevelopment.
93	52.29	R	Residential	Unsignalized Full Movement	Right-in / Right-out	With future median.
94n	52.20	R	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
94s	52.19	R	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8,9}	Conditions for Implementation ^{2,3,4,5,6,8}
95	52.07	L	Hidden Mesa Open Space	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
96	52.03	R	Private Access	Unsignalized Full Movement	Close Access	With redevelopment. Access via Lost Lake Dr. May Restrict movements with median prior to redevelopment.
97e	51.95	R	Lost Lake Dr	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
97w	51.92	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Relocate to align with Lost Lake Dr intersection (97e) and make access a public road or right-in / right-out with future median.
98w	51.82	L	Commercial / Business	Unsignalized Full Movement	Unsignalized Full Movement	Realign with access 98e. Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
98e	51.83	R	Commercial / Business	Unsignalized Full Movement	Unsignalized Full Movement	Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
99	51.80	R	Commercial / Business	Unsignalized Full Movement	Close Access	Close access when alternate access to Access 98e is available and either with redevelopment or if safety or operational issues develop. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. May restrict movements with median prior to redevelopment.
100	51.66	L	Commercial / Business	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. If redevelopment occurs prior to median, relocate across from Access 101. Otherwise, restrict movements with median.
101	51.63	R	E Park Dr	Unsignalized Full Movement	3/4 Movement	U-turns allowed; with future median.
102w	51.37	L	Rafter Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	Realign with access 102e with future public improvement project. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
102e	51.37	R	Rafter Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
103	51.04	R	Kelty Trail	Right-in / Right-out	3/4 Movement	U-turns allowed; with future median.
104 (1)	50.97	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (2)	50.91	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (3)	50.85	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (5)	50.88	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (4)	50.81	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (6)	50.81	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (7)	50.80	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (8)	50.80	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
105w	50.76	L	SH 86	Signalized Full Movement	Signalized Full Movement	

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
105e	50.76	R	SH 86	Signalized Full Movement	Signalized Full Movement	
104(9)	50.72	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (10)	50.70	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (11)	50.67	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (12)	50.66	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
106	50.68	L	S Kelty Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	Full movement access contingent upon emergency vehicle purposes only. A signal may be implemented if and when warranted per current MUTCD standards for emergency vehicle access.
107 (1)	50.67	L	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
107 (2)	50.65	L	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
109	50.55	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
110	50.55	R	Residential	Unsignalized Full Movement	Close Access	With redevelopment. Access via Access 121. May restrict movements with median prior to redevelopment.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
118	50.52	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
111	50.47	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
112	50.39	L	No Access	No Access	Unsignalized Full Movement	A 4-legged full movement access may be implemented - location to be field verified. Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
121	50.39	R	No Access	No Access	Unsignalized Full Movement	A 4-legged full movement access may be implemented - location to be field verified. Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
113	50.37	R	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Combine access at full movement intersection at Access 121 or Access 115e or right-in/right-out with future median. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
114	50.37	L	Field Access	Unsignalized Full Movement	Close Access	With redevelopment. Access via Access 115w. May restrict movements with median prior to redevelopment.
115e	50.30	R	Franktown Elementary	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
115w	50.30	L	No Access	No Access	Potentially Signalized Full Movement	The 4th leg of a full movement intersection across from Access 115e may be implemented with redevelopment. Cross-access agreements are required between properties of interest upon redevelopment. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as the signal is constructed, movements may be restricted if operational or safety issues develop.

EXHIBIT D-1
Access Control Plan Table

CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

* Mile Posts defined per by the approximate CDOT reference point (milepost) (in hundredths of a mile) based on CDOT Highway Data Explorer.

¹ Oriented from south to north as mile post value increases.

² If Towns, County or CDOT improves CO 83 with a public project or if safety or operational issues develop, access modifications may be implemented.

³ Implement with development, redevelopment or use change

⁴ MUTCD - Manual on Uniform Traffic Control Devices

⁵ Unless otherwise specified, conditions listed refer to proposed configuration.

⁶ Access closures are conditional upon alternative access to the highway or local street system.

⁷ Proposed configurations may be further restricted under certain circumstances. Refer to conditions for implementation.

⁸ U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

⁹ Alternate traffic control recognized by the current MUTCD, including roundabouts, may be implemented with a traffic study justifying use at access points identified as signalized full movement.

Access ID No.	Mile Post *	Side ¹	Description	Existing Configuration	Proposed Configuration ^{7,8, 9}	Conditions for Implementation ^{2,3,4,5,6,8}
116w	49.89	L	North Russelville Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
116e	49.89	R	North Russelville Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.



Request for Town Council Action

Date: May 20, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.371 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Hess Road and Tammy Lane
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 3, 2024

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for partial construction funding for the proposed Hess Road and Tammy Lane traffic signal construction project. This IGA is needed to formalize negotiations to jointly fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

For the past several years, the Town has received comments from citizens regarding the need for a traffic signal at the Hess Road and Tammy Lane intersection. The Engineering/Public Works Department has undertaken several warrant studies per Federal standards in the past and until recently, the location did not meet minimum standards for installation of a traffic signal. The most recent warrant study, completed in 2023, revealed that traffic on Hess Road is now over 30,000 vehicles per day, and is increasing annually, which meets the minimum requirements to install a traffic signal. Due to the intersection meeting requirements for traffic signal installation and, in conjunction with construction underway on the south leg of the intersection, the Town has commenced the design effort for this capital improvement project with competitive bidding anticipated to occur in the second half of 2024.

The Town has sought and received funding from the development on the south side of the intersection for their portion of the anticipated costs. Since Douglas County's roadway maintenance facility is located on the northeast corner of the intersection, Town staff commenced discussions with Douglas County staff about potential 2024 construction funding for the traffic signal last year. Due to that coordination, Douglas County budgeted/appropriated \$200,000 for the construction of this traffic signal as part of its 2024 budget.

This Douglas County IGA would commit Douglas County to a \$200,000 funding contribution for the construction of the Hess/Tammy traffic signal project. Due to lead time of materials needed for construction, construction is not anticipated to be completed until 2025. Due to the variability in the start of construction, the IGA has a flexible construction contract award date of June 30, 2025, and a substantial completion date of June 30, 2026.

The Douglas County Board of County Commissioners is tentatively scheduled to review this IGA at their July 9, 2024, meeting.

FINANCIAL IMPACT

Funding has been appropriated for this capital improvement project in the Traffic Control Capital projects Fund (301-4293).

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Hess Road at Tammy Lane Traffic Signal IGA Vicinity Map with aerial
2. Ordinance No. 9.371

RECOMMENDED MOTION

I move to approve Ordinance No. 9.371 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.

Hess Road at Tammy Lane Traffic Signal IGA Vicinity Map



ORDINANCE NO. 9.371, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF HESS ROAD AND TAMMY LANE

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for the construction of the traffic signal at the intersection of Hess Road and Tammy Lane, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF HESS ROAD AND TAMMY LANE

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, **2024**, (the “Effective Date”) by and between the Town of Parker, a Colorado home rule municipal corporation (the “Town”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the County desire to enter into an intergovernmental agreement to share in the cost to design and construct a traffic signal at the intersection of Hess Road and Tammy Lane, (the “Project”); and

WHEREAS, the current estimated cost to design and construct the Project is approximately Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), and this amount is subject to change as the design is finalized and the Town conducts its bid opening for the Project; and

WHEREAS, the construction limits of the Project are depicted in **Exhibit A**, attached hereto, and incorporated herein; and

WHEREAS, currently, the Project is anticipated to commence in 2025.

WHEREAS, the County and the Town desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the County’s participation in the funding of the Project.

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

1. Town Responsibilities and Contribution for the Project.

The Town is responsible for managing all pre-construction activities and all construction activities associated with the Project. The Town’s responsibilities include but are not limited to the following: consulting services for surveying, design, utility coordination and utility relocates, right-of-way/easement acquisitions, obtaining all necessary local, state, and federal permits, managing the contractor(s) and consultants that provide the Town with professional services for construction management, construction inspections and material testing. The Town shall be responsible for issuing any permits required for the Project.

The Town is responsible for securing all the necessary funding for the Project in excess of the County Contribution (as defined below).

The Town is responsible for owning, operating, and maintaining all the improvements associated with the Project.

Upon written request from the County, the Town agrees to provide the County with copies of applicable Project documentation, including but not limited to the design and construction documents (plans and specifications), bid tabulations and other Project related expenditures.

Once the Town has commenced the Project advertisement for bids process, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice should be sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

After completing the Town's bid process, if the Town elects to not award a construction contract for the Project, then the Town will return the County Contribution to the County within one-hundred and twenty (120) days of the Town's decision to not award a construction contract, unless the Town decides to rebid the project. At the Town's sole discretion, the Town may decide to rebid and the Project and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Project.

2. County Responsibilities and Contribution for the Project.

The County agrees to pay the Town Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "County Contribution"). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen Project related costs or claims.

The County Contribution is due to the Town within thirty (30) days of the date that the Town notifies the County in writing that the Town has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before December 31, 2024. The County agrees to open a Douglas County purchase order to the Town within sixty (60) days of the Effective Date of this Agreement.

The County Contribution shall be applied to the cost to construct the Project. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction of the Project, which include, but are not limited to, payments to contractor(s) and consultants providing the Town with professional services for construction management, construction inspection, and material testing.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the Town does not award a construction contract before **June 30, 2025**, and unless an extension is agreed to in writing by both Parties prior to **June 15, 2025**, then the County may terminate this Agreement and the Town shall refund the County Contribution to the County.

Currently, the Town anticipates that construction will be substantially completed for the Project on or before **June 30, 2026**; provided however, that failure of the Town to substantially complete construction by such date shall not require the County Contribution to be refunded to the County provided the Town has been diligently pursuing completion of the Project.

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

5. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

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

With electronic copy sent to: contracts!@parkerco.gov

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

7. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

8. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the

Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

13. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

14. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

15. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

[Remainder of the page intentionally left blank; signatures continue on following page]

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By: _____

Date: _____

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

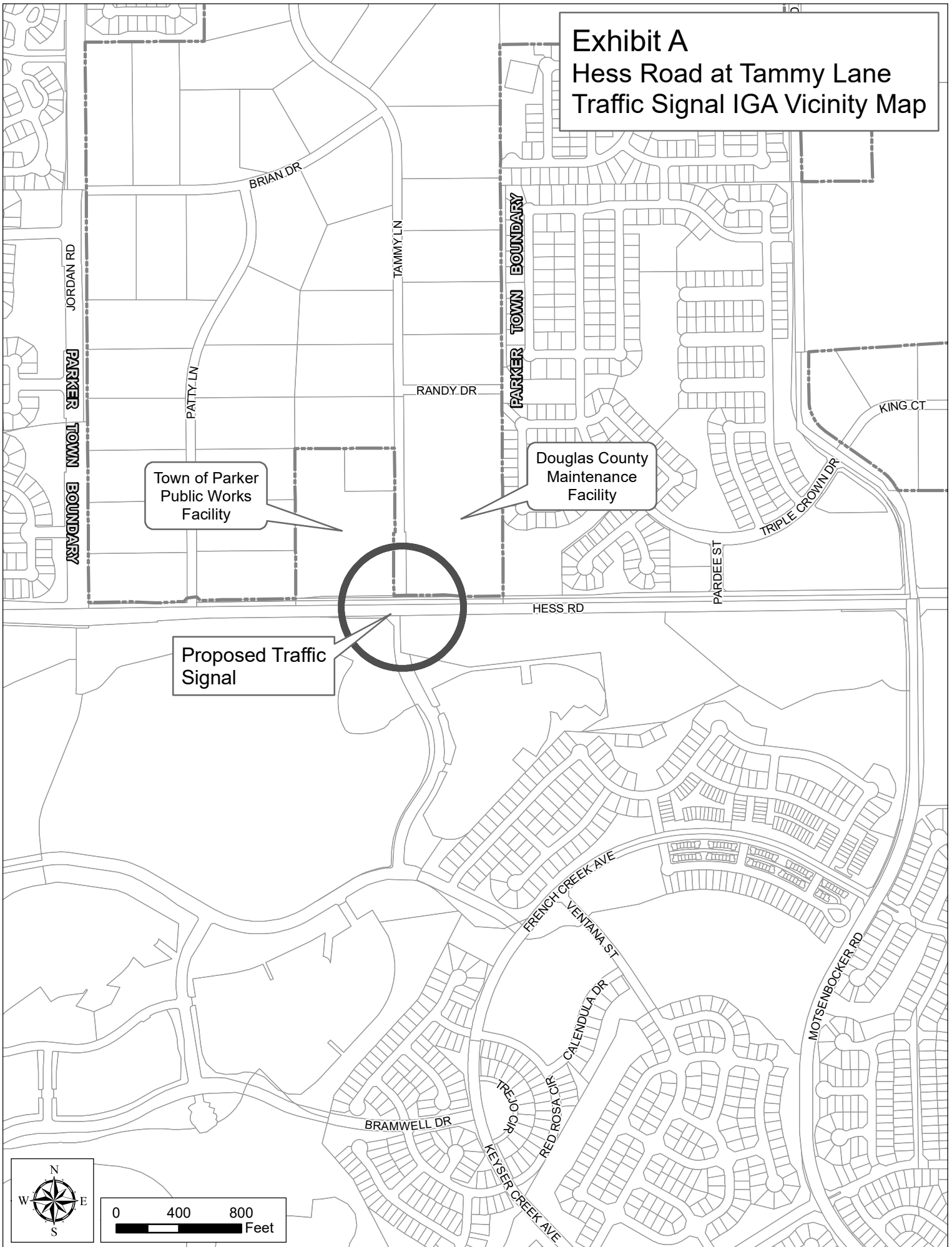
_____,
Clerk to the Board

APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Senior County Attorney

Andrew Copland, Director of Finance

Exhibit A
Hess Road at Tammy Lane
Traffic Signal IGA Vicinity Map





Request for Town Council Action

Date: May 20, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.609 - First Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Walker Farms, LLC and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 3, 2024

EXECUTIVE SUMMARY

This item is to approve an ordinance for the right-of-way purchase and sale agreement for the conveyance of real property necessary to construct the Dransfeldt Road extension capital improvement project. This agreement is needed for planned improvements to Motsenbocker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Dransfeldt Road extension project that commenced earlier this year, improvements to Motsenbocker Road between Todd Drive and Longland Parkway (Salisbury Heights Subdivision) are included in the project scope. This stretch of Motsenbocker Road is shown on the attached vicinity map for reference. This roadway will be improved (widened) to a 3-lane collector roadway section that requires additional right-of-way and easements to construct. The project also includes a widening of the current curve on Motsenbocker Road near the Tree Source – Parker plant nursery and drainage improvements to the KOA tributary.

On June 5, 2023, Town Council approved Ordinance 1.576, which authorized staff to proceed with good faith negotiations regarding acquiring of right-of-way (fee), permanent easements, and temporary construction easements along Motsenbocker Road necessary to construct the project. There are five (5) property owners along this section of Motsenbocker Road that are affected by this ordinance and one (1) of the property owners dedicated property/easements for the needed roadway improvements in the fall of 2023. The Walker Farms property consists of two (2) separate parcels at/near the Motsenbocker/Todd intersection and is the subject of this item.

One of the Walker Farms parcels is located at the southeast corner of the Motsenbocker/Todd intersection, along the south side of Motsenbocker Road and 4,258 square feet (SF) of additional right-of-way (fee) is needed to accommodate the improved Motsenbocker Road section at this location. The other Walker Farms parcel is located to the east of the PSCo/Xcel electrical substation, along the north side of Motsenbocker Road and 7,290 SF of additional right-of-way (fee) is needed to accommodate the improved Motsenbocker Road section at this location. The area of this north side acquisition increased as part of the negotiations with the property owner as the originally proposed drainage easement area was converted to a right-of-way (fee) conveyance and is included in the 7,290 square foot area. See the attached vicinity map for additional information on these acquisition locations.

FINANCIAL IMPACT

The purchase price of this acquisition is \$68,000. Funding for this acquisition has been appropriated in the Highway and Street Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY

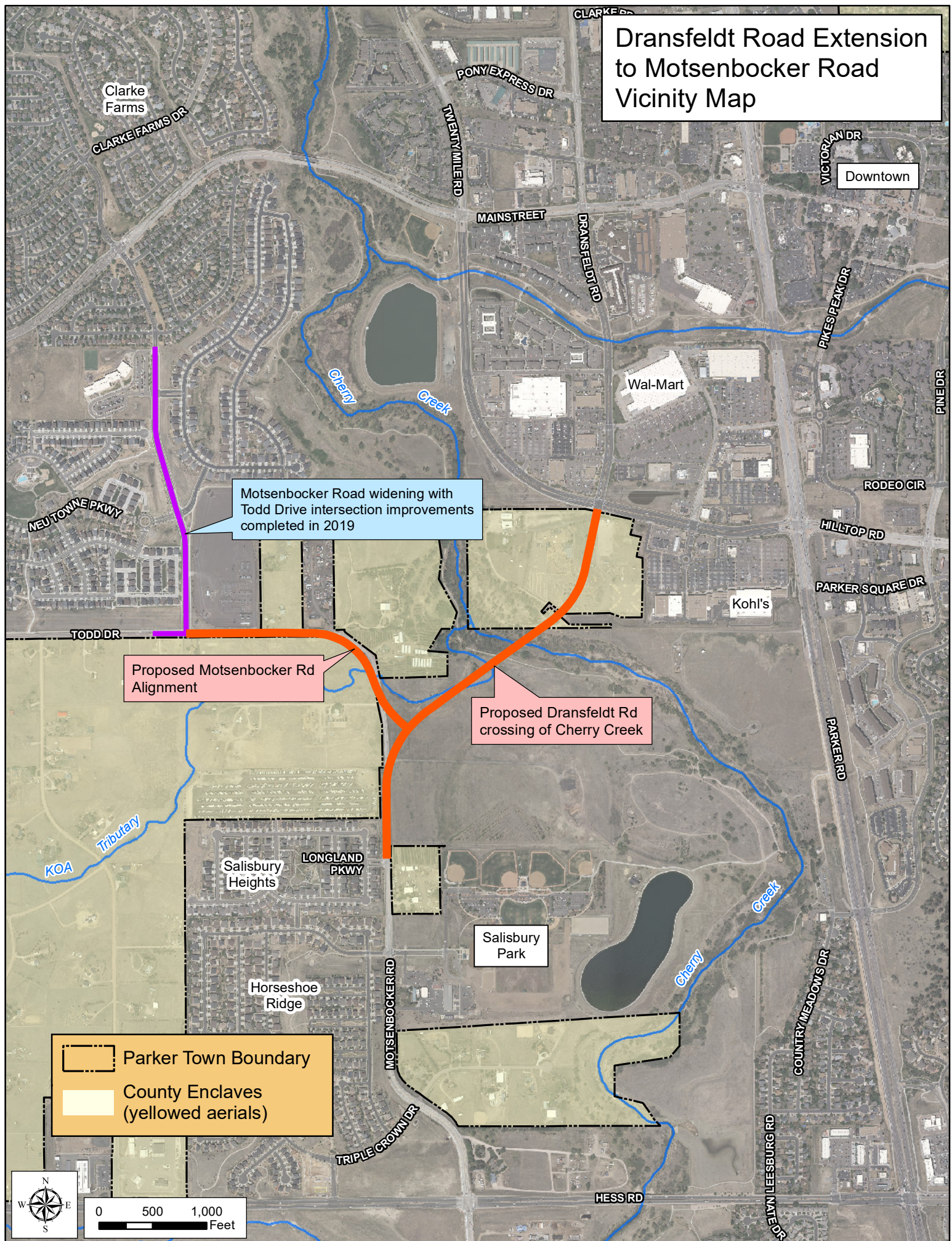
ATTACHMENTS

1. Dransfeldt Rd Extension South of 20 Mile Vicinity Map
2. Walker Farms LLC ROW Vicinity Map
3. Ordinance No. 1.609

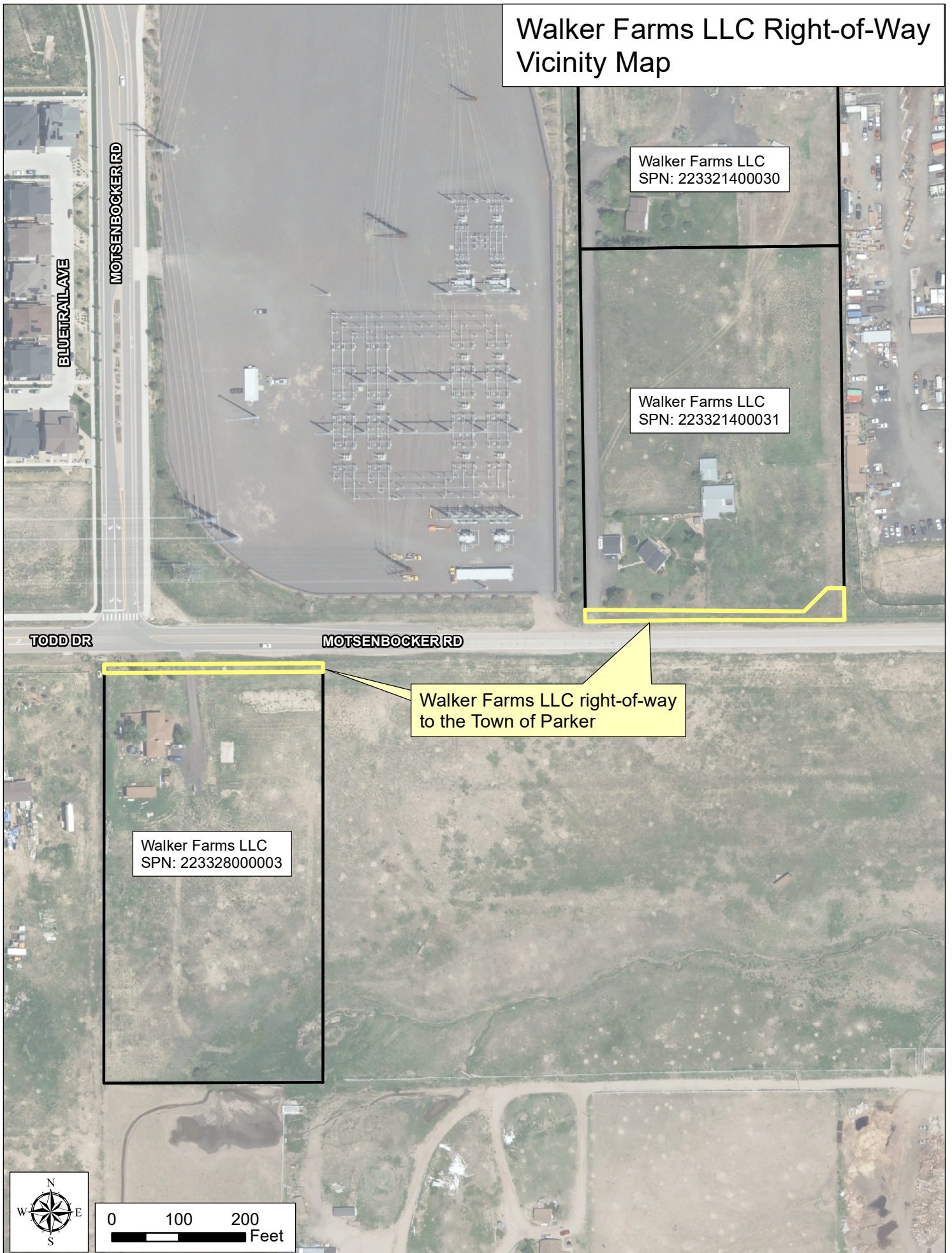
RECOMMENDED MOTION

I move to approve Ordinance No. 1.609 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map



Walker Farms LLC Right-of-Way Vicinity Map



ORDINANCE NO. 1.609, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN WALKER FARMS, LLC, AND THE TOWN OF PARKER CONCERNING MOTSENBOCKER ROAD

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 Right-of-Way Purchase and Sale Agreement by and between Walker Farms, LLC, and the Town of Parker concerning Motsenbocker Road, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 30 day of April, 2024, by and between **Walker Farms, LLC, a Colorado limited liability company**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) Two parcels of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A & B**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises;

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$68,000.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed documents at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

- 3. Merchantability of Title; Objections to Title.

- (a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the Property described in **Exhibit A & Exhibit B**, subject only to prorated general real estate taxes on the Property described in **Exhibit A and Exhibit B** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) Two Special Warranty deeds, prepared by legal counsel for the Town of Parker, conveying the property described in **Exhibit A & Exhibit B** to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on

4/22/2024

the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its

4/22/2024

contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Walker Farms, LLC
a Colorado limited liability company

BY: *Ralph Walker*

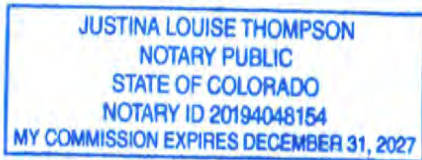
TITLE: Manager

PRINT: Ralph Walker

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The above and foregoing document was acknowledged before me this 30 day of April, 2024 by Ralph Walker as Manager of Walker Farms, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



Justina Thompson
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

3/20/2024

EXHIBIT A

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105999, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°19'00" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'15" EAST, A DISTANCE OF 330.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°19'00" EAST, A DISTANCE OF 12.88 FEET;

THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 65.61 FEET;

THENCE SOUTH 89°40'45" WEST, A DISTANCE OF 264.40 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°19'00" WEST, A DISTANCE OF 12.67 FEET TO THE **POINT OF BEGINNING**.

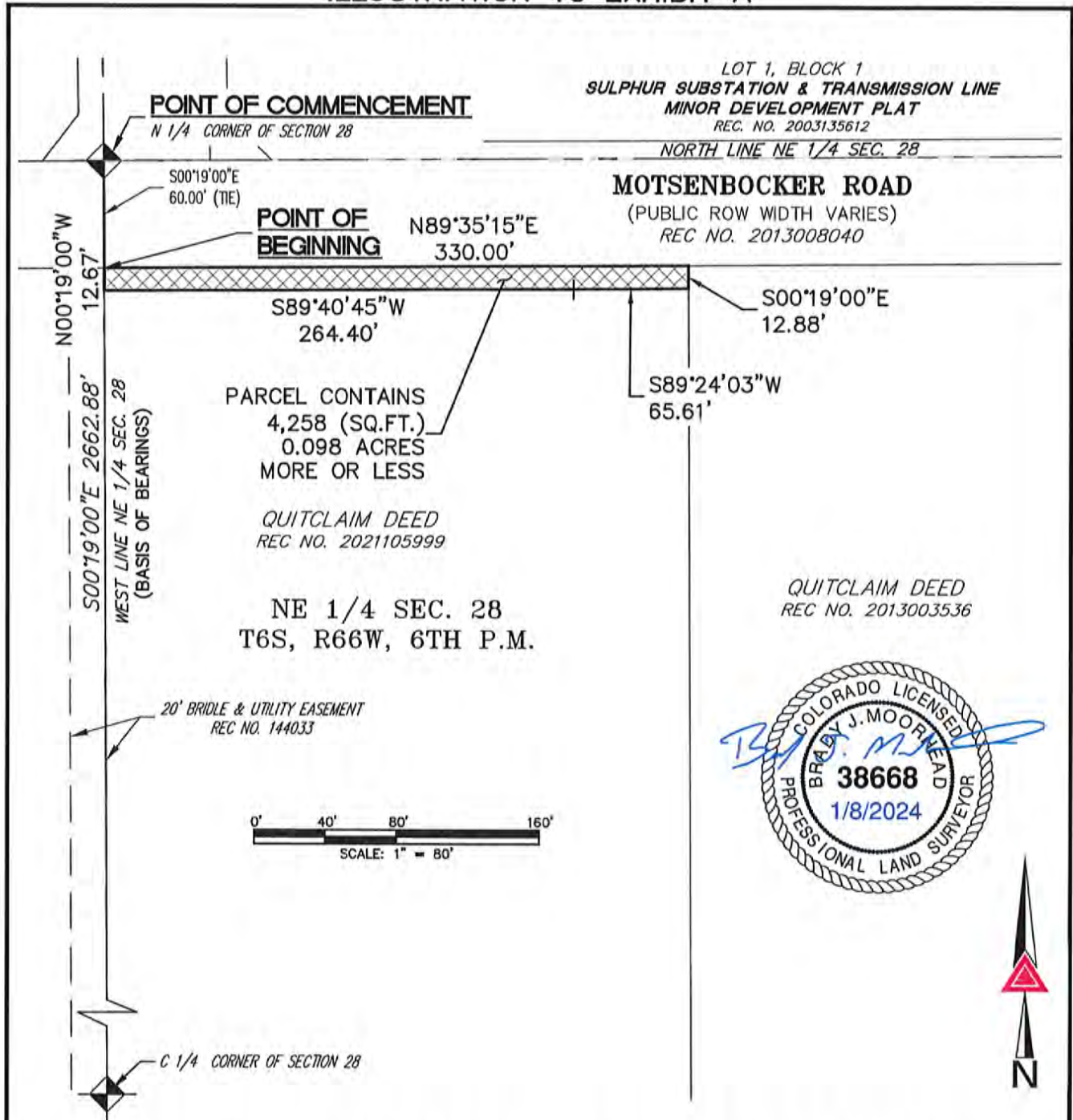
CONTAINING AN AREA OF 0.098 ACRES, (4,258 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A



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

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

PROPOSED RIGHT-OF-WAY
NE 1/4 SEC. 28, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTZENBOCKER ROAD LDS\DWG\EXHIBITS\2023-03-13 MOTZENBOCKER RD - ROW (W).DWG
JOB NUMBER: 24923-02 DATE: 3/13/2023 DWG: GLW CHK: RDS 2 OF 2 SHEETS

EXHIBIT B

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105604 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED, SOUTH 89°35'15" WEST, A DISTANCE OF 390.85 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED, NORTH 00°40'41" WEST, A DISTANCE OF 17.29 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°36'57" EAST, A DISTANCE OF 327.69 FEET;

THENCE NORTH 45°07'30" EAST, A DISTANCE OF 49.27 FEET;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 27.46 FEET;

THENCE SOUTH 46°17'09" EAST, A DISTANCE OF 0.60 FEET TO THE EASTERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°40'41" EAST, A DISTANCE OF 46.45 FEET TO THE **POINT OF BEGINNING**.

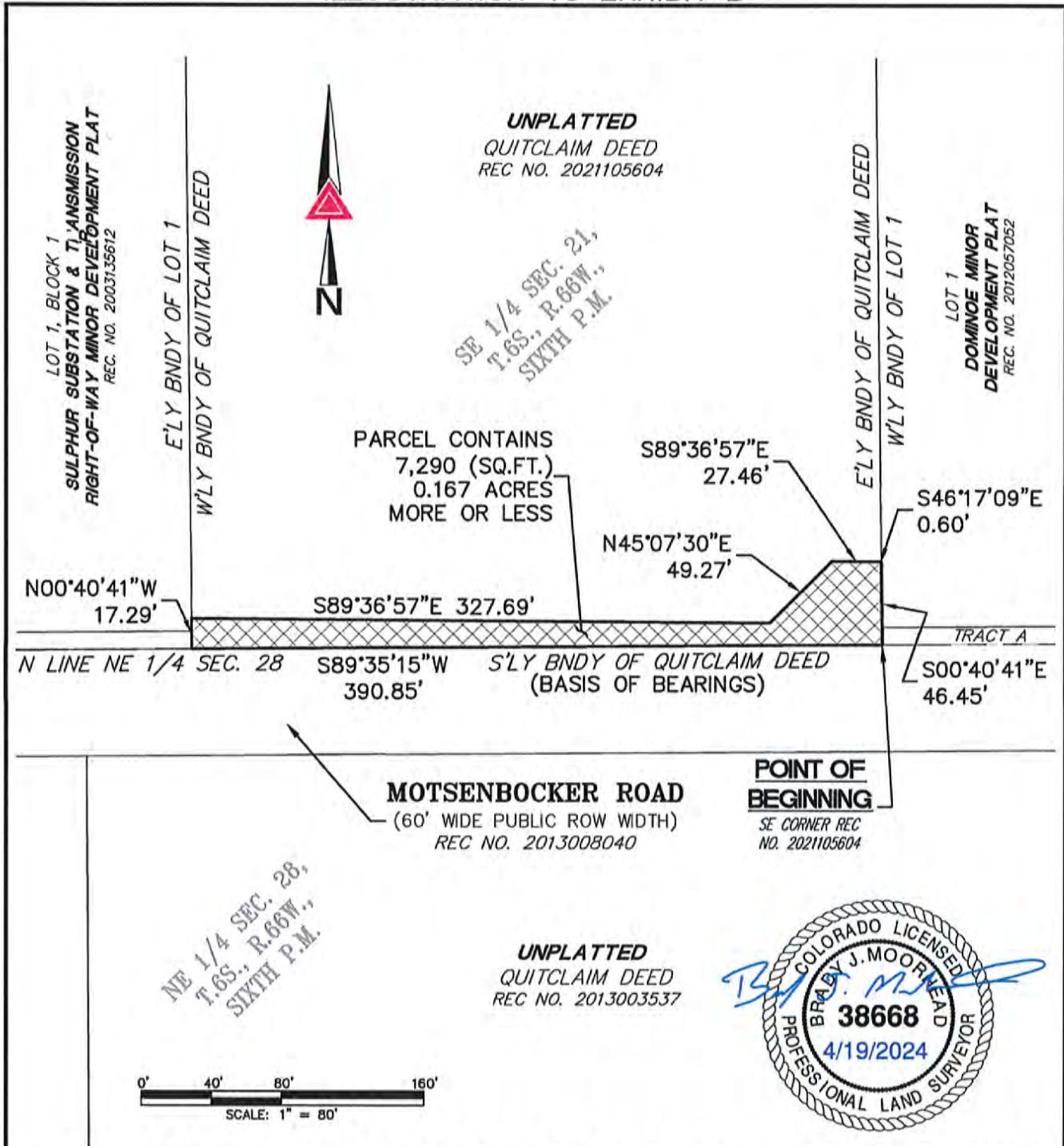
CONTAINING AN AREA OF 0.167 ACRES, (7,290 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT B



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



Request for Town Council Action

Date: May 20, 2024
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**
Department: Engineering and Public Works, Patrick Burke
Second Reading: June 3, 2024

EXECUTIVE SUMMARY

This item contains six (6) ordinances approving the Purchase and Sale Agreements for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently working on final construction drawings for an upcoming capital improvement project known as the Lincoln Avenue/Jordan Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road and Jordan Road between Stonegate Parkway and Lincoln Avenue. The roadways will be widened from a four (4) lane section to a six (6) lane section. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In July 2023, Town Council approved Ordinance No. 1.589, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Lincoln Ave necessary to construct the Project. In October 2023, Town Council approved Ordinance No. 1.592, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Jordan Road necessary to construct the Project. There are thirty-six (36) impacted parcels inside the project limits, and these ordinances address the acquisition of the required permanent and temporary easements on six (6) of the impacted parcels.

These six (6) acquisitions include approximately 6,558 square feet (SF) of permanent easement that is needed to accommodate construction of sidewalks and curb ramps and approximately 1,669 SF of temporary construction easement that is needed to restore/reconstruct portions of the parcels disrupted by construction. See the Vicinity Map attached to this memorandum.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary permanent and temporary easements, is \$186,170. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

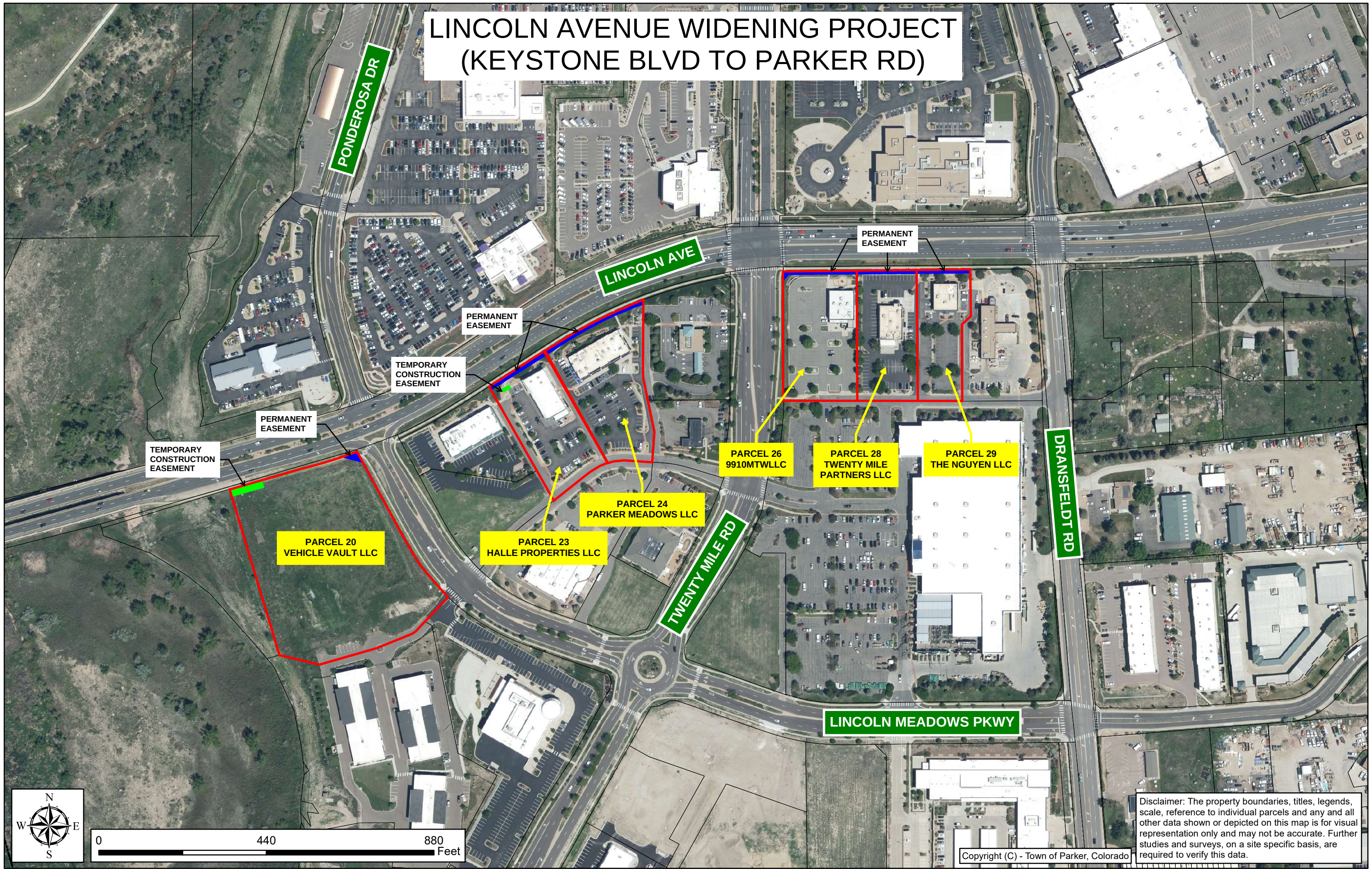
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.611
3. Ordinance No. 1.612
4. Ordinance No. 1.613
5. Ordinance No. 1.614
6. Ordinance No. 1.615
7. Ordinance No. 1.616

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.611 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.
2. I move to approve Ordinance No. 1.612 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.
3. I move to approve Ordinance No. 1.613 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.
4. I move to approve Ordinance No. 1.614 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.
5. I move to approve Ordinance No. 1.615 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.
6. I move to approve Ordinance No. 1.616 on first reading and to schedule second reading for June 3, 2024, as part of the consent agenda.

LINCOLN AVENUE WIDENING PROJECT (KEYSTONE BLVD TO PARKER RD)



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Copyright (C) - Town of Parker, Colorado

ORDINANCE NO. 1.611, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN VEHICLE VAULT LLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Vehicle Vault LLC and the Town of Parker for a Portion of Lot 4, Lincoln Meadows Filing No. 4, 1st Amendment, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 11 day of April, 2024, by and between **Vehicle Vault LLC**, a Colorado limited liability company, ("Seller") and the **Town of Parker**, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$8,450.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed documents at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable permanent easement rights described in **Exhibit A**, and temporary easement rights described in **Exhibit B**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title

commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in **Exhibit A** to Purchaser.
- (b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in **Exhibit B** to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on

1/18/2024

the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to

1/18/2024

compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the

1/18/2024

property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the

1/18/2024

Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

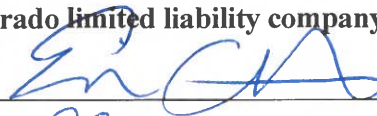
19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

SELLER

Vehicle Vault LLC,
a Colorado limited liability company

BY: 

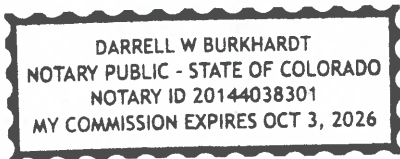
TITLE: CEO

PRINT: Erin C. Hutchison

STATE OF COLORADO)
) ss.
COUNTY OF)

The above and foregoing document was acknowledged before me this 11 day of April, 2024 by Erin Hutchison as CEO of Vehicle Vault LLC, a Colorado limited liability company.

WITNESS my hand and official seal.




Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

1/18/2024

EXHIBIT "A"

PARCEL NUMBER: PE-20

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-20, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, RECORDED SEPTEMBER 03, 2013 AT RECEPTION NO. 2013073075, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 83°00'48" EAST, A DISTANCE OF 4,296.06 FEET TO THE INTERSECTION OF THE EASTERLY BOUNDARY OF SAID LOT 4 AND THE WESTERLY RIGHT-OF-WAY OF LINCOLN MEADOWS PARKWAY RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, SOUTH 28°32'39" EAST, A DISTANCE OF 22.19 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, NORTH 75°44'11" WEST, A DISTANCE OF 39.71 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 4 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,332.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 18°33'35" WEST;

THENCE ALONG SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°16'12", AN ARC LENGTH OF 29.52 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.007 ACRES, (322 SQUARE FEET), MORE OR LESS.



DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT "B"

PARCEL NUMBER: TCE-20

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-20, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, RECORDED SEPTEMBER 03, 2013 AT RECEPTION NO. 2013073075, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 81°01'50" EAST, A DISTANCE OF 3,974.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4 AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 74°37'52" EAST, A DISTANCE OF 99.93 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, SOUTH 16°40'26" EAST, A DISTANCE OF 13.74 FEET;

THENCE SOUTH 73°08'17" WEST, A DISTANCE OF 99.91 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 16°40'21" WEST, A DISTANCE OF 16.34 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.034 ACRES, (1,502 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ORDINANCE NO. 1.612, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE NGUYEN, LLC, AND THE TOWN OF PARKER FOR LOT 4B, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between The Nguyen, LLC, and the Town of Parker for Lot 4B, Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 24 day of April, 2024, by and between The Nguyen, LLC, a Colorado limited liability company, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$20,200.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted

Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit B to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property

and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions,

covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

21. Landscaping. The Town agrees to coordinate with owner's landscaper to replace current landscaping adjacent to Lincoln Avenue from the south edge of the proposed easement with xeriscape. New xeriscape will be consistent with and tie into existing xeriscape in this area, and the total cost of the new xeriscape shall not exceed \$8,500.00.

22. Owner is responsible for updating landscaping plan with the Town of Parker Planning Department.

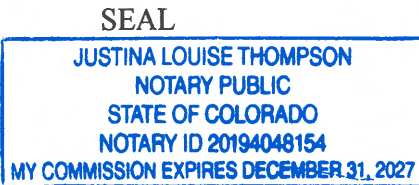
IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

The Nguyen, LLC
a Colorado limited liability company

BY: *Liem Si Nguyen*
TITLE: *Member*
PRINT: *LIEM NGUYEN*

STATE OF Colorado)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 24 day of April 2024
by *Liem Nguyen*, as *member*
of The Nguyen, LLC, a Colorado limited liability company.



Justin Thompson
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-29

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-29, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4B, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, RECORDED DECEMBER 11, 2003 AT RECEPTION NO. 2003174766, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 89°38'27" EAST, A DISTANCE OF 5,876.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 4B AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 4B, SOUTH 00°00'30" EAST, A DISTANCE OF 5.68 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'03" WEST, A DISTANCE OF 140.51 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4B;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 00°00'30" WEST, A DISTANCE OF 5.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 4B AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4B AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°29'05" EAST, A DISTANCE OF 140.51 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.018 ACRES, (798 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ORDINANCE NO. 1.613, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN HALLE PROPERTIES, L.L.C., AND THE TOWN OF PARKER FOR A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Halle Properties, L.L.C., and the Town of Parker for a Portion of Lot 3, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 29 day of April, 2024, by and between **Halle Properties, LLC, an Arizona limited liability company**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$30,900.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including a permanent easement rights described in **Exhibit A**, and temporary easement rights described in **Exhibit B** subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.
- (b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in Exhibit B to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall

be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its

contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

**Halle Properties, LLC.,
an Arizona limited liability company**

BY: [Signature]
TITLE: Agent
PRINT: Sasha Zabih

STATE OF Arizona)
COUNTY OF Marijuana) ss.

The above and foregoing document was acknowledged before me this 29th day of April, 2024 by Sasha Zabih as Agent of Halle Properties, LLC., an Arizona limited liability company.

WITNESS my hand and official seal.



[Signature]
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-23

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-23, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 85°44'08" EAST, A DISTANCE OF 4,618.09 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 3 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 3 AND SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 57°21'18" EAST, A DISTANCE OF 171.23 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 3;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 3, SOUTH 29°38'41" EAST, A DISTANCE OF 6.81 FEET;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, SOUTH 57°25'10" WEST, A DISTANCE OF 171.22 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 3;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 29°38'41" WEST, A DISTANCE OF 6.62 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.026 ACRES, (1,149 SQUARE FEET), MORE OR LESS.



DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT "B"

PARCEL NUMBER: TCE-23
May 8, 2023
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-23, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 85°37'17" EAST, A DISTANCE OF 4,652.38 FEET TO THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN 28' DRAINAGE AND UTILITY EASEMENT RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, NORTH 57°21'18" EAST, A DISTANCE OF 21.98 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY, SOUTH 32°38'42" EAST, A DISTANCE OF 8.19 FEET;

THENCE SOUTH 60°22'31" WEST, A DISTANCE OF 22.01 FEET;

THENCE NORTH 32°38'42" WEST, A DISTANCE OF 7.03 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.004 ACRES, (167 SQUARE FEET), MORE OR LESS.



DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ORDINANCE NO. 1.614, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN PARKER MEADOWS LLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Parker Meadows LLC and the Town of Parker for a Portion of Lot 3, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 7 day of May, 2024, by and between **Parker Meadows LLC, a Colorado limited liability company**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a permanent easement to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire a permanent easement from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the permanent easement shall be **\$50,100.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the permanent easement as described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's

knowledge, it comprises all of the parties who have a fee interest in the property interests being acquired herein.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the permanent easement that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct

(a) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(b) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(c) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (i) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an

admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance. The foregoing options are Purchaser's exclusive remedies against Seller for its failure to consummate this Agreement.

- (b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

**Parker Meadows LLC,
a Colorado limited liability company**

BY: _____

TITLE: Manager

PRINT: Nezor Awilda

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe

The above and foregoing document was acknowledged before me this 2 day of May, 2024 by Nezor Awilda as Manager of Parker Meadows LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



Notary Public

My commission expires:
March 20, 2028

PURCHASER:

TOWN OF PARKER

By: _____

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-24
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-24, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 88°41'06" EAST, A DISTANCE OF 5,013.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 4, SOUTH 00°00'29" EAST, A DISTANCE OF 6.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,169.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°29'18" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°56'16", AN ARC LENGTH OF 243.62 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 57°25'10" WEST, A DISTANCE OF 49.47 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 4;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 29°38'41" WEST, A DISTANCE OF 6.81 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 4 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 4 AND SAID SOUTHEASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 57°21'18" EAST, A DISTANCE OF 42.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,188.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 32°37'28" EAST;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°16'26", AN ARC LENGTH OF 254.50 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.045 ACRES, (1,961 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



;\Legals
2 OF 2

ORDINANCE NO. 1.615, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN 9910MTWLLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 2, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between 9910MTWLLC and the Town of Parker for a portion of Lot 3, Lincoln Meadows Filing No. 2, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ^{1st} day of MAY, 2024, by and between 9910MTWLLC, a Colorado limited liability company, whose address is 6085 Templeton Gap Road, Colorado Springs, CO 80923 ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$47,620.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's

knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property

and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed

upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

21. Landscaping. The Town agrees at the Town's expense to replace the current irrigated sod north of the drainage rock with like rock/xeriscape materials. The Town shall coordinate with the Purchaser's representative to assure the materials installed by the Town are consistent with the existing rock/xeriscape materials.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

**9910MTWLLC,
a Colorado limited liability company**

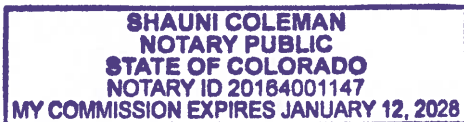
BY: Michael Wiege
TITLE: Member
PRINT: MICHAEL WIEGE

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 1 day of May 2024
by Michael Wiege, as member of
9910MTWLLC, a Colorado limited liability company.

SEAL

[Signature]
Notary Public



**PURCHASER:
TOWN OF PARKER**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-26

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-26, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 2, RECORDED JUNE 2, 2003 AT RECEPTION NO. 2003081876, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 89°35'38" EAST, A DISTANCE OF 5,577.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 3, SOUTH 00°00'30" EAST, A DISTANCE OF 5.68 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'03" WEST, A DISTANCE OF 169.94 FEET;

THENCE SOUTH 44°42'53" WEST, A DISTANCE OF 35.95 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 3 AND THE EASTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'30" WEST, A DISTANCE OF 30.58 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,188.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 02°05'37" EAST;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1 AND SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°10'54", AN ARC LENGTH OF 24.50 FEET;
2. NON-TANGENT TO SAID CURVE, NORTH 89°29'05" EAST, A DISTANCE OF 170.75 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.033 ACRES, (1,425 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



Q:1

3\Legals
2 OF 2

ORDINANCE NO. 1.616, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN TWENTY MILE PARTNERS, LLC, AND THE TOWN OF PARKER FOR A PORTION OF LOT 4A, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Twenty Mile Partners, LLC, and the Town of Parker for a Portion of Lot 4A, Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

26th THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ___ day of APRIL, 2024, by and between Twenty Mile Partners, LLC, a Colorado limited liability company, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$28,900.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted

Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit B to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the

Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives,

successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

21. Landscaping. The Town agrees to coordinate with owner's landscaper to replace current landscaping adjacent to Lincoln Avenue from the south edge of the proposed easement with xeriscape. New xeriscape will be consistent with and tie into existing xeriscape in this area, and the total cost of the new xeriscape shall not exceed \$8,500.00.

22. Owner is responsible for updating landscaping plan with the Town of Parker Planning Department.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Twenty Mile Partners, LLC
a Colorado limited liability company

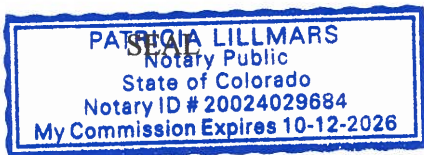
BY: _____

TITLE: _____

PRINT: _____

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 26 day of April 2024
by Thomas L. Stone, as Managing Partner of Twenty
Mile Partners, LLC, a Colorado limited liability company.



Patricia Lillmars
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-28

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-28, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4A, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, RECORDED DECEMBER 11, 2003 AT RECEPTION NO. 2003174766, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 89°35'38" EAST, A DISTANCE OF 5,577.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 4A AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4A AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°29'05" EAST, A DISTANCE OF 159.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 4A;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 4A, SOUTH 00°00'30" EAST, A DISTANCE OF 5.68 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'03" WEST, A DISTANCE OF 159.01 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4A;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 00°00'30" WEST, A DISTANCE OF 5.68 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.021 ACRES, (903 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122





Request for Town Council Action

Date: May 20, 2024
Submitted By: Amber Moreno, Human Resources Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 24-030**
A Resolution to Approve the Employment Agreement for the Town Attorney
Department: Town Council

EXECUTIVE SUMMARY

The Town Council desires to fill the vacancy in the Town Attorney position.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Attorney submitted her resignation to the Town Council, effective February 2, 2024. In response to this vacancy, the Town Council conducted a recruitment process for the Town Attorney position. The Town Council desires to employ Jamie Wynn, Deputy Town Attorney/Interim Town Attorney, as the Town Attorney, subject to the terms and conditions of the attached Employment Agreement.

FINANCIAL IMPACT

Funds for this position are included in the 2024 budget.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Resolution No. 24-030

RECOMMENDED MOTION

I move to approve Resolution No. 24-030, as part of the consent agenda.

RESOLUTION NO. 24-030, Series of 2024

TITLE: A RESOLUTION TO APPROVE THE EMPLOYMENT AGREEMENT FOR THE TOWN ATTORNEY

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

Section 1. The Town Council of the Town of Parker hereby approves the Employment Agreement for the Town Attorney, which is attached hereto as **Exhibit A** and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 20th day of May, 2024 (the “Effective Date”), by and between the Town Council of the Town of Parker, State of Colorado, a home rule municipal corporation, (the “Town”), and Jamie D. Wynn (also referred to as the “Town Attorney”), both of whom understand as follows.

RECITALS

A. Jamie D. Wynn is currently serving as the Interim Town Attorney pursuant to an Employment Agreement made and entered into as of April 16, 2022, by and between the Town and Jamie D. Wynn, as amended effective February 3, 2024, by the First Amendment to Employment Agreement (as amended, the “Prior Employment Agreement”).

B. The Town Council desires to appoint Jamie D. Wynn as Town Attorney of the Town of Parker, Colorado pursuant to Section 5.4 of the Town of Parker Home Rule Charter.

C. The Town Council desires to provide certain benefits, establish certain conditions of employment, and set working conditions for the Town Attorney.

D. The Town Council desires to provide a just means for terminating the Town Attorney’s services at such time as she may be unable to fully discharge her duties or becomes disabled, or when the Town may desire to otherwise terminate her employment for any reason.

E. Jamie D. Wynn desires to be the Town Attorney subject to the terms and conditions of this Agreement.

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

1. Duties. The Town agrees to employ Jamie D. Wynn, as Town Attorney of the Town of Parker, Colorado, as of the Effective Date to perform the functions and duties specified in the Home Rule Charter and the ordinances of the Town, as authorized by the Town Council, and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign. This shall be a full-time occupation. The Town Attorney shall not accept any legal counsel engagements while the Town Attorney, unless expressly authorized by the Town Council.

2. Term.

a. The parties understand and agree that Town Attorney is an employee at-will, and that Town Attorney may resign, or the Town may terminate Town Attorney’s employment, at any time, for any or for no reason, with or without cause, warning, or notice.

b. This Agreement shall terminate upon the termination of the Town Attorney’s employment by the Town. Nothing in this Agreement shall prevent, limit, or

otherwise interfere with the right of the Town Council to terminate the services of the Town Attorney at any time, subject to the provisions set forth in Paragraph 4 of this Agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Attorney to resign at any time from her position with the Town, subject only to the provision set forth in Paragraph 4.c., of this Agreement.

3. Salary. The annual base salary to be paid to the Town Attorney shall be Two Hundred Thirty-Eight Thousand Five Hundred Dollars (\$238,500.00), which shall be paid periodically in the same manner as other employees of the Town are paid.

In addition to such base salary, the Town Attorney shall receive such other benefits as follows with respect to services performed on and after the Effective Date:

- a. Sick leave as provided by the Town Personnel Manual.
- b. Health, dental, vision, and other insurance to the extent provided under the Town of Parker employee benefit package.
- c. Life and accidental death, long-term disability, and dismemberment insurance to the extent provided under the Town of Parker employee benefits package.
- d. Vacation leave at the standard accrual rate set forth in the Town Personnel Manual. Upon termination of this Agreement, the Town Attorney will be paid the unused portion of her accumulated vacation leave in an amount not to exceed 256 hours. The Town Attorney may not carry accumulated vacation leave in excess of 256 hours past December 31st of each year. Should the Town Manager, or designee, enact an emergency order, or otherwise extend the deadline for vacation leave carryover past December 31 of any given year, the Town Attorney shall be treated similarly to other staff and the deadline for any vacation leave of the Town Attorney in excess of the 256 hours, shall be extended to the same date put in place for Town staff members.
- e. The Town shall contribute on behalf of the Town Attorney or pay to the Town Attorney a total of twenty-five percent (25%) of the Town Attorney's paid base salary paid to her for employment as the Town Attorney during the applicable plan year (the "Retirement Allocation"), allocated as follows:

i. With respect to the 2024 plan years of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute to the 401(a) Plan an amount equal to the lesser of (y) twenty and one-half percent (20.5%) of the Town Attorney's Compensation as defined in the 401(a) Plan paid during 2024 for employment as the Town Attorney for the nonelective Employer Contribution, subject to the limitation of Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be

made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the “2024 Nonelective Employer 401(a) Plan Contribution”). In determining the amount of the 2024 Nonelective Employer 401(a) Plan Contribution, the Town Attorney’s mandatory employee contribution made or to be made for the plan year to the 401(a) Plan (including such contributions pursuant to the Prior Employment Agreement) shall be taken into account prior to determining the amount of the 2024 Nonelective Employer 401(a) Plan Contribution. The 2024 Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date (beginning with the May 31, 2024, pay date through the last pay date in 2024), until the 2024 Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the 2024 Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of the 457(b) Plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date (beginning with the May 31, 2024, pay date through the last pay date in 2024) so that such contribution is made substantially pro rata with the base salary paid during 2024 for employment as the Town Attorney until the maximum contribution under this Paragraph 3.e.i.B. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation for 2024 (which is 25% of her paid base salary as Town Attorney beginning with the May 31, 2024, pay date through the last pay date in 2024) in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the relevant portion of the 2024 plan year and the 457(b) Plan for the relevant portion of the 2024 plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31, 2025.

ii. With respect to the 2025 plan year of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute to the 401(a) Plan an amount equal to the lesser of (y) sixteen percent (16.0%) of the Town Attorney’s Compensation as defined in the 401(a) Plan paid during 2025 for employment as the Town Attorney for the nonelective Employer Contribution, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits

applicable to such 401(a) Plan under the Code (such contribution, the “2025 Nonelective Employer 401(a) Plan Contribution”). In determining the amount of the 2025 Nonelective Employer 401(a) Plan Contribution, the Town Attorney’s mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The 2025 Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date in 2025 until the 2025 Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the 2025 Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of the 457(b) Plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid during 2025 for employment as the Town Attorney until the maximum contribution under this Paragraph 3.e.ii.B. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the 2025 plan year and the 457(b) Plan for the 2025 plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31, 2026.

iii. With respect to the 2026 and subsequent plan years of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute annually to the 401(a) Plan an amount equal to the lesser of (y) fifteen percent (15.0%) of the Town Attorney’s Compensation as defined in the 401(a) Plan paid during the applicable plan year for employment as the Town Attorney for the nonelective Employer Contribution, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the “Nonelective Employer 401(a) Plan Contribution”). In determining the amount of the Nonelective Employer 401(a) Plan Contribution, the Town Attorney’s mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The Nonelective Employer 401(a) Plan Contribution shall be made with

respect to each pay date in the applicable plan year until the Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute annually to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of the 457(b) Plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid during the applicable plan year until the maximum contribution under this Paragraph 3.e.iii.B. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year and the 457(b) Plan for the applicable plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31st of the year following the applicable plan year of such contributions.

The Town Attorney shall contribute such mandatory employee contribution as she is required by the 401(a) Plan to contribute to the 401(a) Plan, currently eight percent (8%) of her Compensation as defined in the 401(a) Plan, subject to any 401(a) Plan limits taking into account the contribution limits of such plan and the contribution limits applicable to such plan under the Code. The Town Attorney may participate in the 457(b) Plan maintained by the Town and described in Code Section 457(b).

iv. The Town Attorney shall be liable for payment of any and all federal, state, and local income taxes imposed with respect to her participation in, contributions by her or on her behalf to, and distributions from the 401(a) Plan and the 457(b) Plan. The Town Attorney shall be liable for her share of the applicable Medicare taxes and additional Medicare taxes on both her and the Town's 457(b) contributions to the 457(b) Plan and her mandatory employee contributions to the 401(a) Plan. The Town shall be responsible for its share of the applicable Medicare taxes on the Town Attorney's and the Town's contributions to the 457(b) Plan and for the Town's share of the applicable Medicare taxes for the Town Attorney's mandatory employee contributions to the 401(a) Plan.

v. The 401(a) Plan and the 457(b) Plan shall be operated and maintained in accordance with the Code and the rules and regulations promulgated under the Code and all contributions to such plans shall be in accordance with the terms of such plans.

vi. For purposes of this Agreement, “401(a) Plan” means the Town of Parker Employees Money Purchase Pension Plan, as amended from time to time, and “457(b) Plan” means Town of Parker (457(b)) Deferred Compensation Plan, as amended from time to time.

f. Holiday, military leave, jury duty leave, witness leave, and election leave to the extent provided under the Town of Parker employee benefit package.

g. Professional liability insurance for the Town Attorney’s performance of services under this Agreement.

h. Payment of any compensation to the Town Attorney shall be subject to all withholdings, including, but not limited to, taxes and benefit premiums, required or authorized by law.

4. Termination and Severance Pay.

a. Severance Pay

i. In the event of the Town Attorney’s Involuntary Termination (as defined below) or Termination for Good Reason (as defined below), the Town Attorney shall be entitled to severance pay in the amount described in Paragraph 4.a.ii. at the time described in Paragraph 4.a.iii.

ii. The Severance Amount shall be an amount equal to one-half of the Town Attorney’s annual base salary as set forth in Paragraph 3.

iii. The Severance Amount, if any, shall be payable on the day of the Town Attorney’s termination.

iv. Notwithstanding anything to the contrary in this Agreement, the Town shall have no obligation to pay the Severance Amount in the event that the Town Attorney is terminated for Cause (as defined below), is terminated due to death or Disability (as defined below), or resigns her employment (other than in a Termination for Good Reason).

b. For purposes of this Agreement:

i. “Involuntary Termination” means a termination of the Town Attorney’s employment by the Town by action of the Town Council, where the Town Attorney is willing and able to perform the duties of Town Attorney and has not consented to such termination. For the avoidance of doubt, an Involuntary Termination does not include a termination for Cause or a termination due to the Town Attorney’s death or Disability.

ii. “Termination for Good Reason” means that the Town Attorney has resigned from her employment with the Town following the occurrence of one or more of these events:

- A. a reduction in her salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all Town employees;
- B. a failure of the Town to comply with any other provision of this Agreement benefiting the Town Attorney that constitutes a material breach of this Agreement; or,
- C. a formal request by the Town Council that the Town Attorney resign (other than a request due to an occurrence that would constitute Cause);

provided, however, that, with respect to an event described in A. or B. above, no termination shall be a Termination for Good Reason unless the initial occurrence of such event is after the Effective Date, the Town Attorney has provided written notice to the Town Council within ninety (90) days of the initial occurrence of such event, such notice describes such event with particularity and refers to Paragraph 4.b.ii. of this Agreement, the Town has not cured or remedied such event within thirty (30) days of receiving such notice, and the Town Attorney has resigned within thirty (30) days of the end of such cure period.

iii. “Cause” means the Town Attorney’s conviction of, or the entering of a plea of guilty or “no contest” with respect to, a crime constituting a felony or a crime involving fraud, dishonesty or moral turpitude under state or federal law.

iv. “Disability” means the Town Attorney’s inability to perform the essential functions of her position, with or without a reasonable accommodation that does not impose an undue hardship on the Town, because of a physical or mental impairment, for a minimum period of twelve (12) weeks in any one (1) year.

c. In the event that the Town Attorney voluntarily resigns her position with the Town (other than in a Termination for Good Reason), the Town Attorney shall give the Town one (1) month’s written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to by the Town Attorney and the Town.

d. Upon termination of her employment by the Town, the Town Attorney is entitled to and shall receive payment for all accrued but unused sick and vacation time as provided in the Town Personnel Manual and Paragraph 3.d. of this Agreement, respectively.

5. Other Terms and Conditions of Employment.

a. The Town Council and Town Attorney shall mutually agree to any such other terms and conditions of employment as they may determine from time to time, relating to the performance of the Town Attorney, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter and ordinances of the Town, or any other law.

b. The Town Council shall conduct an annual performance evaluation with the Town Attorney. The evaluation shall be on the basis of mutually agreed performance indicators and standards that reflect the specific job duties of the position.

c. Subject to such amounts as may be budgeted, the Town Council, in its sole discretion, agrees to pay the professional dues and subscriptions of the Town Attorney necessary for her continuation and full participation in national, state and local bar associations and organizations necessary and desirable for her continued professional participation, growth and advancement and to satisfy the registration, educational and other requirements to maintain a license to practice law in the State of Colorado pursuant to C.R.C.P. 227 and 260, as amended, and for the good of the Town.

d. Subject to such amounts as may be budgeted, the Town Council, in its sole discretion, agrees to allocate the time and pay the travel and subsistence expenses of the Town Attorney for professional and official travel, meetings and occasions adequate to continue the professional development of the Town Attorney and to adequately pursue necessary official and other functions for the Town, including, but not limited to, the annual and winter conference of the Colorado Municipal League, the Metro City Attorneys organization, and such other national, regional, state and local government groups and committees thereof which the Town Attorney serves as a member and are related to her employment position with the Town of Parker as approved by the Town Council.

e. The Town Council also agrees to budget and pay for the travel and subsistence expenses of the Town Attorney for short courses, institutes, and seminars which in the sole opinion of the Town Council are necessary for her professional development and the good of the Town.

e. The Town Council agrees that the Town Attorney is authorized to retain special counsel, approved by the Town Council and subject to annual budget appropriation, concerning litigation matters; the enforcement of ordinance violations in the Town of Parker Municipal Court; as legal advisor to the Town of Parker Special Licensing Authority; and for other legal matters deemed necessary by the Town Attorney.

f. The Town Council agrees that the Town Attorney is authorized to hire legal assistants, contract administrators, and deputy and assistant attorneys to serve at the will of the Town Attorney. The Town Council further agrees that such individuals shall be compensated by the Town within the salary range established by the Town for such positions and will receive the benefits set forth in the Town Personnel Manual, as amended, as determined by the Town Attorney, subject to annual budget and appropriation of the Town Council.

6. Indemnification. In the event that the Town Attorney is made or is threatened to be made a party to any action, suit or proceeding, by reason of the fact that Town Attorney is or was an employee of the Town Council or the Town, or is or was serving at the request of the Town Council or Town, the Town Attorney shall be indemnified and held harmless by the Town Council with respect to all liabilities in such action, suit or proceeding, except any judgment or liability for punitive damages awarded against the Town Attorney for wanton, reckless or intentional

wrongdoing committed by the Town Attorney, unless the Town adopts a resolution in the manner provided by C.R.S. § 24-10-118(5), as amended.

7. Disability. If the Town Attorney is unable to perform her duties because of a Disability, the Town shall have the option to terminate Town Attorney's employment. Notwithstanding anything to the contrary contained herein, the Town Attorney shall remain eligible for short term or long term disability benefits as provided in the Town of Parker employee benefit package and the Town Personnel Manual and subject to the terms and conditions of the applicable plans.

8. General Provisions.

a. The text herein shall constitute the entire agreement between the parties. This Agreement supersedes the Prior Employment Agreement as of the Effective Date.

b. This Agreement shall become effective on Effective Date.

c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

d. Compliance with Article X, Section 20. It is the intent of the Town and Town Attorney to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado, including, in particular, subsection 4(b) thereof, as approved by the voters on November 3, 1992 ("Amendment 1"). Therefore the parties agree that this Agreement is subject to an annual appropriation by the Town Council and that the failure to make such appropriation, unless such action is the result of a prior termination of the Town Attorney, shall be deemed to be an occurrence described in Paragraph 4.b.ii.B. The parties further agree and acknowledge that the Town has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Paragraph that the Town shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Town Attorney's employment is terminated.

e. Sections 409A and 457(f). The intent of the parties hereto is that this Agreement comply with and be operated in compliance with Code Sections 409A and 457(f) so that no payments and benefits under this Agreement be subject to any additional tax or interest imposed by Code Section 409A or inclusion in gross income at any time earlier to actual payment pursuant to Code Sections 409A or 457(f), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and operated in accordance with such intentions. The Town Attorney shall, at the request of the Town, take any action (or refrain from taking any action) required to comply with any correction procedure promulgated pursuant to Code Section 409A. No Severance Pay shall be paid unless and until the Town Attorney has had a "separation from service" for purposes of Code Section 409A, and, to the extent necessary to prevent the imposition of additional tax or interest under Code Section 409A, termination of the Town Attorney's employment (or

any similar term used in this Agreement) shall mean the Town Attorney's "separation from service" for purposes of Code Section 409A. The intent of the parties hereto is that the Severance Pay shall not constitute non-qualified deferred compensation under Code Section 409A and the Treasury Regulations and guidance under Code Section 409A and that payment of the Severance Pay shall be a "short-term deferral" within the meaning of Treasury Regulation Section 1.409A-1(b)(4) and Proposed Treasury Regulation Section 1.457-12(d)(2) (or any successor regulation), a payment upon involuntary separation from service or severance of employment for purposes of Code Sections 409A or 457(f), respectively, or otherwise not be subject to Code Sections 409A or 457(f), and this Agreement shall be construed and operated in accordance with such intentions. To the extent required to prevent any payment or benefit under this Agreement from becoming subject to additional taxes or penalties under Section 409A of the Code, the Town Attorney shall not have the right to determine the time of payment of any payment or benefit under this Agreement.

f. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law provisions. Venue and jurisdiction will be in the Colorado state or federal courts. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

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

TOWN COUNCIL OF THE TOWN OF
PARKER

By:

Jeff Toborg, Mayor

Date

ATTEST:

Chris Vanderpool, Town Clerk

Jamie D. Wynn
Town Attorney

Date



Request for Town Council Action

Date: May 20, 2024
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: **CANCEL THE JULY 1, 2024 TOWN COUNCIL MEETING AND
RESCHEDULE THE MEETING FOR JULY 8, 2024**
Department: Town Council

EXECUTIVE SUMMARY

The purpose of this agenda item is to cancel the July 1, 2024, regular Town Council meeting and reschedule that meeting for July 8, 2024.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Monday, July 1, 2024, is not available due to extended holiday time taken by Town Councilmembers and Town staff. As a result, the Town Council desires to cancel the July 1, 2024, regular Town Council meeting and reschedule this meeting for Monday, July 8, 2024.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 20, 2024
Submitted By: John Mounier, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **2024 Townwide Preservation Program (CIP24-002)**
Amount: **\$1,917,839.99**
Contractor: **Vance Brothers, Inc.**
Department: **Engineering and Public Works, John Mounier**

EXECUTIVE SUMMARY

The Town's asphalt roadway infrastructure needs to be maintained through annual maintenance programs. The Town performs this asphalt preservation portion of the work with the use of outside contractors that specialize in asphalt surface preservation. This contract and the associated work is critical to maintaining our roadway network that promotes safe and consistent vehicular travel for our growing community.

This item is to award a renewed contractor agreement with Vance Brothers, Inc., for the 2024 Townwide Preservation Program (CIP 24-002) in the amount of \$1,917,839.99 (the Engineer's Estimate was \$1,865,500).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 20, 2023, Town Council approved the 2023 Townwide Preservation Program (CIP 23-003) contractor agreement with Vance Brothers, Inc. Vance Brothers, Inc., was the lowest responsible bidder in the competitive bid process for the 2023 Townwide Preservation Program. Last year's Townwide Preservation Program included an option to renew for subsequent years (with price adjustment) for similar work. That option specified prices or discounts described in the contract documents shall prevail during the specified term of the contract, at which time the Town shall have the option to renew the contract for two (2) additional one-year periods. During the option period, the Town will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the trade contractor of a price adjustment.

As demonstrated, Vance Brothers, Inc., was successful with last year's Townwide Preservation Program. They were invited to provide a bid/estimate for the 2024 Townwide Preservation Program (CIP 24-002). Upon review by staff, it was found that Vance Brothers, Inc., maintained some of last year's bid item unit pricing where possible. The overall cost for the program is 2.80% above the engineer's estimate. For the few items that showed a price increase, a written/verbal explanation was requested and received, which proved to be reasonable, and

prices were mutually agreed upon. The increased cost is directly attributed to the rise in raw materials and labor costs across the front range of Colorado due to current construction demands. In addition to last year's preservation program, Vance Brothers, Inc., has successfully completed several other Town projects in past years.

Work includes, but is not limited to, cleaning and preparing the existing asphalt surface, full-depth asphalt patching where needed, slurry and seal-coat preservation applications, utility adjustment and updating and replacing traffic markings. The negotiated price is \$1,917,839.99. Town staff recommends moving forward with the contract award.

FINANCIAL IMPACT

Funding for this annual maintenance program has been appropriated in the 2024 Engineering/Public Works, Streets Division Repair and Maintenance (R&M) General Fund Account (101-4310-3446). No other financial impacts are anticipated at this time.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 20, 2024
Submitted By: Meagan Nakashima, Deputy Recreation Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **First Amendment to Agreement for Professional Services (RFP-23-006)**
Amount: **100,000+**
Contractor: **Nothing But Net - Elite Basketball Coaching**
Department: **Parks, Recreation and Open Space, Mary Colton**

EXECUTIVE SUMMARY

The Parks and Recreation Department partners with Nothing but Net - Elite basketball coaching to provide youth basketball camps, clinics, academies, and small group/one-on-one training throughout the year, which results in varying revenues based on participation.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parks and Recreation Department has partnered with Nothing But Net (NBN) - Elite Basketball Coaching since 2009 to provide basketball camps, clinics, academies and small group/one-on-one training for the Parker community. The popularity of the program remains high due to the excellent quality of the instruction and high-profile professional basketball players that are brought in each year for the featured summer camp. The amount paid to the contractor has consistently exceeded \$100,000. Therefore, the contractor has proposed an adjustment to the revenue split between the contractor and the Town, which is provided in the proposed amendment. Additionally, the amendment would adjust the term of the agreement to match up to the dates when the contractor adjusts their rates for more efficient contract management.

FINANCIAL IMPACT

The financial impact varies annually based on the participation rates and overall revenue, but it is estimated the total contract will be at or exceed the \$100,000 threshold annually.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PROCLAMATION

National Public Works Week 2024

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of Parker, and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from state and local governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Parker to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities, and

WHEREAS, the American Public Works Association has celebrated the annual National Public Works Week since 1960, and

NOW, THEREFORE, I, Jeff Toborg, Mayor of the Town of Parker, do hereby designate May 19-24, 2024, as

National Public Works Week

I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protect our national health safety and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 20th day of May 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: May 20, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.372 – Second Reading**
A Bill for an Ordinance to Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210

Department: **Community Development, Mary Munekata**
Community Development, Stacey Nerger
Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The requested action is a major milestone in the Land Development Ordinance (LDO) Modernization Project that will comprehensively update the Town's development standards and regulations. The proposed Ordinance No. 3.372, upon approval, will update the Town's administrative regulations, process and most development standards.

The Parker LDO, Title 13 of the Municipal Code, contains standards and regulations that govern land use, development, and growth within the Town. The LDO's purpose is to "...preserve and promote the public health, safety and welfare of the inhabitants of the Town and the public generally and encourage and facilitate the orderly growth of and expansion of the Town." The proposed ordinance will allow for the repeal and adoption of sections of the LDO that relate to general provisions, definitions, administration, land use review processes, development standards and signs. Section 13.04, Zoning Districts, is excluded from the ordinance and will be presented at a future date in conjunction with a required Zoning Map amendment.

The LDO is an important tool to implement the vision and goals of the Parker 2035 Master Plan that guides future growth and development in the Town. The LDO Modernization Project is the first comprehensive update to the LDO since its adoption when Parker was incorporated in 1981. The new LDO incorporates modern, efficient processes and facilitates a more transparent, user-friendly, and predictable approach to growth and development for citizens, property owners, local businesses, developers and Town staff.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Purpose & Need

The Parker LDO was originally adopted in 1981 from Douglas County zoning as part of the incorporation of the Town. It includes administrative provisions, development standards and zoning regulations governing the use and development of land throughout the Town. Portions of the LDO have remained unchanged for over 40 years, while others have been amended and expanded incrementally over time in response to growth issues, changing market conditions and Town Council priorities. The incremental updates and revisions to the LDO have created gaps, inconsistencies and ambiguity within the regulations. This has resulted in challenges using the LDO and sometimes inconsistent outcomes for the public, development community and Town as the LDO is interpreted and implemented.

In 2018, the Town Council authorized Community Development staff to initiate the process for updating the existing LDO. The LDO Modernization Project ensures that the Town's development standards and zoning are better aligned with the Parker 2035 Master Plan. The updated LDO will provide a more transparent, modern and efficient approach to how the Town manages future growth and development by aligning the regulations with the vision, goals and policies of the Master Plan, as well as other adopted planning documents.

The goals that have guided the LDO Modernization Project include the following:

- Better align with the Parker 2035 Master Plan;
- Make development approvals more consistent and predictable;
- Clarify what is expected of applicants, developers, and property owners;
- Enhance the standards for development quality;
- Increase the transparency and efficiency of the development review process;
- Establish user-friendly standards and regulations that are transparent, incorporate best practices and reflect modern zoning principles.

Process & Approach

Phase 1 – Outreach and Project Charter:

The LDO Modernization Project commenced in October, 2018 with Phase 1 (of 2) led by Community Development staff with the assistance of project consultant Clarion Associates.

Phase 1 included community engagement and analysis of the current LDO resulting in a Diagnostic Report, Annotated Outline and a Project Charter. The Project Charter is the road map for how the comprehensive update of the LDO is to be carried out. Since the project began, the staff has conducted extensive public and stakeholder outreach. The input from Town residents, developers, business/property owners, Planning Commission and the Town Council has been incorporated throughout the process.

Phase 2 – Modernize the LDO based on the LDO Project Charter, Annotated Outline and Outreach:

Upon successful completion of Phase 1 and Town Council direction to proceed with Phase 2,

staff and the project consultant began drafting the revised LDO. The resulting three (3) Modules were prepared and discussed with the Town Council:

- **Module 1 - Zoning Districts and Uses:** This was completed and a summary of the public draft with proposed changes was presented to the Planning Commission at the April 23, 2020, Study Session and to Town Council at the April 13, 2020, Study Session. The Town Council indicated its support and gave staff direction to proceed to Module 2.
- **Module 2 - Development Standards:** This was completed and a summary of the public draft with proposed changes was presented to the Planning Commission at the July 8, 2021, Study Session and to Town Council at the June 14, 2021, Study Session. The Town Council indicated its support and gave staff direction to proceed to Module 3.
- **Module 3 - Administration and Procedures:** This was completed and a summary of the public draft with proposed changes was presented to the Planning Commission at the October 13, 2022, Study Session and to Town Council at the October 10, 2022, Study Session. The Town Council indicated its support and gave staff direction to proceed with project completion.

The staff, Planning Commission and Town Council completed multiple reviews of the draft Modules referenced above. Following this, the staff and project consultant prepared a consolidated draft of the LDO Modernization document, followed by an adoption draft and the Administrative Manual that supplements the LDO. These are summarized as follows:

- **Consolidated Public Draft:** The Consolidated Public Draft, which combines Modules 1-3, was posted to the project website on Let's Talk Parker on September 21, 2023, for review and comment by the public, staff, and referral agencies. Staff provided the Town Council and Planning Commission with the draft and link to the project website on September 29, 2023, asking for their review and comment. The comments that were received have been reviewed and incorporated in the development of the Final Adoption Draft.
- **Final Adoption Draft & LDO Executive Summary:** The Final Adoption Draft and Executive Summary were posted to the project website on [Let's Talk Parker](#) on April 1, 2024. The Town released information about the Final Adoption Draft and the scheduled public hearings on the Town's social media platforms along with other communication platforms such as email blasts, direct emails, and notices on Town electronic message boards. This provided an additional opportunity for review and comment prior to the public hearings.

The project team has provided periodic updates to the Planning Commission and Town Council at Study Sessions to keep them advised about the progress of the LDO Modernization Project, identified issues and proposed recommendations during this multi-year process.

LDO Administrative Manual: A new LDO Administrative Manual has been created as a supplement to the LDO. This Manual provides general and specific land use application requirements to ensure applicants have a complete application for the Town to begin the formal review process. The Manual provides important information including examples of Town forms that may be required in the development process (such as a Subdivision Improvement

Agreement). The creation of an Administrative Manual is a common best practice and the Manual may be updated periodically when technical revisions are needed. The Manual is adopted by reference in the LDO.

Public Outreach

The Town values public outreach in order to provide the community with project awareness, information and the opportunity for engagement. This engagement includes the sharing of information and views about growth, development and the approval/entitlement process. As such, significant public outreach began at the start of the LDO Modernization Project and has continued throughout the life of the project. There are several tools identified below that have been used to generate project awareness and obtain public input beginning with the creation of the project website on the Let's Talk Parker engagement platform. In addition, a Fact Sheet and FAQs were created for project information early in the process.

Project Website: The project website on the Let's Talk Parker engagement platform has provided visitors with up-to-date information about the project and ways for the public to engage with the project team. The website includes staff contacts, a project timeline, notifications, progress updates, FAQs, a survey(s), comment tab for ideas, document library and community meeting presentations with materials. From January 30, 2018, to April 9, 2024, the project website has generated the following activity:

- **4,700+** Total Visitors
- **3,129** Aware Participants
- **1,393** Informed Participants
- **224** Engaged Participants

Town Newsletter: The Talk of the Town monthly newsletter has been instrumental in getting the word out to the community and approximately 26,112 addresses in Parker. This number includes 1,328 business addresses. Staff has provided periodic updates on a regular basis that have kept the public informed about the project and its progress.

Community Open Houses: Community meetings have been held throughout the course of the project to inform the public and promote discussion through presentations, material boards and interaction with the staff and project consultant. The following community meetings were held:

- February 20, 2019
- June 12, 2019
- May 21, 2020 (virtual due to COVID)
- February 9, 2022
- December 6, 2022
- February 6, 2024

Email Blasts & Social Media: The Town's Communications Department has been instrumental in keeping the community informed by partnering with the project team and providing information through all available Town communication and social media resources.

Stakeholders & Partners: Initial stakeholder interviews were conducted on November 27 and 29, 2018, as part of Phase 1. The stakeholder feedback received during the various interviews was used to develop initial findings, inform the analysis and support the preparation of the LDO Project Charter and Annotated Outline. Staff also met with the development community and partner agencies again in Spring, 2020 to provide an update and obtain additional feedback. The staff offered additional stakeholder outreach to the development community by email with project updates and document links on April 20, 2020, November 17, 2021, September 29, 2023, and April 2, 2024.

Planning Commission & Town Council Updates: Staff and the project consultant have provided periodic updates to the Planning Commission on June 6, 2019, April 23, 2020, July 8, 2021, January 27, 2022, October 13, 2022, and January 11, 2024. The Town Council received updates on June 10, 2019, April 13, 2020, June 14, 2021, January 24, 2022, October 10, 2022, and January 8, 2024.

Public Hearing Outreach: Staff has provided the public with information about the scheduled public hearings for adoption of the LDO Modernization on the Town website, LDO project website, Talk of the Town April newsletter, all Town social media channels, electronic message signs and direct email to stakeholders such as the development community.

Key Improvements

A fundamental change in the proposed LDO Modernization is the reorganized ordinance structure shown below. The reorganization of current LDO regulations and the integration of some standards that are not currently found in the Code will consolidate all related information into nine (9) chapters with a logical structure and titles. This much simpler format will make it easier for applicants, citizens, businesses and the development community to find the information they need.

- **Chapter 13.01: General Provisions**
- **Chapter 13.02: Rules of Language Construction and Definitions**
- **Chapter 13.03: Administration and Procedures**
- **Chapter 13.04: Zoning Districts**
- **Chapter 13.05: Use Regulations**
- **Chapter 13.06: Oil and Gas Regulations**
- **Chapter 13.07: Marijuana Facilities**
- **Chapter 13.08: Development Standards**
- **Chapter 13.09: Sign Code**

The other key improvements to the LDO include:

- **Improved Definitions** – The existing LDO has limited and dated definitions requiring staff research and interpretation. New comprehensive definitions in Section 13.02.020 will provide clear information for staff, property owners, developers and residents.
- **Enhanced Development Quality Standards** – Throughout the new LDO, many standards have been improved, integrated, simplified, and/or clarified by confirming how to comply with regulations and the development process. For example, at the beginning

of Section 13.08, Development Standards, a new summary table clearly explains which activities trigger the requirement for compliance with specific standards.

- **Streamlined Development Review Procedures** – Section 13.03, Administration and Procedures, includes a new easy-to-understand table that identifies which decision-making body will review each type of application; whether a pre-application or neighborhood meeting is required; whether a public hearing is required; and how certain decisions may be appealed. Another improvement is that Minor Development Plat applications have been updated to an administrative review/approval process because platting is primarily a line-drawing and infrastructure design exercise. This update will make the process for non-residential plat applications more consistent and predictable, thereby reducing the time and expense associated with the development review process for retail, office, and light industrial development projects. This update is also more efficient for staff and will assist with an improved process and service delivery.

The proposed LDO Modernization adoption process for public hearing includes the following actions:

- **Existing LDO:** To be repealed except for certain Sections in 13.04 Zoning; 13.04.010 through 13.04.030, Sections 13.04.050 through 13.04.165, Section 13.04.180, and Sections 13.04.270 through 13.04.300. These sections shall remain in full force and effect until repealed in the future.
- **New LDO:** To be adopted (reenacted) except for Sections 13.04.010 through 13.04.210, which will not go into effect until an updated Zoning Map is adopted for new/modified zoning districts and the existing zoning districts established by the current LDO are repealed.

Official Zoning Map – Amendment Forthcoming in 2024

The LDO Modernization Project incorporates the text for the establishment of several new zoning districts and the modification of existing zoning districts. The new districts will not be created until an updated Zoning Map is adopted by the Town Council later this year for the new and modified zoning districts recommended as part of the project. The existing zoning districts and existing zoning map will remain in effect until the updated zoning map is replaced with a new map and the zoning districts established by the current LDO are repealed.

Conclusion

The staff and project consultant have worked closely with the Town Council, Planning Commission, public and stakeholders to ensure that the proposed LDO Modernization Project will align with the *Parker 2035 Master Plan*.

The new LDO will have multiple benefits for the public, applicants, developers, property owners and Town staff responsible for its administration including:

- Improved development standards
- More predictable and efficient processes, outcomes
- Better definitions for understanding intent and interpretations
- Easier to understand standards, regulations and processes

- Greater clarity including the use of graphics and tables
- Greater transparency and ease of use for the public

Planning Commission

The Planning Commission held a public hearing on the LDO Modernization Project at their April 25, 2024, meeting and voted unanimously to recommend that the Town Council approve Ordinance No. 3.372 to adopt the new LDO.

The Planning Commission recommendation to approve the LDO Modernization occurred after CORE transmitted comments on April 25, 2024, shortly before the public hearing asking for changes to the Town's utility standards, which are not being revised by Ordinance No. 3.372. Staff provided the Planning Commission with the CORE comments, the Commission reviewed them and they were entered into the public hearing record to ensure an accurate, transparent record. The Town's utility standards were updated in 2022 in response to CORE's proposal for new standards related to utility easements and further revised on September 18, 2023, to clarify certain standards while also addressing comments provided by CORE and several residential developers. Staff has been in communication with CORE about their April 25 comments and has offered a meeting to discuss them further.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Planning Commission Staff Report
2. LDO Administrative Manual
3. Let's Talk Parker Summary Report 30 Jan. 2018 - 09 Apr 2024
4. Ordinance 3.372

RECOMMENDED MOTION

I move to approve Ordinance No. 3.372 on second reading.



Planning Commission Staff Report

Planning Commission Date: 04/25/24

Council Date: 05/20/24

Hearing Type: A Bill for an Ordinance to Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210

Location: Townwide

Project Planner: Mary Munekata, Senior Planner
Stacey Nерger, Senior Planner
Bryce Matthews, Assistant Director - Planning

Applicant: Town of Parker

Executive Summary: The requested action is a major milestone in the Land Development Ordinance (LDO) Modernization Project that will comprehensively update the Town's development standards and regulations. The proposed ordinance, upon approval, will update the Town's administrative regulations, process and most development standards.

The Parker LDO, Title 13 of the Parker Municipal Code, contains standards and regulations that govern land use, development and growth within the Town. The LDO's purpose is to "*preserve and promote the public health, safety and welfare of the inhabitants of the Town and the public generally and to encourage and facilitate the orderly growth of and expansion of the Town*". The proposed ordinance will allow for the repeal and adoption of sections of the Land Development Ordinance that relate to general provisions, definitions, administration and land use review processes, development standards and signs. Section 13.04, Zoning Districts, is excluded from the ordinance and will be presented at a future date in conjunction with a required

zoning map amendment.

The LDO is an important tool to implement the vision and goals of the *Parker 2035 Master Plan* including guiding growth and development in Parker. The LDO Modernization Project is the first comprehensive update to the LDO since its adoption when the Town incorporated in 1981. The new LDO incorporates modern, efficient processes and facilitates a more transparent, user-friendly and predictable approach to growth and development for citizens, property owners, local businesses, developers and the Town.

Staff Recommendation:

Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210.”

ALTERNATIVE MOTIONS

“I move the Planning Commission deny the Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210.”

“I move the Planning Commission recommend Town Council approve the Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210.” with the following conditions:”

-List proposed conditions

“I move the Planning Commission vote to continue the public hearing to Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210.”

I. BACKGROUND/DISCUSSION

The Parker LDO was originally adopted in 1981 from Douglas County zoning as part of the incorporation of the Town. It includes administrative provisions, development standards, and zoning

regulations governing the use and development of land throughout the Town. Portions of the LDO have remained unchanged for over 40 years, while others have been amended and expanded incrementally over time in response to growth issues, changing market conditions, and Town Council priorities. The incremental updates and revisions to the LDO have created gaps, inconsistencies, and ambiguity within the regulations. This has resulted in challenges using the LDO and occasionally inconsistent outcomes for the public, the development community, and Town staff as the LDO is interpreted and implemented.

In 2018, the Town Council authorized Community Development staff to initiate the process for updating the existing Land Development Ordinance. The LDO Modernization Project ensures that the Town's development standards and zoning are better aligned with the *Parker 2035 Master Plan*. The updated LDO will provide a more transparent, modern, and efficient approach to how the Town manages future growth and development by better aligning the LDO regulations with the vision, goals, and policies of the Master Plan and other adopted planning documents.

Project goals that guided the LDO Modernization include:

LDO Modernization Goals

- Better align with the *Parker 2035 Master Plan*;
- Make development approvals more consistent and predictable.
- Clarify what is expected of applicants, developers and property owners;
- Enhance the standards for development quality;
- Increase the transparency, efficiency of the development review process; and
- Establish user-friendly standards and regulations that are transparent incorporate best practices and reflect modern zoning principles.

Process & Approach

Phase 1 – Outreach and Project Charter:

The LDO Modernization Project commenced in October, 2018 with Phase 1 (of 2) led by Community Development staff with the assistance of project consultant Clarion Associates. Phase 1 included community engagement and analysis of the current LDO resulting in a Diagnostic Report, Annotated Outline, and a Project Charter. The Project Charter is the road map for how the Project is to be carried out. Since the project began, the project team has conducted extensive and repeated public and stakeholder outreach. The input from Town residents, developers, business/property owners, Planning Commission, and Town Council has been incorporated throughout the process.

Phase 2 – Modernize (rewrite) the LDO based on the LDO Project Charter, Annotated Outline and Outreach:

Upon the successful completion of Phase 1 and Town Council direction to proceed with Phase 2, staff and the project consultant began drafting the revised LDO. The resulting three (3) installments of the LDO were developed:

1. **Module 1 - Zoning Districts and Uses:** Completed and a summary of the public draft with proposed changes was presented to the Planning Commission at the April 23, 2020 Study Session and to Town Council at the April 13, 2020 Study Session. The Town Council indicated its support and gave staff direction to proceed to Module 2.
2. **Module 2 - Development Standards:** Completed and a summary of the public draft with proposed changes was presented to the Planning Commission at the July 8, 2021 Study Session and to Town Council at the June 14, 2021 Study Session. The Town Council indicated its support and gave staff direction to proceed to Module 3.
3. **Module 3 - Administration and Procedures:** Completed and a summary of the public draft with proposed changes was presented to the Planning Commission at the October 13, 2022 Study Session and to Town Council at the October 10, 2022 Study Session. The Town Council indicated its support and gave staff direction to proceed with project completion.

Following multiple reviews of the draft Modules, consolidated drafts were assembled followed by adoption drafts and the LDO Administrative Manual that supplements the LDO:

Consolidated Public Draft: The Consolidated Public Draft, which combines Modules 1-3, was posted to the project website Let's Talk Parker on September 21, 2023, for review and comment by the public, staff, and referral agencies. Staff emailed the Town Council and Planning Commission the draft and the link to the project website on September 29, 2023 for review and comment. Comments that were received have been reviewed and guided the development of the final Adoption Draft.

Final Adoption Draft & LDO Executive Summary: Posted to the project website on [Let's Talk Parker](#) on April 1, 2024. Town released information on the final adoption draft and upcoming public hearings on Town's social media platforms along with other scheduled communications such as email blasts, direct emails and noticing on Town electronic message boards. This was another opportunity for final review and comment prior to public hearings.

The project team has provided periodic updates to the Planning Commission at scheduled study sessions to keep the Commission abreast of the development of the LDO, the process and progress during this multi-year project.

LDO Administrative Manual: Additionally, a new LDO Administrative Manual has been created as a supplement to the LDO. This manual provides general and specific land use application submittal requirements – to ensure applicants have a complete application for the Town to commence a formal review. The manual provides important information including examples of Town forms that may be required in the development process such as the Subdivision Improvement Agreement. Incorporated as a common best practice, the Administrative Manual may be updated periodically when technical updates or amendments are needed. The Manual is adopted by reference in the LDO.

Public Outreach

The Town values public outreach in order to provide the community with increased awareness and the opportunities to become informed and engaged – and to have their voice heard. As such, significant project outreach began at the onset of the LDO Modernization Project and has continued throughout the life of the project. Several tools, explained below, have been used to provide project

awareness and garner feedback during the entire process beginning with the creation of the project website at Parkeronline.org/LDO. In addition, a Fact Sheet and FAQs provided initial project information.

Project Website: The project website on the Town’s Let’s Talk Parker online platform has provided visitors with continual information on the project and ways to participate in the project. The website also included staff contacts, a project timeline, notifications & progress updates, FAQs, survey in 2019 (development standards examples), an ideas tab to leave comments, and a document library with draft documents for review – as well as community meeting presentations and materials. From *January 30, 2018 through April 9, 2024*, the project website has produced the following activity:

- **4,700+ Visitors Total**
- **3,129 Aware Participants**
- **1,393 Informed Participants**
- **224 Engaged Participants**

Town Newsletter: The Talk of the Town monthly newsletter has been instrumental in ‘getting the word out’ to the community and approximately 26,112 addresses in Town. This number includes 1,328 business addresses. Periodic update articles on a regular basis have kept the public aware and informed of the project and its progress.

Community Open Houses: Community meetings have been held throughout the course of the project to inform the public and promote discussion through presentations, material boards and interaction with staff directly. Community meetings were held:

- ✓ February 20, 2019
- ✓ June 12, 2019
- ✓ May 21, 2020 (virtual due to COVID)
- ✓ February 9, 2022
- ✓ December 6, 2022
- ✓ February 6, 2024

Email Blasts & Social Media: The Town’s Communications Department has been instrumental in keeping citizens informed via all of the available Town communication and social media resources.

Stakeholders & Partners: Stakeholder interviews were conducted November 27 and 29, 2018 as part of Phase 1. Feedback received during the various stakeholder and partner interviews was used to support initial findings, analysis and the development of LDO Project Charter and Annotated Outline. Staff also met with the development community again in the spring of 2020 and partner agencies to provide an update and solicit further feedback. Subsequent emails providing project updates were sent to the development community on April 20, 2020, November 17, 2021, September 29, 2023, and April 2, 2024.

Planning Commission & Town Council Updates: Periodic study sessions to provide the Planning Commission with project updates were conducted on June 6, 2019, April 23, 2020, July 8, 2021, January 27, 2022, October 13, 2022, and January 11, 2024.

The Town Council received updates on June 10, 2019, April 13, 2020, June 14, 2021, January 24,

2022, October 10, 2022, and January 8, 2024.

Public Hearings Outreach: Information on the scheduled LDO Modernization adoption public hearings has been noticed on the Town’s website, the LDO project website, in the April issue of the Talk of The Town newsletter as well as all Town social media channels, Town electronic message signs, direct email to participants and stakeholders such as the development community.

Key Improvements

A fundamental change in the proposed LDO Modernization is the reorganized ordinance structure. The reorganization of current land development regulations and the integration of some standards that currently exist outside the LDO consolidates all related information into nine (9) chapters with logical titles. This much simpler structure will make it easier for applicants, citizens, businesses and the development community to find the answers they need.

- **Chapter 13.01: General Provisions**
- **Chapter 13.02: Rules of Language Construction and Definitions**
- **Chapter 13.03: Administration and Procedures**
- **Chapter 13.04: Zoning Districts**
- **Chapter 13.05: Use Regulations**
- **Chapter 13.06: Oil and Gas Regulations**
- **Chapter 13.07: Marijuana Facilities**
- **Chapter 13.08: Development Standards**
- **Chapter 13.09: Sign Code**

Other key improvements to the LDO that have been incorporated into this proposal include:

- **Improved Definitions** – The existing LDO has limited and dated definitions requiring staff research and interpretation. New comprehensive definitions in Section 13.02.020 will provide clear information for staff, property owners, developers and residents.
- **Enhanced Development Quality Standards** – Throughout the new LDO, many standards have been improved, integrated, simplified and/or clarified by confirming steps and compliance with the development process. For example, at the beginning of Section 13.08, Development Standards, a new summary table clearly explains which development activities trigger compliance with specific standards.
- **Streamlined Development Review Procedures** – Section 13.03, Administration and Procedures, includes a new easy-to-understand table that identifies which decision-making body will review each type of application, whether a pre-application or neighborhood meeting is required, whether a public hearing is required, and how some decisions may be appealed. Another improvement is that Minor Development Plat applications have been updated to an administrative review/approval process because platting is primarily a line-drawing and infrastructure design exercise. This update will make the process for non-residential plat applications more consistent and predictable, thereby reducing the time and expense associated with the development review process for retail, office and light industrial development projects. This update is also more efficient for staff and will assist with an improved process and service delivery.

The proposed LDO Modernization adoption process before the Planning Commission includes:

-Existing LDO: To be repealed - except for Sections in 13.04 Zoning; 13.04.010 through 13.04.030, Sections 13.04.050 through 13.04.165, Section 13.04.180, and Sections 13.04.270 through 13.04.300, which Sections shall remain in full force and effect until repealed in the future.

-New LDO: To be adopted (reenacted) - except Sections 13.04.010 through 13.04.210, which will not go into effect until the replacement Parker Zoning Map is adopted for the new and modified zoning districts and the existing zoning districts established by the current Land Development Ordinance are repealed.

Official Parker Zoning Map – Amendment Forthcoming in 2024

New Zoning Districts: The LDO Modernization incorporates the text for the establishment of several new zoning districts, and the modification of existing zoning districts. These new districts will not be created until a new Parker Zoning Map is adopted later this year to apply the new and modified proposed zoning districts recommended with the LDO Modernization.

The existing zoning districts and existing zoning map will remain in effect until the Parker Zoning Map is replaced with a new zoning map. and the existing zoning districts established by the current LDO are repealed.

II. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	N/A
Consistent Goals/Strategies	<u>Land Use 1.A – through K</u>
Staff Analysis	The <i>Parker 2035 Master Plan</i> is a policy framework for decisions that affect the physical, social and economic environment of the Town. The new LDO is consistent with the Master Plan as it better aligns the LDO's standards and regulations that implement the vision, goals, strategies and policies of the Master Plan - to manage growth and development in the Town of Parker. Development standards in the new LDO: • Help to strengthen our identity through supporting a balance of land uses; • Ensure that the Town can balance the pace of development with the ability to provide services; • Ensure opportunity for economic base in

	appropriate locations; • Guide open space preservation; • Encourage transitions between land uses and guides the integration of the built environment with the natural environment; • Encourage land uses that all people to work, live and play in Parker; • Continue to require appropriate park land dedication and improvements for new neighborhoods; and • Is more fair, consistent and understandable than the current LDO. Staff has determined that the proposed LDO changes align with the <i>Parker 2035 Master Plan</i>.
--	--

III. CONCLUSION

The new Land Development Ordinance aligns with the *Parker 2035 Master Plan* and will provide several benefits to the public, applicants, development community, property owners and Town staff including:

- Improved development standards
- More predictable and efficient processes, outcomes
- Better definitions for understanding intent and interpretations
- Easier to understand standards, regulations and processes
- Greater clarity including the use of graphics and tables
- Greater transparency and ease of use for the public

Staff recommends that the Planning Commission recommend to the Town Council that it approve the ordinance that will replace the Town's current Land Development Ordinance with the proposed, modernized LDO.

IV. ATTACHMENTS

1. Draft Ordinance
2. Draft LDO Administrative Manual
3. Let's Talk Parker Summary Report

Report Approved By: Bryce Matthews, Assistant Director - Planning



Town of Parker Land Development Ordinance (LDO) Administrative Manual





A. INTRODUCTION	1
B. SUBMITTAL REQUIREMENTS.....	2
1. General Submittal Requirements	2
(a) Application Form	2
(b) Application Fee	2
(c) Title Commitment/Title Policy.....	2
(d) Legal Description	2
(e) Letter of Authorization (Application Exhibit C)	2
(f) Disclosure Letter (Application Exhibit D).....	2
(g) Project Narrative	2
(h) Chargeback Agreement.....	2
2. Common Submittal Requirements	3
(a) Certification, Plat Notes, and Dedication Statements	3
(b) Cover Sheet.....	14
(c) Drafting Information Block.....	14
(d) Landscape and Streetscape Plan.....	15
(e) Lot Drainage	17
(f) Photometric Plan	17
(g) Shared Parking Plan.....	17
(h) Tree Conservation Plan.....	17
3. Specific Applications - Additional Requirements	18
(a) General.....	18
(b) Land Use Applications	19
(1) Approval Extension Request – Section 13.03.030(h)(9)b.....	19
(2) Administrative Adjustment – Section 13.03.040(c)	19
(3) Annexation – Section 13.03.040(d)	19
(4) Zoning-Rezoning/Planned Development Adjustment– Section 13.03.040(n).....	20
(5) Framework Plan for Site Plan – Section 13.03.040(g)	22
(6) Framework Plan for Subdivision/Rezoning – Section 13.03.040(q)(5) and 13.03.040(g)	23
(7) Historic Preservation Applications – Section 13.03.040(h).....	24
(8) LDO Adoption or Amendment – Section 13.03.040(i).....	24
(9) Master Plan Amendment – Section 13.03.040(k)	24

(10) Site Plan – Section 13.03.040(p)	25
(11) Condominium Map / Plat – Section 13.03.040(q)(3)	27
(12) Final Plat and Minor Development Plat – Section 13.03.040(q)(4) and 13.03.040(q)(6)	29
(13) Plat Correction and Street Name Change – Section 13.03.040(q)(7) and 13.03.040(q)(10) ...	32
(14) Preliminary Plan – Section 13.03.040(q)(8).....	32
(15) Replat (Minor Reconfigurations) and Plat Amendments – Section 13.03.040(q)(9)	35
(16) Vacation of Easements and Public Right of Way – Section 13.03.040(q)(11)a, 13.03.040(q)(11)b, 13.03.040(q)(11)c, and 13.03.040(q)(11)d.....	36
(17) Use by Special Review – General - Section 13.03.040(s)	36
(18) Use by Special Review – Major Utilities, Section 13.03.040(t) and Water and Sewer, Section 13.03.040(u)	36
(19) Use by Special Review – Wireless Communication Facilities – Section 13.03.040(v) and Section 13.05.040	37
(20) Use by Special Review – Oil and Gas Operation – Section 13.03.040(s) and Chapter 13.06 ...	37
(21) Residential Design Standards – Section 13.08.100(c)	39
(c) Permits	40
(1) Floodplain Development Permit – Section 13.03.040(e)	40
(2) Mobile Business Permit – Section 13.03.040(r)	40
(3) Planned Sign Program – Section 13.03.040(l)	40
(4) Sign Permit – Section 13.03.040(o)	41
(5) Temporary Sign Registration – Section 13.03.040(o)	41
(6) Temporary Use Permits – Section 13.03.040(r)	41
4. Referrals.....	42
5. Other Agreements	42
(a) Policy for Master Plan Amendment	42
(b) Development Agreement Template	42
(c) Shared Parking Agreement Template	42
(d) Subdivision Improvement Agreement Template	42

Photo credits

Cover, top right: Town of Parker

Cover, other photos: Clarion Associates

Table of contents: Clarion Associates

A. INTRODUCTION

This Administrative Manual is designed to supplement the Town of Parker Land Development Ordinance (LDO). This document sets forth the submittal requirements that applicants must submit in order to have a complete application and allow the Town to begin reviewing those applications. The Planning Director may waive certain submittal requirements or require additional information based on factors specific to an individual project.

Complete and consistent submissions to the Town of Parker will help the efficiency of the review process and ensure that new development is consistent with the LDO. The procedures that must be followed by applicants for each type of approval are detailed in Chapter 13.03, *Administration and Procedures*, of the LDO.

In addition to Town of Parker development standards, the LDO references certain land use application types as well as Town policy and planning documents and technical manuals. These resources are available on the Town's website at:

- [Developer Requirements/Information](#)

Further information can be found at the following links:

- [Land Development Ordinance](#)
- [Development Assistance Packets](#)
- [Development Review Application Fee Schedule](#)
- [Parker 2035 Master Plan](#)
- [Development Design Standards](#)
- [Roadway Design & Construction Criteria Manual](#)
- [Parks, Trails, Open Space & Streetscape Design and Construction Manual](#)
- [eTRAKIT](#)

All applications and submittal requirements shall be submitted and approved online through the Town's Electronic Development Review System (eTRAKIT). eTRAKIT's online system provides access to land use applications, plan reviews, code inspections, projects, permits and licenses. Contractors and homeowners are able to apply and pay for permits, submit plans, view and respond to plan review comments, schedule and see inspection results all electronically. Access is available via the Town's website 24 hours a day, 7 days a week.

Please contact the Community Development Department – Planning Division with questions at:

planning@parkerco.gov or 303-841-2332.

We Are Committed To	We Ask That You Commit To
• Effective Communication • Electronic submittal and plan review • Computer tracking software and online project status • Commitment to timeline	• Effective communication • Complete and detailed information in submissions • Prompt viewing and response to comment in eTRAKIT • Thorough revisions • Commitment to timeline

B. SUBMITTAL REQUIREMENTS

1. General Submittal Requirements

The applicant shall submit the following information to the Planning Department. Additional information may be requested after the formal application is received. If an application or procedure type is not listed in Section 3, *Specific Applications - Additional Requirements*, the general submittal requirements in this Section still apply.

(a) Application Form

A completed land use application.

(b) Application Fee

Fee required at time of application.

(c) Title Commitment/Title Policy

A title commitment current within 30 days of submittal. An updated title commitment may be required prior to project approval. For developments where the applicant does not and will not own the property (i.e. utilities) an easement agreement can be used in replacement of the title policy.

(d) Legal Description

Legal description of property.

(e) Letter of Authorization (Application Exhibit C)

A notarized letter of authorization from the landowner permitting a representative to process the application.

(f) Disclosure Letter (Application Exhibit D)

A disclosure letter of known hazards on site and allowing access to the site.

(g) Project Narrative

A narrative outlining the proposal including the following details, as applicable:

- (1) Description of general proposal.
- (2) General development schedule and phasing plan when the project is not constructed at one time.
- (3) Statement describing how the proposal complies with each of the specific criteria for approval.

(h) Chargeback Agreement

An executed charge back agreement in accordance with the Town's [established form](#).

2. Common Submittal Requirements

These are specific materials or plans that are required of some, but not all development applications and that maintain their own detailed set of requirements to meet.

(a) Certification, Plat Notes, and Dedication Statements

All signatures must be signed in indelible black ink only as approved by the Clerk and Recorder. No pencils, red ink, or ball points. Electronic signatures are permitted so long as all signatories can meet the applicable legal requirements.

Certifications
Professional Surveyor
Annexation Map: I, _____, a registered professional land surveyor in the state of Colorado, do hereby certify that this annexation map was prepared under my direct supervision; that, to the best of my knowledge and belief, this map accurately delineates the parcel of land to be annexed to the Town of Parker, Colorado; and that at least one sixth (1/6) of the boundary of said parcel is contiguous to the present Town of Parker, County of Douglas, State of Colorado. I attest the above on this _____ day of _____ 20____. (Signature)_____ (Name)_____, P.L.S. #_____ For and on behalf of (Company Name) *Surveyor's seal shall appear with this certificate.
All Other Plats: I, (name), a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of (plat name) was made by me or directly under my supervision on or about the ____ day of _____, 20__, and that the survey is based upon my knowledge, information and belief that all monuments exist as shown hereon; it has been prepared in accordance with applicable standards of practice, that mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions or surveying of land and all provisions, within my control, of the Town subdivision regulations. This survey is not a guaranty or warranty, either expressed or implied, and the accompanying plat accurately and properly shows said [plat type] and the survey thereof. I attest the above on this _____ day of _____ 20____. (Signature)_____ (Name)_____, P.L.S. #_____ For and on behalf of (Company Name) *Surveyor's seal shall appear with this certificate.

Certifications
Planning Commission
This [Application/Plan Type] was reviewed and recommended for approval by the Town of Parker Planning Commission following a public hearing held on the ____ day of _____, 20__.
_____(Signature) Planning Director, on behalf of the Town of Parker Planning Commission

Certifications
Town
All Plats (Except plats with private roads, replats, or vacations): This plat was approved by the Town Council and/or, where applicable, the Planning Director and Director of Engineering of the Town of Parker, Colorado, on the ____ day of _____, 20__, for filing. The dedications are hereby accepted. All expenses incurred with respect to improvements for all utility services, paving, grading, curbs, gutter, sidewalks, road lighting, road signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the subdivider and not the Town of Parker. The Town shall only accept maintenance of the roadway improvements after construction has been completed, and after the warranty period, in accordance with Town Regulations. This acceptance does not guarantee that the soil conditions, subsurface geology, groundwater conditions or flooding conditions of any lot shown hereon are such that a building permit will be issued.
_____(Signature) Planning Director
_____(Signature) Director of Public Works/Engineering
[OPTION]
_____(Signature) Mayor, Town of Parker
Attest: _____(Signature) Town Clerk

Certifications

Town

Plats (with approved private roads):

This plat was approved by the Town Council and/or, where applicable, the Planning Director and Director of Engineering of the Town of Parker, Colorado, on the ____ day of _____, 20__, for filing subject to the conditions set forth by the Town Council. The dedications are hereby accepted. This approval is with the understanding that all expenses incurred with respect to required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the subdivider and not of the Town of Parker. The responsibility for maintaining private roads, including the removal of snow accumulations, shall be with the subdivider or his or her assigns in perpetuity.

_____(Signature)

Planning Director

_____(Signature)

Director of Public Works/Engineering

[OPTION]

_____(Signature)

Mayor, Town of Parker

Attest: _____(Signature)

Town Clerk

Certifications

Town

Replats:

Lot, Block, (name of subdivision), Filing # ____ is herewith amended by this plat which is hereby approved by the Town Council of the Town of Parker, Colorado, for filing in the Office of the Douglas County Clerk and Recorder, subject to all covenants, conditions and restrictions recorded against and appurtenant to the original plat recorded in the office of the Douglas County Clerk and Recorder, Reception # ____.

All expenses incurred with respect to improvements for all utility services, paving, grading, curbs, gutter, sidewalks, road lighting, road signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the subdivider and not the Town of Parker. The Town shall only accept maintenance of the roadway improvements after construction has been completed, and after the warranty period, in accordance with Town Regulations. This acceptance does not guarantee that the soil conditions, subsurface geology, groundwater conditions or flooding conditions of any lot shown hereon are such that a building permit will be issued.

_____(Signature)
Planning Director

_____(Signature)
Director of Public Works/Engineering

[OPTION]

_____(Signature)
Mayor, Town of Parker

Attest: _____(Signature)
Town Clerk

Certifications
Town
Vacations: The streets and roads, lots, tracts, parcels and easements (delete those that are not applicable) shown on the plat of (subdivision name), recorded in the Office of the Douglas County Clerk and Recorder, Reception # _____ are hereby vacated this _____ day of _____, 20__.
All expenses incurred with respect to improvements for all utility services, paving, grading, curbs, gutter, sidewalks, road lighting, road signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the subdivider and not the Town of Parker. The Town shall only accept maintenance of the roadway improvements after construction has been completed, and after the warranty period, in accordance with Town Regulations. This acceptance does not guarantee that the soil conditions, subsurface geology, groundwater conditions or flooding conditions of any lot shown hereon are such that a building permit will be issued.
_____(Signature) Planning Director
_____(Signature) Director of Public Works/Engineering
[OPTION]
_____(Signature) Mayor, Town of Parker
Attest: _____(Signature) Town Clerk
Rezoning to Planned Development This Development Plan was approved by the Town Council of the Town of Parker on the ____ day of _____, 20__ for the property described as (Name of Zoning). The zoning information shown hereon was confirmed with the adoption of Ordinance No. _____.

Certifications
Drainage Certification
I HEREBY CERTIFY THAT I HAVE REVIEWED THE ELEVATIONS PROVIDED ON THE LOT SURVEY, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE GRADING OF THIS SITE RESULTS IN POSITIVE DRAINAGE AWAY FROM THE STRUCTURE(S) ON THIS LOT AND PROVIDES ADEQUATE DRAINAGE FROM THE LOT IN ACCORDANCE WITH THE APPROVED GRADING AND DRAINAGE PLAN FOR THE OVERALL SUBDIVISION. I FURTHER CERTIFY THE GRADING OF THIS SITE WILL NOT ADVERSELY AFFECT ANY ADJACENT PROPERTIES.
PROFESSIONAL ENGINEER (STAMP/SIGNATURE/DATE):

Certifications
Grading Certification
I HEREBY CERTIFY THE ELEVATIONS SHOWN WERE DEVELOPED FROM A LOT SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DRAWING ACCURATELY DEPICTS THE ELEVATIONS AT THE TIME OF THE SURVEY. THE ELEVATIONS MAY CHANGE SUBSEQUENT TO THIS SURVEY DUE TO SUBSIDENCE, UPHEAVAL, EROSION, ACTS OF MAN OR OTHER FACTORS. THEREFORE, THIS CERTIFICATION MAY NOT ACCURATELY DEPICT THE ELEVATIONS AFTER THE DATE OF THE SURVEY. THE TOWN OF PARKER, IT'S OFFICERS, AGENTS AND EMPLOYEES ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THIS SURVEY. THIS DOCUMENT IS NOT AN IMPROVEMENT LOCATION CERTIFICATION OR LAND SURVEY PLAT. PROFESSIONAL LAND SURVEYOR (STAMP/SIGNATURE/DATE):
Title Verification
I/We (name), a (choose one: qualified title insurance company, title attorney or attorney-at-law), do hereby certify that I/we have examined the title of all land platted hereon and that title to such land is in the dedicator(s) free and clear of all liens, taxes, and encumbrances, except as follows: (When signed by an attorney): _____ (signature) (Registration No.) _____ Date_____ Name of Attorney _____ (When signed by an official of a title insurance company): _____ (notarized signature) Date_____ Company Name_____
Ownership Signature (Condominium Map/Plat)
_____, being the owner of the property described hereon, does hereby certify that the (Condo Plat Name) has been prepared pursuant to the purposes stated in the declaration of covenants, conditions and restrictions of the (Declarations) dated _____ as recorded at Reception No. _____ of the Douglas County Colorado Records.
Planned Development Adjustment
This Development Plan was reviewed and administratively approved by the Town of Parker Community Development Director pursuant to Section 13.03.040(c) of the Parker Municipal Code. _____(Signature) _____(Date) Planning Director

Dedication Statement

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests of the lands described herein, have laid out, subdivided, and platted said lands into lots, tracts, blocks, streets, and easements as shown hereon under the name and subdivision of

_____.

Rights-of-way

All public streets and rights-of-way shown hereon are dedicated and conveyed to the Town of Parker, Colorado, in fee simple absolute, for public uses and purposes.

Utility Easements

The utility easements as shown hereon are hereby dedicated for public utilities, cable communication systems, fiber, and other purposes as shown hereon. The entities are responsible for providing the utility services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance and replacement of utility lines and related facilities. No improvements that conflict with or interfere with construction, maintenance or access to utilities shall be placed within the utility easements. Prohibited improvements include, but are not limited to, permanent structures, buildings, decks, stairs, window wells, air conditioning units, and other objects that may interfere with the utility facilities or use and maintenance thereof. Prohibited improvements may be removed by the entities responsible for providing the utility services. The owners of the property subject to or adjacent to the utility easements shown herein are responsible for the maintenance and operation of such areas, which does not include utility lines and related facilities. When the owner(s) or adjacent owners fail to adequately maintain such utility easements, including the removal of prohibited improvements, the maintenance, operation, reconstruction, and removal shall be at the cost of the owner(s).

Drainage and Stormwater

Drainage and detention easements as shown hereon are hereby dedicated to the Town. The Town is hereby granted the perpetual right of ingress and egress from and to the adjacent properties for construction, repair, maintenance, operation and replacement of storm sewers and drainage facilities. The owners of the lands described herein are responsible for the maintenance and operation of drainage easements shown hereon and related facilities, as provided in the Storm Drainage and Environmental Criteria Manual, as amended. The undersigned grants the Town of Parker a perpetual right of ingress and egress from and to adjacent property to maintain, operate and reconstruct the drainage easements and related facilities covered by Chapter 4.08 of the Parker Municipal Code, as amended; and to maintain, operate and reconstruct the drainage easements and related facilities not covered by Chapter 4.08 of the Parker Municipal Code as amended, when the owner(s) fail to adequately maintain such drainage easements and related facilities, which maintenance, operation and reconstruction shall be at the cost of the owner(s).

Sight Easements

The undersigned grants to the Town a sight easement(s) as shown hereon within the subdivision to maintain adequate sight distance at all roadway intersections as provided by the Town of Parker Roadway Design and Construction Criteria Manual, as amended. The Town is hereby granted the perpetual right of ingress and egress across all lots and tracts within the subdivision to remove any obstruction to the proper site distance, including, but not limited to, any structure, fence, utility box, raised median and landscaping, at the sole cost and expense of the owner of the lot and/or tract upon which such obstruction is situated. The owners or adjacent property owners of the lands are responsible

Dedication Statement

for the maintenance and operation of sight easements shown hereon. Should the owner(s) or adjacent owners fail to adequately maintain such sight easements, the Town may perform or cause to be performed the necessary maintenance, operation and reconstruction shall be at the cost of the owner(s).

Sidewalks

The undersigned hereby dedicates sidewalk easements as shown hereon, which sidewalks shall remain open for public use. The undersigned grants the Town the perpetual rights of ingress and egress upon the adjacent property for the operation, maintenance, and reconstruction of the sidewalks. The Town shall also have the right to remove any obstruction that would adversely affect the operation and maintenance of the sidewalks, as determined by the Town.

(Owners/Mortgagee)

By: _____

Title: _____

ATTEST:

Secretary

Subscribed and sworn to before me this ____ day of _____, 20____, by* (name printed).
WITNESS my hand and official seal.

Notary Public

My commission expires: _____.

* Signatures of officers signing for a Corporation shall be acknowledged as follows: "(Print name as President/Vice-President and (print name) as Secretary/ Treasurer, of (name of corporation), a (State) corporation."

NOTE: Include signature lines and notary lines for all owners/mortgagees.

Acknowledgement Statement

*If the Acknowledgement Statement is directly below the Dedication Statement, only one set of owner signatures is required.

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests of the lands described herein, hereby acknowledge that any subdivision approval obtained by the Town of Parker does not obviate said undersigned's need or responsibility to comply with the requirements of the Endangered Species Act of 1973, 16 U.S.C. §1 531, et seq., as amended, or with any other applicable federal, State or local laws or regulations.

(Owners/Mortgagee)

By: _____

Title: _____

ATTEST:

Secretary

Subscribed and sworn to before me this ____ day of _____, 20____, by* (name printed).
WITNESS my hand and official seal.

Notary Public

My commission expires: _____

* Signatures of officers signing for a Corporation shall be acknowledged as follows: "(Print name as President/Vice-President and (print name) as Secretary/Treasurer, of (name of corporation), a (State) corporation."

NOTE: Include signature lines and notary lines for all owners/mortgagees.

Plat Notes

Mandatory Notes for Commercial or Multi-family Subdivisions"

1. ACCESS EASEMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
2. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
3. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.

Plat Notes

4. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
5. PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.
6. "WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION."

ENGINEERING PLAT NOTES (PROJECT-DEPENDENT)

7. "TRACT [X] IS HEREBY ESTABLISHED AS A PARCEL TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE XXXXX SUBDIVISION IMPROVEMENT AGREEMENT."
8. "THE PRIVATE DETENTION FACILITY PROPOSED IN THE ASSOCIATED SITE PLAN WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO "[OPERATIONS AND MAINTENANCE MANUAL TITLE]. THE TOWN OF PARKER WILL BE NOT BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY."
9. "A MULTI-USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES."
10. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT X FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

Plat Notes

Optional Note for Multi-Family at Request of Applicant (For Condos):

THE TOWN COUNCIL OF THE TOWN OF PARKER HEREBY ESTABLISHES THE FOLLOWING LEGISLATIVE CONDITION TO THE APPROVAL OF THIS MINOR DEVELOPMENT PLAT TO PROMOTE THE PROMPT, EFFICIENT AND COST EFFECTIVE RESOLUTION OF DISPUTES PERTAINING TO THE DEVELOPMENT OF THE PROPERTY AS A MULTI-FAMILY PROJECT, EXCLUDING ANY PROPERTY OWNED BY THE TOWN (THE "PROPERTY"), FOR THE PURPOSE OF ENCOURAGING AND FOSTERING THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE TOWN AND THE CONSTRUCTION OF OWNER-OCCUPIED MULTI-FAMILY DEVELOPMENTS IN THE TOWN.

AS A LEGISLATIVE CONDITION TO THE TOWN COUNCILS APPROVAL OF THIS MINOR DEVELOPMENT PLAT THE FOLLOWING CLAIMS INVOLVING THE PROPERTY SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW:

ANY AND ALL CLAIMS (1) THAT ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES: (A) ANY OWNER OF ANY PORTION OF THE PROPERTY, (B) ANY COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE PROPERTY, (C) THE SUBDIVIDER, DEVELOPER OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS, (D) ANY PARTY THAT CONSTRUCTS OR DESIGNS ANY PORTION OF ANY RESIDENTIAL DWELLING UNITS UPON THE PROPERTY, AND (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13-80-802.5, ET SEQ., AS AMENDED ("CADARA"), AND (2) THAT PERTAINS TO ANY OF (A) THE PROPERTY, (B) ANY DWELLING UNIT OR OTHER IMPROVEMENTS CONSTRUCTED ON THE PROPERTY OR COMMON AREA DEVELOPMENT STRUCTURE, (C) THE COMMON INTEREST COMMUNITY TO BE CREATED FOR THE PROPERTY OR ANY PORTION THEREOF, OR (D) THE DECLARATION OR OTHER DOCUMENTS GOVERNING SUCH COMMUNITY.

THE LEGISLATIVE CONDITION SHALL NOT PRECLUDE ANY OF THE PERSONS OR ENTITIES DESCRIBED ABOVE FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM(S) THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM TO BINDING ARBITRATION. ADDITIONALLY, THE PROPERTY MAY ALSO BE SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS PLAT NOTE AND THAT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION, INCLUDING CLAIMS BROUGHT TO FORECLOSE LIENS FILED AS A PART OF THE CONSTRUCTION PROCESS, CLAIMS BROUGHT BY A COMMON INTEREST COMMUNITY ASSOCIATION TO RECOVER UNPAID ASSESSMENTS PAYABLE TO SUCH ASSOCIATION OR TO OBTAIN A TEMPORARY RESTRAINING ORDER OR INJUNCTION FROM A COURT OF LAW PROHIBITING A VIOLATION OF SUCH COVENANTS, CONDITIONS AND RESTRICTIONS; PROVIDED; HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH DECLARATION OF COVENANTS, CONDITIONS OR RESTRICTION SHALL NOT ELIMINATE THE REQUIREMENT THAT THE CLAIMS DESCRIBED IN THIS PLAT NOTE, INCLUDING CONSTRUCTION DEFECT CLAIMS, AS MORE PARTICULARLY DEFINED BY THE CADARA, SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING.

FOR PURPOSES OF THIS PLAT NOTE, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE BE SUBMITTED TO A SINGLE ARBITRATOR WHO MUST BE, AT A MINIMUM, A RETIRED COLORADO STATE DISTRICT COURT JUDGE OR FEDERAL DISTRICT COURT JUDGE OR THROUGH THE USE OF SUCH ORGANIZATION THAT SUCH RETIRED JUDGE MAY BE A MEMBER OF, INCLUDING SUCH ORGANIZATIONS AS THE JUDICIAL ARBITER GROUP OR ITS SUCCESSORS. IN SUCH ARBITRATION, THE COSTS AND EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE

Plat Notes

PARTIES AND SHALL BE CONDUCTED UTILIZING SUCH RULES OF PROCEDURE AS THE ARBITRATOR MAY REASONABLY ADOPT TO PROMOTE THE EFFICIENT AND ECONOMICAL RESOLUTION OF ANY SUCH CLAIM.

ALL FUTURE PURCHASERS OF ANY INTEREST IN THE PROPERTY ARE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS PLAT NOTE, WHICH IS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AND IS DEEMED TO BE A COVENANT RUNNING WITH THE PROPERTY.

(b) Cover Sheet

When required, a cover sheet shall include the following information:

- (1) Title placed at the top of the sheet along the long dimension of the sheet. The Title shall include the name of the proposed development and general legal description stating the aliquot portion of the section, township, range, 6th P.M. and Town of Parker, County of Douglas, State of Colorado:
 - a. The name of the builder, product line, or marketing name may only be used as a descriptor along the bottom of the sheet. Subdivision names shall not duplicate existing subdivision names or planned developments.
- (2) For subdivisions, total acreage and total number of lots and tracts, under the general legal description
- (3) The number of the sheet and the total number of sheets
- (4) Vicinity Map showing the relationship of the site to the surrounding area within one mile
- (5) Legal Description
- (6) All Town required Notes
- (7) All required Certifications

(c) Drafting Information Block

When required, a drafting information block shall be located in the lower right-hand corner of all sheets and include the following information:

- (1) Name of proposal;
- (2) Preparation date and revision dates of subsequent submittals;
- (3) North arrow designated as true north;
- (4) Written and graphic scale;
- (5) Legend; and
- (6) Number of the sheet and the total number of sheets.

(d) Landscape and Streetscape Plan

When required, a landscape and streetscape plan shall be prepared by a qualified professional and electronically submitted on one or more sheets with a minimum scale of one-inch equals fifty feet (1" = 50'). Larger scales are encouraged to effectively portray the landscape and streetscape plan. The landscape and streetscape plan shall contain the following information:

- (1) Drafting Information Block.
- (2) If the landscape and streetscape plan contains multiple pages, a key map showing pages as they fit together over the entire development.
- (3) Building footprint.
- (4) Parking lots.
- (5) Location and dimensions of all landscaped areas.
- (6) All plant material drawn to scale at maturity.
- (7) The location, quantity and size of all landscape materials.
- (8) A table listing all plant materials (botanical name, common name), the quantity planted, mature size, and years to maturity.
- (9) A table showing compliance with each Landscape Category as required by Section 13.08.090 (see example below).
- (10) A table showing compliance with parking interior landscaping as required by Section 13.08.090.
- (11) Location and identification of any existing and protected trees to remain.
- (12) A note on the landscape and streetscape plan stating that **"No change to the approved landscape and streetscape plan may occur without prior approval from the Town and the Water and Sanitation District."**
- (13) A full cost estimate for installation, based on current Town tree and shrub pricing, at the time of submission and prior to final approval. Cost estimates will be approved by the Town and used in the calculation of financial guarantees per Section 13.03.050 of the LDO should the applicant not be able to complete the landscape installation prior to requesting a Certificate of Occupancy or certificate of completion.
- (14) See example Landscape Table on the next page.

LANDSCAPE REQUIREMENTS

A. INTERNAL LANDSCAPING										
NET SITE AREA		LANDSCAPE AREA			% LIVE COVER					
		REQUIRED (15%)	PROVIDED	SURPLUS / DEFICIT	REQUIRED (75%)	PROVIDED	SURPLUS / DEFICIT			
39,507		5,926	11,120	5193.95	4,445	8,896	4451.46			
INTERNAL LANDSCAPE AREA (S.F.)		TREE REQUIREMENT 1/1500 S.F.			SHRUB REQUIREMENT 5/1500 S.F.			TREE EQUIVALENT CALCULATION		
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED	SURPLUS / DEFICIT	Shrubs available for Tree Equivalents	Total Equivalent Trees	Total Tree & Tree Equivalents Provided
5,926		4	4	0	20	20	0	0	0	4
B. STREETSCAPE LANDSCAPE										
LOCATION	LENGTH	TREE REQUIREMENT 1/40 LF						TREE EQUIVALENT CALCULATION		
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED		Shrubs available for Tree Equivalents	Total Equivalent Trees	Total Tree & Tree Equivalents Provided
HESS ROAD	132	4	4	0	NA			0	0	4
C. LANDSCAPE PERIMETER (STANDARD)										
LOCATION	LENGTH / PERCENT	TREE REQUIREMENT 1 /40 LF			SHRUB REQUIREMENT 5/40 LF			TREE EQUIVALENT CALCULATION		
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED	SURPLUS / DEFICIT	Shrubs available for Tree Equivalents	Total Equivalent Trees	Total Tree & Tree Equivalents Provided
NORTH PROPERTY LINE	132	4	4	0	17	17	0	0	0	4
EAST PROPERTY LINE	242	7	6	-1	31	41	10	10	1	7
MIN. EVERGREEN REQUIREMENT	40%	5	3	-2			0			
D. LANDSCAPE PERIMETER (ENHANCED)										
LOCATION	LENGTH / PERCENT	TREE REQUIREMENT 1 /25 LF			SHRUB REQUIREMENT 5/25 LF			TREE EQUIVALENT CALCULATION		
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED	SURPLUS / DEFICIT	Shrubs available for Tree Equivalents	Total Equivalent Trees	Total Tree & Tree Equivalents Provided
WEST PROPERTY LINE	242	10	10	0	49	50	1	1	0	10
MIN. EVERGREEN REQUIREMENT	40%	4	6	2			0			
EVERGREEN TREE REQUIREMENT - OVERALL SITE										
MINIMUM EVERGREEN REQ.		25%								
Number of Trees		REQUIRED	PROVIDED							
29		8	9							

(e) Lot Drainage

When required, the following information be submitted by an individual lot owner upon completion of development as a prerequisite to obtaining a Certificate of Occupancy:

- (1) An as-built drawing of the individual lot which indicates actual lot elevations, including high and low points, sufficient to show the drainage patterns created after fine grading, setbacks and elevations and drainage patterns of all adjacent lots.
- (2) The elevation of all corners of all structures and the elevations a few feet away. Arrows showing the path of drainage shall also be included.
- (3) Grading and Drainage Certification statements (see Section B.2(a)).
- (4) A copy of the certification will be placed in the permit file for the structure.

(f) Photometric Plan

When required, a photometric plan shall include the following information:

- (1) The location and cut sheets for all proposed exterior fixtures;
- (2) Lumens per square foot for the entire property.
- (3) All fixtures located and labeled.
- (4) A table that includes the light fixture, name, label, height, fixture color, total lumens, lighting type, etc.
- (5) Light uniformity (Maximum to minimum).
- (6) Setbacks from property lines to all freestanding light fixtures.

(g) Shared Parking Plan

When required, a shared parking plan shall include the following information:

- (1) The location of the off-site parking area and the distance between it and the site;
- (2) The path of pedestrian travel (e.g., sidewalk, street, parking area(s), trails between buildings or land uses and the off-site parking area);
- (3) The availability of transit facilities and modes of available transit serving the site, including both public and private transit (e.g., car and vanpooling);
- (4) The total number of proposed off-site parking spaces; and
- (5) Information on total parking demand served by the off-site parking area, including:
 - a. The location and names of all buildings, structures, or land uses for which the off-site parking spaces are provided;
 - b. Days and hours of operation of the land uses that utilize the off-site parking area;
 - c. Peak days and hours of operation of such uses;
 - d. Parking calculations for each use that utilizes the off-site parking area, including calculations for the proposed land uses and existing land uses;
 - e. Mixed-use/shared parking reduction calculations, if used; and
 - f. If required by the Planning Director, or designee, a study by a transportation planner or traffic engineer to demonstrate that there is no substantial conflict (e.g., materially increased risk of vehicular-pedestrian conflict or unreasonable traffic congestion) inherent in the proposed off-site parking arrangement.

(h) Tree Conservation Plan

When required, a tree conservation plan shall contain the following information:

- (1) A site plan showing the location of all trees and shrub masses on the site which are equal to or greater in size than the trees specified in the Code. Each tree and shrub mass shall be labeled with a number that correlates to the table.

- (2) A table that lists the tree and shrub mass (including the label from the site plan) species type, caliper, height, health, valuation and whether the species will be removed, relocated or preserved.
- (3) Required notes:
 - a. All trees and shrubs designated as "*relocate*" shall be transplanted in accordance with standards and procedures set forth by the International Society of Arboriculture ("ISA"), or the Tree Care Industry Association ("TCIA").
 - b. Trees and shrubs designated as "*preserve*" on the conservation plan shall be protected from damage caused by construction-related activities in accordance with specifications set forth by the ISA or the TCIA.
 - c. Proposed grade changes or other potentially injurious work adjacent to trees and shrubs designated for preservation with specifications for maintaining ground drainage, minimizing root damage, and maintaining or improving aeration around such plantings.
 - d. Such other information that the Town deems essential, including, but not limited to, planting details, construction protection measures, plant sources, off-site impacts and other details deemed appropriate by the Town.
 - e. The information provided in the tree conservation plan may be combined with the required landscape and streetscape plan.

3. Specific Applications - Additional Requirements

(a) General

- (1) In addition to the general submittal requirements listed in Section 1., applicants shall submit the following information specific to each application type. If the specific application type is not listed in either the Land Use Applications or Permits sections of this document, only the general submittal requirements apply.
- (2) As determined by the Planning Department, the applicant may be required to provide other documentation not listed in this Section.
- (3) The Planning Department may reject any online submittal which, in its opinion, is an incomplete submittal with any missing required information.
- (4) For any scaled site plans, surveys, or other drawings, the Planning Department may request that other significant topographic conditions be depicted at greater or lesser intervals where appropriate.
- (5) All map documents shall be electronic and formatted to a 24" by 36" layout. Unless otherwise noted in the specific requirements, acceptable scales include one inch equals 100 feet (1" = 100') and 200 feet (1" = 200').

(b) Land Use Applications

(1) Approval Extension Request – Section 13.03.030(h)(9)b.

Approval Extension Request	
Submittal Requirements	Details to Include
Narrative	☐ A narrative stating the reasons for the applicant's inability to comply with the specified deadlines ☐ Summary addressing the criteria set forth in Section 13.03.030(h)(9)b of the LDO
Chronology and Schedule	☐ Chronology of the actions taken to comply with specified deadlines ☐ Schedule for project completion within the requested extension period

(2) Administrative Adjustment – Section 13.03.040(c)

Administrative Adjustment Application	
Submittal Requirements	Details to Include
Site Plan Exhibit	☐ Project Narrative ☐ Letter of Authorization ☐ A Site Plan Exhibit meeting the requirements listed in Section B.3(b)(10), highlighted and/or clouded changes only
PD Plan/Guide Exhibit	☐ Project Narrative ☐ Letter of Authorization ☐ A PD Plan or Guide Exhibit meeting the requirements listed for Development Plan/Development Guide in Section B.3(b)(4), highlighted and/or clouded changes only *All PD Plan and Guide Adjustments shall follow the requirements outlined in Section B.3(b)(4), below.

(3) Annexation – Section 13.03.040(d)

*Requires concurrent zoning application. See Section 3.(e).

Annexation Application	
Submittal Requirements	Details to Include
Petition for Annexation	☐ See requirements in the Annexation Developer Assistance Packet
Annexation Plat	☐ Cover Sheet: ☐ Drafting Information Block ☐ Certifications: ☐ Town Council ☐ Professional Surveyor ☐ Summary Table: includes the total acres that are to be annexed and a contiguity analysis per state law. In the case of a roadway, add line and curve tables ☐ Annexation Plat (subsequent sheet): ☐ Drafting Information Block

Annexation Application	
Submittal Requirements	Details to Include
	☐ A margin line shall be drawn completely around each sheet leaving a margin at least one-half inch on all sides entirely blank ☐ Property Lines: ☐ Show the boundary line of the site in a heavy solid line ☐ Show all adjacent ownership parcels, legal description, and recordation information ☐ Show all contiguous municipal boundaries, dimensioned. ☐ Streets: Show all adjoining and internal streets and rights-of-way (ROW's) and label the street names
Fiscal Impact Study	☐ Revenues and expenditures attributable to the proposed development ☐ See requirements in the Annexation Developer Assistance Packet
Annexation Impact Report	Per C.R.S. 31-12-108.5 Annexations of property 10 acres in size or larger shall prepare an Annexation Impact Report that shall be sent to the County Commissioners a minimum of 25 days prior to the Public Hearing. The following documents need to be submitted to be included in this report: ☐ A map or maps of the municipality and adjacent territory to show the following information: ☐ The present and proposed boundaries of the municipality in the vicinity of the proposed annexation; ☐ The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and ☐ The existing and proposed land use pattern in the areas to be annexed ☐ A statement identifying existing districts within the area to be annexed. ☐ A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students

(4) Zoning-Rezoning/Planned Development Adjustment– Section 13.03.040(n)

Zoning-Rezoning/Planned Development Adjustment Application	
Submittal Requirements	Details to Include
Adjacent Property Owner List	☐ Alphabetical list of all property owners within 500 feet of the affected property
Existing Condition Map	☐ Drafting Information Block ☐ All adjacent land. Land not part of the proposed request shall be noted as an exception ☐ All natural and man-made water courses, retention areas, streams, and lakes

Zoning-Rezoning/Planned Development Adjustment Application	
Submittal Requirements	Details to Include
	☐ Any known one-hundred-year floodplain affecting the property ☐ Topography on the site at five-foot contours. Other significant topographical conditions should be shown at more defined contours ☐ Access to the proposed development/site ☐ All existing structures on the site, their uses and whether they are to remain on the site ☐ Existing easements on the site, their uses and who holds or owns the right to that easement ☐ All existing streets, drives and roads on or affecting the site, and the names of existing streets on or adjoining the site ☐ Existing land uses on adjoining properties and said property's zoning ☐ Existing zoning of the site, the proposed zoning of the site or the portion in the request, average lot size, proposed density, and all public/private sources of utility services/facilities ☐ Any land to be dedicated to the Town ☐ Any unique features on the site; historical features, unique land forms, views, etc.
Rezoning Map	☐ Drafting Information Block ☐ Existing land uses on adjoining properties and said property's zoning with property lines ☐ Land use areas, community parks, sites to be dedicated for public facilities, adjacent roadways, internal roadways, public and/or private access and other information as may be required to fully illustrate the proposal
Development Plan (Planned Development Only)	☐ Cover Sheet: ☐ Drafting Information Block ☐ Certifications: ☐ Professional Surveyor ☐ Planning Commission ☐ Town Council ☐ Example Title block OPEN MEADOWS PLANNED DEVELOPMENT Situated in the Northeast Quarter of Section 9, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado Page 1 of 3 ☐ PD Development Plan (subsequent sheets): ☐ All information noted in Rezoning Map above ☐ A land use table listing the various land use categories, acreages, number of residential units permitted and proposed density ☐ Existing and proposed zoning for the property

Zoning-Rezoning/Planned Development Adjustment Application	
Submittal Requirements	Details to Include
Development Guide	☐ Use the Town's approved template reflecting the variations in lot size, bulk, type of use or activity, density, lot coverage, open space or other regulations modified
Traffic Impact Study or Compliance Letter (as determined by the Town)	☐ See requirements in the Roadway Design and Construction Criteria Manual
Fiscal Impact Study (as determined by the Town)	☐ Revenues and expenditures attributable to the proposed development

(5) Framework Plan for Site Plan – Section 13.03.040(g)

Framework Plan for Site Plan Application	
Submittal Requirements	Details to Include
Existing Conditions Map	☐ Existing physical features on the site, including drainage ways, buildings, and structures with indication as to which are to be retained or removed ☐ Existing grading and drainage information drawn at five-foot intervals and related to United States Geological Survey (USGS) datum
Framework Plan Exhibit (Minimum scale of one-inch equals fifty feet (1" = 50'))	☐ Cover Sheet: ☐ Drafting Information Block ☐ Example Title block: LOT 2 OF DOUGLAS 234 FILING NO.6 CARWASH FRAMEWORK SITE PLAN LOCATED IN SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO PAGE 1 OF 2 ☐ Land use summary table with: ☐ Lot acreage and square footage ☐ Proposed use(s). ☐ Number of dwelling units if applicable ☐ Number of buildings ☐ Gross Floor Area of each building and totals ☐ Setbacks (Required and Provided) ☐ Parking (Required and Provided) Compact/Standard/Accessible ☐ Bicycle Parking (Required and Provided) ☐ Percentage Landscape (Required and Provided) ☐ Framework Plan Site Plan (subsequent sheets): ☐ Drafting Information Block

Framework Plan for Site Plan Application	
Submittal Requirements	Details to Include
	☐ Basic Building envelopes, sizes, setbacks, and heights of all proposed and existing structures ☐ Proposed internal drive aisles and access alignments ☐ Proposed locations of bike/pedestrian paths and walkways ☐ Proposed locations and dimensions of landscaped areas ☐ Location of all existing and proposed recreational amenities ☐ Size and location of all existing and proposed public or private utility and emergency easements or other rights-of-way ☐ Parking ☐ Proposed layout of parking area including location and dimensions of parking spaces ☐ Number parking stalls
Conceptual Architectural Renderings (Building Elevations)	☐ Front, rear and side elevations ☐ Proposed exterior surfacing materials and colors

(6) Framework Plan for Subdivision/Rezoning – Section 13.03.040(q)(5) and 13.03.040(g)

Framework Plan for Subdivision or Rezoning Application	
Submittal Requirements	Details to Include
Existing Conditions Map	☐ All significant natural and man-made features, easements and rights-of-way on the proposed site and adjacent property within 100 feet ☐ Identify any known historical or archaeological sites ☐ Note significant natural or man-made features within and adjacent to the proposed subdivision ☐ Depict known potential hazard areas including: geologic hazard areas and areas of 20% or greater slope ☐ Note short- and long-range views onto or from the site, including scenic mountain views, buttes, rock outcroppings, drainages, and related matters ☐ Depict any significant existing stands of vegetation and identify the type of vegetation
Framework Plan Exhibit	☐ Cover Sheet: ☐ Drafting Information Block ☐ Example Title block: PARKER ACRES FRAMEWORK PLAN A PORTION OF THE WEST ½ OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO 28.05 ACRES, 35 RESIDENTIAL LOTS AND 3 TRACTS PAGE 1-5

Framework Plan for Subdivision or Rezoning Application	
Submittal Requirements	Details to Include
	☐ Land use summary table including acreage, unit counts and use ☐ Framework Plan Subdivision (subsequent sheets): ☐ All lots, tracts and, when appropriate, building envelopes. Lots shall be numbered consecutively and tracts shall be lettered alphabetically. On residential uses, tracts shall be used exclusively for nonresidential uses, such as areas to be dedicated to the Town for park or school sites ☐ The boundary of the proposed subdivision depicted in a heavy solid line. Note those areas not included in the subdivision as "Not included in this plat." ☐ All easements, including existing and proposed, public or private, on and adjacent to the proposed subdivision. For each, specify their use, principal dimensions and the owner or right holder of the easement ☐ All regulatory one-hundred-year floodplains and floodways, all existing and proposed watercourses, retention and detention areas, wetlands, known aquifer recharge areas, streams and lakes on the affected property and environmentally sensitive areas within 100 feet of the property ☐ Conceptual design of the following items: ☐ Local, collector and arterial streets, including principal dimensions ☐ Pedestrian and open space systems, including connections to adjacent development and open space areas. Include width and surface type for all pedestrian paths and/or trails ☐ Focal points, community facilities and other special features ☐ The treatment of potentially conflicting land uses
Site Feature Discussion	☐ Description of site features as depicted on the plan that may affect the evaluation of the proposed development
Adequate Facilities Narrative	☐ Description of the availability and adequacy of other necessary services including, but not limited to, fire and police protection, schools, recreation, utilities, and open space
Conceptual Grading Plan	☐ Existing and proposed contours at five-foot intervals ☐ Existing contours shown as dashed lines and proposed contours as solid lines

(7) Historic Preservation Applications – Section 13.03.040(h)

Contact Planning staff.

(8) LDO Adoption or Amendment – Section 13.03.040(i)

All applications shall follow Town ordinance adoption process.

(9) Master Plan Amendment – Section 13.03.040(k)

Requirements and process are pursuant to the Town's Master Plan Amendment Policy 2022-01 attached to this document.

(10) Site Plan – Section 13.03.040(p)

Site Plan Application	
Submittal Requirements	Details to Include
Existing Conditions Map	☐ Existing physical features on the site, including drainage facilities, buildings, and structures with indication as to which are to be retained or removed ☐ Existing grading and drainage information drawn at five-foot intervals and related to United States Geological Survey (USGS) datum
Site Plan Exhibit	☐ Cover Sheet: ☐ Drafting Information Block ☐ Example Title block: LOT 2 OF DOUGLAS 234 FILING NO.6 CARWASH SITE PLAN LOCATED IN SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO PAGE 1 OF 2 ☐ Land use summary table with: ☐ Lot acreage and square footage ☐ Proposed use(s) ☐ Number of dwelling units, if applicable ☐ Number of buildings ☐ Gross Floor Area of each building and totals ☐ Setbacks (Required and Provided) ☐ Parking (Required and Provided); Compact/Standard/Accessible ☐ Bicycle Parking (Required and Provided) ☐ Percentage Landscape (Required and Provided) ☐ Site Plan (subsequent sheets): ☐ Drafting Information Block ☐ Building footprint, building size, setbacks, and heights of all proposed and existing structures (retained on the site) ☐ Location, dimensions, and names of adjacent streets, and proposed internal access drive/aisle Where applicable, proper sight triangles and sight distance criteria will be shown on the site plan as provided in the Roadway Design and Construction Criteria ☐ Location and dimensions of bike/pedestrian paths and walkways. ☐ Location, dimensions, and number of bicycle parking including a graphic showing color, material, and design ☐ Parking ☐ Layout of parking area including location and dimensions of parking spaces, landscape islands, access drive/aisle with indication of direction of travel

Site Plan Application	
Submittal Requirements	Details to Include
	☐ Number parking stalls provided and required ☐ Adjacent properties and their physical features within 50 feet of the property line shall be identified including setback dimensions of adjacent structures ☐ Size and location of all existing and proposed public or private utility and emergency easements or other rights-of-way
Final Landscape and Streetscape Plan	☐ See requirements in Section 2.
Tree Conservation Plan	☐ See requirements in Section 2.
Final Park Facilities Master Plan (may be combined with Final Landscape and Streetscape Plan)	☐ Compliant with Town of Parker Parks, Trails, Open Space & Streetscape Design and Construction Manual ☐ Location of all existing and proposed recreational amenities ☐ Boundary of area proposed to be counted towards park area ☐ Specification Sheet for all provided amenities including dimensions, material, and colors ☐ Summary table outlining conformance with Section 13.08.030, <i>Land Dedications</i> ☐ Summary table showing area required and area provided
Architectural Renderings (Building Elevations)	☐ Front, rear and side elevations to scale for all structures including trash enclosures. Elevations must show: ☐ All exterior surfacing materials and colors. ☐ Building lighting and architectural accents. ☐ Percentage of transparency per elevation ☐ Building height
Perspective/3D Renderings	☐ Perspective/3D renderings for all structures.
Material Board	☐ Board with physical samples of materials proposed ☐ Maximum size of 24" x 36" unless otherwise approved by the case planner ☐ Upload a digital photo of material board to the case file
Final Grading Plan	☐ Proposed finished grades at one-foot intervals and contours. ☐ Any proposed retaining walls including location, material, color, and height (top of wall and bottom of wall measurements)
Final Drainage Report and Plan (if a final drainage plan as part of a subdivision has not been approved)	☐ See requirements in the Storm Drainage and Environmental Criteria Manual. ☐ Must include supporting calculations, erosion control plan, drainage construction drawings and overlot grading plan. ☐ The Director of Engineering may allow for a drainage compliance letter where a final drainage plan was approved with the original subdivision.
Civil and Road Construction Drawings (100%)	☐ See requirements in the Roadway Design and Construction Criteria Manual and Storm Drainage and Environmental Criteria Manual (contact Engineering for additional information)
Public Improvement Cost Estimates	☐ Contact Engineering for additional information.

Site Plan Application	
Submittal Requirements	Details to Include
Traffic Impact Study or Compliance Letter	☐ Description of the impact of the development on the immediate and regional traffic, and other concerns as requested by the Town ☐ See requirements in the Roadway Design and Construction Criteria Manual and the transportation portion of the Town Master Plan ☐ *Must be prepared by a licensed Traffic Engineer ☐ The Director of Engineering may allow for a drainage compliance letter where a final drainage plan was approved with the original subdivision
Final Utility Plan	☐ See requirements of appropriate service provider.
Water and Sanitation Construction Drawings	☐ Refer to Water and Sanitation District for requirements.
Geology Report	☐ Description of geologic characteristics of the site, including any potential natural or man-made hazards which would have a significant influence on the proposed uses of the land, a determination of what effect such factors would have and proposed corrective or protective measures
Soils Report	☐ A report based on information from the Soil Conservation Service of the United States Department of Agriculture (USDA) or another form acceptable to staff that minimally includes: ☐ A description of site soil types, locations and characteristics with supporting soil maps, soil logs and other information needed to determine soil suitability for proposed development; ☐ Constraints on development based on the findings; and ☐ Analysis and evaluation of such information with recommendations regarding structural constraints, erosion control and a determination of the adequacy of the structural characteristics of the soil as they relate to the proposed uses and development

(11) Condominium Map / Plat – Section 13.03.040(q)(3)

Condominium Map/Plat Application	
Submittal Requirements	Details to Include
Condominium Agreements	☐ Copy of any protective covenants, declarations, party wall agreements or other restrictions to be placed on the subdivision and recorded in the Office of the Clerk and Recorder with the condominium unit map
Condominium Map Exhibit	☐ Cover Sheet: ☐ Drafting Information Block ☐ Certifications: ☐ Ownership Signature ☐ Professional Surveyor ☐ Planning Director

Condominium Map/Plat Application	
Submittal Requirements	Details to Include
	☐ Example Title block: OPEN MEADOWS CONDOMINIUM PLAT BUILDING #1 A PORTION OF LOT 1, BLOCK 1, SKY VIEW FILING 1 LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO 25 UNITS PAGE 1 OF 3 ☐ Overall Site Map (subsequent sheets): ☐ Survey showing the overall property with the location of the building identified and including: ☐ Drafting Information Block ☐ Any area enclosed by the subdivision, but not a part thereof, shall be labeled "Not a part of this condominium unit map." ☐ Display ties to aliquot section corners and to the State grid, if available, which show dimensions of all primary boundary survey control points with complete monument and location descriptions, all parcel lines showing dimensions with lengths, bearings, and curve data, including chord lengths and bearings, basis of bearings and relation to true meridian and similar data. Only circular curves shall be used. No spirals, parabolas, etc. shall be used unless approved by the Department of Engineering. All dimensions are to be shown to the nearest 0.01' or in the case of degrees, to the nearest second. An accuracy of 1:50,000 (second order) minimum for linear and angular (bearing) closure shall be required for the boundary. All internal units shall have a closure accuracy of 0.01' ☐ Condominium Units Identified (subsequent sheets): ☐ Survey of the actual units proposed including: ☐ Drafting Information Block ☐ All plans, elevations, units, and elements shall be located, identified, and labeled with the appropriate dimension with sufficient linear, bearing and curve data. No ditto marks shall be used for dimensions ☐ Unit/suite numbers for each unit shall be shown ☐ Each unit/suite and garage shall include the total size in square feet

(12) Final Plat and Minor Development Plat – Section 13.03.040(q)(4) and 13.03.040(q)(6)

In addition to the requirements below, the Final Plat shall substantially conform to the approved Preliminary Plan and the Town Council's conditions of approval.

Final Plat/Minor Development Plat Application	
Submittal Requirements	Details to Include
Existing Conditions Map	☐ All significant natural and man-made features, easements and rights-of-way on the proposed site and adjacent property within 100 feet ☐ Existing structures on the site, their uses and whether they are to remain on the site ☐ Identify any historical or archaeological sites ☐ Note significant natural or man-made features within and adjacent to the proposed subdivision. ☐ Depict all potential hazard areas including: geologic hazard areas and areas of 20% or greater slope. ☐ Note short- and long-range views onto or from the site, including scenic mountain views, buttes, rock outcroppings, drainages, and related matters ☐ Depict any significant existing stands of vegetation and identify the type of vegetation ☐ Identify wildlife habitat areas, including breeding grounds, nesting areas, crossings, wintering areas, migratory routes, and related matters
Final Plat/Minor Development Plat Exhibit	☐ Cover Sheet: ☐ Drafting Information Block ☐ Certifications: ☐ Town Council Certificate, ☐ Planning Commission Certificate ☐ Surveyor Certificate ☐ Title Verification ☐ Ownership Certificate ☐ Acknowledgement Statement ☐ Dedication Statement ☐ Example Title block: PARKER BEST SUBDIVISION FILING NO. 11 SITUATED IN THE NORTHWEST ¼ SECTION 4 AND NORTHEAST ¼ SECTION TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO 16.644 ACRES, 79 LOTS, 2 TRACTS SHEET 1 OF 2 ☐ Land Use Summary Table: A table that outlines the breakdown of uses of the proposed Subdivision including lots, roads, open space, parks, and anything else

Final Plat/Minor Development Plat Application	
Submittal Requirements	Details to Include
Final Plan/Minor Development Plat Exhibit	☐ Tract Summary Table: A table that outlines all tracts proposed as part of the subdivision, their size in acres and square feet, proposed use, proposed ownership, and maintenance ☐ Lot Size Summary Table: A table that outlines the minimum, average and maximum lot sizes proposed within the subdivision ☐ Final Plat Sheets (subsequent sheets): ☐ Drafting Information Block ☐ All lots, tracts and, when appropriate, building envelopes. Lots shall be numbered consecutively and tracts shall be lettered alphabetically. On residential uses, tracts shall be used exclusively for nonresidential uses, such as areas to be dedicated to the Town for park or school sites ☐ Lot and tract sizes and dimensions ☐ The boundary of the proposed subdivision depicted in a heavy solid line. Note those areas not included in the subdivision as "Not included in this plat." ☐ Easements: ☐ The purpose, widths, and location (with fine dashed lines) of all easements and all abutting easements shall be clearly labeled and identified ☐ The owner or right holder of the easement ☐ Distances and bearings on the side lines of lots which are cut by an easement must be shown with an arrow or so shown that the plat will indicate clearly the actual length of the lot lines ☐ Deleted easements or rights-of-way, shown on the plat in dashed lines, or screened, with a note and arrow pointing to the item to be vacated, stating that the easement or right-of-way is hereby vacated. (Dashed lines shall be graphically different for existing vs. proposed vs. deleted.) ☐ Recorded references of all easements shown on plat that are currently of record ☐ If any easement already of record cannot be definitely located, a statement of its existence, the nature thereof and its recorded reference must appear on the Cover Sheet ☐ All regulatory one-hundred-year floodplains and floodways, all existing and proposed watercourses, retention and detention areas, wetlands, known aquifer recharge areas, streams and lakes on the affected property and environmentally sensitive areas within 100 feet of the property ☐ Name and principal dimension (width) of all street rights-of-way. Roads shall be identified by the classification system defined by the Roadway Design and Construction Criteria Manual

Final Plat/Minor Development Plat Application	
Submittal Requirements	Details to Include
	☐ Legal and physical public access to the proposed subdivision even if not part of the subdivision ☐ Display ties to aliquot section corners and to the State grid, if available, which show dimensions of all primary boundary survey control points with complete monument and location descriptions, all parcel lines showing dimensions with lengths, bearings, and curve data, including chord lengths and bearings, basis of bearings and relation to true meridian and similar data. Only circular curves shall be used. No spirals, parabolas, etc. shall be used unless approved by the Department of Engineering. All dimensions are to be shown to the nearest 0.01' or in the case of degrees, to the nearest second. An accuracy of 1:50,000 (second order) minimum for linear and angular (bearing) closure shall be required for the boundary. All internal lots, tracts or parcels shall have a closure accuracy of 0.01'
Final Landscape and Streetscape Plan	☐ See requirements in Section 2. ☐ Compliant with the Land Development Ordinance ☐ Compliant with Town of Parker Parks, Trails, Open Space & Streetscape Design and Construction Manual
Tree Conservation Plan	☐ See requirements in Section 2.
Final Park Facilities Master Plan (may be combined with Final Landscape and Streetscape Plan)	☐ Compliant with Town of Parker Parks, Trails, Open Space & Streetscape Design and Construction Manual ☐ Location of all existing and proposed recreational amenities ☐ Boundary of area proposed to be counted towards park area ☐ Specification Sheet for all provided amenities including dimensions, material, and colors ☐ Summary table outlining conformance with Section 13.08.030, <i>Land Dedications</i> ☐ Summary table showing area required and area provided
Final Grading Plan	☐ Existing and proposed contours at five-foot intervals ☐ Existing contours shown as dashed lines and proposed contours as solid lines ☐ Cross sections may be required depending on the extent of proposed grading
Final Drainage Report and Plan	☐ See requirements in the Storm Drainage and Environmental Criteria Manual ☐ Must include supporting hydrologic and hydraulic calculations, plans, profiles, and details
Civil and Road Construction Drawings (100%)	☐ See requirements in the Roadway Design and Construction Criteria Manual ☐ Location, dimensions, and surface type of all pedestrian paths
Public Improvement Cost Estimates	☐ Contact Engineering for additional information.

Final Plat/Minor Development Plat Application	
Submittal Requirements	Details to Include
Water and Sanitation Construction Drawings	☐ Refer to Water and Sanitation District for requirements.
Address Plat	☐ For all residential plats, a plat showing the lot including lot and block numbers with the proposed addresses

(13) Plat Correction and Street Name Change – Section 13.03.040(q)(7) and 13.03.040(q)(10)

Plat Correction and Street Name Change Application	
Submittal Requirements	Details to Include
Submittal Documentation	☐ Narrative explaining error or omission ☐ Specific plat to be corrected and the reception number of the plat ☐ Plat exhibit identifying error or omission and/or description of necessary corrective action ☐ When Plat Correction is a Street Name Change: ☐ All street name changes shall be reviewed and approved by the Town, Fire Protection District and Douglas County prior to approval of a Plat Correction ☐ When the request for a street name change includes properties where addresses have been assigned, the applicant shall notify all affected individuals by certified mail ☐ The Plat Correction Certificate will be prepared by the Town Attorney, if applicable

(14) Preliminary Plan – Section 13.03.040(q)(8)

Preliminary Plan Application	
Submittal Requirements	Details to Include
Existing Conditions Map	☐ All significant natural and man-made features, easements and rights-of-way on the proposed site and adjacent property within 100 feet ☐ Existing structures on the site, their uses and whether they are to remain on the site ☐ Identify any historical or archaeological sites. ☐ Note significant natural or man-made features within and adjacent to the proposed subdivision. ☐ Depict all potential hazard areas including: geologic hazard areas and areas of 20% or greater slope ☐ Note short- and long-range views onto or from the site, including scenic mountain views, buttes, rock outcroppings, drainages, and related matters. ☐ Depict any significant existing stands of vegetation and identify the type of vegetation ☐ Identify wildlife habitat areas, including breeding grounds, nesting areas, crossings, wintering areas, migratory routes, and related matters

Preliminary Plan Application	
Submittal Requirements	Details to Include
Preliminary Plan Exhibit	☐ Cover Sheet: ☐ Drafting Information Block ☐ Example Title block: PARKER ACRES PRELIMINARY PLAN A PORTION OF THE WEST ½ OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO 28.05 ACRES, 35 RESIDENTIAL LOTS AND 3 TRACTS PAGE 1 OF 5 ☐ Land Use Summary Table: A table that outlines the breakdown of uses of the proposed Subdivision including lots, roads, open space, parks, and anything else ☐ Tract Summary Table: A table that outlines all tracts proposed as part of the subdivision, their size in acres and square feet, proposed use, proposed ownership, and maintenance ☐ Lot Size Summary Table: A table that outlines the minimum, average and maximum lot sizes proposed within the subdivision ☐ Preliminary Plan (subsequent sheets): ☐ Drafting Information Block ☐ All lots, tracts and, when appropriate, building envelopes. Lots shall be numbered consecutively, tracts shall be lettered alphabetically ☐ On residential uses, tracts shall be used exclusively for nonresidential uses, such as areas to be dedicated to the Town for park or school sites ☐ Lot and tract sizes ☐ The boundary of the proposed subdivision depicted in a heavy solid line. Note those areas not included in the subdivision as "Not included in this plat." ☐ Easements: ☐ The purpose, widths, and location (with fine dashed lines) of all easements and all abutting easements shall be clearly labeled and identified ☐ The owner or right holder of the easement ☐ Distances and bearings on the side lines of lots which are cut by an easement must be shown with an arrow or so shown that the plat will indicate clearly the actual length of the lot lines ☐ All regulatory one-hundred-year floodplains and floodways, all existing and proposed watercourses, retention and detention areas, wetlands, known aquifer recharge areas, streams and

Preliminary Plan Application	
Submittal Requirements	Details to Include
	lakes on the affected property and environmentally sensitive areas within 100 feet of the property ☐ Name and principal dimension of all street rights-of-way. Roads shall be identified by the classification system defined by the Roadway Design and Construction Criteria Manual ☐ Legal and physical public access to the proposed subdivision even if not part of the subdivision
Lot Fit Analysis	☐ Visual depiction of lots with typical building footprints and setbacks
Adequate Facilities Narrative	☐ Description of the availability and adequacy of other necessary services including, but not limited to, fire and police protection, schools, recreation, utilities, and open space
Proof of Water and Sanitation Supply	☐ A letter of commitment to serve the proposed subdivision stating capacity to serve and feasibility of extending service to the area
Resource Protection Discussion	☐ Description of on the effect of the proposal on significant cultural, archaeological, and historical resources and plans for protection of such resources
Preliminary Landscape and Streetscape Plan	☐ See requirements in Section 2. ☐ Compliant with the Land Development Ordinance ☐ Compliant with Town of Parker Parks, Trails, Open Space & Streetscape Design and Construction Manual.
Tree Conservation Plan	☐ See requirements in Section 2.
Preliminary Park Facilities Master Plan (may be combined with Preliminary Landscape and Streetscape Plan)	☐ Compliant with Town of Parker Parks, Trails, Open Space & Streetscape Design and Construction Manual ☐ Full plans including landscaping, irrigation and location, size, and description of park amenities ☐ Location, dimensions, and surface type of all pedestrian paths
Road Plan and Profiles	☐ See requirements in the Roadway Design and Construction Criteria Manual
Preliminary Grading Plan	☐ Existing and proposed contours at five-foot intervals ☐ Existing contours shown as dashed lines and proposed contours as solid lines ☐ Cross sections may be required depending on the extent of proposed grading
Preliminary Drainage Report and Plan	☐ See requirements in the Storm Drainage and Environmental Criteria Manual ☐ Must include supporting hydrologic and hydraulic calculations, plans, profiles, and details
Civil and Road Construction Drawings (70%)	☐ See requirements in the Roadway Design and Construction Criteria Manual
Traffic Impact Study or Compliance Letter or Compliance Letter	☐ Description of the impact of the proposal on the immediate and regional traffic, and other concerns as requested by the Town and infrastructure improvements required to mitigate the impacts

Preliminary Plan Application	
Submittal Requirements	Details to Include
	☐ See requirements in the Roadway Design and Construction Criteria Manual, the Parker Transportation Master Plan, and the transportation portion of the Town Master Plan ☐ Must be prepared by a licensed Traffic Engineer
Preliminary Utility Plan	☐ See requirements of appropriate service provider
Water and Sanitation Construction Drawings	☐ Refer to Water and Sanitation District for requirements
Geology Report	☐ Description of geologic characteristics of the site, including any potential natural or man-made hazards which would have a significant influence on the proposed uses of the land, a determination of what effect such factors would have and proposed corrective or protective measures
Soils Report	☐ A report based on information from the Soil Conservation Service of the United States Department of Agriculture (USDA) or another form acceptable to staff that minimally includes: ☐ A description of site soil types, locations and characteristics with supporting soil maps, soil logs and other information needed to determine soil suitability for proposed development; ☐ Constraints on development based on the findings; and ☐ Analysis and evaluation of such information with recommendations regarding structural constraints, erosion control and a determination of the adequacy of the structural characteristics of the soil as they relate to the proposed uses and development
Additional Information	☐ List of potential street names to be approved by Douglas County

(15) Replat (Minor Reconfigurations) and Plat Amendments – Section 13.03.040(q)(9)

Replat and Plat Amendments Application	
Submittal Requirements	Details to Include
Replat or Vacation Exhibit	☐ See requirements for Final Plat Exhibit ☐ Example Title block: COUNTRY ACRES Filing 2, 1st Amendment A VACATION AND REPLAT OF LOTS 1-8, BLOCK 4, A PART OF THE W½ OF SECTION 9, T6S, R66W OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

(16) Vacation of Easements and Public Right of Way – Section 13.03.040(q)(11)a, 13.03.040(q)(11)b, 13.03.040(q)(11)c, and 13.03.040(q)(11)d

Vacation Application	
Submittal Requirements	Details to Include
Easement Vacation Submittal Documents	Easement Dedicated by Plat: ☐ See Replat requirements in Section B.3(b)(15) Easement Dedicated by Separate Easement Document (Town Easements Only): ☐ Processed by Ordinance Easement Dedicated by Separate Document (Not Town Easements): Not processed by the Town
Exhibit for Town Right-of-Way Vacation	☐ See requirements in Section 10.12 of the Parker Municipal Code
Legal Description	☐ Legal description of the easement or public right-of-way to be vacated, including book and page numbers, and reception number, as applicable

(17) Use by Special Review – General - Section 13.03.040(s)

Use by Special Review General Application	
Submittal Requirements	Details to Include
Conceptual Site Plan Exhibit	New Building: ☐ General site plan that shows building location on the site with parking, landscaping areas and access points Existing Building: ☐ General location of the use within the building including square footage ☐ Proposed changes to the exterior of building or site to accommodate the proposed use
Additional Information	Additional information may be required including, but not limited to: ☐ Traffic Impact Study or Compliance Letter ☐ Statement regarding anticipated noise emissions from the proposed use and plans for mitigating noise ☐ Screening and buffer details

(18) Use by Special Review – Major Utilities, Section 13.03.040(t) and Water and Sewer, Section 13.03.040(u)

Use by Special Review – Major Utility or Water and Sewer Application	
Submittal Requirements	Details to Include
Conceptual Site Plan Exhibit	New Building: ☐ General site plan that shows building location on the site with parking, landscaping areas and access points Existing Building: ☐ General location of the use within the building including square footage ☐ Proposed changes to the exterior of building or site to accommodate the proposed use

Use by Special Review – Major Utility or Water and Sewer Application	
Submittal Requirements	Details to Include
Additional Information	Additional information may be required including, but not limited to: ☐ Traffic Impact Study or Compliance Letter ☐ Statement regarding anticipated noise emissions from the proposed use and plans for mitigating noise ☐ Screening and buffer details ☐ (Major Utility) Alternatives considered by applicant

(19) Use by Special Review – Wireless Communication Facilities – Section 13.03.040(v) and Section 13.05.040

Use by Special Review- WCF Application	
Submittal Requirements	Details to Include
Conceptual Site Plan Exhibit	New Building: ☐ General site plan that shows building location on the site with parking, landscaping areas and access points Existing Building: ☐ General location of the use within the building including square footage ☐ Proposed changes to the exterior of building or site to accommodate the proposed use
Additional Information	Additional information may be required including, but not limited to: ☐ Traffic Impact Study or Compliance Letter ☐ Statement regarding anticipated noise emissions from the proposed use and plans for mitigating noise ☐ Screening and buffer details

(20) Use by Special Review – Oil and Gas Operation – Section 13.03.040(s) and Chapter 13.06

Use by Special Review – Oil and Gas Operation Application	
Submittal Requirements	Details to Include
Additional Application Information	☐ The operator's name and address and, if the operator is a corporation, the State of incorporation and, if the operator is a partnership, the names, and addresses of the general partners ☐ The name, address, telephone number, fax number and e-mail address of the individual designated by the operator to receive notices ☐ The aliquot legal description of the property to be used for the oil/gas operation and the assessor's parcel number for the property. Property recorded by plat shall also be identified by subdivision name and block and lot numbers ☐ The well name ☐ The mineral lessee's name and address ☐ The name and address of the representative with supervisory authority over the oil and gas operation site activities and a twenty-four-hour emergency phone number ☐ The name and address of the surface owner

Use by Special Review – Oil and Gas Operation Application	
Submittal Requirements	Details to Include
	☐ The name, address and telephone number of the person or firm designated by the operator to file the use by special review application and prepare the site plan and related exhibits
Site Plan (Minimum scale of one-inch equals fifty feet (1" = 50'))	☐ Drafting Information Block ☐ A site plan of the proposed operation showing the location of all improvements and equipment, including the location of the proposed wells and other facilities, and including, but not limited to, pumps, motors, electrical power lines, tanks, flowlines, gathering lines, compressors, separators, and storage sheds. All existing tank batteries and transmission and gathering lines within 660 feet of the well site shall also be shown ☐ The location of layout, including, without limitation, the position of the drilling equipment and related facilities and structures, if applicable ☐ The location and description of all existing improvements and structures within 1,000 feet of the well, as well as proof that the new well or production facility meets all applicable setback requirements from any building unit as defined by the ECOMC ☐ Existing utility easements and other rights-of-way of record, if any, within a radius of 660 feet of the proposed well ☐ The location of existing irrigation or drainage ditches within 1,000 feet of the well site or production site, if any ☐ The applicant's drainage, grading and erosion control plans for the well site or production site. The applicant may submit the construction best management plan required by ECOMC to meet this requirement ☐ Location of access roads ☐ The location of existing oil and gas wells as reflected in ECOMC records within a 1,000 foot radius of the proposed location for the well and existing lease boundaries ☐ The names of abutting subdivisions or the names of owners of abutting, unplatted property within 300 feet of the proposed well site or production site ☐ The date the site plan was prepared and any revision numbers to the site plan, when applicable ☐ The location of existing wildlife and nature areas within 1,000 feet of the well site or production site, if any ☐ The location of the well site or production site in relation to existing lease boundaries
Transportation Routes	☐ A map showing the proposed transportation route for E & P waste products (as defined by the ECOMC regulations), produced water and produced liquid hydrocarbons from the well/production site to the preferred access to the State highway system. The map shall show and identify all wellhead and tank battery access roads and municipal and county streets and roadways used to access the State highway system

Use by Special Review – Oil and Gas Operation Application	
Submittal Requirements	Details to Include
	☐ A map showing the proposed transportation route for construction equipment and well drilling, completion, and reworking equipment from the well/production site to the preferred access to the State highway system. The map shall show and identify all wellhead and tank battery access roads and municipal and county streets and roadways used to access the State highway system ☐ All transportation routes which access the State highway system shall be required to obtain necessary Colorado Department of Transportation ("CDOT") access permits.
Written Narrative	☐ A title block or heading containing the operator's and surface owner's names and addresses, the well name, and the aliquot legal description of the well/ production site location ☐ Copies of the approved or submitted ECMC forms 1A, and 2 or 2A or 10, as applicable. If the applicant has not received approval from ECMC, the Town shall process the application conditioned on proof of an approved ECMC permit ☐ An operating plan ☐ A copy of the surface use agreement or acknowledgement, including reception number, that a surface use agreement or acknowledgement that a surface agreement has been executed and has been recorded with the Douglas County Clerk and Recorder's Office ☐ A list of all permits or approvals obtained or yet to be obtained from local, State, or federal agencies other than the ECMC ☐ An emergency response plan that is mutually acceptable to the operator and the South Metro Fire Rescue Authority and the Parker Police Department that includes a list of local telephone numbers of public and private entities and individuals to be notified in the event of an emergency, the location of the well and provisions for access by emergency response entities ☐ A fire protection plan that is mutually acceptable to the operator and the South Metro Fire Rescue Authority that includes planned actions for possible emergency events and any other pertinent information ☐ A plan for weed control at the well site ☐ A sanitary facilities plan that complies with ECMC regulations ☐ Verification of ownership of the mineral interest

(21) Residential Design Standards – Section 13.08.100(c)

Approval of a residential design plan for an entire subdivision shall be required prior to issuance of a building permit for any residential structure within the subdivision.

Residential Design Plan Matrix	
Submittal Requirements	Details to Include
Residential Design Plan	☐ Proposed lots and which model types are permitted on each lot using roman numerals

Residential Design Plan Matrix	
Submittal Requirements	Details to Include
Building Elevations	☐ Separate copies of the front and rear building elevations for each model unit that will be constructed in a filing ☐ Building elevations and roof plan shall be included on the same page. ☐ Only one set of elevations and roof plan shall be shown on any page. ☐ All elevations shall be accurately drawn using an identical scale of not less than 1/8" = 1'. ☐ Roof plans shall be no smaller than 1/16" = 1'.

(c) Permits

(1) Floodplain Development Permit – Section 13.03.040(e)

Contact Engineering/Public Works staff.

(2) Mobile Business Permit – Section 13.03.040(r)

Mobile Business Permit Application	
Submittal Requirements	Details to Include
Town of Parker Business License	☐ Must be current or in process
Additional Information	☐ County Health Department retail food license (Denver City or County not accepted) ☐ Mobile Business Affidavit
Inspection Required	☐ An inspection of the mobile business is required by the Town of Parker Building Department to include fire life safety prior to release of a mobile business permit

(3) Planned Sign Program – Section 13.03.040(l)

Planned Sign Program Application	
Submittal Requirements	Details to Include
Site Layout Drawing	☐ Existing property lines ☐ Approved buildings (including dimensions of building/unit frontages and square footage for each building) ☐ Location, materials, and maximum area for each sign that each occupant will be allowed to display
Sign Elevations (with color)	☐ Proposed signage with appropriate dimensions, including height, width, and depth drawing
Additional Information	☐ Calculation of the total amount of sign area for each structure broken down by elevation, and for the property as a whole ☐ Other supplemental materials deemed necessary for the review of the permit request, that may include, without limitation: ☐ Reallocation matrix for sign area from one eligible elevation to others ☐ A maintenance plan, including responsible parties ☐ A funding source for maintaining the feature

Planned Sign Program Application	
Submittal Requirements	Details to Include
	☐ Information on materials, paint, and other necessary information to assure proper maintenance and upkeep of the piece

(4) Sign Permit – Section 13.03.040(o)

Sign Permit Application	
Submittal Requirements	Details to Include
Sign Drawing	☐ Size and design (total sign area, number of signs, height, illumination, etc.) ☐ Location of signage relative to other improvements on the subject property ☐ Freestanding signs shown on recorded plat map, including setbacks from property lines and utility easements ☐ For permanent freestanding signs, stamped engineered footing drawings
Additional Information	☐ Official Town of Parker Letter of Authorization signed by Property Owner/Management Company ☐ Official Town of Parker Letter of Authorization signed by business owner with language stating that they are also responsible for completion of the sign permit including payment and inspections ☐ Other supplemental materials deemed necessary for the review of the permit request

(5) Temporary Sign Registration – Section 13.03.040(o)

Temporary Sign Registration Application	
Submittal Requirements	Details to Include
Registrant Information	☐ Registrant name, address, phone number and email address ☐ Parcel owner name, address, phone number and email address ☐ Parcel address
Sign Drawing	☐ Sign dimensions and height (if freestanding) ☐ Sign location shown on elevation picture (for banners) or suitable map (for freestanding signs)
Additional Information	☐ Start and end date and duration of sign display

(6) Temporary Use Permits – Section 13.03.040(r)

Temporary Use Permit Application	
Submittal Requirements	Details to Include
Site Plan Exhibit	☐ All required setbacks ☐ Access to the temporary use from a public right-of-way ☐ Dimensions of all existing and proposed structures, uses, display areas, lighting, and parking (if applicable), and any additional relevant information

Temporary Use Permit Application	
Submittal Requirements	Details to Include
	☐ Location of required off-street parking and loading areas, if applicable. All temporary uses which generate a need for parking shall provide parking on the same lot where the temporary use is located ☐ Location, type, and size of any proposed signage
Copy of Town of Parker Business/Sales Tax License	☐ Must be current
Additional Information	☐ Official Town of Parker Letter of Authorization signed by property owner/management company ☐ Other permits as may be required by Building Department such as tent, generator, etc ☐ An inspection of the site as required by the Town of Parker Building Department to include fire life safety prior to release of temporary use permit

4. Referrals

All applications may be submitted to Town departments and external agencies for review and comment, if in the opinion of the Planning Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application. Timelines for referrals are as follows (all timelines are in business days):

- (a) Completeness: 10 days
- (b) 1st Referral: 20 days
- (c) 2nd Referral: 15 Days
- (d) 3rd Referral (and beyond): 10 days

The Town will make every effort to meet these deadlines, however, circumstances may require additional time. The case planner will reach out to the applicant if timelines cannot be satisfied.

5. Other Agreements

The subsequent pages include the following attachments:

- (a) Policy for Master Plan Amendment**
- (b) Development Agreement Template**
- (c) Shared Parking Agreement Template**
- (d) Subdivision Improvement Agreement Template**

Please contact the Planning Department for current legal forms.

Summary Report

30 January 2018 - 09 April 2024

Let's Talk Parker

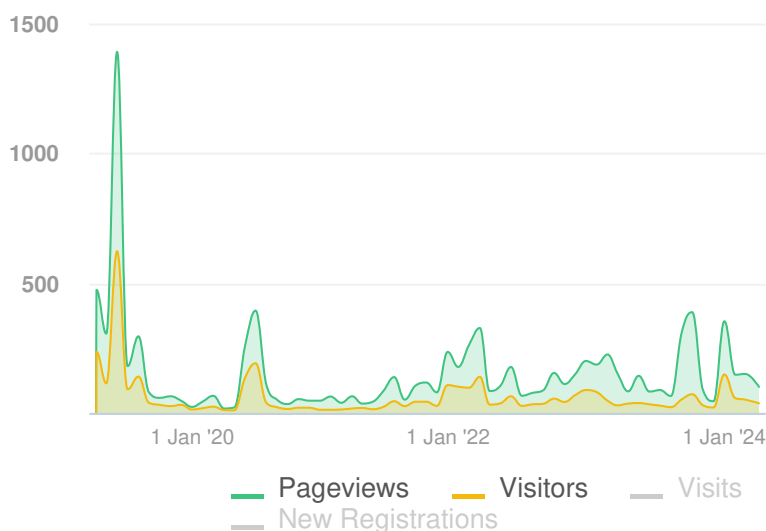
PROJECTS SELECTED: 1

Help Modernize Parker's Land Development Ordinance

FULL LIST AT THE END OF THE REPORT



Visitors Summary



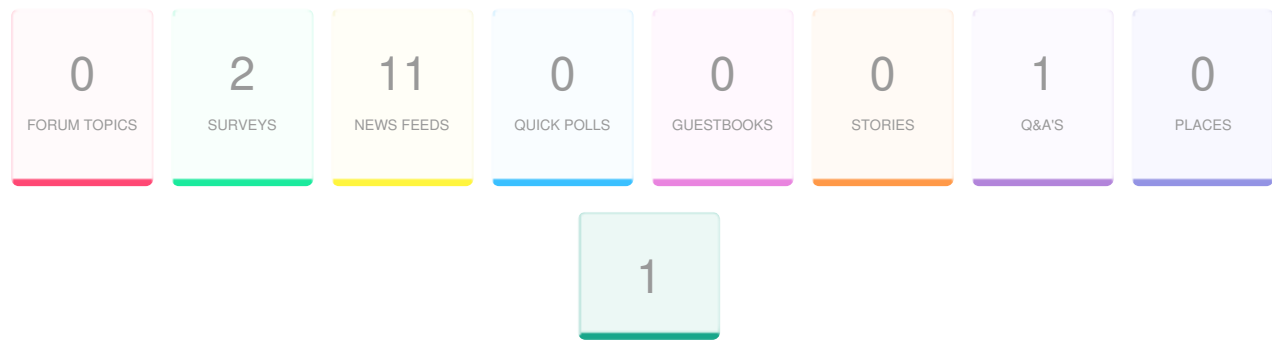
Highlights

TOTAL VISITS	MAX VISITORS PER DAY	
4.7 k	295	
NEW REGISTRATIONS		
53		
ENGAGED VISITORS	INFORMED VISITORS	AWARE VISITORS
224	1.4 k	3.1 k

PARTICIPANT SUMMARY

ENGAGED	224 ENGAGED PARTICIPANTS				(%)
		Registered	Unverified	Anonymous	
INFORMED	Contributed on Forums	0	0	0	
	Participated in Surveys	197	0	0	
	Contributed to Newsfeeds	0	0	0	
	Participated in Quick Polls	0	0	0	
AWARE	Posted on Guestbooks	0	0	0	
	Contributed to Stories	0	0	0	
	Asked Questions	0	0	0	
	Placed Pins on Places	0	0	0	
	Contributed to Ideas	32	0	1	
* A single engaged participant can perform multiple actions					* Calculated as a percentage of total visits to the Project
ENGAGED	1,393 INFORMED PARTICIPANTS				(%)
		Participants			
INFORMED	Viewed a video	0			
	Viewed a photo	0			
	Downloaded a document	841			
	Visited the Key Dates page	18			
AWARE	Visited an FAQ list Page	36			
	Visited Instagram Page	0			
	Visited Multiple Project Pages	627			
	Contributed to a tool (engaged)	224			
* A single informed participant can perform multiple actions					* Calculated as a percentage of total visits to the Project
ENGAGED	3,129 AWARE PARTICIPANTS				
		Participants			
INFORMED	Visited at least one Page	3,129			
AWARE					
* Aware user could have also performed an Informed or Engaged Action					* Total list of unique visitors to the project

ENGAGEMENT TOOLS SUMMARY



SURVEYS SUMMARY	
2	Surveys
197	Contributors
197	Submissions

TOP 3 SURVEYS BASED ON CONTRIBUTORS	
197	Contributors to Parker LDO Modernization Survey
0	Contributors to dfsadf

NEWSFEEDS SUMMARY	
11	NewsFeed
184	Visits
158	Visitors

TOP 3 NEWSFEEDS BASED ON VISITORS		
39	Visitors to	LDO Module 1 - Zoning Districts & Uses Public Draft Now Available for Review
30	Visitors to	LDO Module 2 - Development Standards Public Draft Now Available for Review and
23	Visitors to	Join us for the Land Development Ordinance – Modernization Project

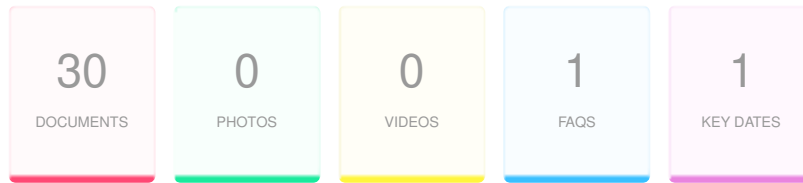
Q & A SUMMARY	
1	Q&As
0	Contributors
0	Questions

TOP 3 Q & A BASED ON CONTRIBUTORS	
0	Contributors to Q&A

IDEAS SUMMARY	
1	Ideas
33	Contributors
89	Contributions

TOP 3 IDEAS BASED ON CONTRIBUTORS	
33	Contributed to Project Comments

INFORMATION WIDGET SUMMARY



DOCUMENTS	
30	Documents
841	Visitors
1.78 k	Downloads

TOP 3 DOCUMENTS BASED ON DOWNLOADS		
731	321	163
Downloads	Downloads	Downloads
LDO Module 1 - Zoning Districts & Uses April 2020	LDO Community Meeting #1 - Presentation Boards, Feb. 20, 2019	LDO Module 2 - Development Standards Nov. 2021

FAQS	
1	Faqs
36	Visitors
37	Views

TOP 3 FAQS BASED ON VIEWS	
37	
Views	
Help Modernize Parker's Land Development Ordinance	

KEY DATES	
1	Key Dates
18	Visitors
18	Views

TOP 3 KEY DATES BASED ON VIEWS	
18	
Views	
Help Modernize Parker's Land Development Ordinance	

TRAFFIC SOURCES OVERVIEW

REFERRER URL	Visits
www.google.com	1444
m.facebook.com	428
www.parkeronline.org	147
www.facebook.com	71
l.facebook.com	64
parkeronline.org	62
t.co	43
www.bing.com	39
lm.facebook.com	29
android-app	28
www.bangthetable.com	20
www.landwithmsdherby.com	11
duckduckgo.com	6
business.facebook.com	5
search.earthlink.net	5

SELECTED PROJECTS - FULL LIST

PROJECT TITLE	AWARE	INFORMED	ENGAGED
Help Modernize Parker's Land Development Ordinance	3129	1393	224

ORDINANCE NO. 3.372, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO REPEAL TITLE 13 OF THE PARKER MUNICIPAL CODE EXCEPT SECTIONS 13.04.010 THROUGH 13.04.030, SECTIONS 13.04.050 THROUGH 13.04.165, SECTION 13.04.180, AND SECTIONS 13.04.270 THROUGH 13.04.300 AND TO REENACT TITLE 13 OF THE PARKER MUNICIPAL CODE, EXCEPT SECTIONS 13.04.010 THROUGH 13.04.210

WHEREAS, the Town Council authorized the Town staff to modernize the Land Development Ordinance contained in Title 13 of the Parker Municipal Code (the “LDO”) and the zoning map (the “Parker Zoning Map”) for the Town of Parker (collectively the “Project “);

WHEREAS, the Project was initiated to modernize and replace the LDO and the Parker Zoning Map, which were originally adopted in 1981 as part of the incorporation of the Town, and in large part was based on the land use regulations used by Douglas County at that time;

WHEREAS, the LDO, which contains land use regulations governing the use and development of land in the Town, has been amended and expanded incrementally over time creating gaps, inconsistencies and ambiguity within the regulations;

WHEREAS, the Project will facilitate a modern and efficient approach to how the Town manages future growth and development including better alignment with the vision, goals and policies of the Parker 2035 Master Plan and other planning documents adopted by the Town;

WHEREAS goals of the Project also include increasing user-friendliness, incorporating new zoning tools and best practices, integrating adopted Parker design standards, and clarifying and streamlining procedures and processes; and

WHEREAS, the Project will facilitate a more transparent, user friendly and predictable approach for the Town, our citizens, property owners and developers.

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

Section 1. Findings of Fact.

a. On August 3, 1981, the Town Council, formerly the Board of Trustees, adopted by ordinance the Parker Zoning Map, which map has been amended from time to time.

b. On April 4, 1994, the Town Council adopted Title 13 of the Parker Municipal Code, pursuant to Ordinance No. 3.01.3, Series of 1994, which title has been amended from time to time (the “Existing Land Development Ordinance”).

c. The Town Council authorized Town staff to initiate the process for modernizing the Existing Parker Land Development Ordinance (the “Replacement Land Development Ordinance”).

d. The Town conducted several workshops and meetings with the Parker community for the purpose of soliciting advice and comments on the draft Replacement Land Development Ordinance.

e. The Replacement Land Development Ordinance contains the text for the establishment of several new zoning districts and the modification of zoning districts created by the Existing Land Development Ordinance, which districts will not be created until the Parker Zoning Map is amended to locate these new and modified zoning districts.

f. The zoning districts created by the Existing Land Development Ordinance will remain in effect until the Parker Zoning Map is replaced with a new zoning map to locate the new and modified zoning districts established by the text of the Replacement Land Development Ordinance (the “Replacement Parker Zoning Map”) and the zoning districts established by the Existing Land Development Ordinance are repealed.

g. The Planning Commission recommended adoption of the Replacement Land Development Ordinance at a public hearing held on April 25, 2024.

Section 2. The Existing Land Development Ordinance is hereby repealed, except for Sections 13.04.010 through 13.04.030, Sections 13.04.050 through 13.04.165, Section 13.04.180, and Sections 13.04.270 through 13.04.300, which Sections shall remain in full force and effect until repealed.

Section 3. The Replacement Land Development Ordinance, to be codified as Title 13 of the Parker Municipal Code, which is attached as **Exhibit A** and incorporated by this reference, is hereby reenacted, except Sections 13.04.010 through 13.04.210, which will not go into effect until the Replacement Parker Zoning Map is adopted to locate the new and modified zoning districts and the zoning districts established by the Existing Land Development Ordinance are repealed .

Section 4. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. **Effective Date.** This Ordinance, except Sections 13.04.010 through 13.04.210 of the Replacement Land Development Ordinance, shall become effective ten (10) days after final publication. Sections 13.04.010 through 13.04.210 of the Replacement Land Development Ordinance shall go into effect when Sections 13.04.010 through 13.04.030, Sections

13.04.050 through 13.04.165, Section 13.04.180, and Sections 13.04.270 through 13.04.300 of the Existing Land Development Ordinance are repealed, and the Replacement Parker Zoning Map is adopted to locate the new and modified zoning districts established by the text of the Replacement Land Development Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney



Title 13

Land Development Ordinance (LDO)

CLARION

Table of Contents

Chapter 13.01 General Provisions	1
13.01.010 LDO, authority, jurisdiction, and effective date.....	1
(a) Title.....	1
(b) Authority.....	1
(c) Jurisdiction.....	1
(d) Effective date.....	1
13.01.020 Purpose.....	1
13.01.030 Compliance required.....	1
(a) Generally.....	1
(b) Building.....	2
(c) Sales.....	2
13.01.040 Interpretation.....	2
(a) Provisions are minimum requirements.....	2
(b) Regulations to be liberally construed.....	2
(c) Application of overlapping regulations.....	2
(d) Existing permits and easements.....	2
(e) Amendment and Restatement.....	2
13.01.050 Relationship to other plans, ordinances covenants, and documents.....	2
(a) Relationship to existing zoning and subdivision ordinances.....	2
(b) Relationship to Master Plan.....	3
(c) Relationship to private covenants.....	3
(d) Relationship to LDO Administrative Manual.....	3
(e) Adoption of design standards by reference.....	3
13.01.060 Transition from prior LDO.....	3
(a) Previous permits and approvals.....	3
(b) Pending complete applications.....	3
(c) Prior incomplete applications.....	4
(d) Penalties accruing or about to accrue.....	4
13.01.070 Nonconformities.....	4
(a) Purpose.....	4
(b) Regulations applicable to all nonconformities.....	4
(c) Nonconforming use.....	4
(d) Nonconforming structure.....	5
(e) Nonconforming lot.....	6
(f) Nonconforming site features.....	6
b. Modification.....	6
13.01.080 Enforcement and penalties.....	7
(a) Violations.....	7
(b) Penalties.....	7
(c) Enforcement.....	7
13.01.090 Severability.....	9

Chapter 13.02 Rules of Language Construction and Definitions10

13.02.010 Rules of language construction. 10

(a)	Meanings and intent.....	10
(b)	Mandatory and discretionary terms.....	10
(c)	Headings, illustrations, and text.....	10
(d)	Lists and examples.....	10
(e)	Computation of time.....	10
(f)	Conjunctions.....	10
(g)	Tenses, plurals, and gender.....	10
(h)	Authority.....	10

13.02.020 Definitions. 10

A	10
B	14
C	16
D	18
E	20
F	21
G	24
H	25
I	26
J	26
K	27
L	27
M	29
N	30
O	31
P	32
Q	36
R	36
S	37
T	44
U	45
V	45
W	46
X	46
Y	46
Z	46

13.02.030 Oil and gas definitions.46

13.02.040 Marijuana facilities definitions.....49

(a)	Medical marijuana definitions.....	49
(b)	Other marijuana definitions.....	49

13.02.050 Wireless communication facilities definitions.50

Chapter 13.03 Administration and Procedures53

13.03.010 Review and decision-making bodies.53

(a)	Town Council.....	53
(b)	Planning Commission.....	53
(c)	Planning Director.....	55
(d)	Floodplain Administrator.....	55

13.03.020 Development procedures table.....	56
13.03.030 Common review procedures.	59
(a) Purpose.....	59
(b) Applicability.	59
(c) Pre-Application meetings.	59
(d) Applicant-facilitated neighborhood meetings.....	60
(e) Application submittal and acceptance.	60
(f) Staff review and action.....	63
(g) Public hearing scheduling and notice.	65
(h) Decision-making review and action.	70
(i) Post-decision actions and limitations.	74
13.03.040 Specific procedures.	76
(a) Purpose.....	76
(b) Applicability.	76
(c) Administrative adjustment.	76
(d) Annexation and zoning.....	77
(e) Floodplain development permit.	78
(f) Floodplain development variance.....	78
(g) Framework plan for a site plan.	79
(h) Historic preservation procedures.	79
(i) LDO adoption or amendment.....	82
(j) Major modification.	82
(k) Master Plan adoption or amendment.	82
(l) Planned sign program.....	83
(m) Preliminary determination of stream buffer boundaries.....	84
(n) Rezoning.	85
(o) Sign permit or temporary sign registration.	86
(p) Site plan.....	86
(q) Subdivision procedures.	87
(r) Temporary use permit and mobile business permits.....	94
(s) Use by special review – general.	94
(t) Use by special review – major utilities.....	95
(u) Use by special review – oil and gas.	96
(v) Use by special review – water and sewer.	96
(w) Use by special review – wireless communication facilities.	97
(x) Variance.....	97
(y) Waiver.	99
(z) Wireless communication facilities – administrative approval.....	99
13.03.050 Public and private improvements and related financial assurances.	99
(a) Purpose.....	99
(b) Public improvements.	99
(c) Agreements.....	100
(d) Required financial security and release of financial security.	101
(e) Permits.	102
(f) Failure to comply.....	103
Chapter 13.04 Zoning Districts	105
13.04.010 Zoning districts, generally.	105
(a) Zoning districts established.	105
(b) Official zoning map.	105

(c) Organization of this chapter	106
13.04.020 Large-lot residential (SF1).	108
(a) Purpose.....	108
(b) SF1 lot and building standards.....	108
(c) Additional standards.....	108
13.04.030 Standard-lot residential (SF2).	109
(a) Purpose.....	109
(b) SF2 lot and building standards.....	109
(c) Additional standards.....	109
13.04.040 Small-lot residential (SF3).	110
(a) Purpose.....	110
(b) SF3 lot and building standards.....	110
(c) Additional standards.....	110
13.04.050 Multifamily residential (MF)	111
(a) Purpose.....	111
(b) MF lot and building standards.....	111
(c) Additional standards.....	112
13.04.060 Mixed-use neighborhood (MN).	113
(a) Purpose.....	113
(b) MN lot and building standards.	113
(c) Additional standards.....	114
13.04.070 Mixed-use community (MC)	115
(a) Purpose.....	115
(b) MC lot and building standards.	115
(c) Additional standards.....	116
13.04.080 Mixed-use regional (MR).	117
(a) Purpose.....	117
(b) MR lot and building standards.	117
(c) Additional standards.....	118
13.04.090 Downtown east (DE)	119
(a) Purpose.....	119
(b) DE lot and building standards.	119
(c) Additional standards.....	120
13.04.100 Downtown west (DW).	121
(a) Purpose.....	121
(b) DW lot and building standards.	121
(c) Additional standards.....	122
13.04.110 Neighborhood commercial (C1).	123
(a) Purpose.....	123
(b) C1 lot and building standards.....	123
(c) Additional standards.....	123
13.04.120 Corridor commercial (C2).	124
(a) Purpose.....	124
(b) C2 lot and building standards.....	124
(c) Additional standards.....	124

13.04.130 Office/employment (OE)	125
(a) Purpose	125
(b) OE lot and building standards	125
(c) Additional standards	125
13.04.140 Light industrial flex (LF)	126
(a) Purpose	126
(b) LF lot and building standards	126
(c) Additional standards	126
13.04.150 Light industrial (LI)	127
(a) Purpose	127
(b) LI lot and building standards	127
(c) Additional standards	127
13.04.160 Agricultural (AG)	128
(a) Purpose	128
(b) AG lot and building standards	128
13.04.170 Open space (OS)	129
(a) Purpose	129
(b) OS lot and building standards	129
13.04.180 Public facilities (PF)	130
(a) Purpose	130
(b) PF lot and building standards	130
(c) Additional standards	130
13.04.190 Planned development (PD)	131
(a) Purpose	131
(b) General standards applicable to PDs	131
13.04.200 Overlay districts	131
(a) General purpose of overlay districts	131
(b) Light industrial conservation overlay district	131
13.04.210 Summary tables of lot and building standards	133
(a) Residential districts	133
(b) Mixed-use districts	134
(c) Commercial, employment, and industrial districts	135
(d) Other Nonresidential and Special Purpose Districts	136
13.04.220 Measurement methodology	136
(a) Purpose	136
(b) Density	136
(c) Lot standards	136
(d) Setbacks	137
(e) Building height	139
Chapter 13.05 Use Regulations	141
13.05.010 Purpose and organization of this chapter	141
(a) Purpose	141
(b) Organization	141
13.05.020 Table of allowed uses	141

(a)	Explanation of use permission abbreviations.....	141
(b)	Use for other purposes prohibited.....	141
(c)	Classification of new and unlisted uses.....	141
(d)	Uses must be conducted on same parcel.....	142
(e)	Table of allowed uses.....	142
13.05.030	Use-specific standards.....	146
(a)	General standards.....	146
(b)	Uses within Title 32 metropolitan districts.....	146
(c)	Residential uses.....	147
(d)	Public, institutional, and civic uses.....	149
(e)	Commercial uses.....	150
(f)	Industrial uses.....	157
(g)	Public and semi-public utility uses.....	158
13.05.040	Wireless communication facilities.....	158
(a)	Purpose.....	158
(b)	WCF standards.....	158
(c)	Approval procedures.....	162
13.05.050	Accessory uses and structures.....	164
(a)	Purpose.....	164
(b)	Accessory uses and structures allowed.....	164
(c)	General standards for all accessory uses and structures.....	165
(d)	Accessory uses and structures – additional standards.....	165
13.05.060	Temporary uses and structures.....	167
(a)	Purpose.....	167
(b)	Temporary structures.....	167
(c)	Temporary uses.....	168
Chapter 13.06	Oil and Gas Regulations	172
13.06.010	Purpose.....	172
13.06.020	General provisions.....	173
13.06.030	Use by Special Review required.....	173
(a)	New oil and gas facilities.....	173
(b)	Modification to existing well sites or production facilities.....	173
(c)	Terms and conditions of the Use by Special Review.....	174
13.06.040	Use by Special Review process for new oil and gas operations.....	174
13.06.050	Existing use Site Plan order for preexisting wells.....	179
13.06.060	Use by Special Review order.....	179
13.06.070	Contact information.....	179
(a)	Service of notice.....	179
(b)	Transfer of operator or new operator.....	179
13.06.080	Security inspections and security fee.....	179
13.06.090	Emergency inspections and emergency responses.....	180

13.06.100 Building and Grading Permits.....	180
13.06.110 Use tax.....	180
13.06.120 Access roads.	180
(a) Tank battery access roads.....	180
(b) Wellhead access roads.....	181
13.06.130 Oversized or overweight vehicle or load permit.....	181
13.06.140 Fencing requirements.....	181
13.06.150 Noise.	182
13.06.160 Abandonment and plugging of wells and reclamation.	182
13.06.170 Violation and enforcement.....	183
(a) Unlawful to construct or install unapproved oil and gas facilities.....	183
(b) Approvals required.....	183
(c) Inaccurate information.....	183
(d) Penalty.	183
(e) Civil action.....	183
(f) Recovery of fees.....	183
Chapter 13.07 Marijuana Facilities.....	184
13.07.010 Medical marijuana.	184
(a) Findings and legislative intent.....	184
(b) Authority.....	184
(c) Medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers' licenses prohibited.....	185
(d) Patients and primary caregivers.....	185
(e) Penalty.....	185
(f) Effective date.....	185
13.07.020 Marijuana facilities and stores.	185
(a) Findings and legislative intent.....	185
(b) Authority.....	185
(c) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores' licenses prohibited.....	186
(d) Penalty.....	186
(e) Effective date.....	186
(f) Designated representative.....	186
Chapter 13.08 Development Standards	187
13.08.010 Purpose.	187
13.08.020 Applicability.	187
(a) Generally.....	187
(b) Activities that require compliance with specific standards.....	187
13.08.030 Subdivision standards.	187
(a) Purpose.....	187
(b) Applicability.....	188
(c) General.....	188

(d)	Lot and block layout	188
(e)	Street and circulation standards	190
(f)	Residential roadway buffers.....	190
(g)	Land dedications.....	191
(h)	Cluster developments.....	208
(i)	Public improvements and related financial assurances.	209
13.08.040	Sensitive lands avoidance.	209
(a)	Floodplain regulations.	209
(b)	Hillside development.....	213
(c)	Stream protection standards.....	217
(d)	Visually significant ridgelines.....	222
(e)	Prairie dog management.....	222
13.08.050	Grading and drainage.	222
(a)	Applicability.....	222
(b)	Soil erosion and sediment control.....	222
(c)	Reference manuals adopted.....	223
(d)	Underdrains.....	223
(e)	Retaining Walls.....	223
13.08.060	Access, connectivity, and circulation.....	223
(a)	Purpose.....	223
(b)	Pedestrian and bicycle connections.....	224
(c)	Development block layout.....	226
(d)	Streets and internal access.....	227
13.08.070	Airport regulations.....	228
(a)	Purpose.....	228
(b)	Applicability.....	228
(c)	Height limitations.....	228
(d)	Surfaces.....	228
(e)	Performance regulations.....	230
13.08.080	Parking and loading.....	230
(a)	Purpose.....	230
(b)	Applicability.....	230
(c)	Location of required parking spaces.....	231
(d)	Use of required parking spaces.....	231
(e)	Striping of parking and loading spaces.....	231
(f)	Number of off-street parking spaces required.....	231
(g)	Off-site parking.....	237
(h)	Accessible parking.....	239
(i)	Parking credits and adjustments.....	239
(j)	Parking layout and design.....	241
(k)	Drive-through and vehicle stacking.....	245
(l)	Special parking study requirement or option.....	246
(m)	Number of off-street bicycle parking spaces required.....	247
13.08.090	Landscaping, buffering, and screening.....	248
(a)	Purpose.....	248
(b)	Applicability.....	249
(c)	Amount of landscaping required.....	250
(d)	Types of landscaping required.....	251
(e)	Streetscape landscaping.....	251

(f)	Parking lot interior landscaping.....	253
(g)	Site perimeter landscaping.	255
(h)	Site interior landscaping.....	257
(i)	Residential subdivision roadway buffer landscaping.....	257
(j)	Landscaping and buffering materials.	259
(k)	Flexibility for increased landscape quality.	262
(l)	Tree and shrub conservation and replacement.....	264
(m)	Utility, storage, and service area screening.....	266
(n)	Fences and walls.	269
13.08.100	Building design.	272
(a)	Purpose.....	272
(b)	Applicability.	272
(c)	Residential design standards.....	272
(d)	Multifamily, mixed-use, and nonresidential development.	279
(e)	Handicapped accessibility.	279
13.08.110	Exterior lighting.	279
(a)	Purpose.....	279
(b)	Applicability.	279
(c)	Exemptions.....	279
(d)	Prohibited lighting.....	280
(e)	General standards.	280
(f)	Site Specific Lighting Standards.....	282
13.08.120	Utilities.	283
(a)	Purpose.....	283
(b)	Applicability.	283
(c)	Standards.	283
13.08.130	Maintenance and operating standards.	284
(a)	Maintenance.....	285
(b)	Operations and nuisances.	287
13.08.140	Associations.....	287
(a)	Creation of homeowners' association.	287
(b)	Creation of property owners' association.....	287
(c)	Recording.	288
(d)	Association documents.....	288
Chapter 13.09	Sign Code.....	290
13.09.010	Purpose.	290
13.09.020	General provisions.	290
(a)	Applicability.	290
(b)	Interpretations.....	290
(c)	Exemptions.....	291
(d)	Prohibited signs.	291
(e)	Registration required.....	292
(f)	Permit required.	292
(g)	Rules of measurement.	293
(h)	Definitions.	295
(i)	Flexibility and Relief.....	295

13.09.030 General requirements for all allowed signs.....	295
(a) Preservation of sight lines.	295
(b) Illumination.	295
(c) Construction.	296
13.09.040 Temporary signs on developed parcels.	297
(a) Purpose.....	297
(b) Applicability.	297
(c) General standards.	297
(d) Temporary sign type-specific standards.	297
(e) Dimensional and design standards for temporary signs.....	298
13.09.050 Permanent signs on developed parcels.	299
(a) Purpose.....	299
(b) Applicability.	299
(c) Permanent sign type-specific standards.	299
(d) Dimensional and design standards for permanent signs.....	301
(e) Aggregate sign area for residential parcels.	301
(f) Aggregate sign area for signs on nonresidential parcels.....	302
(g) Administrative allowance for permanent signs.	303
13.09.060 Temporary and permanent signs on vacant parcels and subdivision tracts.....	303
(a) Vacant parcels not subject to a Building Permit.	303
(b) Vacant parcels subject to a Building Permit.	303
(c) Subdivision tracts.	303

Chapter 13.01 General Provisions

13.01.010 LDO, authority, jurisdiction, and effective date.

(a) Title. This Title shall be known and may be cited as the Parker Land Development Ordinance or “LDO.”

(b) Authority. This Title is adopted pursuant to the authority granted to the Town as a Home Rule municipality under Article XX of the Constitution of the State of Colorado, the Town Charter, Article 23, Title 31, C.R.S., as amended, and Article 20, Title 29, C.R.S. to the extent that such state statutes are consistent with the Parker Land Development Ordinance, and is hereby declared to be pursuant to all provisions of these statutes, for the purpose of promoting the health, safety, convenience, order, prosperity and welfare of the present and future inhabitants of the Town.

(c) Jurisdiction.

- (1) This LDO shall apply to all properties within the legal boundaries of the Town.
- (2) This LDO is applicable to portions of arterial and collector streets located within a three-mile radius outside the corporate limits of the Town and not located in another municipality.
- (3) A map showing the Town's boundary shall be available for public inspection on the Town's website.
- (4) Any approval obtained from the Town does not obviate the applicant's need to comply with the requirements of the Endangered Species Act of 1973, 16 U.S.C. § 1531, et seq., as amended, or with any other applicable federal, state, or local laws or regulations.

(d) Effective date. The Effective Date of this LDO shall be as provided by Ordinance No. 3.372. All references in this LDO to the “Effective Date of this LDO” or to the “Effective Date” shall refer to that date unless otherwise stated.

13.01.020 Purpose. This LDO is enacted to preserve and promote the public health, safety, and welfare of the inhabitants of the Town and of the public generally and to encourage and facilitate the orderly growth and expansion of the Town. This LDO combines the provisions more commonly found in separate zoning and subdivision ordinances into a single land development ordinance that will cover all phases of development. The intent of the LDO is to:

- (a) Implement the provisions of the Town's Master Plan, as it may be amended by the Town Council from time to time;
- (b) Protect the public health, safety, comfort, convenience, prosperity, and welfare;
- (c) Address land development through the integration of traditional zoning and subdivision regulations;
- (d) Provide for a more efficient regulatory control system by including the review processes for all types and stages of development in one integrated code; and
- (e) Avoid overlapping, conflicting or inconsistent ordinance provisions that frequently occur as a result of numerous individual ordinances.

13.01.030 Compliance required.

(a) Generally.

- (1) For the purpose of Subsections (2) and (3) below, the use or occupancy of a building or land relates to anything and everything that is done to, on, or in that building or land.
- (2) Subject to Section 13.01.070, it shall be unlawful to use any building, structure, or land or to erect, move, structurally alter, convert, extend, or enlarge any building or other structure except in conformity with the requirements established in the zoning district in which the structure, building, or land is located and in

compliance with all applicable provisions of this LDO, unless an exception for that specific use, activity, or standard is provided in another Town regulation or is required by applicable state or federal law.

- (3) Subject to Section 13.01.070, no person may sell any area or tract of land that purports to be a developable lot or tract and that is required to obtain approval of a subdivision or Minor Development Plat without first obtaining approval pursuant to Section 13.03.040(q), *Subdivision procedures*.

(b) Building. It shall be unlawful to erect, construct, reconstruct, alter, add to, or change the use of any building or other structure, including surface and sub-surface structures, or to move a structure from one property to another within the Town without first obtaining a Building Permit from the Town. All Building Permits shall be issued in conformance with the provisions of Title 11, *Building and Construction*, of the Parker Municipal Code and this LDO and shall be valid for a period of time not exceeding 12 months from the date issued.

(c) Sales. It shall be unlawful to sell for development purposes any portion of any lot or parcel of land by metes and bounds description, without first obtaining a subdivision approval or exemption from subdivision approval pursuant to this LDO.

13.01.040 Interpretation. In the interpretation and application of the provisions of this LDO, the following regulations shall govern:

(a) Provisions are minimum requirements. The provisions of this LDO shall be regarded as the minimum requirements to achieve the purposes listed in Section 13.01.020 unless otherwise stated.

(b) Regulations to be liberally construed. These regulations shall be liberally construed to further their underlying purposes.

(c) Application of overlapping regulations. Whenever a provision of this LDO conflicts with any other provisions of this LDO, law, ordinance, resolution, rule or regulation of any kind, whichever regulations are more restrictive or impose higher standards or requirements shall govern.

(d) Existing permits and easements. This LDO shall not abrogate or annul:

- (1) Any permits issued before the Effective Date of the ordinance codified in this LDO;
- (2) Any easement; or
- (3) Any previously approved land use applications except as provided in this LDO.

(e) Amendment and Restatement.

- (1) This LDO shall amend and restate the Parker Land Development Ordinance, Town of Parker Ordinance No. 3.01.3, Series of 1994, adopted on April 4, 1994, and all amendments to Ordinance No. 3.01.3 adopted before the Effective Date.
- (2) Amendment and restatement of the above-mentioned ordinances does not revive any other ordinance or portion of an ordinance.
- (3) Such amendment and restatement shall not affect or prevent the prosecution or punishment of any person for the violation of any ordinance repealed hereby, for any offense committed prior to repeal.

13.01.050 Relationship to other plans, ordinances covenants, and documents.

(a) Relationship to existing zoning and subdivision ordinances. Provisions of this LDO that are the same in substance as the previously adopted provisions shall be considered as continuations and not as new enactments unless otherwise specifically provided. A situation that did not constitute a legal, nonconforming

situation under the previously adopted zoning ordinance does not achieve legal nonconforming status under this LDO merely by the amendment and restatement of the zoning ordinance.

(b) Relationship to Master Plan. It is the intention of the Town that this LDO implement the planning policies adopted by the Town Council as reflected in the Master Plan and other plans adopted by the Town. The Town affirms that this LDO and any amendment will be in conformance with adopted Master Plans and the Town expresses its intent that neither this LDO nor any amendment to it may be challenged on the basis of any alleged nonconformity with any planning document.

(c) Relationship to private covenants. This LDO shall apply to all land uses and development regardless of any private covenant, agreement, or restriction affecting the use, development, or occupancy of the land. The Town shall not have any obligation to enforce any private covenant or agreement unless it is a party to the covenant or agreement. If the Town is a party to the covenant or agreement, enforcement shall be at the discretion of the Town.

(d) Relationship to LDO Administrative Manual.

- (1)** Many forms, lists of application materials, schedules of fees and charges, technical engineering and construction standards, and other materials related to and necessary for the administration of this LDO are located in a LDO Administrative Manual that is hereby adopted by reference and shall be available on the Town website.
- (2)** Amendments to or a replacement of the LDO Administrative Manual may be adopted from time to time by resolution of the Town Council.
- (3)** The Town Council hereby delegates the Town Manager the authority to administratively make minor modifications to the LDO Administrative Manual without the need for a separate resolution of Town Council provided that:
 - a.** The amendment will improve the efficiency, consistency, or predictability of the administration of this LDO;
 - b.** The amendment is necessary to ensure consistency of the LDO Administrative Manual with a written interpretation of this LDO by the Planning Director;
 - c.** The amendment is necessary to support a change in the technology or software systems used by the Town to manage land development regulations or the delivery of Town Services, or
 - d.** The amendment is necessary to bring the LDO Administrative Manual into conformance with, or to enable the efficient implementation of another action approved by Town Council;

(e) Adoption of design standards by reference. The Town of Parker Development Design Standards (Development Design Standards) are hereby adopted by reference.

13.01.060 Transition from prior LDO.

(a) Previous permits and approvals. The enactment or amendment of this LDO shall not affect the validity of, or any conditions attached to, any permits or approvals that the Town has approved under previous versions of this LDO in effect prior to the Effective Date.

(b) Pending complete applications. The enactment or amendment of this LDO shall not affect the processing of any applications that the Town has determined to be complete under the previous LDO prior to the

Effective Date. Those applications will be reviewed and decisions made under the terms of the previous land use regulations.

(c) Prior incomplete applications. Any applications filed with the Town prior to the Effective Date, or the effective date of any amendment to this LDO, that the Town has determined to be incomplete as of the Effective Date shall be reviewed and a decisions made pursuant to this LDO as amended.

(d) Penalties accruing or about to accrue. The enactment or amendment of this LDO shall not be construed as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue due to a violation of the previous land use regulations that occurred before the Effective Date.

13.01.070 Nonconformities.

(a) Purpose. The purpose of this Section 13.01.070 is to regulate the continued existence and use of, and modifications to, uses, structures, and site features that were lawfully established prior to the Effective Date, but that no longer conform to the requirements of this LDO. Those situations are collectively referred to in this LDO as “nonconformities.” The provisions of this Section are designed to curtail substantial investment in nonconformities to bring about their eventual elimination in order to preserve the integrity of this LDO and accomplish the goals of the Town.

(b) Regulations applicable to all nonconformities.

- (1)** A lawful nonconforming use, structure, or site feature may continue unless the nonconformity creates a danger to public health and safety, or unless this Section 13.01.070 limits that continued use, operation, or maintenance.
- (2)** The burden of establishing the existence of a nonconformity shall be solely on the owner of the property containing the nonconformity.
- (3)** Where compliance with the requirements of this Section 13.01.070 is precluded by a lack of sufficient developable area due to the size of the lot, the layout of existing development, or the presence of significant wetlands, floodplains, watercourses, hazard areas, or other significant environmental features, the applicant shall comply with the requirements of this Section to the maximum extent practicable, as determined by the Planning Director.
- (4)** Any building or structure for which a Building Permit has been issued prior to the Effective Date of the LDO or any subsequent amendment to the LDO may be completed and used pursuant to the associated plans, specifications and permits, if construction is commenced within 60 days after the issuance of the Building Permit and diligently prosecuted to completion.

(c) Nonconforming use.

(1) Continuation.

- a.** A nonconforming use may continue in its current location, and the business or entity operating the nonconforming use may be sold, leased, or operated by a new owner, lessee, or operator in its current location, subject to other limitations in this Section 13.01.070.
- b.** The right to continue a nonconforming use does not include the right to relocate the use to a new lot. A land use that is relocated to a new lot loses its nonconforming status.

- (2) **Expansion of a nonconforming use.** A nonconforming use shall not be expanded, but normal maintenance of a building, or other structure containing a nonconforming use, is permitted.
- (3) **Displacement.** No nonconforming use shall be altered, extended, or restored so as to displace any conforming use.
- (4) **Restoration or replacement.**
- a. A nonconforming use may be replaced by a conforming use at any time, but may not subsequently be changed back to any nonconforming use.
 - b. Between the Effective Date and December 31, 2026, if a nonconforming use is located in a conforming structure that has been damaged or destroyed by fire, flood, wind, or some other natural cause, it may be restored in the location it occupied immediately before the damage, and to the size that existed before the damage provided that such work is started within one year of such event. The Planning Director may approve one extension of time on restoration not to exceed one additional year, provided that the applicant or property owner submits a written request for the time extension before the expiration of the initial one year.
 - c. On and after January 1, 2027, if a nonconforming use is located in a conforming structure that has been damaged or destroyed by fire, flood, wind, or some other natural cause, it may only be restored or restarted in full compliance with all applicable provisions of this LDO.
 - d. If a nonconforming use is located in a nonconforming structure, any restoration shall comply with Subsection (d)(3), below.
- (5) **Abandonment.** A nonconforming use shall be deemed abandoned when the nonconforming use has been replaced by a conforming use or when the nonconforming use has ceased activity and continuous operation and has not been resumed for a continuous period of six months, or when the furnishings have been removed and not replaced for a continuous period of six months.

(d) Nonconforming structure.

- (1) **Continuation.**
- a. A nonconforming structure may continue in its current location, and the structure may be sold or leased to a new owner or lessee in its current location, subject to other limitations in this Section 13.01.070.
 - b. The right to continue to use a nonconforming structure does not include the right to relocate the structure to a new lot where it is also nonconforming. A nonconforming structure that is relocated to a new lot loses its nonconforming status.
- (2) **Expansion or alteration of a nonconforming structure.**
- a. No expansion of a nonconforming structure shall increase the degree of nonconformity of the building with the location and bulk regulations of this LDO.
 - b. A nonconforming structure may be maintained and repaired to maintain or improve the safety of building occupants or the appearance of the building when viewed from public streets or adjacent properties.
- (3) **Restoration.**
- a. Between the Effective Date and December 31, 2026, a nonconforming structure that has been damaged or destroyed by fire, flood, wind, or some other natural cause may be restored in the location it occupied immediately before the damage, and to the size and height that existed before the damage, provided that such work is started within one year of such event. The Planning Director may approve one extension of time on restoration not to exceed one additional year, provided that the applicant or property owner submits a written request for the time extension before the expiration of the initial one year.

- b. On and after January 1, 2027, a nonconforming structure that has been damaged or destroyed by fire, flood, wind, or some other natural cause, may only be restored or restarted in full compliance with all applicable provisions of this LDO.
- c. A nonconforming structure that has been declared unsafe by the Chief Building Official may be restored to a safe condition, provided that the size of the structure is not increased and the restoration does not increase the degree of nonconformity with this LDO.

(4) **Abandonment.** If documented activity and continuous occupancy of a nonconforming structure cease for a period of six consecutive months or more, the nonconforming status shall expire and the structure shall thereafter be required to comply with all provisions of this LDO, and to obtain all required Building Permits and licenses necessary to bring the property into compliance with this LDO. Intent to resume active use or occupancy shall not affect the obligation contained in the previous sentence.

(e) **Nonconforming lot.** A platted lot that was legally created but that no longer complies with the minimum area, minimum width, or other lot dimensional standards in this LDO may only be developed or allow for a change in use following the approval of a Variance pursuant to Section 13.03.040(x).

(f) **Nonconforming site features.**

(1) **Nonconforming exterior lighting.** A nonconforming light may continue to be used for lighting, but shall not be:

- a. Changed to another nonconforming light;
- b. Structurally altered;
- c. Altered so as to increase the degree of nonconformity of the light; or
- d. Expanded or enlarged.

(2) **Nonconforming sign.**

- a. **Continuation.** Any nonconforming sign lawfully existing on the date when it was erected, and in continuous use since that date, may continue in operation and maintenance after the Effective Date.
- b. **Modification.** No sign shall be changed in any manner that increases the noncompliance of such sign with the provisions of this LDO.
- c. **Termination.** The right to continue to use a nonconforming sign shall terminate if any of the following events occur.
 - 1. Abandonment of a nonconforming sign for a period of 15 consecutive days or more shall immediately terminate the nonconforming status of the sign and the Town may require that the sign be removed at the expense of the property owner.
 - 2. Any expansion of the degree of nonconformity on a nonconforming sign, and any violation of Chapter 13.09, *Sign Code*, related to a nonconforming sign, shall terminate the right to retain that nonconforming sign.
 - 3. If a sign is damaged or destroyed in excess of 50 percent of the current replacement cost of the sign from any cause, or if the sign becomes obsolete or substandard under any applicable ordinances of the Town, the right to retain the nonconforming sign shall terminate.
 - 4. Any sign that is determined by the Town to be unsafe or abandoned shall be subject to the provisions of Section 13.01.080(c)(9)b or 13.01.080(c)(9)c, as applicable.

13.01.080 Enforcement and penalties.

(a) Violations.

- (1) **General.** No land in the Town shall be used, or any building or structure erected, constructed, enlarged, altered, maintained, moved, or used in violation of this LDO or amendments to this LDO. The Town Council, through the Town Attorney and court of appropriate jurisdiction (which includes the Municipal Court), may initiate legal action to prevent, abate or remove such unlawful use, maintenance, erection, construction, reconstruction or alteration, in addition to any other remedies provided by law.
- (2) **Nuisance violation.** If the Chief Building Official or the Planning Director finds that any property, structure, or land use is maintained in violation of the provisions of this LDO, the violation shall also constitute a nuisance and may be abated in the manner provided in Chapter 6.01, *Nuisances*, of the Parker Municipal Code.

(b) Penalties.

When a violation of this LDO has been established, the Town may impose the penalties listed in Subsection (1), or those listed in Subsection (2), or those listed in Subsection (3), as determined by the Town Attorney.

- (1) Except as stated in Subsection (b)(2) or (b)(3) below, any person, firm, or corporation, whether as principal, agent, employee or otherwise, who violates any of the provisions of this LDO shall be fined an amount not to exceed \$499.00 for each such violation, such fine to inure to the Town. Each day of the documented existence of any situation held to be a violation shall be deemed an equal and separate offense.
- (2) If the violation concerns the regulations of Chapter 13.09, *Sign Code*, or related procedures in Chapter 13.03, *Administration and Procedures*, fines shall be based on number of violations within the previous 12 month period:
 - a. First violation: \$50.00
 - b. Second violation: \$100.00
 - c. Third violation: \$200.00
 - d. Fourth violation: A summons and complaint shall be required.
- (3) Any person, firm or corporation who divides a parcel of land for sale or transfer before a plat defining the boundaries of the parcel has been approved by the Town and filed and recorded in the office of the County Clerk, shall pay a penalty not to exceed \$499.00 for each such divided parcel transferred or sold. Describing a lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring a divided parcel of land shall not exempt the transactions from such penalties or from the remedies provided in this LDO. In addition to imposing the penalty described above, the Town may enjoin the transfer by action for injunction brought in any court of competent jurisdiction. These remedies shall be additional and cumulative to any remedies provided by the Colorado Revised Statutes.

(c) Enforcement.

- (1) **Authority.** This LDO shall be enforced by those departments, agencies, or individuals authorized by the Town Council on all matters involving this LDO.
- (2) **Consultation.** The department, agency, or individual authorized by the Town Council to enforce this LDO shall consult with the Town Attorney and other affected Town offices concerned with, but not limited to, the unlawful erection, construction, altering, occupancy or use of any building or structure, or land in the

incorporated area of the Town, and shall also consult with the Douglas County Health Department on matters involving health and sanitation.

- (3) **Fees.** The Town may apply those enforcement provisions for failure to make timely payment of required fees listed in Section 13.03.030(e)(4), *Payment of fees*.
- (4) **Inspections.** The Planning Director and Community Services, after consultation with the Town Attorney, are hereby empowered to enter and/or inspect any building, structure, or tract of land in the Town. When a violation is alleged, the Planning Director and Community Services, as applicable, shall compile relevant evidence of the alleged violation and take any action authorized by law to correct violations of federal, state, or local law.
- (5) **Certificates of occupancy.** The Town may withhold Certificates of Occupancy:
- a. If any private improvements required by this LDO are incomplete and the applicant or developer is not in compliance with any Site Completion Agreement pursuant to Section 13.03.050(c)(3) or any other agreement signed by the applicant or developer regarding the completion of the required improvements; and
 - b. If any other violations of this LDO remain uncorrected after notice of the violation and an opportunity to correct the violation have been provided, as advised by the Town Attorney.
- (6) **Post approval actions.** Following issuance of a development or permit approval under this LDO, but before substantial construction or investment pursuant to the development or permit approval has occurred, the Town Council may suspend or withdraw any approval of any development or permit approval under the LDO or may require certain corrective measures be taken following a determination that the information provided by the applicant upon which such approval was based is substantially false or inaccurate or that new significant information regarding the impacts of the development has been brought to its attention.
- a. A written notice from the Planning Director shall be served upon the applicant, setting out a clear and concise statement of alleged facts and directing the applicant to appear before the Town Council no less than 10 days nor more than 30 days after the date of notification.
 - b. The Town Council shall determine at the public meeting the nature and extent of alleged false or inaccurate information, shall consider any new significant information that has been brought to its attention, and shall have the power, upon good cause being shown, to suspend or withdraw any approval resulting in a voided development or permit approval.
- (7) **Site completion deposit compliance program.** The Town may withhold part or all of the deposit described in Section 13.03.050(c)(3)b, *Deposit and agreement required*, to complete the site improvements, subject to the terms and conditions determined by the Town.
- (8) **Demolition of historic landmark.** In addition to other penalties for violation of this LDO, unauthorized demolition of a designated landmark may result in delay of applications under this LDO for redevelopment of the site on which the demolished landmark was located.
- (9) **Signs.**
- a. **Signs not registered or permitted.** If the Town determines that any sign does not comply with the standards set forth in Chapter 13.09, *Sign Code*, including any sign that is not registered or permitted pursuant to Section 13.03.040(o), *Sign permit or temporary sign registration*, in addition to other penalties authorized by this LDO, the Town may impose penalties authorized by this Subsection (9).
 - b. **Unsafe signs.**
 1. Except as provided in Subsection 2. below, if the Planning Director finds that any sign is unsafe, insecure, or a menace to the public, notice shall be given in writing by the Planning Director to the owner. The owner of the parcel shall correct such unsafe condition or remove the sign within 48 hours of such notification. If the correction has not been made within the 48 hours, the sign may be removed or altered by the Town to comply with these regulations at the expense of the owner of the property upon which the sign is located.

2. The Planning Director may cause any sign that, in the Town's opinion, creates an immediate danger to persons or property to be removed immediately and without notice.
- c. **Abandoned signs.** The sign face of any permanent sign that has been abandoned or fails to serve the purposes for which it was intended, or evidences a lack of maintenance, shall be removed by the owner, agent or person having the beneficial use of the building, structure or land upon which such sign is located, within 15 days after cessation of the use in connection with which the sign was used, and the sign area shall be replaced by a neutral, single-background-color panel or similar cover. If the sign is comprised of individually raised letters, then the letters shall be removed. Upon failure to comply with such notice within the time specified in such order, the Town may impose penalties authorized by this Section 13.01.080 or may take such other actions deemed necessary to bring the property into compliance with these regulations, at the expense of the owner of the property on which such sign is located.

13.01.090 Severability. It is the intent that the provisions of this LDO shall be severable, pursuant to provisions set forth below.

- (a) If any provision of this LDO is declared to be invalid by a decision of any court of competent jurisdiction, it is the intent that:
 - (1) The effect of such decision shall be limited to the Section, Subsection, or portion of this LDO that is expressly stated in the decision to be invalid; and
 - (2) Such decision shall not affect, impair, or nullify this LDO as a whole or any other part of this LDO, and the rest of this LDO shall continue in full force and effect.
- (b) If the application of any provision of this LDO to any use, lot, building, other structure, or tract of land is declared to be invalid by a decision of any court of competent jurisdiction, it is the intent that:
 - (1) The effect of such decision shall be limited to that use, lot, building, other structure, or tract of land immediately involved in the controversy, action or proceeding in which the judgment or decree of invalidity was rendered; and
 - (2) Such decision shall not affect, impair, or nullify this LDO as a whole or the application of any provision thereof, to any other use, lot, building, other structure, or tract of land.

Chapter 13.02 Rules of Language Construction and Definitions

13.02.010 Rules of language construction.

- (a) **Meanings and intent.** Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and phrases defined in this Chapter have the meaning indicated when used in this Land Development Ordinance (LDO). Words, phrases, and terms not defined in this Chapter but defined elsewhere in this LDO shall be construed as defined in the LDO. Words, phrases, and terms neither defined in this Chapter nor elsewhere in this LDO shall be given usual and customary meanings except where the context clearly indicates a different meaning.
- (b) **Mandatory and discretionary terms.** The words *shall*, *must*, and *will* are mandatory and not discretionary, establishing an obligation to comply; the words *may* and *should* are discretionary and not mandatory.
- (c) **Headings, illustrations, and text.** In the event of a conflict or inconsistency between the text of this LDO and any heading, caption, figure, illustration, table, or map, the text shall control. All titles and headings of chapters, sections, or Subsections in the LDO are provided for convenience in organization and are not intended to alter the meaning of such Chapter, Section, or Subsection.
- (d) **Lists and examples.** Unless otherwise specifically indicated, lists of items or examples that use terms such as "for example," "including," "such as," or other similar language are intended to provide examples for convenience and are not exhaustive lists of all possibilities.
- (e) **Computation of time.** The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, holiday observed by the Town, or other day that Town offices are not open, then the deadline or required date of action shall be the next day that is not a Saturday, Sunday, holiday observed by the Town, or other day that Town offices are not open. References to days are calendar days unless otherwise stated.
- (f) **Conjunctions.** Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:
- (1) "And" indicates that all connected items, conditions, provisions, or events apply; and
 - (2) "Or" indicates that one or more of the connected items, conditions, provisions, or events apply.
- (g) **Tenses, plurals, and gender.** Whenever appropriate with the context, words used in the present tense include the future tense. Words used in the singular number include the plural. Words used in the plural number include the singular, unless the context of the usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.
- (h) **Authority.** Whenever a provision of this LDO authorizes or requires a Town or governmental official or an appointed board or commission to take an action, it shall be construed as authorizing anyone to whom that official, board, or commission has lawfully delegated the authority to take the action.

13.02.020 Definitions.

A

Access easement means an interest in land that allows one or more persons to travel across another person's land.

Accessory means subordinate or incidental to, and on the same lot, as the building or use being identified or advertised.

Accessory use means a use naturally and normally incidental to, subordinate to and devoted exclusively to support of the main use of the premises.

Active channel means the area of a stream channel that is subject to frequent flows (approximately once per one and one-half years, and that includes the portion of the channel below where the floodplain flattens.

Adjacent means to physically touch or border upon, or to share a common property line. When used in the context of a public notice adjacent also includes properties or uses that are separated by a street, sidewalk, or other dedicated land.

Administrative, professional, and government office means a building in which services are provided and/or business is conducted including administrative, professional, governmental, or clerical operations. Typical examples include government offices, post office, real estate, investment, financial institution, employment, travel, advertising, law, architecture, design, engineering, accounting, and similar offices. This use includes accessory uses such as restaurants, coffee shops, health facilities, parking, limited retail sales, or other amenities primarily for the use of employees in the firm or building. This use does not include medical or dental clinics, pawnbrokers, or check-cashing establishments.

Adult arcade means an establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors or similar machines, or other image producing machines, for viewing by five or fewer persons each, are used to show films, motion pictures, video cassettes, slides or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas

Adult bookstore, adult novelty store, or adult video store means a commercial establishment that:

- (1) Devotes a significant or substantial portion of its stock-in-trade or interior floor space to;
- (2) Receives a significant or substantial portion of its revenues from; or
- (3) Devotes a significant or substantial portion of its advertising expenditures to the promotion of the sale, rental or viewing (for any form of consideration) of books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides or other visual representations that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

An establishment may have other principal business purposes that do not involve the offering for sale, rental or viewing of materials depicting or describing "specified sexual activities" or "specified anatomical areas," and still be categorized as an adult bookstore, adult novelty store or adult video store. Such other business purposes will not serve to exempt such establishment from being categorized as an adult bookstore, adult novelty store, or adult video store so long as the provisions of Section 13.05.030(e)(34), *Sexually oriented business*, are otherwise met.

Adult cabaret means a club, bar, restaurant, or other commercial establishment that features:

- (1) Persons who appear nude or in a state of nudity or semi-nudity;
- (2) Live performances that are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities;" or
- (3) Films, motion pictures, video cassettes, slides or other photographic reproductions that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Adult motel means a motel, hotel, or similar commercial establishment that:

- (1) Offers public accommodations, for any form of consideration, and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas and that advertises the availability of this sexually oriented type of material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television;
- (2) Offers a sleeping room for rent for a period of time less than 10 hours; or

- (3) Allows a tenant or occupant to sub-rent a sleeping room for a time period of less than 10 hours.

Adult motion picture theater means a commercial establishment where films, motion pictures, video cassettes, slides or similar photographic reproductions depicting or describing "specified sexual activities" or "specified anatomical areas" are regularly shown for any form of consideration.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that, for any form of consideration, regularly features persons who appear in a state of nudity or live performances that are characterized by exposure of "specified anatomical areas" or by "specified sexual activities."

Agricultural and animal uses means this category is characterized by agricultural and farming activities, including nurseries and facilities for processing, and selling agricultural products. Agricultural uses involve farming, dairying, pasturage, beekeeping, horticulture, floriculture, viticulture, animal husbandry, and animal-related uses including the boarding and care of animals on a commercial basis. Accessory uses may include confinement facilities for animals, parking, and storage areas.

Agricultural products means non processed fruit, vegetables, hay, landscaping trees or other farm products. Processed agricultural products, such as feed, fertilizer, and livestock, are not included in this definition.

Agricultural products stand means a property used for the temporary storage and retail sale of agricultural products that are intended to be consumed offsite.

Agriculture, general means the land use of animal husbandry, farming, cultivation of crops, dairying, pasturage, floriculture, horticulture, viticulture, aquaculture, hydroponics, together with necessary accompanying accessory uses, buildings, or structures for housing, packing, treating, or storing said products. This definition includes grain and feed elevators and associated dwellings for those involved in agricultural uses. Accessory uses may include incidental sales by the producer of products raised on the farm, and equipment and vehicle storage for related landscape installations and agricultural operations. This use excludes marijuana cultivation, slaughterhouses, commercial feedlots, stockyards, fat rendering, meatpacking, tanning, cutting, curing, cleaning, or storing of green hides or skins, and slaughtering or meatpacking of animals not raised on the premises.

Agriculture, Urban means the raising, keeping, or production of fruits, vegetables, flowers, and other crops; composting; and the processing of those agricultural products. Accessory uses may include incidental sales of produce, plants, or products raised on the premises, limited preparing, treating, and storing agricultural products, equipment, and machinery, but does not include marijuana cultivation or the dressing of animals. Agricultural activities on properties three acres or larger shall not be considered "urban agriculture." This definition does not include the keeping or raising of chicken, fowl, swine, goats, sheep, cattle, horses, or other farm animals.

Agritainment means events and activities that allow for recreation, entertainment, and tourism in conjunction with agricultural activities and agricultural support services. This use may include farm dinners, corn mazes, hayrides, and petting zoos.

Airport-related definitions means that as used in the interpretation of enforcement of regulations in Section 13.08.070, *Airport regulations*, the following terms shall have the following definitions.

Acceptable land use means those nonresidential land uses by right or special review as specified in this LDO that are within the area of influence, are not noise sensitive, and for which the Town or the Airport Authority has been granted an avigation easement.

Airport means a landing area, runway, or other facility designed, used, or intended to be used for the landing or taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other necessary buildings and open spaces.

Airport Influence Area means a defined area in which a public and private airport or private landing strips and heliport is located or may be located and in which major airport activities occur and higher noise levels and higher risks related to aviation activities may exist. A map of the Airport Influence Area is available on the Town's website.

Airport reference point means the point established as the geographic center of the airport landing area.

Designated Elevation means the elevation above sea level determined at each airport pursuant to the approved airport guidelines.

Instrument runway means a runway equipped or to be equipped with a precision electronic navigation aid, other air navigation aid or other air navigation facilities suitable to permit the landing of aircraft by an instrument approach under restricted visibility conditions.

Noninstrument runway means any runway that is not equipped with electronic navigation equipment.

Private airport and heliport means an airport, airport equipment and airport facilities owned and operated by private enterprise with more than three take-offs and landings per day located within an officially identified airport area or influence.

Private landing (runway) and heliport means an airport landing strip used by the owner of the parcel of land and not as a business and having less than three take-offs and landings per day located on a minimum of 35 acres within an officially identified area of influence.

Public airport and heliport means an airport, airport equipment and facilities owned or operated by a public entity or airport authority area of influence.

Runway (landing strip) means the area of the airport constructed and used for landing and taking off of aircraft.

Surfaces means the areas which include all the land and air space within the area that would be hazardous to air navigation at the airport.

Alley means a minor or secondary right-of-way through or partially through a block that provides only a secondary means of access to adjacent property and that is used primarily for vehicular service to the back or side of properties that otherwise front on a street.

Annexation means the incorporation of land area into the Town of Parker with a resulting change in the Town's boundaries.

Appeal means

- (1) For the purposes of floodplain regulations, a request for a review of the floodplain administrator's interpretation of any provisions of Section 13.08.040(a), *Floodplain regulations*, or a request for a Variance from the provisions of Section 13.08.040(a).
- (2) For all other purposes, a request for a review of the decision of an administrative official or the Planning Commission under this LDO unrelated to floodplain regulations.

Applicable plans and policies means all those plans, policies, and regulations adopted by the Town that are applicable to an application under this LDO, as determined by the Planning Director, including but not limited to the Comprehensive Master Plan, Transportation Master Plan, the Complete Streets Policy the Roadway Design and Construction Criteria Manual, the Storm Drainage and Environmental Criteria Manual, the Parks, Recreation and Open Space Master Plan, the Parks, Trails, Open Space, and Streetscape Design and Construction Manual, Building Code, as any of those documents may be amended or replaced by documents addressing the same topics in the future.

Applicant means any of the following parties with a connection to a property that is the subject of a requested procedure under this development code:

- (1) The record owner(s) of the subject property;
- (2) The Town or other quasi-governmental entity;
- (3) The developer of the subject property, with the written authorization of the property owner ;
- (4) A purchaser of the subject property, with the written authorization of the property owner ; or
- (5) The duly authorized representative of the owner(s).

Architectural feature or detail means a prominent or significant part or element of a building, structure, or site, which is intended to provide vertical and/or horizontal detail or relief from an otherwise flat polygon surface.

Association means any covenant-controlled community containing two or more property owners or parcels, which includes a lawfully constituted and operational board or other similar entity that is empowered to enforce the community's recorded covenants and which has the power to impose assessments for its services that, if unpaid, may be made a lien on the property and/or is empowered to maintain private infrastructure and improvements.

Authorized representative means any individual, partnership or corporation given written authorization by an applicant to process a proposal through the Town.

Automated teller machine (ATM) means an unmanned machine that performs limited banking functions for customers such as deposits, withdrawals, and transfers of funds upon insertion of a customer identification card, password, or similar device. Such device may be accessible by automobile or pedestrians. Such use may be associated with a financial institution or may be a freestanding unit within retail centers or within individual retail establishments. This definition may also include interactive teller machines (ITMs) that provide a wide range of customer transaction options.

Automotive fuel sales means a lot or portion of property where flammable or combustible liquids or gases and electric and other alternative sources used as fuel are stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. Such an establishment may offer for sale motor oil, automobile lubricants, food and beverages, travel aids, and other retail convenience items to the motoring public and may also include an automatic car wash as an accessory use.

Automotive repair, major means an establishment primarily engaged in providing major vehicle repair, such as body work, mechanical repair of engines and drivetrains or batteries used for propulsion of the vehicle, and painting, where the service is non-routine in nature, affecting major structural or mechanical components of the vehicles, and may involve storage of the vehicle for multiple days on the site.

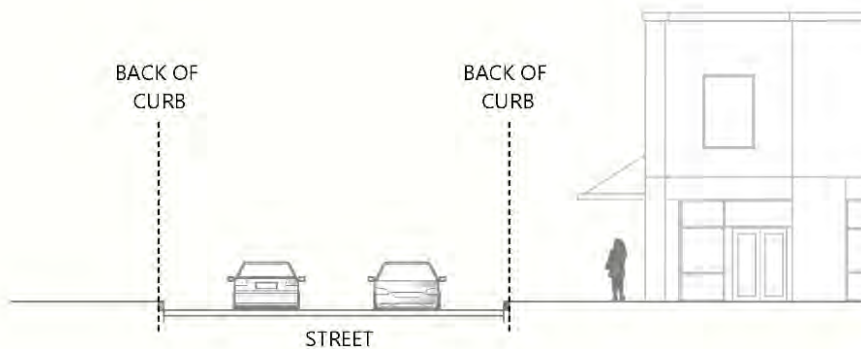
Automotive repair, minor means an establishment primarily engaged in providing minor vehicle repair services including but not limited to lubrication, oil and tire changes, tune-ups, brake repair, exhaust system work, tire replacement, and detailing and polishing, paintless dent repair, window tinting, or vehicle wrap services, provided they are conducted within a completely enclosed building.

Automotive sales and leasing, heavy means the sale, display, lease, or rental of heavy motor vehicles not meeting the definition of "automobile sales and leasing, light." This definition shall not include recreational vehicles, equipment or machinery, truck tractors or truck tractor trailers, salvage operations, scrap operations, vehicle impound yards, or commercial parking lots available for short-term use. Accessory uses may include incidental repair and servicing.

Automotive sales and leasing, light means the sale, display, lease, rental, or storage of light motor vehicles, including automobiles, vans, and trucks under 14,000 pounds gross vehicle weight, and light trailers. This definition shall not include sales and leasing of equipment or machinery, large trailers, boats, ATVs, snowmobiles, recreational vehicles, salvage operations, scrap operations, vehicle impound yards, or commercial parking lots available for short-term use. Accessory uses may include incidental repair and servicing.

B

Back of curb means the farthest edge of a street curb adjacent to a street.



Bar and lounge means an establishment providing or dispensing by the drink for on-site consumption fermented malt beverages, and/or malt, special malt, vinous, or spirituous liquors, and in which the sale of food products is secondary. A bar, lounge, or tavern may include live entertainment, and dancing; however, shall not include any adult entertainment.

Basement means

- (1) For purposes of floodplain regulations, any area of a building having its floor sub-grade (below ground level) on all sides.
- (2) For all other purposes, an area below the first floor, having part but no more than one half its height above grade.

Bay means

- (1) When used in the context of building façade articulation, the spaces on a building's façade between vertical structural elements (walls, pilasters, columns, etc.); bays organize window, door, and building element placement.
- (2) When used in the context of parking lot design, a double-loaded row of parking, with a drive aisle in the center and head-in parking on either side; may be perpendicular or angled.

Bay window means a window that protrudes from the face of a building.

Bed and breakfast means a detached dwelling that is owner-occupied and owner-operated in which rooms are rented and meals may be served to transient guests on an overnight basis.

Block (development block) means the area defined by streets (public or internal) or open spaces (public or internal) intended for the development of parks or buildings. Development block is a term used in urban design and form-based coding that applies to the organization of legally dedicated lots surrounded by thoroughfares that have been subdivided by plat.

Buffer means a strip of land established to separate and protect one type of land use from another to screen from objectionable noise, odor, or visual impact, or to provide for future public improvements or additional open space often in conjunction with a floodplain.

Buffer, residential roadway means a strip of land to separate the rear or side property line of residential lots from the adjacent right-of-way for arterial and collector roadways and to screen from objectionable noise and visual impacts.

Building means any structure used or intended for supporting or sheltering any use, storage, or occupancy.

Building element means a component of a building that gets added or subtracted from the main mass of the building, such as a porch, wing, balcony, or awning.

Building elevation means a fully dimensioned, to-scale drawing of the front, rear or side of a building showing all visible building features such as windows, doors, dormers, gables, chimneys, covered porches, decks, building materials and relationship to grade level.

Building façade means an elevation of a building, generally an approximately vertical front, side, or rear wall, or a portion of a front, side, or rear wall.

Building side means the façade of a building that is distinguished as a secondary façade, for example, a left and/or right side of the building that is not the primary façade.

Building height means the height of a building measured with respect to site grade as described in Section 13.04.220(e), *Building height*.

Building, accessory means a detached subordinate building located on the same lot as the principal building, the use of which is incidental to the principal building or use of the lot.

Building, front means the side of the building facing the most prominent public roadway or internal street or open space; the façade on which the principal building entrance is located.

Building frontage means

- (1) For the purposes of sign regulations, the building walls that: (1) face a public or Town-approved private street; (2) face a parking lot that serves the use; or (3) contain the primary public entrance to the uses in the building. A public alley is not considered a public or Town-approved private street.
- (2) For all other purposes, the linear frontage of a building, lot, or parcel adjacent to a private or public street that provides principal access to or visibility of the premises.

Building materials and supply store means a business involved in the sale, outdoor display, and distribution of structure supplies and services including lumber, brick, tile, cement, insulation, floor covering, lighting, plumbing supplies, electrical supplies, cabinetry, and roofing materials. This definition includes retail hardware stores. Accessory uses may include repair or delivery services, outside sale of plants and gardening supplies, and incidental wholesale trade.

Building permit means written consent issued by the Town of Parker that permits construction.

Building, principal means the primary building or buildings on a lot that contains a principal use.

Building trim means a building material or materials used on the exterior perimeter of a building, around windows, doors, and other prominent architectural features, to provide variety and accent to the building. Building trim typically lies flat against a wall, in contrast to an architectural feature that projects vertically or horizontally.

Building unit means a space in a building that is leased or occupied by a commercial tenant or other occupant.

Building wall means any vertical surface of a building or structure that is integral to and can reasonably be construed as part of the architecture of the building. Building wall shall not include pitched roofs, mansard roofs, fences or retaining walls. For purposes of sign regulation, building walls include, but are not limited to awnings, canopies, marquees, the vertical portion of gable roofs, parapets, mechanical penthouses, and similar features.

Business day and/or working day means any day that the Parker Town Hall is open to the public to conduct Town business.

C

Canopy means a roof-like cover, supported from the ground or deck, floor, or walls of a structure over a door entrance, or window for protection from the sun or weather or a projecting roof-like cover above an outdoor service area, such as at an automotive fuel sales establishment.

Car wash means the use of a site for washing, cleaning, and detailing of passenger vehicles, recreational vehicles, or other light-duty equipment. This use includes any auto wash facility attended by an employee and self-service and coin-operated facilities.

Caretaker residence means a dwelling unit accessory to a principal use in any zoning district designed and intended for occupancy by a person owning, employed in, or dealing with, and responsible for the security and maintenance of, the principal use.

Carnival or festival means a temporary commercial or festive activity, open to the public, at a specific location that is planned or reasonably expected to attract large assemblies of persons.

Cartway means the paved area of a street between the curbs, including travel lanes and parking areas, but not including shoulders, curbs, sidewalks, or swales.

Cemetery means land used or intended to be used for the burial of the human dead and dedicated for such purposes and includes columbaria, crematoria, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such premises.

Certificate of Occupancy means a certificate issued by the Town of Parker after final inspection(s) when the development has been determined to comply with all requirements and provisions relevant to the development. This term shall also include a Certificate of Completion for structures where there is no occupancy.

Certified hemp seed means industrial hemp seed, including Colorado heritage cannabis seed, that has been certified by an organization recognized by the Colorado department of agriculture as having no more than a three-tenths of one percent of delta-9 tetrahydrocannabinol concentration on a dry-weight basis.

Check-cashing establishment means an establishment that cashes checks, drafts, money orders, traveler's checks, or similar instruments, for a fee. This definition does not include financial institutions, credit unions, loan offices, or similar uses, or a business that provides these services as an accessory use to a permitted principal use (such as a grocery store).

Chief Building Official means the Chief Building Official for the Town of Parker, or their designee. As of the Effective Date, the Chief Building Official is the Assistant Director of the Building Division.

Clearing means when used in the context of vegetation removal, landscaping, screening, buffering, or site design, the indiscriminate removal of trees, shrubs, and undergrowth with the intention of preparing real property for nonagricultural development purposes.

Cluster development means a form of development that allows for a reduction in lot size below minimum requirements if compensating amounts of open space are provided within the proposed development.

Commercial kitchen means a commercial establishment where foodservice providers can prepare, cook, and store food and equipment on the premise and distribute food off-site for sale, delivery, or consumption for caterings, mobile food vendors, concessions, social service organizations, or restaurants.

Comprehensive Master Plan (or Master Plan) means the overall plan for the future of the Town of Parker adopted by the Town Council pursuant to the home rule powers of a municipality authorized in Article XX of the Colorado Constitution and specifically authorized by Title 31, Article 23 of Colorado Revised Statutes, as amended.

Community and cultural facilities means a category of uses characterized by buildings, structures, or facilities that provide a service to the public and generally provide public access. Accessory uses may include limited retail, concessions, parking, and maintenance facilities.

Community facility means a use or facility owned or operated by a government entity, quasi-governmental entity such as a homeowner's association, nonprofit, charitable, fraternal, or veterans institution and providing educational, cultural, recreational, or similar types of programs.

Complete Streets Policy means the adopted complete streets policy of the Town of Parker, as amended.

Condominium or condo means a building or group of buildings in which dwelling units, offices, or floor area are designated for separate ownership and the remainder of the structure, land area, and facilities are commonly owned by all the unit owners on a proportional and undivided means basis.

Continuing care facility means a community or campus setting for care of the elderly or others in need of assisted care, that has common facilities and provides licensed intermediate and skilled nursing facilities for its residents, as well as other supportive services. This use generally includes a variety of housing types and provides a variety of levels

of assistance and care so that its residents may obtain higher levels of care and service over time without having to move to another residential care facility. This use includes establishments, other than a hospital, licensed by the Colorado state department of public health, that maintains and operates continuous day and night facilities providing room and board, personal service, and skilled nursing care such as assisted living, independent living, and/or memory care. A continuing care facility is not considered a "group home" or "group residential facility" as defined in this LDO, and does not include facilities that are not required to be licensed by the Colorado state department of public health.

Contractor office means a subordinate building and related outdoor areas used to store and maintain construction equipment and other materials and facilities customarily required in the building trade by a construction contractor. This use may include showrooms and shops for the display and sale of electrical, plumbing, heating, air conditioning, sheet metal, and other material in connection with contracting services.

Cornice means a protrusion from the top of a ceiling or pediment, or at the bottom of a roof.

Council means the Town Council of Parker, Colorado.

Cul-de-sac means a street having one open end open to vehicular traffic and the other end permanently terminating in a vehicular turnaround.

D

Daycare, commercial means a facility licensed, certified, or registered by the State of Colorado that operates in a location other than a private residence that provides care, protection, and supervision for children or adults on a regular basis away from their principal residence for a period of less than 24 hours per day. Commercial daycares may operate 24 hours a day, but the children or adults are cared for at the facility fewer than 24 hours a day.

Daycare, residential means a facility licensed, certified, or registered by the State of Colorado that operates in the permanent residence of the provider that provides care, protection, and supervision for children or adults on a regular basis away from their principal residence for a period of less than 24 hours per day at any time. This use does not include group residential facilities.

De novo review means a review of a Town decision by a higher body that is not based solely on the record of the materials presented to and relied on by the previous decision-maker, but that can include the introduction of new documents and/or testimony.

Dedicated land means land legally conveyed or transferred to the Town or other public, quasi-public entity or other entity by platting, title, deed, or other legal method approved by the Town Attorney's office. Dedicated land shall be used for public purposes, such as school sites, fire stations, parks, open space or such other uses or facilities as approved by Town Council or indicated within approved Development Guides or plans.

Delta-9 tetrahydrocannabinols means synthetic equivalents of the substances contained in the plant, or in the resinous extractives of, cannabis or synthetic substances, their derivatives, and their isomers with similar chemical structure and pharmacological activity.

Density means the overall level of intensity for residential development, expressed as a ratio of dwelling units per acre, not including land in the floodplain or in areas having steep slopes.

Design capacity means the approved capacity of a building or facility based on applicable fire and building codes.

Developer means any person, corporation, joint venture, partnership, or other entity which applies to the Town for any of the following services: annexation, zoning, subdivision, Site Plan, Variance or other administrative, quasi-judicial or legislative function of the Town described in this LDO.

Development means

- (1) For purposes of floodplain regulation, any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.
- (2) For all other purposes, any man-made change to improved or unimproved property.

Development, infill means new development of building or structures on vacant or underused lots that have frontage on existing streets and that are bounded on at least 65 percent of their side and rear lot lines by lots containing existing buildings or structures.

Development Design Standards means the adopted document containing the architectural and site design standards for the Town of Parker, as amended.

Development guide and plan means a document that sets forth the standards and requirements for a planned development including land use, uses of structures, minimum lot, and height criteria (dimensional standards), and supplemental regulations. It shall include a development plan indicating location of uses, rights-of-way, natural features, and such other items as may be requested by the Planning Commission or Town Council. This document shall be used for review and evaluation of the project and shall, upon approval by Town Council, be recorded with the Douglas County Clerk and Recorder.

Dimensional standards means the numeric standards and requirements related to lots, buildings, and development activities including bulk standards such as height, setbacks, land area, square footage, and density.

Director of Engineering/Public Works means the employee of the Town designated to perform or be responsible for the performance of those duties identified for that official in this LDO, as well as other duties assigned by the Town Council, or their designee.

Disposition means a contract of sale resulting in the transfer of legal and equitable title to an interest in subdivided or unsubdivided land; a lease or an assignment of an interest in subdivided or unsubdivided land; or any other conveyance of an interest in subdivided or unsubdivided land.

Distribution facility means the intake and redistribution of goods and merchandise, individually or in bulk, including the short-term holding or storage of those goods or merchandise including without limitation a food bank, prescription drug delivery service, or last mile goods delivery service. This definition shall also include a transshipment facility for the temporary holding, storage and shipment of goods or vehicles.

Dormer means a window that projects vertically from a sloping roof.

Drive-through facility means a building or facility designed to allow customers to receive services or obtain goods while remaining in their vehicles that are in a designated stacking lane. A drive-through facility (or "drive-up facility") may be in combination with other uses, such as banks, credit unions, loan associations, automated teller machines (atm's), dry cleaners, drug stores, pharmacies, restaurants, or similar uses. This definition does not include car wash, major or minor automotive repair facility, or automotive fuel sales.

Driveway means a private area used for ingress and egress of vehicles and that allows access from a street or road to a building or other structure or facility.

Dwelling means a building or portion of a building used exclusively for residential occupancy, including one-family dwellings, duplex dwellings, and multiple-family dwellings, but not including mobile homes, hotels, motels, tents, seasonal vacation cabins, or other structures designed or used primarily for temporary occupancy. No mobile home or converted mobile home shall be classed as a dwelling.

Dwelling, co-housing means a residential development that combines small individually owned units on a single lot with common open space and sometimes including a larger community kitchen and dining room intended for communal use on a regular basis. The residents in a co-housing development may agree to share in the provision of communal services such as cooking meals, maintenance of grounds, and child care.

Dwelling, duplex means a detached building containing two dwelling units, designed for, or used as dwellings exclusively by two families, each living as an independent housekeeping unit.

Dwelling, live/work means a dwelling unit containing an integrated living and working space in different areas of the same unit, and designed with the living space located above or behind a ground floor working space facing the front lot line.

Dwelling, multifamily means a building, or portion of a building, designed for or occupied by three or more families living independently of each other, such as apartment or condominium buildings, and includes facilities that offer

supportive services but that are not required to be licensed by the Colorado state department of public health. This use does not include hotels or motels.

Dwelling, single-family detached means a building arranged, designed, and intended to be occupied by not more than one family, located on a single lot, that complies with either the Town's adopted building code or is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USC 5401 et seq., as amended, and is built for the Colorado climate and snow loads pursuant to Department of Housing and Urban Development standards established under the provisions of 42 USC 5401 et seq. This use shall include modular homes, manufactured homes, and tiny homes that comply with either of these construction standards. See also definition of "secondary family space" in Title 11, Section 11.02.050, *Amendments*, of the Parker Municipal Code.

Dwelling unit means one or more rooms designed, occupied, or intended for occupancy as a separate living quarter, with facilities for living, cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling unit, accessory means a dwelling unit added to, created within, or detached from a single-family detached dwelling that (1) is subordinate in size to a principal single-family detached dwelling, (2) that provides basic facilities for living, sleeping, cooking, and sanitation independent from those in the principal single-family detached dwelling, and (3) does not meet the definition of a secondary living space in Title 11, Section 11.02.050, *Amendments*, of the Parker Municipal Code. This definition includes all detached subordinate structures regardless of whether they are stick-built or fabricated on site, prefabricated off-site for installation or assembly on site, or designed as modular homes, manufactured homes, recreational vehicles, or tiny homes.

E

Easement means an acquired right of use, interest or privilege in land owned by another, which interest is recorded in the real estate records of Douglas County.

Eave means the part of a roof that meets or overhangs the walls of a building.

Educational facilities means uses in this category are characterized by public, private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or vocational or trade schools. Accessory uses commonly include cafeterias, indoor and outdoor recreational and sport facilities, auditoriums, and daycare facilities. See also, *school*.

Effective date means the date on which this LDO became effective, as provided by Ordinance No. 3.372.

Electric vehicle charging station means a public or private parking space that is served by battery charging equipment for the purpose of transferring electric energy to a battery or storage device in an electric vehicle, classified as follows:

- (1) Level 1 charging station is a slow-charging station that typically operates on a 15- to 20-amp breaker on a 120-volt Alternating Current (AC) circuit.
- (2) Level 2 charging station is a medium-speed charging station that typically operates on a 40- to 100-amp breaker on a 208- or 240-volt AC circuit.
- (3) Level 3 charging station is a fast, industrial-grade charging station that operates on a high-voltage circuit.

Encroachment means the placement of a building, part of a building, sign, or fence within an easement or into required setbacks.

Engineer means a professional engineer currently registered by the State of Colorado.

Equipment and machinery sales, rental, and repair means an establishment engaged in the display, sale and rental of equipment, tools, supplies, machinery, or other equipment used for building construction, manufacturing, farming, or agriculture. This use includes the sale of farm-specific vehicles such as tractors, tillers, farm trailers, back hoes, graders, boom lifts, front-end loaders, truck tractors, and truck tractor trailers.

F

Family means two or more persons related by blood, marriage, or other legally recognized relationship, including adoption and foster care, or a group not exceeding five unrelated persons (excluding paid household staff such as nannies, cleaners and caregivers) living together as a single housekeeping unit in one structure on one lot, unless otherwise specifically authorized by this LDO, including, without limitation, by Section 13.05.030(c)(7) and its regulation of group homes, as may be amended from time to time, or by the provisions of state or federal law. This definition of family supersedes any definition of family in planned development documents, including, without limitation, Development Guides adopted by ordinance.

Fence means a freestanding structure resting on or partially buried in the ground and rising above ground level used for confinement, screening, or partitioning purposes.

Fence height means the height of a fence measured with respect to the site grade as described in Section 13.04.220(e), *Building height*.

Financial institution means an establishment that provides retail banking, mortgage lending, and financial services to individuals and businesses, but does not include pawnbrokers or check-cashing facilities. Accessory uses may include offices and automated teller machines (ATMs). Drive-through establishments are regulated by separate accessory use type and are not automatically permitted as part of the definition of "financial institution."

Financial security means when used in the context of public improvements or subdivision improvements, a financial guarantee in the form of an irrevocable letter of credit or cash arrangement to secure the completion of improvements authorized by this LDO and approved by the Town.

Flag means any fabric, banner or bunting containing distinctive colors, patterns or symbols and is attached to a pole and that is intended to be permanently affixed to the ground or attached to a building.

Flagpole means a pole physically anchored to the ground with an underground foundation on which a flag is or can be displayed.

Flat roof means a roof without a visible pitch, including mono-pitch or parapet roofs.

Floodplain-related definitions means that as used in the interpretation of enforcement of regulations related to floodplains, the following terms shall have the following definitions.

Area of special flood hazard means the land in the floodplain subject to a one percent or greater chance of flooding in any given year.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year. The terms 100-year and one percent chance flood are synonymous with the term base flood. The term does not imply that the flood will necessarily happen once every 100 years.

Base flood elevation means the elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

Camp means to reside or dwell temporarily in a place, with or using a shelter. As used in this definition, the term "*shelter*" includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing; and the term "*reside or dwell*" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions.

Channel means the physical confine of a stream or waterway consisting of a bed and stream banks, existing in a variety of geometrics.

Channelization means the artificial creation, enlargement, or realignment of a stream channel.

Conditional Letter of Map Revision (CLOMR) means comment on a proposed project, that does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical facility means a structure or related infrastructure, but not the land on which it is situated, that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Digital Flood Insurance Rate Map (DFRIM) means FEMA's digital floodplain map that serves as the *regulatory floodplain map* for insurance and floodplain management purposes.

Elevated building means a non-basement building: (i) built, in the case of a building in Zones A1-A30, AE, A, A99, B, C, X and D, to have the top of the elevated flood above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water; and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X and D, elevated building also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

FEMA means the Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of water from channels and reservoir spillways; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM) means the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to location along a stream or river.

Flood protection elevation means an elevation one (1) foot above the elevation or flood profile of the one-hundred-year flood under existing channel and floodplain conditions. It is one (1) foot above the elevation of the flood for the flood regulatory area.

Flood regulatory area means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Flood stage means the height or elevation of a flood as referred to in some datum. For other purposes, it is commonly used to refer to the elevation at which a stream will overtop its normal stage banks.

Flood storage means those portions of the floodplain that may serve as a temporary storage for flood-waters from the one-hundred-year flood that are outside the floodway area.

Floodplain or flood-prone area means the area of land that could be inundated as a result of a flood.

Floodplain Administrator means the community official designated by title to administer and enforce the floodplain management regulations in Section 13.08.040(a), *Floodplain regulations*.

Floodplain development permit means a permit required before construction or development begins within any special flood hazard area (SFHA) pursuant to Section 13.08.040(a), *Floodplain regulations*. If FEMA has not defined the SFHA within the Town, the Town shall require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this Section.

Floodproofing means any combination of structural and/or nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than six inches.

Freeboard means the vertical distance in feet above the predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of a watershed.

Hydraulic analysis means the determination of flood elevations and velocities for various probabilities based on a scientific analysis of the movement and behavior of floodwaters in channels and overbank areas.

Hydrologic analysis means the computation of the peak rate of flow, or discharge in cubic feet per second, for various selected probabilities for streams, channels or watersheds based on scientific analysis of the physical process.

Letter of Map Revision (LOMR) means FEMA's official revision of an effective Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs) or the special flood hazard area (SFHA).

Letter of map revision based on fill (LOMR-F) means FEMA's modification of the special flood hazard area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of Section 13.08.040(a), *Floodplain regulations*.

Mean sea level means the North American Vertical Datum (NAVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance map are referenced.

National Flood Insurance Program (NFIP) means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in LDO 44 of the LDO of Federal Regulations. The U.S. Congress established the NFIP with the passage of the National Flood Insurance Act of 1968.

New construction means structures for which the start of construction commenced on or after the Effective Date, and includes any subsequent improvements to such structures.

No-Rise Certification means a record of the results of a floodway engineering analysis and report, sealed by a registered Colorado professional engineer, and supported by technical data, certifying that there is not more than a 0.00 foot rise in the proposed conditions compared to existing conditions floodway resulting from a proposed project in a regulatory floodway.

Personal property means any item that is reasonably recognizable as belonging to a person and that has apparent utility, including, without limitation, personal identification, eyeglasses, money, or jewelry.

Physical Map Revision (PMR) means FEMA's action whereby one (1) or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or planimetric features.

Substantial damage means flood-related damage that equals or exceeds 50 percent of the value of the building. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest.

Substantial improvement means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start

of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures that have incurred substantial damage, regardless of the actual repair work performed.

Floor area, gross means the total horizontal floor area measured in square feet, of all floors of a building, excluding garage space and porches.

Floor area, net means the total horizontal floor area measured in square feet, of all floors of a building, excluding walls, stairways, elevator shafts, restrooms, covered malls, covered walkways, roofed and other patio areas, covered entries, covered parking, covered driveways, covered loading areas, utility rooms, and accessory storage areas.

Food and beverage processing means a facility where food and beverage for human consumption in its final form, such as candy, baked goods, tortillas, ice cream, and soda is produced, and the food and beverage is distributed to retailers or wholesalers for resale on or off the premises.

Food and beverage services means an establishment that serves prepared food or beverages for consumption on or off the premises. Accessory uses may include food preparation areas, offices, and parking.

Food bank means a facility where a government agency or non-profit organization collects and distributes food and/or other goods.

Framework Plan means a draft conceptual plan, with supplemental material, showing the preliminary character, use, and layout of blocks, lot(s), including the preliminary locations, square footages, and dimensions of buildings, preliminary yards, courts, parking locations, fence locations, common open space, and other features prior to the submittal of Site Plan. When used in the context of a proposed subdivision of land, it may alternatively mean a map of the proposed subdivision, together with required supporting materials, drawn, and submitted in adequate detail to allow the Town to evaluate the feasibility and potential impacts of the proposed design at a conceptual stage in the planning process.

Funeral facility means an establishment for the care, preparation, or disposition of the deceased for burial and the display of the deceased and rituals connected with, and conducted before, burial, or cremation. This use includes mortuaries, that are facilities in which dead bodies are prepared for burial or cremation, crematoria, columbaria, and funeral homes.

G

Gable means the part of a wall that encloses the end of a pitched roof.

Garage means a building or portion of a building designed and intended for the parking or temporary storage of motorized vehicles.

General retail, 10,000 square feet or less means retail sales, not otherwise included in a definition for a specific use type within the retail sales use category, containing not more than 10,000 square feet of gross floor area of the establishment or use (not the size of the structure).

General retail, more than 10,000 square feet means retail sales containing more than 10,000 square feet of gross floor area of the establishment or use (not the size of the structure).

Grade means the level of the earth at a specific location or at ground level. Measurement of grade for purposes of determining maximum permitted building height is described in Section 13.04.220(e), *Building height*.

Greenway means (a) an open space area that has a linear form, typically following a creek, gulch, or other natural landform or a trail or other transportation corridor, or (b) a series of open space parcels that are intended to provide a contiguous, linked natural system and create a sense of cohesiveness within the Town, and that is generally used to preserve wildlife habitat and corridors, to guide growth, and to establish community buffers.

Ground floor means the lowest floor that sits above the average grade of a site.

Group living means uses in this category are characterized by residential occupancy of a structure by a group of people who do not meet the definition of "family." Tenancy is arranged on a monthly or longer basis and the size of the group may be larger than a "family." Generally, group living structures have a common eating area for residents.

Residents may receive care, training, or treatment, and caregivers may or may not also reside at the site. Accessory uses commonly include recreational facilities and vehicle parking for occupants and staff.

Group home means a residence where no more than eight persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the use of no more than eight persons whose right to live together is protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State of Colorado including but not limited to facilities providing housing for mentally ill or intellectually or developmentally disabled persons as defined by Sections 25.5-10-202 and 27-65-102, C.R.S., as amended. This definition also includes addiction recovery residences and domestic violence shelters.

Group residential facility means a residence where nine or more persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the use of nine or more persons whose right to live together is protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State of Colorado including but not limited to facilities providing housing for mentally ill or intellectually or developmentally disabled persons as defined by Sections 25.5-10-202 and 27-65-102, C.R.S. as amended. This definition also includes addiction recovery residences and domestic violence shelters.

H

Hard corner means any parcel of land located on any corner at the intersection of key arterials and/or major collectors as follows:

- (1) Cottonwood Dr./Jordan Road
- (2) Cottonwood Dr./Parker Road
- (3) Chambers Road/Lincoln Ave.
- (4) Lincoln Ave./Jordan Road
- (5) Lincoln Ave./Twenty Mile Road
- (6) Lincoln Ave./Parker Road
- (7) Twenty Mile Road/Mainstreet
- (8) Jordan Road/Mainstreet
- (9) Chambers Road/Mainstreet
- (10) Parker Road/Twenty Mile Road
- (11) Parker Road/Hess Road
- (12) Parker Road/Stroh Road
- (13) Chambers Road/Hess Road
- (14) Jordan Road/Hess Road
- (15) Stroh Road/Motsenbocker Road (Crowfoot Valley Road)
- (16) Chambers Road/Stroh Road
- (17) Chambers Road/Crowfoot Valley Road
- (18) Hess/Motsenbocker Road
- (19) Lincoln Ave./ Pine Dr.
- (20) Mainstreet/Pine Dr.

Hardship, as it relates to a condition of the property or the required showing under Section 13.03.040(x), *Variance*, means exceptional narrowness, shallowness, shape, topographic condition or other extraordinary and exceptional situation or condition of a piece of property that create exceptional or practical difficulties to the property owner's use or development of the property and that are not generally shared by property in the surrounding area, and that is not a self-created hardship.

Hardship, self-created means a condition related to the property that would otherwise meet the definition of a hardship, but that was created by the actions of the property owner prior to applying for a Variance or other form of relief under this LDO. The purchase of a lot, parcel, or tract that does not conform to the requirements of this LDO for the zoning district in which it is located is not, by itself, a self-created hardship provided the property owner does not take additional actions following the purchase that compound the difficulty of use or development of the property or increase the degree of nonconformity.

Healthcare facilities means uses focusing on medical services, particularly licensed public or private institutions that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury, or other physical or mental conditions. This use includes hospitals and include continuum of care campuses or facilities. Accessory uses may include laboratories, outpatient, or training facilities, or other amenities primarily for the use of employees in the firm or building.

Home occupation means an occupation or profession that is conducted within a dwelling or on the premises and is clearly incidental and secondary to the residential use of the dwelling.

Hospital means an institution designed for the diagnosis, treatment and care of human illness or infirmity and providing health services, primarily for inpatients, and including as related facilities, laboratories, outpatient departments, training facilities, and staff offices. This use includes free-standing emergency rooms.

Hotel/motel means structure(s) containing individual guest units for rental on a daily rate to guests and consisting of individual sleeping quarters, detached or in connected rows, with or without cooking facilities. Accessory uses may include additional services such as restaurants, meeting rooms, and recreational facilities.

Household living means uses in this category are characterized by buildings or portions of a building that are used exclusively for residential occupancy by a single household but not including hotels, motels, tents, short-term rentals, or other structures designed or used primarily for temporary occupancy.

Housekeeping unit means a single dwelling unit, with common access to and common use of all living and eating areas and of all areas and facilities for the preparation and serving of food within the dwelling unit.

I

Impervious surface means any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to asphalt, concrete, roofing material, brick, paving block, or plastic.

Industrial, general means larger-scale industrial operations that may include assembly, distributing, fabricating, manufacturing, packaging, processing, recycling, trash transfer, including the initial processing of raw materials. General industrial uses may operate in a manner that may produce noise, smoke, fumes, odors, glare that may not be fully mitigated on site, and may contain health and safety hazards on site. General industrial uses are not permitted within the Town of Parker.

Industrial hemp means a plant of the genus cannabis and any part of the plant whether growing or not, containing a delta-9 tetrahydrocannabinol concentration of no more than three-tenths of one percent on a dry-weight basis.

Industrial hemp processing means the further processing of hemp, that has been grown and harvested in compliance with the Colorado department of agriculture for commercial industrial hemp or research and development regulations, resulting in an altered finished product, and limited as an authorized use only as permitted in Table 13.05.A: *Table of Allowed Uses*.

Infrastructure means the provision of systems that provide transportation, water, wastewater, solid waste removal, stormwater drainage, electrical, and franchise facilities typically required to service development.

Inorganic materials means, as used in connection with landscaping, buffering, and screening regulations, non-living, inert materials including but not limited to plastic sheeting, landscape fabric, crushed gravel, granite, and river rock that do not readily decompose.

J

Reserved

K

Kennel, commercial means any building, structure, area, or portion of a building, structure, or area used for the breeding, raising, boarding, or selling of cats, dogs, or other domesticated animals permitted in the Town, excluding those permitted in the Agriculture zone district, and that are more than four months old, or for more than one litter per year, pursuant to Section 9.05.020. Grooming, indoor training, and pet health care facilities are accessory to this use.

Kiosk means a small structure, typically located within a pedestrian walkway or similar circulation area, intended for use as a small shop, or for use as a display space for posters, notices, and exhibits.

L

Land-disturbing activity means any grading, scraping, excavating, or filling of land, clearing of trees or vegetation and any construction, reconstruction, or significant alteration of a structure.

Landowner means all persons having legal title to a parcel of real property.

Laundry facility, commercial means an establishment that cleans clothing, carpeting, drapes, and other cloth or synthetic fiber materials using a chemical process. This definition includes uses such as dry-cleaning facilities; rug cleaning or repair service; pressing of garments or fabrics; carpet or upholstery; power laundry; industrial launderers; and linen supply.

Laundry facility, self-service means an establishment providing washing, drying, or other cleaning machines on the premises for rental use to the general public. This definition includes automatic, self-service only, or hand laundries.

Leasable area, gross means the total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors, if any, expressed in square feet measured from centerlines of joint partitions and exteriors of outside walls.

Leasable area, net means all the leasable area of a building exclusive of non-leasable space, such as hallways, building foyers, areas devoted to heating, air conditioning, elevators, and other utility areas. The net leasable area produces the lease income economically supporting the building.

Legal description means a description of a parcel, tract, of area of land by reference to a recorded plat of the property, by metes and bounds, or otherwise sufficient to identify the boundaries of the parcel, tract, or area of land, as determined by the Town.

Light Industrial means small-scale industrial operations including the assembly, brewing, and distilling, distributing, fabricating, manufacturing, packaging, processing, repairing, servicing, or wholesaling of goods or products, using parts or components previously processed or manufactured from raw materials and wholly contained within a building. This use includes commercial kitchens. This definition does not include the initial processing of raw materials. Light industrial uses are capable of operation in a manner that mitigates the external effects of the manufacturing process, such as noise, smoke, fumes, odors, glare, or health or safety hazards.

Lighting-related definitions means when used in the context of lighting regulations, the following terms shall have the following definitions.

Decorative or accent lighting means low light exterior lighting that is designed to highlight structures, plantings, or significant architectural features in a direct or indirect manner.

Decorative Lighting Display means permanently affixed lights that are not for safety and security lighting, but are intended to promote an enhanced visual environment on a site. These types of lights may include string lights, eave mounted LED lighting systems, neon type lights or similar that are located on the principal architectural features of a building such as the front entrance, roof elements such as roof gables or peaks, or principal architectural elements above the ground floor on a non-residential building or mixed-use building. This definition also includes decorative lights attached to trees. This type of lighting display does not include temporary holiday lighting displays.

Fixture means the assembly that houses the lamp(s) and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a ballast, a lamp, a reflector, or mirror and/or a refractor lens.

Floodlight or spotlight means a light fixture or lamp that incorporates a reflector to concentrate the light output into a directed beam in a particular direction.

Footcandle means a unit of light or density when the foot is the unit of measure. One footcandle (fc) equals one lumen per square foot of area. When metric units are used, lux is the unit of light quantity. One lux equals one lumen per square meter of area. One footcandle equals 10 and seventy-six hundredths (10.76) lux. For the purpose of establishing consistent measurements, both footcandles and lux are measured at finished grade.

Full-cutoff or fully-shielded means a luminaire that allows no light emission above a horizontal plane through its lower light-emitting part.

Glare means light emitted without a lens or through a clear lens from a luminaire with an intensity great enough to reduce a person's ability to see, and in extreme cases to cause momentary blindness.

Horizontal plane means an imaginary line drawn across the bottom of a light fixture above which no light shall be emitted.

Initial luminaire lumens means for luminaires with relative photometry per the Illuminating Engineering Society (IES), it is calculated as the sum of the initial lamp lumens for all lamps within an individual luminaire, multiplied by the luminaire efficiency. If the efficiency is not known for a luminaire, assume 70 percent. For luminaires with absolute photometry per IES LM-79, it is the total luminaire lumens. The lumen rating of a luminaire assumes the lamp or luminaire is new and has not depreciated in light output.

Lamp means a generic term for a source of optical radiation (i.e., "light"), often called a "bulb" or "tube." Examples include incandescent, fluorescent, high intensity discharge (HID) lamps, and low pressure sodium (LPS) lamps, as well as light-emitting diode (LED) modules and arrays.

Lighting output levels means the sum of the initial luminaire lumens for all light fixtures.

Light trespass means the shining of more than one foot-candle of light produced by a luminaire that shines beyond the boundaries of the property on which the fixture is located.

Lumen means a unit of luminous flux. One foot-candle is one lumen per square foot.

Luminaire means the complete lighting system, that includes the lamp(s) and fixtures.

Luminaire efficiency means the ratio of light output emitted by the luminaire to the light output emitted by its lamps.

Luminaire height means the measurement from a paved or landscaped surface at ground level directly under the fixture to the top of the luminaire.

Lux means a unit of illumination equal to the direct illumination on a surface that is one meter from a uniform point source of one candle intensity, or equal to one lumen per square meter.

Parker-Style Five-Globe Street Light (Parker Light) means the Victorian Series, Model VP-103, manufactured by Niland Company as defined in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.

Partially shielded means light fixtures that are shielded or constructed so that no more than 10 percent of the light rays are emitted by the installed fixture at angles above the horizontal plane.

Uniformity ratio means a measure of how evenly light is distributed on any given site. A uniformity ratio is usually expressed in average foot-candles of illuminance on a paved area to the foot-candles at the point of maximum or minimum illuminance on the same site. For example, an average to minimum uniformity ratio of 6:1 requires that the average foot-candle level of the luminaire is not greater than six times the minimum level. In other words, the minimum cannot be less than one-sixth the average. If the average is 12 foot-candles, the minimum should be no less than two.

Lodging facilities means uses in this category are characterized by for-profit facilities where shelter, meals, and the like are provided to transient visitors and guests for a defined period not to exceed 30 days.

Lot means a tract, plot or portion of a subdivision or other parcel of land in single ownership and not divided by a public street.

Lot area means

- (1) For purposes of hillside development regulations, the gross land area contained within a lot, excluding land area devoted to public or private rights-of-way (the latter includes access easements).
- (2) For all other purposes, the total horizontal square footage within the property lines of a lot.

Lot coverage means those portions of a lot that are covered by principal and accessory enclosed structures, and by driveway surfaces that prevent the passage or absorption of water (including graveled driveways).

Lot, double-frontage means a platted lot where more than one property line faces a street or other right-of-way along a street.

Lot, flag means a lot where access to the public or private road is by a narrow section of the lot.

Lot, protected means any lot that contains an existing single-family attached or detached dwelling or duplex dwelling.

Lot, restricted means any lot that contains a principal use other than a single-family attached or detached or duplex dwelling and that is adjacent to a Protected Lot.

Lot, through means a lot that fronts upon two parallel or approximately parallel streets.

Lot line, interior means any lot line that is not adjacent to a street.

Lot line, front means the property line adjacent to the most prominent public roadway or internal access street.

Lot line, rear means the property line opposite a front lot line that is most distant from and most closely parallel to the front lot line.

Lot line, side means a property line that is not a front or rear lot line. On a corner lot, a side lot line may be adjacent to a street.

Lot width means the width of the lot as measured at the front setback line.

M

Mainstreet Master Plan means the adopted Mainstreet master plan of the Town, as amended.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a recreational vehicle or a mobile home.

Manufacturing and processing means uses in this category are characterized by the extraction, transporting, manufacturing, fabrication, processing, reduction, destruction or any other treatment of any article, substance, or commodity, in order to change its form, character or appearance. Accessory uses may include retail sales, offices, storage, cafeterias, employee amenities, parking, warehousing, and repair facilities.

Massing means when used in the context of building design regulations, the overall shape and size of a building.

Master Plan means the adopted comprehensive plan of the Town of Parker, as amended.

Maximum extent practicable means reasonable efforts have been undertaken to comply with the regulation or requirement, that the costs of compliance clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project and that reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from noncompliance.

Medical or dental clinic means an establishment where patients are examined and treated on an outpatient basis by licensed health care practitioners or dentists. This use includes urgent care facilities and licensed health spas, alternative care, and holistic healing centers. This use does not include non-licensed providers or free-standing emergency rooms. Accessory uses may include incidental retail sales of products incidental to the services provided.

Metropolitan district means a special district that provides for the inhabitants of the district two or more of the services provided in Section 31-1-103(10), C.R.S.

Microbrewery, cidery, distillery or winery means a business that produces or distills alcoholic beverages and is operated separately or in conjunction with a drinking establishment or restaurant. This use is limited to an annual production capacity of 15,000 barrels or 465,000 gallons.

Mineral estate means a mineral interest in real property that is shown by the real estate records of the county in which the real property is situated and is not owned as part of the full fee title to the real property.

Mineral estate owner means the owner or lessee of a mineral estate for which notice is required pursuant to Section 13.03.030(g)(4)d and for which the records of the Douglas County Clerk and Recorder allow the applicant to reasonably and in good faith identify the mineral estate owner.

Mining and extraction means the withdrawal, extraction, and/or refinement of materials including, but not limited to, minerals (either solid, liquid or gas that are usable in their natural form or converted to a usable form when extracted from the earth), sand, gravel, quarry aggregate, coal, dimension or landscape stone, peat, and metals. This definition shall not include surface or groundwater.

Mixed-use, horizontal means a mix of residential uses and nonresidential uses within the same development site but not necessarily within the same building. Horizontal mixed-use development may include freestanding commercial uses and freestanding residential uses.

Mixed-use, vertical means a single building with both residential and nonresidential uses, where a minimum of 75 percent of the ground floor gross floor area is occupied by nonresidential uses. Upper floors may be any combination of residential and commercial uses.

Mobile business means a commercial retail, food, or service establishment that is not intended to be permanent and is operated in a temporary location. A mobile business may include a motorized vehicle, wheeled vehicle, or a trailer that is licensed for use on public roadways, or a cart.

Mobile home means any manufactured home that does not comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USC 5401 et seq., as amended.

Modular home means a factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure that will be a finished building in a fixed location on a permanent foundation. The term includes homes with major assemblies that have been prefabricated, but does not include homes in which only individual wall, floor, or ceiling panels, trusses, plumbing trees, or other minor sub-elements have been prefabricated and are then incorporated into a structure at the site.

Muntin means a small bar or rigid support between adjacent panes of glass.

N

Natural medicine related definitions means when used in the context of natural medicine regulations, the following terms shall have the following definitions.

Natural medicine means psilocybin or psilocyn and other substances described in the Regulatory Act as "natural medicine."

Natural medicine business means any of the following entities licensed under the Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.

Natural medicine healing center means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by the Regulatory Act, to provide and supervise natural medicine services for a participant as defined by the Regulatory Act, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

Natural medicine product means a product infused with natural medicine that is intended for consumption, as provided by the Regulatory Act.

Natural medicine services mean a preparation session, administrative session, and integration session, as provided by the Regulatory Act.

Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a facilitator, as provided by the Regulatory Act.

Regulated natural medicine means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.

Regulated natural medicine product means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.

Regulatory Act means Sections 44-50-101 through 904. C.R.S.

State licensing authority means the authority created under the Regulatory Act for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product, as provided by the Regulatory Act.

Nonconformity means a building, structure, land use, site feature, lot or sign that does not comply with the requirements of the LDO, but that was lawfully erected or initiated under the LDO standards in effect when it was erected or initiated.

Nonresidential use means any use that does not meet the definition of a residential use, including any vacant parcel.

Nude model studio means any place where a person who appears in a state of nudity or displays specified anatomical areas is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculpted, photographed, or similarly depicted by other means. The definition of nude model studio does not apply to:

- (1) A college, junior college or university supported entirely or partly by taxation;
- (2) A private college or university that maintains and operates educational programs in which credits are transferable to a college, junior college or university supported entirely or partly by taxation; or
- (3) A business located in a structure that has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and where, in order to participate in a class, a student must enroll at least three days in advance of the class; and where no more than one model is on the premises at any one time.

Nudity or state of nudity means the showing of post-pubertal human genitals, pubic region, buttocks, anus, or upper-body breast or chest area of any person with less than a fully opaque covering or the exposure of any device, costume or covering which gives the appearance of or simulates post-pubertal human genitals, pubic region, buttocks, anus, or upper-body breast or chest area of any person.

Nursery or garden supply store means an establishment, including a building, part of a building, or land area for the growth, display and/or sale of plants, trees, and other materials used for planting for retail sales and incidental wholesale trade.

O

Office, business, and professional services means uses in this category are characterized by the provision of executive, management, administrative, governmental, or professional services that do not sell merchandise except as incidental to an allowed use. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.

Oil and gas definitions See Section 13.02.030.

On-site utilities and equipment means all improvements, facilities, equipment, and appurtenances for service to the development and/or service to multiple lots as part of an approved Plat, Replat or Site Plan. Equipment may include,

but is not limited to, transformers, switchboxes, cabinets, and other appurtenances that provide service. Equipment does not include streetlights or individual service lines.

Opacity/Opaque means a measurement indicating the degree of obscuration of light or visibility.

Open space means public or private land that is preserved and protected from development for one or more of the following purposes:

- (1) Riparian areas that are primarily in a natural state;
- (2) Areas that contain significant natural resources, aesthetic or cultural features that warrant protection;
- (3) Areas that preserve wildlife and wildlife habitat;
- (4) Areas that frame and contrast the built environment;
- (5) Areas that establish community buffers; and
- (6) Active or passive recreation and landscaping.

Open space, accepted means a conveyance of land reserved for open space to the Town, association, district, or other entity approved by Town Council by recorded plat or other recorded document.

Open Space, Trails, and Greenways Master Plan means the adopted open space, trails, and greenways Master Plan of the Town of Parker, as amended.

Outdoor markets means a property used for the temporary establishment where goods are displayed and sold to patrons in an outdoor setting. This definition includes flea markets, farmer's markets, art festivals, craft fairs, and holiday or seasonal markets.

Outdoor sales and display means outside area where retail goods, produce, handcrafts, and the like are available for purchase on the same lot or parcel as the principal business with which such activities are associated. This use does not include mobile businesses.

Overlay district means a zoning district superimposed over the underlying zoning district(s) that places further restrictions upon the property contained in the overlay district. Development within the overlay district shall conform to the requirements of both districts.

Owner means a person as defined by this LDO, who, individually or jointly with others, or in a representative capacity (including without limitation, an authorized agent, executor, or trustee) has legal or equitable title to any property in question.

P

Parapet means that portion of a wall that extends above the roof line.

Parcel means a lot, tract, plot or portion of a subdivision or other parcel of land in single ownership and not divided by a public right-of-way. The term lot or tract may also be referring to a parcel.

Park means public or private land used for active or passive recreational uses that may include facilities for organized activities including playing fields, playgrounds, and ball courts. Accessory uses may include group picnic shelters, hard surfaced pathways, restrooms, parking lots, and similar facilities.

Park, community-serving means parks providing a variety of recreation opportunities and specialized uses for several neighborhoods or the entire community. These sites may support organized sports, large group gatherings, active and passive uses, and trails, while also providing access to unique landscapes and natural areas. This type of park is referred to as a regional park for purposes of calculating excise taxes and credits in Chapter 4.07, *Development Excise Tax*, of the Parker Municipal Code.

Park, neighborhood-serving means subdivision level or smaller parks providing essential recreation opportunities, play space, and small group gathering space to nearby neighborhoods.

Parker Road Corridor Plan means the plan for the development of the Parker Road corridor adopted by the Town Council, as such plan may be amended by the Council from time to time.

Parks, Recreation and Open Space Master Plan means the adopted parks, recreation, and open space Master Plan of the Town of Parker, as amended.

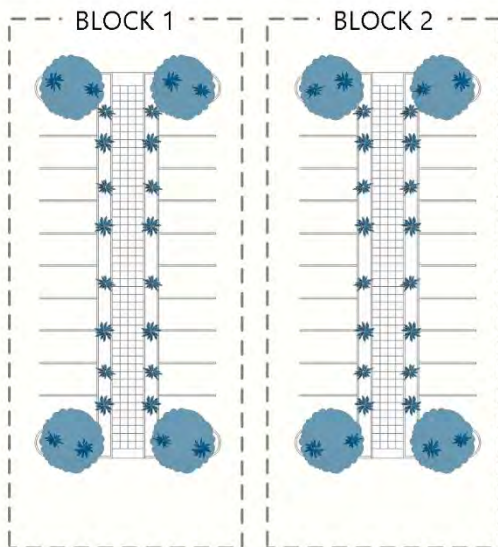
Parks, Trails, Open Space, and Streetscape Design and Construction Manual means the adopted Parks, Trails, Open Space, and Streetscape Design and Construction Manual of the Town of Parker, as amended.

Parker area, temporary means any public or private area, under or outside of a building or structure, used for parking automobiles designed to serve a temporary or permanent building or use.

Parking, off-site means parking located on a lot or property that is not the property occupied by the building or use for which the parking is provided, and that is not contiguous with and lacks a cross-access easement for reciprocal parking with the property occupied by the building or use for which the parking is provided.

Parking, on-street means a vehicle parking space that is located on a segment of a public or private street.

Parking block means a designated area of a parking lot containing one or more bays of motor vehicle parking spaces, but is visually separated and distinct from other parking blocks by, landscaping that is more intensive than otherwise required for individual parking bays, pedestrian walkways within raised islands, and/or building placement. The drawing below illustrates two adjacent parking blocks located in the same parking lot.



Parking garage means an above- or below-ground structure, or a covered at-grade area, designed for parking automobiles. Parking garages do not include structures or floors to accommodate the parking of motor vehicles that are built into or under a primary structure.

Parking lot means an uncovered at-grade surface facility designed for the parking of automobiles on which it is located.

Pawnbroker means an establishment where money is loaned on security of personal property left in pawn and pledged as collateral for the loan and where that property may be redeemed by the seller in a fixed period of time or sold to the general public.

Pedestrian scale means the proportional relationship between the dimensions of a building or building element, outdoor space, street or streetscape element and the average dimensions of the human body, emphasizing features and characteristics which can be observed in close proximity at an average pedestrian's walking speed.

Personal instruction or studio means informational, instructional, personal improvement, recreational, and similar services such as dance, music, or martial arts instruction; photography studios; driving or cooking schools; indoor pet training facilities; and weight loss information centers. This use does not include vocational or trade schools or other education facilities.

Personal services means uses in this category are characterized by the provision of individual services or instruction related to personal needs. Accessory retail sales related to the personal service use is allowed.

Personal services, general means an establishment that provides repair, care, maintenance or customizing of wearing apparel or other personal articles or human grooming services and includes such uses as beauty/barber shops, shoe repair, dry cleaning pick-up establishments, alterations, spas, tanning salons, tattoo parlors, printing establishments, house cleaning services, small appliance repair, florist, or pet grooming shops. This use does not include laundry facilities.

Planned development means a zoning district that includes a tract or parcel of land controlled by one or more landowners, that is developed under a single development plan for residential units, nonresidential uses, or a combination of uses.

Planning Director means the Town's Director of Community Development Department or the Director's authorized designee.

Plat means the maps and supporting materials of a proposed subdivision, prepared pursuant to the requirements of this LDO, and used as an instrument for recording real estate interests with the Douglas County Clerk and Recorder.

Play area, large-destination scale means an area with a minimum of 15,000 square feet and including age separated play for 2-5 years and 5-12 years and an area for teen play or social space. Play areas are for play apparatus and equipment only and does not include pathways for circulation, seating and shade or any other non-play function.

Play area, small-scale means an area with a minimum of 5,000 square feet of play area and including age separated play for 2-5 years and 5-12 years. Play areas are for play apparatus and equipment only and does not include pathways for circulation, seating and shade or any other non-play function.

Condominium Plat means a plat identifying individual airspace units and shared common elements in a proposed condominium development that complies with all applicable provisions of the Colorado Common Interest Ownership Act, with all required stamps and acknowledgements, that is recorded as required by Colorado law.

Initial Condominium Plat means a document or set of documents that collectively meet the definition of a Condominium Plat except that it is titled Initial Condominium Plat has not yet been recorded as required by Colorado law.

Final Plat means the final map or drawing of a subdivision and related public dedications, certified by a licensed, registered land surveyor, containing a description of the subdivided land with ties to permanent monuments, and prepared pursuant to Section 13.03.040(q)(4) as an instrument for the recording of real estate interests with the Douglas County Clerk and Recorder upon final approval by the Town.

Porch means a covered structure attached to a building forming a covered entrance to a vestibule or doorway. It is external to the walls of the main building proper but may be enclosed by screen or latticework, extending from the main structure.

Preliminary Plan means the map of a proposed subdivision and specified supporting materials, drawn and submitted pursuant to Section 13.03.040(q)(8), to permit the evaluation of the proposal prior to final engineering and design.

Principal display area (lighting) means those outdoor areas where active nighttime sales activity occurs and where accurate color perception of merchandise by customers is needed. To qualify as a principal display area, one of the following specific uses must occur: automotive sales and leasing (heavy and light), recreational vehicle sales and rental, nursery or garden supply store, or automotive fuel sales. Uses not on this list must be approved as principal display area uses by the Planning Director.

Principal/primary structure means a structure or building in which the principal use of the lot on which the building is located is conducted.

Principal use means the primary or predominant use of any lot, building, or structure.

Private improvement means any drainage way or easement, street, culvert, pedestrian way, sidewalk, street sign, landscaping and streetscape, monument, flood control or storm drainage system, sewage disposal system, public art installation, entry/gateway feature, or other facility, whether or not required by this LDO, for which the Town will not

assume responsibility for maintenance and operation, and for which the applicant, property owner, or other entity approved by the Town will be responsible for maintenance and operation.

Private internal access drive/aisle means a vehicle right-of-way, or any other route providing vehicle access to buildings or site elements as shown on a site plan which may include angled or perpendicular parking on at least one side.

Private street means a vehicle right of way dedicated on a subdivision plat which provides access to two or more properties and is open to the public. Private streets are privately owned and maintained and not dedicated to the Town. A private street may also be one of the following:

- (1) A vehicle right-of-way indicated as a private street on a plat or site plan; or
- (2) Any vehicle access route providing vehicle access to individual lots on a plat or site plan; or
- (3) Any vehicle access route providing vehicle access to buildings indicated on a site plan where all of the buildings are not located on the same lot.

Probationary acceptance means the Designated Town Authority's (DTA) initial acceptance of the construction of public improvements associated with a permit, subdivision or Development Agreement, or other applicable agreement, Probationary acceptance also includes the Town's probationary acceptance of public improvements constructed pursuant to a Subdivision Agreement.

Programmable space, as used in regulations related to open space, means any usable, indoor, or outdoor, urban, or passive space that can serve a multitude of different function.

Property line means the legally described boundary line that indicates the limits of a parcel, tract, lot, or block for the purpose of delineating ownership and setback requirements.

Public and semi-public utility uses means uses including all lines, buildings, easements, passageways, or structures used or intended to be used by any public or private utility related to the provision, distribution, collection, transmission, or disposal of power, oil, gas, water, sanitary sewage, communication signals, or other similar public services at a local level.

Public entrance means an entrance to a building or premises that is customarily used or intended for use by the general public, and excludes fire exits, employee entrances and loading dock entrances not generally used by the public.

Public improvement means any drainage way or easement, street, culvert, pedestrian way, sidewalk, curb, gutter, street sign, traffic signal, monument, flood control or storm drainage system, sewage disposal system, water supply or treatment system, park, trail, public art installation, entry/gateway feature, or other facility for which the Town may ultimately assume responsibility for maintenance and operation, or that may affect an improvement for which Town's responsibility is established as more generally described in Section 13.08.030(i).

Public realm means all areas open or accessible to the public, including the space in front of and between buildings; may be privately owned.

Public safety facility means a facility used to provide police, fire, or other emergency response services to the surrounding community.

Public street means a vehicle access route indicated on a plat or development plan, the ownership of which route has been dedicated to and accepted by a state, local, or county government.

Public utility means any use of property within the Town for irrigation canals, electric transmission lines of 115 kv or more, electric substations, gas regulator stations, telephone exchanges and buildings for telephone equipment, water or sanitation facilities, including, but not limited to, reservoirs, water or sanitation treatment facilities and water or sanitation transmission lines, but not including water or sewer service lines going directly from a transmission line to an individual property without crossing any other property, or public transportation facilities.

Public utility, major means a facility providing important regional or townwide utility services, such as water, sewer, gas, stormwater, or electricity that includes construction of large buildings or structures, and that may have employees on site. Examples include but are not limited to water treatment plants, water storage facilities, sewage

treatment plants, reservoirs, regional permanent control measures, electric power lines and substations, and other similar facilities. This does not include wireless communication facilities.

Public utility, minor means equipment necessary to support and distribute utility services, often from major public utility facilities, to development within the immediate vicinity, and that generally involves only minor accessory structures. Employees typically are not located at the site. Examples include but are not limited to electric transformer stations, service boxes and distribution lines; sewer collection lines, gas regulator stations and distribution lines, stormwater lines and appurtenances, telephone service boxes and lines, well, water, and sewer pumping/lift stations, and related underground and aboveground pipes and wires related to any of the listed services. This does not include wireless communication facilities.

Public way means any right-of-way, public street, alley, lane, parkway, avenue, road, or trail designated or dedicated for public use on a plat conveyed by deed or recorded access easement (whether or not it has ever been used as such) or acquired by prescriptive use.

Q

Quasi-governmental entity means a business entity that, by law or contract, monitors, expends, disburses, or otherwise manages public funds for a federal, state, or local government.

Quasi-public means infrastructure, facilities, or services provided for or available to the public in all or a portion of the Town by an entity owned or controlled by an entity other than the Town. Examples of quasi-public improvements include water or sewer systems owned by a special district or a fire station owned by a fire protection district created pursuant to Colorado law.

R

Recreation and entertainment means uses in this category are characterized by indoor and outdoor recreation and entertainment activities open to the general public. Accessory uses may include limited retail, concessions, parking, and maintenance facilities.

Recreation facility, indoor means a commercial recreational use within a building that provides entertainment or sport, such as bowling, skating, arcade, health club, indoor courts and fields and movie theater. Accessory uses may include limited retail, concessions, and maintenance facilities.

Recreation facility, outdoor means recreation and entertainment activities that is mostly outdoors including picnic area, outdoor swimming pool, skateboard park, tennis court, basketball court, baseball diamond, soccer and football field, amphitheater, outdoor arena, outdoor theater, drive-in theater, golf course, golf driving range, miniature golf, batting cage, or other similar outdoor recreational uses and does not meet the definition of Parks, Community or Neighborhood Serving. Accessory uses may include limited retail, concessions, and maintenance facilities.

Recreational vehicle means a vehicle that is: (1) built on a vehicle chassis or mounted on a motor vehicle; (2) 400 square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by or mounted upon a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. The term includes a modular home or tiny home that does not meet the definition of a single-family detached dwelling.

Recreational vehicle sales, rental, and repair means the sale, display, lease, rental of recreational vehicles including trailers, boats, ATVs, snowmobiles, and personal recreational vehicles. This definition shall not include salvage operations, scrap operations, vehicle impound yards, or commercial parking lots available for short-term use. Accessory uses may include incidental repair and servicing.

Redevelopment means any proposed replacement, expansion, addition, renovation, or major change of or to an existing building, structure, or aspect of development.

Religious assembly means structures or places in which regular worship, ceremonies, rituals, and education pertaining to a particular system of beliefs are held, together with its accessory buildings and uses (including buildings used for educational and recreational activities), operated, maintained, and controlled under the direction of a religious group. Accessory uses include, but are not limited to, school facilities, parking, caretaker's housing, key staff housing, retreat

site, religious camp, day care and group living facilities, such as convents. Examples include churches, temples, synagogues, and mosques.

Replat means a Final Plat or Minor Development Plat that replaces, in whole or in part, a recorded Final Plat or Minor Development Plat previously approved by the Town and recorded with the Douglas County Clerk and Recorder.

Research and development means a facility or group of facilities that engage in research, synthesis, analysis, development of new products, materials, or processes, and related testing laboratories, and does not meet the definition of any use type in the industrial use category. This use excludes marijuana cultivation and the manufacturing, servicing, or sale of consumer products. Accessory uses may include incidental sales of goods produced on site, such as medical devices, instruments, or electronics, to the public.

Residential use means any primary land use that includes one or more dwellings. Residential uses expressly include but are not limited to single-family, duplex, townhome, and multiple-family dwellings.

Restaurant means an eating/drinking establishment that is open to the public, where food and beverages are prepared, served, and consumed within the principal building, or off the premises as carry-out orders; or in an outdoor seating area on the premises. Accessory uses may include an outdoor dining area or sidewalk café.

Retail sales means uses involving the sale, lease, or rent of new or used products directly to the final consumer for whatever purpose but not specifically or exclusively for the purpose of resale. These uses do not include automotive or equipment sales and leasing. Accessory uses may include offices, parking, storage of business products or goods, assembly, repackaging, or repair of goods for on-site sale.

Right-of-way (ROW) means a sidewalk, curb, street, alley, bike path or other similar public improvement normally used for the travel of pedestrians, motor vehicles, bicycles, or similar vehicles.

Riparian area means the land areas adjacent to a stream, wetlands or other body of water that contain vegetation, habitats and ecosystems associated with bodies of water or dependent on the flow of water in the adjacent stream, wetlands, or other water body. A riparian area will vary in width depending on the particular stream, wetlands, or other body of water.

Road or street, accepted means a road or street for public use for which the Town has issued a written acceptance of dedication or a plat approval, and for which the responsibility for maintenance has been approved in writing.

Roadway Design and Construction Criteria Manual means the adopted roadway, design, and construction standards of the Town, as amended.

Roof means the part of the building envelope that covers the top of a building.

Roofline means the uppermost edge of the water-carrying surface of a building or structure.

S

School, college, or university means a post-secondary school offering courses in general, technical, or religious education that award associate, bachelor, or higher degrees.

School, public or private means a public or private institution that offers general academic instruction at preschool, kindergarten, elementary, and secondary levels.

School, vocational or trade means a school offering instruction in a professional, vocational, or technical field. This use does not include personal instruction studios.

Screening means a method of visually shielding or obscuring one adjacent or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

Seasonal sales means the temporary display and retail sales of goods and services such as Christmas trees, fireworks, pumpkins, or other seasonal products including items normally found and sold within an existing permitted building on the property and sold outside of the existing building/use. Example of a service may include windshield chip repair and mobile insurance claims facility.

Semi-nudity means a state of dress in which clothing covers no more than the postpubertal human genitals pubic region, and upper- body breast or chest area of any person, as well as portions of the body covered by supporting straps or devices.

Setback means the required distance between the established lot line and any building on the lot. See additional measurement standards in Section 13.04.220(d).

Setback, front means the distance or depth measured perpendicular from the front lot line (or back of curb in the DE district) to the nearest point of the structure or building.

Setback, rear means the distance or depth measured perpendicular from the rear lot line to the nearest point of the structure or building.

Setback, side interior means the distance or depth measured perpendicular from the side lot line to the nearest point of a structure or building.

Setback, side street means the distance or depth measured perpendicular from the side lot line adjacent to the street to the nearest point of a structure or building.

Sexual encounter establishment means a business or commercial establishment, that as one of its principal business purposes, offers, for any form of consideration, a place where two or more persons may congregate, associate or consort for the purpose of "specified sexual activities" or the exposure of "specified anatomical areas" or activities when one or more of the persons is in a state of nudity or semi-nudity. An adult motel will not be classified as a sexual encounter establishment by virtue of the fact that it offers private rooms for rent.

Sexually oriented businesses means sexually oriented businesses include: an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, sexual encounter establishment or nude model studio . The definition of sexually oriented businesses shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized sexual therapy, and those establishments meeting the exceptions contained in the definition for nude model studios.

Short-term rental means any dwelling, dwelling unit, or portion of any dwelling unit rented or leased for valuable consideration to a person or persons for periods of time less than 30 days.

Sign-related definitions means when used in the context of sign regulations, the following terms shall have the following meanings:

Architectural feature means any construction attendant to, but not an integral part of, the sign, that may consist of landscape, building or structural forms that enhance the site in general; also, graphic stripes and other architectural painting techniques applied to a structure that serve a functional purpose or, when the stripes or other painting techniques are applied to a building, provided that such treatment does not include lettering, logos, or pictures.

Commercial means an aspect of a sign proposing or otherwise encouraging one or more commercial transactions.

Illumination, external means lighting by means of a light source located outside of a sign.

Illuminate, internal means lighting by means of a light source that is within a sign having a translucent background, silhouetting opaque letters or designs, or that is within letters or designs that are themselves made of translucent materials.

Noncommercial means an aspect of a sign that does not meet the definition of commercial.

Sign means any structure that requires a permanent or temporary location, that has a visual display visible from a public right-of-way and is designed to identify, announce, direct, or inform.

Sign, abandoned means any sign (together with its supporting structure) that no longer advertises or identifies a bona fide business, owner, lessor, person, service, product, event, or activity, or for which no legal owner can be found. This definition shall not apply to permanent signs accessory to businesses that are open only on a seasonal basis, provided that there is clear intent to continue operation of the business.

Sign, banner means a sign made of lightweight fabric or similar material with no enclosing framework.

Sign Base means the pedestal or other structural feature that is directly affixed to the ground on any ground-mounted sign.

Sign, building-mounted means any sign attached to any part of a building and including wall, awning, canopy, and projecting signs.



Sign, changeable copy means a sign or portion of a sign with letters, characters or graphics that are not permanently affixed to the structure, framing or background, allowing the letters, characters, or graphics to be modified from time to time manually or by electronic or mechanical devices, such as a bulletin board or electronic message board. Changeable copy signs shall be classified as permanent signs.



Sign, electric means any sign containing electric wiring, but not including signs illuminated by exterior light sources, such as floodlights.

Sign, freestanding means a sign supported from the ground and not attached to any building.



Sign, handheld means a sign that is, or was intended to be, held by, attached to, or affixed on an individual.

Sign height means the height of a fence measured with respect to site grade as described in Section 13.04.220(e), *Building height*.

Sign, inflatable means any inflatable shape or figure designed or used to attract attention to a business event or location.

Sign, instructional means a sign reasonably necessary for the safe circulation of pedestrian or vehicular traffic within a given parcel, that may be freestanding or attached to a building.

Signage, interpretive means signage that adds value to parks and open areas by providing information, interactive engagement opportunity, or historical narrative that improves the user experience, for the purposes of parks and open space regulations.

Sign, kiosk means a temporary sign that directs potential buyers or renters to more than one real estate project offering lots, buildings, or dwellings for sale or rent. A kiosk sign may also direct travelers to public and semipublic uses, such as Town buildings, recreation facilities, and hospitals. A kiosk sign is intended to serve multiple developments for a period of time longer than would be needed for a single project, with the names and directional symbols changed from time-to-time during the life of the sign.

Sign, motor vehicle means a sign displayed on motor vehicles, including trucks, buses, trailers, or other motor vehicles such as moving vans, delivery trucks, rental trucks, trailers, and the like, but not including vehicles used for commercial transit and licensed by the Public Utilities Commission of the state such as taxis and buses.

Sign, nonconforming means any sign that:

- (1) On the Effective Date, was lawfully maintained and had been lawfully erected pursuant to the provisions of any prior applicable sign regulation but does not conform to the limitations established by Chapter 13.09, *Sign Code*; or
- (2) On or after the Effective Date was lawfully maintained and erected pursuant to the provisions of Chapter 13.09, *Sign Code* but, by reason of amendment to Chapter 13.09, *Sign Code* does not conform to the limitations established by the amendment to Chapter 13.09, *Sign Code* in the district in which the sign is located.

Sign, off-premise advertising means any off-premises sign, including without limitation a billboard or general outdoor advertising device, that advertises or directs attention to a business, commodity, service, or activity conducted, sold or offered elsewhere than on the same lot, or within the same building, or within the same set of buildings under single or related ownership or management, upon which such sign is located.

Sign, permanent means a sign that is designed to be used on a permanent basis and is intended to be attached to a building wall or sign structure or installed in the ground. Permanent signs expressly include blade/bracket signs, building signs, freestanding signs, and projecting signs.

Sign, projecting means a sign that is attached to a building wall and extending perpendicular to (or approximately perpendicular to) the building wall and 12 inches or more beyond the face of the wall. A projecting sign shall also include a blade or bracket sign, or a combination of these sign styles, that hangs or extends twelve inches or more from a building wall, eave, fascia, canopy, awning, or sign structure.



Sign, roof means a sign, or any portion thereof, erected, constructed, or projecting upon or over the roof or parapet wall of any building, whether the principal support for the sign is on the roof, wall, or any other structural element of the building.

Sign, sandwich board means a portable sign that is an A-frame-type sign that is hinged or unhinged, or is vertical and located on skids or runners, and that is portable and temporary in nature. A sandwich board sign does not include a sign attached or affixed to an individual.



Sign, temporary means a sign that is designed to be used only for a limited duration of time, and is not intended to be permanently attached to a building wall or sign structure or permanently installed in the ground. Temporary signs expressly include banner signs, and may be building or freestanding signs.

Sign, wall means a type of building sign that is applied or attached to an exterior wall of a building.



Sign, window means a sign that is applied or attached to a window or door or a sign located near a window or door within a building for the purpose of being visible to and read from the outside of the building. Window signs may include permanent or temporary signs.

Sign structure means the supports, uprights, bracing, or framework designed to support or exhibit a sign as it is regulated by the building code for structural soundness; provided, however, that sign structures shall not include fences or retaining walls.

Significant tree means a deciduous tree that is six inches or greater in caliper, measured four and one-half (4½) feet above ground level, or any coniferous tree eight feet in height or taller.

Significant vegetation means any shrub mass over five feet in height and forming a continuous mass of vegetation covering an area greater than 100 square feet.

Site area, gross means total ground area of a site, including any proposed portions to be dedicated or improved for public use.

Site plan means the plans and supplemental materials submitted pursuant to Chapter 13.06, to evaluate a project prior to issuance of a Building Permit for multiple-family, business, commercial, industrial, and planned development projects.

Slope means the vertical elevation of a land area divided by the horizontal distance, expressed as a percentage. Slopes must cover at least 15 feet vertically and 50 feet horizontally.

Solid fence means a freestanding structure constructed in such a manner as to not allow the surface to be viewed through; the purpose being to conceal the interior portion of the fenced lot.

Specific anatomical areas includes any of the following:

- (1) Less than completely and opaquely covered post-pubertal human genitals, pubic region, buttocks, anus, or the upper-body breast or chest area of any person; or
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities includes any of the following:

- (1) The fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or the upper-body breast or chest area of any person;

- (2) Sex acts, normal or perverted, actual, or simulated, including, but not limited to, intercourse, oral copulation, sodomy, sadomasochism, or bestiality;
- (3) Masturbation, actual or simulated; or
- (4) Human genitals in a state of sexual stimulation, arousal, or tumescence.

Stable, commercial means a facility or area where horses, mules, or other large domestic animals are kept, housed, boarded, lodged, fed, hired, trained, sold, or bred as a commercial activity. The definition includes accessory uses such as riding lessons, clinics, and similar activities.

Start of construction means:

- (1) For the purpose of Section 13.08.040(a), *Floodplain regulations*. means the date the Building Permit was issued, provided that the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date and includes substantial improvement. The actual start means the first placement of permanent construction or a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (2) For all other purposes means the date the Grading Permit was issued, provided that the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date.

Steep slope means slopes that are 15 percent or greater as measured over a horizontal distance of 50 feet or more, as more fully described in Section 13.08.040(b)(3).

Storage means the placement, holding, or stockpiling of material or products in a bulk form, in bulk containers or in individual containers either within a building or outside, where the use is accessory and integral to the operations of a principal use permitted within the zoning district. Storage is not permitted as a principal land use within the Town of Parker. Storage does not include areas defined as "principal display."

Storage and warehousing means uses in this category are characterized by the storage of goods for the business owner or other businesses. Goods are generally delivered to other businesses or the final consumer, except for some will-call pickups. There are typically few customers present. Accessory uses may include offices, truck fleet parking, and maintenance areas. This use does not include data storage facilities.

Storage, commercial outdoor means an outdoor area in which storage spaces are used by consumers/tenants for short- and long-term storage of personal property. Consumers/tenants retain "care, custody and control" of their personal property. Outdoor storage includes, but is not limited to, camper/RV storage, commercial product storage, landscape storage and contractor storage where such storage is accessory to a contractor's office.

Storage, self means a building, series of buildings, structure, or an area in which storage spaces (such as rooms, lockers, or containers), also known as "storage units," are used by consumers and tenants for short- or long-term storage of personal property. Consumers and tenants retain "care, custody, and control" of their personal property. Self-storage may also be referred to as "mini-storage" and "mini-warehouse." This does not apply to multifamily development storage.

Storm Drainage and Environmental Criteria Manual means the adopted storm drainage and other environmental standards of the Town, as amended.

Stream means all of the following:

- (1) Any stream or river (or portion thereof) shown on the Flood Insurance Rate Map (a copy of which is available for review at the Department of Engineering); or
- (2) Any other perennial or intermittent natural or man-made watercourse identified by the Town, including, but not limited to, minor stream tributaries and man-made canals, channels, and ditches.

Stream bank means the uppermost limit of the active stream channel, usually marked by a break in the slope, as determined by the Town.

Stream buffer means a vegetated area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect:

- (1) Streams, their floodplains and associated riparian areas, including wetlands;
- (2) Lakes; and
- (3) Reservoirs.

Stream channel means part of a natural watercourse that contains an intermittent or perennial base flow of groundwater origin. Base flows of groundwater origin can be distinguished by any of the following physical conditions:

- (1) Hydrophytic vegetation, hydric soil, or other hydrologic indicators in the area where groundwater enters the stream channel, in the vicinity of the stream headwaters, channel bed or channel banks;
- (2) Flowing water not directly related to a storm event; or
- (3) Historical records of a local high groundwater table, such as well and stream gauge records.

Street means a public or private right-of-way or easement, other than an alley, driveway, or trail, that is accessible to the public and intended for use by motor vehicles and bicycles.

Street, internal (private) means a private or internal street that is not owned or operated by the Town; is a private street created within a commercial, industrial, mixed-use, and/or multifamily site which defines blocks and provides access for all modes.

Street frontage means for purpose of sign regulations, the length of the public or Town-approved private street or both, that is contiguous to the adjacent private parcel for which the sign is being considered. A public alley is not considered a public or Town-approved private street.

Streetscape/landscaping improvements means the sidewalks, plant material and related irrigation facilities for a Town-approved landscaping plan for street, road rights-of-way, parks, open space, and other public places.

Structure means

- (1) For the purposes of floodplain regulations, a walled and roofed building or manufactured home that is principally above ground.
- (2) For the purposes of sign regulations, structure includes a building, fence, wall, a piece of stationary equipment, ATM, kiosk, ice machine, fueling pump or any other object.
- (3) For all other purposes, see structure, permanent and structure, temporary.

Structure, permanent means any combination of materials forming a building or other man-made thing that is erected on the ground with permanent foundations or footings and permanently affixed into or onto the ground, designed, intended, used, or arranged for the housing, shelter, enclosure or structural support of persons, animals, or property of any kind.

Structure, temporary means a structure without any permanent foundation or footings that is intended to be located on a property for a limited amount of time.

Structure damage means:

- (1) For the purposes of floodplain regulations, damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the

market value of the structure before the start of construction of the improvement. This term includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (2) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
- (3) For all other purposes, any amount of damage sustained by a structure.

Subdivided land means

- (1) Any parcel of land which is to be used for condominiums, apartments, or any other multiple-dwelling units, unless such land was previously subdivided and the filing accompanying such subdivision complied with municipal regulation applicable to subdivisions of substantially the same density; or
- (2) The division of any tract of land, lot, or parcel into two (2) or more lots, parcels, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale, transfer of ownership, or to offer for sale or development; or
- (3) Any land that the Town Council has permitted to be divided into subordinate parcels by exempting the division from the requirement to prepare and record a Final Plat or Minor Development Plat.

Subdivision means the division of any tract of land, lot or parcel into two or more lots, parcels, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale, transfer of ownership, or to offer for sale or development; or, the division of land into any parcel of land that is to be used for condominiums, apartments, or any other multiple-dwelling units, unless (a) such land was previously subdivided and the filing accompanying such subdivision complied with municipal regulation applicable to subdivisions of substantially the same density, or (b) the Town Council has exempted by resolution that division of land, or that type of division of land, as not being within the purpose of Section 13.08.030, *Subdivision standards*.

Subdivision agreement means a binding contract between the Town and the record owner of the subdivision that specifies the public improvements, completion dates, estimated costs of public improvements and the method for securing the construction of the public improvements to be constructed as a part of the subdivision as more generally described in Section 13.08.030(i).

Subdivision exemption means an exemption from the definition of the term subdivision and subdivided land if the Town Council determines by rules and regulation or resolution that such division of land is not within the purposes of Section 13.08.030, *Subdivision standards*, or that the proposed division of land affects only Town-owned land and is for a public purpose.

Subdivision tract means land designated on a final subdivision plat as a "tract" or otherwise designated for conveyance or dedication to a metropolitan district, owners association, or other entity allowing for common ownership of such land by the owners of lots within the subdivision, and used for the purpose of open space, parks, landscaping, or a parcel restricted from current development that may be developed in the future after replatting pursuant to this LDO. For the purpose of Section 13.08.030, *Subdivision standards*, the term "*subdivision tract*" applies only to tracts, adjacent to rights-of-way, in subdivisions that contain one or more lots intended for single-family residential development.

T

Terrace means an open platform that extends outward from an exterior wall of a building at, or approximately at, ground level.

Tiny home means a structure that (1) is permanently constructed on a vehicle chassis, (2) is designed for long-term residency to a single household, (3) includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home, (4) is not self-propelled; (5) has a square footage of not more than 400 square feet, (6) is built to the International Residential Code as adopted by the Building Codes and Standards program within the Division of Housing, and is connected to public water and sewer. Colorado tiny homes will receive a metal plate insignia that certifies the tiny home is built to the codes and standards of the

program. This use does not include manufactured homes, recreational park trailers (as defined in Section 24-32-902, C.R.S.), or recreational vehicles (as defined in Section 24-32-902, C.R.S.)

Town means the Town of Parker, Colorado.

Town Manager means the person holding the position of Town Manager or a designee of the Town Manager.

Traditional turf grasses means bluegrass (*poa pratensis*) and turf type tall fescue (*festuca arundinacea*) and cultivars of those two types.

Tract means a platted parcel that is not intended for development of occupied buildings, or a parcel restricted from current development that may be developed in the future after replatting pursuant to this LDO.

Trail means a transportation or recreational route used by non-motorized transportation including but not limited to walking, bicycling, horseback riding or roller-blading.

Transit terminal or station means a facility where public transit vehicles load and unload patrons, and where patrons may transfer from between public transit lines, when that is the principal use of the property. This use may include park-n-ride or ridesharing facilities but does not include public transit vehicle repair or maintenance facilities.

Transportation demand management (TDM) means the application of strategies and policies which reduce or redistribute vehicle travel demand (and vehicle parking demand) to any single property or district. These include the provision of or access to transit, carpooling, walking, and bicycling.

Transportation Master Plan means the adopted transportation master plan of the Town, as amended.

Transportation, vehicles, and equipment means uses in this category are associated with transit facilities and include a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair and storage and offices.

U

Underdrain means any foundation drainage system, or gravel or pipe underdrain placed in service or mainline trenches within the rights-of-way of the Town.

Use means the activity or function that takes place or is intended to take place on a lot or within a building or structure.

Use, accessory means a use naturally and normally incidental to, subordinate to and devoted exclusively to the principal use of the premises, including parking lots.

Use, commercial means any nonresidential use of land engaged in commerce or commercial activity such as wholesale or retail trade or the provision of services.

Use, illegal means any use of a building, structure, or piece of property that is in violation of any provision of the LDO.

Use, temporary means uses that occur for a specified short-term time period only. Such uses shall not include the frequent occurrence of an activity at short intervals or events repeated on a regular basis, such as every weekend or every other weekend.

Use by Special Review means a use that is only permitted after review and approval by the Town Council pursuant to Sections 13.03.040(s), 13.03.040(t), 13.03.040(u), or 13.03.040(w).

V

Variance means:

- (1) For the purposes of floodplain regulations, a grant of relief from the requirements of Section 13.08.040(a) that permits construction in a manner that would otherwise be prohibited by Section 13.08.040(a).
- (2) For all other purposes, a grant of relief from specific dimensional standards in this LDO as listed in Section 13.03.040(x).

Vested property right means the right to undertake and complete the development and use of property under the terms and conditions described in Section 13.03.030(i)(5).

Veterinary clinic and hospital means a structure where animals are brought for medical and surgical treatment and may be held during the time of treatment and recuperation.

Visually significant ridgeline means natural topographic ridges that rise at least 50 feet above the adjacent land over a horizontal distance of 150 feet or more.

W

Waiver means a grant of relief from standards in this LDO that are not eligible for approval as a Variance, pursuant to Section 13.03.040(y).

Wall for the purpose of landscaping, buffering, and screening regulations means a vertical structure of masonry (including stone, clay, brick, and poured concrete), wood, plaster, or other material that defines or encloses an area.

Water storage facility means a tank, reservoir, or other facility for the storage of water for supply to a water system.

Watercourse means a natural or artificially created channel, depression, slough, gulch, stream, or creek in which a flow of water occurs either continuously or intermittently in a definite direction.

Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wing wall means a smaller wall or section of a building that extends out from the primary mass of the building.

Wireless communications facility See Section 13.02.050.

X

Reserved

Y

Yard means an open space other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in this LDO.

Yard, front means a yard extending across the full width of the lot between the front lot line and the nearest point on the front façade of the building.

Yard, rear means a yard extending across the full width of the lot between the rear lot line and the nearest point on the rear façade of the building.

Yard, side means a yard extending from the front yard to the rear yard between the side lot line and the nearest point on the closest side facade line of the building.

Z

Zoning district means a specific delineated area on the Zoning Map within which uniform standards govern the use, placement, spacing, size, and form of land and buildings.

Zoning map means the official zoning map as adopted by the Town of Parker.

13.02.030 Oil and gas definitions. All terms used in Chapter 13.06, *Oil and Gas Regulations* that are defined in the Oil and Gas Conservation Act of the State of Colorado ("Act"), or in Energy and Carbon Management Commission ("ECMC") regulations and are not otherwise defined in this Section 13.02.030, are defined as provided in the Act or in such regulations as may be amended from time to time. All other words used in Chapter 13.06, *Oil and Gas Regulations* are given their usual, customary, and accepted meaning, and all words of a technical nature, or peculiar to the oil and gas industry, shall be given that meaning that is generally accepted in the oil and gas industry.

When not clearly otherwise indicated by the context, the following words and phrases used in Chapter 13.06, *Oil and Gas Regulations* have the following meanings:

Act means the Oil and Gas Conservation Act of the State of Colorado.

Applicant means the person making an application for a Use by Special Review on behalf of the operator or owner of a well.

Approved plan means the totality of the material contained in the application for a Use by Special Review approved by the Town Council following a public hearing, or in the case of an existing use Site Plan order, the totality of the materials contained in the application for an existing use Site Plan order approved administratively by the Town.

Building unit means a building or structure intended for human occupancy. A dwelling unit is equal to one building unit; every guest room in a hotel/motel is equal to one building unit; and every 5,000 square feet of building floor area in commercial facilities, and every 15,000 square feet of building floor area in warehouses, or other similar storage facilities, is equal to one building unit.

Commission or ECMC means the Energy and Carbon Management Commission of the State of Colorado.

Completion. An oil well shall be considered completed when the first new oil is produced through wellhead equipment into lease tanks from the ultimate producing interval after the production string has been run. A gas well shall be considered completed when the well is capable of producing gas through wellhead equipment from the ultimate producing zone after the production string has been run. A dry hole shall be considered completed when all provisions of plugging are complied with as set out in the rules of the ECMC. Any well not previously defined as an oil or gas well shall be considered completed 90 days after reaching total depth. If approved by the Planning Director, a well that requires extensive testing shall be considered completed when the drilling rig is released or six months after reaching total depth, whichever is later.

Day means a period of 24 consecutive hours.

Director means the Planning Director of the Energy and Carbon Management Commission of the State of Colorado.

Flow lines means those segments of pipe from the wellhead downstream through the production facilities ending at the gas metering equipment or the oil loading point.

Gas well means a producing well with natural gas as the primary commercial product. Most gas wells frequently produce some condensate (natural gas liquids such as propane and butane) and occasionally produce some water.

Gathering line means a pipeline that transports gas from a current production facility to a transmission line or main.

High-density area rules for building units. A high-density area shall be determined on a well-by-well basis by calculating the number of occupied building units within the 72-acre area defined by a 1,000 foot radius from the wellhead or production facility. If 36 or more actual or platted building units (as defined in the ECMC 100 Series rules) are within the 1,000-foot radius or 18 or more building units are within any semicircle of the 1,000-foot radius (i.e., an average density of one building unit per two acres), it shall be deemed a high-density area. If platted building units are used to determine the density, then 50 percent of the platted units shall have building units under construction or constructed.

Initial application for development means, for the purpose of notice requirements to mineral estate owners, the first complete application for development for property in which the uses on the property are to be determined through an amendment to the Zoning Map or, if notification was not provided for such Rezoning, then the first Framework Plan or Preliminary Plan for a subdivision application, unless this definition or its applicability to notice requirements to mineral estate owners is modified by the provisions of Section 13.03.030(g)(4)d, *Notice requirements to mineral estate owner*.

Injection well means any hole drilled into the earth into which fluids are injected for the purposes of secondary recovery, storage, or disposal, pursuant to authorizations granted by the Planning Commission.

Inspector means any person designated by the Town, or by the Town's designee, who shall have the authority to inspect well sites to determine compliance with Chapter 13.06, *Oil and Gas Regulations* and other applicable ordinances of the Town.

Mineral owner means any person having title or right of ownership in subsurface oil and/or, where context dictates, any leasehold interest therein.

Multiple oil and gas operations permit means a permit issued by the Town if more than one well or production facility is being applied for and approved at the same time by the same applicant.

Oil and gas operations means exploration for oil and gas, including the conduct of seismic operations and the drilling of test bores; the siting, drilling, deepening, recompletion, reworking or abandonment of an oil and gas well, underground injection well or gas storage well; production operations related to any such well, including the installation of flowlines and gathering systems; the generation, transportation, storage, treatment or disposal of exploration and production wastes; and any construction, site preparation or reclamation activities associated with such operations.

Oil well means a producing well with oil as its primary commercial product. Oil wells almost always produce some gas and frequently produce water. Most oil wells eventually produce mostly gas or water.

Operating plan means a general description of a well site or a production site identifying the purpose, use, typical staffing, seasonal or periodic considerations, routine hours of operation, source of services/ infrastructure and any other information related to the regular functioning of the facility.

Operator means the person designated by the owner or lessee of the mineral rights as the operator of oil and gas operations or a production facility and so identified in the Colorado Energy and Carbon Management Commission applications.

Person means both the singular and plural and means a natural person, a corporation, association, guardian, partnership, receiver, trustee, administrator, executor and/or fiduciary, any other legal entity or representative of any kind.

Production facilities mean all storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flow lines and other equipment directly associated with oil wells, gas wells or injection wells.

Production site means the area containing production facilities, exclusive of gathering lines.

Reentering means accessing an existing well bore for either the original or amended purpose, provided that such well has not been abandoned.

Separator means a cylindrical or spherical vessel used to separate oil, gas and water from the total fluid stream produced by a well. Separators can be either horizontal or vertical.

Sidetracking means to drill a secondary well bore away from an original well bore. A sidetracking operation may be done intentionally or may occur accidentally. Intentional sidetracks might bypass an unusable section of the original well bore or explore a geologic feature nearby. In the bypass case, the secondary well bore is usually drilled substantially parallel to the original well, that may be inaccessible due to an irretrievable fish, junk in the hole or a collapsed well bore.

Surface owner means any person having the title or right of ownership in the surface estate of real property and/or, where context dictates, any leasehold interest therein.

Surface use agreement means any agreement entered into between a mineral owner and/or lessee and a surface owner, that describes how operations related to the extraction of oil and gas will be conducted on a given property.

Twinning means the drilling of wells within 50 feet of each other.

Use by Special Review means an approval issued by the Town pursuant to Chapter 13.06, *Oil and Gas Regulations*. A Use by Special Review order is the order issued by the Town when the Use by Special Review is approved.

Use tax means the tax on the use or consumption in the Town of any construction and building materials purchased at retail.

Well means an oil well, gas well or injection well.

Well site means the areas that are directly disturbed during the drilling and subsequent operation of, or affected by production facilities directly associated with, any oil well, gas well or injection well.

Wellhead means the surface termination of a well bore that incorporates facilities for installing casing hangers during the well construction. The wellhead also incorporates a means of hanging the production tubing and installing the Christmas tree and surface flow-control facilities in preparation for the production phase of the well.

Wildlife and natural areas shall include, but not be limited to, floodplains and floodways; natural drainage and waterways; significant native trees and vegetation; wildlife travel corridors; special habitat features such as raptor nests, key nesting, breeding or feeding areas for birds; fox and coyote dens; prairie dog colonies more than 25 acres in size; remnant native prairie habitat; plains cottonwood galleries; natural or man-made lakes and ponds and any wetland greater than one-quarter (¼) acre in size.

13.02.040 Marijuana facilities definitions.

(a) Medical marijuana definitions.

Medical marijuana means marijuana that is grown and sold for a purpose authorized by Section 14 of Article XVIII of the Colorado Constitution.

Medical marijuana center means a person authorized to be licensed to operate a business as described in the Colorado medical marijuana code that sells medical marijuana to registered patients or primary caregivers as defined in Section 14 of Article xviii of the Colorado Constitution, but is not a primary caregiver, and that a municipality is authorized to prohibit as a matter of law.

Medical marijuana-infused products manufacturer means a person licensed pursuant to the Colorado medical marijuana code to operate a business known as a medical marijuana-infused products manufacturer's license, and that a municipality is authorized to prohibit as a matter of law.

Optional premises cultivation operation means a person licensed pursuant to the Colorado medical marijuana code to operate a business known as an optional premises grow facility in order to grow and cultivate marijuana for a purpose authorized by Section 14 of article xviii of the Colorado Constitution, and that a municipality is authorized to prohibit as a matter of law.

Patient means as provided in Section 14(1)(c) of Article XVII of the Colorado Constitution.

Primary caregiver means as provided in Section 14(1)(f) of Article XVIII of the Colorado Constitution.

(b) Other marijuana definitions.

Marijuana means all parts of the plant of the genus cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant that is incapable of germination or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

Marijuana accessories means any equipment, products or materials of any kind that are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana or for ingesting, inhaling or otherwise introducing marijuana into the human body.

Marijuana cultivation facility means an entity licensed to cultivate, prepare, and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities and to other marijuana cultivation facilities, but not to consumers.

Marijuana establishment means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a retail marijuana store.

Marijuana product manufacturing facility means an entity licensed to purchase marijuana; manufacture, prepare and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

Marijuana products means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

Marijuana testing facility means an entity licensed to analyze and certify the safety and potency of marijuana.

Person means a natural person, partnership, association, company, corporation, limited liability company or organization, or a manager, agent, owner, director, servant, officer, or employee thereof.

Retail marijuana store means an entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

13.02.050 Wireless communication facilities definitions. Unless specifically defined below, words or phrases used in Section 13.05.040, *Wireless communication facilities*, shall be interpreted to have the meaning used in common usage and to give Section 13.05.040 the most reasonable application.

Accessory equipment for a WCF facility means equipment, including buildings and structures, used to protect and enable radio switching equipment, back-up power and other devices incidental to a WCF facility, but not including antennae.

Base station means a structure or equipment, other than a tower, at a fixed location that enables federal communications commission-licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications services, including radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks). The term includes any structure, other than a tower, to which any of the equipment described hereof is attached.

Building roof-mounted WCF facility means a WCF facility that is mounted and supported entirely on the roof of a legally existing building or structure.

Building wall-mounted WCF facility means a WCF facility that is mounted and supported entirely on the wall of a legally existing building or structure.

Collocation means the location of two or more WCF facilities on the same support structure.

Eligible facilities request means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

Equipment storage shelters means buildings, storage shelters and cabinets used to house WCF facility equipment.

Freestanding WCF facility means a WCF facility, that is designed specifically for wireless communications facilities, that consists of a stand-alone support structure, such as a tower or monopole, and antennae and accessory equipment.

Microwave dish antenna means a disk-type antenna used to link communication sites together by wireless voice or data transmission.

Monopole means a single, freestanding pole-type structure supporting one or more antennas.

Pole-mounted WCF facility means a WCF facility with antennae that is mounted and supported entirely on a legally existing traffic signal, utility pole, streetlight, flagpole, freestanding WCF facility, electric, light poles or transmission line support tower or other similar structure and includes a replacement pole.

Replacement pole means a newly constructed and permitted traffic signal, utility pole, street light, flagpole, electric, light pole or transmission line support tower or other similar structure of proportions and of equal height or such

other height that would not constitute a substantial change to a pre-existing pole or structure in order to support a WCF or to accommodate collocation and remove the pre-existing pole or structure.

Small cell means a WCF where each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and primary equipment enclosures are no larger than 17 cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.

Stealth WCF facility means a WCF facility with an alternative design that camouflages or conceals the presence of antennae or towers, such as, but not limited to, artificial trees, clock and bell towers and steeples.

Substantial change means a modification to an existing tower or base station under the following circumstances:

- (1) A substantial change in the height of an existing tower or base station occurs as follows:
 - a. For a tower outside of a public right-of-way, when the height of the tower is increased by more than 10 percent, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater.
 - b. For a tower located in a public right-of-way or for a base station, when the height of the structure increases by more than 10 percent or by more than 10 feet, whichever is greater.
- (2) Changes in height are measured as follows:
 - a. When deployments are separated horizontally, changes in height shall be measured from the original support structure, not from the height of any existing telecommunications equipment.
 - b. When deployments are separated vertically, changes in height shall be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012.
- (3) A substantial change in the width of an existing tower or base station occurs as follows:
 - a. For a tower or a base station outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
 - b. For a tower in a public right-of-way or a base station, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than six feet.
- (4) A substantial change also occurs for an existing tower in a public right-of-way or an existing base station as follows:
 - a. When the change involves the installation of any new equipment cabinets on the ground, if no ground cabinets presently exist; or
 - b. When the change involves the installation of ground cabinets that are more than 10 percent larger in height or overall volume than any existing ground cabinets.
- (5) A substantial change also occurs for any existing tower or base station when any of the following are found:
 - a. When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, or more than four new cabinets, whichever is less.
 - b. When the change entails any excavation or deployment outside the current site.
 - c. When the change would undermine or otherwise defeat the concealment elements of the eligible support structure.
 - d. When the change does not comply with conditions associated with the original siting approval of the construction or modification of the tower, base station, or base station equipment. This limitation does

not apply if the noncompliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in this definition.

Tower means a structure built for the sole or primary purpose of supporting any federal communications commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. The term includes self-supporting lattice towers, guy towers or monopoles, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures and the like.

Transmission equipment means any equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supply.

Wireless communication facility or WCF means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(c); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A WCF includes a small cell facility. A WCF does not include a facility entirely enclosed within a permitted building where the installation does not require a modification of the exterior of the building; nor does it include a device attached to a building, used for serving that building only and that is otherwise permitted under other provisions of the LDO. A WCF includes an antenna or antennas, including, without limitation, direction, omnidirectional and parabolic antennas, base stations, support equipment, alternative tower structures, and towers. It does not include the support structure to which the WCF or its components are attached if the use of such structures for WCFs is not the principal use. The term does not include mobile transmitting devices used by wireless service subscribers, such as vehicle or handheld radios/telephones and their associated transmitting antennas, nor does it include other facilities specifically excluded from the coverage of Section 13.05.040, *Wireless communication facilities*.

Chapter 13.03 Administration and Procedures

13.03.010 Review and decision-making bodies.

(a) Town Council.

- (1) **Designation.** The Town Council is the elected governing body of the Town, as established in the Town of Parker Home Rule Charter.
- (2) **Powers and responsibility.** The Town Council shall have all those powers and duties available to the governing body of a municipality in the State of Colorado, including but not limited to those powers stated in Article III, Section 3.1 of the Town of Parker Home Rule Charter, which shall include but not be limited to those shown in Table 13.03.A: *Summary of Development Procedures*.

(b) Planning Commission.

- (1) **Designation.** The Planning Commission is the appointed body created by Article VI, Section 6.3 of the Town of Parker Home Rule Charter.
- (2) **Membership and terms.**
 - a. **Qualifications.** Each member of the Planning Commission shall be a registered voter and shall have resided within the Town boundary for at least one year immediately preceding the date of appointment. If any member ceases to reside in the Town, membership shall immediately terminate.
 - b. **Compensation.** Members appointed to the Planning Commission shall receive no compensation from the Town Council.
 - c. **Conflict of interest.** All members of the Planning Commission shall comply with all aspects of Chapter 2.05, *Code of Ethics*, of the Parker Municipal Code regarding conflicts of interest.
 - d. **Appointments.** The Town Council shall appoint a Planning Commission composed of as many members and as many alternates as the Town Council may determine sufficient by resolution, but in no event shall the Planning Commission consist of less than five nor more than nine regular members. The Town Council may expand or contract the membership of the Planning Commission by resolution. In conjunction with annual appointments or in the event of a vacancy, the Town Council shall appoint the chairperson of the Planning Commission.
 - e. **Alternate members.** In the event that any regularly appointed member of the Planning Commission is unable to attend a scheduled or official meeting due to illness, absence from the Town, conflict of interest in a matter before the Planning Commission, or other reasonable cause, an alternate member may be seated who shall have full voting rights and responsibilities.
 - f. **Terms.** Regular members of the Planning Commission shall be appointed by the Council for overlapping terms of three years. Alternate members shall be appointed annually.
 - g. **Officers.** The Planning Commission shall elect from their membership a vice-chairperson. Other positions may be created by the Planning Commission when needed.
 - h. **Removal.** Any member of the Planning Commission may be removed for cause which includes, but is not limited to, inefficiency, neglect of duty or malfeasance in office. Such removal may be made by the Town Council upon written notification and by resolution. Vacancies shall be filled for the unexpired term in the same manner as in the case of original appointments.
 - i. **Vacancy.** A Planning Commission position shall become vacant whenever a Planning Commission member fails to qualify, dies, resigns, is incapacitated to an extent that it prohibits the Planning Commission member from properly performing the duties of the position, or is absent from three

consecutive regular Planning Commission meetings without a leave of absence given by a majority vote of the entire Planning Commission. The existence of a vacancy shall be established by a majority vote of the entire Planning Commission.

j. Meetings.

1. The Planning Commission shall schedule at least one monthly meeting to review and process applications and other requests submitted to the Planning Commission.
2. Minutes shall be kept of all Planning Commission proceedings.
3. All Planning Commission meetings shall be open to the public, and the agenda for each Planning Commission meeting shall be made available in advance of the meeting.

k. Special meetings. The Planning Commission may call special meetings to conduct business on an alternate hearing date due to weather conditions or other scheduling difficulties.

l. Quorum and vote. No business of the Planning Commission shall be transacted except at a regular or special meeting at which a quorum of the Planning Commission shall be present. A majority based on the entire regular membership shall constitute a quorum for the transaction of business. In determining if a quorum exists, alternate members shall be included as appropriate. In the absence of a quorum, any convened meeting shall be terminated by the presiding members within a reasonable time after gathering. Approval of any measure requires a majority vote by the voting members present. In the event of a dissenting vote by one or more members of the Planning Commission, a roll call vote shall be recorded in the minutes of the meeting.

(3) Duties and responsibility.

a. Generally. The Planning Commission shall exercise the functions and powers and perform the duties assigned to it by the Town Charter and the ordinances of the Town, including but not limited to:

1. The Commission shall perform those duties and making those decisions shown as duties of the Planning Commission in Table 13.03.A; and
2. The Commission shall prepare and submit to the Council for its approval a Master Plan for the physical development of the Town and areas adjacent to the Town.

b. Historic preservation. When an application concerns historic resources located in the Town, including but not limited to the application or administration of the provisions of Section 13.03.040(h), *Historic preservation procedures*, the Planning Commission shall have the following powers and duties:

1. Advise the Town Council on matters related to preservation, restoration, or rehabilitation of historic resources of the Town;
2. Develop and, when necessary, amend a plan for historic preservation in the Town;
3. Recommend criteria for the review of historic resources and determination of eligibility for landmark designation, for consideration of approval by the Town Council;
4. Review any historic resource (buildings, structures, sites or objects) nominated for designation as a landmark and make recommendations to Town Council as to designation qualifications and eligibility pursuant to the procedures laid out in Section 13.03.040(h) and the landmarking of the historic resource;
5. Develop guidelines for the alteration, construction, or removal of landmarks, subject to approval by the Town Council; and
6. Undertake any other action or activity necessary or appropriate to the implementation of the powers and duties of the Planning Commission or to the implementation of the purpose of Section 13.03.040(h).

- (4) **Rules and procedures.** The Planning Commission may adopt bylaws for the proper conduct of business, subject to approval by the Town Council.

(c) Planning Director.

- (1) **Designation.** The Planning Director is that individual appointed to manage the Community Development Department by the Town Manager.

(2) **Duties and responsibilities.**

a. **Generally.**

1. The Planning Director shall be responsible for the administration of this LDO, and is vested with the power necessary for such administration including but not limited to the authority to perform those duties and to make each of those decisions shown as duties of the Planning Director in Table 13.03.A: *Summary of Development Procedures*.
2. The Planning Director shall have the authority to interpret the provisions of this LDO, including the features shown on the Zoning Map, based on definitions in this LDO and other regulations adopted by the Town, appropriate legal context, and commonly used definitions of the English language.
3. The Planning Director shall have the authority to establish application submittal requirements and related data, study, and information requirements necessary for a complete application for each type of permit or approval described in this Chapter 13.03, and to waive listed application submittal requirements if the Planning Director determines that a proposed development will create no town-wide or neighborhood impacts that relate to those listed submittal requirements.

- b. **Historic preservation.** When an application concerns historic resources located in the Town, including but not limited to the application or administration of the provisions of Section 13.03.040(h), *Historic preservation procedures*, the Planning Director shall have the following powers and duties:

1. Establish and maintain a register of historic resources, both landmarked and with potential for landmarking, which are important to the history, identity, and culture of the Parker community.
2. Advise and assist owners of designated landmarks on the physical and financial aspects of preservation; the benefits of rehabilitation and reuse; and procedures for inclusion on the National Register of Historic Places or the State Register of Historic Properties.
3. Develop and assist in public education programs, including, but not limited to, walking tours, brochures, historic interpretive signage, and a marker program for historic properties.
4. Work with and assist departments of the Town in matters affecting historic preservation.
5. Apply on behalf of the Town for gifts, grants and money as may be appropriate for the purpose of Section 13.03.040(h), subject to approval by the Town Council. Such money may be authorized for use by the Town Council and administered by the Planning Director for publishing, for hiring staff persons or consultants, or for performing other appropriate functions that carry out the purposes of Section 13.03.040(h).
6. Nominate landmarks for consideration by the Planning Commission and Town Council, when appropriate to do so, to the National Register of Historic Places and/or the State Register of Historic Properties, and review or comment upon nominations submitted by others for said properties.

(d) Floodplain Administrator.

- (1) **Designation.** The Floodplain Administrator is the Director of Engineering/Public Works who is appointed by the Town Manager to administer and implement Section 13.08.040(a), *Floodplain regulations*, by granting or denying Floodplain Development Permit applications pursuant to its provisions and other appropriate

Sections of 44 C.F.R. (National Flood Insurance Program Regulations) pertaining to floodplain management. The Director of Engineering/Public Works may assign a designee to act as the Floodplain Administrator.

(2) Duties and responsibilities. Duties of the Floodplain Administrator shall include, but not be limited to:

a. Development application review.

1. Review all development applications to determine that the requirements of Section 13.08.040(a), *Floodplain regulations*, have been satisfied.
2. Review all development applications to determine that all necessary permits have been obtained from federal, state, or local governmental agencies from which prior approval is required.
3. Review all development application to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 13.08.040(a)(6)d, *Floodways* are met.

b. Use of other base flood data. When base flood elevation data has not been provided pursuant to Section 13.08.040(a)(5)a, *Basis for establishing the areas of special flood hazard*, the Floodplain Administrator shall obtain, review and reasonably use any base flood elevation and floodway data available from any federal, state or other source as criteria for requiring that new construction, substantial improvements or other development in Zone A area is administered pursuant to Section 13.08.040(a)(6)b, *Construction standards for non-conforming structures*.

c. Information to be obtained and maintained.

1. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved floodproofed structures:
 - a) Verify and record the actual elevation (in relation to mean sea level) to which the structure has been floodproofed.
 - b) Maintain the floodproofing certification.
3. Maintain for public inspection all records pertaining to the provisions of Section 13.08.040(a), *Floodplain regulations*.
4. Maintain the records of all appeal actions, including technical information, and report any Variances to the Federal Emergency Management Agency.

d. Alteration of watercourses.

1. Notify adjacent communities and the Urban Drainage and Flood Control Mile High Flood District and/or the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse and submit evidence of such notification to the FEMA.
2. Require that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished.

e. Interpretation of FIRM boundaries. Make interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in 13.03.030(i)(3), *Appeals of decisions under the LDO*.

13.03.020 Development procedures table.

Table 13.03.A, below, lists the development procedures authorized by this LDO, whether pre-submittal activities or neighborhood meetings are required, and the role of Town review and decision-making bodies. The public notice requirements for the development procedures are set forth in Table 13.03.C.

Table 13.03.A: Summary of Development Procedures						
✓ = required						
R = Review RC= Recommendation D = Decision A= Appeal <>= Public Hearing Required						
Procedure	LDO Section	Meetings Required		Review and Decision Authority		
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission	Town Council
Key Plan Implementation Decisions						
Annexation & Zoning	13.03.040(d)	✓	✓	R	<RC> [2]	<D>
LDO Adoption or Amendment	13.03.040(i)			R	<RC>	<D>
Master Plan Adoption or Amendment	13.03.040(k)	✓	✓	R	<RC>	<D>
Rezoning	13.03.040(n)	✓	✓	R	<RC>	<D>
Subdivision						
Condominium Plat	13.03.040(q)(3)			D	<A>	
Final Plat	13.03.040(q)(4)	✓		D	<A>	
Framework Plan for Subdivision	13.03.040(q)(5)		✓ [3]	D	<A>	
Minor Development Plat	13.03.040(q)(6)	✓		D	<A>	
Plat Correction	13.03.040(q)(7)			D	<A>	
Preliminary Plan	13.03.040(q)(8)	✓	✓ [3]	R	<RC>	<D>
Replat	13.03.040(q)(9)			D	<A>	
Street Name Change	13.03.040(q)(10)			D [4]	<A> [4]	
Vacation of Platted Easements Not Owned by the Town	13.03.040(q)(11)a			D	<A>	
Vacation of Platted Town Easement	13.03.040(q)(11)b			D		
Vacation of Right-of-Way	13.03.040(q)(11)c			D		
Vacation of Unplatted Town Easement	13.03.040(q)(11)d			R		<D>
Site-Specific Approvals						
Floodplain Development Permit	13.03.040(e)			D		A
Framework Plan (when used in connection with a Rezoning)	13.03.040(g)	✓	✓	D	<A>	
Framework Plan (when use in connection with a Site Plan)	13.03.040(g)	✓		D	<A>	
Planned Sign Program	13.03.040(l)			D	<A>	
Preliminary Determination of Stream Buffer Boundaries	13.03.040(m)			D		A
Sign Permit or Temporary Sign Registration	13.03.040(o)			D	<A>	
Site Plan – General [5]	13.03.040(p)	✓	✓	D	<A>	

Table 13.03.A: Summary of Development Procedures						
✓ = required						
R = Review RC= Recommendation D = Decision A= Appeal <> = Public Hearing Required						
Procedure	LDO Section	Meetings Required		Review and Decision Authority		
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission	Town Council
Site Plan – Town-owned Land	13.03.040(p)		✓	R	<RC>	<D>
Temporary Use/Mobile Business Permit	13.03.040(r)			D	<A>	
Use by Special Review – General	13.03.040(s)	✓	✓	R	<RC>	<D>
Use by Special Review – Major Utilities	13.03.040(t)	✓	✓	D	<RC>	<D>
Use by Special Review – Oil and Gas	13.03.040(u)	✓	✓	R	<RC>	<D>
Use by Special Review - Water and Sewer	13.03.040(v)	✓		D		A
Use by Special Review – Wireless Communications Facilities	13.03.040(w)	✓	✓	R	<RC>	<D>
Wireless Communications Facilities – Administrative	13.03.040(z)			D		A
Historic Preservation						
Historic Landmark Alteration, Relocation, or Demolition	13.03.040(h)(2)			D [6]		A
Historic Landmark Designation	13.03.040(h)(3)			R	<RC>	<D>
Historic Landmark Designation Removal	13.03.040(h)(4)			R	<RC>	<D>
Flexibility and Relief						
Administrative Adjustment	13.03.040(c)			D	<A>	
Floodplain Development Variance	13.03.040(f)	✓		R	<RC>	<D>
Major Modification	13.03.040(j)	Same procedures and criteria applicable to initial LDO approval being modified		Same procedures and criteria applicable to initial LDO approval being modified		
Variance	13.03.040(x)	✓		R	<RC>	<D>
Waiver	13.03.040(y)			R		<D>
Notes: [1] Pre-application meetings are not required for development applications initiated by the Town. [2] The Planning Commission shall make a recommendation on initial zoning only, and not on the annexation proposal. [3] An applicant-facilitated neighborhood meeting is required for properties larger than five contiguous acres. A single neighborhood meeting is required at either the Framework Plan or Preliminary Plan stage, as determined by the Planning Director. [4] When the request for a street name change is made by an applicant other than the Community Development Department, the Fire Protection District or Douglas County and addresses have already been assigned, a public hearing and decision by Town Council are required.						

Table 13.03.A: Summary of Development Procedures					
✓ = required					
R = Review RC= Recommendation D = Decision A= Appeal <>= Public Hearing Required					
Procedure	LDO Section	Meetings Required		Review and Decision Authority	
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission Town Council
[5] Unless referred to the Planning Commission or Town Council by the Planning Director.					
[6] Processed as part of a Site Plan Amendment.					

13.03.030 Common review procedures.

(a) Purpose. The purpose of this Section 13.03.030 is to establish the standard procedures and rules applicable to many types of development applications, which will apply unless otherwise stated in this LDO.

(b) Applicability.

- (1) These procedures shall apply to all applications under this LDO unless another provision of this LDO clearly indicates that one or more provisions are not to apply, or modifies the applicability of these provisions to some circumstances or conditions.
- (2) The Town may also apply certain procedural requirements within this Section 13.03.030 when a procedure is not specifically described within this LDO.
- (3) The applicant is responsible for understanding the requirements and procedures contained in this LDO, the Master Plan, and applicable zoning regulations and is responsible for attending all Planning Commission and Town Council hearings or meetings at which the application is considered. Failure to attend one or more hearings or meetings may result in the request being denied or deferred for later consideration and a new hearing or meeting date being scheduled.

(c) Pre-Application meetings.

- (1) **Purpose.** The purpose of this Section 13.03.030(c) is to establish a meeting process to help applicants understand the regulations, policies and procedures that apply to a specific proposal before a formal application is submitted. The Community Development Department will include other departments in the pre-application meeting.
- (2) **Applicability.**
 - a. A pre-application meeting shall be required as indicated in Table 13.03.A: *Summary of Development Procedures*. Pre-application meetings are not required for development applications initiated by the Town.
 - b. The Planning Director may waive the requirement for a pre-application meeting based upon the size, scope, and unique characteristics of the project.
- (3) **Procedure.**
 - a. A pre-application form shall be completed and shall be accompanied by supporting materials as indicated in the LDO Administrative Manual, available on the Town's website or at the Community Development Department.
 - b. The Community Development Department shall set the date and time for the meeting.
 - c. The goal is to have Town departments and other agencies provide preliminary guidance on the request.

- d. Should the applicant decide to proceed further, a formal application shall be required.

(d) Applicant-facilitated neighborhood meetings.

(1) **Purpose.** The purpose of this Section 13.03.030(d) is to establish a neighborhood meeting process that allows residents, businesses and organizations in the area surrounding a proposed development project an opportunity to learn about the proposed project, and to allow applicants to hear comments and concerns about the potential development.

(2) **Applicability.**

- a. An applicant-facilitated neighborhood meeting shall be required as indicated in Table 13.03.A: *Summary of Development Procedures*.
- b. The Planning Director may waive the requirement for an applicant-facilitated neighborhood meeting based upon the size, scope, and unique characteristics of the project.

(3) **Procedure.**

- a. The applicant shall hold a meeting allowing the public to review the proposed project after the application has been submitted to the Town and prior to scheduling a public hearing.
- b. Notice shall be sent by mail to those Homeowners Associations (HOAs) that have boundaries within one-half mile of the proposed project site and to all property owners adjacent to the proposed project site. Notices shall be sent at least 14 calendar days prior to the meeting. The Planning Director may require electronic notice to the same parties or may require additional noticing requirements based on the size, complexity, and potential impacts of the project on the surrounding neighborhood.
- c. The applicant shall present information about the proposed project such as general land uses, the size, height, and location of any structures, and concept-level information about the proposed site including multimodal connectivity, traffic flow, site layout, and building design. Detailed engineering is not required. A representative of the Town may be in attendance to listen, but will not present or speak about the project.
- d. The Planning Director may require a neighborhood meeting even if not required by Table 13.03.A: *Summary of Development Procedures*, or additional neighborhood meetings based on the size, complexity, changes to the proposed development after the first neighborhood meeting, and potential impacts of the project on the surrounding neighborhood.

(e) Application submittal and acceptance.

(1) **Purpose.** The purpose of this Section 13.03.030(e) is to establish who has authority to file an application under this LDO, the obligation to submit all required application materials and to pay all required fees for each type of application before it will be processed by the Town, the applicant's responsibility to ensure that all application materials are complete and accurate, and the Town's right to refuse to process incomplete or inaccurate applications.

(2) **Authority to submit an application.**

- a. No application shall be submitted prior to completing a required pre-application meeting unless otherwise indicated in Table 13.03.A: *Summary of Development Procedures*.
- b. Unless otherwise stated in this LDO, applications and permits processed under this LDO shall be submitted by:
 - 1. The owner(s), or any other person having a recognized property interest in the land on which development is proposed;
 - 2. A person authorized to submit the petition on behalf of the owner or other person having a recognized property interest in the land, as evidenced by a letter or document signed by the owner; or

3. Planning Commission, Town Council or Town staff may file an application for a Master Plan adoption or amendment, an LDO amendment, and a Rezoning as set forth in Sections 13.03.040(k), 13.03.040(i), and 13.03.040(n), respectively.

(3) Application submittal requirements.

- a. Applications shall be submitted on forms prescribed by the Town.
- b. Application forms shall be accompanied by all required supporting materials and studies, as indicated in the LDO Administrative Manual, or in materials available at the Community Development Department. If the Planning Director determines that the proposal may create material adverse impacts on surrounding areas or the Town as a whole, the Planning Director may require the submittal of additional materials necessary to evaluate those potential impacts.
- c. If the application is for a project to be developed in phases, the application shall include all required information for the phase of the project for which approval being requested.
 1. If only information for one phase of the project is submitted, the Town may apply conditions to the approval of that phase based on mitigation of potential impacts from the tallest and most intense potential development in the remaining phases of the project.
 2. If the Town applies conditions on an earlier phase of the development pursuant to Subsection 1 above and the applicant later submits an application for a later phase requesting approval of lower or less intense development than the Town assumed pursuant to Subsection 1, the Town may modify the earlier conditions to reflect the proposed development.
 3. The applicant may submit required information for additional phases or for the entire development, provided that the applicant signs an acknowledgement that the information may need to be revised, resubmitted, and complete an additional round of Town review and approval if the applicant's plans for the future of the property differ in any respect from the submitted information.
- d. If an applicant submits and receives approval for four or more Final Plats in the same Preliminary Plan for a Planned Development, the applicant is subject to additional submittal requirements as described in the LDO Administrative Manual.
- e. If an applicant has applied for any permit or approval requiring a final approval by the Town Council, and that application is denied by the Town Council, no new application for the same or substantially the same permit or approval, as determined by the Planning Director, shall be submitted, or accepted within one year of the date of such denial.

(4) Payment of fees.

- a. The applicant shall pay any fees as established by Town ordinances in effect at the time the development application is approved by Town Council. The fees shall be paid at the time specified by such ordinance.
- b. The payment of fees of the costs of professional and consulting services under this LDO shall be due and payable, regardless of whether the project is completed, approved, or withdrawn.
- c. Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for any permit or application submitted to the Town. The amount of the fees charged shall be established by resolution of the Council.
- d. Applications for which fees are due pursuant to Subsections a. and b. above are not paid in full shall be considered incomplete and shall not be processed nor shall any permit related to the application be issued.
- e. The Town will require the applicant to execute a chargeback agreement for any and all costs of professional or consulting services which the Town incurs as a result of a developer or the project. Professional or consulting services include, but are not limited to, legal, engineering, materials testing, plan/permit review or inspection service.

1. The Town will send the applicant a statement for the professional or consulting services which the Town incurs pursuant to Subsection b. above.
2. The applicant shall pay the Town the amount due on the statement within 30 days of the date of the issuance of such statement.
3. In the event the applicant fails to pay the amount due on the statement within the time period specified above, the Town shall immediately stop the review process for the proposed development or issue a stop work order. The Town may impose interest on the amount due at the rate of the lesser of one and one-half of one percent per month or the maximum amount permitted by law per month from the date when due.
4. In addition, the Town shall have the right to initiate an enforcement action against the applicant for nonpayment of such fees. Such enforcement action may be initiated either in the Douglas County Court or in the Parker Municipal Court. In the event such collection action is determined in favor of the Town, the Town shall be awarded its attorneys' fees and court costs in addition to the unpaid fees as part of any judgment.

(5) Application completeness.

- a. The applicant shall be responsible for complete and proper application submittal. Failure to do so will result in a delay of acceptance and/or denial of the application.
- b. If any documentation presented to the Community Development Department is found to be inaccurate or misleading, the application will be denied or the approval may be revoked.
- c. On receiving a development application, the Planning Director shall determine whether the application is complete. A complete application is one that contains all information, materials and exhibits required by the Town and this LDO including without limitation:
 1. Any additional items necessary to confirm compliance with previously approved development conditions for the property;
 2. Submittal items with sufficient detail and readability to evaluate the application for compliance with applicable review standards of this LDO; and
 3. All fees required by Subsection (4) above.
- d. On determining that the development application is incomplete, the Planning Director shall notify the applicant of the submittal deficiencies within 10 business days of receiving the application. The applicant may correct the deficiencies and resubmit the application for a determination of completeness until the Planning Director determines the application is complete. No development application shall be reviewed for compliance with this LDO, sent out for referral or scheduled for a public hearing until it is determined to be complete.
- e. On determining that the application is complete, the Planning Director shall accept the application for review pursuant to the procedures and standards of this LDO.

(6) Expiration of an application. Any application for which the Planning Director has requested additional or corrected information from the application, and that is inactive for 180 days or more, shall expire, shall not

be reviewed for compliance with this LDO and must be resubmitted with new submittal information and fees. If a project expires, the applicant will forfeit all fees paid.

- (7) **Denial of an application.** Upon denial of any development application, the same or similar application, as determined by the Planning Director, may not be resubmitted for a period of one year commencing from the date of denial.
- (8) **Withdrawal of an application.** The applicant may withdraw an application at any time upon submittal of a written request to the Community Development Department. The applicant will forfeit all fees paid.
- (9) **Review of applications for public facilities not owned or operated by the Town.** An application for a facility needed to provide a public service that is submitted by a service provider or entity other than the Town shall be processed as follows:
 - a. If the facility is to be located in a public right-of-way, the application will require the issuance of a Town right-of-way permit pursuant to Section 10.09.060, *Permit Required*, of the Parker Municipal Code.
 - b. If the facility is to be located outside a public right-of-way and the proposed use is not a permitted use in the zoning district for the property where the facility is proposed to be located, as shown in Table 13.05.A, the facility shall require the issuance of a Use by Special Review approval pursuant to Section 13.03.040(s), or 13.03.040(t), or 13.03.040(u), as determined to be applicable by the Planning Director, unless otherwise provided by law.
 - c. If the facility is to be located on outside a public right-of-way and the proposed use is a permitted use in the zoning district for the property where the facility is proposed to be located, as shown in Table 13.05.A, the facility shall require the issuance of a Site Plan approval pursuant to Section 13.03.040(p), unless otherwise provided by law

(f) Staff review and action.

- (1) **Purpose.** The purpose of this Section 13.03.030(f) is to establish the standard procedures that Town staff shall use to review and take action on completed applications and grant administrative allowances from some LDO standards for listed reasons. These procedures may be modified or supplemented by those in Section 13.03.040, *Specific procedures*, or by other regulations or requirements of the Town.
- (2) **Staff review and referral.** Staff shall review the application and shall send electronic referrals to applicable Town departments and participating reviewing agencies. Referral timelines shall be available in the LDO Administrative Manual. Staff shall submit comments to the applicant in a form prescribed by the Town. Staff review may require multiple referrals depending on the responsiveness of the applicant. The application will not move forward for further review until the Planning Director determines that the applicant has adequately responded to the Town's comments.
- (3) **Staff report.**
 - a. If an application is subject to staff review and recommendation to another review and decision-making body as indicated in Table 13.03.A: *Summary of Development Procedures* staff shall prepare a written staff report that summarizes the proposal, findings, and recommendations.
 - b. The Planning Director shall provide the staff report to the decision-making body and shall make the staff report and related materials available for public review prior to the public meeting or public hearing at which the application is scheduled to be heard.
- (4) **Administrative allowances.**
 - a. **Applicability.**
 - 1. This Section 13.03.030(f)(4) authorizes the Planning Director to approve Administrative Allowances to those development standards listed in Table 13.03.B: *Administrative Allowances*, below, during the review of a Site Plan, Use by Special Review, or Subdivision Plat that has not previously been approved by the Town.

2. Administrative Allowances cannot be approved within any PD zoning district.
3. An Administrative Allowance may not be used for more than three contiguous lots (even if some of the contiguous lots were included in a previous approved Administrative Allowances) or for an entire development or phase of development containing more than three contiguous lots.
4. Administrative Allowances shall not apply to any of the use-specific standards outlined in Section 13.05.030, *Use-specific standards*.
5. Applications to modify existing approvals are not eligible for an Administrative Allowances and are reviewed under Section 13.03.040(c), *Administrative adjustment*.

b. Process.

1. A request for an Administrative Allowance shall only apply to the specific types of standards shown in Table 13.03.B, below.

Table 13.03.B: Administrative Allowances	
LDO Standard	Amount of Change Permitted from LDO Standard
Maximum front building setback and minimum side setback from Mainstreet in the DE district	See Section 13.04.090(b), <i>DE lot and building standards</i>
Minimum building setbacks per Chapter 13.04	10%, provided that no allowance may reduce the required additional building setback on any Restricted Lot.
Maximum building height per Chapter 13.04	5% in Residential districts and 10% in other districts; Provided that no allowance in any district may increase the maximum permitted height for any portion of a Restricted Lot.
Stream buffer width required by Section 13.08.040(c), <i>Stream protection standards</i>	May be reduced up to a maximum of 20 % for the Cherry Creek stream buffer.
Off-street parking requirements	The number of off-street parking spaces required may be modified by up to 10%. This cannot be combined with Section 13.08.080(i), <i>Parking credits and adjustments</i> .
Any sign standards in Sections 13.09.030, General requirements for all allowed signs, or 13.09.050, Permanent signs on developed parcels.	See Section 13.09.050(g), <i>Administrative allowance</i> for permanent signs.
Fence and wall height requirements	See Section 13.08.090(n)(3), <i>Fence and wall height</i> .
Pursuant to a request for Reasonable Accommodation under the federal Fair Housing Amendments Act or Americans with Disabilities Act	The minimum allowance necessary for compliance with the federal Fair Housing Amendments Act or Americans with Disabilities Act, as determined by the Town Attorney.[1]
Notes: [1] Federal law requires that communities consider requests for “Reasonable Accommodations”, meaning minor deviations from their law and regulations needed to achieve the goals of the FHAA to allow those experiencing disabilities to be able to occupy housing on the same basis as those not experiencing disability.	

2. A separate application for an Administrative Allowance is not required. Instead, the requested Administrative Allowance shall be described in detail on the application of the Site Plan, Use by Special Review or Subdivision.
3. The Planning Director shall decide whether to approve, approve with conditions, or deny a request for an Administrative Allowance pursuant to the criteria in Subsection c. below.

c. Criteria for approval.

1. For stream buffer width adjustments, the Allowance shall be approved by the Director of Engineering/Public Works and comply with the following criteria:
 - a) The reduction shall not result in a reduction in water quality;
 - b) The reduction shall not result in the removal of existing trees, shrub groupings, or other significant landscaping features within the reduced buffer area; and

- c) Any land-disturbing activity shall comply with all applicable erosion and sedimentation control laws, regulations, contractual requirements, and best management practices.
- 2. Criteria for all other Administrative Allowances shall meet the criteria in either Subsection a) or Subsection b), below.
 - a) The Allowance:
 - 1) Either:
 - a. Allows improved site or building design elements to be incorporated that are more consistent with the surrounding context; or
 - b. Addresses an unusual site constraint or unusual requirement of the proposed use or building that is not common to other lots, uses, or buildings in the surrounding area;
 - 2) Will have no significant adverse impact on any adjacent lot, or any significant adverse impacts have been mitigated by conditions attached to the adjustment; and
 - 3) Is consistent with any condition imposed by the decision-making body authorized to make a final decision on the application, as shown in Table 13.03.A: *Summary of Development Procedures*.
 - b) The Allowance is required to comply with applicable law including the federal Fair Housing Amendments Act or Americans with Disabilities Act, as determined by the Town Attorney.
- d. **Approval or denial of administrative allowances.**
 - 1. If approved or approved with conditions, the applicable allowances and conditions shall be noted on the Site Plan, Use by Special Review, or Subdivision.
 - 2. Decisions to approve or deny an Administrative Allowance are not appealable separately from the underlying development application to which they relate.
- (5) **Referral to Planning Commission and Town Council.** If Table 13.03.A: *Summary of Development Procedures* authorizes staff to make a decision, and the Planning Director determines that the application is unusually complex or raises potentially unique or serious impacts on the Town or the surrounding neighborhoods, the Planning Director may refer the decision to the Planning Commission for a recommendation and to the Town Council for a decision pursuant to the same criteria that the Planning Director would have been required to apply to that decision.

(g) Public hearing scheduling and notice.

- (1) **Purpose.** The purpose of this Section 13.03.030(g) is to provide information regarding the opportunity for public participation on land use proposals within the Town and to clarify the duties of applicants under this LDO to provide adequate notice regarding those opportunities.
- (2) **Applicability.** All applications that require public hearings before the Town Council or Planning Commission shall be subject to these requirements and apply to all land within the jurisdiction of the Town as well as

those parcels subject to the consideration of and petitioning for annexation into the Town boundaries. Public notice shall be required prior to public hearings for certain applications pursuant to Table 13.03.C below.

Table 13.03.C: Summary of Public Notice Requirements

✓ = required

See 13.03.030(g)(4) for Public Notice Procedures

Public Notice Type	First Class Mailing; Sign & Website Posting	Administrative Approval Sign Posting	Mineral Rights Notice [1]	Planning Commission Meeting	Town Council Meeting
Timeline	15 days		30 days		
Development Procedures					
Master Plan Adoption or Amendment [2]				✓	✓
LDO Adoption or Amendment				✓	✓
Annexation and Zoning [3]	✓			✓	✓
Rezoning	✓			✓	✓
Preliminary Plan	✓		✓	✓	✓
Street Name Change [4]					✓
Vacation of Platted Town Easement or Right-of-Way	✓			✓	✓
Vacation of Unplatted Town Easement	✓				✓
Site Plan [5]		✓		✓	✓
Use by Special Review (All)	✓		✓	✓	✓
Historic Landmark Designation				✓	✓
Historic Landmark Designation Removal				✓	✓
Major Modification	Same procedures and criteria applicable to initial LDO approval being modified				
Floodplain Development Variance	✓			✓	✓
Variance	✓			✓	✓
Appeal	✓			✓	✓
Framework Plan for a Subdivision			✓		
Final Plat [6]			✓		
Minor Development Plat			✓		
Replat or Plat Correction	No public notice required.				
Condominium Plat					
Floodplain Development Permit					
Framework Plan for a Site Plan					
Planned Sign Program					
Preliminary Determination of Stream Buffer Boundaries					
Sign Permit or Temporary Sign Registration					
Temporary Use/Mobile Business Permit					
Historic Landmark Alteration, Relocation, or Demolition					

Table 13.03.C: Summary of Public Notice Requirements

✓ = required

See 13.03.030(g)(4) for Public Notice Procedures

Public Notice Type	First Class Mailing; Sign & Website Posting	Administrative Approval Sign Posting	Mineral Rights Notice [1]	Planning Commission Meeting	Town Council Meeting
Timeline	15 days		30 days		
Development Procedures					
Administrative Adjustment					
Waiver					
Notes: [1] Only needed on the first application for a parcel. [2] Mailed and posted notice is not required. A notice shall be published in a newspaper of general circulation at least 15 days before the public hearing. [3] An Annexation Publication is required for 5 consecutive weeks prior to the public hearing and registered mailing and impact report mailing is required 25 days prior to the public hearing. [4] When the request for a street name change is made by an applicant other than the Community Development Department, the Fire Protection District or Douglas County and addresses have been assigned, the applicant shall notify all affected individuals by certified mail. [5] Site Plans for Town-owned property require a public hearing; all other site plan approvals are administrative actions, unless referred by the Planning Director to Planning Commission or Town Council. [6] Only required if mineral notice was not previously provided in connection with a Framework Plan for a Subdivision.					

(3) General provisions.

- a. It is the responsibility of the applicant to meet public notice requirements.
- b. No public hearing shall commence, nor testimony be taken, until these procedures are completed by the applicant.
- c. The Town may approve concurrent noticing of Planning Commission and Town Council.
- d. For notification of adjacent property owners, applicants must use the County Assessor's records, and the list submitted to the Community Development Department must be current within 60 days of the public hearing. A written affidavit indicating the date that the notices were researched at the Assessor's Office shall be provided to the Community Development Department.
- e. Proof of all notices must be provided to the Community Development Department prior to the hearing, or the item will be removed from the agenda.
- f. The Town Council or Planning Commission may continue any hearing to a date certain, and no further notice of a continued hearing is required.

(4) Procedures.

- a. **Online and written notice.** At least 15 days prior to a public hearing, a notice shall be published on the Town's website and a written notice shall be sent by first class mail to all property owners whose property is adjacent to the applicant's property, a list of which shall be submitted to the Community Development Department prior to the hearing date. The notice shall include the following information:
 - 1. Name of decision-making body(s);
 - 2. Type of application request;
 - 3. Legal description and vicinity map of the subject property;
 - 4. General location;
 - 5. Date, time, and location of the hearing(s);
 - 6. Where more information can be obtained; and
 - 7. A narrative outlining the proposed development application.
- b. **Public hearing notice sign.** At least 15 days prior to a public hearing, a notice sign shall be posted on the property for which the development application is made. The applicant shall obtain, at its expense, all required signs, and shall be responsible for organizing and completing the required sign content based on the Town's established public notice sign template.
 - 1. The Town's established public notice sign template shall include spaces for the following information, and the applicant shall ensure that each required sign includes full and accurate information in the spaces provided
 - a) Application type and case number;
 - b) Date, time, and location of the hearing(s); and
 - c) Where more information can be obtained.
 - 2. In the case of an application submitted by anyone other than the Town, the applicant shall post a minimum of one sign facing each public or private street frontage, within five feet of the lot line, in a manner that makes them clearly visible to the general public.
 - a) A four foot by four foot sign shall be placed on the property and the bottom of the sign shall be no less than four feet above the ground and no greater than six feet above the ground. Posted signs may not obstruct the view of motorists.
 - b) All signs shall be removed from the property within 10 business days of the date of the final hearing on the application.

- c) The Planning Director may require additional signs or modified sign location requirements to be posted on the property if the Planning Director determines such signs are necessary to adequately inform the public of the hearing(s).
- 3. In the case of an application submitted by the Town, the Town may post a minimum of one sign in the right-of-way in a manner that makes them clearly visible to the general public, and shall comply with the requirements of Subsections 2.a) and 2.b) above.
- c. **Administrative review notice sign.** During the referral period as described in Section 13.03.030(f)(2), *Staff review and referral*, an administrative review notice sign shall be posted on the property for which a Site Plan application is made. These notice signs shall meet the same sign posting requirements set forth in Subsection b. above with the exception of date, time, and location of the hearing information.
- d. **Notice requirements to mineral estate owner.**
 - 1. **Notice required.** The applicant shall provide notice to the owners of mineral estates lying beneath the surface of land for which an application under this LDO has been submitted as indicated in Table 13.03.C, unless one of the exceptions in Subsection 2. Below applies.
 - 2. **Exceptions.** Unless otherwise specifically stated in this LDO, the following types of applications are not subject to this Subsection d;
 - a) Applications for which notice to mineral estate owners was previously given for an initial application for development pursuant to Subsection 1. Above;
 - b) Applications for a change of use for an existing structure;
 - c) Applications for Replats;
 - d) Applications for Site Plans;
 - e) Applications for an amendment to Development Guide or Development Plan that does not result in a change of use;
 - f) Applications for a Use by Special Review;
 - g) Applications with respect to electric lines, natural gas pipelines, steam pipelines, chilled and other water pipelines, or appurtenances to said lines or pipelines;
 - h) Applications for annexation and zoning of annexed property; and
 - i) Applications for Rezoning
 - 3. **Notice requirements.** Where the mineral estate is severed from the surface estate, the applicant shall, at least 30 calendar days prior to the date of the first scheduled public hearing on the application for development:
 - a) Send notice by certified mail, return receipt requested, or by a nationally recognized overnight courier to the mineral estate owner, which notice includes the time and place of the public hearing(s), the nature of the hearing(s), the location of the property that is the subject of the hearing(s) and the name of the applicant;
 - b) Send notice to the Town containing the name and address of the mineral estate owner; and
 - c) Certify to the Town, prior to or at the first scheduled public hearing on the application, that proper notice has been provided to the mineral estate owner. Such certification shall consist of a statement indicating compliance with this Section 13.03.030(g)(4)d, as well as a certificate of mailing, attached to the notice sent to the mineral estate owner, to include the following information:
 - 1) Name and address of the mineral estate owner(s); and
 - 2) Date of deposit of mailed notice.

- d) An applicant's failure to provide a Certificate of Mailing indicating compliance with these mineral estate notice requirements may result in the removal of the item from the public hearing agenda or a continuance of the item until required notice has been given.
- e. **Multiple applications.** If an applicant files more than one initial application for development for the same new surface development, the applicant shall only be required to send notice of the initial public hearing(s) scheduled for the first application for development to be considered by the Town. If a mineral estate owner contacts the Town or the applicant about the application following the initial mineral estate notice to request notice of future applications or hearings, the applicant shall provide such notice to the mineral estate owner making the request.
- f. **Waiver of rights.** The mineral estate owner may waive the right to notice under this Section 13.03.030(g)(4)d in writing to the applicant, and receipt of this waiver by the Town shall satisfy the notice requirements contained in this Section.
- g. **Remedies.** Unless otherwise noted in the provisions of Section 24-65.5-103.3, C.R.S., no development approval for an initial application for development shall be suspended unless the applicant fails to provide the certification described in Subsection d.3.c), above.

(h) Decision-making review and action.

- (1) **Purpose.** The purpose of this Section 13.03.030(h) is to establish procedures for review and decision-making on applications under this LDO by the decision-makers identified in Table 13.03.A, as well as the types of conditions that can be attached to development approvals and the periods of time during which each type of approval is valid.
- (2) **General.** The decision-making body identified in Table 13.03.A shall approve, approve with conditions, continue, or deny an application based upon the applicable standards and criteria in this LDO and the Master Plan. The decision shall be considered final on the date that the review body issues a final decision on the application, unless appealed.
- (3) **Burden of proof.** The applicant shall have the burden to present evidence that the applicable criteria for approval in this LDO is sufficient for the decision-maker to approve the application.
- (4) **Decision by Planning Director or Town official.**
 - a. **Procedure.** If Table 13.03.A or another provision of this LDO indicates that the Planning Director or another Town official shall make the decision on an application, the Planning Director shall make one of the following decisions:
 - 1. Approve the application;
 - 2. Approve the application with conditions; or
 - 3. Deny the application, indicating for the record the reasons for the denial.
 - b. **Criteria for approval.** In making the decision, the Planning Director shall use the criteria outlined within Section 13.03.040, *Specific procedures*, relevant to the specific application type.
- (5) **Review or decision by Planning Commission or Town Council.**
 - a. **Procedure.** If Table 13.03.A or another provision of this LDO indicates that an application is to be reviewed by the Planning Commission or Town Council, the following shall apply:
 - 1. A public hearing or meeting shall be scheduled before the Planning Commission or Town Council. The Planning Commission or Town Council shall review all of the following in order to make a recommendation or decision on the application:
 - a) The staff report prepared in accordance with Section 13.03.030(f)(3), *Staff report*;
 - b) All application and presentation materials submitted or presented by the applicant; and
 - c) Testimony provided at the public hearing as it relates to the applicable criteria for approval.

2. After review and discussion of the application, the Planning Commission shall make one of the following recommendations to the Town Council or the Planning Commission or Town Council shall make the following decisions:
 - a) Approval;
 - b) Approval with conditions, indicating for the record what conditions shall be attached to the application;
 - c) Denial, indicating for the record the reasons for the denial; or
 - d) Continuing the application review process in order to obtain more information to help clarify or support the request.
 - b. **Recommendation or decision.** In making its recommendation or decision, the Planning Commission or Town Council must find that all of the criteria in Section 13.03.040, *Specific procedures*, associated with the specific development application or permit type, are met.
- (6) Requirements for conditions of approval.**
- a. The Town may attach conditions to an approval that are necessary to comply with the Master Plan, this LDO (including but not limited to the approval criteria applicable to the specific procedures on which a decision is being made), other adopted plans and regulations, or to mitigate the impacts of that development on the surrounding area.
 - b. No conditions of approval shall be less restrictive than the requirements of this LDO, except where the LDO expressly allows deviations.
 - c. No conditions of approval shall violate the federal or Colorado constitutions, statutes, or regulations.
 - d. During its consideration, the recommending body or the decision-making body may consider alternative conditions. Discussion of potential conditions to mitigate impacts do not reflect actions by the recommending body or the decision-making body unless and until the decision-making body takes formal action to attach that condition to a development approval.
 - e. Any conditions that require an applicant to dedicate land or pay money to a public entity in an amount that is not calculated according to a formula applicable to a broad class of applicants shall be based upon an individualized determination that there is an essential nexus between the condition and a legitimate local government interest and shall be roughly proportional both in nature and extent to the anticipated impacts of the proposed development, unless applicant agrees to the conditions. Any conditions shall be listed in or attached to the approval document.
 - f. Violation of any approved condition shall be a violation of this LDO.
- (7) Continuing responsibilities of property owner.** Any recommendation or approval by the Planning Director, Planning Commission, Town Council or other decision-maker identified in this LDO does not relieve the applicant's responsibility to comply with the requirements of the Endangered Species Act of 1973, 16 U.S.C. § 1531, et seq., as amended, the Fair Housing Act, 42 U.S.C. § 3601, et seq., the Americans with Disabilities Act, § 42 U.S.C. 12101, et seq., and all other applicable federal, state or local laws or regulations.
- (8) No grading, site improvements, or construction before approval.** No Grading Permit or Building Permit may be approved by the Town, and no construction of any building, structure, or improvement on subject property may occur, until all permits or approvals required by this LDO have been issued, and in the case of divisions of land until all required plats or other documents evidencing the Town's approval of the division of land have been recorded with the Douglas County Clerk and Recorder.
- (9) Term of approval.**
- a. **Expiration of approvals.** Each permit or application approved or approved with conditions under this LDO shall be valid for the periods of time shown in Table 13.03.D below, and the approval shall expire after that period unless extended pursuant to Subsection b.

Table 13.03.D: Development and Permit Application Approval Validity Periods	
Type of Approval	Expiration of Approval
Key Plan Implementation Decisions	
Master Plan Adoption or Amendment	Do not expire
LDO Adoption or Amendment	
Annexation & Zoning	
Rezoning	Do not expire
Subdivision	
Framework Plan for a Subdivision	15 months from the date of approval, unless a Preliminary Plan, Minor Development Plat, Grading Permit or Building Permit has been approved for a portion of the area covered by the Framework Plan
Preliminary Plan	Three years from the date of approval or approval of last approved Final Plat within the Preliminary Plan area
Final Plat	180 days from the date of approval unless the Town receives any required financial security and all documents for recordation before that date. If four or more Final Plats are submitted concurrently with a single Preliminary Plan within a Planned Development, this period shall be 12 months, unless the Town receives any required financial security and all documents for recordation before that date.
Minor Development Plat	
Replat	
Plat Correction	
Street Name Change	
Vacation of Right-of-Way	
Vacation of Platted Town Easement	
Vacation of Unplatted Town Easement	
Vacation of Platted Easements Not Owned by the Town	
Condominium Plat	
Site-Specific Approvals	
Floodplain Development Permit	15 months from the date of approval, unless a Grading Permit or Building Permit has been issued
Framework Plan (when used in connection with a Rezoning)	Does not lapse if Rezoning is approved
Framework Plan (when used in connection with a Site Plan)	15 months from the date of approval, unless a Site Plan, Grading Permit, or Building Permit has been approved for a portion of the area covered by the Framework Plan
Planned Sign Program	Do not expire
Preliminary Determination of Stream Buffer Boundaries	15 months from the date of approval if no further application for subdivision or development of a portion of the property affected by the preliminary determination has been submitted.
Sign Permit or Temporary Sign Registration	Permanent Signs: 180 days from the date of approval if the permitted signs have not been constructed or erected Temporary Signs: As stated in Section 13.09.040, <i>Temporary signs on developed parcels</i> or Section 13.09.060, <i>Temporary and permanent signs on vacant parcels and subdivision tracts</i> , as applicable, unless the temporary sign registration allows a different period of time.
Site Plan (All)	15 months from the date of approval, unless a Grading Permit or Building Permit has been issued
Temporary Use/Mobile Business Permit	As stated in the approved Temporary Use Permit
Use by Special Review (All)	24 months from the date of approval, unless a Grading Permit or Building Permit has been issued or the approved activity has obtained any necessary permits and approvals and has begun operating.

Table 13.03.D: Development and Permit Application Approval Validity Periods	
Type of Approval	Expiration of Approval
Historic Preservation	
Historic Landmark Designation	Does not expire
Historic Landmark Alteration, Relocation, or Demolition	Expire with the related Site Plan
Historic Landmark Designation Removal	Does not expire
Flexibility and Relief	
Administrative Adjustments	Expire with the related permit or approval
Major Modification	Expire with the related permit or approval
Floodplain Development Variance	15 months from approval unless the use or development for which the relief was granted begins with that period. Provided that the use or development commences within 15 months, these approvals do not lapse until the activity or use terminates or is found by a court of competent jurisdiction to be violating the allowances permitted by the Town Council
Variance	
Waiver	

b. Extensions of expiration of approvals. For each permit or development approval for which Table 13.03.D shows an expiration of approval:

1. The Planning Director, after consultations of the Director of Engineering/Public Works, may approve one extension for a time not to exceed 180 days for that permit or approval subject to the criteria set forth in Subsection 5.below. If four or more final plats are submitted concurrently with a single preliminary plan, this extension may be for a period not to exceed 12 months.
2. For Site Plans, following such 180 day extension, the Planning Director may approve one additional extension of time not to exceed 180 days if such extension is necessary to accommodate prairie dog relocation efforts as provided in Section 13.08.040(e), *Prairie dog management*.
3. Any denial of the extension may be appealed to the Town Council. If denied, the applicant may resubmit a new application and all required fees for the same project.
4. The Town Council may grant an additional extension of time in addition to the administrative extensions of not more than 12 months total, upon a written request prior to the expiration deadline, subject to the criteria set forth in Subsection 5. Below. If four or more final plats are submitted concurrently with a single preliminary plan, this extension may be for a period of time not to exceed 18 months.
5. An extension request shall comply with the following criteria:
 - a) The applicant has provided evidence that the delay is not due to the action or inaction of the applicant. Evidence may include any documentation of an unexpected predevelopment challenge that is out of the reasonable control of the applicant, including but not limited to changes to or challenges in financing the project, delays due to state or federal permitting requirements, required technical design changes, title issues, or environmental issues;
 - b) If the request is related to a subdivision, there has been no significant change in development conditions affecting the subdivision plan and the plat continues to comply with all applicable standards and ordinances;
 - c) The applicant has exercised reasonable diligence to complete the project; and
 - d) Delays in the process are beyond the control of the applicant.

- c. **Running with the land.** Approvals issued and executed prior to expiration under this LDO run with the land and are not affected by changes in ownership or the form of ownership of the property, unless otherwise stated under this LDO, or unless otherwise stated as a condition of the approval or the permit.

(i) Post-decision actions and limitations.

- (1) **Purpose.** The purpose of this Section 13.03.030(i) is to establish procedures for actions taken after the initial approval of a development application or permit, including but not limited to rights to appeal, procedures to modify a previous Town approval.

- (2) **Recording.**

- a. Following an approval under this LDO, the applicant shall deliver to the Town for recording, any documents related to the approval requested by the Town. Documents include but are not limited to zoning ordinances, agreements, and/or other physical or electronic documents indicating commitments made by the applicant in the course of the LDO review and approval of the application. If Section 13.03.040, *Specific procedures*, includes more specific requirements for recording documents, those provisions shall supersede the more general obligations in this Subsection (i)(2).
- b. Prior to the Town's recognition of the subdivision, and prior to the issuance of any Grading or Building Permit or the sale of any lot, the approved Final Plat shall be recorded in the office of the Douglas County Clerk and Recorder. The following shall apply to the recording of subdivision plats and related obligations.
 1. Within 180 days of approval of the Final Plat, unless stated otherwise in such approval, the applicant shall submit to the Community Development Department one electronic copy of the Final Plat, in a format and level of detail established by the Town, ready for recording (except for Town signatures) and a signed Subdivision Agreement to the Community Development Department. All signatures on the plat shall be in indelible, black ink and ready for recording.
 2. Within 180 days of approval of the Final Plat, the applicant shall also provide to the Town that financial security required by to Section 13.03.050, *Public and private improvements and related financial assurances*, and the requirements of the Subdivision Agreement to cover the cost of construction of all required public improvements.
 3. Within 30 days of receipt of all required documents, including appropriate financial security, the Planning Director shall obtain required Town signatures, and record the Final Plat and all related documents.

- (3) **Appeals of decisions under the LDO.**

- a. **Availability and effect of appeals.**

1. Decisions made by the Planning Director or a Town official in the administration of this LDO may be appealed to the Planning Commission and/or Town Council as shown in Table 13.03.A: *Summary of Development Procedures*.
2. If Table 13.03.A does not show that the decision may be appealed to the Planning Commission and/or Town Council, appeal may only be taken to the District Court pursuant to Colorado law.
3. An appeal shall stop or suspend all proceedings in furtherance of the action appealed from including any applicable timelines for Town action and any validity periods for related development and permit applications, unless the Planning Director certifies to the appeal body that a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by an order of the appeal body or by an order issued by the District Court of Douglas County, with notice to the Planning Director and for due cause shown.
4. Following the close of the Planning Commission and/or Town Council's consideration of an appeal, the reviewing body may affirm, reverse, or modify in whole or in part the determination, requirement, or decision that is under review. When the Planning Commission or Town Council

modifies or renders a decision that reverses a decision, that body will set forth its findings and state its reasons for its action.

5. Appeals decided by the Planning Commission or Town Council may be subject to review by the courts under Rule 106(A) of the Colorado Rules of Civil Procedure and other applicable rules and statutes.
- b. Who may file an appeal.** The applicant, an adjacent property owner, or any agency or officer of the governing body affected by the decision may file an appeal. The appeal shall be filed within 10 business days of the decision, unless this LDO states that the decision is not subject to appeal.
- c. Filing an appeal.**
1. All appeals shall be submitted on forms prescribed by the Town and consistent with Section 13.03.030(e), *Application submittal and acceptance*. Forms are available in the LDO Administrative Manual.
 2. All applications for an appeal shall contain:
 - a) An identification of the decision sought to be reviewed, including the date of the decision;
 - b) Identification of the status of the person seeking review in relation to the applicant (i.e., applicant, adjacent landowner, owner of record receiving notice); and
 - c) The specific criteria, standard or procedure in this LDO that was not applied or followed, or that was applied or followed incorrectly, and shall list the Section or Subsection of this LDO where that criteria, standard or procedure appears.
 3. The file transmitted to the appeal body shall contain:
 - a) The application file maintained by the Town;
 - b) The staff report, if any, related to the application being appealed;
 - c) The evidence submitted at the applicable public hearing, if any;
 - d) All exhibits, materials, pleadings, memoranda, stipulations, and motions submitted by the appellant and any other person at the previous public hearing if applicable; and
 - e) The transcript of the previous hearing if applicable or a summary of the evidence.
 - d. **Notice of appeal.** If an appeal is timely filed and meets the criteria in Subsections a., b. and c. above, the Planning Director shall provide notice of the date on which the appeal body shall consider the appeal public meeting pursuant to Section 13.03.030(g), *Public hearing scheduling and notice*.
 - e. **Criteria for appeal.** Appeals shall be decided based on the record of the decision being appealed, and not through de Novo review. In making its decision, the appellate body shall review the evidence from the applicable public hearing and may modify or reverse the decision being appealed if it determines that:
 1. The decision was inconsistent with one or more standard(s) requirement(s), or criteria in this LDO applicable to the decision being appealed; or
 2. The decision was an abuse of discretion.
- (4) Modifications to approvals.** No applicant shall make any changes to any document approved by the Town pursuant to this LDO without the prior written approval of the Town. See Sections 13.03.040(c), *Administrative adjustment* and 13.03.040(j), *Major modifications*.
- (5) Vested property rights.**
- a. **Purpose.** Pursuant to the provisions of Article XX, Section 6 of the Constitution of the State of Colorado, the electors of the Town have adopted a Home Rule Charter. The law is, and has for many years been, clear and certain that adoption of a Home Rule Charter vests the citizens of a home rule town, and the legislative body of the Town, with the power and authority to enact legislation on matters of purely local

concern which legislation preempts and supersedes state legislation as to those matters of purely local concern. Zoning is and has on numerous occasions been declared and confirmed by the Colorado Supreme Court as being a matter of purely local concern. The purpose of this LDO is to state the intent of the Town to guard jealously its rights and powers as a home rule town to enact local zoning and subdivision regulations which supersede and preempt state legislation in the area of zoning and subdivision.

- b. Vested rights.** The Town is aware of the passage of Senate Bill 219, codified in Section 24-68-101, C.R.S. The Town rejects the assertion that the subject matter of said Senate Bill 219 is “a matter of statewide concern,” and therefore determines that the provisions of Senate Bill 219 are expressly superseded and preempted within the Town by the provisions of this LDO.
- c. Creation of vested rights.** No vested right is created within the Town by the approval of any application for Zoning or Rezoning, Site Plan, Framework Plan, Preliminary Plan, Final Plat, or Minor Development Plat. Rather, a vested property right shall be created if the successful applicant, owner or permit holder (expressly provided that approval has been granted and/or a permit has been issued in compliance with all applicable laws, rules and regulations, and not based upon a misrepresentation of fact or a mutual mistake of fact) has taken lawful, reasonable and substantial steps, and has incurred lawful, reasonable and substantial expenses, in justifiable reliance upon the approval or permit. The intent of this provision is to adopt the common law of the estoppel in pais as that doctrine existed on June 30, 1987, as the law of vested property rights within the Town.
- d. Notice regarding vested rights.** Ordinances approving requests for zoning/Rezoning of property, and ordinances, resolutions approving plans, plats, Site Plans, or any other required submission, shall contain the following statement: “Approval of this (ordinance, plan, plat, or other applicable term) does not create a vested property right. Vested property rights may only arise and accrue pursuant to the provisions of the Parker LDO.”

13.03.040 Specific procedures.

(a) Purpose. The purpose of this Section 13.03.040 is to outline the different types of development applications that may be required to develop or redevelop land or to begin or modify a use of land in the Town, along with the specific application procedures, decision-makers, approval criteria, and any conditions that differ from those described in Section 13.03.030, *Common review procedures*.

(b) Applicability. For all types of development applications and permits, the common review procedures in Section 13.03.030 shall apply unless modified in this Section 13.03.040.

(c) Administrative adjustment.

(1) Applicability. This Section 13.03.040(c), shall apply to applications to modify approved Site Plans, Uses by Special Review, and Planned Development elements as described in this Subsection.

(2) Specific criteria for approval. In making their decision, the Planning Director must find that all of the following criteria are met:

- a.** The adjustment does not impact more than 15 percent of any element or portion within an approved Planned Development map including land use area boundaries, roadways, alignments, open space tracts, park sites and similar elements (this does not apply to the number of units);
- b.** The adjustment:
 - 1.** Involves a change to any element within a Site Plan, including but not limited to landscaping materials, parking layout or striping, site circulation or accessibility, architectural materials or colors or similar elements, provided that such changes do not impact more than 15 percent of any element or portion of the approved Site Plan or other approval; or
 - 2.** In situations where Subsection 1. above does not apply, the Planning Director determines the change is minor in nature;

- c. The Planning Director determines that any replacement materials and layout are of equal or better quality than those required by the permit or approval being modified;
- d. The adjustment does not significantly change the context, character, or intent of the original or most recent approval;
- e. The adjustment does not violate the standards of this LDO applicable in the zoning district in which the property is located (except for adjustments to Planned Development Elements); and
- f. The adjustment does not violate any applicable local, state, or federal law or any condition attached to a prior LDO approval for the property by the Planning Director or Town Council.

(d) Annexation and zoning.

(1) Applicability. This Section 13.03.040(d) shall apply to all concurrent applications to annex land into the Town boundaries and zone that property as required by Town of Parker Home Rule Charter.

(2) Specific procedures.

- a. Petitions for annexation and for annexation elections shall be filed with the Town Clerk and the Community Development Department. The Town Clerk shall refer the petitions to the Town Council as a communication.
- b. Upon receipt of the petition, the Town Council, without undue delay, may:
 - 1. Determine that the petitions do not substantially comply with the requirements of Subsection 31-12-107(l)(a), C.R.S., and require that no further action be required;
 - 2. Determine that the petitions do substantially comply with the requirements of Subsection 31-12-107(l)(a), C.R.S., and require that the Town Council establish by resolution the date, time and place that the Town Council will hold a public hearing not less than 30 days nor more than 60 days after the resolution setting the hearing, unless otherwise required by state law; or
 - 3. Table any action on the annexation petitions for a period of time not to exceed 180 days.
- c. If Town Council agrees to consider the annexation petition, the petition shall be accepted, revised, and may be withdrawn pursuant to Section 13.03.030(e), *Application submittal and acceptance*.
- d. The petition shall be referred to the Planning Commission for a recommendation to Town Council regarding only the proposed zoning of the property. The Planning Commission shall not make a recommendation on the annexation of the land.

(3) Specific criteria for approval. In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the following criteria are met:

- a. **Annexation.** The Town Council may approve the annexation, or approve it with conditions or related Development Agreements or commitments by the petitioner, if it determines that:
 - 1. All aspects of the Colorado Annexation Act of 1965, as amended, have been met;
 - 2. The Town or entities approved or to be approved by the Town pursuant to any agreement with the petitioner will be able to provide services to the area to be annexed necessary to protect public health and safety of the residents of that area without undue burden to existing residents of the Town; and
 - 3. The annexation will otherwise promote the health, safety, and welfare of the residents of the Town.
- b. **Zoning.**

The Planning Commission shall make a recommendation, and the Town Council shall make a decision on the proposed zoning of the property proposed for annexation based on the criteria in Section 13.03.040(n)(3), *Specific criteria for approval*.

(e) Floodplain development permit.

- (1) Applicability.** This Section 13.03.040(e) shall apply to all construction or development within any area of special flood hazard as defined in Section 13.08.040(a), *Floodplain regulations*.
- (2) Specific criteria for approval.** In making their decision, the Floodplain Administrator must find that all of the following criteria are met:
 - a. Properties removed from the floodplain by fill.** A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F), unless such new structure or addition complies with the following:
 - 1. Residential construction.** The lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) shall be elevated to two feet above the base flood elevation that existed prior to the placement of fill.
 - 2. Nonresidential construction.** The lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) shall be elevated to two feet above the base flood elevation that existed prior to the placement of fill or, together with attendant utility and sanitary facilities, be designed so that the structure or addition is watertight to at least two feet above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.

(f) Floodplain development variance.

- (1) Applicability.** This Section 13.03.040(f) shall apply to all requests for Variances from the requirements of Section 13.08.040(a), *Floodplain regulations*.
- (2) Specific procedures.**
 - a. Notice.** Any applicant to whom a Variance is granted shall be given written notice that the structure shall be permitted to be built with a lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk from the reduced lowest floor elevation.
- (3) Specific criteria for approval.** In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the following criteria are met. The criteria in Section 13.03.040(x)(2) shall not apply to this procedure.
 - a. Small lots.** A Floodplain Variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the following criteria are met:
 1. There is no danger that materials may be swept onto other lands to the injury of others;
 2. There is no danger to life and property due to flooding or erosion damage;
 3. The proposed facility and its contents are not susceptible to flood damage and the effect of such damage on the individual owners;
 4. The services provided by the proposed facility are a benefit to the community;
 5. The facility is necessary to a waterfront location, where applicable;
 6. There are not alternative locations available for the proposed use that are not subject to flooding or erosion damage;
 7. The proposed use is compatible with the existing and anticipated development;
 8. The proposed use meets the intent of the Master Plan and floodplain management program for that area;
 9. There is safe access to the property in times of flood for ordinary and emergency vehicles;

10. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site will not create threats to public health or safety greater than those that would be experienced if the Variance were not granted; and
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges are not materially increased from those that would be experienced if the Variance were not granted.
- b. Historic resources.** A Floodplain Variance may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the Variance is the minimum necessary to preserve the historic character and design of the structure.
- c. General.**
1. The Floodplain Variance is the minimum necessary, considering the flood hazard, to afford relief to the applicant.
 2. Failure to grant the Floodplain Variance would result in exceptional hardship to the applicant; and
 3. The Floodplain Variance will not result in increased flood heights, increase in the flood levels during the base flood discharge in any designated floodway, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(g) Framework plan for a site plan.

- (1) **Purpose.** The purpose of the Framework Plan for a Site Plan is to provide a conceptual layout and design (minimum of 10 percent) to evaluate the feasibility of the proposed development including:
 - a. Vehicular and bicycle connectivity;
 - b. The location of geologic hazards, environmentally sensitive areas, and wildlife habitat areas;
 - c. Ability to conform with the zoning; and
 - d. Ability to conform with the LDO and Development Design Standards.
- (2) **Applicability.** This Section 13.03.040(g) shall apply to each of the following, unless the Planning Director waives the requirement to provide a Framework Plan based on the size, scope, and unique characteristics of the project:
 - a. Each proposal for Zoning or Rezoning that contains more than five contiguous acres of land; or
 - b. Each proposed Site Plan that is designed to accommodate, or that the Planning Director determines may in the future accommodate, multiple primary buildings.
- (3) **Specific criteria for approval.** In making its decision, the Planning Director must find that all of the following criteria are met:
 - a. The Framework Plan for a Site Plan shall be organized and designed to comply with zoning and this LDO; and
 - b. The Framework Plan for a Site Plan shall be organized and designed to comply with all prior approvals and agreements with the Town related to the property.

(h) Historic preservation procedures.

- (1) **Purpose.** The purpose of this Section 13.03.040(h) is to:
 - a. Designate, preserve, protect, and enhance historic resources (buildings, structures, sites, and objects) which reflect significant elements of the Town's cultural, social, economic, political, architectural, historical, archaeological, ethnographical, or other heritage;

- b. Lend credence to and support efforts to safeguard the Town's historical and cultural heritage as embodied and reflected in such historic resources;
- c. Foster civic pride in the accomplishments of the past and increase public appreciation of the Town's unique heritage;
- d. Protect and enhance the Town's attraction to residents, tourists, and visitors;
- e. Serve as a support and stimulus to business and industry by recognizing the value of historic resources;
- f. Promote the use of historic resources for the education, pleasure, and welfare of the people of the Town; and
- g. Encourage the restoration and adaptive reuse of historic properties.

(2) Historic landmark alteration, relocation, or demolition.

- a. **Applicability.** This Section 13.03.040(h)(2) shall apply to applications to alter, relocate, or demolish a designated landmark or a property that has been identified as a potential landmark.
- b. **Specific procedures.** The application shall be reviewed and decisions made pursuant to the procedure in Section 13.03.040(p), *Site plan*, except that:
 - 1. The Planning Director may defer the issuance of the permit approving the alteration, relocation, or demolition of the property to allow time to contact the property owner to discuss opportunities for an adaptive reuse and to complete documentation of the historic characteristics of the resource.
 - 2. Documentation of an historic resource shall be completed by the Planning Director within 30 days of notice to the property owner of the deferral of the permit, and shall include detailed photographs, notes and drawings accurately recording the exterior design, character of interiors, finishes and general structural system. Reference measurements shall be included of overall building dimensions, setbacks, and relation to adjacent buildings.
 - 3. The specific criteria in Subsection c. below shall apply to the decision.
- c. **Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
 - 1. Any alteration or relocation of the historic resource is consistent with the purposes of this Section 13.03.040(h) and preserves those historic features that were documented at the time the property was designated as a landmark, to the maximum extent practicable; or
 - 2. Any demolition of the historic resource is justified by the fact that those historic features that were documented at the time of designation as a landmark no longer exist or are being incorporated into or recognized in any redevelopment of the property.

(3) Historic landmark designation.

- a. **Applicability.** This Section 13.03.040(h)(3) shall apply to an application for the designation of a historic resource as a Parker landmark.
- b. **Specific procedures.**
 - 1. **Marking.** Following a successful landmark designation, the designated property shall be marked appropriately as approved by the Planning Director.
 - 2. **Specific criteria for approval.** In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the following criteria are met. A resource (building, structure, site, or object) may be designated a Parker landmark if it meets at

least one criterion in two or more of the following three categories (history, architecture, geography):

- a) **History.** To have historical significance, the resource shall be 50 or more years old or have extraordinary importance to the historical development of the Town and shall:
 - 1) Have direct association with the historical development of the Town, state, or nation;
 - 2) Be the site of a significant historic event; or
 - 3) Have direct and substantial association with a person or group of persons who had influence on society.
- b) **Architecture.** To have architectural significance, the resource shall have historic integrity and shall:
 - 1) Embody distinguishing characteristics of an architectural style or type;
 - 2) Be a significant example of the work of a recognized architect or master builder; or
 - 3) Contain elements of architectural design, engineering, materials, craftsmanship or artistic merit which represent a significant or influential innovation.
- c) **Geography.** To have geographical significance, the resource shall:
 - 1) Have a prominent location or be an established, visual feature of the community;
 - 2) Promote understanding and appreciation of the Town's historical environment by means of distinctive physical characteristics or rarity; or
 - 3) Make a special contribution to the Town's distinctive character.

(4) Historic landmark designation removal.

- a. **Applicability.** This Section 13.03.040(h)(4) shall apply to applications to remove the designation of a landmark.
- b. **Specific procedure.** The designation of a landmark may be removed in the same manner as the original designation was made under the provisions of Subsection (3) above.
- c. **Specific criteria for approval.**

In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that one or more of the following criteria are met:

- 1. The landmark has been removed from the designated site;
- 2. The landmark has been demolished; or
- 3. The landmark has been altered such that it no longer meets the purposes and standards of the designation criteria.

(5) Unsafe or dangerous condition exempted. Nothing in this Section 13.03.040(r)(h) shall be construed to prevent any measures of construction, alteration, removal or demolition necessary to correct the unsafe or dangerous condition of any structure where such condition is declared unsafe or dangerous by the Chief Building Official.

(6) Legal and economic effects of designation. The Parker landmark designation is an honorary recognition only; it imposes no zoning or other regulatory restrictions or controls over a designated property beyond those set forth in this Section (h). Conversely, historic resources placed on the National Register of Historic

Places or the State Register of Historic Properties may result in limitations and restrictions in the use or modification of those resources.

(i) LDO adoption or amendment.

(1) Applicability. This Section 13.03.040(i) shall apply to the adoption of, and all amendments to this LDO.

(2) Specific procedures.

- a. All LDO amendments shall be adopted by ordinance, if approved.
- b. Amendments to this LDO may be proposed by Town staff, the Planning Commission, or the Town Council in order to reflect trends in development or regulatory practices; expand, modify, or add requirements for development in general or to address specific development issues; to add, modify or expand zoning districts; or to clarify or modify procedures for processing development applications.

(j) Major modification.

(1) Applicability. This Section 13.03.040(j) shall apply to applications to modify approved plans, Site Plans, Uses by Special Review and Planned Development elements that do not meet the criteria of Section 13.03.040(c), *Administrative Adjustment*.

(2) Specific procedure. The application shall be processed pursuant to the same procedures used for the initial approval of the type of application being modified as shown in Table 13.03.A: *Summary of Development Procedures*.

(3) Specific criteria for approval. In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the criteria used for the initial approval of the type of application being modified as shown in Table 13.03.A: *Summary of Development Procedures* are met.

(k) Master Plan adoption or amendment.

(1) Applicability. This Section 13.03.040(k) shall apply to the adoption of, and all amendments to, the Master Plan.

(2) Specific procedures.

- a. Amendments to the Master Plan may be proposed by property owners, the Town, the Planning Commission, or the Town Council in order to reflect changing community needs, development conditions, or regulatory practices.
- b. If a Master Plan Amendment is related to another development application, the amendment shall be processed simultaneously with the applicable related land use process, and the Town Council shall consider both matters together.
- c. If the related land use process may be decided by the Planning Director, the Planning Director's administrative decision shall not become final unless and until the Town Council has approved or approved with conditions the related Master Plan amendment.

(3) Specific criteria for approval. In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the following criteria are met. The proposed Master Plan or Master Plan Amendment:

- a. Promotes the long term economic, social, and environmental health of the Town;
- b. Protects the public health, safety, and welfare of the citizens of Parker;
- c. Will not place an undue burden on transportation or other public facilities in the area;
- d. If the amendment related to the general land use plan, the proposed amendment shall be consistent with the visions, goals, strategies, and guiding principles as set forth in the Town's Master Plan; and
- e. If the amendment relates to a specific property or group of properties, potential material negative impacts of the property whose designation is proposed to be changed can be mitigated through

application of standards, procedures, and approval criteria in this LDO during later stages of the development process.

(I) Planned sign program.

(1) Purpose.

- a. A Planned Sign Program is a site-specific, written and visual document that allows for flexibility from certain standards and restrictions in Chapter 13.09, *Sign Code*, in exchange for increased creativity of sign design or development of a consistent theme within a commercial, office, industrial, or mixed-use development after completing a more comprehensive design review process.
- b. The Planned Sign Program may also be used to accommodate irregular site shapes (that are typically characterized by narrow lot frontages, resulting in some buildings with extraordinarily large setbacks and limited visibility to a public street), or to accommodate signs on more than one contiguous lot and/or tract.
- c. Except as set forth below, it is not the intent of these provisions to alter the allowed sign area for any residential or nonresidential use, or to regulate the content of any sign in any manner prohibited by state or federal law.

(2) Applicability. This Section 13.03.040(I) applies when the owner of any property, or the owners of more than one contiguous lot or tract, files an application to modify certain sign standards for residential or nonresidential uses in the following ways:

- a. To modify any of the standards and requirements for all permanent signs set forth in Section 13.09.030, including but not limited to construction materials, building facades on which a sign may be placed, and other requirements;
- b. To modify the design standards and requirements for signs set forth in Chapter 13.09, *Sign Code* with respect to setbacks and minimum and maximum heights; and
- c. To reallocate sign area allowed pursuant to Chapter 13.09, *Sign Code* on individual parcels to apply across some or all of the parcels subject to the Planned Sign Program.

(3) Specific procedures.

- a. **Limits on flexibility.** A Planned Sign Program shall not adjust any required sign setback or minimum or maximum sign height by more than 25 percent of the amounts in Chapter 13.09, *Sign Code*.
- b. **Effect of approval.** An approved Planned Sign Program shall supersede the requirements in Chapter 13.09, *Sign Code* for signs included in the Planned Sign Program. All signs erected or maintained within the structure or property shall conform at all times to the Planned Sign Program. Any deviations from an approved Planned Sign Program shall be unlawful unless and until a revised Planned Sign Program is amended or approved pursuant to this Section. A Planned Sign Program may not be varied pursuant to Section 13.03.040(x), *Variance*.
- c. **Sign permit required.** No signs may be constructed pursuant to a Planned Sign Program before obtaining approval of a Sign Permit pursuant to Section 13.03.040(o).
- d. **Additional information.** If the Planning Director determines that an existing Planned Sign Program does not include all information required by this LDO or the Development Procedures Manual, or required to confirm compliance with the approved Planned Sign Program, the applicant shall provide such additional information within 90 days after receiving notice of such deficiencies from the Town.
- e. **Amendment.** Modifications or amendments to an approved Planned Sign Program may be requested and approved pursuant to the procedure for new Planned Sign Programs set forth in this Section 13.03.040(I).

(4) Specific criteria for approval. In making its decision, the Planning Director must find that all of the following criteria are met:

- a. Sight distances.** The proposed signs shall not interfere with required sight distances as established in the LDO and the Roadway Design and Construction Criteria Manual, or as otherwise determined by the Town.
- b. Safety.** The proposed signs shall not provide a safety or security hazard to pedestrians, drivers, or the general public, and shall not interfere with pedestrian and bicycle movements.
- c. Trash and graffiti.** The proposed signs shall be designed to minimize graffiti and vandalism and shall be designed to minimize the accumulation of trash and litter on the site.
- d. Scale.** The proposed signs, both individually and in the aggregate, shall be proportional to the building size and massing, relevant to both buildings within the parcel subject to the Planned Sign Program and the neighborhood context.
- e. Architectural features.** The proposed signs shall complement the architectural style, character, materials, color, and detail of adjacent building.
- f. No content regulation.** No condition attached to the approval of any Planned Sign Program shall include any form of content regulation prohibited by state or federal law.

(m) Preliminary determination of stream buffer boundaries.

(1) Purpose. The purpose of this Section 13.03.040(m) is to allow property owners to obtain a preliminary determination of stream buffer boundaries that will comply with the purposes and standards in Section 13.08.040(c), *Stream protection standards*, before making significant investments in development design.

(2) Applicability. This Section shall apply to the determination of stream buffer boundaries before an applicant invests significant resources in site planning and development preparation.

(3) Specific procedures.

- a.** At any time, a landowner or applicant may request that the Planning and Engineering/Public Works Departments provide a preliminary determination of the stream buffer boundaries, if any, on a specific property. The landowner or applicant shall submit any relevant topographical or drainage maps of the property, or any other site-specific hydrologic information, for the Department to consider in its determination.
- b.** The Planning and Engineering/Public Works Directors shall inspect the subject property and make a preliminary determination of the stream buffer boundaries on the property, if any, based on the specific criteria in Section 13.03.040(m)(4), below. If necessary, the Town may retain the services of a floodplain engineer to make the preliminary determination, and the costs of that engineering assistance shall be paid by the applicant.

(4) Specific criteria for approval. In making their decision, the Planning and Engineering/Public Works Directors must find that all of the following criteria are met:

- a.** Protection of the watercourse is consistent with the purpose of the stream protection standards in Section 13.08.040(c), including but not limited to the protection of wildlife habitat, preservation of important vegetative communities, provision of open space and preservation of water quality.
- b.** As applicable, the Town determines that protection of the watercourse is necessary to preserve and protect a significant historical or cultural resource.
- c.** The Town's determination shall be based on the best available information at the time of the request. The Town may modify or change its preliminary determination only if new and substantial information is subsequently discovered that was not available at the time the preliminary determination was made.

(n) Rezoning.

(1) Applicability. This Section 13.03.040(n) shall apply to:

- a. All applications to amendments to the Zoning Map, including but not limited to applications to create a Planned Development zoning district; and
- b. All applications to amend a Planned Development zoning district.

(2) Specific procedures.

- a. The Town may adopt a new Zoning Map or amend the current Zoning Map in accordance with applicable laws, rules, and regulations.
- b. Each application for a Rezoning of a parcel containing more than ten acres of land shall be accompanied by a Framework Plan meeting the requirements of Section 13.03.040(g), *Framework plan for a site plan*, unless the Planning Director determines that a Framework Plan is not necessary based on the proposed layout and potential impacts of the Rezoning.
- c. Each approved Rezoning shall be adopted by ordinance. If the property is rezoned to Planned Development, a Development Plan and Guide shall be attached to the ordinance.
- d. For properties in the Planned Development zoning district, if no Preliminary Plan, Final Plat, or Minor Development Plat has been approved by the Town Council or no public improvements have been constructed or secured within three years of the Effective Date of the ordinance approving Planned Development zoning, the Town Council may entertain a motion to rezone all or part of the land included in the Planned Development zoning to any LDO zoning district allowing development of the property consistent with the Master Plan, with or without the consent of the property owner(s), using the procedure in Section 13.03.040(n), *Rezoning*.

(3) Specific criteria for approval. In making its recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the following criteria are met:

- a. There has been a significant change in the area surrounding the property since the date of the existing zoning;
- b. The application is consistent with the Master Plan;
- c. There is a need for the type of development enabled by or proposed in connection with the Rezoning;
- d. The ground to be rezoned is the correct size, topography, and site for the proposed development;
- e. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on traffic circulation near the property will be mitigated to the maximum extent practicable;
- f. The proposed development will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable;
- g. Additional municipal service costs will not be incurred which the Town is not prepared to meet;
- h. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to serve the proposed development, or the applicant has agreed to provide any additional required capacity;
- i. The change is necessary to correct a clerical or drafting error in the current Zoning Map; and
- j. If the Rezoning is accompanied by a Framework Plan, those plans meet the criteria for approval in Section 13.03.040(g)(3), respectively, unless the Town Council determines that one or more of those criteria are inapplicable to the proposed development.

(o) Sign permit or temporary sign registration.

- (1) **Applicability.** This Section 13.03.040(o) shall apply to all signs requiring a Sign Permit or registration under Chapter 13.09, *Sign Code*.
- (2) **Specific procedures.**
- a. **Temporary signs.**
 - 1. All temporary signs must be registered with the Community Development Department prior to being displayed, except for those described in Subsection 2. below. The Community Development Department will maintain an electronic registry of all temporary signs.
 - 2. Registration of temporary signs will not be required between October 1 and November 15 of each calendar year. During such period, temporary signs will be required to conform in all other respects to the provisions of Chapter 13.09, *Sign Code*.
 - b. **Permanent sign inspection.** Because of the potential hazard to the public resulting from poorly constructed or installed signs, all signs shall be inspected by the Building Division.
 - c. **Review periods for some applications.** Where the application concerns a land use or facility for which regulations of the federal government or decisions of state or federal courts require a decision within a stated time period, the application shall be reviewed and decided upon within 60 days of the date the completed application was filed.
- (3) **Specific criteria for approval.** In making their decision, the Planning Director must find that all the relevant standards listed in Section 13.09.020(f), *Permit required*, are met.

(p) Site plan.

- (1) **Applicability.** This Section 13.03.040(p) shall apply to all applications for new site development, except improvements on a single-family detached or duplex lot. It does not apply to amendments to existing site development approvals, which are addressed in Sections 13.03.040(c), *Administrative adjustment* and 13.03.040(j), *Major modifications*.
- (2) **Specific procedures.**
- a. **Platting requirements.** No Site Plan may be approved prior to the platting of the subject property. A Final Plat or Minor Development Plat may be submitted simultaneously with the proposed Site Plan.
 - b. **Multifamily Condominium Plat requirements.** Any application for condominium multifamily dwellings shall submit an Initial Condominium Plat prior to certificate of occupancy for each building that contains dwelling units. If the Site Plan for multifamily dwelling(s) is approved or approved with conditions, the applicant may then convert the Initial Condominium Plat into a Condominium Plat that will allow for the sale of individual units upon compliance with Section 13.03.040(q)(3). An Initial Condominium Plat shall comply with the requirements of Section 13.03.040(q)(3), *Condominium plat*, except that the Initial Condominium Plat does not need to be recorded.
 - c. **Town-owned land or facilities.** If a Site Plan application is for land or public facilities owned by the Town, the Planning Commission shall review the application and shall forward its recommendation to the Town Council pursuant to Section 13.03.030(h)(5),
 - d. **Conditional upon subdivision approval.** Upon approval by the Planning Director or Town Council, as applicable, an approval of the Site Plan application may be made conditional upon the final approval of the Final Plat or Minor Development Plat.
 - e. **No Certificate of Occupancy prior to approval.** No Certificate of Occupancy, temporary or otherwise, will be issued until all improvements approved as part of the Site Plan have been completed unless authorized by another Section of this LDO.

- (3) Specific criteria for approval.** In making their recommendation or decision, the Planning Commission and Town Council or the Planning Director, respectively, must find that all of the following criteria are met:
- a. The Site Plan shall be organized and designed to comply with zoning and this LDO;
 - b. The Site Plan shall be organized and designed to comply with all prior approvals and agreements related to the property, including without limitation any Framework Plan for a Site Plan applicable to the property;
 - c. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on multi-modal traffic circulation near the property will be mitigated to the maximum extent practicable;
 - d. The proposed development will not create material adverse environmental impacts on the surrounding area, or any material adverse environmental impacts have been mitigated to the maximum extent practicable; and
 - e. The proposed development will not create other material adverse impacts on the surrounding area, or any material adverse impacts have been mitigated to the maximum extent practicable.

(q) Subdivision procedures.

(1) Applicability.

- a. This Section 13.03.040(q) shall apply to all subdivisions of land in any zoning district located within the jurisdiction of the Town, except as stated in Subsection b., below.
- b. The Town Council may, pursuant to rules and regulations or resolution, exempt from the definition of the term subdivision and subdivided land any division of land if the Council determines that such division is not within the purposes of Section 13.08.030, *Subdivision standards*, or that the proposed division of land affects only Town-owned land and is for a public purpose.
- c. The Planning Director shall review any Town request for exemption from subdivision review and approval procedures on the basis stated in Subsection b. and shall make a recommendation to Town Council, prior to consideration of the request by the Town Council.
- d. It is unlawful to record any plat in any public office that has not been approved by the Town pursuant to this Section 13.03.040(q).

(2) General requirements.

a. Description of the subdivision process.

1. Framework plan for a subdivision.

- a) The three steps required to obtain approval of a subdivision are:
 - 1) Framework Plan for a subdivision—the review of the feasibility of the project including conceptual design, legal ability to obtain water and sanitation, location of geologic hazards, identification of environmentally sensitive areas and wildlife habitat areas, locations of parks, schools and open space, source of required services, vehicular and pedestrian circulation, and conformance with the Master Plan and zoning requirements;
 - 2) Preliminary Plan—a review of preliminary lot and block locations, street and circulation infrastructure, parks and open spaces, and technical engineering reports and plans; and
 - 3) Final Plat—a review of all final engineering and construction plans, execution of Subdivision Agreements, provision of a letter of credit or cash to secure the construction of the public improvements described in the Subdivision Agreement, and other legal requirements.

2. Subdivision process.

- a) Early steps in the subdivision process require a lower level and design and engineering, but each later step requires an increased level of required design and engineering. This allows design and engineering to be completed incrementally in order to avoid requiring the applicant to make major redesigns and incur potentially unnecessary expenses when full designs are submitted early in the process.
- b) Approval at any step in the subdivision process does not ensure approval at the next step.
- c) The Framework Plan for a proposed subdivision shall be reviewed and approved prior to submittal of the Preliminary Plan. The Preliminary Plan may be combined with the Framework Plan with the approval of the Planning Director based on based upon the proposed subdivision design, size, required public facilities, infrastructure and services, access, and transportation network.
- d) The Final Plat shall not be submitted until the Preliminary Plan has been approved.
- e) All provisions of Section 13.03.030(i)(2), *Recording*, shall apply.

b. Inactive subdivisions.

- 1. Any subdivision which has received approval by the Town Council for more than three years and for which no public improvements have been constructed or secured within the boundaries of the subdivision, shall be required to submit an amended plat which complies with the requirements of this LDO in effect at the time of the amendment, and with the required Subdivision Agreement. No Building Permits shall be issued until the plat amendment and new Subdivision Agreement have been approved by the Town Council.
- 2. Any subdivision which has received approval by the Town Council for less than three years and for which no public improvements have been completed or secured within the boundaries of the subdivision, shall be required to submit and receive Town Council approval of a new Subdivision Agreement prior to the issuance of any Building Permits.

(3) Condominium plat.

- a. **Applicability.** This Section 13.03.040(q)(3) shall apply to the creation of Condominium Plats that provide for individual airspace units within a building or buildings and related common elements.
- b. **Specific procedures.**
 - 1. **General.** Detailed requirements for preparation and approval of a Condominium Plat are found in the LDO Administrative Manual.
 - 2. **Recording.** Following approval, the provisions of Section 13.03.030(i)(2), *Recording*, shall apply.
- c. **Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
 - 1. The Condominium Plat shall comply with all requirements of the Colorado Common Interest Ownership Act;
 - 2. The Condominium Plat shall be consistent with the approved plat and site plan;
 - 3. The Condominium Plat shall be consistent with any agreement between the property owner or developer and the Town regarding the ownership and management of the property; and
 - 4. The Condominium plat shall reflect existing locations of any constructed walls in the primary building and any accessory buildings covered by the Condominium Plat.

(4) Final Plat.

- a. Applicability.** This Section 13.03.040(q)(4) shall apply to any division of land that results in the creation of five or more lot, parcels, or tracts for single-family detached, attached, or duplex dwellings.
- b. Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
 - 1. The Final Plat shall be substantially consistent with the approved Preliminary Plan;
 - 2. No Final Plat shall be approved if the applicant is in default of a previous approval or agreement with the Town;
 - 3. No Final Plat shall be approved until a Subdivision Agreement and/or other agreements have been executed by the applicant on a form(s) approved by the Town Council and those agreements have been approved by the Planning Director and the Director of Engineering/Public Works;
 - 4. No Final Plat shall be approved until any financial guarantees required by the Town have been executed by the applicant on a form(s) approved by the Town Attorney and those financial guarantees have been approved by the Planning Director and the Director of Engineering/Public Works;
 - 5. No Final Plat shall be approved until all applicable requirements for public dedication of land and improvements have been satisfied, including confirmation to the satisfaction of the Planning Director that required land dedications for schools to the Town, School District, or other entity have occurred or will occur in a timely manner; and
 - 6. No Final Plat shall be approved until all ad valorem taxes applicable to the land included in the plat have been paid for all years prior to the year in which the plat is approved.

(5) Framework plan for a subdivision.

- a. Purpose.** The purpose of a Framework Plan in the context of a proposed subdivision of land is to ensure that the proposed basic layout of lots, blocks, streets, parks and open spaces is consistent with the Master Plan, other adopted plans, and the zoning district(s) in which the property is located, without requiring the applicant to complete or submit engineering, architectural, or technical studies or plans, and to give the applicant an opportunity to revise the plan for division of land before significant technical, engineering, or architectural expenses have been incurred.
- b. Applicability.**
 - 1. This Section 13.03.040(q)(5) shall apply to any division of land that results in the creation of five or more lots, parcels, or tracts for single-family detached, attached, or duplex dwellings; and
 - 2. Each proposed Minor Development Plat that includes more than three lots.
- c. Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
 - 1. The Framework Plan for a subdivision demonstrates that proposed street circulation systems will generally comply with the mobility and circulation goals of the Master Plan and will provide adequate connections into adjacent properties and the Town street system; and
 - 2. The Framework Plan for a subdivision demonstrates that proposed open space and storm drainage systems will generally comply with the goals and objectives of the Master Plan and are generally located to provide contiguity with those on adjacent properties where required by a Town adopted plan.

(6) Minor development plat.

- a. Applicability.**
 - 1. This Section 13.03.040(q)(6) shall apply to:

- a) The creation of lots, parcels, and tracts of land for nonresidential uses and multifamily dwellings; and
 - b) Any division of land that results in the creation of four or fewer lots, parcels, or tracts for single-family detached, attached, or duplex dwellings, unless the Planning Director determines that additional lots may be created, based on design, size, available public facilities, services, access, and available transportation network, up to a maximum of 10 lots.
2. If it is determined that the applicant is using the Minor Development Plat process to circumvent the subdivision process, including but not limited to the submittal of multiple contiguous Minor Development Plats, the applicant shall be required to comply with the Framework Plan, Preliminary Plan and Final Plat processes.
- b. **Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
- 1. The Minor Development Plan shall be consistent with the Master Plan;
 - 2. The Minor Development Plat shall be consistent with any approved Framework Plan for the property;
 - 3. The Minor Development Plat complies with the standards and requirements of this LDO;
 - 4. The Minor Development Plat complies with all Town adopted regulations regarding the provision of infrastructure or public facilities, or regarding the protection of public health and safety, to the degree this can be determined at the 70 percent level of construction detail for the required infrastructure or public facilities;
 - 5. The Minor Development Plat is consistent with the zoning for the property;
 - 6. The Minor Development Plat mitigates material adverse impacts on adjacent land uses to the maximum extent practicable.
 - 7. No Minor Development Plat shall be approved if it creates a nonconforming lot or increases the degree of nonconformity for an existing nonconforming lot;
 - 8. No Minor Development Plat shall be approved if the applicant is in default of a previous approval or agreement with the Town;
 - 9. No Minor Development Plat shall be approved until a Subdivision Agreement and/or other agreements required by the Town have been executed on a form(s) approved by the Town Council and those agreements have been approved by Planning Director and the Director of Engineering/Public Works;
 - 10. No Final Plat shall be approved until any financial guarantees required by the Town have been executed by the applicant on a form(s) approved by the Town Attorney and those financial guarantees have been approved by the Planning Director and the Director of Engineering/Public Works;
 - 11. No Minor Development Plat shall be approved until all applicable requirements for public dedication of land and improvements have been satisfied; and
 - 12. No Minor Development Plat shall be approved until all ad valorem taxes applicable to the land included in the plat have been paid for all years prior to the year in which the plat is approved.

(7) Plat correction.

- a. Applicability.** This Section 13.03.040(q)(7) shall apply to corrections to a recorded plat due to errors or omissions.
- b. Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
 - 1. The requested replat is only to correct technical errors in a recorded Final Plat, including but not limited to technical errors in legal description of the property or easements or in acknowledgement or signature blocks; and
 - 2. All owners of property interests affected by the error or all departments and agencies affected by the error agree that the error was technical in nature.

(8) Preliminary Plan.

- a. Purpose.** The purpose of the Preliminary Plan is to:
 - 1. Review the engineering design and subdivision layout documents at a 70 percent level of construction detail to determine if the subdivision can comply with all technical requirements, design standards and improvement requirements; and
 - 2. Determine if the plan complies with zoning requirements, circulation patterns, desired open space and other applicable plans, standards, and regulations in order to plan road connections, open space connections, adequate park facilities and utility extensions for a larger area surrounding the property.
- b. Applicability.** This Section 13.03.040(q)(8) shall apply to any division of land that results in the creation of five or more lots, parcels, or tracts for single-family detached, attached, or duplex dwellings.
- c. Specific procedures.** The Preliminary Plan shall be submitted within one year of the approval of any required Framework Plan. The Planning Director may grant one extension of up to one year if the inability to submit the Preliminary Plan was due to circumstances beyond the control of the applicant or the holder of the Framework Plan approval.
- d. Specific criteria for approval.** In making its recommendation or decision, the Planning Commission or Town Council, respectively, must find that all of the following criteria are met:
 - 1. The Preliminary Plan shall be consistent with the Master Plan;
 - 2. The Preliminary Plan shall be consistent with any approved Framework Plan for a Subdivision for the property;
 - 3. The Preliminary Plan complies with the standards and requirements of this LDO;
 - 4. The Preliminary Plan complies with all Town adopted regulations regarding the provision of infrastructure or public facilities, or regarding the protection of public health and safety, to the degree this can be determined at the 70 percent level of construction detail;
 - 5. The Preliminary Plan is consistent with the zoning for the property; and
 - 6. The Preliminary Plan mitigates material adverse impacts on adjacent land uses to the maximum extent practicable.

(9) Replat.

- a. Applicability.**
 - 1. This Section 13.03.040(q)(9) shall apply to all changes to a recorded plat, including, but not limited to the replat of a lot or tract, the adjustment or vacation of a lot line, and the vacation of a plat that does not involve changes of rights-of-way or easements and excluding technical corrections as outlined in Section 13.03.040(q)(7), *Plat correction*.

2. All other proposed changes to a recorded plat, including but not limited to any proposed change that includes a redesign of streets or blocks and any proposed change that the Planning Director determines may create material adverse impacts on the Town or any surrounding property, shall be processed pursuant to the Preliminary Plan and Final Plat process or the Minor Development Plat processes in Sections 13.03.040(q)(8), 13.03.040(q)(4), and 13.03.040(q)(6), respectively, as determined by the Planning Director.
- b. Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
1. The Replat does not involve changes to any rights-of-way or easements; and
 2. The Replat does not create material adverse impacts on the Town or any surrounding property or those impacts have been mitigated to the maximum extent practicable.

(10) Street name change.

- a. Applicability.** This Section 13.03.040(q)(10) shall apply to requests for a street name change.
- b. Specific procedures.**
1. When the request for a street name change is made by the Community Development Department, the Fire Protection District or Douglas County, the Planning Director may approve the street name change. If approved, a plat correction certificate shall be filed in compliance with Section 13.03.030(i)(2), *Recording*.
 2. When the request for a street name change is made by an applicant other than the Community Development Department, the Fire Protection District or Douglas County and no addresses have been assigned, the Planning Director, after consultation with the Fire Protection District and Douglas County, may approve the request for street name change. If approved, a plat correction certificate shall be filed in compliance with Section 13.03.030(i)(2), *Recording*.
 3. When the request for a street name change is made by an applicant other than the Community Development Department, the Fire Protection District or Douglas County and addresses have been assigned, the applicant shall notify all affected individuals by certified mail and the request shall be heard at a public hearing before the Town Council. The Town Council may adopt an ordinance officially changing the name of the street. The ordinance shall be recorded in compliance with Section 13.03.030(i)(2), *Recording*, upon obtaining the signature of the Mayor after the effective date of the ordinance.
- c. Specific criteria for approval.** In making their decision, the Planning Director or Town Council must find that all of the following criteria are met:
1. The proposed street name shall not duplicate any existing road name in Douglas County;
 2. The proposed street name is not misleading through reference to a known local landmark or location that is not accessed by or near the street; and
 3. The proposed change of street name will not create confusion among or undue hardship to residents using the street as access to their place or residence or business.

(11) Vacation of easements or rights-of-way.

- a. Vacation of platted easements not owned by the Town.**
1. **Applicability.** This Section 13.03.040(q)(11)a shall apply to all platted easements not owned by the Town.
 2. **Specific procedures.**
 - a) Prior to submittal of any application to vacate easements not owned by the Town, the applicant shall submit documentation of support/approval for such vacation from the easement holder.

- b) The easement to be vacated shall be vacated by subdivision plat.
 - c) The vacation shall be processed pursuant to Replat process in Section 13.03.040(q)(9), but subject to the specific criteria for approval listed in Subsection 3. below.
 - 3. **Specific criteria for approval.** In making its decision, the Town Council must find that all of the following criteria are met:
 - a) No vacation shall be approved if the applicant is in default of a previous approval or agreement with the Town;
 - b) No vacation shall be approved until all applicable requirements for public dedication or land and improvements have been satisfied; and
 - c) No vacation shall be approved until all ad valorem taxes applicable to the land included in the plat have been paid for all years prior to the year in which the plat is approved.
- b. **Vacation of platted Town easement.**
 - 1. **Applicability.** This Section 13.03.040(q)(11)b shall apply to all vacations of platted Town easements or portions of platted Town easements.
 - 2. **Specific procedures.** The Town easement to be vacated shall be processed pursuant to Replat process in Section 13.03.040(q)(9), but subject to the specific criteria for approval listed in Subsection 3. below.
 - 3. **Specific criteria for approval.** In making their decision, the Planning Director must find that all of the following criteria are met:
 - a) No vacation shall be approved if the applicant is in default of a previous approval or agreement with the Town;
 - b) No vacation shall be approved until all applicable requirements for public dedication or land and improvements have been satisfied; and
 - c) No vacation shall be approved until all ad valorem taxes applicable to the land included in the plat have been paid for all years prior to the year in which the plat is approved.
- c. **Vacation of rights-of-way.**
 - 1. **Applicability.** This Section 13.03.040(q)(11)c shall apply to all vacations of platted Town rights-of-way or portions of rights-of-way.
 - 2. **Specific procedures.** The vacation shall be processed pursuant to Chapter 10.12, *Vacation of Town Streets and Rights-of-Way*, of the Parker Municipal Code. Rights-of-way that are vacated may be removed from a plat pursuant to the Replat process in Section 13.03.040(q)(9).
- d. **Vacation of an unplatted Town easement.**
 - 1. **Applicability.** This Section 13.03.040(q)(11)d shall apply to all vacations of unplatted Town easements.
 - 2. **Specific procedures.**
 - a) An ordinance shall be prepared that includes the legal description of the easement to be vacated and the book and page numbers, and reception number, as applicable.
 - b) The vacation request shall be heard by the Town Council during the second reading of the ordinance described in Subsection a. above.
 - c) The ordinance shall be recorded in the office of the County Clerk and Recorder upon obtaining the signature of the Mayor after the Effective Date of the ordinance.

(r) Temporary use permit and mobile business permits.

- (1) **Applicability.** This Section 13.03.040(r) shall apply to all uses classified as temporary uses in Table 13.05.A: *Table of Allowed Uses* and Section 13.05.060(c), *Temporary use and structures*.
- (2) **Specific procedures.**
- a. **Revocation or suspension.**
1. The Planning Director may revoke a Temporary Use/Mobile Business Permit for failure to comply with the terms of the permit or the LDO.
 2. The Planning Director shall suspend any permit issued for a fireworks stand during the period of time that a Stage 1 Fire Ban or a Stage 2 Fire Ban, as defined in Chapter 6.06, *Open Fire and Open Burning Restrictions*, of the Parker Municipal Code, is in effect.
- (3) **Specific criteria.** In making their decision, the Planning Director must find that all of the relevant standards listed in Section 13.05.060(c)(2), *Temporary use standards*, are met.

(s) Use by special review – general.

- (1) **Applicability.** This Section 13.03.040(s) shall apply to all applications for a use that is classified as Use by Special Review in Table 13.05.A: *Table of Allowed Uses* in any zoning district including the Planned Development (PD) zoning district, except for:
- a. Applications for major utilities, which shall be reviewed and a decision made pursuant to Section 13.03.040(t), *Use by special review – major utilities*;
 - b. Applications for oil and gas facilities, which shall be reviewed and a decision made pursuant to Section 13.03.040(u), *Use by special review – oil and gas*;
 - c. Applications for water and sewer service utilities, which shall be reviewed and a decision made pursuant to Section 13.03.040(v), *Use by special review – water and sewer*; and
 - d. Applications for wireless communications facilities, which shall be reviewed and a decision made pursuant to Section 13.03.040(w), *Use by special review – wireless communication facilities*.
- (2) **Specific procedures.**
- a. **Common procedures apply.** The application shall be reviewed and a decision made pursuant to Section 13.03.030, *Common review procedures*, unless those provisions are modified by this Section.
 - b. **Review periods for some applications.** Where the application concerns a land use or facility for which regulations of the federal government or decisions of state or federal courts require a decision within a stated time period, the application shall be reviewed and decided upon within 60 days of the date the completed application was filed.
 - c. **Annual review.** Each approved Use by Special Review may be subject to annual review by the Community Development Department or as often as the Town Council deems appropriate to ensure compliance with the criteria in Subsection (3) below and any stated conditions of approval.
- (3) **Specific criteria for approval.**
- a. In making their recommendation or decision, the Planning Commission and Town Council, respectively, shall find that all of the following criteria are met.
 1. The proposed use will be in harmony and compatible with the character of the surrounding areas and neighborhoods;
 2. The proposed use is consistent with the Master Plan;
 3. The applicant can demonstrate the proposed site is sufficient in size and shape to support the proposed use.

4. The proposed use does not require significant capital improvements that the Town has not included in its capital improvement program;
5. The proposed use does not require community facilities and levels of community services greater than those available from the Town or applicable service providers;
6. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and traffic movement in the surrounding area would not cause undue multi-modal traffic impacts by development, or demonstrates the mitigation of circulation impacts to the maximum extent practicable;
7. The proposed use will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable;
8. The proposed use will be adequately landscaped, buffered and screened to mitigate impacts; and
9. The proposed use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of the Town.

(t) Use by special review – major utilities.

(1) Applicability.

- a. This section 13.03.040(t) shall apply to all applications for installation or modification of major utilities, except as listed in Subsection b below.
- b. Exceptions.
 1. Underground major utilities that are located entirely within a public or private right-of-way, are approved by the issuance of a right-of-way permit by the Public Works Engineering Department;
 2. Applications by water and sewer providers proposing a water line, well, sewer line, lift line, or similar facility for the delivery of water and sewer services, shall be reviewed and a decision made pursuant to Section 13.03.040(u), *Use by special review – water and sewer*.
 3. Major utilities associated with a private commercial, industrial, or multifamily development are reviewed with the Site Plan and a separate submittal is not required; and
 4. Major utilities associated with a private single-family development are reviewed at time of Final Plat and a separate submittal is not required.

(2) Specific procedures.

- a. **Common procedures apply.** The application shall be reviewed and a decision made pursuant to Section 13.03.030, *Common review procedures*, for applications that require a recommendation by the Planning Commission and a decision by the Town Council, unless those provisions are modified by this Section.
- b. **Conflict with other standards.** To the extent that there is a conflict between this Section and any franchise approved by the Town for a public utility, this Section shall control.

(3) Specific criteria for approval.

In making their recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the following criteria are met:

- a. Whether there is a compelling need for the major utility to be located on the proposed site;
- b. Whether approval of the proposed major utility will promote the purposes of this LDO stated in Section 13.01.020;
- c. Whether the major utility is compatible with the surrounding area;
- d. The effect of the major utility upon the immediate area;

- e. The effect of the major utility upon future development of the area;
- f. Whether the proposed height limitations, setbacks, lot area and open space are sufficient to mitigate the impacts of the proposed major utility on the surrounding area;
- g. Whether land surrounding the major utility can be planned in coordination with the public utility;
- h. Whether the major utility is in conformity with, and will promote development consistent with the Master Plan;
- i. Whether adequate open space and visual corridors are preserved;
- j. Whether the major utility fosters a desirable and stable environment;
- k. Whether the major utility makes possible the innovative and efficient use of the subject property;
- l. Whether the major utility would exacerbate a natural hazard; and
- m. Whether there are reasonably available and economically feasible alternatives for the major utility.

(u) Use by special review – oil and gas. All applications for oil and gas facilities shall be reviewed and a decision made pursuant to Section 13.06.040, *Use by special review process for new oil and gas operations*.

(v) Use by special review – water and sewer.

(1) Applicability.

- a. This Section 13.03.040(u) shall apply to all applications from any utility provider proposing a water line, well, sewer line, lift line, or similar facility for the delivery of water and sewer services, except as listed in Subsection b below.
- b. Exceptions.
 - 1. Water and sewer utilities that are located entirely within a public or private right-of-way are approved by the issuance of a right-of-way permit by the Public Works Engineering Department;
 - 2. Water and sewer utilities associated with a private commercial, industrial, or multifamily development are reviewed with the Site Plan and a separate submittal is not required; and
 - 3. Water and sewer utilities associated with a private single-family development are reviewed at time of Final Plat and a separate submittal is not required.

(2) Specific procedures.

- a. **Common procedures apply.** Applications shall be approved administratively by the Planning Director pursuant to Section 13.03.030, *Common review procedures*.
- b. **Optional Town Council review and approval.** The Planning Director shall further have the authority based on the nature and scope of the application and the size and potential impacts of the proposed facility, to require that the applicant obtain approval by the Town Council following public notice and a hearing pursuant to 13.03.030, *Common review procedures*.
- c. **Optional appeal process.** If the Planning Director denies the application or imposes conditions determined by the applicant to be unreasonable, the applicant may appeal the decision of the Planning Director to the Town Council within 15 days of the Planning Director's decision. Such appeal shall be a de novo review by the Town Council using the process in Section 13.03.040(t), *Use by special review – major utilities*.

(3) Specific criteria for approval. In making their decision, the Planning Director must find that all of the following criteria are met:

- a. The water and/or sewer utility is in conformity with, and will promote development consistent with, the Master Plan;
- b. There is a compelling need for such water and/or sewer utility to be located on the proposed site;

- c. The water and/or sewer utility is consistent with, or is required to be installed pursuant to, any franchise agreement between the Town and the applicant; and
- d. The water and/or sewer utility is consistent with those criteria in Section 13.03.040(t)(3) applicable to approval of major utilities that the Planning Director considers necessary to mitigate an impacts of the proposed facility on the surrounding area.

(w) Use by special review – wireless communication facilities.

- (1) **Applicability.** This Section applies to all applications for Wireless Communications Facilities that are not eligible for administrative approval pursuant to Section 13.05.040, *Wireless communication facilities*.
- (2) **Specific procedures.**
 - a. **Common procedures apply.** The provisions of Section 13.03.030, *Common review procedures*, applicable to a decision by the Planning Director shall apply, except as modified by this Section.
 - b. **Review and decision.** The application shall be reviewed and a decision made pursuant to Section 13.05.040(c)(3), *Procedure for use by special review*.
- (3) **Specific criteria for approval.** In making their recommendation or decision, the Planning Commission and Town Council, respectively, must find that all of the applicable standards in Section 13.05.040, *Wireless communication facilities*, applicable to facilities that are not eligible for administrative approval, are met including but not limited to the standards in Sections 13.05.040(b)(2)e, 13.05.040(b)(3)a, 13.05.040(b)(3)b, and 13.05.040(b)(3)c.

(x) Variance.

- (1) **Applicability.**
 - a. This Section 13.03.040(x) shall apply to requests for relief from certain regulations and specific dimensional standards outlined within this LDO during the course of development review and approval.
 - b. Requests to modify a permit or approval after approval under this LDO shall be processed pursuant to Sections 13.03.040(c), *Administrative adjustment* or 13.03.040(j), *Major modifications*, as applicable
 - c. Variances under this Section 13.03.040(x) may only be used to grant relief related to:
 - 1. Minimum area of lot;
 - 2. Minimum width of lot;
 - 3. Maximum height of structures;
 - 4. Maximum height or required design or materials of fences;
 - 5. Minimum front yard setback;
 - 6. Minimum side yard setback;
 - 7. Minimum rear yard setback;
 - 8. Sign standards listed in Sections 13.09.030, 13.09.040, 13.09.050, and 13.09.060 greater than the 15 percent that may be approved through an Administrative Allowance, except no variances are permitted to maximum sign area or maximum sign height;
 - 9. Hillside development standards; and
 - 10. Reduction to stream buffer width greater than that allowed by an Administrative Allowance.
 - d. No Variance request to the Town Council shall be allowed for building use violations nor for a use not permitted within a zoning district. The findings and decisions of the Council shall be final, subject only to judicial review.
 - e. Relief from LDO regulations that are not listed in Subsection c above may be the subject of an application for a Waiver pursuant to Section 13.03.040(y), *Waiver*.

(2) Specific criteria for approval. In making its recommendation or decision, the Planning Commission or Town Council, respectively, must find that all of the following criteria are met:

a. Stream buffer width reductions.

1. The Variance is necessary because one or more of the requirements listed in Section 13.08.040(c) represent an exceptional hardship such that no reasonable economic use of the land is available without reducing the width of the required stream buffer.
2. The size, shape or topography of the property is such that it is not possible to construct a residential or nonresidential structure, as the applicable zoning may permit, without encroaching into the required stream buffer.
3. Encroachment into the required stream buffer shall be limited to the maximum extent practicable.
4. The applicant shall commit, to the satisfaction of the Town, to mitigation measures that substantially offset any potential adverse impacts of the proposed encroachment during site preparation, construction and post-construction.
5. Approval of the Variance will not result in a reduction in water quality.
6. Any land-disturbing activity on the subject property shall comply with all applicable erosion and sedimentation control regulations and best management practices.
7. The need for the Variance is not a self-created hardship.

b. Hillside development standards.

1. The Variance shall not undermine or be contrary to the purpose and intent of the hillside development standards;
2. The subject steep slope area is not related to a natural feature that the Town determines has historical, cultural, or environmental significance or other substantial public value or benefit that should be preserved or reclaimed;
3. The subject steep slope area is man-made and reclamation of the pre-existing natural grade and contours would create a substantial and unreasonable burden on the landowner and would not be in the public's interest; and
4. The need for the Variance is not a self-created hardship.

c. All other variances.

1. The strict application of the standards would produce peculiar and exceptional practical difficulties to, or exceptional hardships upon, the owner of such property;
2. Such hardship results from exceptional narrowness, shallowness, or shape of a specific piece of property or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property;
3. Such hardship is unique to the property and not shared by other properties in the same zoning district and vicinity;
4. The authorization of such Variance will not result in substantial detriment to adjacent property or the public good, materially change character of the district, or substantially impair the intent and purpose of this LDO;
5. The granting of such Variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience or profit; and
6. The need for the Variance is not a self-created hardship.

(y) Waiver.

- (1) **Applicability.** This Section 13.03.040(y) shall apply to applications to approve deviations from the substantive standards (including but not limited to required timelines for performance or validity) of this LDO to encourage flexibility and variety in land development where other options to achieve those results are not available under this LDO.
- (2) **Specific criteria for approval.** In making its decision, the Town Council, by resolution, must find that all of the following criteria are met:
 - a. The need for the requested waiver is not a self-created hardship.
 - b. The waiver does not impair the intent and purposes of this LDO.

(z) Wireless communication facilities – administrative approval.

- (1) **Applicability.** This Section 13.03.040(z) applies to all applications for Wireless Communications Facilities that are eligible for administrative approval pursuant to Section 13.05.040, *Wireless communication facilities*.
- (2) **Specific procedures.**
 - a. **Common procedures apply.** The provisions of Section 13.03.030, *Common review procedures*, applicable to a decision by the Planning Director shall apply, except as modified by this Section.
 - b. **Review and decision.** The application shall be reviewed and a decision made pursuant to Section 13.05.040(c)(2), *Procedure for administrative review*.
- (3) **Specific criteria for approval.** In making their decision, must find that the standards in Section 13.05.040, *Wireless communication facilities*, applicable to facilities eligible for administrative review are met.

13.03.050 Public and private improvements and related financial assurances.

- (a) **Purpose.** The purpose of this Section 13.03.050 is to ensure that improvements required by this LDO, or by conditions attached to an approval under this LDO to address or mitigate the impacts of new development are constructed in a timely manner and to provide the Town financial security so that, if a property owner is unable to complete such improvements, the Town may complete the required improvements at the property owner's expense, or retain the financial security at the Town's sole discretion to be used in the future to complete such improvements. These provisions apply regardless of whether the improvements will be dedicated to the Town or will be owned by an entity other than Town.

(b) Public improvements.

- (1) Subject to the provisions of Section 13.03.030(h)(6), *Requirements for conditions of approval*, the Town shall determine the type, location and extent of necessary public improvements, required to mitigate anticipated impacts of the proposed development, depending upon the development's characteristics, the surrounding areas and its relationship to existing and proposed public infrastructure.
- (2) Construction drawings for all public improvements required by this LDO or as a condition of approval of an application under this LDO, shall be prepared by a qualified professional and shall be made in compliance with all standards and specifications of the Town and applicable utility and service providers.
- (3) All public improvements identified in the approved plans shall be constructed by the applicant at the applicant's expense unless the Town has agreed in writing to construct the improvement at its own expense.
- (4) All public improvements required by this LDO, or as a condition of approval of an application under this LDO shall conform to the requirements of this LDO and all applicable plans, policies, and regulations.
- (5) Subject to the provisions of Section 13.03.030(h)(6), *Requirements for conditions of approval*, other reasonable improvements not specifically mentioned in this Section 13.03.050(b) and found necessary by the Town Council, shall be constructed at the developer's expense within such time and in conformance with such specifications.

(c) Agreements.**(1) Subdivision Agreement.**

- a. The Subdivision Agreement shall be on a standardized form approved by the Town Council.
- b. No Subdivision Plat requiring public improvements shall be recorded until the applicant has submitted an approved and executed Subdivision Agreement and deposit or financial guarantee.
- c. The applicant shall provide the Town with an itemized estimate of the cost of required public improvements.
- d. The Town shall review the Subdivision Agreement and the cost estimates and require changes as necessary to complete the required improvements.
- e. The applicant shall provide a deposit or financial guarantee based on the cost to complete the required improvements, as determined by the Town.

(2) Development Agreement.

- a. No Site Plan requiring public improvements shall be approved until the applicant has submitted an approved and executed Development Agreement and deposit or financial guarantee.
- b. The Development Agreement shall be on a standardized form approved by the Town Council.
- c. The applicant shall provide the Town with an itemized estimate of the cost of required public improvements.
- d. The Town shall review the Development Agreement and the cost estimates and require changes as necessary to complete the required improvements.
- e. The applicant shall provide a deposit or financial guarantee based on the cost to complete the required improvements, as determined by the Town.

(3) Site completion agreement.

- a. **Applicability.** This Section 13.03.050(c)(3) shall apply to the following, which are referred to as "site completion improvements."
 - 1. Public or private improvements that are not subject to a Subdivision or Development Agreement and where the property owner does not satisfy all of the requirements contained within the Site Plan approval;
 - 2. Elements of an approved Site Plan that have not been completed or are unable to be completed due to weather. This shall not apply to items that are required to be completed for life safety or public infrastructure;
 - 3. Improvements related to grading, drainage, soil erosion, or sediment control required by this LDO for a single-family detached dwelling or duplex dwelling development (a grade certificate is required prior to TCO or CO for all development); and
 - 4. Actions required by Section 13.08.130(a)(5)a, *Restoration of rights-of-way*, related to construction activities and their disruption of rights-of-way.
- b. **Deposit and agreement required.** Where Subsection a applies, the Town may issue a temporary Certificate of Occupancy subject to satisfaction of the following requirements:
 - 1. **Single-family detached and duplex dwellings.**
 - a) For each lot that contains or is intended to contain a single-family detached or duplex dwelling, the lot owner shall deposit with the Town funds to ensure that the requirements of Section 13.08.130(a)(5)a, *Restoration of rights-of-way*, as applicable, are satisfied no later than the time required by the Site Completion Agreement. The required deposit may instead be

made by a builder or person with a contract or option to purchase the lot if that individual or entity signs the related agreement required by Subsection c). below.

- b) The deposit required by Subsection a) shall comply with Section 13.03.050(d)(1) below, except that in lieu of a deposit based on a cost estimate, the property owner may deposit \$5,000.00 per lot on which the requirements of Sections 13.08.060 and/or 13.08.130(a)(5)a have not been completed
- c) The individual or entity that makes the deposit required by Subsection a) above shall sign a Site Completion Agreement, requiring that individual to complete the site completion improvements within 180 days or by June 1st, whichever occurs first. For soil erosion and sediment control measures, the 180-day completion requirement may be extended to a reasonable period of time as determined by the Town's Designated Town Authority, as defined in the Roadway Design and Construction Criteria Manual.

2. All other residential, mixed-use, and nonresidential development.

- a) For each lot or parcel that contains or is intended to contain any development other than a single-family detached or duplex dwelling, the property owner shall deposit with the Town funds to ensure that the following improvements and actions are completed:
 - 1) Improvements required by this LDO or a Site Plan approval; and
 - 2) Actions required by Section 13.08.130(a)(5)a, *Restoration of rights-of-way*, related to construction activities and their disruption of rights-of-way.
- b) The required deposit shall comply with Section 13.03.050(d)(1).
- c) The Planning Director and/or Director of Engineering/Public Works may approve a phasing plan for site completion improvements for multifamily, mixed-use, and nonresidential development, based on the size and complexity of the development.
- d) The property owner shall sign a Site Completion Agreement requiring that the property owner complete all improvements required by Sections 13.08.050 and 13.08.130(a)(5)a, as applicable, within a reasonable period of time as determined by the Planning Director and/or Director of Engineering/Public Works and including or summarizing any phasing plan approved pursuant to Subsection c) above.

(d) Required financial security and release of financial security.

- (1) **Form of financial security.** Public and private improvements required by this LDO or by a condition attached to an approval under this LDO shall be secured by a financial guarantee in the form of cash or an irrevocable letter of credit, from a financial institution acceptable to the Town, and in a form approved by the Town Attorney in the amount of 110 percent of the total construction cost for the improvements based upon an estimate from a certified professional. The Town shall not accept financial security in any other form.
- (2) **Town's right to draw financial security.**
 - a. The Town shall have the right to draw on the financial security for the purpose of restoring and remediating any site disturbance and/or constructing or completing construction of any public improvements including landscaping.
 - b. In the event the Town draws on the financial security, neither the applicant nor their successors or assigns shall engage in any work on the site until new financial security is provided to the Town in the amount specified in Section 13.03.050(d)(1).

(3) Release of financial security. The Town shall release the financial guarantee as provided in the Subdivision Agreement, Development Agreement, or the Site Completion Agreement subject to the terms outlined within the agreement.

(4) Two-year warranty period (probationary acceptance).

- a. Once the public improvements outlined within the Subdivision Agreement, Development Agreement or Site Completion Agreement have been installed, inspected by the Town, and any deficiencies cured by the Developer, the Town will provide written probationary acceptance approval of these public improvements. Security in the amount of 20 percent of the total construction cost of the required public improvements, shall be deposited with the Town or retained by the Town prior to the release of the initial financial security. The purpose of this financial security is to warrant the public improvements against defects during a two-year warranty period following acceptance of the public improvements by the Town. If the Town determines that defects in construction of the improvements are present, the Town shall have the rights to draw on this remaining financial security as described in Subsection (2) above.
- b. The Town will not provide maintenance to these public improvements, excluding snow plow operations, during Probationary Acceptance. During the warranty period it is the responsibility of the developer to ensure that the public improvements are maintained in a manner to ensure the safety of any public users of the improvements.
- c. Community parks that will be owned and maintained by the Town shall be subject to the two-year warranty period. The Town will not provide maintenance to the community parks, except those provided within the agreement.
- d. Private landscape, streetscape, and park improvements are not subject to the two-year warranty, and the cost of such improvements shall not be included in the calculation of total construction costs in Subsection a. above.
- e. If the required Public Improvements have not been accepted in writing by the Town at the end of the two-year performance warranty period, an extension of the financial guarantee for the cost of the outstanding improvements shall be required, and the Town shall have the rights to draw on the original or extended financial security as described in Subsection (d)(2) above.

(5) Final acceptance.

- a. Prior to final acceptance of the public improvements, the Developer shall complete and submit to the Town an affidavit of compliance, in accordance with the Roadway Design and Construction Criteria Manual. This form is the developer's affirmation that the construction of public improvements was done in accordance with Town standards and using proper materials and workmanship. If deficiencies in the public improvements appear after final acceptance that can be attributed to improper materials or workmanship, it will be the responsibility of the Developer to cure those issues.
- b. After the two-year warranty period, the public improvements shall be inspected by the Town and any identified deficiencies shall be cured by the Developer. The public improvements will then be accepted in writing by the Town. All remaining security held by the Town will be released and the Town will take ownership and maintenance of these improvements.

(e) Permits.

(1) Single-family detached and duplex dwelling approvals.

- a. **Release of building permits.** Building Permits shall not be issued for single-family detached or duplex dwellings, except for model homes authorized in a Subdivision Agreement, until the Town provides

probationary acceptance of the Public Improvements in writing and the Town has determined that the subdivision has sufficient access and water to allow for adequate fire protection.

- b. Streetscape, landscape, and park improvements.** Streetscape, landscape, and park improvements may be installed after the Town provides probationary acceptance of the Public Improvements, subject to the following requirements:
 1. If the streetscape, landscape, and park improvements are required by a Subdivision Plat, and financial security for those improvements are addressed in a Subdivision Agreement, the provisions of that Agreement shall govern the financial security required and the terms under which such financial security will be reduced or released.
 2. The streetscape, landscape, and park improvements may be installed and the financial guarantee reduced as described in the Subdivision Agreement.
 3. The Town shall not inspect or approve streetscape/landscape improvements, or approve corresponding reductions in financial guarantees, between October 15 and May 15.

(2) All other residential, mixed-use, and nonresidential developments.

- a. Release of building permits.** The Town may issue Building Permits within the subdivision prior to probationary acceptance of the Public Improvements for single-family attached, multifamily, and nonresidential development if the property owner or developer has satisfied all of the following requirements:
 1. The Building Permit is in compliance with an approved Site Plan;
 2. The property owner has executed the Subdivision Agreement or Development Agreement, provided all applicable financial guarantees described in Section 13.03.050, and subject to any conditions outlined with the agreement; and
 3. The applicable fire protection agency, the Town, and water provider have determined that the development has sufficient access and water to allow for adequate fire protection.
- b. Streetscape, landscape, and park improvements.** Streetscape, landscape, and park improvements may be installed after the Town provides probationary acceptance of the Public Improvements, and before the issuance of any temporary or permanent Certificates of Occupancy, subject to the following requirements:
 1. If the streetscape, landscape, and park improvements are required by a Subdivision Plat, and financial security for those improvements are addressed in a Subdivision Agreement, the provisions of that Agreement shall govern the financial security required and the terms under which such financial security will be reduced or released.
 2. If the streetscape, landscape, and park improvements are required by a Site Plan or other development approval:
 - a)** The Town will not issue any Certificate of Occupancy, temporary or otherwise, for the property until the required improvements are completed; or
 - b)** The Town will issue a Temporary Certificate of Occupancy for the property if the applicant completes a Site Completion Agreement and provides the required financial security. Failure to remain in compliance with the terms of the Agreement may result in the revocation of the Temporary Certificate of Occupancy.
 3. The Town shall not inspect or approve streetscape/landscape improvements, or approve corresponding reductions in financial guarantees, between October 15 and May 15.

(f) Failure to comply. Failure to comply with the requirements of this Section 13.03.050 may result in one or all of the following:

- a.** The Town may withhold a final Certificate of Occupancy for any lot or parcel covered by the Agreement.

- b.** The Town may withhold Certificates of Occupancy for other lots in the Town owned by the property owner that signed the Agreement.
- c.** The Town may withhold part or all of the deposit as necessary to cover the costs of remaining uncompleted work.
- d.** The Town may provide a part or all of the deposit to the lot owner who purchased it from the builder to complete the improvements, subject to the terms and conditions determined by the Town.
- e.** The Town may use the deposit or any related deposit to complete the site completion improvements.
- f.** In addition to the penalty provisions for violating any of the sections contained within Chapter 13.06, Chapter 13.07, and Chapter 13.08, any person who violates any of the provisions of this Section shall be guilty of a misdemeanor and, upon conviction thereof, shall subject to the financial penalties described in Section 13.01.080(b)(1), *Penalties*.

Chapter 13.04 Zoning Districts

13.04.010 Zoning districts, generally.

(a) Zoning districts established. The Town of Parker is divided into zoning districts as shown in Table 13.04.A below.

Table 13.04.A: Zoning Districts Established		
Label	District Name	LDO Section
Residential Districts		
SF1	Large-Lot Residential	13.04.020
SF2	Standard-Lot Residential	13.04.030
SF3	Small-Lot Residential	13.04.040
MF	Multifamily Residential	13.04.050
Mixed-Use Districts		
MN	Mixed-Use Neighborhood	13.04.060
MC	Mixed-Use Community	13.04.070
MR	Mixed-Use Regional	13.04.080
DE	Downtown East	13.04.090
DW	Downtown West	13.04.100
Commercial, Employment, and Industrial Districts		
C1	Neighborhood Commercial	13.04.110
C2	Corridor Commercial	13.04.120
OE	Office/Employment	13.04.130
LF	Light Industrial/Flex	13.04.140
LI	Light Industrial	13.04.150
Other Nonresidential and Special Purpose Districts		
AG	Agricultural	13.04.160
OS	Open Space	13.04.170
PF	Public Facilities	13.04.180
PD	Planned Development	13.04.190
Overlay Districts		
LI-O	Light Industrial Conservation Overlay	13.04.200(b)

(b) Official zoning map.

(1) Incorporation of map.

- a. The location and boundaries of the districts established by this LDO are shown on the Official Zoning Map for the Town of Parker, Colorado.
- b. The Official Zoning Map shall be maintained by the Community Development Department and shall be made available for review and inspection.

(2) Zoning district boundaries.

- a. Unless otherwise indicated, zoning district boundaries shall follow municipal corporation limits, section lines, lot lines, centerlines of public rights-of-way, or extensions of such lines.

- b. Ordinances amending zoning that are adopted by the Town Council shall control the boundaries and locations of the zoning districts. In the event a zoning district boundary is unclear, the official zoning district boundaries shall be determined by the Planning Director.
 - c. Any appeal of a Planning Director determination shall be heard by the Town Council rather than the Planning Commission, but shall otherwise be pursuant to Section 13.03.030(i)(3), *Appeals of decisions under the LDO*.
- (3) **Amendments to the official zoning map.** Changes to the boundaries of any zoning district requires an amendment to the Official Zoning Map pursuant to Section 13.03.040(n), *Rezoning*.
- (4) **Annexations.** Town zoning shall be adopted concurrently with annexation of any territory into the Town.
- (5) **Lands without zoning designation.** Any property located in the Town that does not have a specified zoning designation shall be reviewed by the Planning Director for the official designation. In cases where official designation is not clear, the official zoning of such property shall be deemed to be zoned AG until such time a Rezoning is approved to a designation other than the AG district.

(c) Organization of this chapter.

(1) Base zoning districts.

- a. **Content.** Sections 13.04.020 through 13.04.180 follow a common structure and format for each base zoning district within the Town of Parker. Each district begins with a purpose statement describing the intended character of the respective district, followed by the lot and building standards that apply to development within that district such as lot parameters, setbacks, and building height. Any other commonly referenced standards that may apply to that district are noted within each base zoning district; however, such lists and references are not to be construed as an exhaustive list of the full range of requirements of this LDO that may apply to a specific project.
- b. **Graphics.** Each base zoning district is accompanied by at least one graphic depicting how the lot and building standards apply to lots and building forms within the respective district. Such graphics and illustrations are intended to represent the general character of development within the district but are not intended to identify specific projects or locations within that district. The graphics and illustrations do not reflect all standards from the LDO that may apply to a project and are intentionally diagrammatic versus detailed. Where an illustration is inconsistent with the respective table of lot and building standards or other text within this LDO, the standards in the table and text shall govern. The master graphic showing the intent and general measurement features of the district graphics is included below:

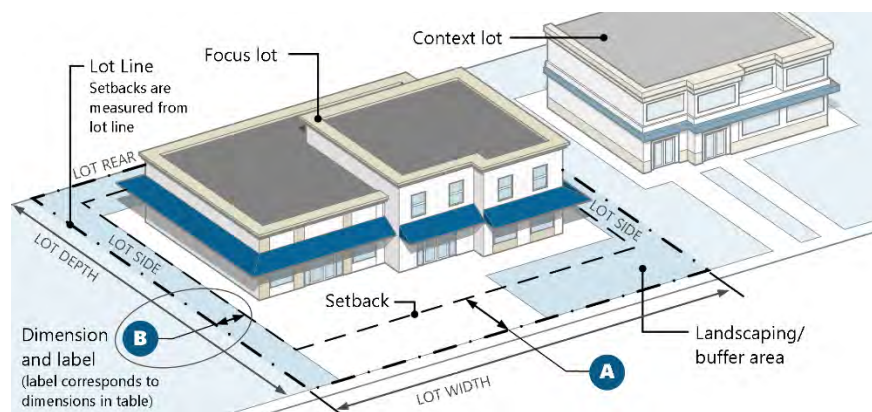


Figure 04.1 Exemplary Graphic for Zoning District Measurements

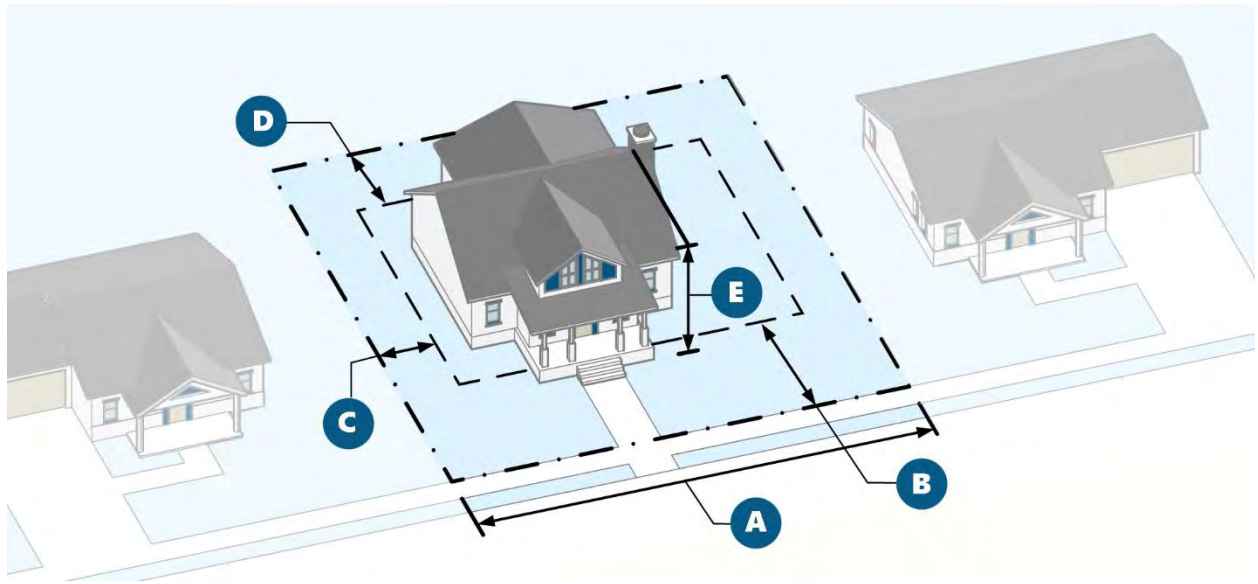
- (2) **Planned developments.** Planned Developments are zoning districts as described in Section 13.04.190.

(3) Overlay districts.

- a. Overlay zoning districts are established by amending the Official Zoning Map pursuant to Section 13.03.040(n), *Rezoning*. An overlay district is superimposed over one or more underlying base zoning

- districts or a planned development district. If the standards within an overlay district expressly conflict with the standards in the underlying base zoning district, planned development district, or another applicable overlay district, the overlay standards shall apply.
- b.** Section 13.04.200 identifies the overlay districts and establishes the purpose and applicable standards that modify the requirements of the underlying base zoning district or planned development district.
- (4) Summary tables of lot and building standards.** Section 13.04.210 summarizes the lot and building standards from the base zoning districts for purposes of cross-comparison. Should any standard within a summary table conflict with the standards included in the respective base zoning district, the standards within the base zoning district shall govern.
- (5) Measurements methodology.** Section 13.04.220 describes the methodology for measuring the various lot and building standards in this Chapter and specifies exceptions to those lot and building standards.

13.04.020 Large-lot residential (SF1).



(a) Purpose.

The SF1 district is intended to accommodate large-lot suburban development of primarily single-family detached homes, with limited nonresidential supporting community and educational uses. The SF1 district is the lowest density residential district, with higher densities considered provided the impacts are comparable to other uses allowed in the district.

(b) SF1 lot and building standards.

Lot Standards

	Lot size, minimum	8,000 sq. ft.
A	Lot width, minimum	80 feet
	Density, minimum	None

Setbacks (minimum)

B	Front	25 feet
C	Side	10 feet[1]
	Side, adjacent to street	None
D	Rear	15 feet[1]
	Building separation (side and rear)	None

Height (maximum)

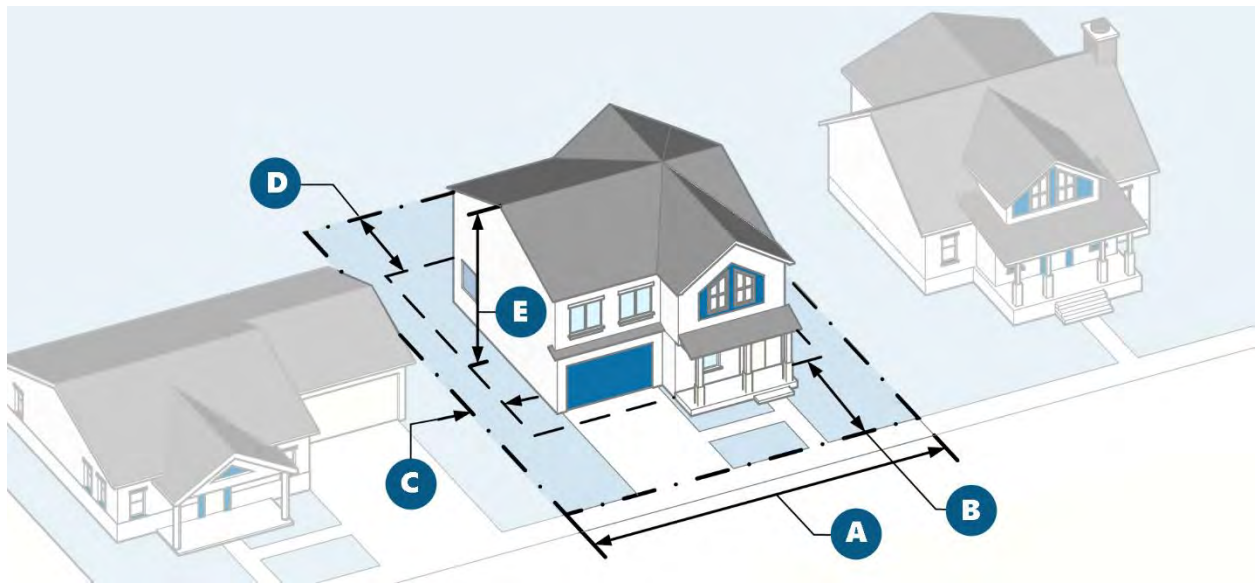
E	Building height	35 feet
----------	-----------------	---------

Notes:

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

(c) Additional standards. Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.030 Standard-lot residential (SF2).



(a) Purpose.

The SF2 district is intended to accommodate standard suburban lots with primarily single-family detached homes, integrated parks and open space, and limited nonresidential supporting community and educational uses. The SF2 district can serve as a transitional district between low-density districts and medium- to high-density residential, mixed-use, and nonresidential districts and uses. Higher densities for housing older adults may be considered provided the impacts are comparable to other uses allowed within the district.

(b) SF2 lot and building standards.

Lot Standards

	Lot size, minimum	5,000 sq. ft.
A	Lot width, minimum	55 feet
	Density, minimum	None

Setbacks (minimum)

B	Front	20 feet
C	Side	5 feet [1]
	Side, adjacent to street	10 feet [1]
D	Rear	15 feet [1]
	Building separation (side and rear)	None

Height (maximum)

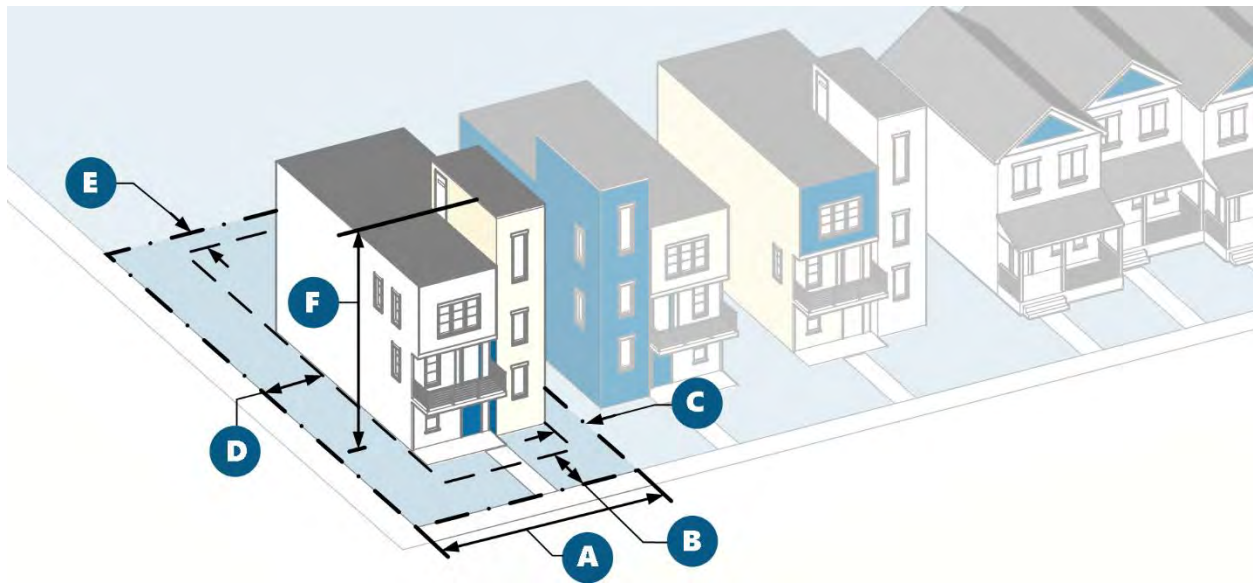
E	Building height	35 feet
----------	-----------------	---------

Notes:

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

(c) Additional standards. Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.040 Small-lot residential (SF3).



(a) Purpose.

The SF3 district is intended to allow a diverse housing stock (attached and detached) on individual lots in compact neighborhoods, or in cluster subdivision arrangements pursuant to Section 13.08.030(h), *Cluster developments*. This district accommodates medium- to high-density residential development, with limited nonresidential supporting community and educational uses. The SF3 district can serve as a transitional district between low- and medium-density residential and higher-density residential, mixed-use, or nonresidential districts and uses.

(b) SF3 lot and building standards.

Lot Standards	
Lot size, minimum	1,000 sq. ft.
A Lot width, minimum	22 feet
Density, minimum	None
Setbacks (minimum)[1]	
B Front, without garage	10 feet
Front, with front-facing garage	0 feet – See DDS
C Side	0 feet [2]
D Side, adjacent to street	10 feet [2]
E Rear	0 feet [2]
Building separation (side and rear)	10 feet
Height (maximum)	
F Building height	40 feet [3]

Notes:

[1] Setbacks are measured differently for single-family attached products. See measurements and exceptions in Section 13.04.210.

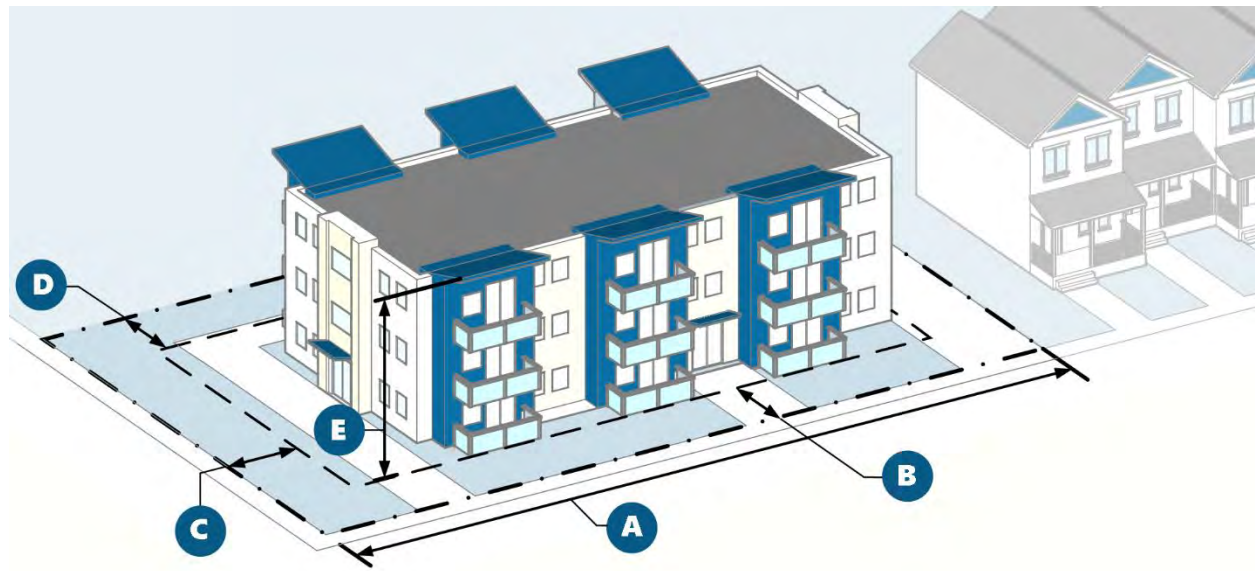
[2] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards.

- (1) Additional standards in the Development Design Standards may apply depending on use type.
- (2) Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.050 Multifamily residential (MF).



(a) Purpose.

The MF district is intended to accommodate areas for high-density residential development, including a variety of housing types such as single-family attached and vertically stacked units. This district includes limited nonresidential supporting community and educational uses and can serve as a transitional district to mixed-use and nonresidential districts where appropriate.

(b) MF lot and building standards.

Lot Standards	
Lot size, minimum	Single-family attached or duplex: 1,000 sq. ft. Other residential: 20,000 sq. ft. Nonresidential: 10,000 sq. ft.
A Lot width, minimum	Single-family attached or duplex: 22 feet Other residential: 55 feet Nonresidential: 100 feet
Density, minimum	10 du/ac
Setbacks (minimum)[1]	
B Front	Single-family attached or duplex: 0 feet Other Residential: 20 feet Nonresidential: 25 feet
C Side	Single-family attached or duplex: 0 feet Other residential or nonresidential: 15 feet [2]
Side, adjacent to street	Same as front setback [2]
D Rear	Single-family attached or duplex: 0 feet Other Residential: 15 feet [2] Nonresidential: 25 feet [2]
Building separation	10 feet
Height (maximum)	
E Building height	45 feet; 60 feet with Use by Special Review [3]

Notes:

[1] Setbacks are measured differently for single-family attached products. See measurements and exceptions in Section 13.04.220.

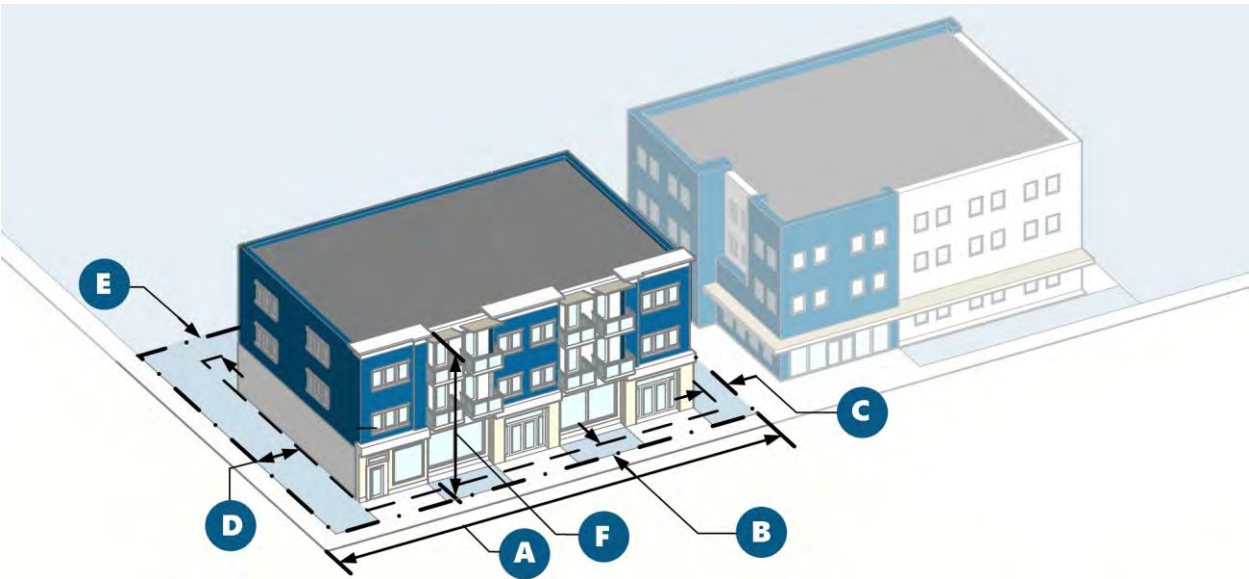
[2] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards.

- (1) Additional standards in the Development Design Standards may apply depending on use type.
- (2) Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.060 Mixed-use neighborhood (MN).



(a) Purpose.

The MN district is intended to accommodate a mix of housing types at varied densities and supporting neighborhood-centric commercial activities serving the needs of surrounding residents. The MN district is intended to include both vertical and horizontal mixed-use development and can serve as a transitional district between residential zoning districts and more intense commercial, mixed-use, and nonresidential districts and uses.

(b) MN lot and building standards.

Lot Standards		
	Lot size, minimum	Single-family attached or duplex: 1,000 sq. ft. Other residential or nonresidential: 7,000 sq. ft.
A	Lot width, minimum	Single-family attached or duplex: 22 feet Other residential or nonresidential: 35 feet
	Density	None
Setbacks		
B	Front, minimum	Single-family attached or duplex: 0 feet Other residential: 20 feet Nonresidential: 25 feet
	Front, maximum, nonresidential	15 feet
	Percentage of building front elevation required to meet maximum front setback on Mainstreet	None
C	Side, minimum	Single-family attached: 0 feet Other residential or nonresidential: 5 feet [1]
D	Side, adjacent to street, minimum	10 feet [1]
	Rear, with alley, minimum	None [1]
E	Rear, without alley, minimum	Single-family attached: 0 feet Other residential or nonresidential: 8 feet [1]
Height (maximum)		
F	Building height, maximum	35 feet;

	45 feet for vertical mixed-use building; Up to 60 feet with approval of a Use by Special Review [2]
Building height, minimum	None

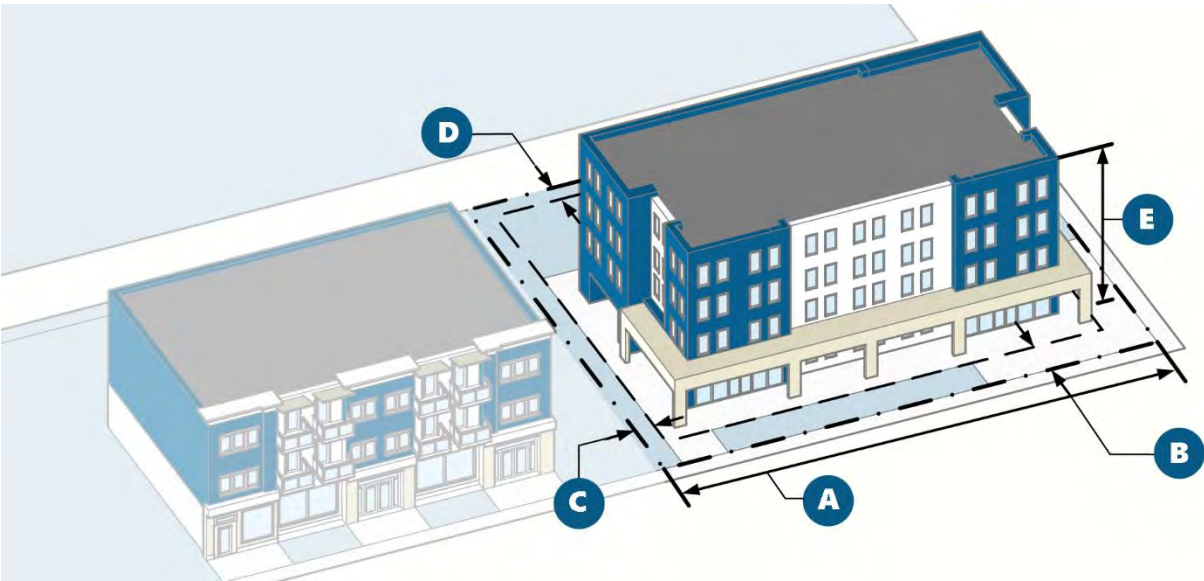
Notes:

- [1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.
- [2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards.

- (1) Additional standards in the Development Design Standards may apply depending on use type.
- (2) Residential uses within the MN District shall require Use by Special Review approval and be consistent with the Master Plan for nonresidential development.
- (3) Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.070 Mixed-use community (MC).



(a) Purpose.

The MC district is intended to accommodate a larger town-wide market area along central commercial character areas and community centers. The MC district includes a mix of residential and nonresidential uses at varied densities and intensities, with an emphasis on pedestrian-friendly design and active ground-floor uses, but the district may also accommodate limited auto-oriented uses. The MC district allows for both horizontal and vertical mixed-use.

(b) MC lot and building standards.

Lot standards	
Lot size, minimum	Single-family attached or duplex: 1,000 sq. ft. Other residential or nonresidential: 7,000 sq. ft.
Lot width, minimum	Single-family attached: 22 feet Other residential or nonresidential: 35 feet
Density, minimum	None
Setbacks	
A Front, minimum	Single-family attached or duplex: 0 feet Other residential: 20 feet Nonresidential: 25 feet
Front, maximum	None
Percentage of building front elevation required to meet maximum front setback on Mainstreet	None
B Side, minimum	Single-family attached: 0 feet Other residential or nonresidential: 5 feet [1]
Side, adjacent to street, minimum	10 feet [1]
C Rear, with alley, minimum	5 feet [1]
Rear, without alley, minimum	Single-family attached: 0 feet Other residential or nonresidential: 8 feet [1]
Height (maximum)	
D Building height	45 feet; Up to 60 feet with approval of a Use by Special Review [2]

Notes:

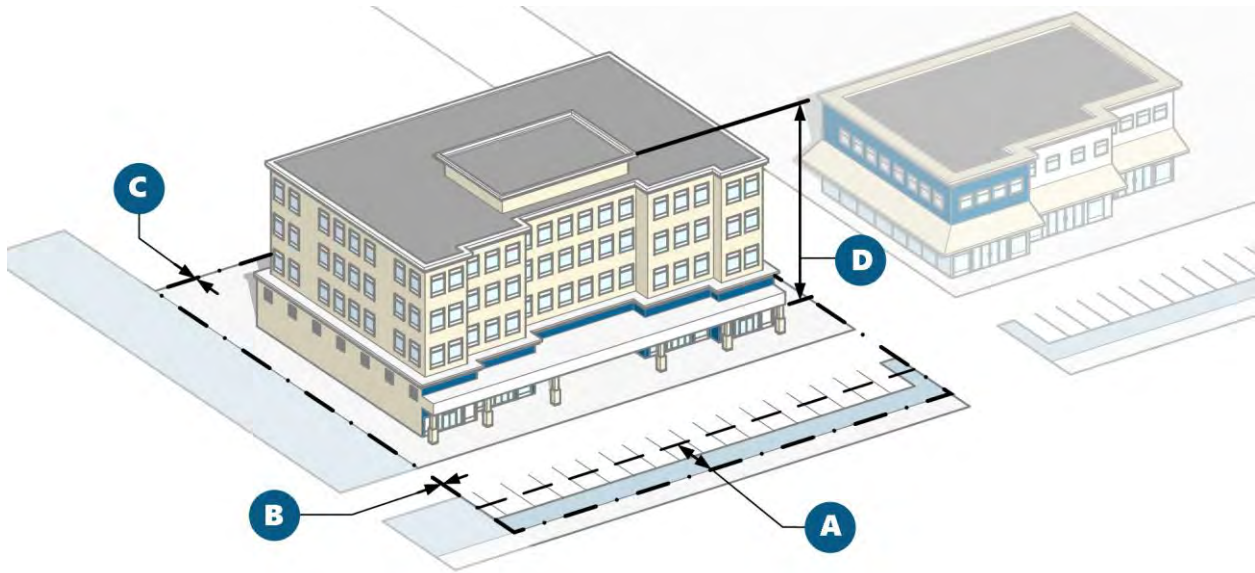
[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards.

- (1) Additional standards in the Development Design Standards may apply depending on use type.
- (2) Residential uses within the MC District shall require Use by Special Review approval and be consistent with the Master Plan for nonresidential development.
- (3) Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.080 Mixed-use regional (MR).



(a) Purpose.

The MR district is intended to accommodate regional destination retail, large-scale mixed-use development, and a variety of medium- to high-density residential development along E-470 at key intersections. Although the MR district accommodates automobile-convenience, the district emphasizes pedestrian-friendly design and active ground-floor uses, with a focus on high-quality site design and clear street organization for easy access and multi-modal mobility options.

(b) MR lot and building standards.

Lot Standards		
	Lot size, minimum	Single-family attached: 1,000 square feet Other residential or nonresidential: 7,000 square feet
	Lot width, minimum	Single-family attached: 22 feet Other residential or nonresidential: 35 feet
	Density, minimum	10 du/ac
Setbacks		
A	Front, minimum	Single-family attached or duplex: 0 feet Other residential: 20 feet Nonresidential: 25 feet
	From arterial roads	20 feet
	Front, maximum	None
	Percentage of building front elevation required to meet maximum front setback on Mainstreet	None
B	Side, minimum	None [2]
	Side, adjacent to street, minimum	None [2]
C	Rear, with alley, minimum	None [2]
	Rear, without alley, minimum	Single-family attached: 0 feet Other residential or nonresidential: 8 feet [1]
Height		
D	Building height, maximum	60 feet[3]
	Building height, minimum	None

Notes:

[1] Unless lesser or greater setback is required pursuant to specific roads as stated in this table. Front setback shall only apply to the

exterior perimeter of the larger development area, not to internal circulation streets.

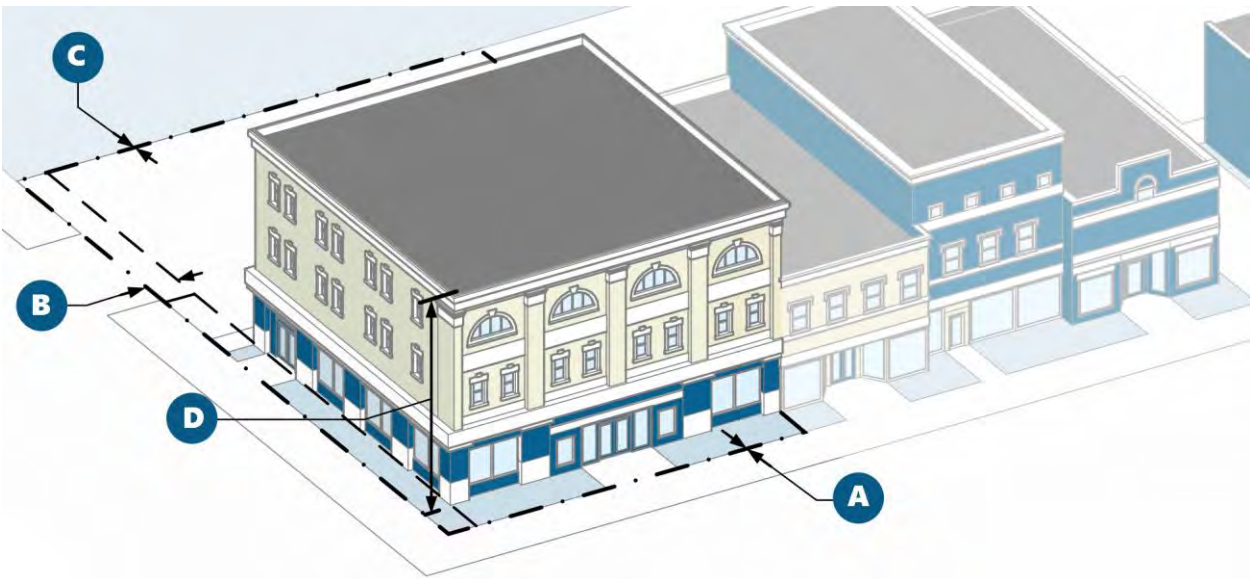
[2] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards.

- (1) Additional standards in the Development Design Standards may apply depending on use type.
- (2) Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.090 Downtown east (DE).



(a) Purpose.

The DE district is intended to maintain the walkable character of the downtown core that provides opportunities for art, entertainment, dining, business, and similar uses, as well as a variety of residential uses. The DE district creates a built environment that is in scale and character with pedestrian-oriented activities, pursuant to the Mainstreet Master Plan, and accommodates a diverse mix of development types that serve multiple mobility modes.

(b) DE lot and building standards.

Lot Standards	
Lot size, minimum	None
Lot width, minimum	None
Density	To be determined during the Site Plan process.
Setbacks	
A Front, minimum	None
From Parker Road, minimum	20 feet
Front, maximum	18 feet [1][2], except Parker Road
Percentage of building front elevation required to meet maximum front setback on Mainstreet	None
Side, Mainstreet, minimum	18 feet [2]
B Side, other streets, minimum	5 feet [2]
C Rear, with alley, minimum	None [2]
Rear, without alley, minimum	None [2]
Height	
D Building height, maximum	60 feet
Building height, Mainstreet, minimum	2 stories

Notes:

[1] Comprised of tree lawn, pedestrian walkway, and door swing area. May be relaxed to accommodate outdoor dining, plazas, or other pedestrian activities. See Section 13.04.220(d)(1)a for how to measure setbacks in the DE and DW zoning districts.

[2] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

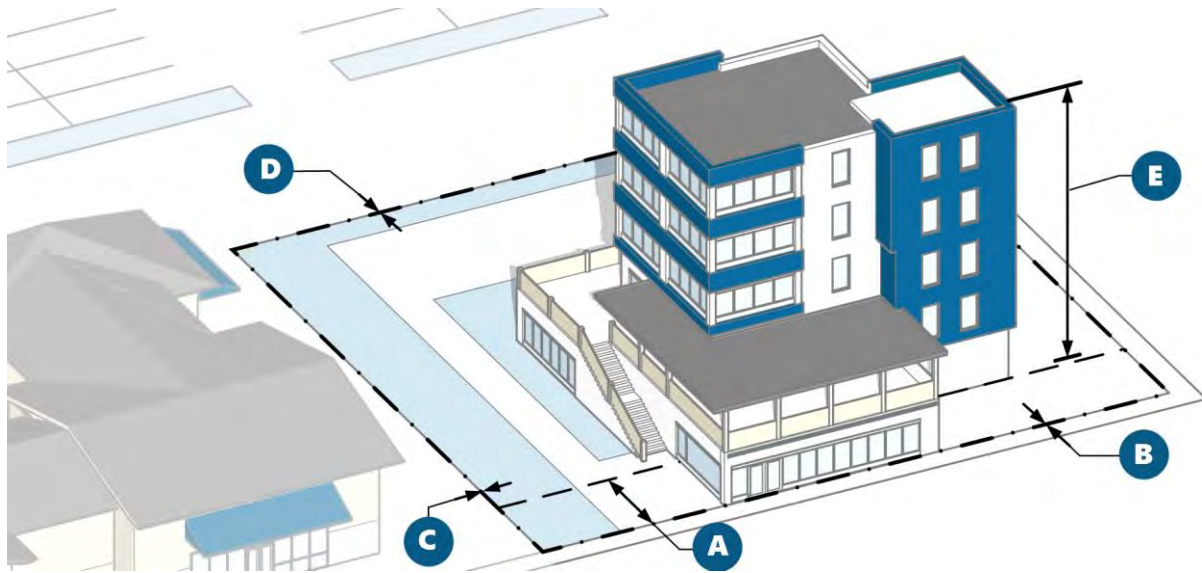
(c) Additional standards.**(1) Mainstreet standards.**

- a. All buildings adjacent to Mainstreet shall have a main entry on Mainstreet.
- b. At least 40 percent of the street frontage of each development parcel fronting on Mainstreet shall be bordered by plazas or buildings with façades located no more than 15 feet from the sidewalk.
- c. Where buildings are adjacent to a plaza with frontage on Mainstreet, they shall contain at least one of the following elements facing the plaza:
 - 1. Building entries or windows;
 - 2. Arcades;
 - 3. Outdoor seating areas or cafes; or
 - 4. Similar features that encourages pedestrian use of the plaza.
- d. No portion of a ground level frontage shall be occupied by storage, parking, or utility areas.
- e. Buildings on the southeast corner of Parker Road and Mainstreet shall be a minimum of three stories and a maximum of five stories.

(2) General standards.

- a. All buildings adjacent to streets other than Mainstreet shall have a main entry facing the primary roadway.
- b. Additional standards in the Development Design Standards may apply depending on use type.
- c. Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.100 Downtown west (DW).



(a) Purpose.

The DW district is intended to accommodate a mix of residential uses at varied densities supported by larger retail, office, dining, entertainment, and shopping opportunities focused on creating an active live, work, and play environment. The DW district creates a built environment that is pedestrian-oriented and accommodates a diverse mix of development types that serve multiple mobility modes.

(b) DW lot and building standards.

Residential Density		
	Lot size, minimum	None
	Lot width, minimum	None
	Density, maximum	To be determined during the Site Plan process.
Setbacks		
	Front, minimum	None
	From Parker Road	20 feet
A	Front, maximum	18 feet [1][2], except arterials and Parker Road
B	Percentage of building front elevation required to meet maximum front setback on Mainstreet	50 percent
C	Side, minimum	None [2]
	Side, minimum, adjacent to street	None [2]
D	Rear, with alley, minimum	None [2]
	Rear, without alley, minimum	None [2]
Height		
E	Building height, maximum	60 feet
	Building height, Mainstreet, minimum	2 stories

Notes:

[1] Comprised of tree lawn, pedestrian walkway, and door swing area. May be relaxed to accommodate outdoor dining, plazas, or other pedestrian activities. See Section 13.04.220(d)(1)a for how to measure setbacks in the DE and DW zoning districts.

[2] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

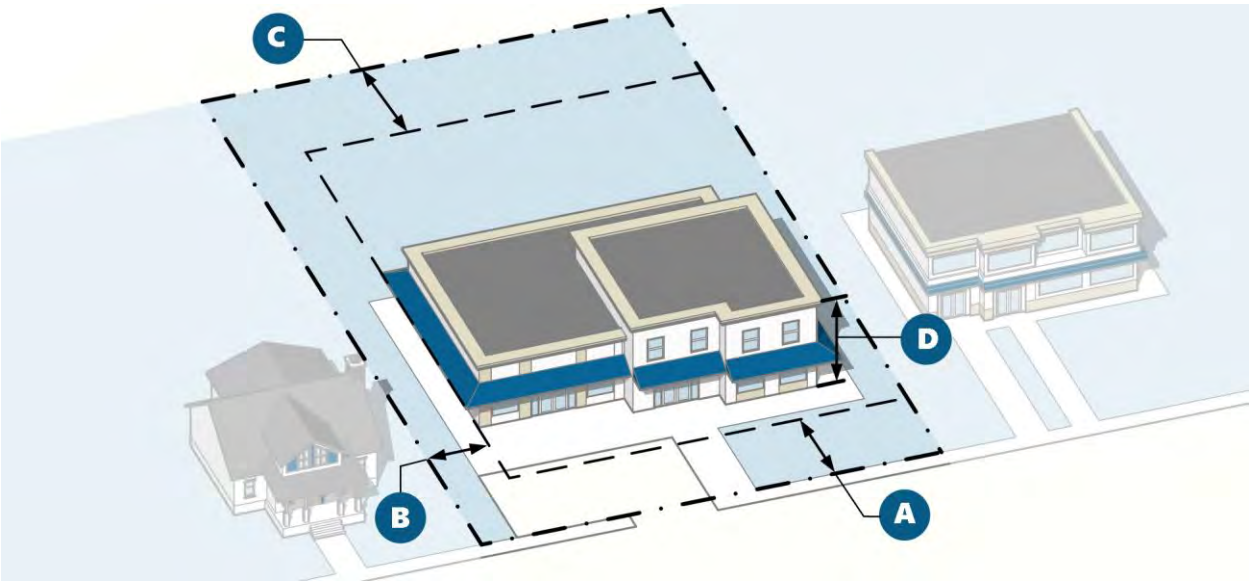
(c) Additional standards.**(1) Mainstreet standards.**

- a. All buildings adjacent to Mainstreet shall have a main entry on Mainstreet.
- b. At least 40 percent of the street frontage of each development parcel fronting on Mainstreet shall be bordered by plazas or buildings with façades located no more than 15 feet from the sidewalk.
- c. Where buildings are adjacent to a plaza with frontage on Mainstreet, they shall contain at least one of the following elements facing the plaza:
 1. Building entries or windows;
 2. Arcades;
 3. Outdoor seating areas or cafes; or
 4. Similar features that encourages pedestrian use of the plaza.
- d. Buildings on the northwest and southwest corners of Parker Road and Mainstreet shall be a minimum of three stories and a maximum of five stories.

(2) General Standards.

- a. All buildings adjacent to streets other than Mainstreet shall have a main entry facing the primary roadway.
- b. No portion of a ground level frontage shall be occupied by a storage or utility area.
- c. No more than 15 percent of the frontage of any site shall be occupied by off-street parking.
- d. Additional standards in the Development Design Standards may apply depending on use type.
- e. Additional residential design standards may apply pursuant to Section 13.08.100(c), *Residential design standards*.

13.04.110 Neighborhood commercial (C1).



(a) Purpose.

The C1 district is intended to accommodate businesses providing neighborhood-serving convenience retail and personal service uses that are compatible with adjacent residential uses. The C1 district typically provides for small-scale, pedestrian-friendly development that generates low or moderate automobile traffic. This district can serve as a transitional district between residential zoning districts and more intense commercial, mixed-use, and nonresidential districts and uses.

(b) C1 lot and building standards.

Setbacks (minimum)		
A	Front	15 feet
	Side	None [1][2]
B	Side, adjacent to street	15 feet [1][2]
C	Rear	25 feet [1][2]
Height (maximum)		
D	Building height	35 feet

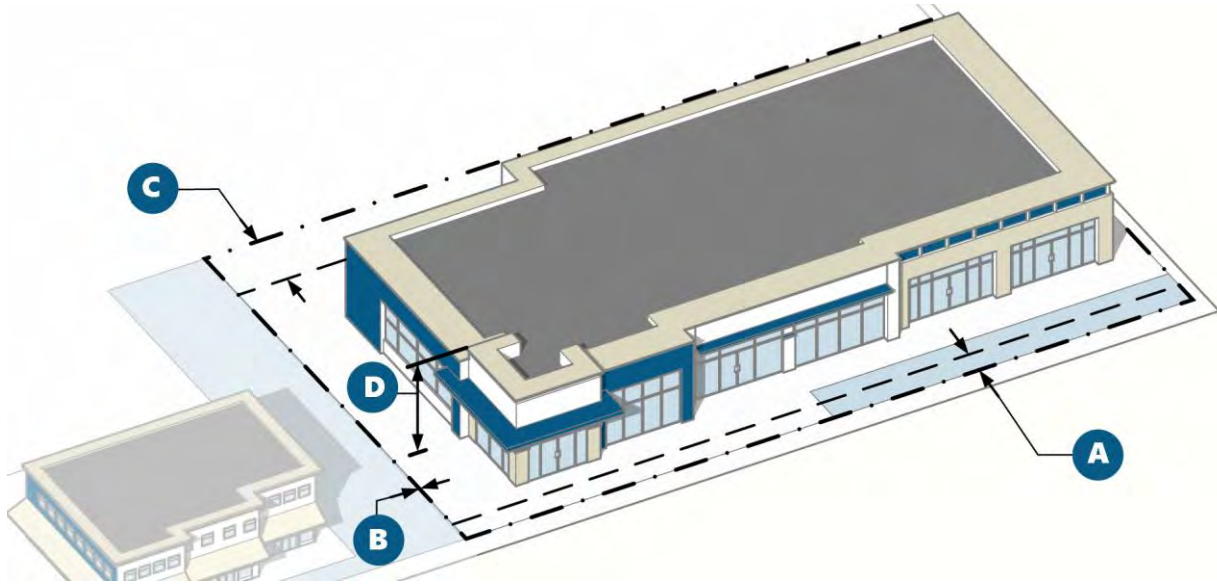
Notes:

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] Applies only to perimeter property lines; does not apply to internal site for developments with campus settings on multiple parcels.

(c) Additional standards. Additional standards in the Development Design Standards may apply depending on use type.

13.04.120 Corridor commercial (C2).



(a) Purpose.

The C2 district is intended to accommodate a wide variety of commercial activities and for convenience to residents in Parker and surrounding market areas. The C2 district may include some wholesale and minimal assembly and manufacturing activities.

(b) C2 lot and building standards.

Setbacks (minimum)

A	Front	10 feet
B	Side	None [1][2]
	Side, adjacent to street	None
C	Rear	10 feet [1][2]

Height (maximum)

D	Building height	45 feet [3]
----------	-----------------	-------------

Notes:

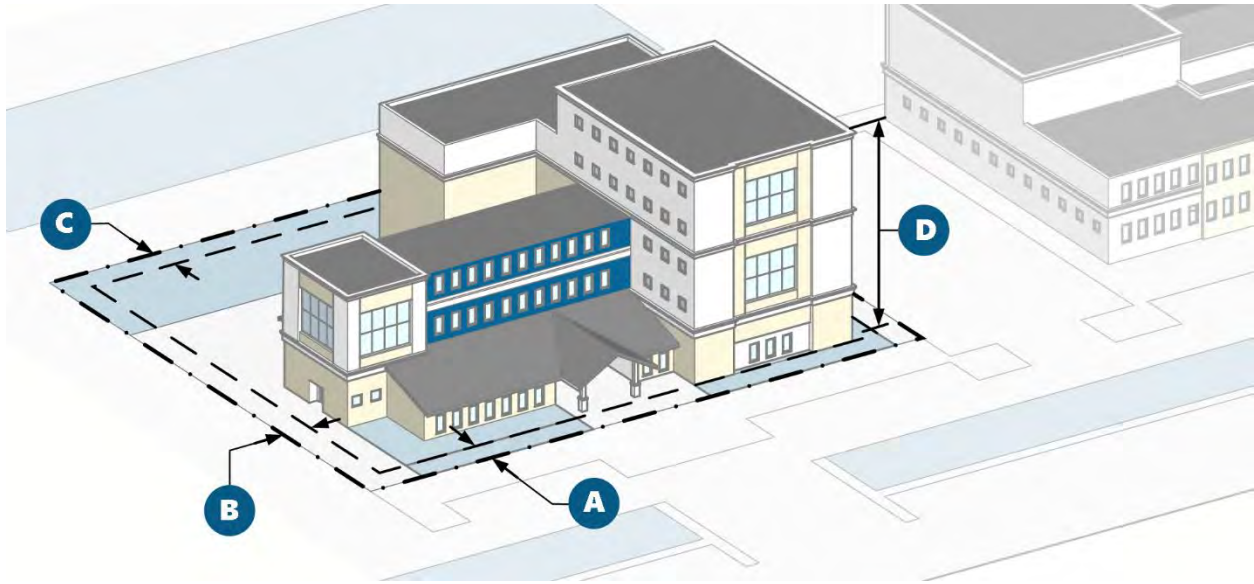
[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] Applies only to perimeter property lines; does not apply to internal site for developments with campus settings on multiple parcels.

[3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards. Additional standards in the Development Design Standards may apply depending on use type.

13.04.130 Office/employment (OE).



(a) Purpose.

The OE district is intended to accommodate employment centers with an emphasis on office and medical uses and office-supporting uses including service uses. The OE district can serve larger nonresidential areas near Highway E-470 and areas otherwise appropriate for employment designation.

(b) OE lot and building standards.

Setbacks (minimum)

A	Front	10 feet
B	Side	10 feet [1] [2]
	Side, adjacent to street	None
C	Rear	10 feet [1]
	Adjacent to E-470	50 feet

Height (maximum)

D	Building height	100 feet [3]
----------	-----------------	--------------

Notes:

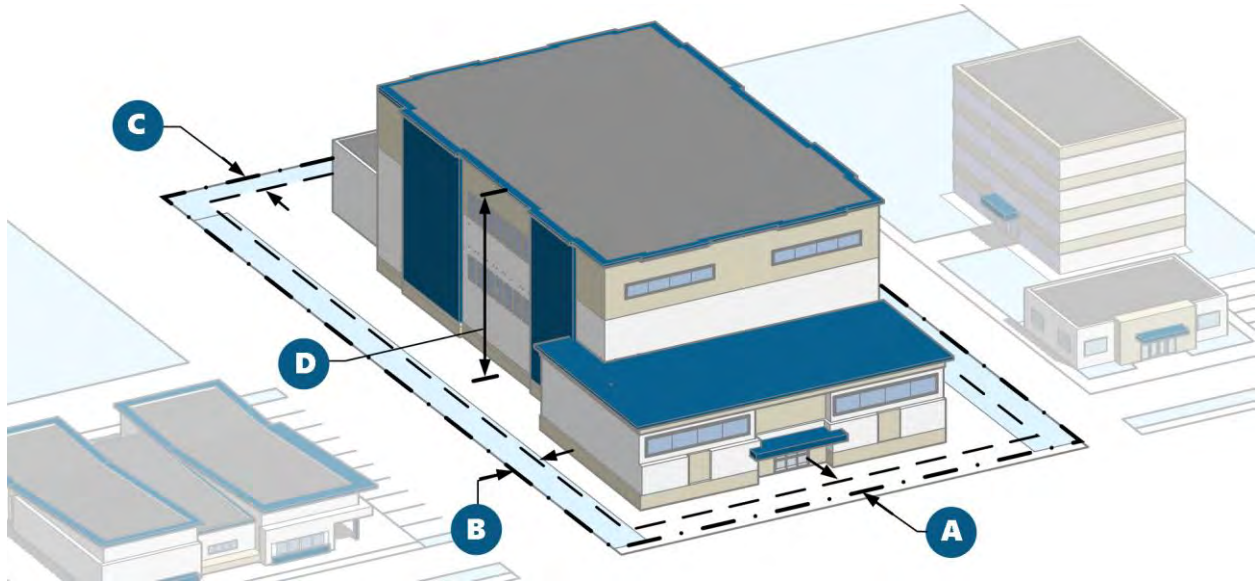
[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] Applies only to perimeter property lines; does not apply to internal site for developments with campus settings on multiple parcels.

[3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards. Additional standards in the Development Design Standards may apply depending on use type.

13.04.140 Light industrial flex (LF).



(a) Purpose.

The LF district is intended to accommodate a mix of employment uses with an emphasis on light industrial uses and supporting office, retail, and service uses. The LF district can accommodate a variety of large-scale employment and industrial developments along the E-470 corridor, and other areas appropriate for employment. Uses within the LF district are intended to be low impact in nature and are not intended to cause fumes, odor, noise, vibration, or other nuisance or adverse impacts that are detrimental to adjacent properties or land uses.

(b) LF lot and building standards.

Setbacks (minimum)

A	Front	10 feet
B	Side	10 feet [1]
	Side, adjacent to street	None
C	Rear	10 feet [1]
	Adjacent to E-470	50 feet

Height (maximum)

D	Building height	60 feet; 90 feet with Use by Special Review [2]
----------	-----------------	--

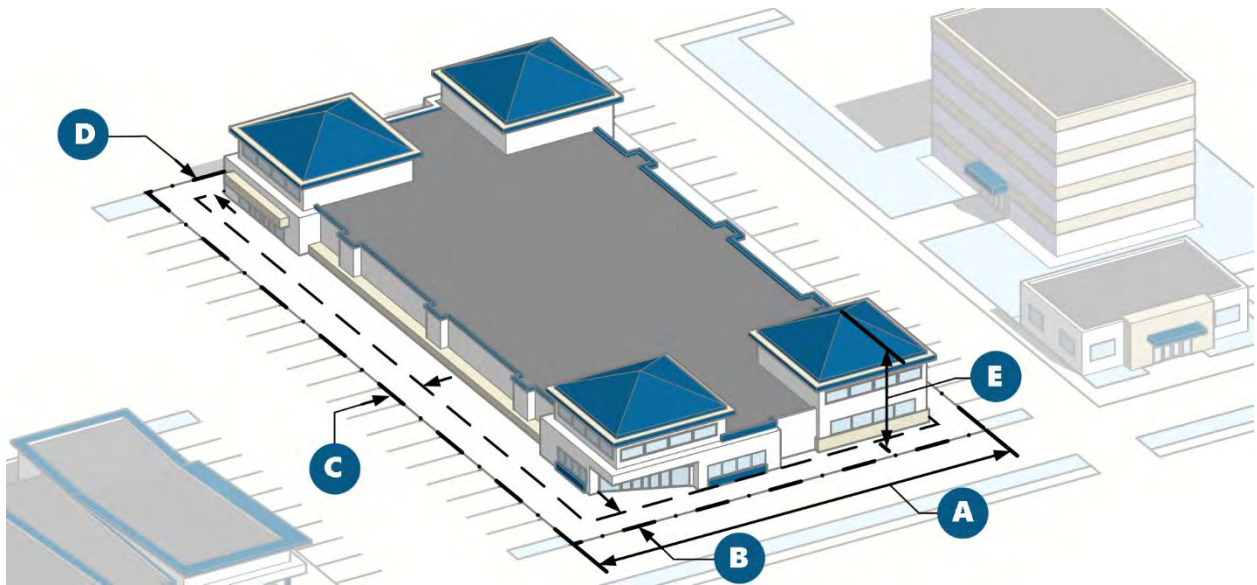
Notes:

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards. Additional standards in the Development Design Standards may apply depending on use type.

13.04.150 Light industrial (LI).



(a) Purpose.

The LI district is intended to accommodate a variety of nonresidential uses such as manufacturing, industrial services, heavy commercial uses, and uses with a similar character that create employment and economic output within the Town that contribute to Parker's sales and property tax base. Uses within the LI district are intended to be low impact in nature and are not intended to cause fumes, odor, noise, vibration, or other nuisance or adverse impacts that are detrimental to adjacent properties or land uses. LI zoning is appropriate in the Town's Light Industrial character area.

(b) LI lot and building standards.

Setbacks (minimum)

B	Front	10 feet
C	Side	10 feet [1]
	Side, adjacent to street	None
D	Rear	10 feet [1]

Height (maximum)

E	Building height	50 feet [2]
----------	-----------------	-------------

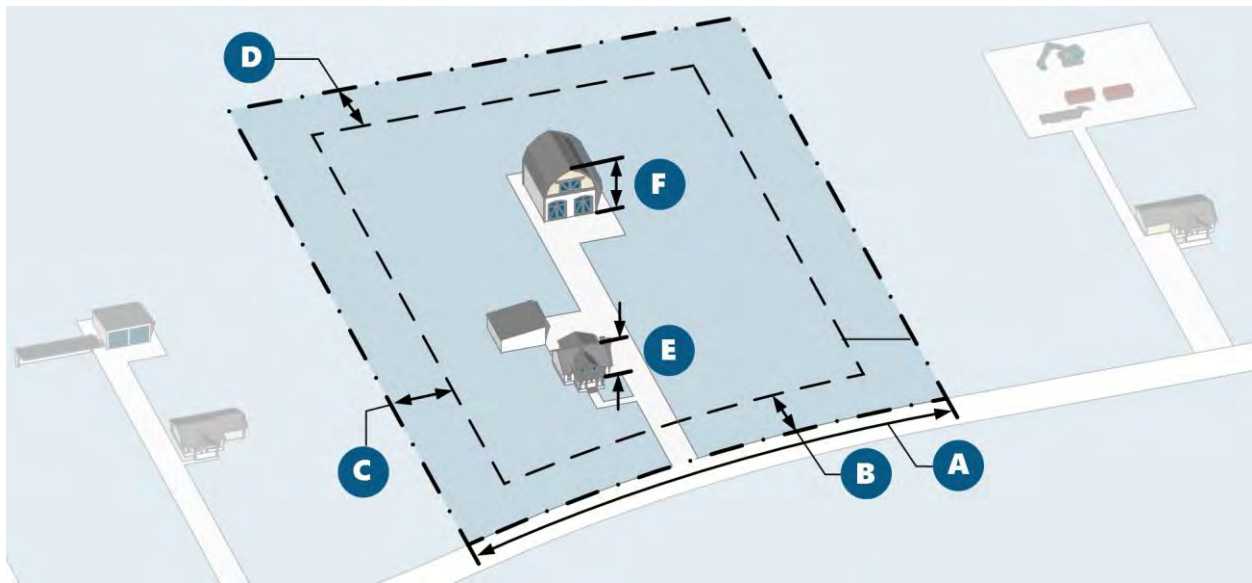
Notes:

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards. Additional standards in the Development Design Standards may apply depending on use type.

13.04.160 Agricultural (AG).



(a) Purpose.

The AG district is intended to allow general farming, grazing of livestock, agriculturally related uses, restricted nonagricultural uses, and areas that economically have agricultural value and are not yet ready for urban development. This district may also be used for recently annexed properties until appropriate zoning for development is approved by Town Council.

(b) AG lot and building standards.

Lot Standards

	Lot size, minimum	10 acres
A	Lot width, minimum	None

Setbacks (minimum)

B	Front	50 feet
C	Side	50 feet [1]
D	Rear	50 feet

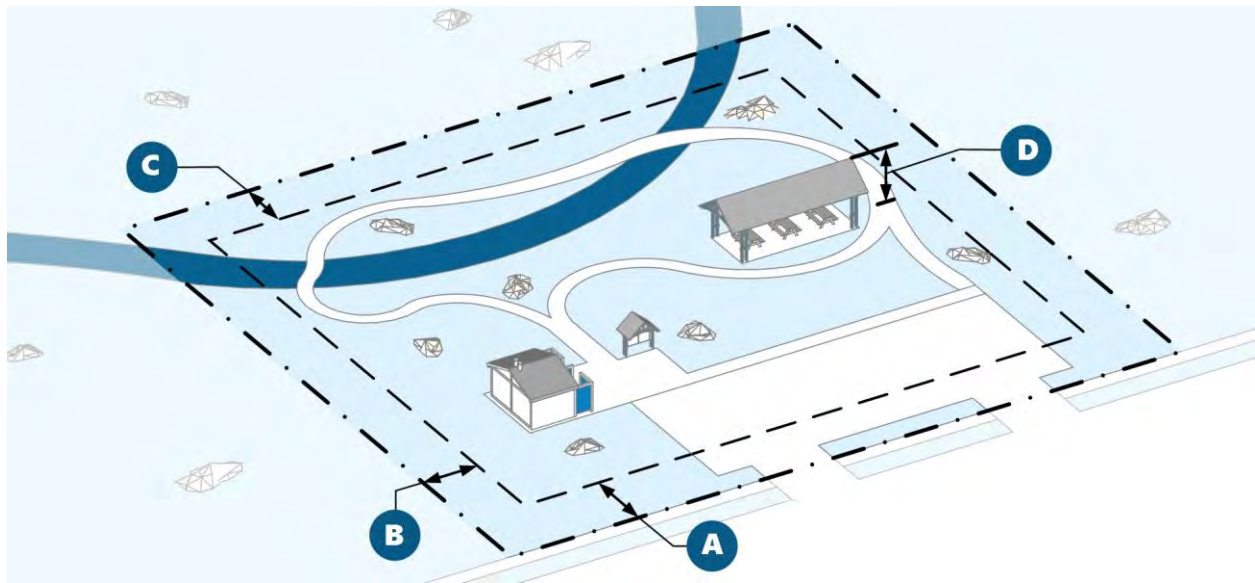
Height (maximum)

E	Building height, principal	35 feet
F	Building height, accessory	70 feet [2]

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

[2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

13.04.170 Open space (OS).



(a) Purpose.

The OS district is intended to preserve and protect Parker's natural environmental resources such as wildlife corridors and habitats; scenic viewsheds; cultural and historical areas and structures; and landmarks. The OS district also accommodates both limited active and passive outdoor recreation uses and activities. The OS district will provide buffers on zoning district boundaries adjacent to developed areas to maintain a separate identity for the Town.

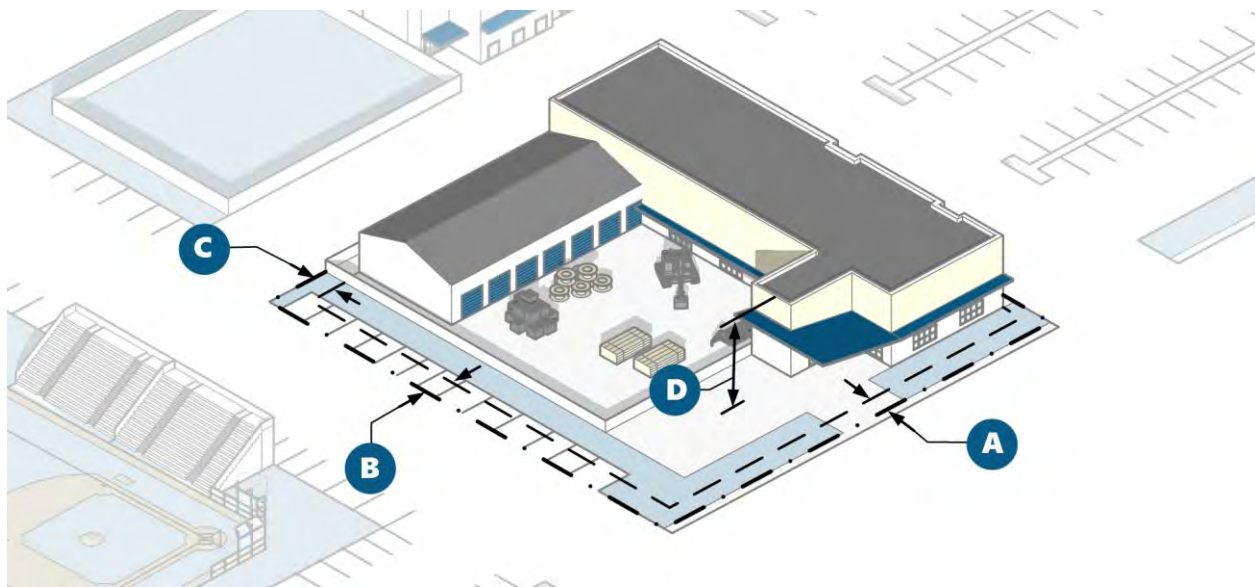
(b) OS lot and building standards.

Lot Standards		
	Lot size, minimum	1 acre
	Lot width, minimum	None
Setbacks (minimum)		
A	Front	25 feet
B	Side	20 feet [1]
C	Rear	20 feet [1]
Height (maximum)		
D	Building height, principal	25 feet
	Building height, accessory	Same as principal

Notes:

[1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.

13.04.180 Public facilities (PF).



(a) Purpose.

The PF district is intended to accommodate areas dedicated to, purchased, or generally acquired by a public or quasi-public entity beyond minor utilities located or operating within the jurisdiction of the Town. The PF district includes essential Town services and activities, with limited private supporting uses and activities. The PF district is intended to provide maximum flexibility for services associated with essential Town and community public services, including schools.

(b) PF lot and building standards.

Lot Standards	
Lot size, minimum	None
Lot width, minimum	None
Setbacks (minimum)	
A Front	10 feet
B Side	10 feet [1]
C Rear	10 feet [1]
Height (maximum)	
D Building height, principal	45 feet; 70 feet with Use by Special Review [2]
Building height, accessory	Same as principal

Notes:

- [1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than 35 feet shall be set back a minimum of 40 feet from each property line with a Protected Lot.
- [2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.

(c) Additional standards. Additional standards in the Development Design Standards may apply depending on use type.

13.04.190 Planned development (PD).

(a) Purpose. The PD district is intended to accommodate innovative development approaches and creative design that offers a higher level of amenities and public benefits that cannot be achieved through the strict application of the base zoning districts and standards of this LDO. PDs are intended to implement the Master Plan and may be appropriate for larger Master Planned communities. The Town Council of the Town of Parker finds that the Planned Unit Development Act of 1972 does not apply to the Town of Parker as a Colorado home rule municipality.

(b) General standards applicable to PDs.

- (1)** The minimum size requirement for establishing a new PD district shall be:
 - a.** 10 acres; or
 - b.** If the Planning Director determines that the proposed development is so unique that the proposed development cannot be accommodated by an adopted zoning district.
- (2)** Planned development districts are established by the Town's approval of a PD Rezoning pursuant to the procedures in Section 13.03.040(n). The PD procedure shall not be used when a Use by Special Review, Variance, Administrative Allowance, or Rezoning to a base zoning district could achieve a similar result.
- (3)** For areas zoned PD - planned development, the development plans and Development Guides incorporated into the ordinance establishing the zoning are incorporated into and made a part of this LDO. Whenever such guides or plans do not address a specific topic, situation, or issue, the provisions of this LDO apply.
- (4)** Any planned development shall submit a Development Guide that establishes the standards, variations, and requirements for the development that may diverge from the standards of the zoning regulations of the Town to the extent permitted by this Section 13.04.190. Those regulations established by the Development Guide and approved by the Town Council shall be recorded and used for development and review of the project.
- (5)** Planned developments and Development Guides shall not contain provisions that address parking requirements, sign control, landscaping, or parks and open space requirements, except that this Subsection shall not apply to the East Main Planned Development Guide. The provisions of this LDO shall control all existing planned developments in the Town with respect to parking, sign control, landscaping, parks, and open space.
- (6)** Setbacks and lot sizes required in the base zoning districts may be modified or varied through a PD. Such modifications shall be pursuant to the approved Development Guide for the proposed planned development.
- (7)** No area zoned PD may include a natural medicine business.

13.04.200 Overlay districts.

(a) General purpose of overlay districts. Overlay districts are superimposed over portions of one or more underlying base zoning districts to supplement generally applicable regulations with additional standards that address area-specific conditions, features, or impacts. Some overlay districts may include standards that modify or supersede standards applied elsewhere in this LDO.

(b) Light industrial conservation overlay district.

- (1) Purpose.** The purpose of the Light Industrial Conservation Overlay District is to ensure that land zoned Light Industrial (LI) District near the Town's commercial core and land used for light industrial uses in adjacent land zoned "Planned Development" ("PD") are used primarily for light industrial and similar uses that are consistent with the purpose of the LI District. Because light industrial land is in short supply in the Town and is unlikely to be significantly increased in the future, the need to reserve such areas for light industrial uses is necessary to maintain the diversity of land use and economic opportunities in the Town. Certain land uses,

such as uses that involve significant assemblies of the public or vulnerable populations, are generally incompatible with light industrial uses and are better suited for other locations in the Town.

(2) Applicability. The Light Industrial Conservation Overlay District shall apply to all qualifying parcels within the overlay district boundary as shown within that district on the map attached to Ordinance No. 3.01.100 and the Official Zoning Map.

(3) Restrictions on use. The following uses are prohibited:

- a. Religious assembly and associated schools in excess of 10,000 square feet;
- b. Assisted/independent living facilities, continuing care facilities, or hospitals;
- c. Private indoor recreation facilities in excess of 10,000 square feet;
- d. Adult arcade, cabaret, theater, and motion picture theater in excess of 10,000 square feet;
- e. Public and private schools, except accredited institutions of higher education and vocational schools in excess of 10,000 square feet; and
- f. Any use allowed in a PD that is similar to any of the above uses in terms of the size of the assembly or the vulnerability of the population to potential impacts from nearby light industrial uses, as determined by the Planning Director.

13.04.210 Summary tables of lot and building standards.

All development and redevelopment shall comply with the standards in the tables below based on the applicable zoning district unless another provision of this LDO provides an alternative standard for a particular use, layout, or development type. Sections of this LDO that may provide alternative standards include but are not limited to Section 13.05.030, *Use-specific standards*.

(a) Residential districts.

Table 13.04.B: Summary of Residential District Lot and Building Standards

Zoning District	SF1	SF2	SF3	MF
Lot Standards				
Lot size, minimum	8,000 square feet	5,000 square feet	1,000 square feet	Single-family attached or duplex: 1,000 square feet Other residential: 20,000 square feet Nonresidential: 10,000 square feet
Lot width, minimum	80 feet	55 feet	22 feet	Single-family attached or duplex: 22 feet Other residential: 55 feet Nonresidential: 100 feet
Density, minimum	None	None	None	10 dwelling units/acre
Setbacks (Minimum) [1]				
Front	25 feet	20 feet	Without garage: 0 feet With front-facing garage: 0 feet	Single-family attached or duplex: 0 feet Other residential: 20 feet Nonresidential: 25 feet
Side	10 feet [2]	5 feet [2]	0 feet [2]	Single-family attached or duplex: 0 feet Other residential or nonresidential: 15 feet [2]
Side, adjacent to street	None	10 feet [2]	10 feet [2]	Same as front setback [2]
Rear	15 feet [2]	15 feet [2]	0 feet [2]	Single-family attached or duplex: 0 feet Other residential: 15 feet [2] Nonresidential: 25 feet [2]
Building separation	None	None	10 feet	10 feet
Height (Maximum)				
Building height	35 feet	35 feet	40 feet [3]	45 feet; 60 feet with Use by Special Review [3]
Notes: [1] Setbacks are measured differently for single-family attached products. See measurements and exceptions in Section 13.04.220. [2] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot.				

Table 13.04.B: Summary of Residential District Lot and Building Standards

Zoning District	SF1	SF2	SF3	MF
[3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.				

(b) Mixed-use districts.**Table 13.04.C: Summary of Mixed-Use District Lot and Building Standards**

Zoning District	MN	MC	MR	DE	DW
Lot Standards					
Lot size, minimum	<i>Single-family attached or duplex:</i> 1,000 square feet <i>Other residential or nonresidential:</i> 7,000 square feet	<i>Single-family attached:</i> 1,000 square feet <i>Other residential or nonresidential:</i> 7,000 square feet	<i>Single-family attached:</i> 1,000 square feet <i>Other residential or nonresidential:</i> 7,000 square feet	None	None
Lot width, minimum	<i>Single-family attached or duplex:</i> 22 feet <i>Other residential or nonresidential:</i> 35 feet	<i>Single-family attached:</i> 22 feet <i>Other residential or nonresidential:</i> 35 feet	<i>Single-family attached:</i> 22 feet <i>Other residential or nonresidential:</i> 35 feet	None	None
Density	None	None	<i>Minimum:</i> 10 dwelling units/acre	To be determined during the Site Plan process	To be determined during the Site Plan process
Setbacks					
Front, minimum	<i>Single-family attached or duplex:</i> 0 feet <i>Other residential:</i> 20 feet <i>Nonresidential:</i> 25 feet	<i>Single-family attached or duplex:</i> 0 feet <i>Other residential:</i> 20 feet <i>Nonresidential:</i> 25 feet	<i>Single-family attached or duplex:</i> 0 feet <i>Other residential:</i> 20 feet <i>Nonresidential:</i> 25 feet <i>From arterial roads:</i> 20 feet	None <i>From Parker Road:</i> 20 feet	None <i>From Parker Road:</i> 20 feet
Front, maximum	<i>Nonresidential:</i> 15 feet	None	None	18 feet [2] [3], except Parker Road	18 feet [2] [3], except arterials and Parker Road
Percentage of building front elevation required to meet maximum front setback on Mainstreet	None	None	None	None	50 percent
Side, minimum	<i>Single-family attached:</i> 0 feet <i>Other residential or nonresidential:</i> 5 feet [3]	<i>Single-family attached:</i> 0 feet <i>Other residential or nonresidential:</i> 5 feet [3]	None [3]	None	None [3]
Side, minimum, adjacent to street	10 feet [3]	10 feet [3]	None [3]	<i>Mainstreet:</i> 18 feet [1] [3] <i>Other streets:</i> 5 feet [3]	None [3]
Rear, with alley, minimum	None [3]	5 feet [3]	None [3]	None [3]	None [3]

Table 13.04.C: Summary of Mixed-Use District Lot and Building Standards					
Zoning District	MN	MC	MR	DE	DW
Rear, without alley, minimum	Single-family attached: 0 feet Other residential or nonresidential: 8 feet [3]	Single-family attached: 0 feet Other residential or nonresidential: 8 feet [3]	None [3]	None [3]	None [3]
Height					
Building height, maximum	35 feet; 45 feet for vertical mixed-use building; Up to 60 feet with approval of a Use by Special Review [4]	45 feet; Up to 60 feet with approval of a Use by Special Review [4]	60 feet [4]	60 feet	60 feet
Building height, minimum	None	None	None	2 stories	2 stories
Notes: [1] Unless lesser or greater setback required pursuant to specific roads as stated in this table. Front setback shall only apply to the exterior perimeter of the larger development area, not to internal circulation streets. [2] Comprised of tree lawn, pedestrian walkway, and door swing area. May be relaxed to accommodate outdoor dining, plazas, or other pedestrian activities. See Section 13.04.220(d)(1)a for how to measure setbacks in the DE and DW zoning districts. [3] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot. [4] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.					

(c) Commercial, employment, and industrial districts.

Table 13.04.D: Summary of Commercial, Employment, and Industrial District Lot and Building Standards					
Zoning District	C1	C2	OE	LF	LI
Setbacks (minimum)					
Front	15 feet	10 feet	10 feet	10 feet	10 feet
Side	None [1] [2]	None [1] [2]	10 feet [1] [2]	10 feet [1]	10 feet [1]
Side, adjacent to street	15 feet [1] [2]	None [2]	None	None	None
Rear	25 feet [1] [2]	10 feet [1] [2]	10 feet [1] Adjacent to E-470: 50 feet	10 feet [1] Adjacent to E-470: 50 feet	10 feet [1]
Height					
Building height	35 feet	45 feet [3]	100 feet [3]	60 feet; 90 feet with Use by Special Review [3]	50 feet [3]
Notes: [1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot. [2] Applies only to perimeter property lines; does not apply to internal site for developments with campus settings on multiple parcels. [3] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.					

(d) Other Nonresidential and Special Purpose Districts

Table 13.04.E: Summary of Other Nonresidential and Special Purpose District Lot and Building Standards			
Zoning District	AG	OS	PF
Lot Standards			
Lot size, minimum	10 acres	1 acre	None
Lot width, minimum	None	None	None
Setbacks (Minimum)			
Front	50 feet	25 feet	10 feet
Side	50 feet [1]	20 feet [1]	10 feet [1]
Rear	50 feet	20 feet [1]	10 feet [1]
Height (Maximum)			
Building height, principal	35 feet	25 feet	45 feet; 70 feet with Use by Special Review [2]
Building height, accessory	70 feet [2]	Same as principal	Same as principal
Notes: [1] On Restricted Lots, buildings 35 feet tall or less shall be set back a minimum of 25 feet from each property line with a Protected Lot; and buildings taller than feet 35 shall be set back a minimum of 40 feet from each property line with a Protected Lot. [2] No portion of a building constructed on a Restricted Lot outside of the DE or DW zoning districts may exceed a maximum height of 35 feet within 50 feet of a Protected Lot.			

13.04.220 Measurement methodology.

(a) Purpose. The purpose of this Section 13.04.220 is to provide uniform requirements for measuring lot and building dimensional standards and to specify exceptions to those standards in this LDO.

(b) Density. Density shall be calculated by the number of dwelling units per acre within a proposed development site, excluding floodplains and steep slopes that restrict the surface use of the property.

(c) Lot standards.**(1) Measurements.**

- a. Lot area shall be calculated as the total horizontal square footage within the property lines of a lot, except for purposes of hillside development regulations where land area devoted to public or private rights-of-way (including access easements) is excluded from the total square footage.
- b. Lot coverage shall be calculated as the total square footage of those portions of a lot that are covered by principal and accessory enclosed structures, and by driveway surfaces that prevent the passage or absorption of water (including graveled driveways).
- c. Lot width shall be measured as the distance between the side lot lines at the front setback line.

(2) Minimum lot dimensions.

- a. No part of the area or width of a lot required for the purpose of complying with the provisions of this LDO shall be included as part of the area or width required for another lot.
- b. The minimum lot area and lot width requirements in this LDO shall not apply to public utility facilities. Area and width limitations for major facilities of a public utility or for water and sewer facilities shall be addressed in the Use by Special Review procedures contained in Sections 13.03.040(t) and 13.03.040(u), respectively.

(3) Number of buildings or uses per lot.

- a. No lot shall contain more dwellings than are permitted by the applicable zoning district and applicable annexation or Development Agreements.
- b. Multiple building may be permitted on a single lot if each building and associated site development complies with the lot and building standards and other development standards within this LDO.

(4) Lot width on irregular lots. The Planning Director may establish alternative methods for measuring lot width for properties with irregularly shaped lots based on unique circumstances or lot conditions.**(d) Setbacks.****(1) Measurements.**

- a. Front setbacks shall be measured as the distance or depth perpendicular from the front lot line to the nearest point of the structure or building, except in the DE zoning district where it shall be measured from the back of curb.
- b. Rear setbacks shall be measured as the distance or depth perpendicular from the rear lot line to the nearest point of the structure or building.
- c. Side interior setbacks shall be measured as the distance or depth perpendicular from a side lot line that is not adjacent to a street to the nearest point of the structure or building.
- d. Side street setbacks shall be measured as the distance or depth perpendicular from the side lot line that is adjacent to a street to the nearest point of the structure or building.
- e. No part of a setback area required for any building shall be included as a setback area for another building on a separate lot.

(2) Setbacks in larger developments.

- a. Unless otherwise stated in this Section 13.04.220(d), setbacks referred to in this LDO shall be measured as stated in the definitions in Chapter 13.02, *Rules of Language Construction and Definitions*.
- b. No part of a setback area required for any building shall be included as a setback area for another building on a separate lot.
- c. When multiple buildings are constructed on a single lot or as part of a larger development, the setbacks shall only apply along the perimeter of the site in relation to the lot lines. Setbacks do not apply to the frontages of buildings internal to the overall development site as they relate to internal circulation, tracts, or parcels created within the overall development site.

(3) Zero lot line configurations. Unless otherwise stated in this LDO, side-by-side configurations for single-family attached residential and for nonresidential buildings shall only be required to comply with the side setback for the applicable zoning district on the side of the residential unit or nonresidential building that does not share a common wall with an adjacent unit or building. Such configurations shall still be required to meet minimum front and rear setback requirements as applicable.**(4) Setbacks on double frontage lots.** In the case of double frontage lots, front setbacks shall be required on both frontages (see Figure 04.2).

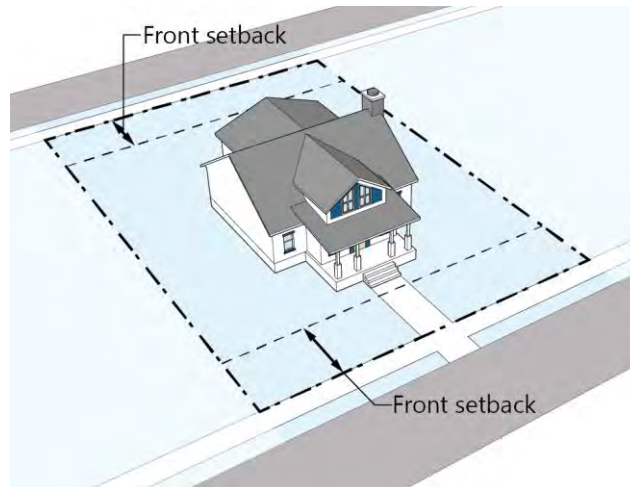


Figure 04.2 Example of a Double-Frontage Lot

(5) Setbacks on irregular lots. Structures on irregularly shaped lots shall comply with the following:

- a. On lots with multiple street frontages, except for corner lots, the front setbacks shall apply along each lot line adjacent to a street.
- b. On lots with multiple side and/or rear lot lines not adjacent to a street or public right-of-way, the front setback shall apply to any lot line adjacent to a street, the rear setback shall apply to the lot line farthest from the front lot line, and the side setback shall apply to any other lot line.
- c. A lot bounded by only three lot lines shall not have a rear lot line.
- d. The Planning Director may establish alternative setbacks for properties with irregularly shaped lots based on unique circumstances or lot conditions.

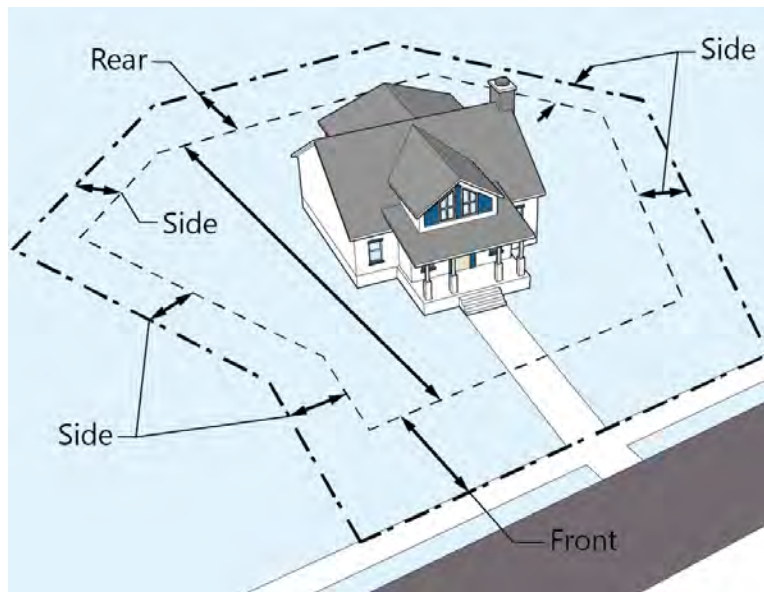


Figure 04.3 Example of Establishing Setbacks on an Irregular Lot

(6) Exceptions to setback standards.

- a. Setbacks do not apply to slabs, uncovered patios, walks, steps, fences, landscaping, freestanding walls. Certain features and improvements may encroach into required setbacks as specified in the table below.

Table 13.04.F: Authorized Exceptions to Setback Requirements	
Type of Exception	Extent of Exception
Cornices, canopies, eaves, fireplaces, wing walls, window wells, or similar architectural features	May extend into a required setback up to three feet, but no closer than two feet from the property line.
Fire escapes	May extend into a required side or rear setback up to six feet, but no closer than five feet from the property line.
Little Free Libraries	May extend into a required front or side setback by any amount.
Open, unenclosed, uncovered patios, decks, and porches at ground level and up to four feet above ground level	May extend into a required front or rear yard setback not more than six feet. All side yard requirements must be met.
Open, unenclosed, uncovered patios, decks, and porches greater than four feet above ground level	May extend into a required front or rear yard setback up to three feet. All side yard setback requirements must be met. Covered, enclosed patios, decks, and porches cannot encroach into a front or rear yard setback.
Mobility access ramps and lifts	Allowed as necessary upon written request to the Planning Director.

- b. No exceptions shall be allowed that would result in an encroachment into a utility easement unless the Town receives written approval by utility providers.
- c. No underground construction shall be allowed to encroach within designated easements or required setbacks from adjacent property lines without prior Town approval.

(e) Building height.

(1) Measurement.

- a. Unless otherwise stated in this Section 13.04.220(e), building height is the vertical distance from the grade to the highest point of the roof or parapet.
- b. Measurement of building height is based on the grade, which is the level of the earth at a specific location or at ground level. When used to calculate the maximum permitted height of a building, fence, or sign, grade means the average of the finished ground level measured at the center of each wall of the building, or the finished grade at the midpoint of a fence, or the finished grade at the highest point on the perimeter of a sign or sign support structure

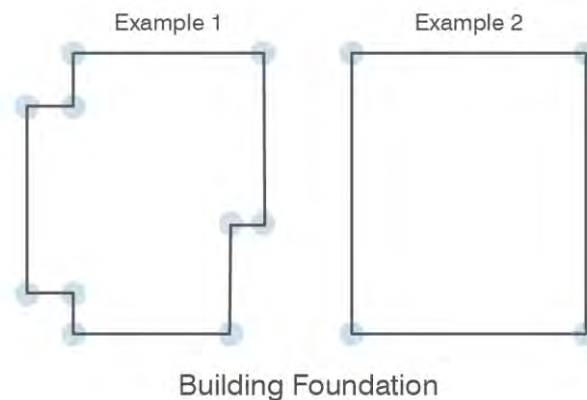


Figure 04.4 Average Elevation Taken from Foundation Corners

- c. It shall be unlawful to construct, build, establish, or continue to maintain any building, tree, smoke stack, chimney, flag pole, wires, tower, or other structure or appurtenance that may constitute a hazard or obstruction to the safe navigation, landing, and take-off of aircraft at a publicly used airport under the regulation of the appropriate United States Civil Aeronautics Authority, in compliance with Section 13.08.070, *Airport regulations*.

(2) Exceptions to height requirements.

- a. No building or part of a building shall exceed the maximum building height within any zoning district unless authorized in the table below or elsewhere in this LDO.

Table 13.04.G: Authorized Exceptions to Height Requirements	
Type of Exception	Extent of Exception
Amateur radio ("ham radio") antennas that are owned and operated by a federally licensed amateur radio station operator or are used exclusively for receive-only antennas, antennas or dishes used for reception of television, multi-channel video programming and radio such as over the air reception devices ("OTARD") antennas, television broadcast band antennas, and broadcast radio antenna	May extend above the maximum height requirement by a maximum amount equal to the distance to the nearest property line.
Architectural features such as pediments, clock towers, spires and domes associated with places of worship, belfries, cupolas, dormers, chimneys, skylights, and silos, not used for human occupancy.	May extend up to 20 feet or 20 percent above the maximum height limitation, whichever is less restrictive.
Mechanical equipment, ventilators, and required screening	May extend up to a maximum of 10 feet above the maximum height requirement, provided adequate screening per Section 13.08.090(m) is installed.
Rooftop solar equipment	May extend up to 7.5 feet above the maximum height requirement.

Chapter 13.05 Use Regulations

13.05.010 Purpose and organization of this chapter.

(a) Purpose. This chapter identifies the land uses allowed in Parker's zoning districts and establishes the standards that may apply to those uses to mitigate potential impacts and support unique characteristics.

(b) Organization.

- (1) Section 13.05.020, *Table of allowed uses*, lists the uses allowed by zoning district and provides cross-references to applicable use-specific standards.
- (2) Section 13.05.030, *Use-specific standards*, establishes the standards that apply to certain land uses.
- (3) Section 13.05.050, *Accessory uses and structures*, establishes the standards that apply to accessory uses and structures.
- (4) Section 13.05.060, *Temporary uses and structures*, establishes the standards that apply to temporary uses and structures.

13.05.020 Table of allowed uses. Table 13.05.A lists the uses allowed within base zoning districts. Each listed use is defined in Section 13.02.020.

(a) Explanation of use permission abbreviations.

- (1) **Uses permitted by right.** A "P" in a cell indicates that the use is permitted by right in the respective zoning district. Permitted uses are subject to all other applicable standards within the LDO.
- (2) **Use by Special Review required.** An "S" in a cell indicates that the use is only permitted in the respective zoning district with approval of a Use by Special Review pursuant to Section 13.03.040(s), 13.03.040(t), 13.03.040(u), or 13.03.040(w), as applicable, and subject to all other applicable standards within the LDO.
- (3) **Prohibited uses.** A blank cell indicates that the use is prohibited in the respective zoning district.
- (4) **Accessory uses.** An "A" in a cell indicates that the use is only permitted in the respective zoning district as an accessory use.
- (5) **Use-specific standards.** Regardless of whether a use is permitted by right or with approval of a Use by Special Review, specific standards may apply to that use. Those use-specific standards are identified and cross-referenced in the far-right column in Table 13.05.A. Uses that are subject to use-specific standards within a specific zoning district are demarcated with a "+" next to the level of permission ("P+", "S+", or "A+"). Those are noted for a matter of convenience only and are not regulatory. The text within the use-specific standards shall control.

(b) Use for other purposes prohibited. Approval of a use listed in Table 13.05.A and compliance with the applicable use-specific standards for that use, only authorizes that use. Buildings and structures shall not be erected, altered, or enlarged unless related to that use, and only then with necessary subsequent approvals. All other uses not specifically listed are prohibited unless the Planning Director has determined an appropriate use type for the unlisted use pursuant to the procedure below.

(c) Classification of new and unlisted uses. The following procedure shall apply if an application is submitted for a use that is not specifically listed in Table 13.05.A. Submission and approval of such an application shall be required prior to approval of any other permit or development approval associated with the use.

- (1) **Planning Director determination for unlisted uses.** When an applicant proposes an unlisted use, the Planning Director shall determine the appropriate designation of a specific use type by considering potential impacts of the use including the nature and compatibility of the use and whether it includes dwellings, sales,

processing, or storage; and typical operations, employment characteristics, nuisances, and requirements for public services and utilities.

(2) Uses and use-specific standards requiring a code text amendment. When and if the Planning Director determines that the proposed unlisted use cannot be applied to an existing appropriate use type, or that additional use-specific standards are necessary, then the Planning Director shall require a text amendment to the LDO pursuant to Section 13.03.040(i), *LDO amendment and adoption*.

(3) Appeal of Planning Director's determination. An appeal of the Planning Director's determination shall be made pursuant to the appeals procedures in Section 13.03.030(i)(3), *Appeals of decisions under the LDO*.

(d) Uses must be conducted on same parcel. All activities related to a principal permitted use or an approved principal special review uses must occur on a single parcel or on adjacent parcels in common ownership and in the same zoning district. No accessory use may occur on a parcel different from that containing the principal use to which it is accessory.

(e) Table of allowed uses.

(1) In Table 13.05.A below, land uses and activities are classified into general use categories, use subcategories, and specific use types based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services made, sold, or delivered, and site conditions. This classification provides a basis for assigning present and future land uses into appropriate zoning districts. This classification does not list every use or activity that may appropriately exist within each use category. The general use categories and subcategories are intended as an indexing tool only. For example, the general use category "Residential" contains two use subcategories "Household Living" and "Group Living." Specific use types such as "Dwelling, Duplex" and "Assisted or Independent Living Facility" are regulatory.

(2) Permitted uses, use by special review, and accessory uses in PD districts are not listed in Table 13.05.A: *Table of Allowed Uses*, but are those uses listed in the approved Development Guide for that PD.

Table 13.05.A: Table of Allowed Uses

P = permitted by right S = Use by Special Review required A = accessory use by right
blank cell = prohibited + = use-specific standards apply to that use in that zoning district

Zoning Districts	SF1	SF2	SF3	MF	MN	MC	MR	DE	DW	C1	C2	OE	LF	LI	AG	OS	PF	Use-Specific Standards (USS)
Residential																		
Household Living																		
Caretaker Residence							A			S	S			S	S+		S	13.05.050(d)(3)
Dwelling, Co-Housing			P+	P+	S+													13.05.030(c)(1)
Dwelling, Duplex			P	P														
Dwelling, Live/Work				P+	P+	P+	S+	S+	S+									13.05.030(c)(2)
Dwelling, Multifamily				P	S	S	S+	P+	P+									13.05.030(c)(3)
Dwelling, Single-Family Attached			P	P	S	S	S	P+	S									13.05.030(c)(4)
Dwelling, Single-Family Detached	P	P	P												P			13.05.030(c)(5)
Dwelling Unit, Accessory	Not permitted																	13.05.050(d)(1)
Home Occupation	A+	A+	A+	A+	A+	A+	A+	A+	A+						A+			13.05.050(d)(6)
Secondary Family Space	A+	A+	A+												A+			11.02.050 (Parker Municipal Code)
Group Living																		
Continuing Care Facility			S+	P+	S+	S+	S+		S+	S+		S+						13.05.030(c)(6)
Group Home	P+	P+	P+	P+											P+			13.05.030(c)(7)

Table 13.05.A: Table of Allowed Uses

P = permitted by right S = Use by Special Review required A = accessory use by right
blank cell = prohibited + = use-specific standards apply to that use in that zoning district

Zoning Districts	SF1	SF2	SF3	MF	MN	MC	MR	DE	DW	C1	C2	OE	LF	LI	AG	OS	PF	Use-Specific Standards (USS)
Group Residential Facility				P	S	S	S+	P+	P+									13.05.030(c)(7)
Public, Institutional, and Civic Uses																		
Community and Cultural Facilities																		
Cemetery															S		S	
Community Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+			P+					P	13.05.030(d)(1)
Daycare, Commercial	S+	S+	P+	P+	P+	P+	P+	S+	S+	P+	S+	P+	S+	A+				13.05.030(d)(2)
Daycare, Residential	P+	P+	P+	P+	P+	P+	P+	P+	P+						P+			13.05.030(d)(3)
Funeral Facility											S		S	S				
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public Safety Facility						P	P					P	P				P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+								13.05.030(d)(4)
Educational Facilities																		
School, College or University						P	P	P+	P+			P	P				P	13.05.030(d)(5)
School, Public or Private	P+	P+	P+	P+	S	S	S	S	P+			S	S				P	13.05.030(d)(6)
School, Vocational or Trade					P+	P+	P+	P+	P+	P+	P+	P+	P+	P+			P+	13.05.030(d)(7)
Healthcare Facilities																		
Hospital						S	P				P	P	S					
Medical or Dental Clinic					S	P	P	P+	P+	P	P	P	P					13.05.030(d)(8)
Commercial Uses																		
Agricultural and Animal Uses																		
Agriculture, General															P	P		
Agriculture, Urban	A+	A+	A+	A+	A+	A+	A+	A+	A+						A+	A+		13.05.050(d)(1)
Agritainment															P	S		
Kennel, Commercial						S+	S+				S+		S+	S+	S+			13.05.030(e)(1)
Natural Medicine Cultivation Facility														P+				13.05.030(e)(2)
Stable, Commercial															P+			13.05.030(e)(3)
Veterinary Clinic and Hospital						P+	S+			P+	P+		P+	S+	S+			13.05.030(e)(4)
Recreation and Entertainment																		
Indoor Recreation Facility					S+	P+	P+	P+	P+	P+	P+	P+	P+	P+			P+	13.05.030(e)(5)
Outdoor Recreation Facility				S+	S+	A+	A+			S+	S+							13.05.030(e)(6)
Food and Beverage Services																		
Bar and Lounge					P+	P+	P+	P+	P+	P+	P+	P+	S+					13.05.030(e)(7)
Microbrewery, Cidery, Distillery, or Winery					P+	P+	P+	P+	P+	P+	P+	P+	P+	S+				13.05.030(e)(8)
Restaurant					P	P	P	P	P	P	P	P	P	S				
Office, Business, and Professional Services																		
Administrative, Professional, and Government Office				A	P+	P	P	P+	P+	P	P	P	P	P			P	13.05.030(e)(9)
Automated Teller Machine					P+	P+	P+	P+	P+	P+	P+	P+	P+					13.05.030(e)(10)

Table 13.05.A: Table of Allowed Uses

P = permitted by right S = Use by Special Review required A = accessory use by right
blank cell = prohibited + = use-specific standards apply to that use in that zoning district

Zoning Districts	SF1	SF2	SF3	MF	MN	MC	MR	DE	DW	C1	C2	OE	LF	LI	AG	OS	PF	Use-Specific Standards (USS)
Financial Institution					P+	P+	P+	P+	P+	P+	P+	P+	P+					13.05.030(e)(11)
Research and Development							P				P	P	P	P				
Personal Services																		
Check-Cashing Establishment											P+			P+				13.05.030(e)(12)
Laundry Facility, Commercial					P+	P+	P+		P+	P+	P+		P+	P+				13.05.030(e)(13)
Laundry Facility, Self-Service					P+	P+	P+			P+	P+							13.05.030(e)(14)
Natural Medicine Healing Center										P+	P+							13.05.030(e)(2)
Personal Instruction or Studio					P+	P+	P+	P+	P+	P+	S+	P+	P+					13.05.030(e)(15)
Personal Services, General				A+	P+	P+	P+	P+	P+	P+	P+	P+	P+					13.05.030(e)(16)
Retail Sales																		
Building Materials and Supply Store						S+	P+				P+		P+	P+				13.05.030(e)(17)
General Retail, 10,000 Square Feet or Less				A+	P+	P	P	P	P	P	P	P	A	A				13.05.030(e)(18)
General Retail, More than 10,000 Square Feet					P	P	P	P+	P	P	P	P	A	A				13.05.030(e)(19)
Mobile Business	See Section 13.05.060(c)(3)																	
Nursery or Garden Supply Store							P+				P+			P+				13.05.030(e)(20)
Outdoor Sales and Display					A+	A+	A+	A+	A+	A+	A+		A+	A+				13.05.050(d)(7)
Pawnbroker														P+				13.05.030(e)(21)
Lodging Facilities																		
Bed and Breakfast				P+	P+	S+		P+	P+									13.05.030(e)(22)
Hotel/Motel					S	P	P	P	P	P	P	P	P					
Short-Term Rental																		
Transportation, Vehicles, and Equipment																		
Automotive Fuel Sales					P+	P+	P+				P+		P+	S+				13.05.030(e)(23)
Automotive Repair, Major											S+		P+	P+				13.05.030(e)(24)
Automotive Repair, Minor					S+	S+	S+				P+		P+	P+				13.05.030(e)(25)
Automotive Sales and Leasing, Heavy													P+	P+				13.05.030(e)(26)
Automotive Sales and Leasing, Light											P+		S					13.05.030(e)(27)
Car Wash					S+	S+	S+				P+		A+	A+				13.05.030(e)(28)
Drive-Through Facility						A+	A+		S+	A+	A+	A+						13.05.050(d)(4)
Electric Vehicle Charging Station	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	13.05.030(e)(29)
Equipment and Machinery Sales, Rental, and Repair							S+				P+		S+	P+				13.05.030(e)(30)
Parking Garage	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	13.05.030(e)(31)
Parking Lot	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	A+	13.05.030(e)(32)
Recreational Vehicle Sales, Rental, and Repair											S		P+	S				13.05.030(e)(33)
Transit Terminal or Station					P	P	P	P	P			P	S				P	
Sexually Oriented Businesses																		

Table 13.05.A: Table of Allowed Uses

P = permitted by right S = Use by Special Review required A = accessory use by right
blank cell = prohibited + = use-specific standards apply to that use in that zoning district

Zoning Districts	SF1	SF2	SF3	MF	MN	MC	MR	DE	DW	C1	C2	OE	LF	LI	AG	OS	PF	Use-Specific Standards (USS)
Sexually Oriented Business														P+				13.05.030(e)(34)
Industrial Uses																		
Manufacturing and Processing																		
Food and Beverage Processing						P+	P+	P+	P+	P+	P+		P+	P+				13.05.030(f)(1)
Industrial, General	Not permitted																	13.05.030(f)(2)
Industrial Hemp Processing											P+		P+	P+				13.05.030(f)(3)
Light Industrial													P+	P+				13.05.030(f)(4)
Mining and Extraction																	S	
Natural Medicine Products Manufacturer														P+				13.05.030(e)(2)
Natural Medicine Testing Facility														P+				13.05.030(e)(2)
Oil and Gas Operations	See Chapter 13.06																	
Storage and Distribution																		
Storage					A+	A+	A+	A+	A+	A+	A+	A+	A+	A+			A+	13.05.030(f)(5) and 13.05.050(d)(8)
Contractor Office													P+	P+				
Distribution Facility													P+	P+				13.05.030(f)(5) and 13.05.050(d)(9)
Self-Storage	Not permitted																	13.05.030(f)(5)
Public and Semi-Public Utility Uses																		
Utilities																		
Public Utility, Major	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	13.05.030(g)(1)
Public Utility, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Wireless Communications Facilities																		
Wireless Communications Facility	See standards in Section 13.05.040																	
Temporary Uses																		
Agricultural Product Stand	See standards in Section 13.05.060.																	
Carnival or Festival																		
Outdoor Market																		
Seasonal Sales																		
Temporary Structure																		

13.05.030 Use-specific standards.

(a) General standards.

- (1) All uses with use-specific standards are indicated in the right-hand column of Table 13.05.A.
- (2) Use-specific standards apply to all zoning districts unless otherwise stated.
- (3) Should any use-specific standards conflict with the standards in Chapter 13.08, *Development Standards*, these use-specific standards shall apply unless otherwise stated.
- (4) Any uses or activities requiring additional licensing through the Town or other local, state, or federal agency shall be required to obtain such required license and maintain it in good standing for the duration of the use or activity.
- (5) For uses with minimum distance requirements, the distance shall be measured from property line to property line, unless otherwise stated.

(b) Uses within Title 32 metropolitan districts.

- (1) **Purpose.** The purpose of the standards in this Subsection is to ensure that land and structures in existing and future metropolitan districts located in commercial and light industrial areas of the Town are used, reused, developed, or redeveloped in ways that maintain and protect the financial health of Title 32 metropolitan districts. By limiting development and redevelopment to land uses that generate property tax revenues, Title 32 Metropolitan Districts can finance, construct, and maintain infrastructure approved by the Town.
- (2) **Applicability.** This Section 13.05.030(b) shall apply to all parcels within the Town that:
 - a. Are zoned to allow commercial or light industrial uses; and
 - b. Are located within a Title 32 metropolitan district.
- (3) **Development requirements.**
 - a. **Renovation of existing structures.** An application for a Building Permit to renovate or make interior alterations to an existing structure that was previously occupied by a commercial or light industrial use shall only be approved for use or mix of uses that generate property tax revenues.
 - b. **Demolition and replacement of existing structures.** If an application is filed to demolish an existing structure with a gross floor area of 15,000 square feet or more in which 50 percent or more of the gross floor area was previously occupied by a use or mix of uses that generates property tax revenues, the demolition permit shall require that any principal structure later constructed on that parcel shall be entirely occupied by a use or mix of uses that generates property tax revenues.
 - c. **Initial development of vacant land.**
 1. **Annual payment.** For the remaining term of any Title 32 metropolitan district debt outstanding on January 1 of the year of initial development of vacant land, the total annual taxes and payments in lieu of taxes from land, structures and other development on that parcel shall equal or exceed the amount of property tax revenue due from that vacant parcel in the year prior to issuance of the initial Building Permit or occupancy approval; or
 2. **Lump sum payment.** As an alternative to the stream of annual payments due under Subsection 1 above, the applicant may make a lump sum payment prior to issuance of the building or occupancy permit equal to:
 - a) The property taxes received from the vacant property in the year prior to initial development; multiplied by the remaining number of years in the term of the Title 32 metropolitan district; and

- b) Discounted to its present value based on the average interest rate being paid by the Title 32 metropolitan district on its outstanding debt as of January 1 of the year of initial development of the parcel.
- (4) **Waiver.** The Town Council may waive or modify some or all of the requirements of Subsection (3) above if it makes a written finding that the waiver will not result in significant threat to the financial health of any approved Title 32 metropolitan district in which the property is located and will not significantly impair the ability of that Title 32 metropolitan district to repay any borrowing by that Title 32 metropolitan district to provide infrastructure.

(c) Residential uses.

(1) Dwelling, co-housing.

a. Design and layout.

1. The minimum project size for co-housing development is one acre.
2. Underlying zoning district lot and setback requirements shall apply to the project site boundaries as a whole, but not to individual co-housing dwelling pads.
3. Each co-housing building shall be separated by a minimum of five feet.

b. Operation and ownership.

1. Each co-housing dwelling unit shall be on a permanent foundation and shall connect to public water and sanitary sewer.
2. One accessory storage structure less than 100 square feet may be permitted for any unit part of a co-housing project approval.
3. One accessory storage structure less than 600 square feet may be permitted as a shared maintenance storage facility for the co-housing project. The structure shall be enclosed on all sides and separated from other structures by a minimum of three feet.
4. Access drives within a co-housing dwelling development shall be constructed to Town standards.

(2) Dwelling, live/work.

- a. Live/work dwellings shall only be established for nonresidential uses within the office, business, and professional services; personal services; and retail sales use categories pursuant to Table 13.05.A.
- b. The residential component of a live/work dwelling shall be located on upper stories or to the rear of nonresidential portions of the structure.
- c. The nonresidential use shall be owned by a resident of the live/work dwelling.

(3) Dwelling, multifamily.

- a. In the DE district, dwelling units are not permitted on the ground floor.
- b. In the DW district, multifamily dwellings are only permitted by right if the dwelling units are provided above ground floor as part of a vertically mixed-use building; otherwise, standalone multifamily developments shall require approval of a Use by Special Review.
- c. Dwelling, single-family attached. In the DE district, single-family attached dwellings shall not be located west of the intersection of Mainstreet and Pace Center Drive.

(4) Dwelling, single-family attached. In the DE district, single-family attached dwellings shall not be located west of the intersection of Mainstreet and Pace Center Drive.

(5) Dwelling, single-family detached. In all districts, single-family detached dwellings, including but not limited to manufactured homes, modular homes, and tiny homes, shall be mounted on a permanent foundation and shall be connected to all water, sewer, electric, and gas services made available by third party

utility providers serving the area, and all such mountings and connections shall comply with the adopted building code.

- (6) **Continuing care facility.** Continuing care facilities shall not be located within 250 feet from a hard corner unless approved by a Use by Special Review.

(7) **Group home and residential facility.**

a. Permit and licenses required.

1. Group homes and group residential facilities require approval of a group home or group residential facility permit following a neighborhood meeting as described in Subsection c below and subject to such conditions and safeguards imposed by the Town.
2. Group homes and group residential facilities shall provide proof of state licensure prior to issuance of a final Certificate of Occupancy. Failure to maintain the required state licensure may constitute a material change that invalidates a permit approval and any associated entitlements/permits.

b. Applicability.

1. These standards shall apply to those group homes that exceed the number of unrelated people living together as a single housekeeping unit pursuant to the definition of "family" as set forth in Section 13.02.020 of this LDO, as may be amended from time to time.
2. Unless otherwise provided by law, nothing in this Section 13.05.030(c)(7) shall be construed as authorizing a use that would violate the standards of the underlying residential zoning district including height, setbacks, area, lot coverage or external signage.
3. Group homes are to be regulated according to the facility's full number of intended residents without regard to temporary drops in occupancy due to start-up, vacancies, turn-over, or other temporary variations in occupancy, and the number of intended residents shall be determined according to the greater of the facility's number of beds or bedrooms.

c. Neighborhood meeting and limitations for permit approval.

1. Group home and group residential facility permit applications shall be considered by the Planning Director following a neighborhood meeting pursuant to Section 13.03.030(d).
2. All group home and group residential facility permits approved by the Town are nontransferable.
3. Permits shall be permitted for a duration of time specified by the Planning Director or until the land use changes or is terminated, whichever occurs first. Each use is subject to yearly review by the Community Development Department or as often as the Town Council deems appropriate to ensure compliance with the criteria set forth above and any stated conditions of approval.

d. Criteria for approval. In their review and approval of a permit for a group home or group residential facility, the Planning Director may apply conditions necessary to ensure that the group home or group residential facility:

1. Will be designed to be architecturally consistent with the residential character of the surrounding neighborhood;
2. Will be consistent with the Master Plan;
3. Will not require a level of community facilities and services greater than that which is available to single-family residential uses, such as, merely by way of example, commercial-sized waste receptacles, and more frequent waste disposal services;
4. Will not result in undue traffic congestion, parking congestion, or traffic hazards, including frequent commercial deliveries or other frequent traffic impacts distinct from those impacts otherwise caused by single-family residential uses;
5. Will not cause significant air, water, or other nuisance impacts;

6. Will be consistent with Town health, safety, and fire codes, including occupancy restrictions, and will not otherwise be detrimental to present or future inhabitants of the Town.

(d) Public, institutional, and civic uses.

(1) Community facility.

- a. In the SF1, SF2, SF3, and MF zoning districts, the site must front on and take access from an arterial or collector street (and not from a local street).
- b. In the DE and DW districts, a community facility:
 1. Shall not be located on a ground floor frontage on Mainstreet; and
 2. Shall not exceed 3,500 square feet if located on a ground floor frontage on a street other than Mainstreet, unless a larger size is approved through the Use by Special Review process.
- c. In the MN, MC, and MR districts, community facilities:
 1. Under 3,500 square feet are permitted in any location;
 2. Between 3,500 and 10,000 square feet shall not be located within 250 feet of an arterial road; and
 3. Larger than 10,000 square feet require a Use by Special Review.
- d. In the OE district, no community facility shall exceed 3,500 square feet in area.
- e. Community facility uses shall comply with the standards in Section 13.04.200(b), *Light industrial conservation overlay district* and 13.05.030(b), *Uses within Title 32 metropolitan districts*.

(2) Daycare, commercial.

- a. Daycares larger than 10,000 square feet shall not be located within 250 feet from a hard corner.
- b. Daycares shall provide adequate drop-off and pickup queuing on-site to avoid impacting adjacent properties or roadways.
- c. In the SF1, SF2, SF3, and MF districts, daycares shall not be located on a lot that is less than 30,000 square feet and shall provide a solid fence or wall, six feet in height, that encloses the rear or side yard used for playground purposes.
- d. In the MN, MC, MR, DE, DW, C1, and C2 districts, daycares shall not exceed 3,500 square feet and shall not be located within 250 feet from a hard corner.
- e. In the DE and DW districts, daycares shall not be located on the first floor along Mainstreet.
- f. In the LI district, daycares must be accessory to a permitted principal or approved Use by Special Review.

- (3) Daycare, residential.** A residential daycare meeting the definition of a "family child-care home," as defined by Section 26-6-102(4), C.R.S., shall be subject to compliance with the Parker Residential Code for One- and Two-Family Dwellings.

(4) Religious assembly.

- a. In the SF1, SF2, SF3, and MF zoning districts, the site must front on and take access from an arterial or collector street (and not from a local street).
- b. In the DE and DW districts, a religious assembly use:
 1. Shall not be located on a ground floor frontage on Mainstreet; and
 2. Shall not exceed 3,500 square feet if located on a ground floor frontage on a street other than Mainstreet, unless a larger size is approved through the Use by Special Review process.
- c. In the MN, MC, MR, and C1 districts, religious assemblies:

1. Under 3,500 square feet are permitted in any location;
 2. Between 3,500 and 10,000 square feet shall not be located within 250 feet of an arterial road; and
 3. Larger than 10,000 square feet require a Use by Special Review.
- d. Religious assembly uses shall comply with the standards in Section 13.04.200(b), *Light industrial conservation overlay district* and 13.05.030(b), *Uses within Title 32 metropolitan districts*.
- (5) School, college, or university.** In the DE and DW districts, a college or university larger than 15,000 square feet requires a Use by Special Review.
- (6) School, public or private.**
- a. Schools shall provide adequate drop-off and pickup queuing on-site to avoid impacting adjacent properties or roadways.
 - b. In the SF1, SF2, SF3, and MF districts:
 1. All principal buildings and accessory structures shall be located at least 50 feet from all property lines;
 2. At least two frontages on non-local streets shall be provided, or as determined to be feasible by the Director of Engineering/Public Works;
 3. No access shall be provided directly onto local streets; and
 4. Shall not be located within 250 feet of a hard corner.
 - c. In the DW district, a public or private school larger than 15,000 square feet requires a Use by Special Review.
- (7) School, vocational or trade.** Vocational or trade schools shall be limited to training for skilled career fields in which such career would be an allowed use type or activity in the underlying zoning district of the school.
- (8) Medical or dental clinic.** In the DE and DW zoning districts, medical or dental clinics shall not be located on the first floor adjacent to Mainstreet.

(e) Commercial uses.

(1) Kennel, commercial.

- a. All commercial kennels shall provide pet relief areas that do not interfere with any public right-of-way, easement, shared access, walkway, or other service area.
- b. In all zoning districts where commercial kennels are permitted, outdoor facilities are only permitted if:
 1. Such facilities are not closer than 150 feet from any residentially zoned property line, and 50 feet from any other property line;
 2. Adequate shelter from the elements is provided, including proper ventilation, heating, cooling, and lighting;
 3. Such facilities are only used between the hours of 7:00 a.m. and 7:00 p.m.;
 4. Such facilities are screened by a fence or wall at least six feet in height; and
 5. The property is maintained to the standards required by the Douglas County Health Department and other state and federal regulating agencies.

(2) Natural medicine businesses.

- a. Permitted locations.
 1. No natural medicine business that provides natural medicine services shall operate out of a building that is within 1,000 feet of a child care center; preschool; elementary, middle, junior or high school; or a residential child care facility.

2. No natural medicine business that provides natural medicine services shall operate out of a building that is within 1,000 feet of single-family dwellings, duplexes, or multiple-family dwellings.
 3. Subsections 1 and 2 above do not apply to a licensed facility located on land owned by the Town or the State of Colorado and do not apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or residential dwelling was constructed.
- b. Natural medicine healing centers and natural medicine businesses that provide natural medicine services shall only operate between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - c. All doorways, windows and other opening of natural medicine business buildings shall be located, covered, or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area, subject to the Development Design Standards. All activities of natural medicine businesses shall occur indoors.
 - d. Primary entrances, parking lots and exterior walkways shall be clearly illuminated with downward facing security lights to provide after-dark visibility for facilitators, participants, and employees, subject to Section 13.08.110, *Exterior lighting*.
 - e. All storage for natural medicine businesses shall be located within a permanent building and may not be located within a trailer, tent, or motor vehicle.
 - f. Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.
 - g. Natural medicine businesses shall provide secure disposal of natural medicine and natural medicine product remnants or by-products. Natural medicine and natural medicine product remnants or by-products shall not be placed within the facilities' exterior refuse container.
 - h. Processing of natural medicine:
 1. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
 2. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located or the exterior walls of the processing facility associated with the processing of natural medicine.
 3. The processing of natural medicine shall meet the requirements of all adopted Town building and life/safety codes.
 4. The processing of natural medicine shall meet all of the requirements of all adopted water and sewer regulations promulgated by the applicable water and sewer provider.
 - i. It is unlawful and deemed a nuisance under Chapter 6.01, *Nuisances*, of the Parker Municipal Code to dispose of, discharge out of or from, or permit to flow from any facility associated with natural medicine, any foul or noxious liquid or substance of any kind whatsoever, including, without limitation, by-products of the natural medicine process, into or upon any adjacent ground or lot, into any street, alley or public place, or into any municipal storm sewer and/or system in the Town.
- (3) Stable, commercial.**
- a. Commercial stable facilities shall be located at least 150 feet from abutting residentially zoned property lines; and
 - b. All outdoor storage areas shall be concealed by a solid fence at least six feet in height.

(4) Veterinary clinic and hospital. Outdoor facilities associated with a veterinary clinic or hospital shall comply with the following standards:

- a. Buildings and areas for animal care shall be located at least 150 feet from abutting residentially zoned property line and shall not interfere with any public right-of-way, easement, shared access, walkway, or other service area.

(5) Indoor recreation facility.

- a. Indoor recreation facility uses shall be conducted entirely within an enclosed building.
- b. In the DE and DW districts, an indoor recreation facility use:
 - 1. Shall not be located on a ground floor frontage on Mainstreet; and
 - 2. Shall not exceed 3,500 square feet if located on a ground floor frontage on a street other than Mainstreet, unless a larger size is approved through the Use by Special Review process.
- c. In the MN, MC, MR, C1, and C2 districts, indoor recreation facilities:
 - 1. Under 3,500 square feet are permitted in any location;
 - 2. Between 3,500 and 10,000 square feet shall not be located within 250 feet of an arterial road; and
 - 3. Larger than 10,000 square feet require a Use by Special Review.
- d. In the OE, LF, and LI districts, no indoor recreation facility shall exceed 3,500 square feet in area.
- e. Indoor recreation facility uses shall comply with the standards in Section 13.04.200(b), *Light industrial conservation overlay district* and 13.05.030(b), *Uses within Title 32 metropolitan districts*.

(6) Outdoor recreation facility. All outdoor recreation uses, activities, and buildings shall be located at least 50 feet from any adjacent residential property lines.

(7) Bar and lounge.

- a. Outdoor seating areas shall not be located within 150 feet of any lot line of a lot containing a single-family detached dwelling or duplex dwelling.

(8) Microbrewery, distillery, or winery.

- a. Storage of raw or spent materials shall be stored within a fully enclosed principal or accessory structure, building, or container.
- b. Wholesale sales and bulk shipping of products shall be ancillary, except within the C2, LF and LI districts.

(9) Administrative, professional, and government office.

- a. In the DE and DW districts, administrative, professional, and government offices shall not be located on the first floor adjacent to Mainstreet.

(10) Automated teller machine.

- a. Freestanding automated teller machines shall not be located within 250 feet of an arterial or collector road or 250 feet of a residentially zoned property.
- b. In the DE and DW district, automated teller machines shall not be located adjacent to Mainstreet.

(11) Financial institution.

- a. Drive-through uses shall comply with the standards in 13.05.050(d)(4).
- b. In the DE district, financial institutions shall not be located on the first floor adjacent to Mainstreet.

(12) Check-cashing establishment. Check-cashing establishments shall not be located:

- a. Within 250 feet of a hard corner; or
- b. Within 400 feet of a residentially zoned property; or

- c. Within 400 feet of another check-cashing establishment.

(13) Laundry facility, commercial.

- a. All activities must be conducted entirely within an enclosed building.
- b. Laundry facilities over 3,500 square feet shall not be located within 250 feet of a hard corner or 250 feet of a residentially zoned property.

(14) Laundry facility, self-service.

- a. All activities must be conducted entirely within an enclosed building.
- b. Laundry facilities over 3,500 square feet shall not be located within 250 feet of a hard corner or 250 feet of a residentially zoned property.

(15) Personal instruction studio.

- a. In the MN district, personal instruction studios shall not exceed 10,000 square feet unless otherwise approved as part of a Use by Special Review.
- b. In the DE and DW districts, personal instruction studios shall not exceed 3,500 square feet and shall not be located on the first floor adjacent to Mainstreet.
- c. In the MC, MR, OE, and LF zoning districts:
 1. Personal instruction studios over 3,500 square feet shall not be located within 250 feet of a hard corner or 250 feet of a residentially zoned property; and
 2. Personal instruction studios larger than 10,000 square feet require a Use by Special Review.

(16) Personal services, general.

- a. Each pet grooming shops shall be subject to the following standards:
 1. Shall be located a minimum of 250 feet from any residential use or residential zoning district, except for residential uses within a mixed-use zoning district;
 2. Shall be operated entirely within an enclosed building; and
 3. Shall provide and maintain a pet relief area that does not interfere with any public right-of-way, easement, shared access, walkway, or other service area.
- b. In the DE and DW districts, personal services shall not exceed 3,500 square feet on the first floor adjacent to Mainstreet.
- c. In the MC, MR, OE, and LF zoning districts:
 1. Personal services over 3,500 square feet shall not be located within 250 feet of a hard corner; and
 2. Personal services larger than 10,000 square feet require a Use by Special Review.

(17) Building materials and supply store.

- a. Outdoor display areas shall be limited to 25 percent of the gross floor area of the principal building.
- b. In the MR district, outdoor display may only be provided if approved with a Use by Special Review.
- c. In the LI district, outdoor display may exceed 25 percent of the gross floor area of the principal building if approved with a Use by Special Review.

(18) General retail, 10,000 square feet or less. In the MF and MN districts, all activities must be conducted entirely within an enclosed building.

(19) General retail, more than 10,000 square feet. In the DE district, general retail shall not exceed 25,000 square feet per user unless approved by a Use by Special Review

(20) Nursery or garden supply store. Nurseries or garden supply stores that provide outdoor display areas that comprise more than 25 percent of the gross floor area of the principal building, as shown on the approved Site Plan, shall require a Use by Special Review.

(21) Pawnbroker.

- a. Pawnbrokers shall be located a minimum of 400 feet from any:
 - 1. Another pawnbroker;
 - 2. Sexually oriented business;
 - 3. Residentially zoned property;
 - 4. Single-family dwelling (attached or detached), duplex dwelling, or multifamily dwellings;
 - 5. Religious assembly, public park, or library;
 - 6. State-licensed day-care facility (child or adult);
 - 7. School or educational facility serving persons aged 18 or younger; or
 - 8. Public recreation facility or community facility.
- b. Distance shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business. Pawnbroker businesses are not permitted as an industrial use in any PD - planned development district.

(22) Bed and breakfast.

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

(23) Automotive fuel sales.

- a. Automotive fuel sales establishments shall not be located within 500 feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group residential facility, or a day care establishment.
- b. Automotive fuel sales establishments shall not be located within 250 feet of:
 - 1. A hard corner; or
 - 2. A residentially zoned property.
- c. Not more than two fuel sales establishments shall be located within 660 feet of any single hard corner.

(24) Automotive repair, major.

- a. Major automotive repair establishments shall not be located within 250 feet of:
 - 1. A hard corner; or

- 2. A residentially zoned property.
- b. Sales of vehicles shall be prohibited.
- c. Outdoor storage of inoperable vehicles shall not exceed an area equal to 25 percent of the gross floor area of the repair building and shall be screened per Section 13.08.090(m), *Utility, storage and service area screening*.

(25) Automotive repair, minor.

- a. Minor automotive repair establishments shall not be located within 250 feet of:
 - 1. A hard corner; or
 - 2. A residentially zoned property.
- b. Sales of vehicles shall be prohibited.
- c. Outdoor storage of inoperable vehicles shall be prohibited.
- d. Minor automotive repair shops shall not include any outdoor storage, display, repairs, or services and shall operate entirely within an enclosed building.

(26) Automotive sales and leasing, heavy. Heavy automotive sales and leasing establishments shall not be located within 250 feet of:

- a. A hard corner; or
- b. A residentially zoned property.

(27) Automotive sales and leasing, light. Light automotive sales and leasing shall not be located within 250 feet of a residentially zoned property.

(28) Car wash. Car washes shall not be located within 250 feet of:

- a. A hard corner; or
- b. A residentially zoned property.

(29) Electric vehicle (EV) charging station.

- a. Level 1 and Level 2 charging stations are allowed as an accessory use to any permitted principal use and shall count toward required parking spaces pursuant to 13.08.080(f)(4), *Electric vehicle charging stations*.
- b. Level 3 charging stations are permitted in all zoning districts except SF1, SF2, SF3, and MF districts as an accessory use to any permitted principal use.
- c. Level 3 charging stations are permitted in the SF1, SF2, SF3, or MF districts only as an accessory use to the following:
 - 1. Continuing care;
 - 2. Nonresidential uses; and
 - 3. Developments of single-family attached or multifamily dwellings containing more than 100 units.
- d. Level 3 charging stations shall not count toward required parking spaces pursuant to 13.08.080(f)(4), *Electric vehicle charging stations*.
- e. EV charging station spaces shall be reserved for the charging of electric vehicles only. Such spaces shall be posted accordingly, including any amperage and voltage levels, time limits, and contact information for reporting issues.
- f. EV charging station equipment shall be located so that it does not interfere with vehicular, bicycle, or pedestrian access and circulation, or with required landscaping.

(30) Equipment and machinery sales, rental, and repair.

- a. Equipment and machinery sales, rental, and repair establishments shall not be located within 250 feet of:
 - 1. A hard corner; or
 - 2. A residentially zoned property.
- b. Outdoor display of equipment shall not exceed 25 percent of the gross floor area of the principal building.

(31) Parking garage.

- a. In all districts except residential districts, a parking garage is only permitted if:
 - 1. It is accessory to a permitted primary or approved conditional use of land; or
 - 2. It is owned by the Town or another governmental or quasi-governmental entity (including but not limited to part of a park-n-ride facility).
- b. In the DE and DW districts, parking garages shall not be located adjacent to Mainstreet unless the building is concealed or wrapped with other allowed uses or constructed in a way that has the appearance of a building of other allowed uses in those districts.

(32) Parking lot. In all districts except residential districts, a parking garage is only permitted if:

- a. It is accessory to a permitted primary use; or
- b. It is owned by the Town or another governmental or quasi-governmental entity (including but not limited to part of a park-n-ride facility).

(33) Recreational vehicle sales, rental, and repair. Recreational vehicle sales, rental, and repair establishments shall not be located within 250 feet of:

- 1. A hard corner; or
- 2. A residentially zoned property.

(34) Sexually oriented business.

- a. Sexually oriented businesses shall be located a minimum of 400 feet from any:
 - 1. Area zoned for residential use;
 - 2. Single-family dwelling (attached or detached), duplex, or multifamily dwelling;
 - 3. Religious assembly, public park, or library;
 - 4. State-licensed day care facility (child or adult);
 - 5. School or educational facility serving persons aged 18 or younger;
 - 6. Other sexually oriented business;
 - 7. Public recreation facility; or
 - 8. Pawnbroker, as defined in Section 5.09.010.
- b. Distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business. Distance between any sexually oriented business and any church, school, public park, dwelling unit (single or multiple) or residential district shall be measured in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as part of the premises where the sexually oriented business is conducted to the nearest property line of the premises of a church, school or dwelling unit (single or multiple) or the nearest boundary of an affected public park, or residential district.

- c. Sexually oriented businesses are not permitted as an industrial use in the PD -planned development district.

(f) Industrial uses.

(1) Food and beverage processing.

- a. Any food and beverage processing facility proposed within 150 feet of a residential zoning district requires a Use by Special Review.
- b. In the MC and MR districts, food and beverage processing facilities shall not exceed 15,000 square feet.
- c. In the DE, DW and C1 districts, the gross floor area of each food and beverage processing facility shall not exceed 7,500 square feet.

(2) Industrial, general. General industrial uses are prohibited in all districts.

(3) Industrial hemp processing. The following apply to industrial hemp processing uses:

- a. The initial processing of raw industrial hemp that results in any form of altered finished product, including without limitation, liquid, oil, or wax, using hazardous materials including without limitation and by way of example flammable and combustible liquids, carbon dioxide, and liquified petroleum gases such as butane is prohibited;
- b. Storage of raw hemp is prohibited, except that certified hemp seeds may be stored if ancillary to an industrial hemp processing operation;
- c. Growing of hemp plants is prohibited except as an agricultural use within in the AG zoning district;
- d. Materials used in industrial hemp processing operations shall be stored in a manner to mitigate and ensure odors are not detectable beyond the property line or the exterior walls of the processing facility associated with the industrial hemp operations;
- e. Such processing of industrial hemp shall meet the requirements of all adopted Town building and life/safety codes;
- f. Such processing of industrial hemp shall meet the requirements of all adopted water and sewer regulations promulgated by the applicable water and sewer provider within the Town; and
- g. It is unlawful and deemed a nuisance under Chapter 6.01, *Nuisances*, of the Parker Municipal Code to dispose of, discharge out of or from, or permit to flow from any facility associated with an industrial hemp operation in the Town, any foul or noxious liquid or substance of any kind whatsoever, including, without limitation, by-products of the industrial hemp processes, into or upon any adjacent ground or lot, into any street, alley or public place or into any municipal storm sewer system in the Town.

(4) Light industrial. Any light industrial use proposed within 150 feet of a residential zoning district requires a Use by Special Review.

(5) Storage.

- a. **Storage uses prohibited.** All storage, self-storage, outdoor self-storage, commercial storage, and warehousing uses are prohibited as a use by right or as a Use by Special Review in all zoning districts established by this LDO and in all areas zoned PD-planned development district, except as allowed as an accessory use pursuant to 13.05.050(d)(8).
- b. **Residential.**
 - 1. Storage in residential areas shall be limited to those items that are clearly incidental to residential functions and uses. Commercial or industrial related storage of materials or equipment is not allowed.
 - 2. Outdoor storage shall not be permitted in the front yard of a residential dwelling.
 - 3. Outdoor storage of items commonly used inside a residential dwelling are not permitted.

4. Storage of items defined as "junk" or "litter" under Section 6.01.020 are not permitted.
- c. **Nonresidential.** All types of accessory nonresidential storage shall be screened from public view and from the view of surrounding areas as required by Section 13.08.090(m), *Utility, storage and service area screening*, using consistent materials and color schemes as the principal building and in compliance with the Development Design Standards. This shall include the screening of materials and equipment used by the principal use.

(g) Public and semi-public utility uses.

(1) Public utility, major.

- a. **Conflict with other standards.** To the extent that there is a conflict between this Section 13.05.030(g) and any franchise approved by the Town for a public utility, this Section shall control.
- b. **Screening.** All public utilities:
 1. Shall be adequately screened and buffered with landscaping, fencing or walls, or any combination or those techniques
 2. Shall be placed underground; or shall be enclosed in a structure in such a manner as to blend and appear consistent with the character of the surrounding area, which structure shall be well-landscaped.
 3. All wires and cables other than long-distance transmission wires shall be placed underground.

13.05.040 Wireless communication facilities.

(a) Purpose. The purposes of these regulations are: to facilitate the provision of wireless telecommunication services throughout the Town; to allow the location of commercial wireless communication facilities ("WCF facilities") in the Town subject to certain standards; to act on applications for the location of WCF facilities within a reasonable period of time; to encourage collocation of WCF facilities; to minimize the visual impacts of WCF facilities; and to prevent unreasonable discrimination among providers of functionally equivalent services.

(b) WCF standards.

(1) Standards for all WCF facilities.

- a. **Applicability.** The standards contained in this Section apply to all applications for a permitted- or conditional-use WCF facility. The applicant shall demonstrate in writing that its proposed WCF facility meets all applicable standards and provisions of the LDO. The standards contained in this Section do not apply to:
 1. Amateur radio antennas that are owned and operated by a federally licensed amateur radio station operator or are used exclusively for receive-only antennas; provided that the requirement that the height be no more than the distance from the base of the antenna to the property line is met.
 2. WCFs for which a permit has been issued prior to August 21, 2017. Changes and additions to pre-existing WCFs (including trading out of antennas for an equal number of antennas) shall meet applicable requirements of this Section.
 3. Antennas used for reception of television, multi-channel video programming and radio such as Over-the-Air Receiving Device (OTARD) antennas, television broadcast band antennas, and broadcast radio antennas; provided that any requirements related to accessory uses contained in Section 13.05.050 and the requirement that the height be no more than the distance from the base to the property line are met. The Planning Director or designee has the authority to approve modifications to the height restriction related to OTARD antennas and OTARD antenna structures, if in the reasonable discretion of the Town, modifications are necessary to comply with federal law.

- b. Collocation.** The Town encourages collocation of WCF facilities when feasible to minimize the number of WCF facility sites. To further the goal of collocation:
1. No WCF facility owner or operator shall unreasonably exclude a telecommunications competitor from using the same facility or location. Upon request by the Town, the owner or operator shall provide evidence explaining why collocation is not possible at a particular facility or site; and
 2. If a telecommunications competitor attempts to collocate a WCF facility on an existing or approved WCF facility or location, and the parties cannot reach an agreement, the Town may require a third-party technical study to be completed at the expense of either or both parties to determine the feasibility of collocation.
- c. Compliance with FCC standards.**
1. Upon a request by the Town (which request may be made no more than once per calendar year), WCF facility owners and operators shall verify that:
 - a) The WCF facility complies with the current FCC regulations prohibiting localized interference with reception of television and radio broadcasts; and
 - b) The WCF facility complies with the current FCC standards for cumulative field measurements of radio frequency power densities and electromagnetic fields.
 2. These standards do not constitute any attempt by the Town to regulate radio frequency power densities or electromagnetic fields, which regulation is controlled by the FCC.
- d. Preferred location.** For the reason that the Town prefers existing structure-mounted WCF facilities rather than freestanding WCF facilities, all applicants shall attempt to locate on an existing structure or furnish a written statement explaining why location on an existing structure is not feasible, prior to applying for approval for location of a freestanding WCF facility.
- e. Abandonment.** If the WCF facility ceases operation for any reason for 180 consecutive days:
1. The owner or operator shall remove it on or before the 270th day of the cessation of operation. If the facility owner or operator fails to remove the facility, the landowner shall be responsible for removal of the WCF.
 2. Any Use by Special Review Site Plan approval or permit shall expire.
- f. Equipment storage shelters.** Equipment storage shelters shall comply with the following design standards to minimize impacts:
1. The total area of all equipment storage shelters shall not exceed 800 square feet for all pole-mounted WCF facilities mounted to an individual legally existing, utility pole, flagpole, freestanding WCF facility, electric or transmission line support tower or other similar structure. The total area of any equipment storage shelters for all other WCF facilities shall not exceed 400 square feet.
 2. Equipment storage shelters shall be grouped as closely together as technically possible.
 3. No equipment storage shelter shall exceed 12 feet in height.
 4. Equipment storage shelters located outside shall be screened by fencing, vegetation, or similar screening, unless such shelter and associated appurtenances are contained within a single, uniformly designed structure approved by the Town or placed underground.
 5. If the WCF facility is building-mounted and the equipment storage shelter will be located outside, the shelter shall be architecturally compatible with the building.

- g. Federal aviation administration ("FAA") regulations.** If FAA regulations are applicable to a particular WCF facility location, the stricter of the applicable FAA regulations or the applicable regulations contained in this Section shall control.

(2) Freestanding WCF facilities.

a. Applicable procedures.

1. Freestanding WCF facilities not located in public right-of-way shall be subject to an application for Use by Special Review approval pursuant to Section 13.05.040(c)(3).
2. Freestanding WCF facilities located in public right-of-way shall be subject to application and approval procedures pursuant to Section 13.05.040(c)(2).

- b. Minimum setbacks for freestanding WCF facilities not located in the public right-of-way.** A freestanding WCF facility shall be set back from each property line one foot of distance for every foot of facility height.

c. Separation requirements for freestanding WCF facilities located in the public right-of-way.

1. No freestanding WCF facility shall be located within 600 feet of another freestanding WCF facility in the public right-of-way. These separation requirements do not apply to attachments made to existing pole-mounted WCF facilities.
2. When placed near a residential property, the WCF facility must be placed to the side or rear of the residence. If this is not possible, the WCF may be in front on the common side yard property line between adjacent residential properties. In the case of a corner lot, the facility must be placed in front of the common side yard property line between adjacent residential properties, or on the corner formed by two intersecting streets.

- d. Maximum height for freestanding WCF facilities.** A freestanding WCF facility, including antennae, shall not exceed the maximum structure height limit in the underlying zoning district unless the Use by Special Review approval specifically allows the facility to exceed that height. Unless otherwise required by federal law, in no case shall a freestanding WCF facility exceed 65 feet in height.

- e. Design standards for freestanding WCF facilities.** A freestanding WCF facility shall meet the following design standards to minimize impacts:

1. The facility shall be designed to be compatible with surrounding buildings and structures and existing or planned uses in the area, subject to any applicable Federal Aviation Administration ("FAA") regulations.
2. Existing land forms, vegetation and structures shall be used to screen the facility from view and blend in the facility with the surrounding environment, where feasible.
3. Existing vegetation shall be preserved or enhanced, to the extent practicable.
4. All facilities shall accommodate collocation of facilities unless collocation is unfeasible.
5. All applicable landscape and screening regulations shall be observed.
6. Any equipment that could be dangerous to persons or wildlife shall be adequately covered or fenced.
7. The diameter of a microwave dish antenna shall not exceed four (4) feet.
8. The facility shall not be lighted unless required by the FAA or if the WCF is mounted on a light pole or other similar structure primarily used for lighting purposes.

(3) Building roof or wall-mounted WCF facilities.

- a. Design standards for building wall-mounted WCF.** Each building wall-mounted WCF shall comply with the following standards to minimize visual impacts:

1. The facility shall be stealth or screened from view. Wall-mounted facilities shall be colored to match the building or structure to which it is attached.
 2. The mounting of antennae shall be as flush to the building wall as possible, and in no case shall the antennae extend more than three feet out from the building wall.
 3. The facility shall not extend above the roof line of the building. For purposes of this provision, the roof line shall include parapets but exclude already existing equipment and facilities on the roof.
- b. Design standards for building roof-mounted WCF.** Each building roof-mounted WCF shall comply with the following standards to minimize impacts:
1. Building roof-mounted WCF facilities shall not be permitted on a pitched roof, unless located entirely within a dormer or cupola.
 2. A building roof-mounted WCF facility, including antennae, shall not extend more than 12 feet above the roof line of the building or structure on which the facility is mounted. For purposes of these standards, the roof line shall include parapets but exclude already existing equipment and facilities on the roof.
 3. The facility shall be screened from view and/or colored to match the building or structure to which it is attached.
 4. The diameter of a microwave dish antenna shall not exceed four feet.
- c.** Accessory equipment for a building roof or wall-mounted WCF facility shall be placed inside the building if feasible.

(4) Small cell facilities.

- a.** All small cell facilities are a use by right in all zoning districts, and permits shall be issued pursuant to the applicable provisions of this LDO.
- b.** Small cell facilities located within the rights-of-way permitted under this Section 13.05.040(b)(4) will be subject to a License Agreement to further facilitate the deployment of small cell facilities.
- c.** The maximum height of a small cell facility located in or adjacent to the right-of-way of any street or road other than an arterial street or freeway shall be 35 feet, provided that the Planning Director may approve small cell facilities up to 40 feet in height if necessary to allow equivalent performance in light of terrain or other unique site features.
- d.** The maximum height of a small cell facility located in or adjacent to the right-of-way of any arterial street or freeway shall be 40 feet, provided that the Planning Director may approve shall cell facilities up to 45 in height if necessary to allow equivalent performance in light of terrain or other unique site features.

(5) Pole-mounted WCF facilities. Each pole-mounted WCF facility shall comply with the following standards to minimize impacts:

- a.** The facility shall be designed to be compatible with surrounding buildings and structures and existing or planned uses in the area.
- b.** The facility shall be colored to match the structure to which it is attached.
- c.** A pole-mounted WCF facility, including antennae, shall not exceed the maximum structure height limit in the underlying zoning district, unless the Use by Special Review approval specifically allows the facility to exceed that height. To the extent that any Town right-of-way is not contained within a defined zoning district, the maximum height of any pole in the right-of-way, for the purposes of attaching WCFs, shall be 35 feet, unless otherwise approved by special review pursuant to Section 13.05.040(c)(3).
- d.** The facility shall not be lighted unless required by the FAA or if the WCF is mounted on a light pole or other similar structure primarily used for lighting purposes.

- e. The Planning Director shall have the authority to adopt administrative regulations addressing design standards and specifications for WCF facilities in the right-of-way, consistent with applicable federal and state law.

(c) Approval procedures.

(1) **Summary of approval matrices.** WCF facilities shall be permitted as provided in the following matrices:

- a. WCF facilities—general (excluding facilities for public emergency services provided by federal, state, and local governmental agencies that operate within the corporate boundaries of the Town):

Table 13.05.B: General Approval Procedures for WCF Facilities					
Type of Use	Freestanding WCF	Building-Mounted WCF	Pole-Mounted WCF	Wall-Mounted WCF	Small Cell Facilities
Residential	USR	USR [1]	USR [1]	USR [1]	A
Nonresidential	USR	A	A	A	A
Public Right-of-Way	A	N/A	A	N/A	A
Notes: A = Permitted use, administrative approval required. A public hearing is required for WCFs that are not in the public right-of-way, if they meet one or both of the following: (1) within 100 feet of a property used for residential purposes, or (2) facility is not a stealth facility. This requirement for a public hearing does not apply to small cell facilities. For WCF in the public right-of-way, allowed in any zoning district with approval of a right-of-way permit. If not in conformance with the applicable provisions of this Section, then a Use by Special Review approval is required. USR = Use by Special Review is required. [1] = If facility is stealth or a small cell, then only administrative approval is required.					

- b. WCF facilities for public emergency services provided by federal, state, and local governmental agencies that operate within the corporate boundaries of the Town:

Table 13.05.C: Approval Procedures for WCF Facilities for Public Emergency Services					
Type of Use	Freestanding WCF	Building-Mounted WCF	Pole-Mounted WCF	Wall-Mounted WCF	Small Cell Facilities
Residential	USR	USR [1]	USR [1]	USR [1]	A
Nonresidential	A [2]	A [2]	A [2]	A [2]	A
Public Right-of-Way	A [2]	A [2]	A [2]	A [2]	A
Notes: A = Permitted use, administrative approval required, unless within 100 feet of a property used for residential purposes and facility is not stealth, then Use by Special Review is required; if pole-mounted, a Use by Special Review is not required. USR = Use by Special Review is required. [1] = If facility is stealth or a small cell, then only administrative approval is required. [2] = facility shall not exceed the maximum structure height limit in the underlying zoning district, or 35 feet, whichever is higher, unless approved as part of a Use by Special Review.					

(2) **Procedure for Administrative Review.**

- a. The requirements of Section 13.03.030, *Common review procedures*, as applicable to a decision by the Planning Director, shall apply unless modified by this Subsection (2).
- b. Within 25 business days of receipt of a completed application for administrative approval, the Community Development Department shall consider whether the proposed facility meets the design standards set forth in this Section, and issue a written decision approving or denying the application. If the application is approved, the applicant may apply for a Building Permit.
- c. If the application is denied, the applicant may appeal the decision to the Town Council. The decision of the Town Council shall be final.
- d. If construction of the WCF facility is not begun within 12 months of the administrative approval, the approval shall expire. If there is an appeal of the administrative decision, the 12-month period shall not

begin until the appeal is finally resolved. For good cause shown, the Planning Director may extend the approval for up to 90 days.

(3) Procedure for Use by Special Review.

- a. Common procedures apply.** The requirements of Section 13.03.030, *Common review procedures*, as applicable to a recommendation by the Planning Commission and a decision by the Town Council, shall apply unless modified by this Subsection (2).
- b. Review periods for some applications.** Where the application concerns a land use or facility for which regulations of the federal government or decisions of state or federal courts require a decision within a stated time period, the application shall be reviewed and decided upon within 60 days of the date the completed application was filed.
- c. Referral agency review.** The application shall be sent to referral agencies for review and comment. Agencies shall have 20 days to respond.
- d. Public hearings.**
 - 1. Public hearings shall then be scheduled before the Planning Commission and the Town Council pursuant to Section 13.03.030(g).
 - 2. At the public hearings, the Planning Commission and Town Council shall consider whether the proposed WCF facility complies with the design standards outlined in this Section.
- e. Conditions of approval.** The Town Council may require, as a condition of approval of a Use by Special Review WCF facility, any reasonable conditions necessary: to improve or modify the Site Plan; to ensure that any negative impacts of the proposed use are eliminated or mitigated; and to ensure that the proposed development and use will be commenced and fully completed in a timely fashion.
- f. Expiration.** If construction of the WCF facility is not commenced within 180 days of issuance of the Use by Special Review approval, the approval shall expire. If there is an appeal of the Council's decision, the 180-day period shall not begin until the appeal is finally resolved.
- g. Change in ownership.** In the event there is a change in either the owner or operator of a Use by Special Review WCF facility, new Use by Special Review approval shall not be necessary. The new owner or operator: shall notify the Town of the change within 15 days after the date the change becomes effective; register such change with the Community Development Department by providing the name and business address of the new owner or operator; verify in writing that the new owner or operator has fully reviewed the terms of the Use by Special Review approval and is familiar with its terms; shall post a new letter of credit, if applicable; and shall pay to the Town an inspection fee, as established by resolution. Upon receipt of notification of a change in ownership, the Town may inspect the property to make certain that the new owner or operator is complying with all of the terms and conditions of the Use by Special Review approval.

(4) Eligible telecommunications facility requests (Determination of substantial change).

- a. Application materials.**
 - 1. An applicant for an eligible telecommunications facility request shall be required to submit only such documentation and information as is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station.
 - 2. The Town shall make available an application form that shall be limited to the information necessary for the Town to consider whether an application would substantially change the physical dimensions of an eligible tower or base station. The application form may not require the applicant to demonstrate a need or business case for the proposed modification or collocation.

b. Incomplete applications.

1. When an application is incomplete, the Town shall provide written notice to the applicant within 30 days, specifically identifying all missing documents or information.
2. If an application remains incomplete after a supplemental submission, the Town shall notify the applicant within 10 days. Second or subsequent notices of incompleteness may not require the production of documents or information that was not requested in the original notice of incompleteness.

c. Expedited review.

1. The Town shall act upon an eligible telecommunications facility request within 60 days of the date of the Town's receipt of the completed application. This time period may be tolled only by mutual agreement or where an application is incomplete.
2. If the Town fails to act upon an eligible telecommunications facility request within the time frame for review (accounting for any tolling), the request shall be deemed granted; provided that this automatic approval shall become effective only upon the Town's receipt of written notification from the applicant after the review period has expired (accounting for any tolling) indicating that the application has been deemed granted.

d. Review.

1. **Review application completeness.** The Community Development Department shall review the application to determine whether the application qualifies as an eligible telecommunications facility request.
2. **Approval.**
 - a) The Town shall approve an eligible telecommunications facility request that does not substantially change the physical dimensions of a tower or base station.
 - b) The Town may approve an eligible telecommunications facility request that substantially changes the physical dimensions of a tower or base station, if it complies with the remainder of this LDO.
 - c) The Town may condition the approval of any eligible telecommunications facility request on compliance with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety.
3. **Denial.** A final decision by the Town to deny an eligible telecommunications facility request shall be in writing and shall include the reason(s) for denial.

- e. **Modification of previous approval.** Any modification to a WCF facility that differs from the original design that was approved by the Town shall require a new application and a new approval.

13.05.050 Accessory uses and structures.

- (a) Purpose.** The purpose of this Section 13.05.050 is to establish minimum standard for accessory uses and structures that are incidental and subordinate to a principal use. These standards are intended to minimize adverse impacts on surrounding properties and the community.

(b) Accessory uses and structures allowed.

- (1) All principal uses allowed in a zoning district pursuant to Table 13.05.A shall be deemed to include those accessory uses, structures, and activities typically associated with that use, unless specifically prohibited in this Section. Typical accessory uses are identified in the definitions of individual uses in 13.02.020, *Definitions*.
- (2) Accessory uses and structures not listed in Table 13.05.A require approval under the procedure in 13.05.020(c), *Classification of new and unlisted uses*. All accessory uses and structures are subject to the

standards in this Section 13.05.050 in addition to any applicable requirements in 13.05.030, *Use-specific standards*.

(c) General standards for all accessory uses and structures.

(1) General standards.

- a. An accessory use or structure is customarily incidental and secondary to the principal use of a parcel of land or of a building located on the same parcel of land, where said accessory use is operated and maintained under the same ownership and on the same lot as the principal use, and does not include structural features inconsistent with the principal use.
- b. Accessory uses and structures are allowed in conjunction with any principal use or structure, provided the accessory use is compatible with the principal use and does not alter the character of the site.

(2) Accessory structures.

- a. **Size.** The combined square footage of accessory structures shall not exceed 25 percent of the principal building footprint, unless otherwise approved as part of a Use by Special Review, Variance, or Administrative Allowance.
- b. **Location.**
 - 1. Accessory structures are prohibited in front yards unless customary for that particular use type or otherwise approved by the Planning Director.
 - 2. Accessory structures shall comply with the setbacks applicable to the respective zoning district.
- c. **Design.** Accessory structures shall comply with the design standards as set forth in Section 13.08.100, *Building design* and the Development Design Standards.
- d. **Timing.** Accessory uses and structures are not allowed until the principal use or structure is established on the lot and may not continue to exist or to be used after the principal use or structure no longer exists on the lot.

(d) Accessory uses and structures – additional standards.

(1) **Accessory dwelling unit.** Accessory dwelling units are prohibited in all districts.

(2) Agriculture, urban.

- a. The keeping or raising of animals shall only be allowed as an accessory use on lots within an occupied dwelling unit, and are subject to the standards in Title 9, *Animals*, of the Parker Municipal Code.
- b. Structures associated with this use may not exceed 25 percent of the total site area.
- c. Produce sales shall comply with the Colorado Cottage Foods Act.
- d. Produce sales must occur onsite, and are limited to the hours between 7:00 a.m. and 7:00 p.m.

(3) **Caretaker residence.** In the AG zoning district, only one caretaker residence shall be permitted per 10 acres.

(4) Drive-through facility.

- a. An establishment with a drive-through facility shall not be located within 250 feet of a hard corner or 250 feet of a residentially zoned property and requires a Use by Special Review approval pursuant to Section 13.03.040(s).
- b. All drive-through facilities shall comply with the standards in Section 13.08.080(k), *Drive-through and vehicle stacking*.

(5) Electric Vehicle Charging Facility. See Section 13.05.030(e)(29).

(6) Home occupation. A home occupation shall be allowed as a permitted accessory use subject to the following:

a. General standards.

1. Medical and dental clinics, short-term rentals, veterinary clinics and hospitals, light industrial or manufacturing activities, and restaurants are not permitted as home occupations.
2. Group homes, group residential facilities, day care (adult and child), assisted/independent living, and continuing care are not considered home occupations and shall be regulated pursuant to the standards pertaining to those uses in this LDO.
3. Home occupation uses shall be clearly incidental and secondary to the use of the dwelling as a dwelling unit and shall not change the character of the dwelling.
4. The total area used for such purposes shall not exceed 50 percent of the building footprint of the principal dwelling.

b. Operation standards.

1. Such use shall only be conducted entirely within an enclosed building.
2. There shall be no exterior advertising of the home occupation.
3. There shall be only incidental sale of products made by the residents and conducted on the premises.
4. There shall not be more than one employee on site, excluding the owner of the home occupation and dwelling unit and residents of the dwelling unit.
5. There shall not be more than two customers or patrons on site at any given time.
6. There shall be no outside storage on the premises of materials or equipment used in connection with the home occupation.
7. There shall be no excessive or offensive noise, vibration, smoke, dust, odors, heat, glare or light, or accumulations of trash and debris noticeable or extending beyond that property.
8. Home occupations shall not generate traffic that significantly affects the residential character of an area, nor allow for deliveries of materials or products to the property.

- c.** In cases where clarification of a permitted home occupation is needed, the Planning Director shall determine which activities are conducive to the principal use of residence or compatible with the adjacent land uses.

(7) Outdoor sales and display. Outdoor commercial display shall meet the following minimum requirements:

- a.** This Section 13.05.050(d)(7) shall not be used to circumvent the requirements of Section 13.05.060 *Temporary Uses and structures*.
- b.** Outdoor commercial display shall only be considered as part of an approved Site Plan.
- c.** Outdoor commercial display shall not comprise more than 25 percent of the building footprint of the principal building and shall not exceed 50 percent of any building facade, as shown on the approved Site Plan.
- d.** Outdoor commercial display areas shall comply with the Development Design Standards and shall be delineated on the Site Plan during the application review. Such areas may require fencing.
- e.** Outdoor commercial display activities shall be conducted so as to assure that the sidewalk or entrance into the principal building is not obstructed and that a minimum width of eight feet shall be continuously maintained on the sidewalk or entrance into the principal building to allow for pedestrian access.

- f. Outdoor commercial display shall not be located within the parking area for the principal building as shown on an approved Site Plan, unless the amount of parking provided exceeds the Town's current parking requirements for that use type.
 - g. The use of semi-trailers, shipping containers, or temporary buildings shall not be permitted unless otherwise approved as part of a Use by Special Review or Temporary Use Permit.
 - h. All signage shall comply with Chapter 13.09, *Sign Code*.
 - i. These standards shall be interpreted and applied so as not to conflict with federal, state, or local governmental requirements, including, but not limited to, the International Building Code, Department of Health, or Fire District standards.
- (8) **Storage.** This use is permitted only where the use is accessory, secondary and subordinate to the operations of a principal nonresidential use permitted within a zoning district. Outdoor storage as an accessory use shall not occupy more than 25 percent of the developed site where it is located, Indoor storage shall not occupy more than 50 percent of the leasable building area of the building in which it is located. Storage is not permitted as a principal land use within the Town of Parker, as described in 13.05.030(f)(5).
- (9) **Distribution facility.** Storage areas within distribution facilities shall not occupy more than 50 percent of the leasable building area of the building in which it is located.

13.05.060 Temporary uses and structures.

(a) **Purpose.** To provide for the regulation of temporary uses and structures and address the impact of these structures and uses on surrounding properties, including aesthetics and economic development.

(b) Temporary structures.

(1) Structures allowed.

- a. A temporary structure that is used to temporarily replace an existing structure being demolished while a new permanent replacement structure is being constructed on the same site;
- b. A temporary structure for the storage of construction materials, as a construction office or a sales office for managing a construction project;
- c. Temporary school structures for classrooms;
- d. Temporary accessory structure(s) incidental and subordinate to a permitted principal use that is limited in duration not to exceed a duration of 90 days.
- e. The use of semi-trailers or shipping containers as a temporary structure shall not be permitted unless otherwise approved as part of a Temporary Use Permit. Use of such trailers or containers shall be limited to 45 cumulative calendar days within a year.

(2) Standards applicable to temporary structures. All temporary structures are subject to the following requirements:

- a. A Building Permit is required for all temporary structures, except as otherwise provided by the applicable building code.
- b. No temporary housing shall be allowed in the Town except where expressly permitted by the applicable zoning regulations. Temporary housing is any dwelling unit that does not have a permanent roof or foundation. Trailers, RVs, tents, and similar shelters are temporary in nature and shall not be permitted on residential lots except that an RV or trailer may be used on site when rebuilding a dwelling unit following a catastrophic event, with approval of a Temporary Use Permit.
- c. The applicant installing the temporary structure shall completely remove the temporary structure, and restore the site to its original conditions, once the permit for the temporary structure has expired or a Certificate of Occupancy or Certificate of Completion has been issued for the principal use, whichever occurs first.

- d. The temporary structure's location, size and general design shall be described on the construction staging plan.
 - e. The temporary structure can be used with or without utilities or services.
 - f. The temporary structure shall not be more than one story in height and shall be located in such a manner that the exterior walls are a minimum of 10 feet from any adjacent property lines and a minimum of 20 feet or more from any other structure.
 - g. Temporary structures are subject to permits issued by the building department. Temporary structures shall not be placed on site prior to the issuance of a Building Permit, unless otherwise permitted by the Town, and shall be removed upon issuance of a Certificate of Occupancy or upon substantial completion of a project that does not require a Certificate of Occupancy.
- (3) Replacement of an existing structure.** Temporary structures that are used to temporarily replace an existing structure being demolished while a new permanent replacement structure is being constructed, or is undergoing substantial remodeling, on the same site shall be allowed subject to the following requirements:
- a. The temporary structure is used for the same principal use as the structure that is being demolished.
 - b. The temporary structure shall have a floor area not greater than the structure it is temporarily replacing.
 - c. The temporary structure shall not be placed on site until a Building Permit has been issued for the new replacement structure.
 - d. The temporary structure shall be located on the same property as the project under construction, as indicated by a recorded plat or final Site Plan or located on an adjacent property subject to property owner authorization and Planning Director approval.
- (4) Standards applicable to construction-related activities.** Temporary structures for the storage of construction materials, as a construction office or a sales office for managing a construction project may be allowed, subject to the following requirements:
- a. The temporary structure is to be used only during normal business hours for construction activities, as provided in Chapter 6.03, *Noise Regulations*, of the Parker Municipal Code.
 - b. The temporary structure shall be located on either the same property as the project under construction, as indicated by a recorded plat or final Site Plan, or located on an adjacent property, subject to property owner authorization and Planning Director approval.
 - c. The applicant, owner or tenant of the temporary structure shall possess construction permits for the subject property, including, but not limited to, a Building or Grading Permit.
- (5) Standards applicable to temporary school structures.** For schools in any zoning district in which permanent educational facilities are expressly permitted, the Planning Director may, by permit, allow the use of temporary structures on property where a permanent educational facility is located or vacant land immediately adjacent to property to be used by any school district or charter school, as defined in Title 22, C.R.S., for permanent educational facilities. The temporary structures shall be used for school classroom purposes only and requires Site Plan approval pursuant to Section 13.03.040(p).

(c) Temporary uses.

(1) Temporary uses allowed.

- a. Temporary uses shall be limited to the uses identified in 13.05.E as temporary uses.
- b. All allowed temporary uses shall be permitted under a Temporary Use Permit, unless a Community Event Permit, as described in Chapter 10.08, *Community Events*, of the Parker Municipal Code, is issued for the use, in which case a Temporary Use Permit is not required.

(2) Temporary use standards.

- a. Seasonal sales temporary uses are limited to 5,000 square feet in total area, unless located within a residential zoning district or adjacent to a residential use in which case seasonal sales temporary uses are limited to 2,000 square feet.
- b. The proposed temporary use shall only be in operation for the duration described in Table 13.05.E during any calendar year. The applicant will be allowed seven days to set up before the Effective Date of the permit and to remove seven days after the expiration of the permit. The temporary use shall only be allowed during the days specified on the permit. Permits do not continue from year to year.
- c. The property where the proposed temporary use is to be located and/or the property owner of record shall not have any outstanding land use violations or obligations to the Town.
- d. The proposed temporary use shall only be located within a nonresidential zoned area (area zoned for commercial and/or industrial use) unless specifically allowed by the Planning Director, upon a finding that there will be no material adverse impact to a residentially zoned area.
- e. Temporary structures, such as tents, sheds, shipping containers and pods, and trailers, may be used with a temporary use, so long as such temporary structures comply with the regulations and permitting requirements of the Town and other referral agencies, including all electrical and generator connections and the requirements of this Section 13.05.060. Operable vehicles, such as RVs or semi-trucks, may also be used with a temporary use, subject to the requirements of this Section 13.05.060. At the termination of the temporary use, the temporary structures and vehicles must be removed within the seven-day removal time.
- f. All required parking for the temporary use shall be on the same site as the lot where the temporary use is located, and the number of required parking spaces described in Table 13.08.F: *Off-Street Parking Requirements* shall be provided for the temporary use, which required parking spaces shall be in addition to the parking spaces required for the principal use of such property.
- g. The temporary use shall be operated in compliance with Title 6, *Health and Safety*, of the Parker Municipal Code, including, but not limited to noise, litter, trash, and debris from such use.
- h. Temporary uses proposed on undeveloped properties without improved surfaces will be subject to additional requirements from the Engineering and Public Works Department to ensure any potential disturbances to the property are restored pursuant to Town policies.

(3) Mobile business.

- a. **Standards and limitations.** A mobile business, whether stopping on a property for an extended period of time or for a short duration, may be allowed in any zoning district subject to the following requirements:
 - 1. A Mobile Business Permit shall be required for each mobile business. Mobile business permits shall be valid for a period of two years and, regardless of the date of issue, shall expire on December 31 of each even-numbered year consistent with the business license requirements for the Town.
 - 2. The Mobile Business Permit shall apply to the mobile business, not the location. Such permit shall be displayed in a publicly visible location within the vehicle.
 - 3. The mobile business shall comply with the requirements of the currently adopted International Fire Code. A separate permit may be required through the Building Department.
 - 4. The proposed mobile business shall not be operated in a manner that creates a nuisance (noise, odor, vibrations, trash, and debris, or other), traffic, or access distraction or hazard.
 - 5. The operator of a mobile business shall maintain the area surrounding the mobile business in a clean manner. The operator shall not violate the noise regulations contained in Chapter 6.03, *Noise Regulations*, of the Parker Municipal Code.
 - 6. Hours of operation shall be limited to between 5:00 a.m. and 10:00 p.m.

7. The mobile business shall be stored inside a principal structure or outside of public view between 10:00 p.m. and 5:00 a.m. the following day, excluding weekends (defined as 10:00 p.m. on Friday through 5:00 a.m. the following Monday) and holidays observed by the Town.
8. The mobile business shall not impede traffic or sidewalks.
9. The mobile business shall use the minimum number of parking spaces to park and safely operate and to serve customers.
10. Mobile businesses may be restricted from operating within the Town right-of-way during events that have obtained an approved Community Event Permit or separate agreement with the Town, unless specifically allowed as part of the Community Event, in which case a separate Mobile Business Permit shall not be required.
11. Mobile businesses shall be permitted one sandwich board sign as part of the Mobile Business Permit.
12. The mobile business must be parked outside of any designated fire lane and outside the corner intersection sight distance as required by the Roadway Design and Construction Criteria Manual. See Figure 05.1 below.

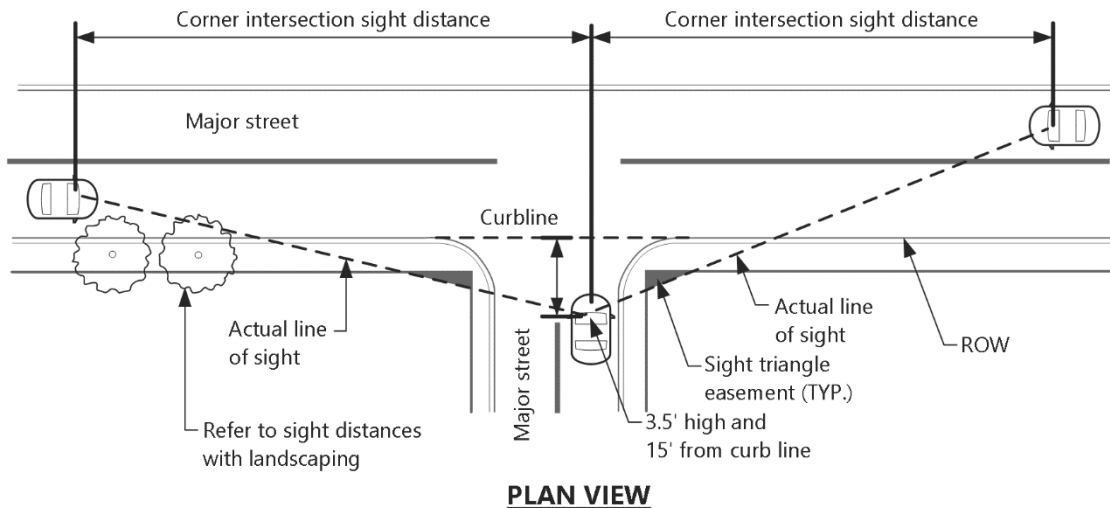


Figure 05.1 Sight Distance Requirement at Intersections

Posted Speed MPH	Corner Intersection Sight Distance
45	555 ft.
40	500 ft.
35	445 ft.
30	390 ft.
25	335 ft.
20	280 ft.

- b. **Town-owned property (excluding right-of-way).** Mobile businesses may operate on Town-owned or other public property provided they meet the following requirements:
 1. The mobile business shall have a valid Mobile Business Permit.
 2. The mobile business shall obtain permission from the property owner through the internal permitting and processing system, as amended.

c. Mobile business permit requirements. Requests for approval of a mobile business shall require the issuance of a Mobile Business Permit. Application for a Mobile Business Permit is subject to Table 13.05.D below and shall include the following information:

1. A Mobile Business Permit application.
2. All other requirements within the Town's permitting and processing system, as amended.

d. Other licenses and permit requirements. The following are also required for mobile businesses:

1. Copy of a current Town business license.
2. Copies of other required permits from the Douglas County Health Department and/or other health department, if applicable.
3. Copies of all pertinent certificates or permits required by any of the referral or regulatory agencies as deemed necessary by the Planning Director to operate the mobile business, as it relates to the public health, safety and welfare. This may include, but is not limited to, health certificates, tent permits, electrical permits, Sign Permits and nursery licenses.
4. If a vehicle is used for the mobile business, the vehicle shall be properly licensed and registered through the State of Colorado.
5. An inspection of the mobile business is required by the Town of Parker Building Division to include fire life safety prior to release of a Mobile Business Permit.

Table 13.05.D: Mobile Business Permit Requirements		
Location	Duration	Renewal
Private Property	2 years	Permits are valid for a period of two (2) years and, regardless of the date of issue, shall expire on December 31 of each even-numbered year.
Right-of-Way	2 years	Permits are valid for a period of two (2) years and, regardless of the date of issue, shall expire on December 31 of each even-numbered year.
Town Owned Property (excluding right-of-way)	2 years	

(4) Temporary use permit submittal requirements. Requests for temporary uses shall require the issuance of a Temporary Use Permit, except that seasonal sales are exempt from the Temporary Use Permit requirement provided such use meets the other standards in this Section 13.05.060(c)(3) and the requirements for outdoor display in Section 13.05.050(d)(7).

Table 13.05.E: Temporary Structure and Use Permit Requirements			
Temporary Use	Permit Required	Duration	Renewal
Replacement of existing structure	Building Permit	Upon issuance of a CO or upon substantial completion of a project that does not require a CO	--
Temporary sale/construction trailer	Building Permit		
Temporary school structure	Building Permit	Shall be used for school classroom purposes only	
Seasonal sales	Temporary use permit	45 days	Permits are valid for the time allowed through the permit. Each year a new permit is required for the event. Additional fees and permits may be required through the Building Department.
Agricultural product stand	Temporary Use Permit	90 days	
Carnival or festival	Temporary Use Permit	10 days	
Outdoor market	Temporary Use Permit	150 days	

Chapter 13.06 Oil and Gas Regulations

13.06.010 Purpose.

- (a) These regulations are enacted to protect the public's safety, health, and welfare of the present and future residents of the Town and to safeguard the environment and wildlife resources. In Colorado, the surface and mineral estates are separate and distinct interests in land, and one may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of these regulations and any applicable statutory and regulatory requirements. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner and to have adverse land use impacts upon their property, associated with the development of the mineral estate, mitigated through compliance with these regulations. As the oil and gas industry seeks to obtain approval to extract mineral resources in and around populated areas, it has begun encroaching on residential areas.
- (b) Municipal governments have a recognized, traditional authority and responsibility to regulate land use within their jurisdiction to the extent they do not create an operational conflict with the state regulation of oil and gas development. These regulations are intended as an exercise of this land use authority and of the Town's plenary authority to regulate all aspects of oil and gas development, including land use and all necessary police powers. As such, the Town shall condition oil and gas development permits to require oil and gas development to only occur in a manner that does not adversely impact the health, safety, and welfare of the Town's residents in their workplaces, their homes, their schools, and public parks in order to protect the public's health, safety, and welfare and to safeguard the environment and wildlife resources. Nothing in this Chapter shall be construed as giving the Town the authority to enforce state or federal laws, rules, or regulations. In order to implement these goals, it is declared the policy of the Town to:
- (1) Anticipate and mitigate potential environmental impacts, including soil, groundwater, and air, associated with oil and gas development, particularly in and around other land uses.
 - (2) Anticipate and mitigate potential impacts to historical and cultural resources associated with oil and gas development, particularly in and around other land uses.
 - (3) Work with operators to identify and locate alternative oil and gas locations from the perspective of protecting public health, safety, welfare, and the environment.
 - (4) Gather complete information to assist Parker in its analysis of proposed oil and gas development.
 - (5) Continuously identify and require state of the art equipment, protocols, and technology to protect the public health, safety, and welfare.
 - (6) Anticipate and mitigate, through risk assessment and management, potential risks associated with oil and gas facilities, processes, and pipelines, including accidents and incidents, particularly in and around other land uses.
 - (7) Maximize preparedness for emergency accidents and incidents related to oil and gas development through emergency preparedness and response planning.
 - (8) Minimize community impacts including those related to traffic, noise, light pollution, and visual impacts.
 - (9) Work with operators to ensure availability of adequate site-specific financial insurance and bonding.
 - (10) Use available methods to monitor and inspect oil and gas facilities in all phases of development and operation for the protection of public health, safety, welfare, and the environment.
 - (11) Use available methods to enforce the provisions of these regulations.
- (c) The Town recognizes that this Chapter does not supersede or preempt the regulations of the Colorado Energy and Carbon Management Commission or any other state regulations, nor is this Chapter intended to conflict with them.

13.06.020 General provisions.

- (a) The provisions of this Chapter shall apply to all oil and gas exploration and production operations proposed or existing on or beneath property within the Town limits.
- (b) Oil and gas facilities within Town limits and operational prior to July 18, 2011, shall be considered legal nonconforming uses.
- (c) Where provisions in this Chapter are in conflict with other provisions of this LDO or other applicable regulations, the more restrictive, or that provision that results in the higher standard, shall apply, unless the application of the LDO results in an operational conflict with the state regulation of oil and gas development.
- (d) Exceptions to provisions of this Chapter that are of purely local concern may be granted by the Town Council as part of the approval process of the Use by Special Review only if the applicant demonstrates that the exception or waiver is necessary to prevent waste or protect correlative rights and can provide adequate mitigation measures for the standards waived.
- (e) A Use by Special Review for oil and gas facilities shall become null and void three years after approval of the Use by Special Review if development of the site does not commence.

13.06.030 Use by Special Review required.

(a) New oil and gas facilities.

- (1) It shall be unlawful for any person to drill any exploration hole, oil, or gas well, accessory equipment or structure within the corporate limits of the Town, unless a Use by Special Review has been obtained pursuant to this Chapter. A separate Use by Special Review shall be required for each well, production facility or accessory equipment or pumping system that has not been previously issued under this Chapter, except as outlined in Paragraph (a)(4) and Subsection (b) below.
- (2) If more than one well or production facility is proposed at the same time, the applicant may submit one application for multiple wells and facilities; however, a separate fee shall be required for each well or production facility included in the application. The Town will issue a multiple oil and gas operations permit that notes the name and location of each well or production facility.
- (3) Any such permit issued pursuant to this Chapter shall encompass within its authorization the right for the operator, their agent, employee, subcontractor or independent contractor or any other persons to perform that work necessary in the drilling, completion, or maintenance operations.
- (4) Tanks, heaters, separators, and accessories. For the purpose of this Chapter, the installation of tanks, heaters, separators, and other accessory equipment shall be construed as extensions to oil and gas wells and shall accordingly be subject to the same applications, review, regulations, and standards. The application for these accessory uses when intended to be installed at the same time as the oil or gas well may be merged with an application for an oil or gas well Use by Special Review and shall not require an additional permit fee.

(b) Modification to existing well sites or production facilities.

- (1) When a well, well site or production facility is existing with an approved Use by Special Review use, any twinning, deepening or recompleting of a well and relocation of accessory equipment or gathering lines and transmission lines does not require a new permit, so long as all applicable regulations of this jurisdiction and the state are met, and the operator shall submit a revised site and operating plan to the Town depicting any changes from the approved Use by Special Review. This is an administrative approval and does not require any additional public hearings. Upon receipt of the amended Site Plan and operating plan, the Town shall issue an existing use Site Plan order pursuant to Section 13.06.050.
- (2) If any changes are made to a legal nonconforming well or a well to which an existing use Site Plan order has been issued, i.e. : twinning, deepening, or recompleting of a well, or relocation of accessory equipment or gathering lines and transmission lines occurs, the operator shall apply for a Use by Special Review.

- (3) When a Use by Special Review has been granted for a well, reentry of such well for purposes of sidetracking, deepening, recompleting, reworking, activating, or converting the well shall not require a separate Use by Special Review; provided, however, that such reentry shall be subject to the approval process contained in Subsection (b)(1) above.
- (4) The Use by Special Review is limited to the facilities as shown in the approved plan. To the extent the applicant desires, after initial completion of a well, to place additional equipment on a tank battery or wellhead location that was not shown in the approved plan, the applicant must, except in a situation where additional temporary equipment is necessary for a period of 14 days or less, notify the Town of installation of such additional equipment by letter and include a Site Plan showing the location of the new equipment. No new Use by Special Review is required.

(c) Terms and conditions of the Use by Special Review.

- (1) The term of the Use by Special Review shall be coterminous with the state well permit issued by the ECMC. Any extension of the permit granted by the ECMC shall result in an automatic extension of the term of the Town-issued Use by Special Review equal to the extension granted by the ECMC. A permit shall not be required for seismic surveys, unless the drilling of a seismic (shot hole), core or other exploratory hole is involved.
- (2) The Use by Special Review shall automatically expire with the abandonment and reclamation of the associated well.
- (3) The granting of a Use by Special Review shall not relieve the operator or owner of a well, production facility, pipeline or gathering line from otherwise complying with all applicable regulatory requirements of the Town, the state, or the United States.
- (4) Within 30 days after the well is completed and equipped, the applicant shall provide to the Town as-built drawings showing all facilities, pipelines, flow lines and gathering lines that the applicant has placed on the land subject to this permit. These as-built drawings shall be the same as submitted to the ECMC.
- (5) The Use by Special Review and/or existing use Site Plan order required by this Chapter is in addition to any permit that may be required by any other provision of this LDO or by any other governmental agency.
- (6) By acceptance of any Use by Special Review and/or an existing use Site Plan order issued pursuant to this Chapter, the operator or owner of any well, production facility, pipeline or gathering line expressly stipulates and agrees to be bound by and comply with the provisions of this Chapter, and any subsequent amendments shall be deemed to be incorporated. The terms of this Chapter shall be deemed to be incorporated in any Use by Special Review or existing use Site Plan issued pursuant to this Chapter with the same force and effect as if this Chapter was set forth verbatim in such Use by Special Review or existing use Site Plan.

13.06.040 Use by Special Review process for new oil and gas operations.

- (a) The process for issuing a Use by Special Review shall be the same as for a Use by Special Review for any land use within the Town pursuant to Section 13.03.040(s) as modified by the following steps. Where the terms of this Section 13.06.040 conflict with Section 13.03.040(s), the provisions of this Section shall apply.
 - (1) Step 1: Optional preapplication conference. The applicant may attend a preapplication conference with a representative from the Town. The purpose of the meeting is to discuss the Use by Special Review submittal requirements and review process.
 - (2) Step 2: Application submittal. The applicant shall comply with the submittal requirements described in the LDO Administrative Manual.
 - (3) Step 3: Staff review for completeness. Within a reasonable period of time, Town staff shall either certify that the application is complete and in compliance with all submittal requirements or reject it as incomplete and notify the applicant of any deficiencies. The applicant shall then correct any deficiencies in the application package, if necessary, and resubmit the required number of copies of the amended application to the Town. This is not a substantive review of the application submitted.

- (4)** Step 4: Referral agencies notified. Upon receipt of a completed application, the Town shall forward the application to the appropriate referral agencies. The referral information shall include the time and place of the public hearings, the nature of the hearings, the location of the subject property and the applicant's name. At a minimum, the application shall be referred to the South Metro Fire Rescue Authority and CDOT.
- (5)** Step 5: Staff review and comments. Town staff shall review the application for compliance with this Chapter and all other applicable federal, state and Town regulations and standards. A summary of this review, including referral comments, shall be sent to the applicant.
- (6)** Step 6: Applicant response. The applicant shall address all of the Town staff comments and any referral agency comments, then submit the following to the Town:
 - a.** A letter explaining how all of the comments have been addressed; and
 - b.** Revised maps and other documents, as necessary.
- (7)** Step 7: Public hearings scheduled and notification process. The applicant shall satisfy the public notice requirements contained in Section 13.03.030(g), and shall also post notice of the hearing on each street adjacent to the property involved for a period of at least 15 continuous days prior to the date of the hearings. An affidavit of posting signed by the applicant shall constitute prima facie evidence of fulfillment of the required posting. The expense of such posting and affidavit shall be paid by the applicant. Signs shall be removed within five days after the close of the hearing.
- (8)** Step 8: Final staff review and report to Planning Commission. Town staff will complete a final review of the resubmitted materials and then prepare a report to the Planning Commission explaining how the application is or is not consistent with the review criteria and applicable Town ordinances, regulations, and standards.
- (9)** Step 9: Review by Planning Commission.
 - a.** Criteria for review. At a public hearing, the Planning Commission shall review the application for Use by Special Review for compliance with the following criteria:
 - 1.** The Site Plans for a facility application comply with the requirements described in the LDO Administrative Manual.
 - 2.** The transportation routes for a facility application comply with the requirements described in the LDO Administrative Manual.
 - 3.** The written narrative for a facility application complies with the requirements described in the LDO Administrative Manual.
 - 4.** No oil and gas location containing an oil or gas well, as such terms are defined in Section 13.02.020, shall be located any closer than 2,000 feet from the nearest parcel lot line for any of the following uses: athletic field, amphitheater, auditorium, childcare facility, correctional facility, dwelling unit, event center, hospital, life care institution, nursing home or nursing facility, recreational facility, school or school facility, or undeveloped residential lot.
 - 5.** All plans have been submitted in compliance with the LDO Administrative Manual and this Chapter.
 - 6.** The application complies with all applicable ECMC, AQCC, EPA, CDPHE, and local laws and regulations, including Sections 13.06.030 through 13.06.170.
 - 7.** The application complies with all other site-specific requirements as determined necessary by the Town that are not in operational conflict and are otherwise consistent with applicable law.
 - 8.** Noise. The facility shall, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, minimize noise and noise impacts to surrounding land uses. The application shall acknowledge the requirements in Section 13.06.150 for noise control and shall indicate how compliance will be achieved.
 - 9.** Light and dust. The facility shall, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, minimize dust and light pollution.

10. Air quality. The construction and operation of any oil and gas facility shall avoid causing degradation to air quality. To the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, the installation and operation of any oil and gas facility shall eliminate, capture, or minimize all potentially harmful emissions, minimize dust associated with onsite activities and traffic, and demonstrate how the operator will prevent and mitigate gas leaks and air emissions.
11. Emergency preparedness and response. Oil and gas operations shall avoid risks of emergency situations such as explosions, fires, gas, oil or water pipeline leaks, ruptures, hydrogen sulfide or other toxic gas or fluid emissions, and hazardous material vehicle accidents or spills. Oil and gas operations shall ensure that, in the event of an emergency, adequate practices and procedures are in place to protect public health and safety and repair damage caused by emergencies. The application shall acknowledge the requirements in Section 13.06.090 for emergency inspections and emergency response and shall indicate how compliance will be achieved, including submitting emergency response and fire protection plans that are mutually acceptable to the applicant and the South Metro Fire Rescue Authority and the Parker Police Department. Such plans shall include a list of local telephone numbers of public and private entities and individuals to be notified in the event of an emergency, the location of the well and provisions for access by emergency response entities.
12. A weed control plan that to the maximum extent possible, and to prevent adverse impacts to the environment, avoids causing degradation to vegetation.
13. Adequate water supply. Development applications for proposed oil and gas facilities shall demonstrate that the available water supply is the least detrimental to the environment among the available sources and adequate to meet the needs of the development. Approval may be conditioned upon sufficient proof of adequate water supply.
14. Water quality. Oil and gas facilities shall, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment avoid causing degradation to surface or ground waters within the Town.
15. Grading, drainage, and erosion. To the maximum extent possible, and to prevent adverse impacts to the environment, oil and gas facilities shall not cause significant erosion or sedimentation and shall be conducted in accord with the grading, drainage, and erosion control plan.
16. Risk management plan that anticipates potential risks associated with oil and gas development, particularly in and around land uses, and maintains appropriate safety management plan and emergency response and preparedness plans in place.
17. Abandoned wells plan that, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, minimizes risks associated with abandoned wells.
18. Wetlands protection. Oil and gas facilities shall, to the maximum extent possible, and to prevent adverse impacts to the environment, avoid causing degradation to wetlands within Town of Parker. Among other methods to achieve compliance with this standard, the proposed oil and gas facility shall not alter historic drainage patterns or flow rates or shall include acceptable mitigation measures to compensate for anticipated drainage impacts.
19. Cultural and historic resources. Oil and gas facilities shall avoid causing degradation of cultural or historic or archaeological resources, sites eligible for Town designation as an historical landmark, or sites in the National Historic Register. Operator shall have approval from the State Historic Preservation Office detailing required protection and mitigation measures to be implemented to preserve any historical or cultural resources potentially affected by the proposed facility, and to provide a copy of such approval to the Town, in consultation with the surface owner and subject to any confidentiality requirements.
20. Floodplains and floodways. Facilities and equipment are prohibited in floodways, as defined by the Federal Emergency Management Agency. Facilities and equipment shall not be located in the 100-

year floodplain unless all alternate locations outside of the floodplain that allow for extraction or transportation of the resource are more detrimental to health, safety, welfare, or the environment than the proposed location in the floodplain. All above-ground oil and gas facilities approved in a floodplain shall comply with the flood protection measures found in Section 13.08.040(a). Tanks in the 500-year floodplain also require flood protection measures.

21. Geologic hazard areas other than floodplains and floodways. To the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, oil and gas facilities shall not be located in geologic hazard areas.
22. Land disturbance. The installation and operation of any oil and gas facility shall, to the maximum extent possible, and to prevent adverse impacts to the environment, avoid causing degradation to the surface of the property used for the oil and gas facility. Considerations for application of this standard include, but are not limited to, the natural topography and existing vegetation, unnecessary or excessive site disturbance, and minimization of the amount of cut and fill.
23. Natural resources. The installation and operation of any oil and gas facility, pipeline, workover site, or oil and gas access road shall, to the maximum extent, avoid causing degradation to the environment and wildlife including wetlands; floodplain; ponds; creeks, streams and drainageways; migratory birds and raptors; prairie dogs; burrowing owls; state and federal threatened and endangered species for both flora and fauna; any other applicable wildlife concerns including den sites for mammals, like coyotes and foxes; fish and other aquatic life; wildlife corridors; significant habitat; natural landmarks and prominent natural features such as distinctive rocks, outcroppings, and landforms; vegetation including grasses, shrubs, and trees; and visual or scenic resources as identified in the Parker 2035 Master Plan; Open Space, Trails, and Greenways Master Plan; Parks, Recreation, and Open Space Master Plan; or other Town-owned open spaces.
24. Odor. Oil and gas facilities shall comply with Colorado Department of Public Health and Environment, Air Quality Control Commission, Regulation No. 2 Odor Emissions, 5 CCR 1001-4, Regulation No. 3, 5 CCR 1001-5, and Regulation No. 7, 5 CCR 1001-9 Sections VII and VIII. The operator shall notify the Town Administrator or the Town Administrator's designee no later than twenty-four (24) hours after receiving an odor complaint. Odor emitting from sites shall be controlled. Operator to prevent odors from oil and gas facilities from affecting the health and welfare of the public by proactively addressing and, to the fullest extent, resolving complaints filed by impacted members of the community, in coordination with Town of Parker staff.
25. Recreational activity. Oil and gas facilities shall, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, avoid causing degradation to the quality and quantity of recreational activities in the Town. Considerations for application of this standard include, but are not limited to, designated environmental resources, trails, and recreational uses, as identified in any of Parker's Master Plans and guiding documents or identifiable on or near the site.
26. Scenic attributes and character. Oil and gas facilities shall, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, avoid causing degradation to the scenic attributes and character of the area.
27. Surrounding buildings. Oil and gas facilities shall be, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, sited and operated in a manner so that the facility is compatible with surrounding buildings. In applying this standard, separation from surrounding buildings shall be considered the most effective measure to ensure compatibility between proposed oil and gas facilities and existing buildings. Considerations for application of this standard may also include, but are not limited to, impacts on used or occupied structures; the natural topography and existing vegetation; the location of surrounding buildings, prevailing weather patterns, including wind directions and hilltops, ridges, slopes, and silhouetting.

- 28.** Transportation, roads, and access. Oil and gas facilities shall, to the maximum extent possible, and to prevent adverse impacts to public health, safety and welfare, and the environment, be designed and implemented to minimize or mitigate impacts to physical infrastructure of the Town transportation system, ensure public safety, and maintain quality of life for other users of the Town transportation system, adjacent residents, and affected property owners. Where available, existing private roads shall be used to minimize land disturbance unless traffic safety, visual concerns, noise concerns, or other adverse surface impacts dictate otherwise. Operator shall fund infrastructure improvements required to support extraction activities and pay for significant degradation caused by operations and the resulting cost of repairs. Operator shall comply with hazardous material regulations and obtain adequate insurance for exposure related to potential truck accidents. The application shall acknowledge the requirements in Section 13.06.120 for access roads shall indicate how compliance will be achieved.
- b.** Waste management plan. Operator shall recycle drilling, completion, flowback and produced fluids to the maximum extent possible. Waste shall be stored in tanks, transported by tanker trucks and/or pipelines and disposed of at licensed disposal or recycling sites. No disposal of wastewater shall be allowed within the Town. Operator shall include sanitary facilities that comply with ECMC regulations.
 - c.** Conditions of approval. The Planning Commission may recommend, as a condition of approval of a Use by Special Review, any conditions necessary to improve or modify the Site Plan; any conditions necessary to ensure that any negative impacts of the proposed oil and gas operation are eliminated or mitigated; or may impose conditions related to the surface use so long as said conditions do not create an operational conflict with the state's authority to regulate oil and gas development. The Planning Commission shall cause its recommendations to be forwarded to the Town Council.

(10) Step 10: Review by the Town Council.

- a.** A public hearing on the requested Use by Special Review shall be held by the Town Council at a regular or special meeting of the Council. Notice of the public hearing shall be published by posting and by publication as provided by 13.03.030(g). Notice shall be given to the Town's service providers, the county, special districts, and referral agencies as deemed appropriate by the Town.
- b.** The Town Council shall consider evidence presented in the application and at the public hearing and any recommendations of the Planning Commission, if applicable. Following the conclusion of the public hearing, the Town Council shall, by written resolution, render its decision to approve, deny or conditionally approve the application according to the application's compliance with the criteria in paragraph (a)(11)a. above, or it may take the matter under advisement until an announced date certain, not to exceed 30 days from the date of the hearing, at which time it shall render its decision by written resolution. The written resolution shall be prepared by the Town Attorney and shall set forth the findings of the Town Council.
- c.** In the event that an application is granted with conditions, the applicant may, within 15 days of the Town Council's decision, request a rehearing by petitioning for the same to the Town Clerk. The purpose of the rehearing is to afford the applicant the opportunity to demonstrate that removal or modification of one or more of the conditions is necessary to prevent waste or protect owners of correlative rights in a common source to a fair share of production profits or that the decision is otherwise inconsistent with state laws and regulations. Following the conclusion of the rehearing, the Town Council may, by written resolution, render its decision on the application, or it may take the matter under advisement until an announced date certain, not to exceed 30 days from the date of the rehearing, at which time it shall render its decision by written resolution. The written resolution shall be prepared by the Town Attorney, shall set forth the findings of the Town Council and shall confirm, modify, or repeal the conditions contested by the applicant.
- d.** For the purposes of judicial review, the Town Council's final action or decision on an application shall be deemed to have been made as of the date upon which the Town Council approves the written resolution, which shall constitute the final decision of the Town Council.

13.06.050 Existing use Site Plan order for preexisting wells.

An existing use Site Plan order shall be issued administratively by the Town within 21 days following the receipt of the required application material that conforms to the requirements of Section 13.06.040 above, unless a longer time period is required, as determined by the Town.

13.06.060 Use by Special Review order.

Prior to commencement of operations for which a Use by Special Review has been approved, a Use by Special Review order shall be obtained from the Town. The Town shall issue the Use by Special Review order within a reasonable time upon receipt of the following:

- (a) A copy of the resolution of the Town Council approving a Use by Special Review;
- (b) Proof of compliance with any conditions placed in the resolution of the Town Council approving a Use by Special Review;
- (c) A copy of the approved Site Plan;
- (d) A copy of an approved oversized or overweight vehicle or load permit issued by the Town pursuant to Section 13.06.130, if applicable;
- (e) Copies of any necessary state or federal permits issued for the operation if not previously submitted; and
- (f) Copies of all ECMC permits.

13.06.070 Contact information.

The purpose of this Section 13.06.070 is to ensure that the Town has the correct contact information in case of an emergency, Code violation or security concern.

- (a) **Service of notice.** As required by the ECMC, every operator shall designate an agent who is a resident of the state upon whom all orders and notices provided in this Chapter may be served and shall specify in writing a mailing address for such agent. Every operator so designating such agent shall, within 10 calendar days, notify the Town in writing of any change in such agent or such mailing address, unless operations in the Town are discontinued. The Town may serve any notice provided in this Chapter upon the operator by mailing the same, postage prepaid, to the operator's designated agent at their designated address. Service shall be complete upon such mailing. The operator shall give the Town written notice of any change in the designated agent or their contact information.
- (b) **Transfer of operator or new operator.** As required by ECMC, the operator shall notify the Town, in writing, of any sale, assignment, transfer, conveyance or exchange by said operator of a well's property and equipment within ten calendar days after such sale, assignment, transfer, conveyance or exchange. The notice shall provide a map indicating the location of the properties and equipment involved in the transaction.

13.06.080 Security inspections and security fee.

- (a) The Town Council finds that oil and/or gas well sites and their associated infrastructure create special and unique issues, which the Town is required to address to protect the safety of residents, and, therefore, it is reasonable to assess an annual security inspection fee, as set forth in this Section 13.06.080.
- (b) The Town Council hereby establishes an annual security inspection fee due to the Town for all oil and/or gas well sites that are not classified as shut-in by the Planning Commission and are presently located within the corporate limits of the Town. This annual fee shall be payable in advance on or before the 31st day of January each year thereafter. The fee for this annual security inspection shall be established by the Town Manager or the Town Manager's designee.
- (c) Failure of any owner of an oil and/or gas well to make payment of this fee by January 31 of each calendar year shall subject the owner to a 15 percent administrative surcharge fee. Interest on the unpaid fee shall be one percent per month for each month that this fee remains unpaid. In the event litigation is deemed necessary and

appropriate by the Town in order to collect this fee, the Town shall be entitled to its reasonable attorneys' fees and costs.

13.06.090 Emergency inspections and emergency responses.

The applicant for a Use by Special Review or existing use Site Plan order shall provide the telephone number of a contact person who may be reached 24 hours a day for purposes of being notified of any proposed Town emergency inspection under this Section 13.06.090. Any site for which a Use by Special Review or existing use Site Plan order has been granted may be inspected by the Town at any time, to ensure compliance with the requirements of the approved Use by Special Review or existing use Site Plan order or to address any emergencies that may arise. By accepting an approved Use by Special Review or existing use Site Plan order, the applicant grants its consent to such emergency inspections. The operator shall reimburse the Town or the applicable fire district for any emergency response costs incurred by the Town or the South Metro Fire Rescue Authority in connection with activity at the well site or production site, except that the operator shall not be required to pay for emergency response costs where the response was precipitated by the mistake of the Town.

13.06.100 Building and Grading Permits.

In addition to any other requirements of this Chapter, Building Permits must be obtained for all above-ground structures to which the applicable Town Building Codes apply as provided by Title 11, *Building and Construction*, of the Parker Municipal Code. Grading Permits must be obtained for site grading as provided by Chapter 11.10, *Grading and Earth Movement*, of the Parker Municipal Code.

13.06.110 Use tax.

All operators must conform to applicable provisions of this LDO relating to taxation.

13.06.120 Access roads.

All private roads used to provide access to the tank batteries or the well site shall be improved and maintained according to the following standards:

(a) Tank battery access roads. Access roads to tank batteries shall conform to the following minimum standards:

- (1) A graded gravel roadway having a prepared subgrade and an aggregate base course surface a minimum of six inches thick, compacted to a minimum density of 95 percent of the maximum density as determined pursuant to generally accepted engineering sampling and testing procedures. The aggregate material, at a minimum, shall meet the requirements for Class 3, aggregate base course as specified for aggregate base course materials in the CDOT's Standard Specifications for Road and Bridge Construction, latest edition.
- (2) The access roadway shall be graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways (such as roadside swales, gulches, rivers, creeks and the like) by means of an adequate culvert pipe. Adequacy of the pipe is subject to approval of the Director of Engineering/Public Works and pursuant to Section 13.08.050(d)(1).
- (3) The access roadway shall be maintained so as to provide a passable roadway free of ruts and dust at all times.
- (4) Access roadways serving special hazards, or where a structure is located, shall require that all access roads comply with the requirements of the current adopted edition of the International Fire Code, Chapter 5 and Appendix D.
- (5) The access roadway intersecting a municipal street or roadway shall be hard surfaced at least from the municipal street to the right-of-way line. Vehicles using the access roadway shall not track mud or other debris onto municipal streets from the access road.
- (6) Reclamation of the access roadway shall commence within one month of the roadway being abandoned and shall conform to all applicable ECMC rules and regulations regarding site reclamation and Section

13.08.050(c)(1), *Storm drainage and environmental criteria manual*, and Chapter 11.10, *Grading and Earth Movement* of the Parker Municipal Code.

(b) Wellhead access roads. Access roads to wellheads shall conform to the following minimum standards:

- (1) A graded dirt roadway compacted to a minimum density of 95 percent of the maximum density as determined pursuant to generally accepted engineering sampling and testing procedures and approved by the Town.
- (2) The access roadway shall be graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways by means of an adequate culvert pipe. Adequacy of the pipe shall be subject to approval by the Town and pursuant to 13.08.050(c)(1).
- (3) The access roadway shall be maintained so as to provide a passable roadway free of ruts and dust at all times.
- (4) Access roadways serving special hazards, or where a structure is located, shall require that all access roads comply with the requirements of the current adopted edition of the International Fire Code, Chapter 5 and Appendix D.
- (5) An access roadway intersecting a municipal street or roadway shall be hard surfaced at least from the municipal street to the right-of-way line and shall be subject to the requirements contained in Chapters 10.01, *Streets and Sidewalks* and 10.09, *Public Rights-of-Way Construction, Excavation, and Work*, of the Parker Municipal Code. Vehicles using the access roadway shall not track mud or other debris onto municipal streets from the access road.
- (6) Reclamation of the access roadway shall commence within one month of the roadway being abandoned and shall conform to all applicable ECOM rules and regulations regarding site reclamation and Section 13.08.050(c)(1), *Storm drainage and environmental criteria manual*, and Chapter 11.10, *Grading and Earth Movement*, of the Parker Municipal Code.

13.06.130 Oversized or overweight vehicle or load permit.

An oversized or overweight vehicle or load permit shall be required for all oversized or overweight vehicles or loads as defined in Sections 42-4-501 through 42-4-511, C.R.S., that use Town streets and shall be subject to the requirements contained in Section 7.01.060, *Safety standards and specifications*, of the Parker Municipal Code. Said permit, if required, shall be obtained from the Town prior to such use. The applicant shall comply with all Town and state regulations regarding weight limitations on streets within the Town, and the applicant shall minimize oversized or overweight vehicle traffic on streets within the Town.

13.06.140 Fencing requirements.

- (a) At the time of initial installation, or upon the issuance of an existing use Site Plan order, fencing is required for all pumps, wellheads and production facilities that are within an approved subdivision or within 1,000 feet of an existing public road or existing structure or if a well site falls within a high-density area as defined by the ECOM. All pumps, pits, wellheads, and production facilities shall be adequately fenced to restrict access by unauthorized persons. For security purposes, all such facilities and equipment used in the operation of a completed well shall be surrounded by a fence six feet in height, and so long as the material is noncombustible and allows for adequate ventilation, the gates shall be locked.
- (b) The following specific standards shall apply to all oil and gas wells and production facilities.
 - (1) Fence enclosures shall be constructed of one of the following materials:
 - a. A solid masonry wall;
 - b. A chain-link fence with wire mesh and openings not exceeding three and one-half inches; or
 - c. Any other material compatible with surrounding uses that effectively secures the oil operation site, approved by the Town.

- (2) All fencing or masonry walls shall be of a solid neutral color compatible with surrounding uses and maintained in a neat, orderly, and secure condition. Neutral colors shall include sand, grey and unobtrusive shades of green, blue, and brown or other colors approved by the Town.
- (3) All chain-link fences and masonry walls shall be equipped with at least one gate. The gate shall meet the following specifications:
 - a. The gates shall be of chain-link construction that meets the applicable specifications or of other approved material that, for safety reasons, shall be at least as secure as a chain-link fence;
 - b. The gates shall be provided with a combination catch and locking attachment device for a padlock and shall be kept locked except when being used for access to the site; and
 - c. The operator must provide the South Metro Fire Rescue Authority and the Parker Police Department with a "Knox Padlock" or "Knox Box with a key" to access the well site, to be used only in case of an emergency.

13.06.150 Noise.

- (a) At a minimum, any equipment used in drilling, completion, or production of a well must comply with the maximum permissible noise levels set forth at Section 25-12-103, C.R.S.
- (b) Where a facility does not comply with the required setback or other portions of the standards in this Chapter, additional noise mitigation may be required. In determining noise mitigation, specific site characteristics shall be considered, including, but not limited to, the following:
 - (1) Nature and proximity of adjacent development (design, location, type);
 - (2) Prevailing weather patterns, including wind directions;
 - (3) Vegetative cover on or adjacent to the site; and/or
 - (4) Topography.
- (c) Based upon the specific site characteristics set forth in this Section 13.06.150, the nature of the proposed activity and its proximity to surrounding development and type and intensity of the noise emitted, additional noise abatement measures above and beyond those required by ECMC may be required. The level of required mitigation may increase with the proximity of the facility to existing residences and platted subdivision lots and/or the level of noise emitted by the facility. One or more of the following additional noise abatement measures may be required:
 - (1) Acoustically insulated housing or covers enclosing any motor or engine;
 - (2) Screening of the site or noise-emitting equipment by fence or landscaping;
 - (3) Solid wall or fence of acoustically insulating material surrounding all or part of the facility;
 - (4) A noise management plan specifying the hours of maximum noise and the type, frequency, and level of noise to be emitted; and/or
 - (5) Construction of buildings or other enclosures may be required where facilities create noise and visual impacts that cannot otherwise be mitigated because of proximity, density and/or intensity of adjacent land use.

13.06.160 Abandonment and plugging of wells and reclamation.

- (a) The operator shall comply with all ECMC rules with respect to abandonment and plugging of wells.
- (b) The operator shall at all times keep all access roads, well sites and other areas used for its purposes, free from weeds, debris and litter and shall properly maintain such areas as provided by Chapter 6.01, *Nuisances*, of the Parker Municipal Code; Chapter 11.10, *Grading and Earth Movement*, of the Parker Municipal Code; and Section 13.08.050(c)(1), *Storm drainage and environmental criteria manual*, and the operator shall minimize interference with a surface owners' normal use of contiguous lands caused by weeds, debris and litter.

- (c) Operators of wells that are to be abandoned upon the completion of drilling and not be put into production shall notify the South Metro Fire Rescue Authority not less than two hours prior to commencing plugging operations.
- (d) Operators of formerly producing wells shall notify the South Metro Fire Rescue Authority not less than two working days prior to removing production equipment or commencing plugging operations.
- (e) The operator shall provide summary documentation from the ECMC plugging and abandonment reports to the Town at the same time they are filed with the ECMC.
- (f) The operator shall notify the Town as to whether or not the flow lines have been abandoned.
- (g) Reclamation of the site shall commence within one month of the wellbeing abandoned and plugged and shall conform to all applicable ECMC rules and regulations regarding site reclamation and Section 13.08.050(c)(1) *Storm drainage and environmental criteria manual*, and Chapter 11.10, *Grading and Earth Movement*, of the Parker Municipal Code.

13.06.170 Violation and enforcement.

- (a) **Unlawful to construct or install unapproved oil and gas facilities.** Except as otherwise provided in this Chapter, it is unlawful to construct, install or cause to be constructed or installed any oil and gas well or production facility within the Town, unless approval of a Use by Special Review has been granted by the Town Council. The unlawful drilling or redrilling of any well or the production therefrom is a violation of this Chapter.
- (b) **Approvals required.** It is unlawful to fail to obtain a Use by Special Review or existing use Site Plan order where one is required pursuant to this Chapter.
- (c) **Inaccurate information.** Unlawful to provide false, misleading, deceptive, or inaccurate information and/or documentation in an application for a Use by Special Review or existing use Site Plan order. Except as otherwise provided in this Chapter, it is unlawful for the applicant to provide information and/or documentation upon which the approval of a Use by Special Review was based, that the applicant, its agents, servants, or employees knew or reasonably should have known was materially false, misleading, deceptive or inaccurate.
- (d) **Penalty.** Any person convicted of a violation of any of the acts enumerated in Subsections (a), (b) and (c) above, or who commits any act or omission in violation of any provision of this Chapter, or of the conditions and requirements of the Use by Special Review, which acts are not addressed by the Colorado Oil and Gas Commission fine schedule, may be punished by a fine of not more than \$1,000.00. Each day of such unlawful operation constitutes a separate violation.
- (e) **Civil action.** In case any well, production facility, building or structure is, or is proposed to be, erected, constructed, reconstructed, maintained, altered or used, or any land is, or is proposed to be, used in violation of any provision of this Chapter or the conditions and requirements of the Use by Special Review or any existing use Site Plan order, the Town Attorney, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, maintenance, alteration or use.
- (f) **Recovery of fees.** Should the Town prevail in any action for legal or equitable relief for a violation of the provisions of this Chapter, in addition to any other penalties or remedies that may be available, the Town shall be entitled to recover any damages, costs of action, expert witness fees and reasonable attorneys' fees incurred.

Chapter 13.07 Marijuana Facilities

13.07.010 Medical marijuana.

(a) Findings and legislative intent. The Town Council makes the following legislative findings:

- (1) The Town Council finds and determines that the Colorado Medical Marijuana Code, Section 44-11-101, et seq., C.R.S., clarifies Colorado law regarding the scope and extent of Amendment 20 to the Colorado Constitution.
- (2) The Town Council finds and determines that the Colorado Medical Marijuana Code specifically authorizes in part that the governing body of a municipality may "vote to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses."
- (3) The Town Council finds and determines that the Colorado Medical Marijuana Code further specifically authorizes a municipality in part "to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses...based on local government zoning, health, safety, and public welfare laws for the distribution of medical marijuana."
- (4) The Town Council finds and determines, after careful consideration of the provisions of the Colorado Medical Marijuana Code, Article XVIII, Section 14 of the Colorado Constitution, and after evaluating, inter alia, the potential secondary impacts associated with the retail sale, distribution, cultivation and dispensing of medical marijuana through medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers' licenses, that such land uses have an adverse effect on the health, safety and welfare of the Town and the inhabitants thereof.
- (5) The Town Council therefore finds and determines, as a matter of the Town's local land use and zoning authority as a home rule municipality pursuant to the provisions of Article XX, Section 6 of the Colorado Constitution, and consistent with the authorization provided by the Colorado Medical Marijuana Code, that no suitable location exists within the corporate limits of the Town for the cultivation, manufacture and sale of medical marijuana by the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers' licenses.
- (6) The Town Council recognizes and affirms the protections afforded by Article XVIII, Section 14 of the Colorado Constitution, and desires to affirm the ability of patients and primary caregivers to otherwise be afforded the protections of Article XVIII, Section 14 of the Colorado Constitution and Section 25-1.5-106, C.R.S. as the same may be amended from time to time.

(b) Authority.

The Town Council hereby finds, determines, and declares that it has the power and authority to adopt this Article pursuant to:

- (1) The Colorado Medical Marijuana Code, Section 44-11-101, et seq., C.R.S.;
- (2) The authority granted to home rule municipalities by Article XX of the Colorado Constitution;
- (3) The powers contained in the Town of Parker Home Rule Charter;
- (4) The Local Government Land Use Control Enabling Act, Article 20 of LDO 29, C.R.S.;
- (5) Part 3 of Article 23 of LDO 31, C.R.S. (concerning municipal zoning powers);
- (6) Section 31-15-103, C.R.S. (concerning municipal police powers);
- (7) Section 31-15-401, C.R.S. (concerning municipal police powers); and
- (8) Section 31-15-501, C.R.S. (concerning municipal authority to regulate businesses).

13.07.020 Marijuana facilities and stores. | Medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers' licenses prohibited.

(c) Medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers' licenses prohibited. It is unlawful for any person to operate, cause to be operated or permit to be operated a medical marijuana center, optional premises cultivation operation or facility for which a medical marijuana-infused products manufacturers' license could otherwise be obtained within the Town, and all such uses are hereby prohibited in any location within the Town, or within any area annexed to the Town.

(d) Patients and primary caregivers. Nothing in this Chapter 13.07 shall be construed to prohibit, regulate or otherwise impair the use of medical marijuana by patients as defined by the Colorado Constitution, or the provision of medical marijuana by a primary caregiver to a patient pursuant to the Colorado Constitution, and consistent with Section 25-1.5-106, C.R.S., and rules promulgated thereunder, as the same statute and rules may be amended from time to time.

(e) Penalty. A violation of the provisions of this Chapter shall be punishable as follows:

- (1)** By a fine of not more than \$999.00, or imprisonment in the county jail for not more than 364 days, or by both such fine and imprisonment;
- (2)** Each day a violation of the provisions of this Chapter is committed, exists, or continues shall be deemed a separate offense;
- (3)** The Town is specifically authorized to seek an injunction, abatement, restitution, or any other remedy necessary to prevent, enjoin, abate, or remove the violation; and
- (4)** Any remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law or in equity.

(f) Effective date. The ordinance codified in this Chapter shall take effect upon the Effective Date of House Bill 10-1284, which for most purposes is July 1, 2010.

13.07.020 Marijuana facilities and stores.

(a) Findings and legislative intent. The Town Council makes the following legislative findings:

- (1)** The Town Council finds and determines that Article XVIII, Section 16 of the Colorado Constitution specifically authorizes in part that the governing body of a municipality may enact an ordinance to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores.
- (2)** The Town Council finds and determines, after careful consideration of the provisions of Article XVIII, Section 16 of the Colorado Constitution and after evaluating, inter alia, the potential secondary impacts associated with the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores, that such land uses have an adverse effect on the health, safety and welfare of the Town and the inhabitants thereof.
- (3)** The Town Council therefore finds and determines that, as a matter of the Town's local land use and zoning authority as a home rule municipality pursuant to the provisions of Article XX, Section 6 of the Colorado Constitution, and consistent with the authorization provided by the Article XVIII, Section 16 of the Colorado Constitution, no suitable location exists within the corporate limits of the Town for the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores' licenses.

(b) Authority. The Town Council hereby finds, determines, and declares that it has the power and authority to adopt this Article pursuant to:

- (1)** Article XVIII, Section 16 of the Colorado Constitution;
- (2)** The authority granted to home rule municipalities by Article XX of the Colorado Constitution;
- (3)** The powers contained in the Town of Parker Home Rule Charter;

13.07.020 Marijuana facilities and stores. | Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores' licenses prohibited.

- (4) The Local Government Land Use Control Enabling Act, Article 20 of LDO 29, C.R.S.;
- (5) Part 3 of Article 23 of LDO 31, C.R.S. (concerning municipal zoning powers);
- (6) Section 31-15-103, C.R.S. (concerning municipal police powers);
- (7) Section 31-15-401, C.R.S. (concerning municipal police powers); and
- (8) Section 31-15-501, C.R.S. (concerning municipal authority to regulate businesses).

(c) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores' licenses prohibited. It is unlawful for any person to operate, cause to be operated or permit to be operated any marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores within the Town, and all such uses are hereby prohibited in any location within the Town, or within any area hereinafter annexed to the Town.

(d) Penalty. A violation of the provisions of this Chapter shall be punishable as follows:

- (1) By a fine of not more than \$999.00, or imprisonment in the county jail for not more than 364 days, or by both such fine and imprisonment;
- (2) Each and every day a violation of the provisions of this Chapter is committed, exists, or continues shall be deemed a separate offense;
- (3) The Town is specifically authorized to seek an injunction, abatement, restitution, or any other remedy necessary to prevent, enjoin, abate, or remove the violation; and
- (4) Any remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law or in equity.

(e) Effective date. The ordinance codified in this Chapter shall take effect upon the Effective Date of Article XVIII, Section 16 of the Colorado Constitution.

(f) Designated representative. Pursuant to Section 16(5)(e) of Article XVIII of the Colorado Constitution, the Town Council hereby designates the Town Clerk as the representative responsible for the intake, processing and response to any application or inquiry concerning retail marijuana establishments within the Town. Nothing contained within this Chapter 13.07 shall be construed to authorize the operation of any marijuana establishment within the Town or within any area hereinafter annexed to the Town.

Chapter 13.08 Development Standards

13.08.010 Purpose.

- (a) The purpose of this Chapter is to establish minimum standards for all development in the Town. These standards promote a high quality of design in order to protect the public health, safety, and welfare; promote environmental protection and conservation; and preserve the quality of life for Town residents and businesses.
- (b) The Town encourages the use of innovative design or development practices which further the goals of this Chapter. The standards included in this Article shall be the minimum standards applicable to all development in the Town.

13.08.020 Applicability.

(a) **Generally.** The requirements of this Chapter 13.08 shall apply to all new development of vacant land, all construction of new primary or accessory structures, and all expansions of the gross floor area of existing primary structures, as more specifically indicated in Subsection (b) below unless otherwise stated in this LDO.

(b) **Activities that require compliance with specific standards.**

- (1) Table 13.08.A identifies the steps in the development process at which compliance with specific development standards contained in this Chapter 13.08 will be confirmed. However, Table 13.08.A does not exempt any development activity from the requirement to comply with applicable standards of this LDO and any applicable federal, state, or local regulations throughout the development process. Additional information on applicability is provided in the referenced Sections.
- (2) Notwithstanding Subsection (1) above, Section 13.01.070, *Nonconformities*, identifies activities that trigger full and limited compliance for lawful nonconforming sites and structures with specific development standards contained in this Chapter 13.08.

Table 13.08.A: Development Standards Compliance Thresholds				
A cell including "✓" indicates standards in this Chapter to be reviewed for this type of development application				
LDO Standard	LDO Section	Subdivision	Site Plan	Change of Use
Subdivision Standards	13.08.030	✓	✓	
Floodplain	13.08.040(a)	✓	✓	✓
Grading and Drainage	13.08.050	✓	✓	
Access, Connectivity and Circulation	13.08.060	✓	✓	
Airport	13.08.070	✓	✓	
Parking and Loading	13.08.080		✓	✓
Landscape, Buffering, and Screening	13.08.090		✓	✓
Building Design	13.08.100		✓	
Exterior Lighting	13.08.110		✓	

13.08.030 Subdivision standards.

(a) **Purpose.** The purpose of this Section 13.08.030 is:

- (1) To promote the general health, safety, and welfare of the present and future inhabitants of the Town. Land proposed for subdivision shall be capable of being used safely for the intended purpose without danger to health or peril from fire, flood, geologic hazards, or other natural hazards.

- (2) To guide future growth and development within the Town and ensure adequate and efficient transportation, water, waste disposal, schools, fire and police protection, recreation and open space opportunities, and other services and facilities.
- (3) To encourage a diversity of housing types and densities in order to assure adequate housing for all persons.
- (4) To provide for the preservation and conservation of unique or distinctive natural areas, significant stands of vegetation; natural landmarks; significant wildlife habitats including breeding grounds, nesting areas, migration routes and wintering areas; drainage, riparian, and wetland areas; scenic views; identified aquifer recharge areas, historic features, and archaeologically sensitive sites.
- (5) To implement the Master Plan, the zoning standards in this LDO, and approved and recorded Development Guides and plans where property is zoned Planned Development.
- (6) To protect both urban and nonurban development by minimizing the conflicts between the land uses and structures.
- (7) To ensure that the necessary services and facilities are available and have sufficient capacity to serve the proposed subdivision.
- (8) To provide for an adequate and accurate system to record land subdivisions, ensuring proper legal descriptions and survey monumentation, in order to inform the public and especially future residents of the facts about the subdivision thereby safeguarding the interests of the public, the homeowner, the property owner and the Town.
- (9) To implement the Roadway Design and Construction Criteria Manual, the Storm Drainage and Environmental Criteria Manual and other applicable Town regulations.

(b) Applicability. This Section 13.08.030 shall apply to all new subdivisions of land in the Town and to all replats or plat corrections, unless otherwise provided in this LDO. More information about when these standards are applied is available in Table 13.08.A.

(c) General.

- (1) All subdivision approvals shall be in conformance with the Master Plan, zoning requirements of Chapter 13.04 and approved and recorded Development Guides and plans where property is zoned Planned Development (PD).
- (2) Land proposed for subdivision shall not be approved until all requirements have been met for subdivision design, access, parks, trails, recreation and open spaces, schools, drainage, water, wastewater disposal, traffic controls, road improvements and services.
- (3) The cost and installation of improvements, police and fire protection, or other reasonably necessary improvements, which primarily benefit the land being subdivided, shall be borne by the owners/ developers of such land.
- (4) Subdivisions shall provide for the preservation of significant stands of vegetation; unique or distinctive topographic features including buttes and rock outcroppings; drainage, riparian and wetland areas; significant wildlife habitats including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; identified aquifer recharge areas and important historical or archaeological sites.

(d) Lot and block layout.

- (1) The layout and shapes of blocks shall be determined with due regard to:
 - a. Limitations and opportunities of topography.
 - b. Convenient and safe access and circulation, including access and circulation for emergency and service vehicles.
 - c. Applicable LDO or PD zoning regulations regarding lot sizes, setbacks, and dimensions.
 - d. Provision of adequate building sites suitable to the special needs of the type of use contemplated.

- e. Availability of utility service and utility system design and capacity.
 - f. Preservation of significant stands of vegetation; unique or distinctive topographic features including buttes and rock outcroppings; drainage, riparian and wetland areas; significant wildlife habitats including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; identified aquifer recharge areas and important historical or archaeological sites.
- (2) The location, lengths, widths, distribution, and layout of blocks shall comply with the standards in:
- a. The Development Design Standards;
 - b. Section 13.08.040, *Sensitive lands avoidance*;
 - c. Section 13.08.050, *Grading and drainage*; and
 - d. The Roadway Design and Construction Criteria Manual
- (3) The sizes, lengths, and widths of lots shall be adequate to accommodate the landscaping, screening, and buffering required by Section 13.08.090.
- (4) The width, depth, shape, and orientation of lots shall be designed appropriately for the location and configuration of the property and for the type of use contemplated.
- a. No buildable lots shall be platted in areas subject to flooding except in conformance with Section 13.08.040(a), *Floodplain regulations*.
 - b. Whenever a development is proposed, the developer or owner may be required to dedicate to the Town, or to reserve such public area for purchase by an appropriate public agency, that portion of the designated area required to mitigate the anticipated impacts of the subdivision on the Town's public areas or open spaces.
 - c. All lots shall front on a public street or private street with easements guaranteeing public access.
 - d. Depth and width of lots shall be adequate to provide the necessary private service and parking facilities required by the type of use and development contemplated.
 - e. Lots shall be designed to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area.
 - f. Corner lots shall generally be adequate in size to compensate for two street frontages and accommodate required building setbacks, vehicular sight distance triangles, and associated easements, that conform to the Roadway Design and Construction Criteria Manual.
 - g. Side lot lines shall be preferred at right angles to the street or at right angles to the tangent to the curve of the street as shown in Figure 08.1.

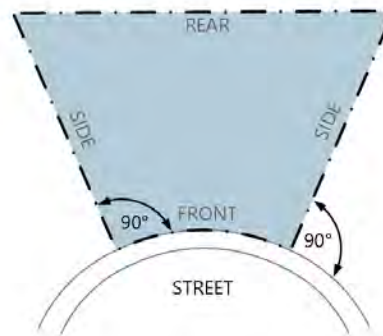


Figure 08.1 Side Lot Lines

- h. Residential lots shall not obtain direct access from a collector or arterial street. When private driveway access from a collector or arterial is necessary for several adjacent lots, such lots shall be served by a combined access drive, which shall be platted as a permanent access easement.
 - i. Irregular shaped lots, including flag lots, may be allowed where necessary due to unusual site conditions, particularly topography, floodplains, significant vegetation, or soil suitability. These lots shall not be created with protrusions, extensions or stems of less than 30 feet in width, in order to accommodate a 20 foot wide drive aisle with five foot landscaping buffer.
- (5) Subdivisions shall be designed to provide for lots that are of an appropriate size and configuration for the site characteristics and intended uses; connections between neighborhoods, shopping and recreation areas that are safe and convenient; adequate buffering from the adverse impacts of adjacent uses through lot orientation, setbacks, landscaping or other appropriate methods; conservation of water, land and energy resources; minimization of grading, road cuts and fills and a road system designed to preserve the integrity and function of the arterial and local roadway network.

(e) Street and circulation standards.

- (1) All street and circulation systems for motor vehicles, bicycles, and pedestrians shall comply with the standards in:
- a. Section 13.08.040, *Sensitive lands avoidance*;
 - b. Section 13.08.050, *Grading and drainage*; and
 - c. Section 13.08.060, *Access, connectivity, and circulation*.
- (2) The arrangement, character, extent, and location of all streets shall conform to the Roadway Design and Construction Criteria Manual, and other adopted transportation standards and shall conform to the Transportation Master Plan and Complete Streets Policy to the maximum extent practicable.
- (3) The arrangement, character, extent, and location of all streets shall consider the relationship to:
- a. Existing and other planned streets;
 - b. Topographical conditions;
 - c. Drainage;
 - d. Public convenience and safety; and
 - e. The land uses of land served by such streets.

(f) Residential roadway buffers.

- (1) New single-family and duplex residential development shall provide a residential roadway buffer between the edge of each right-of-way of a highway, arterial, and collector roadway (as described in the Roadway Design and Construction Criteria Manual) and the adjacent or nearest residential lot(s).
- (2) The residential roadway buffer width shall be determined according to Table 13.08.B.

Table 13.08.B: Residential Roadway Buffer Standards	
Road Classification	Minimum Residential Roadway Buffer [1]
Six-lane roadway, principal arterial, and Parker Road	35 ft.
Four-lane roadway, arterial and major collector	30 ft.
Two-lane roadway, all other collectors	25 ft.
Notes: [1]: Measured from right-of-way (existing or proposed) to nearest rear and side residential lot lines	

- (3) Residential roadway buffers shall be landscaped according to the standards in Section 13.08.090(i).

The Town may approve, at its sole discretion, a plan to reallocate required residential roadway buffer areas where they provide a varied and creative edge design and provide a remedy for site-specific hardship or design constraints, subject to the following criteria:

- a. There is no decrease in the total required residential roadway buffer area for a single block.
- b. The buffer area shall remain within the originating block, except that where blocks are less than 500 feet in length the residential roadway buffer area may be reallocated to adjacent blocks if approved by the Planning Director.
- c. The reallocation does not reduce any buffer area to less than 50 percent of the minimum buffer width shown in Table 13.08.B.
- d. Any residential roadway buffer area with a width less than that shown in Table 13.08.B shall include enhanced landscaping as required by Section 13.08.090(i)(2)c and shall be designed to mitigate the visual and noise impacts resulting from the decreased buffer.
- e. The amount of residential buffer area reallocated is limited to 25 percent of the total required residential roadway buffer square footage for any given block (intersection to intersection), except that on blocks less than 500 feet in length, the 25 percent limit may be reduced if the Planning Director determines that the resulting buffer will provide equal or better visual buffering and mitigation of noise impact.
- f. The Residential roadway buffer design shall be sensitive to existing topography and provide improved and attractive buffering for residential lots adjacent to arterial and collector roadways.
- g. Residential roadway buffers shall not count towards parks or requirements.

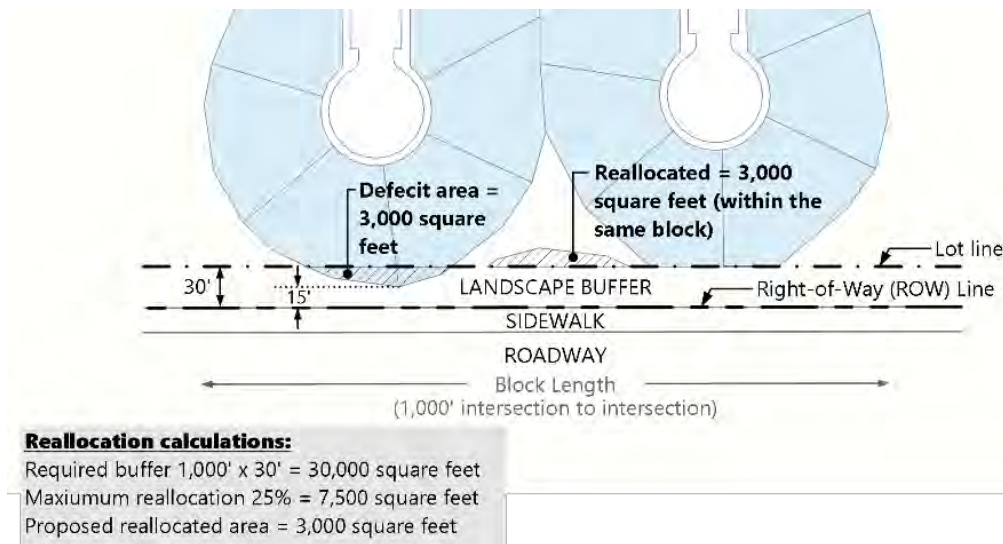


Figure 08.2 Sample Reallocation Plan

(g) Land dedications.

- (1) **Purpose.** The purpose of this Section 13.08.030(g) is to ensure that subdivisions provide adequate sites for the location of public facilities necessitated by the impacts created by new development. Such sites shall be dedicated to the Town, a special district, or a homeowners' association for eventual construction and maintenance. An additional purpose is to require appropriate mitigation in proportion to the impacts created by new development.
- (2) **General requirements.**
 - a. The developer shall provide for the construction, at no cost to the Town, any school district or any special district that has not accepted financial responsibility in writing, all roads adjacent to publicly dedicated sites, traffic signalization to serve the site, extensions of all utilities to the site and other public

- infrastructure as required to mitigate the anticipated impacts of the subdivision on the Town's road system and public infrastructure.
- b. Financial security shall be provided prior to recordation of the final plat to ensure the construction of required public improvements.
 - c. For any development zoned as Planned Development or where an annexation agreement requires the dedication of land for public purposes, this Section shall require the dedication of additional land to fulfill the entire dedication required by this Section 13.08.030(g).
- (3) Land dedications required.** This Section 13.08.030(g)(3) describes required dedications of land during the subdivision approval process. Required dedications of land identified in Subsections (3)a through (3)d below are in addition to the 20 percent goal of development open space described in Subsection (3)e below, Required dedications of land described in Subsections (3)a through (3)d will not be credited towards required open space under Subsection (3)e unless permitted for consideration by the Town in a specific situation identified in this LDO.
- a. **Land dedication for road, street, and highway rights-of-way.**
 - 1. **Intent.** The intent of this Section 13.08.030(g)(3)a is to implement the transportation element of the Master Plan and Transportation Master Plan and to ensure that new development and redevelopment mitigate their impacts on the road, street, and highway systems.
 - 2. **Standards**
 - a) The developer shall provide, at no cost to the Town, adequate right-of-way for the internal or adjacent road, street, or highway according to the classification in the Master Plan and the requirements of the Roadway Design and Construction Criteria Manual.
 - b) The Town may require reasonable improvements to adjacent roadways in order to mitigate impacts of new subdivisions. Rights-of-way necessary to accommodate such improvements shall be dedicated at no cost to the Town and the improvements shall be financially secured by a Subdivision Agreement.
 - c) The conveyance of all land dedicated for public purposes to the Town shall be by warranty deed, special warranty deed, or by plat, and the title shall be free and clear of all liens and encumbrances not acceptable to the Town, and with real property taxes prorated to the time of conveyance. The property owner shall provide a title insurance policy in the Town's name and a certified survey of conveyance.
 - b. **Land dedication for schools.** Lands required to meet the additional needs for school facilities based on proposed development are generally reserved at the time land is zoned for development, and are dedicated at the time of subdivision platting. Land dedicated for schools shall be transferred prior to recording of the Final Plat for any subdivision or portion of a subdivision where reserved school lands are located.
 - 1. **Intent.** The intent of this Section 13.08.030(g)(3)b is to ensure that new development and redevelopment that are anticipated to include school aged children mitigate their impacts on the need for additional school lands for facilities to educate those children.
 - 2. **Criteria for identification and dedication of school lands.**
 - a) Land dedicated for schools shall be suitable for the intended use to meet the need generated by the proposed development and must be suitable for construction of school facilities.
 - b) Sites shall be flat and constructible, free of easements unacceptable to the Town, free of land encumbrances, and shall be located away from hazardous land uses, and located on two street frontages with at least one being a collector street.
 - c) Sites proposed for dedication shall be a single parcel and shall meet minimum size requirements sufficiently square or rectangular to be usable for the intended purpose.

- d) The dedicated school land shall be centrally located and within the service radius, with public access to at least one adjacent collector street frontages, bicycle and pedestrian access via trail or walkway, and free from hazards that would threaten the safety of those using the land. School sites are encouraged to be located adjacent to open space or parks.

3. Calculation of required land dedication.

- a) Unless otherwise determined by the School District and accepted by Town Council, the following formula is used to calculate the minimum amount of required school land dedication to meet the needs of the proposed subdivision:

Table 13.08.C: Acres Per Student	
Facility	Acres
Elementary School (K-6)	.018
Middle School (7—8)	.03
High School (9—12)	.03

- b) Unless otherwise determined by the School District and accepted by Town Council, the following is the minimum acreage required per school:

Table 13.08.D: Minimum Acreage Per School	
Facility	Acres
Elementary School	12
Middle School	30
High School	60
Combined Middle & High School Campus	90

4. Existing dwelling units shall be excluded from the calculation of the school land dedication requirement if they have previously been included in the calculation for school land dedication.
5. Dedicated school land shall be clearly identified on the submitted plat by a legal description. The plat or plan shall also indicate the number of acres for each site and the total acreage proposed for school land dedication within the project.
6. Cash-in-lieu of land dedication shall be required when recommended as necessary by the Planning Director, upon recommendation of the School District, to be more appropriate in satisfying the needs of the proposed development. Such cases include, but are not limited to, small developments not able to meet the minimum acreage requirements or developments that are served by adjacent facilities that could be expanded to satisfy the need created by the proposed development. The Planning Director's recommendation shall be subject to Town Council approval as part of the subdivision approval process.
- a) The cash-in-lieu fee shall be equivalent to the fair market value of the acreage required for school land dedication and shall take into account any recommended valuation by the School District. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one appraisal of the property by a qualified appraiser.
- b) The conveyance of land through the Town's dedication requirement shall occur as outlined in the Subdivision Agreement at the time of the Final Plat for the subdivision filing in which the school site is located. The Town may elect to accept dedication of a required school to hold for the School District until such time as the School District requires the land for school use. Cash-in-lieu of land shall be paid prior to recording of the first Final Plat in the subdivision.

7. The provisions of this Section 13.08.030(g)(3)b shall be in addition to any requirements contained in any Annexation Agreement or other agreement that includes provisions for the dedication of school sites or cash-in-lieu of land. Credit shall be given for any previous dedications or payments that include a land dedication component.
- c. Land dedication for other public facilities.**
1. **Intent.** The intent of this Section 13.08.030(g)(3)c is to ensure that new development and redevelopment mitigate their impacts on the need for land for public facilities other than roads, streets, highways, schools, parks, trails, and open space (each of which is addressed separately in this Section 13.08.030(g)(3), *Land dedications required*).
 2. **Standards**
 - a) For the purpose of mitigating impacts associated with a development, the Town may require the dedication of land for other public facilities, including, but not limited to, fire stations, libraries, police substations, Town maintenance facilities or similar public purposes that are reasonably related to the demand created by the development. Such requirements shall be recommended by the Planning Director based upon requests to the Town made by the public agency impacted by the development and the proportionate share of impacts created by the development. The Planning Director's recommendation shall be subject to Town Council approval as part of the subdivision approval process.
 - b) The conveyance of land dedicated for public purposes to the Town shall be by warranty deed or special warranty deed, and the title shall be free and clear of all liens and encumbrances, including real property taxes prorated to the time of conveyance. The property owner shall provide a certified survey and a title insurance policy in the name of the Town or other public or quasi-public entity as determined by the Town at the time of conveyance.
 - c) Any the conveyance of lands dedicated, or transfer of fees obtained in lieu of land dedications, pursuant to this Section 13.08.030(g)(3), *Land dedications required*, to another public entity shall be pursuant to a petition to the Town Council.
- d. Land dedication for parks and trails.**
1. **Intent.** The intent of this Section 13.08.030(g)(3)d is to ensure that new development and redevelopment mitigate their impacts on the need for parks and trails for the residents, occupants, and users of the new development or redevelopment.
 2. **General requirements.**
 - a) In every district except the Downtown East district, whenever land is proposed for residential subdivision, the developer shall provide land for parks and trails demand generated by the proposed use.
 - b) Required park and trail lands shall be suitable for the development of active recreation, play areas, passive use areas and/or trails, furniture, shade structures and other amenities or, in some instances, to preserve unique landforms or natural areas.
 - c) All parks and trail land shall align with the goals and strategies of the current Parks, Recreation, and Open Space Master Plan.
 - d) All park facilities shall comply with the standards in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual and other Town parks planning and design documents as approved by the Town.
 - e) All trails development shall conform to the criteria as outlined in the Open Space, Trails and Greenways Master Plan and the standards set forth in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.
 - f) Where no suitable land is available in a residential development, cash-in-lieu of land or the equivalent monetary value, off-site improvements in reasonable proximity to the development,

or the donation of recreation facilities may be substituted with the Town's approval. The recommendation as to whether cash-in-lieu rather than dedication of land is required shall be made by the Planning Director based on the impacts of the proposed subdivision on the Town's park and trail system. The Planning Director's recommendation shall be subject to Town Council approval as part of the subdivision approval process.

- g) The Town Council may recommend and encourage additional dedication for open space beyond that required by Subsections 3 or 4 below if deemed necessary to preserve areas of special significance based on criteria set forth in the Open Space, Trails, and Greenways Master Plan. Such additional dedications may be included with the applicable plat.
- h) Any additional dedication of land for parks, trail, or open space required by prior agreement, such as an Annexation Agreement, shall not be reduced.
- i) Park and trail lands required to be dedicated, and any optional dedications of park or trail lands or open space shall be clearly identified on any submitted plat or Site Plan, including the number of acres for each site and the total acreage proposed for park or open space dedication within the project.

3. **Park land dedication for residential development.**

- a) The following formula is used to calculate the minimum amount of land dedication required to provide adequate land for parks in residential developments including residential portions of Planned Development Districts:
 - 1) **Single-Family Detached and Duplexes**
Total Amount = Dwelling units × 0.0239 acres/unit
 - 2) **Single-family attached and Multifamily**
Total Amount = Dwelling units × 0.0139 acres/unit
- b) The formula above is based upon:
 - 1) Seven and one-half acres of developed park land per 1,000 population.
 - 2) An assumed occupancy factor of 3.19 people per household for single-family detached houses and duplexes, and 1.85 people per household for multifamily developments.
- c) For the purposes of calculating the required dedication, existing dwelling units within a subdivision shall be excluded from the calculation of the park requirement.
- d) The Town Council will allocate the acreage requirement between neighborhood and community park categories as deemed necessary to meet specific needs and shall determine the amount of developed park acreage required based upon recommendations by the Community Development Department.
- e) Parcels of land smaller than one acre will not be accepted as dedication for neighborhood-serving parks and parcels of land smaller than ten acres will not be accepted as dedicated for community-serving parks, unless specifically approved by the Town Council.

4. **Park land dedication for nonresidential development.** Within nonresidential developments and nonresidential components of a Planned Development District, the provision of park facilities within nonresidential developments is encouraged but not required.

5. **Identification of land.** Park lands required to be dedicated, and any optional dedications of open space pursuant to Section 13.08.030(g)(3)d.2.g), above, shall be clearly identified on any submitted

plat or Site Plan, including the number of acres for each site and the total acreage proposed for park dedication within the project.

6. Cash-in-lieu of land dedication.

a) Applicability.

- 1) Cash-in-lieu of land dedication or off-site land dedications may be used when:
 - i. The applicant is unable to satisfy the park and open space dedication requirement on-site due to a non-economic hardship;
 - ii. The cash-in-lieu value of park land dedication and park development costs is deemed by the Town to be more appropriate in satisfying the needs of the residents of the proposed development than dedication of land; or
 - iii. The option of cash-in-lieu of land or off-site park dedications will result in improved park and open space design in the surrounding area with substantive public benefit.
- 2) Cases in which cash-in-lieu of park and trail land dedications may include but are not limited to small developments where the required dedication does not meet the minimum size requirement for a dedicated park or open space, and developments that already have adjacent facilities that could be altered or expanded to satisfy the need created by the proposed development.
- 3) In those subdivisions where proposed regional trails are located, no cash-in-lieu of land dedication will be accepted unless an acceptable alternate route for the regional trail is identified by the property owner and the Town determines that the proposed alternate provides equivalent or better public benefit. If an alternative route is accepted by the Town, the applicant will be responsible to contribute cash-in-lieu to fund off-site construction of the trail.

b) Calculation of cash-in-lieu fees. The cash-in-lieu of land dedication and park development costs fee shall be determined by the following process:

- 1) The Parks and Recreation Department and the Community Development Department shall review all cash-in-lieu of land requests and make a recommendation to the Planning Director.
- 2) The Planning Director shall make a final determination on the method in which the land dedication requirements shall be satisfied at the time of Preliminary Plan, or Minor Development Plat.
- 3) The cash-in-lieu fee shall be equivalent to the full market value of the acreage required for park land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu fee and supply the information necessary for the Planning Director to evaluate the adequacy of the proposal. This information shall include at least one appraisal of the property by a qualified appraiser acceptable to the Town.
- 4) When cash-in-lieu of land dedication and park development costs are requested by the Planning Director, the following formula shall be used:
 - i. **$[(A) \times (B)] + (C) = \text{Cash-In Lieu Amount Required.}$**
 - (A) = Total Gross Acreage for Dedication
 - (B) = Total \$ Value/Acre as Determined by Market Value of Land with Infrastructure in Place
 - (C) = Development/Improvement Costs for Total Acreage

- 5) When the combination of land and cash-in-lieu of land is requested by the Planning Director, the following formulas shall be used:
 - i. **(A) - (B) = Total Acreage for Dedication as Cash-in-Lieu (C).**
(A) = Total Park Dedication in Acres Required
(B) = Land Acreage Accepted by Town
 - ii. **(C) × (D) = Cash-In-Lieu Amount Required.**
(C) = Total Acreage for Dedication as Cash-in-Lieu
(D) = \$ Value per Acre as Determined by Market Value + Development Cost per Acre
- 6) The cash-in-lieu fee shall be determined at the time of Final Plat or Minor Development Plat approval and shall be paid to the Town prior to the recording of the Final Plat or Minor Development Plat.
7. **Credits toward park land dedication requirements.** The Town may consider requests for credit to offset some or all of the park land dedication requirements in the following circumstances:
 - a) **Credit for specialized recreation facilities.** The Town may consider a request to meet a portion of park land dedication requirements through the provision of specialized recreation facilities, provided that such facilities:
 - 1) Are available to the general public;
 - 2) Will meet a demonstrated public need; and
 - 3) Replace or supplement facilities that would generally be provided by the Town.
 - b) **Credit for dedication of off-site land.** The Town may consider an applicant's request to meet a portion of park land dedication requirements through dedication or purchase and subsequent dedication of off-site land (land not contiguous to the development), provided that such land:
 - 1) Will meet a demonstrated public need;
 - 2) Meets the selection criteria for a Neighborhood-Serving Park, Community-Serving park, trail, or open space lands as provided in Section 13.08.030(g)(3)d.8, below; and
 - 3) Is within ½ mile of the subject development unless otherwise agreed to by the Town.
 - c) **Credit for alternative provision of park and recreation facilities.** An applicant may request to meet a portion of park land dedication requirements through the provision of park, trails, or recreation facilities or improvements (rather than land) by developers, special districts, and homeowners' associations, and the Town may accept such requests if it determines that the offered improvements will be of equal or greater value to the Town's park system.
 - d) **Credit for private park areas.** An applicant may request to meet a portion of the park land dedication requirement through the provision of private park area, where the amount of land area being considered does not constitute more than 50 percent of the total dedication requirement and the Town may accept such requests if it determines that the offered private park will relieve an equal or greater burden on the Town's park system.
 - 1) Are available and easily accessible to all residents of the neighborhood for no additional use charge; and
 - 2) Meet the criteria in Section 13.08.030(g)(3)d.8 below.

8. Selection criteria for parks and trails.

- a) **Community-serving parks.** Land may be considered for acceptance to satisfy community-serving park land dedication requirements if it complies with the following standards:
- 1) There is sufficient flat surface (preferred 50 percent of land) to provide development of active recreation areas as deemed necessary to meet the needs of the respective service area;
 - 2) Land will not be considered for community-serving park land dedication if it is an exclusive utility easement, public street right-of-way, or pedestrian walkway required under other regulations or contains topographical or hazardous obstructions that would preclude development as a community-serving park;
 - 3) The area to be dedicated shall offer natural and scenic quality and can support both active and passive recreational activities for Town residents;
 - 4) Areas containing lakes, ponds or reservoirs may be considered provided that such area does not exceed one-half of the dedication requirement and the area is contiguous to other acceptable park or open space land;
 - 5) The proposed park shall comply with the design criteria in Section 13.08.030(g)(4), the Parker Parks, Recreation and Open Space Master Plan and other Town planning and design standards as applicable;
 - 6) The minimum size of community-serving parks shall be 10 acres. The preferred size of community-serving parks is 10 to 25 acres. A minimum of 90 percent of the land shall be developable for park uses; and
 - 7) The proposed park shall include amenities pursuant to Section 13.08.030(g)(4)g.
- b) **Neighborhood-serving parks.** Land may be considered for acceptance to satisfy neighborhood park land dedication requirements if it complies with the following standards:
- 1) The land accommodates development of active recreation areas as deemed necessary to meet the needs of the respective service area;
 - 2) The land is not an exclusive utility easement, public street right-of-way or pedestrian walkway required under other regulations or contains topographical or hazardous obstructions that would preclude development as a neighborhood-serving park;
 - 3) Where feasible, a neighborhood-serving park site may be considered for co-locating with an elementary or middle school site in order to benefit from shared facilities such as parking lots, access roads, play fields and other facilities, thereby reducing the overall acreage requirement by a factor equal to those shared facilities;
 - 4) The proposed park shall comply with the design criteria in Section 13.08.030(g)(4), the Parker Parks, Recreation and Open Space Master Plan and other Town planning and design standards as applicable;
 - 5) The minimum size of neighborhood-serving parks shall be one acre. The maximum size shall be nine and 99/100 acres. The preferred size of neighborhood-serving parks is one and one-half to five acres. A minimum of 90 percent of the land shall be developable for park uses; and
 - 6) The proposed park shall include amenities pursuant to Section 13.08.030(g)(4)g.
- c) **Areas not allowed as parks.** The following lands shall not count toward dedicated park requirements or be accepted in satisfaction of park and trail land dedication requirements:
- 1) Private lots or yards in residential developments.
 - 2) Public or private street rights-of-way, medians, and features within roundabouts.

- 3) Parking areas and driveways, except those parking areas and driveways that are developed for the purpose of providing access and parking for the park.
- 4) Land covered by structures not associated with the park use.
- 5) Golf courses.
- 6) Landscaped areas as required in Section 13.08.090.
- 7) Notwithstanding Subsection 6) above, landscaped areas that are required as part of a multifamily development that are designed as a private park for active recreation and meet the criteria contained in i through v below, may be counted towards park dedication requirements if the Town determines that they serve the purpose of a public park as well or better than a dedicated public park.
 - i. Must meet all other requirements within this Section 13.08.030(g)(3), *Land dedications required*;
 - ii. May not be located in a required setback;
 - iii. May not be located within 10 feet of a residential building unless vertical mixed-use;
 - iv. May not be located within 10 feet of a parking area or access drive; and
 - v. Must be accessible to all residents of the multifamily community free of charge.
- d) **Areas accepted for parks in limited circumstances.** The following areas may be accepted toward dedicated park requirements provided they meet the criteria in Section 13.08.030(g)(3)d, *Land dedication for parks and trails*, but only one-half of the acreage dedicated will be credited toward minimum park requirements. For example, for each two acres in the following areas dedicated for parks, only one acre will be credited towards the minimum dedication requirements.
 - 1) Detention ponds in residential developments; and
 - 2) Areas within the floodway as identified by the Flood Insurance Rate Map (FIRM) described in Section 13.08.040(a), *Floodplain regulations*.
- e) **Trails.** Recommended guidelines for trails are listed in the Open Space, Trails, and Greenways Master Plan. Trails may be considered for acceptance for the park land dedication requirements if all the following selection criteria are met:
 - 1) Location of dedicated public trails. Lands dedicated for public trails shall be at locations deemed appropriate by the Town Council. If a specific location has been designated in the Open Space, Trails and Greenways Master Plan, the plat or plans for development shall show the dedication of land for trails in a location that corresponds to the location designated in the Plan;
 - 2) The Town shall not accept land for public trail dedication if the land is a public street right-of-way or pedestrian walkway required under other regulations or if the land contains topographical or hazardous obstructions that would preclude development of a trail; and
 - 3) All trails shall provide for easy, safe, and secure usage and allow for sufficient easement or right-of-way to accommodate pedestrian, bike, and equestrian uses. In most instances, this will require an easement or right-of-way width of a minimum of 30 feet.
9. **Developer responsibility for development of dedicated lands.** The developer shall assume all responsibility for the development of all dedicated parks, open space, and trails in compliance with the development's parks, open space and trails facilities Master Plan unless otherwise determined by the Town. If required by the Town based on the size, location, or character of the proposed development, or in connection with commitments made in an annexation agreement or Planned

Development approval, a park, trail, and open space facilities Master Plan for the proposed development shall be submitted to the Town prior to the time of Final Plat submittal.

10. Conveyance of dedicated land.

- a) Dedication of lands for roads, parks, or trails, shall be conveyed as specified by the plat and/or Subdivision Agreement, and if not specified in those documents, then as specified in this Section 13.08.030(g)(3)d.10.
 - 1) If not conveyed by plat, the conveyance shall be by warranty deed or special warranty deed. In the case of trail lands, the Town may also accept dedication by public easement.
 - 2) The title shall be free and clear of all liens and encumbrances not acceptable to the Town, and with real property taxes prorated to the time of conveyance.
 - 3) The dedicator shall provide the Town with a title insurance policy in the Town's name, and a certified survey of conveyance, at the time of conveyance.
 - 4) Land dedicated for park land shall include the necessary water rights or other available water service to provide irrigation and drinking water.
 - 5) The entity receiving the dedicated land shall be responsible for maintenance of the land unless another entity acceptable to the Town accepts responsibility for maintenance in writing.
 - 6) Parks shall be constructed, inspected, and approved per the approved Site Plan and landscape plan, with probationary and final acceptance by the Town prior to conveyance.
 - 7) As an alternative to dedicating lands required by Sections 13.08.030(g)(3)a, *Land dedication for road, street and highway rights-of-way*, and 13.08.030(g)(3)d, *Land dedication for parks and trails*, the Town may authorize or require all or part of such land to be dedicated to a Special District, Homeowner's Association, or other entity, and may waive or modify requirements in this 13.08.030(g)(3)d.10 as necessary to facilitate conveyance to that District, Association, or entity.

e. Open space.

- 1. **Intent.** The purpose of this Section 13.08.030(g)(3)e is to implement the recommendations for open space in the Town of Parker Open Space, Trails, and Greenways Master Plan. Goals and requirements for open space complement the requirements for dedicated parks and trails in Section 13.08.030(g)(3)d, *Land dedication for parks and trails*, and serve similar purposes, including preservation of natural areas and resources, preservation of scenic views, greater resident access to open areas and recreation, and enhancement of the quality of new development in the Town.
- 2. **Amount of open space.**
 - a) **Minimum percentage required.**
 - 1) All residential development shall provide up to 20 percent of the total development parcel as open space as described in this Section 13.08.030(g)(3)e, subject to the provisions of 13.03.030(h)(6)e, *Requirements for conditions of approval*.
 - a. For property zoned Planned Development (PD), total development parcel means the total gross land area subject to the PD Development Plan, and does not mean the land area contained in each separate filing of a larger, phased planned development.
 - b. Land included in setbacks on individual development lots, streets or rights-of-way shall not be counted towards the open space calculation.
 - 2) Nonresidential development is not required to provide open space as described in this Section 13.08.030(g)(3)e unless the property includes lands identified in the Open Space, Trails and Greenways Master Plan or the Parks, Open Space, and Recreation Master Plan to be preserved as open space.

- 3) Any required land dedications in Subsections 13.08.030(g)(3)a through 13.08.030(g)(3)d above, shall be in addition to the required open space within the development. Required land dedications are not credited toward the minimum recommended open space, except those meeting the standards in Subsection b) below or as otherwise determined by the Town.

b) Credit for public park land dedications beyond minimum requirements.

In determining the amount of open space required pursuant to this Section 13.08.030(g)(3)e the Town shall consider and may give credit for dedications of land for public park purposes in excess of the seven and one-half acres per 1,000 population standard in Section 13.08.030(g)(3)d above.

3. **Use and ownership of open space.** All tracts of land required by the Town to be identified as open space shall be:
 - a) Used only for approved passive or active recreation or for conservation purposes and permanently reserved as open space in a manner satisfactory to the Town; and either
 - b) Owned by an Owner's Association (OA), Metropolitan District, or similar entity approved by the Town; or
 - c) Dedicated the Town, subject to the Town's acceptance.
4. **Selection criteria for open space lands.** All open space shall comply with selection criteria in this Subsection a) or Subsection b) below, as determined by the Town.
 - a) **Locations consistent with Master Plan.** The open space lands include lands identified through the Open Space Acquisition Criteria in the Open Space, Trails, and Greenways Master Plan and/or the Parks, Recreation, and Open Space Master Plan; or
 - b) **Priority lands for open space.** The open space lands preserve areas of significant natural areas and scenic or cultural resources on a property. The Town may use all applicable plans, maps, and reports to determine whether significant natural areas and resources exist on a proposed site that should be protected as open space. More specifically, priority lands are those that serve one or more of the following functions:
 - 1) To identify or separate municipalities, communities, or subdivisions or to provide expansive visual relief from development;
 - 2) To buffer or provide transitions between different land uses;
 - 3) To preserve or protect:
 - i. Environmentally sensitive areas: Areas including, but not limited to, 100 year floodplains, wetlands, wildlife habitat and aquifer recharge areas;
 - ii. Significant natural landforms: Areas including, but not limited to, prominent landforms such as rock outcroppings, buttes, mesas, lakes, streams, and drainage ways;
 - iii. Significant natural vegetation areas: Areas including, but not limited to, 100 year floodplains, drainage ways, wildlife corridors, migration routes and calving areas;
 - iv. Important wildlife habitat areas: Areas including, but not limited to, 100 year floodplains, drainage ways, wildlife corridors, migration routes and calving areas;
 - v. Geologic hazard areas: Areas including, but not limited to, expansive soils and related conditions, soil erosion areas and unstable slopes;
 - vi. Severe soil erosion areas: Areas including, but not limited to, 20 percent or greater slope, and natural drainage ways;
 - vii. Sensitive visual areas: Areas including, but not limited to, major ridgelines, viewpoints, and view corridors;

- viii. Significant views: Areas including, but not limited to, major ridgelines, distant or panoramic views and view corridors;
- ix. Outdoor recreation areas; and/or
- x. Cultural, historic, and archaeological areas; and
- xi. Areas that provide for Town-wide or regional trails and linkages; public access to lakes, streams, and other public lands; passive recreation opportunities; or outdoor and nature studies areas.

c) Areas not allowed as open space. The following lands shall not count toward open space requirements, unless otherwise provided in this LDO:

- 1) Private lots or yards in one-family and duplex developments;
- 2) Public or private street rights-of-way, including arterial and collector right-of-way landscaping areas required by other regulations, except for landscaped areas at least 50 feet wide in the bulb of a cul-de-sac street, when installed and maintained by the developer or adjacent property owners;
- 3) Land that is burdened by an exclusive utility or other easement unacceptable to the Town;
- 4) Parking areas and driveways;
- 5) Land covered by structures; and
- 6) Medians on public or private streets.

5. Additional standards for open space.

a) Plat requirements. Open space as shown on approved development plans that is adjacent to the area proposed for subdivision platting, or as otherwise identified during the subdivision process, shall be platted as a part of the subdivision during this process.

b) Restriction on open space. Proof that the open space has been protected from future development by a recorded deed restriction or easement, dedication through a plat or plat note, or through another instrument acceptable to the Town, shall be submitted to the Town before issuing Building Permits for construction. All deed restrictions or easements shall be noted on the plat.

f. Disposal of dedicated lands. Any disposal of lands obtained by the Town pursuant to the dedication requirements described in Subsections (3)a through (3)e above shall require an act of the Town Council at a public hearing pursuant to Section 13.03.030(g) and shall be subject to Section 15.2 of the Town of Parker Charter.

(4) Design criteria for parks, trails, and open spaces. Land dedicated for public parks, trails, and open space shall meet the following design criteria, as applicable.

a. Connectivity required. To the maximum extent practicable, parks, trails and open space shall be organized to create integrated systems of open areas that connect with the following types of lands located within or adjacent to the development:

- 1. Dedicated public parks or trails;
- 2. Dedicated school sites;
- 3. Other dedicated or open spaces;
- 4. Regional parks, trails, or open lands as specified in the Open Space, Trails, and Greenways Master Plan;
- 5. Neighborhood shopping and activity centers; and

6. Adjacent residential neighborhoods and employment centers.
- b. Regular shaped and contiguous.**
 1. Parks, trails, and open space shall be shaped to provide a critical mass for usable park and open space functions and shall be contiguous unless:
 - a) The land is used as a continuation of an existing trail or other linear park; or
 - b) Specific topographic features require a different configuration, such as a linear open space layout along a stream.
 2. Wherever possible, public parks should be regularly shaped, with a minimum dimension of 100 feet of width and depth for Neighborhood-Serving Parks and 300 feet of width and depth for Community-Serving Parks.
- c. Visibility and Accessibility to residents.**
 1. In order to make them visible to the general public, all parks shall be bounded on at least one side by a public street. In addition, to the maximum extent practicable, private lots should not back onto a park but should be separated from the park by public streets.
 2. Access to dedicated parks or open space shall be a minimum of 25 feet wide. The Town reserves the right to require wider access depending upon anticipated community demand.
 3. All areas open to the public shall remain open for at least 12 hours each day.
 4. The location of parks, trails, and open space to align with the Parks, Recreation and Open Space Master Plan Neighborhood parks shall be located to serve a one-half mile service area.
 5. Community parks shall be located to serve a two mile service area.
- d. Recreational facilities.** Recreational facilities constructed in parks and open space shall comply with all applicable Town construction standards and specifications and shall comply with amenity standards in Section 13.08.030(g)(4)g, *Park and open space amenities*.
- e. Landscaping and fences/walls on perimeter.**
 1. All open space shall be left in its natural or existing condition except as determined by the Town based on the intended use of the open space.
 2. Existing trees and vegetation shall be preserved to the maximum extent practicable.
 3. Fencing adjacent to public parks and open space shall meet fencing standards found in Section 13.08.090(n).
- f. Drainage detention areas in park or open space areas.**
 1. If a proposal is made for a detention area to be used partially as park or open space, the Town shall determine if the detention area serves the public interest. Public interest shall be based on potential use of the area for park, open space, or recreation uses by the public, whether the area would complement the Town's park or trail system, provide ease of maintenance, and whether the pond can be operated and maintained in accordance with Town standards.
 2. The following standards shall apply for a detention pond to be considered towards parks, trails, or open space requirements:
 - a) Slopes shall comply with Town construction standards and specifications, but in no case shall exceed a slope of 4:1.
 - b) Adequate access shall be provided to the detention area for pedestrians, the physically disabled and maintenance equipment.
 - c) Drainage structures shall be designed and located to facilitate maximum use of the detention area for recreational use.

- d) Landscaping shall be provided as required by Section 13.08.090, *Landscaping, buffering, and screening*.
 - e) Amenities shall be required for any detention pond used to meet park dedication requirements. Amenities shall not be located in areas of the detention facility that will be regularly inundated.
- g. Park and open space amenities.** Development subject to parks and open space dedication requirements in Section 13.08.030(g)(3), *Land dedications required*, shall provide amenities pursuant to the following standards.
- 1. Required amenities for all parks.** The following amenities are required for all parks in addition to the amenity options selected from Subsection 2 below.
 - a) Landscaping shall be provided for all areas not used for other amenities.
 - b) Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.
 - c) Internal access pathways per ADA standards shall be provided to and between park amenities, parking areas, and the perimeter.
 - d) Open turf play areas shall be provided with living or synthetic turf.
 - e) Universal and inclusive play elements meeting ADA standards shall be provided to accommodate all ages and abilities.
 - f) Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of three per park or as otherwise determined by the Town.
 - g) Trash receptacles shall be provided at all seating areas with a minimum of three per park or as otherwise determined by the Town.
 - h) All neighborhood parks shall provide a minimum of one adequately sized shelter serving a capacity greater than five users providing shade and with tables and related seating.
 - i) All community-serving parks shall provide:
 - 1) A large shelter serving a capacity of between 48 and 100 users;
 - 2) A loop trail path with mileage markers;
 - 3) A large destination-scale play area of a minimum of 10,000 square feet;
 - 4) Programmed space;
 - 5) Drinking fountains, number to be determined at the time of Final Plat or Site Plan;
 - 6) A multi-use baseball or softball field, diamond, or rectangular ball field (size and type to be determined at the time of Final Plat or Site plan);
 - 7) A minimum of two sport courts;
 - 8) A bicycle rack and bicycle repair station;
 - 9) Permanent flush restrooms shall be provided;
 - 10) Barbecues, single or dual with ash disposal; and
 - 11) Off-street parking per the minimum parking space guidelines as stated in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.
 - 2. Table of options for additional amenities.** Table 13.08.E below includes options for the additional required amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.
 - a) Cells marked "C" indicates that the amenity is compatible with that type of park or open space.

- b) Cells marked "R" indicates that the amenity is required for that type of park or open space and subject to the referenced code Section.
- c) Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.
- d) Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced Section and is not an option that may be chosen to fulfill amenity requirements.

Table 13.08.E: Options for Additional Parks and Open Space Amenities			
C=Compatible R = Required Blank Cell = Prohibited	Neighborhood-Serving Park	Community-Serving Park	Open Space
Category 1 – Gathering Spaces & Self-directed Group Activities			
	Pick 1 Total from Category 1	Pick 1 from each subcategory	Optional
Gardens			
Arboreta/decorative garden, irrigated	C	C	C
Community garden/raised garden, irrigated	C	C	C
Gathering and Social Space			
Amphitheater		C	
Festival/event space		C	
Outdoor nature classroom		C	C
Outdoor performance space/stage	C	C	
Programmable space (indoor or outdoor)	C	R – In addition, see Section 13.08.030(g)(4)g.1.i)	C
Seating and tables	R - See Section 13.08.030(g)(4)g.1	R - See Section 13.08.030(g)(4)g.1	C
Shelter, small (5-10 users)	R - See Section 13.08.030(g)(4)g.1.h)	C	C
Shelter, medium (11-47 users)	C	C	
Shelter, large (48-100 users)		R -See Section 13.08.030(g)(4)g.1.i)	
Shelter, pavilion (more than 100 users)		C	
Interpretive and Placemaking			
Interactive, functional, or visual art	C	C	
Interpretive signage or elements	C	C	C
Site design theme	C	C	
Outdoor Specialized			
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C	C	
Bike park, skills area, or pump track	C	C	
Climbing spire or wall		C	
Disc golf course	C	C	
Dog off-leash area (fenced)	C	C	C
Horseshoe pit	C	C	
Skate park		C	

Table 13.08.E: Options for Additional Parks and Open Space Amenities			
C=Compatible R = Required Blank Cell = Prohibited	Neighborhood-Serving Park	Community-Serving Park	Open Space
Category 2 – Active Uses			
C=Compatible, R=Required	Pick 2 from Category 2, but only 1 may be from Trails & Trailheads Subcategory	Pick as shown below for each subcategory	Pick as determined through the Parks and Open Space plan review process
Paths, Trails, and Trailheads		Pick 1	
Trail connections when adjacent to residential or nonresidential	R	R	R
Trailhead		C	C
Hard-surfaced multi-use trail	C	C	C
Internal access pathway	R - See Section 13.08.030(g)(4)g.1	R - See Section 13.08.030(g)(4)g.1	C
Loop path (with mileage markers)	C	R- See Section 13.08.030(g)(4)g.1.i)	C
Soft-surface jogging/hiking trail	C	C	C
Soft-surface equestrian or bike trail		C	C
Play Space and Fitness Equipment		Pick 1 per park from this Section, or substitute 1 additional amenity from the Sports and Fitness section below	Optional
Climbing structure or boulders, nature play features, or thematic play features	C	C	
Open turf play area	R - See Section 13.08.030(g)(4)g.1	R - See Section 13.08.030(g)(4)g.1	
Outdoor fitness equipment – circuit must include a minimum of 5 stations	C	C	
Play area, small-scale(≥5,000 square feet)	C	C	
Play area, large destination-scale (≥15,000 square feet)		R – See Section 13.08.030(g)(4)g.1.i)	
Universal and inclusive play elements	R - See Section 13.08.030(g)(4)g.1	R - See Section 13.08.030(g)(4)g.1	
Zip line		C	
Sports and Fields		Pick 1 per park or 2 per park if no Play Space and Equipment Amenity is provided	Not allowed
Ball field (baseball, softball, or multi-use) Artificial turf preferred.	C	R - See Section 13.08.030(g)(4)g.1.i)	
Lighting of field constructed		C	
Specialty sport field or stadium		C	
Sport court (e.g., basketball, futsal, pickleball, tennis)	C	R - See Section 13.08.030(g)(4)g.1.i)	
Tournament sports court or multi-court complex		C	
Category 3 – Support Amenities			
C=Compatible, R=Required	Pick 2 per park	Required	Optional
Support Amenities			

Table 13.08.E: Options for Additional Parks and Open Space Amenities

C=Compatible R = Required Blank Cell = Prohibited	Neighborhood-Serving Park	Community-Serving Park	Open Space
Fire Pit	C	R - See Section 13.08.030(g)(4)g.1.i)	
Bike rack and repair station	C	R - See Section 13.08.030(g)(4)g.1.i)	C
Dog waste station	R - See Section 13.08.030(g)(4)g.1	R - See Section 13.08.030(g)(4)g.1	C
Drinking fountain	C	R - See Section 13.08.030(g)(4)g.1.i)	
Parking, off-street	C	R – See Section 13.08.080	C
Parking, on street	*Parking for neighborhood parks is compatible, but cannot count toward this requirement.	C	C
Restroom, vault (screened) *If water or sewer is not readily available, a vault restroom may be compatible. **Temporary port-o-lets are permitted for tournaments and events only.			C
Restroom, permanent (plumbed)	C	R - See Section 13.08.030(g)(4)g.1.i)	C
Signage (identification)	R	R	C
Trash receptacles	R - See Section 13.08.030(g)(4)g.1	R - See Section 13.08.030(g)(4)g.1	C
Category 4 – Specialized Facilities			
C=Compatible, R=Required	Optional	Pick 1 per park total	Optional
Aquatics and Water Access			
Splash pad or water play feature	C	C	
Swimming pool	C	C	
Indoor Facilities			
Activity building/clubhouse	C	C	
Environmental education center		C	C
Recreation center or fieldhouse		C	

- Alternative equivalent compliance.** The Planning Director may allow alternatives to the requirements in Table 13.08.E with a recommendation of approval by the Parks and Recreation Department, and where an applicant achieves a higher quality while meeting the intent of these standards. Alternatives may include adjustments to the types of amenities provided or the number of amenities required. Under either scenario, the applicant shall clearly demonstrate how such

alternatives meet the intent of the Land Development Ordinance and result in a higher quality park or open space.

4. **Installation and maintenance.** All amenities included in provided parks and open space shall be installed, irrigated, and maintained pursuant to the Town standards and specifications in coordination with the Parks and Recreation Department.

(h) Cluster developments.

- (1) **Purpose.** The purpose of this Section 13.08.030(h) is to authorize and regulate the creation of residential developments or subdivisions in which individual lots are smaller than otherwise required in the zoning district ("cluster lots"), but in which the overall total number of lots does not exceed the maximum number of lots limited by the zoning district in order to:
 - a. Preserve open space through ecological planning and design and preservation of natural landscape character in amounts that are greater than that achievable with more conventional subdivision design and thereby help to preserve the Town's natural and open areas;
 - b. Protect environmentally sensitive areas such as steep slopes, ridgelines, stream systems, wetlands, wooded and vegetated areas, wildlife habitat, wildlife corridors, and view corridors; and
 - c. Promote a more flexible and spatially efficient residential layout and street design to provide a parks and open space design that preserves a greater amount of land in its natural state than standard subdivision design, reduces land disturbance and impervious area, and produces a more desirable visual environment through aesthetic use of open space and to reduce infrastructure costs.
- (2) **Applicability.** Cluster developments are permitted, at the applicant's option, in the SF1, SF2, and SF3 zoning district and on parcels subject to the hillside protection standards stated in Section 13.08.040(b).
- (3) **Permitted uses.** All residential uses permitted in the zoning district are allowed in a cluster development.
- (4) **Minimum parcel size.** Cluster developments are permitted on any parcels or tracts with a minimum gross area of 10 acres, except there is no minimum parcel size for cluster developments on parcels subject to the hillside protection standards stated in Section 13.08.040(b).
- (5) **Minimum lot dimensions and yards.** All dimensional and setback standards shall apply as follows:
 - a. SF2 dimensional and setback standards may be used for cluster development in SF1 districts.
 - b. SF3 dimensional and setback standards may be used for cluster development in SF2 districts
 - c. MF dimensional and setback standards may be used for cluster development in SF3 districts
- (6) **Required open space.**
 - a. Each cluster development shall provide the following minimum amounts of open space, as applied to the total gross land area shown on the subdivision plat:
 1. In the SF1, SF2, and SF3 Districts: 35 percent;
 2. Open space in a cluster development shall be subject to all relevant selection and design criteria stated in Section 13.08.030(g)(3)e.4, *Selection criteria for open space lands*.
- (7) **Perimeter buffer required.** A landscaped buffer at least 30 feet in width, free of buildings, structures, and parking area shall be established along the perimeter of the cluster development property.
- (8) **Criteria for approval of a cluster development.** The Town Council may approve a cluster development if it finds that:
 - a. The cluster development meets all other applicable requirements set forth in this Section 13.08.030(h);
 - b. The cluster development, compared with a more traditional site development plan, better attains the policies and objectives of this Section 13.08.030(h) and this LDO;

- c. The cluster development will have no significant adverse impacts on adjacent properties or development.

(i) Public improvements and related financial assurances. All public improvements required to be constructed or installed for an approved subdivision pursuant to this LDO, and agreement between the Town and the property owner, or action of the Town Council, shall be constructed or installed by the property owner, and financial security for those improvements as required by the Town shall be provided by the property owner, as set forth in Section 13.03.050, *Public and private improvements and related financial assurances*.

13.08.040 Sensitive lands avoidance.

(a) Floodplain regulations.

(1) Findings of fact.

- a. The flood hazard areas of the Town are subject to periodic inundation that can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- b. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazard that increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

(2) Purpose. The purpose of this Section 13.08.040(a) is:

- a. To protect human life and health;
- b. To minimize expenditure of public money for costly flood control projects;
- c. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- d. To minimize prolonged business interruptions;
- e. To minimize damage to critical facilities, public facilities, and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- f. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard to minimize future flood blight areas;
- g. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
- h. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(3) Methods of reducing flood losses. In order to accomplish its purposes, this Section 13.08.040(a) includes methods and provisions for:

- a. Restricting or prohibiting uses that are dangerous to health, safety, and property due to water or erosion hazards, or that result in damaging increases in erosion, flood heights, or velocities;
- b. Requiring that uses vulnerable to floods be protected against flood damage at the time of initial construction;
- c. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, that help accommodate or channel floodwaters;
- d. Controlling, filling, grading, dredging and other development that may increase flood damage; and
- e. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or that may increase flood hazards in other areas.

(4) Applicability.

- a. This Section 13.08.040(a) shall apply to all areas of special flood hazard and areas removed from the floodplain by the issuance of a Federal Emergency Management Agency (FEMA) Letter of Map Revision Based on Fill (LOMR-F) within the jurisdiction of the Town.
- b. Notwithstanding the provisions of Section 13.08.040(a)(6)a, there may be existing structures located within the 100 year floodplain existing on the Effective Date, or existing structures that are included in a 100-year floodplain due to revisions to the floodplain boundaries. These standards shall apply to those situations, and any activity listed below shall comply with the standards in Section 13.08.040(a)(6). More information about when these standards are applied is available in Table 13.08.A.

(5) General provisions.

- a. **Basis for establishing the areas of special flood hazard.** The areas of special flood hazard identified by FEMA in a scientific and engineering report entitled The Flood Insurance Study for Douglas County, Colorado, and Incorporated Areas, dated March 16, 2016, including any subsequent amendments made by the Town, with an accompanying Flood Insurance Rate Map (FIRM), as it may subsequently be amended, which report is hereby incorporated by this reference and declared to be a part of this Section 13.08.040(a)(5)a. The Flood Insurance Study (FIS), DFIRMs and FIRMs are available on the Town's website and on file at Parker Town Hall.
- b. **Compliance.** No structure shall be constructed, located, extended, or converted or land altered without full compliance with the terms of this Section 13.08.040(a) and other applicable regulations. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.
- c. **Warning and disclaimer of liability.** The degree of flood protection required by this Section 13.08.040(a) is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Section 13.08.040(a) does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This Section shall not create liability on the part of the Town, any officer or employee thereof or the Federal Emergency Management Agency (FEMA) for any flood damages that result from reliance on or any administrative decision lawfully made under this Section 13.08.040(a).

(6) Requirements for flood hazard reduction.

- a. **General standards.** In all areas of special flood hazard, all activities subject to this Section 13.08.040(a), shall comply with the following standards:
 - 1. **Anchoring.** All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure and capable of resisting the hydrostatic and hydrodynamic loads.
 - 2. **Prohibitions on new buildings and lots.**
 - a) New buildings shall be prohibited within a designated 100 year floodplain.
 - b) No habitable structures shall be located within a designated 100 year floodplain.
 - c) No new buildings or habitable structures shall be located within a designated stream buffer as set forth in Section 13.08.040(c)(3), *Stream buffer boundaries*.
 - d) No portion of any buildable lot shall be located within a designated 100 year floodplain, except for those designated only for the construction of roads, utilities, trails, parks, and other public facilities that are:
 - 1) Included in a previously approved Capital Improvement Program; or
 - 2) Not included in a previously approved Capital Improvement Program, but found by the Planning Commission and the Town Council to:

- i. Meet the purpose of this Section 13.08.040(a); and
 - ii. Serve a necessary public benefit.
- e) Where exceptions noted above are necessary, all substantial improvements, utilities, and buildings shall comply with all construction and anchoring standards in this Section 13.08.040(a).
- 1) Constructed with materials and utility equipment resistant to flood damage.
 - 2) Constructed using methods and practices that minimize flood damage.
 - 3) Constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. Utilities.

- a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- b) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
- c) On-site waste disposal systems shall be located to avoid impairment to or contamination from those systems during flooding.

4. Subdivisions.

- a) All subdivisions shall be designed to minimize flood damage;
- b) All subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- c) All subdivisions shall have adequate drainage provided to reduce exposure to flood damage; and
- d) Base flood elevation data shall be provided for all subdivisions and other proposed development.

b. Construction standards for non-conforming structures.

- 1. **Residential construction.** Substantial improvement of any existing residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment elevated a minimum of two feet above the base flood elevation.
- 2. **Nonresidential construction.** New construction and substantial improvement of any existing commercial, industrial, or new construction as approved through 13.08.40(2)(3)a.2.d) of any other nonresidential structure shall either have the lowest floor (including basement) elevated a minimum of two feet above the base flood elevation or, together with attendant utility and sanitary facilities, shall:
 - a) Be flood proofed so that below two feet above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water;
 - b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c) Be certified by a registered professional engineer or architect that the design and methods of construction are pursuant to accepted standards of practice for meeting the provisions of this Section 13.08.040(a)(6)b.2. Such certifications shall be provided to the Floodplain Administrator as set forth in Section 13.03.010(d)(2).

3. **Critical facilities.** All new construction and substantial improvement of, and new additions to critical facilities shall have a minimum freeboard of two feet above the base flood elevation.
 4. **Openings in enclosures below the lowest floor.** In all new construction and substantial improvement, any fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following criteria:
 - a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b) The bottom of all openings shall be no higher than one foot above grade; and
 - c) Openings may be equipped with screens, louvers or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
 5. **Recreational vehicles.** Recreation vehicles are prohibited from locating within the special flood hazard area pursuant to Section 13.08.040(a)(6)c.
 6. **Activity related to an existing agricultural use in the cherry creek floodplain.** Any construction related to and necessary for an existing agricultural use within the Cherry Creek floodplain is permitted; however, to the maximum extent practicable, such construction, including related land disturbance activity, shall be located, and contained outside the first 50 feet of the Cherry Creek stream buffer closest to the stream.
- c. **Unauthorized camping prohibited in designated floodplains.**
1. **Purpose.**
 - a) To protect the public health, safety and welfare of the Town, its residents, and visitors by prohibiting conduct in floodplains, which may endanger an individual or the general public.
 - b) To allow for the removal of personal property reasonably believed to be the result of unauthorized camping in a floodplain, upon reasonable and adequate notice, and providing an opportunity for individuals to retrieve removed personal property upon request to the Town.
 2. **General.**
 - a) It shall be unlawful for any person to camp in a floodplain.
 - b) The Town may remove and store all unclaimed personal property found at an unauthorized camp site. Illegal items, such as illicit drugs and any items that reasonably appear to be evidence of a crime, will be turned over to the appropriate law enforcement agency. Any items otherwise not regarded as having apparent utility or that are in an unsanitary condition will be immediately discarded. Removal of personal property under this Section 13.08.040(a)(6)c shall be executed pursuant to the following procedure:
 - 1) At least 72 hours prior to the proposed cleanup date, the Town will post a notice stating the date and time of the cleanup. The notice will be posted in the general vicinity of the personal property to be removed.
 - 2) In the event of the existence of a condition posing an imminent danger of damage or injury to or loss of life, limb, property or health, the Town shall provide a notice of cleanup no more than 24 hours prior to the proposed cleanup date.
 - 3) Personal property removed from illegal camp sites shall be stored in a secure location and shall be held for a period of at least 30 days from the date the cleanup occurred.
 - 4) An individual may claim ownership of an item of personal property within 30 days from the last date that the cleanup occurred. The Town will not return items reasonably believed to be marijuana or products containing marijuana, and will dispose of such

products pursuant to its Parker Police Department policies and procedures for the disposal of illicit substances.

- 5) After the 30-day storage period elapses, unclaimed personal property will be disposed of by either discarding, recycling, or otherwise disposing of such items, as determined by the Chief of Police.

d. Floodways. In all areas of special flood hazard that are also designated as floodways, all activities subject to this Section 13.08.040(a), shall comply with the following standards:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
2. If Subsection 1. above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this Section 13.08.040(a)(6).

e. Alteration of a watercourse. In all areas of flood hazard, all activities subject to this Section 13.08.040(a), that alter a watercourse shall comply with the following standards:

1. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration, and properly mitigate potential problems through the project, as well as upstream and downstream of any improvement activity.
2. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and shall comply with all applicable federal, state, and local floodplain rules, regulations, and ordinances.
3. Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer.
4. Within a regulatory floodway, stream alteration activities shall not be constructed unless the project proponent (a) submits an acceptable No-rise Certification or (b) the Town first applies for a CLOMR and a floodway revision.

(7) Administration. The standards and regulations in this Section 13.08.040(a) shall be applied and administered pursuant to Sections 13.03.040(e), *Floodplain development permit* and 13.03.040(f), *Floodplain development variance*.

(b) Hillside development.

(1) Purpose. The purpose of this Section 13.08.040(b) is to implement the Town's adopted policies to limit or prohibit development in areas determined to be hazardous to life or property, including geologic hazard areas and areas with steep slopes, to preserve and enhance the existing natural and visual environment, a significant component of which are the Town's hillsides, and to promote the following:

- a. To undertake development in a manner that will protect life and property from hazards due to slope, erodible soils, unstable soils, earth movement and other geologic and hydrologic hazards;
- b. To use best practices in design, landscape architecture, architecture, and civil engineering to preserve and enhance the aesthetics and natural resources of hillside areas;
- c. To reduce the potential for increased erosion, sedimentation and surface runoff and the resulting adverse impacts on community and regional quality;
- d. To preserve or enhance the beauty of the landscape by encouraging the maximum retention of natural topographic features such as drainage swales, streams, slopes, ridge lines, rock outcrops, vistas, and natural plant formations;
- e. To promote a safe means of ingress and egress for vehicular and pedestrian traffic to and within hillside areas while at the same time minimizing the scarring effects of hillside street construction;

- f. To encourage imaginative and innovative building techniques to create buildings suited to natural hillside surroundings; and
- g. To enhance neighborhood character and community identity associated with the Town's hillsides.

(2) Applicability.

This Section 13.08.040(b) shall apply to any development or subdivision proposal for hillside properties that contain any slopes 15 percent or greater as measured over a horizontal distance of at least 50 feet (Steep Slopes), or where adverse conditions associated with slope stability, erosion or sedimentation are present as determined by the Town. Hillside areas are generally described on the Slope Map available on the Town's website. More information about when these standards are applied is available in Table 13.08.A.

(3) Calculation of average lot slope.

- a. For purposes of this Section 13.08.040(b), the average slope of a lot shall be calculated as follows:
 1. Land area within the subject lot that has steep slope of 20 percent or greater shall be excluded from the total lot area in the calculation.
 2. Average slope is then measured over the remainder of the subject lot based on two-foot contour lines, as stated in the following formula:
 3.
$$\frac{0.0046 \times \text{Summation of the Length of All Average Slopes}}{\text{Lot area (in acres)}} = \text{Contour Lines (in feet)}$$

Where 0.0046 is a conversion factor of square feet to acres, based on a contour interval of two feet.
- b. All average slope calculations shall be rounded to the nearest whole number.

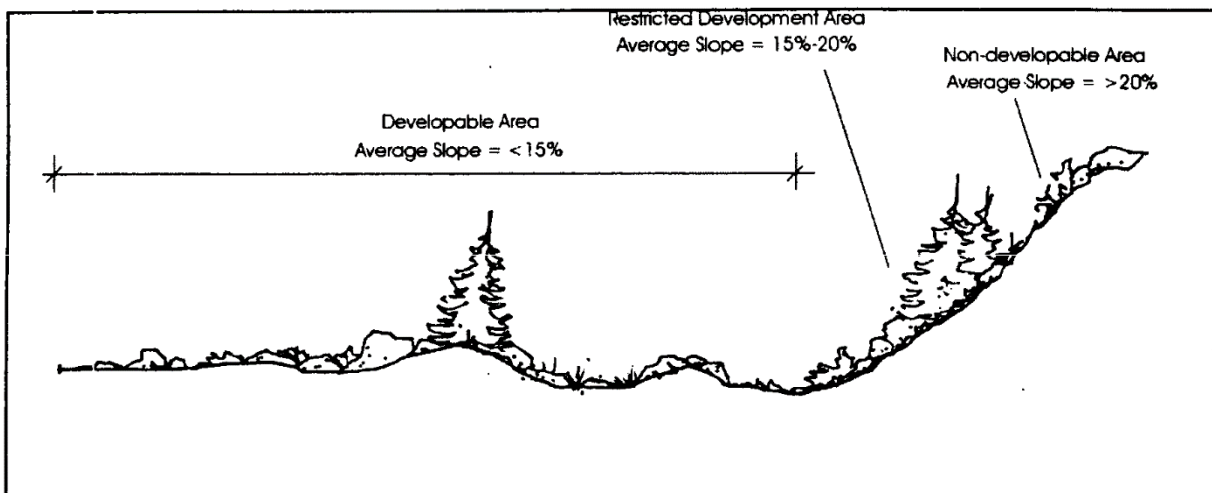


Figure 08.3 Average Slope Examples

- c. All average slope calculations are subject to verification by the Town. In the case of any dispute regarding an average slope calculation, the Town's determination of average slope shall apply.

(4) Development on slopes of 20 percent or more.

- a. Except as stated in Subsection (4)b below, development, including the platting of developable lots, on slopes of 20 degrees or more is prohibited unless a Variance is obtained under Section 13.03.040(x), *Variance*.
- b. In order to serve development that is not located on slopes of 20 percent or more, the Town may allow the installation and maintenance of roads, driveways, and minor utilities on lands with slopes of 20 percent or more, subject to Town standards and specifications and the standards in this Section 13.08.040(b).

(5) Development on slopes of 15-20 Percent.

- a. Permitted uses.** Unless otherwise specifically allowed by this LDO, the only principal uses allowed on lands or lots subject to this Section 13.08.040(b) shall be single-family detached dwellings, passive park and recreation uses, open space and other conservation uses, as determined by the Town. The Town may allow the installation and maintenance of roads, driveways, and minor utilities on such lands, subject to Town standards and specifications and the standards in this Section 13.08.040(b).
- b. Minimum lot area and maximum lot coverage.** The minimum lot area for single-family detached dwelling lots subject to this Section 13.08.040(b)(5) shall be 8,000 square feet, and the maximum lot coverage shall be 40 percent.
- c. Grading standards.**
 - 1. Minimization of disturbance.** Natural landforms shall be preserved and grading and other land disturbance shall be minimized to the maximum extent practicable.
 - 2. Cutting to create benches.** Cutting and grading to create benches or pads for additional or larger building sites shall be avoided to the maximum extent practicable.
 - 3. Limits on changing natural grade.** The original, natural grade of a lot shall not be raised or lowered more than four feet at any point for construction of any structure or improvement, except:
 - a)** If retaining walls that comply with all LDO standard are used to reduce the steepness of man-made slopes, grade changes up to six feet may be allowed.
 - b)** As necessary to construct a driveway from the street to a garage or parking area, grade changes or retaining walls up to six feet may be allowed.
 - c)** The Planning Director may approve other exceptions or suggestions for alternative compliance with these grading standards if the proposal:
 - 1)** Is consistent with the purpose of this Section 13.08.040(b);
 - 2)** Offers an exemplary design and architecture that preserves the natural landform of the site's hillsides; and
 - 3)** Results in less total site disturbance than would compliance with the maximum limits on changing natural grade stated in this Section 13.08.040(b).
 - 4. Grading for accessory building pads.** The creation of separate building pads for accessory buildings and structures other than private garages, such as tennis courts, swimming pools, outbuildings, and similar facilities, shall be avoided on Steep Slopes to the maximum extent practicable,
 - 5. Limits on man-made slopes.**

Except as noted in 13.08.040(b)(7), *Reclamation of pre-existing man-made slopes*:

 - a)** Filled man-made slopes greater than 25 percent shall be avoided to the maximum extent practicable.
 - b)** Filled man-made slopes shall not exceed a slope of 50 percent.
 - c)** Cut man-made surfaces or slopes shall not exceed a slope of 50 percent unless a soils engineering or a geotechnical report is furnished stating that the site has been investigated and that, in the opinion of a qualified professional acceptable to the Town, a cut at a steeper slope will be stable and not create a hazard to public or private property.
 - d)** All cut, filled, and graded slopes shall be recontoured to the natural, varied contour of the surrounding terrain.
 - e)** The applicant shall provide reasonable measures, including additional plantings, necessary to assure the timely revegetation of man-made slopes.

6. **Excavation.** Excavation for footings and foundations shall be minimized to the maximum extent practicable to lessen site disturbance and ensure compatibility with hillside and sloped terrain.
7. **Retaining walls.** Retaining walls used to reduce the steepness of man-made slopes and provide planting pockets conducive to revegetation shall meet all applicable standard, including but not limited to maximum height of retaining walls, in Section 13.08.090(n)(6), *Retaining walls*.

d. Street and general site access standards.

1. All public access roads shall comply with standards in the Roadway Design and Construction Criteria Manual.
2. Fire access roads shall comply with the requirements of the current adopted edition of the International Fire Code, Chapter 5 and Appendix D. Access road widths shall be no less than 20 feet in width for buildings that are less than 30 feet in height while access road width shall be no less than 26 feet in height where buildings exceed 30 feet in height. These widths are minimum requirements, and where applicable, shall comply with the Roadway Design and Construction Criteria Manual and LDO requirements.
3. All private streets, roads, and private access roads shall comply with the following standards:
 - a) All streets, roads, private access roads and other vehicular routes shall follow natural contour lines to the maximum extent practicable.
 - b) Streets, roads, private access roads and other vehicular routes used to access a parcel (but not including driveways, that are addressed in Subsection (6) below) shall not cross slopes between 30 and 50 percent, except that crossings of such slopes for distances of not more than 100 feet may be approved if the, Planning Director and Director of Engineering/Public Works determine that no alternative location for the access is practicable, and that any adverse visual and environmental impacts will be mitigated to the maximum extent practicable :
 - c) No street, road, private access road or other vehicular route shall cross a slope greater than 50 percent.
 - d) Grading for streets, roads, private access roads and other vehicular routes shall be limited to the cartway portion of the right-of-way, plus up to an additional 10 feet on either side of the cartway as needed.

(6) Driveway standards.

- a. Driveways shall follow natural contour lines to the maximum extent practicable.
- b. Driveways longer than 150 feet in length shall provide a turn-around that meets the Town's adopted standards.
- c. Driveways longer than 50 feet in length shall not be allowed to cross slopes between 30 and 50 percent, except that crossings of such slopes for distances of not more than 100 feet may be approved if the Planning Director and Director of Engineering/Public Works determine that no alternative location for the driveway is practicable, and that any adverse visual and environmental impacts will be mitigated to the maximum extent practicable:
- d. No driveway shall cross a slope greater than 50 percent.
- e. Shared driveways for residential dwelling units shall be used to the maximum extent practicable
- f. Finished driveway grades shall not exceed 10 percent within 20 feet of a public or private street or right-of-way, and shall not exceed 12 percent in any other area.

(7) Reclamation of pre-existing man-made slopes.

- a. Applicability.** This Subsection (7) applies to man-made slopes 15 percent or greater that were caused by past human activity on a parcel, such as mining or quarrying, but not including man-made slopes created as part of an applicant's pre-construction or construction activities.
- b. Reclamation required.** An applicant or developer shall, to the maximum extent practicable, reclaim all pre-existing man-made slopes 15 percent or greater to as close to the original natural grade and contours of the parcel as possible.
- c. Applicable regulations.** Reclamation activity shall be subject to the grading standards stated in Section 13.08.040(b)(5)c above.

(c) Stream protection standards.

- (1) Purpose.** The purpose of this Section 13.08.040(c) is to provide for development adjacent to the Town's streams and waterways in a manner consistent with the Town's Master Plan goals, objectives, and policies to preserve the multiple functions and quality of the Town's streams and associated riparian areas, including wetlands, and to require appropriate stream buffers that will:

- a.** Limit development to low intensity land uses in areas determined to be hazardous to life or property, including highly erodible stream banks;
- b.** Preserve and use existing natural drainage ways for open space and stormwater detention and/or conveyance;
- c.** Maintain and provide required access for future maintenance of stream channels;
- d.** Protect and preserve wetlands;
- e.** Conserve and enhance existing vegetation communities;
- f.** Preserve critical wildlife habitat by ensuring that new development protects and sustains significant wildlife populations;
- g.** Minimize water pollution, including sediment and other pollutants in surface runoff, and maintain or improve water quality levels;
- h.** Promote dendritic design of site features incorporating or connecting to streams; and
- i.** Preserve or enhance the beauty of the landscape by encouraging the maximum retention of natural topographic features such as drainage swales, streams, and wetlands.

- (2) Applicability.** This Section 13.08.040(c) applies to any land-disturbing activity and to all new development and subdivision, including the expansion, alteration or reconstruction of buildings, structures, and impervious areas. More information about when these standards are applied is available in Table 13.08.A.

(3) Stream buffer boundaries.**a. General.**

- 1.** Stream buffers shall be designated along all streams located in the Town. Projects shall provide stream buffers based on the 100 year floodplain as identified by the Flood Insurance Rate Map (FIRM) for Douglas County, Colorado, and Incorporated Areas available on the Town's website.
- 2.** All stream, stream buffer, and wetland boundary delineations are subject to the Town's approval.

b. Stream buffer for Cherry Creek. The stream buffer for Cherry Creek shall be the greater of:

- 1.** The 100 year floodplain of Cherry Creek ("Cherry Creek Floodplain"), as described in the Flood Insurance Rate Map, or as described in a site-specific survey prepared by a qualified professional and acceptable to the Town; or
- 2.** The area located within 100 feet of both sides of Cherry Creek, measured as a line extending perpendicularly from the stream bank of the active channel; or

3. The area located within 25 feet from the outer boundary of a wetland hydrologically related to Cherry Creek; or
 4. Setback lines indicated on the Drainage Master Plan for Cherry Creek, as adopted by the Town and the Mile High Flood District ("MHFD"), and as amended from time to time.
- c. Stream buffer for all other streams and gulches.** The stream buffer for all streams other than Cherry Creek shall be the greater of:
1. The 100 year floodplain as described in the Flood Insurance Rate Map, or as described in a site-specific survey prepared by a qualified professional and acceptable to the Town; or
 2. The area located within 50 feet of both sides of the stream, measured as a line extending perpendicularly from the stream bank of the active channel; or
 3. Setback lines indicated on the Outfall Systems Plan for the particular stream, as adopted by the Town and the MHFD, and as amended from time to time; provided, however, that this Subsection c shall not apply to that portion of Sulphur Gulch located within the Downtown East and Downtown West zoning districts.
- d. Expansion of stream buffers.** The Town may expand the boundaries of a stream buffer at any point to include land areas that, if developed or disturbed, may adversely affect the quality of the stream and/or the integrity of the stream banks. The Town may expand the stream buffer boundaries if it finds that the following conditions exist:
1. The land area is located within 100 feet of the subject stream, measured as a line extending perpendicularly from the stream bank of the active channel; and
 2. The land area is classified as highly erodible on the most current available USDA soils survey map, or on any other plan, map or resource approved by the Town for this purpose; or
 3. The land area contains steep slopes of 15 percent or greater.
- e. Delineation of wetland boundaries.**
1. **Qualified professional.** A qualified person with demonstrated expertise in the field shall delineate all wetland areas.
 2. **Mapped wetlands.** Boundary delineation of wetlands shall be established by reference to the Douglas County Riparian Conservation Zone Map, as finally adopted and as amended from time to time.
 3. **Unmapped/disputed wetlands.** If a wetlands has not been mapped or its boundaries not clearly established, or if either the Town or developer disputes the existing boundaries, the developer shall retain a qualified person with demonstrated expertise in the field to delineate the boundaries of the wetland according to professional standards approved by the Town. The developer shall use The Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (January 1987), as a guideline and reference for the wetland boundary determination. Subsequent revisions of the Delineation Manual shall not be incorporated into this delineation methodology.
- f. Requests for preliminary determination of stream buffer boundaries.** Property owners may obtain a preliminary determination of where the Town will likely locate stream buffer boundaries, or whether the Town will expand the base stream buffer boundaries pursuant Subsection e above, or how the Town will address unmapped/disputed wetlands pursuant to Subsection e above, or how the Town may classify an unmapped watercourse on a specific property, and whether the standards of this Section 13.08.040(c) will apply to such properties, through the procedure described in Section 13.03.040(m), *Preliminary determination of stream buffer boundaries*.
- (4) Compliance with applicable federal wetlands laws or regulations.**
- a. Prohibited activities.** No person shall engage in any activity that shall disturb, remove, fill, drain, dredge, clear, destroy or alter any area, including vegetation, within a wetlands that falls in the

jurisdiction of the federal government and its agencies, except as may be expressly allowed under applicable federal laws or regulations. However, notwithstanding any contrary federal law or regulations, draining any wetlands that falls in the jurisdiction of the federal government and its agencies is prohibited.

- b. Federal approvals prerequisite to town approval.** The Town shall not grant final approval to any development or activity, including subdivisions, in a wetlands that falls within the federal government's jurisdiction until the developer shows that all necessary federal approvals and permits have been obtained.
- c. Mitigation plans.** The Town shall not prohibit execution of a permitted mitigation plan or maintenance of a permitted mitigation project, nor shall it take responsibility for the mitigation project, even within areas to be accepted by the Town upon final acceptance of all improvements. A letter from the Army Corps of Engineers, accepting the mitigation, is required to release the development from further obligations.

(5) Protection standards for all stream buffers.

a. Permitted uses and activities in stream buffers.

- 1. The stream buffer area shall remain in a natural state, shall not be modified, and no land disturbing activity shall occur in a stream buffer, except as expressly allowed in this Subsection (5) or other applicable Town laws and regulations.
- 2. Any land disturbing activity not prohibited by Subsection 13.08.040(c)(4), *Compliance with applicable federal wetlands laws or regulations*, and otherwise permitted in stream buffer areas by this LDO shall comply with the following:
 - a)** The Storm Drainage and Environmental Criteria Manual, as amended;
 - b)** The Cherry Creek Basin Water Quality Authority's Regulation No. 72, Paragraph 72.7(3)(c)(7), regarding best management practices for maximum removal of stormwater phosphorous; and
 - c)** Stream stabilization measures pursuant to UDFCD adopted Master Plans and Outfall Systems Plans.
- 3. The Town Council may consider any or all of the stream buffer area that comply with the standards in Section 13.08.030(g)(4), *Design criteria for parks, trails, and open spaces*, towards satisfaction of the open space requirements of Section 13.08.030(g)(3)e, *Open space*.

b. Location of platted lots in stream buffers other than the cherry creek stream buffer. The following development lot allowance shall apply in all stream buffers except the Cherry Creek stream buffer:

- 1. Development lots for residential, commercial, industrial, or other private development shall not be permitted in the stream buffer unless otherwise allowed by Subsection 3 below.
- 2. Tracts for open space, parks, and public facilities, as described below in Subsections c. through g. below are permitted subject to the provision of a plat note that references that the stream buffer is subject to the terms and conditions of this Section 13.08.040(c).
- 3. The Town Council may waive or modify this prohibition on the platting of development lots if the Town Council finds that:
 - a)** The proposed development lot is intended for nonresidential infill development or redevelopment within the boundaries of the Downtown East or Downtown West district; and
 - b)** The waiver or modification meets the criteria for Major Modifications or Variances stated in Sections 13.08.040(c)(6) below.

c. Public facilities allowed.

1. Public facilities including but not limited to flood control structures, stream stabilization improvements, utility rights-of-way and road/street crossings may be permitted in the stream buffer areas, subject to the Town's approval and the standards in Subsection e. below.
2. Trails, based on the recommendations of the Open Space, Trails and Greenways Master Plan.
3. Parks, subject to the Town's approval and the following standards:
 - a) The applicant shall reclaim any disturbance of the stream buffer area by regrading and revegetation. Provisions for reclamation of the disturbed area shall be included in any development or Subdivision Agreement for the project, with adequate financial security to guarantee reclamation will be completed.
 - b) The impact to the topography within the streamside corridor shall be minimized.
 - c) Vehicular access to parks shall be located outside of the stream buffer area.
 - d) Parks shall not be permitted within the regulatory floodway shown on the Flood Insurance Rate Map, or in the area located within 50 feet of both sides of the stream, measured as a line extending perpendicularly from the stream bank of the active channel.

d. Stream buffer crossings: roads, bridges, trails, and utilities. Roads, bridges, trails, and utilities are permitted in the stream buffer and may cross the stream, subject to the Town's approval and the following conditions:

1. The proposed activity shall be supported by an analysis conducted by a qualified professional acceptable to the Town that:
 - a) Shows no economically feasible alternative to location within the stream buffer is available; and
 - b) Contains a mitigation plan to minimize impacts on the stream buffer.
2. The applicant shall reclaim any disturbance of the stream buffer area by regrading and revegetation. Provisions for reclamation of the disturbed area shall be included in any development or Subdivision Agreement for the project, with adequate financial security to guarantee that the reclamation will be completed.
3. The number of road crossings shall be minimized to the maximum extent practicable.
4. Rights-of-way shall be the minimum width necessary for installation, access, and maintenance.
5. Utility corridors in stream buffer areas shall be located at the outside edge of the buffer and access roads for maintenance of utilities shall be located outside the stream buffer area.
6. Access for maintenance of utilities in stream buffer areas should be at specific points rather than parallel to the utility corridor.
7. The angle of any crossings shall be perpendicular to the stream or stream buffer to the maximum extent practicable in order to minimize clearing and other land disturbance.
8. No more than one fairway crossing associated with a permitted golf course shall be allowed for every 1,000 linear feet of stream buffer area.
9. The Town may allow the use of low water bridges for crossings intended for use only by pedestrians, equestrians, bicyclists, or golf carts, but not by automobiles or other motor vehicles.

e. Stormwater management in stream buffers. Stormwater management structures, practices and activities may be permitted in the stream buffer, subject to the Town's approval and the following conditions:

1. The proposed stormwater facilities shall be supported by an analysis conducted by a qualified professional that shows:

- a) No economically feasible alternative location outside the stream buffer is available; and
 - b) The project is either necessary for flood control or significantly improves the water quality or habitat in the stream.
 - 2. Stormwater management in new developments and subdivisions shall use on-site and nonstructural alternatives to the maximum extent practicable before larger facilities will be allowed within the stream buffer.
 - 3. To the maximum extent practicable, permitted stormwater management facilities should be located outside the first 25 feet of the stream buffer.
 - 4. When constructing stormwater management facilities, the area cleared shall be limited to the minimum required for construction and adequate access for maintenance, as outlined in the most recent edition of the Storm Drainage and Environmental Criteria Manual.
 - 5. Materials dredged or otherwise removed from a stream buffer shall be stored outside the stream buffer.
 - f. **Restoration projects allowed.**
 - 1. Stream, stream bank and vegetation restoration projects are allowed where the goal is to restore the stream or stream buffer to an ecologically healthy state, as approved by the Department of Engineering—Stormwater Utility.
 - 2. Wildlife and fisheries management activities are allowed when the Town determines they are consistent with the purposes of the Federal Endangered Species Act or consistent with the regulations, policies, and habitat improvement programs of the Colorado Division of Wildlife.
 - g. **Water quality monitoring allowed.** Water quality monitoring and stream gauging are allowed within the stream buffer, as approved by the Town.
 - h. **Tree and vegetation removal.** All existing, healthy trees and vegetation within the stream buffer area shall be preserved and, where necessary to provide adequate screening or to repair damaged riparian areas, supplemented with additional native planting and landscaping approved by the Town. This provision shall not prohibit removal of dead trees/vegetation, noxious weeds, nonnative trees/vegetation that are necessary to accommodate stormwater management or roadway and trail crossings, or that threaten native species growth or reintroduction, or any other tree/vegetation that is a threat to the public health or safety. See Section 13.08.090(l) for applicable tree preservation standards.
- (6) Administration of stream buffer standards.**
- a. Proposed development in areas adjacent to protected stream buffers and wetlands shall be reviewed for compliance with the standards in this Section 13.08.040(c) through the Final Plan, Minor Development Plat, or Site Plan approval process in Sections 13.03.040(q)(4), 13.03.040(q)(6), and 13.03.040(p) respectively.
 - b. Modifications of standards in this Section 13.08.040(c) may be approved by the Town pursuant to Section (j), Major Modification.
 - c. Modifications that exceed the criteria for an Major Modifications may be approved by the Town pursuant to Section 13.03.040(x), *Variance*.

(d) Visually significant ridgelines. Development sites that include visually significant ridgelines shall limit the extent of building on top of the ridgeline, or rooflines that protrude above the ridgeline to 20 percent of the total length of the ridgeline within the property boundaries of the development site.

(e) Prairie dog management.

- (1) Intent.** The purpose of this Section 13.08.040(e) is to provide for the humane management of prairie dogs in connection with development. It is the intent of the Town that prairie dogs shall be managed humanely, with preference given to relocation, if feasible, and if not, humanely exterminated.
- (2) Applicability.** The provisions contained in this Section 13.08.040(e) are in addition to, and do not supersede, any state or federal rules, regulations or standards concerning the management of prairie dogs. This Section shall apply to all development when prairie dogs are present on a site, including but not limited to the following:
 - a. Demolition Permit;
 - b. Grading Permit;
 - c. Final Plat;
 - d. Minor Development Plat;
 - e. Replat; and
 - f. Site Plan.
- (3) Relocation.** Applicants are encouraged to partner with nonprofit conservation and public interest groups to relocate existing prairie dogs; provided, however, no relocation of prairie dogs shall occur between April 1 and June 1, which is the birthing season.
- (4) Use of humane extermination.** If, after Town approval of a development application and a period of not less than 30 days of attempted relocation, such relocation of prairie dogs is infeasible or prohibited, except as provided in Subsection (3) above, the applicant shall utilize humane extermination using a licensed professional exterminator to eradicate all or part of a prairie dog colony. All products shall be approved for use by the Colorado Department of Agriculture, U.S. Fish and Wildlife Service, and U.S. Environmental Protection Agency. Humane extermination shall not occur when endangered or threatened species such as the Western Burrowing Owl or Black-Footed Ferret are present on a site until such species are protected or relocated in accordance with the requirements of the U.S. Fish and Wildlife Service. For purposes of this Section 13.08.040(e), humane extermination shall include the use of products that (1) are nontoxic (such as carbon dioxide and carbon monoxide); (2) minimize secondary poisoning; and (3) minimize impacts to nontarget species.
- (5) Certification.** Prior to Grading Permit approval or the commencement of site development, the applicant shall provide a certification in a form acceptable to the Town indicating compliance with the provisions of this Section 13.08.040(e).

13.08.050 Grading and drainage.

(a) Applicability. This Section 13.08.050 apply to all development unless otherwise stated in this LDO. More information about when these standards are applied is available in Table 13.08.A.

(b) Soil erosion and sediment control.

- (1)** Property owners or their agents must take measures that reduce or eliminate the effects of storm water runoff and wind on soil surfaces in order to promote the safety, public health, convenience, and general welfare of the community.
- (2)** Site improvements shall minimize cut and fill in order to preserve the general character of the existing terrain, unless otherwise required to comply with a standard in this LDO or the manuals referred to in this Section 13.08.050.

- (3) No Grading Permit will be authorized until a drainage plan and erosion control plan have been approved by the Town Drainage Engineer.

(c) Reference manuals adopted. The following manuals have been adopted by the Town. All soil erosion and sediment control measures required pursuant to Subsection (b) above shall comply with the practices listed in those manuals to the maximum extent practicable.

(1) Storm drainage and environmental criteria manual.

- a. The Storm Drainage and Environmental Criteria Manual, as revised February 2014 and prepared by the Town, is hereby adopted by reference to establish standards for drainage and the control of soil erosion and sedimentation occurring as a result of nonagricultural activities within the Town.
- b. This Storm Drainage and Environmental Criteria Manual shall be consulted for requirements regarding drainage and erosion control prior to construction.
- c. The technical methodology may be amended from time to time by the Director of Engineering/Public Works in order to meet the standards set forth in this LDO.
- d. The Director of Engineering/Public Works may also adopt rules and regulations that are in conformity with this Section 13.08.050.

(2) Illicit discharge detection and elimination (IDDE) manual.

- a. The Town of Parker Illicit Discharge and Detection Elimination (IDDE) Manual as amended is hereby adopted by reference.
- b. The technical methodology may be amended from time to time by the Director of Engineering/Public Works in order to meet the standards set forth in this LDO.
- c. The Director of Engineering/Public Works may also adopt rules and regulations that are in conformity with this Section 13.08.050.

(d) Underdrains.

- (1) **Approval of underdrains.** Underdrains shall not be constructed within the Town's rights-of-way unless the Director of Engineering/Public Works makes a written determination that such underdrains are necessary to remedy a specific drainage issue for which an underdrain will provide an effective remedy. If an underdrain is determined to be necessary, it shall be constructed pursuant to design and construction criteria approved in advance by the Director of Engineering/Public Works.
- (2) **Failed underdrains.** In those projects in which underdrains have already been constructed and installed within the Town rights-of-way, the failure of an underdrain, as determined by the Director of Engineering/Public Works, shall result in the following procedure for alleviating the underdrain failure:
 - a. The failed underdrain system shall be eliminated as a vehicle for draining ground water from the adjacent property for which it was intended and to which it was installed.
 - b. The adjacent property owner[s] shall be required, at their own cost, to install a sump pump to drain ground water, as a replacement and in lieu of the failed underdrain system.

(e) Retaining Walls

All retaining walls shall comply with the standards in Section 13.08.090(n)(6), *Retaining walls*.

13.08.060 Access, connectivity, and circulation.

(a) Purpose. The purpose of this Section 13.08.060 is to create a pedestrian-friendly environment and contribute to a walkable community by:

- (1) Providing an interconnected system of bikeways, walkways, and trails within the Town and to the regional transportation network to reduce the frequency and shorten the distance of automobile trips.

- (2) Designing development blocks to connect the site to the existing street network to facilitate walking and bicycling between uses and to and from public areas.
- (3) Developing and maintaining a street network of public and private roadways that accommodates safe and convenient movement, consolidates access to adjacent properties to minimize curb cuts and not disrupt adjacent residential areas, and facilitates efficient automobile circulation.

(b) Pedestrian and bicycle connections.

(1) Applicability.

- a. This Section 13.08.060 shall apply to all development except as stated in Subsection b below,
- b. The Planning Director may adjust or waive the standards in this Section 13.08.060 if the Planning Director determines that alternative provisions for pedestrian and bicycle mobility:
 - 1. Will better achieve the purposes in Section 13.08.060(a); or
 - 2. Will allow the applicant to comply with additional development standards in this LDO; or
 - 3. Are necessary because unique site factors make strict compliance with the standards in this Section impracticable.
- c. More information about when these standards are applied is available in Table 13.08.A.

(2) Standards applicable to all development.

- a. Publicly accessible sidewalks or walkways shall be provided along public streets or drives.
- b. Pedestrian and vehicle access shall be separated through provision of a sidewalk or walkway to the maximum extent practicable. Where complete separation of pedestrians and vehicles is not practicable, potential hazards shall be minimized by using landscaping, bollards, special paving, lighting, and other means to clearly delineate pedestrian areas.
- c. The on-site pedestrian and bicycle circulation system shall be designed to provide or allow for direct connections to major pedestrian and bicycle destinations including, but not limited to, trails, parks, schools, and transit stops that are located either within or adjacent to the development.
- d. Walkways within the site shall be located and aligned to directly and continuously connect areas or points of common pedestrian origin and destination, and shall not be located and aligned solely based on the vehicular drive aisle or parking lot configuration.
- e. Pedestrian crosswalks in or through parking lots or on private streets shall be distinguished from the driving surface through the use of different materials and color to enhance pedestrian safety. The Planning Director may approve an alternative crosswalk design where the facility provides different and creative solutions for safe pedestrian crossings.
- f. All proposed development shall apply Complete Streets planning and design principles and be consistent with the Town's adopted Complete Streets Policy for access, circulation, connections, and multi-modal transportation to the maximum extent practicable.
- g. Walkways within a site shall be located and aligned to directly and continuously connect areas or points of pedestrian origin and destination and shall not be located and aligned solely based on the outline of a parking lot configuration.

(3) Public transit stops and access.

All development adjacent to a transit stop shall provide the following:

- a. clear, comfortable, and direct pedestrian and bicycle access to existing transit (bus) stops and future transit stops.
- b. Transit stop locations shall provide a concrete pad for any future transit shelters.

(4) Nonresidential and mixed-use development.

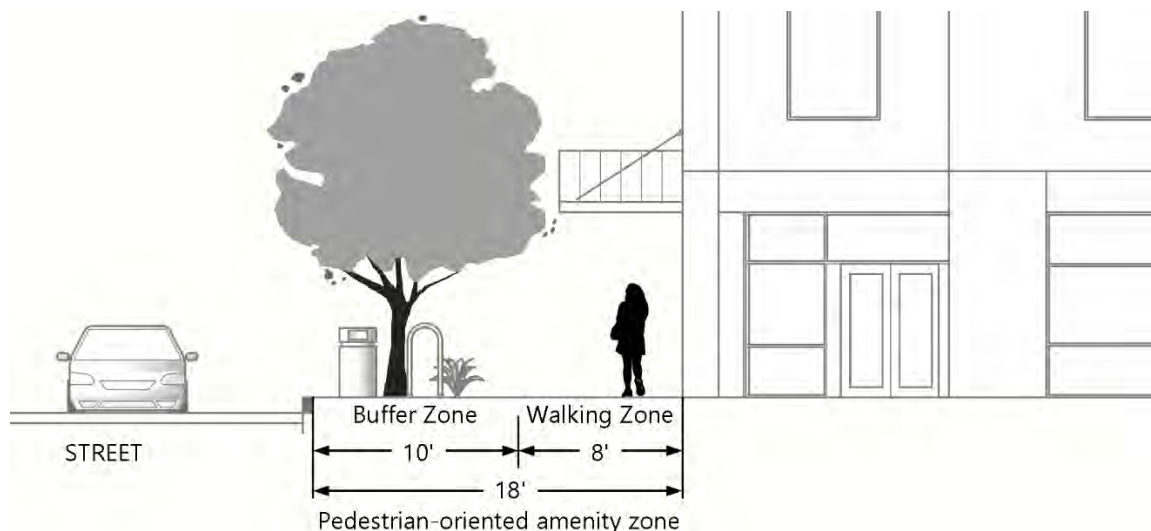
- a. All nonresidential and mixed-use development public areas shall provide sidewalk and trail connectivity for pedestrians and bicyclists between all public entries to new and existing buildings, outlying parking areas, between buildings, to the public sidewalk system, amenities and to transit facilities.
- b. Publicly accessible walkways shall connect from the site to adjacent uses in a logical manner. If adjacent properties are undeveloped, the applicant shall design and construct future pedestrian connections to adjacent parcels.
- c. Sidewalks located on any building side with a public entrance shall be a minimum width of 10 feet and shall span the entire length of the building. The 10 foot sidewalk shall transition into a five foot wide sidewalk that connects to the on-site pedestrian circulation system located on the interior and perimeter areas of the development site. This requirement may be reduced to no less than eight feet in width where parking is not perpendicular to the sidewalk.

(5) Multifamily and single-family attached.

- a. All multifamily and single-family attached development public areas shall provide sidewalk and trail connectivity for pedestrians and bicyclists between all public entries to new and existing buildings, outlying parking areas, between buildings, to the public sidewalk system, amenities and to transit facilities.
- b. Publicly accessible walkways shall connect from the site to adjacent uses in a logical manner. If adjacent properties are undeveloped, the applicant shall design and construct future pedestrian connections to adjacent parcels.

(6) Downtown pedestrian-oriented amenity zones.

- a. In the Downtown East and Downtown West zoning districts, properties adjacent to Mainstreet shall provide a pedestrian-oriented amenity area a minimum of 18 feet in width that includes:
 - 1. An amenity or buffer zone where street trees, street and pedestrian lights, and other street furniture are located; and
 - 2. A walking zone with a minimum width of eight feet, clear of obstructions and parallel to the vehicular drive.

**Figure 08.4 Mainstreet Pedestrian-Oriented Amenity Area**

- b. In the Downtown East zoning district, properties adjacent to any public street other than Mainstreet shall provide an amenities area a minimum width of 18 feet that includes a walking zone with a

minimum width of 10 feet along Parker Road and eight feet along all other public streets, clear of obstructions and parallel the public street.

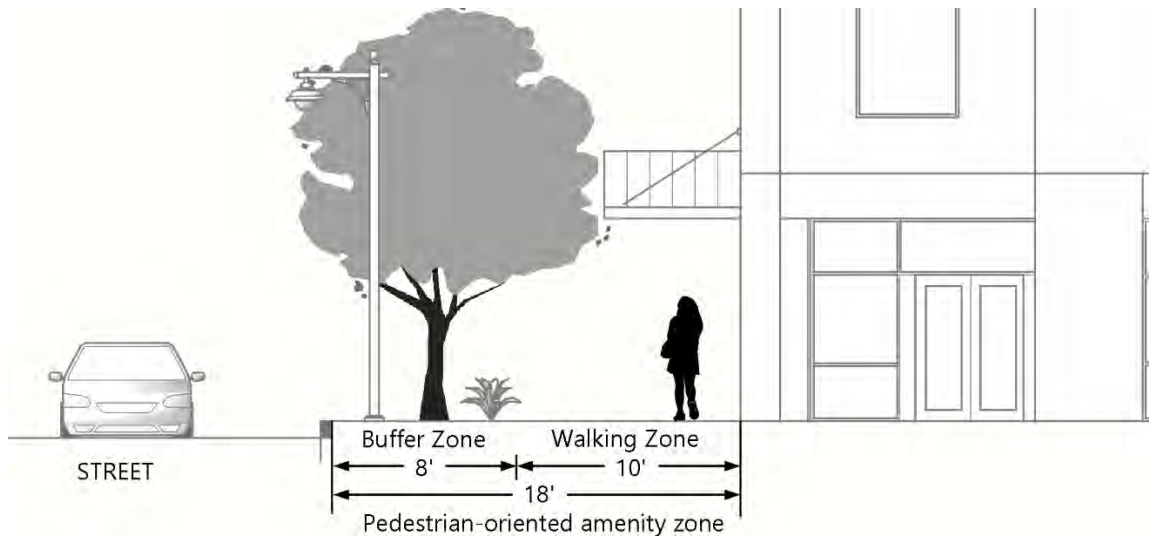


Figure 08.5 All Other Public Street Pedestrian-Oriented Amenity Areas

(c) Development block layout.

- (1) Applicability.** These standards shall apply to all development, except parks and open spaces. More information about when these standards are applied is available in Table 13.08.A.
- (2) All development blocks.**
 - a. Development blocks shall be designed and oriented to maximize building frontages to and primary access from public streets or private streets create active street fronts and pedestrian walkability.
 - b. The maximum block size shall not exceed 1,000 feet in length and width.
 - c. Paseos and pathways shall be used to create pedestrian-blocks and to further breakdown blocks to sizes ranging between 300 and 500 feet.

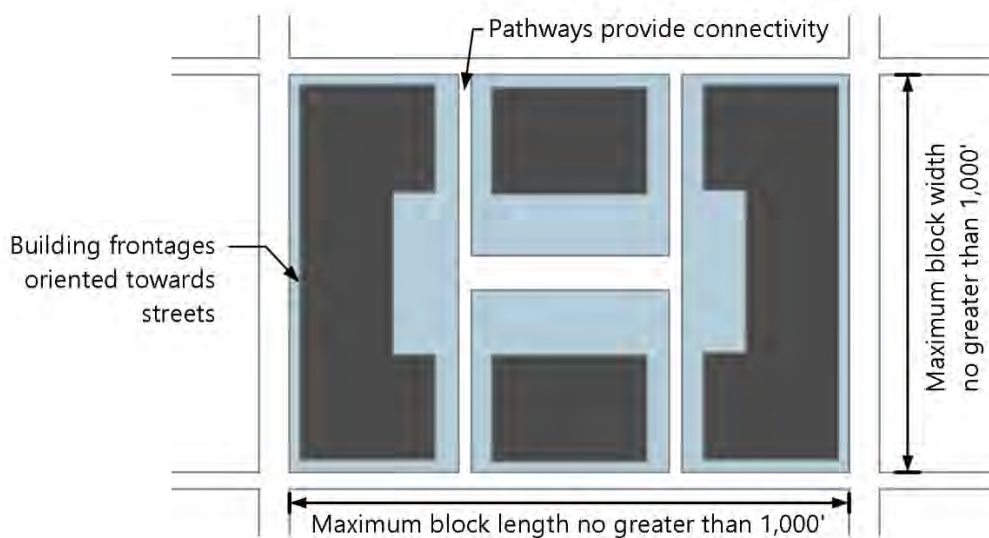


Figure 08.6 Development Block Requirements

- (3) Commercial and mixed-use development.** A commercial or mixed-use development block shall break down a large-size parcel into developable lots with multiple access points based on land use, site context, and existing street and pedestrian connectivity. A block shall provide connectivity to public roadways and off-street parking and shall consider natural site features such as large trees or tree groves, floodplain, drainage ways and topographic conditions of the site.

(d) Streets and internal access.

- (1)** All public streets, roads, trails, and rights-of-way shall be consistent with the adopted Transportation Master Plan and the requirements of the current adopted edition of the International Fire Code, Chapter 5, and Appendix D.
- (2)** All public streets shall comply with the standards set forth in the Roadway Design and Construction Criteria Manual and the requirements of the current adopted edition of the International Fire Code, Chapter 5, and Appendix D.
- (3)** Private internal access drive aisles and streets shall be safe and clearly defined, and shall comply with all applicable standards in this LDO and the Roadway Design and Construction Criteria Manual.
- (4)** Private streets shall include all of the following:
- a.** A minimum five-foot width sidewalk on both sides of the roadway.
 - b.** All development shall install detached sidewalks unless on-street parking is provided, in which case an attached sidewalk may be installed.
 - c.** Within nonresidential development where topography or other site constraints exist, an attached sidewalk may be considered.
 - d.** Streetscape landscaping shall be required pursuant to Section 13.08.090(e).
 - e.** Parallel parking along private streets is permitted.

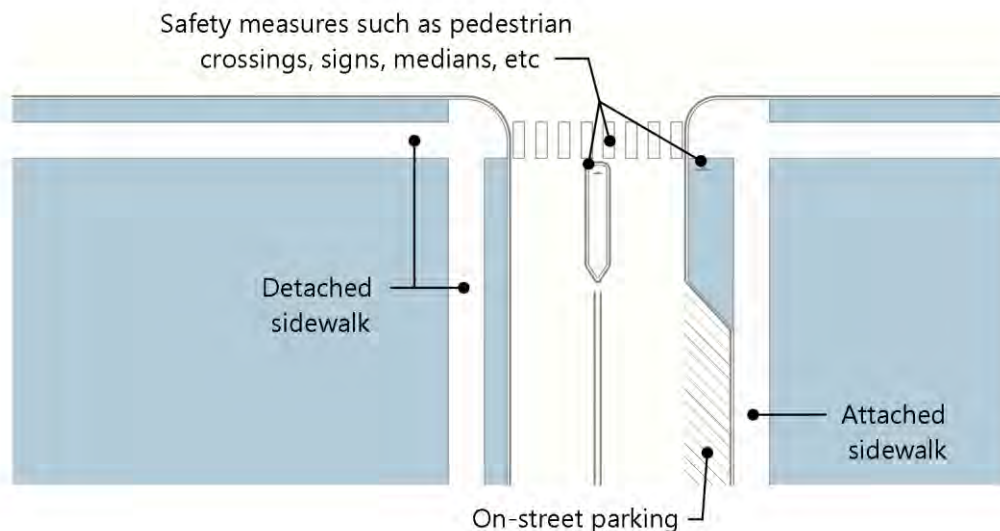


Figure 08.7 Private Street Requirements

- (e)** Signs, signals, lighting, median refuge areas, landscaping and/or other means of traffic calming devices shall also be incorporated at pedestrian crossings to promote safety.

13.08.070 Airport regulations.

- (a) **Purpose.** The purpose of the airport land use regulations in this Section 13.08.070 is to preserve existing and establish new compatible land uses around airports to allow land use not associated with high population concentration, to minimize exposure of residential uses to critical and uncontrollable aircraft noise areas, to avoid danger from aircraft crashes, to discourage traffic congestion and encourage compatibility with nonmotorized traffic from development around airports.
- (b) **Applicability.** This Section 13.08.070 shall apply to all development located within the Airport Influence Area. More information about when these standards are applied is available in Table 13.08.A.
- (c) **Height limitations.** Except as otherwise provided in this Section 13.08.070, no structure or object of natural growth shall be constructed, erected, altered, allowed to grow or to be maintained in excess of the following height limits and zones:
- (1) The maximum height of any structure or object of natural growth within the Airport Influence Area shall not exceed the maximum height established by FAA Regulation FAR Part 77.
 - (2) A referral to Centennial Airport shall be required for the construction or alteration of any structure 200 feet or higher located within 20,000 feet of any runway.
- (d) **Surfaces.** In order to protect public safety, certain surfaces and areas are hereby established that include all the land and air space within the area that would be hazardous to air navigation at the airport.
- (1) This Section 13.08.070 shall apply to all land within the officially identified Airport Influence Area. Future airport sites may be officially identified as future Airport Influence Areas and subject to the provisions of this Section 13.08.070 by action of a Town Council after a public hearing pursuant to Section 13.03.030(g).
 - (2) This Section 13.08.070 establishes airport height zones on an airport obstruction and vicinity map. These zones are areas above imaginary surfaces and are designed to regulate the height of structures and trees in the airport vicinity. They are set forth in the FAA Regulation FAR Part 77 as amended.
 - a. **Utility Runway Visual Approach Zone**

Slopes upward 20 feet horizontally for each foot vertically, beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline, with a lateral width of 1,250 feet.
 - b. **Utility Runway Nonprecision instrument Approach Zone**

Slopes upward 20 feet horizontally for each foot vertically, beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline, with a lateral width of 1,250 feet.
 - c. **Runway Larger Than Utility Visual Approach Zone**

Slopes upward 20 feet horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline, with a lateral width of 1,500 feet.
 - d. **Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Fourths Mile Nonprecision Instrument Approach Zone:**

Slopes upward 34 feet horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline, with a lateral width of 3,500 feet.

e. Runway Larger Than Utility with a Visibility Minimum as Low as Three-Fourths Mile Nonprecision Instrument Approach Zone:

Slopes upward 34 feet horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline, with a lateral width of 4,000 feet.

f. Precision Instrument Runway Approach Zone:

Slopes upward 50 feet horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward 40 feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline, with a lateral width of 16,000 feet.

g. Heliport VFR Approach Zones

Slopes upward eight feet horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface, and extending to a distance of 4,000 feet along the extended primary surface centerline.

h. Heliport IFR Approach Zones

Slopes upward 15 feet horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface, and extending to a distance of 10,000 feet along the primary surface centerline.

i. STOL Approach Zones

Slopes upward 15 feet horizontally for each foot vertically beginning at the end of and at the same elevation of primary surface, and extending to a distance of 10,000 feet along the extended runway centerline.

j. Transitional Zone

Slopes upward and outward seven feet horizontally for each foot vertically beginning at the sides of and at the same elevation as the primary surface and the approach zones and extending to a height of 150 feet above the airport elevation above mean sea level shown on the approved airport/heliport layout. In addition, slopes outward seven feet horizontally for each foot vertically beginning at the sides of and at the same elevation as the approach zones, and of and at the same elevation as the approach zones, and extending to where they intersect with the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, height limits sloping upward and outward seven feet horizontally for each foot vertically shall be maintained beginning at the sides of and at the same elevation as precision instrument runway approach surface, and extending to a horizontal distance of 5,000 feet measured at 90 degree angles to the extended runway centerline.

k. Heliport VFR Transitional Zones

Slopes upward and outward two feet horizontally for each foot vertically beginning at the sides of and at the same elevation as the primary surface and the approach surfaces and extending a distance of 150 feet measured horizontally from and at 90 degree angles to the primary surface centerline and extended centerline.

l. STOL Transitional Zones

Slopes upward and outward four feet horizontally for each foot vertically beginning at the sides of and at the same elevation as the primary surface and a portion of the sides of the approach surface and extends to an elevation of 100 feet above the primary surface.

m. Horizontal Zones

150 feet above the airport elevation above mean sea level shown on the approved airport/heliport layout.

n. Conical Zone

Slopes upward and outward 20 feet horizontally for each foot vertically beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

- (e) Performance regulations.** No use may be made of land within the designated Airport Influence Area that creates electrical interference with radio communication between the airport and aircraft, makes it difficult for pilots to distinguish between airport lights and other lights, causes glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport or otherwise endangers the landing, taking off or maneuvering of aircraft at the airport or in the vicinity of the airport. No airport/heliport will be allowed unless it is located in an officially identified Airport Influence Area. Review of land use proposals and/or changes shall use noise contours when applicable. Noise attenuation in building design should be included in proposals within the airport influence area.

13.08.080 Parking and loading.

- (a) Purpose.** The purposes of this Section 13.08.080 are:

- (1) To ensure that off-street parking areas are well designed with regard to safety, efficiency and convenience for vehicles, bicycles, and pedestrians.
- (2) To ensure land uses can function without negatively impacting adjacent land uses and allow for the development of walkable mixed-use environments.
- (3) To ensure that parking is considered and designed as accessory to the principal uses within the buildings served, that buildings and pedestrian scale areas are the focal point, that parking is viewed as a necessary function in support of those activities and that it is visually and functionally secondary to the principal use of the building and pedestrian access.
- (4) To provide enough vehicular parking to accommodate the need generated by the uses without providing excessive amounts of parking.
- (5) To encourage alternative parking arrangements such as shared parking.
- (6) To provide that required parking facilities are located on the same lot or parcel as the building or use served, unless shared parking is allowed by this Section 13.08.080.
- (7) To provide parking efficiencies through parking reduction mechanisms for mixed-use development, redevelopment, and developments that are near multi-modal transportation options within the Downtown East and Downtown West zoning districts.
- (8) To provide for creative and innovative parking approaches that support and implement the Mainstreet Master Plan and Transportation Master Plan within the Downtown East and Downtown West zoning districts and adjacent areas.

(b) Applicability.

This Section 13.08.080 applies to:

- (1) All new development of primary buildings;
- (2) All expansion of the gross floor area of an existing primary building; and
- (3) Any change of substantive land use or change of tenant finish that meets the following standards:
 - a. Prior to approval of a tenant finish involving a substantive change in use, the applicant shall demonstrate that adequate parking exists for the proposed land use change. The square footage of all tenant finish areas shall be identified for each proposed use. When changes in land use and tenant finish require more parking than currently exists, the applicant shall be required to revise its Site Plan to increase the number of parking spaces consistent with the requirements in this Section 13.08.080, while

still meeting landscaping requirements. Failure to provide additional required parking may result in the denial of the tenant finish permit.

- b. The requirements in Subsection (3)a above do not apply to for a change of land use or tenant finish within a multi-tenant or multi-building development on a single lot under common ownership or management where all of the proposed uses are permitted by right.

(4) More information about when these standards are applied is available in Table 13.08.A.

(c) Location of required parking spaces. All off-street parking spaces required by this Section 13.08.080 shall be provided on the same lot, parcel, or site served by the required parking, unless off-site parking is permitted pursuant to Section 13.08.080(g) or otherwise approved and noted on a single Site Plan covering multiple contiguous lots or a multi-tenant building or multi-building development under common ownership or management.

(d) Use of required parking spaces. Required parking areas shall be available for the parking of operable passenger automobiles of residents, customers, patrons, and employees and shall not be used for outdoor storage or display, trailer or RV storage, sale, repair, dismantling or servicing of any vehicles, equipment, materials, or supplies, except as otherwise permitted through a Temporary Use Permit.

(e) Striping of parking and loading spaces.

- (1) All off-street parking spaces, excluding residential units with individual driveways, shall be outlined by white or yellow stripes not less than four inches wide painted on the surface area or an alternative approved by the Planning Director.
- (2) All non-parking spaces for vehicles, such as loading zones, emergency lanes or spaces in front of doorways/entrances, shall be clearly delineated.

(f) Number of off-street parking spaces required. The minimum off-street parking spaces for specific uses shall be as provided below in Table 13.08.F.

(1) Calculation of required parking spaces.

- a. **Area measurements.** Unless otherwise specifically provided in this LDO, all square-footage-based parking and loading standards shall be calculated on the basis of net leasable area (see Figure 08.8 and Figure 08.9). For outdoor areas, calculations shall be based on the portion of the lot actually being used for the specified use, as listed in Table 13.08.F.

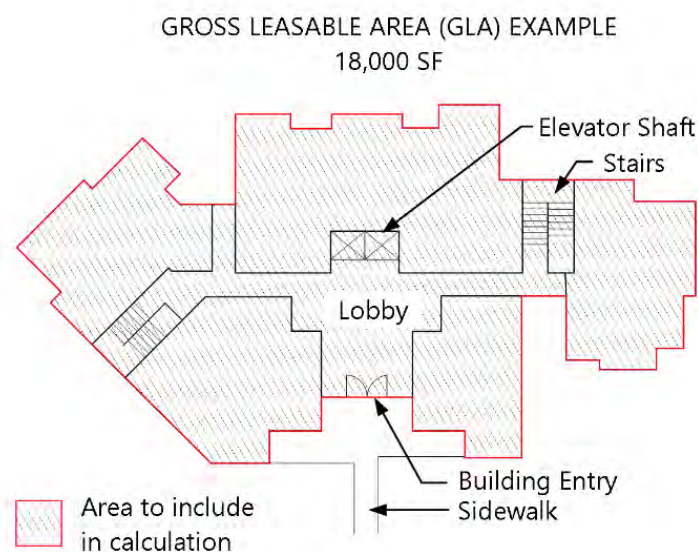
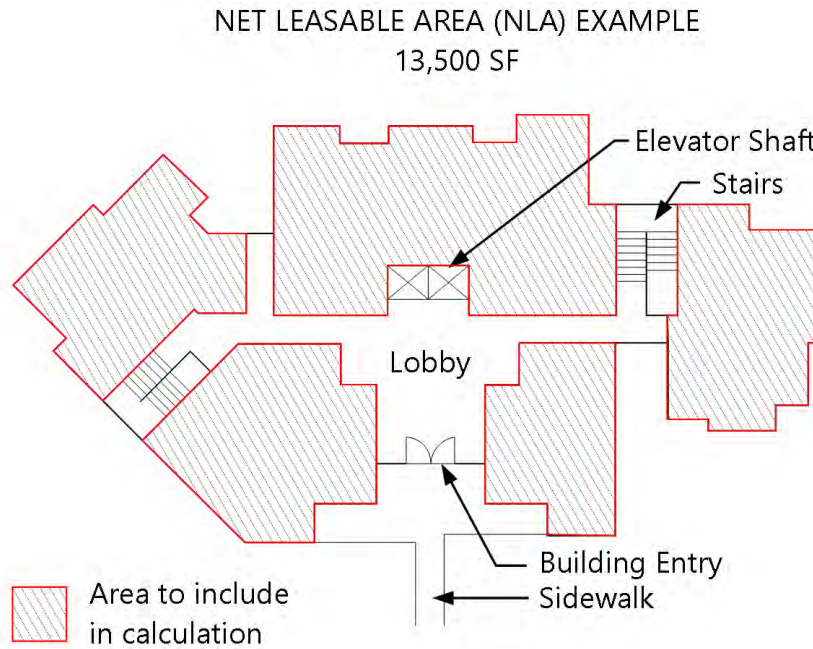


Figure 08.8 Gross Leasable Area (GLA)

**Figure 08.9 Net Leasable Area (NLA)**

- b. Fractions.** In calculating the required number of parking spaces, any fraction of a parking space of one-half or more shall be equal to one space. Fractions less than one-half of a parking space shall not be counted as a parking space.
- c. Unlisted uses.** If a use of property is not listed in Table 13.08.F, the Planning Director shall apply the off-street parking standard for the most similar use. If the Planning Director determines that there is no similar use, the Planning Director may require the applicant to submit a special study supported by competent information in order to make the determination as to what parking requirement would best achieve the purposes of this Section 13.08.080.
- d. Multiple commercial tenants.** If three or more commercial tenants or users occupy a single building, the minimum number of off-street parking spaces shall be one space per 300 square feet of net leasable area regardless of the minimum number of parking spaces otherwise applicable to the individual commercial use.

Table 13.08.F: Off-Street Parking Requirements

NLA = Net Leasable Area

None = No Minimum Parking Requirement

N/A = Not Applicable (Prohibited Use in Zoning District)

Use Category	Minimum Number of Spaced Required	
	All Other Zoning Districts	Downtown East [Max. Parking is 150% of Min]
Residential		
Household Living		
Caretaker Residence	2 per dwelling unit	N/A
Dwelling, Co-Housing	1 per dwelling unit	N/A
Dwelling, Duplex	2 per dwelling unit Guest Parking: 0.25 additional spaces per dwelling unit (may be provided on public streets)	N/A
Dwelling, Live/Work	2 per dwelling unit	2 per dwelling unit

Table 13.08.F: Off-Street Parking Requirements		
NLA = Net Leasable Area		
None = No Minimum Parking Requirement		
N/A = Not Applicable (Prohibited Use in Zoning District)		
Use Category	Minimum Number of Spaced Required	
	All Other Zoning Districts	Downtown East [Max. Parking is 150% of Min]
Dwelling, Multifamily	Studio or one-bedroom: 1 per dwelling unit Two bedrooms: 1.5 per dwelling unit Three bedrooms: 2 per dwelling unit Guest Parking: 25 percent of total required for individual dwelling units	Studio or one-bedroom: 1 per dwelling unit Two-bedroom: 1.25 per dwelling unit Three-bedroom: 1.25 per dwelling unit
Dwelling, Single-Family Attached	2 per dwelling unit Guest Parking for 5 or more abutting structures: 25% of total required for individual dwelling units	2 per dwelling unit
Dwelling, Single-Family Detached	2 per dwelling unit	N/A
Dwelling Unit, Accessory	N/A	N/A
Home Occupation	None	None
Group Living		
Continuing Care Facility	1 per employee on maximum shift and 1 per 6 resident beds	N/A
Group Home and Residential Facility	1 per employee on maximum shift and 1 per 3 residents design capacity	N/A
Public, Institutional, and Civic Uses		
Community and Cultural Facilities		
Cemetery	None	N/A
Community Facility	1 per 350 s.f. NLA	Special study
Daycare, Commercial	1 per 500 s.f. NLA	1 space per employee on maximum shift
Daycare, Residential	None	N/A
Funeral Facility	1 per 3 seats in main assembly area	N/A
Park		
Community-Serving	Special study	Special study
Neighborhood-Serving	None	None
Open Space	None	None
Public Safety Facility	1 per 300 s.f. NLA	N/A
Religious Assembly	1 per 3 seats in main assembly area	Special study
Educational Facilities		
School, College, or University	1 per 500 s.f. NLA of classroom, research, and library area, plus 1 per 6 seats in assembly areas	Special study
School, Public or Private	Elementary or Middle:	Special study

Table 13.08.F: Off-Street Parking Requirements		
NLA = Net Leasable Area		
None = No Minimum Parking Requirement		
N/A = Not Applicable (Prohibited Use in Zoning District)		
Use Category	Minimum Number of Spaced Required	
	All Other Zoning Districts	Downtown East [Max. Parking is 150% of Min]
	1 per 20 students maximum student capacity High Schools: 1 per 6 students maximum student load	
School, Vocational or Trade	Special study	N/A
Healthcare Facilities		
Hospital	1 per 2 patient beds design capacity plus one space per employee on maximum shift	N/A
Medical or Dental Clinic	1 per 300 s.f. NLA	1 per 500 s.f. NLA
Commercial Uses		
If three or more commercial tenants or users occupy a single building, the minimum number of off-street parking spaces shall be 1 space per 300 square feet of net leasable area regardless of the number of the minimum requirements otherwise applicable to the individual commercial uses.		
Agricultural and Animal Uses		
Agriculture, General	None	N/A
Agriculture, Urban	None	None
Agritainment	Special study	N/A
Kennel, Commercial	1 per 1,000 s.f. NLA	N/A
Natural Medicine Cultivation Facility	None	N/A
Stable, Commercial	Special study	N/A
Veterinary Clinic and Hospital	1 per 500 s.f. NLA (not including areas occupied by animals)	N/A
Recreation and Entertainment		
Indoor Recreation Facility	Theaters, auditoriums, stadiums, or similar uses: 1 space per 3 seats in assembly areas All other uses: 1 per 300 s.f. of NLA	Indoor recreation activities: Special study
		Bowling center: 2 per lane
		Indoor movie theater: 1 per 5 seats
		Health club: 1 per 500 s.f. NLA
Outdoor Recreation Facility	Special Study	Special study
Food and Beverage Services		
Bar and Lounge	1 per each 4 persons of design capacity (excluding outdoor seating)	1 per 300 s.f. NLA, excluding outdoor seating areas
Microbrewery, Cidery, Distillery, or Winery	1 per each 4 persons of design capacity (excluding outdoor seating)	1 per 300 s.f. NLA, excluding outdoor seating areas
Restaurant	1 per each 4 persons of design capacity (excluding outdoor seating)	1 per 300 s.f. NLA, excluding outdoor seating areas
Office, Business, and Professional Services		

Table 13.08.F: Off-Street Parking Requirements		
NLA = Net Leasable Area		
None = No Minimum Parking Requirement		
N/A = Not Applicable (Prohibited Use in Zoning District)		
Use Category	Minimum Number of Spaced Required	
	All Other Zoning Districts	Downtown East [Max. Parking is 150% of Min]
Administrative, Professional, and Government Office	1 per 300 s.f. NLA	1 per 500 s.f. NLA
Automated Teller Machine	None	None
Financial Institution	1 per 300 s.f. NLA	1 per 500 s.f. NLA
Research and Development	1 per 500 s.f. NLA	1 per 500 s.f. NLA
Personal Services		
Check-Cashing Establishment	1 per 300 s.f. NLA	N/A
Laundry Facility, Commercial	1 per 500 s.f. NLA	N/A
Laundry Facility, Self-Service	1 per 300 s.f. NLA	N/A
Natural Medicine Healing Center	1 per 300 s.f. NLA	1 per 500 s.f. NLA
Personal Instruction or Studio	1 per 300 s.f. NLA	1 per 500 s.f. NLA
Personal Services, General	1 per 300 s.f. NLA	1 per 500 s.f. NLA
Retail Sales		
Building Materials and Supply Store	NLA < 10, 000 s.f. : 1 per 500 s.f. NLA NLA ≥ 10,000 s.f. 1 per 600 s.f. NLA:	N/A
General Retail, 10,000 Square Feet or Less	1 per 300 s.f. NLA	Convenience service establishment: 1 per 500 s.f. NLA
		Furniture/appliance stores: N/A
		Grocery/shopping center: 1 per 500 s.f. NLA
General Retail, More than 10,000 Square Feet	1 per 500 s.f. NLA	Furniture/appliance stores: N/A
		Grocery/shopping center: 1 per 500 s.f. NLA
Mobile Business	None	None
Nursery or Garden Supply Store	1 per 500 s.f. NLA	N/A
Outdoor Sales and Display	None	None
Pawnbroker	1 per 300 s.f. NLA	N/A
Lodging Facilities		
Bed and Breakfast	1 per guest room	1 per guest room
Hotel/Motel	1 per guest room	1 per guest room
Short-Term Rental	N/A	N/A
Transportation, Vehicles, and Equipment		
Automotive Fuel Sales	1 per 250 s.f. NLA;	N/A
Automotive Repair (All)	1 per 500 s.f. NLA of office, sales, or leasing area	N/A
Automotive Sales and Leasing (All)	1 per 500 s.f. NLA of office, sales, or leasing area	N/A
Car Wash	1 per bay	N/A
Drive-Through Facility	None	N/A

Table 13.08.F: Off-Street Parking Requirements		
NLA = Net Leasable Area		
None = No Minimum Parking Requirement		
N/A = Not Applicable (Prohibited Use in Zoning District)		
Use Category	Minimum Number of Spaced Required	
	All Other Zoning Districts	Downtown East [Max. Parking is 150% of Min]
Electric Vehicle Charging Station	None	None
Equipment and Machinery Sales, Rental, and Repair	1 per 1,000 s.f. NLA	N/A
Parking Garage	None	None
Parking Lot	None	None
Recreational Vehicle Sales, Rental, and Repair	1 per 500 s.f. NLA of office, sales, or rental area	N/A
Transit Terminal or Station	Special study	Special study
Sexually Oriented Businesses		
Sexually Oriented Business	1 per 300 s.f. NLA	N/A
Industrial Uses		
If more than one industrial tenant or user occupies a single building, the minimum number of parking spaces for the entire building shall be calculated using the rate applicable to the use with the highest off-street parking requirements.		
Manufacturing and Processing		
Food and Beverage Processing	1 per 1,000 s.f. NLA	N/A
Industrial, General	N/A	N/A
Industrial Hemp Processing	1 per 1,000 s.f. NLA	N/A
Light Industrial	1 per 1,000 s.f. NLA	N/A
Mining and Extraction	None	N/A
Natural Medicine Products Manufacturer	None	None
Natural Medicine Testing Facility	None	None
Oil and Gas Operations	None	N/A
Storage and Distribution		
Commercial Outdoor Storage	None	None
Contractor Office	1 per 500 s.f. office area	N/A
Distribution Facility	1 per 1,000 s.f. GLA	N/A
Self-Storage	N/A	N/A
Public and Semi-Public Utility Uses		
Utilities		
Public Utility, Major	None	None
Public Utility, Minor	None	None
Wireless Communications Facility	None	None
Temporary Uses		
Agricultural Product Stand	Temporary uses shall not reduce the available parking below the minimum required parking of the principal use on the lot.	None
Carnival or Festival		None
Outdoor Market		None
Seasonal Sales		None
Temporary Structure		None

(2) Phasing of Parking for developments with multiple buildings.

- a. If a development is being constructed in phases over time, required parking may also be constructed in phases in accordance with a development phasing plan approved by the Town, or no such phasing plan has been approved, then the required parking for each phase of the development shall be determined by the Planning Director based on anticipated parking demand for that phase of development.
- b. Required parking for each building constructed shall generally be required to be installed before a Certificate of Occupancy for the building will be issued.
- c. No parking area for a phase of development may be located on any portion of the lot or site designated for landscaping when the full development is completed
- d. All parking landscaping plans and parking access points necessary for each phase shall be designed to accommodate parking areas at final build out.

(3) Temporary parking areas.

- a. Temporary parking areas required to serve a temporary building or use listed in Table 13.05.A shall be considered when the request is included in an application for the Temporary Use Permit and is determined that temporary parking spaces are needed to protect public health and safety or to avoid adverse impacts on surrounding areas.
- b. Temporary parking spaces are not required to meet the standards in Section 13.08.080(j), *Parking layout and design*.
- c. Any temporary structure that is expected to be in place longer than six months to one year may be required to construct permanent parking if determined to be necessary because of anticipated heavy use of parking areas or to mitigate visual, noise, or operational impacts on surrounding properties.

(4) Electric vehicle charging stations. Where a parking lot or parking structure is provided for new development or redevelopment of multifamily dwellings or nonresidential uses, the lot or structure shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready Code.

(g) Off-site parking. Off-site parking shall be permitted provided the following requirements are met:

(1) Eligibility. For nonresidential or mixed-use development, a portion of the parking requirement may be met through off-site parking pursuant to the requirements of this Section 13.08.080(g), where the applicant demonstrates that it cannot reasonably provide on-site parking pursuant to this Section 13.08.080, and that such off-site parking will promote consistency with the Town's adopted plans through improved building and site design.

(2) Location of off-site parking.

- a. The distance from the property line of the site to the boundary of the off-site parking area spaces shall not exceed 600 feet. However, the Planning Director, or designee, may approve a distance of more than 600 feet (not to exceed a distance of 1,200 feet) based on the land use or quality of pedestrian connection between the subject site and the off-street parking area.
- b. In the Downtown East and Downtown West zoning districts, off-site parking may include on-street parking adjacent to the subject site or the off-site parking location. Only on-street vehicle parking spaces for which more than one-half of the curb length of the parking space is adjacent to the subject lot, as measured by the hypothetical extension of lot lines of the subject lot or parcel into the on-street parking area, shall be counted towards minimum parking requirements.

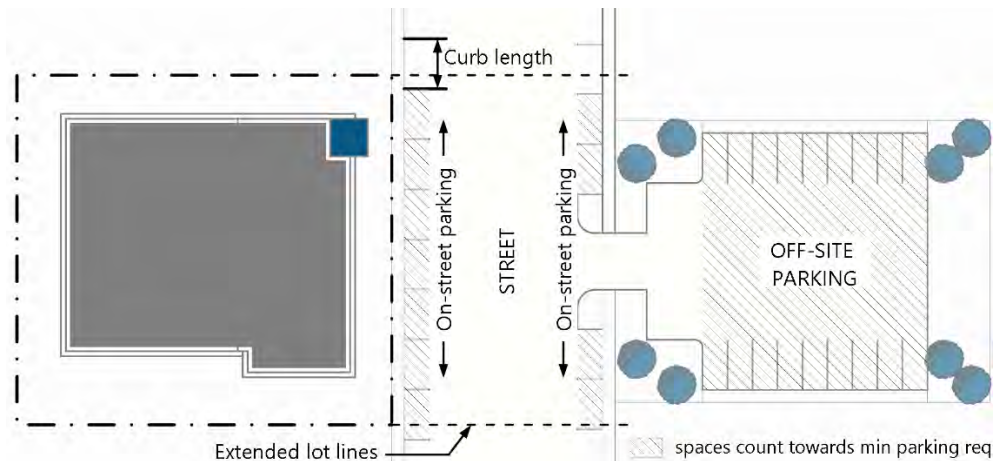


Figure 08.10 Off-Site Parking Location Requirements

- c. In all zoning districts other than the Downtown East and Downtown West districts, off-site parking shall not be located on-street and may not be located in a residential zoning district unless otherwise determined by the Planning Director.
- (3) **Accessible parking.** All parking spaces for persons with disabilities required by the Americans with Disabilities Act shall be provided on-site.
- (4) **Maximum number of off-site parking spaces.** No more than 30 percent of the required on-site parking shall be addressed through off-site parking.
- (5) **Review.** All requests for approval of off-site parking shall be reviewed as part of the Site Plan approval process pursuant to Section 13.03.040(p).
- (6) **Shared parking plan and agreement.**
 - a. As part of the approval for off-site parking, the applicant shall submit an off-site shared parking plan meeting the requirements described in the LDO Administrative Manual.
 - b. All requests for approval of off-site parking shall be filed by the owners of the site and off-site parking area (including any owners of buildings existing on the site or off-site parking area, if different than the real property owners), and shall be reviewed as part of the Site Plan process pursuant to Section 13.03.040(p).
 - c. In addition to the off-site shared parking plan, a shared parking agreement for off-site parking, in a form approved by the Town Attorney, shall be executed by the owners of the site and the off-site parking area (including any owners of buildings existing on the site or off-site parking area, if different than the real property owners) and consented to in writing by the Town. The shared parking agreement for off-site parking shall substantially comply with the format of any model shared parking agreement, in the LDO Administrative Manual.
 - d. Upon approval of an off-site shared parking plan and shared parking agreement, a copy of the plan and agreement shall be recorded by the Town with the Douglas County Clerk and Recorder.
 - e. All recorded off-site shared parking plans and shared parking agreements shall run with the land, be binding upon the applicants for such shared parking plans, their successors, and assigns, and shall restrict and limit the use and operation of all land and buildings included in the plan to all conditions and limitations in the approved plan and agreement. No Site Plans or plats shall be approved, or permits or Certificates of Occupancy issued, unless the proposed uses and developments comply with all the conditions and limitations of the approved plan and agreement.
 - f. Recorded off-site shared parking plans and shared parking agreements may be amended pursuant to the same procedure and subject to the same limitations and requirements by which such plans and agreements were approved and recorded.

- g. Upon application by the owners of any site and off-site parking area subject to any recorded shared parking plan and agreement (including any owners of buildings existing on the site or the off-site parking area, if different than the real property owners), the plan and agreement may be terminated if all uses, land, and buildings remaining under such plan are made to comply with all conditions and limitations of the plan and agreement and all uses, land, and buildings withdrawn from the plan are made to comply with this LDO and all other Town regulations. Upon approval of the termination of a shared parking plan and agreement, all parties shall sign a shared parking termination agreement, which shall be recorded by the Town with the Douglas County Clerk and Recorder with the costs of recording paid by the applicants.

(h) Accessible parking. All parking provided for any new building constructed, any new use established, any enlargement of an existing building or use, any change in the occupancy of any building or any change of use shall be designed and constructed pursuant to the Americans with Disabilities Act, as amended ("ADA").

(i) Parking credits and adjustments.

(1) Parking exemptions and reductions in the Downtown East and Downtown West zoning districts.

- a. **Parking exemptions.** For all uses except residential, the first 5,000 square feet of newly constructed, expansions, changes of use, tenant finish/improvement, or modifications net leasable floor area shall be excluded from the calculations required by this Section 13.08.080.
- b. **Parking reductions.** Off-street parking requirements in the Downtown East and Downtown West zoning districts may be reduced when on-street public parking is provided along local or collector streets adjacent to the proposed development.

(2) Mixed-use/shared parking reductions.

a. Applicability.

- 1. The following Mixed-use/shared parking reductions apply in all zoning districts, unless otherwise indicated in this LDO, to ensure new developments do not provide more parking than is needed, and to promote the efficient use of land while reducing the expanse of paved areas.
- 2. In locations where a mix of land uses allows for complementary use of parking spaces due to – differences in the timing of peak parking demand.
- 3. No application of this Section 13.08.080(i) shall reduce the number of parking spaces on site for persons with disabilities below the number required by the Americans with Disabilities Act (ADA).

b. Shared parking reduction table.

- 1. Where two or more uses listed in Table 13.05.A: *Table of Allowed Uses* are located on a single lot or in a single development (but not in the same building) and those uses share a parking lot or structure, the total off-street parking requirement for those uses may be reduced by the factors shown in Table 13.08.G below.
- 2. To calculate the shared parking reduction, add the parking requirements for each use category and then divide the sum by the factor shown for that combination of use categories in Table 13.08.G.
- 3. If the mixed-use or shared parking includes more than two categories of uses, this reduction only applies to the two uses with the greatest parking demands. After calculating the reduction for those two use categories pursuant to Table 13.08.G, parking for a third, fourth, or additional use categories sharing the parking facility shall be provided at the rates shown in Table 13.08.F.

Table 13.08.G: Shared Parking Reduction Factors					
Use	Multifamily Residential	Public, Institutional, or Civic	Food, Beverage, Indoor Recreation, or Lodging	Retail Sales	Other Commercial
Multifamily residential	1.0				
Public, Institutional, or Civic	1.1	1.0			
Food, Beverage, Indoor Recreation, or Lodging	1.1	1.2	1.0		
Retail Sales	1.2	1.3	1.3	1.0	
Other Commercial	1.3	1.5	1.7	1.2	1.0

4. For example, a development with 5,000 square feet net lease area (NLA) of retail space (1 per 300 square feet NLA) and 3,000 square feet restaurant (1 per 4 persons design capacity – 120 persons) would take the total spaces required between the two uses and divide by 1.3.

- a) Retail: $(5,000 / 300 = 16.6) = 17$
- b) Restaurant: $(120 / 4) = 30$
- c) Total = $47 / 1.3 = 36.15$
- d) The shared parking requirement is 36 spaces.

(3) Transit proximity reductions.

- a. The minimum parking required by Table 13.08.F may be reduced by 5 percent if the majority of the site for which parking is being provided is within ¼ mile of a transit stop.
- b. The minimum parking required by Table 13.08.F may be reduced by 5 percent if the majority of the site for which parking is being provided is within ¼ mile of a regional trail providing pedestrian and bicycle access.

(4) Shared-vehicle reductions. For each parking space in a mixed-use or nonresidential development reserved for a shared vehicle, carpool, or vanpool, the minimum number of required off-street parking spaces shall be reduced by four. Each shared vehicle, carpool, or vanpool space shall be signed for such use and shall count toward the minimum number of required parking spaces.

(5) Automotive fuel sales reduction. For the Automotive Fuel Sales use, the Planning Director may allow some fueling pump areas to count toward the required parking spaces if the Planning Director determines that information about parking demand or site circulation provided by the applicant demonstrates that the remaining parking spaces not in fuel pump areas are adequate to fulfill the parking needs of the site.

(6) Transportation demand management reductions. Additional reductions in minimum required off-street parking spaces, beyond those in Sections 13.08.080(i)(1) through 13.08.080(i)(4) above are available based on the applicant's inclusion of Transportation Demand Management commitments, and the Town's acceptance of those commitments, based on a special parking study supporting those reductions, as described in Section 13.08.080(l), *Special parking study requirement or option*.

(7) Limit on parking reductions. Regardless of how many of the parking reductions in Sections 13.08.080(i)(2) through 13.08.080(i)(4) are used, or in what combination, the minimum amount of required off-street parking shall not be reduced by more than 30 percent below the minimum combined off-street parking required for each use, considered independently, pursuant to Table 13.08.F. Off-street parking may be

reduced by more than 30 percent using a combination of parking reductions through the special parking study described in Subsection (l).

(j) Parking layout and design.

(1) Purpose. The purpose of this Section 13.08.080(j) is to:

- a. Lay out and design parking areas that minimize negative visual impacts from adjacent primary roadways and properties.
- b. Reduce the expansive impervious surfaces within parking areas by organizing parking areas into smaller blocks that address a pedestrian scale.
- c. Incorporate design elements that connect the on-site and perimeter pedestrian circulation system between the parking area and the building or use.
- d. Better integrate safety and aesthetics for pedestrian and vehicular interaction.
- e. Visually and physically separate the view of surface parking areas and the cars in them from adjacent streets, open spaces, pedestrian ways, and residential areas.
- f. Provide parking spaces sized to accommodate typical expected vehicles.
- g. Provide sufficient vehicular circulation to access parking spaces.

(2) Parking space size.

- a. Each off-street parking space, other than parallel spaces, shall be nine feet in width and 18 feet in length, with an unobstructed front-end overhang. Parking spaces adjacent to landscape islands shall be 10 feet in width or a concrete strip, at least 18 inches wide, shall be provided on the adjacent side of the island for pedestrians to step out of the car.

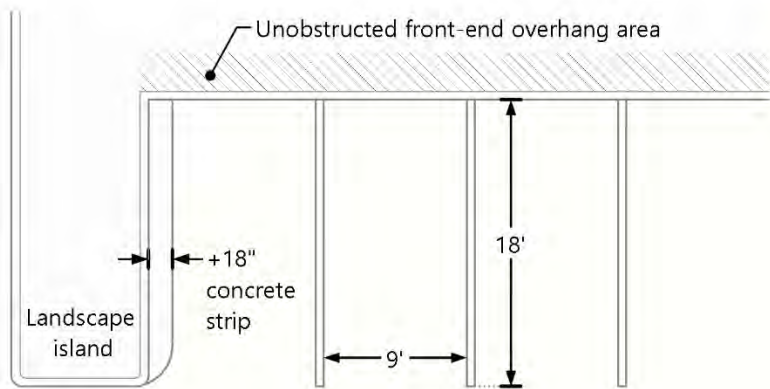


Figure 08.11 Off-Street Parking Space Design Requirements

- b. See Table 13.08.H below for additional standards.

Table 13.08.H: Off-Street Parking Layout Dimensions for Standard Sized Vehicles					
Parking Angle -- degree	0° (parallel)	45°	60°	75°	90°
Space Width --ft. [1]	8.0	8.5	8.5	8.5	9
Space Depth -- ft.	24.0	18.8	20.0	19.5	18.0
Access Aisle Width (two-way) – ft [2] [3] [4]	24.0	24.0	24.0	24.0	26.0

Table 13.08.H: Off-Street Parking Layout Dimensions for Standard Sized Vehicles

Parking Angle -- degree	0° (parallel)	45°	60°	75°	90°
Access Aisle Width (one-way) [3] --ft.	12.0	12.0	16.0	23.0	24.0
[1] Parking spaces adjacent to landscape islands shall be 10 feet in width or a concrete strip, at least 18 inches wide, shall be provided on the adjacent side of the island for pedestrians to step out of the car. [2] Maximum aisle width is 26 ft. [3] Unless otherwise required by the Fire Department to provide adequate fire protection access. [4] Where two-way traffic is proposed parallel to the front of a commercial use with a public entrance, a designated pullout for a patron/employee boarding area may be required.					

(3) Internal vehicular access and circulation.

- a. All parking areas shall be provided with ingress and egress to an improved public right-of-way or private street, shall be located to promote safety and minimize traffic congestion, and shall be provided with necessary internal circulation drives and aisles to create through-traffic patterns.
- b. Each parking block shall have consistent design angles for all parking within the parking block.

(4) Pedestrian walkways.

- a. In parking lots containing more than 150 contiguous spaces, sidewalks, or paths at least five feet in width and designated by raised surfaces or different surfacing colors and materials shall be provided within a landscaped median to provide safe pedestrian access from the farthest parking block, row, or bay to the primary entrance of each building the parking area serves. Required sidewalks or paths may be located to provide pedestrian access to more than one adjacent parking area.
- b. A direct pedestrian walkway at least five feet in width and designated by raised surfaces or different surfacing colors and materials shall be provided between the front door of any multifamily or nonresidential principal building and the nearest sidewalk or trail along a public or private street.

(5) Downtown parking location and design. In addition to the standards in Subsections (2), (3), and (4) above, the following additional standards apply to parking layout and design in the Downtown area.

- a. **Downtown east and downtown west zoning districts.** The location of off-street parking areas in the Downtown East and Downtown West shall comply with the requirements in Table 13.08.I, below.

Table 13.08.I: Off-Street Parking Location – Downtown East and Downtown West

Parking is always permitted behind the primary building, as viewed from street frontages (see Figure 08.13)

Location	Between building & right-of-way (see Figure 08.12)	To the side of the building (see Figure 08.14)
Mainstreet	Not permitted	Minimally permitted so long as the parking area does not occupy more than 1/3 of the contiguous property frontage as measured from parking curb to parking curb
Twenty Mile Road	Permitted	Permitted
Hilltop Road	Permitted	Permitted
Dransfeldt Road north of Sulphur Gulch	Not permitted	Permitted
Dransfeldt Road south of Sulphur Gulch	Permitted	Permitted
Parker Road	Permitted	Permitted
Pine Drive south of Mainstreet	Not Permitted	Minimally permitted so long as the parking area does not occupy more than 1/3 of the contiguous property frontage as measured from parking curb to parking curb
Pine Drive north of Mainstreet	Permitted	Permitted

Table 13.08.I: Off-Street Parking Location – Downtown East and Downtown West		
Parking is always permitted behind the primary building, as viewed from street frontages (see Figure 08.13)		
Location	Between building & right-of-way (see Figure 08.12)	To the side of the building (see Figure 08.14)
Pikes Peak Drive and Pikes Peak Avenue	Not Permitted	Minimally permitted so long as the parking area does not occupy more than 1/3 of the contiguous property frontage as measured from parking curb to parking curb
Other public and private streets	As approved during Site Plan review	
Internal vehicular circulation systems	As approved during Site Plan review	

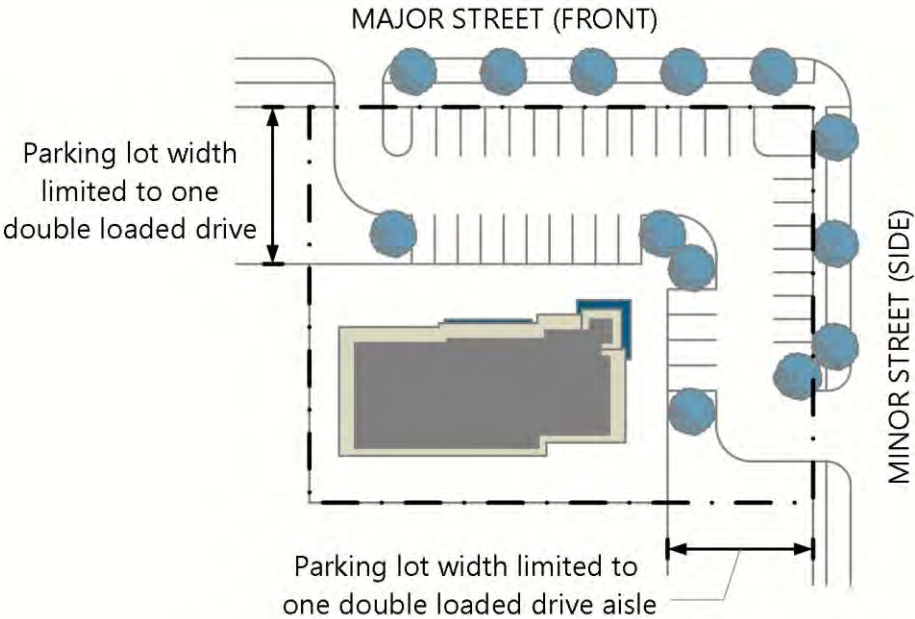


Figure 08.12 Example of one bay of parking between a building and the right-of-way.

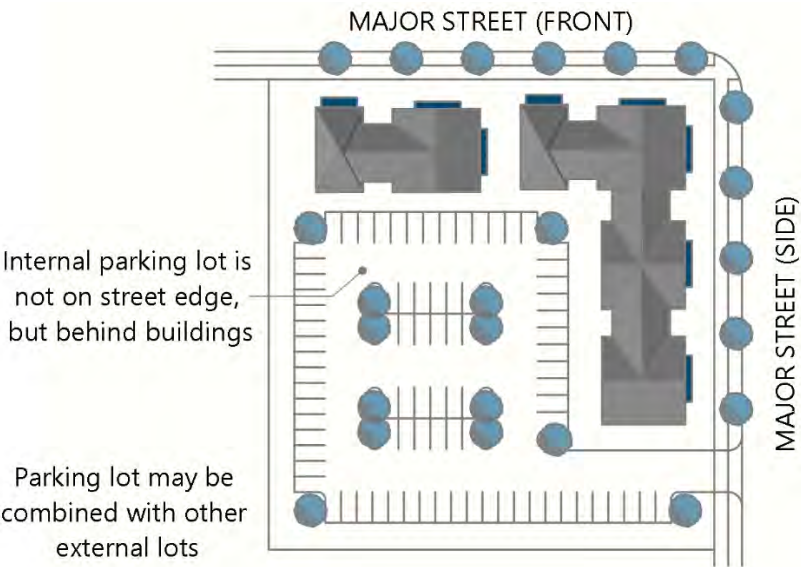


Figure 08.13 Example of Interior Parking Behind a Building.

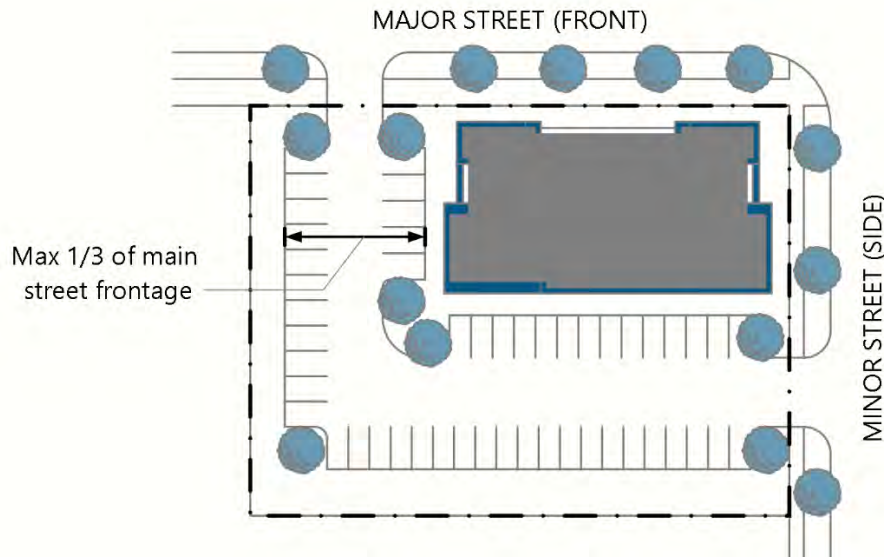


Figure 08.14 Example of Parking on the Side of a Building

b. Additional standards for Downtown East zoning district.

1. Individual parking blocks, other than those providing public parking, shall be limited to not more than 30 surface spaces.
2. Shared parking and cross-property parking access for similar and complementary uses shall be provided to facilitate pedestrian and vehicular access between lots to the maximum extent practicable.

(6) Multifamily development parking area layout and design. In addition to the standards in Subsections (2), (3), and (4) above, the following additional standards apply to parking layout and design in multifamily developments, including vertical mixed-use development that include multifamily uses or buildings, that are not located in the Downtown East or Downtown West zoning districts. Parking areas shall be located internally to multifamily development, behind building massing to minimize the visibility of parking from public streets and rights-of-way.

a. Parking blocks and lots.

1. Parking blocks shall be limited to a maximum width of three bays of parking and 180 feet by 270 feet unless separated by an internal street.
2. Private parking lots adjacent to public open space and trails shall not be allowed unless they are at least 25 feet from the property edge adjacent to the open space or trail, provided, however, that parking spaces available for public use may be located within the 25 foot buffer if the Planning Director determines their location will not create adverse impacts on the visual quality of the open space or trail.

b. Parking garages and carports.

1. Garage entries, carports and parking structures shall be internalized in building groups or oriented away from street frontage to the maximum extent practicable.
2. Detached garage structures shall be limited to a maximum of five double garages or ten single garages in a row.
3. Carport structures shall be limited to a maximum of ten parking spaces in length.
4. A minimum of nine feet of separation shall be provided between carport structures.

(7) Commercial and mixed-use development parking area layout and design. In addition to the standards in Subsections (2), (3), and (4) above, in commercial and mixed-use developments that are not located in the Downtown East or Downtown West zoning districts, parking shall be arranged into parking blocks defined by pedestrian paths, landscaping and/or building placement.

- a. Each parking block shall have consistent design angles for all parking within the parking block.
- b. Individual parking blocks shall be limited to not more than 80 spaces, with four rows (two bays of parking) per block.
- c. For property that has not already been platted, shared parking and cross-property parking access for similar and related uses shall be required at the time of platting the property.
- d. For property that is already platted or is not required to be replatted as part of the development or redevelopment of the property, shared parking and cross-property parking access shall be provided to the maximum extent practicable.
- e. Off-street parking shall be located to comply with the Development Design Standards.

(8) Industrial development parking area layout and design. In addition to the standards in Subsections (2) and (3) above, in industrial developments that are not located in the Downtown East or Downtown West zoning districts, parking shall be arranged into parking blocks defined by landscaping and/or building placement. Subsection (4) above shall apply to visitor and employee parking only.

- a. Each parking block shall have consistent design angles for all parking within the parking block.
- b. Parking areas shall clearly designate and distinguish visitor and employee parking from truck loading and service areas.
- c. Individual parking blocks shall be limited to not more than 120 spaces.
- d. A maximum of one bay of parking shall be permitted in front of the industrial building for visitor or employee parking, between the building and the public roadway. The remainder of the parking provided shall be located on the side or rear of the building, with adequate screening from a public roadway, open space, parks, and view of the public realm.
- e. All truck or trailer parking areas shall be located to the side or rear of the building and screened to comply with Section 13.08.090(m), *Utility, storage, and service area screening*.

(9) Snow storage.

- a. A portion of the site equal to five percent of the surface areas to be plowed after snowfall shall be provided and shown on the Site Plan as one or more snow storage areas that:
 - 1. Are located on the edge of the pavement to be plowed;
 - 2. Are located so as not to interfere with the safe movement of pedestrians and traffic, including outside of any required sight distance triangles;
 - 3. Are provided with appropriate drainage and where refreezing of any sheet drainage will not create safety issues; and
 - 4. Are not located on any required landscaping or buffering.
- b. Snow storage areas may be located on portions of the lot or parcel designated parking spaces required to meet minimum vehicle parking requirements.

(k) Drive-through and vehicle stacking.

(1) Applicability.

This Section 13.08.080(k) shall apply to all new development that includes drive-through facilities to assure that vehicle stacking and queuing areas are secondary to the function of a site and do not interfere with other pedestrian and vehicle movements.

(2) Standards

- a. All uses with drive-through facilities shall provide a traffic study identifying the number of stacking spaces required to avoid vehicle queuing and stacking onto drive aisles or roadways and interference with parking and other vehicle movements on the lot. The number of required stacking spaces shall be the number identified in the traffic study or the number indicated in Table 13.08.J, whichever is greater.

Table 13.08.J: Minimum Vehicle Stacking Space Requirements	
Use	Required Stacking Spaces
Car wash	4 spaces per bay or lane
Food and beverage uses	3 spaces per service lane
Other drive-through uses	3 spaces per service lane
Financial institutions	2 spaces per service lane

- (3) Vehicle stacking spaces must be a minimum of 11 feet wide by 20 feet long.
- (4) Drive-through lanes shall demonstrate adequate turning radius for a passenger vehicle.
- (5) In the Downtown West zoning district, no drive-through lane, service window, or vehicle stacking area shall be located between the front of the building and the front lot line.
- (6) The placement of drive-through lanes, service windows, speaker box locations and other ancillary back-of-house functions shall be located away from view of residential uses and public or private rights-of-way.
- (7) Where drive-through windows and facilities cannot be designed to avoid visibility from or adjacency to public roadways, they shall be covered with a canopy that is integrated into the design of the building and screened with a solid hardscape element, such as a decorative wall with a maximum height of four feet and landscaping with an opacity of 80 percent at one year maturity, a maximum of three feet in height, or screened by a decorative solid wall with a maximum of four feet in height.
- (8) Drive-through lanes shall not be designed to exit vehicles directly onto a public roadway.
- (9) Pedestrian walkways that cross through drive-through lanes must consist of a raised or textured crosswalk for enhanced pedestrian safety.
- (10) Where the drive-through lane is located on a Restricted Lot that is adjacent to a Protected Lot, no portion of the drive-through lane shall be located between a building on the Restricted Lot and a property boundary with the Protected Lot.
- (11) The Planning Director may allow some fueling pump areas to count toward the required vehicle queuing if the Planning Director determines that information about parking demand or site circulation provided by the applicant demonstrates that remaining stacking and queuing spaces will function to fulfill the site's traffic circulation needs.

(l) Special parking study requirement or option.**(1) Applicability.**

- a. **Special parking study requirement.** Where Table 13.08.F requires a special study to establish minimum off-street parking requirements, the purpose of a special study is to assist the Town with evaluating the impacts of parking for unusual, complex, or mixed-use developments. The required study shall be prepared at the applicant's expense, and shall comply with the standards in this Section 13.08.080(l).
- b. **Special study option.** The applicant may submit a special study to request a reduction in the number of required vehicle parking spaces that would otherwise be required due to:
1. The nature of the operations of a proposed use; or

2. The applicant's written commitment to incorporate Transportation Demand Management (TDM) measures into the design or operation of the proposed development. Example of TDM measures to which applicants may commit include but are not limited to:
 - a) Work schedules that reduce the number of employees on-site as specific times through compressed work schedules or telework opportunities;
 - b) Flexible employee arrival and departure times that reduce commuting during peak travel hours; or
 - c) Incentives to employees to use alternative modes of transportation to the development.

(2) Special study for parking standards.

- a. A special study shall be conducted by a certified transportation planner or licensed professional engineer.
- b. The special study shall include the following information:
 1. Summary of the development proposal.
 2. Summary of parking generation and parking demand, utilizing data from one of the following sources: Institute of Transportation Engineers (ITE), Urban Land Institute (ULI), International Parking Institute (IPI), or American Planning Association (APA).
 3. A parking analysis of at least two comparable uses addressing demand characteristics, peak period activity, off-peak activity, and opportunities for reductions and/or off-site shared parking.
 4. Identification of possible off-site shared parking areas, parking reductions, or mixed-uses having complementary parking demands.
 5. A summary of how the request is consistent with the Master Plan and promotes improved Site Plan or urban design.
 6. A list of at least two comparable uses in similar communities, the amounts of parking provided for those facilities, and any evidence of parking over- or under-supply on those comparable use and facilities.
 7. The Town may request additional information or analysis, including, but not limited to, alternative or new data points, or consideration of additional or alternative factors related to comparability or peak demand, as supported by sound transportation planning and engineering principles.

(3) Approval of special study for parking.

- a. A special study for parking shall be reviewed by the Planning Director concurrent with and pursuant to Section 13.03.040(p), *Site plan*.
- b. A special study for parking shall be approved or approved with conditions if the Planning Director determines that the study and any optional Transportation Demand Management commitments:
 1. Are consistent with the Master Plan; and
 2. Will promote improved Site Plan or urban design; and
 3. Sufficiently document and support the reduction of required parking for the site and for the use.

(m) Number of off-street bicycle parking spaces required.

(1) Purpose. The purpose of this Section 13.08.080(m) is to:

- a. Encourage the use of bicycles as an alternative mode of transportation; and
- b. Provide safe, convenient, and aesthetically pleasing locations to park bicycles.

(2) **Applicability.** Bicycle facilities shall be provided for any new building, any building addition or enlargement of any existing building or use greater than 3,000 square feet of Gross Floor Area, or any change in use requiring a Site Plan approval.

(3) **Bicycle parking spaces required.**

a. The minimum number of bicycle parking spaces required for the use specified in Table 13.08.K below.

Table 13.08.K: Bicycle Parking – Number of Spaces Required by Use	
Use	Minimum Bicycle Spaces
Multifamily residential	5% of required vehicle parking spaces
Elementary, junior, or middle schools	3 per classroom
Senior high school	2 per classroom
College, trade, professional, vocational	1 per 20,000 s.f. GFA
Place of worship	1 per 75 persons design capacity
Hospital	2 per 10,000 s.f. GFA, not to exceed 10
Library, museum	1 per 5,000 s.f. GFA
Eating, drinking establishment, stand alone	10% of vehicle spaces provided
Other office, retail, grocery store, services, sales, stand-alone, or mixed-use development not listed in this table.	2 per 10,000 s.f. GFA, or 10% of vehicle spaces provided, whichever is lower, but not to require more than 10 bicycle spaces per retail tenant
Indoor recreation activities	1 per 75 persons design capacity

b. In the case of a use not specifically listed in Table 13.08.K, the Planning Director or designee shall apply the bicycle standard for the most similar use, based on potential bicycle usage by patrons, employees, or residents.

(4) **Bicycle parking facility design standards.**

- a. Bicycle parking facilities shall be located near building entrances, shall be visible from the primary entrance of the land use they serve
- b. Bicycle parking facilities shall not be located in automobile parking lots or in any other area that is also designated for another use (such as a walkway, landscaped area, or drainage facility).
- c. Bicycle parking facilities shall not be located in a manner that impedes vehicle or pedestrian movement or causes damage to plant and landscape materials.
- d. Bicycle parking facilities shall be designed to allow a bicycle to be securely attached to the parking structure.
- e. The bicycle parking structure shall be made of durable metal materials permanently attached to the pavement foundation.

13.08.090 Landscaping, buffering, and screening.

(a) **Purpose.** The purpose of this Section 13.08.090 is to ensure that all developments provide landscape improvements to achieve the following goals:

- (1) To encourage creative design solutions that contribute to the unique local character of the community.
- (2) To create attractive, shaded environments.
- (3) To create continuity along streets, internal vehicular access drives and pedestrian routes.
- (4) To soften and mitigate negative visual impacts.
- (5) To preserve the healthy, mature trees existing throughout the Town.

- (6) To ensure the plant materials have a high success rate of survival in drought and low watering conditions, and encourage the use of horticultural and maintenance practices best suited to the specific location conditions.
- (7) To abate soil erosion and stabilize steep slopes.
- (8) To encourage reasonable water conservation practices and use of xeric landscaping principles.
- (9) To meet the policies set forth in the Master Plan.
- (10) To encourage landscape design, installation and maintenance that promotes compatibility with the surrounding indigenous setting.
- (11) To encourage species diversity.

(b) Applicability.

- (1) New, non-infill development shall comply fully with the standards in this Section 13.08.090.
- (2) Redevelopment, infill development, and Administrative Adjustments on sites shall comply with the standards in this Section 13.08.090 as follows.

a. Minor Improvements

Any changes to a property or use that do not add building square footage, such as architectural changes or changes to comply with the Americans with Disabilities Act, shall not be required to install additional landscaping.

b. Moderate Improvements

Square footage changes that increase the total gross floor area of a structure by less than 75 percent, or that add new parking areas, storage, or that expand the use, as determined by the Building Permit and Site Plan applications, shall include a corresponding percent increase in compliance with this Section 13.08.090, as determined by the Planning Director.

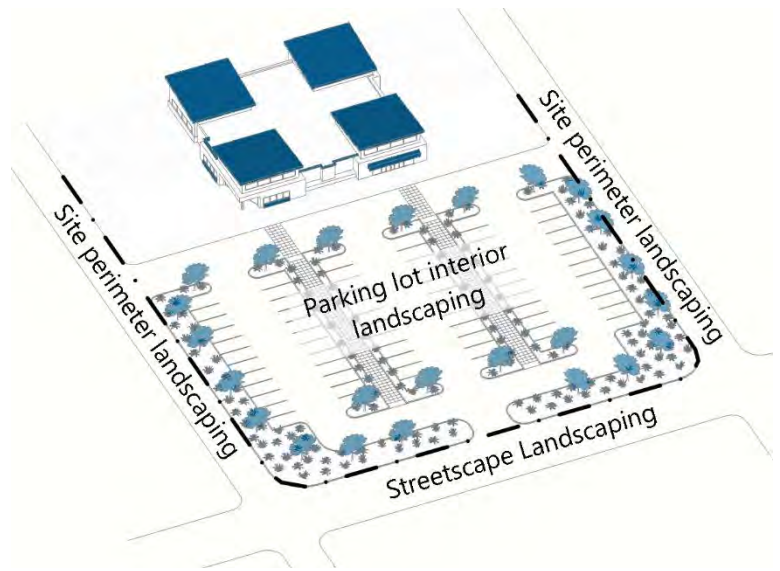
c. Large Improvements

Square footage changes that increase total gross floor area of a structure by 75 percent or greater, as determined by the Site Plan amendment and Building Permit applications, shall be required to fully comply with this Section 13.08.090.

- (3) All developments requiring Site Plan approval and/or streetscape landscaping shall submit a landscaping plan meeting all applicable requirements on the Town website, in order to enable the Town to evaluate compliance with this Section 13.08.090.
- (4) When a Restricted Lot is adjacent to a Protected Lot, the Restricted Lot shall comply with applicable provisions of Section 13.08.090(g), *Site perimeter landscaping*.
- (5) More information about when these standards are applied is available in Table 13.08.A.

(c) Amount of landscaping required.

- (1) All portions of a property that are not occupied by structures, water bodies, by streets, roads, driveways, sidewalks, parking areas, other vehicular use areas, trails, or paths are required to be landscaped according to this Section 13.08.090.
- (2) The minimum required area for total site landscaping is measured as a percentage of the lot's developed area. Total site landscaping shall be provided according to Table 13.08.L, below.
- (3) Where a calculation of a landscaping requirement results in a fractional number, the requirement shall be considered the next greatest whole number.
- (4) Streetscape landscaping required by Section 13.08.090(e) shall not be used to meet the total landscaping requirements, below.

**Table 13.08.L: Total Landscaping Requirements**

Landscape Type	Single-Family Detached/Duplex	Single-Family Attached	Multifamily	Mixed-Use	Nonresidential	Downtown (DE, DW)
Min. Site Landscaping (% of Developed Area) [1]	n/a	35%	45% [2]	25% [2]	15%	10% [2] [3]
Min. Living Material Coverage (% of Developed Area [1])	n/a	75%	75% [2]	75% [2]	75% [4]	75% [2]
Notes [1] Developed areas shall be the gross site area. Future expansions can remain in a natural state provided the minimum landscaping requirement is satisfied. [2] May include landscaping, plazas, and/or public spaces. Up to 25 percent of the area of Improved plazas and hardscape may be credited against required landscaping, and the Town may allow for reduced living material coverages within those areas. [3] Vertical mixed-use fronting Mainstreet may be reduced to a minimum of five percent landscaping. [4] A maximum of 15% of living material may be traditional turf grasses.						

- (5) During the Site Plan review process, one tree may be substituted for 10 required shrubs if the applicant can demonstrate the proposed tree:
 - a. Will not be located within an easement where trees are not permitted;
 - b. Will not conflict with existing or proposed infrastructure and/or utilities; and
 - c. Will not be located in an areas whose shape or size does not meet the minimum dimensions required for healthy survival of the tree.
 - d. All required trees shall be deciduous species, and shall be planted at least four feet from any paved surface.
 - e. Traditional turf grass shall not be planted in landscape islands.

(d) Types of landscaping required.

- (1) This Section 13.08.090(d) describes five different types of landscaping and buffering that may be required by the Town depending on the type, location, and size of development, as well as the character and scale of adjacent uses or frontages. In addition to the requirements in this Section 13.08.090(d), all property being subdivided shall comply with the requirements of Section 13.08.030(f), *Residential roadway buffers* and with all standards for improvements and amenities to required parks and trails in Section 13.08.030(g)(4), *Design criteria for parks, trails and open spaces*.
- a. Streetscape landscaping;
 - b. Parking lot interior landscaping;
 - c. Site perimeter landscaping;
 - d. Site interior landscaping; and
 - e. Residential subdivision roadway buffers.
- (2) Table 13.08.M identifies the landscaping types that may be required within each zoning district, unless varied by other provisions of this LDO applicable to specific locations or uses.

Table 13.08.M: Landscaping and Buffering Applicability							
Landscape Type	Section	Single-Family Detached/Duplex	Single-Family Attached	Multifamily	Mixed-Use[1]	Nonresidential	Downtown (DE, DW)
✓	Indicates types of landscaping required for that type of development.						
Streetscape	13.08.090(e)	✓	✓	✓	✓	✓	✓
Parking Lot Interior	13.08.090(f)	n/a	✓	✓	✓	✓	✓
Site Perimeter	13.08.090(g)	n/a	✓	✓	✓	✓	✓
Site Interior	13.08.090(h)	n/a	✓	✓	✓	✓	✓
Residential Subdivision Roadway Buffers	13.08.090(h)	For all new residential subdivisions adjacent to collector or higher classification roadway	n/a	n/a	n/a	n/a	n/a
[1] This column applies to development with a mix of residential and nonresidential principal uses, regardless of whether that mix occurs vertically (in a single building), or horizontally (in separate single-use buildings within a single development.).							

(e) Streetscape landscaping.

- (1) **Purpose.** The intent of this Section 13.08.090(e) is to create a uniform street landscape character and tree canopy, to reinforce the pedestrian environment established along streets and internal vehicle access drives, and to provide a transition between adjacent properties.
- (2) **Applicability.** Streetscape landscaping is required for all development in all zoning districts.
- (3) **General requirements.**
- a. Streetscape landscaping that complies with this Section 13.08.090(e) shall be installed in the area between each curb and a detached sidewalk, or in the case of an attached sidewalk, within eight feet from the back of the sidewalk away from the street.

- b. Streetscape landscaping is a separate requirement from other forms of site landscaping requirements and may not be used to meet any other site landscape requirements listed in Subsections 13.08.090(f), *Parking lot interior landscaping* through 13.08.090(h), *Site interior landscaping*.
- c. Access drives and sight triangle may be subtracted from the linear frontage in calculations of the amount of streetscape landscaping to determine the number of trees and shrubs required.

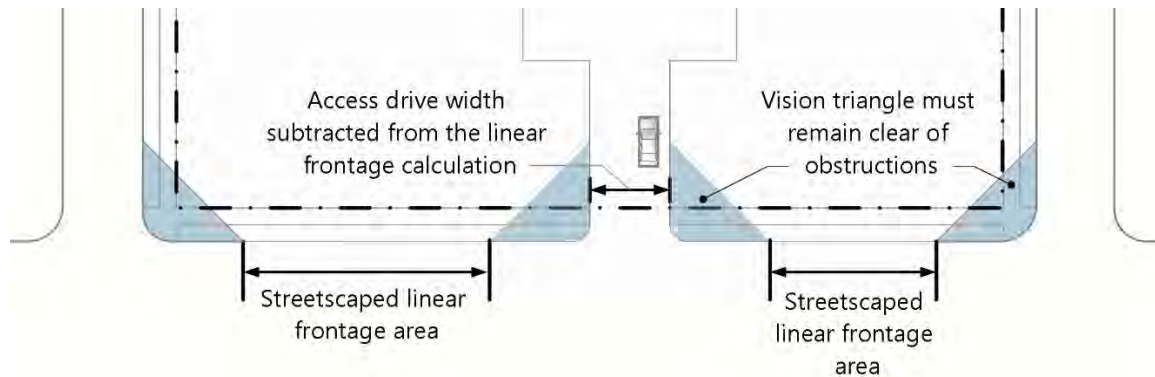


Figure 08.15 Access Drive and Sight Triangle Subtractions

- d. All property owners including residential property owners shall be responsible for maintaining, repairing, and replacing streetscape landscaping, including street trees and ground cover as further required by this Section 13.08.090(e) and this LDO.
 - e. Review and the approval of the design of required streetscape landscaping shall be coordinated between the Planning and Engineering Departments.
 - f. Streetscape landscaping on Parker Road shall be subject to CDOT review and approval.
 - g. All streetscape landscaping, including median landscaping, shall comply with Town's sight triangle requirements and other applicable requirements in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual and the Roadway Design and Construction Criteria Manual.
- (4) Specific requirements.** Streetscape landscaping shall consist of trees and turf grass or shrubs, rock, and mulch that meet the following standards.
- a. Within the DE and DW zoning districts, the number of required trees shall be a minimum of one tree per 35 linear feet of street frontage. When located along a street with tree grates, streetscape shall consist of trees only. When located along a street without tree grates, the traditional streetscape requirements including the ground cover shall be required.
 - b. Within all other zoning districts, the minimum number of required trees shall be a minimum of one tree per 40 linear feet of street frontage. Trees shall be planted in straight alignment parallel to the road and uniformly spaced unless the Town approves an alternative alignment to match the alignment of a sidewalk or the alignments used on adjacent properties.
 - c. Evergreen trees are prohibited in streetscape landscaping.
 - d. Streetscape landscaping shall have a minimum coverage of 75 percent living plant material. Alternative compliance may be considered by the Planning Director where:
 1. Utilities, drainage, or other physical constraints exist; or
 2. The streetscape design is compatible with adjacent landscaping, which may include but is not limited to closer spacing of trees or shrubs or higher coverage of living materials in the Downtown East and Downtown West zoning districts.

- e. Streetscape landscaping shall comply with the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.
- f. Within any given street block, a maximum of five, and minimum of three, shade tree species shall be selected to limit over-use of one species. Exceptions can be submitted for consideration, and will be approved/disapproved during the Site Plan review process. Select plant materials with similar characteristics such as color and form to provide uniformity within the block, concentrating species with ornamental characteristics at vistas and intersections.
- g. Spacing for all vegetation shall be at least 90 percent of the mature spread stated on the Recommended Plant List. In some instances, understory trees and shrubs shall be allowed within this 90 percent spacing to provide a higher density of planting, as long as the mature size (height, branching structure, etc.) of each of the plants will not hinder either plants growth.
- h. Where signs, lights, overhead or underground utilities, utility poles and fire hydrants would limit mature vegetation size, adjustments in species or location shall be approved to minimize excessive pruning, but the total amount of required landscaping on the site shall not be reduced based on required spacing from those features.

(f) Parking lot interior landscaping.

- (1) **Purpose.** The purpose of this Section 13.08.090(f) is to reduce the visual scale of surface parking lots, reduce the overall amount of impervious pavement to allow for greater on-site stormwater mitigation, and increase shaded areas within the parking lot.
- (2) **Applicability.** Parking lot interior landscaping is required for new parking lots created on vacant land with 11 or more spaces and for infill and redeveloped parking lots as calculated in Section 13.08.090(b)(2).
- (3) **Design.**
 - a. At least 10 percent of the total area covered by the parking lot shall be allocated to landscaped islands. The area covered by the parking lot shall include parking stalls and circulation aisles with parking stall access, but shall exclude access drives into the parking lot, loading areas and similar access features.
 - b. Parking aisle lengths shall not exceed the width of 10 adjacent parking spaces without being separated by a planting island at least nine feet in width.
 - c. Parking blocks, as required in Section 13.08.080(j), *Parking lot layout and design*, shall be separated by landscape islands.
 - d. Each landscape island shall comply with the following standards:
 - 1. Landscaped islands shall be at least the size of one full-sized parking space (162 square feet) and have no dimension less than nine feet. The Planning Director may approve portions of a landscape island that are less than nine feet in dimension where the site can not comply due to site shape, topography, access points, or related internal safety and circulation constraints.

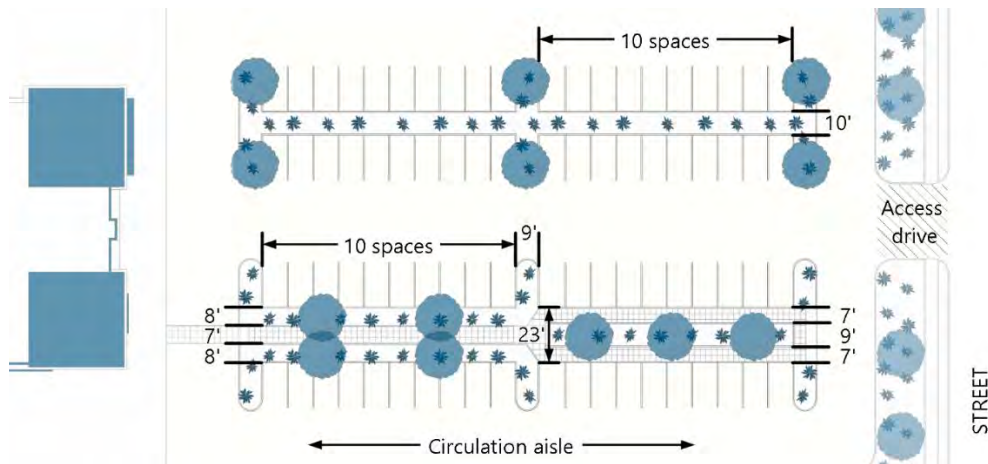


Figure 16 Figure 08.17 Landscaped Island Requirements



Figure 08.18 Landscaped Island Example

2. Where pedestrian walkways that meet the minimum width requirements of Section 13.08.080(j)(4) are incorporated into landscape islands, the minimum width of the landscape island does not need to be increased to replace vegetated areas occupied by the walkway, and walkway areas shall count towards the minimum vegetation that would otherwise be required in that landscape island.
3. Parking lots shall be designed so as not to drain into or across public sidewalks or adjacent property, or directly into natural watercourses.
4. Landscaped islands shall be designed to provide biofiltration of stormwater by incorporating the following features to the maximum extent practicable:
 - a) Raised curbs or wheel stops shall indicate the outer dimensions of landscape islands to minimize vehicle overhang of the island, and shall include gaps 18 to 24 inches wide at frequent intervals to allow storm water infiltration.
 - b) The surface of landscape islands and divider strips shall be concave to help channel and treat surface water runoff.
 - c) Rain gardens, bio-swales, drainage easements, and drainage inlets are permitted within parking lot islands.
5. Where appropriate and approved by the Director of Engineering/Public Works, the use of porous pavement and/or specially designed brick or block should be considered to increase on-site water

retention for plant material, replenishment of groundwater supplies and to reduce problems associated with runoff.

- e. Each landscape island shall install one tree and five shrubs shall be planted for each increment of 162 square feet. For each additional 15 square feet, an additional shrub shall be planted. Light poles shall be located to avoid conflicts with the required tree locations.

(g) Site perimeter landscaping.

(1) Purpose. The primary purpose of this Section 13.08.090(g) is to:

- a. Establish minimum requirements for plantings around the perimeter of a lot or parcel to create a landscaped edge; and
- b. Mitigate impacts between different zoning districts or uses with landscaping.

(2) Applicability.

- a. These standards apply to all development, excluding single-family detached and duplex dwellings, in all zoning districts unless an exception is provided in another Section of this LDO.
- b. These standards apply to all sides or perimeters except any portion of the perimeter that shares a driveway, drive aisle or parking lot as shown on an approved Site Plan(s).

(3) Required landscaping.

- a. This Section 13.08.090(g) defines three different types of perimeter landscaping that are intended to accomplish the following:
 - 1. **P1 Minor.** P1 perimeter landscaping is intended to create a partial visual separation between uses or districts. This is the least intensive form of site perimeter landscaping.
 - 2. **P2 Moderate.** P2 perimeter landscaping is intended to create a semi-opaque visual separation between uses or districts.
 - 3. **P3 Intense.** P3 perimeter landscaping is intended to provide both space and a partial visual separation between uses or districts. This represents the most intensive form of required site perimeter landscaping and is intended for use where a new development is located adjacent to a district or use that is significantly different in intensity, such as a residential district next to an industrial district.
- b. Site perimeters shall be landscaped to comply with the standards shown in Table 13.08.N, below. The dimensions and planting requirements for each type of site perimeter landscaping are shown in Table 13.08.O: *Standard Site Perimeter Landscaping Types*.

Table 13.08.N: Site Perimeter Landscaping Requirements

For all development in the Downtown East and Downtown West districts, see 13.08.090(g)(6).

Proposed Use	Adjacent Use			
	Single-Family Attached, Detached or Duplex Dwelling & Parks and Open Space	Multifamily	Institutional, Commercial, and Mixed-Use	Industrial
Single-Family Attached, Detached or Duplex Dwelling & Parks and Open Space	None required	P2	P3	P3

Table 13.08.N: Site Perimeter Landscaping Requirements

For all development in the Downtown East and Downtown West districts, see 13.08.090(g)(6).

Proposed Use	Adjacent Use			
	Single-Family Attached, Detached or Duplex Dwelling & Parks and Open Space	Multifamily	Institutional, Commercial, and Mixed-Use	Industrial
Multifamily	P2	P1	P2	P3
Institutional, Commercial, and Mixed-Use	P3	P2	P1	P2
Industrial	P3	P3	P2	P1

(4) Site perimeter landscaping standards.

- a. Required site perimeter landscaping shall comply with the buffer widths and planting requirements in Table 13.08.O.

Table 13.08.O: Standard Site Perimeter Landscaping Types

Requirement	P1 Minor	P2 Moderate	P3 Intense
Planting Area Width (min. avg., ft) [1][2]	6	10	25
Minimum Trees	1 per 30 linear feet of perimeter	1 per 25 linear feet of perimeter	1 per 20 linear feet of perimeter
Minimum Evergreen Trees	No requirement	25% of trees	50% of trees
Minimum Shrubs	5 per 30 linear feet	5 per 25 linear feet	5 per 20 linear feet
Turf Grass	Not permitted	Not Permitted	Permitted
Solid Fence	Not required	Not required	Required
Open Fence	Not required	Not Required	Not required

Notes:

[1] The planting area width is measured from the property line along the boundary between the subject and adjacent properties.

[2] Each property subject to this Subsection (5) shall provide a buffer width of at least 6 feet. If the subject lot abuts a lot that has already been developed, and that lot already includes a perimeter buffer, then the subject lot only needs to install a buffer more than 6 feet in width to the extent that additional width is necessary to meet the minimum width required by this table. For example, a lot required to install P3 landscaping (25 feet wide) that abuts a lot that already contains a landscape buffer 8 feet in width will be required to install a P3 buffer 17 feet in width (11 feet more than the minimum 6 foot with), so that the combined total buffer width on both sides of the property line is 25 feet required of a P3 buffer.

- b. Easements held by a HOA for infrastructure, such as stormwater management systems, that are not irrigated shall be irrigated to the maximum extent practicable. If the Planning Director determines that irrigation is not practicable, the easement may be landscaped with non-living materials including, but not limited to boulders, rocks, stone, mulch, or decorative pavement. Solid or open fencing may be used on easements not located between residential lots and public or private streets, but only open decorative fencing may be located on easements located between residential lots and public or private streets.
- c. Site perimeter landscaping may be located within required setbacks.
- d. Access driveways shall not be subtracted from the linear frontage in calculations of the amount of landscaping required. Required landscaping shall be condensed into the remaining site perimeter landscaping area.

(5) Parking lots adjacent to right-of-way.

- a. Parking lots adjacent to a public or private right-of-way shall install P2 perimeter landscaping.
- b. When hardscape elements, such as decorative landscape walls or other architectural elements, are proposed as a buffering technique, the landscaped area width may be reduced to no less than six feet if the Planning Director determines that the proposed hardscape elements will provide equal or better visual screening of the parking lot. Screening walls, architectural elements, materials, colors, and designs shall conform to or complement the predominant materials, colors, and elements of the primary building on the site. Chain link and wood fences shall not be used to meet this requirement.

(6) Downtown east and downtown west districts. Regardless of the use, development in the Downtown East and Downtown West zoning districts shall install P1 perimeter landscaping, except when a building is adjacent to the public right-of-way in which case streetscape landscaping shall be installed in accordance with Section 13.08.090(e).**(h) Site interior landscaping.****(1) Purpose.** The purpose of this Section 13.08.090(h) is to:

- a. Use landscaping to provide for beautification and improve the visual appearance of the site;
- b. Soften and mitigate negative visual impacts; and
- c. Ensure that each development site in the Town installs any additional landscaping when the provision of other required landscaping does not add up to the overall landscaping requirement as set forth in Section 13.08.090(c), *Amount of landscaping required*.

(2) Applicability.

- a. Site interior landscaping is required for all development types except single-family detached dwellings and duplex dwellings.
- b. Site interior landscaping is required for all lots or parcels where compliance with the requirements of Sections 13.08.090(f), *Parking lot interior landscaping* and 13.08.090(g), *Site perimeter landscaping*, do not collectively meet the minimum site landscaping required by Section 13.08.090(c), *Amount of landscaping required*.

(3) General requirements.

- a. Site interior landscaping shall be located to achieve one or more of the following objectives, to the maximum extent practicable.
 - 1. Break up the visual massing of large wall areas and large buildings;
 - 2. Break up any remaining hardscape areas remaining after compliance with Section 13.08.090(f), *Parking lot interior landscaping*;
 - 3. Accent special building features such as main pedestrian entries and building corners; and/or
 - 4. Accent project site entryways.
- b. Improved plazas and hardscape may be credited toward the required site interior landscaping if they include improvements such as colored and stamped concrete, decorative fencing, planting beds, and trees in tree gates.

(i) Residential subdivision roadway buffer landscaping.**(1) Applicability.**

- a. Residential subdivision roadway buffer landscaping is required for all portions of residential subdivisions where areas planned or platted for single-family detached dwellings or duplex dwellings area adjacent to highway, arterial, and collector roadways. For additional information on residential buffer standards, see Section 13.08.030(f), *Residential roadway buffers*.

- b. Where residential subdivision roadway buffer landscaping is required, it shall be located between any streetscape landscaping and the lot, as illustrated in Figure 08.9.
- c. Streetscape landscaping required by Section 13.08.090(e) may not be used to meet residential subdivision roadway buffer landscaping requirements.
- d. Where an attached sidewalk is required by the Town's applicable design standards and where the streetscape landscape is not separated from the residential subdivision roadway buffer by a sidewalk, the Planning Director may allow an applicant to reduce the buffer width of the residential subdivision roadway buffer, provided that all required street trees for both streetscape landscaping and residential subdivision roadway buffers are planted in the reduced width buffer area.

(2) Landscape design and materials.

- a. To conserve water, a dense linear landscape layout without extensive use of traditional turf grasses shall be used.

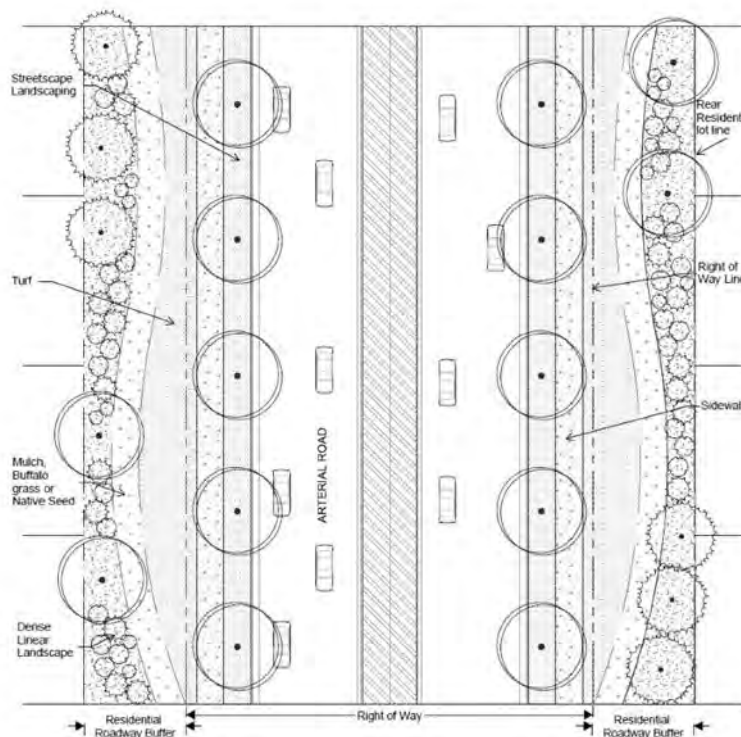


Figure 08.19 Linear Landscape Layout Example

- b. At a minimum, the residential subdivision roadway buffer shall include one tree and five shrubs for every 30 linear feet of required buffer length. All minimum plant material standards required by Section 13.08.090(j)(3), *Plant material specifications*, apply with the following exception: 60 percent of required shrubs must have a minimum mature height and spread of 48 inches within three years after installation.
- c. If the residential subdivision roadway buffer widths are less than the minimum required by Table 13.08.B because of buffer reallocation permitted by Section 13.08.030(f)(3), then enhanced landscaping in those areas is required as follows:
 - 1. Minimum buffer widths that fall below the minimum width by less than 5 feet shall provide for one tree and seven shrubs for every 30 linear feet of the residential roadway buffer length that falls below the minimum; and

2. Minimum buffer widths that fall below the minimum width by more than five feet shall provide for one tree and 10 shrubs for every 30 linear feet of the residential roadway buffer length that falls below the minimum.
- d. A minimum of 50 percent of required trees must be evergreen species to provide year-round screening and color. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. No trees or groups of trees may be farther apart than 35 feet.
- e. Native seed mixtures may be used in residential roadway buffers but may not be used directly adjacent to public sidewalks or within 200 feet of corners, intersections, and subdivision entrances. Installation/application shall be by seed drilling only.

(j) Landscaping and buffering materials.

(1) Applicability. All required landscaping shall comply with the Xeriscape standards and plant material specifications set forth in this Section 13.08.090(j).

(2) Xeriscape standards.

- a. **Principles.** Xeriscape is a method of landscaping that promotes water conservation and is a combination of seven basic landscaping principles, as identified below. The following principles shall apply to all required landscaped areas:
 1. Design required landscaping to address the physical site characteristics of the property, the needs of those using the property and the best water-conserving methods.
 2. Limit turf to useful spaces and determine which grasses will best serve your needs. If an area is intended for appearance only, rather than for active recreational enjoyment, other drought tolerant ground cover plants may be more appropriate and may be irrigated more efficiently.
 3. Select trees, shrubs and ground covers based on their adaptability to the Town's climate and soils and the Town's recommended plant list.
- b. **Standards.**
 1. Soil amendments such as high quality compost or other organic amendments shall be added during soil preparation to increase plant health and conserve water.
 2. Plants of similar water needs shall be grouped together to minimize water waste.
 3. Mulch shall be used as needed to reduce evaporation, discourage weed growth, keep the soil cool and reduce erosion.
 4. Due to excessive watering requirements, seed mixtures or sod containing large percentages of traditional turf grasses are to be limited in use. Traditional turf grasses are defined as Bluegrass (*Poa pratensis*) and turf type tall fescue (*Festuca arundinacea*) and cultivars of those two types.
 - a) Traditional turf grasses shall only make up 15 percent of any required on-site landscaping for commercial and industrial uses. Where commercial uses include residential or recreational components, such as, but not limited to, assisted living, schools and daycares, the Planning Director may approve a greater amount of traditional turf grass area. The applicant must demonstrate that the additional traditional turf grass areas are being used in high-traffic areas, such as, but not limited to, athletic fields, children's play areas, parks, and courtyards.
 - b) Traditional turf grasses are prohibited for use on any interior parking lot landscaping.
 - c) Low water turf grass is preferred.
 5. Instead of traditional turf grass, installed turf grass shall be warm season turf grass such as Blue Grama (*Bouteloua gracilis*) or Gram/Buffalo Mix, unless otherwise allowed by this Section 13.08.090(j). Other irrigated native seed and seed blends that satisfy the requirements of this Section 13.08.090(j)(2)b shall be limited to less visible areas including side yards, rear yards,

transition areas, and undeveloped portions of a lot that exceed 25 percent of the gross area of the lot.

(3) Plant material specifications.

a. Amount required.

1. At maturity, a minimum of 75 percent of each area required to be landscaped pursuant to Sections 13.08.090(c) shall have a variety of ground cover of living plant material, including, but not limited to, trees, shrubs, ground cover, turf or seed and other perennial ground covering plant materials. Street trees shall not be included in the calculation.
2. The remaining 25 percent of each area required to be landscaped shall be covered with a variety of non-living landscape materials to create visual interest, such as bark, wood mulch, one and one-half-inch diameter or larger rock, decorative boulders, other materials (not including exposed gravel) approved during the Site Plan process, or a combination of the above.
3. In all landscaped areas, except within public rights-of-way and residential roadway buffers, one tree and five shrubs shall be planted for each 1,500 square feet of lot area not covered by a building or required parking.
 - a) 10 shrubs may be substituted for one tree when approved during the Site Plan process if the Planning Director determines that the tree requirement cannot be reasonably accomplished due to site factors.
 - b) Where utility lines prevent the installation of a tree, a shrub with a height at maturity of at least eight feet may be substituted.
 - c) One ornamental grass in a five-gallon container or three ornamental grasses in one-gallon containers may be substituted for one shrub.
 - d) A mix of deciduous and evergreen trees is required to provide color and screening in winter months. A minimum of 25 percent and a maximum of 50 percent shall be evergreen trees.
 - e) The landscaping materials required by these provisions shall include a variety and be distributed throughout the areas to be landscaped in such a manner as to avoid locating too many plants in one location, large areas of non-living material, or obstructing views (except where screening is desired).

b. Living landscape materials.

1. Living plant materials shall be selected from the Town's recommended plant list in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.
2. Species not included in the recommended plant list may be submitted for consideration by the Town as long as the suggested species is not on the prohibited plant list in the appendix of the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.
3. All plants shall meet or exceed the plant quality and species standards of the American Standard for Nursery Stock ANSI.
4. Selected plant materials shall be healthy and shall be nursery-grown and adapted to the Parker area.
5. All plant materials shall comply with the following standards:
 - a) Deciduous shade trees shall be at least two and one-half (1½) inch caliper, measured six inches above the ground.
 - b) Ornamental and flowering trees shall be at least two inch caliper measured six inches above the ground.
 - c) Evergreens shall be a minimum of six feet tall, measured to mid-point of most recent year's growth.

d) Shrubs shall be a five-gallon container or larger.

6. Landscaping shall be provided in a sufficient variety of species to ensure the continued appeal of a project in those instances where a particular species is killed through insect or disease activity.
7. Landscaping shall include well-adapted, drought-tolerant vegetation, which generally requires less water and landscape maintenance.

c. Non-living landscape material standards.

1. Artificial landscape materials, including, for example, plastic trees, shrubs, and synthetic turf, are prohibited within landscaped areas. Exceptions to this prohibition include the following, as approved by the Town:
 - a) Athletic or recreation facilities at public or private schools and Town-owned property or parks; and
 - b) Private outdoor recreational facilities.
 - c) Synthetic turf and similar materials may be considered for specific purposes for land uses such as pet relief areas for veterinary clinics, kennels, or dog parks.
2. Non-living landscape areas shall not count towards the minimum landscape requirements.
3. Non-living landscape materials for ground cover shall provide a variety of materials to ensure visual interest and shall consist of a combination of two or more of the following: bark, wood chips, wood mulch, rocks, boulders, or other materials approved during the Site Plan process.
4. Wood mulch shall consist of natural cedar fiber mulch and shall be applied a minimum of four inches in depth, installed over a base of geotextile fabric.
 - a) No geotextile fabric shall be used in areas of perennial flower and ground cover plantings.
 - b) Natural cedar fiber mulch shall be installed over areas of perennial flower to a minimum depth of two inches.
5. Rock shall be one and one-half to six inches in size and a minimum depth of three inches installed over a base of geotextile fabric. No more than 50 percent of any rock may be smaller than four inches.

(4) Planting standards.

- a. Landscaping shall comply with the planting standards in the Parks, Trails, Open Space, and Streetscape Design and Construction Manual.
- b. Plant materials shall be spaced to allow adequate room for the plant at maturity.
- c. Landscaping shall be arranged to ensure that landscaping material at maturity will not interfere with or damage property on adjacent properties and rights-of-way.
- d. Landscaping shall be protected from damage from motor vehicles by the placement of wheel stops, curbs, or other acceptable means, approved by the Town.
- e. All trees shall be spaced to avoid interference with light poles, signs, and other structures as described in the Roadway Design and Construction Criteria Manual. However, the minimum number of trees required on a lot or parcel shall not be reduced due to the location of light poles in parking lot islands or parking lot perimeter landscaping areas.
- f. Where signs, lights, overhead or underground utilities, utility poles and fire hydrants would limit mature vegetation size, adjustments in species or location should be considered to minimize excessive pruning.
- g. Except as stated in Subsection h below, spacing for all vegetation shall be no less than 90 percent of the mature spread stated on the Recommended Plant List. In some instances, understory trees and shrubs shall be allowed within this 90 percent spacing to provide a higher density of planting, as long as the mature size (height, branching structure, etc.) of each of the plants will not hinder either plants growth.

- h. Spacing of streetscape landscaping shall comply with the Streetscape Design and Construction Manual.

(5) Landscape design.

- a. For all development in all zoning districts, sight distance triangles adjacent to drive lanes shall be maintained and are to be designed based upon projected traffic level and speeds.
- b. The following standards apply to all development except single-family detached dwellings and duplexes.
 - 1. Tree grates in the streetscape shall be limited to the Downtown East and Downtown West zoning districts and shall be a minimum of five feet by eight feet.
 - 2. Lawn areas shall be included in the landscape design only where active recreation and usage will occur.
 - 3. Along primary building facades, landscaping within 10 feet of the building foundation shall be clustered around pedestrian entryways to the maximum extent practicable. Landscaping around parking structures shall be used to enhance the appearance of the ground floor.
 - 4. Buildings located at intersections shall provide enhanced landscaping at the corner. Enhanced landscaping and design shall be reviewed and approved during the Site Plan process by the Planning Director and may include but is not limited to a combination of the following: additional plant quantity and varieties, pedestrian accommodations, raised beds, landscape walls or similar hardscape elements, or any improvement that goes beyond the minimum requirements of this Section 13.08.090(j), *Landscaping and buffering materials*.
- c. Landscaping shall include a mixture of shrubs, groundcover, turf, and native grass shall be used in undulating forms to break up the long straight line appearance of utility easements where trees are not allowed to be planted, to the maximum extent practicable.

(6) Irrigation requirements.

- a. All landscaped areas shall have a properly designed automatic irrigation system providing full coverage to all turf and plant material areas from rotary/gear-drive sprinklers, pop-up and surface spray sprinklers, bubblers, drip or trickle irrigation, as appropriate for the area to be landscaped.
- b. All landscaped areas shall be irrigated pursuant to the irrigation system design and material standards set forth in the Parks, Trials, Open Space, and Streetscape Design and Construction Manual.

(k) Flexibility for increased landscape quality. Although all development must comply with all applicable landscaping, buffering, and screening standards in Sections 13.08.090(a) through 13.08.090(j), this Section 13.08.090(k) allows property owners to offer creative alternatives to required landscaping that improve the quality and aesthetics of the landscaping treatments. Three types of alternatives are available, and all may be approved administratively.

- (1) Increased living material size.** An applicant may offer to install larger (in diameter) canopy tree species than the minimum sizes required by Section 13.08.090(j)(3)b, *Living landscape materials*, in return for a reduction in the number of trees that need to be installed. This option may be used for any required landscaping except for Streetscape Landscaping required by Section 13.08.090(e); the requirements of that Section may not be varied through this process.
 - a. **Deciduous trees.** For each new deciduous canopy tree installed with a diameter at chest height of four inches or greater, the number of shrubs required to be installed in the same planting area may be reduced by 10 percent, up to a maximum of 30 percent reduction. Shrubs approved as tree replacements by Section 13.08.090(j)(3)a.3.a) may not be reduced.
 - b. **Evergreen trees.** For each new evergreen tree installed with a height of eight feet or greater, the number of shrubs required to be installed in the same planting area may be reduced by 10 percent, up

to a maximum of 30 percent reduction. Shrubs approved as tree replacements by Section 13.08.090(j)(3)a.3.a) may not be reduced.

- c. **Ornamental trees.** For each new tree deciduous canopy tree installed with a diameter at chest height of three inches or greater, the number of shrubs required to be installed in the same planting area may be reduced by 10 percent, up to a maximum of 30 percent. Shrubs approved as tree replacements by Section 13.08.090(j)(3)a.3.a) may not be reduced.

(2) Increased living material coverage.

- a. An applicant may offer to vegetate a required planting area with 100 percent living materials (except for a one-foot wide buffer of wood mulch around the base of each tree) in return for a reduction in the number of shrubs required to be installed in that planting area.
- b. For each planting area with 100 percent living materials, the number of shrubs required in that planting area may be reduced by 20 percent. Shrubs approved as tree replacements by Section 13.08.090(j)(3)a.3.a) may not be reduced.

(3) Creative hardscape and public art.

- a. An applicant may offer to install vertical hardscape elements in a required landscape area to provide material variety and visual interest when viewed from public rights-of-way, in return for a reduction in required planting materials.
- b. The offered hardscape elements shall include at least one of the following with a height above grade of at least 30 inches:
 1. A brick or masonry wall of a material acceptable to the Town, but not including smooth, flat faced, ground, or split faced cementitious masonry units (CMU);
 2. A decorative fence or panels with a minimum transparency of 25 percent, constructed of wrought iron or architectural grade facing metal, but not including chain link or industrial metal products;
 3. A fountain extending at least 42 inches above grade or fountain wall of similar height;
 4. A covered structure with a sitting area, such as a gazebo or trellis, accessible from public sidewalks or walkways in compliance with the Americans with Disabilities Act; or
 5. A freestanding art installation as appropriate for general audiences, installed in a location where it is easily visible from at least one street frontage for at least 75 percent of the length of that street frontage.
- c. For each hardscape or art element meeting the standards in Subsection b. above, the number of trees and shrubs required to be installed in the same landscape area may be reduced by 25 percent. The landscaped area containing the hardscape or art element may be counted toward the total landscape requirement.

(4) Alternative / administrative compliance. The Planning Director may approve an optional approach to required landscaping listed in Subsections (1), (2), and (3) above if the Planning Director determines that the offered alternative will:

- a. Increase the visual aesthetics and appeal of the property, when viewed from public or private streets; and
- b. Increase the variety and interest of landscaping when viewed from the adjacent public streets or rights-of-way realm.
- c. Produce equal or better buffering of sound, noise, glare, and dust for adjacent properties and rights-of-way, when compared to the landscaping otherwise required to be installed by Sections 13.08.090(a) through 13.08.090(j).

(l) Tree and shrub conservation and replacement.

(1) Purpose. The purpose of this Section 13.08.090(l) is to facilitate the preservation of existing trees and shrubs and the replenishment of tree and shrub stock to the maximum extent practicable. These actions are intended to contribute to the public health, safety, and welfare by decreasing flooding, soil erosion, air pollution and noise, improving aesthetics and preserving property values. Tree and shrub preservation and replenishment will contribute to establishing and reinforcing a positive identity for the Town.

(2) Applicability and exemptions.

- a. Applicability.** This Section 13.08.090(l) shall apply to all property located in the Town, except as otherwise provided by Subsection b below.
- b. Exemptions.** The following development types and activities are exempt from this Section 13.08.090(j):
 1. Activities conducted on single-family detached dwelling and duplex dwelling lots.
 2. Maintenance of trees and shrubs, such as pruning, home gardening and landscape maintenance
 3. Commercial arboricultural or horticultural activities, including but not limited managing/harvesting tree crops and nurseries.
 4. Removal or maintenance of trees and shrubs damaged by adverse weather conditions.
 5. The thinning of trees or shrubs for the purpose of fire mitigation along the Wildland Urban Interface and preserving or enhancing the health of the remaining stand of trees or shrubs, consistent with good forest management practices, such as those published by the Colorado State Forest Service and by the Rocky Mountain Chapter of International Society of Arboriculture.
 6. All trees that must be removed because of death, disease, hazardous condition, or emergency work to protect life, limb, or property. An arborist or horticulturist must verify trees are diseased before their removal.
 7. All trees and shrubs that are listed under the Colorado Noxious Weed Act as a noxious weed species.

(3) General conservation standards.

- a.** No person shall remove, damage, or destroy any Significant Tree or Significant Vegetation unless otherwise allowed by this Section 13.08.090(l).
- b.** To the maximum extent practicable, existing trees on a development site or in a right-of-way shall be saved during the development of any property, unless it can be demonstrated that there is no reasonable configuration that allows the permitted structure without tree removal. Removal of trees shall be limited to the smallest number of trees practicable to allow the construction of a permitted structure on the site.
- c.** Shrubs marked for protection that are located in or around a drainageway or drainage facility may be trimmed back or thinned as part of stormwater maintenance or management activities. The root mass of all such shrubs requiring maintenance shall be preserved in good health.

(4) Tree conservation plan required.

- a.** If no reasonable alternatives to removal are available, no tree may be removed before a tree conservation plan to minimize environmental and visual impacts from the removal is approved by the Planning Director.
- b.** Tree conservation plans shall include all information and materials and shall comply with all standards required by instructions in the LDO Administrative Manual, and shall be reviewed by the Planning Director concurrent with and pursuant to Section 13.03.040(p), *Site plan*.

(5) Landscaping credit for preserved and relocated trees.

- a. Existing trees preserved during development may be credited towards required landscaping based on the size, location, condition, and species of the preserved tree as follows:
 - 1. Conservation of each one inch diameter of an existing, healthy, non-invasive species tree (measured at four and one-half feet above the ground level) during initial development of a site will earn a credit of two inches of diameter against requirements to install new trees on the site.
 - 2. Conservation of each one inch diameter of an existing, healthy, non-invasive species tree (measured at four and one-half feet above the ground level) during redevelopment of a previously developed site will earn a credit of three inches of diameter against requirements to install new trees on the site.
- b. For each one-inch diameter of a tree relocated on or off the development site, the applicant will earn a credit of one-half inch of diameter against requirements to install new trees on the site.
- c. Tree preservation credits may not be used to reduce or satisfy the Streetscape Landscaping requirements of Section 13.08.090(e).
- d. The Planning Director may determine the locations where trees otherwise required to be installed by this Section 13.08.090, will not be required to be installed due to credits awarded under Subsection a. above.

(6) Tree protection during development.

- a. Before the start of construction, all trees and shrubs on the site shall be clearly identified in the field as either "preserve," "relocate" or "remove" by the property owner. Trees and shrubs to be saved may be identified in groups.
- b. Town staff shall verify the identification of trees and shrubs according to the approved tree conservation plan. The Town shall complete its field identifications prior to issuance of Grading Permit.
- c. During development or razing activity, the landowner shall install effective protection around all tree preservation areas and shall install mechanisms such as tree wells (dependent upon species), retaining walls or other structures necessary to protect individual trees and shrubs designated for preservation. The protective measures shall be specified in the tree conservation plan and shall be designed and installed in a manner consistent with good horticultural practices.
- d. The Town shall field verify all locations, sizes and quantities of replacement or relocated trees and shrubs.
- e. Any relocated tree or shrub that dies (more than 50 percent deceased) within one year of final inspection shall be replaced within one year or the next growing season with the same approved size and species of the tree or shrub that died or the site or landscaping plan shall be amended to include additional trees equal to 50 percent of the value of the dead tree or shrub or pay fee in lieu, at the discretion of the Town.
- f. Tree replacement may be satisfied by a fee in lieu of the value of the required replacement plant, paid to the Town, or by planting trees and shrubs of appropriate value if existing trees or shrubs cannot be preserved or relocated as described in this Section 13.08.090(l).
- g. The Town may require financial security to ensure compliance with this Section 13.08.090(l)(6) pursuant to Section 13.03.050, *Public and private improvements and related financial assurances*.

(7) Alternative compliance. The Planning Director, with a recommendation from the Parks and Recreation Department, may waive all or a portion of the provisions of this Section 13.08.090(l), if the Planning Director determines that:

- a. The preservation of the tree would prevent substantially all potential development or redevelopment of the site for purposes consistent with the adopted Master Plan; and

- b. The applicant's landscaping plan includes additional landscaping (beyond that required by Sections 13.08.090(c) and 13.08.090(e) through 13.08.090(i)) in an amount, and in locations, sufficient to mitigate substantially adverse environmental, visual, and screening impacts created by the removal of the tree or shrub.

(m) Utility, storage, and service area screening.

- (1) **Purpose.** The purpose of this Section 13.08.090(m) is to require screening of utility areas, permitted outdoor storage areas, and service areas to improve the visual appearance of properties in the Town when viewed from adjacent development and rights-of-way.

- (2) **Applicability and exceptions.**

- a. **Applicability.**

- 1. All development shall provide screening of above ground utility areas, permitted outdoor storage areas, and service areas on each lot, unless exempted or limited by this Section 13.08.090(m).
- 2. The screening requirements apply to electrical and gas powered mechanical equipment, ductwork and major plumbing lines used to heat, cool, or ventilate, and power systems for the building and site on which the building is located.

- b. **Exceptions.** The screening requirements of this Section 13.08.090(m) do not apply to:

- 1. Roof and wall mounted antennas regulated by the screening requirements in Section 13.05.040, *Wireless communication facilities*.
- 2. Painted vent openings on nonresidential and multifamily buildings that do not project more than four inches from the wall or twelve inches on a pitched roof.
- 3. Solar arrays or solar energy collection systems to the extent the required screening would interfere with the collection of energy by such equipment.
- 4. Window air conditioner units in residential dwellings.
- 5. Single-family detached dwellings, duplex dwellings, and single-family attached dwellings, which are instead required to comply with Section 13.08.120, *Utilities*.

- (3) **Multifamily and nonresidential development.**

- a. **Screening.** All multifamily residential mixed-use, and nonresidential development shall provide an enclosure or screening for all trash bins, recycle bins, storage yards, service areas, loading docks, and above ground utilities and equipment areas on the property.

- b. **Mechanical equipment.**

- 1. **Roof-mounted mechanical equipment.** Roof-mounted mechanical equipment that is visible from five feet above grade at any point on the lot boundary shall be screened by a parapet wall or similar feature that is an integral part of the building's architectural design. The parapet wall or similar feature shall be of a height equal to or greater than the height of the mechanical equipment being screened.
- 2. **Wall-mounted mechanical equipment.** Where roof-mounted mechanical equipment is not feasible, mechanical equipment may be mounted on the wall and shall be located on the side or rear façade of a building and shall be:
 - a) Painted to match the predominant colors used on of the exterior wall of the building, unless not permitted by the manufacturer; and
 - b) Screened from view by structural or landscape features that are compatible with the architecture of the building to the maximum extent practicable.
- 3. **Ground-mounted mechanical equipment.** Ground-mounted mechanical equipment shall be located on the side or rear yard and screened from view by landscaping, a fence, or a decorative

wall that is integrated into the architecture of the structure to the maximum extent practicable. The fence or wall shall be of a height equal to or greater than the height of the mechanical equipment being screened.

c. Service, storage, and loading areas.

1. Applicability and exceptions.

- a) Applicability.** All service, loading, and storage areas shall be screened pursuant to this Section 13.08.090(m).
- b) Exception.** Screening is not required for temporary structures unless otherwise required by Section 13.05.060(b), *Temporary structures*.

2. Location.

- a)** All service, storage, and loading areas shall be placed at the rear, on the side of, or inside buildings.
- b)** No service, storage, or loading area shall be visible from a public or private right-of-way, or visible from adjacent residential areas.
- c)** Properties with roadways on two or more sides in which the shape, size, or access require that the service, storage, and loading areas be located adjacent to a right-of-way may be permitted subject to additional screening requirements as determined by the Planning Director.
- d)** Service, storage, and loading areas shall be located so they do not interfere with the normal activities of building occupants or visitors on driveways, walkways, in parking areas, or at entries.
- e)** Property in the LF, LI, or PD zoning districts that allows for industrial uses, shall screen all outdoor storage areas that are adjacent to or within public view of property in any other zoning district.

3. Screening standards.

- a)** Storage areas shall be fully screened and enclosed by:
 - 1)** A solid wall or solid fence a minimum of six feet tall or the height of the material being stored, whichever is taller, not to exceed eight feet for commercial development, and 12 feet for industrial development; or
 - 2)** A landscape area that is a minimum of six feet wide on the outside of the wall.
- b)** Any fencing used as screening shall meet the standards in Section 13.08.090(n), *Fences and walls*.
- c)** Screening for loading docks shall be long enough to screen the maximum size truck or trailer that can be accommodated on site. Sites that can accommodate a full size tractor-trailer shall provide a wing wall at least 48 feet in length.

d. Shopping cart storage.

- 1.** All shopping carts shall be stored either inside the building they serve or adjacent to the building in an area that is identified on the Site Plan and shall be screened using materials that are similar in appearance to materials used in the architecture of the primary structure.
- 2.** Shopping cart corrals shall be made of a material suitable for withstanding weathering and rusting.
- 3.** Shopping cart corrals shall not be located in required off-street parking spaces.

e. Dumpsters and garbage storage.

- 1.** Garbage storage areas shall be visually screened on all sides using durable materials that are similar in appearance to materials used in the architecture of the primary structure.

2. Screening is not required on a side adjacent to a service drive aisle used for garbage pick-up service.
- f. **Drive-through facilities.** Drive-through facilities shall comply with the screening requirements set forth in Section 13.08.080(k)(7), *Drive-through and vehicle stacking*.

(4) General design of required screening.

a. Design standards.

1. Required screening shall not be less than six feet in height.
2. A required screening wall or fence may not have more than 10 square inches of openings in any given square foot of surface.
3. Plant materials used for required screening shall obtain a solid appearance and provide a visual barrier of the required height within three years of their initial planting.
4. In an Open Space district, all screening and/or fencing shall be designed and installed to maintain the values of the open space amenity.

b. Construction standards.

1. Required screening shall be constructed of one or more of the following:
 - a) Brick, stone or concrete masonry, stucco, concrete or wood unless a different but equivalent material is specifically approved by the Community Development Department;
 - b) Landscaped berm;
 - c) Evergreen trees and shrub materials from the Town's recommended plant list provided that:
 - 1) The plant materials shall be located in a bed that is at least six feet wide;
 - 2) Plant materials shall be placed a maximum of 24 inches on center over the entire length of the bed unless the Planning Director determines that an alternative planting density is capable of providing substantially opaque screening within in three years of installation; and is approved by the Planning Director; and/or
 - d) Any combination of the above that provides a solid screen wall to create a visual barrier.
2. Access through the required screening may be provided by a solid gate or other site planning provision that preserves the integrity of the screening.

(5) Alternative screening and mitigation.

- a. Alternatives to the screening standards in Subsections (2), (3), (4), and (5) above may be approved if the Planning Director determines:
 1. A different standard meets the purposes of screening;
 2. The proposed alternative provides equal or better visual screening and mitigation of potential negative sound, glare noise, and dust impacts than the standards in Subsections (2), (3), and/or (4) above, as applicable; and
 3. Alternative screening and mitigation may include but are not limited to increased setbacks, increased landscaping, architectural elements, and painting or otherwise causing the utility and mechanical equipment to visually blend with the site or structure.

(n) Fences and walls.

(1) Applicability. Fences, hedges, and walls shall be permitted, and shall be required to comply with the provisions of this Section 13.08.090(n), in all zoning districts unless applicable buffering or screening requires different treatment.

(2) Building Permit required. A Building Permit is required for any retaining wall greater than four feet in height or for any fence or freestanding wall greater than six feet in height, or as required by the Building Code.

(3) Fence and wall height.**a. Residential uses.**

1. Fences or walls shall not exceed a height of six feet, except:
 - a) Fences or walls located in front of the primary structure shall not exceed a height of 42 inches;
 - b) Where public parks, open space, or trails are bordered by private rear or side yards, only open faces, such as split rail, no higher than 48 inches shall be erected on the common boundaries with the park, open space, or trail. Opaque fences and walls are prohibited in yards bordering the parks or open space except where the fence is within:
 - 1) 50 feet and parallel to a public collector road;
 - 2) 100 feet and parallel to a public arterial road; or
 - 3) 200 feet and parallel to Parker Road, E-470, or Chambers Road.
2. On corner lots where the structure has two building walls facing a public or private street, one frontage shall be considered a secondary front building wall. Fences greater than 42 inches in height shall not be located within six feet of back of sidewalk on the secondary frontages.
3. Structures on through lots shall have a designated front building wall and a secondary front building wall. Fences greater than 42 inches in height shall not be located within six feet of back of sidewalk on the secondary frontages.
4. On lot frontages with an arterial street or a higher street classification where the buffer between the property and the street is less than 25 feet in width, solid fences and walls shall not exceed a maximum height of eight feet. For lower street classifications or where the buffer between the property and the street is 25 feet or more in width, solid fences and walls shall not exceed a maximum height of six feet.

b. Mixed-use and nonresidential uses.

1. The height of fences and walls shall not exceed:
 - a) Six feet on a lot with a use listed as a Public, Institutional, Civic, or Commercial Use in Table 13.05.A: *Table of Allowed Uses* as approved in a Site Plan.
 - b) Eight feet on a lot with a use listed as an Industrial Use in in Table 13.05.A: *Table of Allowed Uses* as approved in a Site Plan.
2. The Planning Director may allow an increase in fence or wall height for uses listed as a Public, Institutional, Civic, or Commercial Use in Table 13.05.A: *Table of Allowed Uses* to eight feet and uses listed as Industrial Uses to 12 feet subject to the following standards:
 - a) The fence or wall is screening an approved loading or storage area.
 - b) The fence or wall is attached to a building.
 - c) The fence or wall is compatible with the architecture of the building.
3. Behind the front building wall of the primary structure, fences or walls shall not exceed a height of eight feet and shall be approved pursuant to Section 13.03.040(p), *Site plan*.

4. In front of the primary structure, fences or walls shall not be opaque and shall not be taller than 42 inches in height.
5. On corner and through lots where the structure has two building walls facing a public or private right-of-way, both frontages shall be considered primary frontages and shall comply with Subsections b.1 and b.2 above.
6. On lot frontages with an arterial street or a higher street classification where the buffer between the property and the street is less than 25 feet in width, opaque fences and walls shall not exceed a maximum height of eight feet. For lower street classifications or where the buffer between the property and the street is 25 feet or more in width, solid fences and walls shall not exceed a maximum height of six feet.

(4) Fence and wall design standards.

a. Materials.

1. Fences and walls shall be constructed of materials commonly used such as lumber, brick, decorative iron or metal, decorative masonry units, decorative concrete, or stone.
2. The following materials are prohibited:
 - a) Electrically charged wire, concertina wire, razor wire, or other similar style security barriers;
 - b) Non-traditional fence materials, including aluminum siding, vehicle parts, smooth face concrete masonry units/blocks, cloth or plastic tarps, scrap wood, or any other material not customarily sold for fencing in the Denver Metropolitan area;
 - c) Landscape timbers and railroad tie walls;
 - d) Chain-link fence (with or without privacy slats), and barbed wire fencing, except as described below:
 - 1) For Public Utilities as approved pursuant to Section 13.03.040(p), *Site plan* or Section 13.03.040(t), *Use by special review – major utilities*, or Section 13.03.040(u), *Use by special review – water and sewer*;
 - 2) For other utilities or airport operations where required by state or federal law; or
 - 3) For the purpose of keeping agricultural livestock contained in the Agricultural zoning district or where vacant land is being used for agricultural purposes; or
 - 4) For temporary construction security fencing between the time a Building Permit is issued and the time the final Certificate of Occupancy is issued; or
 - 5) In other circumstances, where the Planning Director determines that there is a significant risk to public health or safety if these types of fencing are not installed.
3. In mixed-use and nonresidential developments and residential front patios, forward of the front building wall of the primary structure, fences or walls shall not be opaque.

b. Design.

1. Fences or walls shall be designed and maintained so that they are similar in appearance to the materials used on principal structures on the lot and/or fences on adjacent properties.
2. The finished side of the fence or wall (one that does not show any structural supports), shall face the adjacent property or street right-of-way.
3. Matching materials shall be used along the entire run of fencing or wall unless open-space fencing is required based on location.
4. A change in materials, such as a masonry column, shall occur every 50 feet in fences or walls visible from a collector or arterial roadway.

5. Fences and walls shall follow the contour of the ground to the maximum degree practicable. Adjustments for grade shall occur at the bottom of the fence to the maximum extent practicable.
- (5) **Additional standards for Downtown East and Downtown West Zoning Districts.** In addition to the standards in Subsections (3) and (4) above, fences in the Downtown East and Downtown West zoning districts shall comply with following requirements.
 - a. Wood privacy fences are not allowed if visible from the street.
 - b. Opaque privacy fences shall be limited to the rear and sides of the building and may not exceed six feet in height.
- (6) **Retaining walls.** Retaining walls shall be used to reduce the steepness of man-made slopes and to provide planting pockets conducive to revegetation.
 - a. **Height**
 1. The height of retaining walls shall not exceed:
 - a) Six feet on a lot with a use listed as a Residential Use in Table 13.05.A: *Table of Allowed Uses*.
 - b) Six feet on a lot with a use listed as a Public, Institutional, Civic, or Commercial Use in Table 13.05.A: *Table of Allowed Uses* as approved in a Site Plan.
 - c) Eight feet on a lot with a use listed as an Industrial Use in in Table 13.05.A: *Table of Allowed Uses* as approved in a Site Plan.
 2. The Planning Director may allow an increase in retaining wall height for uses listed as a Public, Institutional, Civic, or Commercial Use in Table 13.05.A: *Table of Allowed Uses* to eight feet and uses listed as Industrial Uses to 12 feet subject to the following standards:
 - a) The wall is constructed using high quality materials;
 - b) The wall is screened by a building or landscaping; and
 - c) The wall is not located within 25 feet of a public or private right-of-way or open space.
 3. The Director or Engineering/Public Works may allow an increase in retaining wall height for public or private right-of-way projects.
 - b. **Design and Construction.**
 1. Retaining walls shall be reviewed and approved by the Town for confirmation of engineering adequacy before construction if applicable.
 2. Retaining wall terracing shall be limited to two tiers,
 3. The width of the terrace between any two vertical retaining walls shall be at least five horizontal feet;
 4. Terraces created between retaining walls shall be permanently landscaped pursuant to this Section 13.08.090.
 5. Retaining walls shall be faced with stone or masonry block in earth-colored materials similar to the surrounding natural landscape.
 6. All retaining walls shall comply with the Building Code adopted by the Town, except that when any provision of this 13.08.090(n)(6) conflicts with any provision set forth in such Building Code, the more restrictive provision shall apply.
 7. Development sites adjacent to open space and/or recreational areas shall limit the height of retaining walls to four feet in height from the finished grade.
 8. Terraced retaining walls landscaped with live plantings between walls shall be permitted with five foot minimum width spacing between walls and limited to two tiers.

13.08.100 Building design.

(a) Purpose.

The purpose of this Section 13.08.100 is to ensure that all new construction in the Town is visually attractive and avoids visual monotony in order to promote the livability and economic health of the Town and to achieve the goals in the adopted Master Plan.

(b) Applicability. This Section 13.08.100 shall apply to all new development of primary structures in the Town, unless exempted by another Section of this LDO. More information about when these standards are applied is available in Table 13.04.A.

(c) Residential design standards.

(1) Purpose. The purpose of this Section 13.08.100 is to require single-family detached dwellings and duplex dwellings (which are referred to as paired units in the Development Design Standards) that front or are located along the same side of a public street, private internal street, or public or private open space, or greenways be designed to provide a varied street scene, architectural variety, and to eliminate the reuse or repetition of identical or substantially similar building designs in close proximity to each other.

(2) Applicability.

a. This Section 13.08.100 shall apply to:

1. All new single-family detached dwellings and duplex dwellings in the Town:
2. A duplex dwelling or dwellings developed on separate legal lots of record as a part of a larger subdivision.

b. A duplex dwelling or dwellings that are developed as a part of a multifamily development that is located on the same legal lot of record is not subject to this Section 13.08.100(c), but is subject to Section 13.08.100(d).

(3) Front setback variation requirements. In each development or portion of a development, the front setback of one lot shall be varied by a minimum of two feet from the front setback of any unit adjacent on either side of the subject lot. This standard does not apply to adjacent curved lots on the end of a cul-de-sac.

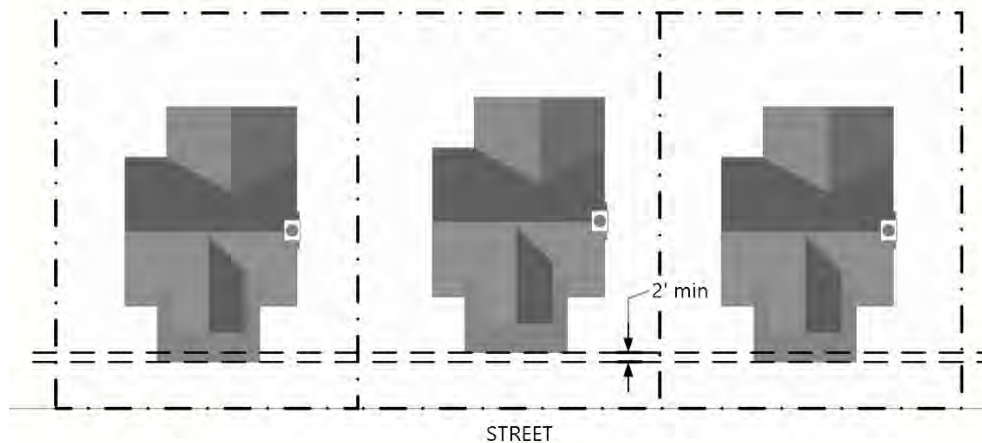


Figure 08.20 Example of Front Building Setback Variation

(4) Building variation requirements. The following standards apply to each development or portion of a development.

- a. Identical or visually similar single-family detached dwellings may not be repeated more frequently than every sixth dwelling along the same side of any street in a residential subdivision.

- b. Identical or visually similar duplex dwellings may not be repeated more frequently than every fourth building (each building contains two units) along the same side of any street in a residential subdivision.
- c. These standards for building variation shall be implemented through the applicant's submittal and the Town's approval of a Residential Design Plan Matrix that identifies different models of homes that reflect the required levels of variation as described below.

1. Criteria for placement of model homes.

- a) Substantially different building mass and building form (as detailed in Subsection 2 below), and
- b) Building variation requirements (as detailed in Subsection 3 below):
 - 1) Substantially different roof type.
 - 2) Elevation plane variation.
 - 3) Exterior surface material schemes and color palettes.

2. Building mass and form. The pattern of model homes shall result in differences in building composition (including but not limited to vertical bays and a pattern of openings).

- a) **Building mass.** Considered to be the outline of the unit. Massing denotes the basic primary mass and the overall scale, shape, and proportion of the unit. This is determined by the height, width, and depth of the unit.
- b) **Building form.** Form includes building elements and horizontal/vertical breaks of a unit. The style of the unit includes ranch, tri-level or two-story structures, as depicted in the following diagrams.

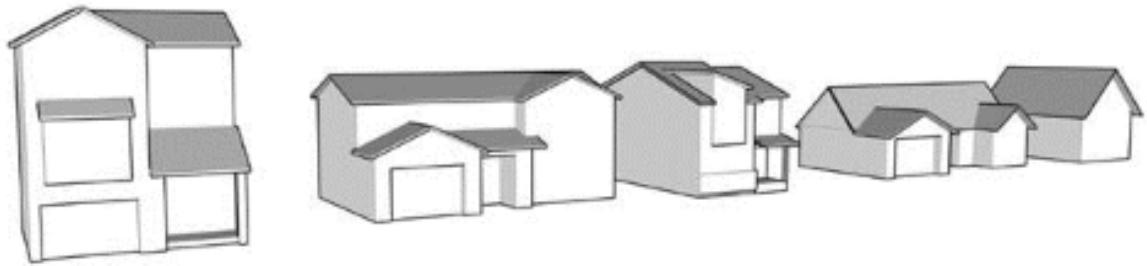


Figure 08.21 Example of Single-Family Detached Units Showing Differences in Building Mass and Form



Figure 08.22 Example of Paired Units Showing Differences in Building Mass and Form

3. Building variations requirements.

- a) **Substantially different roof type.** Roof types consist of mansard, hip (full or clip), flat, gambrel, gable and front-to-back (shed style), as depicted in the following diagram.

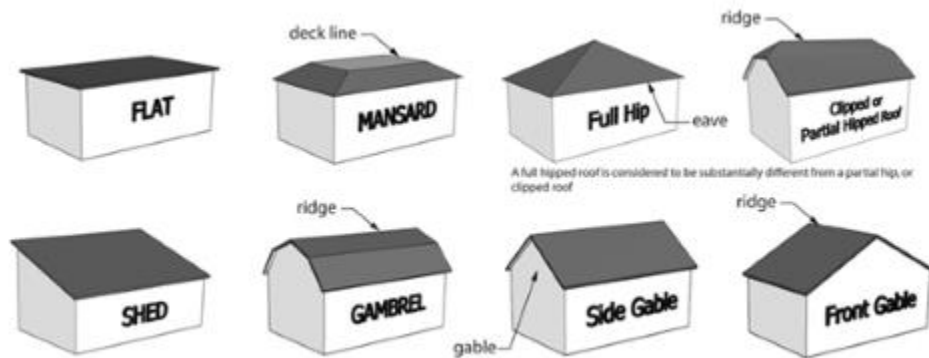


Figure 08.23 Examples of Roof Types

- b) **Elevation plane variation.** The elevation plane is identified as the exterior wall of the structure. For an elevation plane to be considered substantially different from another model, the secondary plane must project at least 60 inches from the primary plane and constitute at least 30 percent of the first-floor elevation plane (excluding planes with garage doors) or the secondary plane must project at least 24 inches from the primary plane and constitute at least 30 percent of the entire elevation plane (first and second floors), as depicted in the following diagram:



Figure 08.24 Elevation Plane Variation Requirement

c) Exterior building elements and palettes.

- 1) Exterior building elements and palettes include architectural details and materials on a structure that are used to create a distinctive differentiation between structures and shall be used to distinguish the entire structure including the rear. Exterior building elements for buildings that contain paired units include the addition of the following to the building (examples of these elements can be found in the multifamily design standards contained in the Development Design Standards):
 - i. Covered porch/deck.
 - ii. Additional windows.
 - iii. Eave overhang.
 - iv. Cornice.
 - v. Dormers.
 - vi. Balconies.

vii. Bay windows.

viii. Terraces



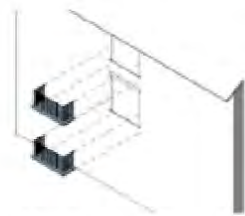
Dormers



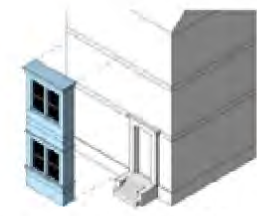
Eave overhang



Covered porch/deck



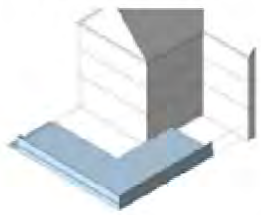
Balconies



Bay windows



Porches



Terraces



Additional windows



Cornice

Figure 08.25 Examples of Exterior Building Elements

- 2) Exterior building palettes include the use of substantially different building materials to make the unit appear different. The material differences shall be substantial in nature, such as a) base change from brick to stone; b) material change and/or variation on upper portion of a structure from siding; or c) architectural detailing.



Figure 08.26 Examples of Base, Middle, and Top Building Material Changes

4. Placement and distribution of model units on residential design plan matrix.

a) Single-family detached units.

- 1) In order for single-family detached units to be located next to each other, they shall comply with the following standards:
 - i. Substantially different building mass and form (i.e., a ranch can be placed next to a two-story home and a 40 foot wide home can be placed next to a 50 foot wide home); or
 - ii. If building mass and form are similar, then the dwelling shall comply with at least two of the following three standards:
 - c. Substantially different roof type;
 - d. Elevation plane variation; or
 - e. Exterior surface material schemes and color palettes.
- 2) In order for a single-family detached dwelling to be placed three lots away in either direction, it must comply with the following:
 - i. Substantially different building mass and form (i.e., a ranch can be placed next to a two-story home and a 40 foot wide home can be placed next to a 50 foot wide home); or
 - ii. If building mass and form are similar, then the dwelling shall comply with at least one of the following three standards:
 - a. Substantially different roof type;
 - b. Elevation plane variation; or
 - c. Exterior surface material schemes and color palettes.
- 3) Matrix for models.
 - i. Lot designation for each model. Based on the above criteria, the models are placed within Lots I—VI.

Lot Model I	Lot Model II	Lot Model III
Lot Model IV	Lot Model V	Lot Model VI

- ii. Once the model numbers of each type of unit are categorized for each lot, these models are then laid out onto the subdivision map for the filing being developed.

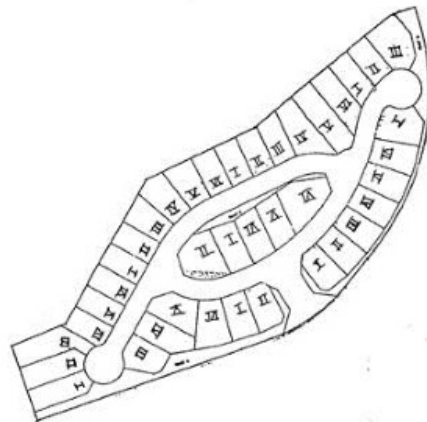


Figure 08.27. Example of Single-Family Detached Unit Lot Designation.
Note: The numerical sequence I, II, III, IV, V and VI must be maintained

- iii. When a break in the street scene occurs, the matrix numbering can start over. This means that the same model can be placed next to each other when a break in the street scene occurs. A break in a street scene is a separation of 25 feet or more, including a tract for open space, greenway, park, or a street intersection, that separates lots from one another.

b) Duplex dwellings.

- 1) In order for duplex dwellings to be located next to each other, the buildings shall comply with the following standards:
 - i. Substantially different building mass and form (i.e. , a ranch building can be placed next to a two-story building and a 40 foot wide building can be placed next to a 50 foot wide building).
 - ii. If building mass and form are similar, then the duplex dwelling shall comply with at least two of the following three standards:
 - a. Substantially different roof type;
 - b. Elevation plane variation; or
 - c. Exterior surface material schemes and color palettes.
- 2) In order for duplex dwellings to be placed two lots away in either direction, the buildings must comply with the following standards:
 - i. Substantially different building mass and form (i.e. , a ranch building can be placed next to a two-story building and a 40 foot wide building can be placed next to a 50 foot wide building).
 - ii. If building mass and form are similar, then the duplex dwelling shall comply with at least one of the following three standards:
 - a. Substantially different roof type;
 - b. Elevation plane variation; or
 - c. Exterior surface material schemes and color palettes.
- 3) Matrix for models.
 - i. Lot designation for each model. Based on the above criteria, the duplex dwellings are placed within Lots I—IV.

Lot I Model	Lot II Model
Lot III Model	Lot IV Model

- ii. Once the model numbers of each type of duplex dwellings are categorized for each lot, these models are then laid out onto the subdivision map for the filing being developed.

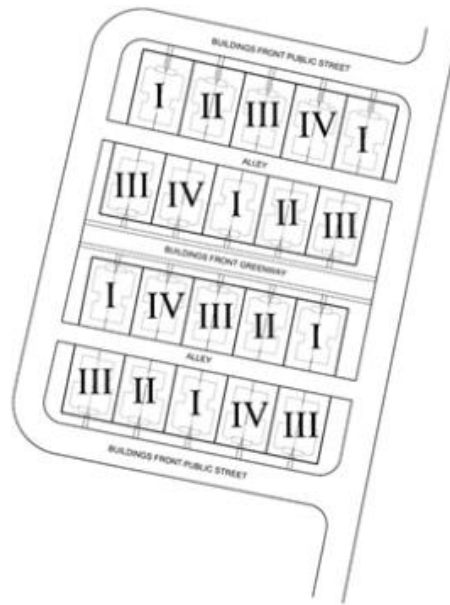


Figure 08.28. Example of Duplex Dwelling Designation

Note: Each Roman numeral represents one building that contains two attached units.

- iii. When a break in the street scene occurs, the matrix numbering can start over. This means that the same model can be placed next to each other when a break in the street scene occurs. A break in a street scene is a separation of 25 feet or more, including a tract for open space, greenway, park, or a street intersection, that separates lots from one another.

(5) Additional standards.

- a. **Soffit design.** No roof overhang or soffit, as measured from the finished side of the siding or premium material of the structure to the inside of the fascia board, shall be less than eight inches, unless the structure embodies architectural styles of an historical nature; for example, a Santa Fe style that has a flat roof without any overhang, or a Tudor style that has a roof pitch of a 10 vertical inch rise over a 12 horizontal inch run or greater. Requests for this exemption shall be presented to the Community Development Department prior to the issuance of a Building Permit, and documentation may be required.
- b. **Building trim.**
 - 1. Trim around windows shall be a minimum of three and one-half inches wide, and trim around doors shall be a minimum of two inches wide. If premium materials such as brick or stone are used on the front of a structure, they are not required to be used on the other sides.
 - 2. Trim details such as special moldings, colors and related details shall be used in the same manner on all sides of the structure as they appear on any side of the structure. As an exception, shutters and muntins, including any detail exclusively associated with the use of shutters and muntins, may be used on the front without being carried to the other sides.

(d) Multifamily, mixed-use, and nonresidential development.

- (1) **Purpose.** The purposes of this Section 13.08.100(d) are those listed in the Development Design Standards.
- (2) **Applicability.** This Section 13.08.100(d) applies to all multifamily, mixed-use, and nonresidential development in the Town, unless otherwise stated in the Development Design Standards.
- (3) **Compliance with Development Design Standards required.**
 - a. All Site Plans and architectural plans for multifamily, mixed-use, and nonresidential development within the Town shall comply with the Development Design Standards.
 - b. If any standards in this LDO conflict with standards in the Development Design Standards, the stricter shall apply.

(e) Handicapped accessibility.

- (1) All development shall comply with handicapped accessibility requirements based on the version of the International Building Code, Chapter 11, and the International Code Council (ICC) A117.1-2016, or any future update of that document adopted by the Town.
- (2) All residential development projects and individual dwelling units shall comply with all applicable state and federal laws and regulations regarding accessible dwelling units and accessible routes to buildings containing dwelling units as applicable. Applicable state and federal laws include, but are not limited to the Fair Housing Act, Americans with Disabilities Act, and Section 9-5, C.R.S.
- (3) Building design standards that do not apply to single-family detached dwellings occupied by household living uses shall not apply to those occupied by a Group Home and Residential Facility.

13.08.110 Exterior lighting.

- (a) **Purpose.** The purpose of this Section 13.08.110 is to provide for the safety of citizens by providing adequate lighting in public areas, minimize light pollution through the use of efficient lighting, minimize light trespass, and reduce glare.

(b) Applicability.

- (1) All outdoor lighting in all zoning districts shall comply with the standards in this Section 13.08.110 unless exempted by Subsection (c) below or by another provision of this LDO.
- (2) All outdoor lighting installed in the public right-of-way shall comply with the Roadway Design and Construction Criteria Manual.
- (3) More information about when these standards are applied is available in Table 13.08.A.

(c) Exemptions. The following are exempt from this Section 13.08.110:

- (1) Luminaires that have a lamp of equivalent of 900 lumens or less;
- (2) Public street lighting, traffic control devices and luminaires on these devices installed by the Town or other governmental entity;
- (3) Temporary, holiday lighting displays;
- (4) Lighting of flags, public monuments, and statuary;
- (5) Lighting of public art;
- (6) Temporary lighting of construction sites provided such lighting is discontinued upon completion of the construction activity and night time use is limited to address security;
- (7) Lighting for temporary uses or mobile businesses that is turned off within 30 minutes after the use or business closes for the day;

- (8) Navigational lighting systems at airports and other lighting necessary for aircraft safety;
- (9) Properties containing only single-family detached, single-family attached or duplex dwellings are exempt from Subsections (d) through (f) except that lighting fixtures shall not emit more than 900 lumens

(d) Prohibited lighting. The following types of exterior lighting are prohibited in the Town.

- (1) Any lighting that could generate nuisance impacts or interfere with the safe movement of motor vehicles, bicycles, or pedestrians on public or private streets, including but not limited to:
 - a. Any light that may be confused with or construed as a traffic control device and not authorized by a state, federal or Town government; and
 - b. Any blinking, flashing, strobing, or changing intensity lights.
- (2) Searchlights, aerial lasers, and rotating beacons;
- (3) All lighting in the Open Space zoning district except that necessary for public safety, as determined by the Town; and
- (4) Low pressure sodium lights, mercury vapor lights, and other types of lighting with similarly low spectral emissions.

(e) General standards. All exterior lighting subject to this Section 13.08.110 shall comply with the following standards.

- (1) **Maximum lumens.** No single lamp or luminaire shall exceed 25,000 lumens.
- (2) **Lighting types and efficiency.**
 - a. Light sources shall be color-correct types and shall have a correlated color temperature (CCT) below 5001 degrees Kelvin.
 - b. LED or other high efficiency light fixtures shall be used to the maximum extent practicable.
- (3) **Shielding required.**
 - a. All light fixtures shall be shielded and directed to avoid glare and overspill onto adjacent property.
 - b. All light fixtures shall be shielded using full cutoff light fixtures that are directed downwards (90 degrees from true vertical) and no more than 10 percent of total lumens measurable at or above 80 degrees above the vertical axis of the light fixture unless an exception is approved by the Planning Director.

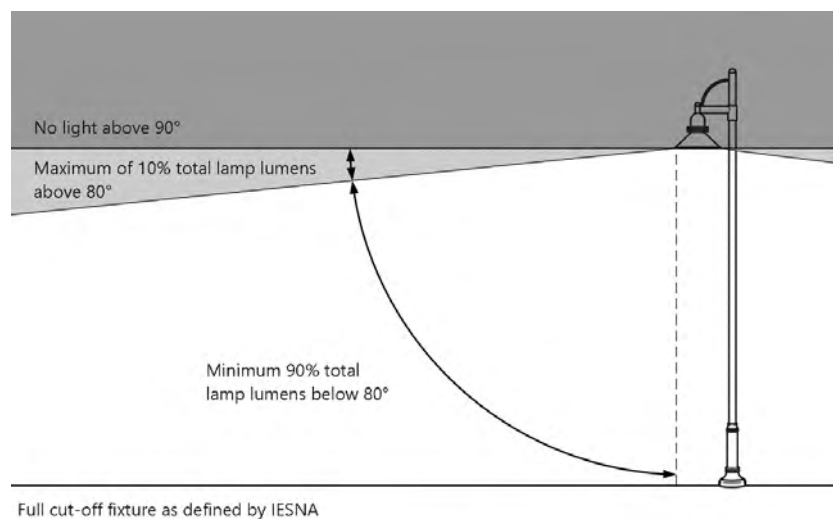


Figure 08.29 Fully Shielded Fixtures

- c. All light fixtures on structures, poles, bollards, stands, or mounted on a building shall have a shield, adjustable reflector, and/or non-protruding diffuser to shield the light source from sight.

(4) Light trespass.

- a. All light fixtures shall be installed so that light trespass from any property line, except a property line adjacent to a public/private street, shared parking or access drive or aisle, shall not exceed the following:
 - 1. One-half lumen per square foot at a single-family detached, single-family attached or duplex dwelling property line.
 - 2. One lumen per square foot at multifamily dwelling or nonresidential property line.

(5) Maximum height.

- a. The maximum height of freestanding (non-building mounted) light fixtures shall be equal to the maximum height of the principal building on the parcel or 25 feet, whichever is less.
- b. The maximum height of freestanding light fixtures along pedestrian paths and trails shall be 15 feet.
- c. The maximum height of building mounted lighting fixtures shall be 15 feet unless decorative or accent lighting.
- d. The maximum height of freestanding light fixtures used for an outdoor recreation facility or park shall be determined at the time of Site Plan application with approval of the Parks, Recreation and Open Space Director. Light fixtures for these areas shall also be equipped with a glare control package such as louvers, shields, or similar devices and aimed so that their beams are directed and fall with the primary activity or performance area.
- e. On a Restricted Lot, the maximum height of any lighting pole within 50 feet of a Protected Lot shall be 15 feet.

- (6) Light setbacks.** All freestanding light fixtures shall be set back from each property line a distance at least equal to the total height of the luminaire.

- (7) Light uniformity.** Lighting of parking lots and drive aisles shall have a uniformity ratio of six to one (maximum to minimum).

(8) Lighting curfew.

- a. Except as modified by paragraph b. below, all illumination shall be reduced by at least 70 percent one hour after the close of business, and shall not exceed that level of illumination until at least one hour prior to the opening of the business. This reduction in illumination may be achieved by dimming the lamps within a light fixture (luminaire) and/or turning off a luminaire or a portion of a multi-luminaire assemblage.
- b. Illumination for the following uses are not required to comply with paragraph a. above:
 - 1. Residential uses (including residential units in mixed-use buildings).
 - 2. Lighting for outdoor recreation facilities or parks, which shall instead be reduced by 50 percent immediately after the end of the recreational activity and shall be fully turned off:
 - a) No later than one hour after the end of activity; and
 - b) Whenever the facility is not in use.
- c. Property security lighting in excess of the minimum reduction is permitted provided that:
 - 1. All such lighting is equipped with an adjustable distance and range setting; and
 - 2. An amicable detector is set to minimize the number of instances in which illumination is triggered by traffic passing the property on adjacent streets.

- (9) **Vehicle and pedestrian circulation areas.** Lighting shall be provided throughout all vehicular and pedestrian circulation areas to promote safety.
- (10) **Nonconforming lighting.** All nonconforming light fixtures shall comply with the standards set forth in Section 13.01.070(f)(1), *Nonconforming exterior lighting*.
- (11) **Maintenance.** All outdoor light fixtures shall be maintained pursuant to Section 13.08.130(a)(8), *Exterior lighting*.

(f) Site Specific Lighting Standards.

- (1) **Parking lot lighting.** No portion of a parking lot shall exceed a maximum illumination of 12 lumens per square foot.
- (2) **Wall mounted lighting.** No wall mounted lamp or luminaire shall exceed 10,000 lumens.
- (3) **Pedestrian walkway areas and bicycle paths lighting.**
- Where pedestrian walkways and bicycle paths in parking areas are not lit by parking lot or building lighting, they shall be lit with pedestrian-scale lighting.
 - All light fixtures for plazas, sidewalks, small urban parks, and walkways shall direct light downward and use shatterproof lamp coverings.
 - Pedestrian bollard lamps shall be mounted no higher than four feet above grade and shall not exceed 4,000 lumens for any single lamp.
- (4) **Decorative and accent lighting.**
- Light fixtures illuminating the façade of a building are not subject to the maximum height standards as set forth in Section 13.08.110(e)(5), but shall not be mounted at a height greater than the height of the wall it is being mounted to.
 - In order to allow for creative, unique and active outdoor spaces, lighting for outdoor seating and dining areas, interior courtyards, pedestrian areas or walkways, and/or event venues, may be allowed to vary from the standards in this Section 13.08.110(f)(4) subject to approval by the Planning Director based on lighting type, location, and time of use.
 - Permanent outdoor string or similar decorative accent lights shall not exceed 1,000 lumens and shall not flash, blink, fade, or strobe.
 - Decorative lighting displays located on sides of building, roofs, and trees within two hundred (200) feet of a residential zoning district shall be prohibited except:
 - Where a side of a building is facing away from the residential uses and the decorative lighting display is not visible from the residential units; or
 - In vertical mixed-use buildings where both residential and non-residential uses are in the same building.
 - Decorative lighting displays located on buildings shall be no more than 200 lumens per foot
 - Decorative lighting displays shall be turned off between 11:00 p.m. and 6:00 a.m.
 - Flashing, moving, changing intensity, coursing, blinking, racer-type, strobing shall be prohibited
 - The Planning Director may approve partial shielding for decorative lighting provided that the resulting lighting complies with the light trespass provisions of Section 13.08.110(e)(4).
- (5) **Floodlights and security lighting.**
- All floodlights shall be designed or retrofitted with shielding to focus the light so that it falls upon either the surface of the structure to be illuminated, on a freestanding sign, or on the ground.

- b. Security lighting may include motion activated lighting emitting a maximum of 3,000 lumens per light fixture.
- c. No more than one motion activated security light fixture is allowed per 60 linear feet of building elevation.
- d. Security lighting shall be timed to turn off after not more than five minutes after motion activation.

(6) Principal display areas lighting (including canopies).

- a. Site plans shall identify a "Principal Display" area not exceeding 30 percent of the total Site Plan area and shall identify the remainder of the site as the "Inventory and General Parking."
- b. "Principal Display" areas shall be allowed a maximum of 35 lumens per square foot.
- c. Canopy lighting for uses that shelter outside work, service areas or port-cocheres, including automotive fuel canopies, shall have all light fixtures flush mounted or recessed into the canopy and equipped with flat lenses.

13.08.120 Utilities.

(a) Purpose. The purpose of this Section 13.08.120 is to ensure that all development is served by adequate utilities, to ensure that utilities are placed underground whenever possible, and that any aboveground utility components are visually shielded from view to the maximum extent practicable.

(b) Applicability. All development shall comply with the standards in this Section 13.08.120 unless exempted by another provision of this LDO. More information about when these standards are applied is available in Table 13.08.A. This Section shall apply to water, sewer, electricity, and natural gas services provided by third party utility providers. The Town of Parker does not provide utility services.

(c) Standards.

- (1)** All on-site utilities and equipment shall be placed underground. The cost of undergrounding utilities shall be borne by the applicant or developer.
- (2)** On-site utilities and equipment for the provision of service to residential use(s) shall only utilize side yard and rear yard utility easement(s) for service to individual lots, except:
 - a. Where located in the required shared sidewalk and utility easement adjacent to a local residential street, not to exceed six (6) feet in width, measured from the property line to the street; or
 - b. Pocket utility easements for underground utility lines, which are located in the front yard, and shall be no larger than the typical width of the individual residential lot of the subdivision it is located within; or
 - c. When located within tracts for parks, open space, and landscape and buffer tracts where equipment is screened by landscaping.
- (3)** On-site utilities and equipment for the provision of service to residential use(s) may be placed above ground only if located in a rear yard utility easement only. On-site utilities and equipment shall be placed at or near the rear corner where the rear yard and side yard utility easements meet to the maximum extent practicable.
- (4)** On-site utilities and equipment, including service lines to a lot, for the provision of service to nonresidential use(s) shall meet the following requirements:
 - a. Individual service lines to nonresidential use(s) shall be placed underground.
 - b. On-site utilities and equipment may be placed above ground in a rear yard or side yard only.
 - c. Where a nonresidential property has three or more frontages on a street and the applicant can demonstrate that a side and/or rear location is not feasible, the Town may consider an above-ground location in the front yard adjacent to the street with the lowest average daily traffic (ADT) volume. Equipment shall be set back to the greatest extent practicable from the corner and screened in accordance with the Town-approved plans.

- d. Utilities and equipment that serve more than one lot or user may be placed within the front setback when the following conditions are satisfied (this Subparagraph does not apply to individual on-site utilities and equipment):
 - 1. Equipment is existing;
 - 2. Existing equipment needs to be relocated due to development;
 - 3. Equipment is added to an existing line; and
 - 4. Where compliance is precluded due to the size of the lot, the layout of existing development and infrastructure, or there is the presence of significant topography, wetlands, floodplains, watercourses, hazard areas, or other significant environmental features, the applicant shall comply with the requirements of this Section 13.08.120 to the maximum extent practicable, as determined by the Planning Director.
- (5) Where the placement of above-ground on-site utilities and equipment in the rear yard utility easement is not feasible for the provision of service to residential use(s), such equipment may be placed above ground in the side yard utility easement. Side yard utility easement permitted pursuant to this Subsection (5) shall be located between the rear of the principal structure and the rear property line. Equipment placed within the side yard utility easement shall be placed at or near the rear corner where the rear yard and side yard meet to the maximum extent practicable.
- (6) Meters and related conduit may be placed above ground if mounted to the principal structure and integrated into the overall building architecture, painted to match the building, or screened from view. Meters should be located on the side or rear façade of a building to the maximum extent practicable.
- (7) All aboveground components visible from Town streets and rights-of-way shall be screened in accordance with a Town-approved Plat, Replat, or Site Plan.
- (8) Where an applicant is unable to comply with Subsections (1) through (7) above, the applicant may apply to the Town Council for approval of a modification or waiver of the standards if the applicant can demonstrate that:
 - a. There is a hardship related to the exceptional narrowness, shallowness, or shape of a specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property; or
 - b. The applicable utility has refused to provide service in the location or under the conditions required by this LDO, and the utility's decision has been upheld by the Colorado Public Utilities Commission.
- (9) Streetlights and underground electric service to streetlights are permitted in the front yard.
- (10) All structures and uses, except for temporary uses authorized by this LDO, shall be served by public water and sewer facilities.
- (11) Any unavoidable aboveground components, such as gas meters or electric service supply boxes, shall be located away from main entries into buildings, public and internal street frontages, sidewalks, and corners to the maximum extent practicable, and shall be located in mid-block locations or on the side or rear facades of buildings to the maximum extent practicable.

13.08.130 Maintenance and operating standards.

All properties in the Town shall comply with the standards in this Section 13.08.130 regarding the operation and maintenance of activities, buildings, and land in the Town.

(a) Maintenance.**(1) Landscaping.**

- a. Maintenance shall be the responsibility of the property owner of record or an assignee of the owner of record that has assumed landscape maintenance responsibility, including the maintenance of landscaping within the tree lawn adjacent to the property.
- b. The trees, shrubs, fences, walls, and other landscaping materials depicted on approved plans shall be considered as elements of the project in the same manner as parking, building materials and other elements, and shall be maintained in perpetuity, unless amended or modified by the Town.
- c. All plantings required or provided pursuant to this LDO shall be maintained in a healthy and attractive manner, free from disease, pests, weeds, and litter, as determined by the Town. Maintenance shall include, but not be limited to, watering, fertilizing, weeding, cleaning, mowing, edging, mulching, pruning, trimming, spraying, cultivating or other maintenance as needed and pursuant to acceptable horticultural practices including native grass areas.
- d. For all required landscaping and planting, dead plant materials shall be removed and replaced with healthy planting materials of comparable size and species that meet the original intent of the approved landscape design within 45 days after the plant dies, or if seasonal conditions prohibit removal and replacement then by June 1.
- e. Nonliving landscape materials such as rock, stone, and wood mulch that no longer cover the area in which they were originally deposited shall be regularly replenished to maintain the full coverage to a minimum depth of three inches for rock mulches and four inches for wood mulch.
- f. Landscaping structural features such as fences, walls, planter boxes and site furnishings, shall be maintained in a sound, structural and attractive condition.
- g. Irrigation systems are to be monitored and adjusted periodically to ensure that the water demands of all plant materials are being met.
- h. Irrigation system repairs shall be made within seven days of discovery of damage unless seasonal conditions prohibit repairs.
- i. Landscaped areas shall be free from trash and debris.
- j. Fences, walls, or hedges shall be maintained in good structural or living condition. The landowner is responsible for the repair or removal of a fence, wall or hedge that constitutes a safety hazard, by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, or that constitutes a zoning violation.

(2) Parking areas.

- a. All off-street parking areas shall be maintained in good condition, free of weeds, trash and debris and major surfacing defects such as potholes, large divots, or major cracks. All repairs shall be completed pursuant to the Roadway Design and Construction Criteria Manual.
- b. Each space shall be surfaced with concrete or asphalt, shall be properly graded for drainage, and shall be provided with surfaced vehicular access to an improved public or private right-of-way.

(3) Signs.

- a. **Compliance with building code.** The property owner or an assignee of the property owner shall maintain each sign in a condition fit for the intended use and shall have a continuing obligation to comply with all building code requirements.
- b. **Repair.**
 - 1. The Community Development Department may require any sign to be repaired to keep the sign in a safe condition and free of cracked, peeling, or flaking paint or other surface material, torn or loose fabric, and trip hazards.

2. All supports, braces and anchors for such signs shall be maintained in a safe condition. Removal of a conforming or nonconforming sign for repair, refurbishing or repainting, is allowed without a permit or any payment of fees, provided that all of the following conditions are met:
 - a) There shall be no alteration or remodeling to the sign base, sign support or the mounting of the sign itself;
 - b) There shall be no enlargement or increase in any of the dimensions of the sign or its structure; and
 - c) The sign shall be accessory to a permitted, approved conditional, or nonconforming use.
 - c. **Noncompliance.** Any sign that is found to be unsafe, insecure, or a menace to the public by the Community Development Department shall comply with the removal requirements of Section 13.01.080(c)(9)b, *Unsafe signs*.
 - d. **Abandonment.** Any sign that is determined to be abandoned shall comply with the requirements of Section 13.01.080(c)(9)c, *Abandoned signs*.
- (4) **Maintenance of open space.** All open space shall be maintained by the property owner unless stated otherwise per a written agreement as approved by the Town.
- (5) **Construction activities.**
- a. **Restoration of rights-of-way.** Whenever construction disrupts the surface or subsurface of any rights-of-way, the right-of-way shall be restored to its original condition or an improved condition by the developer pursuant to ordinances of the Town and the Roadway Design and Construction Criteria Manual.
 - c. **Restoration of surface conditions.** All surface disruptions associated with the installation of utilities shall be returned to a condition equal to or better than the original condition.
 - d. **Construction materials.** Storage of all construction material shall be within the legal boundaries of the project site or an alternate site approved by the Town, in a location that will not block access to the project, particularly access by emergency vehicles, and shall not occur on public rights-of-way without the express written permission of the Town.
 - e. **Periodic compliance review.** The Town will conduct site compliance inspections during the course of construction. These inspections may be required prior to the finalization of a particular construction phase and shall be incorporated into the permitting process.
- (6) **Walkways and sidewalks.** Walkways and sidewalks shall be properly maintained and free from obstructions and hazards.
- (7) **Trash enclosures.** All trash enclosures, including dumpsters, shall be maintained in good working order and shall remain closed except when trash pick-ups occur.
- (8) **Exterior lighting.** All exterior light fixtures shall be maintained in good working order, free of broken glass, plastic, or housings and pole and fixture finishes free of fading, chipping, or peeling paint.
- (9) **Fencing.** All fencing shall be maintained in good repair, free of broken, dented, or bent panels or materials, and free of trash, debris, and any signage not permitted by Chapter 13.09 *Sign Code*.

(b) Operations and nuisances. All structures, uses, and activities shall not create adverse impacts or nuisances, as defined by Colorado law, on the residents, employees, or visitors on the property or on neighboring properties as described below.

- (1) Glare.** Direct or reflected glare, including glare from exterior lighting, shall not be visible at the property line.
- (2) Noise.** All activities shall comply with Chapter 6.03, *Noise Regulations*, of the Parker Municipal Code regarding permissible levels of noise.
- (3) Odor.** No activity shall cause or allow the emission of any odorous air contaminant that is a nuisance, hazard or exceeds applicable Colorado or federal regulations.
- (4) Smoke.** No activity shall discharge into the atmosphere any contaminant greater than the threshold limit values listed by the American Conference of Governmental Industrial Hygienists or by Colorado or federal regulation. Visible emissions of any kind past the lot line of the property on which the source of the emissions is located are prohibited.
- (5) Vibration.** No activity other than temporary construction activities shall cause inherent and recurring generated vibration detectable without instruments at any point along the property line.
- (6) Hazardous materials.** All uses and activities shall comply with state statutes and regulations regarding the use, storage, handling, and transportation of flammable liquids, liquefied petroleum, gases, explosives, hazardous materials, hazardous wastes, toxic materials, and solid wastes, as those terms are defined by applicable statutes, rules, regulations, or ordinances.
- (7) Materials and waste handling.** All materials or wastes that might cause fumes or dust or that constitute a fire hazard or that may be attractive to rodents or insects shall be stored outdoors only in closed, impermeable trash containers that are screened pursuant to the requirements of this LDO. Fuels and lubricating oils shall be prevented from leaking and/or draining onto the ground. All sewage and industrial wastes shall be treated and disposed of in compliance with the applicable water quality standards of the Colorado and federal government.
- (8) Electromagnetic radiation.** No activity shall create or operate an intentional source of electromagnetic radiation that does not comply with the current regulations of the Federal Communications Commission regarding that type of electromagnetic radiation source.

13.08.140 Associations.

(a) Creation of homeowners' association. For all residential condominiums or residential subdivisions, the applicant shall create a homeowners' association under the laws of the State of Colorado, or the property shall be included in an existing homeowners' association. The homeowners' association shall be lawfully established prior to, or as a part of, first Final Plat approval or first Condominium Map approval that creates residential lots or units. All documents related to the homeowners' association, including the articles of organization or incorporation and declaration of covenants, conditions, and restrictions, shall be submitted in draft form at the time of application for Final Plat or Condominium Map review. Such documents shall be acceptable to the Town as a condition of Final Plat or Map approval.

(b) Creation of property owners' association. For all vertical mixed-use, commercial condominiums, and commercial Minor Development Plats that include private roadways, detention ponds or other improvements that need to be maintained, the applicant shall create a property owners' association under the laws of the State of Colorado, or the property shall be included in an existing property owners' association. The property owners' association shall be lawfully established prior to, or as a part of, Minor Development Plat approval or Condominium Map approval. All documents related to the property owners' association, including the articles of organization or incorporation and declaration of covenants, conditions, and restrictions, shall be submitted in draft form at the time of application for Minor Development Plat or Condominium Map review. Such documents shall be acceptable to the Town as a condition of Minor Development Plat or Map approval.

(c) Recording. Prior to, or as a condition of, approval of the Final Plat, Minor Development Plat, or Condominium Map, the applicant shall record the association documents approved by the Town in the Office of the Clerk and Recorder for Douglas County.

(d) Association documents. The association documents shall require, at a minimum:

(1) Mandatory membership.

- a. All owners of lots, condominium units or of property within the subdivision shall be members of the association.
- b. The members of the association shall share equitably in the costs of operating the association, including the costs of maintaining all private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, which are not dedicated to or accepted by the Town or by a special district organized for such purposes. The association documents shall require, at minimum, that the costs of such maintenance shall be collectable from the owner of the lot, unit, or property to which such costs are assessed; and that such costs shall be and constitute a lien upon such lot, unit, or property.

(2) Maintenance of property.

- a. Associations shall maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the Final Plat, Minor Development Plat, Condominium Map, and/or subject to a license agreement(s) with the Town, and shall assume all responsibilities for such maintenance as shown on the Final Plat, Minor Development Plat, Condominium Map, and/or described in the license agreement(s), except as otherwise stated in a Subdivision Agreement or Development Agreement between the Town and property owner.
- b. Associations shall have covenants regarding maintenance requirements for individual member's lots, units, or properties that have standards meeting or exceeding those contained in the Parker Property Maintenance Code. The covenants shall provide the association with the ability to enforce the rules and regulations set forth in the covenants. The association documents shall give the Town the authority to require the association to perform routine maintenance and repairs necessary to keep the property within the subdivision or condominium in good condition, in accordance with the standards that meet or exceed those in the Parker Property Maintenance Code.
- c. If the association does not respond to a notice of violation from the Town regarding maintenance within 30 calendar days of the date of such notice, the Town shall have the right to perform the work itself or hire a contractor to perform the work and assess each property owner of the association and/or each owner of property within the subdivision, or unit within a condominium, a fee to recover its costs. Such fee shall include an administrative charge equal to 15 percent of the cost of the work performed. The costs may be recovered in a Municipal Court proceeding. The Town may also assess and file a lien against any property within the subdivision, or any unit within the condominium, for the cost of the work that was performed by the Town. The lien shall be a first and prior lien to all other liens.

- (3) **Town approval to amend or terminate.** The association documents shall include a provision requiring the Town's written consent to amend or terminate any of the covenants that are the subject of this Section 13.08.140(d).
- (4) **Additional association responsibilities.**
- a. **Trash and recycling collection.** Associations shall have covenants requiring regular trash and recycling collection and the association shall be responsible for regular trash and recycling collection for all lots or units, common amenities/facilities and parks and open space.
 - b. **Public access.** Associations shall provide cross-access easements providing public access to all parks, open space, trails, and accessory uses/facilities, including, but not limited to, public bathrooms, parking, play equipment and seating.
 - c. **Association documents.** Associations shall make available within seven days of request, at no charge to the Town, association records related to the requirements contained in this Section 13.08.140(d), including, but not limited to, the association's governing documents, covenants, bylaws, meeting agendas and minutes, capital improvement plans, and budgets.
- (5) **Exemption.** The Planning Director may exempt residential subdivisions containing less than ten detached dwelling units from the requirements of this Section 13.08.140, where the applicant can demonstrate that:
- a. The proposed subdivision has no maintenance responsibilities or that maintenance responsibilities have been assigned to and accepted by a special district.
 - b. The enforcement of covenants is made through a different agreement or arrangement or the use of a party wall agreement.
- (6) **Failure to comply.** The Town, through the Planning Director, shall have the authority to withhold approvals, permits and certificates of occupancy in the event that an applicant fails to comply with the requirements of this Section 13.08.140.

Chapter 13.09 Sign Code

13.09.010 Purpose.

The purpose of this Chapter 13.09 is to promote the public health, safety, and welfare by establishing standards and criteria for the construction and maintenance of all signs in the Town that are subject to the provisions of this Chapter and to:

- (a) Enhance and protect the physical appearance of the Town;
- (b) Further the values, goals and policies set forth in the Town's Master Plan;
- (c) Protect property values;
- (d) Promote and maintain visually attractive, high-value residential, retail, commercial and industrial areas;
- (e) Promote the economic well-being of the community by creating a favorable physical image;
- (f) Ensure that signs are located and designed to:
 - (1) Provide an effective means of way-finding in the community;
 - (2) Afford the community an equal and fair way to advertise and promote its products and services;
 - (3) Reduce sign clutter and the distractions and confusion that may be contributing factors in traffic congestion and accidents, and maintain a safe and orderly pedestrian and vehicular environment;
 - (4) Minimize the disruption of the scenic views that when maintained protect important community values;
 - (5) Afford businesses, individuals, and institutions a reasonable opportunity to use signs as an effective means of communication; and
 - (6) Provide review procedures that assure that signs are consistent with the Town's objectives and within the Town's capacity to efficiently administer the regulations; and
- (g) Provide for and ensure the protection of the free speech rights of the Town's citizens, residents, businesses, and visitors as established in the United States and Colorado Constitutions.

13.09.020 General provisions.

(a) Applicability. All construction, relocation, enlargement, alteration, and modification of signs within the Town shall conform to the requirements of this Chapter 13.09. More information about when these standards are applied is available in Table 13.08.A.

(b) Interpretations.

- (1) Unless otherwise stated in this Chapter 13.09, all determinations, findings, and interpretations shall be made by the Planning Director.
- (2) No provision of this Chapter 13.09 shall be interpreted as authorizing the erection or maintenance of any sign or display in a manner that would conflict with the provisions of the Colorado Roadside Advertising Act, Section 43-1-401, et seq. , C.R.S., as the same may be amended from time to time.
- (3) In the event of a conflict between this Chapter 13.09 and any other applicable provision of federal, state, or local law, the provision that best complies with applicable federal and state law governing permitted regulation of signs shall apply.
- (4) This Chapter 13.09 is not intended and shall not be interpreted to restrict noncommercial speech on the basis of its content, viewpoint, or message. Any commercial sign authorized to be erected by this Chapter may display a noncommercial message.

(c) Exemptions. The following signs and displays are exempted from regulation and permitting under this Chapter 13.09:

- (1) Any sign required by a valid and applicable federal, state, or local law, ordinance, or regulation;
- (2) Signs and other visual displays erected by, or at the direction of, federal, state, or local governmental or quasi-governmental agencies;
- (3) Any sign not legible from any right-of-way or adjacent property;
- (4) Holiday lighting displays that are temporarily affixed to a building or landscaping; provided that such displays:
 - a. Comply with the lighting standards set forth in Section 13.08.110(c)(3); and
 - b. May not be displayed for longer than two consecutive months per year in all zoning districts except such displays are allowed year-round in the Downtown East zoning district;
- (5) Any sign smaller than two square feet in area, that is located on a residential parcel;
- (6) Signs conforming to or required by the Manual of Uniform Traffic Control Devices, as published by the Federal Highway Administration from time to time under 23 Code of Federal Regulations, Part 655, Subpart F;
- (7) Signs on athletic fields and scoreboards intended for on-premises viewing;
- (8) Signs located on any property owned by the Town and not specifically addressed in this Chapter 13.09;
- (9) Signs displayed on motor vehicles, including trucks, buses, trailers, or other motor vehicles operated in the normal course of business, subject to the following limitations:
 - a. Any vehicle used for the display of a motor vehicle sign shall have all required State of Colorado licenses, license plates and inspection stickers, and must be currently operable;
 - b. Any vehicle used for the display of a motor vehicle sign must be regularly operated, which means that the vehicle must leave the premises on a regular basis for a business purpose, and any such vehicle shall not be parked longer than 12 continuous hours at a location that is more than 150 feet from a business location unless such vehicle is being offered for sale, lease, or rent from such business;
 - c. Any motor vehicle sign shall be magnetic, have vinyl graphics, or be painted directly on the vehicle; and
 - d. Any motor vehicle sign attached to a hitch on the motor vehicle shall not protrude more than 18 inches from the rear bumper of the vehicle.
- (10) Signs displayed pursuant to an approved community event plan pursuant to Chapter 10.08, *Community Events*, of the Parker Municipal Code.
- (11) Any permanent freestanding sign(s) meeting the requirements of Section 13.09.050(f)(3).
- (12) Any window sign(s) under six square feet in area.

(d) Prohibited signs. Without limiting the generality of any other permissions or prohibitions in this Chapter 13.09, the following signs are expressly prohibited:

- (1) Except pursuant to Chapter 10.13, *Signage Within Streets and Sidewalks*, of the Parker Municipal Code, any sign placed by a nongovernmental person or entity and located within the right-of-way;
- (2) Any sign or display that would conflict with the provisions of the Colorado Roadside Advertising Statute, Section 43-1-401, et seq., C.R.S., as the same may be amended from time to time;
- (3) Flashing, moving, animated, coursing, blinker, racer-type, intermittent, rotating, moving, or revolving signs and/or devices, whirligig devices, inflatable signs and tethered balloons, pennants, ribbons, streamers, spinners, and other similar types of attention-getting devices, except for changeable copy signs that comply with the applicable regulations in this Chapter 13.09;

- (4) Handheld commercial signs;
- (5) Signs that incorporate projected or three-dimensional images;
- (6) Signs that, emit any sound that is intended to attract attention;
- (7) Signs that involve the use of live or preserved animals;
- (8) Roof signs and other roof-mounted signs or signs that project above the highest point of the roofline or fascia of a building to which the sign or signs are attached;
- (9) Temporary signs with more than one face where the faces meet at an angle greater than zero degrees, as shown in Figure 09.1 (otherwise referred to as V-shaped or angle signs);

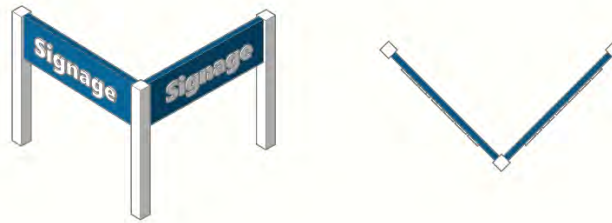


Figure 09.1 V-Shaped or Angle Signs

- (10) Signs advertising or promoting businesses or events of a commercial nature occurring on a parcel other than that upon which the sign is located, except as expressly allowed in this Chapter 13.09;
 - (11) Signs with more than two faces;
 - (12) Signs that concern illegal commercial activity or are false or misleading; and
 - (13) All other signs not expressly allowed pursuant to this Chapter 13.09.
- (e) Registration required.** Registration pursuant to the administrative procedures set forth in Section 13.03.040(o), *Sign permit or temporary sign registration*, shall be required for all temporary signs allowed under this Chapter 13.09, unless otherwise exempted by Subsection (f) below or by another provision of this LDO.
- (f) Permit required.**
- (1) A Sign Permit issued pursuant to the administrative procedures set forth in Section 13.03.040(o), *Sign permit or temporary sign registration*, shall be required for construction or installation of all permanent signs allowed under this Chapter 13.09, unless otherwise exempted by another provision of this LDO. In addition, a new Sign Permit shall be required for any change or modification to the sign location, size, shape, or other characteristic of the sign except its message such as replacing a panel in an existing multi-tenant monument sign.
 - (2) An application for a Sign Permit shall meet the following criteria:
 - a. The proposed signs shall not interfere with required sight distances and sight distance triangles as established in the LDO and the Roadway Design and Construction Criteria Manual, or as otherwise determined by the Town.
 - b. The proposed signs shall not provide a safety or security hazard to pedestrians, drivers, or the general public, and shall not interfere with pedestrian and bicycle movements.
 - c. The proposed signs shall be designed to minimize graffiti and vandalism and shall be designed to minimize the collection of trash and litter.

- d. The proposed signs shall not be located within any utility or drainage easement unless allowed pursuant to Section 13.09.050(f)(2)c.

(g) Rules of measurement. The following regulations shall control the computation and measurement of sign area, sign height, building frontage and street frontage:

(1) Sign area.

- a. **Generally.** The sign area shall include the face of all the display area of the sign. The sign area shall include the frame and structural support unless such structural support is determined to be an architectural feature or detail as defined in Section 13.02.020 or except as specifically exempted by Subsection d. below. Architectural features that are either part of a building or part of a freestanding structure as illustrated on an approved Site Plan and sign plan elevations are not considered signs and are thus exempt from these regulations, however, any architectural feature that is part of a sign structure shall be subject to the height restrictions in this Chapter 13.09.
- b. **Backgrounds.** For a sign that is framed, outlined, painted, or otherwise prepared and intended to provide a background for a sign display, the area of the sign shall be the entire area within a single contiguous perimeter of not more than eight straight lines enclosing the extreme limits of the sign, including the background or frame.
- c. **Irregular shapes.** For a sign comprised of individual letters, figures or elements on a wall or similar surface of a building or structure, the area of the sign shall be the entire area within a single contiguous perimeter of not more than eight straight lines enclosing the extreme limits of all the elements in the display. For other irregularly shaped or circular signs, the area may be measured by means including mathematical methods of calculating area, i.e., πr^2 for a circular sign, etc. When separate elements are organized to form a single sign, but the elements are separated by open space, the area of the sign shall include all the display areas, including the space between the elements.
- d. **Sign faces.** For freestanding and projecting signs, the sign area shall be computed by the measurement of: (a) both of the sign faces when both sign faces contain a display; or (b) only one of the sign faces when the reverse sign face is blank. For any sign that has two display surfaces that do not comply with the above regulation, then each surface shall be included when determining the area of the sign. In determining the area of freestanding signs, the following shall be exempted from being considered as part of the maximum allowed sign area:
1. The air space under a freestanding sign between supporting posts, other airspace between a projecting sign and the wall to which it is attached. (See Figure 09.2)

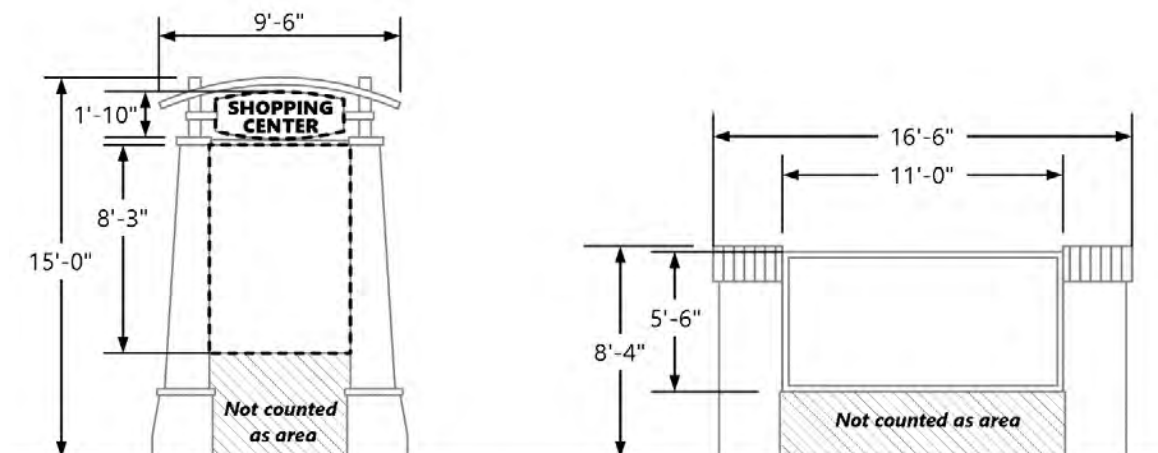
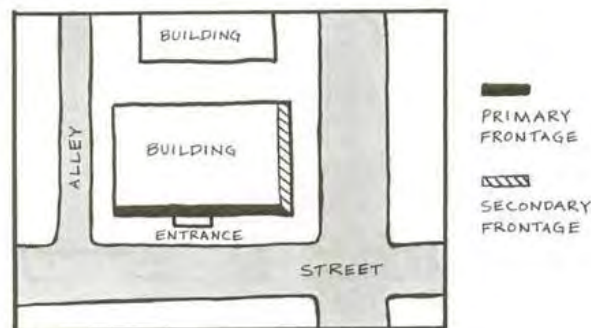


Figure 09.2 Calculation of Freestanding Sign Area

2. Additional base area, framing or structural supports or other portions of the sign when such areas are determined to be:
 - a) Constructed and designed with materials that are similar to, or compatible with, the architecture of the building or other site features;
 - b) Not intended or designed to include messages; and
 - c) Exclusive of colors, trademarks or any other decorative design features that are primarily intended to attract attention rather than be unobtrusive or compatible with the architecture of the building or other site features.
- (2) **Sign height.** The height of a freestanding sign shall be measured from the elevation of the edge of the nearest public right-of-way facility immediately adjacent to or nearest the sign structure, to the highest point of the sign, its frame or decorative features, unless the elevation is higher than the base of the sign, in which case it is measured from the base of the sign or the predevelopment grade, whichever is lower.
- (3) **Building frontage.**
- a. For the purposes of this Chapter 13.09 and for determining allowable wall sign area: The building frontage shall be measured along such building wall between the exterior faces of the exterior sidewalls.
 - b. In the case of an irregular wall surface, a single straight line approximating such wall surface shall be used to measure the wall's length.
 - c. For multi-occupant buildings, the portion of a building that is owned or leased by a single occupant shall be considered a building unit. The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.
 - d. The primary frontage shall be the building frontage that includes the main access point to a building or building unit. (See Figure 3.)
 - e. The secondary frontage shall be all other frontages. (See Figure 09.3)

**Figure 09.3 Primary and Secondary Frontage**

- (4) **Street frontage.** Standards in this Chapter 13.09, that are based on a minimum length of the street frontage, shall also apply to any portion of a street frontage unless the specific regulation states otherwise.
- (5) **Sign setbacks.** The required setbacks for the sign shall apply to all elements of the sign, including its frame and base. The setback shall be measured from the parcel boundary or the interior line of the sidewalk, whichever is less permissive.

(h) Definitions. Definitions of terms related to the regulation of signs are in Section 13.02.020, Definitions, and are grouped as “sign-related definitions”.

(i) Flexibility and Relief.

- (1) **Administrative allowances.** Administrative allowances of some of the standards in this Chapter 13.09 are available pursuant to Section 13.03.030(f)(4) and 13.09.050(g)13.03.040(c).
- (2) **Administrative adjustments.** Administrative adjustment of some of the standards in this Chapter 13.09 are available pursuant to Section 13.03.040(c).
- (3) **Major modifications.** Major modifications to a Sign Permit or other approval granted pursuant to this Chapter 13.09 are available pursuant to Section 13.03.040(j).
- (4) **Variances.** Variances from some of the standards in this Chapter 13.09 are available pursuant to Section 13.03.040(x).
- (5) **Waivers.** Waivers from some of the standards in this Chapter 13.09 are available pursuant to Section 13.03.040(y).

13.09.030 General requirements for all allowed signs.

All signs requiring a Sign Permit under this Chapter 13.09 shall comply with the provisions set in this Section 13.09.030, except to the extent superseded by a Planned Sign Program approved pursuant to Section 13.03.040(l) or a Variance approved pursuant to Section 13.03.040(x).

(a) Preservation of sight lines. For the purpose of assuring that drivers and pedestrians have adequate visibility at the intersection of a roadway, street, driveway, trail or alley, no sign or portion of a sign shall be designed or erected in a manner so as to conflict with the Roadway Design and Construction Criteria Manual standards for minimum sight distances and/or sight distance triangles.

(b) Illumination. In addition to complying with the standards set forth in Section 13.08.110, *Exterior lighting*, all illumination of signs shall comply with the following standards. In the event of a conflict between this Section 13.09.030 and Section 13.08.110, *Exterior lighting*, the provisions of this Section shall govern.

- (1) **Animation.** Signs shall not include animated, flashing, moving or intermittent illumination, except that the message on any changeable copy sign may change at the rate established in Section 13.09.050(c)(1), *Changeable copy signs*.
- (2) **Illumination prohibited.** Illumination shall be prohibited on all signs accessory to a single-family dwelling, or duplex dwelling, and on all temporary signs.
- (3) **Internal illumination.**
 - a. Internally illuminated signs are prohibited on parcels containing multifamily residential uses.
 - b. For signs located within 200 feet of a residential zoning district; internal illumination of the background portion of the sign is prohibited.
 - c. All internally illuminated signs shall comply with the following:
 - 1. Except as provided in Subsection 3. or 4. below, the sign shall be constructed with either: an opaque background and translucent letters and symbols or a translucent darker-colored background with a lighter contrasting color for the letters and symbols;
 - 2. Internal lighting shall not include exposed neon, LED, incandescent, fluorescent, or other bulbs;

3. A changeable copy sign may be internally illuminated;
4. Internally illuminated signs shall not be allowed within the Downtown East zoning district.

(4) External illumination.

- a. Signs on a parcel containing one or more multifamily residential uses may be externally illuminated pursuant to the provisions of this Section 13.09.030(b)(4).
- b. Signs located within a subdivision tract may be externally illuminated pursuant to the provisions of this Section 13.09.030(b)(4).
- c. The external illumination of freestanding signs shall comply with the following:
 1. For signs that have a height greater than eight feet, any external lighting must be from the top of the sign and directed downward; and
 2. The lighting of signs that have a height of eight feet or less may be illuminated from the top of the sign or from the ground.
- d. Externally illuminated building signs may only be illuminated from the top of the sign.
- e. Light sources for externally illuminated signs must be shielded and directed so that the light shines on the sign and that illumination beyond the sign face is minimized.

(c) Construction. All signs shall be constructed pursuant to the following requirements:

- (1) **Compliance with building code.** The construction, erection, safety, and maintenance of signs shall comply with all building regulations of the Town, including Building Permit requirements where necessary. Electric signs and all permanent signs involving structural requirements of the building code shall be installed, repaired, altered, and serviced only by a contractor licensed to perform such tasks.
- (2) **Safety.** Signs shall be structurally sound and located so as to pose no threat to pedestrian or vehicular traffic. No sign regulated by this Chapter 13.09 shall be erected in proximity to railroad crossings or at the intersection of any streets in such a manner as to obstruct free and clear vision; at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign signal or device; or that makes use of any word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

(3) Materials.

- a. Permanent signs shall be fabricated on and of materials that are of good quality, durable, weather-resistant, fastened or anchored sufficiently as described in this Section. Fabric or similar materials are not allowed for permanent signs. All wood sign components shall be stained or painted to ensure durability. Permanent freestanding signs shall complement the architectural style, character, materials, color, and detail of adjacent buildings.
- b. Temporary signs shall be durable and weather-resistant and fastened or anchored sufficiently, whether attached to the building or positioned in the ground. If a lightweight fabric or similar material is being used as a freestanding temporary sign, it shall be mounted securely to a solid, hard-backed, rigid surface.

(4) Support.

- a. No sign, including temporary signs, shall be attached to a fence, retaining wall, utility box, utility pole, tree, trash receptacle, bench or other structure not intended or approved as a sign support except as otherwise provided in this Chapter 13.09.
- b. As an exception to Subsection (4)a. above, temporary signs on a construction site as described in Section 13.09.040(d)(2) may be attached to a fence or construction trailer.

(5) **No obstruction.** No sign shall be erected and located so as to obstruct any window, door, fire escape, balcony, platform, stairway, ladder, vent or other means of ingress and egress of any building.

(6) **Maintenance.** All signs shall be maintained pursuant to Section 13.08.130(a)(3), *Signs*.

13.09.040 Temporary signs on developed parcels.

(a) **Purpose.** The purpose of this Section 13.09.040 is to reinforce and enhance the unique character of the residential and nonresidential parcels within the Town in an appropriate manner. An excessive number of signs, improper placement of signs, or excessive sign area can create visual clutter that detracts from the aesthetic quality of the Town's residential neighborhoods.

(b) **Applicability.** All temporary signs that require Sign Registration shall comply with the provisions in this Section except to the extent superseded by a Planned Sign Program approved pursuant to Section 13.03.040(l). In the event of a conflict between the standards in this Section 13.09.040 and the provisions of Chapter 10.13, *Signage within Streets and Sidewalks*, of the Parker Municipal Code, the provisions of Chapter 10.13 shall apply.

(c) **General standards.** Temporary signs must be registered pursuant to Section 13.03.040(o) and must comply with the dimensional limitations set forth in this Section 13.09.040, as applicable. Temporary signs may not be placed within the public right-of-way except pursuant to Chapter 10.13, *Signage within Streets and Sidewalks*, of the Parker Municipal Code.

(d) Temporary sign type-specific standards.

(1) Temporary banners.

- a. In addition to the sign(s) allowed on a parcel pursuant to this Chapter 13.09, one banner of up to 40 square feet and registered pursuant to Section 13.03.040(o) shall be allowed on each nonresidential parcel while the Town is reviewing a permit application for one or more permanent signs on the same parcel. This temporary banner must be removed upon the completion of the installation of the permanent sign subject to such permit or the expiration of the approval of the Sign Permit, whichever occurs first.
- b. The permitted temporary banner shall be affixed to a building, except that temporary banners on construction sites may be attached to fences or trailers. No temporary freestanding banners are allowed.
- c. Banners placed pursuant to this Section 13.09.040(d)(1) shall not be subject to the aggregate sign area limitations of Sections 13.09.050(e) and 13.09.050(f).

(2) Temporary signs on construction sites.

- a. In addition to any temporary signs allowed pursuant to Section 13.09.040(d)(3), temporary signs of any type allowed by Section 13.09.040(d) may be displayed on a parcel for the duration of any active construction of a new building that will contain a principal use and requiring a Building Permit and occurring on that parcel, provided that each sign complies with the following standards.
 1. Signs may be attached to fences or construction trailers or may be freestanding;
 2. Signage along local residential street frontages shall be required to conform with the provisions of this Chapter 13.09 for other types of signs at that location and shall not be allowed any additional signage; and
 3. Signs shall comply with the dimensional and duration standards set forth in Section 13.09.040(e).
- b. For purposes of this Section 13.09.040(d)(2), a subdivision tract shall be deemed to have active construction requiring a Building Permit so long as any one parcel within the same subdivision filing has active construction of new residential units requiring a Building Permit.

(3) Temporary freestanding signs.**a. Sign area allowance ("32/64").**

1. Notwithstanding any other provision of this Chapter 13.09, each separate nonresidential parcel shall be allowed one freestanding sign, displayed for no longer than 12 consecutive months, for each street frontage, pursuant to the following standards:

Table 13.09.A: Dimensional Standards for Temporary Freestanding Signs			
	Maximum Sign Area Per Face (sq. ft.)	Maximum Total Sign Area	Maximum Sign Height (ft.)
Street Frontages with Posted Speed Limits < 45 m.p.h.	16	32	8
Street Frontages with Posted Speed Limits ≥ 45 m.p.h.	32	64	8

2. If the freestanding sign is to be made permanent, a Planned Sign Program meeting the standards set forth in Section 13.03.040(l) is required.
3. If there is no available land to place such freestanding sign, an additional banner sign may be substituted so long as such banner sign meets the requirements of Section 13.09.040(d)(1).
4. Any sign that meets the requirements of this Section shall not be subject to the permitting requirements of Section 13.03.040(o); but the duration of display of the temporary banner may not exceed 12 months, unless the temporary sign is located on a vacant parcel or subdivision tract, in which case the time limitations set forth in this Section shall not apply.

b. Duration.

1. Except for temporary freestanding signs that comply with Subsection a. above, any temporary freestanding sign may be displayed for a maximum of 90 days per calendar year, plus one extension of an additional 60 days if resubmitted to the registry pursuant to Section 13.03.040(o).
2. The display duration in Subsection b.1 above shall not apply to any sign placed on a parcel of real property during any time period in which the parcel is actively listed for sale, as evidenced by such parcel's listing in a multiple listing service or other real estate listing service.

(4) Sandwich board signs. All sandwich board signs shall comply with the following standards:

- a. Sandwich board signs shall not be allowed within the public right-of-way except pursuant to Chapter 10.13, *Signage within Streets and Sidewalks*, of the Parker Municipal Code.
- b. Sandwich board signs must be located within 20 feet of the principal entrance of the building or building area occupied by the individual or entity posting the sandwich board sign.
- c. Sandwich board signs shall not obstruct any sidewalk, parking areas, or drive aisles or be located in any place that would violate with the Americans With Disabilities Act.
- d. One sandwich board sign shall be permitted in connection with an approved Mobile Business Permit as described in Section 13.05.060(c)(3).
- e. Sandwich board signs shall comply with the dimensional and duration limitations set forth in Section 13.09.040(e).

(e) Dimensional and design standards for temporary signs.

- (1) The following dimensional limitations shall apply, by sign type and parcel type, to temporary signs on residential and nonresidential parcels. Additional limitations may apply to the sign types referenced below in Section 13.09.040(d).

Table 13.09.B: Dimensional and Duration Standards by Temporary Sign Type				
Sign Type	Maximum Sign Area (per sign) (sq. ft.)	Maximum Sign Area (total) (sq. ft.)	Maximum Height (ft.)	Display Duration Limitations
Banner	40	40 per occupant	-	15 consecutive days per banner. [1]
Construction Sites	32 on street with speed limits < 35 MPH 64 on street with speed limits ≥ 35 MPH	None. Three signs permitted per highway, arterial, collector or nonresidential local street frontage	-	Duration of any active construction of a new building that will contain a principal use, requiring a Building Permit and occurring on that parcel
Freestanding	32	64 per parcel	8 [2]	See Subsection 13.09.040(d)(3)b.
Sandwich Board	8	8 per occupant	4	During the operating hours of the individual or entity posting the sign
Window	The lesser of: 25 % of aggregate window sign area for any single occupant of a parcel; or 150 square feet of aggregate window sign area for any single occupant of a parcel		-	None
Notes: [1] Banners may be displayed on up to six separate occasions per year, and no extensions shall be permitted. [2] Temporary freestanding signs located within the Downtown East zoning district shall not exceed five feet in height.				

- (2) Notwithstanding the limitations of Section 13.09.050(e)(1), an additional six square feet of sign area used exclusively for one or more temporary signs meeting the requirements of Section 13.09.040 shall be allowed for each single-family and duplex residential parcel and an additional 40 square feet of sign area used exclusively for one or more temporary signs meeting the requirements of Section 13.09.040 shall be allowed for each multifamily residential parcel. All temporary signs must be registered pursuant to Section 13.03.040(o).

13.09.050 Permanent signs on developed parcels.

- (a) **Purpose.** The purpose of this Section 13.09.050 is to reinforce and enhance the unique character of the residential and nonresidential parcels within the Town in an appropriate manner. An excessive number of signs, improper placement of signs, or excessive sign area can create visual clutter that detracts from the aesthetic quality of the Town's residential neighborhoods.
- (b) **Applicability.** All signs that require a Sign Permit shall comply with the provisions in this Section 13.09.050, except to the extent superseded by a Planned Sign Program approved pursuant to Section 13.03.040(l).
- (c) **Permanent sign type-specific standards.**
- (1) **Changeable copy signs.** Signs containing changeable copy shall comply with the following standards:
- The changeable copy shall not change more than two times per calendar day;
 - Changeable copy may be changed electronically, mechanically, or manually; and
 - All changeable copy signs shall comply with the dimensional limitations set forth in Section 13.09.050(d).

(2) Flags. All flags shall conform to the following standards unless included in an approved Planned Sign Program pursuant to Section 13.03.040(l). Flags that meet these standards shall not count toward the allowed sign area in Sections 13.09.050(e) and 13.09.050(f) and shall not require a Sign Permit pursuant to Section 13.03.040(o).

- a. No more than two flagpoles shall be allowed per parcel; The maximum flagpole height for nonresidential parcels shall be determined based on the size of the flag area, as follows:

Table 13.09.C: Maximum Flagpole Height for Nonresidential Parcels	
Flag Area (per face)	Maximum Flagpole Height
15 s.f. or smaller	20 ft.
15 s.f.—25 s.f.	25 ft.
25 s.f.—40 s.f.	35 ft.
40 s.f.—60 s.f.	45 ft.
Larger than 60 s.f.	50 ft.

- b. Illumination of flags shall comply with the provisions of Section 13.08.11013.08.110, *Exterior lighting*.
- c. Flags shall comply with the dimensional standards set forth in Section 13.09.050(d).

(3) Permanent freestanding signs. All permanent freestanding signs shall comply with the following standards:

- a. Permanent freestanding signs shall not impede pedestrian movement into and out of structures and along the sidewalk or street right-of-way.
- b. Permanent freestanding signs may not be located in utility, drainage, public access, parking, or circulation easements unless approved in writing by all easement holders.
- c. Permanent freestanding signs shall comply with the dimensional limitations in Section 13.09.050(d).

(4) Instructional signs. All instructional signs shall comply with the following standards:

- a. The number of instructional signs located on the site is the minimum needed to serve the intended instructional purpose.
- b. The signs are not located or designed to be legible or serve to attract attention beyond the perimeter of the site.
- c. Instructional signs that meet the foregoing requirements shall not count toward the allowed sign area set forth in Sections 13.09.050(e) and 13.09.050(f).
- d. Instructional signs shall comply with the dimensional limitations in Section 13.09.050(d).

(5) Projecting signs. Projecting signs shall be allowed for each building occupant with a minimum of 10 feet of occupant building frontage and shall comply with the following standards.

- a. Projecting signs may not extend further than five feet from a building frontage.
- b. The bottom of any projecting sign must be a minimum of eight feet above the sidewalk and/or grade.
- c. Projecting signs may have a zero-lot line setback; provided, however, where projecting signs extend over a public right-of-way, a license agreement must be received from the Town.
- d. Projecting signs must be of a scale consistent with and appropriate for the building to which they are affixed.
- e. Projecting signs shall comply with the dimensional limitations in Section 13.09.050(d).

(6) Residential subdivision entry signs on fences. Residential signs on masonry fences or retaining walls may be permitted through a Planned Sign Program if the sign(s) meet the following standards:

- a. The sign will be located at the entrance to the residential development.

- b. The location of a freestanding sign is prohibited by one of the following:
 - 1. Easement
 - 2. Right-of-way
 - 3. Landscape, site triangle or other design constraint
 - 4. Allows for better design without visual clutter.
- c. The design must be integrated into the wall/fence, be to scale and have compatible uses.
- d. Sign may not be located on a wood fence.

(d) Dimensional and design standards for permanent signs. The following dimensional limitations shall apply, by sign type and parcel type, to permanent signs. Permanent signs shall also be subject to the aggregate area limitations per parcel as set forth in Sections 13.09.050(e) and 13.09.050(f). Additional limitations may apply to the sign types referenced below as set forth in Section 13.09.050.

Table 13.09.D: Dimensional Standards by Permanent Sign Type				
Sign Type	Parcel Type	Maximum Sign Area (per sign) (sq. ft.)	Maximum Height (ft.)	Minimum Setback From ROW (ft.) [1]
Building-Mounted (except Projecting or Window)	Residential	Not Permitted unless multifamily dwelling in the Downtown East or Downtown West zoning districts that shall meet the nonresidential standards below.		
	Nonresidential	Refer to Section 13.09.050(f)(1).		
Changeable Copy	Residential	Not Permitted		
	Nonresidential	20	8 for single principal use 15 for multiple principal uses	10
Flag	Residential	50 (25 per face)	25	1 per 1 foot of pole height
	Nonresidential	200 (100 per face)	See Subsection 13.09.050(c)(2)a.	
Freestanding	Residential	24	8	See Subsection 13.09.050(f)(2)b.
	Nonresidential	See Subsection 13.09.050(f)(2).		
Instructional	Residential	6	5	5
	Nonresidential	15	5	5
Projecting	Residential	Not permitted unless multifamily dwelling in the Downtown East or Downtown West zoning districts that shall meet the nonresidential standards below.		
	Nonresidential	30	-	-
Window	Residential	Not Permitted		
	Nonresidential	6	-	-
Residential Subdivision Entry	Residential	80 (40 per face)	8	-
Notes:				
[1]: The minimum setback from the right-of-way is five feet in the Downtown East zoning district. The minimum setback for any sign over six feet in height in all districts except the Downtown East zoning district is 20 feet.				

(e) Aggregate sign area for residential parcels. These standards apply to all signs on lots in a residential zoning district, except for signs located on open space, park, landscape, or detention tracts treated as nonresidential signs and subject to the standards in Section 13.09.050(f).

(1) Total sign area limitation. Except as otherwise permitted in this Section 13.09.050(e), the aggregate area of all signs located on a residential parcel shall not exceed the lesser of:

- a. Six square feet per each dwelling unit located on such parcel; or

- b. 60 square feet per building containing one or more dwelling units located on such parcel.

(2) **Exemptions from maximum allowed sign area.** The following sign types shall be exempt from the maximum allowed sign area per residential parcel in Subsection (e)(1), above.

- a. Temporary signs located on construction sites allowed per Section 13.09.040(d)(2); and
- b. Instructional signs allowed pursuant to Section 13.09.050(c)(4).

(3) **Sign types allowed.** The aggregate sign area permitted under Subsection (e)(1) above may include any combination of signs allowed pursuant to Section 13.09.040(e) and 13.09.050(d).

(f) Aggregate sign area for signs on nonresidential parcels.

(1) Building-mounted signs.

- a. Subject to the maximum sign area allowances set forth in Table 13.09.E below, for each building on a nonresidential parcel, the area of all allowed permanent building-mounted signs per building or building unit frontage shall not exceed the following: 30 square feet, plus the greater of either:
 - 1. One square foot per linear foot of frontage over 30 linear feet up to 75 linear feet, then one square foot per 2.5 feet over 75 linear feet of frontage; or
 - 2. One square foot per 200 square feet of gross leasable floor area over 900 square feet.
- b. In addition to the building-mounted signs in Table 13.09.E, additional sign area is permitted for each of the building's primary and secondary frontages according to the following:
 - 1. For a building with two floors, the additional permitted aggregate sign area is 40 square feet per building wall.
 - 2. The additional aggregate sign area in Subsection b.1 above may be increased by 10 square feet for each additional floor in the building.
 - 3. Any building sign that uses the additional sign area permitted pursuant to this Section 13.09.050(f)(1) must be located above the floor height of the highest floor in such building.
- c. For each building on a nonresidential parcel, the aggregate area of all allowed permanent building signs per building shall not exceed the limits in the following table, measured on a per building basis:

Table 13.09.E: Aggregate Permanent Building-Mounted Sign Area Allowed

Size of Building (sq. ft.)	Maximum Aggregate Building Sign Area (sq. ft.)	Maximum Area Per Building Sign (sq. ft.)	Aggregate Sign Area Bonuses	
			Planned Sign Program Required to Receive Bonus?	Adjacent ROW Exceeds 65 MPH (sq. ft.)
< 55,000	450	150	N/A	none
≥ 55,000 and < 100,000	500	300	yes	150
≥ 100,000 and < 125,000	550	300	yes	275
≥ 125,000 and < 150,000	600	350	yes	300
≥ 150,000	700	350	yes	350

(2) Permanent freestanding signs.

- a. **Additional permanent freestanding sign allowance.** In addition to the base allowance for sign(s) set forth in 13.09.050(f)(1) above, additional permanent freestanding signs may be placed on nonresidential parcels pursuant to the following table:

Table 13.09.F: Additional Permanent Freestanding Sign Allowances				
Parcel Type	Maximum Sign Area Per Face (sq. ft.)	Maximum Aggregate Sign Area (sq. ft.)	Maximum Number of Signs Per Parcel	Maximum Height (ft.) [1]
Multiple Principal uses	100	200	1 sign per access driveway	15
Single Principal use				
Lot Size < 8 acres	40	80	1	8
Lot Size ≥ 8 acres	40	80	1 sign per street frontage	8
Notes:				
[1] Freestanding signs located within the Downtown East zoning district shall not exceed seven feet in height.				

- b. **Sign base and setback limitations.** In addition to the limitations set forth in this Section 13.09.050(f)(2), all freestanding signs shall meet the following standards:

Table 13.09.G: Sign Base and Setback Limitations for Freestanding Signs		
	Sign Base Width Minimum	Minimum Setback from Parcel Boundary (ft.)
Located in Downtown East zoning district	100% of Sign Width	5
Not Located in Downtown East zoning district	50% of Sign Width	10

- c. **Signs in easement areas.** Freestanding signs may not be located in utility, drainage, public access, parking, or circulation easements unless approved in writing by all easement holders.

- (3) **Exemptions.** Instructional signs allowed pursuant to Section 13.09.050(c)(4) shall be exempt from the maximum allowed sign area per nonresidential parcel pursuant to Section 13.09.050(f)(2).

- (g) **Administrative allowance for permanent signs.** The Planning Director may adjust any dimensional standard related to signs in this Section by up to 15 percent through the process described in Section 13.03.030(f)(4), *Administrative allowances*, subject all to the requirements and limitations of that Section, if the Planning Director determines that the request meets the criteria for approval of an Administrative Allowance in Section 13.03.030(f)(4)c.

13.09.060 Temporary and permanent signs on vacant parcels and subdivision tracts.

Signage on vacant parcels and subdivision tracts shall comply with the following standards.

- (a) **Vacant parcels not subject to a Building Permit.** For any vacant parcel not subject to a Building Permit, the limitations of Section 13.09.050(f)(2) above shall apply. For purposes of this Chapter 13.09, a vacant parcel shall be treated as a nonresidential parcel with no principal use(s).
- (b) **Vacant parcels subject to a Building Permit.** On any vacant parcel for which a Building Permit has been issued, permanent signage shall be allowed pursuant to Section 13.09.050(f)(2) above and temporary signage shall be allowed pursuant to Section 13.09.040(d)(2).
- (c) **Subdivision tracts.** Permanent signs shall be allowed on each subdivision tract pursuant to Section 13.09.050(f)(2) above. Temporary signs shall be allowed on each subdivision tract pursuant to Section 13.09.040(e) or, for subdivision filings with one or more active Building Permits for new residential dwelling units,

pursuant to Section 13.09.040(d)(2). For purposes of determining maximum and aggregate permitted sign area, subdivision tracts shall be treated as nonresidential parcel.



Request for Town Council Action

Date: May 20, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.369 – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Town of Parker and the State of Colorado Acting
By and Through the Colorado Department of Transportation
Concerning Parker Road and Mainstreet Intersection Operational
Improvements - Precon (Project # STU M039-011 (26078) (OLA #
331003200, Routing No. 24-HA1-XC-00228)

Department: **Community Development, Mary Munekata**
Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The proposed ordinance will establish the required Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) that enables the Town to receive a \$500,000 grant for the planning and conceptual design of future improvements to the Parker Road and Mainstreet intersection and vicinity.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Overview

The Town Council adopted the Parker Road Corridor Plan (the Plan) on December 2, 2019. One of the major recommendations of the Plan is to make future improvements to the intersection of Parker Road and Mainstreet with what is known as a displaced left-turn, continuous flow intersection (CFI) concept. This design approach is intended to improve operations, safety and multi-modal connectivity at this important intersection in the long-term. The planning and conceptual design is the first step in implementing the Plan recommendation for this important intersection. The project will identify issues to be addressed, evaluate conceptual design alternatives and screen them for feasibility, as well as follow-up action.

Grant Application

In 2022, the Town submitted a grant application for the above-referenced project to the Denver Regional Council of Governments (DRCOG) in response to their FY 2024-2027 Transportation Improvement Program (TIP) Subregional Share Call for Projects. In mid-2023, DRCOG

notified the Town that it had been awarded a \$500,000 federal grant for the planning and conceptual design of the displaced left-turn CFI at the intersection of Parker Road and Mainstreet. The grant requires an IGA with CDOT because Parker Road (SH83) is a State highway under their jurisdiction.

Grant Summary

The \$500,000 grant will enable the Town to plan, conceptually design and determine the feasibility of the displaced left-turn CFI at the intersection of Parker Road and Mainstreet. The Town is required to provide matching funds of up to \$250,000 for a total project budget of \$750,000. As a result of the successful grant application, the Town will unlock federal funding at the ratio of 2 to 1 (or \$2 in federal funds for every \$1 in Town funds). The successful grant application will also return significant federal funding to the Town for a planned infrastructure project that will be needed in the future and that is also supported by CDOT. The grant funding will be only be used for planning and conceptual design, not construction, with any decision about whether to proceed with the construction of the project to be determined in the future subject to funding and consultation with the Town Council.

Purpose and Need

Parker Road is a regionally significant highway and transportation corridor that bisects the Town of Parker. The Parker Road corridor is heavily utilized for local and regional travel by Parker residents for in-town trips and residents from other communities traveling to in-town destinations as well as regional destinations located north and west of the Town. It is projected that local and regional growth will continue, thereby generating an increase in vehicle trips in the corridor and through the intersection of Parker Road and Mainstreet. This problem is exacerbated by the fact that our Downtown is located along Mainstreet, which is a regional destination, and the Town is planning for substantial development along Mainstreet in the future. The challenge is that the intersection of Parker Road and Mainstreet serves as the front door to Downtown and provides local and regional access to the Downtown area but will increasingly be a barrier in the future as traffic volumes increase. There is a need for a balanced approach to the important but sometimes competing needs for local access, regional through-travel and an economically vibrant Downtown that is a destination for residents, visitors and local businesses. The \$500,000 grant will enable the Town to plan and conceptually design the displaced left-turn CFI recommended by the Plan as a future improvement that supports this balanced approach.

Next Steps

After the IGA with CDOT is approved, the next step in project development includes the preparation of a Scope of Work and the issuance of a Request for Proposals (RFP). The RFP is to procure a transportation planning and design firm (or team) to assist the Town with the community engagement, planning and conceptual design process. The planned start date is early 2025 but project kick-off will depend upon the timing of the RFP process.

FINANCIAL IMPACT

Required local match of up to \$250,000

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY

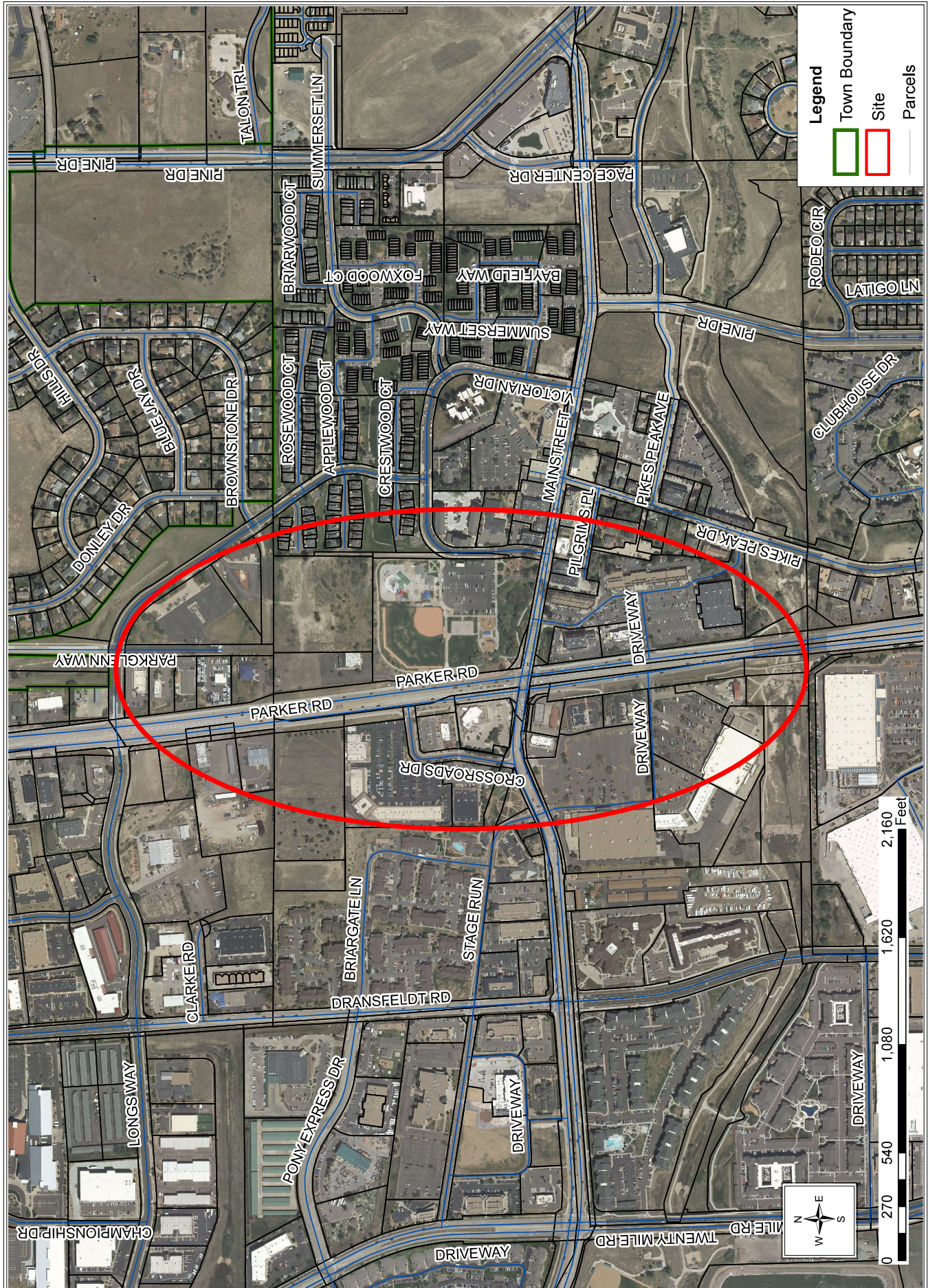
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.369

RECOMMENDED MOTION

I move to approve Ordinance No. 9.369 on second reading.

CDOT IGA Parker Road and Mainstreet



ORDINANCE NO. 9.369, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE STATE OF COLORADO ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING PARKER ROAD AND MAINSTREET INTERSECTION OPERATIONAL IMPROVEMENTS - PRECON (PROJECT # STU M039-011 (26078) (OLA # 331003200, ROUTING NO. 24-HA1-XC-00228)

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning Parker Road and Mainstreet Intersection Operational Improvements - Precon (Project # STU M039-011 (26078) (OLA # 331003200, Routing No. 24-HA1-XC-00228), 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 _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT 1OLA #: 331003200
Routing #: 24-HA1-XC-00228**STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT****Signature and Cover Page**

State Agency Department of Transportation			Agreement Routing Number 24-HA1-XC-00228
Local Agency TOWN OF PARKER			Agreement Effective Date The later of the effective date or October 04, 2023
Agreement Description Parker Road (SH83) & Mainstreet Intersection Operational Improvements- Precon			Agreement Expiration Date October 03, 2033
Project # STU M039- 011 (26078)	Region # R1	Contract Writer DMM	Agreement Maximum Amount \$625,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY TOWN OF PARKER Signature By: Jeff Toborg, Mayor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director Keith Stefanik, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed ATTEST By: Chris Vanderpool, Town Clerk Date: _____ APPROVED AS TO FORM: Town Attorney	LEGAL REVIEW Philip J. Weiser, Attorney General Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement 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: _____	

TABLE OF CONTENTS

1. PARTIES	2
2. TERM AND EFFECTIVE DATE	2
3. AUTHORITY	3
4. PURPOSE	4
5. DEFINITIONS	4
6. SCOPE OF WORK	7
7. PAYMENTS	11
8. REPORTING - NOTIFICATION	15
9. LOCAL AGENCY RECORDS	16
10. CONFIDENTIAL INFORMATION-STATE RECORDS	17
11. CONFLICTS OF INTEREST	18
12. INSURANCE	18
13. BREACH	20
14. REMEDIES	20
15. DISPUTE RESOLUTION	22
16. NOTICES AND REPRESENTATIVES	22
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	23
18. GOVERNMENTAL IMMUNITY	24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM	24
20. GENERAL PROVISIONS	24
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	27
22. FEDERAL REQUIREMENTS	29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)	29

EXHIBIT A, SCOPE OF WORK	
EXHIBIT B, SAMPLE OPTION LETTER	
EXHIBIT C, FUNDING PROVISIONS (Budget)	
EXHIBIT D, LOCAL AGENCY RESOLUTION	
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	
EXHIBIT N, FEDERAL TREASURY PROVISIONS	
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS	
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT	
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM	
EXHIBIT R, APPLICABLE FEDERAL AWARDS	
EXHIBIT S, PII CERTIFICATION	
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

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 October 03, 2033 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. 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, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award 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 **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

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

A. 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”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. 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.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**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.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**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..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“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.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope 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 Sub-Recipient Monitoring and 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”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“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.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“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.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“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.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“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.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“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. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“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.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“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.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. “**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.
- NN. “**Sub-Award**” means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. “**Subcontractor**” means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. “**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.
- QQ. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. “**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.
- SS. “**USDT**” The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. “**Work**” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

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 for 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 Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the 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 the Agreement Expiration Date and/or the 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.E**

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. 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 three (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.

vi. 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:

- a. 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.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. 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.

vii. 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.

viii. 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.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

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**.

7. PAYMENTS

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**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. 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.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. 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

- a. 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 **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

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.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency 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.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their 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 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** if applicable. 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.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

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. **This is NOT a Notice to Proceed.** 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**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

- i. 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 change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or 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.).

- ii. 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**.

iii. Option to Exercise Options i and ii.

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**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

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 Tool (**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.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration 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 or US Treasury has not closed this Federal Award within one (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.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 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 ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

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 §16.

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).

9. LOCAL AGENCY RECORDS

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") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, 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 (3) years following final disposition of such property.

B. Inspection

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 two (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. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

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. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. 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.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

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.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and

- b. \$2,000,000 general aggregate.
- C. Additional Insured

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.
- D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

- A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

- A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

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

a. 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.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. 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.

d. 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.

e. 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 non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

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 §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

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 §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor'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 Contractor 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.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Dessmund Prospero, Project Manager
CDOT
2829 W Howard Pl
Denver, CO 80204
303-512-4169
dessmund.prospero@state.co.us

For the Local Agency

TOWN OF PARKER
Mary Munekata, Senior Planner
20120 E Main Street
Parker, CO 80138
303-805-3337
mmunekata@parkeronline.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. 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.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement 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. 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.

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.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **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").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

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

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A
SCOPE OF WORK

Name of Project: Parker Road (Sh83) & Mainstreet Intersection Operational
Improvements - Conceptual Design
Project Number: STU M039-011
SubAccount #: 26078

The scope of the project is to provide 10% conceptual design drawings for the Parker Road Corridor Plan recommended alternative for displaced lefts continuous flow intersection (CFI) improvements at Parker Road (SH83) and Mainstreet. This application is a single-phase project request for conceptual design only.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds 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 C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases 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 the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

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

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. 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 OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS**Town of Parker - STU M039-011 (26078)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$625,000.00, which is to be funded as follows:

1. FUNDING		
a.	Federal Funds (80% of STBG Award)	\$500,000.00
b.	Local Agency Funds (20% of STBG Award)	\$125,000.00
TOTAL FUNDS ALL SOURCES		\$625,000.00
2. OMB UNIFORM GUIDANCE		
a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	FKZXD319N7S6
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	\$0.00
3. ESTIMATED PAYMENT TO LOCAL AGENCY		
a.	Federal Funds Budgeted	\$500,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		80% \$500,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		20% \$125,000.00
TOTAL PROJECT ESTIMATED FUNDING		100% \$625,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES		
a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$625,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$625,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 26078.10.30	Performance Period Start*/End Date	Design 3020	\$0.00
	TBD-TBD		

* The Local Agency should not begin work until all three (3) 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 (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$625,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$625,000.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$625,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire**

scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$500,000.00. For CDOT accounting purposes, the federal funds of \$500,000.00 and the Local Agency funds of \$125,000.00 will be encumbered for a total encumbrance of \$625,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$625,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more 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 CFR 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 D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E-**Local Agency Contract Administration Checklist**

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. STU M039-067		STIP No. SDR 9000	Project Code 26078 Region R-1
Project Location Parker Rd/Mainstreet			Date 9/28/2023
Project Description Parker Rd/Mainstreet Operational Improvements			
Local Agency Parker		Local Agency Project Manager Bryce Mathews/ Mary Munekata	
CDOT Resident Engineer Maria Hajihagee		CDOT Project Manager Dessmund Prospero	
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	
	5.2	Determine Delivery Method	x	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)	x x	# #
3,3A	5.5	Conduct Design Scoping Review Meeting	x	x
3,6	5.6	Conduct Public Involvement	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	x	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	x	#
3	5.10	Obtain Utility and Railroad Agreements	x	#
3	5.11	Conduct Final Office Review (FOR)	x	#
3A	5.12	Justify Force Account Work by the Local Agency	x	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	x	#
3	5.14	Document Design Exceptions - CDOT Form 464	x	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses (Must be included as a project special)	x	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	x	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	x	#
	5.21	Ensure Authorization of Funds for Construction		x
	5.22	Use Electronic Signatures	x	
	5.23	File Project Development Records/Documentation in ProjectWise		x
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		x
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Wendy Williams 9/28/2023 _____ CDOT Design Project Manager Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		x
	6.4	Enforce Prompt Payment Requirements	x	x
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☒ LCPtracker ☒	x	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	x	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	x	#
THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) ☒ Non-Federal Project (Use 7.2 series in Chapter 7) ☐				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	x	#
7		Advertise for Bids	x	#
7		Concurrence to Advertise		x
7		Distribute "Advertisement Set" of Plans and Specifications	x	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	x	
7		Open Bids	x	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		x
		Submit required documentation for CDOT award concurrence	x	
		Concurrence from CDOT to Award		x

		Approve Rejection of Low Bidder		x
7,8		Award Contract (federal)	x	#
LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA CDOT	
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	x	#
<u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED</u>				
CONSTRUCTION MANAGEMENT				
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	x	
8	8.1	Issue Notice to Proceed to the Contractor	x	#
8	8.2	Project Safety	x	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications (Structures)	x	#
		Pre-survey • Construction staking • Monumentation	x x	
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	x	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	x	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." _____ Phone number Local Agency Professional Engineer	x	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	x	
		Construction inspection and documentation (including projects with structures)	x	
		Fabrication Inspection and documentation	x	#
9	8.6	Review and Approve Shop Drawings	x	#
9	8.7	Perform Traffic Control Inspections	x	#
9	8.8	Perform Construction Surveying	x	
9	8.9	Monument Right-of-Way	x	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. _____ Phone number Local Agency Representative	x	#
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	x	#
9B	8.12	Prepare and Authorize Change Orders	x	x
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
9	8.15	Monitor Project Financial Status	x	#
9	8.16	Prepare and Submit Monthly Progress Reports	x	#
9	8.17	Resolve Contractor Claims and Disputes (No Federal Funds used for claims)	x	

	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. CDOT Construction Project Manager _____ Email Address _____		x
9	8.19	Ongoing Oversight of DBE Participation	x	
LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA CDOT	
<u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED</u>				
MATERIALS				
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	x x	x #
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	x x x	# x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Acceptance Tests	x	
9C	9.6	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	 x x x	 # # #
9C	9.6	Approve Sources of Materials	x	#
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 x x	 x
9C	9.8	Approve mix designs On-system requires CDOT Approval • Concrete • Hot mix asphalt	 x x	
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	#
<u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED</u>				
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE				
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	x	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	x	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	x	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	 x	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	x	

9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	x	
	10.8	Contract Compliance and Project Site Reviews	x	#
	<u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED FINALS</u>			
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	x	#
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	x	
LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA CDOT	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	x
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)	x	#
11	11.11	Process Final Payment	x	
	11.12	Close out Local Project	x	x
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	x
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	x

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct 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 supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13**

The contract, grant, or purchase order to which these 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 contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these 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 of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpartC;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically 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 Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract 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 Contract, at law or in equity.

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?	☐	☐
7 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? *Funds "lapse" when they are no longer available for obligation.	☐	☐
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 subcontractor 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.”

6.2 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.

6.3 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.

6.4 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).

6.5 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." SAMExclusions 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.

6.6 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.

7.1 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.

8. 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.

9. 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.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal 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 Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the 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.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the 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.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The 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 Prime 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.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the 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.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement 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,” the Prime Recipient or 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, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees 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).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in 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.
- 12.1.6. 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 Agreement, 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.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime 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.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado 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.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

EXHIBIT R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Request for Town Council Action

Date: May 20, 2024

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.598 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for that Certain Portion of Lot 1 and Tract A, Parker Town Hall, 3rd Amendment
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is an ordinance to amend an existing easement agreement with Parker Water and Sanitation District (PWSD) over Town-owned property at Town Hall. The easement amendment is being requested for two new fire hydrants associated with the Town Hall expansion project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This item is an ordinance to amend an existing easement agreement with PWSD over Town-owned property at Town Hall. The easement amendment is being requested for two new fire hydrants associated with the Town Hall expansion project.

The water main and three fire hydrants that currently serve Town Hall are within an existing easement on Town property. Due to the proposed 32,000 (+/-) gross square footage expansion of Town Hall, two new fire hydrants are required by code. PWSD requires that easements be dedicated for all fire hydrants located outside of public right-of-way. The 20-foot wide easements associated with the two new fire hydrants will be dedicated by amending and reinstating the original easement agreement signed by the Town and PWSD on July 16, 2001, as part of the original Town Hall construction project.

FINANCIAL IMPACT

No financial impacts are associated with amending this easement. The material and labor costs of the two new fire hydrants are included in the Town Hall expansion project. Maintenance of the hydrants is the responsibility of PWSD.

STRATEGIC GOAL(S)



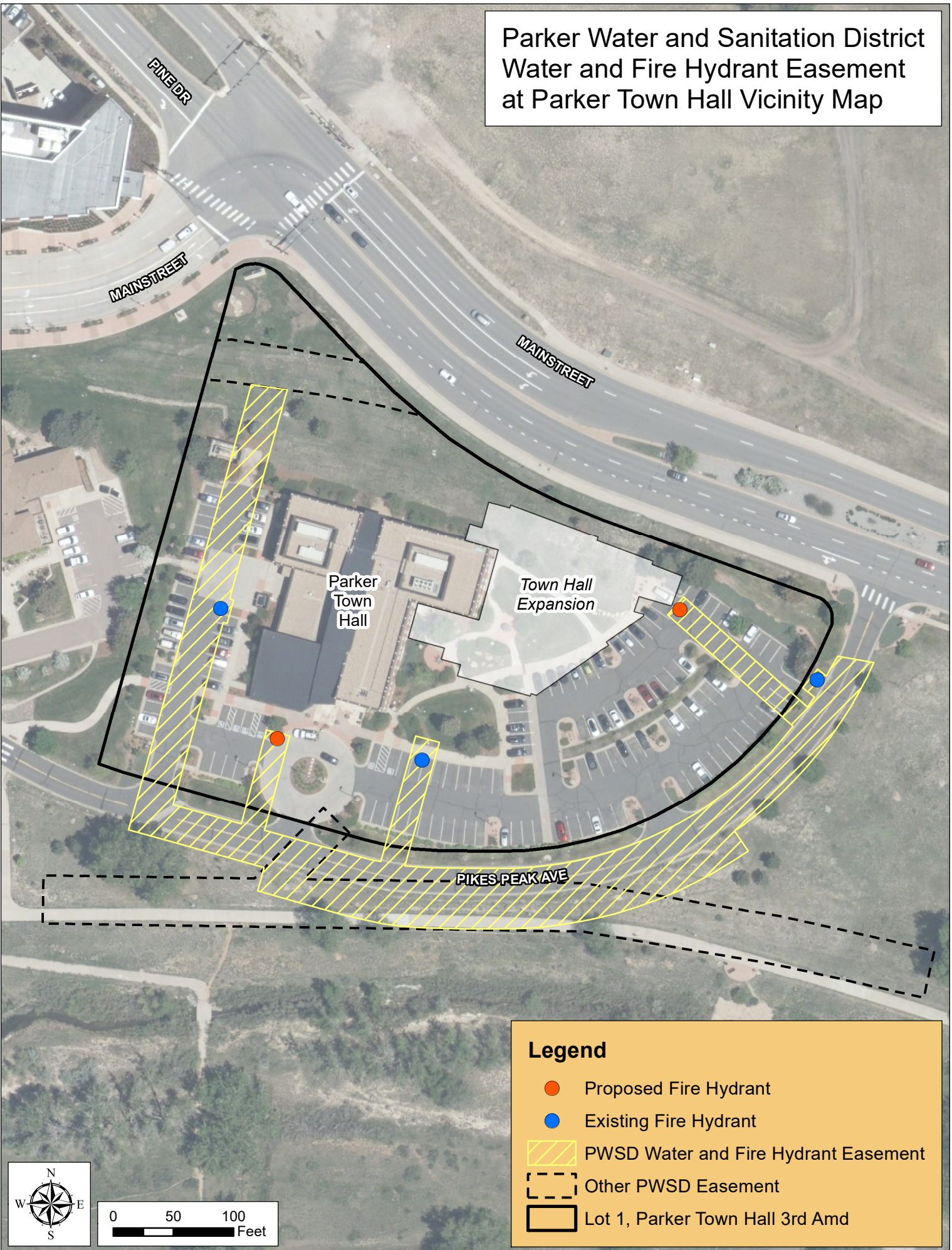
ATTACHMENTS

1. Vicinity Map
2. Ordinance 1.598

RECOMMENDED MOTION

I move to approve Ordinance No. 1.598 on second reading.

Parker Water and Sanitation District
Water and Fire Hydrant Easement
at Parker Town Hall Vicinity Map



Legend

- Proposed Fire Hydrant
- Existing Fire Hydrant
- ▨ PWSD Water and Fire Hydrant Easement
- - - Other PWSD Easement
- ▭ Lot 1, Parker Town Hall 3rd Amd

ORDINANCE NO. 1.598, Series of 2024

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR THAT CERTAIN PORTION OF LOT 1 AND TRACT A, PARKER TOWN HALL, 3RD AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for that certain portion of Lot 1 and Tract A, Parker Town Hall, 3rd Amendment; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Amended and Restated Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for that certain portion of Lot 1 and Tract A, Parker Town Hall, 3rd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Amended and Restated Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT 1

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT is dated this _____ day of _____, 20__, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

WHEREAS, Grantor and Grantee entered into an Easement Agreement on July 16, 2001, and which was recorded in the Douglas County Clerk and Recorder's Office on July 26, 2001, at Book 2094, Page 34 (the "Original Easement").

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

WHEREAS, the Original Easement was solely for the purpose of installing a (water or sanitary sewer) service line and main for the existing Parker Town Hall Facility (the "Service Line");

WHEREAS, the Original Easement did not address the placement of a fire hydrant within the easement area;

WHEREAS, the Town Hall expansion project necessitates expanding the easement and installing additional fire hydrants around Town Hall to comply with fire safety standards;

WHEREAS, the parties desire to amend and restate the Original Easement to expand the easement area and provide for the placement of fire hydrants within the easement; and

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

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

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

Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline and fire hydrants.

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

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

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

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

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

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

5. Miscellaneous.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

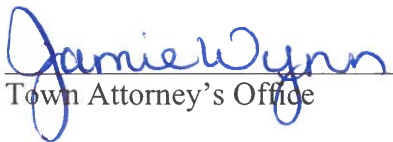
Town of Parker, Colorado

By: _____
Jeff Toborg, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:


Town Attorney's Office

GRANTEE:

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

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

ATTEST:

By: 
Lisa Sindall, Engineering Coordinator

EXHIBIT A
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF LOT 1 AND TRACT A, PARKER TOWN HALL, 3RD AMENDMENT, SUBDIVISION EXEMPTION PLAT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED FEBRUARY 5, 2015 AT RECEPTION NO. 2015007140, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, AND A PORTION OF PIKES PEAK AVENUE, AS SHOWN ON SAID PLAT OF PARKER TOWN HALL, 3RD AMENDMENT, SUBDIVISION EXEMPTION PLAT, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 23 BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE SOUTH 19°34'43" WEST, A DISTANCE OF 1789.28 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 15°21'55" WEST, A DISTANCE OF 307.60 FEET;

THENCE SOUTH 74°38'05" EAST, A DISTANCE OF 117.34 FEET;

THENCE SOUTH 15°21'25" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 74°38'05" EAST, A DISTANCE OF 74.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°47'16", AN ARC LENGTH OF 77.43 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°25'21" EAST, A DISTANCE OF 49.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 360.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°35'02", AN ARC LENGTH OF 223.89 FEET;

THENCE ALONG A RADIAL LINE OF SAID LAST DESCRIBED CURVE, NORTH 35°00'23" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 340.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 35°00'23" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°52'03", AN ARC LENGTH OF 183.44 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 79°42'06" WEST, A DISTANCE OF 28.80 FEET;

THENCE NORTH 71°22'15" WEST, A DISTANCE OF 2.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 310.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 64°33'57" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°30'49", AN ARC LENGTH OF 19.04 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 52°08'05" WEST, A DISTANCE OF 9.33 FEET;

THENCE SOUTH 37°51'55" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 52°08'05" EAST, A DISTANCE OF 11.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 310.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°19'58" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'44", AN ARC LENGTH OF 10.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 48°27'13" WEST, A DISTANCE OF 138.00 FEET;

THENCE SOUTH 41°32'47" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 48°27'13" EAST, A DISTANCE OF 139.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 310.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 51°42'52" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°17'31", AN ARC LENGTH OF 283.38 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 89°25'21" WEST, A DISTANCE OF 49.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 250.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°06'50", AN ARC LENGTH OF 26.68 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 15°21'55" EAST, A DISTANCE OF 106.43 FEET;

THENCE NORTH 75°34'30" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 15°21'55" WEST, A DISTANCE OF 108.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 250.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 11°18'15" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°03'40", AN ARC LENGTH OF 17.72 FEET;

THENCE TANGENT TO SAID CURVE NORTH 74°38'05" WEST, A DISTANCE OF 82.92 FEET;

THENCE NORTH 15°05'00" EAST, A DISTANCE OF 81.10 FEET;

THENCE NORTH 74°55'00" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 15°05'00" WEST, A DISTANCE OF 81.00 FEET;

THENCE NORTH 74°38'05" WEST, A DISTANCE OF 59.11 FEET;

THENCE NORTH 15°21'55" EAST, A DISTANCE OF 157.04 FEET;

THENCE SOUTH 74°34'28" EAST, A DISTANCE OF 3.15 FEET;

THENCE NORTH 15°25'32" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 74°34'28" WEST, A DISTANCE OF 3.17 FEET;

THENCE NORTH 15°21'55" EAST, A DISTANCE OF 102.57 FEET;

THENCE NORTH 79°35'10" WEST, A DISTANCE OF 10.89 FEET;

THENCE NORTH 77°49'28" WEST, A DISTANCE OF 19.18 FEET TO THE **POINT OF BEGINNING**.

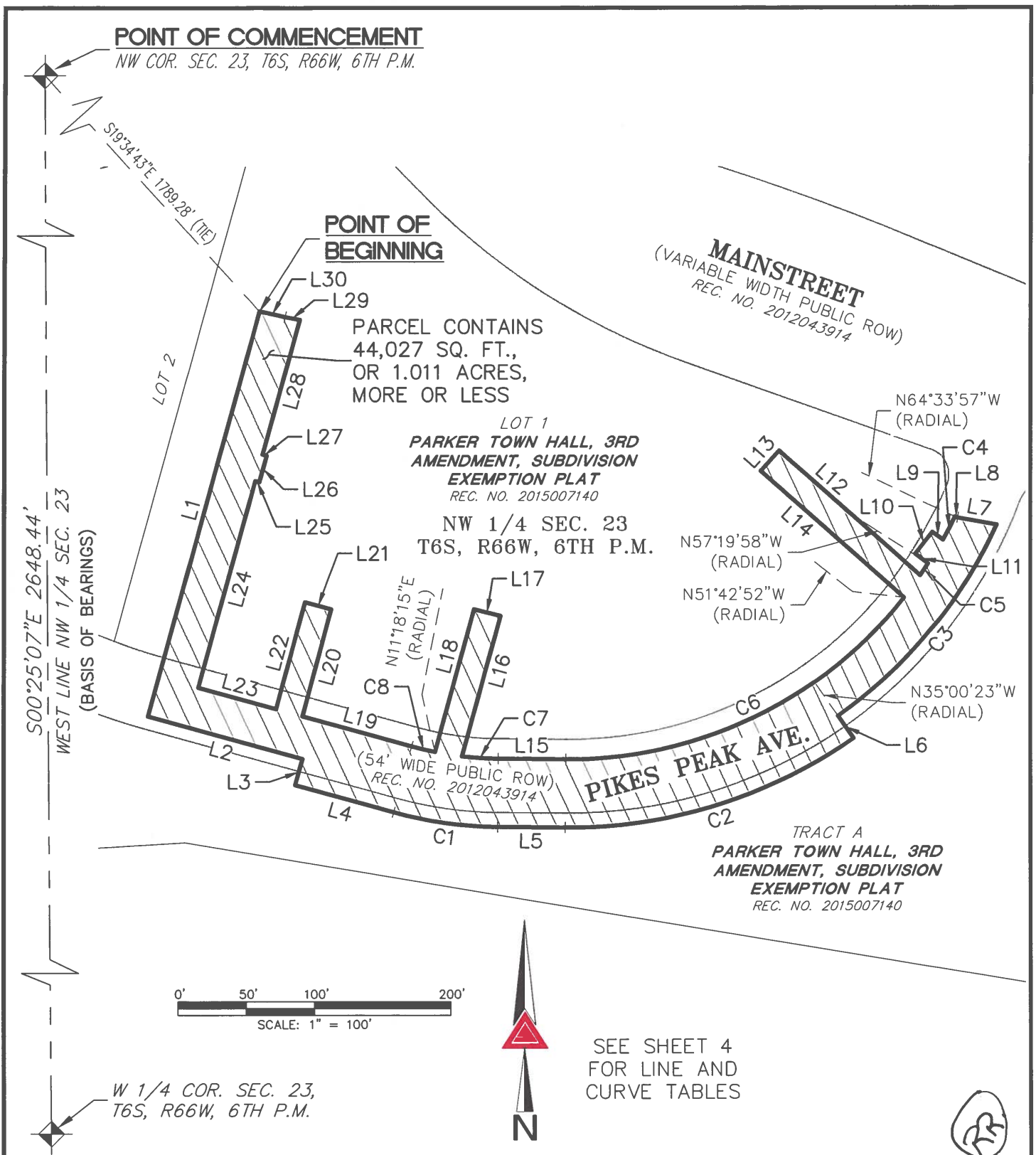
CONTAINING AN AREA OF 44,027 SQUARE FEET OR 1.011 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO DESCRIPTION



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

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

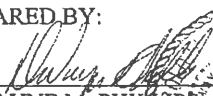
COMMENCING AT THE NORTHWEST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 17°03'31" EAST 2116.96 FEET TO THE POINT OF BEGINNING;

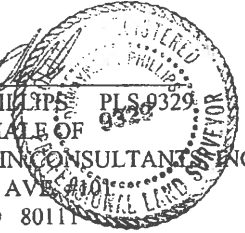
THENCE SOUTH 89°39'49" EAST 42.11 FEET; THENCE NORTH 44°54'06" EAST 55.41 FEET; THENCE NORTH 45°05'54" WEST 30.00 FEET; THENCE SOUTH 44°54'06" WEST 84.96 FEET TO THE POINT OF BEGINNING..

THE ABOVE PARCEL OF LAND CONTAINS 2,106 SQUARE FEET OR OF 0.048 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 SAID SECTION 23, BEARING NORTH 00°25'14" WEST.

PREPARED BY:

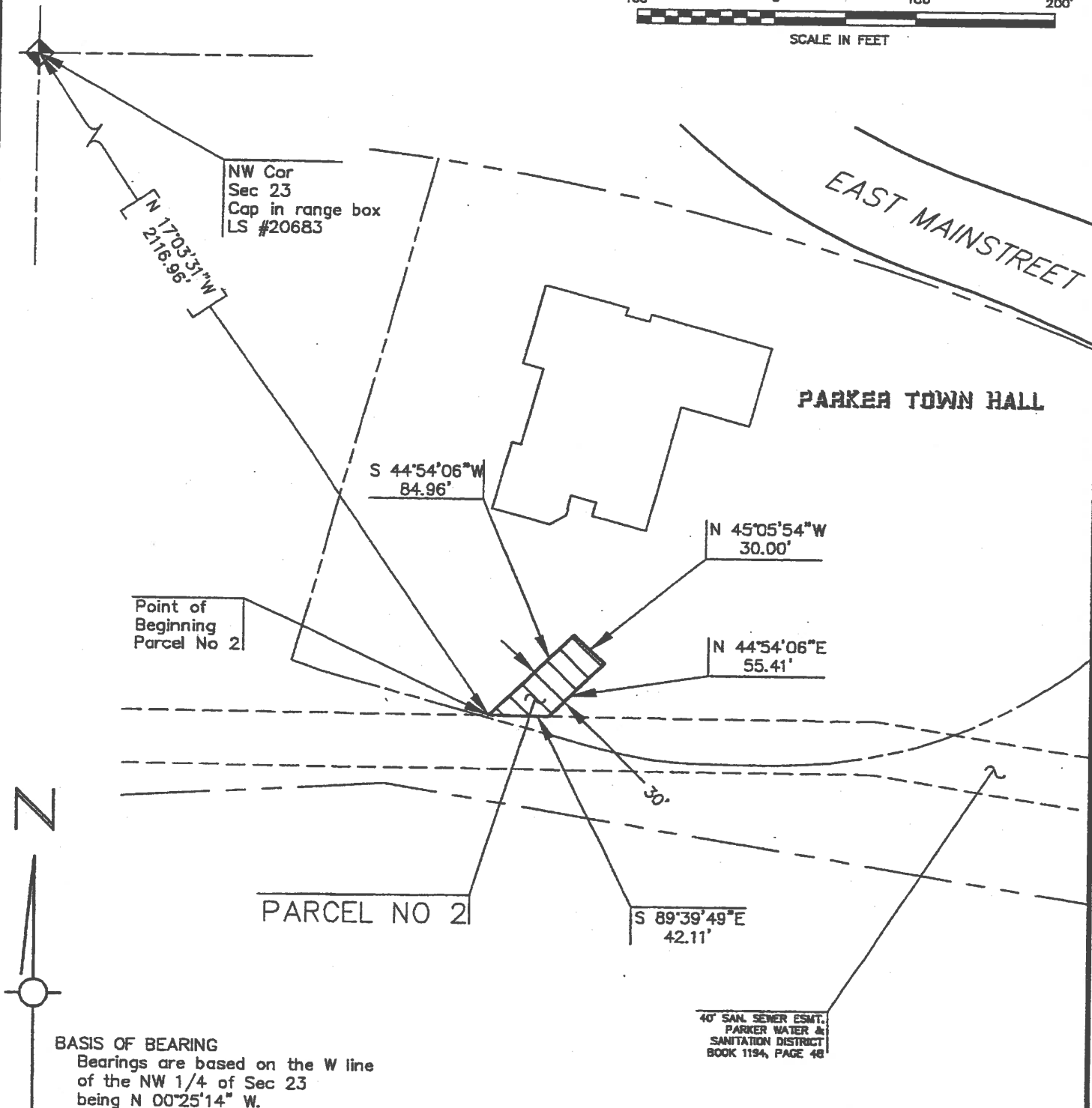

DUWAYNE M. PHILLIPS PLS 9329
FOR AND ON BEHALF OF
ROCKY MOUNTAIN CONSULTANTS, INC.
8301 E. PRENTICE AVE
ENGLEWOOD, CO 80111
(303) 741-6000



DATE: 6/18/01

Sanitary Sewer Easement
Parker City Hall
Job No. 0300.026.00
June 18, 2001 - gdc

NW 1/4 SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6th P M
 ----- TOWN OF PARKER AND COUNTY OF DOUGLAS -----



PARCEL NO 2 CONTAINS 2105 sq. ft. ±

LEGEND

EASEMENT ACQUIRED

CIVIL ENGINEER
S. A. MIRO, INC.
 Consulting Engineers
 404 S. Union Street Parkway
 Ste 1000 Denver, Colorado 80202
 303 733 3007

PARKER TOWN HALL

SANITARY EASEMENT

DATE: JUNE 6, 2001

SHEET 2 OF 2 SHEETS

SCALE: 1" = 100'

MPS

23



Request for Town Council Action

Date: May 20, 2024

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.599 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for a Portion of Salisbury Equestrian Park Recorded at Reception No. 2004061175, and a Portion of a Corrective Quit Claim Deed Recorded at Reception No. 2007021306, Situated in the West Half of the Northwest Quarter of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian

Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

There is an existing Parker Water and Sanitation District (PWSD) easement for a well pumping and water treatment site on the Salisbury Park North property. The existing easement overlaps where the future pickleball courts are proposed to be built and will be vacated. A new smaller easement will be granted to PWSD to accommodate their existing wellhead.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Salisbury Park North is a 91-acre property centrally located within the community. It was acquired by the Town in 2009 for park and open space purposes and is zoned Public Facilities, which allows for a wide variety of uses, including parks, recreation, and open space. The Salisbury Park North Project is in the design development phase, and the plan shows various amenities, including multipurpose soccer fields, multipurpose ballfields, pickleball courts, tennis courts, a play area, a bike park, picnic pavilions, restrooms, parking, landscape, and irrigation.

Salisbury Park contains easements which were granted to various utilities before the property was owned by the Town of Parker, including a 4.12-acre easement for well site pumping and water treatment granted by U.S. Home Corporation to PWSD in 1994. The easement is located in the southeast corner of the Salisbury Park North property, which is currently in the design development phase. The existing easement does not specifically limit another well from being built, so staff recommends vacating the existing easement to ensure the pickleball courts will not be impacted if another well is needed in that area. A new 1-acre well site pumping and water treatment easement is proposed to be granted to accommodate the existing wellhead. PWSD has

indicated they are in agreement with this approach and will vacate the existing easement. Please see the attached new 1-acre easement agreement.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.599

RECOMMENDED MOTION

I move to approve Ordinance No. 1.599 on second reading.

ORDINANCE NO. 1.599, Series of 2024

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR A PORTION OF SALISBURY EQUESTRIAN PARK RECORDED AT RECEPTION NO. 2004061175, AND A PORTION OF A CORRECTIVE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2007021306, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for a parcel of land being a portion of Salisbury Equestrian Park recorded at Reception No. 2004061175, and a portion of a corrective quit claim deed recorded at Reception No. 2007021306, situated in the west half of the northwest quarter of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for a parcel of land being a portion of Salisbury Equestrian Park recorded at Reception No. 2004061175, and a portion of a corrective quit claim deed recorded at Reception No. 2007021306, situated in the west half of the northwest quarter of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT 1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 20__, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

WHEREAS, the Grantee, U.S. Home Corporation and Highgrade Investments Limited Liability Company (the "Original Owners") entered into an Easement Agreement on December 15, 1994, and which was recorded in the Douglas County Clerk and Recorder's Office on December 28, 1994, at Reception No. 9466840 for the construction, operation, maintenance, and removal of a well site on the Easement Property, as defined below (the "Original Easement").

WHEREAS, the Original Owners subsequently conveyed the Easement Property to the Grantor, subject to the Original Easement.

WHEREAS, Grantee desires to operate and maintain the existing well site described in the Original Easement but does not need the full amount of the area subject to the Original Easement to do so.

WHEREAS, the Grantee vacated the Original Easement, and the parties intend to replace the Original Easement with the easement granted by this Easement Agreement for the purposes of constructing, maintaining, operating, and removing the existing well site within certain real property owned by the Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** and **Exhibit B**, attached hereto and incorporated herein (the "Easement Property").

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

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the existing well site. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the existing well site. The approximate location of the existing well site is depicted on Exhibit B.

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

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

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

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

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

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

5. Miscellaneous.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

Town of Parker, Colorado

By: _____
Jeff Toborg, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

GRANTEE:

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

By: Ron R. Redd
Ron R. Redd, P.E., District Manager *AB*

ATTEST:

By: Lisa Sindall
Lisa Sindall, Engineering Coordinator

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SALISBURY EQUESTRIAN PARK, RECORDED AT RECEPTION NO. 2004061175 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF A CORRECTIVE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2007021306 IN THE OFFICIAL RECORDS OF SAID COUNTY AND STATE, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT, RECORDED AT RECEPTION NO. 2022069001 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 89°59'24" WEST, A DISTANCE OF 200.57 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTH 07°42'19" EAST, A DISTANCE OF 174.20 FEET;

THENCE NORTH 89°42'55" EAST, A DISTANCE OF 241.96 FEET;

THENCE NORTH 00°17'05" WEST, A DISTANCE OF 171.38 FEET;

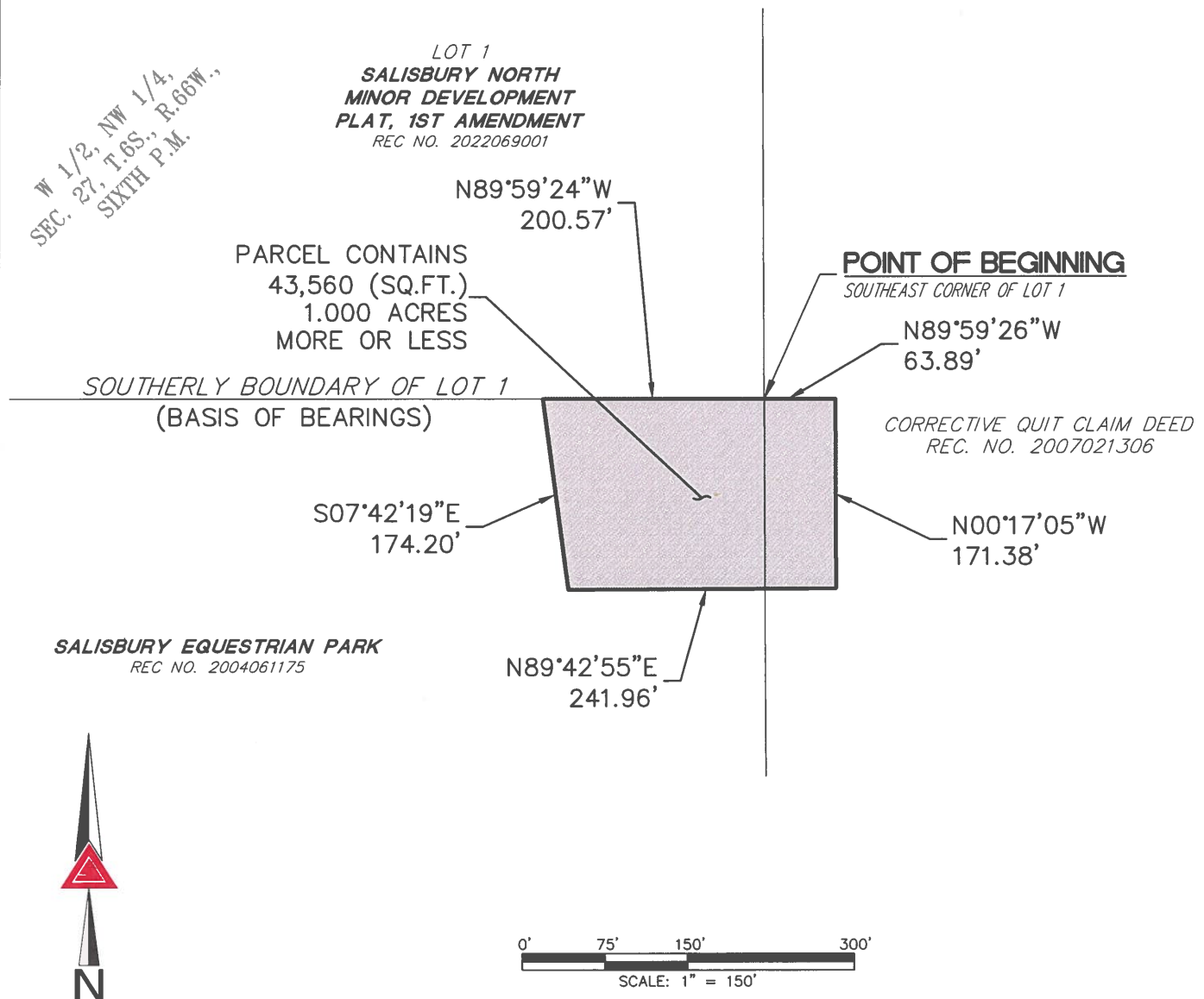
THENCE NORTH 89°59'26" WEST, A DISTANCE OF 63.89 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

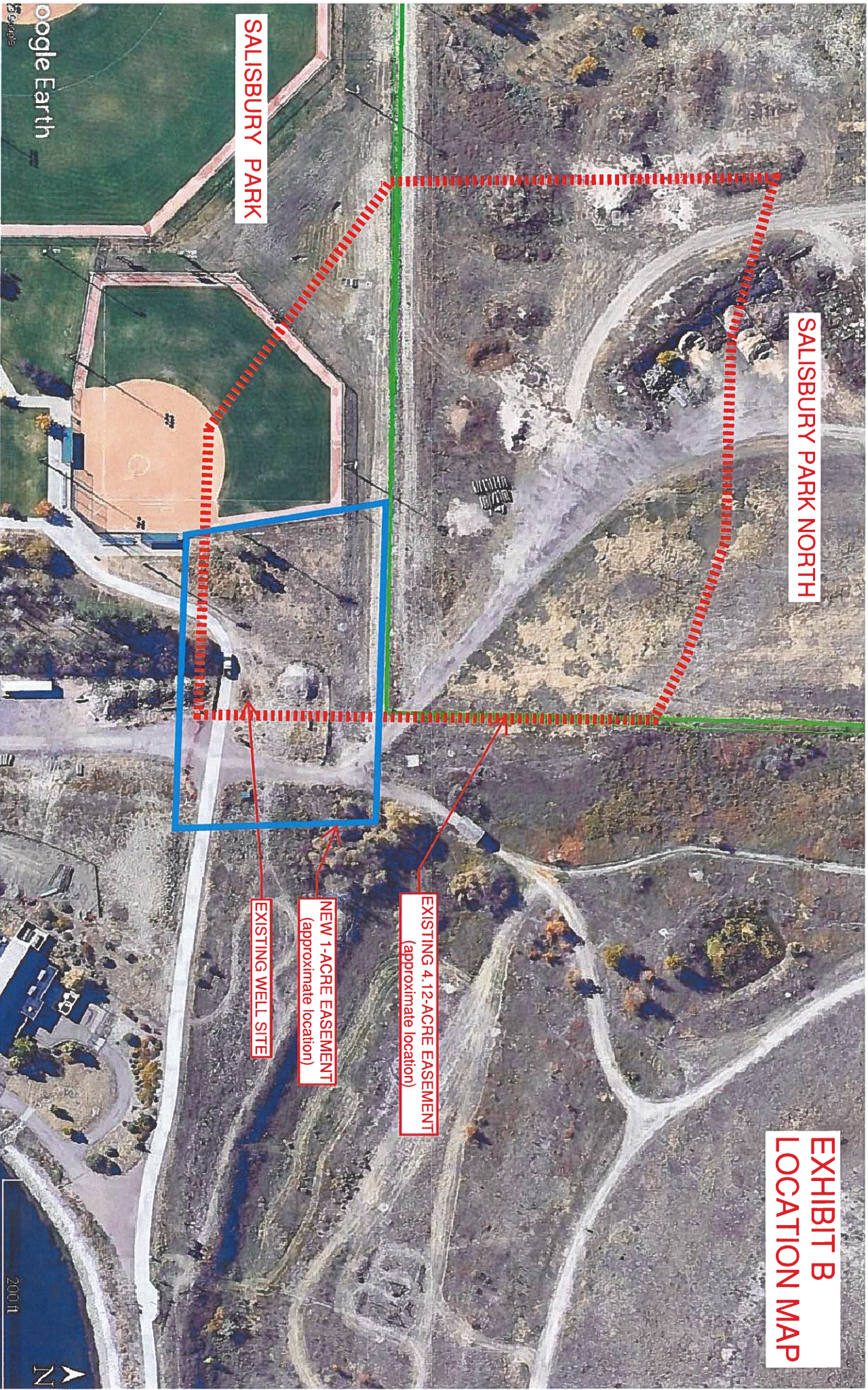
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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



SALISBURY PARK NORTH

SALISBURY PARK

EXHIBIT B
LOCATION MAP

EXISTING 4.12-ACRE EASEMENT
(approximate location)

NEW 1-ACRE EASEMENT
(approximate location)

EXISTING WELL SITE

google Earth

200 ft





Request for Town Council Action

Date: May 20, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.606 - Second Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and between Malireddy S. Reddy 2012 Irrevocable Trust and the Town of Parker for a Portion of the Quitclaim Deed Recorded at Reception No. 2013005536 Situated in the Northwest Quarter of Section 28, Township 6 South, Range 66 West of the 6th Principal Meridian, concerning the Motsenbocker Road Project
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to approve an ordinance for the right-of-way purchase and sale agreement for the conveyance of real property necessary to construct the Dransfeldt Road extension capital improvement project. This agreement is needed for planned improvements to Motsenbocker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Dransfeldt Road extension project that commenced earlier this year, improvements to Motsenbocker Road between the Todd Drive intersection and Longland Parkway (Salisbury Heights Subdivision) are included in the project scope. This stretch of Motsenbocker Road is shown on the attached vicinity map for reference. This roadway will be improved (widened) to a 3-lane collector roadway section that requires additional right-of-way and easements to construct. The project also includes a widening of the current curve on Motsenbocker Road near the Tree Source – Parker plant nursery and drainage improvements to the KOA tributary.

On June 5, 2023, Town Council approved Ordinance 1.576, which authorized staff to proceed with good faith negotiations regarding acquiring of right-of-way (fee), permanent easements, and temporary construction easements along Motsenbocker Road necessary to construct the project. There are five (5) property owners along this section of Motsenbocker Road that are affected by this ordinance and one (1) of the property owners dedicated needed property/easements for the needed roadway improvements in the fall of 2023. The Reddy property is the largest of the remaining four (4) properties and is the subject of this item.

55,265 square feet (SF) of additional right-of-way (fee) is needed to accommodate the to be improved/realigned Motsenbocker Road section. 63,962 SF of drainage easement is needed to accommodate drainage from the to be improved Motsenbocker Road section plus for proposed drainage improvements to the KOA drainage tributary. 56,818 SF of temporary construction easement is needed to restore/reconstruct the portions of the property impacted by the construction of the proposed roadway and drainage improvements. See the attached vicinity map for additional information on this acquisition location.

FINANCIAL IMPACT

The purchase price of this acquisition, including the necessary easements is \$381,300. Funding for this acquisition has been appropriated in the Highway and Street Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY

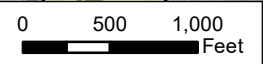
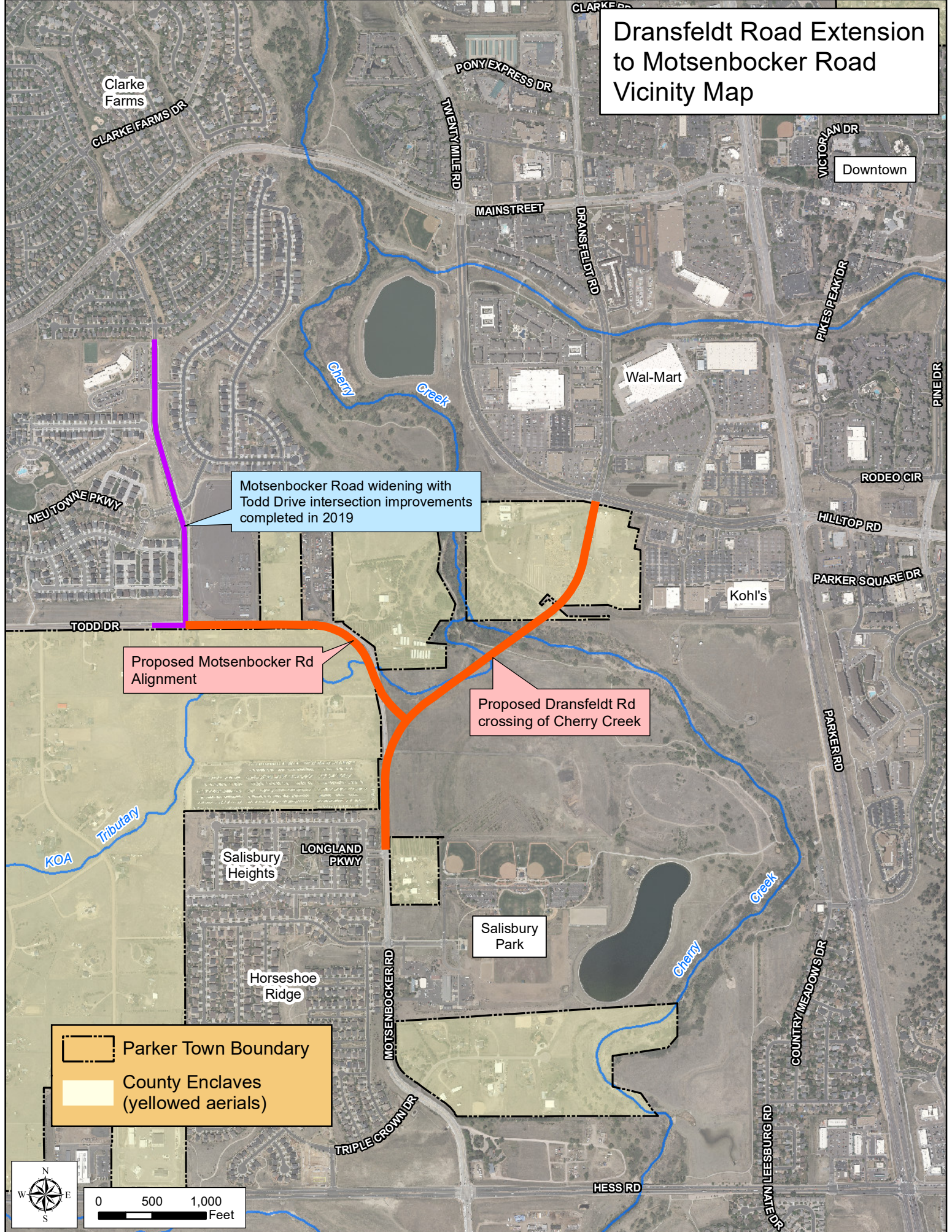
ATTACHMENTS

1. Dransfeldt Rd Extension South of 20 Mile Vicinity Map
2. Reddy Properties Acquisitions and Easements Vicinity Map
3. Ordinance No. 1.606

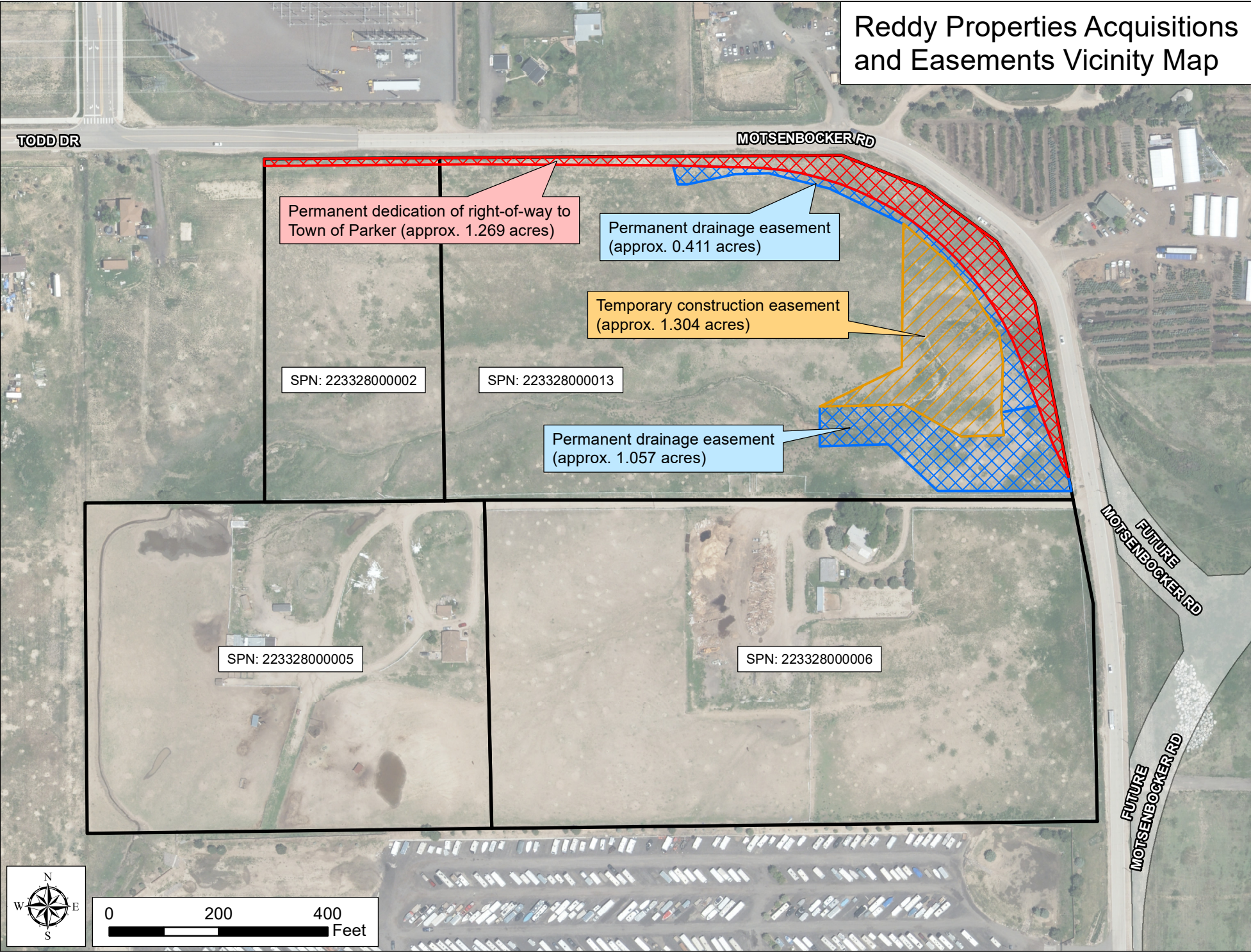
RECOMMENDED MOTION

I move to approve Ordinance No. 1.606 on second reading.

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map



Reddy Properties Acquisitions
and Easements Vicinity Map



ORDINANCE NO. 1.606, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN MALIREDDY S. REDDY 2012 IRREVOCABLE TRUST AND THE TOWN OF PARKER FOR A PORTION OF THE QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013005536 SITUATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CONCERNING THE MOTSENBOCKER ROAD PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Malireddy S. Reddy 2012 Irrevocable Trust and the Town of Parker for a portion of the Quitclaim Deed Recorded at Reception No. 2013005536 Situated in the Northwest Quarter of Section 28, Township 6 South, Range 66 West of the 6th Principal Meridian, Concerning the Motsenbocker Road Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 2 day of April, 2024, by and between **Malireddy S. Reddy 2012 Irrevocable Trust**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises;
- (b) Two permanent drainage easements located in Douglas County, Colorado, and more specifically described in **Exhibit B**.
- (c) A temporary construction easement located in Douglas County, Colorado, and more specifically described in **Exhibit C**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$381,300.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed documents at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the

Property described in **Exhibit A**, and permanent easement rights described in **Exhibit B**, subject only to prorated general real estate taxes on the Property described in **Exhibit A** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A general warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in **Exhibit A** to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value.
- (b) A permanent drainage easement, prepared by legal counsel for the Town of Parker, conveying easement rights within the property described in **Exhibit B** to Purchaser.
- (c) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in **Exhibit C** to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same

meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for

Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

SELLER

Malireddy S. Reddy 2012 Irrevocable Trust

BY: Malireddy S. Reddy

TITLE: GRANTOR/TRUSTEE

PRINT: MALIREDDY S. REDDY

STATE OF Colorado

)

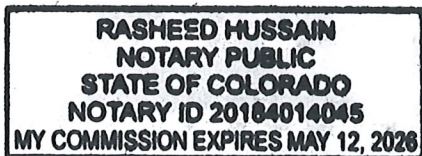
) ss.

COUNTY OF Denver

)

The above and foregoing document was acknowledged before me this 2nd day of April, 2024 by Malireddy S. Reddy as Grantor/Trustee of Malireddy S. Reddy 2012 Irrevocable Trust.

WITNESS my hand and official seal.



[Signature]
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT A

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537, AND THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003536, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 80°06'17" EAST, A DISTANCE OF 335.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY AND SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTH 89°35'15" EAST, A DISTANCE OF 1,058 FEET;
2. SOUTH 68°32'30" EAST, A DISTANCE OF 161.50 FEET;
3. SOUTH 53°25'35" EAST, A DISTANCE OF 166.50 FEET;
4. SOUTH 32°12'10" EAST, A DISTANCE OF 130.53 FEET;
5. SOUTH 10°59'21" EAST, A DISTANCE OF 334.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 821.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 62°32'16" EAST;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°24'29", AN ARC LENGTH OF 91.88 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 21°03'15" WEST, A DISTANCE OF 151.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 549.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°33'42", AN ARC LENGTH OF 657.55 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°36'54" WEST, A DISTANCE OF 490.43 FEET;

THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 384.06 FEET TO THE WEST BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 213003536 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WEST BOUNDARY, NORTH 00°19'00" WEST, A DISTANCE OF 12.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.269 ACRES, (55,265 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A

LOT 1, BLOCK 1
SULPHUR SUBSTATION & TRANSMISSION LINE
MINOR DEVELOPMENT PLAT
REC. NO. 2003135612

NORTH LINE NE 1/4 SEC. 28

POINT OF COMMENCEMENT

N 1/4 CORNER OF SECTION 28

S80°06'17"E
335.31' (TIE)

MOTSENBOCKER ROAD

(PUBLIC ROW WIDTH VARIES)
REC NO. 2013008040

N89°35'15"E
1058.60'

POINT OF BEGINNING

N00°19'00"W
12.88'

S89°24'03"W
384.06'

QUITCLAIM DEED
REC NO. 2013003536

PARCEL CONTAINS
55,265 (SQ.FT.)
1.269 ACRES
MORE OR LESS

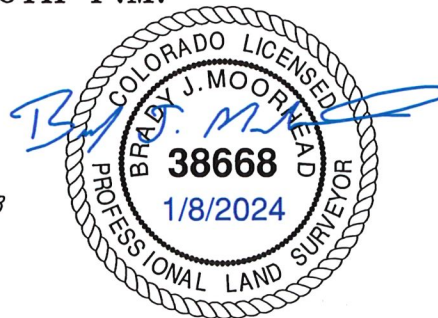
SEE LOWER LEFT
THIS SHEET

QUITCLAIM DEED
REC NO. 2021105999

NE 1/4 SEC. 28
T6S, R66W, 6TH P.M.

S00°19'00"E 2662.88'
WEST LINE NE 1/4 SEC. 28
(BASIS OF BEARINGS)

C 1/4 CORNER OF SECTION 28



UNPLATTED

NORTH LINE NE 1/4 SEC. 28



MOTSENBOCKER ROAD

(PUBLIC ROW WIDTH VARIES)
REC NO. 2013008040

N89°35'15"E
1058.60'

S89°24'03"W
384.06'

PARCEL CONTAINS
55,265 (SQ.FT.)
1.269 ACRES
MORE OR LESS

QUITCLAIM DEED
REC NO. 2013003537

NE 1/4 SEC. 28
T6S, R66W, 6TH P.M.

N89°36'54"W
490.43'

Δ=68°33'42"
R=549.50'
L=657.55'

0' 40' 80' 160'
SCALE: 1" = 80'

SEE UPPER RIGHT
THIS SHEET

SEE SHEET 3

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

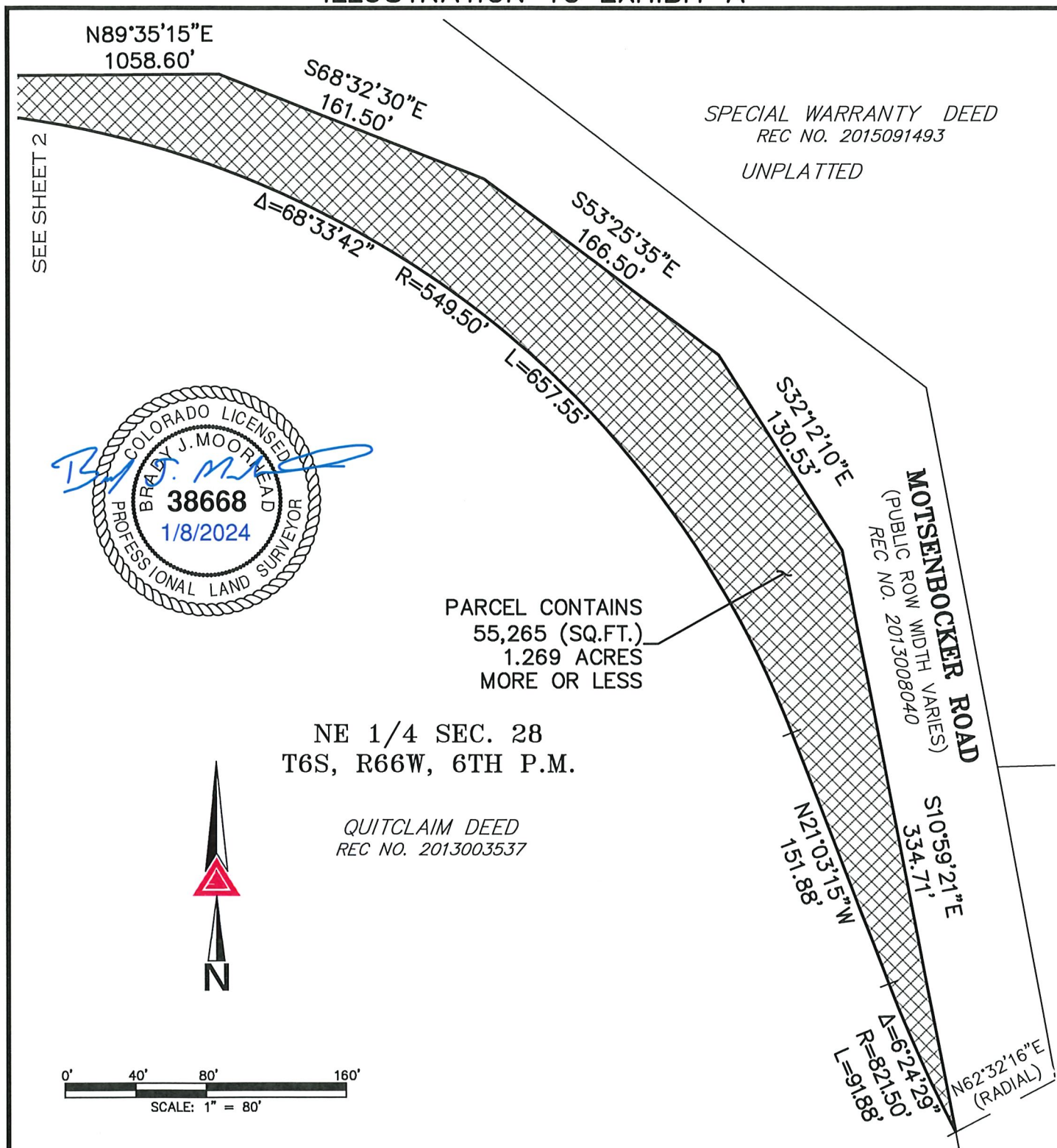


300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

PROPOSED RIGHT-OF-WAY
NE 1/4 SEC. 28, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTSENBOCKER ROAD LDS\DWG\EXHIBITS\2023-03-13 MOTSENBOCKER RD - ROW 2 (W).DWG
JOB NUMBER: 24923-02 DATE: 3/13/2023 DWG: GLW CHK: RDS 2 OF 3 SHEETS

ILLUSTRATION TO EXHIBIT A



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

EXHIBIT B

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 86°20'13" EAST, A DISTANCE OF 1,078.81 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 128.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 549.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°33'42", AN ARC LENGTH OF 657.55 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 21°03'15" EAST, A DISTANCE OF 89.99 FEET;

THENCE SOUTH 79°54'35" WEST, A DISTANCE OF 67.71 FEET;

THENCE NORTH 01°16'34" EAST, A DISTANCE OF 92.46 FEET;

THENCE NORTH 07°47'59" WEST, A DISTANCE OF 49.67 FEET;

THENCE NORTH 32°27'53" WEST, A DISTANCE OF 92.56 FEET;

THENCE NORTH 38°54'03" WEST, A DISTANCE OF 71.80 FEET;

THENCE NORTH 49°11'13" WEST, A DISTANCE OF 102.99 FEET;

THENCE NORTH 64°35'41" WEST, A DISTANCE OF 153.11 FEET;

THENCE NORTH 75°34'25" WEST, A DISTANCE OF 113.42 FEET;

THENCE SOUTH 88°33'01" WEST, A DISTANCE OF 62.09 FEET;

THENCE SOUTH 77°55'46" WEST, A DISTANCE OF 89.61 FEET;

THENCE NORTH 89°58'21" WEST, A DISTANCE OF 17.42 FEET;

THENCE NORTH 17°52'09" WEST, A DISTANCE OF 33.84 FEET TO THE **POINT OF BEGINNING**.

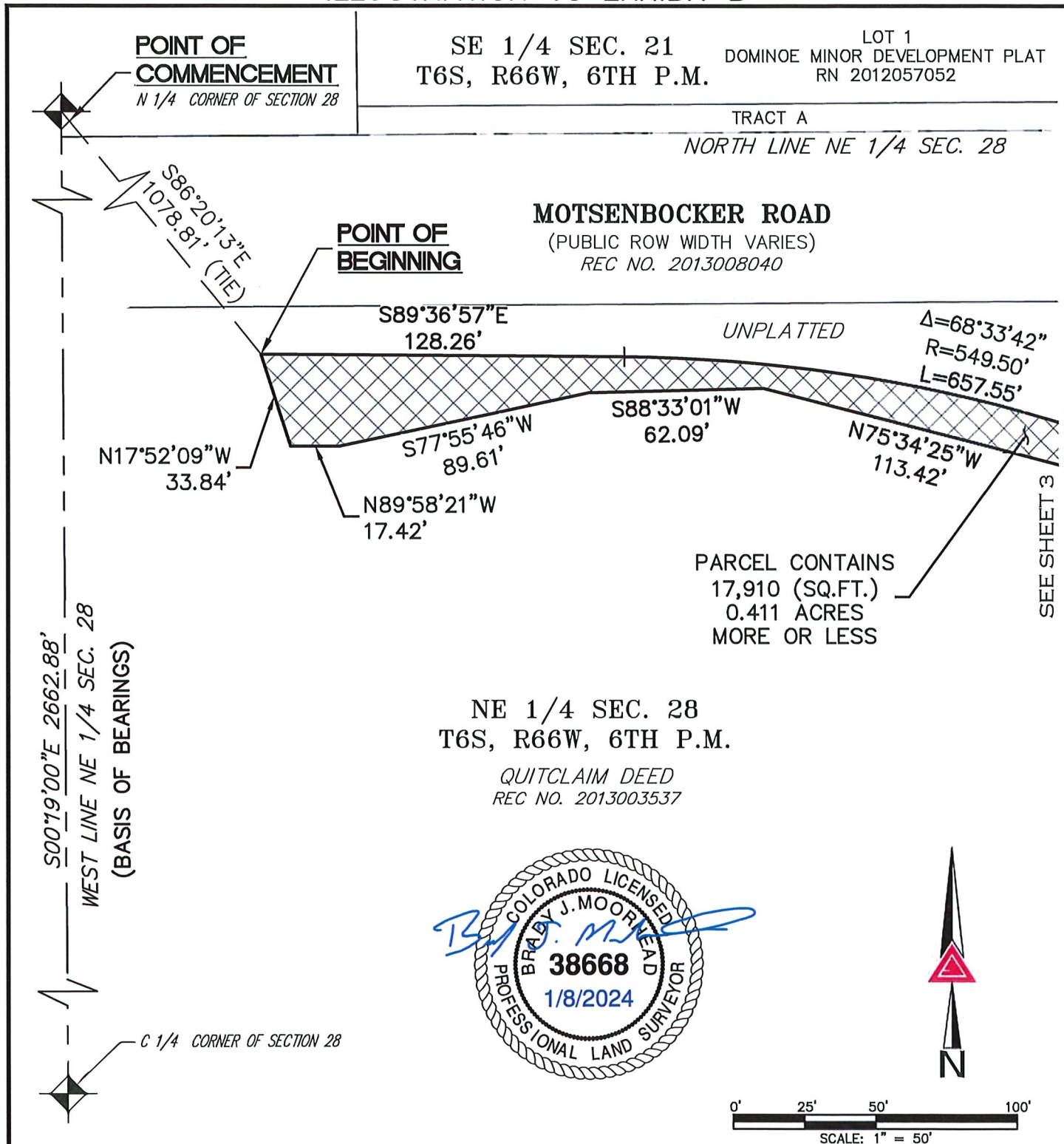
CONTAINING AN AREA OF 0.411 ACRES, (17,910 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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

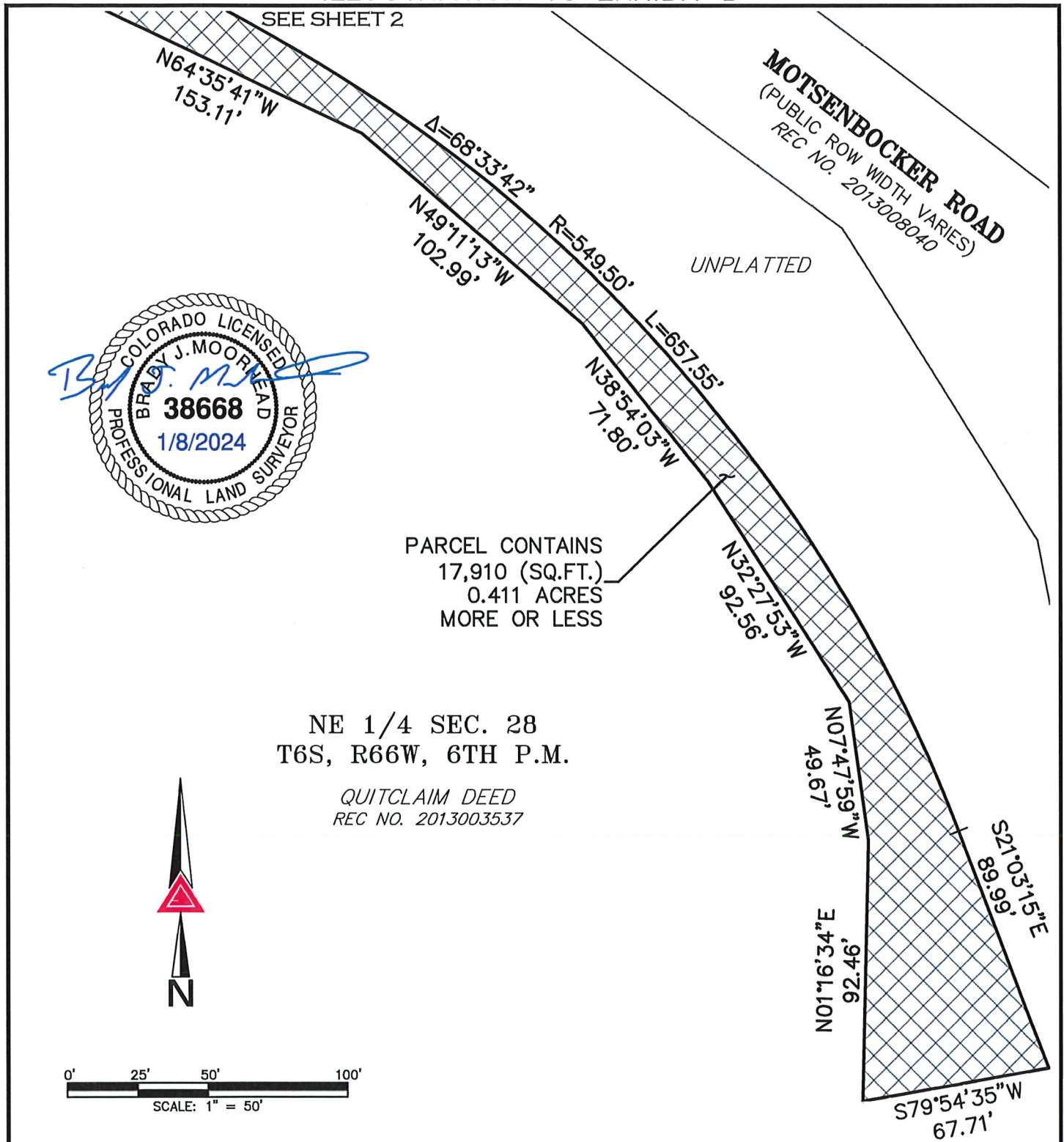


ILLUSTRATION TO EXHIBIT B



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

ILLUSTRATION TO EXHIBIT B



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

EXHIBIT B

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 69°11'57" EAST, A DISTANCE OF 1,441.73 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°26'20" EAST, A DISTANCE OF 154.53 FEET;

THENCE SOUTH 60°33'32" EAST, A DISTANCE OF 119.72 FEET;

THENCE NORTH 85°08'26" EAST, A DISTANCE OF 77.58 FEET;

THENCE NORTH 05°35'12" WEST, A DISTANCE OF 42.55 FEET;

THENCE NORTH 79°54'35" EAST, A DISTANCE OF 67.71 FEET;

THENCE SOUTH 21°03'15" EAST, A DISTANCE OF 61.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 821.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°24'29", AN ARC LENGTH OF 91.88 FEET THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS;

THENCE NON-TANGENT TO SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 10°59'21" EAST, A DISTANCE OF 18.97 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°58'21" WEST, A DISTANCE OF 246.79 FEET;

THENCE NORTH 46°42'58" WEST, A DISTANCE OF 124.24 FEET;

THENCE SOUTH 88°25'37" WEST, A DISTANCE OF 124.99 FEET;

THENCE NORTH 00°01'39" EAST, A DISTANCE OF 72.09 FEET TO THE **POINT OF BEGINNING**.

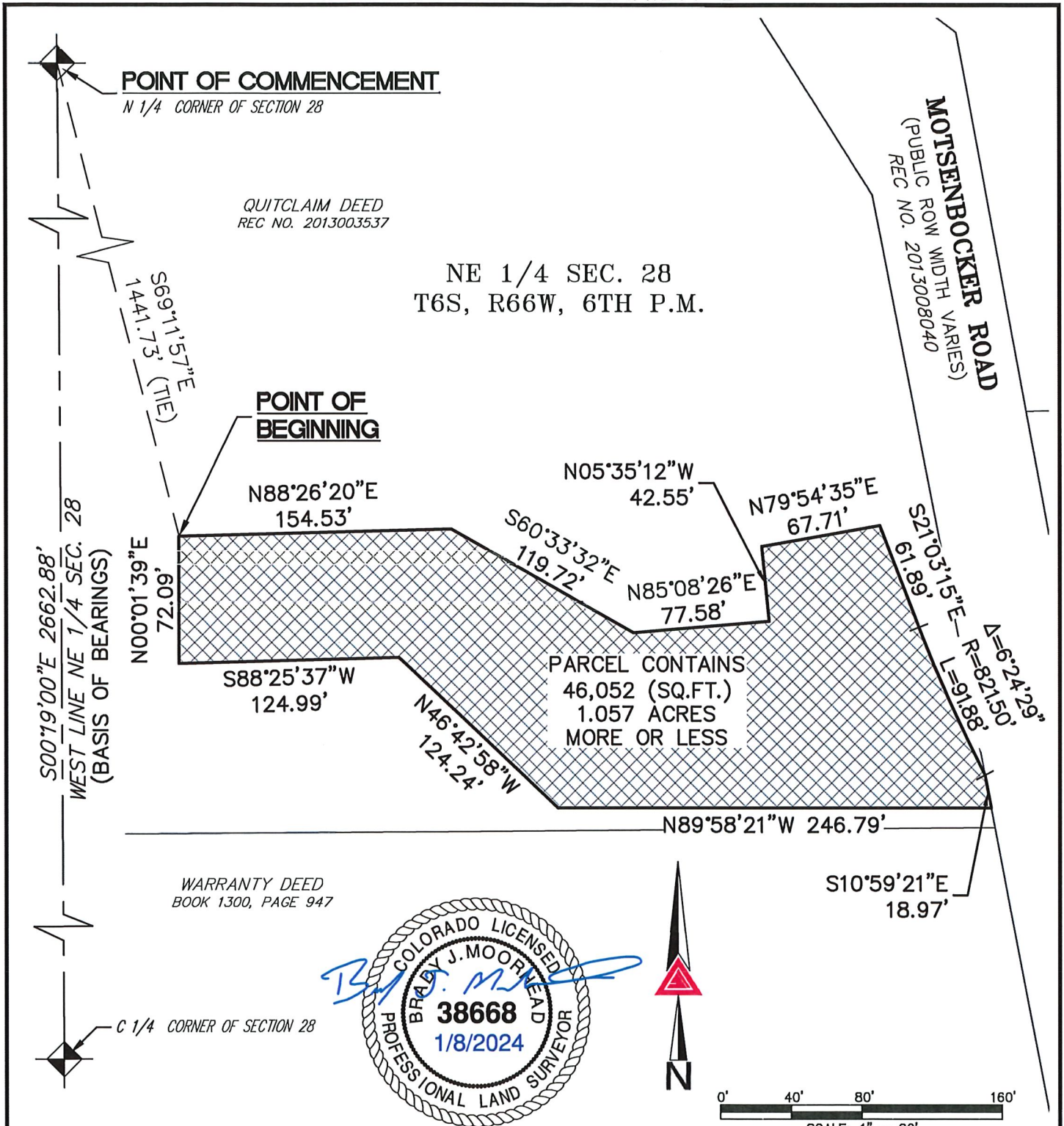
CONTAINING AN AREA OF 1.057 ACRES, (46,052 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT B



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

EXHIBIT C

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 69°11'57" EAST, A DISTANCE OF 1,441.73 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 63°52'02" EAST, A DISTANCE OF 166.42 FEET;

THENCE NORTH 00°46'15" EAST, A DISTANCE OF 264.66 FEET;

THENCE SOUTH 64°35'41" EAST, A DISTANCE OF 1.69 FEET;

THENCE SOUTH 49°11'13" EAST, A DISTANCE OF 102.99 FEET;

THENCE SOUTH 38°54'03" EAST, A DISTANCE OF 71.80 FEET;

THENCE SOUTH 32°27'53" EAST, A DISTANCE OF 92.56 FEET;

THENCE SOUTH 07°47'59" EAST, A DISTANCE OF 49.67 FEET;

THENCE SOUTH 01°16'34" WEST, A DISTANCE OF 92.46 FEET;

THENCE SOUTH 05°35'12" EAST, A DISTANCE OF 42.55 FEET;

THENCE SOUTH 85°08'26" WEST, A DISTANCE OF 77.58 FEET;

THENCE NORTH 60°33'32" WEST, A DISTANCE OF 119.72 FEET;

THENCE SOUTH 88°26'20" WEST, A DISTANCE OF 154.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.304 ACRES, (56,818 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT C

