TOWN OF PARKER COUNCIL AGENDA
NOVEMBER 7, 2016

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

   (a) 5:30 P.M. – Call to Order Town Council Meeting and Roll Call
   (b) Executive Session – Immediately following Call to Order/Roll Call – (See Attached)
   (c) Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. **SPECIAL PRESENTATIONS**
   - **Presentation of Check from the Rotary Club of Parker**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

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

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

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

   A. APPROVAL OF MINUTES
   September 26, 2016
   October 17, 2016

   B. ORDINANCE NO. 5.28.20 - First Reading
   A Bill for an Ordinance Amending Chapter 5.02 of the Parker Municipal Code to Establish a New Liquor License Type; and Creating a New Section 5.02.810 and 5.02.820 to Allow Transfers of Retail Liquor Store and Liquor-Licensed Drugstore Licenses
   Department: Town Attorney, Jim Maloney
   Second Reading: November 7, 2016

   C. ORDINANCE NO. 1.491 - First Reading (Cont'd. from 10/17/16 and to be cont'd. to 11/21/16)
   A Bill for an Ordinance to Approve the Memorandum of Understanding Among Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Fire Protection District, and the Town of Parker, Concerning the Arapahoe County Type IV All Hazards Incident Management Team
   Department: Police Department, Doreen Jokerst
   Second Reading: November 21, 2016

D. ORDINANCE NO. 9.260 – First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and Town of Parker Regarding the Extension of the Existing E-470 Trail
Department: Recreation, Dennis Trapp
Second Reading: November 21, 2016

E. ORDINANCE NO. 1.492 – First Reading
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose Of Constructing and Improving Cottonwood Drive, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering, Chris Hudson
Second Reading: November 21, 2016

F. ORDINANCE NO. 3.01.107.2 - First Reading
A Bill for an Ordinance to Amend Section 13.04.290 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities
Department: Town Attorney, Jim Maloney
Second Reading: November 21, 2016

G. RESOLUTION NO. 16-065
A Resolution Accepting the Conveyance of a Drainage Easement from Dransfeldt Development, LLC, for Lot 5, Dransfeldt Place
Department: Engineering, Alex Mestdagh

H. RESOLUTION NO.16-066
A Resolution to Allow for a Partial Waiver of One of the Conditions to the Town Council's Approval of the Site Plan for the Sixty-Foot Tower to be Constructed at the Public Works Facility Located on Motsenbocker Road to Provide Public Emergency Services for the Benefit of the Members of the Douglas County Emergency Telephone Service Authority Which Condition Requires the Installation of a Decorative Windmill on the Tower
Department: Town Attorney, Jim Maloney

I. C ONTRACTS ABOVE $100,000
- *Radio Flash Upgrades*
  Amount: $114,854.00
  Contractor: Motorola
  Department: Police, Ron Combs

8. **TOWN ADMINISTRATOR**
- **Reports**

9. **PUBLIC HEARINGS**

A. PARKER KEYSTONE – Minor Development Plat
Applicant: Greg Armstrong, Armstrong Capital Development
Location: Generally located at the southeast corner of Lincoln Avenue and Parker Road
Department: Community Development, Patrick Mulready

B. ORDINANCE NO. 1.493 – First Reading
A Bill for an Ordinance to Adopt the 2017 Budget and to Make Appropriations for the Same
Department: Finance, Don Warn
Second Reading: December 7, 2016

10. **ORDINANCE NO. 9.259 – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive)
Department: Engineering, Chris Hudson

11. **Comprehensive Development Agreement Between the Parker Authority for Reinvestment, the Town of Parker, and Mainstreet Pier, LLC, Concerning the Parker Place Hotel**
Department: Economic Development, Weldy Feazell
Second Reading: November 7, 2016

12. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

November 7, 2016

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

1. Proposed request for proposals related to economic development on Mainstreet

2. Proposed license agreement for the Parker Place Hotel Project

"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)."

3. Ordinance No. 3.01.107.2, Series of 2016

4. Dissolution of a homeowners association and Town assumption of obligations

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

TOWN OF PARKER
TOWN COUNCIL
SPECIAL MEETING
SEPTEMBER 26, 2016

Mayor Mike Waid called the meeting to order at 5:10 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topic for discussion in Executive Session was one (1) item under C.R.S. § 24-6-402(4)(b) which 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).

EXECUTIVE SESSION

Josh Martin moved and Debbie Lewis seconded to go into Executive Session 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.

Debbie Lewis moved and Amy Holland seconded to come out of Executive Session at 6:20 P.M. at which time the meeting was adjourned.

The motion was approved unanimously.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 17, 2016

Mayor Mike Waid called the meeting to order at 5:40 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first item was a Proposed Tax and Fee Assistance Agreement between the Town and All Fired Up! LLC and the second item was a proposed intergovernmental agreement with the E-470 Public Highway Authority for regional trail improvements; under C.R.S. § 24-6-402(4)(b) there was one item to receive legal advice on specific legal questions on Section 13.01.090 of the Parker Municipal Code and under C.R.S. § 24-6-402(4)(a) there was one item for a proposed acquisition of right-of-way for the Eastern Access Drive.

EXECUTIVE SESSION
Amy Holland moved and Josh Martin seconded to go into Executive Session 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. § 24-6-42(4)(e), 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), to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a) and the proposed acquisition of right-of-way for the Eastern Access Drive.

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to come out of the Executive Session at 6:05 P.M.

The motion was approved unanimously.

REGULAR MEETING
Mayor Waid reconvened the meeting at 7:11 P.M.

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

SPECIAL PRESENTATIONS – None

PARKER CHAMBER OF COMMERCE UPDATES – None

PUBLIC COMMENTS – None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Josh Martin
Attended the E-470 2017 Budget Meeting. They are also working on the Authority's Master Plan.

Amy Holland
1. Attended the Library Foundation Event with Councilmembers Rivero, Diak, Lewis and Williams. It was a nice get-together to celebrate libraries in Lone Tree, Castle Pines and Parker.

2. Coffee with a Cop at Kneaders.
3. Cultural banquet with Elaine Mariner.

Renee Williams
Attended memorial for Dave Hughes at the PACE Center.

Debbie Lewis
1. Attended the Library Celebration.
2. She and Josh Rivero attended the Colorado Business of Arts. Elaine Mariner was a presenter.

John Diak
Attended the Years of Service Banquet to honor employees.

Mike Waid
1. The Metro Mayors' Caucus
2. The Years of Service Banquet
3. The Parker Historical Society Meeting
4. Coffee with a Cop at Kneaders
5. Scout night last Thursday at Town Hall
6. Spamalot wrap-up yesterday.

CONSENT AGENDA

A. APPROVAL OF MINUTES
October 3, 2016

B. ORDINANCE NO. 9.259 – First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive)
Department: Engineering, Chris Hudson
Second Reading: November 7, 2016

C. ORDINANCE NO. 1.491 – First Reading – (To be continued to November 7, 2016)
A Bill for an Ordinance to Approve the Memorandum of Understanding Among Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Fire Protection District, and the Town of Parker, Concerning the Arapahoe County Type IV All Hazards Incident Management Team
Department: Police, Doreen Jokerst
Second Reading: November 7, 2016

D. RESOLUTION NO. 16-064
A Resolution Accepting the Conveyance of a Drainage Easement from Drake Cares #3, LLC, for Lot 8, Parker Hilltop Town Square – 1st Amendment
Department: Engineering, Alex Mestdagh

Amy Holland moved and Debbie Lewis seconded to approve Consent Agenda Items 6A through 6D.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

Gave a Shout Out to the County Assessor regarding assessment in PAR areas. We appreciated her taking the time to meet with us.

Spoke to an individual who attended the Sunday matinee of Spamalot and she stated that her parents had attended Spamalot in Las Vegas and thought this exceeded the Vegas show.

PUBLIC HEARINGS

A. ORDINANCE NO. 3.325 – First Reading
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Meadowlark Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Ryan McGee
Second Reading: To be continued to a date uncertain.

The applicant has requested this item be continued to a date uncertain because of unresolved issues with the Parker Water and Sanitation District and the Cherry Creek Project Water Quality Authority. The applicant was available for questions.

Joshua Rivero moved to continue the public hearing to a date uncertain with the condition that the applicant is required to re-notice the public hearings as required in Section 13.08.030, Subsections 13.08.030(b) and 13.08.030(d) of the Town of Parker Land Development Ordinance.

Amy Holland seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 1.465.3 – Second Reading
A Bill for an Ordinance to Adopt the 2016 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Don Warn

7:25 P.M.
The purpose of this budget revision is to amend the appropriated funds for 2016. The total budget amendment is a net increase of $247,435 which includes supplemental appropriations of $680,478 and additional revenue of $433,043. A detailed list of items can be found in Exhibit A attached to the budget ordinance.

Public Comment – None

The Public Hearing was closed at 7:26 P.M.

Debbie Lewis moved to approve Ordinance No. 1.465.3 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 8.24.7 – Second Reading
A Bill for an Ordinance Amending Chapter 4.03 of the Parker Municipal Code to Establish a Fee for Paper Submittal of Sales Tax Returns
Department: Finance, Don Warn

Processing of paper sales tax returns requires an average of 4 hours a day and also creates additional costs due to lockbox fees charged by our bank. The lockbox fees charged to the Town for the last twelve months were $6,526.

Utilization of the online option improves the efficiency of the sales tax department, saves valuable staff time that can be allocated to other important tasks such as additional taxpayer education and special projects, it improves accuracy and is more cost effective. The cost to the taxpayer for filing online is $0.60 if they choose the electronic check method or it is .025% if they pay by credit card.

Public Comment – None

Joshua Rivero stated the following for the record: "I understand the need to modernize, but I have to wonder about these methods. I believe if we want to change behavior, then we should incentivize the positive and not punish the behavior in question. Instead of fining those that file by paper, we award those that file electronically. We charge $10 yearly for a license, why not make electronic licenses free. If you want to file by paper, then you have to pay $10/year per license. There are other things I think we should spend more time. This is the first time Council heard this as an issue then you come at us with a $20 fee, it concerns me. Moreover, this is the biggest thing I want to get across for the record. The businesses are not the taxpayers, the businesses are the tax collectors who collect the revenue for this Town. To punish the businesses that are doing the right thing, the taxpayers are the end of the line citizens (the purchasers) so to punish the businesses that are doing the right thing by paying their taxes I have a huge ideological problem with, I find it fundamentally wrong to punish the very businesses that are doing the right thing and collect the Town's revenue, I will be voting no on this issue."

Josh Martin moved to approve Ordinance No. 8.24.7 on second reading.

Renee Williams seconded the motion.

The motion was approved 4-2. (Holland and Rivero voted no.)

<u>ORDINANCE NO. 3.01.110</u> – Second Reading
A Bill for an Ordinance to Amend Section 13.07.130 of the Parker Municipal Code Concerning the Surveyor Certification
Department: Town Attorney, Jim Maloney

The Town's subdivision regulations require a surveyor to certify that a plat was prepared in accordance with the applicable standards of the practice. The Colorado Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors has modified the type of certification surveyors are allowed to provide, which requires an amendment to the Town's subdivision regulations.

Public Comment – None

Amy Holland moved to approve Ordinance No. 3.01.110 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:34 P.M.

_____ _____
Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7B
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 5.28.20 – A Bill for an Ordinance Amending Chapter 5.02 of the Parker Municipal Code to Establish a New Liquor License Type; and Creating a New Section 5.02.810 and 5.02.820 to Allow Transfers of Retail Liquor Store and Liquor-Licensed Drugstore Licenses

☐ PUBLIC HEARING
☐ CONTRACT
☐ MOTION
☒ ORDINANCE FOR 1st READING (11/07/2016)
☐ ORDINANCE FOR 2nd READING (11/21/2016)
☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: Two new laws, House Bill 16-1439 and Senate Bill 16-197, were enacted by the General Assembly this year that will change the landscape of the Colorado liquor industry in many ways and will require the Town Council to amend Chapter 5.02 of the Parker Municipal Code to conform with House Bill 16-1439 and Senate Bill 16-197.

PRIOR ACTION: The Special Licensing Authority recommends approval of the attached Ordinance.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: House Bill 16-1439 creates a new type of liquor license under the Colorado Liquor Code, referred to as a Lodging and Entertainment License, for a lodging and entertainment facility that, as its primary business, provides lodging, sports, or entertainment activities to the public and, incidental to that business, sells and serves alcohol beverages for consumption on the premises. HB16-1439 is intended to phase out tavern licenses that do not necessarily fit the lawful definition of a tavern, because their primary business function is not the sale of alcoholic beverages. The tavern license will still be available for those businesses that only sell alcoholic beverages.

Senate Bill 16-197 is a comprehensive bill that will allow liquor-licensed drugstore ("LLD") and retail liquor store licensees to obtain additional licenses under limited circumstances beginning on January 1, 2017. LLD licenses may be obtained by applying to the state and the local licensing authority to transfer two (2) existing retail liquor store licenses from the same local jurisdiction to convert to one LLD license. Senate Bill 16-197 prohibits a convenience or grocery store with a "converted" license to be within 1,500 feet of another retail liquor store if the municipality has a population of greater than 10,000.

Starting in 2019, there will no longer be a difference in alcohol content between "fermented malt beverages" and "malt liquor," because SB-197 amends the definition of "malt liquor" to encompass both types of beer. Consequently, 3.2% beer will be effectively eliminated from store shelves in Colorado.

In order to implement these changes to the State Liquor Code, the Town Council needs to adopt the attached ordinance.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Special Licensing Authority; Carol Baumgartner, Town Clerk; Corey Y. Hoffmann, Special Counsel; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 5.28.20

RECOMMENDED MOTION: "I move to approve Ordinance No. 5.28.20 on first reading and schedule second reading for November 7, 2016, as a part of the consent agenda."

ORDINANCE NO. 5.28.20, Series of 2016

TITLE: A BILL FOR AN ORDINANCE AMENDING CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE TO ESTABLISH A NEW LIQUOR LICENSE TYPE; AND CREATING NEW SECTIONS 5.02.810 AND 5.02.820 TO ALLOW TRANSFERS OF RETAIL LIQUOR STORE AND LIQUOR-LICENSED DRUGSTORE LICENSES

WHEREAS, the Colorado Legislature recently amended the Colorado Liquor Code, C.R.S. § 12-47-101, *et seq.*, creating a new alcohol beverage license to permit a lodging and entertainment facility to sell alcohol beverages for on-premises consumption;

WHEREAS, the Colorado Legislature recently amended the Colorado Liquor Code, C.R.S. § 12-47-101, *et seq.*, allowing, among other things, retail liquor store licensees and liquor-licensed drugstore licensees to acquire additional licenses;

WHEREAS, Governor Hickenlooper signed House Bill 2016-1439 and Senate Bill 2016-197 into law on June 10, 2016, effectively immediately;

WHEREAS, pursuant to C.R.S. § 12-47-309, the Town is authorized to issue, at its option, a lodging and entertainment license to a qualified lodging and entertainment facility;

WHEREAS, the Parker Municipal Code currently does not permit retail liquor store licensees and liquor-licensed drugstore licensees to acquire additional retail liquor store or liquor-licensed drugstore licenses; and

WHEREAS, the Town Council desires to adopt an ordinance to comply with the recent revisions to the Colorado Liquor Code.

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

Section 1. Section 5.02.610, Definitions, of the Parker Municipal Code is hereby amended to read as follows:

5.02.610 Definition.

As used in this Division, the term liquor license shall include the following classes of licenses:

* * *

(9) Arts license; ~~and~~

(10) Racetrack license; **and**

(11) ~~**Retail gaming tavern license.**~~ **Lodging and entertainment facility license**.

Section 2. Section 5.02.635, Manager registration, of the Parker Municipal Code is hereby amended to read as follows:

5.02.635 Manager registration.

(a) A person licensed pursuant to this Division as a hotel and restaurant licensee, ~~or a~~ tavern licensee, **or a lodging and entertainment facility licensee** shall manage the premises himself or herself or shall employ a separate and distinct manager on the premises and shall register the name of the manager with the Town. No person shall be a registered manager for more than one (1) licensed premises.

Section 3. Section 5.02.730, Distance from schools, of the Parker Municipal Code is hereby amended to read as follows:

5.02.730 Distance from schools.

* * *

(b) Subsection (a) does not apply to:

* * *

(3) A liquor license in effect and actively doing business before the principal campus was constructed; ~~or~~

(4) Any club located within the principal campus of any college, university or seminary, as defined in Section 12-47-103(3), (4) and (5), C.R.S., which limits its membership to the faculty or staff of such institution;

(5) Any applicant for a liquor license who desires to operate a business where liquor is sold by the drink for consumption on premises within the DB-Downtown Business District**; or**

(6) The conversion of a tavern license to a lodging and entertainment facility license or to another license granted under the provisions of this Chapter, if any, for which the person qualifies.

Section 4. Section 5.02.740, Transfer, of the Parker Municipal Code is hereby amended to read as follows:

5.02.740 Transfer.

No license for alcoholic liquor granted under the provisions of this Division shall be transferable, ~~except that~~ **except where permitted by state law or provisions of this Code relating to the particular license**. ~~when~~ **When** a license has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new license. All rights and privileges granted under the original

license shall continue in full force and effect as to such survivors for the balance of the license period

Section 5. Chapter 5.02 of the Parker Municipal Code is hereby amended by the addition of a new Section 5.02.810, which shall read as follows:

5.02.810 Retail liquor store license-multiple licenses permitted.

(a) An owner, part owner, shareholder, or person interested directly or indirectly in a retail liquor store license issued by the Local Licensing Authority may acquire additional retail liquor store licenses issued by the Local Licensing Authority in accordance with the schedule set forth in section 12-47-407(4), C.R.S.; provided, however, that the additional license sought to be acquired is for a retail liquor store located at least one thousand five hundred (1,500) feet from another licensed retail liquor store.

(b) Any owner, part owner, shareholder or person interested directly or indirectly in a retail liquor store issued by the Local Licensing Authority who has acquired ownership of an additional retail liquor store license may apply for a transfer of ownership or change in location of the retail liquor store pursuant to the procedures outlined in this Division.

Section 6. Chapter 5.02 of the Parker Municipal Code is hereby amended by the addition of a new Section 5.02.820, which shall read as follows:

5.02.820 Liquor-licensed drugstore license-multiple licenses and conversion permitted.

(a) An owner, part owner, shareholder, or person interested directly or indirectly in a liquor-licensed drugstore license issued by the Local Licensing Authority may acquire additional liquor-licensed drugstore licenses issued by the Local Licensing Authority in accordance with the schedule set forth in section 12-47-408(4), C.R.S.; provided, however, that the additional license is obtained in accordance with Subsection (b) below.

(b) Any person applying for an additional liquor-licensed drugstore license on or after January 1, 2017, and before January 1, 2019, must meet the following requirements:

(1) The applicant applies to transfer ownership of:

a. all licensed retail liquor stores located within one thousand five hundred (1,500) feet of the proposed drugstore premises; or

b. if there are no licensed retail liquor stores within one thousand five hundred (1,500) feet of the drugstore premises, at least two (2) licensed retail liquor stores within the Town's jurisdiction;

(2) The applicant applies for a change of location of one (1) of the retail liquor stores;

(3) The applicant applies for a merger and conversion of the retail liquor store licenses into a single liquor-licensed drugstore;

(4) Upon transfer and conversion of the retail liquor store licenses to a single liquor-licensed drugstore, the drugstore premises for which the additional license is sought will be located at least one thousand five hundred (1,500) feet from all licensed retail liquor stores; and

(5) The applicant can demonstrate that at least twenty percent (20%) of the gross proceeds from total sales during the prior twelve (12) months at the licensee's drugstore premises derived from the sale of food items.

(c) The liquor-licensed drugstore applying for a license merger and conversion of retail liquor licenses into a single liquor-licensed drugstore license may apply for a transfer, change of location, and merger and conversion all as part of a single application, and an applicant need not apply separately. All of the procedures outlined in this Division shall be applicable to a merger and conversion of existing retail liquor store licenses to a single liquor-licensed drugstore license.

Section 7. The definition of "*liquor license*" in Section 5.02.860, Definitions, of the Parker Municipal Code is hereby amended to read as follows:

5.02.860 Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

* * *

Liquor license shall include the following classes of licenses:

* * *

b. Liquor-licensed drugstore;

* * *

i. Arts license; ~~*and*~~

j. Racetrack license; **and**

k. Lodging and entertainment facility license.

Section 8. Section 5.02.860, Definitions, of the Parker Municipal Code is hereby amended by the addition of the following new definition, to be inserted alphabetically:

5.02.860 Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

* * *

Lodging and entertainment facility **means an establishment that is either: (a) a lodging facility, the primary business of which is to provide the public with sleeping rooms and meeting facilities; or (b) an entertainment facility, the primary business of which is to provide the public with sports or entertainment activities within its licensed premises; and incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the premises and has sandwiches and light snacks available for consumption on the premises.**

Section 9. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained. The Town Council further finds that the title to this Ordinance was posted in two (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 10. 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 11. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

ITEM NO. 07C

ORDINANCE NO. 1.491

(TO BE CONTINUED TO NOVEMBER 21, 2016)

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7D
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 9.260 – A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and Town of Parker Regarding the Extension of the Existing E-470 Trail**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(11/07/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(11/21/2016)
☐	MOTION	☐	RESOLUTION	

Jim Cleveland, Parks & Recreation Director | **G. Randolph Young, Town Administrator**

ISSUE: Town staff has been working with the E-470 Public Highway Authority (the "Authority") concerning the extension of the E-470 Trail. The Authority is currently widening E-470 from Quincy Avenue to Parker Road. The attached Intergovernmental Agreement (IGA) outlines the specific terms and conditions regarding the alignment, timing, construction, maintenance, and the Authority funding contribution related to the extension of the E-470 Trail.

PRIOR ACTION: There has been no prior action pertaining to this project.

FUNDING/BUDGET IMPACT: There are two potential budgetary impacts related to this project if approved and implemented per the IGA. These include 1) perpetual maintenance by the Town of the existing E-470 Trail within the Town boundary if and when this obligation is transferred to the Town, and 2) the potential additional cost difference above the $438,000 to construct the trail within the "Bench Grade Area" (see **BACKGROUND** section). The annual trail maintenance funding impact has been estimated by staff at approximately $7,800 in 2016 dollars. Staff does not anticipate any additional construction cost above the $438,000 noted in IGA since the original cost estimate was based on a longer trail segment (approx. 7,300 linear feet) versus the current 3,168 linear feet within the "Bench Grade Area".

BACKGROUND: Based upon negotiations with the Authority concerning the extension of the existing E-470 trail, the following terms and conditions have been agreed upon. Using the attached vicinity map, the details of the IGA can be summarized as follows:

1. Town-Preferred Alignment. Upon the approval of the agreement, the Authority will pay to the Town $438,000 to build the "Town-Preferred Alignment," which is shown as the yellow line. The Town will have five (5) years (with a possible extension of two (2) additional years) to design and construct the Town-Preferred Alignment with the cooperation and assistance of its partners, which include Arapahoe County, Douglas County, and the City

of Aurora (the "Partners"). It the Town-Preferred Alignment is not constructed within five (5) years (or seven (7) years, if the agreement is extended), the Town will return the $438,000, together with interest, to the Authority.

2. Existing E-470 Trail Within Parker Town Boundary. If the Town and the Partners construct the Town-Preferred Alignment, then the Town will be obligated to assume the perpetual maintenance of the "Existing E-470 Trail within the Parker Town Boundary," which is shown as a green line. The Authority is required to maintain the Existing E-470 Trail within the Parker Town Boundary according to Town standards, until such time as the maintenance obligation is transferred to the Town.

3. Bench Grade Area. The Authority is currently constructing the "Interim Trail Extension," which is shown as a red line. The Authority recently constructed the "Bench Grade Area," which is shown as a blue line. The Interim Trail Extension will ultimately connect to the Town-Preferred Alignment. However, if the Town-Preferred Alignment is not constructed, then the Interim Trail Extension will connect to the trail to be constructed on the Bench Grade Area, which trail will terminate at Cottonwood Drive. The Authority will use the $438,000 that is returned by the Town to build the trail within the Bench Grade Area. However, if the cost to build this trail exceeds $438,000, the Town and the Partners will be required to pay the Authority the difference, otherwise, the trail will not be constructed by the Authority.

RECOMMENDATION: Staff recommends approval.

PREPARED/REVIEWED BY: Dennis Trapp, Project Administrator; Jim Cleveland, Parks & Recreation Director; Jim Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Ordinance No. 9.260

RECOMMENDED MOTION: "I move to approve Ordinance No. 9.260 on first reading and schedule second reading for November 21, 2016, as part of the consent agenda."

Vicinity Map

PARKER
COLORADO

0 0.5 1 Mile

N
W E
S

ORDINANCE NO. 9.260, Series of 2016

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the E-470 Public Highway Authority and the Town of Parker Regarding the Extension of the Existing E-470 Trail, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

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

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into effective this _____ day of _____ 2016, by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "Authority") and, the TOWN OF PARKER, a Colorado home rule municipality (the "Town"). The Authority and the Town may be collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

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

WHEREAS, the Authority was created and organized pursuant to Sections 43-4-501, *et seq.*, C.R.S. (the "Act"), for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway ("E-470"); and

WHEREAS, E-470 is located within a three hundred foot (300') wide right-of-way owned in fee by the Authority (the "ROW") and is generally abutted by a seventy-five-foot (75') multi-use easement owned by the Authority ("Multi-Use Easement" or "MUE"); and

WHEREAS, the Authority has historically anticipated the construction of a future public recreational trail within the MUE and, to date, the Authority is constructing portions of the recreational trail in the MUE up to South Ireland Way (the "Existing E-470 Trail"); and

WHEREAS, the Authority is currently widening E-470 from Quincy Avenue to Parker Road (the "Widening Project"); and

WHEREAS, During the Widening Project the Authority had planned to extend the Existing E-470 Trail within the MUE from South Ireland Way to Cottonwood Drive (the "Planned Extension"); and

WHEREAS, the Town is concerned about the at-grade crossing associated with the Planned Extension at Parker Road and Cottonwood Drive, and the Town desires to reach agreement with the Authority which allow the Town to seek alternative trail alignments to the Planned Extension located outside of the Authority's MUE; and

WHEREAS, the Town's preferred alignment is located approximately and conceptually in the area depicted in yellow on the map attached hereto and incorporated by this reference as **Exhibit A** (the "Town-Preferred Alignment"); and

WHEREAS, the Town-Preferred Alignment potentially traverses through property owned by private parties, the Town, Arapahoe County, Douglas County and the City of Aurora (the "Partners"); and the Authority and the Town wish to cooperate in an effort to facilitate the Town-Preferred Alignment on the terms and conditions provided herein.

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

AGREEMENT

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

I. AUTHORITY OBLIGATIONS.

A. Extension of Existing E-470 Trail. The Authority shall, in conjunction with the Widening Project, extend the Existing E-470 Trail from South Ireland Way to the county line between Arapahoe and Douglas Counties in the area depicted by the red line on **Exhibit A** (the "Interim Extension").

B. Bench Grading for Planned Extension. The Authority shall, in conjunction with the Widening Project, bench grade for a future trail from the terminus of the Interim Extension to Cottonwood Drive as depicted in blue on **Exhibit A** (the "Bench Grade Area"). The Authority's bench grading in the Bench Grade Area shall not give rise to any obligations whatsoever for the Authority to either construct or maintain the Planned Extension, except to the extent and subject to the conditions expressly set forth in Section 6 of this Agreement.

C. Contribution to Town-Preferred Alignment Design and Construction. The Authority shall, within thirty (30) calendar days of the effective date of this Agreement deposit with the Town the sum of Four Hundred Thirty-Eight Thousand Dollars ($438,000) (the "Construction Contribution") which shall be applied by the Town to the costs of designing and constructing the Town-Preferred Alignment subject to the following conditions and limitations:

1. The Construction Contribution shall to be held by the Town in a segregated interest bearing account, which shall be held separately from all other Town monies and accounts. The account may be audited by the Authority from time to time in order to ensure compliance with this Agreement; and

2. No payments shall be made by the Town from the Construction Contribution until:

(i) Construction contracts for the entire length of the Town-Preferred Alignment have been signed by the Town or one or more of the Partners containing definitive dates for both construction commencement and final completion of the entire length of the Town-Preferred Alignment; and

(ii) The Partners have expressly allocated by written contract the responsibility for perpetual operation and maintenance of the entire length of the Town-Preferred Alignment by entities, public or private, other than the Authority.

3. The Construction Contribution shall be utilized solely to fund direct expenses incurred by the Town or the other Partners for the costs of design or construction of the Town-Preferred Alignment. The Construction Contribution shall not be used to fund any costs or expenses other than those paid directly to design or construction professionals for the costs of designing and constructing the Town-preferred alignment. The Construction Contribution shall not be used to fund costs and expenses associated with right-of-way acquisition, staff time, negotiating contributions from any of the Partners, architectural renderings done solely for public information purposes or any other similar payments.

4. The Town shall provide a detailed and itemized written report to the Authority's Finance Director annually on February 1st of each year during the term of this Agreement describing all design or construction expenses paid, including the vendor name and work performed, for the previous year, as well as a summary of the status of negotiation among the Partners.

5. The Construction Contribution shall be returned to the Authority, including any and all accrued interest (the "Funds"), on the fifth (5th) anniversary of the effective date of this Agreement (the "Term") if the conditions specified in Section (C)(2)(i) and (C)(2)(ii) have not be fulfilled; provided that the Town and any of the Partners may request that the Term be extended for an additional two (2) years, which request shall be subject to the Authority's approval, which shall not be unreasonably withheld.

6. In the event that the Funds are returned to the Authority as provided herein, the Authority shall construct the Planned Extension in the Bench Grade Area, subject to the following limitations, which shall be conditions precedent to the Authority's obligation to construct the Planned Extension:

(i) The Authority will seek bids for construction of the Planned Extension within the Bench Grade Area within one (1) year of the date that the Funds are returned to the Authority. If the Funds are not sufficient to construct the Planned Extension based upon the lowest responsive and responsible bid received by the Authority (the "Bid"), the Authority will notify the Partners in writing of the dollar amount of the difference between the Funds and the Bid (the "Shortfall"). The Town and any number of the Partners shall, within forty-five (45) days following the date of the written notice of the Shortfall, pay the full amount of the Shortfall to the Authority.

D. Authority Maintenance of Existing E-470 Trail to Town Standards. The Authority shall at all times during the term of this Agreement maintain all portions of the Existing E-470 Trail within the Town, which the Town will be asked to maintain upon substantial completion of the Town-Preferred Alignment, in accordance with the Town's trail maintenance standards attached hereto, and incorporated herein by this reference, as **Exhibit B**.

Further, the Authority shall perform the work described in **Exhibit C** on the Existing E-470 Trail within the Town in order to ensure turnover to the Town for maintenance as provided in Section II(C).

E. Town Annual Inspection of Existing E-470 Trail. The Town and the Authority will jointly conduct an annual inspection of the Existing E-470 Trail within the Town in order to allow the Town to verify annually the Authority's continued compliance with **Exhibits B** and **C** (the "Annual Inspection"). The Annual Inspection shall take place during the month of June on a mutually agreed day and time each year, until such time as the Town or other Partners have commenced construction of the Town-Preferred Alignment or the Term expires.

F. Town Final Inspection and Acceptance for Perpetual Maintenance of Existing E-470 Trail. Upon substantial completion of construction of the Town-Preferred Alignment, the Town and the Authority shall perform a final inspection to ensure Authority compliance with **Exhibits B** and **C** (the "Final Inspection"). The Town shall, within thirty (30) days of the date of Final Inspection, take over the perpetual maintenance of the Existing E-470 Trial within the Town. During the term of this Agreement, the Authority agrees to perform the work reasonably necessary to bring any areas identified during Annual Inspections into compliance with **Exhibit B**, consistent with the maintenance performed by the Town on similar trails, within sixty (60) days of the date of the Annual Inspection and to demonstrate the same to the Town.

II. TOWN OBLIGATIONS

A. Coordinate Among Partners. The Town shall coordinate among all Partners with the goal of obtaining all Partner's written agreement for construction and maintenance of the Town-Preferred Alignment and having a construction commencement date established on or before the end of the Term of this Agreement, and any Authority-approved extensions of the Term described in Section 5 of this Agreement; and

B. Maintenance of Town-Preferred Alignment Located within the Town of Parker. The Town agrees that if the Authority performs the maintenance described in **Exhibit B** and **Exhibit C**, then, upon substantial completion of the construction of the Town-Preferred Alignment, (1) the Town or others as provided herein shall assume perpetual operational and maintenance obligations for the Town-Preferred Alignment, and (2) the Town shall assume perpetual operational and maintenance obligations for all portions of the Existing E-470 Trail located within the Town outside from the E-470 mainline and the right-of-way fence separating the right-of-way from the trails as more specifically identified on **Exhibit A**, and described therein as the "Existing E-470 Trail within Parker Town boundary" in the area depicted by the green line. The Town's perpetual maintenance obligations shall not include the fencing separating the right-of-way from the trails which shall remain the Authority's maintenance obligation.

III. EXISTING CHERRY CREEK TRAIL IGA. The Town and the Authority entered into that Intergovernmental Agreement by and between E-470 Public Highway Authority and the Town of Parker on April 9, 2015 (the "Cherry Creek Trail IGA"). The Parties agree that the provisions of the Cherry Creek Trail IGA remain in full force and effect. At such time as the Town takes over maintenance of the Existing E-470 Trail, the Parties agree to amend the Cherry

Creek Trail IGA, or incorporate it into a new intergovernmental agreement regarding on-going trail maintenance.

IV. AUTHORITY PERMITS FOR THE EXTENSION. The Town shall be required to obtain all necessary permits for the construction of the Town-Preferred Alignment as provided by Section 10 of the E-470 Annexation Agreement dated September 10, 2012, between the Parties (the "Annexation Agreement"); provided that the Town shall not be required to pay any fees for permits or other fees described in the E-470 Public Highway Manual, as amended. The Authority agrees to provide timely permit approvals, subject to the Town's compliance with the Annexation Agreement. In the event that a necessary permit is not issued or unreasonably delayed, then in that event the Term of the Escrow will be extended by the number of days that the permit is not issued or unreasonably delayed.

V. NOTICES. Any notice required or permitted to be given hereunder shall be deemed given and received: (i) two business days after mailing by United States certified mail, return receipt requested, postage prepaid, (ii) one business day after deposit prepaid with a reputable overnight courier for next day delivery, (iii) upon personal delivery during regular business hours, properly addressed as follows:

If to the Town:	Town of Parker Attn: Parks, Recreation and Open Space Director 20120 E. Mainstreet Parker, Colorado 80138
If to the Authority:	E-470 Public Highway Authority Attention: Executive Director Administrative Headquarters Facility 22470 East 6th Parkway Aurora, Colorado 80018

Either Party may change its address for the purposes of notice by giving written notice of such change to the other Party, in any manner above specified.

VI. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together

shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority or the Town or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority or the Town pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

F. Nonassignability. The Town may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of the Town.

G. Payment of Tolls. The Town understands and agrees that the Town, its subcontractors, vendors and employees shall pay all tolls incurred by them during the term of this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for Douglas County.

K. Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants with respect to the real property so indicated and are to run with the land.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Nonseverability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

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

R. Recitals. The recitals to this Agreement are incorporated herein by this reference.

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

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

E-470 PUBLIC HIGHWAY AUTHORITY

_____

By: _____

Its: Executive Director

ATTEST:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as Executive Director, and _____, as _____, of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

APPROVED AS TO FORM:
ICENOGLE | SEAVER | POGUE
A Professional Corporation

_____
General Counsel

_____
Director of Finance

DATE APPROVED BY THE BOARD OF DIRECTORS: _____

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

EXHIBIT A

(INTERIM EXTENSION, BENCH GRADE AREA, TOWN-PREFERRED ALIGNMENT, AND EXISTING E-470 TRAIL WITHIN TOWN LIMITS MAP)

EXHIBIT B

(TOWN MAINTENANCE STANDARDS)

The Town's maintenance standards for the Existing E-470 Trial are equivalent to the standards established by the Town for use on all trail systems within the Town and include:

- General trail maintenance and upkeep
- Adjacent shoulder maintenance approximately 2 to 6 feet beyond either side of trail's edge, to include:
    - Shoulder mowing
    - Trimming (via string trimmer)
    - Washout/rutting/erosion mitigation
    - Vegetation rehabilitation/control
- Snow removal
- Trail sweeping
- Sign installation and replacement
- Concrete replacement and crack mitigation
- Graffiti removal on trail
- Bench/dog station installation/maintenance
- Permit oversight regarding any and all trail use permits on all portions of the Existing E-470 Trail located within the Town.

EXHIBIT C

(AUTHORITY TRAIL WORK ON EXISTING E-470 TRAILS WITHIN TOWN OF PARKER)

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7E
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.492 – First Reading – A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing and Improving Cottonwood Drive, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, *et seq.*, Relating to Good Faith Negotiations**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(11/07/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(11/21/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
Acquisition of right-of-way and easement needed to construct the proposed Cottonwood Drive and eastern access drive intersection.

PRIOR ACTION:
None.

FUNDING/BUDGET IMPACT:
Funding for this roadway construction has not been appropriated at this time.

BACKGROUND:
The Transportation Master Plan, adopted by Town Council in 2015, identifies a future collector road that connects Cottonwood Drive (near Gander Mountain) to the future Aurora Parkway. This collector road is a very important element to our transportation system since it will provide relief to the Cottonwood Drive/Parker Road intersection, which will operate at a poor level of service in the future. This collector road will also assist in emergency services response and will stimulate economic growth in the area when connected to Aurora Parkway. Town staff has been coordinating with the City of Aurora staff and the developers/property owners over the past few years in an attempt to generate support for this roadway.

The Property Owner (DCA) located to the east of the Vantage Point development has recently dedicated the right-of-way for the eastern portion of the proposed collector roadway. Due to the

geometry of the existing Cottonwood Drive right-of-way and the adjacent parcels, there is a "sliver wedge" parcel that is located at the northeast corner of this proposed intersection that will require right-of-way and easement acquisition to allow for the construction of the proposed eastern access drive to the north. The summary of right-of-way and easement needed is as follows:

1) Right-of-way – One (1) legal description
2) Traffic signal and sidewalk easement – One (1) legal description

A portion of the right-of-way needed for the eastern portion of this roadway was acquired by the Kings Point South Metropolitan District earlier in 2016. Additional design was completed in the second half of 2016 and it was determined that additional right-of-way and an easement are needed. The easement is required for the existing traffic signal and for the construction of a future sidewalk on the northeast corner at the intersection of Cottonwood Drive.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Tom Williams, Director of Engineering
3) Jim Maloney, Town Attorney

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (11 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.492 on first reading and schedule second reading for November 21, 2016, as a part of the consent agenda."

Cottonwood Drive Intent to Acquire
Vicinity Map
Vantage Point
(in development)
Proposed eastern
access drive to
future Aurora Pkwy
Traffic Signal and Sidewalk
Easement
Cottonwood Dr
Gander
Mtn
Right-of-Way
Acquisition
Parker Rd
Costco
E-470
N
W
E
S
0
250
500
Feet

ORDINANCE NO. 1.492, Series of 2016

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING COTTONWOOD DRIVE, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (right-of-way) and **Exhibit B** (traffic signal easement and associated sidewalk easement acquisition) attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving Cottonwood Drive, a Town roadway, as generally depicted on **Exhibit C**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, but not limited to, the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado, intends to acquire the parcels of property more particularly described in **Exhibits A** and **B** (the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and roadways for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

Right-of-Way Acquisition

One (1) Legal Description (2 pages)

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 7, CROWN POINT F#1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 00073633 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER NORTH 89°29'41" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2015081062 IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°29'41" EAST, A DISTANCE OF 20.39 FEET;

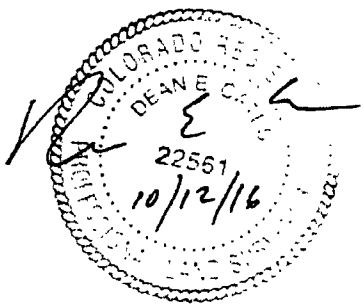
THENCE DEPARTING SAID NORTHERLY LINE SOUTH 03°55'40" EAST, A DISTANCE OF 11.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE AS SHOWN ON SAID PLAT AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2798.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°03'22" WEST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'31", AN ARC LENGTH OF 21.58 FEET TO THE EASTERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2015081062;

THENCE ALONG SAID EASTERLY LINE NON-TANGENT TO SAID CURVE NORTH 00°06'57" WEST, A DISTANCE OF 7.67 FEET TO THE POINT OF BEGINNING.

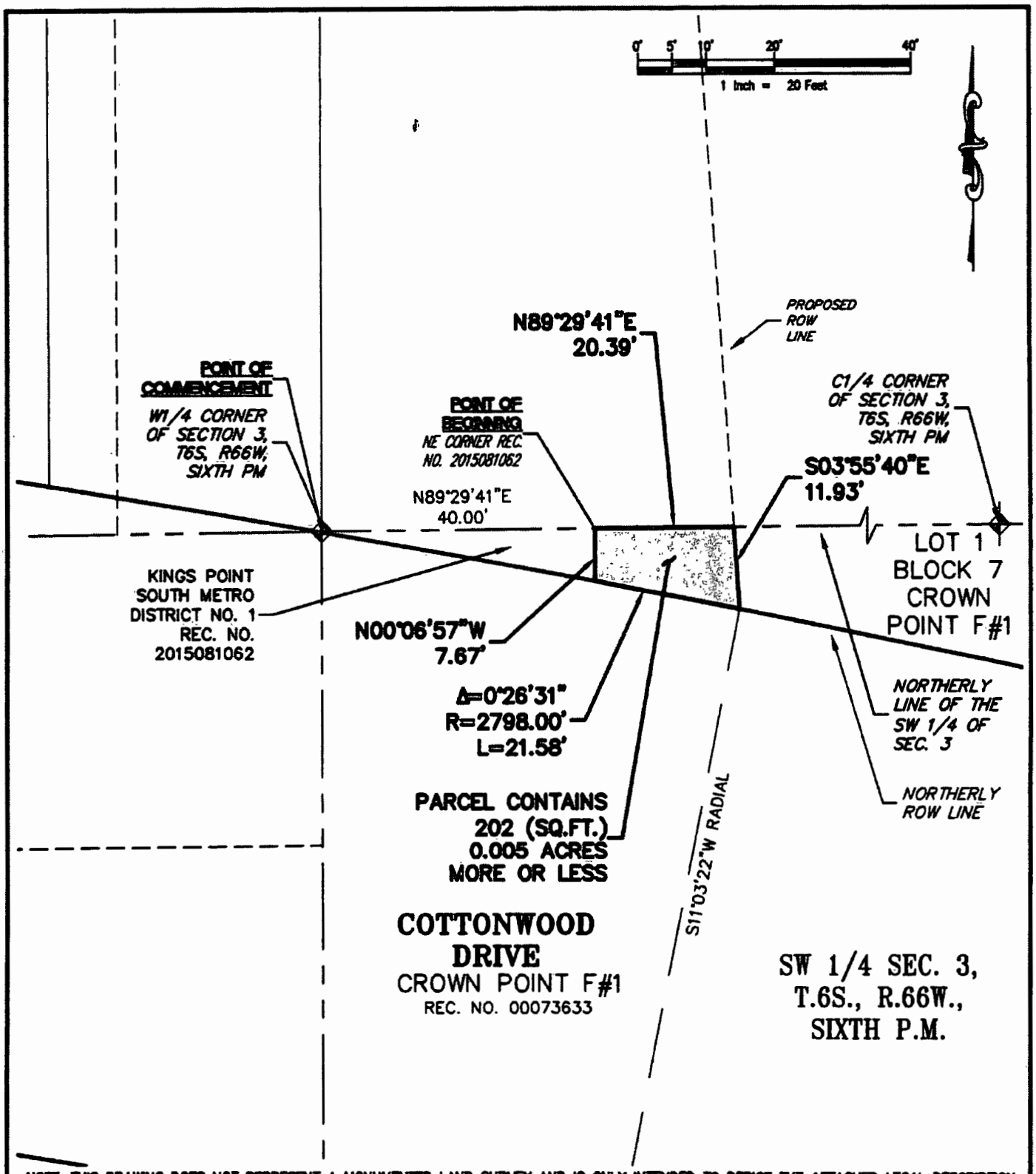
CONTAINING AN AREA OF 0.005 ACRES, (202 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: G:\24916-20\DWG\EXHIBITS\
DWG NAME: LOT 1 ROW PARCEL
DWG: DEC CHK:
DATE: 10/10/16
SCALE: 1" = 20'

AZTEC CONSULTANTS, INC.

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

EXHIBIT A

SW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24916-20

EXHIBIT B

Traffic Signal and Sidewalk Easement Acquisition

One (1) Legal Description (2 pages)

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 7, CROWN POINT F#1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 00073633 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER NORTH 89°29'41" EAST, A DISTANCE OF 60.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°29'41" EAST, A DISTANCE OF 30.37 FEET;

THENCE DEPARTING SAID NORTHERLY LINE SOUTH 03°55'40" EAST, A DISTANCE OF 18.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE AS SHOWN ON SAID PLAT AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2798.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°42'00" WEST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°38'37", AN ARC LENGTH OF 31.43 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 03°55'40" WEST, A DISTANCE OF 11.93 FEET TO THE POINT OF BEGINNING.

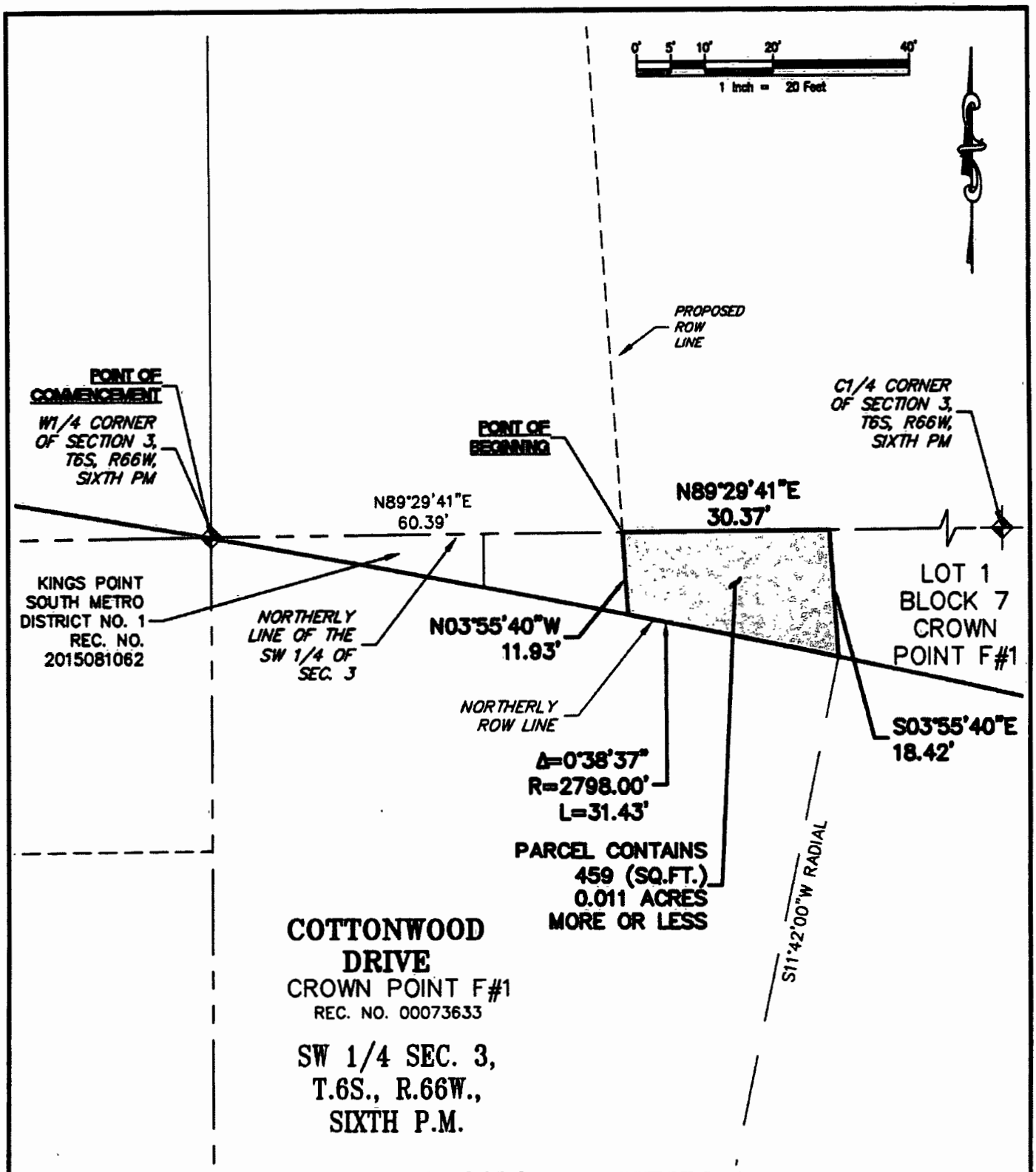
CONTAINING AN AREA OF 0.011 ACRES, (459 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

22561
10/12/16

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT B



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

PATH: G:\24916-20\DWG\EXHIBITS\
DWG NAME: LOT 1 ESMT PARCEL
DWG: DEC CHK:
DATE: 10/10/16
SCALE: 1" = 20'

AZTEC CONSULTANTS, INC.

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

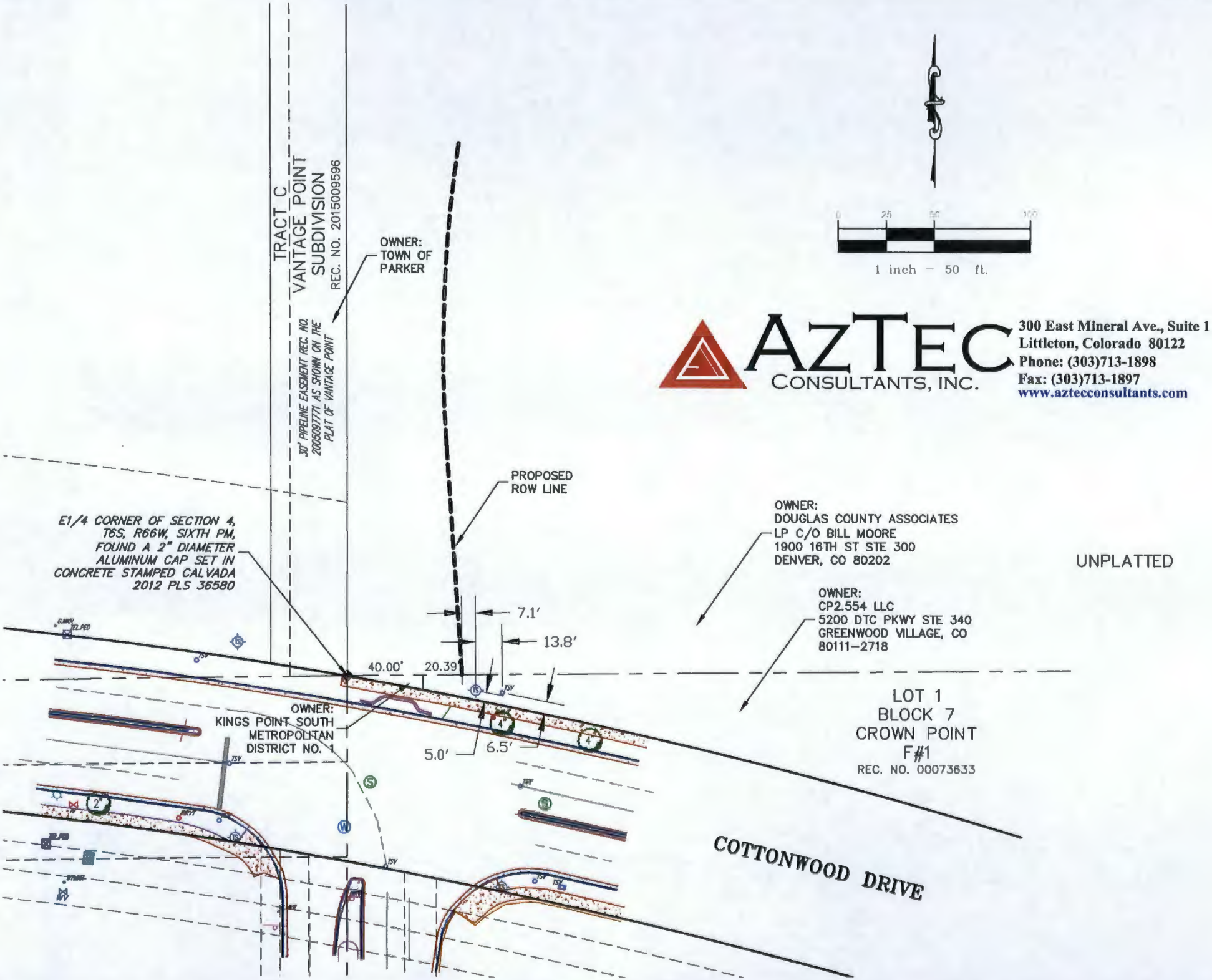
EXHIBIT A
SW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24916-20

EXHIBIT C

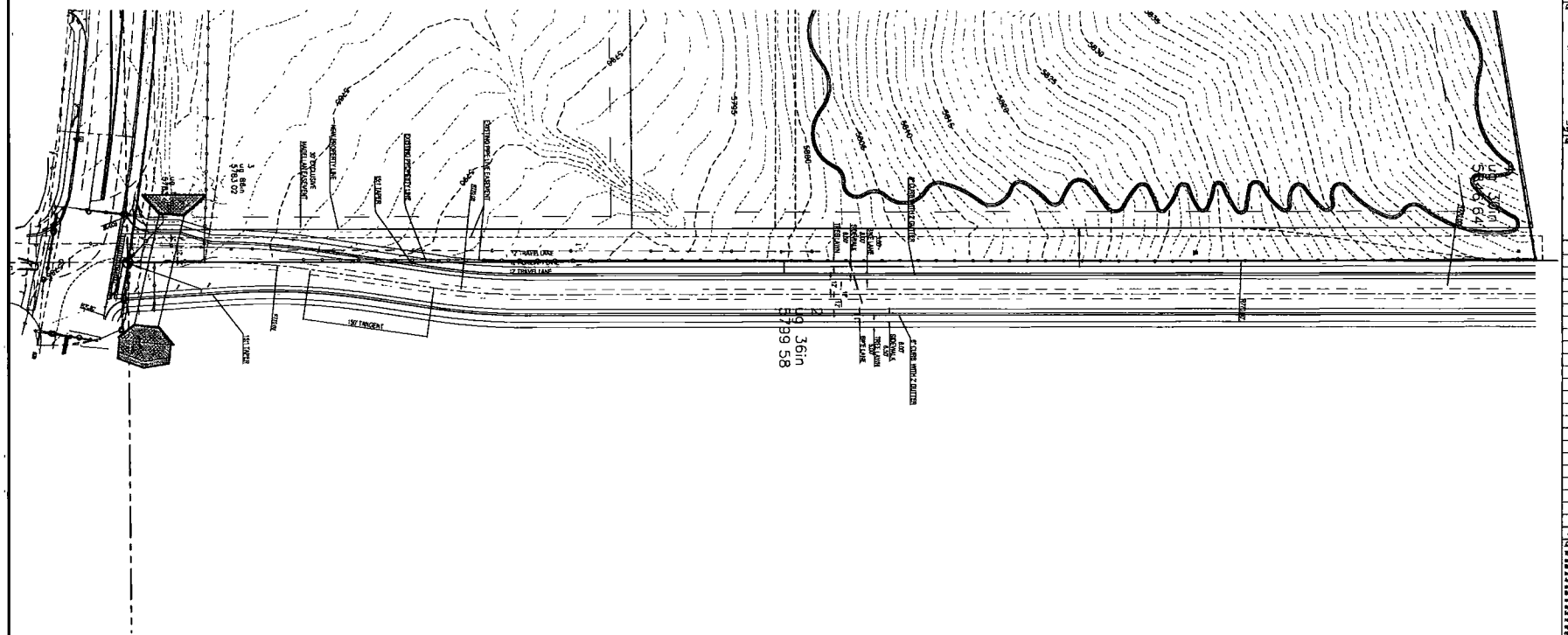
Proposed Eastern Access Drive & Cottonwood Drive Roadway Plans

(2 pages)



AZTEC CONSULTANTS, INC.

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



Know what's below. Call before you dig.

60 0 30 60

1 inch = 60 ft

PARISH STEVENS
Architecture Planning Fees for Design
3457 Dangelly Court 6209 Denver CO 80216
303 626 2588 FAX: 303 625 2587
E-mail: tbarnes@parkerstevens.com

CIVIL ENGINEER
Strategic Land Solutions, Inc.
2595 PONDEROSA ROAD
FRANKTOWN, CO 80116
720.264.7661 Phone
rpalmer@strategicls.net
Robert J. Palmer PE
President

CIVIL ENGINEER

PREPARED UNDER THE DIRECT SUPERVISION OF

SEAL: COLORADO REGISTERED ROBERT J. PALMER 38,320 PROFESSIONAL ENGINEER

BY Robert J. Palmer, PE
Licensed Professional Engineer (CO PE #38,320)
AS PRESIDENT FOR STRATEGIC LAND SOLUTIONS, INC.

SET IND

NO.	DATE	REVISION DESCRIPTION

CONFIDENTIALITY STATEMENT

The recipient of these materials understands that copyright in the materials is owned by SLS and that SLS the materials contain privileged and confidential business information of SLS and/or their Client. Accordingly, the recipient agrees to retain these materials in strict confidence and agrees not to disclose these materials to any other party and further agrees not to make copies of the materials. The recipient agrees to use the materials only for the limited purpose for which SLS has made the materials available, and recipient agrees to return all materials to SLS after such completion of the intended purpose or upon the request of SLS, whichever occurs first.

SITE ADDRESS

VANTAGE POINT S PARKER RD & E COTTONWOOD DR.

TRACTS A,B & C - VANTAGE POINT SUB DIVISION
NE 1/4 SECTION 4, T.6S., R. 66W OF THE 6TH PM
TOWN OF PARKER, STATE OF COLORADO

SCALE: 1"=60'	
DATE: 05/18/2016	
DESIGNED BY: SEL	
DRAWN BY: SEL	FILE NAME: CURRENT DWG
CHECKED BY: FPP	JOB #: 02-002-16

DRAWING TITLE

FUTURE COLLECTOR ROAD

SHEET NO

1 OF 1

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7F
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 3.01.107.2 – A Bill for an Ordinance to Amend Section 13.04.290 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☒ ORDINANCE FOR 1st READING (11/07/2016)
- ☐ ORDINANCE FOR 2nd READING (11/21/2016)
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: In May of last year, the Town Council approved the Group Home and Group Residential Overlay District (the "Overlay"), which requires new group home and new group residential facilities to obtain conditional use approval ("CUP") prior to operating. Application of the Overlay to CUP applications has identified one of the provisions to be problematic. The Town Attorney is recommending that the problematic provision be removed from the Overlay.

PRIOR ACTION: The Town Council approved the Overlay on May 18, 2015.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Overlay requires the CUP application to ". . . provide notice of intent to develop a group home to the homeowners' association or equivalent ("HOA") having jurisdiction if located in a covenant-controlled community." This requirement could be construed as inconsistent with enforceable, nondiscriminatory regulation of group homes, particularly given the type of testimony provided by representatives of HOAs in public hearings concerning CUP applications. Moreover, it is not clear how requiring notice to an HOA preserves or protects the affected neighborhood, beyond the zoning authority of the Town. The CUP process is open and public, so the HOA will receive notice of the public hearing. If a CUP's proposed use violates an HOA covenant, that is a private matter for the HOA to pursue. To require a proposed group home to notify an HOA through the CUP process treats group homes differently than other single-family residences and may be in conflict with the Fair Housing Act. As a result, the Town Attorney is recommending that this provision be removed from the Overlay.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 3.01.107.2

RECOMMENDED MOTION: "I move to approve Ordinance No. 3.01.107.2 on first reading and schedule second reading for November 21, 2016, as a part of the consent agenda."

ORDINANCE NO. 3.01.107.2 , Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.04.290 OF THE PARKER MUNICIPAL CODE CONCERNING GROUP HOMES AND GROUP HOME RESIDENTIAL FACILITIES

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

Section 1. Section 13.04.290 of the Parker Municipal Code is amended by the deletion of Paragraph (c)(13) to read as follows:

13.04.290 Group Home and Group Residential Facility Overlay District.

* * *

(c) General criteria for conditional use approval. The Planning Commission may recommend and the Town Council may approve a conditional use approval for a Group Home or Group Residential Facility, subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:

(11) Will be consistent with Town health, safety and fire codes, including occupancy restrictions; **and**

(12) Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town~~; and~~.

~~**(13) Shall provide notice of intent to develop a group home to the homeowners' association or equivalent having jurisdiction if located in a covenant-controlled community;**~~

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 attained. 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 _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7G
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-065 – A Resolution Accepting the Conveyance of a Drainage Easement from Dransfeldt Development, LLC, for Lot 5, Dransfeldt Place

☐ PUBLIC HEARING ☐ ORDINANCE FOR 1ST READING
☐ CONTRACT ☐ ORDINANCE FOR 2ND READING
☐ MOTION ☒ RESOLUTION

Tom Williams, Director of Engineering **G. Randolph Young, Town Administrator**

ISSUE:
This item accompanies a resolution accepting conveyance of a drainage easement covering drainage improvements proposed with the approved construction documents for Dransfeldt Place.

PRIOR ACTION:
N/A

FUNDING/BUDGET IMPACT:
As the drainage improvements proposed within the easement will be the maintenance responsibility of Town.

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with a Minor Development Plat for Dransfeldt Place. Construction on this site has been ongoing for several months, and a utility conflict discovered in the field has required a revision to the storm sewer alignment. To accommodate this change, the Property Owner is required to dedicate additional drainage easement width, which is proposed to be done via this separate instrument.

RECOMMENDATION:
Staff recommends that Town Council approve the resolution accepting the conveyance of a drainage easement from Dransfeldt Development, LLC.

PREPARED/REVIEWED BY:
Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Resolution
3. Drainage Easement Agreement (5 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:
"I move to approve Resolution No. 16-065, as a part of the consent agenda."

N
W
E
S
Parker Police Department
Dransfeldt Place
Dransfeldt Road
Lot 5
Drainage Easement (to be accepted)
Drainage Easement Acceptance Vicinity Map

RESOLUTION NO. 16-065, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM DRANSFELDT DEVELOPMENT, LLC, FOR LOT 5, DRANSFELDT PLACE

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Dransfeldt Development, LLC, for Lot 5, Dransfeldt Place, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 201_, by Dransfeldt Development, LLC, having an address at 12065 S. Majestic Pine Way, Parker, CO 80134 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

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

3. Operation and Maintenance.

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

facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

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

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea

formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

GRANTOR:

Todd Wright Manager Dransfeldt Development LLC

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 5 day of October, 2016 by Jennifer Smith as Notary of Colorado.

My commission expires: December 4 2019

(S E A L)

Notary Public

JENNIFER ALICE SMITH
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154046822
Expires December 4, 2019

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

TOWN OF PARKER DRAINAGE EASEMENT
EXHIBIT A

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE PLAT OF DRANSFELDT PLACE MINOR DEVELOPMENT PLAT SHOWING THE PLATTED SOUTHERLY LINE OF LOT 5 TO BEAR NORTH 90°00'00" WEST, A DISTANCE OF 186.96 FEET:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID DRANSFELDT PLACE MINOR DEVELOPMENT PLAT;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5 DUE WEST, A DISTANCE OF 14.83 FEET;

THENCE DUE NORTH, A DISTANCE OF 106.55 FEET;

THENCE DUE EAST, A DISTANCE OF 15.41 FEET TO THE EASTERLY LINE OF SAID LOT 5;

THENCE ALONG SAID EASTERLY LINE, BEING ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,050.38 FEET, A CENTRAL ANGLE OF 05°48'53", WHOSE CHORD BEARS SOUTH 00°19'00" WEST A DISTANCE OF 106.55 FEET, FOR AN ARC LENGTH OF 106.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,515 SQUARE FEET OR 0.035 ACRES, MORE OR LESS.

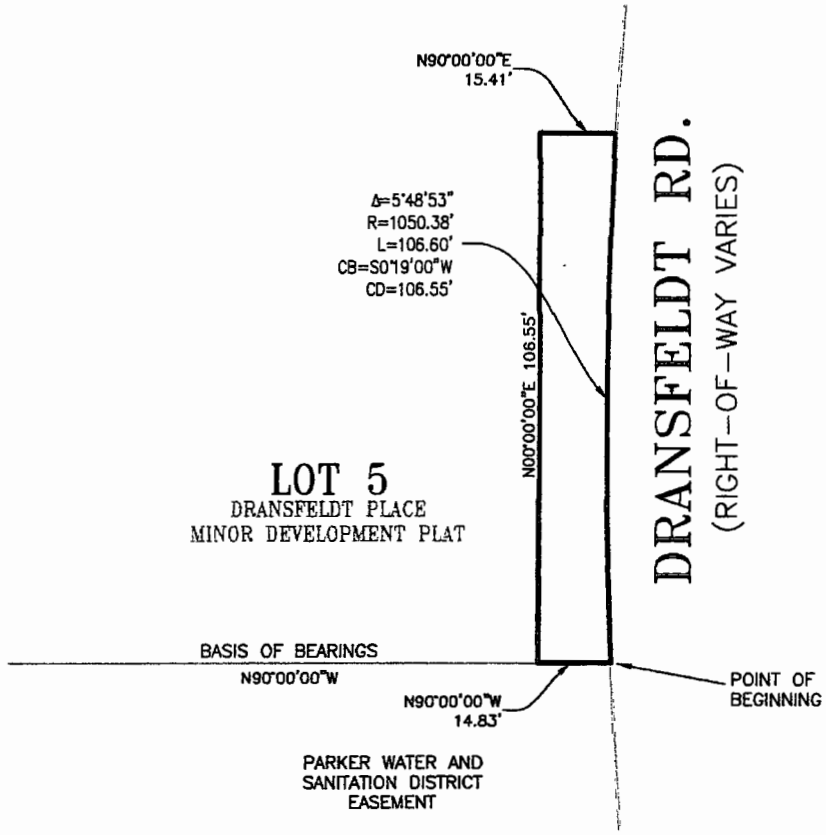
I, ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

10/20/16

ROBERT J. HENNESSY, PLS NO. 34580 DATE
FOR AND ON BEHALF OF JEHN ENGINEERING INC.
5690 WEBSTER STREET, ARVADA, CO 80002

J:\2255\215-021\SURVEY\EXHIBITS\PARKER WATER STORM EASM LEGAL.DOCX

TOWN OF PARKER DRAINAGE EASEMENT
EXHIBIT "A"
PAGE 2 OF 2



COLORADO LICENSED
ROBERT J. HENNESSY
34580
PROFESSIONAL LAND SURVEYOR
10/20/16

0 15 30
1 INCH = 30 FEET

J:\2255\215-021\SURVEY\EXHIBITS\5021 PARKER WATER SAN STORM.DWG

JeHN ENGINEERING
5680 WEBSTER STREET
ARVADA, CO 80002
PH. (303) 423-6035 FAX (303) 467-9438

LOCATION: A PARCEL OF LAND LOCATED IN WEST 1/2 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

0.035 ACRES	TITLE: TOWN PARKER DRAINAGE EASEMENT		
SCALE: 1"=30'	REVISED: 9.30.16	2255-215-021	PARKER WATER SAN STORM.DWG

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7H
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **RESOLUTION NO. 16-066 – A Resolution to Allow for a Partial Waiver of One of the Conditions to the Town Council's Approval of the Site Plan for the Sixty-Foot Tower to be Constructed at the Public Works Facility Located on Motsenbocker Road to Provide Public Emergency Services for the Benefit of the Members of the Douglas County Emergency Telephone Service Authority Which Condition Requires the Installation of a Decorative Windmill on the Tower**

☐ PUBLIC HEARING ☐ ORDINANCE FOR 1st READING
☐ CONTRACT ☐ ORDINANCE FOR 2nd READING
☐ MOTION ☒ RESOLUTION

James S. Maloney, Town Attorney **G. Randolph Young, Town Administrator**

ISSUE: The Town Council approved the construction of a transmission tower (the "Tower") at the Public Works Operations Center ("PWOC") as a use by special review that included a condition that a windmill be attached to the top of the Tower to buffer and screen the Tower (the "Windmill Condition"). Town staff has determined that the windmill will not have the desired effect of "buffering and screening" and the windmill will effect the structural integrity of the Tower. Town staff is requesting that the Town Council waive the Windmill Condition.

PRIOR ACTION: The Town and Douglas County entered into an intergovernmental agreement for the construction of the Tower (the "IGA"). The Town Council approved the use by special review for the Tower.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town and Douglas County entered into the IGA to fund the construction of the Tower as part of the public emergency services network for Douglas County Emergency Service Authority. The construction of the Tower at PWOC required a use by special review, which was approved by Town Council with several conditions, including the Windmill Condition. Town staff is now requesting that Town Council waive the Windmill Condition for the reasons that the windmill will not have the desired effect of "buffering and screening" the Tower and will effect the structural integrity of the Tower.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: James S. Maloney, Town Attorney

ATTACHMENT: Resolution No. 16-066

RECOMMENDED MOTION: "I move to approve Resolution No. 16-066, as a part of the consent agenda."

Attachment

RESOLUTION NO. 16-066, Series of 2016

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF ONE OF THE CONDITIONS TO THE TOWN COUNCIL'S APPROVAL OF THE SITE PLAN FOR THE SIXTY-FOOT TOWER TO BE CONSTRUCTED AT THE PUBLIC WORKS FACILITY LOCATED ON MOTSENBOCKER ROAD TO PROVIDE PUBLIC EMERGENCY SERVICES FOR THE BENEFIT OF THE MEMBERS OF THE DOUGLAS COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY WHICH CONDITION REQUIRES THE INSTALLATION OF A DECORATIVE WINDMILL ON THE TOWER

WHEREAS, the Town Council of the Town of Parker approved the use by special review for the sixty-foot tall freestanding tower (the "Tower") to be constructed at the Public Works Operations Center;

WHEREAS, Douglas County and the Town are members of the Douglas County Emergency Telephone Service Authority (the "Authority"), of which the Town is a member, and the Authority plans to fund the installation of the Tower, including, but not limited to, microwave dishes and related cabinet and electronic equipment, as part of a wireless radio network that will create a high-capacity, reliable and cost-effective internet protocol platform to connect the members of the Authority for public emergency services (the "Network");

WHEREAS, the Town Council of the Town of Parker and the Board of County Commissioners for Douglas County approved an intergovernmental agreement memorializing the ownership, maintenance and operation of the Tower;

WHEREAS, the Tower was located at a specific site within Public Works Operations Center property (the "Site"), because the Site is away from truck and vehicle traffic, the Tower is easily accessible to service technician at the Site and the Site is within the fenced/controlled area of the Center for security purposes;

WHEREAS, the location of the Tower at the Site within the Public Works Operations Center provides the required microwave path for the Network, while utilizing the barns and other buildings to shield the view of the Tower from several directions;

WHEREAS, the if the Tower is placed at the Site within the Public Works Operations Center property, the Tower will be the same height as the barns, which height will not exceed the height limitation contained in the Parker Municipal Code, the Tower will within the required microwave path for the Network, the Tower will be screened from several directions, the Tower will be within a secure area and the location of the Tower will be in an area that will not be used for future development or infrastructure;

WHEREAS, one of the conditions of approval of the use by special review provided that: "3. Prior to the release of any building permit for the CMRS facility [the Tower], the applicant shall submit the addition of a windmill to the top of the facility for review and approval of the Community Development Director" (the "Windmill Condition");

WHEREAS, Town staff has determined that the windmill will not have the desired effect of "buffering and screening" the Town and the windmill will effect the structural integrity of the Tower;

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers "if it is deemed by Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;" and

WHEREAS, waiving the Windmill Condition is in the public interest and the intent and purposes of this Title will not be impaired for the reasons provided above and for the reason that the Applicant will be required to comply with all other requirements of the Parker Municipal Code and the other conditions related to the use by special review for the Tower, prior to the construction of the Tower.

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

Section 1. The Town Council waives the Windmill Condition.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent and purpose of the Parker Land Development Ordinance.

Section 3. The Recitals of this Resolution are incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7I
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **CONTRACTS ABOVE $100,000 – Radio Flash Upgrades**

☐ PUBLIC HEARING ☐ ORDINANCE FOR 1ST READING
☒ CONTRACT ☐ ORDINANCE FOR 2ND READING
☒ MOTION ☐ RESOLUTION

David King, Chief of Police **G. Randolph Young, Town Administrator**

ISSUE:
Approval of a contract with Motorola for the purchase fifty eight flash kits to upgrade existing mobile and portable radios to latest standards to improve interoperable public safety communications.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
Funding for this project has been appropriated by the Town and is reflected in the 2016 Police Communications Budget.

BACKGROUND:
The Town of Parker Police Department is committed to continuing efforts to maintain and improve interoperable public safety communications. Maintaining these communication capabilities is absolutely vital during critical incidents, disasters, fires, and other multi-jurisdictional operations. Individual agencies have recently implemented different encryption formats to their radio systems. These updates are needed to ensure seamless capabilities and continue the ability to communicate with area public safety agencies via radio. In addition, Aurora Police just implemented a Time Division Multiple Access (TDMA) radio system. These flash upgrades will update older radios to TDMA that don't already have that capability and will increase the department's ability to communicate effectively with Aurora PD.

RECOMMENDATION:
Award the contract with Motorola to provide fifty eight radio software flash kits in the amount of $114,854.00

PREPARED/REVIEWED BY:
Ron Combs, Police Commander

ATTACHMENTS:
None

RECOMMENDED MOTION:
"I move to approve the staff recommendation, as part of the consent agenda."

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 9A
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **PARKER KEYSTONE – Minor Development Plat**

☒ PUBLIC HEARING ☐ ORDINANCE FOR 1ST READING
☐ CONTRACT ☐ ORDINANCE FOR 2ND READING
☒ MOTION ☐ RESOLUTION

John Fussa, Community Development Director **G. Randolph Young, Town Administrator**

ISSUE:
The applicant, Armstrong Capital Development LLC, seeks approval of a Minor Development Plat (MDP) to subdivide the 1.8 acre Parker Keystone property located at the southeast corner of Parker Road and Lincoln Avenue into two unbuildable tracts.

PRIOR ACTION:
The Parker Keystone property was annexed to the Town in March, 2016. It is currently zoned Modified Commercial that permits a range of commercial retail, service and restaurant uses. The property exists as two platted residential lots and one unplatted parcel. This application represents the first proposal to plat the property under its new commercial zoning designation within the Town of Parker.

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The primary purpose of this MDP application is to subdivide the property into two unbuildable tracts. This plat is occurring without dedicated easements or construction plans and cost estimates for public improvements. As a result, it will necessitate a replat in the future to create buildable lots when site plan design has progressed further and drainage issues identified by the Douglas County Engineering Department have been addressed.

RECOMMENDATION:
Staff recommends that Town Council approve the Parker Keystone MDP subject to the Town's Land Development Ordinance. The Planning Commission recommended Town Council approval on October 13, 2016.

PREPARED/REVIEWED BY:
Patrick Mulready, Senior Planner; Bryce Matthews, Planning Manager; Jason Rogers, Deputy Community Development Director; John Fussa, Community Development Director

ATTACHMENTS:
1. Vicinity Map
2. Minor Development Plat Exhibit
3. Planning Commission Staff Report and Referral Agency Comments

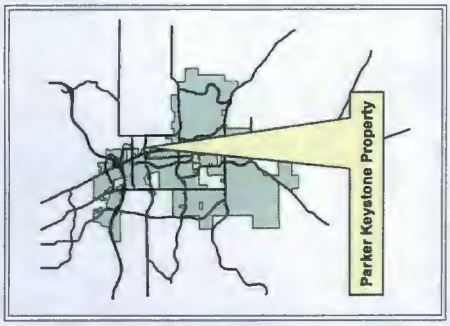
RECOMMENDED MOTION:
"I move to approve, based upon staff findings."

Town of Parker COLORADO™

Parker Keystone Property

Minor Development Plat
To Establish Tracts A and B

Attachment 1



Legend
- Town Boundary
- Site
- Roads

Narrative:
Applicant seeks approval of a Minor Development Plat to subdivide the property into two unbuildable Tracts to be replatted in the future.

Planner: Patrick Mulready
Hearing Schedules:

Planning Commission:
October 13, 2016

Town Council:
November 7, 2016

PARKER KEYSTONE MINOR DEVELOPMENT

BEING A REPLAT OF LOT 1, PARKER HEIGHTS - FILING NO.1, TOGETHER WITH THREE UNPLATTED PARCELS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 6 S, R 66 W OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

2 LOTS - 1.801 ACRES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO.1 AS RECORDED UNDER RECEPTION NO. 1100007, AND THREE METES AND BOUNDS PARCELS OF LAND AS RECORDED UNDER RECEPTION NO. [illegible], RECEPTION NO. [illegible] AND RECEPTION NO. [illegible] ALL AS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP PLUGGED WITH GROUND STAMPED PLS 20109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19663, BEARS S 89°39'01" W, A DISTANCE OF 2612.42 FEET; THENCE S 89°39'01" W, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 641.05 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 1, S 10°05'30" E, A DISTANCE OF 135.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1, BLOCK 1, AND THE THREE METES AND BOUNDS PARCEL OF LANDS THE FOLLOWING TWO (2) COURSES:

1) ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 74°29'00", AN ARC LENGTH OF 129.98 FEET, WHOSE CHORD BEARS S 24°49'00" W, A DISTANCE OF 121.04 FEET;

2) S 62°39'00" E, A DISTANCE OF 215.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, RECORDED UNDER RECEPTION NO. 2001 [illegible];

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 2001 [illegible], S 62°51'17" W, A DISTANCE OF 49.62 FEET TO THE NORTHEAST CORNER OF A COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PARCEL (CDOT ROW PARCEL) (RECEPTION NUMBER UNKNOWN);

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID CDOT ROW PARCEL, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 12°20'44", AN ARC LENGTH OF 215.55 FEET, WHOSE CHORD BEARS N 72°14'00" W, A DISTANCE OF 215.15 FEET TO THE SOUTHEAST CORNER OF CDOT ROW PARCEL NO. 48 AS RECORDED UNDER BOOK 847 AT PAGE 261 OF SAID CLERKS OFFICE;

THENCE ALONG THE EASTERLY LINE OF SAID CDOT ROW PARCEL NO. 48, N 08°49'00" W, A DISTANCE OF 117.81 FEET TO THE NORTHEAST CORNER OF SAID CDOT ROW PARCEL NO. 48, SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF CDOT ROW PARCEL NO. 45 AS RECORDED UNDER BOOK 788 AT PAGE 728 OF SAID CLERKS OFFICE;

THENCE ALONG THE EASTERLY LINE OF SAID CDOT ROW PARCEL NO. 45, N 08°57'00" W, A DISTANCE OF 165.55 FEET TO THE NORTHEAST CORNER OF SAID CDOT ROW PARCEL NO. 45, SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF CDOT ROW PARCEL NO. 51 AS RECORDED UNDER BOOK 847 AT PAGE 261 OF SAID CLERKS OFFICE;

THENCE ALONG THE EASTERLY LINE OF SAID CDOT ROW PARCEL NO.51, N 10°05'30" W, A DISTANCE OF 205.18 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A TRACT OF PARKER ROW PARCEL NO. 39 AS RECORDED UNDER RECEPTION NO. 2001[illegible] OF SAID CLERKS OFFICE;

THENCE ALONG SAID SOUTHEASTERLY LINE, N 28°50'00" E, A DISTANCE OF 45.44 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL NO. 39, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 15;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 2001[illegible] AND SAID LOT 1, BLOCK 1, SAID NORTHERLY LINE ALSO BEING THE NORTH LINE OF SAID NORTHWEST QUARTER, N 89°39'01" E, A DISTANCE OF 516.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION COVERING 78,456.16 SQUARE FEET OR 1.801 ACRES BEING 4% LESS.

OWNER NOTES

1. TRACTS A AND B, PARKER KEYSTONE MINOR DEVELOPMENT, ARE HEREBY ESTABLISHED AS UNBUILDABLE TRACTS. NO BUILDING OR DWELLING PERMIT CAN BE ISSUED LOTS. THESE TRACTS ARE RE-PLATTED INTO BUILDABLE LOTS AND A RELATED SUBDIVISION IMPROVEMENT AGREEMENT IS APPROVED BY THE TOWN OF PARKER.
2. NOTICE - ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED LONG THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET. BEARINGS ARE SHOWN AS DEGREES, MINUTES AND SECONDS.
5. ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER SECTION 15, BEING MONUMENTED AT THE NORTH QUARTER CORNER WITH A FOUND 3.25" ALUMINUM CAP STAMPED PLS 20103 AND AT THE NORTHWEST CORNER WITH A 3.25" ALUMINUM CAP STAMPED PLS 19663, BOTH CORNERS FURTHER DESCRIBED ON THIS PLAT, BEARS S 89°39'01" W, A DISTANCE OF 2642.42 FEET.

VICINITY MAP

TOWN COUNCIL

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

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PIPING, 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 SUBMITTER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE SUBMITTED IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

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

_____

MAYOR, TOWN OF PARKER

ATTEST: _____

TOWN CLERK

PLANNING COMMISSION

THE MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

_____

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

TITLE VERIFICATION

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

LAND TITLE GUARANTEE COMPANY

BY: _____
TITLE: _____

ATTEST:

_____
SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20___, BY (NAME PRINTED),
WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
)SS.
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20___

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

_____
COUNTY CLERK AND RECORDER

SURVEYOR

I, WILLIAM G. SUNTROCK, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON FEBRUARY 24, 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:35,000 (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.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20___.

DRAFT R7

_____
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
WILLIAM G. SUNTROCK, PLS SURVEYOR # CO PLS 38005

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF PARKER KEYSTONE. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE OWNERS ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DEDICATED HEREON 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 4.05 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.05 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND SEWERLINE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ADDITIONAL PAGE(S)

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 CREATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

(OWNER/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: _____

(OWNER/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: _____

HORZ. SCALE:	1" = 20'	PROJECT NO:	TN 15005
VERT. SCALE:	N/A	DATE:	02/24/15
FIELD CREW: DS/SA/PC/DB	FIELD BOOK: 2002/75	DRAFTED BY: DS	APPROVED BY: DS

REV	DATE	DESCRIPTION

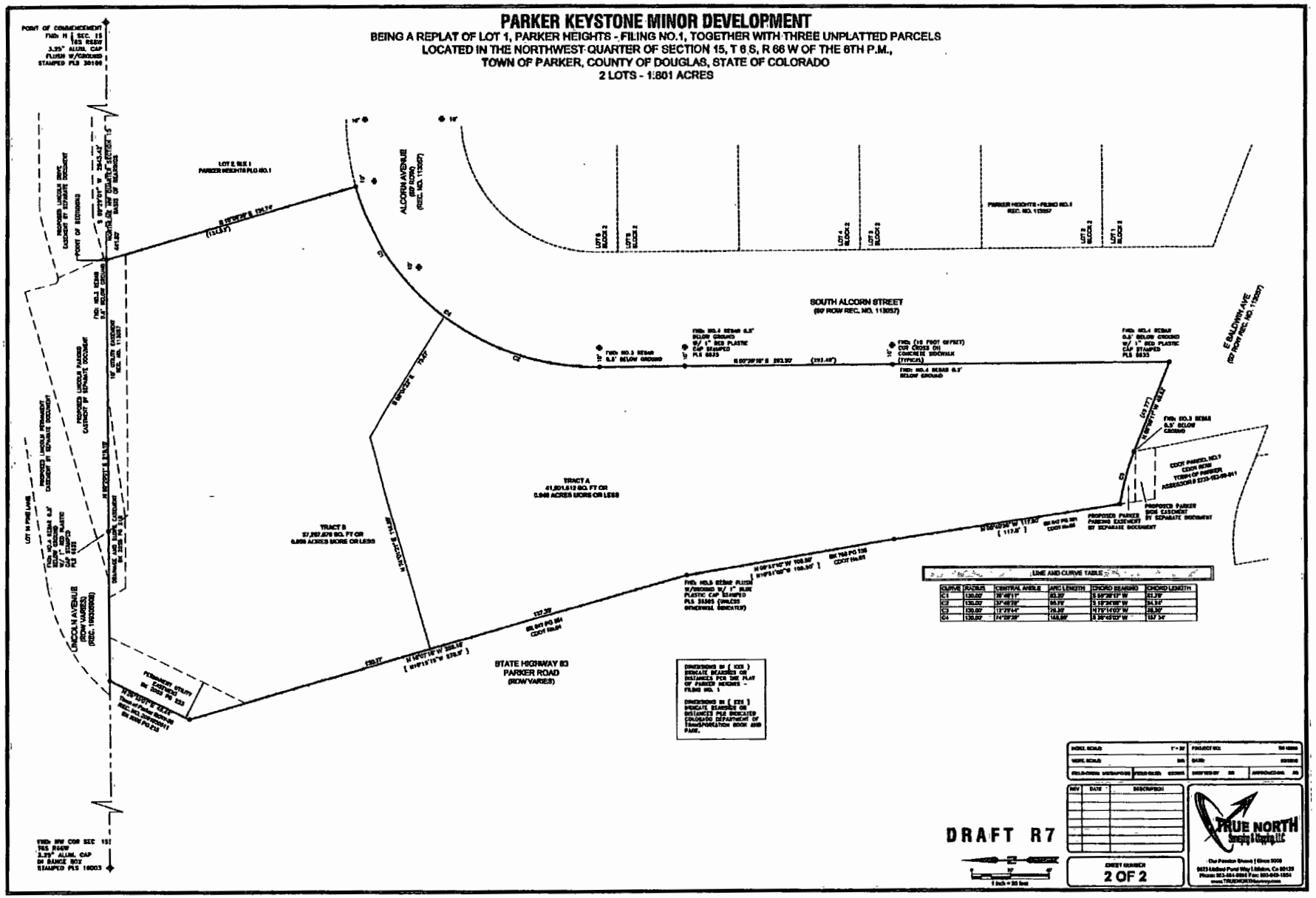
SHEET NUMBER
1 OF 2

TRUE NORTH Surveying & Mapping, LLC
Our Positive Stress | Since 2004
9033 United Pond Way Littleton, Co 80125
Phone: 303-483-6000 Fax: 303-215-1024
www.TRUENORTHSurveying.com

Attachment 2

PARKER KEYSTONE MINOR DEVELOPMENT

BEING A REPLAT OF LOT 1, PARKER HEIGHTS - FILING NO.1, TOGETHER WITH THREE UNPLATTED PARCELS
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 6 S, R 66 W OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
2 LOTS - 1.801 ACRES



PARKER
COLORADO

Community Development Department Memorandum
Development Review Division

To: Town of Parker Planning Commission

From: Patrick Mulready, Senior Planner
Bryce Matthews, Planning Manager

Through: John Fussa, Community Development Director

Date: October 13, 2016

Regarding: Public Hearing: Parker Keystone – Minor Development Plat
[Case No. SUB16-007]

Section I. Subject & Proposal:

Location: Southeast corner of Parker Road and Lincoln Avenue

Applicant: Greg Armstrong, Armstrong Development Company

Project Rep: Rick Weller, Armstrong Development Company

Proposal: The applicant proposes to re-subdivide a 1.8 acre site at the southeast corner of Lincoln Avenue and Parker Road. The site currently consists of one platted lot and two un-platted parcels and is proposed to be re-subdivided into two un-buildable tracts as part of a related site plan application.

Section II. Background:

History: One of the three parcels was platted as part of the Parker Heights subdivision as developed in the 1960s. The other two appear not to have been platted at all. Two parcels currently have been constructed with residential structures upon them: a duplex building on one and a single-family residential structure on the other. The single family structure has since been removed. The third parcel is vacant. These parcels were annexed in March, 2016 with a Modified Commercial zoning designation.

Land Use Summary Data:

Total Area: 1.8 acres (78,408 square feet)

Zoning: MC – Modified Commercial

Existing Use: One parcel was platted within Parker Heights Subdivision. The other two parcels retain metes and bounds legal descriptions, indicating they have not previously been platted. Two of the parcels are vacant. One currently has a residential structure upon it.

Surrounding Zoning & Land Use:

North: Parker Gateway Center Planned Development (PD) – existing commercial uses

East: SR – Suburban Residential in Unincorporated Douglas County – existing single-family residential in Parker Heights Subdivision

South: SR – Suburban Residential in Unincorporated Douglas County – County-owned drainage infrastructure

West: C – Commercial Zoning – existing commercial in Peaslee Subdivision

Section III. Analysis:

Access & Circulation:
This project is not proposing to create buildable lots. This means there are no related public improvements including access. It is anticipated that when re-platted into buildable lots this property will have a right-in only access from Parker Road. It will also be served by a full movement signalized access at the Parker Gateway signal on Lincoln Avenue.

Utilities:
This property is within the Parker Water and Sanitation District service area. Electrical service will be provided by IREA and natural gas will be provided by Xcel Energy. All three have indicated that they have service mains in the vicinity of this site. All three have indicated they can provide the subject property utility improvements pending submission and approval of construction plans associated with a replat which creates buildable lots.

Drainage, Grading & Erosion Control:
There are no proposed grading or drainage improvements proposed with this Minor Development Plat. Any proposed grading or drainage improvements associated with future development will be evaluated at such time as a replat to create buildable lots is filed with the Town.

Section IV.
Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:
Has no objection to the creation of unbuildable tracts. At such time as a replat is submitted to create buildable lots, it will need to be accompanied by construction plans

Parker Water & Sanitation District:
No comment

Town of Parker Fire/Life Safety:
No comment

CDOT:
Has issued a permit for a Right In (RI) access to Parker Road, but is waiting for construction plans before issuing a start work permit

Douglas County Planning Department:
No comment

Douglas County Engineering Department:
No comment

Town of Parker Police Department:
No comment

Town of Parker Economic Development:
Approved

IREA:
Will evaluate easements at the time of replat

Xcel Energy:
No comment

Magellan Pipeline:
No comment

Cherry Creek Basin Water Quality Authority:
No comment

Urban Drainage & Flood Control District:
No comment

Section V.
Recommendation:

Staff recommends that the Planning Commission recommend that the Town Council approve the Minor Development Plat for Parker Keystone.

Section VI.
Attachments:

1. Vicinity Map
2. Minor Development Plat Exhibit
3. Referral Agency Comments

Section VII.
Proposed Motion(s):

"I move that the Planning Commission recommend the Town Council approve the Minor Development Plat request for the Parker Keystone Property."

Parker Keystone Minor Development Plat
Case File SUB16-007
Referral Comments Submitted via Trakit:

Matt Carlson
Economic Development 20
4/4/2016 11:17:41 AM

Economic Development supports the subdivision as drafted

Marilyn Cross
Colorado Dept of Transportation, Region 1 15
7/1/2016 4:36:11 PM

CDOT issued permit for RIRO. Waiting for construction plans, COI, MHT to issue NTP. CDOT assumes this referral is for site plan issues with the Town Planning Process. Please let us know if there is something specific we should be looking at.

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 9B
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.493 - A Bill for an Ordinance to Adopt the 2017 Biennial Budget for the Town of Parker and to Make Appropriations for the Same**

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☒ ORDINANCE FOR 1st READING (11/07/2016)
- ☐ ORDINANCE FOR 2nd READING (12/05/2016)
- ☐ RESOLUTION

Donald Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: Approval of the proposed 2017 biennial budget.

PRIOR ACTION: The draft budget was provided to Council on October 3, 2016.

BACKGROUND: We are pleased to submit to you, for your consideration, the attached proposed 2017 Biennial Budget. Tonight is the first reading and Public Hearing of an ordinance regarding the adoption of the 2017 biennial budget. The second reading of this ordinance will be on December 5, 2016.

Staff is required by Town Charter to submit a budget for the coming year to Council prior to October 15, 2016. On September 16, at the Council retreat, staff presented, for consideration, the major components of the budget including capital outlay, new positions, contributions to others and the compensation plan. We also discussed revenue projections that went into the creation of this budget. A draft of the proposed budget was provided to Council on October 3, 2016. The proposed budget includes the items that were presented on the October 3, 2016 and also reflects the direction provided by Town Council.

The proposed budget is balanced across all funds and tonight's presentation will highlight major items included within the proposed budget. It is our belief that the proposed 2017 biennial budget is a reflection of the direction that we have received throughout this process and we look forward to your adoption.

RECOMMENDATIONS: Approve

PREPARED/REVIEWED BY: Donald Warn, Finance Director

ATTACHMENTS: Ordinance 1.493
Proposed 2017 Biennial Budget

RECOMMENDED MOTION: "I move to approve Ordinance No. 1.493 on first reading and schedule second reading and Public Hearing for December 5, 2016."

ORDINANCE NO. 1.493, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2017 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2017 was presented by the Town Administrator on October 3, 2016; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 7, 2016, and December 5, 2016, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2017 budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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 _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Exhibit A

Town of Parker
2017 Annual Budget

General Fund	
Beginning fund balance	$ 20,458,374
Revenues	49,104,998
Expenditures	54,679,257
Ending fund balance	$ 14,884,115
Conservation Trust Fund	
Beginning fund balance	$ 101,915
Revenues	416,300
Expenditures	475,000
Ending fund balance	$ 43,215
Parks and Recreation Fund	
Beginning fund balance	$ 4,425,738
Revenues	8,425,756
Expenditures	7,250,046
Ending fund balance	$ 5,601,448
Law Enforcement Assistance Fund	
Beginning fund balance	$ 72,573
Revenues	119,800
Expenditures	139,160
Ending fund balance	$ 53,213
Cultural Fund	
Beginning fund balance	$ 987,567
Revenues	6,433,995
Expenditures	6,686,080
Ending fund balance	$ 735,482
Recreation Fund	
Beginning fund balance	$ 657,488
Revenues	7,708,900
Expenditures	7,501,734
Ending fund balance	$ 864,654

Exhibit A

Capital Renewal and Replacement Reserve Fund	
Beginning fund balance	$ 1,990,286
Revenues	9,900
Expenditures	-
Ending fund balance	$ 2,000,186

Public Improvements Fund	
Beginning fund balance	$ 5,111,734
Revenues	8,955,100
Expenditures	10,525,000
Ending fund balance	$ 3,541,834

Excise Tax Fund	
Beginning fund balance	$ 5,667,721
Revenues	1,536,400
Expenditures	1,718,000
Ending fund balance	$ 5,486,121

Police Station/PACE Center Construction Fund	
Beginning fund balance	$ (0)
Revenues	-
Expenditures	-
Ending fund balance	$ (0)

Parkglenn Construction Fund	
Beginning fund balance	$ 201,419
Revenues	1,000
Expenditures	-
Ending fund balance	$ 202,419

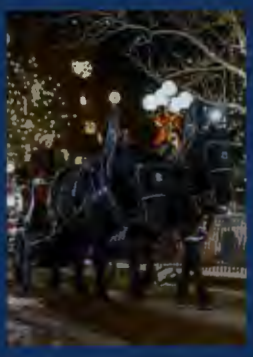
General Debt Service Fund	
Beginning fund balance	-
Revenues	940,273
Expenditures	940,273
Ending fund balance	$ -

Exhibit A

Recreation Debt Service Fund	
Beginning fund balance	$ -
Revenues	1,584,700
Expenditures	1,584,700
Ending fund balance	$ -
Stormwater Utility Fund	
Beginning fund balance	$ 6,125,575
Revenues	2,203,800
Expenditures	1,743,068
Ending fund balance	$ 6,586,307
Fleet Services Fund	
Beginning fund balance	$ (562,510)
Revenues	2,344,700
Expenditures	1,703,361
Ending fund balance	$ 78,829
Technology Management Fund	
Beginning fund balance	$ 652,509
Revenues	3,857,120
Expenditures	4,103,983
Ending fund balance	$ 405,646
Facilities Services Fund	
Beginning fund balance	$ 314,998
Revenues	894,600
Expenditures	891,920
Ending fund balance	$ 317,678
Medical Benefits Fund	
Beginning fund balance	$ 624,130
Revenues	2,784,450
Expenditures	2,360,000
Ending fund balance	$ 1,048,580

PARKER
COLORADO

2017/2018 BIENNIAL BUDGET



Town of Parker
2017/2018 Budget

FUND BALANCE PROJECTION - ALL GOVERNMENTAL FUNDS

Fund	Fund Balance 12/31/2013	2014 Revenue	2014 Expenditure	Fund Balance 12/31/2014	2015 Revenue	2015 Expenditure	Fund Balance 12/31/2015	Projected 2016 Revenue	Projected 2016 Expenditure	Fund Balance 12/31/2016	Budget 2017 Revenue	Budget 2017 Expenditure	Fund Balance 12/31/2017	Budget 2018 Revenue	Budget 2018 Expenditure	Fund Balance 12/31/2018
OPERATING FUND																
General Fund	23,896,533	41,041,247	39,353,246	25,584,533	43,430,771	45,702,139	23,313,165	46,712,552	49,567,342	20,458,374	49,104,998	54,679,257	14,884,115	51,768,197	54,219,610	12,432,701
SPECIAL REVENUE FUNDS																
Conservation Trust	3,230,876	393,756	-	3,624,632	402,163	3,750,000	276,795	425,120	600,000	101,915	416,300	475,000	43,215	423,100	450,000	16,315
Parks and Recreation	5,167,481	13,452,191	11,607,433	7,012,239	30,363,999	23,773,606	13,602,632	8,984,455	18,161,349	4,425,738	8,425,756	7,250,046	5,601,448	8,930,946	6,910,880	7,621,514
Law Enforcement Assistance	232,429	129,668	127,847	234,250	135,078	283,975	85,353	121,635	134,415	72,573	119,800	139,160	53,213	121,800	141,790	33,223
Cultural	620,003	3,643,412	3,252,888	1,010,527	4,302,602	4,144,168	1,168,962	5,270,915	5,452,310	987,567	6,433,995	6,686,080	735,482	5,671,490	6,001,782	405,190
Recreation	1,155,820	5,528,555	5,508,161	1,176,213	6,262,012	6,054,697	1,383,529	6,143,663	6,869,704	657,488	7,708,900	7,501,734	864,654	7,138,500	7,613,214	389,940
Mainstreet Center																
Capital Renewal/Replacement Reserve	1,941,781	6,014	-	1,947,795	31,491	-	1,979,286	11,000	-	1,990,286	9,900	-	2,000,186	15,000	-	2,015,186
CAPITAL PROJECT FUNDS																
Public Improvements	11,710,098	23,280,413	17,825,040	17,165,471	8,965,421	11,500,241	14,630,652	11,000,095	20,519,014	5,111,734	8,955,100	10,525,000	3,541,834	9,478,840	11,018,000	2,002,673
Excise Tax	4,544,443	2,674,423	510,000	6,708,866	2,074,855	3,950,000	4,833,721	1,422,000	588,000	5,667,721	1,536,400	1,718,000	5,486,121	1,595,600	1,750,000	5,331,721
Police Station/PACE Center Construction	370,257	660	316,663	54,254	156	54,411	(0)	-	-	(0)	-	-	(0)	-	-	(0)
Parkglenn Construction	198,957	616	-	199,573	546	-	200,119	1,300	-	201,419	1,000	-	202,419	1,254	203,673	(0)
DEBT SERVICE FUND																
Recreation Debt Service	-	261,021	261,021	-	941,395	941,395	-	941,725	941,725	-	940,273	940,273	-	943,441	943,441	-
Recreation Debt Service	-	1,361,316	1,361,316	-	1,709,536	1,709,536	-	1,585,500	1,585,500	-	1,584,700	1,584,700	-	1,586,500	1,586,500	-

FUND CASH PROJECTION - ALL PROPRIETARY FUNDS

Fund	Projected Cash 12/31/2013	2014 Revenue	2014 Expenditure	Projected Cash 12/31/2014	2015 Revenue	2015 Expenditure	Projected Cash 12/31/2015	Budget 2016 Revenue	Budget 2016 Expenditure	Projected Cash 12/31/2016	Budget 2017 Revenue	Budget 2017 Expenditure	Projected Cash 12/31/2017	Budget 2018 Revenue	Budget 2018 Expenditure	Projected Cash 12/31/2018
ENTERPRISE FUNDS																
Stormwater Utility	4,041,439	2,251,692	1,380,236	4,912,895	2,813,655	1,922,080	5,804,469	2,240,432	1,919,326	6,125,575	2,203,800	1,743,068	6,586,307	2,316,900	2,318,804	6,584,403
INTERNAL SERVICE FUNDS																
Fleet Services	90,880	1,654,901	1,679,203	66,579	1,584,765	2,006,185	(354,841)	2,107,960	2,315,629	(562,510)	2,344,700	1,703,361	78,829	2,417,600	1,718,615	777,814
Technology Management	320,582	2,597,209	2,481,313	436,478	2,793,579	2,503,687	726,371	3,819,144	3,893,006	652,509	3,857,120	4,103,983	405,646	4,077,194	4,106,890	375,950
Facility Services	(30,536)	737,965	751,349	(43,920)	918,639	793,022	81,697	1,153,600	920,299	314,998	894,600	891,920	317,678	930,900	926,060	322,518
Medical Benefits	-	-	-	-	2,264,105	1,798,343	465,762	2,388,429	2,230,061	624,130	2,784,450	2,360,000	1,048,580	2,848,900	2,474,800	1,422,680

Summary of All Funds
Year-to-Year Comparison

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget	% Change Adopted Budget
Beginning Fund Balances	$ 57,491,043	$ 70,090,387	$ 68,197,672	$ 68,197,672	$ 46,829,518	$ 41,849,728	-31%
Revenues							
General Fund	40,113,647	42,455,671	45,208,326	45,616,652	47,952,398	50,587,497	6%
Special Revenue Funds							
Conservation Trust	393,756	402,163	408,100	425,120	416,300	423,100	2%
Parks and Recreation	13,452,191	19,398,999	7,773,300	8,384,455	7,950,756	8,480,946	2%
Law Enforcement Assistance	129,668	135,078	140,700	121,635	119,800	121,800	-15%
Cultural	1,935,712	2,552,602	2,746,810	2,882,915	2,955,095	2,834,490	8%
Recreation	4,462,055	4,406,512	4,828,750	4,914,763	4,888,800	5,053,300	1%
Mainstreet Center							
Capital Renewal/Replacement Reserve	6,014	6,013	7,900	11,000	9,900	15,000	25%
Capital Project Funds							
Public Improvements	22,965,413	8,774,051	9,028,384	9,400,095	7,455,100	7,525,167	-17%
Excise Tax	2,674,423	2,074,855	1,672,200	1,422,000	1,536,400	1,595,600	-8%
Police Station/PACE Center Construction	660	156	-	-	-	-	
Parkglenn Construction	616	546	800	1,300	1,000	1,254	25%
Debt Service Fund							
General Debt Service	-	-	-	-	-	-	
Recreation Debt Service	-	-	-	-	-	-	
Enterprise Fund							
Stormwater Utility	2,251,692	2,813,655	2,082,100	2,240,432	2,203,800	2,316,900	6%
Internal Service Funds							
Fleet Services	1,654,901	1,584,765	2,012,400	2,107,960	2,344,700	2,417,600	17%
Technology Management	2,597,209	2,793,579	3,635,996	3,819,144	3,857,120	4,077,194	6%
Facility Services	737,965	918,639	862,700	1,153,600	894,600	930,900	4%
Medcial Benefits	-	2,264,105	2,711,400	2,388,429	2,784,450	2,848,900	3%
Total Revenues	**93,375,923**	**90,581,390**	**83,119,866**	**84,889,500**	**85,370,219**	**89,229,647**	3%

Year-to-Year Comparison	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget	% Change Adopted Budget
Expenditures							
General Fund	37,778,646	39,754,829	51,225,232	45,511,108	50,663,289	50,624,999	-1%
Special Revenue Funds							
Parks and Recreation	8,104,318	19,233,470	14,186,971	14,151,049	1,692,646	2,058,480	-88%
Law Enforcement Assistance	127,847	283,975	137,003	134,415	139,160	141,790	2%
Cultural	3,252,888	4,144,168	5,970,569	5,452,310	6,686,080	6,001,782	12%
Recreation	5,508,161	6,054,697	7,251,832	6,869,704	7,501,734	7,613,214	3%
Mainstreet Center							
Capital Project Funds							
Public Improvements	17,825,040	11,500,241	21,972,658	20,519,014	10,525,000	11,018,000	-52%
Police Station/PACE Center Construction	316,663	28,932	-	-	-	-	
Parkglenn Construction	-	-	-	-	-	-	
Debt Service Fund							
General Debt Service	261,021	941,395	941,725	941,725	940,273	943,441	0%
Recreation Debt Service	1,361,316	1,709,536	1,585,500	1,585,500	1,584,700	1,586,500	0%
Enterprise Fund							
Stormwater Utility	1,328,815	1,736,626	2,022,676	1,733,835	1,557,863	2,132,975	-23%
Internal Service Funds							
Fleet Services	1,679,203	2,006,185	2,237,613	2,315,629	1,703,361	1,718,615	-24%
Technology Management	2,481,313	2,488,687	4,004,404	3,893,006	4,103,983	4,106,890	2%
Facility Services	751,349	793,022	874,950	920,299	891,920	926,060	2%
Medcial Benefits	-	1,798,343	2,044,200	2,230,061	2,360,000	2,474,800	15%
Total Expenditures	**80,776,579**	**92,474,104**	**114,455,333**	**106,257,655**	**90,350,009**	**91,347,546**	-21%
Ending Fund Balances	**$ 70,090,387**	**$ 68,197,673**	**$ 36,862,205**	**$ 46,829,518**	**$ 41,849,728**	**$ 39,731,829**	14%

Note: Interfund transfers have been eliminated

Summary of All Funds
2017 Annual Budget

	General Fund	Parks and Recreation Fund	Public Improvements Fund	Stormwater Utility Fund	Non-major Funds	Total All Funds
Revenues						
Taxes	$ 38,788,000	$ 7,326,310	$ 2,323,600	$ -	$ 1,471,000	$ 49,908,910
Licenses and Permits	1,821,050	-	-	-	-	1,821,050
Intergovernmental	3,913,648	550,000	3,216,500	-	1,033,700	8,713,848
Charges for Services	2,781,400	-	-	2,146,500	17,008,165	21,936,065
Fines and Forfeitures	204.300	-	-	-	70,000	274,300
Miscellaneous	444,000	74,446	1,915,000	57,300	225,300	2,716,046
Transfers In	1,152,600	475,000	1,500,000	-	8,823,973	11,951,573
Other Financial Sources	-	-	-	-	-	-
Total Revenues	**49,104,998**	**8,425,756**	**8,955,100**	**2,203,800**	**28,632,138**	**97,321,792**
Expenditures						
Salary and Benefits	23,043,457	340,446	-	741,150	8,235,592	32,360,645
Supplies	1,323,245	5,100	-	12,250	1,251,828	2,592,423
Purchased Services	18,645,879	226,100	-	549,463	10,398,738	29,820,180
Debt Service	3,726,143	-	-	-	2,524,973	6,251,116
Capital Outlay	1,753,600	1,020,000	10,525,000	255,000	3,500,080	17,053,680
Economic Development Incentives	1,500,000	101,000	-	-	-	1,601,000
Other	670,965	-	-	-	-	670,965
Transfers Out	4,015,968	5,557,400	-	185,205	2,193,000	11,951,573
Total Expenditures	**54,679,257**	**7,250,046**	**10,525,000**	**1,743,068**	**28,104,211**	**102,301,582**
Net Increase (Decrease) in Fund Balances	(5,574,259)	1,175,710	(1,569,900)	460,732	527,927	(4,979,790)
Beginning Fund Balances	**20,458,374**	**4,425,738**	**5,111,734**	**6,125,575**	**10,708,097**	**46,829,518**
Ending Fund Balances	**$ 14,884,115**	**$ 5,601,448**	**$ 3,541,834**	**$ 6,586,307**	**$ 11,236,024**	**$ 41,849,728**

Summary of All Funds
2018 Planned Budget

	General Fund	Parks and Recreation Fund	Public Improvements Fund	Stormwater Utility Fund	Non-major Funds	Total All Funds
Revenues						
Taxes	$ 41,311,500	$ 7,816,500	$ 2,389,167	$ -	$ 1,515,100	$ 53,032,267
Licenses and Permits	1,895,600	-	-	-	-	1,895,600
Intergovernmental	3,975,297	550,000	4,131,000	-	845,900	9,502,197
Charges for Services	2,871,600	-	-	2,218,900	17,601,954	22,692,454
Fines and Forfeitures	207,200	-	-	-	72,100	279,300
Miscellaneous	326,300	114,446	1,005,000	98,000	284,084	1,827,830
Transfers In	1,180,700	450,000	1,953,673	-	7,452,141	11,036,514
Other Financial Sources	-	-	-	-	-	-
Total Revenues	**51,768,197**	**8,930,946**	**9,478,840**	**2,316,900**	**27,771,279**	**100,266,161**
Expenditures						
Salary and Benefits	23,806,465	350,380	-	763,290	8,487,886	33,408,021
Supplies	1,309,580	5,100	-	12,350	1,225,005	2,552,035
Purchased Services	19,507,779	230,000	-	572,335	10,853,260	31,163,374
Debt Service	3,701,875	-	-	-	2,529,941	6,231,816
Capital Outlay	855,000	1,400,000	11,018,000	785,000	2,417,000	16,475,000
Economic Development Incentives	850,000	73,000	-	-	-	923,000
Other	594,300	-	-	-	-	594,300
Transfers Out	3,594,612	4,852,400	-	185,829	2,403,673	11,036,514
Total Expenditures	**54,219,610**	**6,910,880**	**11,018,000**	**2,318,804**	**27,916,765**	**102,384,060**
Net Increase (Decrease) in Fund Balances	(2,451,414)	2,020,066	(1,539,160)	(1,904)	(145,486)	(2,117,898)
Beginning Fund Balances	**14,884,115**	**5,601,448**	**3,541,834**	**6,586,307**	**11,236,024**	**41,849,728**
Ending Fund Balances	**$ 12,432,701**	**$ 7,621,514**	**$ 2,002,673**	**$ 6,584,403**	**$ 11,090,538**	**$ 39,731,829**

Summary of All Funds
2018 Planned Budget - By Fund Type

	General Fund	Enterprise Fund	Speical Revenue	Capital Projects	Internal Service	Debt Service	Total All Funds
Revenues							
General Property Tax	$ 1,941,900	$ -	$ -	$ -	$ -	$ -	$ 1,941,900
Sales and Use Tax	36,993,200	-	7,816,500	1,979,100	-	-	46,788,800
Other Taxes	2,376,400	-	-	1,925,167	-	-	4,301,567
Licenses and Permits	1,895,600	-	-	-	-	-	1,895,600
Intergovernmental	3,975,297	-	1,395,900	4,131,000	-	-	9,502,197
Charges for Services	2,871,600	2,218,900	7,371,260	-	10,230,694	-	22,692,454
Fines and Forfeitures	207,200	-	72,100	-	-	-	279,300
Miscellaneous	326,300	98,000	272,876	1,086,754	43,900	-	1,827,830
Transfers In	1,180,700	-	5,372,200	1,953,673	-	2,529,941	11,036,514
Total Revenues	**51,768,197**	**2,316,900**	**22,300,836**	**11,075,694**	**10,274,594**	**2,529,941**	**100,266,161**
Expenditures							
General Government	7,043,360	-	-	-	9,226,365	-	16,269,725
Public Safety	17,951,889	-	141,790	-	-	-	18,093,679
Public Works	13,567,352	2,132,975	-	11,018,000	-	943,441	27,661,768
Parks and Recreation	4,156,180	-	9,598,694	-	-	1,586,500	15,341,374
Culture	-	-	6,001,782	-	-	-	6,001,782
Community Development	2,020,368	-	-	-	-	-	2,020,368
Economic Development	1,713,375	-	73,000	-	-	-	1,786,375
Other	470,600	-	-	-	-	-	470,600
Transfers Out	3,594,612	185,829	5,302,400	1,953,673	-	-	11,036,514
Debt Service	3,701,875	-	-	-	-	-	3,701,875
Total Expenditures	**54,219,610**	**2,318,804**	**21,117,666**	**12,971,673**	**9,226,365**	**2,529,941**	**102,384,060**
Net Increase (Decrease) in Fund Balances	(2,451,414)	(1,904)	1,183,170	(1,895,979)	1,048,229	-	(2,117,898)
Beginning Fund Balances	**14,884,115**	**6,586,307**	**9,298,198**	**9,230,373**	**1,850,734**	**-**	**41,849,728**
Ending Fund Balances	**$ 12,432,701**	**$ 6,584,403**	**$ 10,481,368**	**$ 7,334,394**	**$ 2,898,963**	**-**	**$ 39,731,829**

Summary of All Funds
2017 Annual Budget - By Fund Type

	General Fund	Enterprise Fund	Speical Revenue	Capital Projects	Internal Service	Debt Service	Total All Funds
Revenues							
General Property Tax	$ 1,910,100	$ -	$ -	$ -	$ -	$ -	$ 1,910,100
Sales and Use Tax	34,591,600	-	7,326,310	1,930,800	-	-	43,848,710
Other Taxes	2,286,300	-	-	1,863,800	-	-	4,150,100
Licenses and Permits	1,821,050	-	-	-	-	-	1,821,050
Intergovernmental	3,913,648	-	1,583,700	3,216,500	-	-	8,713,848
Charges for Services	2,781,400	2,146,500	7,151,195	-	9,856,970	-	21,936,065
Fines and Forfeitures	204,300	-	70,000	-	-	-	274,300
Miscellaneous	444,000	57,300	209,446	1,981,400	23,900	-	2,716,046
Transfers In	1,152,600	-	6,774,000	1,500,000	-	2,524,973	11,951,573
Total Revenues	**49,104,998**	**2,203,800**	**23,114,651**	**10,492,500**	**9,880,870**	**2,524,973**	**97,321,792**
Expenditures							
General Government	7,243,951	-	-	-	9,059,264	-	16,303,215
Public Safety	17,809,327	-	139,160	-	-	-	17,948,487
Public Works	12,405,291	1,557,863	-	10,525,000	-	940,273	25,428,427
Parks and Recreation	4,413,980	-	9,093,380	-	-	1,584,700	15,092,060
Culture	-	-	6,686,080	-	-	-	6,686,080
Community Development	2,165,962	-	-	-	-	-	2,165,962
Economic Development	2,350,670	-	101,000	-	-	-	2,451,670
Other	547,965	-	-	-	-	-	547,965
Transfers Out	4,015,968	185,205	6,032,400	1,718,000	-	-	11,951,573
Debt Service	3,726,143	-	-	-	-	-	3,726,143
Total Expenditures	**54,679,257**	**1,743,068**	**22,052,020**	**12,243,000**	**9,059,264**	**2,524,973**	**102,301,582**
Net Increase (Decrease) in Fund Balances	(5,574,259)	460,732	1,062,631	(1,750,500)	821,606	-	(4,979,790)
Beginning Fund Balances	**20,458,374**	**6,125,575**	**8,235,567**	**10,980,873**	**1,029,128**	**-**	**46,829,518**
Ending Fund Balances	**$ 14,884,115**	**$ 6,586,307**	**$ 9,298,198**	**$ 9,230,373**	**$ 1,850,734**	**-**	**$ 41,849,728**

Summary of All Funds
For the Years Ended December 31, 2014-2018

	Actual 2014	Actual 2015	Projected 2016	Proposed 2017	Planned 2018
Revenues					
General Property Tax	$ 1,584,849	$ 1,590,673	$ 1,879,000	$ 1,910,100	$ 1,941,900
Sales and Use Tax	36,839,962	39,111,361	41,193,987	43,848,710	46,788,800
Other Taxes	5,103,905	4,579,977	3,931,967	4,150,100	4,301,567
Licenses and Permits	1,833,383	1,650,645	1,561,500	1,821,050	1,895,600
Intergovernmental	7,832,176	10,836,529	9,936,368	8,713,848	9,502,197
Charges for Services	15,221,450	18,152,894	20,860,100	21,936,065	22,692,454
Fines and Forfeitures	265,027	280,843	245,300	274,300	279,300
Miscellaneous	4,488,917	4,489,028	5,225,764	2,716,046	1,827,830
Transfers In	5,639,137	18,413,380	9,440,025	11,951,573	11,036,514
Other Financial Sources	20,206,254	9,889,439	55,514	-	-
Total Revenues	**99,015,060**	**108,994,769**	**94,329,525**	**97,321,792**	**100,266,161**
Expenditures					
General Government	10,260,080	12,734,592	15,730,174	16,303,215	16,269,725
Public Safety	13,992,176	14,408,303	17,444,832	17,948,487	18,093,679
Public Works	28,139,273	22,982,799	32,635,481	24,488,154	26,718,327
Parks and Recreation	16,361,776	28,570,425	24,543,142	13,507,360	13,754,874
Cultural	3,553,481	4,149,554	5,452,310	6,686,080	6,001,782
Community Development	1,531,769	1,329,654	1,593,771	2,165,962	2,020,368
Economic Development	1,173,978	1,614,156	2,310,519	2,451,670	1,786,375
Other	360,300	265,940	276,000	547,965	470,600
Transfers Out	5,639,137	18,413,380	9,440,025	11,951,573	11,036,514
Debt Service	5,403,747	6,418,681	6,271,425	6,251,116	6,231,816
Total Expenditures	**86,415,716**	**110,887,484**	**115,697,680**	**102,301,582**	**102,384,060**
Net Increase (Decrease) in Fund Balances	12,599,344	(1,892,715)	(21,368,155)	(4,979,790)	(2,117,898)
Beginning Fund Balances	**57,491,043**	**70,090,387**	**68,197,672**	**46,829,518**	**41,849,728**
Ending Fund Balances	**$ 70,090,387**	**$ 68,197,672**	**$ 46,829,518**	**$ 41,849,728**	**$ 39,731,829**

Fund Summaries	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget
101 **General Fund**							
Beginning fund balance	$ 23,896,533	$ 25,584,533	$ 23,313,165	$ 23,313,165	$ 23,313,165	$ 20,458,374	$ 14,884,115
Revenues	41,041,247	43,430,771	45,415,983	46,304,226	46,712,552	49,104,998	51,768,197
Expenditures	39,353,246	45.702,139	52,943,701	55,281,466	49,567,342	54,679,257	54,219,610
Ending fund balance	$ 25,584,533	$ 23,313,165	$ 15,785,447	$ 14,335,925	$ 20,458,374	$ 14,884,115	$ 12,432,701
202 **Conservation Trust Fund**							
Beginning fund balance	$ 3,230,876	$ 3,624,632	$ 276,795	$ 276,795	$ 276,795	$ 101,915	$ 43,215
Revenues	393,756	402,163	408,100	408,100	425,120	416,300	423,100
Expenditures	-	3,750,000	600,000	600,000	600,000	475,000	450,000
Ending fund balance	$ 3,624,632	$ 276,795	$ 84,895	$ 84,895	$ 101,915	$ 43,215	$ 16,315
203 **Parks and Recreation Fund**							
Beginning fund balance	$ 5,167,481	$ 7,012,239	$ 13,602.632	$ 13,602,632	$ 13,602,632	$ 4,425,738	$ 5,601,448
Revenues	13,452,191	30,363,999	8,373,300	8,373,300	8,984,455	8,425,756	8,930,946
Expenditures	11,607,433	23,773,606	17,457,119	18,197,271	18,161,349	7,250,046	6,910,880
Ending fund balance	$ 7,012,239	$ 13,602,632	$ 4,518,813	$ 3,778,661	$ 4,425,738	$ 5,601,448	$ 7,621,514
204 **Law Enforcement Assistance Fund**							
Beginning fund balance	$ 232,429	$ 234,250	$ 85,353	$ 85,353	$ 85,353	$ 72,573	$ 53,213
Revenues	129,668	135,078	140,700	140,700	121,635	119,800	121,800
Expenditures	127,817	283,975	130,504	137,003	134,415	139,160	141,790
Ending fund balance	$ 234,250	$ 85,353	$ 95,549	$ 89,050	$ 72,573	$ 53,213	$ 33,223
205 **Cultural Fund**							
Beginning fund balance	$ 620,003	$ 1,010,527	$ 1,168,962	$ 1,168,962	$ 1,168,962	$ 987,567	$ 735,482
Revenues	3,643,412	4,302,602	5,134,810	5,134,810	5,270,915	6,433,995	5,671,490
Expenditures	3,252,888	4,144,168	5,457,199	5,970,569	5,452,310	6,686,080	6,001,782
Ending fund balance	$ 1,010,527	$ 1,168,962	$ 846,573	$ 333,203	$ 987,567	$ 735,482	$ 405,190
206 **Recreation Fund**							
Beginning fund balance	$ 1,155,820	$ 1,176,213	$ 1,383,529	$ 1,383,529	$ 1,383,529	$ 657,488	$ 864,654
Revenues	5,528,555	6,262,012	5,675,650	6,057,650	6,143,663	7,708,900	7,138,500
Expenditures	5,508,161	6,054,697	6,954,210	7,251,832	6,869,704	7,501,734	7,613,214
Ending fund balance	$ 1,176,213	$ 1,383,529	$ 104,969	$ 189,347	$ 657,488	$ 864,654	$ 389,940
209 **Capital Renewal and Replacement Reserve Fund**							
Beginning fund balance	$ 1,941,781	$ 1,947,795	$ 1,979,286	$ 1,979,286	$ 1,979,286	$ 1,990,286	$ 2,000,186
Revenues	6,014	31,491	7,900	7,900	11,000	9,900	15,000
Expenditures	-	-	-	-	-	-	-
Ending fund balance	$ 1,947,795	$ 1,979,286	$ 1,987,186	$ 1,987.186	$ 1,990,286	$ 2.000,186	$ 2,015,186
301 **Public Improvements Fund**							
Beginning fund balance	$ 11,710,098	$ 17,165,471	$ 14,630,652	$ 14,630,652	$ 14,630,652	$ 5,111,734	$ 3,541,834
Revenues	23,280,413	8,965,421	10,479,467	10,628,384	11,000,095	8,955,100	9,478,840
Expenditures	17,825,040	11,500,241	18,093,661	21,972,658	20,519,014	10,525,000	11,018,000
Ending fund balance	$ 17,165,471	$ 14,630,652	$ 7,016,458	$ 3,286,378	$ 5,111,734	$ 3,541,834	$ 2,002,673
306 **Excise Tax Fund**							
Beginning fund balance	$ 4,544,443	$ 6,708,866	$ 4,833,721	$ 4,833,721	$ 4,833,721	$ 5,667,721	$ 5,486,121
Revenues	2,674,423	2,074,855	1,672,200	1,672,200	1,422,000	1,536,400	1,595,600
Expenditures	510,000	3,950,000	588,000	588,000	588,000	1,718,000	1,750,000
Ending fund balance	$ 6,708,866	$ 4,833,721	$ 5,917,921	$ 5,917,921	$ 5,667,721	$ 5,486,121	$ 5,331,721
310 **Police Station/PACE Center Construction Fund**							
Beginning fund balance	$ 370,257	$ 54,254	$ (0)	$ (0)	$ (0)	$ (0)	$ (0)
Revenues	660	156	-	-	-	-	-
Expenditures	316,663	54,411	-	-	-	-	-
Ending fund balance	$ 54,254	$ (0)	$ (0)	$ (0)	$ (0)	$ (0)	$ (0)
357 **Parkglenn Construction Fund**							
Beginning fund balance	$ 198,957	$ 199,573	$ 200,119	$ 200,119	$ 200,119	$ 201,419	$ 202,419
Revenues	616	546	800	800	1,300	1,000	1,254
Expenditures	-	-	-	-	-	-	203,673
Ending fund balance	$ 199,573	$ 200,119	$ 200,919	$ 200,919	$ 201,419	$ 202,419	$ (0)

Fund Summaries	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget
401 **General Debt Service Fund**							
Beginning fund balance	-	-	-	-	-	-	-
Revenues	261,021	941,395	941,725	941,725	941,725	940,273	943,441
Expenditures	261,021	941,395	941,725	941,725	941,725	940,273	943,441
Ending fund balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402 **Recreation Debt Service Fund**							
Beginning fund balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revenues	1,361,316	1,709,536	2,683,889	1,585,500	1,585,500	1,584,700	1,586,500
Expenditures	1,361,316	1,709,536	2,683,889	1,585,500	1,585,500	1,584,700	1,586,500
Ending fund balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
501 **Stormwater Utility Fund**							
Beginning fund balance	$ 4,041,439	$ 4,912,895	$ 5,804,469	$ 5,804,469	$ 5,804,469	$ 6,125,575	$ 6,586,307
Revenues	2,251,692	2,813,655	2,082,100	2,082,100	2,240,432	2,203,800	2,316,900
Expenditures	1,380,236	1,922,080	1,974,875	2,208,167	1,919,326	1,743,068	2,318,804
Ending fund balance	$ 4,912,895	$ 5,804,469	$ 5,911,694	$ 5,678,402	$ 6,125,575	$ 6,586,307	$ 6,584,403
601 **Fleet Services Fund**							
Beginning fund balance	$ 90,880	$ 66,579	$ (354,841)	$ (354,841)	$ (354,841)	$ (562,510)	$ 78,829
Revenues	1,654,901	1,584,765	1,588,100	2,012,400	2,107,960	2,344,700	2,417,600
Expenditures	1,679,203	2,006,185	2,217,613	2,237,613	2,315,629	1,703,361	1,718,615
Ending fund balance	$ 66,579	$ (354,841)	$ (984,354)	$ (580,054)	$ (562,510)	$ 78,829	$ 777,814
602 **Technology Management Fund**							
Beginning fund balance	$ 320,582	$ 436,478	$ 726,371	$ 726,371	$ 726,371	$ 652,509	$ 405,646
Revenues	2,597,209	2,793,579	3,635,996	3,635,996	3,819,144	3,857,120	4,077,194
Expenditures	2,481,313	2,503,687	3,751,469	4,004,404	3,893,006	4,103,983	4,106,890
Ending fund balance	$ 436,478	$ 726,371	$ 610,898	$ 357,963	$ 652,509	$ 405,646	$ 375,950
603 **Facilities Services Fund**							
Beginning fund balance	$ (30,536)	$ (43,920)	$ 81,697	$ 81,697	$ 81,697	$ 314,998	$ 317,678
Revenues	737,965	918,639	862,700	862,700	1,153,600	894,600	930,900
Expenditures	751,349	793,022	862,860	874,950	920,299	891,920	926,060
Ending fund balance	$ (43,920)	$ 81,697	$ 81,537	$ 69,447	$ 314,998	$ 317,678	$ 322,518
604 **Medical Benefits Fund**							
Beginning fund balance	$ -	$ -	$ 465,762	$ 465,762	$ 465,762	$ 624,130	$ 1,048,580
Revenues	-	2,264,105	2,711,400	2,711,400	2,388,429	2,784,450	2,848,900
Expenditures	-	1,798,343	2,044,200	2,044,200	2,230,061	2,360,000	2,474,800
Ending fund balance	$ -	$ 465,762	$ 1,132,962	$ 1,132,962	$ 624,130	$ 1,048,580	$ 1,422,680

General Fund Summary

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget	% Change 2016 to 2017 Budgets
Beginning Fund Balance	**$ 23,896,533**	**$ 25,584,533**	**$ 23,313,165**	**$ 23,313,165**	**$ 20,458,374**	**$ 14,884,115**	**-12%**
Revenues							
Taxes	31,298,727	33,998,491	35,548,800	36,315,600	38,788,000	41,311,500	**9%**
Licenses and Permits	1,833,383	1,650,645	1,739,000	1,561,500	1,821,050	1,895,600	**5%**
Intergovernmental	4,320,037	4,061,239	4,771,626	4,800,464	3,913,648	3,975,297	**-18%**
Charges for Services	2,322,473	2,309,447	2,778,700	2,434,920	2,781,400	2,871,600	**0%**
Fines and Forfeitures	184,179	199,047	192,900	172,300	204,300	207,200	**6%**
Interest	58,416	135,962	73,300	103,050	330,600	203,400	**351%**
Miscellaneous	95,153	91,402	104,000	173,304	113,400	122,900	**9%**
Other Financial Sources	1,278	9,439	-	55,514	-	-	
Transfers In	927,600	975,100	1,095,900	1,095,900	1,152,600	1,180,700	**5%**
Total Revenues	**41,041,247**	**43,430,771**	**46,304,226**	**46,712,552**	**49,104,998**	**51,768,197**	**6%**
Expenditures by Department							
Elected Officials	110,369	129,525	149,760	143,533	166,245	163,175	**11%**
Town Clerk	321,300	314,627	301,163	234,888	406,742	371,873	**35%**
Municipal Court	263,563	273,384	333,724	294,076	339,457	351,958	**2%**
Town Administrator	552,746	639,303	917,543	859,453	1,003,250	930,153	**9%**
Elections	26,188	38,670	26,000	26,000	26,000	32,000	**0%**
Finance	769,073	786,956	945,687	1,008,969	1,200,335	1,030,273	**27%**
Sales Tax	318,623	390,548	481,579	410,311	471,857	493,760	**-2%**
Legal Services	561,818	494,901	552,325	544,740	570,720	597,375	**3%**
Human Resources	730,647	728,910	849,807	795,146	865,857	895,140	**2%**
Risk Management	254,713	265,221	369,589	295,386	387,086	398,375	**5%**
Community Development	1,531,769	1,329,654	2,176,497	1,593,771	2,165,962	2,020,368	**0%**
Information Technology	-	-	-	-	-	-	
Communications	707,837	693,350	893,435	798,715	940,434	971,575	**5%**
General Government Buildings	476,947	640,234	698,350	697,675	567,400	500,500	**-19%**
Customer Service	111,861	118,795	142,278	131,673	148,543	154,708	**4%**
Historic Preservation	682	-	13,500	-	3,000	3,000	**-78%**
Interdepartmental	502,149	399,875	613,050	406,614	694,990	620,095	**13%**
Debt Service	3,781,410	3,767,750	3,743,700	3,744,200	3,726,143	3,701,875	**0%**
Police	12,750,985	12,934,772	18,458,236	15,851,488	16,203,888	16,334,414	**-12%**
Building Inspection	1,097,274	1,166,010	1,535,845	1,458,929	1,605,439	1,617,475	**5%**
Public Works	8,918,241	9,623,292	11,320,839	10,399,009	12,219,291	13,368,952	**8%**
Parks, Forestry and Open Space	2,724,911	2,806,311	3,801,450	3,319,370	3,959,430	3,935,580	**4%**
Public Works Buildings	-	122,640	144,400	177,274	186,000	198,400	**29%**
Parks/Public Works Buildings	198,275	565,367	310,600	296,019	454,550	220,600	**46%**
Economic Development	565,486	753,557	945,875	596,369	850,670	863,375	**-10%**
Economic Incentives	501,779	771,179	1,500,000	1,427,500	1,500,000	850,000	**0%**
Interfund Transfers	1,574,600	5,947,310	4,056,234	4,056,234	4,015,968	3,594,612	**-1%**
Total Expenditures	**39,353,246**	**45,702,139**	**55,281,466**	**49,567,342**	**54,679,257**	**54,219,610**	**-1%**
Ending Fund Balances	**$ 25,584,533**	**$ 23,313,165**	**$ 14,335,925**	**$ 20,458,374**	**$ 14,884,115**	**$ 12,432,701**	**4%**

General Fund

	2013 Actual	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget	% Change Adopted Budgets
Beginning Fund Balance	**$ 25,009,808**	**$ 23,896,533**	**$ 25,584,533**	**$ 23,313,165**	**$ 23,313,165**	**$ 20,458,374**	**$ 14,884,115**	**-12%**
Revenue								
Taxes								
Real Property Taxes	1,352,560	1,374,795	1,448,999	1,650,300	1,720,000	1,754,000	1,778,900	**6%**
Personal Property Taxes	76,398	76,274	-	-	-	-	-	
Specific Ownership Taxes	123,173	132,680	141,852	145,100	150,000	155,400	162,200	**7%**
Sales Taxes	25,576,071	27,510,421	29,959,630	31,202,300	32,100,000	34,300,800	36,701,800	**7%**
Sales Tax Penalty and Interest	52,106	58,489	40,075	59,200	65,000	40,800	41,400	**-31%**
Sales Tax Audit Revenue	190,348	59,111	251,581	250,000	100,000	250,000	250,000	**0%**
Lodging Tax	105,661	146,500	159,652	165,500	160,000	168,600	173,600	**2%**
Franchise Taxes - Cable	459,839	476,257	541,098	533,000	550,000	571,300	588,400	**7%**
Franchise Taxes - Fiber Optics	500	500	1,500	500	500	500	500	**0%**
Franchise Taxes - Gas	381,332	429,204	378,416	431,100	350,000	367,500	383,700	**-15%**
Excise Taxes - Electric	1,032,692	1,033,396	1,075,865	1,111,100	1,111,100	1,178,400	1,230,200	**6%**
Interest - Property Taxes	676	1,100	(177)	700	9,000	700	800	**0%**
Total Taxes	**29,351,357**	**31,298,727**	**33,998,491**	**35,548,800**	**36,315,600**	**38,788,000**	**41,311,500**	**9%**
Licenses and Permits								
Business Licenses	29,630	64,495	41,459	67,300	67,300	21,150	70,400	**-69%**
Liquor Licenses and Permits	32,404	25,343	25,977	26,800	27,000	27,000	27,400	**1%**
Peddler and Solicitor Permits	4,980	3,960	4,280	4,900	4,200	4,400	4,500	**-10%**
Building Permits	1,368,297	1,644,823	1,594,755	1,528,300	1,400,000	1,656,100	1,679,300	**8%**
Building Permits Credit	-	-	(117,690)	-	(5,000)	-	-	
Sign Permits	15,130	18,675	19,345	19,500	18,000	20,100	20,400	**3%**
Animal Licenses	-	-	-	-	-	-	-	
Street Cut Permits	86,830	76,087	82,519	92,200	50,000	92,300	93,600	**0%**
Total Licenses and Permits	**1,537,271**	**1,833,383**	**1,650,645**	**1,739,000**	**1,561,500**	**1,821,050**	**1,895,600**	**5%**
Intergovernmental								
South Metro Task Force Grant	-	-	-	-	-	-	-	
LEAF-DUI Enforcement Grant	6,612	11,053	26,557	-	20,000	-	-	
CDBG Grant	-	-	1,125	-	-	-	-	
911 Authority	226,265	724,402	203,990	855,000	883,132	125,000	125,000	**-85%**
Grants - State of Colorado	-	-	-	-	-	-	-	
Seizure Fund Revenue	15,402	-	214,641	146,043	146,043	-	-	**-100%**
Energy Star Grant	-	-	-	-	-	-	-	
COP BABS Interest Credit	860,677	821,393	813,069	794,771	796,480	774,248	751,702	**-3%**
Energy Efficiency Grant	-	-	-	-	-	-	-	
Federal Grants	-	-	-	-	-	-	-	
School Marshall Program	61,400	125,256	129,756	127,712	131,100	135,700	138,495	**6%**
EMPG Grant	50,000	38,000	19,200	-	38,000	-	-	
Other Police Grants	4,246	18,576	9,616	-	5,004	-	-	
Other Intergovernmental Grants	-	-	-	-	-	-	-	
Motor Vehicle Regis Fees	145,711	152,935	159,187	162,300	162,300	168,900	173,900	**4%**
Highway User Taxes	1,020,120	1,047,973	1,090,277	1,078,700	1,078,700	1,134,200	1,168,200	**5%**
FASTER Distribution	-	-	-	-	-	-	-	
Cigarette Taxes	112,368	112,842	112,596	112,100	112,100	110,400	109,300	**-2%**
Severance Taxes	15,633	36,579	42,551	15,000	19,605	15,000	15,000	**0%**
Road and Bridge Shareback Funds	1,223,658	1,231,030	1,238,675	1,480,000	1,408,000	1,450,200	1,493,700	**-2%**
Total Intergovernmental	**3,742,093**	**4,320,037**	**4,061,239**	**4,771,626**	**4,800,464**	**3,913,648**	**3,975,297**	**-18%**
Charges for Services								
Court Costs, Fees and Charges	84,684	82,319	79,950	86,100	72,000	83,000	84,200	**-4%**
Open Records Fees	1,789	3,452	580	-	1,600	-	-	
Zoning and Subdivision Fees	111,957	111,208	74,651	102,600	90,000	117,400	120,900	**14%**
Service Plan Fees	7,500	22,500	7,750	7,500	30,000	7,500	7,500	**0%**
Deficit Reduction Fees	898,295	1,023,310	846,441	1,092,400	800,000	981,800	1,025,000	**-10%**
Plan Checking Fees	203,909	315,559	354,067	307,000	307,000	373,800	385,000	**22%**
Plan Review Credit	-	-	(31,139)	-	(1,500)	-	-	
Rental of Kiosk Signs	10,920	11,235	16,800	15,000	15,000	15,000	15,000	**0%**
Sales of Maps and Publications	473	397	151	1,200	300	200	200	**-83%**
Advertising Commissions	7,575	7,868	6,116	8,000	6,500	6,500	6,500	**-19%**
Engineering Review Fees	124,762	132,688	136,907	149,100	140,000	144,500	148,900	**-3%**
Administrative Fees	80,062	43,685	74,474	66,600	74,000	78,600	81,000	**18%**
ATM Fees	17	22	20	-	20	-	-	
Misc Charges/Fees	7,102	4,527	17,007	2,200	15,000	2,200	2,200	**0%**
Liquor Investigations Fee	39	655	937	-	1,000	-	-	
Impound Fees	3,750	2,050	1,900	5,000	1,700	1,800	1,800	**-64%**

	2013 Actual	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Projected Budget	2018 Projected Budget	% Change Adopted Budgets
Police Reports	35,259	40,479	50,720	49,400	49,400	52,700	53,400	7%
Drug Testing	11,062	10,746	10,138	20,000	10,000	10,000	10,200	-50%
Lone Tree Building Services	-	-	-	-	-	-	-	
Lone Tree Dispatch Services	453,065	305,326	414,615	611,300	588,400	641,200	659,300	5%
School Resource Officer	50,992	39,049	67,862	46,700	46,700	47,900	49,300	3%
Lone Tree Crime/Evidence Services	75,915	47,970	66,889	83,100	65,000	104,000	107,100	25%
Castle Rock Review/Inspection Svcs	-	-	-	-	-	-	-	
Foxfield Court Services	9,588	6,460	4,885	7,000	4,000	5,000	5,200	-29%
PAR Services	30,371	32,200	23,000	21,000	21,000	21,500	22,100	2%
Police Off-duty Reimbursement	-	4,976	2,231	-	1,000	-	-	
C-DOT Signal Operations	46,800	46,800	46,800	52,500	46,800	46,800	46,800	-11%
Event Sponsorship	32,035	26,992	35,698	45,000	50,000	40,000	40,000	-11%
Total Charges for Services	**2,287,951**	**2,322,473**	**2,309,447**	**2,778,700**	**2,434,920**	**2,781,400**	**2,871,600**	**0%**
Fines and Forfeitures								
Court Fines	148,881	152,131	159,887	159,600	135,000	166,000	168,400	4%
DUI Fines	25,121	29,713	36,860	33,300	33,300	38,300	38,800	15%
Miscellaneous Fines	50	2,335	2,300	-	4,000	-	-	
Total Fines and Forfeitures	**174,052**	**184,179**	**199,047**	**192,900**	**172,300**	**204,300**	**207,200**	**6%**
Miscellaneous								
Interest Earnings and Invest	31,066	56,916	57,556	73,300	95,700	330,600	203,400	351%
Interest Earnings - 2009 COPS	5,425	4,584	6,418	19,000	19,000	28,400	37,900	49%
Contributions	2,505	1,500	78,406	-	7,350	-	-	
Contributions - Explorer/Cadet	15,019	8,293	8,151	-	8,000	-	-	
Contributions - Other Police	2,500	-	40	-	-	-	-	
Contributions - DARE Program	-	-	-	-	-	-	-	
Contributions - Teen Court	-	-	250	-	1,000	-	-	
Contrib. - Historic Preservation	85	80	55	-	30	-	-	
Contrib. - Tree Mitigation	-	-	-	-	26,270	-	-	
Restitution	2,305	6,099	6,547	-	-	-	-	
Contributions - K-9 Program	-	-	-	-	4,004	-	-	
Other Miscellaneous Revenue	86,613	76,097	69,941	85,000	115,000	85,000	85,000	0%
Total Miscellaneous	**145,518**	**153,569**	**227,364**	**177,300**	**276,354**	**444,000**	**326,300**	**150%**
Other Financial Sources								
Insurance Recoveries	4,518	1,278	9,439	-	50,554	-	-	
Sales of General Fixed Assets	410,664	-	-	-	4,960	-	-	
Certificates of Participation Issued	-	-	-	-	-	-	-	
Cert of Participation Premium	-	-	-	-	-	-	-	
Total Other Financial Sources	**415,182**	**1,278**	**9,439**	**-**	**55,514**	**-**	**-**	
Transfers In								
From Conservation Trust Fund	-	-	-	-	-	-	-	
From Parks and Recreation Fund	868,308	927,600	975,100	1,095,900	1,095,900	1,152,600	1,180,700	5%
From PAR	-	-	-	-	-	-	-	
From Public Improvements Fund	13,400	-	-	-	-	-	-	
From Excise Tax Fund	-	-	-	-	-	-	-	
Total Transfers In	**881,708**	**927,600**	**975,100**	**1,095,900**	**1,095,900**	**1,152,600**	**1,180,700**	**5%**
Total Revenue	**38,535,131**	**41,041,247**	**43,430,771**	**46,304,226**	**46,712,552**	**49,104,998**	**51,768,197**	**6%**
Total Funds Available	**$ 63,544,940**	**$ 64,937,780**	**$ 69,015,304**	**$ 69,617,391**	**$ 70,025,717**	**$ 69,563,372**	**$ 66,652,312**	**0%**

Expenditures	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Elected Officials							
Expenditures by Category							
Salary and Benefits	87,098	98,190.62	99,760	98,513	101,945	105,045	2%
Supplies	5,331	5,440.83	24,500	21,246	36,800	29,330	50%
Purchased Services	17,940	25,893.35	25,500	23,774	27,500	28,800	8%
Total	110,369	129,524.80	149,760	143,533	166,245	163,175	11%
Town Clerk and Elections							
Expenditures by Category							
Salary and Benefits	191,225	176,399.33	193,230	126,416	249,280	256,700	29%
Supplies	14,203	20,202.87	10,900	10,555	4,500	4,500	-59%
Purchased Services	142,061	156,694	123,033	123,917	128,962	142,673	5%
Capital Outlay	-	-	-	-	50,000	-	
Total	347,488	353,296.37	327,163	260,888	432,742	403,873	32%
Municipal Court							
Expenditures by Category							
Salary and Benefits	160,953	173,330.19	199,980	170,035	208,570	214,820	4%
Supplies	11,837	8,708.74	13,900	15,553	13,000	14,400	-6%
Purchased Services	90,772	91,344.72	119,844	108,488	117,887	122,738	-2%
Capital Outlay	-	-	-	-	-	-	
Total	263,563	273,383 65	333,724	294,076	339,457	351,958	2%
Town Administrator							
Expenditures by Category							
Salary and Benefits	481,174	548,271.33	731,480	740,089	757,240	779,350	4%
Supplies	5,188	16,537.09	9,000	12,151	10,100	11,760	12%
Purchased Services	66,384	74,494 77	177,063	107,213	235,910	139,043	33%
Total	552,746	639,303 19	917,543	859,453	1,003,250	930,153	9%
Finance and Sales Tax							
Expenditures by Category							
Salary and Benefits	843,499	907,855.02	1,070,318	1,000,504	1,124,100	1,161,390	5%
Supplies	17,698	32,260.37	9,450	19,383	10,225	10,225	8%
Purchased Services	226,498	227,191.77	347,498	367,985	428,367	352,418	23%
Capital Outlay	-	10,196.96	-	31,408	109,500	-	
Total	1,087,695	1,177,504 12	1,427,266	1,419,280	1,672,192	1,524,033	17%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Town Attorney							
Expenditures by Category							
Salary and Benefits	308,920	311,340.49	334,120	316,607	339,100	356,000	1%
Supplies	11,455	16,186 91	13,400	13,513	15,950	16,550	19%
Purchased Services	241,443	167,373.42	204,805	214,620	215,670	224,825	5%
Total	561,818	494,900.82	552,325	544,740	570,720	597,375	3%
Human Resources							
Expenditures by Category							
Salary and Benefits	541,001	505,420.44	586,310	560,153	607,730	624,930	4%
Supplies	10,084	12,897.11	7,800	12,996	14,600	15,100	87%
Purchased Services	179,562	210,592.13	255,697	221,997	243,527	255,110	-5%
Utilities/Insurance	-	-	-	-	-	-	
Total	730,647	728,909.68	849,807	795,146	865,857	895,140	2%
Risk Management							
Expenditures by Category							
Salary and Benefits	101,747	101,755.20	110,234	106,727	116,040	119,440	5%
Supplies	10,682	9,836.37	8,820	6,720	9,220	9,220	5%
Purchased Services	10,903	13,119.99	15,535	14,939	16,126	16,715	4%
Utilities/Insurance	131,381	140,508.94	235,000	167,000	245,700	253,000	5%
Total	254,713	265,220.50	369,589	295,386	387,086	398,375	5%
Community Development							
Expenditures by Category							
Salary and Benefits	1,004,155	996,125.62	1,269,964	1,049,933	1,324,940	1,376,740	4%
Supplies	5,319	15,527.31	14,000	11,749	15,500	15,440	11%
Purchased Services	289,765	260,519.66	887,533	527,189	825,522	628,188	-7%
Other	1,125	-	-	-	-	-	
Capital Outlay	231,406	57,481.37	5,000	4,900	-	-	-100%
Total	1,531,769	1,329,653.96	2,176,497	1,593,771	2,165,962	2,020,368	0%
Building Inspectors							
Expenditures by Category							
Salary and Benefits	832,516	865,210.56	1,097,140	1,060,480	1,176,280	1,210,720	7%
Supplies	8,883	17,745.42	20,850	17,524	15,850	11,065	-24%
Purchased Services	255,875	258,534.00	392,375	355,050	383,309	395,690	-2%
Capital Outlay	-	24,520.00	25,480	25,875	30,000	-	18%
Total	1,097,274	1,166,009.98	1,535,845	1,458,929	1,605,439	1,617,475	5%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Communications							
Expenditures by Category							
Salary and Benefits	290,100	299,542.06	343,210	301,208	317,980	327,250	-7%
Supplies	2,135	9,092 30	6,700	6,763	6,200	6,200	-7%
Purchased Services	415,602	384,715.57	543,525	490,744	616,254	638,125	13%
Total	707,837	693,349.93	893,435	798,715	940,434	971,575	5%
General Government Buildings							
Expenditures by Category							
Supplies	561	7,835 00	2,000	5,050	2,000	2,000	0%
Purchased Services	244,280	351,298 66	278,400	289,400	295,200	307,800	6%
Utilities/Insurance	134,915	130,122.61	163,900	133,160	153,200	160,700	-7%
Capital Outlay	97,190	150,977.34	254,050	270,065	117,000	30,000	-54%
Total	476,947	640,233.61	698,350	697,675	567,400	500,500	-19%
Customer Service							
Expenditures by Category							
Salary and Benefits	84,207	83,240.85	102,120	92,548	106,930	110,150	5%
Supplies	847	145.96	450	370	450	450	0%
Purchased Services	26,807	35,407.82	39,708	38,755	41,163	44,108	4%
Total	111,861	118,794.63	142,278	131,673	148,543	154,708	4%
Historic Preservation							
Expenditures by Category							
Supplies	-	-	-	-	-	-	
Purchased Services	682	-	13,500	-	3,000	3,000	-78%
Capital Outlay	-	-	-	-	-	-	
Total	682	-	13,500	-	3,000	3,000	-78%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Interdepartmental							
Expenditures by Category							
Supplies	51,218	49,069.85	46,850	33,120	46,900	46,090	0%
Purchased Services	90,631	84,865.22	129,600	97,494	100,125	103,405	-23%
Debt Service	3,781,410	3,767,750 00	3,743,700	3,744,200	3,726,143	3,701,875	0%
Other	360,300	265,940 00	436,600	276,000	547,965	470,600	26%
Total	4,283,559	4,167,625.07	4,356,750	4,150,814	4,421,133	4,321,970	1%
Police Administration							
Expenditures by Category							
Salary and Benefits	1,092,150	1,190,047.66	1,400,815	1,245,629	1,571,052	1,621,560	12%
Supplies	41,296	62,890.74	58,400	57,591	65,400	72,900	12%
Purchased Services	1,496,771	1,653,880.72	2,188,882	2,163,898	2,426,863	2,543,091	11%
Capital Outlay	-	55,043.87	-	-	-	-	
Other	20,089	21,041.61	22,200	22,113	23,000	23,700	4%
Total	2,650,305	2,982,904.60	3,670,297	3,489,231	4,086,315	4,261,251	11%
Investigations							
Expenditures by Category							
Salary and Benefits	1,550,506	1,497,683.78	1,748,680	1,483,492	1,640,820	1,704,450	-6%
Supplies	46,504	33,828 37	59,000	36,250	63,000	49,000	7%
Purchased Services	69,756	60.790 11	96,800	63,095	115,900	116,500	20%
Capital Outlay	-	-	-	11,649	-	-	
Other	-	-	-	-	-	-	
Total	1,666,766	1,592,302.26	1,904,480	1,594,486	1,819,720	1,869,950	-4%
Patrol							
Expenditures by Category							
Salary and Benefits	4,679,680	4,798,617.91	5,557,670	5,536,121	5,752,290	5,973,340	4%
Supplies	199,105	209,290.26	428,907	418,207	379,000	366,000	-12%
Purchased Services	258,410	252,962.57	401,800	284,550	408,800	412,800	2%
Capital Outlay	147,524	326,646.25	275,450	275,215	40,000	-	-85%
Total	5,284,720	5,587,516.99	6,663,827	6,514,093	6,580,090	6,752,140	-1%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Records							
Expenditures by Category							
Salary and Benefits	274,902	310,264.83	384,640	349,316	396,100	407,900	3%
Supplies	3,601	3,590 86	9,700	5,600	9,700	9,700	0%
Purchased Services	265,469	271,294 88	318,303	317,233	325,061	336,483	2%
Capital Outlay	-	-	2,000,000	500,000	11,000	-	-99%
Total	543,972	585,150.57	2,712,643	1,172,149	741,861	754,083	-73%
Dispatch							
Expenditures by Category							
Salary and Benefits	1,027,051	1,129,478.49	1,310,650	1,252,537	1,344,800	1,382,500	3%
Supplies	7,395	10,446 38	9,000	7,000	10,500	11,000	17%
Purchased Services	156,606	156,484.99	180,800	183,975	223,012	226,200	23%
Capital Outlay	674,441	100,430.60	869,569	869,569	120,000	-	-86%
Total	1,865,493	1,396,840.46	2,370,019	2,313,081	1,698,312	1,619,700	-28%
Police Station							
Expenditures by Category							
Supplies	121	1,834.28	2,400	-	2,400	2,400	0%
Purchased Services	344,214	376,544.21	370,700	363,800	386,200	400,500	4%
Utilities/Insurance	163,664	158,597.06	197,700	160,847	204,800	214,900	4%
Capital Outlay	-	-	175,000	409	245,000	-	40%
Total	507,999	536,975.55	745,800	525,056	838,400	617,800	12%
Emergency Management							
Expenditures by Category							
Salary and Benefits	104,372	57,742.57	157,920	32,924	163,230	168,110	3%
Supplies	7,375	9,983.52	4,200	4,338	9,050	9,050	115%
Purchased Services	21,115	9,553.24	55,250	44,880	92,500	99,000	67%
Capital Outlay	-	-	-	-	-	-	
Total	132,862	77,279.33	217,370	82,142	264,780	276,160	22%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Animal Services							
Expenditures by Category							
Salary and Benefits	81,172	84,280.04	119,700	112,976	116,050	119,470	-3%
Supplies	200	3,092 24	7,000	2,000	7,000	7,500	0%
Purchased Services	17,497	37,910.83	47,100	46,274	51,360	56,360	9%
Capital Outlay	-	50,519.50	-	-	-	-	
Total	98,869	175,802.61	173,800	161,250	174,410	183,330	0%
Public Works Streets							
Expenditures by Category							
Salary and Benefits	937,213	1,121,088.71	1,459,080	1,265,933	1,534,920	1,570,000	5%
Supplies	327,325	350,904.40	369,200	363,800	379,100	389,600	3%
Purchased Services	5,143,925	5,719,684.03	5,749,910	5,420,628	6,442,884	7,268,550	12%
Capital Outlay	57,198	-	487,000	487,000	667,500	780,000	37%
Total	6,465,660	7,191,677.14	8,065,190	7,537,361	9,024,404	10,008,150	12%
Administration and Engineering							
Expenditures by Category							
Salary and Benefits	899,384	901,017.40	1,053,620	927,517	1,027,180	1,061,690	-3%
Supplies	7,333	6,725.18	8,800	12,017	9,600	9,600	9%
Purchased Services	319,551	353,837.85	454,134	429,395	467,959	486,194	3%
Capital Outlay	-	-	-	-	-	-	
Total	1,226,269	1,261,580.43	1,516,554	1,368,929	1,504,739	1,557,484	-1%
Traffic Services							
Expenditures by Category							
Salary and Benefits	391,117	388,068.29	480,740	437,490	698,610	725,150	45%
Supplies	67,589	66,595.62	82,400	67,596	83,400	85,400	1%
Purchased Services	767,606	715,370.47	955,955	807,633	908,138	947,768	-5%
Capital Outlay	-	-	220,000	180,000	-	45,000	-100%
Total	1,226,312	1,170,034.38	1,739,095	1,492,719	1,690,148	1,803,318	-3%
Motsenbocker Building							
Expenditures by Category							
Supplies	30	810.53	1,000	4,780	1,000	1,000	0%
Purchased Services	123,316	144,825.34	116,900	116,900	117,800	125,300	1%
Utilities/Insurance	74,929	68,435.06	87,700	69,339	89,950	94,300	3%
Capital Outlay	-	351,295.73	105,000	105,000	245,800	-	134%
Total	198,275	565,366.66	310,600	296,019	454,550	220,600	46%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Public Works Operations Center							
Expenditures by Category							
Supplies	-	1,960.54	1,000	3,622	1,000	1,000	0%
Purchased Services	-	120,679.88	143,400	173,652	185,000	197,400	29%
Capital Outlay	-	-	-	-	-	-	
Total	-	122,640.42	144,400	177,274	186,000	198,400	29%
Parks							
Expenditures by Category							
Salary and Benefits	1,262,340	1,289,566.20	1,627,570	1,466,472	1,665,060	1,705,980	2%
Supplies	31,768	48,748.73	55,500	46,139	49,700	51,000	-10%
Purchased Services	985,368	948,789.39	1,373,590	1,151,150	1,457,240	1,496,950	6%
Capital Outlay	22,612	99,085.07	180,500	180,500	117,800	-	-35%
Total	2,302,088	2,386,189.39	3,237,160	2,844,261	3,289,800	3,253,930	2%
Forestry/Open Space							
Expenditures by Category							
Salary and Benefits	216,043	218,447.53	250,590	231,798	344,230	354,450	37%
Supplies	13,470	19,030.15	27,600	13,208	28,600	28,600	4%
Purchased Services	162,734	169,528.63	266,100	220,103	276,800	278,600	4%
Capital Outlay	20,579	-	-	-	-	-	
Other	9,997	13,115 33	20,000	10,000	20,000	20,000	0%
Total	422,823	420,121.64	564,290	475,109	669,630	681,650	19%
Economic Development							
Expenditures by Category							
Salary and Benefits	310,251	307,430.97	397,350	259,642	358,980	369,330	-10%
Supplies	19,717	15,739.38	11,500	7,327	23,500	23,500	104%
Purchased Services	203,759	387,930.49	457,025	289,400	388,190	390,545	-15%
Other	31,758	42,456.20	80,000	40,000	80,000	80,000	0%
Total	565,486	753,557.04	945,875	596,369	850,670	863,375	-10%
Economic Incentives and Transfers							
Expenditures by Category							
Economic Incentive Shareback	501,779	771,179.03	1,500,000	1,427,500	1,500,000	850,000	0%
Interfund Transfers	1,574,600	5,947,310 41	4,056,234	4,056,234	4,015,968	3,594,612	-1%
Total	2,076,380	6,718,489.44	5,556,234	5,483,734	5,515,968	4,444,612	-1%
	-	-	-	-	-	-	

Special Revenue Funds Summary

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed	2018 Planned	% Change 2016 to 2017 Budgets
Beginning Fund Balances	**$ 12,348,390**	**$ 15,005,657**	**$ 18,496,557**	**$ 18,496,557**	**$ 8,235,567**	**$ 9,298,198**	**-55%**
Revenues							
Taxes	6,114,231	6,532,038	6,715,600	6,883,430	7,326,310	7,816,500	**9%**
Intergovernmental	646,283	3,714,636	1,980,595	2,111,604	1,583,700	1,395,900	**-20%**
Charges for Services	6,110,255	6,442,911	6,967,565	7,020,423	7,151,195	7,371,260	**3%**
Fines and Forfeitures	80,849	81,797	90,000	73,000	70,000	72,100	**-22%**
Miscellaneous	427,778	249,986	151,800	651,431	209,446	272,876	**38%**
Other Financing Sources	7,000,000	9,880,000	-	-	-	-	
Transfers In	2,774,200	14,595,978	4,216,900	4,216,900	6,774,000	5,372,200	**61%**
Total Revenues	**23,153,596**	**41,497,346**	**20,122,460**	**20,956,788**	**23,114,651**	**22,300,836**	**15%**
Expenditures							
Salary and Benefits	4,372,716	4,808,281	5,775,934	5,484,036	6,352,816	6,545,804	**10%**
Supplies	552,349	671,845	772,650	596,642	833,878	801,055	**8%**
Purchased Services	4,032,591	14,506,220	5,348,133	5,232,072	5,551,246	5,853,407	**4%**
Capital Outlay	7,960,804	9,640,543	15,556,658	15,201,728	3,180,680	2,542,000	**-80%**
Economic Development Incentives	74,752	89,420	93,000	93,000	101,000	73,000	**9%**
Transfers Out	3,503,116	8,290,137	4,610,300	4,610,300	6,032,400	5,302,400	**31%**
Total Expenditures	**20,496,329**	**38,006,446**	**32,156,675**	**31,217,778**	**22,052,020**	**21,117,666**	**-31%**
Ending Fund Balances	**$ 15,005,657**	**$ 18,496,557**	**$ 6,462,342**	**$ 8,235,567**	**$ 9,298,198**	**$ 10,481,368**	**44%**
Revenue by Fund							
Conservation Trust	$ 393,756	$ 402,163	$ 408,100	$ 425,120	$ 416,300	$ 423,100	**2%**
Parks and Recreation	13,452,191	30,363,999	8,373,300	8,984,455	8,425,756	8,930,946	**1%**
Law Enforcement Assistance	129,668	135,078	140,700	121,635	119,800	121,800	**-15%**
Cultural	3,643,412	4,302,602	5,134,810	5,270,915	6,433,995	5,671,490	**25%**
Recreation	5,528,555	6,262,012	6,057,650	6,143,663	7,708,900	7,138,500	**27%**
Capital Renewal and Replacement	6,014	31,491	7,900	11,000	9,900	15,000	**25%**
Total Revenues	**23,153,596**	**41,497,346**	**20,122,460**	**20,956,788**	**23,114,651**	**22,300,836**	**15%**
Expenditures by Fund							
Conservation Trust	-	3,750,000	600,000	600,000	475,000	450,000	**-21%**
Parks and Recreation	11,607,433	23,773,606	18,197,271	18,161,349	7,250,046	6,910,880	**-60%**
Law Enforcement Assistance	127,847	283,975	137,003	134,415	139,160	141,790	**2%**
Cultural	3,252,888	4,144,168	5,970,569	5,452,310	6,686,080	6,001,782	**12%**
Recreation	5,508,161	6,054,697	7,251,832	6,869,704	7,501,734	7,613,214	**3%**
Total Expenditures	**$ 20,496,329**	**$ 38,006,446**	**$ 32,156,675**	**$ 31,217,778**	**$ 22,052,020**	**$ 21,117,666**	**-31%**

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Conservation Trust							
Revenue							
Intergovernmental							
State Conservation Trust Fund	392,734	401,809 87	407,600	425,000	415,700	422,700	2%
Miscellaneous							
Interest Earnings	1,023	353.52	500	120	600	400	20%
Total Revenue	393,756	402,163.39	408,100	425,120	416,300	423,100	2%
Expenditures by Category							
Interfund Transfers	-	3,750,000.00	600,000	600,000	475,000	450,000	-21%
Total	-	3,750,000 00	600,000	600,000	475,000	450,000	-21%
Beginning Fund Balance	3,230,876	3,624,632.09	276,795	276,795	101,915	43,215	-63%
Revenue over (under) Exp	393,756	(3,347,836.61)	(191,900)	(174,880)	(58,700)	(26,900)	-69%
Ending Fund Balance	$ 3,624,632	276,795.48	84,895	101,915	43,215	16,315	-49%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Parks & Recreation Fund							
Revenue							
Taxes							
Sales Taxes	5,502,274	5,991,926.09	6,240,500	6,420,000	6,860,200	7,340,400	10%
Sales Tax Penalty and Interest	11,724	8,015.04	11,800	12,500	8,200	8,300	-31%
Sales Tax Audit Revenue	11,822	50,316.27	50,000	20,000	50,000	50,000	0%
Use Taxes	588,370	588,054.07	413,300	410,000	386,200	395,800	-7%
Equipment Use Tax	-	-	-	-	-	-	
Total Taxes	6,114,189	6,638,311.47	6,715,600	6,862,500	7,304,600	7,794,500	9%
Miscellaneous							
Interest Earnings	19,818	38,671.72	48,700	75,000	58,300	98,300	20%
Rent	16,146	23,201.58	9,000	26,000	16,146	16,146	79%
Contributions	301,865	24,390.00	-	400,000	-	-	
Other Revenue	132	698 46	-	25	-	-	
Intergovernmental	-	2,900,000.00	1,000,000	1,000,000	550,000	550,000	-45%
Transfers In	-	10,965,000.00	600,000	600,000	475,000	450,000	-21%
Other Financing Sources	7,000,000	9,880,000.00	-	-	-	-	
Total Miscellaneous	7,337,960	23,831,961.76	1,657,700	2,101,025	1,099,446	1,114,446	-34%
Total Revenue	13,452,150	30,470,273 23	8,373,300	8,963,525	8,404,046	8,908,946	0%
Expenditures by Category							
Salary and Benefits	197,192	193,887 10	319,364	261,663	340,446	350,380	7%
Supplies	4,961	2,903.04	4,100	2,500	5,100	5,100	24%
Purchased Services	92,564	10,006,124.24	120,900	179,279	226,100	230,000	87%
Capital Outlay	7,734,848	8,941,135.76	13,649,607	13,614,607	1,020,000	1,400,000	-93%
Economic Incentive Shareback	74,752	89,419.81	93,000	93,000	101,000	73,000	9%
Interfund Transfers	3,503,116	4,540,136.53	4,010,300	4,010,300	5,557,400	4,852,400	39%
Total	11,607,433	23,773,606.48	18,197,271	18,161,349	7,250,046	6,910,880	-60%
Beginning Fund Balance	5,167,481	7,012,238.79	13,602,632	13,602,632	4,425,738	5,601,448	-67%
Revenue over (under) Exp	1,844,716	6,696,666.75	(9,823,971)	(9,197,824)	(9,053,073)	1,658,900	-8%
Ending Fund Balance	$ 7,012,197	13,708,905.54	3,778,661	4,404,808	(4,627,335)	7,260,348	-222%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Law Enforcement Assistance Fund							
Revenue							
Intergovernmental							
V.A.L.E. Grants	44,200	48,800 00	45,000	45,000	45,000	45,000	0%
Charges for Services							
Lone Tree Victim Services	3,444	3,089 41	4,100	2,114	4,100	4,100	0%
Fines and Forfeitures							
Court Surcharges	80,849	81,796.62	90,000	73,000	70,000	72,100	-22%
Miscellaneous							
Interest Earnings	1,130	1,154.86	1,600	1,300	700	600	-56%
Other Revenue	45	236.91	-	221	-	-	
Total Revenue	129,668	135,077.80	140,700	121,635	119,800	121,800	-15%
Expenditures by Category							
Salary and Benefits	99,591	106,976.87	111,904	117,766	118,910	121,540	6%
Supplies	1,938	2,965.70	3,200	1,512	3,200	3,200	0%
Purchased Services	10,247	11,186 58	15,000	8,325	16,700	16,700	11%
Utilities/Insurance	189	302.00	400	313	350	350	-13%
Capital Outlay	15,882	162,544.00	6,499	6,499	-	-	-100%
Total	127,847	283,975.15	137,003	134,415	139,160	141,790	2%
Beginning Fund Balance	232,429	234,249.98	85,353	85,353	72,573	53,213	-15%
Revenue over (under) Exp	1,821	(148,897 35)	3,697	(12,780)	(10,704)	(17,360)	-390%
Ending Fund Balance	$ 234,250	85,352 63	89,050	72,573	61,869	35,853	-31%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Cultural							
Revenue							
Intergovernmental							
Grants	194,350	346,175.83	510,145	623,754	553,000	358,200	8%
Charges for Services							
ATM Fees	186	100.00	50	51	50	50	0%
Concession Income	101,240	122,392.94	110,000	159,358	111,470	114,570	1%
Ticket Handling Fee	125,525	113,563.40	147,000	135,240	172,570	177,745	17%
Tickets Revenue	860,361	1,058,631.24	1,204,815	1,098,015	1,260,620	1,298,400	5%
Promotional Sales	12,391	21,376.49	12,000	16,361	12,360	12,730	3%
Memberships	-	-	-	-	-	-	
Advertising Revenue	4,060	8,155.00	5,000	7,550	4,375	4,510	-13%
Less: Patron Credit Taken	(931)	-	(1,000)	9,760	13,745	14,150	-1475%
Art Sales	2,138	6,432.52	7,000	1,835	2,500	2,575	-64%
Rental Income	315,363	469,163.05	413,300	439,519	470,985	485,105	14%
Catering Fee	-	-	-	-	14,700	15,140	
Facility Fee	9,006	8,196.44	10,000	9,977	10,300	10,600	3%
Class Registrations	186,810	141,079.45	121,000	116,375	88,340	85,445	-27%
Fundraising Event	-	-	10,300	-	-	-	-100%
Total Charges for Services	1,616,149	1,949,090.53	2,039,465	1,994,041	2,162,015	2,221,020	6%
Miscellaneous							
Interest Earnings	3,766	3,852.19	2,900	7,700	5,100	8,000	76%
Contributions	64,150	141,376 15	74,000	102,572	115,200	123,930	56%
Other Revenue	6,186	1,235.96	-	1,140	1,200	1,200	
Total Miscellaneous	74,102	146,464.30	76,900	111,412	121,500	133,130	58%
Transfer In							
From General Fund	950,000	1,050,000	1,500,000	1,500,000	1,800,000	1,800,000	20%
From Parks & Rec Fund	147,700	147,700	-	-	-	-	
From Excise Tax Fund	510,000	510,000	250,000	250,000	588,000	588,000	135%
Total Revenue	3,492,301	4,149,430.66	4,376,510	4,479,207	5,224,515	5,100,350	19%
Expenditures by Category							
Salary and Benefits	1,090,015	1,290,437.75	1,522,062	1,462,095	1,742,820	1,793,590	15%
Supplies	97,595	184,189.34	223,850	115,356	225,220	220,355	1%
Purchased Services	1,752,726	2,195,568.62	2,424,942	2,339,953	2,640,615	2,750,937	9%
Utilities/Insurance	165,512	154,973.00	192,800	163,861	192,825	199,900	0%
Capital Outlay	147,040	318,998.82	1,606,915	1,371.045	1,884,600	1,037,000	17%
Total	3,252,888	4,144,167.53	5,970,569	5,452,310	6,686,080	6,001,782	12%
Beginning Fund Balance	620,003	1,010,527.45	1,168,962	1,168,962	987,567	735,482	-16%
Revenue over (under) Exp	239,413	5,263.13	(1,594,059)	(973,103)	(5,314,205)	(3,952,377)	233%
Ending Fund Balance	$ 859,416	1,015,790.58	(425,097)	195,859	(4,326,638)	(3,216,895)	918%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Recreation Fund							
Revenue							
Intergovernmental							
Grants	15,000	17,850.00	17,850	17,850	20,000	20,000	12%
Charges for Services							
ATM Fees	-	665.00	-	2,500	-	-	
Swimming Lesson Fees	165,354	173,632.57	190,000	190,000	200,000	200,000	5%
Memberships	964,202	937,341 65	1,404,000	1,445,000	1,250,000	1,400,000	-11%
Daily User Fees	158,465	218,101.59	170,000	250,000	185,000	195,000	9%
Facility Rentals	18,841	33,496.50	30,000	69,000	30,000	30,000	0%
Vending Machine	49,057	50,042 20	50,000	50,025	55,000	55,000	10%
Specialty Fitness	184,627	188,060.70	194,000	194,000	195,000	195,000	1%
Advertising Revenue	20,379	28,335.68	30,000	30,000	30,000	30,000	0%
Fieldhouse - Admissions	95,959	101,541.75	80,000	80,000	80,000	80,000	0%
Fieldhouse - Facility Rentals	185,383	156,872 14	185,000	185,000	190,000	190,000	3%
Fieldhouse - Equipment Rentals	3,207	3,403.51	3,000	3,800	3,000	3,000	0%
Fieldhouse - Merchandise Sales	2,374	3,093.30	2,500	2,500	2,500	2,500	0%
Fieldhouse - Advertising	14,650	27,016.50	20,000	23,935	20,000	20,000	0%
Fieldhouse - Hosted Special Events	48,403	54,769 84	45,000	60,000	55,000	55,000	22%
Fieldhouse - Day Camp Program	431,652	426,151.77	425,000	431,000	435,000	435,000	2%
Fieldhouse - Sports Instruction	189,307	150,715.48	175,000	175,000	175,000	175,000	0%
H2O - Pool Admission Fees	151,827	141,930.63	147,000	130,000	147,000	147,000	0%
H2O - Pool Rental Fees	26,352	21,495.50	20,000	23,819	20,000	20,000	0%
H2O - Concession Income	116,747	119,826.61	105,000	100,624	110,000	105,000	5%
H2O - Season Passes	16,117	15,284.16	16,000	12,584	10,000	10,000	-38%
H2O - Merchandise Sales	1,598	1,615.38	2,500	1,599	2,000	2,500	-20%
Personal Training	202,389	208,543.00	185,000	210,000	210,000	210,000	14%
Tot Programs	62,711	82,496.36	65,000	92,000	73,000	73,000	12%
Special Interest Programs	33,136	30,410.01	32,000	32,000	32,000	32,000	0%
Adult Sports Programs	291,362	253,360.07	310,000	310,000	310,000	310,000	0%
Youth Sports Programs	978,265	919,517.78	600,000	787,000	600,000	600,000	0%
Therapeutic Recreation Programs	2,185	6,707.00	400	4,836	7,500	7,500	1775%
Contracted Youth Sports	-	(6.387.99)	-	(82,000)	-	-	
Other Revenue	24,750	31,578.29	27,200	33,703	24,400	26,400	-10%
Total Charges for Services	4,439,299	4,379,616.98	4,513,600	4,847,925	4,451,400	4,608,900	-1%
Miscellaneous							
Interest Earnings	4,948	5,456 83	7,200	13,000	2,300	9,300	-68%
Other Revenue	2,555	3,344 84	-	13,353	-	-	
Total Miscellaneous	7,503	8,801.67	7,200	26,353	2,300	9,300	-68%
Transfer In							
From Parks and Recreation Fund	1,066,500	1,855,500 00	1,228,900	1,228,900	2,820,100	2,085,200	129%
Total Revenue	5,528,302	6,261,768.65	5,767,550	6,121,028	7,293,800	6,723,400	26%
Expenditures							
Salary and Benefits	2,985,917	3,216,979.66	3,822,604	3,642,512	4,150,640	4,280,294	9%
Supplies	447,856	481,787.07	541,500	477,274	600,358	572,400	11%
Purchased Services	1,580,370	1,632,885.61	2,039,191	2,010,371	1,915,056	2,071,510	-6%
Utilities/Insurance	430,984	505,179.94	554,900	529,970	559,600	584,010	1%
Capital Outlay	63,034	217,864.56	293,637	209,577	276,080	105,000	-6%
Total	5,508,161	6,054,696.84	7,251,832	6,869,704	7,501,734	7,613,214	3%
Beginning Fund Balance	1,155,820	1,176,213.49	1,383,529	1,383,529	657,488	864,654	-52%
Revenue over (under) Exp	20,539	207,071.81	(1,484,282)	(748,040)	(207,934)	(889,814)	-86%
Ending Fund Balance	$ 1,176,359	1,383,285.30	(100,753)	635,489	449,554	(25,160)	-546%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Capital Renewal and Replacement Reserve Fund							
Revenue							
Miscellaneous							
Interest Earnings	6,014	6,012.90	7,900	11,000	9,900	15,000	25%
Total Revenue	6,014	6,012.90	7,900	11,000	9,900	15,000	25%
Expenditures							
Interfund Transfers	-	-	-	-	-	-	
total	-	-	-	-	-	-	
Beginning Fund Balance	1,941,781	1,947,795.11	1,979,286	1,979,286	1,990,286	2,000,186	1%
Revenue over (under) Exp	6,014	31,491.26	7,900	11,000	9,900	15,000	25%
Ending Fund Balance	$ 1,947,795	1,979,286.37	1,987,186	1,990,286	2,000,186	2,015,186	1%

Capital Projects Funds Summary

	2014 Actual	2015 Actual	2016 Adopted Budget	2016 Projected	2017 Proposed	2018 Planned	% Change 2015 to 2016 Budgets
Beginning Fund Balances	**$ 16,823,755**	**$ 24,128,165**	**$ 19,664,492**	**$ 19,664,492**	**$ 10,980,873**	**$ 9,230,373**	**-44%**
Revenues							
Taxes	6,115,758	4,751,483	4,094,567	3,805,924	3,794,600	3,904,267	-7%
Intergovernmental	2,865,856	3,060,654	3,034,000	3,024,300	3,216,500	4,131,000	6%
Miscellaneous	3,454,523	3,037,472	3,572,817	3,993,171	1,981,400	1,086,754	-45%
Transfers In	315,000	191,370	1,600,000	1,600,000	1,500,000	1,953,673	-6%
Other Financing Sources	13,204,976	-	-	-	-	-	
Total Revenues	**25,956,112**	**11,040,979**	**12,301,384**	**12,423,395**	**10,492,500**	**11,075,694**	-15%
Expenditures							
Capital Outlay	18,109,741	11,529,173	21,972,658	20,325,364	10,525,000	11,018,000	-52%
Economic Development Incentives	31,961	-	-	193,650	-	-	
Transfers Out	510,000	3,975,478	588,000	588,000	1,718,000	1,953,673	192%
Total Expenditures	**18,651,703**	**15,504,651**	**22,560,658**	**21,107,014**	**12,243,000**	**12,971,673**	-46%
Ending Fund Balances	**$ 24,128,165**	**$ 19,664,492**	**$ 9,405,218**	**$ 10,980,873**	**$ 9,230,373**	**$ 7,334,394**	**-2%**
Revenue by Fund							
Public Improvements	$ 23,280,413	$ 8,965,421	$ 10,628,384	$ 11,000,095	$ 8,955,100	$ 9,478,840	-16%
Excise Tax	2,674,423	2,074,855	1,672,200	1,422,000	1,536,400	1,595,600	-8%
Police Station/PACE Center Construction	660	156	-	-	-	-	
Parkglenn Construction	616	546	800	1,300	1,000	1,254	25%
Total Revenues	**25,956,112**	**11,040,979**	**12,301,384**	**12,423,395**	**10,492,500**	**11,075,694**	**-15%**
Expenditures by Fund							
Public Improvements	17,825,040	11,500,241	21,972,658	20,519,014	10,525,000	11,018,000	-52%
Excise Tax	510,000	3,950,000	588,000	588,000	1,718,000	1,750,000	192%
Police Station/PACE Center Construction Fund	316,663	54,411	-	-	-	-	
Parkglenn Construction	-	-	-	-	-	203,673	
Total Expenditures	**$ 18,651,703**	**$ 15,504,651**	**$ 22,560,658**	**$ 21,107,014**	**$ 12,243,000**	**$ 12,971,673**	**-46%**

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Public Improvements Fund							
Revenue							
Taxes							
Use Tax	3,097,710	2,917,167.13	2,066,500	2,025,000	1,930,800	1,979,100	-7%
Excise Taxes - Electric Undergrounding	362,232	358,621.74	370,367	370,367	392,800	410,067	6%
Total Taxes	3,459,942	3,275,788.87	2,436,867	2,395,367	2,323,600	2,389,167	-5%
Intergovernmental							
Grants	11,766	-	-	-	-	800,000	
Roads Sales Tax Shareback	2,218,219	2,413,379.85	2,494,900	2,500,000	2,635,400	2,740,800	6%
Roads Use Tax Shareback	353,022	352,832.43	248,000	230,000	275,000	275,000	11%
HUTF - FASTER Funds	282,848	294,441.89	291,100	294,300	306,100	315,200	5%
Total Intergovernmental	2,865,856	3,060,654.17	3,034,000	3,024,300	3,216,500	4,131,000	6%
Miscellaneous							
Interest Earnings	47,057	52,867.90	69,300	110,000	35,000	30,000	-49%
Contributions	3,387,583	2,972,673.57	3,488,217	3,694,493	1,880,000	975,000	-46%
Total Miscellaneous	3,434,640	3,025,541.47	3,557,517	3,804,493	1,915,000	1,005,000	-46%
Transfer In							
From General Fund	315,000	191,370.00	1,500,000	1,500,000	-	-	-100%
From Parkglenn Fund	-	-	-	-	-	203,673	
Total Transfers In	315,000	191,370.00	1,500,000	1,500,000	-	203,673	-100%
Other Financing Sources							
Certificates of Participation Issued	13,204,976	-	-	-	-	-	
Total Revenue	23,280,413	9,553,354.51	10,528,384	10,724,160	7,455,100	7,728,840	-29%
Expenditures							
Capital Outlay	17,793,079	11,500,240.55	21,972,658	20,325,364	10,525,000	11,018,000	-52%
Economic Incentive Shareback	31,961	-	-	193,650	-	-	
Interfund Transfers	-	-	-	-	-	-	
Total	17,825,040	11,500,240.55	21,972,658	20,519,014	10,525,000	11,018,000	-52%
Beginning Fund Balance	11,710,098	17,165,471.21	14,630,652	14,630,652	5,111,734	3,541,834	-65%
Revenue over (under) Exp	5,455,373	(1,946,886.04)	(11,444,274)	(9,601,204)	(3,069,900)	(3,289,160)	-73%
Ending Fund Balance	$ 17,165,471	15,218,585.17	3,186,378	5,029,448	2,041,834	252,673	-36%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Excise Tax Fund							
Revenue							
Taxes							
New Development Excise Tax	2,655,816	2,997,564.04	1,657,700	1,390,000	1,471,000	1,515,100	-11%
Miscellaneous							
Interest Earnings	18,607	10,031.26	14,500	32,000	65,400	80,500	351%
Total Revenue	2,674,423	3,007,595.30	1,672,200	1,422,000	1,536,400	1,595,600	-8%
Expenditures							
Interfund Transfers	510,000	3,950,000.00	588,000	588,000	1,718,000	1,750,000	192%
total	510,000	3,950,000.00	588,000	588,000	1,718,000	1,750,000	192%
Beginning Fund Balance	4,544,443	6,708,865.69	4,833,721	4,833,721	5,667,721	5,486,121	17%
Revenue over (under) Exp	2,164,423	(942,404.70)	1,084,200	834,000	(181,600)	(154,400)	-117%
Ending Fund Balance	$ 6,708,866	5,766,460.99	5,917,921	5,667,721	5,486,121	5,331,721	-7%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Police Station/PACE Center Construction Fund							
Revenue							
Miscellaneous							
Interest Earnings	660	156.20	-	-	-	-	
Total Revenue	660	156.20	-	-	-	-	
Expenditures							
Capital Outlay	316,663	28,932.19	-	-	-	-	
Interfund Transfers	-	25,478 36	-	-	-	-	
Total	316,663	54,410.55	-	-	-	-	
Beginning Fund Balance	370,257	54,254.35	(0)	(0)	(0)	(0)	0%
Revenue over (under) Exp	(316,003)	(54,254.35)	-	-	-	-	
Ending Fund Balance	$ 54,254	(0 00)	(0)	(0)	(0)	(0)	0%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Parkglenn Construction Fund							
Revenue							
Miscellaneous							
Interest Earnings	616	545.55	800	1,300	1,000	1,254	25%
Total Revenue	616	545.55	800	1,300	1,000	1,254	25%
Expenditures							
Interfund Transfers	-	-	-	-	-	203,673	
Total	-	-	-	-	-	203,673	
Beginning Fund Balance	198,957	199,573.28	200,119	200,119	201,419	202,419	1%
Revenue over (under) Exp	616	545.55	800	1.300	1,000	(202,419)	25%
Ending Fund Balance	$ 199,573	200,118.83	200,919	201,419	202,419	(0)	1%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
General Debt Service Fund							
Revenue							
Miscellaneous							
Interest Earnings	-	-	-	-	-	-	
Transfers In							
From General Fund	209,600	755,940.41	756,234	756,234	755,068	757,612	0%
From Stormwater Fund	51,421	185,454 77	185,491	185,491	185,205	185,829	0%
Total Revenue	261,021	941,395.18	941,725	941,725	940,273	943,441	0%
Expenditures							
Debt Service	261,021	941,395.18	941,725	941,725	940,273	943,441	0%
Total	261,021	941,395.18	941,725	941,725	940,273	943,441	0%
Beginning Fund Balance	-	-	-	-	-	-	
Revenue over (under) Exp	-	-	-	-	-	-	
Ending Fund Balance	$ -	-	-	-	-	-	

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Recreation Debt Service Fund							
Revenue							
Miscellaneous							
Interest Earnings	-	-	-	-	-	-	
Transfers In							
From Parks and Recreation Fund	1,361,316	1,709,536 00	1,585,500	1,585,500	1,584,700	1,586,500	0%
Total Revenue	1,361,316	1,709,536 00	1,585,500	1,585,500	1,584,700	1,586,500	0%
Expenditures							
Debt Service	1,361,316	1,709,536.00	1,585,500	1,585,500	1,584,700	1,586,500	0%
Total	1,361,316	1,709,536.00	1,585,500	1,585,500	1,584,700	1,586,500	0%
Beginning Fund Balance	-	-	-	-	-	-	
Revenue over (under) Exp	-	-	-	-	1,584,700	1,586,500	
Ending Fund Balance	$ -	-	-	-	1,584,700	1,586,500	

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Stormwater Utility Fund							
Revenue							
Charges for Services							
Grading Permit Fees	10,108	6,942.89	56,700	90,000	57,800	58,800	2%
Engineer Review Fees	47,065	54,649.93	45,500	45,500	46,400	47,200	2%
Commercial Stormwater Utility Fees	740,642	796,102.34	820,200	824,932	836,600	850,700	2%
Residential Stormwater Utility Fees	1,071,241	1,129,155.21	1,148,300	1,050,000	1,205,700	1,262,200	5%
Prior Year Refund	(4,390)	-	-	-	-	-	
Total Charges for Services	1,864,667	1,986,850.37	2,070,700	2,010,432	2,146,500	2,218,900	4%
Miscellaneous							
Interest Earnings	11,657	9,671.43	11,400	23,000	57,300	98,000	403%
Other Revenue	375,369	817,133.19	-	207,000	-	-	
Total Miscellaneous	387,025	826,804.62	11,400	230,000	57,300	98,000	403%
Total Revenue	2,251,692	2,813,654.99	2,082,100	2,240,432	2,203,800	2,316,900	6%
Expenditures							
Salary and Benefits	684,775	658,699.11	703,584	618,743	741,150	763,290	5%
Supplies	9,448	11,465.13	11,875	10,525	12,250	12,350	3%
Purchased Services	409,371	421,924.47	546,632	413,134	539,263	561,635	-1%
Utilities/Insurance	9,699	3,687.00	8,100	5,629	10,200	10,700	26%
Capital Outlay	215,523	640,849.90	752,485	685,804	255,000	785,000	-66%
Interfund Transfers	51,421	185,454 77	185,491	185,491	185,205	185,829	0%
Total	1,380,236	1,922,080.38	2,208,167	1,919,326	1,743,068	2,318,804	-21%
Beginning Fund Balance	4,041,439	4,912,894.81	5,804,469	5,804,469	6,125,575	6,586,307	6%
Revenue over (under) Exp	871,456	891,574.61	2,082,100	497,364	228,925	573,832	-89%
Ending Fund Balance	$ 4,912,895	5,804,469.42	7,886,570	6,301,833	6,354,500	7,160,139	-19%

Internal Service Funds Summary

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed	2018 Planned	% Change 2016 to 2017 Budgets
Beginning Fund Balances	**$ 380,926**	**$ 459,137**	**$ 918,989**	**$ 918,989**	**$ 1,029,128**	**$ 1,850,734**	**12%**
Revenues							
Charges for Services	4,924,054	7,413,686	9,218,796	9,394,325	9,856,970	10,230,694	7%
Miscellaneous	66,022	147,402	3,700	74,808	23,900	43,900	546%
Transfers In	-	-	-	-	-	-	
Total Revenues	**4,990,076**	**7,561,088**	**9,222,496**	**9,469,133**	**9,880,870**	**10,274,594**	**7%**
Expenditures							
Salary and Benefits	1,833,085	1,814,835	2,076,224	2,121,310	2,223,222	2,292,462	7%
Supplies	321,515	373,945	440,600	380,093	423,050	429,050	-4%
Purchased Services	1,642,184	1,793,245	2,578,543	2,600,755	2,873,592	2,919,853	11%
Utilties/Insurance	-	1,779,592	1,900,000	2,085,500	2,200,000	2,310,000	16%
Capital Outlay	1,115,081	1,324,619	2,165,800	2,171,337	1,339,400	1,275,000	-38%
Transfers Out	-	15,000	-	-	-	-	
Total Expenditures	**4,911,864**	**7,101,236**	**9,161,167**	**9,358,995**	**9,059,264**	**9,226,365**	**-1%**
Ending Fund Balances	**$ 459,137**	**$ 918,989**	**$ 980,318**	**$ 1,029,128**	**$ 1,850,734**	**$ 2,898,963**	**89%**
Revenue by Fund							
Fleet Services	$ 1,654,901	$ 1,584,765	$ 2,012,400	$ 2,107,960	$ 2,344,700	$ 2,417,600	17%
Technology Management	2,597,209	2,793,579	3,635,996	3,819,144	3,857,120	4,077,194	6%
Facility Services	737,965	918,639	862,700	1,153,600	894,600	930,900	4%
Medical Benefits	-	2,264,105	2,711,400	2,388,429	2,784,450	2,848,900	3%
Total Revenues	**4,990,076**	**7,561,088**	**9,222,496**	**9,469,133**	**9,880,870**	**10,274,594**	**7%**
Expenditures by Fund							
Fleet Services	1,679,203	2,006,185	2,237,613	2,315,629	1,703,361	1,718,615	-24%
Technology Management	2,481,313	2,503,687	4,004,404	3,893,006	4,103,983	4,106,890	2%
Facility Services	751,349	793,022	874,950	920,299	891,920	926,060	2%
Medical Benefits	-	1,798,343	2,044,200	2,230,061	2,360,000	2,474,800	15%
Total Expenditures	**$ 4,911,864**	**$ 7,101,236**	**$ 9,161,167**	**$ 9,358,995**	**$ 9,059,264**	**$ 9,226,365**	**-1%**

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Fleet Services Fund							
Revenue							
Charges for Services							
Internal User Charges	1,371,486	1,326,141 42	1,780,900	1,812,400	2,049,400	2,110,800	15%
Lone Tree Fleet Services	86,769	66,301.32	121,900	75,000	121,900	121,900	0%
Total Charges for Services	1,458,255	1,392,442.74	1,902,800	1,887.400	2,171,300	2,232,700	14%
Miscellaneous							
Interest Earnings	155	209 67	300	-	100	6,400	-67%
Other Revenue	62,000	90,806.90	-	60,960	-	-	
Contributed Capital Assets	-	-	-	-	-	-	
Transfers In							
Transfer from Stormwater	-	-	-	-	-	-	
Transfer from Faculties	-	-	-	-	-	-	
Total Revenue	1,520,411	1,483,459.31	1,903,100	1,948,360	2,171,400	2,239,100	14%
Expenditures							
Salary and Benefits	366,125	358,798	388,380	436,688	411,122	423,432	6%
Supplies	6,649	7,540.51	8,500	10,358	9,900	9,900	16%
Purchased Services	445,980	506,915.08	480,733	503,046	507,339	510,283	6%
Capital Outlay	860,449	1,132,930 83	1,360,000	1,365,537	775,000	775,000	-43%
Total	1,679,203	2,006,184.84	2,237,613	2,315,629	1,703,361	1,718,615	-24%
Beginning Fund Balance	90,880	66,579.05	(354,841)	(354,841)	(562,510)	78,829	59%
Revenue over (under) Exp	(158,792)	(522,725.53)	(334,513)	(366,678)	468,039	520,485	-240%
Ending Fund Balance	$ (67,912)	(456,146.48)	(689,354)	(721,519)	(94,471)	599,314	-86%
	-	-	-	(591)	-	-	

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Technology Management Fund							
Revenue							
Charges for Services							
Internal User Charges	2,034,253	2,642,075	3,634,496	3,634,496	3,856,520	4,074,394	6%
External User Charges	147,806	147,374	-	175,000	-	-	
Miscellaneous							
Interest Earnings	3,674	4,130	1,500	9,648	600	2,800	-60%
Transfers							
Transfer from General Fund	-	-	-	-	-	-	
Total Revenue	2,185,733	2,793,579.33	3,635,996	3,819,144	3,857,120	4,077,194	6%
Expenditures							
Salary and Benefits	985,595	960,051.94	1,065,354	1,032,489	1,178,250	1,212,540	11%
Supplies	280,005	318,332.69	394,850	324,135	374,400	375,400	-5%
Purchased Services	961,081	1,044,920.90	1,738,400	1,730,582	1,986,933	2,018,950	14%
Capital Outlay	254,632	165,381 06	805,800	805,800	564,400	500,000	-30%
Interfund Transfers	-	15,000.00	-	-	-	-	
Total	2,481,313	2,503,686.59	4,004,404	3,893,006	4,103,983	4,106,890	2%
Beginning Fund Balance	320,582	436,478.13	726,371	726,371	652,509	405,646	-10%
Revenue over (under) Exp	(295,580)	289,892.74	(368,408)	(73,862)	(246,863)	(29,696)	-33%
Ending Fund Balance	$ 25,002	726,370 87	357,963	652,509	405,646	375,950	13%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Facility Services Fund							
Revenue							
Charges for Services							
User Charges - Custodial	272,487	268,454 67	258,500	239,900	265,200	277,500	3%
User Charges - Facilities	465,287	650,000.00	604,200	912,800	626,900	648,600	4%
Total Charges for Services	737,774	918,454.67	862,700	1,152,700	892,100	926,100	3%
Miscellaneous							
Interest Earnings	-	(157.90)	-	700	2,500	4,800	
Total Revenue	737,774	918,296 77	862,700	1,153,400	894,600	930,900	4%
Expenditures							
Salary and Benefits	481,365	495,984.50	622,490	652,133	633,850	656,490	2%
Supplies	34,861	47,328.02	37,250	45,600	38,750	43,750	4%
Purchased Services	235,123	223,402.24	215,210	222,566	219,320	225,820	2%
Capital Outlay	-	26,307 25	-	-	-	-	
Interfund Transfers	-	-	-	-	-	-	
Total	751,349	793,022.01	874,950	920,299	891,920	926,060	2%
Beginning Fund Balance	(30,536)	(43,919.77)	81,697	81,697	314,998	317,678	286%
Revenue over (under) Exp	(13,176)	125,274.76	(12,250)	233,101	2,680	4,840	-122%
Ending Fund Balance	$ (43,712)	81,354.99	69,447	314,798	317,678	322,518	357%

	2014 Actual	2015 Actual	2016 Amended Budget	2016 Projected	2017 Proposed Budget	2018 Planned Budget	% Change Adopted Budgets
Medical Benefits Fund							
Revenue							
Charges for Services							
User Charges - Town Premium	-	1,767,891.89	2,167,600	1,900,000	2,211,000	2,255,200	2%
User Charges - Employee Contributions	-	434,518.95	541,900	476,000	552,750	563,800	2%
User Charges - Council	-	4,678 56	-	4,679	-	-	
User Charges - COBRA	-	4,944.20	-	4,450	-	-	
Total Charges for Services	-	2,212,033.60	2,709,500	2,385,129	2,763,750	2,819,000	2%
Miscellaneous -							
Interest Earnings	-	52,071.04	1,900	3,300	20,700	29,900	989%
Total Revenue	-	2,264,104.64	2,711,400	2,388,429	2,784,450	2,848,900	3%
Expenditures							
Supplies	-	743.98	-	-	-	-	
Purchased Services	-	18,006.95	144,200	144,561	160,000	164,800	11%
Utilities/Insurance	-	1,779,591.64	1,900,000	2,085,500	2,200,000	2,310,000	16%
Capital Outlay	-	-	-	-	-	-	
Total	-	1,798,342.57	2,044,200	2,230,061	2,360,000	2,474,800	15%
Beginning Fund Balance	-	-	465,762	465,762	624,130	1,048,580	34%
Revenue over (under) Exp	-	465,762.07	667,200	158,368	424,450	374,100	-36%
Ending Fund Balance	$ -	465,762.07	1,132,962	624,130	1,048,580	1,422,680	-7%

PARKER
COLORADO

MEMORANDUM

TO: **Mayor and Town Council**

THROUGH: **G. Randolph Young, Town Administrator**
Michelle Kivela, Deputy Town Administrator

FROM: **Donald Warn, Finance Director**

DATE: **October 3, 2016**

SUBJECT: 2017 Draft Capital Budget and Ten-Year Capital Improvement Plan (CIP)

BACKGROUND:

For the 2017 budget year, staff has updated the Ten-Year CIP that includes:

- A summary
- A list of all capital improvements for the current budget year and the subsequent nine years
- Cost estimates, justification and methods of financing
- The estimated annual impact on the operating budget of operating and maintaining the facilities to be constructed

The Town of Parker CIP provides a ten-year horizon for capital improvement planning and provides Town Council the best cost estimates for every project on these ten-year spreadsheets. Council needs to keep in mind that the cost estimates for almost every project is a best-guess estimate and that detailed engineering has generally not been completed.

The items listed for 2017 will become the capital budget. Every project in other future years represents only a plan. You will appropriate funds only for 2017 after you have the opportunity to listen to citizen input, prioritize based on Council goals, debate and change any or all of these items before you give us authority to spend.

Our capital spending under this CIP is controlled through separate funds:

- General Fund
- Public Improvements Fund
- Parks and Recreation Fund
- Recreation Fund
- Stormwater Utility Fund

- Information Technology Fund
- Fleet Fund

The multi-fund structure is required by the need to account for various dedicated revenue streams but is also useful in helping us maintain a broad focus across all of our community's needs. This also insures that our Stormwater operations are managed as an independent business as required by governmental accounting standards for enterprise funds.

This memo highlights funds directed at existing infrastructure and new projects and the reasons why they are included in the CIP. Debt service is not included in the CIP, since it is accounted for in a separate Debt Service Fund and the principal and interest payments are included in the Town's operating budget. New Capital for 2017 is $1,010,000, Replacement and Maintenance of Existing Capital is $13,331,900 and Machinery, Equipment and Software is $2,636,780 for a total proposed 2017 capital budget of $16,978,680.

I. New Capital

Public Works Projects

- Traffic Signal Design at Chambers Road and Cottonwood Drive $275,000

It is currently anticipated that the Cottonwood Highlands developer will construct Cottonwood Drive between Chambers Road and Jordan Road in 2017. This roadway extension will result in the creation of a new intersection at the Chambers Road and Cottonwood Drive which is projected to meet Federal MUTCD (Manual of Uniform Traffic Control Devices) warrants for installation of a traffic signal in 2017. Assuming that the proposed development occurs as currently anticipated in the area, the intersection is anticipated to meet warrants in 2017 for a cost of $275,000.

- Traffic Signal at Vantage Point $50,000

In mid-2016, the Town received payment for the modification to the Cottonwood Drive & Costco traffic signal from the Vantage Point development. As part of the Vantage Point development, a new northern access is being constructed at this existing intersection and traffic signal. The developer requested that the Town complete the traffic signal modifications needed due to this new northern access being constructed and have made payment for this work.

Parks and Recreation Projects

- Salisbury Park North Design $50,000

The CIP request in 2016 for Salisbury Park North design is $50,000. The Town completed a lengthy public process to seek input on the development of 90 acres of Salisbury Park North. The development of Salisbury Park North will provide the community with sports fields, a children's adventure play area, an outdoor performance venue, tennis and pickleball courts, biking and hiking trails, natural spaces and more. Based on the feedback received, the Town will begin preliminary design and engineering work for the development of the park in 2016 and 2017 and completing this effort in 2018. Construction of the first phase of the park will begin in 2019, with phases 2 through 4 occurring in 2021, 2023 and 2025. Total cost for the project is estimated at $35,000,000.

- Harvie Open Space (Planning & Design) $60,000

The CIP request in 2017 for the Harvie Open Space is $60,000. In 2014, Town staff worked with Douglas County staff to explore transferring ownership of the Harvie open space property from the County to the Town. Based on this, Town staff investigated this property and conducted several site visits to determine the feasibility and viability of this opportunity. The site currently includes significant open space areas, several stands of ponderosa pines plus a wide variety of prairie grasses and flowers. There are also several deteriorated out-buildings on the property along with numerous farm implements. Portions of the site offer views of the entire Front Range. Uses allowed per the existing Conservation Easement include soft-surface trails, interpretive signage, gravel parking lot with up to 20 spaces, picnic shelters (max. accommodation of 25 people total), tables, benches, one restroom facility, wood fencing, plus a maximum of two historic structures and one single-family residence for private use only. In addition the location of the property provides an opportunity to have available a significant public open space amenity for residents of this portion of the Town. Based on Council's previous direction staff coordinated this property ownership transfer in 2016 including the subsequent preparation of a Master Plan for the site. The requested funding will allow staff to move forward with this Master Plan in 2016 and potential improvements in 2017.

- Rueter-Hess Reservoir Recreational Opportunities $210,000

Implementation of the Rueter-Hess Reservoir Recreation Master Plan provides an excellent opportunity for the Town, along with other Authority members, to participate in the future planning and development of this unique regional recreation amenity. Monies allocated in 2017 would cover the Town's pro-rata share for preparation of various entitlement approvals and construction documents for Phase I, with construction of Phase I completed in 2018.

- Concrete Trail Connection through Salisbury Sports & Equestrian Park $400,000

The trail will increase connectivity in this portion of the community, while also providing an all-weather trail surface for many of the Town's winter running events. This will decrease preparation time for our Parks Division, versus the current soft-surface trail. The concrete trail will also provide a more useable connection from the McCabe Meadows Trail to Salisbury Sports Park, especially for major special events such as "Let Freedom Sing". Design and engineering will occur in 2016/17 with construction anticipated during the summer of 2017.

II. Re-Investment in Existing Capital

Public Works Projects

The CIP request in 2017 for roadway and concrete projects is $9,400,000 which includes $100,000 for contingency. The roadway and concrete projects consist of the following:

- Jordan Road Widening to Hess Road $3,600,000
- Chambers Road Widening - Mainstreet to Hess Road (Construction) $600,000
- Motsenbocker Widening - Clarke Farms to Todd Drive (Construction) $3,000,000
- Mainstreet North Side – Sidewalk Town & County (Design) $50,000

- Parker Road Sidewalk Project (Design) $50,000
- General Street Improvements (Construction) $1,500,000
- Miscellaneous Sidewalk Gap Closures $100,000
- Safety Enhancements $100,000
- Median/Entryway Lighting & Landscaping $300,000

Roadway and concrete projects are a community enhancement as they will offer alternate routes that will have the effect of reduced congestion on other roadways and improvements in citizen safety.

The Jordan Road Widening to Hess Road (south of Main) estimated cost is $3,600,000. In the prior 15-years, Town Council has approved several development agreements with the planned developments adjacent to Jordan Road south of Mainstreet where they constructed their respective "halves" of Jordan Road. The remaining eastern half of Jordan Road south of the Bradbury Parkway intersection to Hess Road does not have an adjacent development to construct the widening but is needed due to traffic growth. This is the area that abuts but does not have access to the Cherry Creek Highlands subdivision (unincorporated Douglas County). In addition, the planned development of Anthology and Hess Ranch is projected to add additional traffic to Jordan Road. The widening of Jordan Road will be a community enhancement that is driven by the regional development.

The Chambers Road project consists of two phases: Mainstreet to Newlin Gulch Blvd and Newlin Gulch Blvd to Hess Road. Both phases were constructed in 2016. The $600,000, 2017 project will complete the median landscaping on two (2) median islands of recently Hess Road widened roadway from the Motsenbocker Road intersection to the Nate/Leesbury intersection. A portion of the improvements including purchase/installation of the irrigation water taps was completed with the roadway widening project in 2014.

The Motsenbocker Widening (Clarke Farms to Todd Drive) estimated cost is $3,000,000. Town Council approved development agreements with both the Neu Towne subdivision and the Overlook at Cherry Creek subdivision several years ago. The intent of the agreements was that the Town would complete the widening following payment from the proposed development per the agreements. The widening of Motsenbocker Road will be a community enhancement that is driven by the adjacent development.

The Mainstreet North Side Sidewalk (Town & Country Area) estimated design costs are $50,000. Town Council approved the Mainstreet Master Plan (MMP) in 2015. The MMP recommends improvements to north Mainstreet sidewalk between PACE Center Drive and Victorian Drive (east) intersection consisting of wider sidewalks, pedestrian lighting and streetscape improvements. This would be adjacent to the Town & County Townhomes development but also at the Town owned former Parker Water & Sanitation District (PWSD) office (currently the Economic Development Department offices).

The Parker Road Sidewalk Project estimated design cost is $50,000. There is currently no continuous sidewalk on the east side of Parker Road (State Highway 83) between Plaza Drive and the Sulphur Gulch trail (south of Mainstreet). Town Staff applied for and received approval for Federal funding for the construction of a 10-foot wide multiuse sidewalk/trail adjacent on the east side of Parker Road as part of the DRCOG transportation funding process. The Town is proposing

to expend Town funds in 2017 to complete the acquisition of the easements needed for construction (both permanent and temporary). The proposed split with the Federal funds for construction will be at an 80% Federal and 20% local (Town) match.

The General Street Improvements estimated cost is $1,500,000. Town staff is currently evaluating locations for this 2017 expenditure. It was originally anticipated to be used in 2017 for Cottonwood Drive west of Cherry Creek. This work needs to be completed concurrently with the Cottonwood bridge widening project which has been delayed. As of compiling this budget request, it is currently anticipated that this funding will be utilized for reconstructing roadways in the Stroh Ranch area. Several areas in Stroh Ranch are being considered but the leading contender at this time is J. Morgan Boulevard from Parker Road (State Highway 83) to Nate Drive.

The annual sidewalk gap closure program is reviewed on a semi-annual basis with the goal of improving pedestrian connectivity and providing "safe routes" to school. $100,000 is budgeted annually for this program.

The Public Works Department reviews roadway safety concerns/issues semi-annually based on a log of intersections with sight distance concerns, lacking luminaries and the complaints from the Town's citizens and HOA's that are received over time. Several times each year, this listing is re-evaluated and prioritized in order to most effectively utilize the available funding based on engineering judgment to determine projects that will be completed in a given budget year. $100,000 is budgeted annually for this program.

The estimated costs for Median/Entryway Lighting and Landscaping is $300,000. In 2013, Town Council provided direction that the next unfinished median to be landscaped following the work on Lincoln Avenue east of Parker Road (State Highway 83) was to be the Lincoln Avenue median between Keystone Boulevard and Jordan Road. This median is fairly substantial in size and work will continue into 2018. A water source for this location will need to be acquired from the Stonegate Village Metropolitan District (SVMD). Over the past several years, the Town has received complaints from citizens due to the "ugly" nature of this unfinished median as it is an entry point into the Town's incorporated boundary.

- Townwide Sign Program $800,000

The CIP request in 2017 for the Townwide Sign Program is $800,000. The specific signage associated with this request includes a large gateway monument sign to be located on E-470 at the northern gateway to Town to match the new sign on Parker Road. Also contemplated is a series of wayfinding signage providing direction to important public facilities in the Town. The Program also allows the Town to respond to specific public signage needs that may come up throughout the year.

Stormwater Projects

The CIP request in 2017 for stormwater projects is $255,000. The stormwater projects consist of the following:

- Cherry Creek at KOA $65,000
- McCabe Meadows $60,000

- Newlin Gulch $40,000
- Parkglenn Trickle Channel $50,000
- Pine Bluffs F2 Sub-Regional Detention Pond $40,000

The Cherry Creek at KOA project is estimated to cost $630,000, with the Town's portion consisting of $65,000 in 2017 and $250,000 in 2018. This project is located on a reach of Cherry Creek from Salisbury Park downstream to an area adjacent to Flat Acres Farm. The project is anticipated to entail grade control structures within the channel invert along with bank stabilization in areas where erosion is likely to occur. This project is anticipated to be designed in 2016 followed by construction in 2017 if the extension of Dransfeldt Road is imminent. This project may be pushed back depending on the developments of the Dransfeldt Road crossing over Cherry Creek schedule.

The McCabe Meadows project estimated cost is $60,000. The project is located north-west of the intersection of Parker Road and Indian pipe Road adjacent to the McCabe Meadows trail head parking lot. The detention pond serves part of Parker Road as well as the Parker United Methodist Church on the east side of Parker Road. The Church is currently expanding their parking lot and as a result is required to construct needed improvements to the detention pond to accommodate the water quality and increased runoff. The Town has elected to allow the Church to provide the Town cash in lieu of performing the improvements. This will allow the Town to implement additional retrofit improvements to bring the infrastructure up to current industry standards for water quality.

This Newlin Gulch projected is located in Newlin Gulch just east of Chambers Road approximately at Heirloom Parkway (extended). The project is a grade control structure within Newlin Gulch. The Town and Urban Drainage have also finalized a master plan for Newlin Gulch in 2015 and this area was identified as one location for grade control needed in the channel for stabilization. This funding will include design in 2017 and construction in 2018. The estimate for the construction is $400,000 and funding cooperation from Urban Drainage and Flood Control District is 50% of costs

The estimated costs for the Parkglenn Trickle Channel is $50,000. During routine maintenance efforts by the Town's Stormwater operations staff, the concrete Parkglenn trickle channel was breaking apart while removing sediment from the invert. Further inspection of the trickle channel resulted in identifying deficiencies in the majority of the trickle channel. Based on the severity of the deteriorated concrete and the amount of concrete in this condition, it is in the best interest of the Town to remove the entire trickle channel and install new concrete.

The Pine Bluffs Water Quality Pond estimated cost is $40,000. The portion of Pine Drive that would benefit from the Pine Bluffs project currently discharges stormwater runoff through pipe and swales directly to Cherry Creek. By providing funding to increase the size of the detention pond and associated infrastructure, the Town would be providing water quality for the stormwater runoff and complying with current Federal and State regulations. By providing funding to increase the size of a detention pond that is required with the development the Town will realize a considerable cost savings as compared to designing and constructing a stand-alone water quality pond.

Parks and Recreation Projects

The CIP request in 2017 for parks and recreation projects is $335,000 including $100,000 for contingency and consists of the following:

- Bar CCC Parking Lot Improvements $75,000
- General Trails Development (Construction) $100,000
- Auburn Hills North/South Trail Connection $60,000

The CIP request in 2017 for the Bar CCC Parking Lot Improvements is $75,000. These funds will be used to update the existing design documents including design and engineering for future lighting of the fields and parking lot. The proposed improvements will allow increased use of the park for various special events, community activities, sports programming, etc., especially during the winter months. Staff is proposing that the prior construction plans be updated in 2017 with construction of the parking lot improvements in 2018.

The CIP request in 2017 for General Trails Development is $100,000. The Trail Network Development fund was initiated several years ago to address small scale trail projects that are not budgeted as "stand alone" projects and which arise during the year as a result of citizen input or Council requests.

The CIP request in 2017 for Auburn Hills North/South Trail Connection design is $60,000 for design and engineering. Total cost for the project is $410,000 with construction anticipated in 2018. This trail will increase connectivity in this portion of the community, while also providing an all-weather trail surface verses the current dirt path. It will also complete the connection to the East/West Regional Trail. This new trail, which will be approximately 1,700 feet in length, will complete the connection between the East/West Regional Trail and Mainstreet. The trail will run north/south between the Bradbury Hills and Regency communities, and consists of a 10' wide concrete surface. The alignment will follow the old Newlin Gulch Road right-of-way.

Facilities Projects

The CIP request in 2016 for facilities projects is $2,541,900 which consists of the following:

- Historic Schoolhouse Restoration – Phase III $1,150,000
- Schoolhouse Annex – Reconfigure Current Office Space $160,000
- Schoolhouse – Shared Walkway, South Ent., North Sidewalk/Amenity Zone $291,250
- Schoolhouse Annex - Update Bathrooms $38,000
- Upgrade Lighting in Schoolhouse Annex Room 300 $14,900
- Upgrade Exterior Lighting on Schoolhouse Annex $5,200
- Public Art $50,000
- Updates to Motsenbocker Facility $25,000
- Motsenbocker Mezzanine Storage $30,800
- Motsenbocker Facilities Building HVAC Unit $35,000
- Motsenbocker Office Building: Roof-Top Units (aka RTUs) $45,000
- Motsenbocker Facilities Building Roof Replacement $100,000
- Motsenbocker Office Building: Roof (flat) $35,000

- Upgrade the Police Interview Room Camera and Recording Systems $170,000
- Upgrade of Police Security Video Components $25,000
- Upgrade of Police Audio Visual Equipment $50,000
- Renovation of Mezzanine Level at the Parker Fieldhouse $160,000
- Fieldhouse Gym Floor Refinishing $32,000
- Replacement of the Gym Wall Pads at the Parker Fieldhouse $7,500
- General Government Carpet Replacement Program $30,000
- Town Hall- DDC Control upgrade to Niagara N4 $10,000
- Town Hall-Variable Frequency Drives for Roof Top Units (RTUs) $22,000
- Town Hall-Office Door Hardware Upgrades $55,000

The CIP request in 2017 for the Historic Schoolhouse Restoration – Phase III is $1,150,000. Phase III is the final phase of the restoration. It includes restoration of the 1st floor windows, doors and flooring, replacement of the roof and cupola, repointing the exterior brick, and repainting the fascia.

The CIP request in 2017 for the Schoolhouse Annex Reconfiguration of Current Office Space is $160,000. As part of the restoration of the historic Schoolhouse, an elevator will be installed to make the building fully accessible. The ground-floor entrance to the elevator will be located in the Schoolhouse annex, in the area that currently serves as administrative offices for the complex. There is currently no space in the annex for a box office or a concession, so this is also an opportunity to reconfigure the existing office space to accommodate not only the new elevator, but also a box office and a concession area with storage.

The CIP request in 2017 for the Schoolhouse Shared Walkway is $291,500. This work is largely driven by Planning Department requirements related to the construction of the new distillery abutting the Schoolhouse property. It will be necessary to build a shared cement walkway between the new distillery and the Schoolhouse to enable patrons and the public to access the Schoolhouse, the distillery, and Mainstreet from the public parking lot on the south side of the Schoolhouse. It will also be necessary to repair and improve the south entrance to the non-historic Schoolhouse annex – not only is the existing cement cracked and crumbling, this entrance needs to integrate with the new shared walkway, creating an inviting and safe public zone. Lastly, the distillery developers are required to build a new sidewalk and amenity zone on the north side of their building, adjacent to Mainstreet. The Town therefore needs to widen the sidewalk and amenity zone on the north side of the Schoolhouse to align with the distillery's new streetscape.

The CIP request in 2017 for the Schoolhouse Annex Bathroom Update is $38,000. The bathrooms have not been completely updated since the building was purchased by the Town in 1995. The toilets were replaced in 2015, but the vanities, mirrors, fans, and urinal need to be replaced and the stalls and walls need to be repainted. These are the only bathrooms for the historic Schoolhouse, Ruth Chapel and the non-historic annex.

The CIP request in 2017 for the upgraded Lighting in Schoolhouse Annex Room 300 is $14,900. The lighting in rooms 300/301 of the non-historic annex was installed by an artist when he used it as his studio. It is comprised of metal work lights and extension cords that are clipped and duct-taped to a metal bar that is suspended from the vaulted ceiling. It is unsafe, unattractive, and provides insufficient illumination for the space.

The CIP request in 2017 for the upgraded Exterior Lighting on Schoolhouse Annex is $5,200. The exterior lighting at the entrances to the non-historic annex is antiquated and unsafe, providing insufficient illumination for building patrons.

The CIP request in 2017 for Public Art is $50,000. Council has directed that $50,000 be set aside annually for the acquisition and installation of public art throughout the Town.

The CIP request in 2017 for the updates to the Motsenbocker Facility is $25,000. The wash bay currently does not have a containment system. A wash bay curtain will allow equipment and trucks to be washed without getting debris in the rest of the shop or on other pieces of equipment. A mechanized gate on the northeast side of the yard will allow vehicles and equipment to enter and exit on the far side of the yard near Salisbury Park. The pole barns currently store Parks' irrigation materials, ball field maintenance tools and products, fertilizer, signs, and special event equipment. The pole barn doors frequently get stuck and require two people to open. Improving the mechanical system and adding door openers would eliminate the problems associated with malfunctioning doors.

The CIP request in 2017 for the Motsenbocker Mezzanine Storage is $30,800. The dasher boards for the ice ribbon will be installed seasonally and then removed and stored during the off-season. The system includes glass panels as well as actual dasher boards. While the tempered glass is very durable at its surface, it's fragile around the vertical edges, which means proper storage for the panels is critical, outdoor storage is not an option. There is no storage on-site for the dasher boards; they will need to be stored inside at the Motsenbocker facility. A 24'x48' mezzanine will be added to the Public Works storage building and will provide adequate storage space for the dasher boards.

The CIP request in 2017 for the Motsenbocker Facilities Building HVAC Unit is $35,000. The existing HVAC unit was added when the (1970 constructed) horse barn was "re-purposed" into a shop with offices. Ductwork and control elements will need replacement to improve the heating and cooling components into much more efficient and cost-effective system.

The CIP request in 2017 for the Motsenbocker Office Building: Roof-Top Units (aka RTUs) is $45,000. This RTU replacement is the first replacement of the five (5) units placed into service when the building was constructed in 1996. All of the remaining units will eventually be replaced, based on annual repair and service requirements.

The CIP request in 2017 for the Motsenbocker Facilities Building Roof Replacement is $100,000. This building was constructed in approximately 1970 and the roof has been partially re-roofed in the past, and many temporary patches have occurred to stop numerous persistent leaks. Following the re-assignment of this old building to Facilities after Parks took over the newly renovated (former Streets) east shop, updates and minor renovations have occurred. The roof replacement is long overdue and will aid in protecting the investment in interior improvements.

The CIP request in 2017 for the Motsenbocker Office Building: Roof is $35,000. When the building was constructed in 1996 the roof was built as a "Twenty-year Roof" so it has reached its design life. Staff has needed to patch leaks during each of the past several years. With the recent interior remodel now complete it is important to protect that investment with a new and reliable roof.

The CIP request in 2017 for the upgrade to the Interview Room Camera and Recording Systems is $170,000. The police station will be over 6 years old in 2017 and there is a need to upgrade the video recording systems in the building. This project is anticipated to involve video and audio recording systems in all of the department's interview rooms. Digital recording systems have changed quite a lot since the police building was constructed 6 years ago. Newer systems provide higher quality recordings and are easier for the end user to operate. The current system will need to go through upgrades in the near future requiring further investment.

The CIP request in 2017 for the upgrade of Security Video Components is $25,000. The police station will be over 6 years old in 2017 and there is a need to upgrade some of the security video components. The current security recording systems were installed at the time of construction and some components will need to be upgraded due to age. These items include monitor replacements, camera replacements (not all), fiber optic repairs, and other components in the system that will need refreshed.

The CIP request in 2017 for the upgrade of Audio Visual Equipment is $50,000. The police station will be over six years old in 2017 and there is a need to upgrade some of the audio visual equipment in the building. This project is anticipated to involve projector replacements, installation of HDMI connectors to floor boxes, updating connectors to monitors to accommodate new technology and reprogramming of Crestron units. Technology has changed quite a lot in the past six years making some of the audio visual equipment in the Police Department incompatible with new devices. This incompatibility shows up often regarding the use of HDMI connections.

The CIP request in 2017 for the Renovation of the Mezzanine Level at the Parker Fieldhouse is $160,000. The Fieldhouse playground area renovation would remove the underutilized and misused playground structure and replace it with a needed space that would accommodate new offices for expanding staff, additional programs, rentals and used to increase revenue and provide greater services for the community. The project that has begun in 2016 with design work and phase 1 of construction will be completed using funds already budgeted in 2016 followed by phase 2 of construction in 2017 utilizing requested funds of $160,000 (for the remaining construction and FFE items).

The CIP request in 2017 for the Fieldhouse Gym Floor Refinishing is $32,000. The purpose of this refinishing request is to adhere to quality maintenance standards of the gymnasium floor, which is a crucial component to the Parker Fieldhouse. It is recommended that this process is completed every 10 years to restore the gymnasium surface. Years of refinishing the floor with poly leads to yellowing of the gym floor. This full procedure will help restore the natural color of the wood and allow restriping for pickleball lines.

The CIP request in 2017 for the Replacement of the Gym Wall Pads at the Parker Fieldhouse is $7,500. The existing gym wall pads are original to the facility. 10 years of heavy usage has deteriorated the wall pads to the point that they require replacement. Reupholstering of the existing pads is over $10,000. Replacement is the most cost effective way to address the condition of the current pads.

The CIP request in 2017 for the Carpet Replacement Program is $30,000. The carpeting program has been successful in replacing worn-out and damaged carpet in common areas of Town Hall.

These funds allow us to continue the program and include offices and conference rooms that have temporary patches which create a trip hazards.

The CIP request in 2017 for the Town Hall DDC Control upgrade to Niagara N4 is $10,000. Upgrades to the DDC controls of HVAC equipment are due to the software changes requirements to JAVA Plugin support, which is being discontinued by Oracle. Java allows us to view and interface with the Building Automation Systems. Without support for the Plugin, this Plugin becomes a favorite pathway for hackers. Parker IT department supports this upgrade as necessary to prevent network security breaches.

The CIP request in 2017 for the Town Hall-Variable Frequency Drives for Roof Top Units (RTUs) is $22,000. Installing Variable Frequency Drives, and new supply and return motors will bring the equipment in line with today's HVAC technology. Upgrades will offer greater energy savings, extended equipment life, reduced maintenance costs and faster response to building HVAC automation process commands.

The CIP request in 2017 for the Town Hall-Office Door Hardware Upgrades is $55,000. In 2015 Parker HR/Risk Management Department and Parker Police Department performed a security audit inspection of all Town owned Facilities. At the Town Hall location it was identified that thirty-six (36) of the existing offices will need to be upgraded to a new safer lockset to provide a level of security in the event of an active shooter scenario. This upgrade will include converting all offices, all exterior and interior doors to a standard lockset and Best Core, and also the creation of a new keyed Matrix to accommodate all new offices within each department.

III. Machinery, Equipment and Software

The CIP request in 2017 for machinery, equipment and software is $2,623,880 and consists of the following:

General Fund Expenditures:

Police Department

- Additional Tyler/Brazos E-Citation Licenses and Hardware $11,000
- Razor ATV Type Vehicle and Trailer $40,000
- Time Division Multiple Access (TDMA) $120,000

The CIP request in 2017 for the additional licenses and hardware is $11,000. They are needed to install E-Citation functionality into vehicles that were not originally slated to receive this equipment. Due to higher than anticipated utilization of this system, it has been determined that additional equipment needs to be installed in the two school marshal vehicles and the three sergeant vehicles.

The CIP request in 2017 for a Razor ATV type vehicle is $40,000. The ATV will be fully outfitted with limited emergency equipment to be utilized for special events (i.e. Parker Days, Let Freedom Sing etc.) Additionally, the vehicle will be used for off road searches of suspects/subjects where traditional police vehicles cannot gain access.

Our current portable and mobile radios operate in both 700 and 800 MHz frequency ranges, but

are not Time Division Multiple Access (TDMA) compatible. The Federal Communications Commission has mandated that the 700 MHz frequency range be converted to TDMA technology by 2017. The department is requesting to put into place a multi-year replacement plan. This request for $120,000 is the final phase of that plan.

Public Works Equipment

- Cushman 1200 Gas Hauler 1200 $15,000
- Scorpion Crash Trailer Attenuator $25,000
- Ford F-350 Class Crew Cab Pickup with SnowEx Insert and Plow $45,000
- Hustler Super Z (Zero Turn) Mower $15,000
- Ford F-450 Class 4 Door Pickup with SnowEx Insert and Plow $60,000
- Tandem Dump Truck with Snow Plow and V-box Spreader $250,000
- Vehicle Radios $250,000

The CIP request in 2017 for the Cushman 1200 Gas Hauler 1200 is $15,000. Street pavement condition inspection and defect inventory is a slow but vital aspect of street maintenance. The Cushman 1200 Gas Hauler is a small utility vehicle that will allow inspectors to easily and closely inspect street and concrete conditions for inventory and work program needs. It will also be very useful in assisting with the various mandatory community duty festivals conducted in Parker throughout the year.

The CIP request in 2017 for the Scorpion Crash Trailer Attenuator is $25,000. Street sweepers work in an often challenging and uncomfortable environment, operating a working vehicle at 3-5 mph in active traffic situations. It has been the policy of current Streets management to require a trailing warning vehicle, preferably with crash attenuation, when sweepers operate on a roadway posted above 40 mph. Purchase of this trailer will enable a single sweeper to operate safely and allow other Town staff to attend to other duties, rather than operating the trailing vehicle, thereby improving service and efficiency.

The CIP request in 2017 for the Ford F-350 Class Crew Cab Pickup with SnowEx Insert and Plow is $45,000. Under current Town policy, pickup plows are deployed when 10" or more of snow has accumulated on Town roadways. Three storms during the 2015-2016 winter season severely tested the Town's ability to implement the residential plowing policy. Enhancing the Town's ability by adding a Ford F-350 Class Crew Cab Pickup with SnowEx Insert and Plow to enter residential areas will benefit many residents and will prepare the Town for anticipated changes (for more services) should the policy be revisited.

The CIP request in 2017 for the Hustler Super Z (Zero Turn) Mower is $15,000. Right-of-way mowing is provided during summer months by the Streets Department. The requested mower will improve the cut quality and therefore the appearance of Town roadways, and is more efficient than conventional tractor pulled mowing decks, which are in short supply due to equipment breakdowns and demands from other mowing departments.

The CIP request in 2017 for the Ford F-450 Class 4 Door Pickup with SnowEx Insert and Plow is $60,000. Under current Town policy, pickup plows are deployed when 10" or more of snow has accumulated on Town roadways. Three storms during the 2015-2016 winter season severely tested the Town's ability to implement the residential plowing policy. Enhancing the Town's ability by adding a Ford F-450 Class Crew Cab Pickup with SnowEx Insert and Plow to enter residential

areas will benefit many residents and will prepare the Town for anticipated changes (for more services) should the policy be revisited. Additionally, preventative maintenance on Town roadways helps to extend pavement life and is more cost effective than heavier, more extensive roadway resurfacing activities.

The CIP request in 2017 for the Tandem Dump Truck with Snow Plow and V-box Spreader is $250,000. The Town currently has 11 main line heavy plows available for snow duty. The ages of this equipment range from 1 to 13 years, and reliability varies accordingly. Due to the extreme conditions of the snow work environment, units frequently have to be sidelined for repairs during major events, which results in a reduction of plow coverage at a time when services are most needed. During the winter of 2015/2016, seldom were more than 8 heavy plows available for service production. With the addition of this unit, the loss of plow / spreader service production can be reduced and Town staff can continue to fight at full strength throughout the duration of most storms. Additional plow / spreader units may be needed in future years, as the Town grows with additional roadways associated with new development activities.

The CIP request in 2017 for the Vehicle Radios is $250,000. The two-way communications radios in our snow plow trucks and pickups are very outdated and can no longer be supported technically or repaired. These radios have been moved from vehicle-to-vehicle over the years as trucks in the fleet have been replaced. Ensuring that our radios are working well and can be technically supported is imperative to snow removal operations and emergency response. In addition, current CDL requirements prohibit the use of cell phones in commercial vehicles except for "one-press" operations like radios.

Parks, Open Space & Forestry

- Kubota/John Deere Tractor $60,000
- Mezzanine Addition to the Parks Storage Building at the Motsenbocker Facility $30,800
- Approximately 1,000 ft of Temporary Event Fencing $13,000
- Enclosed Event Trailer $14,000

The CIP request in 2017 for the Kubota/John Deere Tractor $60,000. Currently the Parks, Recreation and Open Space Department does not have a tractor of adequate size to utilize some key existing implements. The Public Works Department currently has the only tractor suitable for large open space mowing operations with Park's big mower, and capable of fully utilizing our seeder in varied terrain. This Public Works tractor was relied upon heavily in the past, when it was not being used by Streets. It was originally purchased when both Parks and Forestry & Open Space were within Public Works as shared use equipment. Over the last 3-5 years it has become increasingly unavailable for Parks use due to the Public Works change in approach to roadside maintenance and their move to the new facility.

The CIP request in 2017 for the Mezzanine Addition to the Parks Storage Building at the Motsenbocker Facility is $30,800. The dasher boards for the ice ribbon will be installed seasonally and then removed and stored during the off-season. The system includes glass panels as well as actual dasher boards. While the tempered glass is very durable at its surface, it is fragile around the vertical edges, which means proper storage for the panels is critical; outdoor storage is not an option. A 24'x48' mezzanine in the Motsenbocker building would provide adequate storage space for the dasher boards as well as for additional seasonal items at the park plaza, including seasonal bistro tables, seasonal benches, and rubber ice skate matting.

The CIP request in 2017 for approximately 1,000 feet of Temporary Event Fencing is $13,000. The new park plaza downtown will host several ticketed events and/or events with a liquor license. New events are also planned at the Schoolhouse. All of these will require temporary fencing. The Town also currently rents fencing or uses t-posts and snow fence, which is unattractive and time consuming to install at several other events, including Let Freedom Sing, Barker Days, the Mayor's Tree Lighting, the kids Try-a-thlon, and the Carriage Parade. Owning our own fencing also allows us to get custom made fencing that will match the style of downtown. This fencing meets the standards required for a liquor license and can also be used for athletic activities and other events.

The CIP request in 2017 for the Enclosed Event Trailer is $14,000. Larger events typically require 2-3 trucks and trailers, shutting down daily Parks operations to accommodate events. A dedicated event trailer would allow Parks to continue operations and haul most of the event materials in a single trailer. A covered trailer would keep the materials secure and protected from the elements.

Parks and Recreation Fund Expenditures:

Recreation Center Expenditures

- TKO Dumbbells, Plates, Racks and Weight Trees at the Recreation Center $35,100
- Four (4) Precor Adaptive Motion Trainers (AMT) $26,400
- Cybex Bravo Pro Functional Trainer $8,000
- Cybex Smith Press, Cybex Big Iron Power Rack, Two (2) Cybex Big Iron Half Rack $21,580

State-of-the-art equipment is a primary factor in membership retention. Users continually search for the newest products that will help them enhance their current routine and look for machines that will offer them a beneficial workout in a shorter amount of time.

The CIP request in 2017 for the TKO Dumbbells, Plates, Racks and Weight Trees at the Recreation Center is $35,100. The current dumbbells and plates are approaching the end of their life cycle. Within the last year Recreation replaced several dumbbells and plates due to the urethane coating cracking and ripping and exposing the steal weight causing safety issues for patrons.

Replacement of the original AMTs that were purchased in 2012 will cost $26,400. Replacement of the AMTs is necessary due to the excessive wear-and-tear expected from a frequently used machine.

The CIP request in 2017 for the Cybex Bravo Pro Functional Trainer is $8,000. Currently there is one functional trainer at Recreation Center that gets continued use throughout the day. It is a very popular piece among patrons and personal trainers. Recent upgrades made to the new proposed Bravo line make the functional trainer even more diverse and allow the user to use the machine for a large variety of exercises. The new piece also allows the user greater range of motion compared current to free-standing machines.

The CIP request in 2017 for the Cybex Smith Press, Cybex Big Iron Power Rack, Two (2) Cybex Big Iron Half Rack is $21,580. The addition of the building expansion updated and modernized the facility but neglected some of the weight equipment. It is important to update and add certain equipment in order to give customers the optimal experience of a newly renovated facility. A few items that are in need of replacement are the Smith Machine and squat racks. These machines are currently 9 years old and have to be serviced on a regular basis due to frequent break downs. The weight bars on the Smith machine are constantly breaking down and all of the racks show significant signs of wear as they are approaching their lifespan.

H2O'Brien Expenditures

- ADA Aquatic lift for H2O'Brien $10,000

The CIP request in 2017 for the ADA Aquatic lift for H2O'Brien is $10,000. At least two accessible means of entry shall be provided for swimming pools. By adding a new updated fixed position lift, it will fulfill the ADA requirement and it will enable easy access to the outdoor pool.

Fieldhouse Expenditures

- TKO Dumbbells, Plates, Racks and Weight Trees at the Recreation Center $15,000

The current dumbbells and plates are approaching the end of their life cycle. Within the last year we have replaced several of our dumbbells and plates due to the urethane coating cracking and ripping and exposing the steal weight causing safety issues for patrons.

Cultural Fund Expenditures:

- Audio & Lighting Equipment and Scissor Lift for New Band Shell $225,000

The new park and plaza on Mainstreet includes a band shell for community arts presentations. The Cultural Department currently presents 4 Concerts in the Park at O'Brien Park during the month of August. With the opening of the new park, the Cultural Department will discontinue the O'Brien concerts and instead present weekly summer concerts in the new park. The Cultural Department will develop additional performing arts events for the band shell that will also use this equipment, such as a Shakespeare in the Park festival and other theater presentations.

Fleet Fund Expenditures:

- Fleet Replacements $775,000

The Town implemented a fleet replacement policy to help ensure that the Town's constantly aging fleet is properly and efficiently maintained so that users have the tools that they need to effectively and safely perform those services. The replacement schedule of specific units based on statistical criteria is $775,000 for 2017.

Information Technology Fund Expenditures:

Software and Computer Equipment

- Town Hall and Police Department Network Infrastructure Replacement and Upgrade $308,500
- Data Aggregation System $82,900
- Email System Replacement $108,000
- Mobile Device Management Solution $65,000

The CIP request in 2017 for the Town Hall and Police Department Network Infrastructure Replacement and Upgrade is $308,500. Most edge ports at the Police Department and Town Hall are currently at 100Mbps speeds. This has been industry standard, up until recently. Due to lower costs for network equipment and the continued brisk increase in bandwidth usage, most organizations are moving to 1Gbps at the edge across the board. To accomplish this reliably, several changes to infrastructure are necessary including new fiber optic cabling between the wiring closets and the main data room at Town Hall, and upgrading all backbone network speeds to at least 10Gb.

The CIP request in 2017 for the Data Aggregation System is $82,900. As part of the PCI-DSS compliance remediation steps outlined in the most recent third-party PCI-DSS audit, the Town needs to be using a data aggregation system to pull together and store security and operational logs from the many disparate technology systems the IT Department is asked to maintain.

The CIP request in 2017 for the Email System Replacement is $108,000. The IT Department is forecasting that the Town's current Microsoft Exchange email system will reach its maximum capacity sometime in 2017. We have examined two options to increase our email capacity. One would be to increase the speed and storage of our current on premise email system. The second would be to migrate the Town's mailboxes to a cloud-based email system. Recommendation is to move to cloud-based email.

The CIP request in 2017 for the Mobile Device Management Solution is $65,000. In the 2015 Information Security Assessment it was determined that a formal Mobile Device Management (MDM) system should be in place as a best practice. This would apply to any mobile device accessing any Town data including Town email. Currently there are no formal Mobile Device Management (MDM) programs in place for the Town. A mobile device "user agreement" is in place currently, which does not fully provide proper security, but does state that the IT department could install a MDM client on any mobile device accessing Town data

TOWN OF PARKER
CAPITAL IMPROVEMENT PLAN SUMMARY
2017 BUDGET

Description	Public Works Infrastructure	Parks and Recreation	Stormwater Utilities	Facilities	Other Capital	Total
New Capital	325,000	685,000				1,010,000
Replacement/Maintenance of Existing Capital	10,200,000	335,000	255,000	2,541,900		13,331,900
Machinery, Equipment and Software	667,500	233,880	-		1,735,400	2,636,780
Total Expenditures	$ 11,192,500	$ 1,253,880	$ 255,000	$ 2,541,900	$ 1,735,400	$ 16,978,680

- **Budget Submission to Council on: October 3, 2016**
- **Public Hearings on: November 7, 2016 and December 5, 2016**
- **Budget Approval on: December 5, 2016**

REQUESTED DIRECTION: This is for informational purposes only.

ATTACHMENT: Ten Year Capital Improvement Plan

TOWN OF PARKER 10/3/2016

CAPITAL PROJECTS - PARKS & RECREATION FUND
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
P&R Revenue Available for Capital	2,277,741	1,642,142	2,225,636	2,872,713	1,817,787	2,770,466	1,530,386	2,825,856	3,252,226	3,708,996	8,000,000	8,000,000	8,000,000	8,000,000	47,906,717
Intergovernmental - Open Space Funds (a)	-	2,900,000	1,000,000	1,000,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	5,500,000
Contributions	301,865	24,390	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers In form Other Funds	-	10,965,000	600,000	600,000	475,000	450,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	4,125,000
Debt Issuance	7,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	**9,579,606**	**15,531,532**	**3,825,636**	**4,472,713**	**2,842,787**	**3,770,466**	**2,480,386**	**3,775,856**	**4,202,226**	**4,658,996**	**8,950,000**	**8,950,000**	**8,950,000**	**8,950,000**	**57,530,717**
Parker Recreation Center Expansion	7,439,931	7,867,592	128,227	128,227	-	-	-	-	-	-	-	-	-	-	-
Norton Farms Trail Improvements	-	-	14,131	14,131	-	-	-	-	-	-	-	-	-	-	-
East/West Regional Trail	49,428	582,982	1,181,350	1,181,350	-	-	-	-	-	-	-	-	-	-	-
Salisbury Park North Master Plan	95,117	8,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Bradbury Hills Trail Gaps	16,650	20,689	322,661	322,661	-	-	-	-	-	-	-	-	-	-	-
Rueter-Hess Reservoir Recreational Opportunities	-	25,000	10,000	10,000	210,000	50,000	500,000	2,000,000	-	-	-	-	-	-	2,760,000
Harvie Open Space Planning and Development	-	-	30,000	30,000	60,000	-	-	-	-	-	-	-	-	-	60,000
Ongoing Trails Development	-	29,329	50,000	50,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Sulphur Gulch Trail/Pikes Peak Crossing	-	-	250,000	250,000	-	-	-	-	-	-	-	-	-	-	-
Site Signage	-	-	15,030	15,030	-	-	-	-	-	-	-	-	-	-	-
Dog Park / Disc Golf MP & Entitlements	8,235	39,840	-	-	-	-	-	-	-	-	-	-	-	-	-
Dog Park / Disc Golf Construction	-	-	1,425,000	1,425,000	-	-	-	-	-	-	-	-	-	-	-
The Plaza on Main Construction	-	356,113	8,643,887	8,643,887	-	-	-	-	-	-	-	-	-	-	-
The Plaza on Main FFE, IT & Art	-	-	300,000	300,000	-	-	-	-	-	-	-	-	-	-	-
O'Brien Park/Mainstreet Ped Fence	-	-	330,000	330,000	-	-	-	-	-	-	-	-	-	-	-
Stroh Ranch Parking Lot Improvements	-	11,593	564,321	564,321	-	-	-		-	-	-	-	-	-	-
Salisbury Park North Construction	-	-	100,000	100,000	50,000	150,000	8,000,000	-	9,000,000	-	9,000,000	-	9,000,000	9,000,000	44,200,000
Parker Road Landscape Edge Improvements	-	-	150,000	150,000	-	-	-	-	-	-	-	-	-	-	-
Bradbury/PSCO. Trail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DC Library / Town Park MP & Entitlements	105,585	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adaptive Playground at Salisbury Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Concrete Trail - Salisbury Sports & Equine Park	-	-	35,000	35,000	365,000	-	-	-	-	-	-	-	-	-	365,000
O'Brien Park North Updated MP	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	50,000
O'Brien Park North Construction	-	-	-	-	-	-	-	5,100,000	-	-	-	-	-	-	5,100,000
E470 Regional Trail Undercrossing of Jordan Rd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Completion of Bradbury Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rowley Downs Trail Extension	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mid-block Olde Town East/West Trail Connection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expansion/Renovation of H2O'Brien Pool	-	-	-	-	-	-	-	-	7,000,000	-	-	-	-	-	7,000,000
Bar CCC Sports Lights/Paved Parking/Playground	-	-	-	-	75,000	975,000	-	-	-	-	-	-	-	-	1,050,000
Auburn Hills North/South Trail Connection	-	-	-	-	60,000	350,000	-	-	-	-	-	-	-	-	410,000
Expansion of Fieldhouse on adjacent 5 acre site	-	-	-	-	-	-	-	-	8,000,000	-	-	-	-	-	8,000,000
Competitive Pool Facility (Reata West)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Second Recreation Center (Reata West)	-	-	-	-	-	-	-	-	-	25,000,000	-	-	-	-	25,000,000
Completion of Reata West Recreational Site	-	-	-	-	-	-	-	-	-	-	10,000,000	-	-	-	10,000,000
Kinney Creek Trail Undercrossing of Parker Road	-	-	-	-	-	-	-		-	-	-	-	-	-	-
Parker Road Trail Crossing at E470					-	-	-	250,000	-	-	-	-	-	-	250,000
Machinery & Equipment	19,903	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Total Expenditures	**7,734,849**	**8,941,138**	**13,649,607**	**13,649,607**	**1,020,000**	**1,775,000**	**8,700,000**	**7,550,000**	**24,200,000**	**25,200,000**	**19,200,000**	**200,000**	**9,200,000**	**9,200,000**	**104,245,000**
(Use)/Accumulation of Surplus Funds	**1,844,757**	**6,590,394**	**(9,823,971)**	**(9,176,894)**	**1,822,787**	**1,995,466**	**(6,219,614)**	**(3,774,144)**	**(19,997,774)**	**(20,541,004)**	**(10,250,000)**	**8,750,000**	**(250,000)**	**(250,000)**	
Ending Available Resources	**7,012,238**	**13,602,632**	**3,778,661**	**4,425,738**	**5,601,448**	**7,596,914**	**1,377,300**	**(2,396,844)**	**(22,394,618)**	**(42,935,622)**	**(53,185,622)**	**(34,185,622)**	**(33,435,622)**	**(34,435,622)**	

TOWN OF PARKER
CAPITAL PROJECTS - PUBLIC IMPROVEMENT FUND
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

10/3/2016

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
REVENUES:															
Use Tax	3,097,710	2,328,037	2,066,500	2,066,500	1,930,800	1,979,100	2,029,000	2,080,200	2,133,000	2,187,600	2,245,268	2,304,456	2,364,400	2,425,900	21,679,724
Excise Tax - Electric (25% Share of Total)	362,232	358,622	370,367	370,367	392,800	411,167	430,300	452,667	476,200	500,967	524,000	548,100	573,300	599,700	4,909,201
Road Sales Tax Shareback	2,218,219	2,413,380	2,494,900	2,494,900	2,635,400	2,740,800	2,868,300	3,017,500	3,174,400	3,393,000	3,496,850	3,601,756	3,709,808	3,821,102	32,460,916
Road Use Tax Shareback	353,022	352,832	248,000	248,000	275,000	275,000	243,500	249,600	256,000	262,500	269,400	276,500	283,700	291,100	2,682,300
Parker Homestead Metro District (Chambers Road) (Per Annexation Agreement)	393,230	1,215,573	839,300	191,197											-
Parker Homestead Metro District (Chambers Road/Homestead Signal)															-
Cottonwood Highlands (Powerline Undergrounding Fee Per Permit $400k)			-	25,000	375,000										375,000
Anthology Development (Hess Road Widening - '12) (Current Court Case)					500,000	500,000	500,000	500,000	500,000	500,000	500,000	2,500,000			6,000,000
Compark Annexation (Original & 2013) Single Family Grasslands	124,250														-
Clarke Farms Commercial (20-Mile & Pony Express Traffic Signal)						120,000									120,000
Cottonwood Development Funds (Parkerhouse Signal - Tentative)						150,000									150,000
Auburn Hills Development Funds (Tentative)							100,000								100,000
Jordan Crossing Escrow Funds								70,000							70,000
Anthology Development Funds (Tentative)								100,000							100,000
Village on the Green Escrow, Reata West & Woody Creek (Tentative) - Traffic Signal Only						140,000									140,000
Douglas County Escrow Funds - Lincoln Creek Development								264,000							264,000
Cottonwood Drive - Condos Contribution					380,000										380,000
Stroh Road Contributions - PWSD & Village on the Green		353,079				215,000									215,000
Hess Road Bridge - Parker Water & Sanitation District IGA	202,943	135,707													-
Hess Road Bridge - Robinson Ranch Metro District IGA (Escrowed)															-
Park Glenn Improvement District Fund - Parker/Parkglenn Traffic Signal															-
Motsenbocker Widening - Clarke Farms to Todd Drive (New Towne) (a)	75,000		850,000		850,000	850,000									1,700,000
Motsenbocker Widening - Clarke Farms to Todd Drive (Overlook at Cherry Creek) (a)		924,597													-
Douglas County Contribution - Todd Drive (b)	600,000														-
Douglas County Contribution - Chambers Widening (South of Mainstreet)			1,750,000	1,750,000											-
Parker Rd & Woodman Turn Lane	300,000	142,078													-
Vantage Point				941,250											-
Compark Village				92,500											-
Douglas County School District				200,000											-
Douglas County School District				49,917											-
Villages of Parker F30 Creekside HOA				1,421											-
Pine Bluff Ped Signal	30,000														-
Hilltop Rd & Legend HS Access	148,110		48,917												-
Cottonwood King Soopers	250,000														-
Misc Contributions	224,420	162,092													-
Debt Issuance	13,204,976														-
Transfer from General Fund (c)	315,000	191,370	1,500,000	1,500,000	1,500,000	1,750,000	1,750,000	2,000,000	2,000,000	2,250,000	2,250,000	2,500,000	2,500,000	2,500,000	21,000,000
Transfer from Parks and Recreation Fund			100,000	100,000											-
Transfer from Parkglenn Capital Fund						203,173									203,173
Douglas County Contribution - PW Facility	1,039,630														-
Douglas County Library - EastMain Site Development	-	39,548													-
Misc Grants	11,766					800,000									800,000
Interest & Earnings	47,057	54,063	69,300	69,300	35,000	30,000	35,000	50,000							150,000
FASTER (CDOT)	282,848	294,442	291,100	291,100	306,100	315,200	324,700	334,400	344,500	354,800	364,202	373,854	383,761	393,930	3,495,447
TOTAL REVENUES	**23,280,413**	**8,965,422**	**10,428,384**	**10,391,152**	**9,180,180**	**10,479,140**	**8,280,800**	**9,118,167**	**8,884,100**	**9,450,867**	**9,649,720**	**12,184,645**	**9,814,969**	**10,031,733**	**96,994,761**

TOWN OF PARKER
CAPITAL PROJECTS - PUBLIC IMPROVEMENT FUND
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

10/3/2016

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
EXPENDITURES:															
Debt Issuance Costs	131,001	-	-	-	-										
Facility CIP:															
Publics Works Facility	9,611,594	5,265,726	566,741	566,741	-										
Photovoltaics (solar panels) PW Facility	-	-	400,000	400,000	-										-
The Plaza on Main - Site Development	189,900	1,919,215	2,199,170	2,199,170	-										-
Roadway CIP:															
Street Improvements	-	-	1,500,000	1,500,000	1,500,000	1,750,000	1,750,000	2,000,000	2,000,000	2,250,000	2,250,000	2,500,000	2,500,000	2,500,000	21,000,000
Bayou Gulch - Crowfoot to Southern Town Limit (Phase 2)	-	-	-	-	-								-	-	-
Chambers Widening - Mainstreet to Hess (Phase 2)	286,624	178,909	10,528,000	10,528,000	600,000										600,000
Chambers Widening - Hess to Stroh	-	-	-	-	-				329,000	3,901,000					4,230,000
Chambers Widening - Stroh to Crowfoot (Phase 2)	-	-	-	-	-							366,000	4,352,000	4,352,000	9,070,000
Cottonwood Widening - Jordan to Cherry Creek	-	-	968,000	968,000	-	6,570,000									6,570,000
Crowfoot Valley Widening - Stroh to Southern Town Limit	-	-	-	-	-								-	-	-
Crown Crest Roundabout Modification	-	-	-	-	-								-	-	-
Dransfeldt Extension - 20-Mile to Motsenbocker Road	-	-	-	-	-								20,000,000	20,000,000	40,000,000
Dransfeldt Widening - Lincoln to Mainstreet	-	-	-	-	-		789,000	2,560,000							3,349,000
Dransfeldt, Motsenbocker,Todd Roadway Alignment	-	-	200,000	200,000	-										-
Hess Road Widening / Bridge(Cherry Creek) - Nate to Mots.	3,970,501	153,275	10,000	10,000	-										-
Hess Widening - Great Plain to Western Town Limit	-	-	-	-	-			1,103,000							1,103,000
Hess Widening - Motsenbocker to Great Plains	2,256	-	-	-	-										-
Jordan Road Widening to Hess Road (south of Main)	-	-	385,000	385,000	3,600,000										3,600,000
Jordan/Lincoln Intersection Improvements	-	-	-	-	-				120,000	3,169,000					3,289,000
Kieffer Crossing Improvements (Approach)	-	-	-	-	-									500,000	500,000
Lincoln Widening - Keystone to Parker Road	-	-	-	-	-			695,000	7,162,000						7,857,000
Mainstreet Master Plan Implementation	-	-	-	-	-										-
Mainstreet North Side Sidewalk (T&C Area)	-	-	-	-	50,000										50,000
Mainstreet West Streetscapre Improvements	-	-	-	-	-									500,000	500,000
Motsenbocker Widening - Clarke Farms to Todd Drive	148,628	-	100,000	100,000	3,000,000										3,000,000
Motsenbocker Widening - Todd Drive to Stroh Ranch	-	-	-	-	-			586,000	4,422,000						5,008,000
Parker Road and Woodman Turn Lane	-	442,078	-	-	-										-
Parker Road Corridor Implementation	-	-	-	-	-										-
Parker Road Sidewalk Project	-	-	100,000	100,000	50,000	1,000,000									1,050,000
Parker Road/Lincoln Deceleration Lane	-	-	-	-	-										-
Parkglenn Way - South of Longs (to Brownstone extension)	-	-	-	-	-			300,000							300,000
Pikes Peak Ave Ext (Town hall East)	-	-	-	-	-									1,000,000	1,000,000
Pikes Peak Court Extension	1,159,875	3,200	-	-	-										-
Pikes Peak Drive (Mainstreet/Sulphur Gulch) Design	-	-	150,000	150,000	-										-
Pilgrims Place	-	-	50,000	50,000	-										-
Pine Lane Widening - Jordan to Wintergreen	-	-	-	-	-							150,000	1,350,000	1,350,000	2,850,000
Power Line Undergrounding	958,944	686,506	349,150	349,150	-										-
Stroh Rd. Widening - J. Morgan to Motsenbocker	-	-	-	-	-			551,000	5,741,000						6,292,000
Summerset Lane Extension	-	12,981	1,817,019	1,567,019	-										-
Todd Drive (Jordan to Motsenbocker)	429,184	1,425,399	10,000	10,000	-										-
Old Town Parking Structure	-	-	-	-	-			6,250,000							6,250,000
Misc. Sidewalk Gap Closures	43,681	201,149	200,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Roadway Safety Enhancements	24,757	198,511	238,917	190,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Median/Entryway Lighting & Landscaping	517,538	-	583,661	583,661	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,000,000
Townwide Sign Program	142,374	34,485	1,016,000	200,000	800,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	100,000	1,300,000

TOWN OF PARKER
CAPITAL PROJECTS - PUBLIC IMPROVEMENT FUND
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

10/3/2016

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
															Continued
Traffic Signal CIP (Standalone & Not In Roadway CIP Listing Above):															
School Zone Safety Flasher	-	13,090	-	-	-										-
Pine Drive/Summerset	-	-	-	-	-										-
Hilltop and Legend HS Access	148,317	-	-	-	-										-
Pine Drive/Dewberry	20,472	55,057	-	-	-										-
Parker Road/Parkglenn Way	-	8,332	-	-	-										-
Chambers Road/Compark Boulevard	-	265,086	9,000	9,000	-										-
Cottonwood Drive/Cottonwood Way	-	261,567	12,000	12,000	-										-
Redundant Fiber Project	-	(50)	185,000	185,000	-										-
Chambers Road/Cottonwood Dr	-	-	10,000	10,000	275,000										275,000
Crowncrest/Hospital Signal	-	-	275,000	275,000	-										-
Vantage Point Signal Modification	-	-	-	-	50,000										50,000
Chambers Road/Grasslands Drive	-	-	-	-	-	275,000									275,000
Dransfeldt Road/Parkglenn Way	-	-	-	-	-								288,000	288,000	576,000
Hess Road/Great Plain Way	-	-	-	-	-		256,000								256,000
Jordan Road/Cedar Gulch Parkway	-	-	-	-	-		256,000								256,000
Jordan Road/Parkerhouse Road	-	-	-	-	-	275,000									275,000
Jordan Road/Todd Drive	-	-	-	-	-			264,000							264,000
Lincoln Avenue/Village Creek Pkwy (Lincoln Creek)	-	-	-	-	-			264,000							264,000
Motsenbocker Road/French Creek Avenue	-	-	-	-	-					279,000					279,000
Parker Road/Longs Way	-	-	-	-	-			284,000							284,000
Parker Road/Rancho Caballo	-	-	-	-	-				339,000						339,000
Stroh Road/J. Morgan Boulevard	-	-	-	-	-	250,000									250,000
Twenty Mile Road/Pony Express Drive	-	-	-	-	-	248,000									248,000
Equipment	-	375,725	-	-	-										-
Contingency	7,432	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Economic Incentives	31,961	-	-	193,650	-										-
TOTAL EXPENDITURES	**17,825,039**	**11,500,240**	**21,962,658**	**20,941,391**	**10,525,000**	**11,018,000**	**3,701,000**	**15,567,000**	**20,767,000**	**10,249,000**	**2,900,000**	**3,666,000**	**29,140,000**	**31,190,000**	**138,659,000**
(Use)/Accumulation of Surplus Funds	**5,455,374**	**(2,534,818)**	**(11,334,274)**	**(10,349,959)**	**(1,344,500)**	**(538,560)**	**4,579,800**	**(6,388,633)**	**(11,878,900)**	**(798,133)**	**6,749,720**	**8,438,665**	**(19,325,031)**	**(21,158,267)**	
ENDING FUND BALANCE	**17,165,472**	**14,630,654**	**3,296,380**	**4,880,715**	**2,735,815**	**2,197,255**	**6,777,055**	**388,422**	**(11,490,478)**	**(12,288,611)**	**(4,740,758)**	**(3,849,946)**	**(24,065,789)**	**(25,008,213)**	

TOWN OF PARKER
CAPITAL PROJECTS - STORMWATER UTILITY
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

10/3/2016

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
REVENUES:															
Stormwater Utility Fund (5% growth starting in 2015)	600,000	630,000	661,500	694,575	694,575	729,304	765,769	804,057	844,260	886,473	930,797	977,337	1,026,204	1,077,514	8,736,290
Escrow from Parker Homestead SIA	22,000	143,037	-	-	-	-	-	-	-	-	-	-	-	-	-
Urban Drainage Contribution			200,000	200,000											-
TOTAL REVENUES	**622,000**	**773,037**	**861,500**	**894,575**	**694,575**	**729,304**	**765,769**	**804,057**	**844,260**	**886,473**	**930,797**	**977,337**	**1,026,204**	**1,077,514**	**8,736,290**
EXPENDITURES:															
Miscellaneous Drainage Capital Improvements	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	900,000
Cherry Creek at Cottonwood Phase 1 (a)	-	-	-	-	-				60,000	650,000					710,000
Cherry Creek at Cottonwood Phase 2 (a)	-	-	-	-	-						50,000	500,000			550,000
Cherry Creek at KOA (a)	-	-	65,000	-	65,000	250,000									315,000
Cherry Creek at Lincoln (a)	-	-	-	-	-			70,000	350,000						420,000
Cherry Creek at Mainstreet (a)	-	-	-	-	-	50,000	250,000								300,000
Cherry Creek at Norton Open Space (a)	200,000	75,000	-	-	-										-
Crown Point Regional Detention Pond	-	200,000	-	-	-										-
Hilltop Road Water Quality Improvements	-	-	50,000	50,000	-										-
Lemon Gulch (a)	-	-	-	-	-		50,000	250,000							300,000
Schoolhouse Parking Lot	-	-	10,000	10,000	-										-
McCabe Meadows	-	-	-	-	60,000										60,000
Newlin Gulch (a)	-	-	-	-	40,000	200,000									240,000
Newlin Gulch Crossing at East-West Trail (a)	-	-	400,000	400,000	-										-
Newlin Gulch Crossing at Parker Homestead (c)	-	160,340	12,485	12,485	-										-
Oak Gulch (a)	-	-			-	100,000									100,000
Oak Gulch Improvements (a)	-	-	50,000	50,000	-										-
Parker Square Drainage Improvements	-	-	100,000	100,000	-										-
Parkglenn Trickle Channel	-	-	-	-	50,000										50,000
Pine Bluffs F2 Sub-Regional Detention Pond	-	-	-	-	40,000										40,000
Pine Gulch Regional Detention Pond (a)(b)	-	-	-	-	-										-
Potestio Brothers Drainage Improvements (a)	-	75,610	-	-	-										-
Robinson Ranch Drainage Improvements	-	-	50,000	50,000	-										-
Sara Gulch (a)	-	-	-	-	-							35,000	250,000		285,000
Sierra Middle School at Pine Lane Elem Drainage	-	-	-	-	-										-
Sulpher Gulch at Canterberry Parkway (a)	-	125,000	-	-	-										-
Sulpher Gulch at Canterberry Trail (a)	-	-	-	-	-			50,000	400,000						450,000
Tallman Gulch at Hidden River (a)	-	-	-	-	-					35,000	150,000				185,000
Tallman Gulch at Wanderlust (a)	-	-	-	-	-	35,000	317,000								352,000
Tallman Tributary (a)	-	-	-	-	-					50,000	250,000				300,000
Mower	-	-	15,000	15,000	-										-
Pipe Inspection Camera	-	-	-	-	-										-
Plate Compactor Attachment	-	4,900	-	-	-										-
Overseeder Attachment	-	-	-	-	-										-
Rototiller Attachment	6,124	-	-	-	-										-
Dump Trailer	9,399	-	-	-	-										-
F550 Pickup with Dump Bed	-	-	-	-	-	50,000									50,000
Single Axle Dump Truck	-	-	-	-	-					110,000					110,000
TOTAL EXPENDITURES	**215,523**	**640,850**	**752,485**	**687,485**	**255,000**	**785,000**	**717,000**	**470,000**	**910,000**	**945,000**	**550,000**	**635,000**	**350,000**	**100,000**	**5,717,000**
(Use)/Accumulation of Surplus Funds	**406,477**	**132,187**	**109,015**	**207,090**	**439,575**	**(55,696)**	**48,769**	**334,057**	**(65,740)**	**(58,527)**	**380,797**	**342,337**	**676,204**	**977,514**	
ENDING FUND BALANCE	**672,816**	**805,003**	**914,018**	**1,121,108**	**1,553,591**	**1,297,897**	**1,346,666**	**1,680,723**	**1,614,983**	**1,556,457**	**1,995,780**	**1,957,320**	**2,232,660**	**2,973,294**	

TOWN OF PARKER
CAPITAL PROJECTS - FACILITES
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

10/3/2016

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
REVENUES:															
Charges for Services:															
General Fund	348,172	420,678	269,000	174,000	632,800	115,000	145,000	770,000	6,600,000	600,000	-	-	145,000	900,000	9,907,800
Parks and Rec Fund	126,610	-	216,000	216,000	199,500	-	-	85,000	-	-	85,000	-	-	-	369,500
Cultural Fund	-	35,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
Transfer in School House	(202,600)	109,975	668,486	547,846	1,459,600	1,037,000	25,000	-	-	-	-	-	-	-	2,521,600
Grant Funding (a)	310,000	200,000	200,000	245,640	200,000										200,000
															-
TOTAL REVENUES	**582,182**	**765,653**	**1,403,486**	**1,233,486**	**2,541,900**	**1,202,000**	**220,000**	**905,000**	**6,650,000**	**650,000**	**135,000**	**50,000**	**195,000**	**950,000**	**13,498,900**
EXPENDITURES:															
General Gov't. Carpet Program	17,600	30,000	30,000	30,000	30,000	30,000									60,000
Reconfiguration/Updates to Motsenbocker Facility	303,500	351,296	45,000	45,000	25,000										25,000
Motsenbocker Mezzanine Storage	-	-	-	-	30,800										30,800
Motsenbocker Office Bldg. roof (Flat)	-	-	-	-	35,000										35,000
Motsenbocker Office Bldg. RTU's	-	-	20,000	-	45,000	30,000									75,000
Motsenbocker Facilities Bldg. Roof	-	-	-	-	100,000										100,000
Motsenbocker Facilities HVAC unit	-	-	-	-	35,000		25,000								60,000
Public Works/Parks Fiber Connection - Mots	-	-	60,000	60,000	-										-
Town Hall Bldg. Controls	27,072	-	-	-	10,000										10,000
Town Hall Variable Frequency Drives	-	-	-	-	22,000										22,000
Town Hall Door Hardware	-	-	-	-	55,000										55,000
Town Hall Boilers	-	-	-	-	-		55,000								55,000
Town Hall Roof	-	-	-	-	-					600,000					600,000
Town Hall Chiller Plant	-	-	-	-	-								145,000		145,000
Town Hall VAV Zone Valves	-	-	39,000	39,000	-										-
Town Hall RTU's	-	-	-	-	-	55,000	65,000	70,000							190,000
Town Hall Expansion	-	-	-	-	-			400,000	6,600,000						7,000,000
Townwide Storage Facility	-	-	-	-	-									900,000	900,000
Police Departmental Expansion	-	-	-	-	-										-
Police Interview Recording System	-	-	-	-	170,000			75,000							245,000
Police Station AV Upgrade	-	-	-	-	50,000			75,000							125,000
Police Station Security Component Upgrade	-	-	-	-	25,000			75,000							100,000
PD Cooling Tower for A/C Units	-	-	75,000	-	-			75,000							75,000
Concrete removal and enhancement of Old Town Hall patio	-	11,486	-	-	-										-
Concrete trail improvements for Stroh Soccer Park	-	27,896	-	-	-										-
School House Non-historic Annex Office Reconfiguration	-	-	-	-	160,000										160,000
School House Non-historic Annex Shared Walkway	-	-	-	-	291,500										291,500
School House Non-historic Annex Bathroom Upgrade	-	-	-	-	38,000										38,000
School House Rm 300 Lighting	-	-	-	-	14,900										14,900
School House Exterior Lighting	-	-	-	-	5,200										5,200
School House Baseboards	-	-	-	-	-	12,000									12,000
School House Non-historic Annex RTU	-	-	-	-	-	25,000	25,000								50,000
North Plaza on Mainstreet (Schoolhouse & Chapel)	-	-	-	-	-	500,000									500,000

															Continued
	-	-	-	-											
School House (Old School House) Heating unit -boiler (a)	-	-	150,000	150,000	-										-
School House Dry Valve (Fire Sprinkler)	-	10,000	-	-	-										-
School House Electrical Upgrade	100,000	86,000	109,941	109,941	-										-
School House Fire Alarm Panel	-	-	-	-	-										-
School House Fire Sprinkler Head Replacement	-	-	-	-	-										-
School House Foundation	-	-	75,000	-	-										-
School House Gym Demolition	-	-	180,000	180,000	-										-
School House Old School House Rehab (a)	-	213,975	318,045	318,045	1,150,000										1,150,000
School House Parking Lot Replacement and Lighting	-	-	-	-	-	500,000									500,000
School House Sewer Line replacement Analysis	7,400	-	-	-	-										-
Ruth Chapel Front Steps	-	-	10,500	10,500	-										-
Ruth Chapel Seal Foundation Walls	-	-	25,000	25,000	-										-
Townwide Public Art	-	35,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
Fieldhouse Electrical Surge Protection	-	-	13,000	13,000	-										-
Fieldhouse Bldg. Controls	29,610	-	-	-	-										-
Fieldhouse Reroof	-	-	-	-	-										-
O'Brien Pool Bldg. Doors	-	-	8,000	8,000	-										-
Replace existing portions of flooring in Recreation Center	-	-	45,000	45,000	-										-
Renovating the public equip storage Group Fitness Studio	-	-	15,000	15,000	-										-
Carpet Replacement at Rec Center	-	-	35,000	35,000	-										-
Fieldhouse Playground Area Renovation					160,000										160,000
Refinish Gym Floor at Fieldhouse	-	-	-	-	32,000										32,000
Replace Gym Wall Pads at Fieldhouse	-	-	-	-	7,500										7,500
Replastering of H20'Brien Pool	-	-	100,000	100,000	-										-
Rec. Center Roof	-	-	-	-	-										-
Rec. Center RTU's	45,000	-	-	-	-			50,000			50,000				100,000
Rec. Center Group Cycle Room Floor	20,000	-	-	-	-										-
Rec. Center Gym Curtain	32,000	-	-	-	-										-
Salisbury Concession/RR's HVAC Unit	-	-	-	-	-			35,000							35,000
Salisbury Equestrian HVAC	-	-	-	-	-						35,000				35,000
															-
															-
TOTAL EXPENDITURES	**562,182**	**765,653**	**1,483,486**	**1,253,486**	**2,541,900**	**1,202,000**	**220,000**	**905,000**	**6,650,000**	**650,000**	**135,000**	**50,000**	**155,000**	**950,000**	**13,498,900**
(Use)/Accumulation of Surplus Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ENDING FUND BALANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

(a) Projects are partially funded by State Historical Society grant and are coordinated with and included in the Cultural CIP

TOWN OF PARKER
CAPITAL OUTLAY - MACHINERY, EQUIPMENT AND SOFTWARE
TEN YEAR CAPITAL IMPROVEMENT PLAN
2017-2026

10/3/2016

DESCRIPTION	ACTUAL 2014	ACTUAL 2015	AMENDED 2016 BUDGET	PROJECTED 2016	PROPOSED 2017 BUDGET	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL 2017 TO 2026
REVENUES:															
General Fund	803,816	727,094	3,248,900	3,248,900	956,300	825,000	940,000	1,640,000	265,000	45,000	-	-	850,000	850,000	6,371,300
LEAF Fund	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cultural Fund	-	-	-	-	225,000	-	-	-	-	-	-	-	-	-	225,000
Recreation Fund	23,210	110,483	195,637	195,637	116,080	-	-	-	-	-	-	-	-	-	116,080
Information Technology Fund	45,350	201,500	516,800	516,800	564,400	-	-	-	-	-	-	-	-	-	564,400
Fleet Fund	860,017	1,091,164	1,360,000	1,360,000	775,000	775,000	-	-	-	-	-	-	-	-	1,550,000
Facilities Fund	-	26,307	-	-	-	-	-	-	-	-	-	-	-	-	-
															-
															-
TOTAL REVENUES	**1,772,393**	**2,156,547**	**5,321,337**	**5,321,337**	**2,636,780**	**1,600,000**	**940,000**	**1,640,000**	**265,000**	**45,000**	**-**	**-**	**850,000**	**850,000**	**8,826,780**
EXPENDITURES:															
One (1) Sergeant patrol vehicle															-
Administrative Vehicle (2)		55,044													-
Animal Service Vehicle		50,520													-
K-9			11,000	11,000											-
Five (5) Portable Radios			37,500	37,500											-
Wearable Camera System (5 units)		45,766													-
Police Mobile Command Center							900,000								900,000
Two (2) Additional Police Vehicles	54,006	38,967													-
Razor ATV Type Vehicle and Trailer					40,000										40,000
Three (3) Additional Police Vehicles			192,900	192,900											-
Tyler/Brazos E-Citation Licenses and Hardware					11,000										11,000
PD RMS			2,000,000	2,000,000											-
Time Division Multiple Access (TDMA) - 2nd Phase	120,000	120,000	120,000	120,000	120,000										120,000
Dispatch Radio System Replacement	550,000														-
Roadway Widener Skid Steer Loader Attachment	29,000														-
Single Drum Vibratory Roller	6,750														-
Concrete Breaker Backhoe Attachment	21,448														-
Asphalt Paver w/Roller													350,000	350,000	700,000
Backhoe		113,780													-
Random Crack Router			15,000	15,000											-
Drag A Box - Military			22,000	22,000											-
Pickup Spreaders			40,000	40,000			40,000								40,000
Mastic Machine			60,000	60,000											-
Skid Mount Portable Mixer			100,000	100,000											-
Four (4) Trucks with Spreaders/Plows						750,000		810,000							1,560,000
Tandem Dump Truck w/Snowplow			250,000	250,000	257,500			280,000							537,500
Front End Loader (4 CY)															-
Gradall								400,000							400,000

												Continued
Pickup Trucks w/Snowplow					105,000			45,000				150,000
Portland Cement Storage Silo						30,000						30,000
Crash Attenuation Trailer					25,000							25,000
Cushman 1200 Gas Hauler 1200					15,000							15,000
Zero Turn Mower					15,000							15,000
Regenerative Air Street Sweeper		261,945					265,000					265,000
Vehicle Radios					250,000							250,000
Travel Time Feedback System										500,000	500,000	1,000,000
Bucket Truck							150,000					150,000
Pickup Truck w/Snowplow						45,000						45,000
Traffic Signal System Replacement			220,000	220,000								-
Toro Versa-Vac Turf Sweeper	22,612											-
John Deere 1585			36,500	36,500								-
Parks Vehicles - Two (2) Pickups			144,000	144,000								-
Kubota/John Deere Tractor					60,000							60,000
Mezzanine Storage Unit					30,800							30,800
Approximately 1,000 ft of Temporary Event Fencing					13,000							13,000
Enclosed Event Trailer					14,000							14,000
ADA Accessibility Compliance- Parks/Trails		2,931										-
Batting cage for Bar CCC Parks		5,842										-
Walk-behind Ryan Mataway Overseeder		3,463										-
Playground equipment updates for O'Brien		12,427										-
10x10 Commercial Grade Pop-up Tents		8,411										-
Ryan Renovaire 72 tow aerator with ¾" coring tines		5,999										-
Two (2) License Plate Recognition (LPR) units	40,000											-
Audio & Lighting Equipment and Scissor Lift for New Band Shell					225,000							225,000
Two (2) Precor Adaptive Motion Train	12,210											-
Octane LateralX Elliptical Trainer	11,000											-
Precor 835 Treadmills (12)		70,920										-
Stairmaster Stepmill (3)		13,085										-
Electronic Gymnasium Basketball Hoop system (6)		-	45,000	45,000								-
Parks & Recreation Management Software		26,478	20,000	20,000								-
Betco Stealth ASC20BT Auto-Scrubber			5,800	5,800								-
Three (3) Balanced Body Pilates Reformers with Tower			15,155	15,155								-
Three (3) Cybex ARC Trainers			17,000	17,000								-
Three (3) Precor Elliptical trainers			16,000	16,000								-
Four (4) Precor AMT's					26,400							26,400
TKO Weight Plates, Trees, DB, Racks					35,100							35,100
Cybex Power Rack					5,000							5,000
Two (2) Cybex Half Racks					11,580							11,580
Cybex Smith Machine					5,000							5,000
Cybex Bravo Functional Trainer					8,000							8,000
Security Cameras			29,682	29,682								-
Refurbish the SCS play structure at H20'Brien pool			33,000	33,000								-
ADA Lift					10,000							10,000
Cybex DB and Racks					15,000							15,000
Two (2) Adaptive Motion Trainers for Parker Fieldhouse			14,000	14,000								-
Vehicle Alignment Machine			60,000	60,000								-
Fleet Replacements	860,017	1,091,164	1,300,000	1,300,000	775,000	775,000						1,550,000
Software Upgrade for Bridgeware Antennas	11,550											-
Point-to-Point and Port-to-Multiport RF Antenna Links	33,800											-
Pikes Peak A/V Replacement		19,500										-
SAN Switches		30,000										-
Firewall Project		32,000	40,000	40,000								-
PD SANS		120,000										-

															Continued
PD Internal Affairs interview room video server			15,000	15,000											-
Field House Security Camera System Upgrade			38,000	38,000											-
Town Hall VMware host cluster build-out			78,500	78,500											-
VMware virtual host primary cluster replacement			97,000	97,000											-
Network Equipment for Redesign			193,350	193,350											-
Redesign Fiber Network			19,950	19,950											-
Multi-factor Authentication			17,000	17,000											-
SAN Maintenance			18,000	18,000											-
Switch Replacement					308,500										308,500
Email Replacement Project					108,000										108,000
Data Aggregation Software					82,900										82,900
Mobile Device Management Solution					65,000										65,000
Facilities 1-Ton Service Van		26,307													-
															-
TOTAL EXPENDITURES	**1,772,393**	**2,156,547**	**5,321,337**	**5,321,337**	**2,636,780**	**1,600,000**	**940,000**	**1,640,000**	**265,000**	**45,000**	**-**	**-**	**850,000**	**850,000**	**8,826,780**
(Use)/Accumulation of Surplus Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ENDING FUND BALANCE	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 10
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 9.259 – Second Reading – A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive)**

☐	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING	(10/17/2016)
☐	CONTRACT	☒	ORDINANCE FOR 2ND READING	(11/07/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

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

PRIOR ACTION:
Town Council approved an Intent to Acquire Ordinance on February 16, 2016, for needed easements for the project.

FUNDING/BUDGET IMPACT:
As with any new sidewalk construction, long-term maintenance should be anticipated. Given typical use and proper initial construction, the sidewalk should last for 30 years. Snow removal is not typically the Town's responsibility unless the Town is the adjacent property owner. While this sidewalk will be predominately on CDOT property, CDOT does not own or maintain sidewalk and the Town will be responsible for any damage and/or replacement.

BACKGROUND:
The Town of Parker is proposing the construction of a sidewalk on the east side of Parker Road (State Highway 83) from the Sulphur Gulch Trail to the Plaza Drive intersection in 2018. This sidewalk would be a 10-foot wide multi-use path that would utilize a portion of the existing sidewalk through the west side of the O'Brien Park site. Through the Denver Regional Council of Governments (DRCOG), the Town was approved to receive partial federal funding for the construction of this sidewalk. Federal funding for this project is distributed through CDOT and is considered a local agency project. An IGA with CDOT is required to receive these funds. The proposed IGA is for direct construction funding only and is an 80/20 split with 80% of the

construction funding being federally reimbursed up to a maximum of $504,000. The Town will be required to fund the remaining 20% of the direct construction cost. The federal funds cannot be used for non-direct construction expenses like design, easement acquisition, material testing or construction administration and the Town will be responsible for these costs. The federal funding can only be used for the direct construction cost that will be determined through a contract with the lowest responsible bidder. The federal funding comes with considerable "strings" such as increased documentation that must be submitted, CDOT oversight and federally established Davis-Bacon wages.

The Town is currently in the process of acquiring the permanent and temporary easements needed to construct this sidewalk. While the majority of the sidewalk improvements will be located in CDOT right-of-way, some easements are required. Town Council approved the Intent to Acquire Ordinance for these needed easements on February 16, 2016. This acquisition process is underway and will continue into 2017. The federal funding for this project will become available as part of the 2018 federal fiscal year which commences on October 1, 2017. Assuming that all of the needed easements can be obtained and this funding IGA is approved, the plan is to competitively bid the sidewalk project in late-2017 and construct in the spring of 2018.

Approximately 5-years ago, the Town constructed a partially federally funded sidewalk on the west side of Parker Road from Mainstreet to Lincoln Avenue. This prior project was a 50/50 federally funded construction project. This project was successfully completed with a similar CDOT IGA. An ordinance is required to approve this Intergovernmental Agreement.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Jim Maloney, Town Attorney

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (2 pages)
3) Intergovernmental Agreement (Exhibit to the Ordinance) Deed (55 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 9.259 on second reading."

Parker Road Sidewalk (East)
Vicinity Map
Parker Rd
Plaza Dr
Fieldhouse
Longs Way
Pine Dr
Proposed Sidewalk
O'Brien
Park
Existing Connection
Mainstreet
Mainstreet
PACE
Twenty Mile Rd
Sulphur
Gulch
Pine Dr
Parker Rd
Hilltop Rd
N
W
E
S
0
750
1,500
Feet

ORDINANCE NO. 9.259, Series of 2016

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive), which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

OLA #: 331001480
Routing # 16-HA1-XC-00061

Project: Parker Road Sidewalk Connection
AQC M039-004 (21058)
Region. 1 (JH)

(FMLAWRK) Rev. 7/8/09

STATE OF COLORADO
Department of Transportation
Agreement
with
TOWN OF PARKER

TABLE OF CONTENTS

1. PARTIES 2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY 2
3. RECITALS 2
4. DEFINITIONS 2
5. TERM AND EARLY TERMINATION 3
6. SCOPE OF WORK 3
7. OPTION LETTER MODIFICATION 6
8. PAYMENTS 7
9. ACCOUNTING 9
10. REPORTING - NOTIFICATION 9
11. LOCAL AGENCY RECORDS 10
12. CONFIDENTIAL INFORMATION-STATE RECORDS 10
13. CONFLICT OF INTEREST 11
14. REPRESENTATIONS AND WARRANTIES 11
15. INSURANCE 12
16. DEFAULT-BREACH 13
17. REMEDIES 13
18. NOTICES and REPRESENTATIVES 15
19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 15
20. GOVERNMENTAL IMMUNITY 15
21. STATEWIDE CONTRACT MANAGEMENT SYSTEM 15
22. FEDERAL REQUIREMENTS 16
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 16
24. DISPUTES 16
25. GENERAL PROVISIONS 16
26. COLORADO SPECIAL PROVISIONS 19
27. SIGNATURE PAGE 21

28. EXHIBIT A – SCOPE OF WORK
29. EXHIBIT B – LOCAL AGENCY RESOLUTION
30. EXHIBIT C – FUNDING PROVISIONS
31. EXHIBIT D – OPTION LETTER
32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST
33. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS
34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE
35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
36. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS
37. EXHIBIT J – FEDERAL REQUIREMENTS
38. EXHIBIT K – SUPPLEMENTAL FEDERAL PROVISIONS

EXHIBIT 1 - SHEET 1 OF 55

1. PARTIES

THIS AGREEMENT is entered into by and between TOWN OF PARKER (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

i. Federal Authority

Pursuant to Title I, Subtitle A, Section 1108 of the "Transportation Equity Act for the 21st Century" of 1998 (TEA-21) and/or the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) of 2005 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 the Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

ii. State Authority

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

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

D. References

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.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Agreement or Contract

"Agreement" or "Contract" means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to Colorado State Fiscal Rules and Policies.

B. Agreement Funds

"Agreement Funds" means funds payable by the State to Local Agency pursuant to this Agreement.

C. Budget

"Budget" means the budget for the Work described in **Exhibit C**.

D. Consultant and Contractor

"Consultant" means a professional engineer or designer hired by Local Agency to design the Work and "Contractor" means the general construction contractor hired by Local Agency to construct the Work.

E Evaluation
"Evaluation" means the process of examining the Local Agency's Work and rating it based on criteria established in §6 and **Exhibits A** and **E**.

F. Exhibits and Other Attachments
The following exhibit(s) are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (Resolution), **Exhibit C** (Funding Provisions), **Exhibit D** (Option Letter), **Exhibit E** (Checklist), **Exhibit F** (Certification for Federal-Aid Funds), **Exhibit G** (Disadvantaged Business Enterprise), **Exhibit H** (Local Agency Procedures), **Exhibit I** (Federal-Aid Contract Provisions), **Exhibit J** (Federal Requirements) and **Exhibit K** (Supplemental Federal Provisions).

G. Goods
"Goods" means tangible material acquired, produced, or delivered by the Local Agency either separately or in conjunction with the Services the Local Agency renders hereunder.

H. Oversight
"Oversight" means the term as it is defined in the Stewardship Agreement between CDOT and the Federal Highway Administration ("FHWA") and as it is defined in the Local Agency Manual.

I. Party or Parties
"Party" means the State or the Local Agency and "Parties" means both the State and the Local Agency

J. Work Budget
Work Budget means the budget described in **Exhibit C**.

K. Services
"Services" means the required services to be performed by the Local Agency pursuant to this Contract.

L. Work
"Work" means the tasks and activities the Local Agency is required to perform to fulfill its obligations under this Contract and **Exhibits A** and **E**, including the performance of the Services and delivery of the Goods.

M. Work Product
"Work Product" means the tangible or intangible results of the Local Agency's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

The Parties' respective performances under this Agreement shall commence on the Effective Date. This Agreement shall terminate after five (5) years of state controllers signature in section 27, unless sooner terminated or completed as demonstrated by final payment and final audit.

6. SCOPE OF WORK

A. Completion
The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services
The Local Agency shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees
All persons employed hereunder by the Local Agency, or any Consultants or Contractors shall be considered the Local Agency's, Consultants', or Contractors' employee(s) for all purposes and shall not be employees of the State for any purpose.

D. State and Local Agency Commitments

i. Design
If the Work includes preliminary design or final design or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the Local Agency shall comply with and be 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 produced by a Colorado Registered Professional Engineer.
f) Provide final assembly of Plans and all other necessary documents.
g) Be responsible for the Plans' accuracy and completeness.
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 shall be incorporated herein.

ii. Local Agency Work

a) Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), 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 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 of 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 the 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, the 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 the 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 the 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 the 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, the 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 the Local Agency Contract Administration Checklist.

a) If the Local Agency is performing the Work, the State may, after providing written notice of the reason for the suspension to the Local Agency, suspend the Work, wholly or in part, due to the failure of the 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) The Local Agency shall be responsible for the following:

(1) Appointing a qualified professional engineer, licensed in the State of Colorado, as the 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.

(2) For the construction of the Work, advertising the call for bids upon approval by the State and awarding the construction contract(s) to the low responsible bidder(s).

(a) All advertising and bid awards, pursuant to this agreement, by the Local Agency 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 the Local Agency and its Contractor shall incorporate Form 1273 (**Exhibit I**) in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 C.F.R. 633.102(e).

(b) The Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. The Local Agency must accept or reject such bid within three (3) working days after they are publicly opened.

(c) As part of accepting bid awards, the Local Agency shall provide additional funds, subject to their availability and appropriation, necessary to complete the Work if no additional federal-aid funds are available.

(3) The requirements of this §6(D)(iii)(c)(2) also apply to any advertising and awards made by the State.

(4) If all or part of the Work is to be accomplished by the Local Agency's personnel (i.e. by force account) rather than by a competitive bidding process, the Local Agency shall perform such work in accordance with pertinent State specifications and requirements of 23 C.F.R. 635, Subpart B, Force Account Construction.

(a) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA in advance of the Work, as provided for in 23 C.F.R. 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.

(b) An alternative to the preceding subsection is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 C.F.R. Part 31.

(c) If the State provides matching funds under this Agreement, rental rates for publicly owned equipment shall be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.

(d) All Work being paid under force account shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

E. State's Commitments

a) 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.

b) 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 major structures designed by, or that are the responsibility of, the Local Agency as identified in the Local Agency Contract Administration Checklist, **Exhibit E**.

F. ROW and Acquisition/Relocation

a) If the Local Agency purchases a right of way for a State highway, including areas of influence, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

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 and 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 compliance responsibilities depend on the level of federal participation; provided however, that the State always retains Oversight responsibilities.

d) The Parties' respective responsibilities under each level in CDOT's Right of Way Manual (located at http://www.dot.state.co.us/ROW_Manual/) and reimbursement for the levels will be under 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).

G. Utilities

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

a) Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, the Local Agency shall make timely application to the Public Utilities commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The 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:

b) Execute an agreement setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

c) Obtain the railroad's detailed estimate of the cost of the Work.

d) Establish future maintenance responsibilities for the proposed installation.

e) Proscribe future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

f) Establish future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

H. Environmental Obligations

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

I. Maintenance Obligations

The 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, and the Local Agency shall provide for such maintenance and operations obligations each year. Such maintenance and operations shall be conducted 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.

7. OPTION LETTER MODIFICATION

An option letter may be used to add a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to add a phase and/or increase or decrease the total encumbrance amount.

The State may require the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds remaining the same. The State may simultaneously increase and/or decrease the total encumbrance amount by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may require or permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

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

8. PAYMENTS

The State shall, in accordance with the provisions of this **§8**, pay the Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the Contract set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs as evidenced by an appropriate ordinance/resolution or other authority letter which expressly authorizes the Local Agency the authority to enter into this Agreement and to expend its match share of the Work. A copy of such ordinance/resolution or authority letter is attached hereto as **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Contract or other contracts, Agreements or agreements between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

D. Matching Funds

The Local Agency shall provide matching funds as provided in **§8.A.** and **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The 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 the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. The 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 the Local Agency. The 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 the Local Agency's laws or policies.

E. Reimbursement of Local Agency Costs

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§8**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the 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. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

9. ACCOUNTING

The 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:

A. Local Agency Performing the Work

If Local Agency is performing the Work, all allowable costs, including any approved services contributed by the Local Agency or others, shall be documented using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

B. Local Agency-Checks or Draws

Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents shall be on file in the office of the Local Agency, clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other Work documents.

C. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. The Local Agency shall reimburse the State for the costs of any such services from the Budget as provided for in Exhibit C. If FHWA funding is not available or is withdrawn, or if the Local Agency terminates this Agreement prior to the Work being approved or completed, then all actual incurred costs of such services and assistance provided by the State shall be the Local Agency's sole expense.

D. Local Agency-Invoices

The Local Agency's invoices shall describe in detail the reimbursable costs incurred by the Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and shall not be submitted more often than monthly.

E. Invoicing Within 60 Days

The State shall not be liable to reimburse the Local Agency for any costs unless CDOT receives such invoices within 60 days after the date for which payment is requested, including final invoicing. Final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or the State may offset them against any payments due from the State to the Local Agency.

F. Reimbursement of State Costs

CDOT shall perform Oversight and the Local Agency shall reimburse CDOT for its related costs. The Local Agency shall pay invoices within 60 days after receipt thereof. If the Local Agency fails to remit payment within 60 days, at CDOT's request, the State is authorized to withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds shall be payable from the State Highway Supplementary Fund (400) until CDOT is reimbursed. If the Local Agency fails to make payment within 60 days, it shall pay interest to the State at a rate of one percent per month on the delinquent amounts until the billing is paid in full. CDOT's invoices shall describe in detail the reimbursable costs incurred, the dates incurred and the amounts thereof, and shall not be submitted more often than monthly.

10. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§10** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§18**, if applicable.

A. Performance, Progress, Personnel, and Funds

The Local Agency shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of the Local Agency's performance and the final status of the Local Agency's obligations hereunder.

B. Litigation Reporting

Within 10 days after being served with any pleading related to this Agreement, in a legal action filed with a court or administrative agency, the Local Agency shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State or its principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

The Local Agency's failure to provide reports and notify the State in a timely manner in accordance with this **§10** may result in the delay of payment of funds and/or termination as provided under this Agreement.

D. Documents

Upon request by the State, the Local Agency shall provide the State, or its authorized representative, copies of all documents, including contracts and subcontracts, in its possession related to the Work.

11. LOCAL AGENCY RECORDS

A. Maintenance

The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. The Local Agency shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) three years after final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or the Local Agency has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

The Local Agency shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Local Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate the Local Agency's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extension. If the Work fails to conform to the requirements of this Agreement, the State may require the Local Agency promptly to bring the Work into conformity with Agreement requirements, at the Local Agency's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require the Local Agency to take necessary action to ensure that future performance conforms to Agreement requirements and may exercise the remedies available under this Agreement at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

The Local Agency also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

D. Final Audit Report

If an audit is performed on the Local Agency's records for any fiscal year covering a portion of the term of this Agreement, the Local Agency shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

The Local Agency shall comply with the provisions of this **§12** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals. Nothing in this **§12** shall be construed to require the Local Agency to violate the Colorado Open Records Act, C.R.S. § 24-72-101 et seq.

A. Confidentiality

The Local Agency shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of the Local Agency shall be immediately forwarded to the State's principal representative.

B. Notification

The Local Agency shall notify its agents, employees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by the Local Agency or its agents in any way, except as authorized by the Agreement and as approved by the State. The Local Agency shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by the Local Agency or its agents, except as set forth in this Agreement and approved by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by the Local Agency for any reason may be cause for legal action by third parties against the Local Agency, the State or their respective agents. The Local Agency is prohibited from providing indemnification to the State pursuant to the Constitution of the State of Colorado, Article XI, Section 1, however, the Local Agency shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, or assignees pursuant to this **§12**.

13. CONFLICT OF INTEREST

The Local Agency shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Local Agency's obligations hereunder. The Local Agency acknowledges that with respect to this Agreement even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, the Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Local Agency's obligations to the State hereunder. If a conflict or appearance exists, or if the Local Agency is uncertain whether a conflict or the appearance of a conflict of interest exists, the 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 apparent conflict constitutes a breach of this Agreement.

14. REPRESENTATIONS AND WARRANTIES

The Local Agency makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

The Local Agency shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence and in the sequence and manner set forth in this Agreement.

B. Legal Authority – The Local Agency and the Local Agency's Signatory

The Local Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind the Local Agency to its terms. If requested by the State, the Local Agency shall provide the State with proof of the Local Agency's authority to enter into this Agreement within 15 days of receiving such request.

C. Licenses, Permits, Etc.

The Local Agency represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. The Local Agency warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the State or other adjustment in Agreement Funds. Additionally, all employees and agents of the Local Agency performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. The Local Agency, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service

of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for the Local Agency to properly perform the terms of this Agreement shall be deemed to be a material breach by the Local Agency and constitute grounds for termination of this Agreement.

15. INSURANCE

The Local Agency and its contractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the Local Agency and the State.

A. The Local Agency

i. Public Entities

If the Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then the Local Agency 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. The Local Agency shall show proof of such insurance satisfactory to the State, if requested by the State. The Local Agency shall require each Agreement with their Consultant and Contractor, that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor liabilities under the GIA.

ii. Non-Public Entities

If the Local Agency is not a "public entity" within the meaning of the Governmental Immunity Act, the Local Agency shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in §15(B) with respect to sub-contractors that are not "public entities".

B. Contractors

The Local Agency shall require each contract with Contractors, Subcontractors, or Consultants, other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the Local Agency's Contractors, Subcontractors, or Consultant's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket 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 one fire. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, contractors, subcontractors, and consultants shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Local Agency a certificate or other document satisfactory to the Local Agency showing compliance with this provision.

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. Additional Insured

The Local Agency and the State shall be named as additional insured on the Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of the Consultants or Contractors shall be primary over any insurance or self-insurance program carried by the Local Agency or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Local Agency and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by the Local Agency's Consultants or Contractors as required herein shall include clauses stating that each carrier

shall waive all rights of recovery, under subrogation or otherwise, against the Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

The Local Agency and all Contractors, subcontractors, or Consultants shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Local Agency and each contractor, subcontractor, or consultant shall deliver to the State or the Local Agency certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any sub-contract, the Local Agency and each contractor, subcontractor, or consultant shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§15**.

16. DEFAULT-BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§18**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§17**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

17. REMEDIES

If the Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this **§17** in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in **§16(B)**. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If the Local Agency fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the State may notify the Local Agency of such non-performance in accordance with the provisions herein. If the Local Agency thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. The Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, the Local Agency shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Agreements with third parties. However, the Local Agency shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the State, the Local Agency shall assign to the State all of the Local Agency's right, title, and interest under such terminated orders or sub-Agreements. Upon termination, the Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Local Agency in which the State has an interest. All materials owned by the State in the possession of the Local Agency shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by the Local Agency to the State and shall become the State's property.

ii. Payments

The State shall reimburse the Local Agency only for accepted performance received up to the date of termination. If, after termination by the State, it is determined that the Local Agency was not in default

or that the 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 the same as if this Agreement had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, the Local Agency also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by the Local Agency and the State may withhold any payment to the 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 the Local Agency is determined. The State may withhold any amount that may be due to the Local Agency as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. The Local Agency shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by the Local Agency, which shall be governed by **§17(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify the Local Agency of the termination in accordance with §18, specifying 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, the Local Agency shall be subject to and comply with the same obligations and rights set forth in §17(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §17(B), the Local Agency shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse the Local Agency for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Local Agency which are directly attributable to the uncompleted portion of the Local Agency's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to the Local Agency hereunder.

C. Remedies Not Involving Termination

The State, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend the Local Agency's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the State without entitling the Local Agency to an adjustment in price/cost or performance schedule. The Local Agency shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by the Local Agency after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to the Local Agency until corrections in the Local Agency's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed that due to the Local Agency's actions or inactions cannot be performed or, if performed, would be of no value to the State; provided that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of the Local Agency's employees, agents, or contractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If the Local Agency infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, the Local Agency shall, at the State's option (a) obtain for the State or the Local Agency the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

18. NOTICES and REPRESENTATIVES
Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. If to State:
CDOT Region: 1
Wendy Williams
Project Manager
2000 South Holly Street
Denver, CO 80222
303-757-9002

B. If to the Local Agency:
Town of Parker
Chris Hudson
Project Manager
20120 East Main Street
Parker, CO 80138
303-841-0353

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE
Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Local Agency in the performance of its obligations under this Agreement shall be the exclusive property of the State and all Work Product shall be delivered to the State by the Local Agency upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. The Local Agency shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Local Agency's obligations hereunder without the prior written consent of the State.

20. GOVERNMENTAL IMMUNITY
Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees and of the Local Agency is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

21. STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to the Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§21** applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include

factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

22. FEDERAL REQUIREMENTS

The 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.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Local Agency will comply with all requirements of **Exhibit G** and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the 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 the Local Agency uses any State- approved DBE program for this Agreement, the 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 the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for use of its program.

24. DISPUTES

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, the 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, the 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, the 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.

25. GENERAL PROVISIONS

A. Assignment

The Local Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments and subcontracts approved by the Local Agency or the State are subject to all of the provisions hereof. The Local Agency shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§25(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification - General

If Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Local Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Limitations of Liability

Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule, or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

I. Modification

i. By the Parties
Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF AGREEMENTS - TOOLS AND FORMS.

ii. By Operation of Law
This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein

J. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions,
ii. The provisions of the main body of this Agreement,
iii. **Exhibit A** (Scope of Work),
iv. **Exhibit B** (Local Agency Resolution),
v. **Exhibit C** (Funding Provisions),
vi. **Exhibit D** (Option Letter),
vii. **Exhibit E** (Local Agency Contract Administration Checklist),

viii. Other exhibits in descending order of their attachment.

K. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if the Local Agency fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. The Local Agency shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing the Local Agency for them

N. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. 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.

O. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

26. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Agreements except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

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

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR.

The Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither The Local Agency nor any agent or employee of The Local Agency shall be deemed to be an agent or employee of the State. The Local Agency 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 The Local Agency or any of its agents or employees. Unemployment insurance benefits shall be available to The Local Agency and its employees and agents only if such coverage is made available by The Local Agency or a third party. The Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability or understanding, except as expressly set forth herein. The Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

The Local Agency shall strictly 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.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

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

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

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 Agreement. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of The Local Agency's services and The Local Agency shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements]. Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]. The Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), The Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to The Local Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Local Agency (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if The Local Agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If The Local Agency participates in the State program, The Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that The Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If The Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, The Local Agency shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

The Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

SPs Effective 1/1/09

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

27. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

THE LOCAL AGENCY **TOWN OF PARKER** Name:_____ (print name) Title: _____ (print title) _____ *Signature Date:_____	**STATE OF COLORADO** **John W. Hickenlooper** **Department of Transportation** By_____ Joshua Laipply, P.E., Chief Engineer (For) Shailen P. Bhatt, Executive Director Date:_____
2nd Local Agency Signature if needed Name:_____ (print name) Title: _____ (print title) _____ *Signature Date:_____	**STATE OF COLORADO** **LEGAL REVIEW** **Cynthia H. Coffman, Attorney General** By_____ Signature – Assistant Attorney General Date:_____

ALL AGREEMENTS REQUIRE APPROVAL 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. The Local Agency 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:_____

28. EXHIBIT A – SCOPE OF WORK

21058 / AQC M039-004

Project limits are along the east side of Parker Road from Sulphur Gulch north to the Plaza Drive Intersection (past RTD Park-N-Ride), managed by Town of Parker. This project constructs a new 10' wide and provides way-finding signage with destination and distance information.

Anticipated Project Schedule:
AD- January/February 2018,
Start construction – April/May 2018
Complete Construction Sept./October 2018

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

29. EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

30. EXHIBIT C – FUNDING PROVISIONS **AQC M039-004 (21058)**

A. Cost of Work Estimate

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

1	**BUDGETED FUNDS**	
	a. Federal Funds (CMAQ @ 80%)	$504,000.00
	b. Local Agency Matching Funds (CMAQ @ 20%)	$126,000.00
	TOTAL BUDGETED FUNDS	$630,000.00
2	**ESTIMATED CDOT-INCURRED COSTS**	
	a. Federal Share (0% of Participating Costs)	$0.00
	b. Local Agency	$0.00
	TOTAL ESTIMATED CDOT-INCURRED COSTS	$0.00
3	**ESTIMATED PAYMENT TO LOCAL AGENCY**	
	a. Federal Funds Budgeted (1a)	$504,000.00
	b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)	$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	$504,000.00

FOR CDOT ENCUMBRANCE PURPOSES

Total Encumbrance Amount	$630,000.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
Net to be encumbered as follows:	$630,000.00

NOTE: Construction funds are currently not available. The Construction funds will become available after the federal authorization and execution of an Option Letter (Exhibit D) or Amendment.

WBS Element <<<<<>>>>>	Design	3020	$0.00
WBS Element 21058.20.10	Const	3301	$0.00

B. Matching Funds

The matching ratio for the federal participating funds of this Work is 80% federal-aid funds (CFDA #20.205) to 20% Local Agency funds, it being understood that such ratio applies only to the $630,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $630,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $630,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $504,000.00 (For CDOT accounting purposes, the federal funds of $504,000.00 and the Local Agency matching funds of $126,000.00 will be encumbered for a total encumbrance of $630,000.00), unless such amount is decreased as described in Sections B. and C. 1. of this Exhibit C, or increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. ***NOTE: NOTE: Construction funds are currently not available. The Construction funds will become available after the federal authorization and execution of an Option Letter (Exhibit D) or Amendment.*** It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

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

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than $750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations). 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 exceeding more than $750,000-Highway Funds Only**
   If the Local Agency expends more than $750,000 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 exceeding more than $750,000-Multiple Funding Sources**
   If the Local Agency expends more than $750,000 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.

31. EXHIBIT D – OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

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

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

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

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):
In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)* is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labled as follows: **C-2, C-3, C-4**, etc.*).

Option B (*Insert the following language for use with Option B*):
In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4**, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be*

made using a formal amendment)..

Option C (*Insert the following language for use with Option C):*
In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here),* the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for* ***Exhibit C*** *shall be labeled as follows:* ***C-2, C-3, C-4****, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using a formal amendment*).

(The following language must be included on ALL options):
The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit** (***C-1, C-2****, etc., as appropriate*). The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit** (***C-1, C-2****, etc., as appropriate*) of the original Agreement.

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

APPROVALS:

State of Colorado:
John W. Hickenlooper, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form Updated: December 19, 2012

32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
AQC M039-004	SDR6744.027	21058	R1

Project Location	Date
SH 83 (Parker Rd) from Sulphur Gulch Trail to N. of Plaza Dr.	5/4/2016

Project Description
Construct a 10' wide sidewalk on the east side of Parker Rd Way-finding signage.

Local Agency	Local Agency Project Manager
Town of Parker	Chris Hudson
CDOT Resident Engineer John Vetterling	CDOT Project Manager Daniel Keyghobad

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

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, a "#" will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. 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.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	#
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	#
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	#
5.15	Ensure Authorization of Funds for Construction		X

PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)	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.) John Vettterling 5/3/2016 CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	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)		
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals	N/A	X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals	N/A	X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	#
8.2	Project Safety	X	X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey • Construction staking • Monumentation	 X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual*)	X	
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual*)	X	
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual*)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision " Chris Hudson 303-841-0353 Local Agency Professional Engineer or Phone number CDOT Resident 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	X	
8.6	Approve Shop Drawings	X	

8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. Christ Hudson Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare Local Agency Reimbursement Requests	X	
8.13	Prepare and Authorize Change Orders	X	#
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. John Vetterling 303-757-9914 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting	X	
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	
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	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 X	 # # #
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures X CDOT Procedures ☐ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist		X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

33. 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 agree 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.

Required by 23 CFR 635.112

34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE

1. Program Objective and Assurance:

It is the objective of the State to create a level playing field upon which Disadvantaged Business Enterprises (DBEs) can compete fairly for DOT-assisted contracts. By entering into this Agreement, the Local Agency hereby agrees to the following:

> The Local Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of the DBE program or the requirements of 49 CFR part 26. The Local Agency shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract the Local Agency signs with a subcontractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient 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.

2. DBE Contract Goals:

Each scope of work prepared to procure consultant services or construction of the Work shall be evaluated by the CDOT Regional Civil Rights Office to determine a contract goal. The Local Agency shall be responsible for ensuring that the contract goal is incorporated into the procurement advertisement and accompanied by either:

a. For consultant services, CDOT's then current process for evaluating the Consultant's proposed DBE participation; or an alternative proposed by the local agency and approved by CDOT.

b. For construction, the CDOT DBE Standard Special Provision and all related forms.

The Local Agency shall submit the Statement of Interest (consultants) and/or DBE Forms (Construction) to the CDOT Civil Rights and Business Resource Center for review and concurrence prior to award.

3. Compliance:

With the assistance of the Local Agency, the CDOT Regional Civil Rights Office shall oversee the subcontractor's performance toward the contract goal.

Revised 11/2013

35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL 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 request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. 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.

6. 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.

7. 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.

36. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627 The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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

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, 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 who 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

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 $10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4) 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number) The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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

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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

(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.

2. 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. 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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

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 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.

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 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).

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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

37. EXHIBIT J – 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 Agencys and their contractors or the Local Agencys).

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 Agencys and the Local Agencys 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).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear 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 in excess of $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

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

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.

38. EXHIBIT K – 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, subpart C;

   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 **ToSAM.** 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.

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 11
DATE: 11/07/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN THE PARKER AUTHORITY FOR REINVESTMENT, THE TOWN OF PARKER, AND MAINSTREET PIER LLC, CONCERNING THE PARKER PLACE HOTEL

☐ PUBLIC HEARING ☐ ORDINANCE FOR 1ST READING
☒ CONTRACT ☐ ORDINANCE FOR 2ND READING
☐ MOTION ☐ RESOLUTION

Weldy Feazell, Business Development Officer **G. Randolph Young, Town Administrator**

ISSUE:
The Parker Authority for Reinvestment (PAR) Board previously had directed staff to identify a redevelopment partner for a redevelopment of 19801 E. Mainstreet. Staff identified a redevelopment partner through a Request for Qualifications (RFQ) process, Mainstreet Pier, LLC. The comprehensive development agreement outlines all requirements and additional agreements that will need to be in place prior to sale of the property and the development of the site.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
In September 2014, PAR purchased the building at 19801 E Mainstreet. Since the purchase of the property, Economic Development and PACE staff have leased and occupied the building.

Economic Development staff solicited development partners through and RFQ process which was released in March 2016. Through that solicitation process Mars Development LLC was selected as the redevelopment partner. Subsequently Economic Development has led the process with the Community Development and Engineering Department to develop a site plan that is compliant with zoning and regulations. With the site plan currently in the development review process the next steps are to finalize and complete all required agreements for the redevelopment of the site.

The first of these agreements is the comprehensive development agreement. The comprehensive development agreement outlines the Town, PAR and developer obligations that must be performed by each party prior to the project being developed. The comprehensive development agreement also outlines the dates in which the project needs to be completed.

The additional agreements that will be required as part of the comprehensive development agreement are as follows:

1. Agreement for Sale and Purchase of Real Property between PAR and Mainstreet Pier LLC
2. Amended Cooperation Agreement – between the Town of Parker and PAR
3. TIF Agreement – between Town of Parker and Mainstreet Pier LLC
4. Site Plan Development Agreement – between Town of Parker and Mainstreet Pier LLC
5. Project TAP Agreement – between Town of Parker and Mainstreet Pier LLC
6. Certificate of Compliance – between Town of Parker and Mainstreet Pier LLC

All of the agreements are currently in process and will come to Town Council or the PAR Board for approval.

RECOMMENDATION:
Staff recommends approval of the Comprehensive Development Agreement

PREPARED/REVIEWED BY:
Weldy Feazell, Business Development Officer, Jim Maloney, Town Attorney

ATTACHMENTS:
1. Comprehensive Development Agreement

RECOMMENDED MOTION:
"I move to approve the Comprehensive Development Agreement"

COMPREHENSIVE DEVELOPMENT AGREEMENT FOR PARKER PLACE HOTEL

THIS COMPREHENSIVE DEVELOPMENT AGREEMENT (the "Development Agreement") is made and entered into this _____ day of _____, 2016, by and between the Parker Authority for Reinvestment, a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado, (the "Authority"), the Town of Parker, a Colorado home rule municipality, and Mainstreet Pier, LLC, a Colorado limited liability company (the "Developer").

RECITALS

A. The Authority is the record owner of certain real property located in the Town of Parker, which is more particularly described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the "Authority Property").

B. The Developer desires to purchase the Authority Property from the Authority.

C. The Developer desires that the Authority Property be redeveloped as more particularly described in the Site Plan graphic as a "Boutique" Hotel, with ground-floor retail space, which is attached hereto as **Exhibit 2** and incorporated by this reference (the "Project").

D. The Project necessitates the construction and installation of certain public improvements on and adjacent to the Authority Property as part of the site plan process, and further necessitates certain incentives to cause the Project to be consistent with the Parker Central Area Reinvestment Plan, dated May 18, 2009, as subsequently amended (the "Reinvestment Plan").

E. To implement the provisions of the Reinvestment Plan and assist with the Project, the Authority desires to convey the Authority Property to the Developer and to enter into a Reimbursement Agreement to reimburse the Developer for certain eligible costs of redevelopment that facilitate the remediation of blight. The parties have agreed upon a fair market value for the Authority Property of Seven Hundred Sixty-Eight Thousand Nine Hundred Ninety-Six and 00/100 Dollars ($768,996.00) (the "Agreed Value"). Notwithstanding the Agreed Value, in consideration of Developer's agreement to take title to the Authority Property subject to certain deed restrictions and other obligations of Developer as further set forth herein and in the Purchase Agreement described herein, the purchase price of the Authority Property shall be Three Hundred Forty-Six Thousand Forty-Eight and 00/100 Dollars ($346,048.00) (the "Purchase Price").

F. In order to finance, in part, the construction of the Public Improvements that are necessary for the Project, the Developer further desires to participate in the Town of Parker Tax and Fee Assistance Program, as described in Chapter 4.02 of the Parker Municipal Code (the "TAP Agreement").

G. The Authority, the Town and the Developer desires the development of the Project, as more particularly described in this Development Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, the parties hereto agree as follows:

1. Developer and Town Obligations. The Developer and the Town acknowledge and agree that this Development Agreement describes certain conditions precedent, which are contained in Paragraphs 2, 3 and 4 of this Development Agreement, that must be performed in order for the Developer to develop the Project (the "Conditions Precedent"). In the event the Conditions Precedent are not satisfied and the certificate of compliance described in Paragraph 4 of this Development Agreement is not fully executed by both the Town and the Developer, then this Development Agreement shall automatically terminate and any action or approval made or undertaken by either party to this Development Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect.

2. Conditions Precedent to be Satisfied by the Authority. The Conditions Precedent to be satisfied by the Authority, at the Authority's sole discretion, on or before the Developers Conditions Deadline are as follows:

a. The Board of Commissioners of the Authority approves the Agreement for Sale and Purchase of Real Property, which is attached hereto as **Exhibit 3** and incorporated by this reference (the "Purchase Agreement").

b. The Board of Commissioners of the Authority, at a public meeting, approves this Development Agreement following a public presentation regarding the Project.

c. The Board of Commissioners of the Authority approves the Amendment to the Cooperation Agreement related to the purchase of the Authority Property in the form of **Exhibit 4**, which is attached hereto and incorporated by this reference (the "Amended Cooperation Agreement").

d. The Board of Commissioners of the Authority approves a Tax Increment Financing Reimbursement Agreement in the form attached hereto as **Exhibit 5**, and incorporated by this reference (the "TIF Agreement")

3. Conditions Precedent to be Satisfied by the Town. The Conditions Precedent to be satisfied by the Town, at the Town's sole discretion, on or before the Developers Conditions Deadline are as follows:

a. The Town Council of the Town of Parker approves this Development Agreement.

b. The Town administratively approves the Site Plan Development Agreement in the form of **Exhibit 6**, which is attached hereto and incorporated by this reference (the "Site Plan Development Agreement").

c. The Town Planning Commission approves the site plan for the Project Property, as provided by the Town of Parker Land Development Ordinance (the "Site Plan").

d. The Town Council of the Town of Parker, pursuant to Chapter 4.02 of the Parker Municipal Code, approves, following a public hearing, a Tax and Fee Assistance Agreement for the Project Property, which shall not exceed the amount of One Million Seventy-Seven Thousand One Hundred Thirty-One and 00/100 Dollars ($1,077,131.00) or a term of ten (10) years, in the form of **Exhibit 7**, which is attached hereto and incorporated by this reference (the "TAP Agreement"). The parties hereto acknowledge and agree that the TAP Agreement is the sole financial incentive to be offered by the Town for the development of the Project.

e. The Town Council of the Town of Parker approves the Amendment to the Cooperation Agreement related to the purchase of the Authority Property in the form of Exhibit 4.

4. Conditions Precedent to be Satisfied by Developer. The Conditions Precedent to be satisfied by the Developer, at the Developer's sole discretion, on or before the Developers Conditions Deadline are as follows:

a. The Developer delivers the signed Purchase Agreement to the Authority prior to the recordation of the Site Plan Development Agreement. In the event that the Developer does not deliver the signed Purchase Agreement to the Authority as provided herein, the Developer agrees that the Authority's approval of the Purchase Agreement is negated and this Development Agreement shall automatically terminate.

b. The Developer delivers the signed Site Plan Development Agreement to the Town, which agreement describes the Public Improvements that the Developer is obligated to construct on or adjacent to the Project. The Town will not sign and/or record the Site Plan Development Agreement until the Developer has delivered to the Town the signed Site Plan Development Agreement and the appropriate security described herein to secure the cost of the Public Improvements in accordance with the requirements of the Site Plan Development Agreement (the "Performance Guarantee").

c. The Developer delivers to the Town the Performance Guarantee. The Town will not sign and/or record the Site Plan Development Agreement with the Douglas County Clerk and Recorder's Office until the Developer has delivered to the Town the Performance Guarantee.

d. The Developer delivers the signed TAP Agreement to the Town. The Town will not sign and/or record the Site Plan Development Agreement with the Douglas County Clerk and Recorder's Office until the Developer has delivered the signed TAP Agreement to the Town.

e. The Developer purchases the Authority Property in accordance with the Purchase Agreement, prior to the recordation of the Site Plan Development Agreement.

f. The Developer delivers the signed TIF Agreement to the Authority.

5. Certificate of Compliance. In the event that the Conditions Precedent described in Paragraphs 2, 3, and 4 of this Development Agreement are fully satisfied on or before the respective Conditions Deadline described herein, and the Authority, the Town, and the Developer execute the Certificate of Compliance, which is attached as **Exhibit 8** and incorporated by this reference (the "Certificate of Compliance"), the Developer shall satisfy the terms and conditions contained in Paragraph 6 of this this Development Agreement. In the event that the Conditions Precedent have not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the respective Conditions Deadline, then this Development Agreement shall automatically terminate and any action or approval undertaken by any party to this Development Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Developer shall satisfy the terms and conditions contained in Paragraph 6 of this Development Agreement.

6. Obligations of the Developer. The Developer shall, no later than twelve (12) months after the date Developer acquires title to the Authority Property, subject to any extensions provided in the Purchase Agreement, complete the Project evidenced by the issuance of a temporary certificate of occupancy for the "Boutique" Hotel portion of the Project, which shall also include ground-floor retail space consistent with the final approved Site Plan.

7. Miscellaneous Provisions.

a. Termination. If the conditions precedent contained in Paragraphs 2, 3 and 4 of the Development Agreements are not satisfied as provided herein, then this Development Agreement, and the agreements set forth hereunder shall be null and void and of no force and effect whatsoever.

b. Remedies. The Developer's remedies against the Town and the Authority for the Town's or the Authority's breach of this Development Agreement are limited to breach of contract claims. The Town's remedies under this Development Agreement include, but are not limited to, the following:

i. The refusal to issue any building permit or certificate of occupancy.

ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

iii. A demand that the security given for the completion of the public improvements be paid or honored.

iv. Negating approval of the Development Agreement, and the agreements set forth hereunder. This remedy shall not be available to the Town

or the Authority if the conditions precedent contained in Paragraph 4 of this Development Agreement have been satisfied.

v. Any other remedy available at law.

c. Authority of Town. Nothing contained in this Development Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Development Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

d. Binding Effect. This Development Agreement, when executed, shall inure to the benefit of and be binding upon the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Development Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Development Agreement itself. This Development Agreement is binding upon and shall run with the land.

e. Recordation of Development Agreement. This Development Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, upon the satisfaction of the conditions precedent contained in Paragraphs 2, 3, and 4 of this Development Agreement and the execution of the Certificate of Compliance by the Authority, the Town and the Developer and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

f. Effective Date. This Development Agreement shall be effective and binding upon the parties upon approval of this Development Agreement by the Board of Commissioners of the Authority and the Town Council of the Town of Parker.

g. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Development Agreement is held by the courts 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 Development Agreement did not contain the particular part, term, or provision held to be invalid.

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

i. Notice. All notice required under this Development Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72)

hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Authority:	Parker Authority for Reinvestment Attn: Executive Director 20120 E. Mainstreet Parker, Colorado 80138
To the Town:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, Colorado 80138
To the Developer:	Mainstreet Pier, LLC Attn: Mike May 19284 Cottonwood Drive, Suite 203 Parker, CO 80138

j. Conflicts. In the event that there is a conflict between this Development Agreement and any other agreement regarding this Project, this Development Agreement shall control.

k. Recitals. The recitals to this Agreement are incorporated herein by this reference.

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

m. 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. It is the express intention of the parties hereto that any person other than the parties receiving service or benefits under this Development Agreement shall be deemed to be an incidental beneficiary only.

n. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, except pursuant to an assignment and assumption agreement approved by the Authority and the Town, whereby the Developer/assignor assigns all of its obligations, rights, title and interest under the Agreement to Assignee and the assignee, as the owner of the Authority Property, agrees to assume all of the Developer/assignors' obligations, rights, title and interest under this Development Agreement. The Developer agrees to provide the Authority and the Town with at least thirty (30) days' advance written notice of the

proposed transfer or assignment of any of the rights and obligations of the Developer under this Agreement. Upon the Authority's and the Town's approval of such assignment and assumption agreement (which will not be unreasonably withheld, delayed or conditioned), the Developer will be relieved of and released from any further obligations under this Development Agreement.

o. Entire Agreement - Amendments. This Development Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Development Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Development Agreement may be amended by written agreement between the Developer, the Authority, and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Development Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

PARKER AUTHORITY FOR REINVESTMENT

_____
Mike Waid, Chair

ATTEST:

_____
Carol Baumgartner, Authority Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Authority Attorney

DEVELOPER: MAINSTREET PIER, LLC, a Colorado limited liability company

Mike May
Mike May, Managing Member [*name/title*]

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 1st day of November 2016, by Mike May as managing member of Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: August 31, 2019.

SEAL

Susan C. Hettinger
Notary Public

SUSAN C. HETTINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154034322
MY COMMISSION EXPIRES AUGUST 31, 2019

EXHIBITS LIST

Exhibit 1	Description of the Authority Property
Exhibit 2	Graphic Description Project
Exhibit 3	Agreement for Sale and Purchase of Real Property
Exhibit 4	Amended Cooperation Agreement
Exhibit 5	TIF Agreement
Exhibit 6	Site Plan Development Agreement
Exhibit 7	Project TAP Agreement
Exhibit 8	Certificate of Compliance

EXHIBIT 1

Description of Authority Property

[Attached]

(For informational purposes only) 19804 East Mainstreet, Parker, Colorado 80138-7386

EXHIBIT 1
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, PARKER CENTRAL AREA FILING NO. 1, RECORDED AT RECEPTION NO. 306437 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'51" EAST, A DISTANCE OF 2675.25 FEET;

THENCE SOUTH 51°07'17"EAST, A DISTANCE OF 2084.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING (2) COURSES:

1. SOUTH 79°48'40" EAST, A DISTANCE OF 219.00 FEET;
2. SOUTH 10°11'20" WEST, A DISTANCE OF 189.72 FEET;

THENCE DEPARTING SAID EASTERLY LINE NORTH 79°48'41" WEST, A DISTANCE OF 198.32 FEET;

THENCE NORTH 34°51'03" WEST, A DISTANCE OF 23.44 FEET;

THENCE NORTH 10°11'19" EAST, A DISTANCE OF 128.56 FEET;

THENCE NORTH 79°48'40" WEST, A DISTANCE OF 4.09 FEET TO THE WESTERLY LINE OF SAID LOT 1;

THENCE ALONG SAID WESTERLY LINE NORTH 10°11'20" EAST, A DISTANCE OF 44.59 FEET TO THE **POINT OF BEGINNING**.

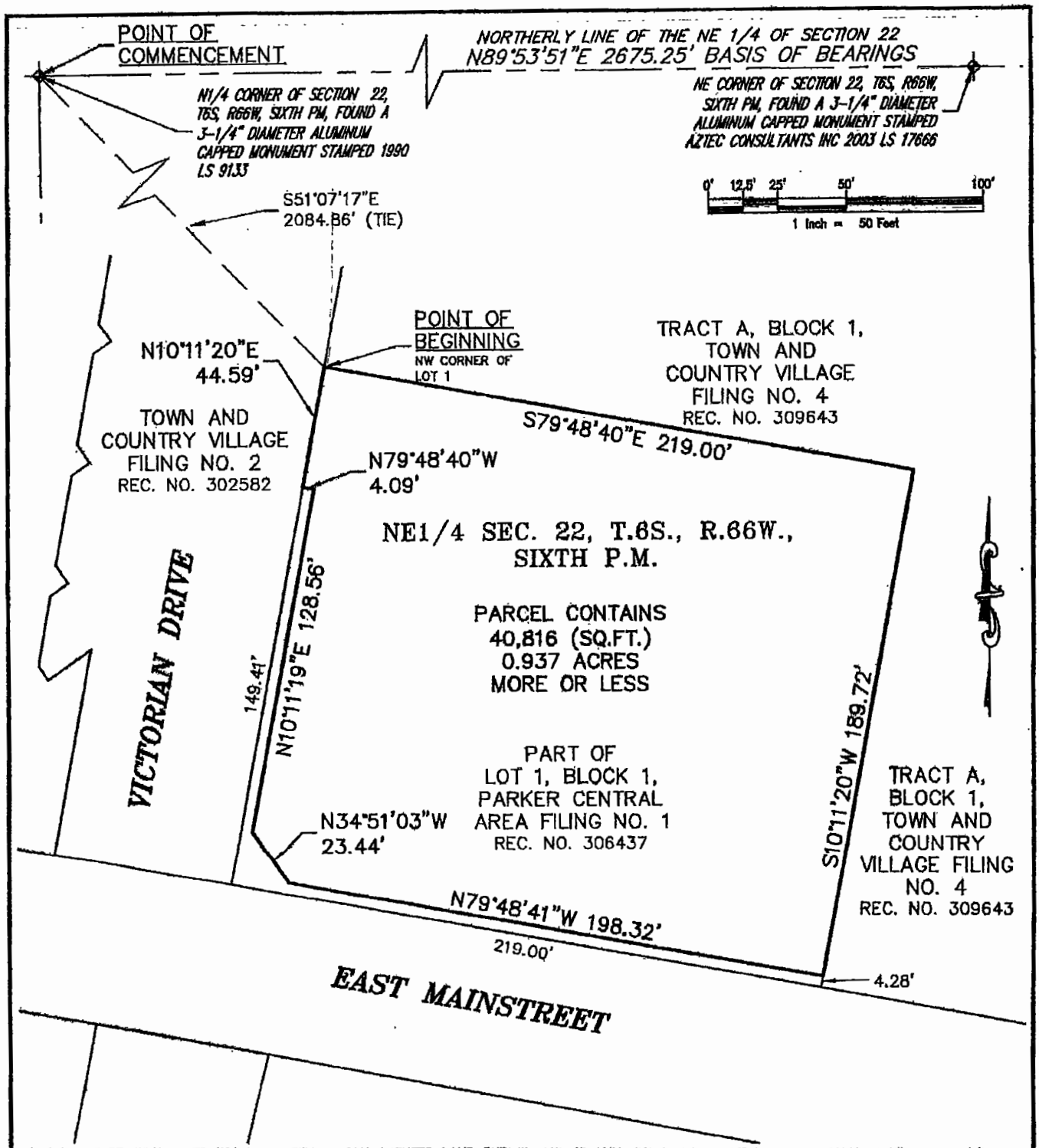
CONTAINING AN AREA OF 0.937 ACRES, (40,816 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED DEAN E. CATES 22561 PROFESSIONAL LAND SURVEYOR
11/1/16

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT 1

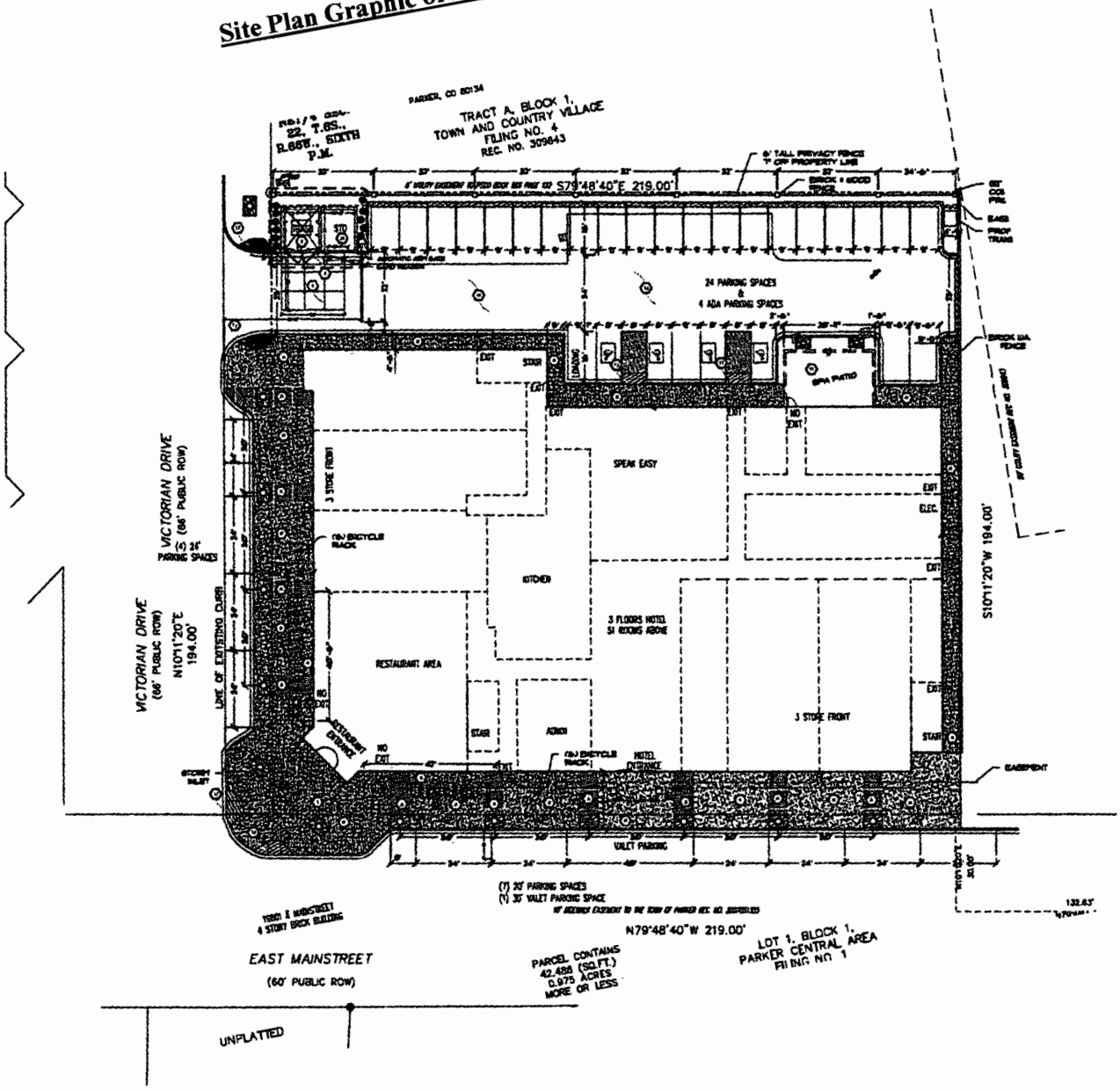


NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\24916-28\DWG\EXHIBITS\ DWG NAME: PARKER PLACE LD DWG: DEC CHK: DATE: 10/31/16 SCALE: 1" = 50'	AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	EXHIBIT 1 NE1/4 S22, T6S, R66W, SIXTH PM DOUGLAS COUNTY, COLORADO JOB NUMBER 24916-28 2 OF 2 SHEETS

EXHIBIT 2

Site Plan Graphic of Parker Place Hotel



11/1/2016

G:\LEGAL\AGR\PAR 19801 E MAINSTREET PROPERTY\MAINSTREET PIER DEVLPMT AGMT PARKER PLACE HOTEL FINAL 20161101.DOC

EXHIBIT 2

Site Plan Graphic of Parker Place Hotel

EXHIBIT 3

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Property ("Agreement") is made and entered into effective as of _____ ___, 2016 (the "Effective Date"), by and between Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("Seller") and Mainstreet Pier, LLC, a Colorado limited liability company ("Buyer").

ARTICLE 1
AGREEMENT TO SELL AND PURCHASE PROPERTY

1.1 Agreement to Sell and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller certain real property located in the Town of Parker in Douglas County, Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herewith (the "Land"), together with all improvements thereon, including the building commonly known as 19801 East Mainstreet (the "Building"), and including all of Seller's right, title and interest, if any, in and to the following: easements, rights of way, appurtenances and all other rights of similar kind relating to or associated with the Property (collectively the "Property"). Seller shall convey any and all interest it has in the Property by bargain and sale deed (the "Deed"), free and clear of all liens, encumbrances and easements, except for the Deed Restrictions and the Permitted Exceptions (as defined herein).

1.2 Deed Restrictions. In the event of a Closing hereunder, and in consideration of the difference between the Agreed Value and the Purchase Price as set forth in Section 2.1, below, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to a repurchase right in favor of Seller on the terms and conditions set forth on **Exhibit B** attached hereto and incorporated by this reference (the "Deed Restrictions").

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The parties agree that the agreed fair market value for the Property is SEVEN HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED NINETY-SIX AND 00/100 DOLLARS ($768,996.00) (the "Agreed Value"). Notwithstanding the Agreed Value, in consideration Buyer's agreement to take title to the Property subject to the Deed Restrictions and other obligations of Buyer as further set forth herein, the purchase price of the Property shall be THREE HUNDRED FORTY-SIX THOUSAND FORTY-EIGHT AND 00/100 DOLLARS ($346,048.00) (the "Purchase Price"), delivered to Seller at Closing upon satisfaction of all conditions to Closing including without limitation delivery of the Deed 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. The Purchase Price is payable by Buyer as follows:

(a) Deposit. On or before the date that is three (3) business days after the Effective Date, the parties shall open an escrow (the "Escrow") with Fidelity National Title Company, 19751 E Mainstreet #R14, Parker, Colorado 80138, Attn: Melissa Hann (the "Title Company") and deposit this Agreement with the Title Company for use as escrow instructions. Buyer and Seller further agree to execute Title Company's standard form of supplemental escrow instructions for transactions of the type contemplated in this Agreement, provided that no

such provisions shall have the effect of modifying this Agreement unless it is so expressly stated and initialed by or on behalf of Buyer and Seller, and that for any conflict between the supplemental escrow instructions and this Agreement, the terms of this Agreement shall control. On or before the date that is three business days after the Effective Date, Buyer shall deliver to the Title Company for deposit into the Escrow immediately available funds in the amount of Thirty-Five Thousand and No/100 Dollars ($35,000.00) (the "Deposit"), and the Deposit shall be held by Title Company in one or more federally insured interest-bearing accounts. All references in this Agreement to the Deposit shall include all interest earned on funds in the Escrow. If Buyer completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement.

2.2 Cash at Closing. Buyer shall pay the remaining amount of THREE HUNDRED ELEVEN THOUSAND FORTY-EIGHT AND 00/100 DOLLARS ($311,048.00) (the "Remaining Amount") in cash or cash equivalent at Closing.

ARTICLE 3
AFFIRMATIVE COVENANTS OF SELLER

During the term of this Agreement, except as contemplated herein, Seller shall not modify the encumbrances or execute any agreement, lease, or instrument affecting the Property or title thereto and/or encumber, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion.

ARTICLE 4
CLOSING

4.1 Closing. Provided all conditions to closing have been met and the Closing Date has not been extended pursuant to Section 5.4, the funding of the transfer of the Property pursuant to the terms of this Agreement (the "Closing") shall occur at10:00 o'clock a.m. at the offices of the Title Company on or before December 29, 2016 (such date being referred to herein as the "Closing Date"), or such other date or time Buyer and Seller agree upon in writing. In the event that Closing does not occur on this date and the Closing Date is not extended by mutual written agreement of the parties hereto, then this Agreement shall automatically terminate and the Deposit shall be returned to Buyer unless Buyer is in default.

4.2 Obligations. At the Closing, the following shall occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) Seller shall deliver into Escrow the following documents at Closing:

(i) The Deed, executed and acknowledged as required by law, free and clear of all liens, encumbrances, reservations and easements, except for the Deed Restrictions and the Permitted Exceptions.

(ii) Evidence reasonably satisfactory to the Title Company that Seller has paid any outstanding invoices relating to the Property.

(b) Buyer shall deliver to Escrow the Remaining Amount.

(c) The Title Company shall be irrevocably committed to deliver to Buyer the Title Policy, the expense of which shall be paid by Seller.

(d) The parties shall further execute such other agreements and documents as reasonably may be required to establish the Escrow and carry out the transactions contemplated by this Agreement. Seller shall pay for the documentary transfer fee and recording fee for the Deed and recording fees for any documents required to be recorded in order to deliver title to Buyer in accordance with the terms of this Agreement. Buyer and Seller shall each pay one-half (½) of the Escrow fees and Title Company's customary charges for document drafting, recording and miscellaneous charges.

4.3 Adjustments. The following are to be apportioned as of the Closing Date (defined below):

(a) Because Seller is a tax exempt entity, all real property taxes due and payable with respect to the Property for the year of Closing shall be paid by Buyer and there shall be no proration with respect to the same.

(b) Seller shall pay all water, sewer and utility charges up to and including the Closing Date and Title Company shall escrow such amounts as may be reasonably necessary to ensure payment of such amounts that are not yet billed.

4.4 Closing Actions by Title Company. On the Closing Date, when all conditions to Closing have been satisfied, including without limitation all deliveries required under Section 4.3 and all parties shall have authorized Title Company to proceed:

(a) Buyer, Seller and Title Company shall execute settlement statements showing all applicable prorations as of the Closing Date as well as such other agreements and documents as reasonably may be required to close the Escrow and carry out the transactions contemplated by this Agreement (such as updated title affidavits);

(b) Title Company shall deliver to Seller: (i) the Purchase Price, less prorations charged Seller hereunder; and (ii) one (1) original of every other document deposited by Buyer into Escrow;

(c) Title Company shall record the Deed in the Office of the Clerk and Recorder of Douglas County, Colorado;

(d) Title Company shall deliver to Buyer: (i) one (1) copy of the Deed conformed by the Douglas County Clerk & Recorder's office and showing the recording information for such document; and (ii) one (1) original of every other document deposited by Seller into Escrow;

(e) Title Company shall deliver to any third parties the amounts such third parties are entitled thereto as set forth on the executed settlement statement in accordance with separate instructions provided by such third party; and

(f) Title Company shall deliver to Buyer the original of Buyer's Title Policy.

4.5 Cancellation. If pursuant to the terms of the Agreement, either (1) Buyer has terminated the Agreement pursuant to its rights to do so hereunder, (2) the Agreement has been terminated pursuant to Section 5.4, or, (3) Title Company cannot confirm that that one or more of the conditions to Closing are satisfied as of the scheduled Closing Date, then Title Company shall take the following actions:

(a) Return the amount of funds deposited by Buyer to Buyer, less one-half (½) of any amount charged by Title Company for maintaining the Escrow, together with any original documents that were delivered into Escrow by Buyer;

(b) Upon receipt from Seller of one-half of any amount charged by Title Company for maintaining the Escrow, return the original Deed to Seller, together with such other original documents that were delivered into Escrow by Seller; and

(c) Upon completion of the foregoing actions, cancel the Escrow.

4.6 Actions by Title Company as Escrow Agent. The parties acknowledge that Title Company is acting solely as a stakeholder at their request and for their convenience, and that Title Company shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in breach or willful disregard of this Agreement or involving gross negligence.

4.7 Possession. Buyer shall be entitled to possession of the Property upon the Closing Date.

ARTICLE 5
CONTINGENCIES

5.1 Title Insurance.

(a) Prior to the date of this Agreement, Buyer has reviewed and approved a current commitment ("Title Commitment") from the Title Company, committing the Title Company to issue to Buyer its standard coverage owner's title insurance policy (the "Title Policy") insuring good and marketable title in fee simple to the Property in Buyer, in the amount of the Purchase Price, free of all liens, leases, encumbrances, and reservations, except for the Deed Restrictions and the items set forth in the Commitment (the "Permitted Exceptions"), the premium for which shall be paid by Seller. If requested by Buyer and approved by the Title Company, the standard printed exceptions shall be deleted at the expense of Buyer.

5.2 Survey.

(a) Seller has furnished to Buyer an ALTA Survey dated September 2, 2014 depicting the Property by Aztec Consultants, Inc. In the event the legal description of the Property differs from the property shown on the September 2, 2014 survey, Seller shall prepare a new ALTA survey and exemption plat to be processed by the Town of Parker, Colorado, such that the Property constitutes a lawfully subdivided lot. In the event Seller does not prepare a new

ALTA survey, Buyer shall have the right, at Buyer's sole cost and expense, to order a new or updated ALTA Survey depicting the Property and all easements, reservations, licenses and rights of way of record affecting the Property as shown in the Title Commitment, certified to Buyer and Seller (as prepared by either Seller or Buyer, the "Survey").

(b) Seller shall notify Buyer of any conditions or events that materially change the Survey prior to Closing, and Buyer's obligation to close hereunder shall remain subject to Buyer's written approval or waiver of any such subsequent conditions or events.

5.3 Inspection of Property.

(a) From the Effective Date until the Closing, Buyer and its agents, employees, contractors, proposed assigns and agents, employees and contractors of such proposed assigns ("Licensed Parties") shall have the right, at Buyer's sole cost, risk and expense, to enter onto the Property at reasonable times and in a reasonable manner for the purpose of making such surveys, tests and inspections as Buyer deems necessary in connection with this Agreement ("Inspection"). Any disturbance to the Property caused by the inspection shall be promptly remedied or repaired at the expense of Buyer. All entry onto the Property by or on behalf of Buyer at any time prior to the Closing shall be upon prior telephonic notice to Seller, subject to such rules as Seller may reasonably impose to avoid interference with Seller's ongoing use of the Property. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner, repair any damage or disturbance it causes to the Property in the event this Agreement is terminated or fails to close in accordance with its terms. The obligations of Buyer under this Section 5.3(a) shall survive the Closing or the termination of this Agreement.

(b) At any time on or prior to the Approvals Date, Buyer may elect in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. In the event Buyer elects termination, and upon Buyer's notice thereof to the Title Company, Buyer shall have no obligation to make the Deposit, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement. If Buyer does not give Buyer's notice of termination on or prior to the Approvals Date, then (i) the termination right provided in this paragraph shall be deemed waived, and (ii) Buyer's rights to terminate this Agreement shall be limited to those remaining termination rights specifically set forth in this Agreement. Buyer shall have until the Approvals Date to review and approve or disapprove of the results of the Inspection and to notify Seller in writing ("Inspection Notice") as to any conditions identified by the Inspection to be unsatisfactory to Buyer in Buyer's sole discretion ("Inspection Condition"). Buyer shall deliver to Seller any third-party reports prepared on behalf of Buyer in the course of due diligence within thirty (30) days after the termination of this Agreement without a Closing.

(c) If Buyer has not obtained a satisfactory commitment for financing on or before December 15, 2016, then Buyer may, by written notice to Seller on or before such date, extend the Approvals Date for a period not to exceed forty-five (45) days (the "Extension Period"). In the event Buyer exercises such option, the Closing Date likewise shall be extended to the date that is two (2) weeks after the expiration of the Extension Period.

5.4 Required Approvals. The Closing of the Property is expressly contingent upon the following approvals on or before December 15, 2016 (the "Approvals Date"):

(a) PAR Approval. The Board of Commissioners of the Parker Authority for Reinvestment approves this Agreement.

(b) Seller Approval of Design. Seller approves the design component of the Site Plan to be submitted by Buyer for the Property.

(c) Comprehensive Development Agreement. The Certificate of Compliance described in Paragraph 5 of the Comprehensive Development Agreement between the Seller, Buyer and the Town of Parker, Colorado (the "Town") is executed by the Seller, Buyer and the Town.

If one or more of the foregoing conditions is not satisfied on or before the Approvals Date (as the same may be extended under this Agreement), then this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.5. In the event a legal challenge to a Town approval required pursuant to this Agreement is successful or is still pending on the scheduled Closing Date, Buyer may extend the Closing Date for a period of sixty (60) days by written notice to Seller and the Title Company; provided, however, that Buyer shall have the right to terminate the Agreement by written notice to Seller during the period that a legal challenge is pending. If (i) such notice is not received on or before the Closing Date, or (ii) Buyer extends the Closing Date but a legal challenge is successful or still pending as of the extended Closing Date, or (iii) Buyer extends the Closing Date but terminates this Agreement by written notice to Seller during the period that a legal challenge is pending, this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6.

ARTICLE 6
DEFAULT AND TERMINATION

6.1 Termination Due to Buyer's Default. In the event of Buyer's failure to close on the Closing Date hereunder when Buyer has a contractual obligation to do so, the damages to Seller would be extremely difficult and impractical to ascertain, and therefore, in the event of a default or breach by Buyer that is not cured within ten (10) days after written notice by Seller to Buyer notifying Buyer of such default, the amount of the Deposit is a reasonable estimate for the damages to Seller, including costs of cooperation in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, opportunity costs in keeping the property out of the marketplace, and other costs incurred in connection with this agreement. Buyer and Seller agree that retention of the Deposit shall be the sole damages of Seller, and retention of the Deposit shall be the sole and exclusive remedy of Seller in the event of any default or breach by Buyer.

6.2 Termination due to Seller's Default. If Seller fails to comply with any of its obligations hereunder, or in the event of failure of any contingency or condition that is the responsibility of Seller, Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Buyer. Accordingly, in the event of a default or breach by Seller that is not cured within ten (10) days

after written notice by Buyer to Seller notifying Seller of such default, Buyer, at Buyer's option, and as Buyer's sole and exclusive remedies on account thereof, shall be entitled to either:

(a) Terminate this Agreement, whereupon the Deposit shall be delivered to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or

(b) Seek specific performance of Seller's conveyance obligations hereunder.

6.3 Termination without Default. This Agreement may be terminated by Buyer for any reason on or prior to the Approvals Date, in which event the Deposit shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement.

ARTICLE 7
RISK OF LOSS; AS-IS PROVISIONS

7.1 Risk of Loss. Seller shall promptly notify Buyer of any damage or casualty to the Property prior to the Closing Date or of any condemnation proceeding threatened or commenced prior to the Closing Date. In such event, the Closing Date shall be extended by the number of days necessary to give Buyer and Seller the opportunity to make the elections and give the notices provided for in this paragraph. As a result of any such damage, casualty or proceeding, either Buyer or Seller may elect, in a writing delivered to the other party within twenty (20) days after Seller notifies Buyer of such casualty or condition, to terminate this Agreement, in which event the all funds and documents deposited into Escrow by Buyer shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement. In the event neither Buyer nor Seller timely elects to terminate this Agreement, then (i) the Agreement shall remain in full force and effect with no reduction in the Purchase Price; (ii) Buyer shall be entitled to any insurance proceeds, compensation, awards, or other payments or relief resulting from such casualty or condemnation; (iii) Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any insurance proceeds, compensation or awards that have been or that may thereafter be made for such damage, casualty or condemnation; and (iv) neither Buyer nor Seller shall have the right to settle or compromise any award for such damage, casualty or condemnation except by mutual agreement of the parties.

7.2 AS-IS; WHERE-IS. Buyer acknowledges that the Purchase Price is being determined based on land value, only, with the expectation that all improvements thereon shall be demolished by Buyer. Accordingly, the Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other

fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that Seller has not made any representation or warranty regarding any environmental condition affecting, relating to or with respect to the Property, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "Environmental Laws"). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property.

7.3 Property Information. Buyer agrees that any information relating to the condition, future development, or economic performance of the Property ("Property Information") provided by Seller or Seller's employees, officials, consultants, agents, representatives or any other person is provided for illustrative purposes only, and is not warranted by Seller as to accuracy, completeness, reliability or in any other manner. Buyer hereby waives any claim or liability against Seller with respect to the contents of any and all Property Information. Seller is not and shall not be liable or bound in any manner by any oral or written statements, representations, "set-ups", memoranda or other information pertaining to the Property furnished by any Town or Seller employee, official, consultant, agent, representative or other person.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Captions. The captions in this Agreement are inserted only for the purpose of convenience and in no way define or prescribe the scope of this Agreement.

8.2 Inurement. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns, as the case may be.

8.3 Recordation. Buyer and Seller agree not to file this Agreement, or any part hereof, for record in the office of the Clerk and Recorder of Douglas County, Colorado, or in any other public office or agency records. In the event this Agreement is so filed or recorded, this Agreement shall automatically terminate.

8.4 Assignability. 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.

8.5 Pronouns. The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other.

8.6 No Amendments. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

8.7 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

8.8 Notices. All notices herein required shall be in writing and shall be delivered at the addresses appearing below, or such other address as a party may designate in writing. The delivering of a notice by hand delivery, overnight courier, or facsimile shall be deemed given on the business day in which such notices are actually received. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices shall be deemed to have been given five (5) business days after the date mailed.

If to Seller:

Parker Authority for Reinvestment
Attn: Randy Young, Executive Director
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Facsimile: (303) 840-9792

With a copy to:

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street #610
Denver, Colorado 80202
Telephone: (303) 825-6444
Facsimile: (303) 825-1269

If to Buyer:

Mainstreet Pier, LLC
19284 Cottonwood Drive
Suite 203
Parker, CO 80138
Telephone: 720-851-2881
Facsimile: 720-851-2928

8.9 Brokers' Fees. It is agreed and warranted by each party that no agent, person, or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and Property described therein.

8.10 Governing Law; Venue. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado, without giving regard to conflicts of laws principles. Should any legal action, suit, or proceeding be initiated by any party with regard to or arising out of this Agreement, such action shall be brought only in the Douglas County District Court, and each party hereby consents to the jurisdiction of such court as to all such actions.

8.11 Counterparts. This Agreement shall not be effective unless and until it is signed by Seller and a signed copy returned to Buyer. This Agreement may be executed in counterparts, each of which taken together shall be deemed one instrument. Facsimile or electronically transmitted signatures shall have the same force and effect as originals.

8.12 Entire Agreement. This Agreement constitutes the entire understanding, contract, and agreement between the parties as to the subject matters herein set forth, and this Agreement supersedes all prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the parties except as specifically expressed in writing, making reference to this Agreement and signed by all of the parties hereto agreeing to be bound thereby.

8.13 Neutral Interpretation. The provisions of this Agreement are the result of negotiation between Buyer and Seller and shall not be construed for or against either party based upon authorship.

8.14 Weekend and Holidays. In the event any deadline under the terms of this Agreement falls on a legal holiday or weekend, that deadline shall be extended to the first business day thereafter. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, any other day recognized as a holiday by the U.S. Government or the government of the State of Colorado, or any day upon which banks or similar financial institutions in the State of Colorado are generally closed.

8.15 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money and to deliver copies of all reports of the results of all tests, inspections and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

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

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY
Between Parker Authority for Reinvestment ("Seller") and
Mainstreet Pier, LLC ("Buyer").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado

By: _____

Mike Waid, Chair

ATTEST:

_____
Carol Baumgartner, Authority Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Authority Attorney

BUYER:

MAINSTREET PIER, LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

Fidelity National Title Insurance Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

[Attached]

(For informational purposes only) 19801 East Mainstreet, Parker, CO 80138-7386

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, PARKER CENTRAL AREA FILING NO. 1, RECORDED AT RECEPTION NO. 306437 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'51" EAST, A DISTANCE OF 2675.25 FEET;

THENCE SOUTH 51°07'17"EAST, A DISTANCE OF 2084.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING (2) COURSES:

1. SOUTH 79°48'40" EAST, A DISTANCE OF 219.00 FEET;
2. SOUTH 10°11'20" WEST, A DISTANCE OF 189.72 FEET;

THENCE DEPARTING SAID EASTERLY LINE NORTH 79°48'41" WEST, A DISTANCE OF 198.32 FEET;

THENCE NORTH 34°51'03" WEST, A DISTANCE OF 23.44 FEET;

THENCE NORTH 10°11'19" EAST, A DISTANCE OF 128.56 FEET;

THENCE NORTH 79°48'40" WEST, A DISTANCE OF 4.09 FEET TO THE WESTERLY LINE OF SAID LOT 1;

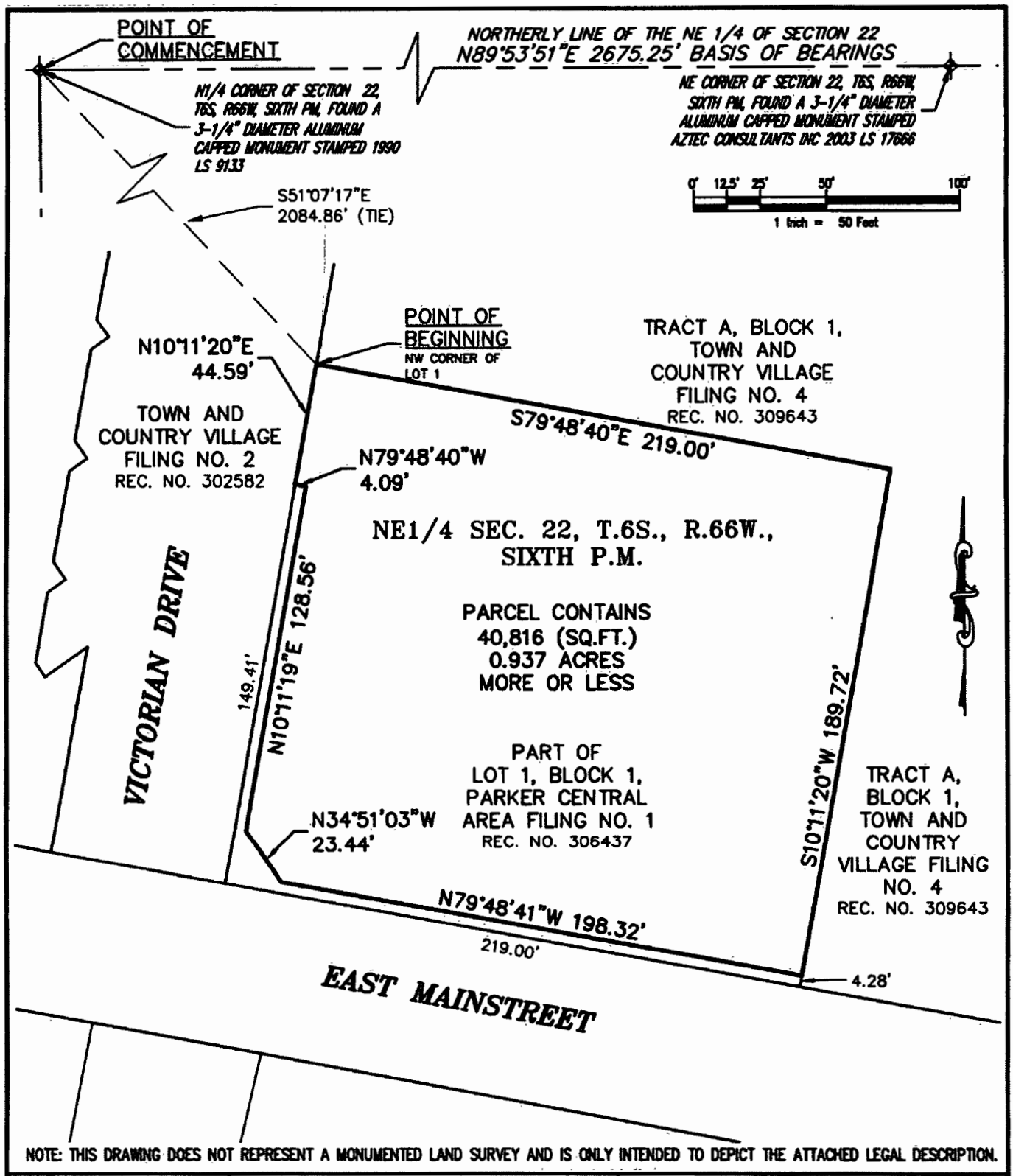
THENCE ALONG SAID WESTERLY LINE NORTH 10°11'20" EAST, A DISTANCE OF 44.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.937 ACRES, (40,816 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\24916-28\DWG\EXHIBITS\
DWG NAME: PARKER PLACE LD
DWG: DEC CHK:
DATE: 10/31/16
SCALE: 1" = 50'

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

EXHIBIT A
NE1/4 S22, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24916-28 2 OF 2 SHEETS

EXHIBIT B

DEED RESTRICTIONS

Repurchase Right. In order to promote the harmonious and orderly development of the Property along Mainstreet, the Property is conveyed to Buyer, its successors and assigns, for so long as it is used for the uses provided in the final approved and recorded Site Plan for the Property (the "**Intended Development**"). The development of the Property for the Intended Development is a material inducement for Seller entering into this Agreement and closing on the sale of the Property to Buyer. Accordingly, in the event the Closing occurs and either (i) a certificate of occupancy (temporary or otherwise) has not been issued for the hotel portion of the Intended Development on or before the date that is twelve (12) months after the date Buyer acquires title to the Property, subject to extension as provided herein; or (ii) the Intended Development ceases to operate for a period of six (6) consecutive months, subject to extension as provided herein; then in either such event, Seller shall have the option (the "**Repurchase Option**") to compel the owner(s) of the Property to sell the Property to Seller at the Purchase Price, as defined below. If Seller provides written notice to the owner of the Property stating that Seller is exercising Seller's Repurchase Option, Seller and the owner(s) of the Property shall have a binding contract for the sale by the owner to Seller, and the purchase by Seller from the owner of the Property on a date that is not more than ninety (90) days after the purchase price is determined, and otherwise on the terms set forth on **Exhibit B-1** (the "**Purchase and Sale Terms**"). The time periods set forth herein shall be tolled and the respective deadlines extended (a) during any periods that the owner of the Property is using commercially reasonable efforts to prosecute to completion any construction, reconstruction or remodeling undertaken to initially construct, or to repair, replace, expand or modify the Intended Development, including without limitation after a casualty or condemnation or to comply with any legal requirements not in existence as of the Closing; (b) during any period that a lender with a recorded security interest in the Property is diligently pursuing its remedies under its loan documents to resume operation of the Property, including without limitation the appointment of a receiver and/or the prosecution of foreclosure proceedings with reasonable diligence; and (c) during any period when the failure to operate is due to strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, vandalism, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of the property owner, for only so long as the owner of the Property is diligently attempting to remedy such condition.

Fair Market Value Determination. In the event Seller exercises its Repurchase Option prior to due to Buyer's failure to complete the initial construction of the Intended Development within the time period required hereunder, the Purchase Price for the Property shall be the lesser of (i) Fair Market Value, as determined herein; or (ii) $346,048.00. In the event Seller exercises its Repurchase Option after completion of the initial construction of the Intended Development pursuant to the terms herein, the Purchase Price shall be Fair Market Value, as determined herein, For a period not to exceed ten (10) days following delivery of notification from Seller stating that Seller is exercising Seller's Repurchase Option, Seller and the owner of the Property shall attempt in good faith to determine the Fair Market Value of the Property (the "**Negotiation Period**"). If the parties are unable to agree upon the Fair Market Value during the Negotiation Period, then within ten (10) days following the expiration of the Negotiation Period, each party

shall each select a Qualified MAI Appraiser (defined below). On or before the thirtieth (30th) day after the selection of the last of the two appraisers, the two appraisers shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Value. If the values determined by such appraisers are within ten percent (10%) of one another, using the lower value as the base amount, then the fair market value shall be the average of the two (2) appraisals. If the difference between the two (2) appraisals is more than ten percent (10%) of one another, using the lower value as the base amount, then the two (2) appraisers shall, within ten (10) days after receipt of the second appraisal, choose a third (3rd) Qualified MAI Appraiser, who shall appraise the Fair Market Value of the Property within thirty (30) days of being appointed. The Fair Market Value shall conclusively be deemed to be the average of the two (2) appraised values out of the three (3) that are closest to one another in amount. Each party shall pay the costs associated with the appraiser selected by such party, and the parties shall share equally the costs associated with a third appraiser, if necessary. For purposes of this Section, the term "Qualified MAI Appraiser" shall mean a Colorado licensed MAI (or, if such organization does not exist in the future, the organization recognized by the professional real estate appraisal industry in Colorado as being its closest successor or equivalent) appraiser in good standing in the state of Colorado, with experience in commercial real estate activities, including at least ten (10) years' experience as a commercial property appraiser, including experience appraising retail developments. The appraisers shall be instructed that "Fair Market Value" for this purpose shall mean the gross purchase price for the Property that a willing unrelated buyer would pay to a seller under no compulsion to sell, in an arms-length transaction, given the current state of construction, infrastructure, tenancy, market conditions, and these restrictions.

Maintenance Covenant. Buyer, its successors and assigns, shall maintain and repair, at its sole cost and expense, all landscape and improvements on the Property in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town of Parker's maintenance and repair of similar improvements in the Historic Center of the Greater Downtown Zoning District. Maintenance shall include but is not limited to: removal and replacement of dead trees and other landscaping; façade cleaning, repair and maintenance; sidewalk repair, lawn maintenance and irrigation repair; and repair and maintenance of proper and adequate lighting. If Buyer fails to maintain and repair, or to commence and thereafter diligently pursue completion of the maintenance and repair of, any such items within ten (10) days after notice thereof from the Town (or such additional period of time as may be reasonably required given the nature of such maintenance and/or repair, not to exceed thirty (30) days), then in addition to any other remedy the Town may have, the Town may do so and charge Buyer the reasonable costs of such acts.

Covenants Running With the Land. The foregoing Repurchase Option and Maintenance Covenant shall be recorded against the Property at Closing as a burden on the Property running with the land for a period of thirty (30) years after the date of the Deed in the form of a restriction on the Deed or other mutually acceptable agreement.

EXHIBIT B-1

PURCHASE AND SALE TERMS

Any repurchase of the Property as set forth herein shall be on the following additional terms and conditions (with "Buyer" in this Exhibit B-1 meaning and referring to the Town and "Seller" in this Exhibit B-1 meaning and referring to the owner(s) of the Property at the time of purchase):

1. Utilities and similar charges and credits shall be prorated to the date of transfer of the Property, and Buyer and Seller shall execute settlement sheets providing for such prorations and credits and showing the net amount to be paid by Buyer to Seller to account for the payment of the purchase price and for such credits and prorations. Real estate taxes and any other charges for which the Town is exempt shall not be prorated and shall remain the responsibility of Seller.
2. Buyer shall pay the purchase price, subject to adjustments as contemplated in herein to Seller by wire transfer or other immediately available funds.
3. Seller shall pay all state, county, and municipal transfer taxes, documentary stamps or other similar taxes or charges due incident to a transfer of title, and shall bear the cost of preparation of the required deed, and issuance of title insurance to Buyer as set forth below.
4. As a condition to Buyer's obligation to purchase the Property, Buyer and Seller shall cause a title company acceptable to Buyer to issue its unconditional written undertaking to insure Buyer's title to the Property in the condition required below.
5. Seller shall convey the Property to Buyer (or such other entity as Buyer shall designate to take title to the Premises) by Special Warranty Deed with covenants against grantor's acts, free and clear of all liens and encumbrances except those approved by Buyer, and Seller shall cause to be paid off and released all mortgage liens and monetary encumbrances.
6. Seller and Buyer shall each execute and deliver such additional documents and take such other actions as either shall reasonably request to close the transaction in the manner contemplated hereby and otherwise as would be typical for transactions of this type in the County and State in which the Property is located.

EXHIBIT 4

THIRD AMENDMENT TO COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT FOR ADMINISTRATIVE SERVICES

THIS THIRD AMENDMENT TO COOPERATION AGREEMENT (the "Second Amendment") dated as of the ____ day of December, 2016, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

A. The Town and the Authority entered into the Cooperation Agreement for Administrative Services on August 21, 2006 (the "Cooperation Agreement").

B. The Town and the Authority entered into the First Amendment to Cooperation Agreement for Administrative Services on June 4, 2012 (the "First Amendment").

C. The Town and the Authority entered into the Second Amendment to Cooperation Agreement for Administrative Services on March 17, 2014 (the "Second Amendment").

D. The Town and the Authority now desire to enter into this Third Amendment to Cooperation Agreement for Administrative Services to memorialize the repayment of a portion of the funds advanced by the Town to PAR for the Property Acquisition Cost and to further memorialize the manner in which the balance of the Property Acquisition Cost will be repaid to the Town.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Second Amendment to Cooperation Agreement as follows:

Section 1. Paragraph 3.1 of the Cooperation Agreement, as amended by the First Amendment, is further amended to read as follows:

> 3.1 An amount not to exceed $500,000 of projected Sales and Property Tax Revenues from the plan areas described in Paragraph 6.0 of this Second Amendment may be advanced by the Town to the Authority through December 31, 2016, of which $200,000 may be used by the Authority for costs incurred by the Authority for its staffing and consultants in connection with the projects in the plan areas designated by the Town or in any future urban renewal area designated in an adopted urban renewal plan, and of which $300,000 may be used by the Authority to fund the "Business in Transition Program." The further amount of $950,000 was advanced by the Town for the purpose of acquiring certain property located within the Parker Central Area Reinvestment Plan Area (the "Property Acquisition Cost") for a total combined advancement amount not to exceed $1,450,000. Such amounts shall be paid directly to the Authority by the Town

and shall be disbursed by the Authority as it deems prudent and necessary for such purposes; provided that, upon the sale of the real property that is the subject of the Property Acquisition Cost, the amount of Three Hundred Forty-Six Thousand Forty-Eight Dollars ($346,048) shall be paid to the Town within sixty (60) days of the date of such sale. Any amounts so advanced by the Town shall be an Obligation of the Authority within the meaning of the Cooperation Agreement, as amended, and within the meaning of C.R.S. § 31-25-109. Such amounts as are advanced shall be payable to the Town from future Sales and Property Tax Revenues, subject to an annual appropriation by the Board of Commissioners of the Authority. Provided, however, the repayment of the balance of the Property Acquisition Cost shall be due and payable from the projected Sales and Property Tax Revenues generated from the real property that is the subject of the Property Acquisition Cost following PAR's full satisfaction of the Tax Increment Financing Reimbursement Agreement entered into between PAR and Mainstreet Pier, LLC, on December 5, 2016. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town.

Section 2. This Third Amendment to Cooperation Agreement shall not go into effect unless and until the real property that is the subject of the Property Acquisition Cost is sold to Mainstreet Pier, LLC, except that this third Amendment shall be deemed to be notice by PAR to the Town of PAR's intention to accept the proposal of Mainstreet Pier, LLC, within the meaning of C.R.S. § 31-25-106(2), as more particularly described in the Agreement for Sale and Purchase of Real Property between PAR and Mainstreet Pier, LLC, and subject to the applicable terms and conditions set forth in the Comprehensive Development Agreement entered into between PAR, the Town, and Mainstreet Pier, LLC.

Section 3. The Cooperation Agreement has not been amended, except as provided in the First Amendment, Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

Attest:

_____
Carol Baumgartner, Town Clerk

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

PARKER AUTHORITY FOR REINVESTMENT

By: _____
Mike Waid, Chairman

Attest:

_____
Carol Baumgartner, Authority Clerk

EXHIBIT 5

PARKER AUTHORITY FOR REINVESTMENT
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016, by and between the Parker Authority for Reinvestment ("PAR"), and Mainstreet Pier, LLC, a Colorado limited liability company (the "Developer") (collectively referred to herein as the "Parties").

WHEREAS, PAR is carrying out the Parker Central Area Reinvestment Plan (the "Plan") and is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, (the "Act") to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight;

WHEREAS, the Act requires that the Plan shall afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area defined in the Plan by private enterprise;

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to persons who reside within PAR boundaries, to businesses within the PAR boundaries, and to owners of property within PAR boundaries;

WHEREAS, the Developer has obtained site plan approval from the Planning Commission of the Town of Parker (the "Town") for a project generally described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (as so approved, such facility is referred to herein as the "Development Project"), generally located on property at the northeast intersection of Mainstreet and Victorian Drive within the Town as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Property"), which Property is within the PAR boundaries of the Parker Central Area included in the Plan;

WHEREAS, in accordance with the Act and the Plan, PAR desires to assist the Developer in making a number of improvements to the Property, which shall contribute to better utilization of a previously under-utilized parcel, act as a catalyst for new development and redevelopment, create new local jobs, and which Project requires funding as set forth herein in order for the Development Project as proposed to be feasible;

WHEREAS, PAR further finds that the Development Project shall improve the public appearance of the Property, remedy its deterioration, and attract other desirable uses within the Parker Central Area;

WHEREAS, the Developer will expend funds as part of the redevelopment of the Property by constructing the Development Project to assist in remedying blight and preventing future blight in the area, and PAR desires to assist in providing such limited reimbursement directed towards blight prevention and elimination; and

WHEREAS, pursuant to the Act, PAR desires to reimburse the Developer for certain expenditures which contribute to remedying blight and preventing future blight in the area by paying to the Developer fifty percent (50%) of the property tax increment as defined herein

generated from the Property up to the maximum amount of Three Hundred Thirty-Seven Thousand Eight Hundred Twenty-Five and 00/100 Dollars ($337,825.00) (the "Maximum Reimbursement Amount"), pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in order to promote redevelopment and eliminate blight within the boundaries of the Plan, and in consideration of the promises herein contained, the Parties hereby agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated in this Agreement to the same extent as if fully set forth herein.

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. "Property Tax Increment" means the amount of property taxes paid to Douglas County for the Property, not including personal property taxes, and then remitted to PAR by the Douglas County Treasurer, pursuant to the Act, over and above the amount of such taxes collected each year from the base assessed value last certified to Douglas County for the Property, prior to PAR's implementation of property tax increment financing for the Property as authorized by the Act and the Plan.

b. "Eligible Improvements" shall mean and refer to Developer's improvements to the Property as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference, which PAR finds and determines will assist in remedying blight and preventing future blight in the area.

3. Developer's Construction of Development Project and Eligible Improvements. Upon Developer's completion of construction of the Development Project on or before the date that is twelve (12) months after the date Developer acquires title to the Property, subject to any extensions provided in that certain Agreement for Sale and Purchase of Real Property between the Parties dated November 7, 2016, Developer shall be entitled to the benefits set forth in this Agreement. Completion of the Development Project shall be deemed to have occurred upon issuance of a certificate of occupancy for the Development Project by the Town. PAR and Developer agree that the Development Cost includes Eligible Improvements and the payment of Relocation Benefits to assist in remedying blight and preventing future blight in the area, and that the total cost of such Eligible Improvements and Relocation Benefits exceeds the Maximum Reimbursement Amount, but that PAR's obligations to reimburse the Developer is limited to the Maximum Reimbursement Amount hereunder as set forth in Section 5.

4. Property Tax Increment Reimbursement. As an inducement to the Developer to complete the Development Project, PAR agrees to collect, set aside, deposit into a special fund established in accordance with the Act, and thereafter pay to the Developer, on the percentage basis identified herein, the Property Tax Increment generated by the Property to a maximum aggregate amount set forth in Section 5 of this Agreement. Such reimbursement payment shall be subject to the following:

a. While this Agreement is in effect, and following the issuance of a certificate of occupancy for the Development Project, within ten (10) days after making

such payment to the Douglas County Treasurer as set forth herein, the Developer will notify PAR in writing pursuant to Section 10.f. of this Agreement of the amounts that the Developer has remitted to the Douglas County Treasurer for payment of all property taxes levied on the Property and improvements thereon. Commencing on completion of the Development Project, PAR shall pay to the Developer fifty percent (50%) of all Property Tax Increment generated annually by the Property as defined herein, including all taxable improvements as received by PAR. Such payments shall be made within thirty (30) days of receipt of each Property Tax Increment payment by PAR from Douglas County.

b. If, in any year, no Property Tax Increment is generated by the Property and received by PAR, no amount shall be due to the Developer from PAR for that year.

5. Maximum Reimbursement. In no event shall the total amount paid by PAR to the Developer hereunder exceed the total amount of Three Hundred Thirty-Seven Thousand Eight Hundred Twenty-Five and 00/100 Dollars ($337,825.00), which amount is the Maximum Reimbursement Amount to be paid by PAR to the Developer pursuant to this Agreement.

6. Term. The term of this Agreement shall be the first to occur of payment in full of the Maximum Reimbursement Amount or that date that is five (5) years from the completion of the Development Project in accordance with Section 3 of this Agreement. Upon such termination, the Parties' obligations hereunder shall terminate.

7. Inspection. The Developer agrees to permit officials or representatives from PAR to inspect the Property at any reasonable time to determine whether the Eligible Improvements have been commenced or completed as set forth in this Agreement.

8. Compliance with Law; Additional Applications. In carrying out its obligations under this Agreement, the Developer agrees to comply with all applicable laws, including Town ordinances and building codes. Nothing in this Agreement shall preclude the Developer, its affiliates, or members from applying for additional reimbursement or other assistance for any other development project on any property within the area covered by the Plan.

9. Appropriation; Multiple-Year Contract. PAR shall comply with the provisions of C.R.S. § 29-1-110 that authorizes multiple-year contracts, and, if required by law, shall include in its budget each year while this Agreement is in effect sufficient funds to meet its reimbursement obligation under this Agreement. The Parties agree that pursuant to the provisions of the Act and the decision in the case of Olson v. City of Golden, 53 P.3d 747 (Colo. App. 2002), PAR is authorized to enter into multiple-year agreements with private parties for the purpose of redevelopment. The consideration for entering into this Agreement includes the expectation that the reimbursement obligation of PAR is a multiple-year contract and can be enforced as such.

10. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court of Douglas County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

c. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Developer and PAR, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement. None of the professionals, contractors, or subcontractors hired by the Developer shall be intended third-party beneficiaries of this Agreement.

e. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Developer and the Town acting pursuant to PAR authorization.

f. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States mail, addressed to:

PAR:	Parker Authority for Reinvestment 20120 East Mainstreet Parker, CO 80134
With a copy to:	Corey Hoffmann, Esq. Hoffmann, Parker, Wilson & Carberry, PC 511 16th Street, Suite 610 Denver, CO 80202
Developer:	Mainstreet Pier, LLC Attn: Mike May 19284 Cottonwood Drive, Suite 203 Parker, CO 80138

g. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

h. Modification. This Agreement may only be modified upon written agreement of the Parties.

i. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties may be assigned without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however,

after the Developer has completed construction of the Development Project, this provision shall no longer apply to the Developer or its successors and assigns, except that the Developer shall notify PAR pursuant to Section 10.f. of this Agreement of any change of ownership or address for the purpose of making payments required under this Agreement.

j. Governmental Immunity. PAR, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to PAR and its officers or employees.

k. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Parties' legal or equitable remedies, or the period in which such remedies may be asserted; provided, however, damages payable by PAR shall be limited to the Maximum Reimbursement Amount, plus statutory interest.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

PARKER AUTHORITY FOR REINVESTMENT

By: _____
Mike Waid, Chairman

Attest:

_____
Carol Baumgartner, Authority Clerk

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

DEVELOPER: MAINSTREET PIER, LLC

By: _____

_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, as Manager of, Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A

Project Description

The applicant is proposing to demolish the existing building and construct a four-story 51,314-sq.-ft. boutique hotel with ground-floor retail. The boutique hotel will have fifty-one (51) rooms and approximately 14,476 sq. ft. of restaurant/ retail space.

EXHIBIT B

Property Description

[Attached]

(For informational purposes only) 19804 East Mainstreet, Parker, Colorado 80138-7386

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, PARKER CENTRAL AREA FILING NO. 1, RECORDED AT RECEPTION NO. 306437 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'51" EAST, A DISTANCE OF 2675.25 FEET;

THENCE SOUTH 51°07'17"EAST, A DISTANCE OF 2084.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING (2) COURSES:

1. SOUTH 79°48'40" EAST, A DISTANCE OF 219.00 FEET;
2. SOUTH 10°11'20" WEST, A DISTANCE OF 189.72 FEET;

THENCE DEPARTING SAID EASTERLY LINE NORTH 79°48'41" WEST, A DISTANCE OF 198.32 FEET;

THENCE NORTH 34°51'03" WEST, A DISTANCE OF 23.44 FEET;

THENCE NORTH 10°11'19" EAST, A DISTANCE OF 128.56 FEET;

THENCE NORTH 79°48'40" WEST, A DISTANCE OF 4.09 FEET TO THE WESTERLY LINE OF SAID LOT 1;

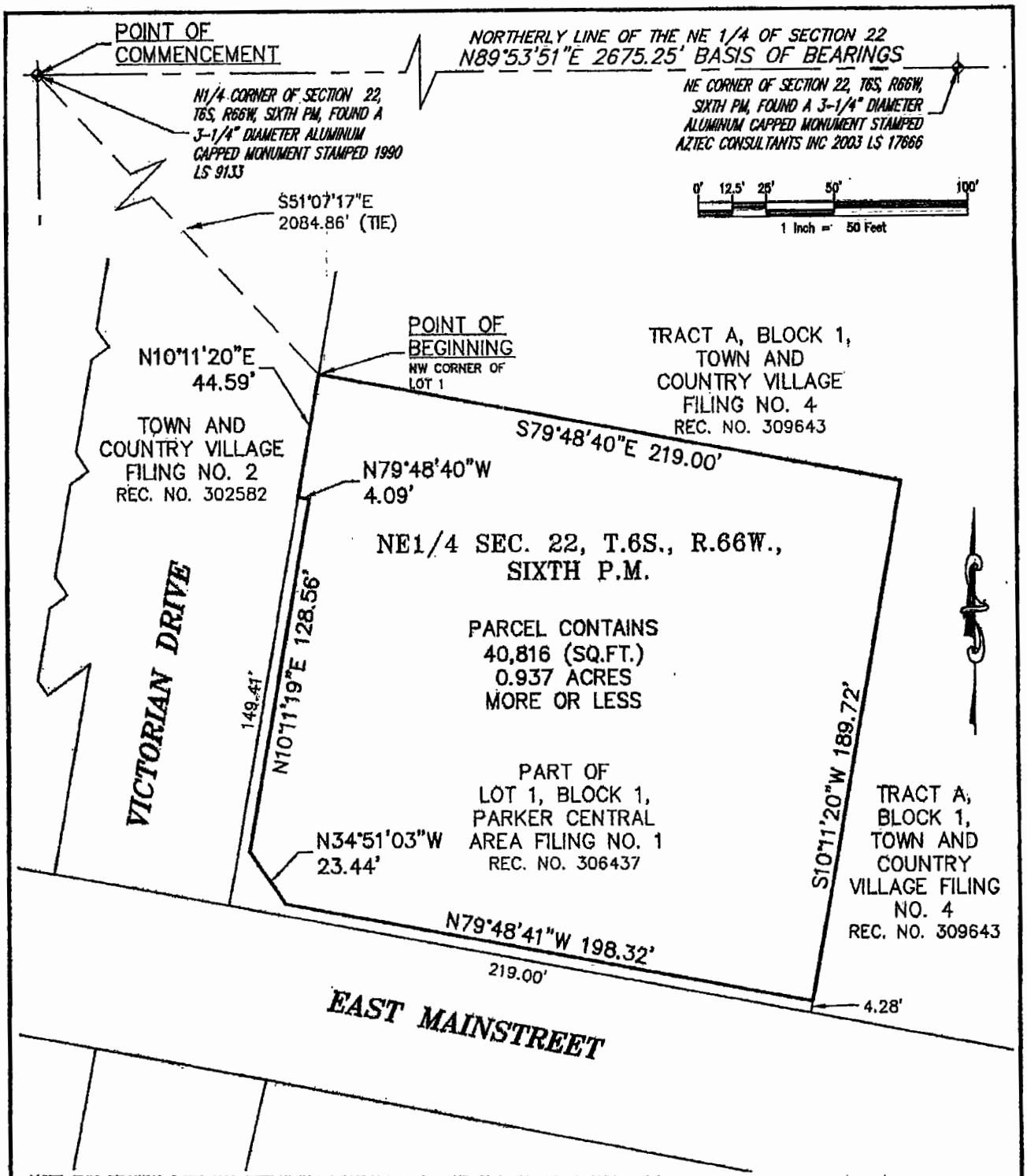
THENCE ALONG SAID WESTERLY LINE NORTH 10°11'20" EAST, A DISTANCE OF 44.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.937 ACRES, (40,816 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT B



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

PATH: Q:\24916-28\DWG\EXHIBITS\
DWG NAME: PARKER PLACE LD
DWG: DEC CHK:
DATE: 10/31/16
SCALE: 1" = 50'

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

EXHIBIT B
NE1/4 S22, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 24916-28
2 OF 2 SHEETS

EXHIBIT C

Eligible Improvements

1. Design changes to enhance the public appeal in excess of design standards
2. Sidewalk improvements
3. Landscape improvements
4. Demolition of existing structure
5. Site/street lighting
6. Site furnishings (benches, trash cans, bike racks)
7. Public art

EXHIBIT 6

SITE PLAN DEVELOPMENT AGREEMENT FOR PARKER PLACE HOTEL IMPROVEMENTS

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 201_, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and Mainstreet Pier, LLC, a Colorado limited liability (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Lot 1, Block 1, County of Douglas, State of Colorado (the "Property").

B. The Site Plan approval for the Property is subject to the Developer's faithful performance of all of the duties contained within this Development Agreement.

AGREEMENT

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

1. Public Improvements. The Developer shall construct the improvements to the Property, as described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Public Improvements"). The Developer agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the Public Improvements, in the event of a default.

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

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

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

3. Public Improvements and Warranty. All _____, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering of the Town and the costs of these Public Improvements, are set forth on **Exhibit B**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering of the Town.

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

a. Public Improvements shall be free from any security interest or other lien or encumbrance; and

b. The Public Improvements shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

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

4. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of

such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

5. Completion of Public Improvements. The obligations of the Developer provided for in this Agreement, including the inspections hereof, shall be performed prior to the issuance of any certificate of occupancy, temporary or otherwise, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Public Works Director or his designee shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications.

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

7. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements, as set forth in Exhibit B, to secure the final completion of the Public Improvements. The letter of credit shall be substantially in the form and content as set forth in **Exhibit C**, which is attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney.

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

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

8. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer

shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 7 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Parker
Attn: Director of Community Development
20120 E. Mainstreet
Parker, Colorado 80138

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

Notice to Developer: Mainstreet Pier, LLC
Attn: Mike May
19284 Cottonwood Drive, Suite 203
Parker, CO 80138

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

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

21. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

22. Title and Authority. The Developer expressly warrants and represents that the undersigned individuals have full power and authority to enter into this Development Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF PARKER, COLORADO

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

DEVELOPER: MAINSTREET PIER, LLC, a Colorado limited liability company

By: _____
_____, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____ as of Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT A

[To be prepared in the future.]

EXHIBIT B

[To be prepared in the future.]

EXHIBIT C

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [*Type in bank name.*]
Letter of Credit No.: [*Type LOC number.*]
Amount: [*Type in aggregate amount.*]

Issuance Date: [*Type LOC issuance date.*]
Expiry Date: [*Type LOC expiration date.*]
Name of Developer: [*Type in name of developer.*]

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

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

or

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

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the

U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

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

Very truly yours,
[*Name of Bank*]

By: _____
Signature of Authorized Signing Officer

_____
Print Name
[Signature <u>Must</u> Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

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

Date: _____

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

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

By: _____
_____, Mayor
Town of Parker

EXHIBIT 7

TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER PLACE HOTEL

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Mainstreet Pier, LLC, a Colorado limited liability company (the "Owner"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town adopted Chapter 4.02 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of retail sales tax-generating business within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by business and residents of the Town, thus further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the new business described in **Exhibit A** (the "New Business"), which is attached hereto and incorporated by this reference, generally located at the northeast corner of Victorian Drive and Mainstreet and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Owner also desires to participate in the TAP Program to share in the building permit fees and construction use taxes collected by the Town during the construction permitting process for the initial construction of the core and shell and for finish build out of the New Business on the Property, to the extent allowed in this Agreement.

D. The Owner shall be deemed the record owner of the real property upon which the New Business is located and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Business is operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before the date that is twelve (12) months after the date Developer acquires title to the Property, subject to any extensions provided in that certain Agreement for Sale and Purchase of Real Property between the Owner and the Parker Authority for Reinvestment dated November 7, 2016 (the "Purchase Agreement") (the "Condition

Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as **Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the date that the hotel portion of the New Business is open to the public and the completion of construction of the Improvements in accordance with the plans approved by the Town, which results in the execution of the Certificate of Compliance by the Town and the Owner, and shall terminate one (1) year from the date in which the Certificate of Compliance has been executed by the Town and the Owner; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one- (1-) year terms. The term of this Agreement may be renewed by up to nine (9) additional one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

2. Qualification of Property for the TAP Program. The Town agrees that the New Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the New Business located on the Property:

a. The applicable "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Seven Thousand Nine Hundred Fourteen and 20/100 Dollars ($7,914.20) a year for the ten (10) one-year terms (excluding the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in accordance with the following schedule, subject to the Maximum Eligible Amount set forth in Section 2.d. below:

(i) Year One: Seventy-five percent (75%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax;

(ii) Year Two: Seventy percent (70%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax;

(iii) Year Three: Sixty-five percent (65%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax;

(iv) Year Four: Sixty percent (60%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax; and

(v) Years Five through Ten: Fifty-five percent (55%) of Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax.

The Owner shall also share in building permit fees, which include plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial construction of the New Business on the Property. The amount of the Fee Repayment shall be sixty percent (60%) of the building permit fees, which include plan check fees, and construction use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the New Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in **Exhibit C**. The Fee Repayment will be paid to the Owner upon the execution of the Certificate of Compliance by the Town and the Owner, and proof of payment and lien waivers for the Improvements. The maximum period of time that this Agreement shall be in effect is ten (10) years (commencing on the date of execution of the Certificate of Compliance by the Town and the Owner as described in Paragraph 1.b.) or until the maximum sum of One Million Seventy-Seven Thousand One Hundred Thirty-One and 00/100 Dollars ($1,077,131.00) (the "Maximum Eligible Amount") derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the Maximum Eligible Amount (whether or not the maximum time set forth has expired).

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes and Fee Repayment subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express written consent and authorization of the Parker Town Council, and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes and Fee Repayment proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year. Each year, the Town Finance Director shall include in the budget presented to the Town Council pursuant to the Parker Home Rule Charter and the Parker Municipal Code, the appropriation of the Enhanced Sales Tax Shareback for payment to the Owner as provided in this Agreement. Nothing in this Agreement shall be construed as obligating the Town Council to appropriate the Enhanced Sales Tax Shareback in any fiscal year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the first certificate of occupancy (temporary or otherwise) for the hotel portion of the New Business and the probationary acceptance of the

Improvements by the Town, as provided by the Parker Municipal Code on or before the date that is twelve (12) months after the date Developer acquires title to the Property, subject to any extensions provided in the Purchase Agreement. In the event that the Condition Precedent has not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

7. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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, 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, and the parties shall cooperate to cure any legal defects in this Agreement or the TAP Program.

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

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

Notice to the Town:	Town Administrator Town of Parker 20140 East Mainstreet Parker, Colorado 80138
Notice to the Owner:	Mainstreet Pier, LLC 19284 Cottonwood Drive Suite 203 Parker, Colorado 80138

10. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This

Agreement may be amended by written agreement between the Owner and the Town acting pursuant to Town Council authorization, as provided by the Ordinance.

11. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PROPERTY OWNER: MAINSTREET PIER, LLC, a Colorado limited liability company

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as Manager of Mainstreet Pier, a Colorado limited liability company

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT LIST

Exhibit A	New Business Defined
Exhibit B	Legal Description of the Property
Exhibit C	Improvements
Exhibit D	Certificate of Compliance
Exhibit E	Base Amount

EXHIBIT A

NEW BUSINESS DEFINED

Mainstreet Pier, LLC, will demolish the existing building and construct a four-story, 51,314-sq.-ft. boutique hotel with ground-floor retail. The hotel will have fifty-one (51) rooms and there will be approximately 14,000 sq. ft. of retail space. The total project costs for this project exceed Twelve Million and 00/100 Dollars ($12,000,000.00) and the hotel/restaurant operations will employ fifty (50) individuals when fully operational.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

[Attached]

(For information purposes) only 19801 East Mainstreet, Parker, Colorado 80138-7386

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, PARKER CENTRAL AREA FILING NO. 1, RECORDED AT RECEPTION NO. 306437 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'51" EAST, A DISTANCE OF 2675.25 FEET;

THENCE SOUTH 51°07'17"EAST, A DISTANCE OF 2084.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING (2) COURSES:

1. SOUTH 79°48'40" EAST, A DISTANCE OF 219.00 FEET;
2. SOUTH 10°11'20" WEST, A DISTANCE OF 189.72 FEET;

THENCE DEPARTING SAID EASTERLY LINE NORTH 79°48'41" WEST, A DISTANCE OF 198.32 FEET;

THENCE NORTH 34°51'03" WEST, A DISTANCE OF 23.44 FEET;

THENCE NORTH 10°11'19" EAST, A DISTANCE OF 128.56 FEET;

THENCE NORTH 79°48'40" WEST, A DISTANCE OF 4.09 FEET TO THE WESTERLY LINE OF SAID LOT 1;

THENCE ALONG SAID WESTERLY LINE NORTH 10°11'20" EAST, A DISTANCE OF 44.59 FEET TO THE **POINT OF BEGINNING**.

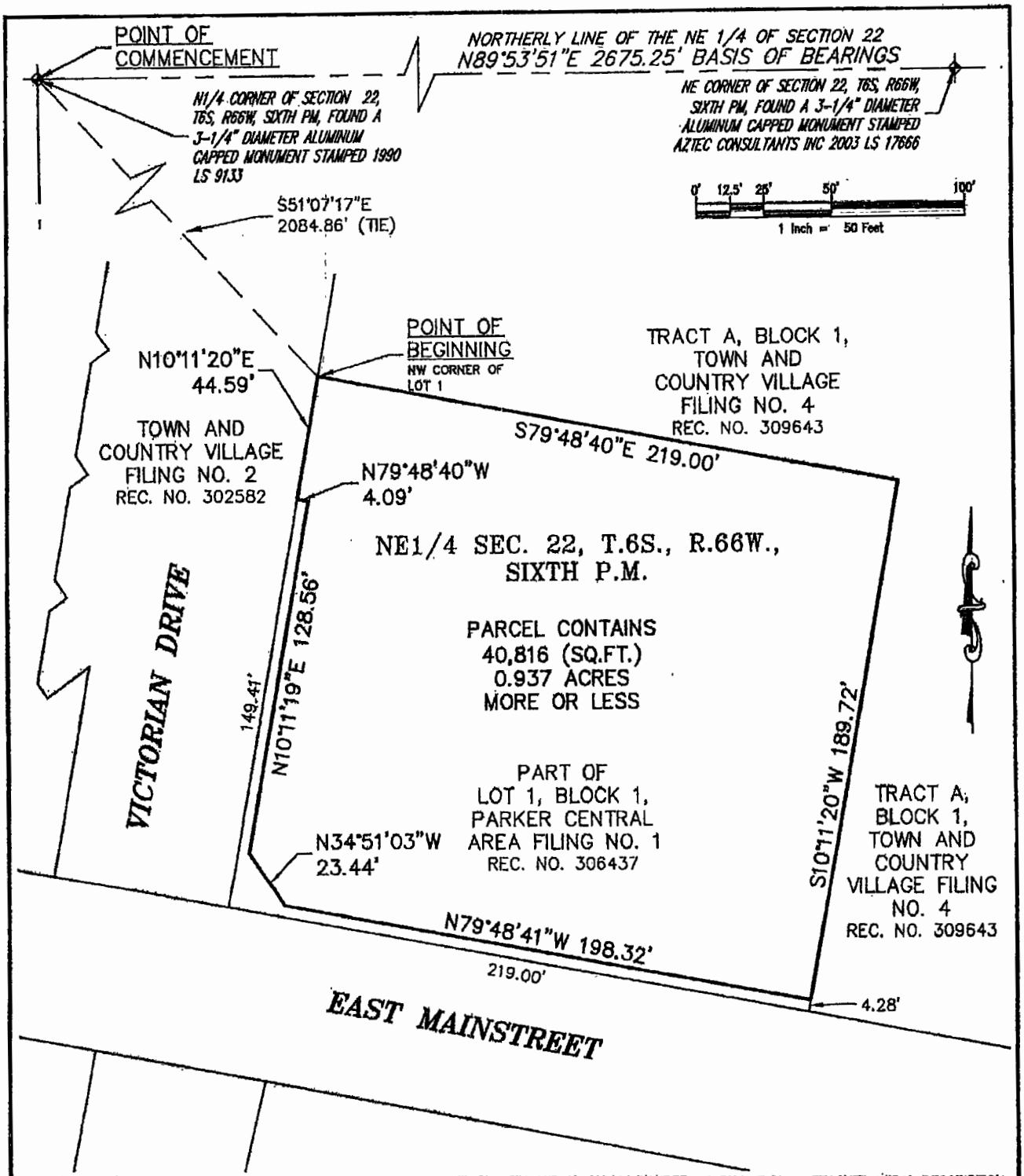
CONTAINING AN AREA OF 0.937 ACRES, (40,816 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO SEAL DEAN E. CATES 22561 11/1/16 PROFESSIONAL LAND SURVEYOR

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT B



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

PATH: Q:\24916-28\DWG\EXHIBITS\ DWG NAME: PARKER PLACE LD DWG: DEC CHK: DATE: 10/31/16 SCALE: 1" = 50'	AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	EXHIBIT B NE1/4 S22, T6S, R66W, SIXTH PM DOUGLAS COUNTY, COLORADO JOB NUMBER 24916-28 2 OF 2 SHEETS

EXHIBIT C

IMPROVEMENTS

The Improvements, which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement," include the redevelopment of an underdeveloped property in the Town of Parker, will exceed Twelve Million Dollars and 00/100 ($12,000,000.00). The redevelopment will include the demolition of the existing building and construction of a new four-story, 51,314-sq.-ft. boutique hotel with ground-floor retail. The hotel will have fifty-one (51) rooms and there will be approximately 14,000 sq. ft. of retail space. The total project will employ fifty (50) individuals in the hotel/restaurant operations.

The following is a list of the eligibility criteria that the project satisfies:

- Redevelops an area or building in the Town
- Enhances a vibrant and unique downtown
- Creates new sales tax
- Contributes to the diversity of jobs and employment opportunities
- Represents retail diversity
- Growth and expansion of an existing business in Parker

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and Mainstreet Pier, LLC, in connection with that certain Tax and Fee Assistance Program Agreement for Parker Place Hotel, dated _____, 2016 (the "Agreement"), that:

The Conditions Precedent described in Paragraph 5. of the Agreement were fully satisfied on or before the date that is twelve (12) months after the date Developer acquired title to the Property, subject to any extensions provided in the Purchase Agreement.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this _____ day of_____, 201_.

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____
_____, Town Clerk

OWNER: MAINSTREET PIER, LLC, a Colorado limited liability company

_____
_____, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, as Manager of Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT E

BASE AMOUNT

YEAR 1		**YEAR 2**	
Month #1	$659.51	Month #1	$659.51
Month #2	659.51	Month #2	659.51
Month #3	659.51	Month #3	659.51
Month #4	659.51	Month #4	659.51
Month #5	659.52	Month #5	659.52
Month #6	659.52	Month #6	659.52
Month #7	659.52	Month #7	659.52
Month #8	659.52	Month #8	659.52
Month #9	659.52	Month #9	659.52
Month #10	659.52	Month #10	659.52
Month #11	659.52	Month #11	659.52
Month #12	659.52	Month #12	659.52
Total Annual Base	$7,914.20	Total Annual Base	$7,914.20
YEAR 3		**YEAR 4**	
Month #1	$659.51	Month #1	$659.51
Month #2	659.51	Month #2	659.51
Month #3	659.51	Month #3	659.51
Month #4	659.51	Month #4	659.51
Month #5	659.52	Month #5	659.52
Month #6	659.52	Month #6	659.52
Month #7	659.52	Month #7	659.52
Month #8	659.52	Month #8	659.52
Month #9	659.52	Month #9	659.52
Month #10	659.52	Month #10	659.52
Month #11	659.52	Month #11	659.52
Month #12	659.52	Month #12	659.52
Total Annual Base	$7,914.20	Total Annual Base	$7,914.20
YEARS 5 - 10			
Month #1	$659.51		
Month #2	659.51		
Month #3	659.51		
Month #4	659.51		
Month #5	659.52		
Month #6	659.52		
Month #7	659.52		
Month #8	659.52		
Month #9	659.52		
Month #10	659.52		
Month #11	659.52		
Month #12	659.52		
Total Annual Base	$7,914.20		

EXHIBIT 8

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the TOWN OF PARKER, COLORADO (the "Town"), PARKER AUTHORITY FOR REINVESTMENT ("PAR") and MAINSTREET PIER, LLC (the "Developer"), in connection with that certain Comprehensive Development Agreement for Parker Place Hotel dated _____ __, 2016 (the "Development Agreement"), that:

1. The Conditions Precedent described in Paragraph 2 of the Development Agreement were fully satisfied on or before _____ __, 201_ (the "PAR Conditions Deadline").

2. The Conditions Precedent described in Paragraph 3 of the Development Agreement were fully satisfied on or before _____ __, 201_ (the "Town Conditions Deadline").

3. The Conditions Precedent described in Paragraph 4 of the Development Agreement were fully satisfied on or before _____ __, 201_ (the "Developer Conditions Deadline").

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this _____ day of _____, 201_.

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER AUTHORITY FOR REINVESTMENT

By: _____
_____, Chair

ATTEST:

_____
Carol Baumgartner, Authority Clerk

DEVELOPER: MAINSTREET PIER, LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____ as _____ of Mainstreet Pier, LLC.

My commission expires: _____

(S E A L)

_____
Notary Public