

JANUARY 22, 2019 MEETING CONTINUED TO JANUARY 28, 2019
DUE TO LACK OF A QUORUM
TOWN OF PARKER COUNCIL AGENDA
January 22, 2019

Notes:

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**
 - A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
 - B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
 - C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
2. **SPECIAL PRESENTATIONS**
3. **PARKER CHAMBER OF COMMERCE UPDATES**
4. **PUBLIC COMMENTS** 3 Minute Limit (No action will be taken on these items)
5. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**
6. **CONSENT AGENDA**

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

 - A. **APPROVAL OF MINUTES - January 7, 2019**

B. *ORDINANCE NO. 9.267.2 - First Reading*

A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

Second Reading: February 4, 2019

C. *ORDINANCE NO. 1.527 - First Reading*

A Bill for an Ordinance to Approve the Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and Between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the Cities/Towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo and Limon

*Department: Police Department, David King
Police Department, Jim Tsurapas*

Second Reading: February 4, 2019

D. *RESOLUTION NO. 19-006*

A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Radiant Circle Apartment Investors LLC, for a Portion of Lot 1, Block 1, Pine Bluffs Filing No. 2

Department: Engineering/Public Works, Alex Mestdagh

E. *RESOLUTION NO. 19-007*

A Resolution to Appoint Regular Members to, and Fill Two Vacancies of, the Parker Cultural and Scientific Commission, and to Appoint the Chair

Department: Cultural, Elaine Mariner

F. *CONTRACTS OVER \$100,000*

1. *Trade Contractor Agreement for General Contracting Services for the Schoolhouse Plaza and Parking Lot Project*

Amount: \$1,446,338.72

Contractor: Iron Woman Construction and Environmental Services, LLC

Department: Engineering and Public Works, Bob Exstrom

7. **TOWN ADMINISTRATOR**

- **Winter 2019 TA Report**

8. **ORDINANCES**

A. **ORDINANCE NO. 1.526 - Second Reading**

A Bill for an Ordinance Conveying Certain Real Property by Easement to the Parker Water and Sanitation District for the Installation of Water and Sewer Pipeline on a Portion of Lot 1B, Mainstreet Center, 1st Amendment

Department: Engineering and Public Works, Alex Mestdagh

B. **ORDINANCE NO. 9.284 - Second Reading**

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the City of Aurora and the Town of Parker Regarding the Design, Construction, Ownership and Maintenance of Kings Point Way

Department: Engineering and Public Works, Chris Hudson

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

January 22, 2019

“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. First Amendment to Service Plan for Chambers Highpoint Metropolitan Districts Nos. 1-2
2. Proposed 4th Amendment to the Cottonwood Highlands Annexation Agreement.
3. Proposed listing agreement for Town properties (My Mainstreet)

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

4. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354

**TOWN OF PARKER COUNCIL
MINUTES
JANUARY 7, 2019**

Mayor Mike Waid called the meeting to order at 5:43 P.M.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were six (6) items. Under C.R.S. § 24-6-402(4)(e) there was one (1) item which was a proposed Intergovernmental Agreement between the Town and the City of Aurora concerning the design, construction and maintenance of Kings Point Way; under C.R.S. § 24-6-402(4)(b) there were five (5) items, the first was to receive legal advice on specific legal questions concerning Colo. Rev. Stat. Section 31-12-106(1) (Enclave annexation); the second was to receive legal advice on specific legal questions concerning Article XXIX of the Colorado Constitution and its application to home rule municipalities; the third was to receive legal advice on specific legal questions concerning Section 2.10 and 15.10 of the Parker Home Rule Charter (special election questions/charter amendments); the fourth was to receive legal advice on specific legal questions concerning Ironstone Condominium at Stroh Ranch Association et al., v. Town of Parker, et al., Douglas County District Court, Case No. 2018CV30050; and the fifth was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354.

EXECUTIVE SESSION

Josh Rivero moved and John Diak seconded to go into Executive Session at 5:45 P.M. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Jeff Toborg moved and John Diak seconded to recess the Executive Session at 6:57 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid introduced Mary Joyce Landry and announced that Mary Joyce asked to be Mayor for the Day.

Mary Joyce led the Town Council and audience in the Pledge of Allegiance.

Mayor Waid then reconvened the meeting at 7:09 P.M.

SPECIAL PRESENTATIONS

See the Regular Meeting above.

PARKER CHAMBER OF COMMERCE UPDATES - None.

DOWNTOWN BUSINESS ALLIANCE UPDATES - None.

PUBLIC COMMENTS

The following individuals addressed the Town Council:

- Kory Nelson, 2139 E. Wanderlust Place
- Dave Usechek, 12713 Buckhorn Creek
- R. J. O'Connor, 19085 E. Oak Creek Place
- Ron Meier, 12888 Ironstone Way

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings attended since the last Town Council meeting. It was noted that the Town Council Retreat will be held on Friday, January 11, 2019.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - December 17, 2018*
- B. *ORDINANCE NO. 1.526 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to the Parker Water and Sanitation District for the Installation of Water and Sewer Pipeline on a Portion of Lot 1B, Mainstreet Center, 1st Amendment
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: January 22, 2019
- C. *ORDINANCE NO. 9.284 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the City of Aurora and the Town of Parker Regarding the Design, Construction, Ownership and Maintenance of Kings Point Way
Department: Engineering and Public Works, Chris Hudson
Second Reading: January 22, 2019
- D. *RESOLUTION NO. 19-001*
A Resolution to Amend Resolution No. 18-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
Department: Town Attorney, Jim Maloney
- E. *RESOLUTION NO. 19-002*
A Resolution Accepting the Conveyance of a Drainage Easement From Edukids Investments LLC, for a Portion of Lot 3, Rampart Station Filing No. 2, 1st Amendment
Department: Engineering and Public Works, Tyler Sandt
- F. *RESOLUTION NO. 19-003*
A Resolution Accepting the Conveyance of a Drainage Easement from Pine Bluffs Investors, LLC, for a Portion of Lot 1, Pine Bluffs Filing No. 4, Amendment No. 1
Department: Engineering and Public Works, Tyler Sandt

G. *RESOLUTION NO. 19-004*

A Resolution Accepting the Conveyance of Real Property From Meritage Homes of Colorado, Inc. (Slope Easement) for a Portion of Tract F, Olde Town at Parker Filing 1B

Department: Engineering and Public Works, Alex Mestdagh

H. *CONTRACTS OVER \$100,000*

1. *Jordan Road Communication Upgrades (CIP 18-022)*

Amount: \$141,446.25

Contractor: Paonia Inc.

Department: Engineering and Public Works, Chris Hudson

2. *2019 Townwide Resurfacing Program (CIP 19-003)*

Amount: \$1,950,905.50

Contractor: Brannan Sand & Gravel Co.

Department: Engineering/Public Works, Danny Smith

Jeff Toborg moved to pull Consent Agenda Items 7D through 7H for an individual vote.

Joshua Rivero seconded the motion.

The motion was approved 5-1. (Williams voted no.)

Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Items 7A through 7C.

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to approve Consent Agenda Items 7D through 7H.

The motion was approved 4-2. (Poage and Toborg voted no.)

PUBLIC HEARINGS

RESOLUTION NO. 19-005

A Resolution to Designate a Restricted Parking Area Near Legend High School, Pursuant to Section 7.02.100 of the Parker Municipal Code

Department: Engineering and Public Works, Tyler Sandt

7:35 P.M.

This resolution designates a restricted parking area near Legend High School, pursuant to Section 7.02.100 of the Parker Municipal Code.

Section 7.02.100 of the Parker Municipal Code allows residents to request that the streets in their neighborhood be permit restricted. The Code requires that the proposed parking area be within 1,500-feet of a non-residential land use that is generating excess traffic that would typically be contained on the same site generating a need for parking. The Code also requires that the majority of on-street parking spaces be occupied on multiple days of the week and that multiple parking complaints or violations be documented within the previous year.

Town Staff has received and reviewed the request for permit restricted parking from certain residents and determined that the proposed area, as shown in Exhibit A to the attached resolution, does qualify under the standards contained in Section 7.02.100 in the Parker Municipal Code. The Engineering Department has received the consent of at least 70% of the residents within the proposed restricted parking area.

Public Comment

Terry Vosburgh, 12224 S. Season Ct.
Jeannie Reslin, 22425 E. Hidden Trail Drive
Steven Curtis, 22104 E. Idyllwilde Dr.
Karen Swanberg, 12212 S. Season Ct.

The Public Hearing was closed a 7:50 P.M.

Councilmember Toborg could not support this because of the taxation.

Councilmember Poage stated she could not support this because there is no option for guest passes and it is double taxation. She suggested they go back and redo it.

Joshua Rivero moved to approve Resolution No. 19-005.

John Diak seconded the motion.

The motion was approved 4-2. (Poage and Toborg voted no.)

The meeting was recessed at 8:01 P.M. and Council went back into Executive Session.

Debbie Lewis moved and Renee Williams seconded to come out of Executive Session at 8:50 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to adjourn the meeting at 8:50 P.M.

The motion was approved unanimously.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: January 28, 2019

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.267.2 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

Second Reading: February 4, 2019

EXECUTIVE SUMMARY

The Town and Urban Drainage and Flood Control District previously executed an intergovernmental agreement to conceptually design improvements to Cherry Creek from the McCabe Meadows trailhead to the Flat Acres Farm area. The conceptual design is complete and the Town and Urban Drainage would like to proceed with final design and construction of the improvements to Cherry Creek adjacent to the McCabe Meadows trailhead. This is the southern reach of the original overall conceptual design.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town and Urban Drainage have completed a conceptual design of improvements to Cherry Creek from the McCabe Meadows trailhead to the area adjacent to the Flat Acres Farm. This conceptual design was completed to better understand stabilization needs for Cherry Creek related to the development of the KOA property as well as a potential future bridge crossing of Dransfeldt Road. The southern portion of the reach is adjacent to the McCabe Meadows trailhead and directly downstream of a recent Capital Improvement Project completed by the Town and District. This amendment is for final design and construction of the McCabe

Meadows reach to repair bank and channel erosion. The Cherry Creek Basin Water Quality Authority is also included as a funding partner due to the fact that channel and bank stabilization provides a direct water quality benefit to the Cherry Creek Watershed. Final design is expected to be completed in summer 2019 with construction starting in the fourth quarter (depending on timing of obtaining necessary permits).

FINANCIAL IMPACT

This project is included in the 2019 Stormwater Capital Improvements Projects budget approved by Town Council. This amendment also includes a contribution from the Cherry Creek Basin Water Quality Authority for the water quality benefits the project provides. The project funding breakdown is shown below:

Previous Contributions:

Town of Parker:	\$315,000
Urban Drainage:	\$315,000

This IGA Amendment:

Town of Parker:	\$150,000
Urban Drainage:	\$200,000
CCBWQA:	\$170,000

Total Project Funding: \$1,150,000

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.267.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.267.2 on first reading and to schedule second reading for February 4, 2019, as part of the consent agenda.

ORDINANCE NO. 9.267.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER AGREEMENT NO. 17-05.19B PROJECT NO. 106722 BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 by and between Urban Drainage and Flood Control District and the Town of Parker, 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 _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER

Agreement No. 17-05.19B
Project No. 106722

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), TOWN OF PARKER (hereinafter called "TOWN"), and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property, Town of Parker" (Agreement No. 17-05.19) dated August 7, 2017; and

WHEREAS, PARTIES now desire to proceed to final design and construction of drainage and flood control improvements for Cherry Creek at the KOA Property, Town of Parker, as shown on Exhibit A; and

WHEREAS, CCBWQA was not party to the Original Agreement No. 17-05.19, and is being added as a party with this Amendment;

WHEREAS, DISTRICT and SEMSWA now desire to add CCBWQA as a funding partner; and

WHEREAS, PARTIES desire to increase the level of funding by \$520,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2019); and

WHEREAS, the Town Council of TOWN and the Board of Directors of CCBWQA and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$1,150,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS</u> <u>AMENDED</u>	<u>PREVIOUSLY</u> <u>AMENDED</u>
1. Final Design	\$ 400,000	\$ 400,000
2. Construction	\$ 635,000	\$ 170,000
4. Contingency	\$ 115,000	\$ 60,000
Grand Total	\$ 1,150,000	\$ 630,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage</u> <u>Share</u>	<u>Previously</u> <u>Contributed</u>	<u>Additional</u> <u>Contribution</u>	<u>Maximum</u> <u>Contribution</u>
DISTRICT	44.78%	\$315,000	\$200,000	\$ 515,000
TOWN	40.43%	\$315,000	\$150,000	\$ 465,000
CCBWQA	14.79%	\$ -0-	\$170,000	\$ 170,000
TOTAL	100.00%	\$630,000	\$520,000	\$1,150,000

- D. DISTRICT acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement as hereby amended, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$170,000 without CCBWQA's prior express written consent."

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (TOWN - \$465,000; CCBWQA - \$170,000; DISTRICT - \$515,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 17-05.19 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

By_____

Name_____

Title_____

Date_____

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

(SEAL)

ATTEST:

By_____

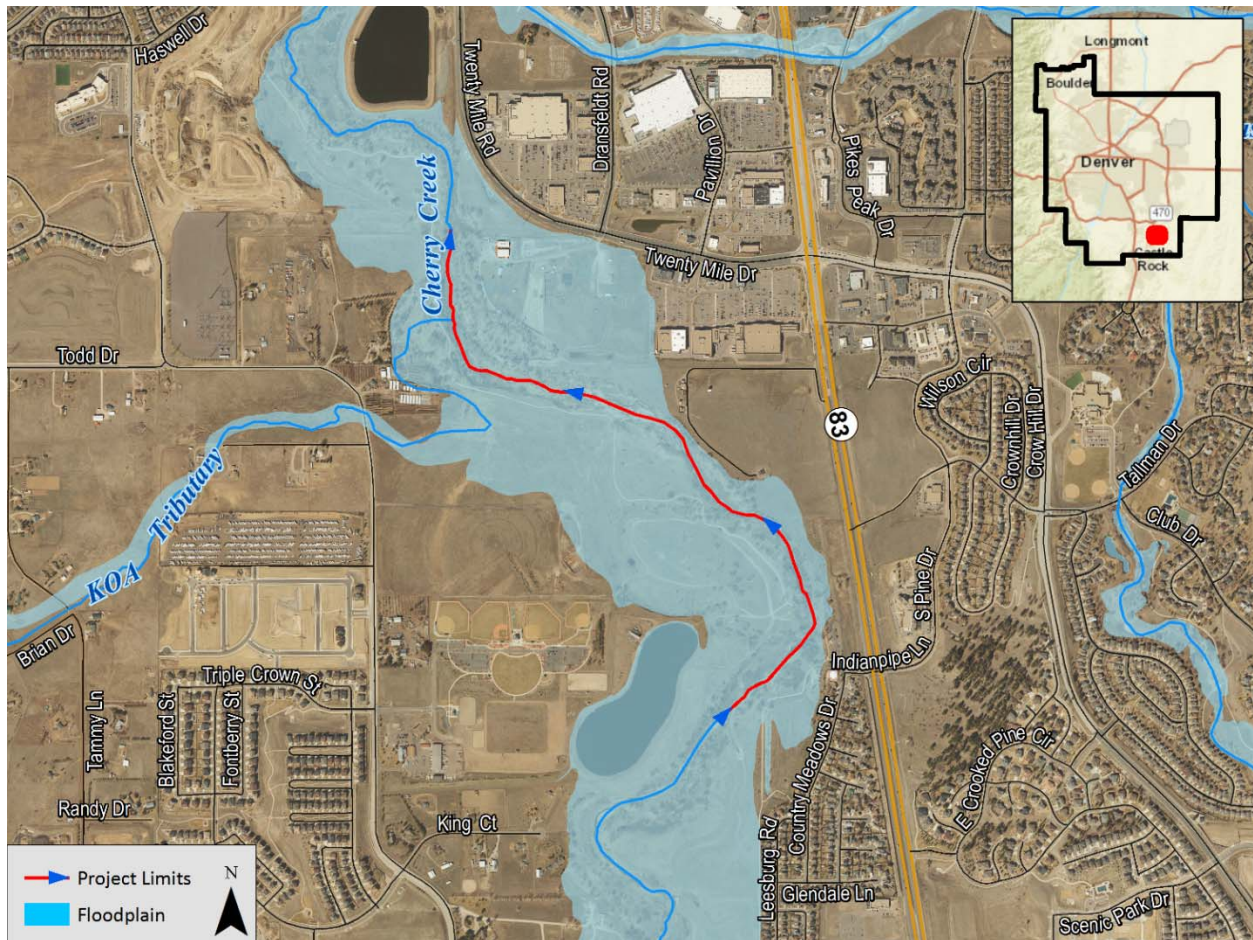
Title_____

Date_____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT THE KOA PROPERTY
TOWN OF PARKER

Agreement No. 17-05.19B
Project No. 106722

Exhibit A





Request for Town Council Action

Date: January 28, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.527 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and Between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the Cities/Towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo and Limon

Department: Police Department, David King
Police Department, Jim Tsurapas

Second Reading: February 4, 2019

EXECUTIVE SUMMARY

The Juvenile Assessment Center (JAC) provides a coordinated site which contributes to the safety of youth, families, and the community through early intervention, comprehensive assessment and improved access to appropriate services in Arapahoe, Douglas, Elbert and Lincoln counties in Colorado.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The JAC's Law Enforcement Program strives to intervene and address factors contributing to concerning behavior and increase aspects of a young person's life that will help keep them at home and out of the juvenile justice and human services systems. Intake and assessment

services include: screening for immediate medical needs; screening for detention placement; behavioral health screening; assessment of risks, strengths and needs; case planning; release and short-term case management.

The Juvenile Assessment Center offers intake and assessment services to young people identified by law enforcement officers for behavior or delinquency matters. Officers may refer youth for a JAC assessment or transport directly to the Law Enforcement Program within the Arapahoe County Justice Center.

FINANCIAL IMPACT

The annual funding contribution is calculated using a formula that is weighed equally by each law enforcement agency's total population and their average usage of the JAC over a three (3) year period. The Parker Police Department's contribution for 2018 was \$23,155.07. A similar contribution is anticipated for 2019.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.527

RECOMMENDED MOTION

I move to approve Ordinance No. 1.527 on first reading and to schedule second reading for February 4, 2019, as part of the consent agenda.

ORDINANCE NO. 1.527, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR THE 18TH JUDICIAL DISTRICT JUVENILE ASSESSMENT CENTER BY AND BETWEEN THE TOWN OF PARKER AND THE COUNTIES OF ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN, THE STATE OF COLORADO; THE ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN COUNTIES SHERIFFS' OFFICES; AND THE CITIES/TOWNS OF AURORA, BENNETT, BOW MAR, CASTLE PINES NORTH, CENTENNIAL, CHERRY HILLS VILLAGE, COLUMBINE VALLEY, DEER TRAIL, ENGLEWOOD, FOXFIELD, GREENWOOD VILLAGE, GLENDALE, LARKSPUR, LITTLETON, SHERIDAN, LONE TREE, CASTLE ROCK, PARKER, ELIZABETH, KIOWA, SIMLA, ARRIBA, GENOA, HUGO AND LIMON

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 Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the cities and towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo, and Limon, 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 _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Memorandum of Understanding **For the 18th Judicial District Assessment Center**

THIS AGREEMENT, ("MOU") is made and entered into by and between the COUNTIES OF ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN, the STATE OF COLORADO, a body politic and corporate regarding the use and benefit of the 18th Judicial Juvenile Assessment Center and the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the CITIES/TOWNS OF: AURORA, BENNETT, BOW MAR, CASTLE PINES NORTH, CENTENNIAL, CHERRY HILLS VILLAGE, COLUMBINE VALLEY, DEER TRAIL, ENGLEWOOD, FOXFIELD, GREENWOOD VILLAGE, GLENDALE, LARKSPUR, LITTLETON, SHERIDAN, LONE TREE, CASTLE ROCK, PARKER, ELIZABETH, KIOWA, SIMLA, ARRIBA, GENOA, HUGO AND LIMON all the above collectively referred to as "Law Enforcement parties".

WITNESSETH:

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, the entity known as the 18th Judicial District Juvenile Assessment Center (the "JAC") provides a centralized location for the coordinated provision of mental health, booking, detention screening, and other intervention programs and services for youth and their families who are referred to the JAC by the parties and/or any citizens of the 18th Judicial District; and

WHEREAS, the parties desire to enter into a new agreement for funding the JAC as described herein, which MOU supersedes all prior agreement and amendments.

I. GENERAL PROVISIONS

THE JUVENILE ASSESSMENT CENTER has been established as a 501©(3) with its own Board of Directors (hereinafter referred to as the Board) and by-laws, and consists of members from four segments of the 18th Judicial District. The parties acknowledge that the Board pursuant to its bylaws, has delegated the daily activities of the JAC to the Executive Director of the JAC.

Furthermore, the parties acknowledge the JAC provides statutorily mandated services concerning detained youth.

II. POWERS OF THE JAC

A. **GENERAL POWERS.** The parties acknowledge the JAC is empowered with the authority to improve, construct, maintain, repair, control, regulate, and

operate the JAC within a centralized location(s) within the 18th Judicial District for the use and benefit of the parties to this Agreement and their constituents. The parties hereto further agree the JAC Board shall have the authority reasonable and necessary to carry out the powers set forth in this agreement.

- B. **SPECIFIC POWERS.** The JAC provides the services identified below to children who are under the age of eighteen. The mission of the 18th Judicial District Juvenile Assessment Center is to provide a coordinated, multi-agency, single entry site, which contributes to the safety of youth, families and the community through early intervention, comprehensive assessment and improved access to appropriate services.

C. **PRINCIPAL GOALS OF THE JAC ARE TO:**

1. Identify at-risk and delinquent youth in the community in need of the intervention;
2. Enhance public safety through identification, comprehensive assessment, intervention and service referrals for at-risk and delinquent youth to include follow-up by JAC personnel;
3. Provide a single point of entry for law enforcement allowing them to return to their other duties in a timely manner;
4. Increase coordination of information and services;
5. Utilize an individualized approach tailored to obtain positive outcomes for youth, families and the community;
6. Increase effectiveness in the use of limited resources through the elimination of duplication of effort and enhanced accountability;
7. Facilitate better working relationships between agencies serving youth, families and the community; and
8. Serve as a resource to the community concerning youth related issues and services.

D. **DUTIES OF THE JAC:**

1. Receive detainable and non-detainable youth from law enforcement officers 24/7/365.
2. Provide rapid dissemination of assessment information to municipal, county and state courts, and collaborating agencies including but not limited to, the parties, school districts, Probation, Department of Human Services and Division of Youth Services in accordance with all laws, including those related to confidentiality;
3. Assist with intervention planning concerning arrest, incarceration, intervention, and consequences for youth pursuant to the Juvenile Code and the Chief Judge order regarding the management of the juvenile detention population dated, April 13, 2010 and subsequent applicable orders;
4. Prepare pre-disposition reports for municipal, county and state courts as ordered by the judicial officer;
5. Provide pursuant to Section 19-2-508, C.R.S., short-term holding and assessment of juveniles: detained or arrested by Law Enforcement; juveniles with status, ordinance, misdemeanor or felony level charges;

juveniles considered to be “at-risk” or “runaway”; or juveniles referred to or in the care of Human Services, who are not in immediate danger and who pose no threat to themselves or others (juveniles awaiting placement or family services);

6. Receive and assess juveniles who are beyond the control of their parent(s) or schools and/or who are truant;
7. Apply for, receive and administer grants and other sources of funding, and provide all services related to juveniles which monies are authorized by the terms of any such grant or funding awards;
8. Provide ongoing training of law enforcement personnel on changes in the Juvenile Code, accessing and using JAC services and detention screening procedure as applicable;
9. Provide screening of youth for Law Enforcement parties to determine eligibility for pretrial placement in Division of Youth Services’ facilities and other facilities per local or state and local policy; or per Senate Bill 94 contract;
10. Any additional duties that are authorized in writing by the Board of Directors.

E. DUTIES OF LAW ENFORCEMENT

1. Notify the JAC via phone call to determine reason for transport and allow the JAC staff to pre-screen youth.
2. Ensure medical clearance is obtained for those youth where:
 - I. There are concerns regarding drug and alcohol intoxication within the last 24 hours, specifically:
 1. The youth has used alcohol and the blood alcohol (BAC) is above .05,
 2. The youth reports drug use within the last 24 hours
 - II. The youth identified as having injuries, been in an automobile accident, pregnant, sickness, communicable diseases, infections, or any serious medical concerns.
 - III. The youth reports being actively homicidal or suicidal with a plan.
 - IV. The youth reports having a history of diabetes, epilepsy or a seizure disorder and must have prescribed medications for the disorder.
3. The submitting LEO will be responsible to return to the JAC to transport a youth who is found to need medical clearance after JAC Staff takes custody. The transport is not the responsibility of the ACSO Detention Staff.
4. Provide JAC Staff with booking sheet and charging documents/ copies of warrant.
5. Conduct a search of the youth and itemize property prior to the JAC taking custody.
6. Remain on-site until release by JAC Staff.

III. FUNDING CONTRIBUTION OF PARTIES

The parties agree that the fees to be charged for services shall be established by the Board and shall be uniform and reasonable. The parties agree that each party shall contribute to the JAC their fees as set forth herein.

A. **LAW ENFORCEMENT PARTIES' CONTRIBUTIONS.** The annual funding contribution will be calculated using a formula that is weighed equally by each Law Enforcement parties' Total Population and the average of the Law Enforcement parties' usage of the JAC for the three calendar years preceding the date the preliminary budget is approved (the "Three-year Usage Period").

1. Total Population Calculation. One-half of the Law Enforcement parties' annual contribution will be determined as follows:

i. By identifying a total population figure for each Law Enforcement party using official demographic data provided by the Department of Local Affairs. The Sheriff's jurisdiction shall be the unincorporated portion of Arapahoe, Douglas, Elbert, and Lincoln Counties, including those communities under contract with said Sheriffs' Office.

2. Program Usage. The remaining one-half of the Law Enforcement parties' annual contribution will be determined as follows:

i. The JAC shall keep a record of the number of youth referred or transported to the JAC by each Law Enforcement party during each full calendar year (the "Law Enforcement Parties Usage Number").

ii. All of the Law Enforcement Party Usage Numbers for the Three-Year Usage Period will be added together (the "three-year total usage number"). Each Law Enforcement Parties' percentage of the Three-Year Total Usage Number will determine one-half of their annual contribution.

B. **FEE BASED CONTRIBUTION:** The parties agree that the Board shall have the power to set fees for non-party referred youth, which may be waived by the JAC Executive Director so long as said waivers are applied in a consistent manner and according to applicable laws including anti-discrimination laws.

IV. APPROPRIATION AND PAYMENTS BY PARTIES OR OTHER ENTITIES

A. **APPROPRIATION AND PAYMENT OF FUNDS.** The parties agree to consider for appropriation the amounts computed as set forth annually which are to be expended by the JAC. The parties agree to pay said amounts to the JAC by January 31st of the year during which said monies are to be expended by the JAC. All payments to the JAC pursuant to this Agreement are, however, subject to annual appropriation by the parties hereto in the manner required by statute or ordinance. It is the intention of the parties that no multiple-year fiscal debt or other obligation shall be allowed by the agreement.

V. REPORTS

- A. **ANNUAL REPORT.** By July 1st of each year the JAC Executive Director shall prepare and present to the Board a comprehensive annual report of the JAC's activities and finances during the preceding year, which will be made available to the parties.
- B. **REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT.** The JAC Executive Director shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal, state, and/or local officials to whom such report is required to be made in the course and operation of the JAC.
- C. **REPORTS REQUESTED BY THE PARTIES.** The JAC Executive Director shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

VI. DEFAULT IN PERFORMANCE

- A. In the event any party fails to pay its share of fees when due, or to perform any of its covenants and undertakings under this Agreement, the Board shall cause written notice to be given to the governing body of the party of the Board's intention to terminate said Agreement as to such party in default, unless such default is cured within thirty (30) days from the date of such notice. Absent timely cure said defaulting party shall thereafter be denied service by the JAC.

VII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

- A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect for a one-year term beginning January 1, 2019, and terminating December 31, 2019; provided that this agreement shall automatically renew for 10 successive one-year terms unless a party gives written notice of termination pursuant to subsection B of this section.
- B. **TERMINATION BY WRITTEN NOTICE.** This Agreement may be terminated by written notice from a party or parties to the Board at least 90 days prior to January 1st of any given year. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its annual fee contributions previously paid to the JAC.
- C. **TERMINATION BY PARTY/LOSS OF FUNDS.** Upon termination of a party, whether by default in performance or by written notice, the remaining parties may continue to participate in this Agreement. The Board, upon such termination of a party or parties, shall act to adjust the budget of Annual Assessment to accommodate the loss in funds unless the remaining parties

negotiate an amendment to the Agreement setting forth revised percentages of participation or the parties agree to terminate the Agreement.

VIII. SEVERABILITY CLAUSE

If any provisions of this Agreement or the application thereof to any party or circumstances is held invalid, such invalidity shall not affect any other provision or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

IX. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken, as a whole shall constitute one and the same instrument.

X. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity as provided in 24-10-101, C.R.S., et. seq. and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof. The parties shall be responsible for their own negligent acts and the conduct of their respective employees without waiving any protections afforded by the Governmental Immunity Act.

XI. SUPERSEDES

This Agreement supersedes and replaces all prior agreements among the parties whether written or oral.

XII. NONDISCRIMINATORY POLICY

The JAC shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, gender, sexual orientation or disability.

XIII. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay the annual fees hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and appropriated each fiscal year and shall not in any way be considered to be a multi-fiscal year debt or other

financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution; a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

SIGNATURES OF PARTIES:

JUVENILE ASSESSMENT CENTER

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY

NAME OF AUTHORIZED PARTY

TITLE

DATE

ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF BENNETT)

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY (ON BEHALF OF CITY OF CENTENNIAL)

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF DEER TRAIL)

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF FOXFIELD)

NAME OF AUTHORIZED PARTY

CITY OF AURORA

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

CHERRY HILLS VILLAGE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

COLOMBINE VALLEY POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

ENGLEWOOD POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

GREENWOOD VILLAGE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

GLENDALE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LITTLETON POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

SHERIDAN POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

DOUGLAS COUNTY SHERIFF'S OFFICE

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

DOUGLAS COUNTY SHERIFF'S OFFICE (ON BEHALF OF LARKSPUR)

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LONE TREE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

CASTLE ROCK POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

PARKER POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

ELBERT COUNTY SHERIFF'S OFFICE

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

ELIZABETH POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

KIOWA POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

SIMLA POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LINCOLN COUNTY SHERIFF'S OFFICE

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LINCOLN COUNTY SHERIFF'S OFFICE (ON BEHALF OF ARRIBA)

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LINCOLN COUNTY SHERIFF'S OFFICE (ON BEHALF OF GENOA)

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

HUGO POLICE DEPARTMENT

_____	_____	_____
-------	-------	-------

NAME OF AUTHORIZED PARTY

TITLE

DATE

LIMON POLICE DEPARTMENT

NAME OF AUTHORIZED PARTY

TITLE

DATE



Request for Town Council Action

Date: January 28, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-006**
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Radiant Circle Apartment Investors LLC, for a Portion of Lot 1, Block 1, Pine Bluffs Filing No. 2

Department: **Engineering/Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting a Public Sidewalk Easement from Radiant Circle Apartment Investors, LLC, over a portion of Lot 1, Block 1, Pine Bluffs Filing No. 2. This easement is proposed to preserve the public's ability to access the sidewalk located on private property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Site Plan for Pine Bluffs Filing No. 2 was approved by the Town in 2017. The approved construction documents associated with the Site Plan require the Developer to construct sidewalks along all public roadways adjacent to the property. One such location is the south side of Solar Circle, which borders the Pine Bluffs Filing No. 2 property for approximately 230 feet west of Pine Drive.

The approved construction documents require a five-foot wide sidewalk, attached to the roadway curb and gutter to be installed within the existing Solar Circle right-of-way. However, as this area was being prepared for construction, several utility valves and manholes have recently been discovered within the proposed sidewalk alignment. These utility items are located within close proximity of one another, and could present long-term settlement and cracking issues should they be located within the concrete sidewalk. The utility providers have asked that this utility infrastructure not be relocated to avoid impacting the utility mains. The

Town has requested the Developer revise the design to set the sidewalk back five feet from the roadway curb to avoid the utility items. The area behind the sidewalk is planned as a landscaping feature for the proposed development and the sidewalk can be incorporated into this area.

The Developer has submitted revised construction and landscaping documents reflecting this change. Relocating the proposed sidewalk as described leaves a portion of the sidewalk outside of public right-of-way and on private property. The Town requires that Public Sidewalk Easements be dedicated over all public sidewalks located on private property. This easement ensures that the sidewalk remains open to the public, and preserves the Town's ability to maintain or operate the sidewalk should the property owner fail to do so.

FINANCIAL IMPACT

None. Per Town Code, the ultimate responsibility for maintenance and repair of sidewalks falls to the adjacent property owner.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution 19-006

RECOMMENDED MOTION

I move to approve Resolution No. 19-006, as part of the consent agenda.



Pine Bluffs Filing No. 2
Public Sidewalk Easement
Vicinity Map



RESOLUTION NO. 19-006, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK EASEMENT FROM RADIANT CIRCLE APARTMENT INVESTORS LLC, FOR A PORTION OF LOT 1, BLOCK 1, PINE BLUFFS FILING NO. 2

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from Radiant Circle Apartment Investors LLC, for a portion of Lot 1, Block 1, Pine Bluffs Filing No. 2;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from Radiant Circle Apartment Investors LLC, for a portion of Lot 1, Block 1, Pine Bluffs Filing No. 2, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the “Easement Agreement”) is made this ____ day of _____, 201__, between Radiant Circle Apartment Investors LLC, a Delaware limited liability company (the “Grantor”) and the Town of Parker, a Colorado home rule municipality (the “Town”).

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

2. **Infringement and Correction.** The Town is hereby given and granted possession of the above-described Sidewalk Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

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

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

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

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

Executed and delivered the day and year first above written.

**GRANTOR: RADIANT CIRCLE
APARTMENTS INVESTORS**, a Delaware
limited liability company

By: _____
Monte Wendler, Manager

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
201__, by Monte Wendler, as Manager of Radiant Circle Apartments Investors LLC, a Delaware
limited liability company.

My commission expires: _____.

SEAL

Notary Public

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

DESCRIPTION

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: KDW

SHEET NO.

1

EXHIBIT

SITUATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

NORTH QUARTER CORNER
SEC. 27 T6S, R66W, 6th P.M.
FOUND 3-1/4" ALUM. CAP
STAMPED: LS 9133

BASIS OF BEARINGS N89°29'57"E
NORTH LINE, NE 1/4, SEC. 27
T6S, R66W, 6th PM

NORTHEAST CORNER
SEC. 27 T6S, R66W, 6th P.M.
FOUND 1-1/2" BRASS CAP WITHOUT MARKINGS

**PARKER SQUARE
TRACT 17**

PARCEL CONTAINS
1,095 SQ. FT. OR
0.03 ACRES ±

SOLAR CIRCLE

POINT OF
BEGINNING

N44°59'05"W
11.25'

**TRACT 0-1
PARKER SQUARE
[REG. NO. 209750]**

S89°49'00"E
91.97'

L=65.07'
R=136.49'
D=27°18'47"
ChB=S70°51'24"E
ChL=64.45'

S57°11'52"E
20.80'

S89°57'09"W
85.28'

L=68.85'
R=134.49'
D=29°19'56"
ChB=N73°30'06"W
ChL=68.10'

S17°36'11"E
6.93'

L=2.89'
R=4.00'
D=41°25'34"
ChB=N39°09'45"W
ChL=2.83'

N18°26'58"W
9.43'

L=9.64'
R=9.00'
D=61°20'19"
ChB=N84°09'34"W
ChL=9.18'

**LOT 1, BLOCK 1
PINE BLUFFS FILING NO. 2**

PINE DRIVE



SCALE: 1" = 50'

NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.

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

FILEPATH: P:\V\3010\SURVEY\3010-ACCESS.DWG LAYOUT: DWT
NO. 18574
PLOTTER: HP12/06/18 BLOES 254 BY: AARON MURPHY

ISSUE DATE: 12-05-2018 PROJECT #: 160310

DATE	REVISION COMMENTS

EXHIBIT

**PINE BLUFFS
ACCESS EASEMENT**

**HKS HARRIS
KOCHER
SMITH**

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: KDW

SHEET NO.

2

2 OF 2



Request for Town Council Action

Date: January 28, 2019

Submitted By: Elaine Mariner, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-007**
A Resolution to Appoint Regular Members to, and Fill Two Vacancies of, the Parker Cultural and Scientific Commission, and to Appoint the Chair

Department: Cultural, Elaine Mariner

EXECUTIVE SUMMARY

The terms of six (6) regular members of the Parker Cultural and Scientific Commission expired December 31, 2018. Two regular members whose terms expire December 31, 2019, have resigned from the Commission.

The Chair's term expired December 31, 2018. The Chair needs to be appointed.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The terms of Commissioners Michael Edwards, Kelly Gibson, Katie Kendrick, Lance Martin, Diane Roth, and Susan Willis expired December 31, 2018. Andrew Hawkins and Elizabeth Lamonia, whose terms expire December 31, 2019, have submitted resignations.

The Town advertised for applications, and received letters of application and resumes from seven individuals. The Commissioners conducted interviews with all of the candidates.

The Commission recommends that Michael Edwards and Lance Martin be appointed to fill the vacancies created by the resignation of Andrew Hawkins and Elizabeth Lamonia for the term ending December 31, 2019.

The Commission recommends that Todd Hendreks, Lisa Hinz, Janine Jackson, Katie Kendrick,

Diane Roth and Susan Willis be appointed for the two-year term ending December 31, 2020.

The Commission recommends appointing Diane Roth as Chair for a one-year term.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 19-007

RECOMMENDED MOTION

I move to approve Resolution No. 19-007, as part of the consent agenda.

RESOLUTION NO. 19-007, Series of 2019

TITLE: A RESOLUTION TO APPOINT REGULAR MEMBERS TO, AND FILL TWO VACANCIES OF, THE PARKER CULTURAL AND SCIENTIFIC COMMISSION, AND TO APPOINT THE CHAIR

WHEREAS, the terms of six (6) regular members of the Parker Cultural and Scientific Commission (the "Commission") expired on December 31, 2018;

WHEREAS, the Town Council of the Town of Parker desires to appoint six (6) new regular members for the term ending December 31, 2020, as described herein;

WHEREAS, Andrew Hawkins resigned as a regular member of the Commission;

WHEREAS, Elizabeth Lamonia resigned as a regular member of the Commission;

WHEREAS, the Town Council of the Town of Parker desires to fill the two (2) vacancies created by these resignations, as provided herein;

WHEREAS, Section 2.04.020 of the Parker Municipal Code provides that the Town Council shall appoint one member of the Commission to be the Chair; and

WHEREAS, the Town Council desires to appoint the Chair to the Commission.

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

Section 1. The Town Council of the Town of Parker hereby appoints six (6) regular members to the Commission for the term ending December 31, 2020, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Lance Martin and Michael G. Edwards to fill the vacancies created by the resignations of Andrew Hawkins and Elizabeth Lamonia, for the term ending December 31, 2019, as described in Exhibit A.

Section 3. The Town Council of the Town of Parker hereby appoints Diane Roth as the Chair of the Commission.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Five (5) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2019.

- a. Judy Bazile
- b. Michael G. Edwards
- c. Lance Martin
- d. Justin Raynor
- f. Jeanne Ring

2. Six (6) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2020.

- a. Todd Hendreks
- b. Lisa Hinz
- c. Janine Jackson
- d. Katie Kendrick
- e. Diane Roth
- f. Susan Willis



Request for Town Council Action

Date: January 28, 2019

Submitted By: Bob Exstrom, Project Manager
Elaine Mariner, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Trade Contractor Agreement for General Contracting Services for the Schoolhouse Plaza and Parking Lot Project**

Amount: \$1,446,338.72

Contractor: Iron Woman Construction and Environmental Services, LLC

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is for an award of a trade contract agreement with Iron Woman Construction for the Parker Schoolhouse Plaza and Parking Lot Project (CIP 18-025) for \$1,257,685.84 plus a 15% contingency held outside of the agreement by the Town for unforeseen conditions and/or scope changes for a total potential contract amount of \$1,446,338.72.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publically opened competitive bids on December 19, 2018, for the Parker Schoolhouse Plaza and Parking Lot Project (CIP 18-025). Work generally includes reconstructing the existing parking lot and south patio areas, drainage and utility improvements and converting the area between the Schoolhouse and Ruth Memorial Chapel into an interactive pedestrian plaza. The work is being done to reactivate the site and to improve drainage and maintenance associated with the parking lot which has reached the end of its design life and needs to be reconstructed.

The Town received bids from six (6) contractors with Iron Woman Construction being the lowest responsible bidder. The Town has previously completed a capital improvement project with Iron Woman Construction and Town staff recommends moving forward with the contract

award. The bids were as follows:

1) Iron Woman Construction	\$1,257,685.84
2) Premier	\$1,301,677.03
3) HPM, Inc.	\$1,487,391.53
4) Taylor Kohrs	\$1,525,336.31
5) Goodland	\$1,549,260.25
6) White Construction	\$1,890,863.23
Engineer's Estimate	\$1,396,956.70

FINANCIAL IMPACT

Funds for this project have been appropriated in the Schoolhouse fund (205-4545).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Town Administrator's Report

Winter 2019



PARKER
C O L O R A D O

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



Communications

New Publications

The Communications Department's publications production team was busy at the end of 2018, completing two important projects, the latest issue of the Parker Recreation Activity Brochure and the Town's 2018 Annual Report/2019 Calendar.

The winter/spring issue of the Parker Recreation Activity Brochure was mailed to 38,618 homes and businesses in the 80134 and 80138 zip codes in early December. This publication, produced three times a year, features listings and detailed information on each of Parker Recreation's hundreds of different program offerings.



The Town of Parker's Calendar/Annual Report was sent to almost 25,000 homes inside the Parker Town boundary in mid-December. The calendar once again featured images that were selected from resident and visitor submissions to the Town's annual Calendar Photo Contest. The latest contest saw 130 different photographers submit entries, resulting in some difficult decisions for Communications staff who selected winners. Calendars are available to pick up for free for those who didn't receive one in the mail at most Town of Parker facilities.



Holiday Events



Our community enjoyed the Town's annual holiday event traditions once again this year with the Mayor's Holiday Lighting on Nov. 23 (pictured above) and the Christmas Carriage Parade on Dec. 8. Both of these events again drew what were estimated to be record crowds. A big thanks to all of the Town departments that continue to help make these community events a success!

New Video Projects

The Communications Department is working with Stage 2 Studios to produce a variety of new videos that will be launched in the upcoming year. First up will be the annual recap video shown at the State of the Town Business Lunch in late February. Later this year, a series of educational videos will be rolled out detailing important Town services and hot topics in the community, such as development, zoning, traffic signal timing, the Town budget and more. Look for these educational videos to begin appearing on our social media platforms this spring/summer!

Communications - con't

4th Quarter Digital Marketing Report

Social Media

The following statistics were collected from the Town of Parker's and Parker Parks and Recreation's Facebook, Twitter and Instagram accounts between Oct. 1 and Dec. 31:

Account Followers

Town Facebook: 13,835 to 14,337; +4%
Town Twitter: 3,438 to 3,615; +5%
Town Instagram: 1,559 to 2,085; +34%
Parks and Recreation Facebook: 6,519 to 6,712; +3%
Parks and Recreation Twitter: 1,671 to 1,718; +3%
Parks and Recreation Instagram: 1,064 to 1,194; +12%

Post Engagement

(number of likes, comments, shares, link clicks)

Town Social Media Accounts: 57,181
Parks and Recreation Social Media Accounts: 17,026

Post Impressions (number of views)

Town Social Media Accounts: 852,839
Parks and Recreation Social Media Accounts: 259,025

Follow Us

Follow the Town of Parker (@TownofParkerCO) and Parker Parks and Recreation (@ParkerRec) with the same username on each platform.

Website Statistics

The following statistics demonstrate activity for the Town of Parker (www.ParkerOnline.org) and Parker Parks and Recreation (www.ParkerRec.com) website between Oct. 1 and Dec. 31:

Website Visits

Town of Parker: 98,901
Parks and Recreation: 78,337

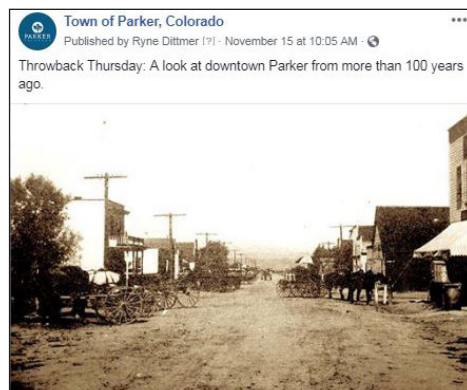
Page Views

Town of Parker: 163,783
Parks and Recreation: 155,752



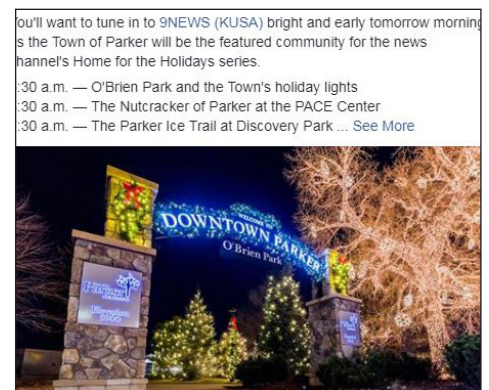
16,484 impressions; 2,157 reactions, comments and shares

Kick off the holiday season at the Parker Ice Trail at Discover Park this Thanksgiving weekend!



13,847 impressions; 2,689 reactions, comments and shares

Throwback Thursday: A look at downtown Parker from more than 100 years ago.



10,370 impressions; 2,494 reactions, comments and shares

Tune in to 9News tomorrow morning as Parker will be the featured community for the channel's Home for the Holidays series.



7,721 impressions; 380 reactions, comments and shares

Get ready for some family-friendly fun at Fieldhouse Fright Night on Saturday, Oct. 20.



Town Instagram: 210 likes
It's the most wonderful time of the year in downtown Parker!



Parks and Recreation Instagram: 78 likes
Our Parks Crew are no grinch when it comes to spreading Christmas cheer.



Community Development

Building Division Statistics - 4th Quarter 2018

Single-Family Permits: 94 \$37,138,584 Q4 valuation ----- 394 total in 2018 \$146,872,169 total valuation ----- 421 / \$154,363,845 End Q4 2017	Commercial Permits (Remodel): 227 \$2,793,080 Q4 valuation ----- 909 total in 2018 \$16,247,363 total valuation ----- 989 / \$16,885,393 End Q4 2017
Multi-Family Permits: 15 \$20,210,774 Q4 valuation ----- 17 apartment buildings in 2018 455 apartment units 27 townhome units \$61,744,162 total valuation ----- 19 / \$48,540,272 End Q4 2017	Other Permits: 573 \$3,813,545 Q4 valuation ----- 2,323 total in 2018 \$14,022,230 total valuation ----- 2,219 / \$11,718,073 End Q4 2017
Commercial Permits (New): 15 \$21,467,527 Q4 valuation ----- 43 total in 2018 \$70,029,826 total valuation ----- 35 / \$39,382,927 End Q4 2017	Total Permits: 924 \$85,423,510 Q4 valuation ----- 3,713 total in 2018 \$308,915,750 total valuation ----- 3,683 / \$270,890,510 End Q4 2017
	Inspections: 9,526 in Q4 ----- 40,658 total in 2018 33,920 End Q4 2017

Project Focus: Retail/Office Mixed-Use Building

Currently under review on the north side of Mainstreet between Twenty Mile Road and Dransfeldt Road is a new retail/office mixed-use building. The project proposes a new two-story, 10,334-square-foot building with retail on the first floor and office above with a wide sidewalk providing pedestrian access from Mainstreet to a plaza under construction to the north.



Comprehensive Planning

New Complete Streets Policy!
 Town Council adopted a new Complete Streets Policy in November 2018. Complete Streets are defined as streets for everyone regardless of age, ability, income or background and should have safe, comfortable and convenient access to community destinations and public places – whether driving, walking, bicycling or taking public transportation. In Parker, many of the Town's existing streets include Complete Streets elements such as sidewalks and bike lanes. Future transportation projects will include consideration of surrounding land use, context and character of the site, and will evaluate the needs of all users on the roadway network ensuring that travel will be accommodated in a safe and efficient matter. To view the Parker Complete Street Policy, please visit www.ParkerOnline.org/MasterPlans.

Parker Road Corridor Plan
 Planning staff, along with consultant Kimley-Horn, is currently working on the **draft** Parker Road Corridor Plan (PRCP) after spending months examining Parker Road's key influences and existing conditions, including analysis of traffic operations, mobility, access and land uses. The final Plan will include a Land Use and Transportation Framework Plan and a more specific Central Sub-Area Plan for the general area of Lincoln Avenue on the north to Twenty Mile Road on the south. The project is slated for completion by the first part of Q2 2019. For more information, visit www.ParkerOnline.org/ParkerRoadCorridorPlan.

Land Development Ordinance - Modernization Project
 Community Development has recently initiated the Land Development Ordinance (LDO) - Modernization project to update and modernize the current Land Development Ordinance. The LDO was originally adopted in 1981 from County zoning. It has been amended and expanded over time creating some inconsistencies, development inflexibility and conflicts within the land development regulations. Benefits of this project include adoption of best practices in zoning, greater consistency between the Parker 2035 Master Plan and the LDO, and a more efficient/easier to use regulation. The project will take approximately 36 months and is scheduled for completion by the end of 2021. Watch for the project webpage coming soon to the *Let's Talk Parker* community engagement website!

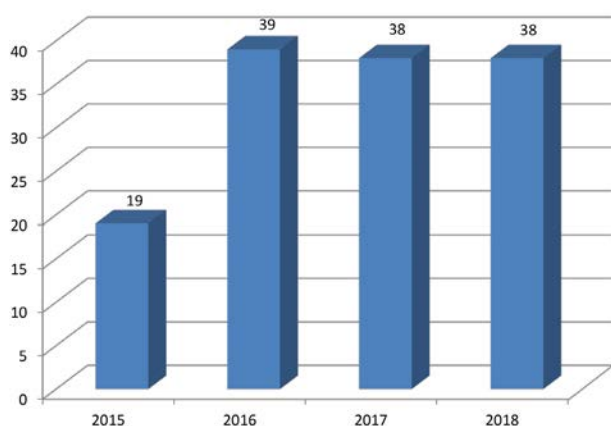
Community Development - con't

Development Review - Project Updates

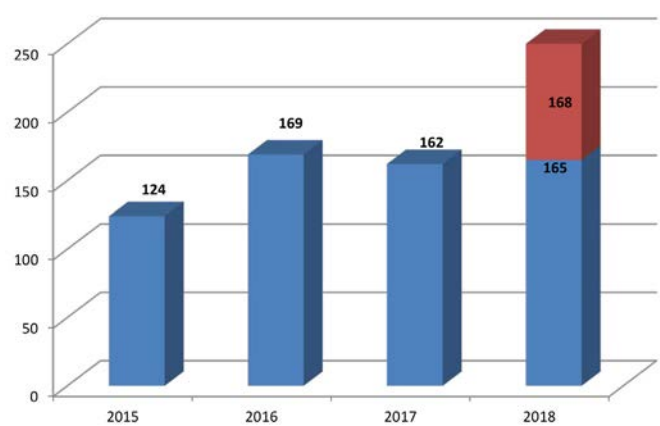
Development Projects of Interest - Under Review

Project Description	Project Type	Case#
Cherrywood Commercial AMD3 L5 * Southeast of E-470 and Jordan Road * 11,021 sq. ft. multi-tenant retail building	Site Plan	SP18-090
Compark Village Filing No. 4 Amendment 1 * South side of Compark Boulevard, west of Chambers * 334,000 sq. ft. of flex office/light industrial space in four buildings	Minor Development Plat Preliminary Site Plan	SP18-107 SUB18-047
Parker Auto Plaza Filing 1 Amendment 2 Multi-Lot Commercial * Southwest corner of Parker Road and Pine Lane * Multi-lot pad development for commercial uses	Preliminary Site Plan Replat	SP18-047 SUB18-020
Chambers High Point * Southwest corner of Chambers Road and E-470 * Create 3 lots for future multifamily residential and commercial development including design for the future Belford Avenue	Minor Development Plat	SUB18-040
Crown Point Filing 1, Amendment 18 * Parker Adventist, southeast of Parker Road and Crown Crest Blvd * 115,333 sq. ft. medical office building	Site Plan	SP18-081
Parker Pointe Commercial * Southeast corner of Parker Road and Stroh Road * Multi-lot pad development for commercial uses and Site Plan for two multi-tenant commercial buildings	Subdivision Site Plans	SUB17-058 SP17-095-096
Sunmarke Filing 1 * North of French Creek Ave between Motsenbocker and Ventana * Plat to create 125 single family detached and 84 paired home lots	Sketch Plan Preliminary Plan Zoning	SUB18-030 SUB18-034 Z18-018
Cottonwood Highlands F4 AMD2 and F5 AMD2 * South side of Cottonwood Drive between Jordan and Chambers * 238 new paired home lots	Sketch Plan	SUB18-037
Trails at Crowfoot (Hess Ranch) Single Family and Paired Homes * South side of Crowfoot Valley Road about a mile south of Stroh * 834 new single family and paired home lots	Final Plats	SUB17-050-053
Hess Ranch * Southwest of Crowfoot Valley Road and Stroh Road * Infrastructure and rough grading for the first phase of Hess Ranch	Sketch Plan Preliminary Plan Final Plat Zoning Amendment	SUB18-049-051 Z18-027

Development Review Submittals* - 4th Quarter



Development Review Submittals* - Year Total



Completed Year-End Projection

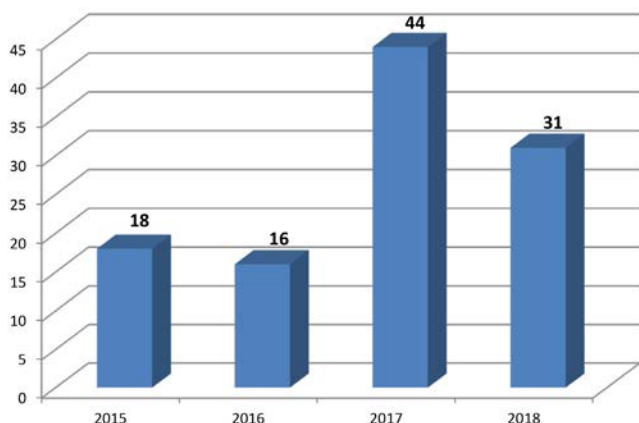
* Annexation, Site Plan, Subdivision and Zoning

Community Development - con't

Major Administrative Approvals - Fourth Quarter 2018

<i>Proposal</i>	<i>Applicant</i>	<i>Case#</i>	<i>Approval Date</i>
Lincoln Meadows Filing 1 Amendment 5, Lots 2A and 2B * Southeast of Twenty Mile Road and Lincoln Meadows Pkwy * Six multi-tenant commercial and industrial buildings	Monarch Lincoln Meadows LLC	SP17-108	Oct. 10
Olde Town Filing 1A, Lot 1, Block 6 * Internal to OldeTown Subdivision * Community pool facility	Neu Town Metropolitan District	SP17-110	Oct. 18
Rampart Station Filing 2 Amendment 1 * Southeast of Hilltop Road and Pine Drive * Kids R Kids Daycare	Pawan Chaudhary	SP18-016	Oct. 18
Parker Auto Plaza Filing 2, Amendment 2, Lot 1A Block B1 * Northwest corner of Twenty Mile Road and Lincoln Avenue * Parker Auto Mart car dealership	Faris Properties LLC	SP18-020	Oct. 1
Crown Point Filing 1, Amendment 2, Lot 4 * Southeast of Parker Road and E-470 * Exterior remodel for new restaurant - Dos Potrillos	Los Dos Potrillos Parker LLC	SP18-075	Oct. 23
Westcreek Filing 1, Amendment 5 Replat * West side of Twenty Mile Road south of E-470 * Create a developable lot for new condominium project	Century Communities LLC	SP18-012	Nov. 26
Lincoln Meadows F4 AMD 2 L3 * Southwest corner of Twenty Mile and Lincoln Meadows Pkwy * Condo Plat	Vehicle Vault	SP18-018	Dec. 7
Pine Bluffs F4 AMD1 L1 * Northeast of Parker Road and Hess Road * Emergency Department Building	Mustang Development Company	SP18-040	Dec. 3
Robinson Ranch F2 AMD 2 L7 * Southeast of Parker Road and Hess Road * Takoda Tavern	Takoda Tavern LLC	SP18-111	Dec. 13

Development Review Approvals* - 4th Quarter



See the Development Tour Map at www.ParkerOnline.org/Development for information on all projects in Town.

* Annexation, Site Plan, Subdivision and Zoning



Cultural Department

Education

- Parker Arts initiated a new student art gallery at the PACE Center to recognize its talented community of instructors and students of all ages. Parker Arts student exhibits rotate throughout the year, corresponding with art classes held.
- Parker Arts served over 60 students in both new and established fall and winter enrichment camps for kids ages 5 to 12 that allowed children to cook, play pirate, build Minecraft machines using Lego, and make butter-beer and edible potions just like Harry Potter.
- Parker Arts continues to serve local hobbyist and professional artists alike through the Art Students League of Denver satellite classes at the PACE Center. Thirty area-residents registered for the recent Fundamentals of Landscape Painting and Loose and Expressive Watercolor classes.
- Adding to the offerings for local holiday family experiences, Parker Arts presented a sold out Sounds of the Season by the Parker Symphony Orchestra as part of the Family Discovery Series. Mayor Mike Waid read "Twas the Night Before Christmas;" families sang along to classics like Rudolph the Red Nosed Reindeer and the Disney movie Frozen; and the night ended with a visit from Santa himself.

Rental Events

- Parker Arts hosted six weddings in Ruth Chapel in the month of December.
- Parker Arts also hosted its first Quinceanera at one of its facilities in November.



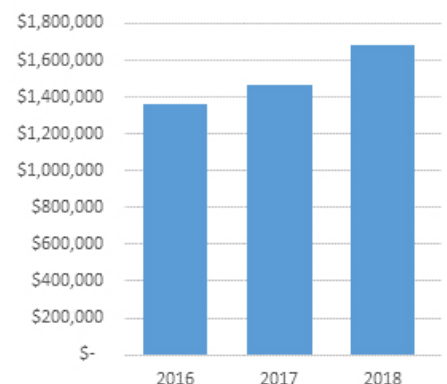
4th Quarter 2018 Performance Capacity

- Friday Night Jazz: A Night In New Orleans (98%)
- Jane Lynch: A Swingin' Little Christmas (pictured above) (99%)
- Colorado Jazz Repertory Orchestra: A Big Band Christmas with the CJRO (98%)
- A Classic Parker Holiday (98%)
- Ryan Hamilton (97%)
- The Nutcracker of Parker 2018 (99%)

Development

- The year 2018 ended strong with 610 members in the Family Membership Program. Thirty-four of the members upgraded their membership into a higher level during the last year.
- Parker Arts held an intimate fundraiser in October called A Night of Intrigue. As a result of this event, one business donated restricted funds, allowing for the purchase of a new Nord Stage 5 keyboard.
- Parker Arts hosted a new event called Give Local on Dec. 4 at the PACE Center. Seventeen local non-profits were invited to attend so that members of the public could get to know non-profits in the community, as well as donate to the organizations of their choice.
- Several unique member events were held in the fourth quarter, including a Brandy and Brownie event after the Colorado 14ers adult lecture, a Holly Jolly After party after the Beverly Belles show, a Bubbles and Bites wine glass painting event. A hot cocoa bar was also held prior to the Christmas Carriage Parade.

2018 Final Ticket Revenue

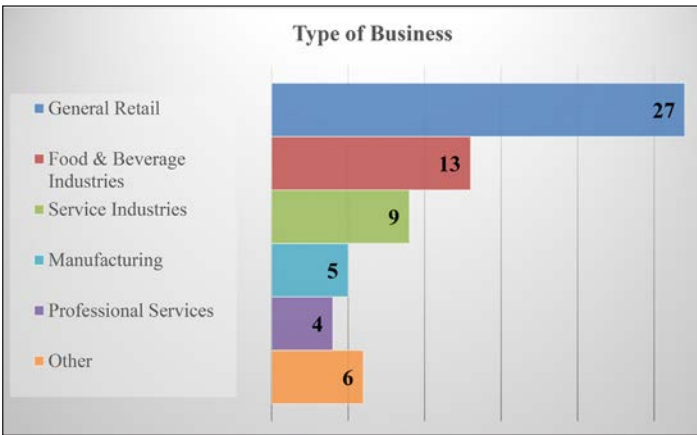




Economic Development

Business Retention Visits

- Councilmembers joined in on several of the 64 business retention visits conducted throughout the year.
- Sales performance and profitability trends continue to increase for most companies.
- The lack of public transportation presents challenges for hiring entry-level and lower-salaried employees.
- Employers continue to struggle finding employees in the trade skills, restaurant, retail and manufacturing areas.
- Parker’s demographics and continued housing growth increase retailer’s success.



Geographical Areas	# of Visits
Cottonwood Retail Area	3
Crown Point Retail Area	5
Lincoln Ave & Jordan Rd	2
Parker Rd & Lincoln Ave	6
Mainstreet & Parker Rd	20
Flatacres Retail Area	9
Dransfeldt Light Industrial Area	15
Stroh Ranch Retail Area	2
Other Areas	2
Total	64

"What Will YOUR Story Be" Video Series

The Economic Development team produced four promotional videos in 2018. Each video showcases what an outstanding place Parker is to do business. Some of the stories talk about personal success, some talk of the decision-making process to locate in Parker and others talk of serving our community. All of these videos relate, at a personal level, how being a part of Parker has enriched the participant’s life. The videos will be used for marketing to business owners, site selectors, entrepreneurs and decision makers looking to start or relocate a company and utilized across all marketing platforms.

The leaders of four Parker businesses (Kirk Webster, Creekside Bikes; Sam Huenergardt, Parker Adventist Hospital; Jennifer Maskrey, Global Tek Labs; Jim Shumway, ET Investments)



gave their time to share their stories. Many employees of these companies contributed their time and efforts to participate in the process, as well. We wish to thank everyone involved in this extremely valuable effort.

Small Business Services

The Economic Development was able to assist 11 businesses during 2018 with training scholarships and project grant funding. Individuals completed courses that improved or added skills and companies were provided grant reimbursements for interior and exterior improvements, essential equipment and signage.



Economic Development - con't

Economic Indicators - 3rd Quarter 2018

Commercial						
	Parker		Southeast Metro		Metro Denver	
	2018 - Q3	2017 - Q3	2018 - Q3	2017 - Q3	2018 - Q3	2017 - Q3
Total Existing Office Square Footage	1,039,905	1,035,505	25,417,315	25,074,986	172,782,010	169,847,264
Office Vacancy Rate	5.70%	6.30%	10.70%	12.70%	9.60%	10.00%
Office Rental Rate - median	\$21.32	\$20.21	\$22.40	\$22.24	\$23.29	\$21.60
Total Existing Retail Square Footage	4,411,628	4,370,614	15,043,837	14,953,423	153,594,526	152,327,707
Retail Vacancy Rate	3.60%	4.80%	3.50%	4.80%	4.20%	4.40%
Retail Rental Rate - median	\$20.72	\$18.99	\$20.97	\$20.85	\$18.52	\$17.77
Total Existing Industrial/ Flex Square Footage	817,407	817,407	14,798,860	14,442,860	237,797,560	234,142,370
Industrial/ Flex Vacancy Rate	1.30%	3.20%	4.50%	5.00%	4.10%	4.50%
Industrial/Flex Rental Rate - median	\$14.01	\$9.40	\$10.38	\$10.45	\$8.18	\$7.95

Residential and Labor Force				
	Parker		Metro Denver	
	2018 - Q3	2017 - Q3	2018 - Q3	2017 - Q3
Residential Building Permits:	316	345	4,240	5,615
- Single Family	287	326	2,812	2,814
- Multi Family	29	19	1,428	2,801
Median Home Price	\$498,000	\$466,835	\$428,000	\$409,000
Median Condo/Townhome Price	\$285,000	\$261,379	\$301,625	\$268,000
Labor Force	30,437	29,912	1,643,442	1,614,214
Unemployment Rate	2.90%	2.50%	3.00%	2.70%

New Development at Hess/Parker

The new development on the northeast corner of Parker and Hess Roads (pictured at right) is progressing nicely. The site will consist of over 70,000 square feet of retail and commercial services, including a medical office building, five restaurant sites, a freestanding emergency department and numerous opportunities for small businesses.





Engineering and Public Works

Roadway Capital Improvement Projects

Jordan Road Widening

- Hess Road to Bradbury Parkway

Roadway widening construction is complete. Median landscaping for three medians between Hess Road and Bradbury Parkway is substantially complete.

Motsenbocker Road Widening

- Clarke Farms subdivision to Todd Drive intersection

Final design for this widening project was completed in the spring of 2018. Funding for the construction of this project is dependent on adjacent development providing their portion of the project funding and easements per their respective development agreement. This funding was received in September and Town staff is currently working to acquire the easements needed to allow for construction in 2019. The project will be competitively bid in January/February with construction anticipated to commence in the spring of 2019.

Chambers Road Widening Median Improvements

- Median improvements between Mainstreet and Heirloom Parkway intersections

The Town has commenced work on these improvements. Work is planned to be completed by spring 2019. Due to a lack of an irrigation water source for this section of roadway, improvements will consist of decorative rock and lighting.

Chambers Road/Cottonwood Drive Traffic Signal

- Installation of a mast arm traffic signal at intersection

The traffic signal is operational and Town staff is working to close out the contract.

Cottonwood Drive Widening

- Jordan Road to Cottonwood Way

Design work has commenced and it is anticipated that the design will be completed in 2019. Due to budget constraints, the funding for the widening construction is not anticipated to be available until 2020.

Canterberry Parkway/Idyllwilde Drive Traffic Signal

- Installation of a mast arm traffic signal at intersection

The Town's contractor has completed the underground improvements. Signal poles for the project were delivered in December and the traffic signal is anticipated to be operational in January.

Summerset Lane Extension

- Extension of Summerset Lane east of Pine Drive

Construction of the roadway project is complete. Installation of the proposed traffic signal at the Pine Drive/Summerset Lane intersection is pending the outcome of a Manual of Uniform Traffic Control Devices (MUTCD) warrant analysis.

Annual Roadway Maintenance Projects

Townwide Concrete Repair

- Miscellaneous sidewalk, concrete pavement and curb and gutter repairs throughout Town

Town staff is working to complete the 2019 scope of work for competitive bidding in March.

Roadway Reconstruction

- Street repairs to various locations in Town

The 2019 reconstruction project will be the westbound lanes of Stroh Road between Parker Road and J. Morgan Boulevard. The Stroh Road reconstruction will remove the 30-plus year-old concrete pavement and replaced it with an asphalt/aggregate base course pavement section during the spring/summer of 2019.

Roadway Resurfacing

- Thin overlays, chip seal and slurry seal (pavement preservation) work in various locations in Town

The asphalt overlay portion of the project has been competitively bid and awarded by Town Council. The pavement preservation project is anticipated to be competitively bid in February.

Kings Point Way

- Roadway construction for proposed collector roadway on east side of Parker Road between Cottonwood Drive to Aurora Parkway

Town staff has engaged a consultant to complete the design of the project. Town Council will be reviewing a proposed intergovernmental agreement (IGA) with the City of Aurora in January. Construction is currently anticipated to commence in 2019.

Engineering and Public Works - con't

Recreation Improvements



Harvie Open Space Park

- Redevelopment of the 70-plus acres (pictured above) located north of Canterbury Parkway and Mainstreet into a passive open space use area

The project is on hold pending direction from Town Council.

Harvie Open Space Access Project

- Addition of a left turn lane to eastbound Mainstreet at Canterbury Parkway and associated traffic signal modifications

Design for the project is complete with construction delayed due to budget constraints. The Town has contracted with Intermountain Rural Electric Association (IREA) for needed underground power relocation and this work will be completed this winter.

Auburn Hills Park Project

- Completion and integration of the 11-acre park (pictured below) that is currently bisected by the undeveloped 210-foot-wide Public Service Company corridor/ROW

Design is underway with construction tentatively scheduled for spring 2020.



Jordan Road Undercrossing Project

- Construction of an under-crossing along the East-West Regional Trail at Jordan Road

Design is underway with construction tentatively scheduled to start and finish in 2020.

Bar CCC Parking Lot Project

- Paving of the existing gravel parking lot and associated drainage improvements and new landscaping, irrigation and lighting

Design is underway with construction scheduled to start in July 2019 and be complete in Nov. 2019.

Bar CCC Ball Park Lighting and Scoreboard Project

- Addition of sports lighting and a scoreboard to this 7.7-acre park (pictured below)

Design is underway with construction scheduled to start in spring 2020 and be complete in summer 2020.



Facility CIP Projects

Schoolhouse Plaza and Parking Lot Renovation

- Renovation of the parking lot area between the Schoolhouse and Ruth Chapel into an interactive plaza and reconfiguration and reconstruction of the south parking lot

Competitive bidding is complete and construction is tentatively scheduled to start in spring 2019 and be complete in fall 2019.

19801 East Mainstreet Building Demolition

- Demolition of the former Parker Water & Sanitation District building located at 19801 East Mainstreet

This project was completed in December.

H2O'Brien Pool and Building Renovation Project

- Renovation of select aquatic features and equipment and improvement of the functionality and flow of the facility

Design is underway with construction tentatively scheduled to start in mid-September 2019 and be complete in mid-April 2020.

Stormwater CIP Projects

Cherry Creek at KOA

- Channel and bank stabilization between McCabe Meadows trailhead parking lot and Twenty Mile Road extended

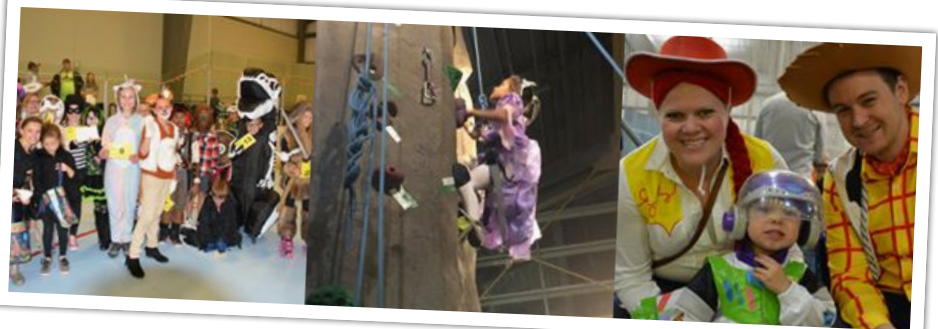
This project is currently in design with permitting and construction projected for the fourth quarter of 2019.



Parks and Recreation

Recreation Facilities

The Annual Fieldhouse Fright Night (pictured at right) took place on Oct. 20. Attendance surpassed previous years with over 1,500 people attending. The event included a costume contest, Rock'n Halloween Climbing on the climbing wall, a haunted house, turf games, crafts and, of course, a Trick-or-Treat Street.



Aquatics

- The Aquatics Division was among the top 5 Red Cross training providers in 2018 within Colorado, Utah and Wyoming in terms of the number of life safety certifications provided.
- Hannah Quaney will join the aquatics team in January as the Aquatics Coordinator of Programming. She will oversee the swim lesson program along with other aquatic related programming.

Therapeutic Recreation

Twenty-one scholarships were given out for individuals with disabilities to enjoy our programs and services in 2018. This is compared to 17 given out in 2017. With acceptance of a new grant of \$18,000, the Therapeutic Recreation Division will be working to provide more scholarships and experiences for individuals with disabilities, especially through the Adaptive Swim Lessons and Water Safety Programs.

Sports

- Ryan Morken and Madison Amundson (Recreation Coordinator II - Sports) both celebrated their one year anniversary with the Town of Parker this Fall. Madison will be leaving us to relocate to California.
- Paige Burkett (Sports Coordinator II - Sports) earned her Certified Youth Sport Administrator (CYSA) certification this fall.

Day Camp Pumpkin Patch Field Trip

What do you do when snow cancels the field trip to the pumpkin patch? You bring the pumpkin patch to the Fieldhouse, of course! Staff saved the day for Day Camp and brought the pumpkins right to the kids!



Parks and Recreation - con't

Fitness and Wellness

Fitness and Wellness classes for teens made a resurgence last fall. Speed and Agility for Teens and Strength and Conditioning for Teens classes (pictured below) saw near capacity attendance comprised of local competitive and school team members looking to improve their athleticism and conditioning during the offseason.



Kids' Zone

The 9th Annual Milk and Cookies with Santa (pictured below) was held at the Parker Fieldhouse on Dec. 9. Children played games, made crafts and talked with Santa about gift requests. There was a 25% increase in enrollment from 2017.



By the Numbers

Fitness and Wellness

3

Average score (out of 4) in each area of the Group Fitness Survey that was conducted at the end of the year (new cycling bikes and HIGH Fitness Class rated the highest)

Memberships

1,992

Recreation memberships sold in 2018

Facilities

12,000

Guests at the Parker Recreation Center in December

18 + 30

New treadmills and cycling bikes added to Recreation facilities

Sports

70

Increase in the number of Youth Basketball participants from 2017

Kids' Zone

25%

Increase in enrollment for Milk and Cookies with Santa from 2017

Day Camp

70

New Day Camp enrollments from October through December, bringing the total number of 2018 participants to 840

Run Series

1,956

Registered participants for the 2018 Turkey Day 5K

Therapeutic Recreation/ Active Aging Adults

60,130

Check-ins at recreation facilities by 2018 SilverSneakers members, compared to 58,248 in 2017

Aquatics

635

Group swim lesson participants in 2018

54

Lifeguards currently working for Parker Parks and Recreation

Parker Ice Trail

8,862

Visits to the Parker Ice Trail in December 2018



Police Department

CALEA Re-Accreditation

A team of assessors spent a week with the Parker Police Department to examine all aspects of the department's policies and procedures, management, operations and support services. While a certification won't be received for a few more months, the assessors were very pleased with the department. They said they've been through a lot of police departments and Parker's is one of the best. We don't just talk the talk, we walk the walk!

Parent Academy

Parker Police Officer Crystal Essman had a conversation with American Academy parents about raising kids in the digital age. The challenges are different from when parents were kids, and understanding those differences are critical to guiding children. Officer Essman is Parker PD's Youth Education and Safety in Schools Instructor, and she will host another class at the Parker Police Department in the first quarter of 2019.

Trick or Treat on Mainstreet

Officers joined trick-or-treaters on Mainstreet and handed out candy to the little ghosts and goblins. (Police Officer costumes got double candy!) We are so blessed to live and work in an amazing community where families support the Police Department and look forward to meeting our Officers.



Scout Night

More than 200 Boy Scouts and Girl Scouts attended the Parker Police Department's Scout Night and learned about the Police Department, crime prevention, bike safety and fingerprinting. The scouts had the opportunity to meet an Officer and learn about their equipment.

Mounted Patrol

Sergeant Joe Cummings from the Mounted Patrol unit had a great time in the Parker Christmas Carriage Parade. He loves seeing the faces of Parker children and residents light up as he rides through downtown on Tug. Sergeant Cummings and Tug also participated in the Denver Parade of Lights.

Shop with a Cop

Parker Police Department Officers and staff members had an amazing time shopping with 24 boys and girls at the annual Shop with a Cop event. Parker-area kids were allowed the opportunity to shop for themselves and family members alongside a Police Officer. Each child picked out a few items for themselves, as well as their loved ones.



Coffee with a Cop

The Parker Police hosted the most successful Coffee with a Cop event (pictured above) in their history in December. More than 200 residents came out to the Police Department on a beautiful Friday morning to meet Officers and Santa and build crafts. Hosting Coffee with a Cop at the Police Department with a focus on interacting with children was an amazing way to build relationships with the youngest members of the community and their parents.

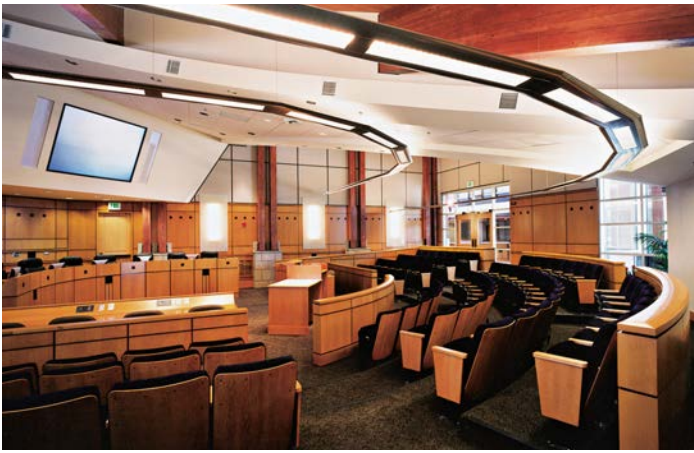
Honor Guard

The PD Honor Guard had the privilege to assist in the service of fallen Las Animas County Sheriff's Office Sergeant Matthew Moreno.



Special Olympics Tip-a-Cop

Thanks to the generous support of Parker residents, the Parker Police were the #1 fundraiser statewide at the annual Texas Roadhouse Tip-a-Cop event (pictured above)! They raised more than \$5,000 on behalf of Special Olympics Colorado with the help of some Parker Special Olympics Athletes and Mayor Mike Waid.



Municipal Court

Teen Court

- The end of the year for Teen Court resulted in 57 cases coming through the program.
- Of the 57 cases, the recidivism rate is less than one percent.
- Teen Court averaged between five to seven cases per month, with some of those cases featuring multiple charges.
- The most prevalent charge this year was Distribution of Tobacco Products to Minors, which mostly consisted of kids getting caught with the vaping pens and using them while at school. This is the first time Possession of Marijuana was not the top charge. Teen Court saw 27 cases of vaping and 15 marijuana cases.
- Teen Court sanctioned 662 hours of community service. The volunteers of Teen Court spent 700 hours of their time volunteering with Teen Court.
- Below are pictures of how Teen Court is creative with tailoring the sanctions to the defendants. One defendant stated he liked to weld and was going to be a welder when he got older. The volunteers of Teen Court sanctioned him to make something for Teen Court that had to do with welding. The second photo was from another defendant who liked to make ceramics and made a flower pot for Teen Court. The third picture is from a defendant who had to demonstrate what vaping does to the lungs. He was very creative with the popcorn as the nickname for what vaping does to the lungs is called "popcorn lungs."



Town Clerk's Office

Statistics – 4th Quarter 2018

Community Event Permits

- 2015 Total – 55
- 2016 Total – 63
- 2017 Total – 68
- 2018 Final – 60

Special Events Permits Processed (Events with Liquor)

- 2015 Total – 5
- 2016 Total – 17
- 2017 Total – 33
- 2018 Final – 31

Active Liquor Licenses

- 2015 – 92
- 2016 – 96
- 2017 – 97
- 2018 Final – 107

Open Records Request

- 2015 Total – 146
- 2016 Total – 170
- 2017 Total – 120
- 2018 Final – 119

Peddlers and Solicitors Permits

- 2015 Total – 25
- 2016 Total – 19
- 2017 Total – 30
- 2018 Final – 18



Request for Town Council Action

Date: January 28, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.526 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to the Parker Water and Sanitation District for the Installation of Water and Sewer Pipeline on a Portion of Lot 1B, Mainstreet Center, 1st Amendment

Department: **Engineering and Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to dedicate an easement to the Parker Water and Sanitation District (PWSD) on a Town-owned parcel, Lot 1B, Mainstreet Center, 1st Amendment. This easement is proposed to allow the Town to install a water service line and fire hydrant on this property as part of the reconstruction of the adjacent parking lot. The installation of these utilities is proposed to avoid future impacts to the new parking lot should this property develop in the coming years.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lot 1B, Mainstreet Center, 1st Amendment is the vacant lot located directly west of the Town's Schoolhouse facility. This property is located adjacent to a Town-owned parking lot that serves the Schoolhouse, which is planned to be reconstructed in 2019 as part of a Town capital improvement project.

As part of the reconstruction project, the Town is proposing to install a waterline loop through the parking lot to improve water circulation and service for PWSD facilities in this area. This loop will be necessary to serve any future development on Lot 1B, and is being installed with this project to avoid impacting the new parking lot pavement should development occur in the near future. This will include the installation of a domestic water service line and fire

hydrant from the new watermain within the parking lot into Lot 1B.

The PWSD requires that easements be dedicated over all fire hydrants in order to preserve their ability to access and maintain those facilities. An easement was previously dedicated to PWSD over the waterline alignment through the parking lot, and this easement is now proposed to cover the hydrant and associated items proposed on Lot 1B.

FINANCIAL IMPACT

No payment is proposed for this easement. The future developer of Lot 1B will be required to reimburse the Town for the cost to design and construct the water infrastructure proposed to be constructed with this Town project.

STRATEGIC GOAL(S)

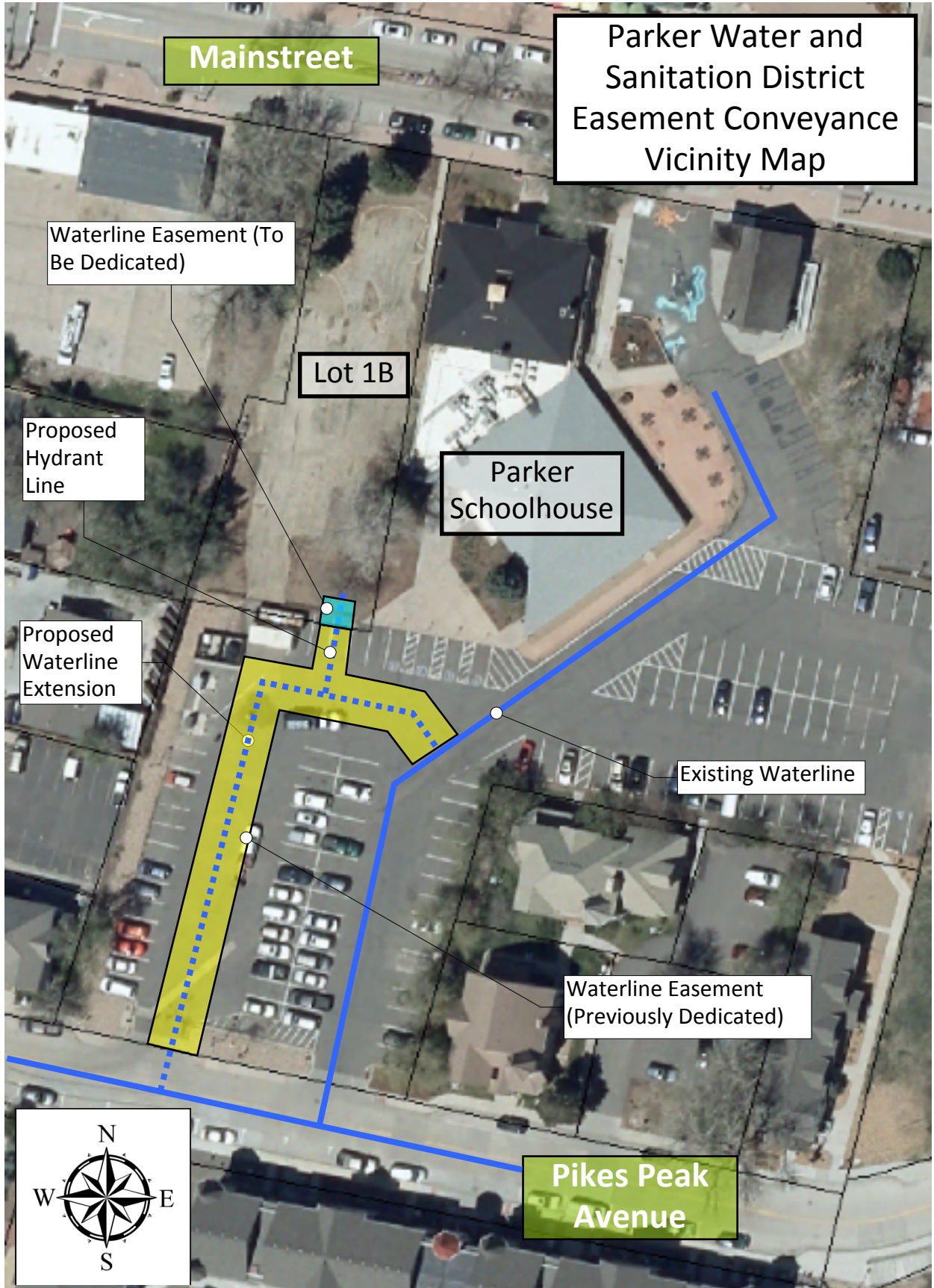


ATTACHMENTS

1. Vicinity Map
2. Ordinance No 1.526

RECOMMENDED MOTION

I move to approve Ordinance No. 1.526 on second reading.



ORDINANCE NO. 1.526, Series of 2019

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO THE PARKER WATER AND SANITATION DISTRICT FOR THE INSTALLATION OF WATER AND SEWER PIPELINE ON A PORTION OF LOT 1B, MAINSTREET CENTER, 1ST AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to the Parker Water and Sanitation District for the installation of water and sewer pipeline on a portion of Lot 1B, Mainstreet Center, 1st Amendment; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for the installation of water and sewer pipeline on a portion of Lot 1B, Mainstreet Center, 1st Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2018, by the TOWN OF PARKER, a Colorado home-rule municipality (the "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and the PARKER WATER AND SANITATION DISTRICT (the "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, the Grantee desires to install water and sewer pipeline in certain real property owned by the Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, the Grantor is willing to grant an easement to the Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to the Grantor by the Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, and the Grantee accepts from the Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. The Grantor does hereby grant and convey to the Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of the Grantee's construction, reconstruction, operation, maintenance and removal of the water and sewer pipeline required by the Grantee from time to time. The Grantee shall have the right of ingress and egress over and across the adjacent lands of the Grantor to and from the Easement Property as may be necessary in connection with the Grantee's construction, reconstruction, operation, maintenance and removal of the water and sewer pipeline.

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

(A) The Grantee shall protect the Easement Property and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. The Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If the Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from the Grantor, then the Grantor may do so, at the Grantee's expense;

(B) In all activities undertaken on property belonging to the Grantor, the Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water and sewer pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water and sewer pipeline, then the Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water and sewer pipeline.

4. Indemnification of Grantor by Grantee. The Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless the Grantor, any directors, officers employees and agents of the Grantor, and any successors or assigns of the Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against the Grantor as a result of or arising out of the activities of the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water and sewer pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR: TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

**GRANTEE: PARKER WATER AND
SANITATION DISTRICT**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Coordinator

Exhibit A

Utility Easement

Legal Description

A portion of Lot 1B, Mainstreet Center, 1st Amendment as platted in the records of Douglas County, Colorado at Reception Number 2016032233, located in the NE ¼, Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, more particularly described as follows:

Commencing at the southeast corner of said Lot 1B;

Thence N80°15'55"W along the south line of said Lot 1B, 10.87 feet to the Point of Beginning;

Thence continuing N80°15'55"W along the south line of said Lot 1B, 25.01 feet;

Thence through said lot along the following three courses:

- 1) N11°39'11"E, 14.19 feet;
- 2) S78°20'49"E, 25.00 feet;
- 3) S11°39'11"W, 13.35 feet to the Point of Beginning.

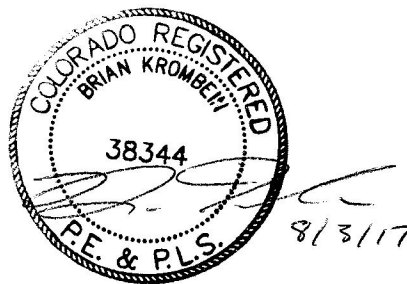
Said parcel, as described, contains an area of 344 square feet, more or less.

Basis of Bearings

Bearings are grid bearings Colorado Coordinate System NAD 83 Central Zone from GPS observations, and are based upon the westerly line of the northeast quarter of Section 22, Township 6 south, Range 66 west of the 6th Principal Meridian, County of Douglas, State of Colorado as bearing S0°39'45"E, between the monuments shown hereon.

Certification

Brian Krombein, PE, PLS
Vermilion Peak Engineering LLC
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129
720-402-6070



MAINSTREET

LOT 1B,
MAINSTREET CENTER,
1ST AMENDMENT

LOT 1A,
MAINSTREET CENTER,
1ST AMENDMENT

S78° 20' 49"E
25.00'

S11° 39' 11"W
13.35'

N11° 39' 11"E
14.19'

N80° 15' 55"W
10.87'

N80° 15' 55"W
25.01'

SE CORNER, LOT 1B
POINT OF COMMENCEMENT

POINT OF
BEGINNING

PROPOSED PWS
EASEMENT

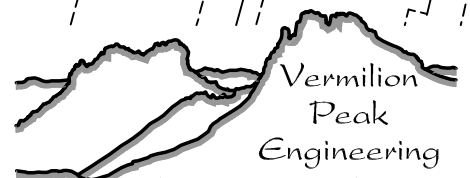
EXISTING PARKER WATER
& SANITATION EASEMENT
REC. NO. 2015035369



0 25 50

SCALE: 1" = 50'

EASEMENT #2 EXHIBIT
PARKER TAPHOUSE
JOB NO. 16014
DATE: AUGUST 3, 2017
SHEET 2 OF 2


Vermilion
Peak
Engineering
Civil Engineering & Land Surveying
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129
720-402-6070 / www.vermilionpeak.com



Request for Town Council Action

Date: January 28, 2019

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.284 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the City of Aurora and the Town of Parker Regarding the Design, Construction, Ownership and Maintenance of Kings Point Way

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

A portion of the proposed Kings Point Way roadway is located north of Cottonwood Drive which is outside the Town's incorporated boundary. The Town has contractually committed to construct this roadway which requires an intergovernmental agreement (IGA) between the Town and the City of Aurora prior to project bidding. If approved, the IGA will address and formalize the design, construction, ownership and maintenance of that portion of Kings Point Way located in the City of Aurora.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to the continued development of the Crown Point development and the proposed Kings Point development north of Cottonwood Drive, a roadway parallel to Parker Road (State Highway 83) is needed to support the anticipated traffic. Kings Point Way will be a parallel collector roadway to the east of Parker Road to provide an alternative route for traffic and emergency services response in the area. The construction of Kings Point Way between Cottonwood Drive on the south and the proposed Aurora Parkway on the north will be a community enhancement to support the economic development of this area.

Ultimately, a half-mile (2,600 feet) of collector roadway will be constructed to link Cottonwood Drive with the proposed Aurora Parkway. The roadway will be a 3-lane nonresidential collector roadway with bike lanes and sidewalks. Town Council approved Ordinance 4.114.1 on June 4, 2018 which established the vertical alignment, horizontal alignment and the grade of this new Town roadway for approximately 850 feet north of the Cottonwood Drive intersection. Beyond (or north of) this point, the roadway will be located within the incorporated boundary of the City of Aurora which requires the proposed IGA.

In 2017, the Town contractually committed to construct the entirety of Kings Point Way between Cottonwood Drive and Aurora Parkway pursuant to the annexation agreement between the Town and Douglas County Associates, LLP (the owner of the property that was annexed into the Town). With approximately two-thirds of this roadway being in Aurora, an IGA is needed with the City of Aurora to allow the Town to construct this roadway. The proposed IGA establishes that the Town will construct the roadway at no cost to Aurora. The roadway will follow Town requirements for a collector roadway, but Aurora will review and approve the design prior to construction. At final acceptance of the project by the Town and Aurora, the Town will convey the road right-of-way including easements for Kings Point Way to Aurora for that section outside our corporate limits. Aurora will assume the long-term maintenance of this section of the roadway. The Town will perform snowplowing and roadway sweeping for a 5-year period which will be part of a separate memorandum of understanding to be executed at a later date.

FINANCIAL IMPACT

The Town has budgeted for this roadway construction in the Highway & Streets Capital Projects (301-4310) budget. A portion of the funds (approximately \$890,000) budgeted for this project was provided by the Vantage Point Development which is located to the east of Kings Point Way.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



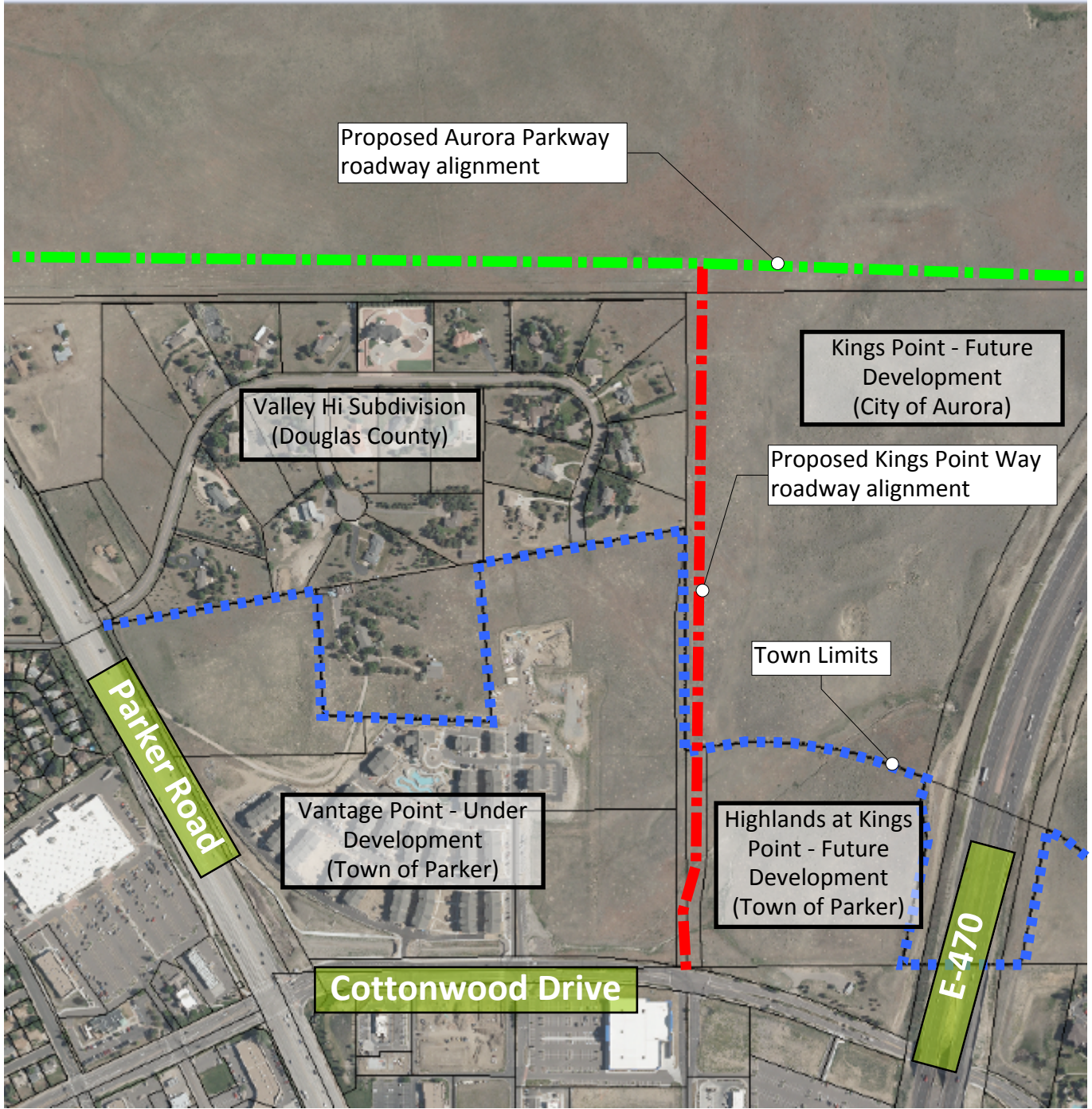
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

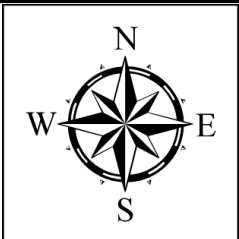
1. Vicinity Map
2. Ordinance No. 9.284

RECOMMENDED MOTION

I move to approve Ordinance No. 9.284 on second reading.



Kings Point Way
Vicinity Map



ORDINANCE NO. 9.284, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND TOWN OF PARKER REGARDING THE DESIGN, CONSTRUCTION, OWNERSHIP AND MAINTENANCE OF KINGS POINT WAY

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the City of Aurora and the Town of Parker Regarding the Design, Construction and Maintenance of Kings Point Way, 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 _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE TOWN OF PARKER REGARDING THE DESIGN, CONSTRUCTION, OWNERSHIP AND MAINTENANCE OF KINGS POINT WAY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Aurora, Colorado, a Colorado home rule municipality ("Aurora"), and Town of Parker, a Colorado home rule municipality ("Parker"), hereinafter collectively referred to as the "Parties."

RECITALS:

A. Aurora and Parker may cooperate or contract with each other to provide any function, service or facility, lawfully authorized to each by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*

B. Aurora and Parker desire to cooperate in the design, construction and maintenance of Kings Point Way, a collector roadway to be constructed between the jurisdictional boundaries of the Parties and the Aurora Parkway, as described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Project").

C. The construction of the Project will provide access to commercial and residential developments to be located in Aurora and Parker.

D. The Parties intend to set forth the terms of design, construction and maintenance of the Project.

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

1. Project Standards.

a. The Project shall be designed by the Town, at no cost to Aurora, as a nonresidential collector in accordance with the Town of Parker, Colorado, Roadway Design and Construction Criteria Manual, as revised May 2018.

b. All storm drainage improvements for the Project, including sediment and erosion control measures, shall be designed and constructed according to the Town of Parker, Colorado, Storm Drainage and Environmental Criteria Manual, as revised February 2014.

c. The Parties acknowledge and agree that Parker will not be required to obtain any permits from Aurora to design, construct or maintain the Project.

2. Review and Approval of the Project Prior to Construction. Aurora and Parker shall have the right to review and approve the design and construction plans related to the Project, prior to construction. Parker shall have the authority to decide disputes concerning design issues or

standards, and the means and methods used to construct the Project, except where specifically addressed to the contrary in this Agreement.

3. Construction of Project. The Project shall be constructed at no cost to Aurora. Parker shall commence or caused to be commenced construction of the Project at such time as (a) the right-of-way and easements necessary to construct the Project have been conveyed to Parker by Douglas County Associates Limited Partnership, L.L.L.P., or its successor (“DCA”) and (b) the additional terms and conditions described in Paragraphs 12 and 13.c. of the Annexation Agreement between the Town and DCA, dated October 16, 2017, and recorded with the Douglas County Clerk and Recorder at Reception No. 2017071061, as set forth in **Exhibit B**, which is attached hereto (the “Annexation Agreement”), have been fully satisfied.

4. Inspections/Changes to Project During Construction. Parker shall be responsible for all inspections related to the construction of the Project. Aurora shall be notified of any significant changes to the project during construction and have an opportunity to provide input on design changes.

5. Final Acceptance of Project. Prior to final acceptance of the Project by Aurora, Parker will provide Aurora with testing information, reports and as-builts, as required by the construction contract for the Project, including the assignment of the contractor’s warranty, as provided in the construction contract. Additionally, Aurora and Parker shall conduct a joint inspection of the Project, and if Aurora and Parker find, upon inspection, that the Project is substantially free of defects in materials and workmanship and has been repaired and maintained as and to the extent required in this Agreement, Aurora shall issue a letter to Parker evidencing final acceptance of the Project. Upon final acceptance of the Project and the completion / acceptance of Aurora Parkway, the Project shall be open for use by the travelling public.

6. Maintenance Responsibilities for the Project.

a. Parker shall be responsible for the maintenance of the Project during the warranty period and until final acceptance by Aurora.

b. Parker shall be responsible for snow removal and street sweeping for the Project for a period of five (5) years following final acceptance of the Project by Aurora. The details of this commitment will be memorialized in a memorandum of understanding between the Parties prior to final acceptance by Aurora.

c. Aurora shall be responsible for the ownership and maintenance of the Project following final acceptance of the Project, except for snow removal and street sweeping as provided herein, subject to the completion / final acceptance of Aurora Parkway.

7. Dedication of Right-of-Way and Easements for Kings Point Way. Upon the final acceptance of the Project by Aurora, Parker shall dedicate the right-of-way for the Project to Aurora, at no cost, by special warranty deed, free and clear of all liens and encumbrances. Upon final acceptance of the Project by Aurora, Parker shall transfer the permanent easements needed for the Project to Aurora.

8. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. 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 (and by registered or certified mail, return receipt requested, postage prepaid), as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

City of Aurora: Director of Public Works
City of Aurora
15151 E. Alameda Parkway
Aurora, Colorado 80012

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

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

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

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

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

14. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries, but are incidental beneficiaries only.

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

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

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

CITY OF AURORA, COLORADO

Bob LeGare, Mayor

ATTEST:

Michael Lawson, Interim City Clerk

APPROVED AS TO FORM:

Michelle Gardner, Assistant City Attorney

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT LIST

EXHIBIT A Vicinity Map for the Project

EXHIBIT B Excerpts of the Annexation Agreement

EXHIBIT A

Vicinity Map for the Project



EXHIBIT B

Excerpts of the Annexation Agreement

* * *

12. Aurora Eastern Access Drive¹ to be Designed and Constructed by the Town. The Town shall design and construct the Aurora Eastern Access Drive to be located adjacent to the western boundary of the Kings Point South Property, from the northern terminus of the Parker Eastern Access Drive to the Aurora Parkway, as a full modified, nonresidential collector, including any auxiliary lanes, necessary storm sewer and sidewalk adjacent to the Property, according the Roadway Manual, and shall use commercially reasonable efforts to substantially complete that Aurora Eastern Access Drive within fifteen (15) months following the satisfaction of the conditions described in Paragraph 13(c) of this Agreement, or at such time as the Aurora Parkway, which is to be designed and constructed by others, is substantially complete and open for use by the public, whichever occurs last. The Town and the Property Owner acknowledge and agree that the source of funding for the design and construction of the Aurora Eastern Access Drive is from the fees and taxes generated from the development of the Property. The Property Owner further acknowledges and agrees that the Town will not consider any form of financial incentive related in any way to the development of the Property until such time as the Town is fully reimbursed for all costs associated with the cost to design and construct the Aurora Eastern Access Drive.

13. Land Dedication. The Property Owner, as the owner of the Property, and the owner of the Kings Point South Property shall either dedicate on a plat or otherwise convey to the Town, as applicable, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

* * *

c. Aurora Eastern Access Drive. The real property to construct a full nonresidential collector, including any auxiliary lanes, necessary storm sewer and sidewalk, from the northern terminus of the Parker Eastern Access Drive to the Aurora Parkway, including all necessary easements as determined by the Town, including, but not limited to, slope, drainage and construction easements, at the time of the first final plat for the Kings Point South Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first; provided that (i) a Framework Development Plan Amendment is approved by City of Aurora to permit a road connection to the Town from the Kings Point South Property; (ii) the City of Aurora and the Property Owner, as the owner of the Kings Point South Property, or its successors in interest, approve the alignment of the Aurora Eastern Access Drive; (iii) the Town, or its assigns, notifies the Property Owner in writing that a bidder has been selected to construct the Aurora Eastern Access Drive and the funds necessary to construct the Aurora Eastern Access Drive have been appropriated by the Town, or its assigns; (iv) the City of Aurora, other applicable governmental agencies and utility providers (including the Magellan Pipeline Company) have issued all permits/approvals to the Town to construct the Parker Eastern Access Drive and the Aurora Eastern Access Drive as described herein; and (v) the Town and the City of Aurora have entered into an intergovernmental agreement concerning the ownership and maintenance of the Aurora Eastern Access Drive.

¹ Aurora Eastern Access Drive also known as Kings Point Way.