

TOWN OF PARKER COUNCIL AGENDA
January 21, 2020

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

- **Recognition of David King, Chief of Police**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. 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 - December 2, 2019 and January 6, 2020***

- B. *ORDINANCE NO. 9.283.1 - First Reading*
A Bill for an Ordinance to Approve the First Amendment to Intergovernmental Agreement Regarding the Design of Improvements to the High Plains Trail By and Between the Town of Parker and the Arapahoe County Board of County Commissioners
Department: Parks, Recreation and Open Space, Dennis Trapp
Second Reading: February 3, 2020
- C. *ORDINANCE NO. 1.529.1 - First Reading*
A Bill for an Ordinance to Terminate and Vacate the Easement that was Granted by the Town to the Parker Water & Sanitation District for Lot 1, Salisbury Equestrian Park, and Recorded at Reception No.2019029507 in the Douglas County Clerk and Recorder's Office
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: February 3, 2020
- D. *ORDINANCE NO. 1.542 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water & Sanitation District for Lot 1, Salisbury Equestrian Park
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: February 3, 2020
- E. *ORDINANCE NO. 3.262.1 - Rezoning - First Reading*
A Bill for an Ordinance to Amend the Dransfeldt Place Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Applicant: Dan Myers, Colorado Steel Systems
Location: Generally located at the west side of Dransfeldt Road between Lincoln Meadows Parkway and Plaza Drive
Department: Community Development, BrieAnna Simon
TRAKiT No.: Z19-013
Second Reading: February 3, 2020
- F. *RESOLUTION NO. 20-004*
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Best Served By a Single Source Contract Concerning the Motsenbocker Road Shoulder Landscaping
Department: Engineering and Public Works, Tom Gill
- G. *RESOLUTION NO. 20-005*
A Resolution Accepting the Conveyance of a Drainage Easement from Compark Land Company, for a Part of Tract A, Compark Village Filing No. 8
Department: Engineering and Public Works, Alex Mestdagh
- H. *CONTRACTS OVER \$100,000*

1. *Professional Services Agreement for East/West Trail at Jordan Road Under Crossing Project*

Amount: \$151,129.00

Contractor: Felsburg Holt & Ullevig

Department: Engineering and Public Works, Bob Exstrom

6. **TOWN ADMINISTRATOR**

TA Report - Winter - 2020

7. **ORDINANCES**

A. **ORDINANCE NO. 9.272 - Second Reading (Continued from 12/2/19)**

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue

Department: Engineering, Chris Hudson

B. **ORDINANCE NO. 9.306 - Second Reading**

A Bill for an Ordinance to Approve the Agreement Between the Board of County Commissioners of the County of Douglas, on Behalf of the Douglas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™)

Department: Police, Jim Prior

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

January 21, 2020

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

1. Proposed Tax and Fee Assistance Agreement with Kilwins Parker (Euclid Avenue Chocolates Corp.)
2. Proposed Agreement Cottonwood Metropolitan District for right-of-way needed for widening of Cottonwood Bridge
3. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet), specifically Pace Lot 2

“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
5. Town of Parker Background Policy/Section 6.4 of the Town of Parker General Operations Manual

**TOWN OF PARKER COUNCIL
MINUTES
DECEMBER 2, 2019**

Mayor Mike Waid called the meeting to order at 5:30 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was a listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) and the second was a second replacement Intergovernmental Dispatch Services Agreement; under C.R.S. § 24-6-402(4)(b) there was one item, which was to receive legal advice on specific legal questions concerning Colo. Const. Art 11, Section 25, and Section 2.05 .060(a) of the Parker Municipal Code (procedural due process/ quasi-judicial matter); and under C.R.S. 24-6-402(4)(e) there was one item which was Purchase and Sale Agreement between the Town and UDC Miller, LLC, for the Pine Curve Property and contract negotiations related to the proposed development agreement for the Pine Curve Property.

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into Executive Session at 5:54 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.

Joshua Rivero moved and Debbie Lewis seconded to come out of Executive Session at 6:43 P.M.

The motion was approved unanimously.

Town Attorney Jim Maloney advised that he received an email from Jeff Toborg stating that he would recuse himself regarding Item #4 of the Executive Session. The Town Attorney read the email into the record. At that time Councilmember Toborg exited the Pikes Peak Conference Room and did not participate in the discussion related to Item #4.

Cheryl Poage stated she officially does not have a conflict.

Josh Rivero moved that Councilmember Cheryl Poage has a conflict of interest concerning any matter related to the Purchase and Sale Agreement between the Town and UDC Miller, LLC for the Pine Curve Property and that Councilmember Poage should be disqualified from participating in any matter before the Town concerning the Pine Curve Property because:

1. Councilmember Poage's conflict of interest impedes independence of judgment;
2. Councilmember Poage's participation will negatively effect the public's confidence in the integrity of the Town Council;

3. Councilmember Poage's participation is likely to have a significant negative effect on the ultimate disposition of the matter; and
4. Councilmember Poage has a fiduciary duty to be impartial and she is obligated to avoid participating in matters when there is a personal interest that may conflict with, influence, or be perceived by the public as influencing Councilmember Poage's conduct.

The basis for this motion is that Councilmember Poage (1) voted against the Listing Agreement for the sale of the My Mainstreet parcels, which included the Pine Curve Property, (2) voted against the Purchase and Sale Agreement of the Pine Curve Property, and (3) made public statements critical of certain types of potential development on the Pine Curve Property, which conduct constitutes prejudgment and a demonstration that she will not be able to be fair and impartial.

Renee Williams seconded the motion.

At that time Councilmember Poage exited the Pikes Peak Conference Room and did not participate in the discussion related to Item #4.

Roll call vote:	Joshua Rivero	-	Yes
	Renee Williams	-	Yes
	Debbie Lewis	-	Yes
	John Diak	-	Yes

The motion was approved unanimously.

Debbie Lewis moved and Renee Williams seconded to go back into Executive Session at 6:47 P.M.

The motion was approved unanimously.

Joshua Rivero moved and John Diak seconded to come out of Executive Session at 7:02 P.M.

The motion was approved unanimously.

Debbie Lewis moved and John Diak seconded to recess the regular meeting at 7:03 P.M.

The motion was approved unanimously.

REGULAR MEETING

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

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

There were none.

PARKER CHAMBER OF COMMERCE UPDATES

Omar Castillo provided an update of the Chamber's activities. He noted that the final Wine Walk for 2019 will be December 6, 2019. The Chamber's retreat will be December 13, 2019.

DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)

Shelly Mango provided an update on the Alliance. Results of their election for new board members will be announced this Friday.

PUBLIC COMMENTS

Charles Haines, 22057 Day Star Drive, commented that snow removal on sidewalks should be a priority.

John Gallagher, 22408 Pebble Brush Lane, commented on snow removal; community mailboxes and bus stops get buried and need quick attention. He added that the Town handled the communication on plowing streets very well.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

No reports were provided.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - November 4, 2019 and November 18, 2019*
- B. *ORDINANCE NO. 1.391.1 - First Reading*
A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning the Town Administrator
 Department: Town Attorney, Kristin Schledorn
 Second Reading: January 6, 2020
- C. *RESOLUTION NO. 19-096*
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Single Source Contract Concerning the 2020 Parker Townwide Chip Seal/Slurry Program
 Department: Engineering and Public Works, Danny Smith
- D. *RESOLUTION NO. 19-100*
A Resolution to Amend the Administrative Organization Plan for the Town of Parker
 Department: Town Administrator, Michelle Kivela
- E. *RESOLUTION NO. 19-103*
A Resolution to Allow a Partial Waiver of Section 13.07.080(h)(2) of the Parker Municipal Code to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 9 Through 13 Through December 31, 2020
 Department: Engineering and Public Works, Alex Mestdagh
 Community Development, Stacey Nerger

F. *RESOLUTION NO. 19-106*

A Resolution to Appoint New Members and Alternates to the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson

Department: Town Council

G. *RESOLUTION NO. 19-108*

A Resolution in Support of Colorado Gives Day in Parker, Colorado, on December 10, 2019, as Promoted by the Douglas County Community Foundation

Department: Town Council

H. *CONTRACTS OVER \$100,000*

1. *Give 5 Productions - Production of Mamma Mia*

Amount: \$135,000

Contractor: Give 5 Productions

Department: Cultural, Elaine Mariner

2. *Fifth Amendment to Agreement for Professional Services (for advertising purchased for the Town of Parker's Cultural Department)*

Amount: \$207,000.00

Contractor: Evolution Agency, LLC

*Department: Cultural, Elaine Mariner
Cultural, Carrie Glassburn*

Joshua Rivero moved to remove Consent Agenda Item 7G for discussion.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve Consent Agenda items 7A through 7H except 7G.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

Joshua Rivero read Resolution No. 19-108 into the record.

Joshua Rivero moved to approve Consent Agenda item 7G.

Jeff Toborg seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

A. UNPLATTED LOOKING GLASS SEGMENT 1 - Sketch and Preliminary Plan

Applicant: JEN Colorado 18, LLC, Larry Jacobson
Location: Generally located at the southwest corner of Crowfoot Valley Road and Stroh Road
Department: Community Development, Paul Workman
TRAKiT No.: SUB19-021 & SUB19-022

7:30 P.M.

The subject application is for the Hess Ranch Planned Development which is being marketed as Looking Glass by the developer, JEN Colorado 18, LLC. They applied for and received approval from the Town Council for the following on August 19, 2019:

1. Infrastructure Sketch and Preliminary Plan for Segment 1
2. Amendments to the Planned Development Guide and Plan
3. Parks, Trails and Open Space Master Plan

The developer, JEN Colorado 18, LLC, is now requesting approval of the Development Sketch and Preliminary Plan for Segment 1 with a total area of 306.7 acres. The Development Sketch and Preliminary Plan include six (6) separate filings containing the following elements:

1. 588 lots for detached single-family homes;
2. A 19.46 acre unbuildable tract for single-family attached (paired) homes;
3. A total of 136.25 acres of open space with local and regional trails;
4. A total of 17.05 acres of parks

The proposed Development Sketch and Preliminary Plan are consistent with the Partial Waiver Resolution that the Town Council approved on May 6, 2019, allowing the development of Hess Ranch to proceed in segments (phases).

Applicant

Larry Jacobson, Front Range Communities LLC, 4100 E. Mississippi Ave., Denver, advised that 45% of the project is open space. Each filing has its own park. Matt Osborne of Frong Range Communities discussed the parks and open space. They agree with the conditions noted in the staff memorandum.

Public Comment - None

The Public Hearing was closed at 7:57 P.M.

Joshua Rivero moved to approve the Unplatted Looking Glass Segment 1 - Sketch and Preliminary Plan, based on staff findings, with the following conditions:

1. The applicant shall dedicate utility easements as required on all final plats.
2. All comments provided by Aztec Consultants must be addressed during the final plat process.

3. The applicant shall meet the required setbacks and zoning within the Planned Development Guide.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 19-101

A Resolution to Adopt the Parker Road Corridor Plan, as a part of the Parker 2035 Master Plan

Applicant: Town of Parker
Location: Townwide
Department: Community Development, Mary Munekata
TRAKiT No.: PLN16-001

8:00 P.M.

The Plan is a land use-transportation policy document that incorporates recommendations and strategies to guide future decision-making by the Town, CDOT and partners such as Douglas County and the E-470 Highway Authority. It is a roadmap to effectively manage growth, promote appropriate land uses, guide in-fill development, improve highway operations and safety while prioritizing future infrastructure investment in the Corridor to realize the community vision for Parker Road in the future.

Staff provided Council with a corrected resolution as the original resolution contained some errors. Staff also read into the record the corrected resolution.

Public Comment - None

The Public Hearing was closed at 8:17 P.M.

Debbie Lewis moved to approve the **revised** resolution as submitted during the council meeting.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

C. BLAIR INDUSTRIAL PARK REPLAT OF TRACT 3 L3 – Use by Special Review for Camp Bow Wow Kennel Expansion

Applicant: Todd Woody, PM Design Group
Location: Generally located at the west side of the intersection of Progress Drive and Mountain Main Drive
Department: Community Development, BrieAnna Simon
TRAKiT No.: Z19-020

8:18 P.M.

The applicant, PM Design, is requesting Use by Special Review (UbSR) approval to expand the

existing Camp Bow Wow dog kennel from 5,574 square feet to approximately 7,450 square feet in total area. The applicant also proposes an additional outdoor play area for dogs.

Applicant

PM Design Group, 1700 S. Alton Way reviewed the project. They also stated that the parking lot is to be repaired and they will make better use of the parking lot areas. They will also put up signs on the premises to pick up after your dog.

Public Comment

Nicholas Ratkam, 10315 S. Progress Way, stated that barking dogs are an issue and also spoke for the other businesses in the area who have similar issues with this company. He asked that the application be denied.

The Public Hearing was closed at 8:32 P.M.

Joshua Rivero moved to approve, based on staff findings, with the following conditions contained in the staff report:

1. That the Use by Special Review materials submitted to the Community Development Department on October 21, 2019 shall be the approved Use by Special Review materials.
2. All conditions and related materials approved under the Use by Special Review (UbSR 07-001) will remain in effect.
3. Operations shall comply with the "Camp Bow Wow Operations Manual" and the "Camp Bow Wow Camper Healthcare & Cleaning Guide" uploaded on November 6, 2019. Additionally, all subsequent versions of these manuals shall be adhered to.
4. A building permit shall be required for any interior or exterior work completed on site.
5. The use shall be a licensed facility with Pet Animal Care Facilities Act (PACFA) Program.
6. This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for. The Community Development Director, upon written request, may grant a ninety-(90) day extension.

Jeff Toborg seconded the motion.

The motion was approved 5 to 1. (Lewis voted no.)

D. ORDINANCE NO. 1.523.5 Second Reading

A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey

8:35 P.M.

The budget revision is to amend the appropriated funds for 2019. The total budget amendment

is a net increase of \$1,573,525 revenue to the General Fund, and a net increase of expenditures of \$376,060 to the Capital Improvements Fund.

Public Comment - None

The Public Hearing was closed at 8:38 P.M.

Debbie Lewis moved to approve Ordinance No. 1.523.5 on second.

Renee Williams seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 1.539 - Second Reading

A Bill for an Ordinance to Adopt the 2020 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

8:38 P.M.

Staff is required by Town Charter to submit a budget for the coming year to Council prior to October 15, 2019. The document was emailed to Council on Wednesday, October 9, 2019, and posted on the Town of Parker Internet site on Friday, October 11, 2019, in compliance with that requirement. In addition, a budget retreat was held on September 27, 2019, where the Town budgets were reviewed. On October 28, 2019, a study session was held with Council. The first public hearing was held on November 4, 2019.

The projected budget is balanced across all funds. The General Fund cash balance meets the requirement of maintaining at least a 25% reserve equal to the total annual General Fund appropriations.

Public Comment - None

The Public Hearing was closed at 8:44 P.M.

Cheryl Poage moved to approve Ordinance No. 1.539 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

A. COMPARK VILLAGE SOUTH

Department: Engineering and Public Works, Alex Mestdagh

8:45 P.M.

The developer of the proposed Compark Village South subdivision is requesting extensions of several items associated with this project. This item includes the following requests:

- An extension to the expiration date of the development's Minor Development Plat (Filing No. 1) that creates the major infrastructure for the project, and approval of the associated Amended and Restated Subdivision Agreement.
- An extension to the expiration date of the developments' Final Plats - Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 – that create single-family residential lots.

These extensions are being requested to allow additional time to obtain environmental permits necessary to begin work on the development.

Public Comment - None

Michael Victors, 507 Clayton St., Denver, was present to answer any questions and provided a brief overview of the project.

1. RESOLUTION NO. 19-104

A Resolution to Amend Resolution No. 18-091, Series of 2018, to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through June 30, 2020, and Approve the Subdivision Agreement for Compark Village South Filing No. 1

John Diak moved to approve Resolution No. 19-104.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

2. RESOLUTION NO. 19-105

A Resolution to Amend Resolution No. 18-092, Series of 2018, to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 Through December 31, 2020

Joshua Rivero moved to approve Resolution No. 19-105.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 19-097

A Resolution Supporting the Recommendations Concerning the Park Dedication Standards Contained in the June 2019 Park Dedication Standards Update Recommendations Report Prepared by MIG, INC

Department: Community Development, Mary Munekata

8:59 P.M.

The current park dedication standards in the Land Development Ordinance (LDO) for new residential development were established in 2001 and updated in 2005. These standards guide the amount and type of parks provided with new residential development which are often owned by a Homeowners' Association. These parks are important because they support residential quality of life, supplement the Town owned park system and relieve pressure on Town recreation facilities.

Community Development and Parks and Recreation staff have identified issues with inconsistent park quality outcomes arising from new residential development proposals. Staff determined that there is a need for updated park dedication standards to ensure that new residential development incorporates improved park facilities, higher quality amenities and reflects best practices for park design and planning. To address this, staff prepared the Parks Dedication Standards Update Report with assistance from MIG, a leading planning and landscape architecture consulting firm.

Public Comment - None

Joshua Rivero moved to approve Resolution No. 19-097.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

C. RESOLUTION NO. 19-107

A Resolution to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance of Lot 31A-2 Block 1, Twenty Mile Village Filing No. 2, 12th Amendment, With Certain Requirements of Section 13.06.050(d) of the Parker Land Development Ordinance and the Site Plan for the Grove (SP17-099), Which Compliance Shall Occur Prior to the Town's Acceptance of Any Application for Site Plan Amendment, Replat or Development Permit and/or Approval of Any Pending Application for Site Plan Amendment, Replat or Development Permit for Lot 31A-1, Block 1, Twenty Mile Village Filing No. 2, 12th Amendment, and to Defer Enforcement of Section 13.03.040(a) of the Parker Land Development Ordinance as Provided Herein

**Department: Community Development, John Fussa
Community Development, Paul Workman**

On June 1, 2018, the Town approved a Site Plan (SP17-099) for the construction of a hotel for the property known at that time as Lot 31A, Block 1, Twenty Mile Village Filing No. 2, 11th Amendment. The approved Site Plan provides off-street parking spaces as required by the Parker Land Development Ordinance (the "Code"). On July 6, 2018, the Town approved a replat of the Site Plan property titled "Twenty Mile Village Filing No. 2, 12th Amendment", which divided the approved Site Plan property into the "Hotel Lot (Lot 31A-2, Block 1)" and the "Remainder Lot (Lot 31A-1, Block 1)".

The hotel and associated commercial uses generate the need for 81 off-street parking spaces to comply with the Code. Of the 81 off-street parking spaces required, 64 off-street parking spaces are located on the Hotel Lot and the remaining 17 required off-street parking spaces would be located on the Remainder Lot. The parking spaces on the Hotel Lot have been constructed as per the approved Site Plan; however, the spaces on the Remainder Lot have not been constructed.

The opening of the Hotel Lot without the required 17 off-street parking spaces will constitute a violation of the approved Site Plan and Section 13.06.050(d) of the Code. Under Section 13.01.100 of the Code, the Town Council may authorize waivers from the provisions of the Code "if it is determined to be in the public interest and does not impair the intent and purposes of this Title."

The proposed resolution would temporarily defer the construction of the 17 required off-street parking spaces on the Remainder Lot. The Town will not accept new applications or approve pending applications for site plans, replats or any development permits on the Remainder Lot that do not provide for the construction and use of the required 17 off-street parking spaces to serve the hotel and associated uses.

Applicant

Mike May - 129236 Anezzo Cir., stated they were short 17 spaces and that the Site Plan required the spaces be provided.

Mitch Trevey, 10510 Dransfeldt, /was assssst - does not think they have to provide the 17 spaces and shouldn't be punished. None.

There was a brief recess at 9:47 P.M.

Mitch Trevey, 10510 Dransfeldt, representing the owner of the Remainder Lot, stated they do not think they have to provide the 17 spaces and shouldn't be punished.

Public Comment - None

Renee Williams moved to approve Resolution No. 19-107.

Debbie Lewis seconded the motion.

The motion passed 5-1. (Poage voted no.)

Joshua Rivero moved to continue the Town Council Meeting past 10 P.M.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was reconvened at 9:53 P.M.

ORDINANCES

A. ORDINANCE NO. 1.540 - Second Reading

A Bill for an Ordinance to Levy General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2020 Budget Year

Department: Finance, Mary Lou Brown

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2019, in order to collect property taxes for the 2020 budget year.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.540 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 3.352.1 - Second Reading

A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.352, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Development of Properties that Are Not Included In a Zoning District and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Amendments to the Land Development Ordinance with Respect to Such Properties

Department: Town Attorney, Kristin Schledorn

This ordinance is to affirm adoption of Emergency Ordinance No. 3.352, in accordance with Section 7.6 of the Town of Parker Home Rule Charter, and temporarily suspend for 180 days the processing and approval of any application or permit related to the development of properties that are not included in a zoning district.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 3.352.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 8.30 - Second Reading

A Bill for an Ordinance Amending Chapter 4.08 of the Parker Municipal Code, Entitled Stormwater Management Program, Concerning Exemption from and Collection of Stormwater Utility Fees

**Department: Engineering/Public Works, Tom Williams
 Engineering/Public Works, Jacob James**

This ordinance is to amend Chapter 4.08 of the Parker Municipal Code, Entitled Stormwater Management Program to provide clarification and definition of "private streets, rights-of-ways and alleys" to better interpret their exemption from the Stormwater Utility Fee.

Public Comment - None

Joshua River moved to approved Ordinance No. 8.30 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

Ordinance No 8.30 is a duplicate number and should have been No. 8. 31.

D. ORDINANCE NO. 1.541 - Second Reading

A Bill for an Ordinance Approving the Agreement for Purchase and Sale of Land By and Between the Town of Parker and ACG, LLC, Concerning Lot 1B, Mainstreet Center 1st Amendment (the Schoolhouse Gym Property)

Department: Town Attorney, Jim Maloney

The purpose of this ordinance is for the Town Council to consider a purchase and sale agreement for real property owned by the Town, which is commonly referred to as the Schoolhouse Gym Property. The purchase and sale agreement (the "Agreement") is signed by ACG, LLC (the "Buyer") to purchase the Schoolhouse Gym Property (the "Property"). The material terms of the Agreement are summarized as follows:

1. Purchase Price: \$330,000 (the listing price is \$375,000).
2. Reimbursement: In addition to the purchase price, the Buyer will pay the Town \$81,185.25 for waterline improvements.
3. Use of the Property: The Agreement provides that the "Buyer (will) construct and operate a restaurant and tavern on the Property."
4. Deed Restrictions: In addition to the initial development of the Property, the Property is to be "used solely for the following specific uses . . . retail shopping establishments; specialty goods; grocery store; restaurant (with indoor and outdoor seating) with or without liquor lounge, bar, or

microbrewery.” In the event this restriction is violated, the Town has the right to repurchase the Property for fair market value.

5. Maintenance Covenant. The Buyer is required to maintain and repair “all landscaping on the Property in a good and safe condition . . . in a manner and custom in keeping with . . . similar improvements in Historic Center of the Greater Downtown Zoning District.”

6. Closing. The closing is to occur at least fifteen (15) days after the expiration of the “Permitting and Financing Deadline,” but in no event later than 210 days from the effective date of the Agreement.

7. Permitting and Financing Deadline. The Buyer has 100 days from the effective date of the Agreement to obtain all “Necessary Approvals” and “Financing.” The Buyer will have two (2) consecutive options of 30 days to extend this deadline. The “Necessary Approvals” and “Financing” are for a “restaurant and tavern.”

Applicant

Jeff Swanson, 8505 Alameda Ave., architect for ACG, LLC ,was present for any questions.

Public Comment - None

John Diak moved to approve Ordinance No. 1.541 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 9.272 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue

Department: Engineering, Chris Hudson

John Diak moved to continue the Public Hearing for this item to January 21, 2020.

Joshua River seconded the motion.

The motion was approved unanimously.

F. ORDINANCE NO. 5.73.1 - Second Reading

A Bill for an Ordinance to Amend Section 8.11.060 of the Parker Municipal Code Concerning Consumption of Marijuana by a Minor

Department: Town Attorney, Kristin Schledorn

This ordinance makes it unlawful for a person under the age of 21 to consume marijuana.

Public Comment - None

Renee Williams moved to approved Ordinance No. 5.73.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

G. BELFORD METROPOLITAN DISTRICTS

Department: Town Attorney, Kristin Schledorn

Ordinance Nos. 9.303 and 9.304 approve the Intergovernmental Agreement for Belford North Metropolitan District and the Amended and Restated Intergovernmental Agreement for Belford South Metropolitan District, respectively.

Public Comment - None**1. ORDINANCE NO. 9.303 - Second Reading**

A Bill for an Ordinance Approving an Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford North Metropolitan District

Joshua Rivero moved to approve Ordinance No. 9.303 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

2. ORDINANCE NO. 9.304 - Second Reading

A Bill for an Ordinance Approving an Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford South Metropolitan District

Joshua Rivero moved to approve Ordinance No. 9.304 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

PUBLIC COMMENTS CONTINUED IF NECESSARY

The meeting was adjourned at 10:25 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
JANUARY 6, 2020**

Mayor Mike Waid called the meeting to order at 5:58 P.M. Councilmembers Toborg and Williams were absent.

Town Attorney Jim Maloney announced that there were four (4) items in Executive Session. Under C.R.S. § 24-6-402(4)(b) there were two items, the first was to hold a conference with the Town's attorney 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 and the second was to receive legal advice on specific legal questions concerning Deputy Zackari Parrish III Violence Prevention Act, Article 14.5 of Title 13 of the Colorado Revised Statutes; under C.R.S § 244-6-402(4)(e) there were two items, the first was a proposed annexation agreement for the Kime Property and the second was listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (Eastmain property).

Joshua Rivero moved and Debbie Lewis seconded to go into Executive Session at 6:02 P.M. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Joshua Rivero moved and John Diak seconded to come out of Executive Session at 6:41 P.M.

The motion was approved.

Joshua Rivero moved that Debbie Lewis does not have a conflict of interest for Item 3, the Kime Property.

John Diak seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved and Cheryl Poage seconded to go back into Executive Session at 6:49 P.M.

The motion was approved unanimously.

Cheryl Poage moved and Debbie Lewis seconded to come out of Executive Session at 7:02 P.M.

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to recess the meeting at 7:02 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Mike Waid reconvened the meeting at 7:07 P.M.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Mary Lou Brown presented the 2019 Distinguished Budget Award for the Government Finance Officers Association to Rhonda Willey. Mary Lou advised that this is the 15th year that we have received this award.

Jim Maloney introduced Attorney Jamie Winn who will be working with the Police Department and Human Resources. She will also be helping with other projects in the Town Attorney's Office.

PARKER CHAMBER OF COMMERCE UPDATES

Kara Massa provided a brief update on the Parker Chamber's 2020 events.

DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)

There were none.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers each reported on the meetings they attended since the last Council meeting.

CONSENT AGENDA

A. ORDINANCE NO. 9.306 - First Reading

A Bill for an Ordinance to Approve the Agreement Between the Board of County Commissioners of the County of Douglas, on Behalf of the Douglas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™)

Department: Police, Jim Prior

Second Reading: January 21, 2020

B. RESOLUTION NO. 20-001

A Resolution to Amend Resolution No. 19-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Department: Town Clerk, Carol Baumgartner

C. CONTRACTS OVER \$100,000

1. Chambers Road - Grasslands Drive Traffic Signal (CIP19-019)

Amount: \$361,795.00

Contractor: TAT Construction, LLC

Department: Engineering and Public Works, Chris Hudson

2. Janitorial Service Agreement

Amount: \$477,052.20

Contractor: The Key People

Department: Engineering/Public Works, Jim Gilbert

John Diak moved and Debbie Lewis seconded to approve Consent Agenda items 4A through 4C.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 1.391.1 - Second Reading

A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning the Town Administrator

Department: Town Attorney, Kristin Schledorn

At the November 5, 2019 Special Election, the Parker voters approved amendments to the Town of Parker Home Rule Charter concerning emergency powers (Section 15.14) and the personnel manual (Section 15.19). Those amendments necessitate changes to Section 2.03.020, concerning the Town Administrator's functions and duties.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.139.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

PUBLIC COMMENTS CONTINUED IF NECESSARY

ADJOURNMENT

The meeting was adjourned at 7:18 PM.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: January 21, 2020

Submitted By: Jim Cleveland, Acting Deputy Town Administrator/Parks,
Recreation and Open Space Director
Dennis Trapp, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.283.1 - First Reading**
A Bill for an Ordinance to Approve the First Amendment to Intergovernmental Agreement Regarding the Design of Improvements to the High Plains Trail By and Between the Town of Parker and the Arapahoe County Board of County Commissioners

Department: Parks, Recreation and Open Space,
Dennis Trapp

Second Reading: February 3, 2020

EXECUTIVE SUMMARY

The High Plains Trail (HPT) project is a regional partnership between Douglas County, Arapahoe County, Aurora and Parker (The Partners Group) to design, construct and maintain this regional trail connection (see Attachment 1). The current Intergovernmental Agreement (IGA) between the Town and Arapahoe County in the amount of \$200,000 was approved on December 3, 2018, and addressed initial design and engineering efforts. This cost was evenly shared between Arapahoe County and the Town. The proposed first amendment to this IGA addresses additional funding in the amount of \$360,000 to complete all design and engineering documentation up to and including final construction documents. Similar to the original IGA, Arapahoe County and the Town will evenly share this cost with the Town's portion being \$180,000.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The HPT will provide a critical link between the existing regional trail along the west side of the E-470 Tollway north of the Arapahoe/Douglas County line to various regional trails west of

Parker Road. This one-mile trail segment will be 10-feet wide and includes a grade-separated pedestrian overpass of Parker Road. This overpass will provide access to both the Cherry Creek and Centennial trails thereby providing trail users the opportunity to access major open space and recreational amenities such as Cherry Creek State Park, Chatfield State Park and Castlewood Canyon State Park. In addition this trail overcrossing will also provide Parker residents, along with residents of Douglas and Arapahoe County's, access to open space areas and other regional trails located within Aurora.

The Partners Group is coordinating design and various funding efforts to construct Segments I, II and IV of the trail. A private party (Kings Pointe Development) will construct Segment III as part of its existing development obligation with the City of Aurora (see Attachment 1).

FINANCIAL IMPACT

The financial impacts of the HPT project fall into three major categories. These include; 1) Design and Engineering Fees, 2) Construction Costs, and 3) Long-Term Maintenance Obligations.

Design and Engineering Fees are addressed as part of the first amendment to the IGA between Arapahoe County and the Town which is the subject of this staff report and the attached ordinance and IGA.

Construction Costs are estimated to be between seven and eight million dollars. This cost will be updated based on the finalization of all construction documentation and any additional technical information that may be necessary. To date The Partners Group has raised approximately \$7.6 million including both secured amounts such as grants plus individual commitments from The Partners Group member jurisdictions and the E-470 Authority. This group is continuing to seek additional funding sources.

Long-Term Maintenance Obligations for the project will be shared between The Partners Group and memorialized in a future IGA. The Town will assume maintenance of the existing E-470 Regional Trail (Centennial Trail) located within the Town, upon completion of HPT per the IGA approved in 2016 between the E-470 Authority and the Town. The annual maintenance cost for this trail segment will be approximately \$10,000.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

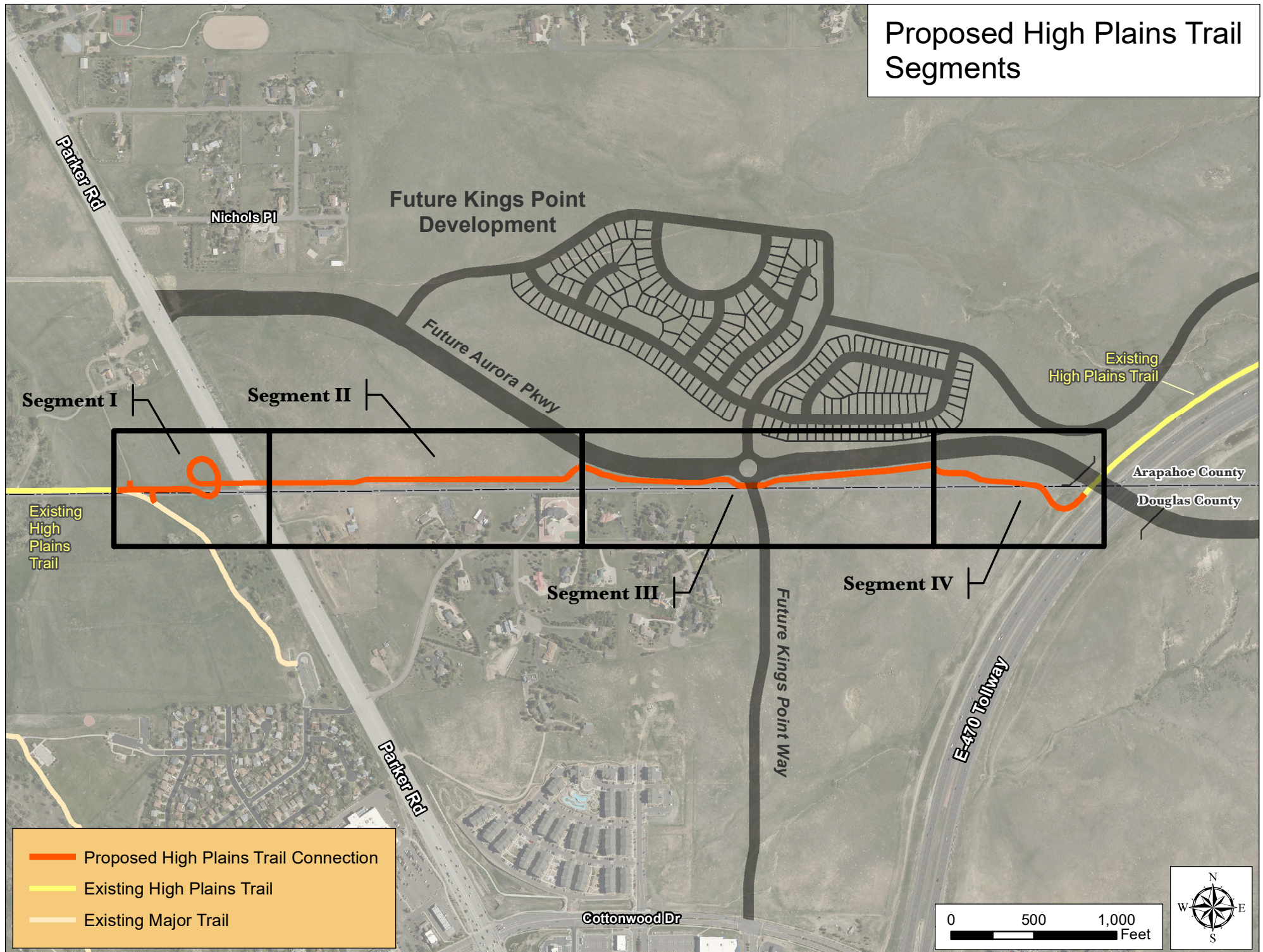
ATTACHMENTS

1. High Plains Trail Segments
2. Ordinance No. 9.283.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.283.1 on first reading and to schedule second reading for February 3, 2020, as part of the consent agenda.

Proposed High Plains Trail Segments



ORDINANCE NO. 9.283.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING THE DESIGN OF IMPROVEMENTS TO THE HIGH PLAINS TRAIL BY AND BETWEEN THE TOWN OF PARKER AND THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

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 Intergovernmental Agreement by and between the Town of Parker and the Arapahoe County Board of County Commissioners concerning the High Plains Trail, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING THE DESIGN OF IMPROVEMENTS TO THE HIGH PLAINS TRAIL

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the “First Amendment”) is made and entered into this _____ day of _____, 2020, by and between the Town of Parker, a Colorado home rule municipality (“Parker”), and the Arapahoe County Board of County Commissioners (“Arapahoe”) (collectively, the “Parties”).

RECITALS:

A. Parker and Arapahoe entered into the Intergovernmental Agreement Regarding the Design of Improvements to the High Plains Trail (the “Agreement”) on January 2, 2019.

B. The Agreement, in part, provided for the conceptual design and initial design of Segments I, II, and IV of the Project described in the Agreement.

C. Paragraph 3.E. of the Agreement provides that “[t]he final design of the Project will be addressed by future amendment to this Agreement.”

D. The Parties desire to amend the Agreement by this First Amendment to provide for the final design of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties hereto agree to this First Amendment as follows:

Section 1. Paragraph 5 of the Agreement is hereby amended by amending subparagraphs A and B, and to add a new subparagraph C to provide as follows:

5. PROJECT COSTS AND ALLOCATION OF COSTS.

A. The Parties agree that, for the purposes of this Agreement, the Project costs shall consist of and be limited to the following:

- 1) Conceptual design services;
- 2) Initial design services;
- 3) Final design and engineering services;
- 4) Preparation of final construction drawings;
- 5) Design services during construction;
- 6) Overall project design contingency;
- 7) Preparation of design to facilitate raising the existing power line along east side of Parker Road;

- 8) Construction of improvements; and
- 9) Construction management services.

B. It is understood that the Project costs for components three, four, five, six and seven, as defined above, are not to exceed \$360,000 without amendment to this Agreement.

Project costs for the various elements of the effort as of the date of this First Amendment are estimated as follows. It is anticipated that funds for additional design work, related construction costs and construction management services costs may be added to the Agreement in the future.

Project costs for the various elements of the effort as of the date of this First Amendment are estimated as follows. It is anticipated that funds for additional design work and related construction costs may be added to the Agreement at a future date.

ITEM	AMOUNT
Segments I and II (60% design)	\$ 61,641
Segments I and II (90% design)	137,175
Segments I and II (100% design/construction drawings)	41,666
Segments I and II (design services during construction	28,796
Raising power line along east side of Parker Road (estimated design cost)	25,000
Subtotal	\$294,278
Overall project design contingency (approx. 22%)	65,722
Total	\$360,000

This estimated breakdown of costs is for planning purposes only. Costs may vary between the specific elements of the effort without amendment to the Agreement, as long as the total expenditures do not exceed the maximum contribution by all Parties, plus accrued interest, if applicable, as provided by Paragraph 6.

C. Based on total Project estimated costs for conceptual and initial design, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
PARKER	50%	\$180,000
ARAPAHOE	50%	\$180,000
TOTAL	100%	\$360,000

Section 2. Paragraph 6 of the Agreement, is amended to provide as follows:

6. MANAGEMENT OF FINANCES.

A. Conceptual and Initial Design. The cost sharing shall be calculated after any state, federal, or other funding from third-party sources are deducted. Payment of each Party's full share (Parker: \$100,000; Arapahoe: \$100,000) for Conceptual and Initial Design of Segments I, II and IV shall be made to Parker subsequent to execution of this Agreement and within thirty (30) days of request for payment by Parker. The payments by the Parties shall be held by Parker in a reserved fund to pay for increments of the Project as authorized by the Parties, and as defined herein. Parker shall provide Arapahoe with a periodic accounting of the Project funds as well as a periodic notification of any unpaid obligations. Any interest earned by the monies contributed by the Parties shall be accrued to the reserved fund established by Parker for the Project and such interest shall be used only for the Project upon approval by the contracting officers identified in Paragraph 14. Within one (1) year of completion of the Project, each party shall receive a share of any remaining monies, including interest earned, that are not committed, obligated, or disbursed. These shares shall be computed as were the original shares. Any disbursement from remaining Project funds must define the reserve fund from which the disbursement will be paid.

B. Final Design Services. The cost sharing shall be calculated after any state, federal, or other funding from third-party sources are deducted. Payment of each Party's full share (Parker: \$180,000; Arapahoe: \$180,000) for Final Design of Segments I, II and IV shall be made to Parker subsequent to execution of this Agreement and within thirty (30) days of request for payment by Parker. The payments by the Parties shall be held by Parker in a reserved fund to pay for increments of the Project as authorized by the Parties, and as defined herein. Parker shall provide Arapahoe with a periodic accounting of the Project funds as well as a periodic notification of any unpaid obligations. Any interest earned by the monies contributed by the Parties shall be accrued to the reserved fund established by Parker for the Project and such interest shall be used only for the Project upon approval by the contracting officers identified in Paragraph 14. Within one (1) year of completion of the Project, each party shall receive a share of any remaining monies, including interest earned, that are not committed, obligated, or disbursed. These shares shall be computed as were the original shares. Any disbursement from remaining Project funds must define the reserve fund from which the disbursement will be paid.

Section 3. Paragraph 7 of the Agreement is retitled "Conceptual, Initial and Final Designs" and amended by the addition of a new subparagraphs C, D, E, F and G to read as follows:

7. CONCEPTUAL, INITIAL AND FINAL DESIGNS. * * *

* * *

C. Final Design and Engineering Services.

1) Preparation of a work plan schedule identifying the timing of major elements in the design.

2) Preparation of sixty percent (60%) of the construction plans and specifications. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications.

3) Preparation of ninety percent (90%) of the construction plans and specifications. Preparation of an estimate of probable costs of the work covered by the plans and specifications.

4) Incorporation of all applicable review comments received from Douglas County, Arapahoe County and the City of Aurora, pertaining to the design and engineering tasks described above.

D. Preparation of Final Construction Drawings.

1) Preparation of a work plan schedule identifying the timing of major elements in the design.

2) Preparation of one hundred percent (100%) of the construction plans and specifications (Construction Drawings).

3) Preparation of an estimate of probable construction costs of the work covered by the plans and specifications.

4) Preparation and assistance in producing all appropriate construction bid documentation.

E. Design Services During Construction. The provision of Project Design Service during construction addressing items, such as, but not limited to, project changes orders; requests for information; plans and specifications changes or clarifications; comments from other agencies, jurisdictions or service providers; provision of material samples; overseeing design and engineering subconsultants, and updates to the overall project budget and schedule.

F. Overall Project Design Contingency. The Overall Project Design Contingency provides funding to address changes and refinements of the project design, engineering and specifications, or other unanticipated material changes to the Project Design.

G. Raising Power line Along East Side of Parker Road.

1) Coordination with the appropriate utility provider to determine specific impacts of the High Plains Trail overcrossing and the impact of the existing overhead power lines along the east side of Parker Road.

2) Prepare plans and specifications to address the raising of this power line consistent with the requirements of the utility provider.

3) Provide an updated cost estimate and schedule to complete this task.

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

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE**

Shannon Carter, Director, Intergovernmental
Relations and Open Spaces, pursuant to
Resolution No. 190049

ATTEST:

Deputy Clerk



Request for Town Council Action

Date: January 21, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.529.1 - First Reading**
A Bill for an Ordinance to Terminate and Vacate the Easement that was Granted by the Town to the Parker Water & Sanitation District for Lot 1, Salisbury Equestrian Park, and Recorded at Reception No.2019029507 in the Douglas County Clerk and Recorder's Office

Department: Engineering and Public Works, Alex Mestdagh

Second Reading: February 3, 2020

EXECUTIVE SUMMARY

This ordinance proposes to terminate an easement that was granted to Parker Water and Sanitation District (PWSD) over a Town-owned property, Lot 1, Salisbury Equestrian Park. This termination is proposed concurrently with the dedication of a new replacement easement to PWSD to account for a minor change in the constructed location of a waterline.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 29, 2019, the Town granted a waterline easement to Parker Water and Sanitation District (PWSD) over a portion of Lot 1, Salisbury Equestrian Park. This easement was requested to cover a new waterline that was proposed to increase capacity from PWSD's regional storage facility within Salisbury to existing water facilities east of the area.

This new waterline was approved and installed over the summer. When PWSD conducted as-built surveys documenting the final location of the constructed waterline, it was discovered that a small area of the waterline was installed outside the dedicated easement. This ordinance proposes to vacate the existing easement, and concurrently approve an ordinance to dedicate a new easement cover the true alignment of the waterline.

FINANCIAL IMPACT

This easement is proposed to be dedicated as part of an ongoing easement exchange between the Town and PWSD with no direct payment.

STRATEGIC GOAL(S)

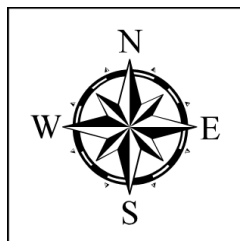


ATTACHMENTS

1. Vicinity Map
2. Ordinance 1.529.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.529.1 on first reading and to schedule second reading for February 3, 2020, as part of the consent agenda.



Parker Water and Sanitation District
Easement Termination
Vicinity Map

ORDINANCE NO. 1.529.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO TERMINATE AND VACATE THE EASEMENT THAT WAS GRANTED BY THE TOWN TO THE PARKER WATER AND SANITATION DISTRICT FOR LOT 1, SALISBURY EQUESTRIAN PARK, AND RECORDED AT RECEPTION NO. 2019029507 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE

WHEREAS, the Town Council of the Town of Parker granted an easement to the Parker Water and Sanitation District across Lot 1, Salisbury Equestrian Park, for Salisbury Equestrian Park Minor Development, pursuant to Ordinance No. 1.529, Series of 2019; and

WHEREAS, the water waterline that was the subject of this easement was not installed within the easement area, necessitating the termination of the easement and the granting of a new easement for the area occupied by the water pipeline, pursuant to Ordinance No. 1.542, Series of 2019.

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

Section 1. The Town Council of the Town of Parker hereby terminates and vacates the Water Pipeline Easement Agreement that was approved by the Town Council pursuant to Ordinance No. 1.529.1, Series of 2019, and approves the Termination of Easement Agreement and Vacation of Easement, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Termination of Easement Agreement and Vacation of Easement 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 _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**TERMINATION OF EASEMENT AGREEMENT
AND
VACATION OF EASEMENT**

The Parker Water and Sanitation District, a Colorado special district and political subdivision, and the Town of Parker, a Colorado home rule municipality, do hereby terminate the Easement Agreement recorded on May 29, 2019 at Reception # 2019029507 of the real estate records of the Clerk and Recorder of Douglas County, Colorado. From and after the date hereof, the easement granted thereunder shall be vacated, released, remised, and of no force and effect whatsoever.

Dated this ____ day of _____, 2020.

PARKER WATER AND SANITATION DISTRICT,
a Colorado special district and political subdivision

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

State of Colorado)
) ss
County of Douglas)

Subscribed and sworn before me this ____ day of _____, 20__, by Ron R. Redd, as District Manager, of the Parker Water and Sanitation District.

My commission expires: _____
_____, Notary Public

TOWN OF PARKER,
a Colorado home rule municipality

By: _____
Mike Waid, Mayor

State of Colorado)
) ss
County of Douglas)

Subscribed and sworn before me this ____ day of _____, 20__, by Mike Waid, as Mayor, of the Town of Parker.

My commission expires: _____
_____, Notary Public



Request for Town Council Action

Date: January 21, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.542 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water & Sanitation District for Lot 1, Salisbury Equestrian Park

Department: Engineering and Public Works, Alex Mestdagh

Second Reading: February 3, 2020

EXECUTIVE SUMMARY

This ordinance proposes to dedicate a new waterline easement to Parker Water and Sanitation District (PWSD) over a Town-owned property, Lot 1, Salisbury Equestrian Park. This easement would replace an existing PWSD easement that is proposed to be terminated with an approval of the new easement. This replacement has been requested to account for a minor change in the constructed location of a waterline.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 29, 2019, the Town granted a waterline easement to PWSD over a portion of Lot 1, Salisbury Equestrian Park. This easement was requested to cover a new waterline that was proposed to increase capacity from PWSD's regional storage facility within Salisbury to existing water facilities east of the area.

This new waterline was approved and installed over the summer. When PWSD conducted as-built surveys documenting the final location of the constructed waterline, it was discovered that a small area of the waterline was installed outside the dedicated easement. This ordinance proposes to dedicate a new easement to cover the true alignment of the waterline, and a concurrent ordinance proposes to vacate the existing easement.

FINANCIAL IMPACT

This easement is proposed to be dedicated as part of an ongoing easement exchange between the Town and PWSD with no direct payment.

STRATEGIC GOAL(S)

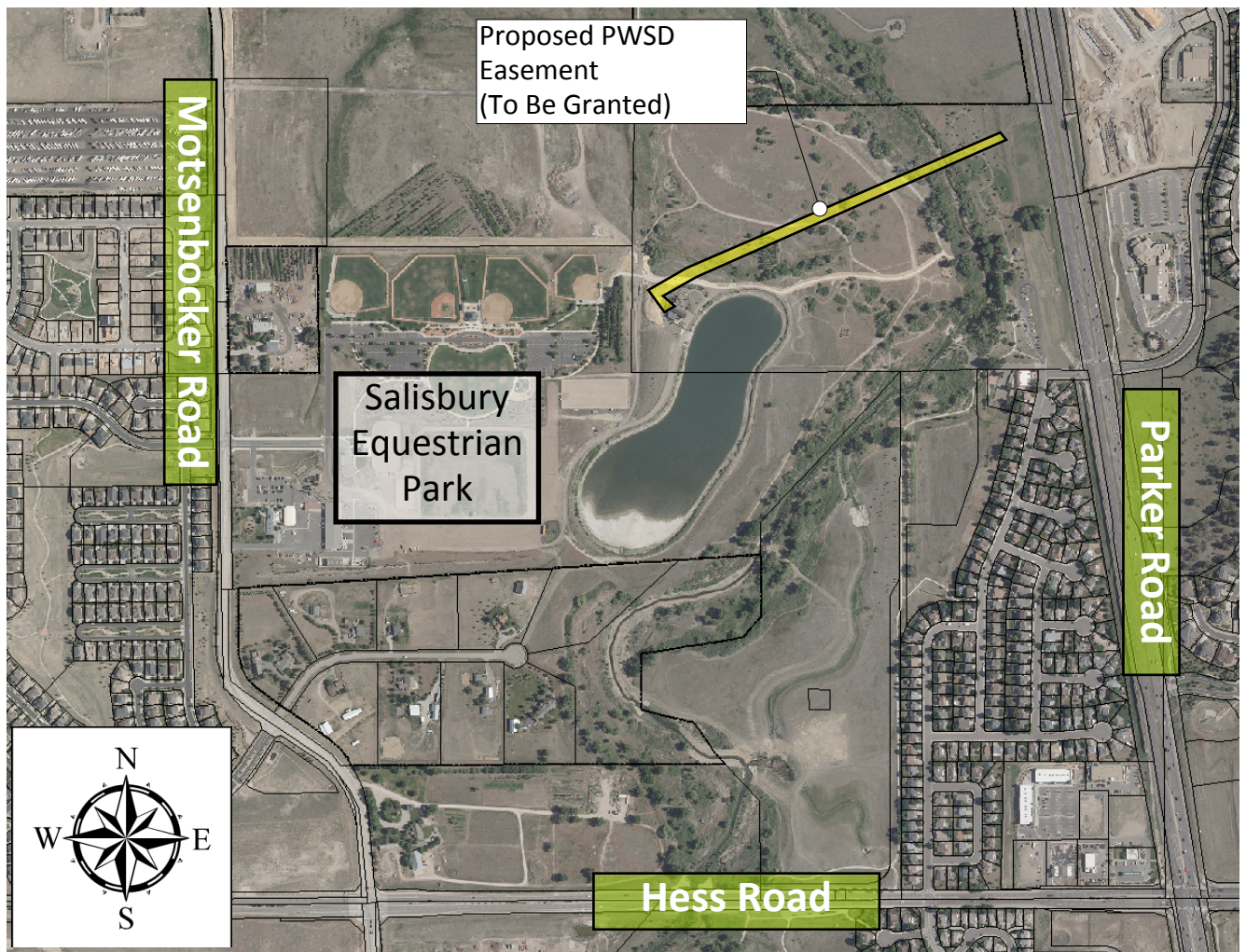


ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.542

RECOMMENDED MOTION

I move to approve Ordinance No. 1.542 on first reading and to schedule second reading for February 3, 2020 as part of the consent agenda.



Parker Water and
Sanitation District
Easement Dedication
Vicinity Map

ORDINANCE NO. 1.542, Series of 2020

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR LOT 1, SALISBURY EQUESTRIAN PARK

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Salisbury Equestrian Park Minor Development; 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 Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Lot 1, Salisbury Equestrian Park, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

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 _____, 20__, by and between THE TOWN OF PARKER, COLORADO, a Colorado home rule municipality (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

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

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

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

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

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

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

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

(D) Grantee hereby acknowledges that the easement area is currently used by the Grantor for the purposes of growing and cultivating trees, shrubs, and other plant materials, and that all such items shall be permitted within the easement area in perpetuity.

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

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

5. Miscellaneous.

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

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

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

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

GRANTOR:

Town of Parker, Colorado

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Mike Waid, Mayor of the Town of Parker, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Maleia Good, Engineering Secretary

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

LOCATED IN THE NORTH HALF OF SECTION 27. TOWNSHIP 6 SOUTH, RANGE 66
WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF
DOUGLAS, STATE OF COLORADO

A 30 FOOT WATER EASEMENT, OVER AND ACROSS A PORTION OF THE N.E. $\frac{1}{4}$ OF SECTION 27 AND A PORTION OF LOT 1, SALISBURY EQUESTRIAN PARK AS RECORDED AT RECEPTION NO. 20044061175, DATED JUNE 11, 2004 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 27 TO BEAR S 89°38'42" W, A DISTANCE OF 1324.06 FEET BETWEEN FOUND 3-1/4" ALUMINUM CAP, STAMPED "T6S R66W C $\frac{1}{4}$ S 27 1999 PLS 19003" AND A FOUND NO. 6 REBAR, WITH A 3-1/4" ALUMINUM CAP, STAMPED "AZTEC CONSULTANTS INC. W $\frac{1}{8}$ C-C S 27 2009 LS 22561", AND ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

COMMENCING AT THE C-W $\frac{1}{8}$ CORNER OF SAID SECTION 27; THENCE N 00°17'06" W, ALONG THE WEST LINE OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION, A DISTANCE OF 450.77'; THENCE DEPARTING SAID SECTION LINE, N 89°42'54" E, A DISTANCE OF 49.07' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N32°47'51" W, A DISTANCE OF 20.87'; THENCE N 08°12'28" W, A DISTANCE OF 61.13'; THENCE N 36°47'32" E, A DISTANCE OF 20.25'; THENCE N 72°47'52" E, A DISTANCE OF 182.93'; THENCE N 73°04'18" E, A DISTANCE OF 113.22'; THENCE N 71°34'13" E, A DISTANCE OF 79.94'; THENCE N 72°47'02" E, A DISTANCE OF 140.75'; THENCE N 74°10'09" E, A DISTANCE OF 127.47'; THENCE N 71°09'57" E, A DISTANCE OF 84.89'; THENCE N 65°24'27" E, A DISTANCE OF 155.44'; THENCE N 66°50'53" E, A DISTANCE OF 251.38'; THENCE N 63°50'07" E, A DISTANCE OF 150.39'; THENCE N 61°22'04" E, A DISTANCE OF 189.23'; THENCE N 63°01'53" E, A DISTANCE OF 251.36'; THENCE N 62°05'08" E, A DISTANCE OF 130.12'; THENCE N 82°13'22" E, A DISTANCE OF 45.19'; THENCE S 08°52'40" E, A DISTANCE OF 50.28'; THENCE S 81°07'20" W, A DISTANCE OF 30.00'; N 08°52'40" W, A DISTANCE OF 20.85'; THENCE S 82°13'22" W, A DISTANCE OF 10.38'; THENCE S 61°51'22" W, A DISTANCE OF 70.51'; THENCE S 62°05'08" W, A DISTANCE OF 130.42'; THENCE S 63°01'53" W, A DISTANCE OF 251.17'; THENCE S 61°22'04" W, A DISTANCE OF 189.45'; THENCE S 63°50'07" W, A DISTANCE OF 151.82'; THENCE S 66°50'53" W, A DISTANCE OF 251.80'; THENCE S 65°24'27" W, A DISTANCE OF 156.57'; THENCE S 71°09'57" W, A DISTANCE OF 87.18'; THENCE S 74°10'09" W, A DISTANCE OF 127.89'; THENCE S 72°47'02" W, A DISTANCE OF 140.07'; THENCE S 71°34'13" W, A DISTANCE OF 80.01'; THENCE S 73°04'18" W, A DISTANCE OF 113.54'; THENCE S 72°47'52" W, A DISTANCE OF 171.73'; THENCE S 08°12'28" E, A DISTANCE OF 41.02'; THENCE S 81°03'23" E, A DISTANCE OF 85.53'; THENCE S 08°56'37" W, A DISTANCE OF 29.94'; THENCE N 81°03'23" W, A DISTANCE OF 98.96' TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 64691 SQ.FT, OR 1.485 ACRES, MORE OR LESS.

I, MICHAEL J. MUIRHEID, A REGISTERED PROFESSIONAL LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF CENTENNIAL LAND SURVEYING, THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVISION OF LAND IN VIOLATION OF STATE STATUTE.

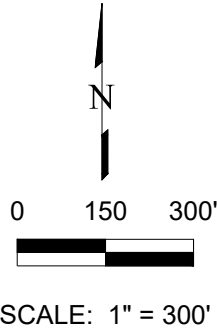
MICHAEL J. MUIRHEID
COLORADO P.L.S. NO. 37909

THIS IS NOT A LAND SURVEY PLAT OR IMPROVEMENT
SURVEY PLAT AND THIS EXHIBIT IS NOT INTENDED FOR
PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS
OF LAND. RECORD INFORMATION SHOWN HEREON IS
BASED ON INFORMATION PROVIDED BY THE CLIENT.

 CENTENNIAL LAND SURVEYING 12655 BLACK FOREST RD. COLO. SPGS., CO 80908 (719) 492-6540	PROJECT: WATER LINE EASEMENT		
	DATE: 12/16/19	BY: RFM	CHKD: MJM
	JOB NO. 190409	SHEET NO. 1 OF 2	

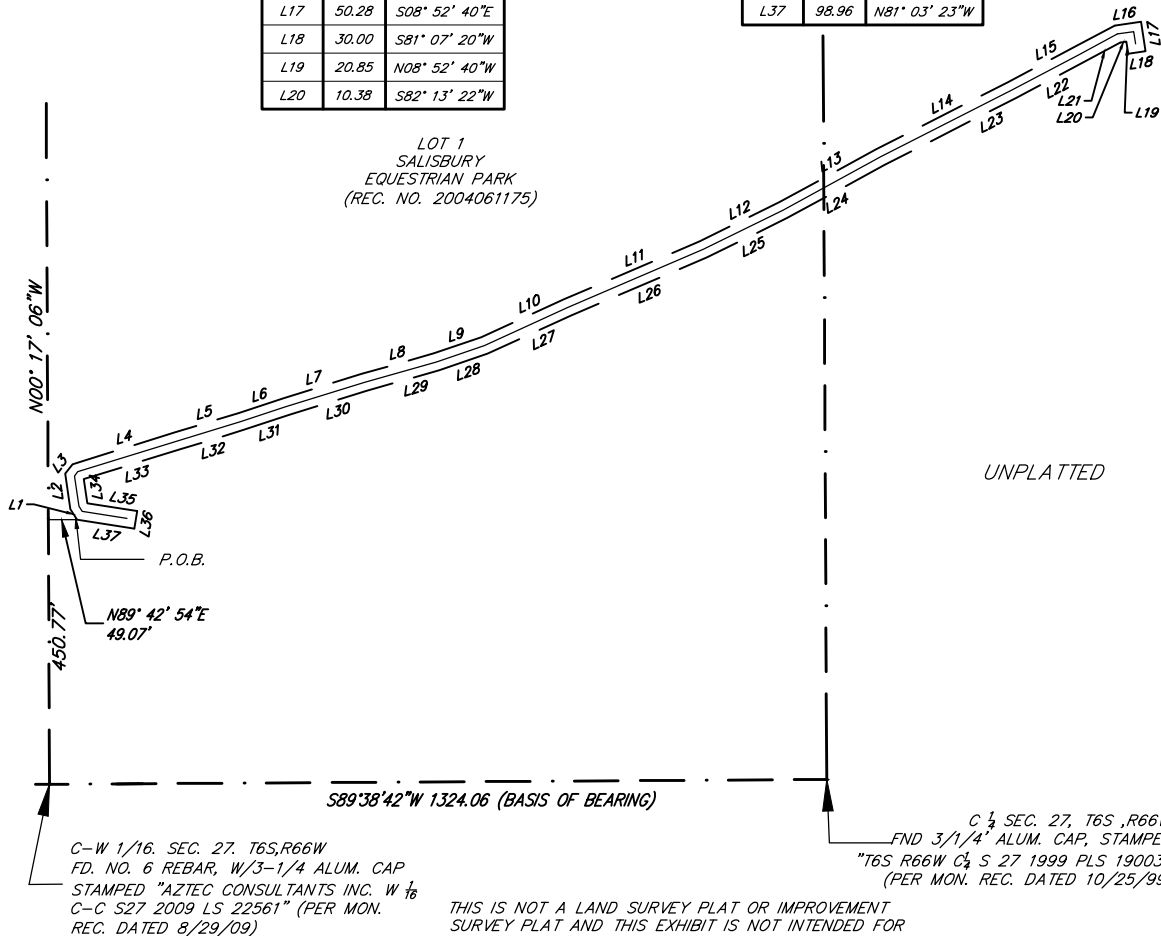
EXHIBIT A

LOCATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



Line Table		
Line #	Length	Direction
L1	20.87	N32° 47' 51"W
L2	61.13	N08° 12' 28"W
L3	20.25	N36° 47' 32"E
L4	182.93	N72° 47' 52"E
L5	113.22	N73° 04' 18"E
L6	79.94	N71° 34' 13"E
L7	140.75	N72° 47' 02"E
L8	127.47	N74° 10' 09"E
L9	84.89	N71° 09' 57"E
L10	155.44	N65° 24' 27"E
L11	251.38	N66° 50' 53"E
L12	150.39	N63° 50' 07"E
L13	189.23	N61° 22' 04"E
L14	251.36	N63° 01' 53"E
L15	130.12	N62° 05' 08"E
L16	45.19	N82° 13' 22"E
L17	50.28	S08° 52' 40"E
L18	30.00	S81° 07' 20"W
L19	20.85	N08° 52' 40"W
L20	10.38	S82° 13' 22"W

Line Table		
Line #	Length	Direction
L21	70.51	S61° 51' 22"W
L22	130.42	S62° 05' 08"W
L23	251.17	S63° 01' 53"W
L24	189.45	S61° 22' 04"W
L25	151.82	S63° 50' 07"W
L26	251.80	S66° 50' 53"W
L27	156.57	S65° 24' 27"W
L28	87.18	S71° 09' 57"W
L29	127.89	S74° 10' 09"W
L30	140.07	S72° 47' 02"W
L31	80.01	S71° 34' 13"W
L32	113.54	S73° 04' 18"W
L33	171.73	S72° 47' 52"W
L34	41.02	S08° 12' 28"E
L35	85.53	S81° 03' 23"E
L36	29.94	S08° 56' 37"W
L37	98.96	N81° 03' 23"W



12655 BLACK FOREST RD.
COLO. SPGS., CO 80908
(719) 492-6540

PROJECT: **WATER LINE EASEMENT**

DATE: **12/16/19**

BY: **RFM**

CHKD: **MJM**

JOB NO. **190409**

SHEET NO. **2 OF 2**



Request for Town Council Action

Date: January 21, 2020

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.262.1 - Rezoning - First Reading
A Bill for an Ordinance to Amend the Dransfeldt Place
Development Guide, Pursuant to the Town of Parker Land
Development Ordinance, and Amending the Zoning
Ordinance and Map to Conform Therewith**

Applicant: Dan Myers, Colorado Steel Systems

Location: Generally located at the west side of
Dransfeldt Road between Lincoln
Meadows Parkway and Plaza Drive

Department: Community Development, BrieAnna
Simon

TRAKiT No.: Z19-013

Second Reading: February 3, 2020

EXECUTIVE SUMMARY

The applicant, Colorado Steel Systems, is proposing to amend the Dransfeldt Place Planned Development (PD) zoning to permit certain light industrial uses as a use by right. The intent of this PD zoning amendment is to better align the permitted uses with the Parker 2035 Master Plan which designates this area as part of the Light Industrial Character Area. The current zoning for the subject property was adopted at annexation in 2008 and requires a use by special review approval for all industrial uses. The proposal will improve the zoning by reflecting the light industrial character of the area and better implementing the Master Plan designation for land use.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was originally annexed and zoned as part of the Dransfeldt Place Planned

Development in 2008. At that time, the 21-acre property was platted to create 12 lots. In 2016, Town Council approved a use by special review application for a self-storage/mini-storage facility on Lot 8A and a recreational vehicle (RV) storage facility on Lot 10A. These uses have since been developed and are active businesses.

Lots 3A and 3B are under construction with a new light industrial building and the remaining lots are vacant. The site plan application for the new light industrial building started the discussion with Town staff to amend the PD zoning to permit light industrial uses as a use by right. Staff requested that the applicant coordinate with the other property owners in the Dransfeldt Place PD to obtain support for the proposed rezoning application. The applicant has been able to obtain the support of most property owners and, based upon this effort, the Community Development Department has co-signed the rezoning application as permitted by Section 13.04.240 of the Municipal Code.

The proposed rezoning application has been submitted to the Town to allow certain light industrial uses to be processed as a use by right. This will provide applicants and small businesses with appropriate uses to have a more efficient and predictable process to obtain approvals. The applicant also proposes to clean-up the list of permitted uses by eliminating uses that are redundant, incompatible with the Master Plan or that have been poorly worded. In addition, the PD zoning amendment would eliminate an obsolete build-to line standard along Dransfeldt Road and replace it with a requirement that all buildings along this frontage meet the Town's new Development Design Standards.

The Parker 2035 Master Plan indicates that the Dransfeldt Place PD is located in the Light Industrial Character Area. The proposed zoning amendment is consistent with the Master Plan because it would more readily permit appropriate light industrial development proposals as a use by right in furtherance of the Town's land use policy that this area should be light industrial in character.

Staff has also reviewed the proposed rezoning application against the nine (9) criteria for rezoning contained in the Land Development Ordinance and determined that the criteria for approval have been met.

The January 23, 2020 Planning Commission public hearing will be continued to February 13, 2020.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 3.262.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.262.1 on first reading and to schedule second reading for February 3, 2020 as part of the consent agenda.

Vicinity Map



ORDINANCE NO. 3.262.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE DRANSFELDT PLACE DEVELOPMENT GUIDE, PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the PD-Planned Development zoning for the “Dransfeldt Place Development Guide,” approved by the Town Council on June 21, 2008, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on July 25, 2008, at Reception No. 2008052666, pursuant to the Town of Parker Land Development Ordinance.

b. Public notice has been given of such zoning by publication on the Town’s website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.04.240(b) of the Parker Land Development Ordinance for amending the PD-Planned Development zoning the property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Property”), have been satisfied.

Section 2. The Hess Ranch PD Development Guide - First Amendment for the Property is hereby amended as provided in the “Dransfeldt Place Development Amendment No. 1 Development Guide,” which is attached hereto as **Exhibit B** and incorporated by this reference (the “First Amendment”). The uses permitted for the Property are specifically described in the First Amendment.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. 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 6. 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 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A parcel of land located in the west half of Section 15, Township 6 south, Range 66 west of the 6th Principal Meridian, County of Douglas, State of Colorado, and being more particularly described as follows:

Lots 1 through 10, and Tracts A through C,

Dransfeldt Place Minor Development Plat

According to that map recorded July 6, 2016, at Reception No. 2016043917,

County of Douglas,

State of Colorado,

Containing 915,430 square feet or 21.015 acres, more or less.

Dransfeldt Place Development Amendment No. 1

**An integrated office and light industrial development
In the Town of Parker, Colorado**

Development Guide

The PD - Planned Development Zoning Regulation for a Commercial Development on Dransfeldt Road adjacent to Lincoln Meadows in the Town of Parker

Dransfeldt Place Development Guide

Version:

18 December 2019

Table of Contents

Section I:	Introduction	Pages 3 - 4
	A guide to the commonly used terms within this guide, exclusive of definitions found in the Town of Parker Land Development Code, as amended.	
Section II:	General Provisions	Page 5
	The rules, authority, and effect of the Dransfeldt Place Development Plan and Guide	
Section III:	LI: Light Industrial Use Areas	Pages 6 - 8
	Uses and Development Standards for the LI Land Use Areas as defined on the Dransfeldt Place Plan and Guide	
	Exhibit Attachments	
	A List of important Exhibit Attachments to this Development Guide	
	Exhibit 1 - Zoning Map	
	Exhibit 2 - Legal Description	

Dransfeldt Place Development Guide

Section I: Introduction

A. Statement of Purpose

This Development Guide provides site-specific development standards for the 20.006 acre Dransfeldt Place Development Planned Development. Located on Dransfeldt Road approximately one-quarter of mile south of Lincoln Avenue, this project consists of a light industrial unified campus with an emphasis on professional office workspace which can include sales, service, accessories and retail buildings that accommodate a variety of services.

Thus, the purpose of these Development Guidelines is to establish standards for the comprehensive development and improvement of the property.

B. Common Definitions

This Section defines terms, words and phrases used in this Development Guide. Words, terms and phrases used herein shall be interpreted in accordance with these definitions. All other terms, words or phrases not specifically defined herein shall be given their meaning as outlined in the Land Development Ordinance.

Abutting or Contiguous Land:

A parcel of land that has a common boundary line with another parcel of land.

Commercial Retail:

A commercial use characterized by the selling of tangible goods, wares and merchandise directly to the consumer.

Commercial Service:

A commercial use characterized by the selling of services and intangibles directly to the consumer.

Common Area or Common Element, Commercial:

The total area and structures within a commercial or industrial project which are designed, designated and maintained for common use and enjoyment by the owners and tenants of the project and their invitees, such as parking facilities and their appurtenances, enclosed and open malls, sidewalks, landscaped areas, public toilets and service facilities.

Construction:

The actual placement and fastening of construction materials in a fixed position. If a basement is being excavated, such excavation shall be deemed to be actual construction. If demolition or removal of any existing building or structure has commenced preparatory to construction, such demolition or removal shall be deemed to be actual construction. The term construction shall apply to buildings, roadways, utilities, other structures and landscaping.

Courtyard:

A space open and unobstructed to the sky, located at or above grade level on a lot bounded on three (3) or more sides by walls of a building.

Covered Parking:

Parking facilities that are protected by a roof or enclosed within a structure.

Driveway:

A private vehicular passageway for the exclusive use of the owners and occupants of the lot(s) or project and their invitees.

Educational Facility:

Private or public schools, colleges, universities, technical schools or libraries qualified to offer general academic and/or specialized education.

Garage, Private:

A building, or portion thereof, used primarily for the parking of motor vehicles belonging to the occupants of the land upon which it is situated and their invitees.

Garage, Public:

A building or portion thereof, other than a private garage, used for the parking of motor vehicles.

Hotel/Motel:

Any building arranged, designed and intended as a temporary lodging place for human beings, with or without meals; in which there are six (6) or more guest rooms or suites; and in which no provision is made for cooking in any individual room or suite. A Motel use differs only in that it caters toward users travelling by automobile.

Joint Use of Parking:

The shared use of off-street parking facilities by more than one type of land use where the same parking spaces are taken into account in satisfaction of the parking requirements of each use.

Dransfeldt Place Development Guide

Laboratory:

A building or portion of a building devoted to the experimental study of the science of testing and analysis of chemicals, drugs, explosives, minerals, etc.

Laboratory -Medical or Dental:

A building or a portion of a building devoted to the use of providing bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists and where no fabrication is conducted on the premises, except the custom fabrication of dentures.

Landscaping:

Improvement to an area of land by the planting of a combination of trees, shrubs and ground cover, or the installation of other materials such as rock, bark, retaining walls, or sprinkler systems.

Lot Area:

The total horizontal area within the lot lines of a lot.

Lot, Corner:

A lot of which at least two (2) adjacent sides abut for their full length upon a public street.

Lot, Double Facing:

A lot of which the front and rear property lines abut for their full length upon a public street.

May:

A right or election to do so, not a requirement.

Major Facilities of a Public Utility:

A transmission line, power plant, switching station, substation of electrical facilities, pipelines and storage areas of utilities providing natural gas or petroleum derivatives.

Mobile Office:

A vehicle, with or without self-motive power, designed and equipped for human occupancy for industrial, commercial or professional purposes, including but not limited to, temporary offices for the sale of homes, temporary construction management and supervisor trailers.

Motel:

A hotel primarily used for transients traveling by automobile.

Office:

A place of business containing offices.

Protective Covenants:

A written agreement, duly recorded, binding upon a specified group of property owners and their successors, heirs or assigns

wherein certain restrictions and conditions are established to promote and protect the value, desirability and development of the subject property.

Public or Quasi-Public Facilities:

Facilities intended for public use including but not limited to: educational facilities, fire stations, police stations, public parks, public recreational facilities, public utilities and public roadways.

Recreation Vehicle Storage:

An area of land and associated structures arranged, designed and intended to accommodate the temporary parking or storage of unoccupied recreation vehicles.

Setback Line-Front:

A line parallel to the front lot line and tangent to that part of the building situated on the lot that is closest to the front lot line

Setback Line-Rear:

A line parallel to the rear property line and tangent to that part of building situated on the lot that is closest to the rear property line

Setback Line-Side:

A line parallel to the side property line and tangent to that part of the building situated on the lot which is closest to the side property line (excluding open fire escapes or stairways, eaves, overhangs, chimneys, uncovered patios and decks, fences and courtyards).

Shall:

Mandatory responsibility or requirement.

Structure:

Anything constructed or erected in, under, over or upon the land, or attached to something in, under, or upon the land.

Structure, Temporary:

A structure that is not a permanent structure, or one, which is constructed for a special purpose in contemplation of removal upon accomplishment of such purpose.

Temporary Construction Yard:

A place for temporary offices and temporary storage of materials used for the construction of any structure permitted.

Transitional Uses:

Property that is in the interim period between annexation/ rezoning and development.

Dransfeldt Place Development Guide

SECTION II: General Provisions

A. Purpose

The purpose of this Dransfeldt Place Development Guide (hereinafter referred to as the "Development Guide") is to establish standards for the development of property in an efficient and orderly fashion.

Innovative, yet consistent, design standards shall be encouraged. The property shall be developed as a community with common themes throughout and strong attention paid to existing drainage ways.

B. Application Adoption & Effect

This Development Guide shall apply to all lands described in Exhibit B, "Legal Description of Property," and shall become effective upon the approval and adoption of same by the Town Council of the Town of Parker. From that date forward, all uses of the property shall be in conformance with this Development Guide.

C. Authority

The authority of this Development Guide is outlined in the Town of Parker Municipal Code, as amended.

D. Enforcement

The provisions of this Development Guide related to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or equity, by the Town of Parker.

E. Modifications

Any modification of this Development Guide which substantially changes the intent of this development or the overall density, in so far as maximum density or commercial and office intensity, shall be processed through the Town of Parker as a Rezoning and meet all the requirements of a Rezoning as outlined in the Town of Parker Municipal Code, as amended.

F. Relationship to Development Plan

Together with this Development Guide, a Dransfeldt Place Planned Development has been prepared and serves as the graphic representation of these provisions. This Dransfeldt Place Planned Development is a part hereof and is incorporated herein by this reference with everything shown thereon and all amendments thereto.

G. Relation to the Town of Parker Subdivision and Site Plan Regulations

All provisions of the Town of Parker Subdivision Regulations and Site Plan standards, and any amendments thereto as may be made from time to time, are by this reference incorporated herein as if fully set forth.

H. Conflicting Provisions

The provisions of this Development Guide shall prevail and govern the development of Dransfeldt Place, except where these provisions do not clearly address a specific subject, or are in conflict with a specific provision defined within the Town of Parker Municipal Code, as amended. In such situations, the provisions of the Town of Parker Municipal Code, as amended, shall prevail, when applicable.

I. Land Use Boundaries & Density

- 1) **Boundary Calculation:**
All land use areas shall be considered to include all of the land within the perimeters indicated on the Dransfeldt Place Planned Development and one-half of any adjacent streets.
- 2) **Final Boundary Configuration:**
The Dransfeldt Place Planned Development is intended to depict general locations and illustrate concepts of the provisions of the Development Guide.

J. Dedication Requirements

All dedications of Public Facilities, including but not limited roadways, utility easements and drainage facilities and easements, shall be made at the time of final platting of the specific project area.

Dransfeldt Place Development Guide

Section III: LI: Light Industrial Use Areas

A. Intent

This section establishes the standards for the commercial use areas designated on the plan, which will provide for planned, orderly development, meeting the automotive and retail needs of the community as it develops. All roof-mounted equipment, except solar collectors and heaters, shall be properly screened.

B. Uses Permitted and Uses by Special Review (UbSR")

Listed uses are identified as either "Permitted, or "Use by Special Review (UbSR) with an "X" in the appropriate column in the matrix below. Uses not listed in the matrix will be at the Community Development Director's determination as to whether they are Permitted, or UbSR in accordance with the Town of Parker Municipal Code, as amended:

General Commercial Uses		
Type of Use	Permitted	UbSR
Offices: general, medical, dental, and professional	X	
Financial Services: including banks and brokerages	X	
Retail Shopping Establishments	X	
Personal and Convenience Services	X	
Research and Development Facilities	X	
Convenience Service Establishments with Gas Pumps		X
Building Material Sales	X	
Small Animal Veterinary Clinic, with or without kenneling		X
Dog Training and Grooming, with or without kenneling		X
Greenhouses and Plant Nurseries		X
Mini- Storage Warehouses, including Recreational Vehicle Storage*		

* Mini Storage Warehouses, including Recreational Vehicle Storage

Storage, self storage, outdoor self storage and warehouse uses are prohibited under the Town of Parker's Land Development Ordinance "Storage Uses and Overlay District". Those uses and structures that were in existence and were permitted prior to March 7, 2016, the effective date of the "Storage Uses and Overlay District" shall be allowed to continue as a nonconforming use under the Town of Parker Municipal Code, as amended.

New storage, self storage, outdoor self storage and warehouse uses or the expansion of existing storage uses and structures will not be reviewed or considered in the Dransfeldt Place Planning Area while the Storage Uses and Overlay District remains in effect. In the event the Storage Uses and Overlay District is repealed by the Town Council (other than as part of an ordinance that repeals and replaces such ordinance), all new and expanded storage, self storage, outdoor self storage and warehouse uses will be classified as a Use by Special Review and reviewed as such.

Dransfeldt Place Development Guide

Eating, Drinking, and Entertainment Establishment Uses

Type of Use	Permitted	UbsR
Restaurant, with indoor or outdoor seating, with or without alcoholic beverage sales	X	
Fast Food restaurants, with or without drive-thru facility	X	
Take out and Delivery Food Service	X	
Indoor Movie Theater**		X
Indoor Recreation Facility		X
Public Park or Playground	X	
Trail or Trailhead	X	
Instructional Services/ Studios	X	

Automotive Uses

Type of Use	Permitted	UbsR
Automobile Sales, Leasing, and Rental (new and used)		X
Automobile and Truck Service and Repair	X	
Tire Sales and Repair	X	
Motorized Equipment Sales, Leasing, Rental, Service and Repair (if "Service and Repair" are an accessory use to the principal use of sales, leasing and rental)	X	
Car Wash		X
Light Machinery Repair	X	
Light Manufacturing or Assembly of Small Equipment, Parts or Supplies	X	
Automobile Body Shop	X	
Sales of Automotive Gasoline or Fuel		X
Distribution Facilities	X	
Contractors Offices with Accessory Equipment and Trailer Storage	X	

Institutional Uses

Type of Use	Permitted	UbsR
Places of Religious Assembly**	X	
Government Uses Less Than or Equal To 5,000 Square Feet**	X	
Government Uses More Than 5,000 Square Feet**		X
Ambulance Service**		X
Conference Center or Meeting Hall **	X	

** Light Industrial Conservation Overlay District

Uses shall comply with the regulations and limitations outlined within the Town of Parker Municipal Code Light Industrial Conservation Overlay District, as amended.

Dransfeldt Place Development Guide

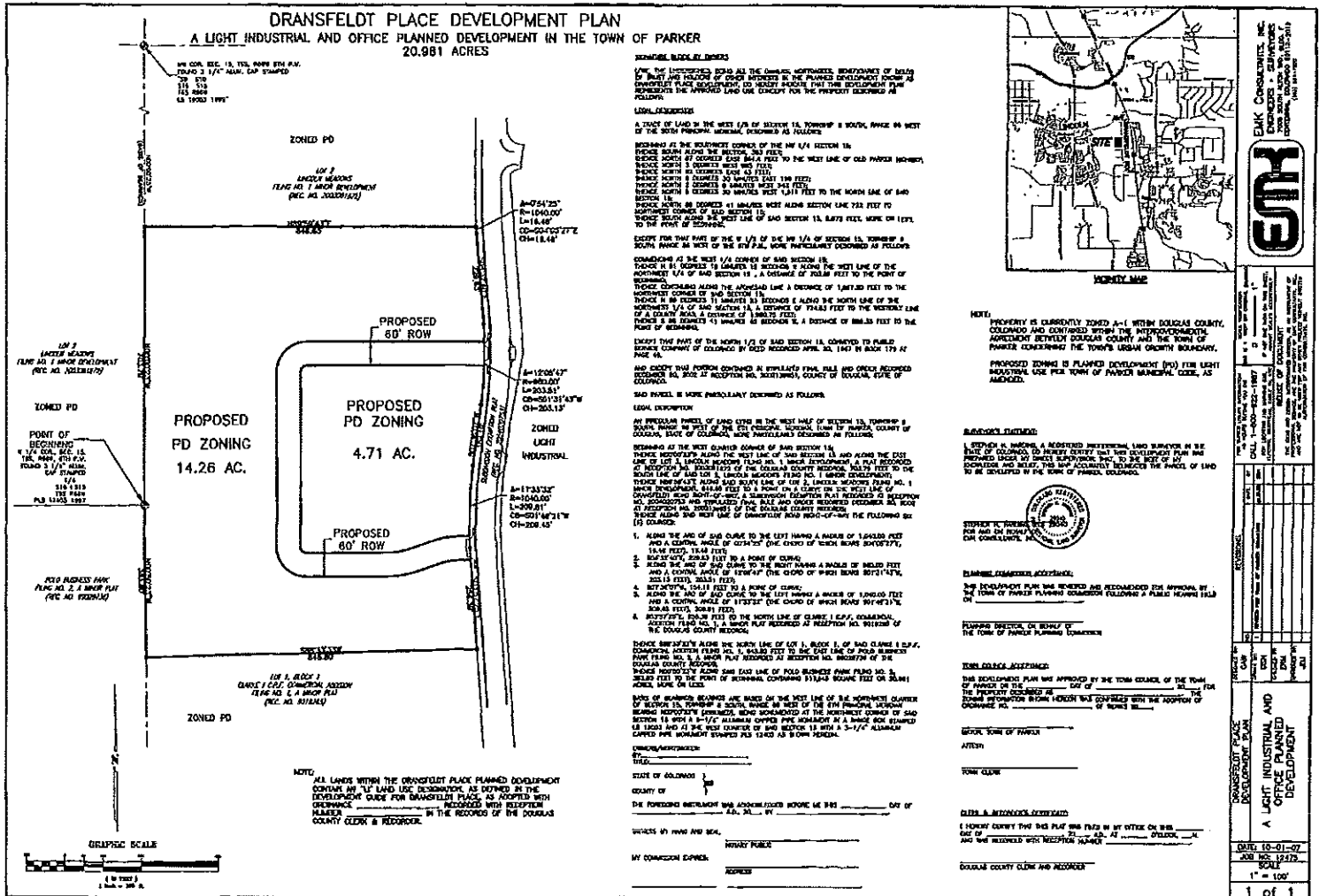
C. Design Standards, all lots

Design Standards		
Principal Structure Setbacks	From Dransfeldt Road	30 Feet
	From Internal Streets	15 Feet
	From Rear Or Side Lot Line	0 Feet
Principal Building Separation	Edge of Building to Edge of Building	15 Feet
Seperation From Residential Uses	Edge of Building to Edge Of Residential Lot	100 Feet
All Structures	Maximum Building Height	45 Feet
	Heights Greater Than 45 Feet	UBSR

D. Design Criteria for Commercial Lots within Parker Gateway:

- 1) On-site lighting will comply with the requirements of the Town of Parker Municipal Code, as amended
- 2) Building materials, material colors, pedestrian orientation, and building placement on lots shall be done in accordance with the "Town of Parker, Commercial, Industrial & Multi-Family Design Guideline Standards", as amended.
- 3) For lots which abut Dransfeldt Road, the commercial design standards shall apply, as outlined within the Commercial, Industrial, and Multi-Family Residential Design Standards.

Exhibit 1 Zoning Map



EMK CONSULTANTS, INC.
ENGINEERS • SURVEYORS
1000 SOUTH 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303.733.1100
FAX: 303.733.1101
WWW.EMKCONSULTANTS.COM

DRANSFELDT PLACE DEVELOPMENT PLAN
A LIGHT INDUSTRIAL AND OFFICE PLANNED DEVELOPMENT IN THE TOWN OF PARKER
20.981 ACRES

DATE: 10-01-07
JOB NO.: 12479
SCALE: 1" = 100'

1 of 1

Exhibit 2

LEGAL DESCRIPTION:

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

LOTS 1 THROUGH 10, AND TRACTS A THROUGH C,

DRANSFELDT PLACE MINOR DEVELOPMENT PLAT

ACCORDING TO THAT MAP RECORDED JULY 6, 2016 AT RECEPTION NO. 2016043917

COUNTY OF DOUGLAS,

STATE OF COLORADO

CONTAINING 915,430 SQUARE FEET OR 21.015 ACRES, MORE OR LESS.



Request for Town Council Action

Date: January 21, 2020

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-004**
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Best Served By a Single Source Contract Concerning the Motsenbocker Road Shoulder Landscaping

Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

Approval of the contracting method for the Motsenbocker Road widening shoulder landscaping project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Charter. This amendment allows the Town Council to award contracts for the construction of public works projects in the manner established by ordinance. On April 18, 2005, Town Council approved an ordinance that resulted in a change to Section 11.13.030(a) of the Parker Municipal Code as follows:

"(a) Every contract for a public works project in an amount that exceeds one hundred thousand dollars (\$100,000.00) shall be by bid, unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor."

The Town has substantially completed the Motsenbocker Road widening project between the Clarke Farms subdivision and the Todd Drive intersection. The Town is moving forward with the median landscaping project in 2020 but needs to complete the shoulder landscaping.

The Overlook at Cherry Creek development has engaged Consolidated Divisions, Inc. (CDI) for their landscaping improvements east of Motsenbocker Road. The Olde Town development has engaged All Phase Landscape for their landscaping improvements on the west side of Motsenbocker Road. Staff recommends that the Town engage the adjacent developers' landscaping contractors to complete the shoulder landscaping adjacent to the developments so that it is integral to the adjacent development's landscaping and irrigation. The working knowledge of these adjacent developments' landscaping contractors will be invaluable as we undertake/complete the shoulder landscaping work. In addition, having the same landscaping contractors responsible for warranty issues will simplify issues in the future.

Attached to the resolution is a memorandum from the Director of Engineering/Public Works to the Town Administrator that provides the reasons for these sole source negotiations. It is the recommendation of the Town Administrator, for the reasons specified in the attached memorandum from the Director of Engineering/Public Works, that the public interest will be best serviced by negotiating a contract with the respective single contractors for the Motsenbocker Road widening shoulder landscaping projects. Town staff would utilize a standard Town of Parker trade contractor agreement with a not-to-exceed price. A resolution is required to approve this project contracting method. Assuming that this resolution is approved, the contracts for this shoulder landscaping will be scheduled for review/award by Town Council later in 2020.

FINANCIAL IMPACT

Funding for this project has been appropriated.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Shoulder Landscaping Waiver Memo-Signed-12-2019
2. All Phase Design Invoice
3. Resolution No. 20-004

RECOMMENDED MOTION

I move to approve Resolution No. 20-004, as part of the consent agenda.



Engineering/Public Works Department Memorandum

To: Michelle Kivela, Town Administrator

From: Tom Williams, Director of Engineering/Public Works 

Date: December 6, 2019

RE: Motsenbocker Widening Shoulder Landscaping Contracting Method

The purpose of this memo is to inform the Town Administrator of the Engineering/Public Works Department's recommendation for contracting methods concerning the shoulder landscaping adjacent to the Motsenbocker Road widening project (CIP 18-009).

Consistent with Chapter 11.13 of the "Town of Parker Municipal Code" - Section 11.13.030, the Engineering/Public Works Department is advising the Town Administrator to make a recommendation to Mayor and Town Council that the public interest will be best served by delivering and procuring construction services utilizing the single source contract proposal method. Specifically, the Engineering/Public Works Department is proposing to utilize a standard Town of Parker trade contractor agreement with a not to exceed price. The final trade contractor agreements will be brought to Council for approval in early 2020.

The use of a single source contracting method is due to the unique nature of the shoulder landscaping on the recently substantially completed Motsenbocker Road widening project between the Clarke Farms Subdivision and Todd Drive intersection. A substantial portion of the roadway widening project's budget was provided by the adjacent development. In addition, the Town also received funding for the shoulder landscaping adjacent to the roadway.

The Overlook at Cherry Creek development to the east of the roadway is nearing completion while the Olde Town development on the west side is still actively constructing homes. The adjacent developments have engaged different landscaping contractors to complete their landscaping improvements. The Overlook at Cherry Creek development has engaged Consolidated Divisions, Inc. (CDI) for their improvements east of Motsenbocker Road. The Olde Town development has engaged All Phase Landscape for their improvements on the west side of Motsenbocker Road. Staff recommends that the Town engage the adjacent developers' landscaping contractors to complete the shoulder landscaping adjacent to the developments so that it is integral to the adjacent development's landscaping and irrigation. The working knowledge of these adjacent developments' landscaping contractors will be invaluable as we undertake/complete the shoulder landscaping work. In addition, having the same landscaping contractors responsible for warranty issues will simplify issues in the future.

The Engineering/Public Works Department recommends using this contracting method primarily because of the complexity and risks associated with this type of project. The project will benefit by having the expertise of having the same contractors under contract for the shoulder landscaping work. Additionally, the Town's financial risks will be kept in check by including a not to exceed price as part of the contracts.

The Engineering/Public Works Director hereby recommends that the Town Administrator advise Mayor and Town Council of our request and proceed by submitting a resolution in accordance with Section 11.13.050 of the Town of Parker Municipal Code.



INVOICE

Name Town of Parker
 Address Motsenbocker Rd.
 City Parker State CO ZIP
 Phone

Date 12/30/2019
Order No. _____
Rep _____
FOB _____

Payment	Select One...
Comments	
Name	
CC #	
Expires	

Office Use Only

PAYMENT DUE UPON RECEIPT

RESOLUTION NO. 20-004, Series of 2020

TITLE: A RESOLUTION TO DETERMINE, UPON RECOMMENDATION OF THE TOWN ADMINISTRATOR, THAT THE PUBLIC INTEREST WILL BE BEST SERVED BY A SINGLE SOURCE CONTRACT CONCERNING THE MOTSENBOCKER ROAD SHOULDER LANDSCAPING

WHEREAS, on April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Home Rule Charter (the "Amendment");

WHEREAS, the Amendment allows the Town Council to award contracts for the construction of public works in the manner established by ordinance;

WHEREAS, on April 18, 2005, the Town Council, pursuant to the Amendment, established by ordinance the procedure for awarding contracts for the construction of public works (the "Public Works Ordinance");

WHEREAS the Public Works Ordinance provides that public works projects in excess of \$100,000 shall be by bid "unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor;"

WHEREAS, the Overlook at Cherry Creek residential development to the east of Motsenbocker Road is nearing completion;

WHEREAS, the Olde Town development on the west side of Motsenbocker Road is still actively constructing homes;

WHEREAS, these adjacent developments have engaged different landscaping contractors to complete their respective landscaping improvements;

WHEREAS, the Overlook at Cherry Creek development has engaged Consolidated Divisions, Inc. (CDI) for their improvements east of Motsenbocker Road;

WHEREAS, the Olde Town development has engaged All Phase Landscape (APL) for their improvements on the west side of Motsenbocker Road;

WHEREAS, a single source contract between the Town and the landscape contractors (CDI and APL) for these adjacent developments to complete the shoulder landscaping for Motsenbocker Road will allow for the integration of landscaping and irrigation between the shoulder landscaping for Motsenbocker Road and the adjacent developments;

WHEREAS, the working knowledge of CDI and APL will be invaluable as the Town undertakes the completion of the shoulder landscaping work, which will be responsible for warranty issues for both the Town and the adjacent developments;

WHEREAS, the Town Administrator recommends that the public interest will be best served by entering into a single source contract with CDI and APL; and

WHEREAS, the Town Council of the Town of Parker believes that the public interest will be best served by entering into a single source contract with CDI and APL to complete the shoulder landscaping for Motsenbocker Road.

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

Section 1. The Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by entering into a single source contract with CDI and APL to complete the shoulder landscaping for Motsenbocker Road, as provided by Chapter 11.13 of the Parker Municipal Code, as amended.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: January 21, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-005**
A Resolution Accepting the Conveyance of a Drainage Easement from Compark Land Company, for a Part of Tract A, Compark Village Filing No. 8

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

EXECUTIVE SUMMARY

This item accompanies a resolution accepting conveyance of a drainage easement over a portion of Tract A, Compark Village Filing No. 8. This new easement will expand an existing drainage easement over a storm sewer line, which is necessary due to the installation of a new sanitary sewer line within the existing easement corridor.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for a new sanitary sewer main that traverses across Tract A, Compark Village Filing No. 8. This sewer main is proposed within an existing drainage easement on the property that was dedicated to cover a storm sewer line. In order to allow this encroachment, additional drainage easement width is proposed to be dedicated to the Town to maintain the Town's minimum drainage easement width. Since the drainage facilities are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



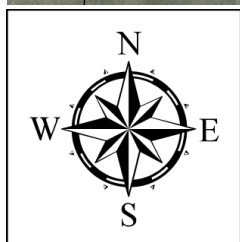
DEVELOP A VISIONARY
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BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 20-005

RECOMMENDED MOTION

I move to approve Resolution No. 20-005, as part of the consent agenda.



Drainage Easement
Acceptance
Vicinity Map

RESOLUTION NO. 20-005, Series of 2020

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM COMPARK LAND COMPANY, FOR A PART OF TRACT A, COMPARK VILLAGE FILING NO. 8

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Compark Land Company, for a part of Tract A, Compark Village Filing No. 8, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the “Easement Agreement”) is dated this _____ day of _____, 2019, by Compark Land Company, a Colorado corporation, having an address at 1001 Bannock Street, Suite 463, Denver, Colorado 80204 (“Grantor”), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (“Grantee”).

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

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

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

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

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

3. Operation and Maintenance.

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

that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

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

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

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

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

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

the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

GRANTOR: COMPARK LAND COMPANY

Thomas C. Triplett, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Thomas C. Triplett, as President of Compark Land Company, a Colorado corporation.

My commission expires: _____

(S E A L)

Notary Public

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

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF TRACT A, COMPARK VILLAGE FILING NO. 8, LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 2015 AT RECEPTION NUMBER 2015079841, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5 TO BEAR NORTH 89°25'04" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 65°40'04" EAST, A DISTANCE OF 752.38 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°10'51" WEST, A DISTANCE OF 289.08 FEET;

THENCE NORTH 31°15'29" EAST, A DISTANCE OF 8.82 FEET;

THENCE SOUTH 02°17'52" EAST, A DISTANCE OF 269.14 FEET;

THENCE SOUTH 18°48'13" WEST, A DISTANCE OF 29.20 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 2,098 SQUARE FEET, OR 0.0482 ACRES, MORE OR LESS.

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



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

COMPARK VILLAGE FILING NO. 8
COUNTY OF DOUGLAS, COLORADO

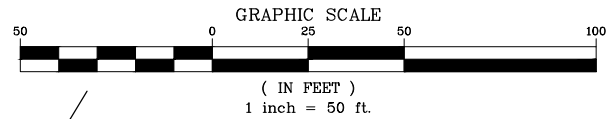
EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: EGL
DATE: 09/19/19
SCALE: N/A

SHEET

1 OF **2**
CLC.PKCO01.06

EXHIBIT A



N 31°15'29" E
8.82'

DRAINAGE EASEMENT
2,098 S.F. (0.0482 AC.)±

TRACT A
COMPARK VILLAGE FILING NO. 8
RECEPTION NO. 2015079841

TRACT D
COMPARK FILING NO. 4
RECEPTION NO. 202093908

S 02°17'52" E 269.14'
N 01°10'51" W 289.08'

DRAINAGE EASEMENT

POINT OF BEGINNING

N 65°40'04" E
752.38'

POINT OF COMMENCING
WEST QUARTER CORNER
SECTION 5, T6S, R66W
FOUND 3.25" ALUMINUM CAP
STAMPED "LS 10377"

CENTER QUARTER CORNER
SECTION 5, T6S, R66W
FOUND 3.25" ALUMINUM CAP
STAMPED "LS 13258"

S 18°48'13" W
29.20'

SOUTH LINE OF THE NORTHWEST
QUARTER OF SECTION 5,
TOWNSHIP 6 SOUTH, RANGE 66 WEST

N 89°25'04" E 2637.46'
(BASIS OF BEARINGS)

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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COMPARK VILLAGE FILING NO. 8
COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: EGL
DATE: 09/19/19
SCALE: 1" = 50'

SHEET
2 OF **2**
CLC.PKCO01.06



Request for Town Council Action

Date: January 21, 2020
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Professional Services Agreement for East/West Trail at Jordan Road Under Crossing Project**

Amount: \$151,129.00
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Felsburg Holt & Ullevig (FHU) for final engineering services related to the East/West Trail at Jordan Road Under Crossing Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This is one of six projects identified by staff back in the summer of 2016 as effective mitigation strategy concerning the Pawnee Daniels Park 345k Transmission Project. The focus of the mitigation effort was to establish projects or initiatives which directly address the impacts by virtue of proximity to the PSCo right-of-way providing benefit to multiple neighbors through the corridor and improving community integration where fragmentation has previously occurred.

This project specifically addresses the at-grade condition along the East/West Regional Trail at Jordan Road. The trail currently crosses Jordan Road at-grade adjacent to the PSCo right-of-way with limited bike/pedestrian improvements. A grade separated under-crossing at Jordan Road will provide a safer and more convenient route for pedestrians and bicyclists using the trail within the PSCo corridor. The trail is ultimately planned to run from the Cherry Creek Trail to Chatfield State Park increasing the number of users in the years to come.

Professional services are needed to engineer and document the project for construction in 2021.

The proposed consultant (FHU) has the expertise, experience and available resources necessary to perform the services required by the schedule.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the East/West Trail at Jordan Road Under Crossing fund (203-4520).

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Town Administrator's Report

Winter 2020



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

Department Updates

Educational Video Series Coming Soon!

The Communications Department will be rolling out a great new educational video series to our community soon! The videos will present some complex government topics in an approachable and easy to understand format.

2020 Citizen Survey

The 2020 Citizen Survey will be mailed this spring and will give the community a chance to provide feedback about Town performance, services and more. Look for more information soon!

Publications

Annual Report

The Town's 2019 Annual Report/2020 Calendar (pictured at right, top) was mailed to all homes in incorporated Parker, as well as being available at Town facilities.

Recreation Activity Brochure

The Winter/Spring 2020 Recreation Activity Brochure (pictured at right, bottom), which includes January through April programming and events, was mailed to more than 40,000 homes and businesses in the 80134 and 80138 zip codes.

Census 2020

The Town is assisting with marketing for the 2020 Census to get the word out to our community about the importance of taking the census. This includes a link on the Town website, articles in Talk of the Town, promotion on social media and Census giveaways at Town events and facilities.



Special Events and Sponsorship



Town Holiday Events

The 2019 Mayor's Holiday Lighting and Christmas Carriage Parade (pictured above) were both a big success! The inaugural North Pole Pass, which gave pass-holders a visit with Santa, unlimited petting zoo visits, ice skating and more, sold out. This provided additional funding to help offset event costs for the Christmas Carriage Parade.

Town Sponsorship

Communications Department staff exceeded budgeted Town event sponsorship revenue by nearly 21 percent in 2019!



Fieldhouse Fright Night Sponsorship

Sponsorship for the Fieldhouse Fright Night event (pictured above), held on Oct. 26, 2019, increased 52% over 2018 revenue.

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: 16,067 to 16,841; +5%
Town Twitter: 4,169 to 4,298; +3%
Town Instagram: 3,525 to 4,327; +22%
Parks and Recreation Facebook: 7,626 to 7,784; +2%
Parks and Recreation Twitter: 1,881 to 1,940; +3%
Parks and Recreation Instagram: 1,610 to 1,739; +8%

Post Engagement

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

Town Social Media Accounts: 82,776
Parks and Recreation Social Media Accounts: 15,899

Post Impressions (number of views)

Town Social Media Accounts: 1,080,292
Parks and Recreation Social Media Accounts: 265,048

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) websites between Oct. 1 and Dec. 31.

Website Visits

Town of Parker: 95,046
Parks and Recreation: 93,537

Page Views

Town of Parker: 148,064
Parks and Recreation: 169,561



Town Facebook:
32,750 impressions; 8,055 reactions, comments and shares
Good morning, Parker! How's the snow looking in your part of Town?



Town Facebook:
23,376 impressions; 2,886 reactions, comments and shares
May your days — and nights — be merry and bright



Parks and Recreation Facebook:
7,297 impressions; 983 reactions, comments and shares
Our Discovery Park Ice Trail staff and a group of ice techs have put in a lot of time and long, late-night hours to have the ice trail ready to go on opening day!



Parks and Recreation Facebook:
5,324 impressions; 1,094 reactions, comments and shares
H2O'Brien Pool renovations are moving right along!



Town Instagram:
337 likes
Can you believe it? We're already at the final month of 2019. This month's Town calendar photos were taken by Ginger Wick and Larry Pennington.



Parks and Recreation Instagram:
96 likes
The Ball and Jacks at #ParkerDiscoveryPark looks good under a dusting of snow.



Community Development

Building Division Statistics - 4th Quarter 2019

Single-Family Permits: 52 \$21,822,422 Q4 valuation ----- 393 total in 2019 \$142,711,679 total valuation ----- 394 / \$146,872,169 Total 2018	Commercial Permits (New): 2 \$105,174 Q4 valuation ----- 32 total in 2019 \$62,886,971 total valuation ----- 43 / \$70,029,826 Total 2018
Multi-Family Permits: 11 \$7,593,705 Q4 valuation ----- 0 apartment units in 2019 58 condo units 29 townhome units \$17,487,795 total valuation ----- 44 / \$61,744,162 Total 2018	Commercial Permits (Remodel): 207 \$6,388,459 Q4 valuation ----- 874 total in 2019 \$43,342,846 total valuation ----- 909 / \$16,247,363 Total 2018
Other Permits: 1,047 \$9,431,557 Q4 valuation ----- 3,351 total in 2019 \$27,561,542 total valuation ----- 2,323 / \$14,022,230 Total 2018	Total Permits Valuation: \$45,341,317 Q4 ----- \$293,990,883 2019 Year-End Total Valuation ----- \$308,915,750 2018 Year-End Total Valuation
Inspections: 9,622 in Q4 ----- 37,456 total in 2019 ----- 40,658 total in 2018	Total Permits: 1,319 in Q4 ----- 4,681 total in 2019 ----- 3,713 / total in 2018

Comprehensive Planning

Land Development Ordinance (LDO) – Modernization Project Update

The Town is updating and modernizing its current LDO (Chapter 13 of the Municipal Code) that governs land use and development within Parker and is one of the most important tools used to implement the goals, vision and recommendations of the Parker 2035 Master Plan. The Town and consultant Clarion Associates are currently working on Phase 2 of the LDO rewrite which consists of re-drafting the code sections within the LDO.

The LDO drafting is expected to take approximately two years and will be drafted in three installments:

1. Zoning Districts and Uses
2. Development Standards
3. Administration and Procedures

A public draft of the first installment (module 1) is expected to be available for viewing in the first quarter of 2020. Watch the project website for more updates at www.ParkerOnline.org/LDO.

Parks Dedication Standards Update – Recommendations Report

Town Council approved a resolution supporting the recommendations contained in the June 2019 Park Dedication Standards Update – Recommendations Report prepared by the Town and consultant MIG, Inc. The current park dedication standards in the LDO for new residential development were established in 2001 and updated in 2005 and in need of updating to remain current with best practices and implement the vision contained in the 2018 Parks, Recreation and Open Space Master Plan. The commissioned study analyzed the Town's current park standards and provided recommendations for updating these standards, which will be used to improve the quality of parks that are built within new residential developments.

Townwide Wayfinding Project Completed!

Phase Three of the Town's Wayfinding Signage Program was just completed with the installation of the 21 blue directional signs along Parker Road, within CDOT right-of-way. The Town is proud to announce the completion of this important multi-year project.

The project began in 2015 with the development of a design and a complete Townwide wayfinding system. Town staff worked closely with our consultant, sign fabricator and stakeholders—Douglas County, E-470 Highway Authority and CDOT—for approvals and permits. The Townwide wayfinding system of approximately 130 signs helps orient and guide residents and visitors to important public facilities, amenities and districts. It also lets travelers know when they've arrived in Parker and supports the Town's marketing and branding efforts.

Community Development - con't

Development Review - Project Updates

Development Projects of Interest - Under Review

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

<i>Project Description</i>	<i>Project Type</i>	<i>Case #</i>
Pine Bluffs Medical Office Building <i>* NE of Parker Road and Hess Road on Scenic Park Road</i> <i>* 29,556 sq. ft. medical office building for Kaiser Permanente</i>	Site Plan	SP19-135
Cherry Creek Interceptor Project <i>* E side of Cherry Creek from Plaza Drive to E-470</i> <i>* A major sanitary sewer line for Parker Water and Sanitation</i>	Use by Special Review	Z19-019
Parker and Pine Lane Multi-Pad Lot Development <i>* SW corner of Parker Road and Pine Lane</i> <i>* Multi-lot pad development for commercial and multifamily uses</i>	Rezoning Preliminary Site Plan Replat	Z19-027 SP18-047 SUB18-020
Olde Town/Senderos Creek North <i>* S of Mainstreet, E of Jordan Road</i> <i>* 108 condominiums and 53 townhomes</i>	Rezoning Sketch Plan Preliminary Plan Site Plan	Z19-014 SUB19-014 SUB19-015 SP19-043
Olde Town/Senderos Creek Office and Commercial <i>* S of Mainstreet, E of Jordan Road</i> <i>* Two 24,761 sq. ft. two-story commercial/office buildings</i>	Site Plan	SP19-131
Unplatted - Redevelopment of Vacant Gas Station <i>* SW corner of Parker Road and Mainstreet</i> <i>* 3,470 sq. ft. bank with a drive through ATM</i>	Site Plan, Minor Development Plat Use by Special Review	SP19-003 SUB19-004 Z19-001
Douglas 234 Planned Development Zoning Amendment <i>* NE corner of Hess Road and Chambers Road</i> <i>* Rezone a property zoned for commercial to include townhomes for a portion of the site.</i>	Rezoning	Z19-024
Parker Homestead Back 40 Archery and Gun Range <i>* NW corner of Chambers Road and Double Angel Road</i> <i>* 25,000 sq. ft. archery and gun range facility</i>	Final Plat	SUB19-051
Challenger Park PD Zoning Amendment 2 <i>* East of Jordan Road between Wintergreen Pkwy and Recreation Drive</i> <i>* Zoning amendment to allow for a private K-8 school</i>	Zoning	Z19-002
Looking Glass (Hess Ranch) Final Plats <i>* SW of Crowfoot Valley Road and Stroh Road</i> <i>* Final Plat to create 588 single family detached lots, along with parks, trails and open space</i>	Final Plats	SUB19-034 to 037 SUB19-041 to 042

Project Focus: New Medical Office Building

Currently under review northeast of the intersection of Parker Road and Hess Road in the Pine Bluffs commercial area is a new office building. The project proposes a two-story, 29,556-square-foot, single-tenant medical office building, as well as supporting parking and landscaping.

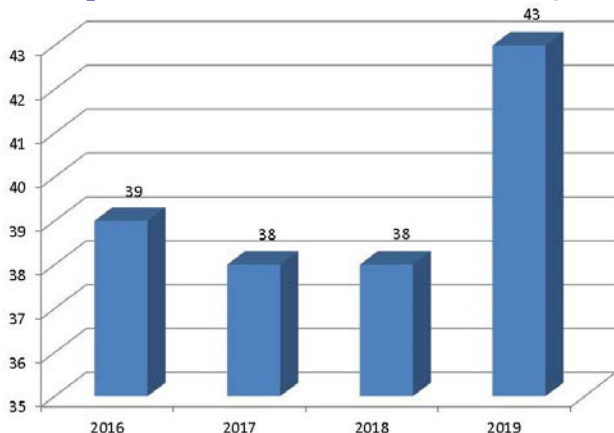


Community Development - con't

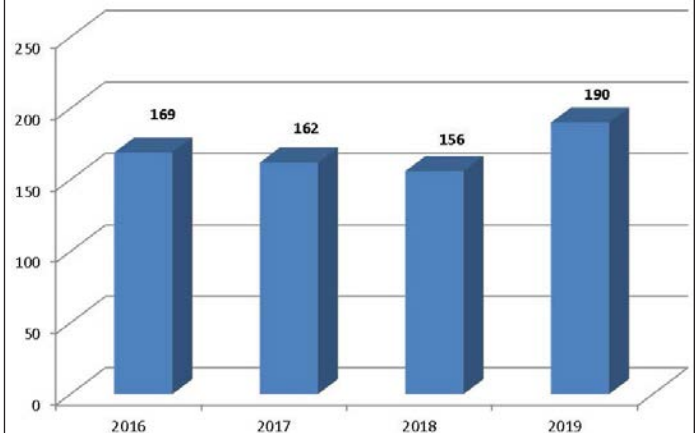
Major Administrative Approvals - 4th Quarter 2019

Proposal	Applicant	Case #	Approval Date
Flat Acres Market - 24-Hour Fitness <i>* SW corner of Parker Road and Twenty Mile Road</i> <i>* Fitness center in existing shopping center</i>	Denver Pope Family LP	SP19-119	Dec. 4, 2019
E-470 Salt Barn, Storage, Vehicle Wash <i>* N of E-470, W of Jordan Road</i> <i>* New salt barn, storage building and vehicle wash in the existing maintenance area</i>	E-470	SP19-091	Oct. 18, 2019
Canvas Filing 1 <i>* NE corner of Parker Road and Ponderosa Drive</i> <i>* New 3,775 sq. ft. credit union with drive through</i>	Public Service Credit Union	SP18-023	Oct. 24, 2019
Vantage Point Filing 1 <i>* W of Kings Point Way, N of Cottonwood Drive</i> <i>* 250 new multifamily homes</i>	Broadstone Vantage Point LLC	SP18-056	Dec. 23, 2019
Crown Point Filing 1, Amendment 18 <i>* Parker Adventist Campus</i> <i>* 115,333 square foot medical office building</i>	Parker Adventist Hospital	SP18-081	Dec. 3, 2019

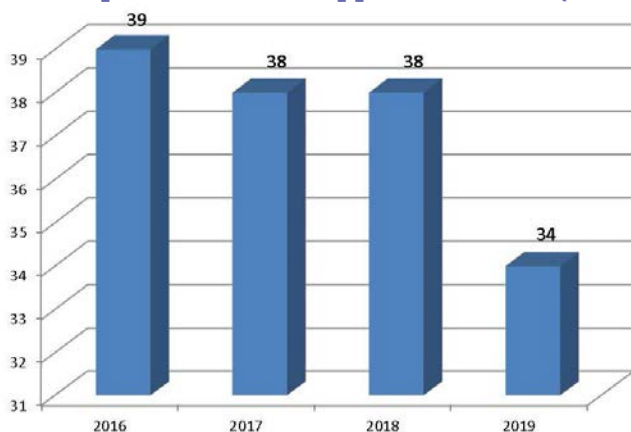
Development Review Submittals* - 4th Quarter



Development Review Submittals* - Year Total



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

Performances

Seats Sold for Q4 Shows

- Family Discovery Series: Boulder Ballet-Step in Time - 94%
- Colin Mochrie (of Whose Line Is It Anyway?) presents HYPROV - 97%
- Melissa Etheridge: The Medicine Show - 98%
- Prince Tribute: The Purple XPerience - 97%
- Swing into Christmas with the Beverly Belles - 95%
- A Classic Parker Holiday - 98%
- Family Discovery Series: Sounds of the Season with the Parker Chorale and Parker Symphony Orchestra - 99%
- The Nutcracker of Parker - 97%



Education

In October, Parker Arts presented Creede Repertory Theater's bilingual production titled Best Foot Forward/ El Mejor Pie Adelante! Parker Arts not only presented a day-time matinee for schools, but also brought the 60-minute performance to two Title One schools: South Ridge Elementary in Castle Rock and Meadow Pointe Elementary in Aurora. With all three productions, Parker Arts was able to serve over 1,300 students and enrich their curriculum with multicultural message and live performing arts experience.



Development Update

- Parker Arts welcomed a new sponsor: "Books Are Awesome."
- Meet and Greet member events were held for the Colin Mochrie and Melissa Etheridge concerts.
- Other members events in the quarter included a Cookie Decorating Class, a Playful Art Class and a Grease Sing-A-Long.
- The 3rd Annual Stage Dinner themed "A Night in New Orleans" raised money for Parker Arts educational programs.
- Parker Arts received cultural grants from both the Colorado Creative Industries and the National Endowment for the Arts.
- Generous end-of-the-year donations came courtesy of the Johnson Family Foundation and TechFarmer.

Facility Rentals

- Parker Arts hosted five Holiday Parties and six weddings over the holidays.
- The Schoolhouse Plaza and parking lot opened at the end of 2019, and the outdoor fire pit has been operational during shows.



Economic Development

2019 Division Highlights

The Economic Development division saw several commercial projects completed in 2019, making it one of the highest-grossing years for investment in our Town's recent history at \$105 million (a 30% increase over 2018)!

Some of Parker's big wins this past year included Paragon 28, a medical device company that chose the Town for its 100,000-square-foot research and development, sales and distribution facility, bringing more than 200 jobs to the area over the next two years. The new location's proximity to Rocky Vista University (RVU) was a significant factor in selecting the site as the company collaborates with RVU's physicians, labs and other resources.

Another primary employment project developing in the Compark Business Campus that will add jobs to the Parker market for years to come is the new Edge 470 flex-industrial campus (pictured at right). Etkin Johnson started construction on the 350,000-square-foot, four-building campus in 2019 and will deliver buildings through 2021. This type of space is in short supply in the Denver south metro area and has already generated numerous inquiries from interested parties.

Parker also welcomed two new hotels to Town. The \$30 million development of the upscale Laszlo Hotel will help re-energize downtown and change the dynamic of Mainstreet on the west end. A new Marriott SpringHill Suites also adds 100-plus rooms to Parker's hotel inventory and, coupled with the new La Quinta Hotel opening in 2020, will more than double the available rooms in Parker.

New retail, medical office building and emergency care facilities at the intersection of Parker Road and Hess Road added more than 30,000 square feet of additional retail space and introduced Fuzzy's Tacos to Parker.

2020 promises to bring several significant expansions of existing businesses, several new restaurant concepts, a new garden center as well as several new commercial projects in the Downtown area. Stay tuned and follow along online and at www.ParkerED.com.



Small Business Loan Pool

Small business development is a proven strategy to increase income, create jobs, build wealth and strengthen communities. Colorado's economy is driven by small business, with 97% of companies independently owned, considered small, employing one million people and paying 78% of wages.

However, entrepreneurs face a chronic shortage of capital and an inability to access traditional banking resources. Small businesses struggle to find the financing they need to start and grow; they often rely on credit cards or friends and family for needed liquidity, and this ultimately constrains business growth. Several trends build this barrier to capital:

- Consolidation of banks is shifting lending away from small business. Small business loans as a share of bank loan portfolios shrunk by half over the past 20 years.
- Venture capital is concentrated with only a small percentage of VC dollars invested in start-up companies.

With these challenges in mind, Parker Town Council authorized the creation of the Parker Small Business Loan Pool and turned to the Colorado Enterprise Fund (CEF) to lend expertise to the management, underwriting, coaching and sustainability of the revolving loan fund. In combination with Economic Development staff and local business leaders, CEF will:

- Help disadvantaged small businesses in Parker
- Connect small businesses to a broad network of resources with loans up to \$500,000 for a variety of business needs
- Provide business coaching and resources at no charge throughout the life of the loan
- Remove barriers to financial, social and knowledge capital and assist 'un-bankable' entrepreneurs to contribute to the economy through a small business

Additional information on the program can be obtained by contacting the Town's Economic Development division staff and meeting with CEF community lenders.

Economic Development - con't

Economic Indicators - 3rd Quarter 2019

Commercial						
	Parker		Southeast Metro		Metro Denver	
	2019 - Q3	2018 - Q3	2019 - Q3	2018 - Q3	2019 - Q3	2018 - Q3
Total Existing Office Square Footage	1,092,165	1,081,856	25,877,637	25,573,621	175,506,643	174,643,742
Office Vacancy Rate	5.60%	6.00%	12.50%	10.90%	9.40%	9.70%
Office Rental Rate - median	\$21.96	\$21.38	\$22.76	\$22.40	\$23.78	\$23.14
Total Existing Retail Square Footage	4,482,195	4,364,270	15,294,127	15,153,979	154,511,068	153,861,079
Retail Vacancy Rate	2.30%	3.40%	4.00%	3.40%	4.30%	4.00%
Retail Rental Rate - median	\$20.53	\$20.72	\$19.56	\$20.41	\$18.00	\$18.38
Total Existing Industrial/ Flex Square Footage	830,537	830,537	15,216,272	14,829,492	246,269,072	239,345,643
Industrial/ Flex Vacancy Rate	0.30%	1.80%	4.10%	4.20%	5.00%	4.00%
Industrial/Flex Rental Rate - median	\$13.40	\$14.01	\$10.61	\$10.33	\$8.49	\$8.07

Residential and Labor Force				
	Parker		Metro Denver	
	2019 - Q3	2018 - Q3	2019 - Q3	2018 - Q3
Residential Building Permits:	357	329	4,420	4,458
- Single Family	337	300	3,121	2,815
- Multi Family	20	29	1,299	1,643
Median Home Price	\$507,064	\$499,000	\$450,000	\$428,000
Median Condo/Townhome Price	\$300,000	\$285,000	\$312,000	\$301,625
Labor Force	32,737	32,113	1,687,250	1,657,922
Unemployment Rate	2.10%	3.00%	2.20%	3.20%

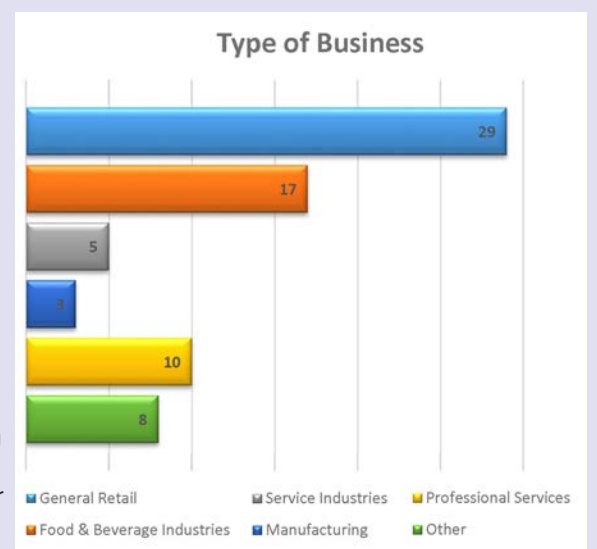
Multifamily						
	Parker		Southeast Metro		Metro Denver	
	2019 - Q3	2018 - Q3	2019 - Q3	2018 - Q3	2019 - Q3	2018 - Q3
Total Existing Multi Family Units	5,202	4,883	37,833	36,773	327,410	316,973
Multi Family Vacancy Rate	8.60%	8.20%	7.10%	7.30%	6.90%	6.90%
Average rent per unit	\$1,483	\$1,458	\$1,536	\$1,487	\$1,453	\$1,416

Sources - Costar, Real Estate Center Texas A & M, US Bureau of Labor Statistics, Denver Metro Association of Realtors

Business Retention Visits - 2019

Economic Development division staff proactively meet with Parker businesses to strengthen relationships, open and maintain lines of communication, and better understand the operational aspects and challenges within our business community. We visit both large and small employers alike and, in 2019, exceeded our goal with 72 visits.

Parker's demographic profile and continued population growth provide an increasing customer base and remain benefits for our existing businesses and a draw for new enterprises. Most companies visited reported that sales and profits are stable or increasing. Some of the struggles companies highlighted include balancing the increase in the minimum wage with the cost of doing business; the shortage of employees in trade skills, restaurants, retail and manufacturing positions; and the high cost of housing for much of the workforce and students to live in Parker.





Facility Capital Improvement Projects

Parker Schoolhouse Plaza and Parking Lot Project

- Renovation of parking lot between the Schoolhouse and Ruth Chapel into an interactive plaza (Phase 2) and reconfiguration and reconstruction of the south parking lot (Phase 1)

This project was substantially complete in Fall 2019.



H2O'Brien Pool and Building Renovation Project (pictured above)

- Site, aquatics and building renovations

Construction is underway with anticipated completion spring 2020.

Engineering and Public Works

Stormwater Capital Improvement 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 projected in the first quarter of 2020 and construction projected in the fourth quarter of 2020.

Lemon Gulch at Meadowlark

- Channel and bank stabilization from Crowfoot Valley Road to the Meadowlark property boundary approximately 1,500 feet east

This project is currently wrapping up design and permitting with construction projected in the first quarter of 2020.

Lemon Gulch at Looking Glass

- Channel and bank stabilization from the Looking Glass property boundary west of Crowfoot Valley Road approximately 4,000 feet southwest

This project is currently in design with permitting projected in the second quarter of 2020 and construction projected in the third quarter of 2020.

Brandy Gulch at Looking Glass

- Channel and bank stabilization from the confluence point with Lemon Gulch approximately 2,700 feet west

This project is currently in design and permitting with construction projected in the fourth quarter of 2020.

Green Acres Tributary at Compark Village South

- Channel and bank stabilization from a culvert under E-470 approximately 4,200 feet southwest

This project is currently in design and permitting with construction projected in the second to third quarter of 2020.

Oak Gulch at Anthology North

- Channel and bank stabilization from the confluence point with Lemon Gulch approximately 2,700 feet west

This project is currently in design with permitting and construction projected in the first quarter of 2021.

Parks and Recreation Improvements

Jordan Road Undercrossing Project

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

Design is underway with construction anticipated in 2021 pending approval of the budget.

Auburn Hills Park Project

- Completion and integration of the 11-acre park 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.

Engineering and Public Works - con't

Roadway Capital Improvement Projects

Motsenbocker Road Widening

- *Clarke Farms subdivision to Todd Drive intersection*

The project is substantially complete. The Town has competitively bid the irrigation/landscaping of the two (2) medians this winter with completion in the spring of 2020. The shoulder landscaping restoration/installation is currently being coordinated with the appropriate adjacent developments for completion in the spring of 2020.

Cottonwood Drive Widening

- *Jordan Road to Cottonwood Way*

Design work has commenced and it is anticipated that the design will be completed in early-2020. Funding for the project is anticipated to be completed in the second quarter of 2020 to allow for potential competitive bidding of the project in the summer of 2020.

Kings Point Way

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

Construction is underway with a planned completion in the summer of 2020.

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.

Southwest Parker Road/Mainstreet Improvements

- *Widening of turn lane at the southwest corner of Parker Road/Mainstreet*

Design on the project has commenced. Construction is anticipated in 2020 pending right-of-way/easement acquisitions needed for the project.

Motsenbocker/Hess Intersection Improvements

- *Improvements at the Motsenbocker/Hess intersection and widening south*

Design on the project has commenced. Construction is anticipated in 2020 pending right-of-way/easement acquisitions needed for the project.

Hess Road/Country Meadows Commercial Traffic Signal

- *Installation of a mast arm traffic signal at intersection located west of Parker Road*

The traffic signal is operational, but minor temperature sensitive work remains to be completed in the spring of 2020.

Parker Road Sidewalk Project - South

- *Installation of a multi-use trail/sidewalk on the west side of Parker Road between Twenty Mile Road and Hess Road, along with a spur to the Cherry Creek Trail*

Design on this project has commenced and the Town has applied for partial State multi-modal funding for this project.

Chambers Road/Grasslands Drive Traffic Signal

- *Installation of a mast arm traffic signal at intersection of Chambers Road and Grasslands Drive*

The project has been competitively bid and awarded. Construction is anticipated to commence in the spring of 2020 and be completed in late-summer of 2020.

Parker Road Responsive Signal System Improvements

- *Infrastructure improvements needed to implement responsive signal timing on Parker Road*

Phase 1 & Phase 2 of the vehicle counting infrastructure has been awarded and underway. Phase 1 was substantially completed in December of 2020 with Phase 2 implementation in the spring of 2020.

Annual Roadway Maintenance Projects

Concrete Repair

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

The 2020 scope of work is anticipated to be competitively bid in March and awarded by Town Council in April.

Diamond Grind and Joint Seal Program

- *Diamond grinding and joint sealing of the Hilltop Road concrete pavement from Parker Road to Narrow Pine Parkway*

This project is being competitively bid in January/February with anticipated Town Council award in March. Project improvements are anticipated to be completed by late summer.



Roadway Resurfacing

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

The 2020 asphalt overlay project has been competitively bid and is scheduled to be awarded by Town Council in February. The 2020 slurry/chip seal pavement preservation project is also scheduled for Town Council review/approval in February. Work is anticipated to commence as temperature/weather allows in the spring of 2020.



Parks and Recreation

Department Highlights

Kids' Zone/Enrichment

Kids' Zone hosted its Annual Milk and Cookies with Santa Event on December 8 at the Parker Fieldhouse. This wildly popular event was a hit again this year with 150 participants who came with their friends and family to get in the holiday spirit by playing games, making crafts and meeting Santa.

Aquatics

The Aquatics Division hosted the American Red Cross Training Services Division in September for a national trainer academy. The Town had three team members attend the training and get certified through the academy.

Sports

- Brandan Glader joined the Sports team as a full time Sports Coordinator in September and Emma Polzer, who was a Sports Intern, graduated and is now working as a part time Sports Lead in charge of Program Development.
- The Sports Division hosted the first ever Pumpkin Smash Tournament in October. This Adult Slowpitch Softball Tournament hosted nine teams in a one-pitch format where upon elimination, they were given the opportunity to smash a pumpkin. We look forward to making this tournament an annual tradition.

Fitness and Wellness

The Fitness and Wellness Division introduced a Small Group Barbell Training class this fall. The class focused on proper form and execution of bench press, squats, overhead presses and deadlift as well as the benefits of each movement. The class filled to capacity.

Therapeutic Recreation

Our Therapeutic Recreation Division is continuing the ski/board programming in conjunction with the National Sports Center for the Disabled (NSCD) this winter with high enrollment and a waitlist. This season, a total of three participants reached their goal of graduating from the program and moved on to skiing independently with their families. This is a huge stepping stone as they started the program working with multiple instructors and are now skiing on their own, with no help.



Day Camp

Day Camp enjoyed a field trip to Flat Acre Farm over Fall Break (pictured above). The kids had a blast participating in all of the activities and games offered.

By the Numbers

2,127

Personal training sessions held in the 4th quarter of 2019

5,587

Youth and Adult Sports games scheduled in 2019

903

Fall Youth Basketball participants in 2019, up from 743 in 2018

70

Brand-new campers who joined in on the Day Camp fun at the Fieldhouse over Thanksgiving and Winter Break



35

Participants who went swimming for their pumpkin the Parker Recreation Center Pool at this year's Pumpkin Patch Splash (pictured above)

30

Individual scholarships given out to participants with special needs in 2019, up from 21 in 2018 and 15 in 2017

1,659

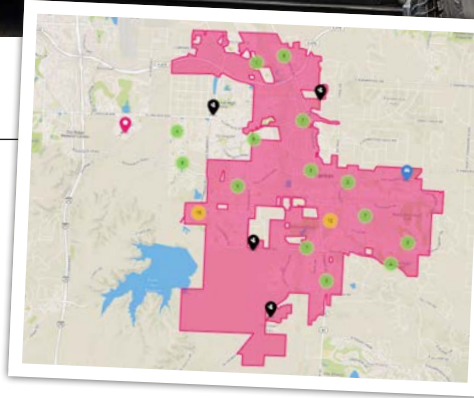
Participants in the 2019 Turkey Day 5K



Parker Police

Traffic Map Updates

In February 2018, the Parker Police Department introduced the Interactive Traffic Map (pictured at right) on the Let's Talk Parker website as a way to modernize our method of collecting community input for traffic education and enforcement. The community response has been fantastic! More 500 people have placed 1,100-plus pins in less than two years. The old method of filling out a form and submitting it was generating only a few per month.



Based on the amount of input we received from residents, it is important that we let you know that we hear your concerns and they are being addressed. In an effort to better inform the community about our traffic education and enforcement, we are enhancing our interactive traffic map. We are now placing pins on the traffic map letting the public know where we conducted traffic enforcement the day prior.

Traffic continues to be one of the issues that is important to Parker residents. We frequently say, "If you don't know we're doing it, we're not doing it." This applies to traffic enforcement. If you never see a police car monitoring traffic, in your mind, we aren't doing traffic. Our goal in adding these pins is to give residents the knowledge of what we are actually doing.

Thanks for placing a pin, Parker residents, and letting us know where you would like to see increased education and enforcement. If you haven't visited our map, now is a great time to start. Help shape traffic enforcement in your community and learn what we are doing to keep Parker roads and residents safe!

Parent Academy: Suicide Awareness and Prevention

Colorado had the highest increase, 58%, in the rate of teen suicides in the United States since 2016. Suicide is now the cause of one in five deaths in teens ages 15-19. These numbers make us the sixth worse state in the nation.

Please join the Parker Police Department for our first Parent Academy class of the year, Adolescent Suicide Awareness and Prevention. The class will be led by our Community Response Team, Officer Biles and Clinician Henry along with School Resource Officer Essman.

We will talk to parents about what warning signs to look for, what resources are available for parents and teens, and how to have these conversations with your family.

The class is Tuesday, February 11, from 6 to 8 p.m. at the Parker Police Department. You can register at www.ParkerPolice.org to attend the free class.

Parent Tip Tuesday

In an effort to help educate parents about the ever-changing world of parenting, we launched Parent Tip Tuesday. These tips are designed to be consumable in less than 10 minutes and help parents keep their kids safe.

Topics covered so far have included: parent-child cell phone contracts, electronic device monitoring apps, virtual private networks and the app Snapchat. These quick educational pieces are posted on the Parker Police website, Facebook page and Nextdoor.

Citizen Survey

Parker residents and visitors approve of the job the police department is doing and the way we are doing it. They feel safe in Parker, but they do have ideas for improvement.

These were the results from the November Police Department Citizen Survey. We heard from 246 people in our survey, 90% of which were Parker residents. We were excited with results that show approval and appreciation of our efforts. Even more helpful, more than 60% responded with comments and suggestions on what we are doing well and what we can do better.

If you have suggestions for improvement, classes you would like to see offered or anything else, please don't hesitate to provide feedback.



Town Clerk's Office

Statistics – End of Year 2019

Community Event Permits

- 2015 Total – 55
- 2016 Total – 63
- 2017 Total – 68
- 2018 Total – 60
- 2019 Total – 74

Special Events Permits Processed (Events with Liquor)

- 2015 Total – 5
- 2016 Total – 17
- 2017 Total – 33
- 2018 Total – 31
- 2019 Total – 23

Active Liquor Licenses

- 2015 – 92
- 2016 – 96
- 2017 – 97
- 2018 – 107
- 2019 – 117

Open Records Requests

- 2015 Total – 146
- 2016 Total – 170
- 2017 Total – 120
- 2018 Total – 119
- 2019 Total – 187

Peddlers and Solicitors Permits

- 2015 Total – 25
- 2016 Total – 19
- 2017 Total – 30
- 2018 Total – 18
- 2019 Total – 21



Request for Town Council Action

Date: January 21, 2020

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.272 - Second Reading (Continued from 12/2/19)**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue

Department: Engineering, Chris Hudson

EXECUTIVE SUMMARY

This item is for an ordinance to approve a proposed intergovernmental agreement (IGA) between Douglas County and the Town of Parker establishing the reimbursement amount and maintenance responsibilities for the recently completed Chambers Road widening project (Lincoln Avenue to Mainstreet) adjacent to the Newlin Crossing development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, Parker Town Council approved the Newlin Crossing annexation agreement which committed the property owner (98 W. Parker, LLLP) to numerous items such as trails and roadway improvements as part of future development. Paragraph 9.c of the annexation agreement requires the construction or the reimbursement (if constructed by another entity) of Chambers Road adjacent to the property as part of the development. The timing of the reimbursement is tied to planning areas as described on the Planned Development and annexation agreement for Newlin Crossing.

In the summer of 2018, Douglas County entered into a construction contract to widen Chambers Road between Lincoln Avenue and Mainstreet. These improvements were substantially completed in the fall of 2019 and a reimbursement amount was established by Douglas

County. In accordance with annexation agreement, if Chambers Road is constructed prior to development occurring, a reimbursement amount must be established. As the Chambers Road widening was completed by Douglas County and the annexation agreement is with the Town, an intergovernmental agreement (IGA) is needed to establish the reimbursement amount and determine maintenance responsibilities. This IGA establishes the reimbursement cost of \$1,140,700.00 and also establishes the start date from when the reimbursement amount is adjusted annually by the Consumer Price Index (CPI). Upon receipt of the reimbursement cost from the developer to the Town, the Town will have sixty (60) days to pay Douglas County.

The IGA also addresses the long-term maintenance of the roadway improvements with the Town agreeing to maintain the section of the roadway that has been annexed by the Town.

An ordinance is needed to approve this IGA. The proposed IGA is scheduled for the Douglas County Board of County Commissioners review on January 28, 2020.

FINANCIAL IMPACT

None to the Town of Parker. The proposed IGA creates a conveyance mechanism to allow the Town to pay Douglas County funds that will be collected from the Newlin Crossing developer prior to the issuance of building permits. There are no new areas of roadway maintenance that are not currently maintained by the Town.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

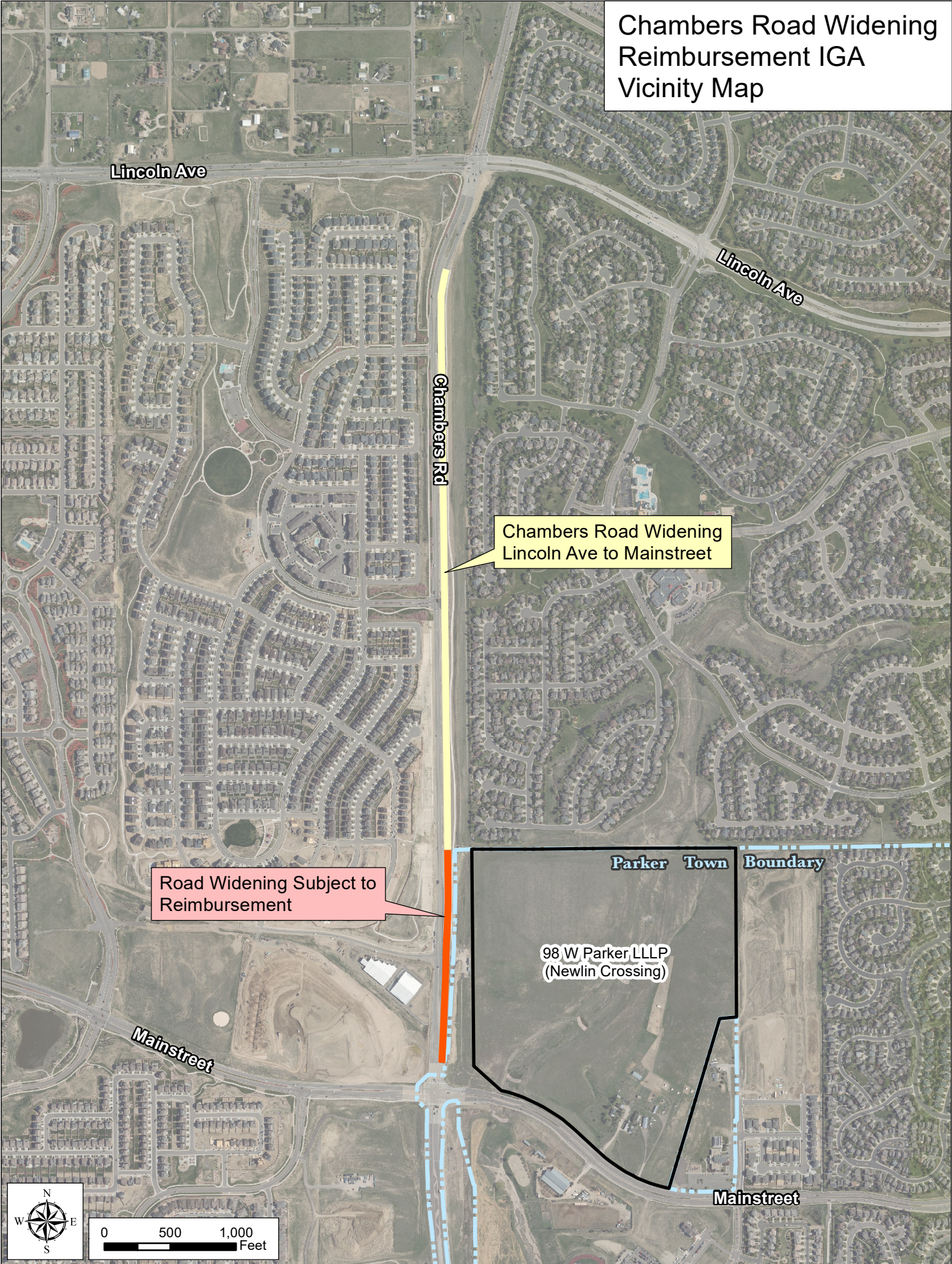
ATTACHMENTS

1. Chambers Road Widening Reimbursement IGA Vicinity Map
2. Ordinance No. 9.272

RECOMMENDED MOTION

I move to approve Ordinance No. 9.272 on second reading.

Chambers Road Widening
Reimbursement IGA
Vicinity Map



Lincoln Ave

Lincoln Ave

Chambers Rd

Chambers Road Widening
Lincoln Ave to Mainstreet

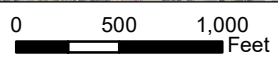
Road Widening Subject to
Reimbursement

Parker Town Boundary

98 W. Parker, LLLP
(Newlin Crossing)

Mainstreet

Mainstreet



ORDINANCE NO. 9.272, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CHAMBERS ROAD BETWEEN MAINSTREET AND LINCOLN AVENUE

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue, 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 _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CHAMBERS ROAD BETWEEN MAINSTREET AND LINCOLN AVENUE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the Town desire to cooperate in the funding for the design, and construction of the Chambers Road improvements between Mainstreet and Lincoln Avenue, which is a critical component of the region's transportation infrastructure to benefit residents of the Town and the County, as described herein (the "Project");

WHEREAS, the Town desires to share in the cost for design and construction of the Project, as described herein;

WHEREAS the County has designed and constructed the Project, as described in this Agreement; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding and construction 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 Improvements. In September 2019, the County substantially completed construction of the Project as described in **Exhibit A**, which is attached hereto and incorporated by this reference; and the County has established the Project Completion Reimbursement Cost.

2. Allocation of Costs. The County has paid the entire cost of the design and construction of the Project, subject to the reimbursement of costs described herein. The Town agrees to collect and remit to the County that portion of the cost to design and construct the Project associated with the improvements adjacent to and from 98 W. Parker, LLC, or its successor in interest, including any increase in such amount based upon the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index ("CPI Adjustment") as provided in paragraph 9.c. of that certain annexation agreement between the Town and 98 W. Parker, LLC, dated June 20, 2016, and recorded at Reception No. 2016039997 of the Douglas County Clerk and Recorder's Office (the "Chambers Reimbursement Cost"). The Town shall then pay the County the Chambers Reimbursement Cost within sixty (60) days of receipt of funds from 98 W. Parker, LLC, or its successor in interest.

3. Maintenance of Roadways. The County shall own and maintain the section of Chambers Road located within the unincorporated portions of the County, and the Town shall own and maintain the section of Chambers Road located within the Town's incorporated boundaries.

4. Project Completion Reimbursement Cost. The Parties acknowledge and agree that the Project was substantially completed according to the bid and construction documents (plans and specifications) in September 2019 and as modified by County approved field revisions / change orders. The amount of the Project cost to be allocated to 98 W. Parker, LLC, or its successor in interest as provided by Paragraph 2 of this Agreement is **One Million One Hundred Forty Thousand Seven Hundred Dollars (\$1,140,700.00)**, (which at this time does not include the "CPI Adjustment" as identified in Section 2 above). This amount was established by the County on September 25, 2019. On Bid Schedule B, the County tabulated separately the construction cost to be allocated to 98 W. Parker, LLC, which was calculated to be **26.2%** of the total construction cost. Further, the County used this percentage (26.2%) to estimate the pro rata share of the design costs, material testing costs and consultant construction management services costs to be allocated to 98 W. Parker, LLC.

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

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

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

Douglas County: Douglas County
 Attn: Director of Engineering Services
 100 Third Street
 Castle Rock, Colorado 80104

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

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

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

9. 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.

10. 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.

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

12. 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.

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

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

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

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

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Roger A. Partridge, Chair

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

_____,
Clerk to the Board

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance

EXHIBIT A

Description of the Project

CHAMBERS ROAD INTERGOVERNMENTAL AGREEMENT (IGA) DESCRIPTION OF CHAMBERS ROAD IMPROVEMENT PROJECT

The limits of the Chambers Road Improvement Project (the “Project”) are from approximately the Lincoln Avenue / Chambers Road intersection on the north and the Mainstreet / Chambers Road intersection on the south. Chambers Road generally runs north-south between the previously listed intersections. The improvements consisted of widening existing Chambers Road between the Lincoln Avenue and Mainstreet intersections that are approximately 7,000 feet in length (which does not include the northbound to westbound left turn lane extension located north of Lincoln Avenue). The improvements included providing 3 thru lanes for southbound and 2 thru lanes for northbound, providing a raised median and turn lanes where warranted; and the Project was constructed in accordance with the Douglas County approved Bid and Construction Documents (plans and specifications). At the time of construction, the Project was primarily located within unincorporated Douglas County.



Request for Town Council Action

Date: January 21, 2020

Submitted By: Jim Prior, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.306 - Second Reading**
A Bill for an Ordinance to Approve the Agreement Between the Board of County Commissioners of the County of Douglas, on Behalf of the Douglas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™)

Department: Police, Jim Prior

EXECUTIVE SUMMARY

The Parker Police Department previously entered into an Intergovernmental Agreement with Douglas County for the use of the SOTAR (Sex Offender Tracking and Registration) software that was developed by Douglas County. Access to this software allowed the Parker Police Department the ability to upload all sex offender registrants within the Town of Parker for public viewing and awareness.

Since its inception, use of SOTAR has been free to the Parker Police Department. The development and maintenance of the software has been the sole responsibility of Douglas County. Use of the program has grown to a statewide level, creating the need for a dedicated employee to manage the SOTAR software for Douglas County and all user agencies. Douglas County is now seeking user fees from participating agencies to assist with personnel costs of this much needed position. User fees are based on agency size and the stated cost for the Parker Police Department will be \$2,500/yr.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of SOTAR is to provide the public with information about sex offenders. All information provided through the website is public information. The information is updated

frequently and is provided to citizens so that individuals can make informed decisions with respect to potential risks within their vicinity. Sex offender registration is not provided for any type of individual retribution, retaliation, discrimination, harassment or additional punishment against any person convicted of unlawful sexual behavior or offenses where underlying factual basis involves sexual behavior. Information from the SOTAR website should be used only for its intended purpose and any illegal activity arising out of use of this public information will be prosecuted.

The SOTAR website includes only those persons living within a geographical area who have been required by law to register and who are, or were at the time they registered, in compliance with sex offender registration laws. All of the sex offenders posted on SOTAR are posted under the guidance of C.R.S. Section 16-22-110

FINANCIAL IMPACT

An annual cost of \$2,500.00 to the Parker Police Department.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.306

RECOMMENDED MOTION

I move to approve Ordinance No. 9.306 on second reading.

ORDINANCE NO. 9.306, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, ON BEHALF OF THE DOULAS COUNTY SHERIFF'S OFFICE, AND THE TOWN OF PARKER, ON BEHALF OF THE PARKER POLICE DEPARTMENT CONCERNING ACCESS TO THE SEX OFFENDER REGISTRY WEBSITE (SOTAR™)

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 Agreement Board of County Commissioners of the County of Douglas, on Behalf of the Doulas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™), 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT

BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE, AND THE TOWN OF PARKER ON BEHALF OF THE PARKER POLICE DEPARTMENT (Agency Name)

THIS Agreement made this ____ day of _____, 20__, by and between the Board of County Commissioners of the County of Douglas, on behalf of the Douglas County Sheriff's Office ("DCSO"), State of Colorado ("DOUGLAS COUNTY"), and the Town of Parker on behalf of the Parker Police Department (Agency Name) hereinafter referred to as ("USER"), hereinafter referred to jointly as the Parties ("PARTIES"); and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, DOUGLAS COUNTY, in partnership with DCSO, has developed a system to manage and exchange information regarding sex offenders which is accessed through a web-based interactive software program called SOTAR™. DOUGLAS COUNTY has exclusive rights of ownership in the SOTAR™ system including, but not limited to, SOTAR™, the name, the software, all source code contributed by Douglas County, the structure of any data repositories created to support SOTAR™, and all associated documentation (collectively, "SYSTEM").

WHEREAS, USER desires to obtain access to the SOTAR™ SYSTEM.

WHEREAS, DCSO agrees to provide USER access to the SOTAR™ application on a basis commonly known as "software as a service" whereby USER has access to, but does not receive a copy of, SOTAR™ and obtains no right, title or interest whatsoever in or to the SYSTEM.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the PARTIES hereby agree as follows:

1. **TERM OF AGREEMENT.** It is mutually agreed by the parties that the initial term of this Agreement shall commence as of January 1, 2020 through December 31, 2020. Thereafter, this Agreement shall automatically renew for each subsequent calendar year, unless terminated as outlined in Section 2 below. Prior to the expiration of the initial term (and each subsequent renewal term), USER will be invoiced the amount outlined in Section 4 below. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes.
2. **TERMINATION.** Either party shall have the right to terminate this Agreement with at least 30 days' written notice and effective upon January 1st of the next renewal term. Upon termination of this Agreement, USER shall immediately and permanently discontinue using, in any manner whatsoever, the SYSTEM.

3. **SERVICES.** DCSO will provide USER non-exclusive, limited access to SOTAR for only the following activities: view the portion of SOTAR™ available to law enforcement personnel (which includes access to all data input by jurisdictions that participate in SOTAR™), view the portion of SOTAR™ available to the general public and, subject to Section 7 below, access SOTAR™ so that USER can input data regarding sex offenders residing in its jurisdiction (all of the above collectively are “SERVICES”). DCSO may suspend or terminate the SERVICES in the event USER fails to comply with any of the terms and conditions of this Agreement and may pursue all other remedies that DOUGLAS COUNTY has available to it against USER. USER shall not be entitled to a credit or refund in the event this Agreement is terminated pursuant to Section 2.
4. **USAGE.** USER agrees that its access to and use of the portion of SOTAR™ available to law enforcement, access to the data repository underlying SOTAR™, and all associated documentation will be limited to the law enforcement personnel employed by USER and the Local Administrators designated by USER. USER shall not, directly or indirectly, disclose, copy, distribute or publish to any third party any information from SOTAR™ except for information obtained from the portion of SOTAR™ available to the general public. USER may inform the general public that SOTAR™ exists and how to access the portion of SOTAR™ available to the general public. The general public will only be able to view the portion of SOTAR™ available to the general public. USERS shall not violate any federal (including CJIS), state or local statutes, charter provisions, ordinances, rules, regulations, or standards that apply to the storing, handling and disclosure of information regarding any person listed in the SYSTEM.

A. **FBI Criminal Justice Information Services (CJIS) Compliance:**

1. CCIC OSN Validation – Individuals authorized to access SOTAR will have a unique and active OSN that is validated and authorized by the Colorado Bureau of Investigation. Individuals will not share logins. USER is responsible for inactivating users who leave the agency or are otherwise ineligible for access to CJIS protected data.
 2. USER will adhere to the current CJIS Security Policy regarding the proper access, use, and dissemination of Criminal History Record Information and associated procedures.
 3. USER Agency’s Jurisdiction Administrator has the ability to enter this information if available. If these conditions are not met, SOTAR™ SYSTEM access will be limited to non-CJIS information using the public view of the system.
5. **SERVICE FEE.** Beginning for the 2020 contract year, SOTAR will have a Tiered Agency Participation Cost. Below is the SOTAR Cost per Agency depending on population. The population for your agency is calculated by either: County’s by adding all the unincorporated population plus any contracted cities that you serve,

City's by looking at the total population for the city. Please check the box next to the population that best fits your County/City population the most accurately:

SOTAR Tiered Cost Table

Population	Annual Cost
0 - 1,000	\$1,000
1,001 - 10,000	\$1,500
10,0001 - 50,000	\$2,000
50,001 - 100,000	\$2,500
100,001 - 250,000	\$3,000
250,001 - 500,000	\$3,500
500,001 +	\$4,000

6. COMPLIANCE WITH ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION (IF APPLICABLE TO USER):

Notwithstanding other provisions in this Agreement to the contrary, the PARTIES understand and acknowledge that they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR").

- i. Notwithstanding other provisions in this Agreement to the contrary, the PARTIES understand and acknowledge that they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR").
- ii. Financial obligations of the PARTIES payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.
- iii. Failure of a party to make appropriation of amounts required in any fiscal year, if not promptly cured, shall result in termination of this Agreement.

7. DEPLOYMENT AND OPERATION. DCSO shall provide the SYSTEM in its "AS IS" condition. DCSO shall use reasonable efforts to maintain the servers and infrastructure necessary to run the SYSTEM. Provided, however, inaccessibility of the SYSTEM related to technical difficulties shall not be a breach of this Agreement. USER shall call 303-814-7040 (or such other number USER is notified to call) for any issues in accessing SOTAR or the proper function of the SYSTEM. DCSO may modify (add, delete or change) the functions and format of the SYSTEM at any time and in any way without any advance notice to USER.

8. LOCAL ADMINISTRATORS. USER will designate a Local Administrator within USER'S jurisdiction and provide DCSO with their contact information and notify DCSO promptly if they are removed or replaced. DCSO will provide and maintain a contact number and email address, through which only USER'S designated Local Administrator may communicate to DCSO any issues or concerns

with SYSTEM availability or performance. DCSO will communicate via the contact information for the Local Administrator it has on file regarding the SYSTEM including, but not limited to, any planned system maintenance or outages or known system defects.

9. **USER ACCESS AND MAINTENANCE; LICENSE.** As a condition of granting USER access to the SYSTEM, USER shall input data on all existing and new sex offenders in USER'S jurisdiction and manage existing data in the data repository underlying SOTAR™. DCSO will provide the Local Administrator with secure access limited system documentation and instructions for acceptable use. USER'S Local Administrator shall be responsible for provisioning, de-provisioning, maintaining and supporting system operators in USER'S jurisdiction. Only the Local Administrator for that jurisdiction shall have access to the user management feature for the USER'S jurisdiction. USER understands and agrees that USER shall be solely liable for any errors, omissions or claims arising out of or related to the data USER input into the data repository underlying the SOTAR™ application. USER understands and agrees that all data input by USER will be viewable by all other authorized users of the SYSTEM.
10. **USE OF USER INFORMATION.** USER understands and agrees that, even if USER discontinues is use of the SOTAR™ application, DCSO and all active users of the SOTAR™ application shall have the continued right to use the data contributed by USER, provided such use complies with this Agreement. Neither DCSO nor any other authorized USERS shall have any obligation at any time to segregate or stop using the information USER contributes to the data repository underlying SOTAR™.
11. **NO REVERSE ENGINEERING.** USER shall not reverse engineer, decompile, decrypt, or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of any software, products, models or prototypes related to the SYSTEM. USER shall not copy any part of the SYSTEM for any reason, including that information input by USER or related to USER'S jurisdiction.
12. **NO THIRD PARTY USE OR ACCESS.** USER shall not sell or in any manner, directly or indirectly, give any access to SOTAR™, the data repository underlying SOTAR™, documentation, or derivative works to any third party, including but not limited to, any governmental agency in USER'S jurisdiction, any other government agency, or any for profit or non-profit entity. All inquiries from third parties regarding access to the SYSTEM must be directed to DCSO.
13. **EXCLUSIVE OWNERSHIP.** It is expressly understood and agreed by USER that the SYSTEM is protected by copyright and other intellectual property laws and that DOUGLAS COUNTY is the sole owner of all right, title and interest in and to the SYSTEM, and that through this Agreement, DCSO is conveying only the limited access rights expressly contained in this Agreement, but DCSO is not conveying to USER any right, title or interest in or to the SYSTEM or derivative works.

14. **DISCLAIMER OF WARRANTY.** The SYSTEM is provided by DCSO on an “AS IS, WHERE IS” basis, with no warranties whatsoever except as expressly set forth in this Agreement. DCSO hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of intellectual property rights and course of dealing. DCSO makes no warranties or representations regarding applicability of the SYSTEM to USER or compatibility of the SYSTEM with the infrastructure used by USER. DCSO makes no warranties as to the accuracy of the information contained in the data repository or mapping information provided by any third-party vendor. Without limiting the generality of the foregoing, DCSO has no obligation to indemnify or defend USER against any claims arising out of or related to the use of the SYSTEM including, but not limited to, infringement of intellectual property rights.
15. **LIMITATIONS ON LIABILITY.** In no event will DOUGLAS COUNTY be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or related to this Agreement regardless of the form of action, whether in contract, tort (including, but not limited to, negligence), strict product liability or otherwise even if DOUGLAS COUNTY is advised in advance of the possibility of the damages in question and even if such damages were foreseeable and even if USER’S remedies fail of their essential purpose.
16. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other PARTY in accordance with this Section 16.

To TOWN OF PARKER ON BEHALF OF THE PARKER POLICE DEPARTMENT

AGENCY NAME: Parker Police Department
AUTHORIZED USER: James Prior
TITLE: Commander
AGENCY STREET ADDRESS 18600 E. Lincoln Meadows Pkwy
CITY, STATE, ZIP Parker, CO 80134
PHONE NUMBER 303-805-6509
EMAIL ADDRESS: JPrior@parkeronline.org

To DOUGLAS COUNTY SHERIFF’S OFFICE:

Douglas County Sheriff’s Office
Sheriff’s Office Technology Services
4000 Justice Way
Castle Rock, CO 80109 (303) 814-7006
SOTAR@dcsheriff.net

17. **APPLICABLE LAW.** The PARTIES agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Douglas County District Court in the State of Colorado. USER hereby knowingly and voluntarily waives any objection to Douglas County, Colorado as an inconvenient forum and hereby consents to the exercise of personal jurisdiction by the Douglas County District Court in the State of Colorado. The PARTIES may mutually agree to informal resolution of disputes. Prior to filing litigation, the PARTIES shall discuss participation in alternative dispute resolution, which may include pre-suit mediation or settlement conferences.
18. **NON-WAIVER.** The PARTIES shall not be excused from complying with any provisions of this Agreement by the failure or delay of any PARTY to insist upon or seek compliance with such provisions.
19. **SEVERABILITY.** Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provision, the PARTIES shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the PARTIES hereunder.
20. **AMENDMENT.** This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the PARTIES hereto.
21. **ASSIGNABILITY; SUBLICENSING.** USER shall not assign or sublicense its rights or delegate its duties under this Agreement without the prior written consent of DCSO.
22. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the PARTIES only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
23. **GOVERNMENTAL IMMUNITY.** The PARTIES hereto understand and agree that the PARTIES and their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 to 120, C.R.S., or otherwise available to the PARTIES.
24. **OPEN RECORDS.** The PARTIES expressly agree that if any request is made that subjects the subject matter of this Agreement to disclosure pursuant to the Colorado Open Records Act, Section 24-72-201, C.R.S. et. seq., or the Colorado Criminal

Justice Records Action, Section 24-72-301, C.R.S. *et. seq.* then the data will be disclosed in printed, hardcopy form, and not in digital form, so long as the law allows this discretion. In the event it must be disclosed in digital form, the recipient shall sign a non-disclosure and non-use agreement related to the SYSTEM (which will be supplied by DCSO) prior to obtaining the digital information.

25. **THIRD PARTY BENEFICIARIES.** DOUGLAS COUNTY does not intend by the Agreement to assume any contractual obligations to anyone other than the USER, and the USER does not intend by the Agreement to assume any contractual obligation to anyone other than DOUGLAS COUNTY. DOUGLAS COUNTY and USER do not intend that there be any third-party beneficiary to this Agreement.
26. **SURVIVAL:** Where the context of this Agreement reasonably requires such an interpretation, the provisions of this Agreement shall survive termination.
27. **EXECUTION.** This Agreement may be executed in counterparts.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement, the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO:**

BY: _____ Date: _____
Tony G. Spurlock
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: _____
Kelly Dunnaway,
Deputy County Attorney

APPROVED AS TO FISCAL CONTENT:

_____ Date: _____
Andrew Copland,
Finance Director

**AGENCY NAME: TOWN OF PARKER
ON BEHALF OF THE PARKER POLICE DEPARTMENT**

Mike Waid, Mayor

Date: _____

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney