

TOWN OF PARKER COUNCIL AGENDA

March 6, 2023

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 do not reflect lack of thought or analysis on the part of Council.

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

A. *APPROVAL OF MINUTES - February 21, 2023*

B. *ORDINANCE NO. 1.567.1 - First Reading*

A Bill for an Ordinance to Adopt the 2023 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department:

Finance, Rhonda Willey

Second Reading:

March 20, 2023

- C. *ORDINANCE NO. 9.356 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir By and Between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, the Town of Parker and the Town of Castle Rock
Department: Parks, Recreation and Open Space, Mary Colton
Town Attorney, Kelsey Hall
Second Reading: March 20, 2023
- D. *RESOLUTION NO. 23-010*
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor of the Town of Parker
Department: Town Attorney, Kristin Hoffmann
- E. *RESOLUTION NO. 23-014*
A Resolution to Accept Donations of Artwork Received by the Town's Cultural Department
Department: Cultural, Carrie Glassburn
- F. *RESOLUTION NO. 23-019*
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from D.W. Partnership LP and BPD Partnership for a Portion of Lot 1, Block 1, Direzza Minor Development Plat
Department: Engineering and Public Works, Alex Mestdagh
- G. *CONTRACTS OVER \$100,000*
1. *Police Department Server Hardware Refresh*
Amount: \$314,000
Contractor: Davenport Group
Department: Information Technology, Matt Lynch
 2. *Replacement Vehicles*
Amount: \$420,430
Contractor: Ken Garff Ford
Department: Engineering and Public Works, Jim Gilbert
 3. *Vehicle Equipment and Installation*
Amount: \$324,700
Contractor: L.A.W.S.
Department: Engineering and Public Works, Jim Gilbert
 4. *Replacement Cab and Chassis*
Amount: \$302,000
Contractor: McCandless International
Department: Engineering and Public Works, Jim Gilbert

5. *Snow Removal Equipment and Installation*
Amount: \$366,611
Contractor: OJ Watson
Department: Engineering and Public Works, Jim Gilbert
6. *Replacement of Rooftop Units 1 & 4 at Fieldhouse Recreation Center*
Amount: \$300,000
Contractor: Daikin Applied
Department: Engineering and Public Works, Jim Gilbert
7. *Motorola APX8000 Police Radio Purchase*
Amount: \$304,425
Contractor: Motorola Solutions
Department: Police, Chief Jim Tsurapas
8. *2023 Townwide Roadway Reconstruction Program (CIP23-005-CI)*
Amount: \$963,262.10
Contractor: Elite Surface Infrastructure
Department: Engineering and Public Works, Tom Gill

5. **PUBLIC HEARINGS**

- A. **GLADYS O'BRIEN HOUSE MDP** (*Continued from February 6, 2023 and to be continued to April 3, 2023*)
Applicant: Parker Authority for Reinvestment, Weldy Feazell
Location: 11017 S. Pikes Peak Drive
Department: Community Development, Amber Wood Hicken
TRAKiT No.: SUB22-026
- B. **O'BRIEN PARK L1 - SITE PLAN**
Applicant: Town of Parker
Location: Northeast corner of Parker Road and Mainstreet
Department: Community Development, Amber Wood-Hicken
TRAKiT No.: SP22-104
- C. **RAY J. HARVIE OPEN SPACE - SITE PLAN**
Applicant: Town of Parker
Location: North of Mainstreet and Canterbury Parkway
Department: Community Development, Ashley Chasez
TRAKiT No.: SP22-099

6. **ORDINANCES**

A. **ORDINANCE NO. 9.355 - Second Reading**

**A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Agreement
By and Between the Town of Parker and the Town of Foxfield for Municipal Court Services**

Department: Town Attorney, Jamie Wynn

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

March 6, 2023

“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).”

1. American Academy Charter School Traffic Management Plan and Traffic Impact Study and associated traffic impacts
2. Participation Forms for settlements with Teva Pharmaceutical Industries, Ltd; Allergen Finance, LLC/Allergan Limited; Walmart Inc.; CVS Health Corporation/CVS Pharmacy Inc.; and Walgreen Co. concerning the opioid litigation
3. Section 15.10 of the Parker Home Rule Charter (potential charter amendments)

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 21, 2023**

Mayor Jeff Toborg called the meeting to order at 6:00 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced there were two topics for discussion in the Executive Session. Under C.R.S. § 24-6-402(4)(e), the first item was an Intergovernmental Agreement dissolving the Rueter-Hess Recreation Authority and establishing the Douglas County Board of County Commissioners as the managing jurisdiction of recreation operations and management at Rueter-Hess Reservoir, and the second item was concerning the right-of-way located adjacent to 19553 East Mainstreet.

Joshua Rivero advised that he had a conflict of interest on the second Executive Session item.

Brandi Wilks moved to find that Councilmember Rivero has a conflict of interest related to the second Executive Session item. Todd Hendreks seconded the motion.

A roll call vote was taken:

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously with Joshua Rivero abstaining.

EXECUTIVE SESSION

Anne Barrington moved and Laura Hefta seconded to go into Executive Session at 6:04 p.m. to hold a conference with the Town's attorney 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 left the Executive Session at 6:29 p.m. due to a conflict of interest on Item 2.

Brandi Wilks moved and Todd Hendreks seconded to come out of Executive Session at 6:45 p.m.

The motion was approved unanimously.

Anne Barrington moved and Brandi Wilks seconded to recess the meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m. All Councilmembers were present.

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

Mayor Toborg recognized Chaparral High School students from the A.P. Government class who were present to observe the Town Council meeting.

SPECIAL PRESENTATION

Mayor Toborg recognized Representative Kim Ransom, thanked her for her service and contributions to the community, and presented her with a certificate.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - February 6, 2023*

- B. *ORDINANCE NO. 9.355 - First Reading*
A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Agreement By and Between the Town of Parker and the Town of Foxfield for Municipal Court Services
Department: Town Attorney, Jamie Wynn
Second March 6, 2023
Reading:

- C. *RESOLUTION NO. 23-015*
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Parker Flats, LLC, for a Portion of Lot 1, The Hein Center, Filing No. 2, First Amendment
Department: Engineering and Public Works, Nathan Klass

- D. *CONTRACTS OVER \$100,000*
 - 1. *Ice Mitigation Product Purchase*
Amount: \$290,000
Contractor: GMCO Corp.
Department: Engineering and Public Works, Scott Borzillo

John Diak moved to approve Consent Agenda Items 5A through 5D.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. COYLE PROPERTY ANNEXATION AND ZONING *(Continued from November 7, 2022 and to be continued to April 17, 2023)*

Applicant: Avalon Bay Communities, Inc.

Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road

Department: Community Development, Julia Duncan

TRAKiT No.: ANX22-006 & Z22-017

1. ORDINANCE NO. 2.281 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Coyle Property in Douglas County

Mayor Toborg left the meeting at 7:20 p.m.

Mayor Pro Tem Diak advised that staff requested this item be continued until April 17, 2023.

Joshua Rivero moved to continue the Public Hearing to consider Ordinance No. 2.281 to a date certain of April 17, 2023.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 3.228.2 – Second Reading**A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and the Westcreek Development Guide and Plan-1st Amendment, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith****Department: Community Development, Julia Duncan**

Mayor Pro Tem Diak opened the public hearing at 7:22 p.m.

The applicant is proposing to amend the Westcreek PD Development Plan to revise certain Planning Area boundaries and amend the Westcreek PD Development Guide to revise certain development standards, land use area boundaries and uses to permit restaurants with accessory drive-through elements.

The rezoning application proposes the following revisions from the existing PD zoning:

1. Previous R-Retail land use areas will be relabeled to C-Commercial to better align with the Land Development Ordinance.
2. The undeveloped MOB zoned land use area will be revised to C-Commercial and incorporate the permitted uses and terminology of this zone.
3. The boundaries of the MUR/C land use area will be revised to reflect the 3.45 acre parcel on which the Springhill Suites hotel was developed. The remnant 1.24-acre MUR/C parcel will be redesignated as C-Commercial.
4. The new C-Commercial areas within the PD are proposed to be further delineated into two planning areas, Planning Area-1 (PA-1) and Planning Area-2 (PA-2), with standards for certain uses in each planning area permitting a maximum of two drive-through restaurants in PA-1.
5. Development Standards have been revised for clarity and consistency within the PD zoning and to better align with the zoning revisions proposed through the Land Development Ordinance (LDO) Modernization project.

Staff has reviewed the proposal and has determined that it meets the nine criteria for rezoning set forth in the Land Development Ordinance and aligns with the goals and strategies of the Parker 2035 Master Plan. The Planning Commission held a public hearing on the proposed Westcreek rezoning application on January 26, 2023 and made a recommendation, with a 4-1 vote, for the Town Council to approve the zoning request.

Applicant: Jodi Newton made a brief presentation on behalf of the applicant.

Public Comments: None.

Mayor Pro Tem Diak closed the public hearing at 7:29 p.m.

Brandi Wilks moved to approve Ordinance No. 3.228.2 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 3.355.1 – Second Reading

**A Bill for an Ordinance to Amend the Parker and Pine Mixed Use Development Planned Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Julia Duncan**

Mayor Pro Tem Diak opened the public hearing at 7:33 p.m.

The submitted rezoning application proposes the following major revisions to the existing Parker and Pine Mixed-Use PD:

1. Eliminate the standard that future use on Lot 1 at the hard corner of Parker Road and Pine Lane incorporate a 17,000 square foot (s.f.) multi-tenant commercial development or a 12,000 s.f. single user commercial development. The planned fast food restaurant will have a total floor area of 3,900 s.f., for a reduction of 8,100 s.f. or more.
2. Eliminate the standard that uses with drive-throughs must be located a distance of greater than 300-feet from the hard corner of Parker Road and Pine Lane. The intent of this standard was to preserve Lot 1 at the hard corner for high-end commercial use without a drive-through to support the town center development approach.
3. Add a standard that requires Lot 5 on Pine Lane off the hard corner of Parker Road and Pine Lane to incorporate a multi-tenant development in Commercial Area I with a total area of 10,000 s.f. The property owner has agreed to this standard to partially mitigate the reduction in commercial development on Lot 1 referenced in #2 above. A future applicant may propose a reduction in the size of the multi-tenant development on Lot 5 to 8,000 s.f. when the following applies:
 - The development design incorporates two (2) outdoor patio spaces with an area of 2,000 s.f. (1,000 s.f. each), creating usable outdoor space for restaurant use.
 - The development is dedicated entirely to active commercial use such as retail, restaurants, bars, etc.
 - The development is designed as a multi-tenant building to create commercial shop space for two (2) or more small businesses.
4. Amend the design standards in the PD zoning to add stucco and stone as a permitted material and allow Bone China and Sandcastle as permitted colors. This revision is an outcome of discussions with the applicant about modifying their prototype restaurant design to comply with the Town's development design standards.

Staff has reviewed the proposal and has determined that it meets the nine criteria for rezoning set forth in the Land Development Ordinance and generally aligns with the goals and strategies

of the Parker 2035 Master Plan. The Planning Commission held a public hearing on the proposed amendment to the Parker and Pine Mixed Use Development Planned Development Guide and rezoning application on January 26, 2023 and made a recommendation, with a 4-1 vote, for the Town Council to approve the zoning request.

Applicant: Katie Sanchez made a brief presentation and answered questions on behalf of the applicant.

Public Comments: None.

Mayor Pro Tem Diak closed the public hearing at 7:47 p.m.

Todd Hendreks moved to approve Ordinance No. 3.355.1 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

D. TRACT Q - Annexation and Zoning

Applicant: Town of Parker

Location: Generally located on the east side of Chambers Road south of Mainstreet

Department: Community Development, Bryce Matthews

TRAKiT ANX22-007 and Z22-022

No.:

Mayor Pro Tem Diak opened the public hearing at 7:53 p.m.

The Town of Parker acquired the subject property, known as Tract Q, from Shea Homes, L.P. in April 2022 for future open space use. The property has a total area of 20.25 acres and is located at the southeastern corner of the intersection of Mainstreet and Chambers Road at a major gateway into Parker from the west. The Town plans to extend the Newlin Gulch Trail through Tract Q and will preserve the balance as open space. To accomplish this, the Town must annex the property and zone it with an OS - Open Space designation. Along with the annexation and zoning the Town desires to establish an Exemption Plat in Town known as the Newlin Gulch Open Space Exemption Plat to create a legal lot of record.

The Planning Commission held a public hearing on January 26, 2023 and recommended that the Town Council approve the proposed zoning.

Public Comments: None.

Mayor Pro Tem Diak closed the public hearing at 7:59 p.m.

1. RESOLUTION NO. 23-008
A Resolution to Establish the Findings of Fact and Conclusions Thereon Concerning the Eligibility of the Town-Owned Tract Q Property for Annexation

Joshua Rivero moved to approve Resolution No. 23-008.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

2. ORDINANCE NO. 2.283 – Second Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town-Owned Tract Q Property

Joshua Rivero moved to approve Ordinance No. 2.283 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

3. ORDINANCE NO. 3.369 – Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Town-Owned Tract Q Property to OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Joshua Rivero moved to approve Ordinance No. 3.369 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

4. RESOLUTION NO. 23-009

A Resolution to Exempt Certain Real Property Commonly Known as the Town-Owned Tract Q Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Joshua Rivero moved to approve Resolution No. 23-009.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

TANTERRA FILING NO. 1

Department: Town Attorney, Kelsey Hall
Town Attorney, Jim Maloney
Community Development, Bryce Matthews
Engineering and Public Works, Alex Mestdagh

Mayor Toborg rejoined the meeting at 8:23 p.m.

The subject property is located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The applicant, North Parker Investments LLC (NPI), is requesting the approval of a Final Plat for Tanterra Filing No. 1. NPI, the owner of the Anthology North property, is requesting a partial waiver of the Town's subdivision regulations related to the proposed final plat for Tanterra Filing No. 1, which is part of the Anthology North property. As a part of the request for a Partial Waiver, the Town Council will also need to address the Final Plat, Subdivision Agreement for Tanterra Filing No. 1, the Seventh Amendment to the Amended and Restated Stroh/Hess Annexation Agreement, and the Assignment and Assumption Agreement for the Tanterra Filing No. 1 Subdivision Agreement.

Filing 1 is the first Final Plat creating infrastructure and tracts implementing the Anthology North Sketch Plan and Preliminary Plans for Segment 1. Town Council approved the Anthology North Segment 1 Sketch and Preliminary Plans on August 2, 2021. Typically, Final Plats are reviewed and approved through an administrative process and are not considered by Town Council. Town Council is hearing this Final Plat because there is a partial waiver request associated with the concurrent subdivision agreement.

The proposed final plat will create 17 tracts for open space, landscaping, and drainage and 6 tracts for future residential development. It also reserves rights-of-way and allows for construction of arterial and collector roads, including the extension of Chambers Road from Hess Road south to the Stroh Road extension.

The subdivision agreement between the Town and the property owner, in which the property owner agrees to build public improvements related to a new subdivision, includes:

1. Construction of Chambers Road from Hess Road to Stroh Road,
2. Extension of Stroh Road from Spirit Trail Boulevard to the future Chambers
3. Collector roads associated with the development
4. Landscaping of open space and buffers and streetscaping, among other public improvements.

Applicant: Chris Elliot made a presentation on behalf of the applicant and answered questions of Council.

Public Comments: None.

1. RESOLUTION NO. 23-012

A Resolution to Allow a Partial Waiver of Section 13.07.080 of the Parker Municipal Code to Allow a Developer that Is Not the Owner of the Real Property Subject to the Tanterra Filing No. 1 Final Plat to Assume the Obligations to Complete the Public Improvements Described in the Subdivision Agreement for Tanterra Filing No. 1

Todd Hendreks moved to approve Resolution No. 23-012.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

2. Final Plat for Tanterra Filing No. 1

Laura Hefta moved to approve the Tanterra Filing No. 1 Final Plat, based on staff findings.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

3. Subdivision Agreement Tanterra Filing No. 1

Todd Hendreks moved to approve the Subdivision Agreement Tanterra Filing No. 1, based on staff findings.

Anne Barrington seconded the motion.

A roll call vote was taken:

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

The motion was approved unanimously.

4. RESOLUTION NO. 23-013

A Resolution to Consent to the Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement By and Between North Parker Investments, LLC, and Tanterra Development, LLC

Todd Hendreks moved to approve Resolution No. 23-013.

Joshua Rivero seconded the motion.

A roll call vote was taken:

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

The motion was approved unanimously.

5. Seventh Amendment To Amended And Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)

Joshua Rivero moved to approve the Seventh Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property).

Todd Hendreks seconded the motion.

A roll call vote was taken:

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

The motion was approved unanimously.

ORDINANCES**A. ORDINANCE NO. 9.353 - Second Reading****A Bill for an Ordinance Approving the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas****Department: Parks, Recreation, & Open Space, Meagan Nakashima**

This item is for approval of a Grant Agreement for Therapeutic Recreation Programs (Scholarships) between the Town of Parker and the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy grant program. The grant is in the amount of \$12,620.20 and allows for families, individuals, and groups with developmental disabilities to participate in recreation activities for a reduced or waived fee.

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 9.353 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 9.354 - Second Reading**A Bill for an Ordinance Approving the Grant Agreement for Adaptive Water Safety & Swim Lessons By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas****Department: Parks, Recreation & Open Space, Meagan Nakashima**

This item is for approval of a Grant Agreement for approval of the Grant Agreement for Adaptive Water Safety & Swim Lessons between the Town of Parker and the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy grant program. The grant is in the amount of \$6,762.00 for Adaptive Water Safety/Swim Lessons that enhance personal life-saving water skills.

Public Comments: None.

Brandi Wilks moved to approve Ordinance No. 9.354 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 9.348.1 - Second Reading

A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of a Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue, Tanterra, Town of Parker, By and Between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35A Project No. 107465)

Department: Engineering and Public Works, Alex Mestdagh

Stroh Gulch is a major drainageway located within the southwest portion of the Town. A reach of the drainageway is located within the proposed Tanterra development, which is located south of Hess Road and west of the existing Anthology subdivision. In accordance with Town Code, the developer of the Tanterra subdivision is required to design and construct any master-planned improvements to the major drainageway. Additionally, the Tanterra development proposes to build two roadway bridges over another major drainageway in the area, Oak Gulch. These bridges will require the developer to construct localized realignments and improvements to Oak Gulch in those areas.

The Mile High Flood District has agreed to construct these improvements to Stroh Gulch and Oak Gulch as a Development Improvement Project (DIP). In a DIP arrangement, the developer funds 100% of the cost to design and construct the improvements, while the MHFD manages the design and construction contracts with assistance and input from Town staff.

The developer funding for the improvements will be codified and collected by the Town through the Subdivision Agreement for the Tanterra development. Thus, an IGA between the Town and MHFD is necessary to transfer the developer funding to the District and memorialize the improvements that will be designed and constructed by the MHFD. The IGA obligates the MHFD to construct the improvements with Developer funding provided by the Town. This amendment to the IGA finalizes the construction costs for Stroh Gulch and adds the construction costs for Oak Gulch.

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 9.348.1 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

D. ORDINANCE NO. 1.574 – Second Reading

A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for Salisbury Park

Department: Engineering and Public Works, Alex Mestdagh

This item proposes to dedicate an easement to Parker Water and Sanitation District (PWSD) over a portion of Salisbury Park to accommodate the construction of a new sanitary sewer line. PWSD is planning to construct a Filtration Annex building adjacent to their existing Regional Well House in the eastern portion of Salisbury Park. This should improve drinking water quality for the community through the use of gravity filters that will physically remove iron and manganese from the existing water sources. As part of this project, PWSD will need to relocate several existing raw waterlines in the area and construct a new sanitary sewer line that will carry water used to clean the filters periodically. The installation of the sanitary sewer line will require a new easement to be dedicated to the Town. The proposed easement would be located east of the equestrian areas and parking lots, and outside of areas of the park that are programmed. PWSD will be responsible for the restoration of all disturbed areas through the Town's Grading Permit Program.

Applicant: Jenna Barker made a brief presentation and answered questions on behalf of PWSD.

Public Comments: None.

Anne Barrington moved to approve Ordinance No. 1.574 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 8:59 p.m.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: March 6, 2023
Submitted By: Rhonda Willey, Controller
Reviewed By: Michelle Kivela, Town Manager
Title: **ORDINANCE NO. 1.567.1 - First Reading**
A Bill for an Ordinance to Adopt the 2023 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey
Second Reading: March 20, 2023

EXECUTIVE SUMMARY

This item is a revision to the 2023 annual budget. Details of the revision are included in Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year are submitted to Council for consideration several times per year, as needed.

Adjustments fall into two categories: carryovers and supplemental amendments. Carryovers are the reappropriation of unspent, budgeted funds from the prior year into the current year. They include multi-year capital projects for which the full project cost is budgeted in the first year. Supplemental amendments consist of additional or new appropriation requests that were not anticipated at the time the budget was developed.

Section 9.12 of the Parker Home Rule Charter provides the authority under which these adjustments may occur. In the case of carryover requests, the available cash from the previous year is the source of funding. For supplemental amendments, new revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$369,500	\$2,569,682	\$2,939,182	\$67,000	\$2,872,182
Parks and Recreation Fund	30,000	4,699,079	4,729,079	-	4,729,079
Cultural Fund	-	76,125	76,125	-	76,125
Recreation Fund	120,015	383,461	503,476	142,191	361,285
Public Improvements Fund	350,000	24,889,639	25,239,639	350,000	24,889,639
Capital Renewal and Replacement Fund	-	257,085	257,085	-	257,085
Stormwater Fund	350,000	6,307,109	6,657,109	-	6,657,109
Fleet Services Fund	-	933,860	933,860	-	933,860
Information Technology Fund	-	5,550	5,550	-	5,550
Total all funds	\$1,219,515	\$40,121,590	\$41,341,105	\$559,191	\$40,781,914

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.567.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.567.1 on first reading and to schedule second reading for March 20, 2023, as part of the consent agenda.

ORDINANCE NO. 1.567.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2023 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2023 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

2023 Revised Budget Ordinance 1.567.1

1st Reading

March 6, 2023

2nd Reading

March 20, 2023

	Revision	2023 Revised Budget
General Fund		
Beginning fund balance (unaudited)		\$ 24,156,638
Revenue		78,373,153
Revenue revision	67,000	67,000
Total revised revenue		78,440,153
Total available		102,596,791
Expenditures		72,189,025
2023 Carryover	2,569,682	
Supplemental appropriation	369,500	
Total expenditure revision		2,939,182
Total revised expenditures		75,128,207
Ending fund balance		\$ 27,468,584
Parks and Recreation Fund		
Beginning fund balance (unaudited)		\$ 21,237,779
Revenue		12,722,980
Revenue revision	-	-
Total revised revenue		12,722,980
Total available		33,960,759
Expenditures		12,696,545
2023 Carryover	4,699,079	
Supplemental appropriation	30,000	
Total expenditure revision		4,729,079
Total revised expenditures		17,425,624
Ending fund balance		\$ 16,535,135

2023 Revised Budget Ordinance 1.567.1

1st Reading

March 6, 2023

2nd Reading

March 20, 2023

	Revision	2023 Revised Budget
Cultural Fund		
Beginning fund balance (unaudited)		\$ 2,491,143
Revenue		5,961,545
Revenue revision	-	-
Total revised revenue		5,961,545
Total available		8,452,688
Expenditures		6,558,738
2023 Carryover	76,125	
Supplemental appropriation	-	
Total expenditure revisions		76,125
Total revised expenditures		6,634,863
Ending fund balance		\$ 1,817,825
Recreation Fund		
Beginning fund balance (unaudited)		\$ 3,241,295
Revenue		10,193,700
Revenue revision	142,191	142,191
Total revised revenue		10,335,891
Total available		13,577,186
Expenditures		10,504,552
2023 Carryover	383,461	
Supplemental appropriation	120,015	
Total expenditure revisions		503,476
Total revised expenditures		11,008,028
Ending fund balance		\$ 2,569,158

2023 Revised Budget Ordinance 1.567.1

1st Reading

March 6, 2023

2nd Reading

March 20, 2023

	Revision	2023 Revised Budget
Public Improvements Fund		
Beginning fund balance (unaudited)		\$ 58,363,976
Revenue		25,518,895
Revenue revision	350,000	350,000
Total revised revenue		25,868,895
Total available		84,232,871
Expenditures		44,900,000
2023 Carryover	24,889,639	
Supplemental appropriation	350,000	
Total expenditure revisions		25,239,639
Total revised expenditures		70,139,639
Ending fund balance		\$ 14,093,232
Capital Renwal and Replacement Reserve Fund		
Beginning fund balance (unaudited)		\$ 51,888,511
Revenue		2,660,000
Revenue revision	-	-
Total revised revenue		2,660,000
Total available		54,548,511
Expenditures		8,000,000
2023 Carryover	257,085	
Supplemental appropriation	-	
Total expenditure revisions		257,085
Total revised expenditures		8,257,085
Ending fund balance		\$ 46,291,426

2023 Revised Budget Ordinance 1.567.1

1st Reading

March 6, 2023

2nd Reading

March 20, 2023

	Revision	2023 Revised Budget
Stormwater Utility Fund		
Beginning fund balance (unaudited)		\$ 8,567,529
Revenue		8,612,300
Revenue revision	-	-
Total revised revenue		8,612,300
Total available		17,179,829
Expenditures		9,468,073
2023 Carryover	6,307,109	
Supplemental appropriation	350,000	
Total expenditure revisions		6,657,109
Total revised expenditures		16,125,182
Ending fund balance		\$ 1,054,647
Fleet Services Fund		
Beginning fund balance (unaudited)		\$ 3,606,906
Revenue		3,441,990
Revenue revision	-	-
Total revised revenue		3,441,990
Total available		7,048,896
Expenditures		3,424,261
2023 Carryover	933,860	
Supplemental appropriation	-	
Total expenditure revisions		933,860
Total revised expenditures		4,358,121
Ending fund balance		\$ 2,690,775

2023 Revised Budget Ordinance 1.567.1

1st Reading

March 6, 2023

2nd Reading

March 20, 2023

	Revision	2023 Revised Budget
Technology Management Fund		
Beginning fund balance (unaudited)		\$ 1,309,706
Revenue		5,209,383
Revenue revision	-	-
Total revised revenue		5,209,383
Total available		6,519,089
Expenditures		5,175,483
2023 Carryover	5,550	
Supplemental appropriation	-	
Total expenditure revisions		5,550
Total revised expenditures		5,181,033
Ending fund balance		\$ 1,338,056

Summary of Revisions to 2023 Budget Ordinance 1.567.1

1st reading 03/06/2023

2nd reading 03/20/2023

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 369,500	\$ 2,569,682	\$ 2,939,182	\$ 67,000	\$ 2,872,182
Parks and Recreation Fund	30,000	4,699,079	4,729,079	-	4,729,079
Cultural Fund	-	76,125	76,125	-	76,125
Recreation Fund	120,015	383,461	503,476	142,191	361,285
Public Improvements Fund	350,000	24,889,639	25,239,639	350,000	24,889,639
Capital Renewal and Replacement R	-	257,085	257,085	-	257,085
Stormwater Fund	350,000	6,307,109	6,657,109	-	6,657,109
Fleet Services Fund	-	933,860	933,860	-	933,860
Information Technology Fund	-	5,550	5,550	-	5,550
Total all funds	<u>\$ 1,219,515</u>	<u>\$ 40,121,590</u>	<u>\$ 41,341,105</u>	<u>\$ 559,191</u>	<u>\$ 40,781,914</u>

Detail of Supplemental Revisions to 2023 Budget Ordinance 1.567.1

1st reading 03/06/2023

2nd reading 03/20/2023

Expenditures**General Fund**

Police Department LEAF supplies	500
Parks tree grant program - increase in offerings in 2023	19,000
Transfer to Capital Projects Fund for O'Brien Park treescape project	350,000

Total General Fund expenditure supplemental revision	\$369,500
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Parks and Recreation Fund

Refund of escrow booked incorrectly in 2008	30,000
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Total Parks and Recreation Fund expenditure supplemental revision	\$30,000
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Recreation Fund

Day Camp and Preschool expenditures related to the Cildcare Stabilization and Workforce Sustainability Grant	120,015
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Total Recreation Fund expenditure supplemental revision	\$120,015
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Public Improvements Fund

O'Brien Park streetscape project increased in scope	350,000
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Total Public Improvements Fund expenditure supplemental revision	\$350,000
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Stormwater Utility Fund

Restoration of aging metal culvert in the Jordan Tributary and Detention pond project	350,000
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Total Stormwater Utility Fund expenditure supplemental revision	\$350,000
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Total expenditure supplemental revision	\$1,219,515
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Detail of Supplemental Revisions to 2023 Budget Ordinance 1.567.1

1st reading 03/06/2023

2nd reading 03/20/2023

Revenues**General Fund**

Police Department seizure fund revenue for drone project in carryovers	67,000
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<i>Total General Fund revenue supplemental revision</i>	\$67,000
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Recreation Fund

Child Care Stabilization and Workforce Sustainability Grant for Day Camp and Preschool program	142,191
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<i>Total Recreation Fund revenue supplemental revision</i>	\$142,191
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Public Improvement Fund

Transfer from General Fund for the O'Brien Park streetscape project	350,000
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<i>Total Public Improvement Fund revenue supplemental revision</i>	\$350,000
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<i>Total revenue supplemental revision</i>	\$559,191
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Town of Parker**Exhibit A****Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1**

1st reading 03/06/2023

2nd reading 03/20/2023

Description	Amount
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General Fund

Town Clerk Codification of the Land Development Ordinance (LDO)	20,000
Finance Paperless processes - Financial Software project	345,000
Legal Services Furniture: 2 side chairs ordered 2022 - not received	1,240
Community Development Parks Design and Construction Manual	3,813
Community Development Land Development Ordinance - Mapping	29,500
Community Development Master Plan Update	258,120
Community Development Land Development Ordinance	106,480
Community Development Parker and Pine Subarea Plan	12,000
General Govt Buildings & Plant Town Hall Roof Replacement Consultant	24,000
General Govt Buildings & Plant Town Hall Boiler Project	44,788
General Govt Buildings & Plant Town Hall Roof Replacement Membrane	149,000
General Govt Buildings & Plant Town Hall Roof Replacement Metal	200,000
Police Administration Quartermaster Software	12,500
Investigations Side Plates	4,000
Investigations Drone Equipment - Seizure Fund	67,000
Patrol Radio Batteries	3,000
Patrol Radio Batteries	4,000
Patrol Motorcycle Helmets	9,300
Police Station Police Station AV Upgrade	155,000
Public Works Streets Pine Drive/Sulphur Gulch bridge rehabilitation final design	149,000
Public Works Streets Cab and Chasis and Plow Truck	200,000
Engineering Douglas County HCP	2,551
Engineering Vehicles (2)	67,605
Traffic Services sign replacement for Region 4	13,987
Traffic Services Pavement Markings	145,152
Traffic Services PACE Center Lighting Upgrade	16,044
Traffic Services sign replacement for Region 4 - services	30,000
Traffic Services Crash Truck	190,000
Traffic Services 5 Traffic Signal Cabinets	81,220
Traffic Services Miovision detection, FLR replacement	84,787
Traffic Services Pad Locks	26,593
Economic Development Strategic Plan	114,002

Total General Fund carryover revision	\$2,569,682
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Town of Parker**Exhibit A****Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1**

1st reading 03/06/2023

2nd reading 03/20/2023

Description	Amount
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Parks and Recreation Fund

Design Guidelines and Construction Specifications	9,540
H2O - Renovation Project	25,000
O'Brien Park Improvements	234,496
Harvie Open Space Plan and Dev	923,003
Newlin Gulch Regional Trail	46,124
High Plains Trail Connection	753,873
Rowley Downs Trail	340,338
Trail Corr Latigo-Canterberry	949,731
Lemon Gulch Trail	1,416,974

<i>Total Parks and Recreation Fund carryover revision</i>	\$4,699,079
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Cultural Fund

Replacement of PACE lighting console	45,045
Clover POS for PACE and Schoolhouse concessions	17,510
Schoolhouse Theatre power distribution unit	13,570

<i>Total Cultural Fund carryover revision</i>	\$76,125
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Recreation Fund

Recreation Center - Camera System Upgrades	37,000
Recreation Center - PA System	20,000
Fieldhouse RTU	150,000
Fieldhouse - Security Upgrades	10,461
Fieldhouse - Camera System Upgrades	42,000
Fieldhouse - Curtain Replacement	14,000
Day Camp - Transportation Equipment	110,000

<i>Total Recreation Fund carryover revision</i>	\$383,461
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Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1

1st reading 03/06/2023

2nd reading 03/20/2023

Description	Amount
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Public Improvement Fund

Traffic Control Signal-Parkglenn/Parker Road	601,070
Traffic Control Redundant Fiber Optics Upgrade	224,850
Traffic Control Signal - Jordan/Parkerhouse	521,095
Traffic Control Parker Road Responsive Signal System	712,462
Traffic Control Signal-Chambers/Crowfoot/Bayou Gulch	359,899
Traffic Control Signal-Motsenbocker/French Creek	75,000
Traffic Control Signal-Chambers/Red Sky	491,569
Traffic Control Signal-Jordan/Cedar Gulch	60,000
Highway & Streets Cap Projects Street Reconstruction Projects	40,000
Highway & Streets Cap Projects Sidewalk Gap Closures	50,605
Highway & Streets Cap Projects Roadway Safety Enhancements	141,870
Highway & Streets Cap Projects Parker Road Sidewalk Project	104,000
Highway & Streets Cap Projects Town-Wide Sign Program	115,477
Highway & Streets Cap Projects Jordan Road Widening - To Hess Road	6,700
Highway & Streets Cap Projects Medians & Entryways	290,000
Highway & Streets Cap Projects Lincoln Widening - Keystone to Parker Road	1,480,805
Highway & Streets Cap Projects Hess - Motsenbocker Projects	147,235
Highway & Streets Cap Projects North Parker Road Improvements	4,844,699
Highway & Streets Cap Projects SW Parker Road & Mainstreet	74,900
Highway & Streets Cap Projects Jordan Rd-Newlin Gulch	97,096
Highway & Streets Cap Projects Parker Road Sidewalk - Village Inn to Sulphur Gulch	403,270
Highway & Streets Cap Projects Motsenbocker Widening - Clarke Farms to Todd Drive	5,400
Highway & Streets Cap Projects Cottonwood Drive Widening - Jordan to Cherry Creek	550,142
Highway & Streets Cap Projects J Morgan Extension	37,700
Highway & Streets Cap Projects Kings Point Way	178,298
Highway & Streets Cap Projects Parker Road/20-Mile/E-470 Mobility	424,800
Highway & Streets Cap Projects Dransfeldt Ext-South of 20-Mile	1,529,744
Highway & Streets Cap Projects Pikes Peak Drive Sidewalk Improvement	200,000
Highway & Streets Cap Projects Pikes Peak Avenue	550,000
Highway & Streets Cap Projects Power Line Undergrounding	605,400
Urban Renewal Projects Mainstreet Safety & Circulation	47,871
Urban Renewal Projects Mainstreet Beautification	127,214
Urban Renewal Projects South Edge O'Brien Park/Mainstreet	525,151
Urban Renewal Projects Twenty-Mile Left Turn Lanes	1,669,093
Urban Renewal Projects Pikes Peak Drive Sidewalks	2,560,282
Urban Renewal Projects Mainstreet North Sidewalks	2,240,031
Urban Renewal Projects Dransfeldt Rd Widening (Pony Express Drive to Mainstreet)	2,795,911

Total Public Improvement Fund carryover revision**\$24,889,639**

Town of Parker**Exhibit A****Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1**

1st reading 03/06/2023

2nd reading 03/20/2023

Description	Amount
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Capital Renewal and Replacement Reserve Fund

Town Hall Expansion	257,085
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<i>Total Capital Renewal and Replacement Reserve Fund carryover revision</i>	\$257,085
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Stormwater Fund

Annual Water Quality Improvements - Cimarron Detention Pond and Mainstreet Pond at Cherry Creek	242,359
Newlin Gulch	200,000
Jordan Tributary and Detention Pond	74,027
Brandy Gulch at Looking Glass	5,500,000
Clarke Farms Channel and Gulch	290,723

<i>Total Stormwater Fund carryover revision</i>	\$6,307,109
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Fleet Services Fund

Fleet replacement vehicles (5)	933,860
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<i>Fleet Services Fund carryover revision</i>	\$933,860
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Information Technology Fund

Exchange upgrade	5,550
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<i>Total Information Technology Fund carryover revision</i>	\$5,550
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<i>Total carryover revision</i>	\$40,121,590
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Request for Town Council Action

Date: March 6, 2023

Submitted By: Mary Colton, Parks and Recreation Director
Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.356 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir By and Between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, the Town of Parker and the Town of Castle Rock
Department: Parks, Recreation and Open Space, Mary Colton
Town Attorney, Kelsey Hall
Second March 20, 2023
Reading:

EXECUTIVE SUMMARY

The Rueter-Hess Recreation Authority desires to transition the coordination of administrative recreational functions at the Rueter-Hess Reservoir (the "Reservoir"), including scheduling, programming day-to-day operations, trail maintenance and patrol, by terminating the existing Intergovernmental Agreement governing the Reservoir's management and entering into a new Intergovernmental Agreement that names Douglas County as the "Managing Jurisdiction". This new Intergovernmental Agreement dissolves the current Rueter-Hess Recreation Authority and replaces it with an "Advisory Board".

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2015, the Town entered into an Intergovernmental Agreement with the City of Castle Pines, Douglas County, Parker Water and Sanitation District, the City of Lone Tree, and the Town of Castle Rock to establish the Rueter-Hess Recreation Authority (the "Authority IGA"), which collectively funded and managed recreation activities and related improvements at the Reservoir. Since then, a few of the agencies have shared administrative responsibilities, which has resulted in inconsistencies, public confusion, and limited access to the Reservoir.

Consequently, the Rueter-Hess Recreation Authority Board members and County Managers agreed that increased public access to water and land-based recreation was a high priority and

transitioning the management and coordination to Douglas County was the best path forward. This would be accomplished by terminating the existing Authority Intergovernmental Agreement and entering into a new Intergovernmental Agreement that clarifies the role of Douglas County as the Managing Jurisdiction, which has the power to enter into contracts, hire staff, and expend the funds contributed by the member jurisdictions in order to carry out the Reservoir's Master Plan, including its recreation functions. The new Intergovernmental Agreement would also transition the role of the Recreation Authority into an advisory board, which makes recommendations on the recreational uses and capital projects funded by the member jurisdictions.

The Town of Parker will continue to make its annual contribution of \$210,000 for capital improvements and operational expenses.

FINANCIAL IMPACT

\$210,000 per year

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.356

RECOMMENDED MOTION

I move to approve Ordinance No. 9.356 on first reading and to schedule second reading for March, 20, 2023, as part of the consent agenda.

ORDINANCE NO. 9.356, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT DISSOLVING THE RUETER-HESS RECREATION AUTHORITY AND ESTABLISHING THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS THE MANAGING JURISDICTION OF RECREATION OPERATIONS AND MANAGEMENT AT RUETER-HESS RESERVOIR BY AND BETWEEN PARKER WATER AND SANITATION DISTRICT, DOUGLAS COUNTY, CITY OF CASTLE PINES, CITY OF LONE TREE, THE TOWN OF PARKER AND THE TOWN OF CASTLE ROCK

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 Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management a Rueter-Hess Reservoir by and between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, Town of Parker, and Town of Castle Rock, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT
DISSOLVING THE RUETER-HESS RECREATION AUTHORITY
AND ESTABLISHING THE DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
AS THE MANAGING JURISDICTION OF RECREATION
OPERATIONS
AND MANAGEMENT AT RUETER- HESS RESERVOIR**

This INTERGOVERNMENTAL AGREEMENT DISSOLVING THE RUETER-HESS RECREATION AUTHORITY AND ESTABLISHING THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS THE MANAGING JURISDICTION OF RECREATION OPERATIONS AND MANAGEMENT AT RUETER-HESS RESERVOIR (the "Agreement") is made, entered into as of the _____ day of _____ 2023, by and between: PARKER WATER AND SANITATION DISTRICT (hereinafter the "District"), a Colorado special district and political subdivision, and political jurisdictions DOUGLAS COUNTY, a Colorado county and political subdivision (the "County"), and the following local municipalities: CITY OF CASTLE PINES, a Colorado municipality ("Castle Pines"), CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree"), TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and TOWN OF CASTLE ROCK ("Castle Rock"), a Colorado home rule municipality, collectively referred to as the "Municipal Members." The District, County and Municipal Members collectively referred to herein as "Parties".

RECITALS

WHEREAS, the District is the owner of certain real property and improvements located in Douglas County known as Rueter-Hess Reservoir; and

WHEREAS, consistent with the District's purpose as a water and sanitation district under Title 32, C.R.S., the primary purpose of Rueter-Hess Reservoir is to provide drinking water and storage to serve the District's customers; and

WHEREAS, pursuant to C.R.S. 32-1-1006(8)(a), a water and sanitation district may also provide park and recreation improvements and services in connection with a water reservoir owned by the district and adjacent land if such improvements and services are not already being provided by another entity with respect to the water reservoir and adjacent land; and

WHEREAS, park and recreation improvements and services are currently being provided by the Reuter-Hess Recreation Authority, a political subdivision of the State of Colorado ("Authority") which was established by that Intergovernmental Agreement dated August 27, 2015, and entered into between the District and the Municipal Members (the "Recreation Authority IGA"); and

WHEREAS, the members of the Rueter-Hess Recreation Authority are all parties to this Agreement, and by entering into this Agreement intend, pursuant to the requirements of the Recreation Authority IGA, to dissolve the Authority as further provided in this Agreement; and

WHEREAS, the Douglas County Board as the Managing Jurisdiction of recreation will effect the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at Rueter-Hess Reservoir; and

WHEREAS, the District, County, and Municipal Members desire to plan, develop and provide recreational uses and amenities around Rueter-Hess Reservoir for the benefit of the County and Municipal Members, their constituents and the public, provided that the recreational activities and related improvements do not interfere with the primary purpose of Rueter-Hess Reservoir as determined by the District; and

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

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

WHEREAS, it would be in the best interest of all of the Parties to participate collectively in the planning, development, financing, construction and operation of recreational uses, improvements and facilities at Rueter-Hess Reservoir.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District, the County, and Municipal Members agree as follows:

SECTION 1: ESTABLISHING DOUGLAS COUNTY AS THE MANAGING JURISDICTION

1.1 Purpose. The purpose of establishing the County as the Managing Jurisdiction is to centralize the ongoing implementation of the Rueter-Hess Reservoir Recreation Master Plan, as amended, and the development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at Rueter-Hess Reservoir (the “Project”).

1.2 Termination of Recreation Authority IGA. Pursuant to Section 7.2 of the Recreation Authority IGA, the Parties to this Agreement agree to terminate the Recreation Authority IGA effective as of December 31, 2023 or earlier upon completion by the Authority of the transfer of all Authority property, equipment, applicable agreements, funds on hand or facilities owned by the Authority to the Managing Jurisdiction and completion of all statutory requirements, which shall be completed as soon as reasonably possible after the date of full execution of this Agreement (the “Effective Date”).

1.3 Establishment. As of the Effective Date, the District, County, and Municipal Members establish the Douglas County Board of County Commissioners as the Managing Jurisdiction (the “Managing Jurisdiction”) of the Project and by and through their respective representatives on the Authority board of directors agree to take the necessary actions to effectuate the actions set forth in section 1.2 hereof.

1.4 Project Subordinate to District Functions. The Project shall be subordinate to the primary duty of the District to provide water and sanitation services to its customers, and consent of the District, which may be granted or withheld in the District’s sole discretion, shall be required for all review and approve any water-based recreational activity and improvements at Rueter-Hess Reservoir.

95 **SECTION 2: POWERS AND RESPONSIBILITIES OF THE MANAGING JURISDICTION**

96
97 2.1 Authority and Responsibility. The District and Municipal Members agree that the Douglas
98 County Board of County Commissioners as the Managing Jurisdiction shall be empowered with the
99 authority to plan, design, improve, construct, maintain, repair, control, regulate and operate the Project for
100 the use and benefit of the the Parties, their constituents and the public, including the authority to:

- 101
102 • Approve the recommended budget as set forth in Section 4.3.
103 • Make budgetary decisions to operate, maintain, and offer programming as described in the Master
104 Plan. If changes to the approved budget become warranted, the Managing Jurisdiction will inform
105 the Advisory Board, in writing, why the change is necessary.
106 • Contract and purchase all necessary supplies, equipment, materials, and services, including
107 professional services, to develop and operate the Project.
108 • Employ agents and employees as deemed necessary to operate the Project.
109 • Plan, manage and operate recreational programs for the Parties, their constituents, and the public.
110 • Plan, manage, and conduct maintenance operations of recreational assets.
111 • Fix, maintain, and revise fees, rents, security deposits, and charges for functions, services or
112 facilities for recreational opportunities provided at Rueter-Hess Reservoir.
113 • Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property,
114 commodity, or service.
115 • Incur debts, liabilities, or obligations.
116 • Adopt regulations respecting the exercise of its authority and the carrying out of its purposes.
117 • Exercise any other authority that is essential to the provision of functions, services, or facilities by
118 the Managing Jurisdiction and that are specified in this Agreement.
119

120 2.2 Rueter-Hess Reservoir Recreation Master Plan. The Managing Jurisdiction shall be
121 responsible for updating and coordinating implementation of the Rueter-Hess Reservoir Recreation Master
122 Plan, attached hereto as Exhibit A (the “Master Plan”) and made a part hereof.
123

124 2.3 Subject to District Approval. The Managing Jurisdiction’s authority granted to it by this
125 Agreement is subordinate to the primary purpose of Rueter-Hess Reservoir to provide drinking water and
126 storage, and the District may reject any activities or improvements at Rueter-Hess Reservoir authorized
127 under this Agreement if the District determines, in its sole discretion, that such activities or improvements
128 will interfere with the District’s operations.
129

130 **SECTION 3: CREATION OF RUETER-HESS RESERVOIR**
131 **RECREATION ADVISORY BOARD**
132

133 3.1 Creation of Rueter-Hess Reservoir Recreation Advisory Board. There is hereby created
134 the Rueter-Hess Reservoir Recreation Advisory Board (the “Advisory Board”).
135

136 3.2 Members of the Rueter-Hess Reservoir Recreation Advisory Board. Members of the
137 initial Rueter-Hess Recreation Authority Board shall be those Parties executing this Agreement and as
138 described in Section 3.3 below (“Advisory Board Members”).
139

140 3.3 Composition of Rueter-Hess Reservoir Recreation Advisory Board. The Advisory Board
141 shall be comprised of six representatives: one representative of the District, one from the Managing
142 Jurisdiction, and one from each Municipal Member. The governing body of each of the Parties shall

143 appoint a representative to the Advisory Board, each representative of whom shall be an elected official or
144 staff member of jurisdiction. If new municipal members participate in the Project in the future, they shall
145 be represented on the Advisory Board by a designated representative, as detailed herein. If an existing
146 Municipal Member withdraws, then said municipality will lose its representation such that the total number
147 of Advisory Board members shall correspondingly increase or decrease upon the addition or withdrawal
148 of Municipal Member jurisdictions. The Advisory Board shall allow for alternates in the event a regular
149 representative is unable to attend a meeting.

150
151 3.4 Terms. There shall be no service limitation on the duration an Advisory Board member
152 may serve on the Advisory Board.

153
154 3.5 Compensation. Members of the Advisory Board shall receive no compensation for their
155 services.

156
157 3.6 Vacancies. The District, County, and Municipal Members must fill any vacancies from
158 their own jurisdictions.

159
160 3.7 No Restriction on Authority of Participants. Nothing herein shall be deemed or construed
161 to restrict, prohibit, or otherwise limit the authority of the District, County or any Municipal
162 Member, and no action of the Advisory Board shall be attributable to the District, County, or a
163 Municipal Member.

164
165 3.8 Dissolution of Advisory Board Member. If an Advisory Board Member's jurisdiction is
166 dissolved or otherwise ceases to exist, then either:

- 167 i. the plan for dissolution shall contain adequate provisions acceptable to the
168 Advisory Board for the performance of all such Advisory Board Member's
169 obligations to the Advisory Board, or
170 ii. all such obligations shall be fully paid prior to the effective date of dissolution.

171 3.9 Benefits of Rueter-Hess Reservoir Recreation Advisory Board Membership. Advisory
172 Board Members' jurisdictions shall be entitled to exclusive day-use of Rueter-Hess Reservoir and its
173 facilities to include: a single weekday and a single weekend day of exclusive use between Memorial Day
174 and Labor Day free-of-charge annually. No exclusive days may be scheduled on the following black-out
175 days: holiday weekends including Mother's Day, Father's Day, Memorial Day, Labor Day, and July 4th;
176 the July 4th holiday (if not on a weekend); and any other Federal holidays. The District, as owner of Rueter-
177 Hess Reservoir, upon reasonable notice to the Managing Jurisdiction, may make exclusive use of any
178 portion of Rueter-Hess Reservoir necessary for its statutorily authorized purposes, provided such use does
179 not interfere with a previously scheduled use of Rueter-Hess Reservoir.

180 181 **SECTION 4: DUTIES OF RECREATION ADVISORY BOARD MEMBERS**

182
183 4.1 Bylaws, Code of Conduct, and Policies and Procedures. The Advisory Board shall have
184 the authority to promulgate bylaws, a code of conduct, and policies and procedures which shall establish
185 the organizational rules and policies and procedures for the Advisory Board that are not provided for in
186 this Agreement including, but not limited to, the following: establish the Advisory Board meeting schedule,
187 officer elections and setting term limits, voting, and delegation of administrative functions and
188 management of funds.

- 189 i. Meetings. The Advisory Board shall meet at least monthly.

- 190 ii. Officers. The Advisory Board shall elect from its membership a Chairperson and
191 a Vice Chairperson, who shall have the duties set forth in the bylaws of the Rueter-
192 Hess Reservoir Recreation Advisory Board, if any have been adopted. Officers
193 shall be elected for a two-year term and shall serve until their successors have
194 been elected. Any Advisory Board Member may nominate himself or herself or
195 any other Advisory Board Member as a candidate for an office. The officers shall
196 be elected by an affirmative vote of at least a majority of the Advisory Board.
197 iii. Voting. The Advisory Board shall act only upon a duly executed vote of the
198 Advisory Board Members. Each Advisory Board Member shall cast one vote. A
199 vote of the Advisory Board shall be deemed duly executed if made by a majority
200 of a quorum of the Advisory Board Members. A quorum shall consist of a majority
201 of Advisory Board Members. Proxy voting shall be allowed by alternate
202 representatives designated by an Advisory Board Member.
203 iv. Delegation of Administrative Functions and Management of Funds. The Advisory
204 Board Members further agree that management of the administrative affairs of the
205 Advisory Board, including, but not limited to, staff support for meetings and
206 agenda preparation, recording of minutes and making of reports, keeping of
207 books, records and accounts and the management shall be undertaken by the
208 Managing Jurisdiction.
209

210 4.2 Rueter-Hess Reservoir Recreation Master Plan. Periodically, the Advisory Board shall
211 review the the Master Plan and recommend updates to the Managing Jurisdiction. The Advisory Board
212 shall define in its bylaws the process to review and make said recommendations to the Managing
213 Jurisdiction. No amendment to the Master Plan shall take effect until after approval by the District and the
214 Managing Jurisdiction, which approval shall not be unreasonably withheld.
215

216 4.3 Responsibility for Recommending Budget Expenditures. The Advisory Board shall make
217 annual recommendations to the Managing Jurisdiction pertaining to major capital improvement projects
218 and new or expanded recreation programming for the Project as set forth in the Master Plan.
219 Recommendations shall be transmitted in writing to the Managing Jurisdiction after a duly executed vote.
220 The Advisory Board shall define in its bylaws the process to review and make said recommendations to
221 the Managing Jurisdiction. For purposes of clarity, the Managing Jurisdiction is not authorized to spend
222 the appropriated Municipal Member funds in such a way that would constitute a material deviation from
223 the Master Plan
224

225 **SECTION 5: FUNDING OF PROJECT BUDGET**

226

227 5.1 Rueter-Hess Reservoir Recreation Advisory Board Municipal Member Contributions.
228 The Municipal Members agree that as of the Effective Date each Municipal Member will annually pay to
229 the Managing Jurisdiction a contribution for the implementation of the Rueter-Hess Reservoir Recreation
230 Master Plan and Project, as set forth in this Section (the "Contribution"). The District shall have no
231 monetary contribution obligation as its contribution is the District's authorization of the use of Rueter-
232 Hess Reservoir for the Project.
233

- 234 i. Contributions. The amount of each Municipal Member's annual Contribution
235 obligation is as follows:
236 City of Lone Tree in the amount of \$100,000;
237 City of Castle Pines in the amount of \$100,000;

Town of Castle Rock in the amount of \$210,000;
Town of Parker in the amount of \$210,000;
Douglas County in the amount of \$250,000; and
Newly added Municipal Members, as allowed for in Section 3.3, will pay an amount that is recommend by the Advisory Board and approved by the Board of County Commissioners.

The Contribution amounts set forth in this Section may be changed only by a super-majority (at least three fourths) vote of all Advisory Board Members. Contributions are non-refundable, except as specifically set forth in this Agreement. Contributions shall be used to fund recreation operations, management, programming, and capital improvement projects at Rueter-Hess Reservoir pursuant to the Master Plan and the Project.

ii. Contribution Deadline. The annual Contribution shall be transmitted to the Douglas County Board of County Commissioners no later than March 31st of each calendar year that this Agreement is in effect. The Managing Jurisdiction will deposit all monies into a dedicated Special Revenue Fund with a general ledger for recreation management at Rueter-Hess Reservoir.

iii. Removal/Withdrawal for Failure to Pay Annual Contribution. If a Municipal Member fails to pay its annual Contribution it forfeits its seat on the Board and any benefits accrued thereto and shall automatically be removed as a Municipal Member effective as of the date the annual contribution is due and shall forfeit any claim to funds previously contributed.

iv. Reinstatement of a Municipal Member. The Managing Jurisdiction may reinstate a Municipal Member to the Board upon a written request once the Municipal Member has fulfilled its outstanding obligations if any, including payment of all Contributions due under this Agreement, unless payment of past-due Contributions is waived by a unanimous vote of the Advisory Board.

v. Withdrawal by the Managing Jurisdiction. If the Managing Jurisdiction withdraws from this Agreement, the remaining Municipal Members may, by a majority vote, designate an alternative entity as the new Managing Jurisdiction. If no Managing Jurisdiction is designated within ninety (90) days of withdrawal of the Managing Jurisdiction, this Agreement shall terminate, unless the Municipal Members unanimously agree otherwise.

5.2. Appropriations. The annual contribution of funds by the County or any Municipal Member is subject to the annual appropriations of such jurisdiction for such purpose. No debt or multiple fiscal year financial obligation is created by this Agreement.

SECTION 6: MISCELLANEOUS

6.1 Term. This Agreement shall become effective upon its full execution by the Parties and shall renew automatically on January 1st of each year for an additional one-year term until terminated in accordance with the provisions of Section 6.3, below, and subject to the annual appropriation of funds by all Parties. Any future automatic extension of the original term is contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by each of the Parties.

286 6.2 Amendment. Any Advisory Board Member may propose an amendment to this Agreement
287 in writing and on reasonable notice to all other Advisory Board Members. No proposed amendment shall
288 be effective unless approved by the governing body of each of the Advisory Board Members. Any
289 amendment not so approved shall be void *ab initio*.

290
291 6.3 Termination.

292 i. Termination by the District. The District may terminate this Agreement for cause or for
293 convenience. Cause to terminate exists when another of the Parties materially breaches this Agreement; a
294 law or regulation substantially limits or prohibits the activities contemplated by this IGA because it unduly
295 interferes with the District's operations; or an event occurs which requires substantial effort or funding on
296 the part of the District to remediate, such that it would be unreasonable for the District to resume such
297 activities due to the cost, resources required, or risk of additional substantial interference with District
298 operations. The withdrawal or removal of a Municipal Member to this Agreement pursuant to Section 5.1
299 shall not constitute cause to terminate. The District may terminate this Agreement for convenience
300 provided it follows the following procedures: (1) the District provides written notice to each Municipal
301 Member and the Managing Jurisdiction that the District's Board of Directors will consider termination at
302 a public meeting to occur no sooner than sixty (60) days from delivery of written notice to each Municipal
303 Member and the Managing Jurisdiction; (2) notice of the public meeting is posted prominently on the
304 District's website at least thirty (30) days prior to the date of the meeting at which the Board will consider
305 terminating the Agreement; (3) the notices required by subsections (1) and (2) shall state that the Board of
306 Directors is considering terminating the Agreement, the date, time, and location of the meeting, and that
307 interested parties may submit written comments prior to the meeting and may attend the meeting to provide
308 comments to the Board of Directors. The District's Board of Directors may only terminate the Agreement
309 for convenience after allowing the Managing Jurisdiction, Municipal Members, and other interested parties
310 to comment at such duly noticed Board meeting and the termination decision shall be made via a public
311 roll-call vote of the District's Board of Directors.

312 ii. Termination by the Advisory Board. This Agreement may be terminated for any reason
313 by a super-majority (at least three-fourths) of all current Advisory Board Members.

314 iii. Effect of Termination/Managing Jurisdiction Withdrawal. Upon termination or
315 withdrawal by the Managing Jurisdiction, the Managing Jurisdiction will use any existing contributions to
316 pay the cost of the termination or transfer of assets. Any cost for liabilities incurred by the Managing
317 Jurisdiction during the termination of this Agreement shall be borne to the extent possible out of the
318 existing contributions. Any unused contributions will be refunded in the same proportion in which they
319 were made to the Municipal Members as appropriate. Upon the effective date of termination of this
320 Agreement, all authority for recreation operation and management shall revert to the District. The authority
321 granted to the Managing Jurisdiction under this Agreement shall continue to the extent necessary to make
322 an effective disposition of the property, equipment, and facilities acquired by the Managing Jurisdiction to
323 fulfill its obligations under this Agreement.

324
325 6.4 No Waiver of Governmental Immunity Act. The Parties understand and agree that all
326 Parties, their commissioners, directors, mayors, city councils, agents, and employees, are relying on, and
327 do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other
328 rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-
329 101 to 120, or otherwise available to that jurisdiction.

330
331 6.5 Entire Agreement. This Agreement contains the entire agreement between and among the
332 County, the District and the Municipal Members. The Parties agree there have been no representations
333 made other than those contained herein; that this Agreement constitutes their entire Agreement; and further

agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Digital signatures to this Agreement shall be acceptable and binding.

6.7 Fair Dealing. The Parties agree that they will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement; provided, however, that nothing herein shall be construed as imposing on the District, the County, or any Municipal Member any greater duty or obligation to any other jurisdiction than that which already exists as a matter of Colorado law.

6.8 No Third-Party Beneficiaries. There are no express or implied third-party beneficiaries of this Agreement. No third party has the right to enforce this Agreement.

6.9 Governing Law and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Colorado and venue for any disputes shall be in Douglas County, Colorado.

6.10 Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

6.11 Headings; Recitals. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated by reference herein.

6.12 Relationship of the Municipal Members. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Municipal Members, and the rights and obligations of the Municipal Members shall be only those expressly set forth in this Agreement.

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

[Remainder of page intentionally left blank — signatures on following page]

369 **PARKER WATER AND SANITATION DISTRICT**

370

371

372 By: _____

373

374 Title: _____

375

376 ATTEST:

377

378

379 _____

380

381 [SEAL]

382

383

384

385

386

387

388

389 **DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

390

391

392 By: _____

393

394 Title: _____

395

396 ATTEST:

397

398

399 _____

400

401 [SEAL]

402

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk
[SEAL]

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

TOWN OF CASTLE ROCK

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corrliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Jeff Brauer, Director of Parks and Recreation

CITY OF CASTLE PINES

By: _____

Title: _____

ATTEST:

[SEAL]

CITY OF LONE TREE

By: _____

Title: _____

ATTEST:

[SEAL]

EXHIBIT A

RUETER-HESS RESERVOIR RECREATION MASTER PLAN

(not attached)



Request for Town Council Action

Date: March 6, 2023
Submitted By: Kristin Hoffmann, Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-010**
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor of the Town of Parker
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

Under the Town Charter and the Parker Municipal Code, the Town Council is required to appoint a Mayor Pro Tem and Acting Mayor.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As required by the Town Charter and the Parker Municipal Code, the Town Council appoints the Mayor Pro Tem and Acting Mayor by resolution. The purpose of Resolution No. 23-010 is to approve the appointment of the Mayor Pro Tem and Acting Mayor.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-010

RECOMMENDED MOTION

I move to approve Resolution No. 23-010, as part of the consent agenda.

RESOLUTION NO. 23-010, Series of 2023

TITLE: A RESOLUTION FOR TOWN COUNCIL APPOINTMENT OF MAYOR PRO TEM AND ACTING MAYOR OF THE TOWN OF PARKER

WHEREAS, Section 3.3 of the Town of Parker Home Rule Charter provides that a Mayor Pro Tem shall be elected by the Town Council from its own membership;

WHEREAS, Section 3.3 of the Town of Parker Home Rule Charter provides that, in the event of the absence or disability of both the Mayor and the Mayor Pro Tem, the Town Council shall designate one of its members to serve as Acting Mayor during such absence or disability; and

WHEREAS, the Town Council of the Town of Parker desires to elect both a Mayor Pro Tem and Acting Mayor, as provided in Section 3.3 of the Town of Parker Home Rule Charter.

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 elects John Diak to serve as the Mayor Pro Tem, as provided in Section 3.3 of the Town of Parker Home Rule Charter.

Section 2. The Town Council of the Town of Parker elects Josh Rivero to serve as the Acting Mayor of the Town of Parker, in the event of the absence or disability of both the Mayor and the Mayor Pro Tem, as provided in Section 3.3 of the Town of Parker Home Rule Charter of the Town of Parker.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: March 6, 2023
Submitted By: Carrie Glassburn, Cultural Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-014**
A Resolution to Accept Donations of Artwork Received by the Town's Cultural Department
Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This resolution will accept donations of artwork previously received by the Town that have not yet been approved by Town Council.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker Home Rule Charter requires that the Town Council review all proposed gifts, bequests, and donations and either accept or refuse them. Since the Cultural Department has received artwork donations in the past without Council formally accepting the donation, this resolution allows Town Council to accept all artwork currently in the Town's possession. In order to ensure that all artwork is properly accepted, the resolution will include all donated pieces in the Town's possession, including those that may have been previously accepted by Town Council.

FINANCIAL IMPACT

None to accept the artwork

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-014

RECOMMENDED MOTION

I move to approve Resolution No. 23-014, as part of the consent agenda.

RESOLUTION NO. 23-014, Series of 2023

TITLE: A RESOLUTION TO ACCEPT DONATIONS OF ARTWORK RECEIVED BY THE TOWN'S CULTURAL DEPARTMENT

WHEREAS, Section 15.7 of the Town of Parker Home Rule Charter provides that the Town Council of the Town of Parker may "receive or refuse bequests, gifts and donations;"

WHEREAS, the Town's Cultural Department received artwork donations, as more particularly described in the art inventory list attached hereto as **Exhibit 1** and incorporated herein (the "Donations"), some of which had not previously been formally accepted by the Town Council;

WHEREAS, the donors represent the value of the Donations as indicated in Exhibit 1; and

WHEREAS, the Town Council desires to accept the Donations.

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 Donations, as provided by Section 15.7 of the Parker Home Rule Charter, on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

Title	Artist First Name	Artist Last Name	Type	Medium	Acquisition Date	Price	Condition
[aspen grove 1]	William	Marlow	2D	watercolor on paper	6/24/2002	\$525.00	excellent
[aspen grove 2]	William	Marlow	2D	watercolor on paper	6/24/2002	\$525.00	excellent
[City of Parker collage on paper]	Anne	Wallace	2D	acrylic and collage on paper with map, postcards	6/24/2002	\$1,050.00	excellent
[color photo of forest 1]	S.	Molencamp	2D	photograph 20x30	6/24/2002	\$665.00	excellent
[color photo of forest 1]	S.	Molencamp	2D	photograph 20x24	6/24/2002	\$535.00	excellent
[color photo of forest 1]	S.	Molencamp	2D	photograph 16x20	6/24/2002	\$470.00	excellent
[color photo of forest 2]	S.	Molencamp	2D	photograph 20x30	6/24/2002	\$665.00	excellent
[color photo of forest 2]	S.	Molencamp	2D	photograph 20x24	6/24/2002	\$535.00	excellent
[color photo of forest 2]	S.	Molencamp	2D	photograph 16x20	6/24/2002	\$470.00	excellent
[contemporary wall piece]		unknown	3D	Ceramic, brushed stainless, flagstone, copper	6/24/2002	\$6,500.00	good/excellent
[cowgirl with horse]		Taina	2D	Print # 4/150; approximate size 16 x 20	unknown	\$100.00	good/excellent
[cowgirl with lasso]		Cunningham	2D	Print # 24/500	unknown	\$100.00	good/excellent
[fallen trees in pond]		unknown	2D	B&W photo 10x12	6/22/2000	\$325.00	good
[flowers on stems with branches and blue dots]	Tadashi	Hayakawa	2D	Print of pen and ink drawing	unknown	\$1,000.00	fair, scratched frame, torn paper backing
[man playing fiddle]		unknown	2D	watercolor	unknown	\$100.00	good
[outdoor scene with newspaper]		Mennial	2D	mixed media collage	unknown	\$100.00	Very Good
[Parker fair]	S	Friedman	2D	Digital Enhanced Photograph	unknown	\$450.00	good/excellent
[Parker light lost]	Lisa	Luetengegger	3D	Quilt	unknown	\$500.00	good/excellent

Title	Artist First Name	Artist Last Name	Type	Medium	Acquisition Date	Price	Condition
[riders in front of building]		unknown	2D	b/w Photograph	unknown	\$100.00	good/excellent
[three abstract paintings on copper]		Kerr	2D	small paintings on thin metal plate, screwed to larger, thicker	6/24/2002	\$1,050.00	excellent
[three Parker lamp posts in red and gold]		unknown	2D	3 prints, 3.5 x 4, individually mounted/matted	unknown	\$100.00	good/excellent
[two barns]		unknown	2D	graphite	unknown	\$100.00	Very Good
[Two horses]	E	Chiara	2D	oil painting	unknown	\$350.00	good/excellent
20 Mile Horse Stop		Long	2D	b/w photo montage	unknown	\$350.00	excellent
A Woman with Black Hat	Barb	Wilson	2D	watercolor	unknown	\$300.00	Very Good
Abandoned Homestead	Ed	Bookins	2D	approx. 14 x 18 Water Color	unknown	\$400.00	good/excellent
Afternoon	Christophe	Welsh	2D	acrylic on canvas	6/24/2002	\$2,700.00	good/excellent
Amber Eye	Glenn	Zweygardt	3D	Sculpture	4/1/2019	\$4,000.00	excellent - donated by artist
Ascent of the Mine	Manston	Botsford	3D	Metal Sculpture		\$2,000.00	
Battlefield Cross Memorial	Richard	Young	3D	Bronze Sculpture	7/7/2017	\$7,000.00	Excellent. Donated to Town by Ewan Gregory.
Bridge off Scott Road	David A.	Bahm	2D	ink and watercolor	unknown	\$250.00	Very Good
Cabo Sunset	Joe	McDaniel	2D	Photo on canvas	unknown	\$150.00	good
Carriage & Stagecoach	Ralph	Crawford	3D	Resin Sculpture	1/1/1999	\$10,000.00	Greg Sweat repaired seems in July 2017
Ceramic Houses	Mike	Ricks	3D	Ceramic	6/24/2002	\$1,325.00	good/excellent
Ceramic Leaves	Mike	Ricks	3D	Ceramic	6/24/2002	\$375.00	good/excellent
Changing Textures	Merrie	Wicks	2D	Mixed Media	unknown	\$100.00	Excellent

Title	Artist First Name	Artist Last Name	Type	Medium	Acquisition Date	Price	Condition
Clear View	Douglas	Edwards	2D	Lithograph	6/24/2002	\$825.00	good/excellent
Colid #7	Emmett	Culligan	3D	stone, steel, marble	7/2/2013	\$10,000.00	Excellent - donated by Emmett Culligan
Contrails	Don	Orr	3D	Aluminum Sticks		\$3,200.00	
Cowboy and Wagon		Sieve	2D	Graphite approx. 8 x 10	6/19/2000	\$100.00	good/excellent
Cowboys at San Carlo Ranch, 1890	PAHS - on loan	unknown	2D	Sepia photo	12/27/2012	\$125.00	Excellent - donated by PAHS
Cutting Hay Near Parker, 1890	PAHS - on loan	unknown	2D	Sepia photo	12/27/2012	\$125.00	Excellent - donated by PAHS
Denver & The Front Range	Cynthia	Spence	2D	Photo	unknown	\$125.00	fair, warped photo paper
End of the Day		Quimby	2D	Print # 41/200	unknown	\$250.00	broken UL corner of frame
Essential Nature I		Jaeger	2D	Collage on handmade paper, leaves, mixed media	6/24/2002	\$650.00	excellent
Essential Nature II		Jaeger	2D	Collage on handmade paper, leaves, mixed media	6/24/2002	\$650.00	excellent
Family Photo Taken Near Parker 1890	PAHS - on loan	unknown	2D	Sepia photo	12/27/2012	\$125.00	Excellent - donated by PAHS
Flag at Town Hall		Spika	2D	Acrylic	6/23/2000	\$485.00	good/excellent
Fly Home	Laura	ElHaje	2D	mixed media	unknown	\$500.00	good
Four Ceramic Wall Platters		Wong	3D	ceramic	6/24/2002	\$1,400.00	excellent
Ginger	Dona	Mares	2D	watercolor	unknown	\$1,000.00	Very Good
Going Green	Barb	Wilson	2D	mixed media	unknown	\$500.00	Very Good
Harry's Place	Dix	Baines	2D	acrylilc or oil painting	unknown	\$400.00	good/excellent
Heart of America	Katherine	Gibbons	2D	photo	unknown	\$500.00	fair

Title	Artist First Name	Artist Last Name	Type	Medium	Acquisition Date	Price	Condition
Home	Lindsey	Anderson	2D	Pastel	unknown	\$500.00	Very Good
Horses	Jack	Eggmann	2D	Monoprint w/ Copper Emboss	6/24/2002	\$725.00	good/excellent
I'm Dreaming With My Brain Awake	Sandy	Friedman	3D	rusted and powder coated steel	4/20/2017	\$4,800.00	Excellent - donated to Town by Sandy Friedman
Joy of Living	Tadashi	Hyakawa	2D	acrylic painting	12/28/2022	\$24,000.00	excellent - donated by Cal Turner
Main Street c1910		Jack	2D	Pencil and WC	unknown	\$150.00	good/excellent
Mammoth Tusks	DMNS - on loan			bone, fossil	7/1/2006	\$15,000.00	
Maroon Bells - Sunrise	Cynthia	Spence	2D	Photo	unknown	\$250.00	good
Mesa Grande	Robert	Quijada	2D	Diptych Print on Parchment 15/50	unknown	\$1,500.00	good/excellent
Morning Mission	Merrie	Wicks	2D	Water Color	unknown	\$240.00	good/excellent
Nancy Gripman Sculpture	Don	Budy	3D	Bronze sculpture	2/14/2017	\$20,559.00	Excellent - donated to Town by Bill Gripman
Neo	Gary	Monaco	3D	Dodge Neon		\$15,000.00	
Old Workhorse	Nini	Dixon	2D	oil	unknown	\$250.00	excellent
Parker Railroad Station	David	Welcomer	2D	watercolor	unknown	\$100.00	poor, no frame
Prayer for the Wild Things	Bev	Doolittle	2D	print, signed by Bev Doolittle	4/4/1994	\$500.00	excellent
Puppy Dog Tales, 3/350	Bobbie	Carlyle	3D	Bronze Sculpture	7/1/2017	\$36,000.00	Excellent. Donated to Town by Parker Library.
Rebirth XII	Tadashi	Hayakawa	2D	acrylic painting	7/15/2015	\$22,000.00	excellent - donated by artist
Rebirth XIV	Tadashi	Hayakawa	2D	acrylic painting	7/15/2015	\$26,000.00	excellent - donated by artist
Red Radiance	Ev	Lancaster	2D	Acrylic?	unknown	\$150.00	fair, scratched frame, blistered paint

Title	Artist First Name	Artist Last Name	Type	Medium	Acquisition Date	Price	Condition
Renaissance	Jerry	Walters	2D	photograph	unknown	\$500.00	excellent
Run To 20 Mile	Jennifer	Crawford-Hayne	2D	acrylic	unknown	\$250.00	excellent
Ruth Memorial Chapel	Norman	Desmarias	2D	digital photograph	unknown	\$500.00	Very Good
Sea Breeze	David	Gay	2D	acrylic	1/25/2017	\$250.00	fair
Sister Love (painting)	Claire	Houlihan	2D	Watercolor	unknown	\$300.00	
Sister Love (sketch)	Claire	Houlihan	2D	Graphite	unknown	\$300.00	fair, scratched frame, torn paper backing
Sitting Bull and Crazy Horse	Percy	Lyman	2D	oil painting	unknown	\$500.00	Fair
SnowDeer	Pam	Hostetler	2D	Water Color approx. 18 x 24	unknown	\$100.00	good/excellent
Tallman House	Evelyn	Gauss	2D	watercolor	unknown	\$2,500.00	Excellent
Temple #23	Jerry	Walters	2D	photograph	unknown	\$1,000.00	excellent
The Red Barn	Carol	Wadleigh	2D	oil painting	unknown	\$1,000.00	Very Good
Untitled		Graves	3D	masonite wall sculpture	6/24/2002	\$850.00	excellent
Untitled	unknown	S.K. '99	2D	Mixed Media 8x10.5, white mat, black frame	unknown	\$100.00	fair, scratched frame, wrinkled paper
untitled, dark red flowers and dripped paint	Cindy	Slater	2D	oil or acrylic painting, 15 x 19 in brown wood frame	unknown	\$1,000.00	good
untitled, sepia-toned horse's head	Beth	Appleton	2D	Print or giclee, 25/25	unknown	\$1,000.00	fair, scratched glass and frame, torn paper backing
Value Study for Daniel's Barn	Susan	Nelson	2D	Graphite	unknown	\$300.00	fair, scratched frame, cracked glass
Value Study II for Daniel's Barn	Susan	Nelson	2D	Graphite on paper	unknown	\$300.00	good
Warhorse Restaurant	Dix Baines	Baines	2D	Approx 9 x 12	unknown	\$10,000.00	good/excellent

Title	Artist First Name	Artist Last Name	Type	Medium	Acquisition Date	Price	Condition
Winter Creek	Dix	Baines	2D	acrylilc or oil painting	unknown	\$10,000.00	good/excellent
Winter Creek	Dix	Barnes	2D	oil	unknown	\$10,000.00	excellent



Request for Town Council Action

Date: March 6, 2023

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-019**
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from D.W. Partnership LP and BPD Partnership for a Portion of Lot 1, Block 1, Direzza Minor Development Plat

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a sidewalk easement for a portion of Lot 1, Block 1, Direzza Minor Development Plat to allow for the construction of a sidewalk and related infrastructure proposed with the Town's North Parker Road Operational Improvements project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently completing final design and easement acquisition for the North Parker Road Operational Improvements project. The project proposes to extend the existing southbound acceleration lane on Parker Road south of Lincoln to the intersection of Parkglenn Way. This will require the existing sidewalk along the west side of Parker Road to be relocated west to accommodate the roadway widening. The majority of this new sidewalk will remain with CDOT right-of-way, but a small portion of a new curb ramp at the northwest corner of Parker Road and Parkglenn Way will need to extend outside of right-of-way.

In order to construct and maintain this infrastructure, a sidewalk easement was negotiated with the property owner. The negotiated price for this easement and additional temporary construction easements is \$10,000. Payment for the easements in that amount will come from appropriated funds for the capital project.

FINANCIAL IMPACT

Payment for the easements in that amount will come from appropriated funds for the capital project.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

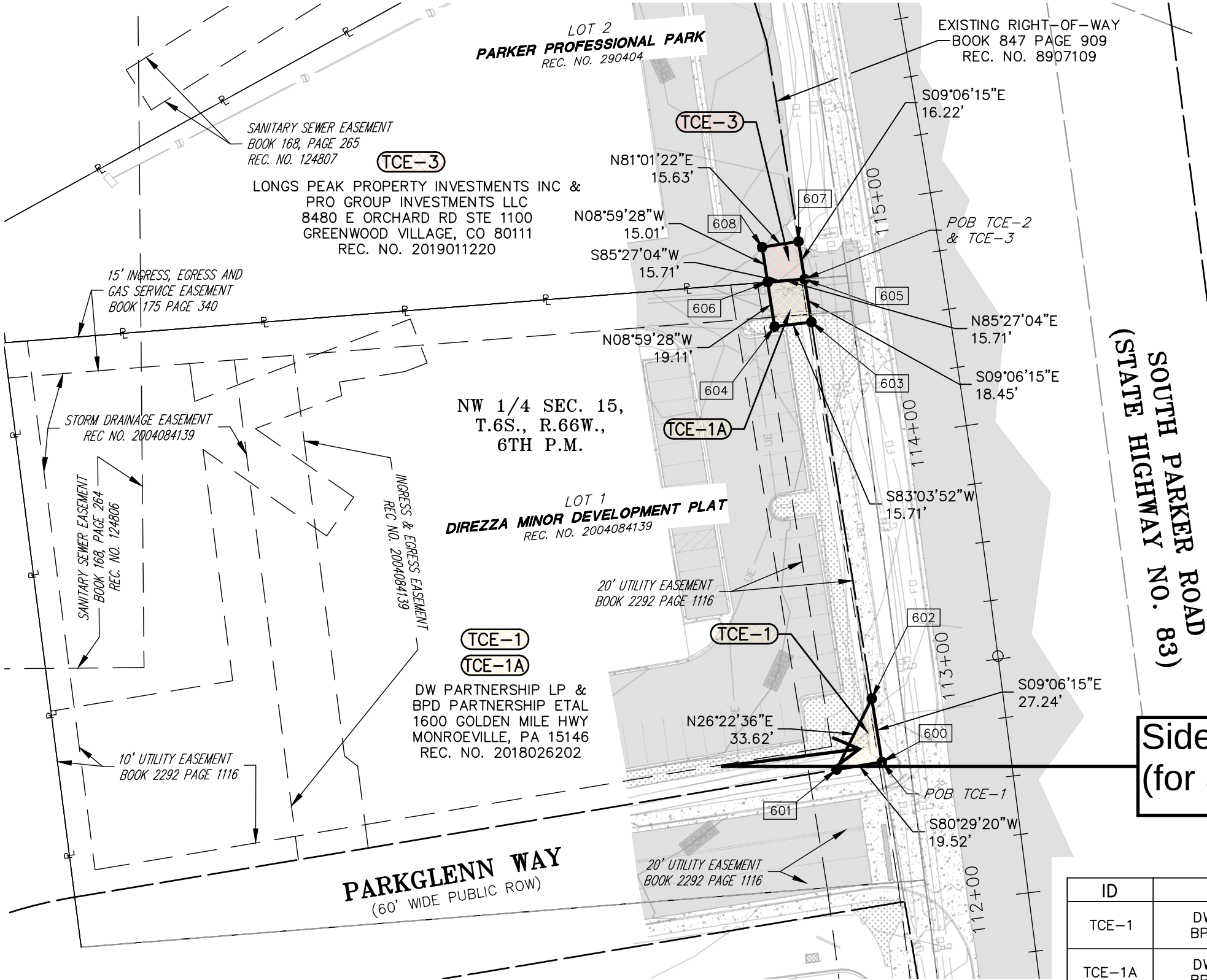
1. Vicinity Map
2. Resolution No. 23-019

RECOMMENDED MOTION

I move to approve Resolution No. 23-019, as part of the consent agenda.

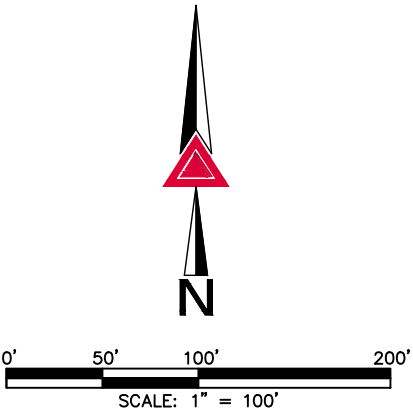
Q:\12321-05 - Parker Road & Lincoln Ave\Drawg\CDOT\PLANS & MONUMENTATION SHEET, 3/9/2022 9:13:57 AM, Brendan Martinez

SEE SHEET 7.02



POINT OF BEGINNING TABLE		
NAME	BEARING AND DISTANCE (FROM W 1/4 COR SEC. 10)	
TCE-1	S28°33'57"E	4177.56'
TCE-1A	S29°33'38"E	3982.51'
TCE-3	S29°33'38"E	3982.51'

LOT 1
PARKGLENN SUBDIVISION FILING NO. 8
REC. NO. 19950572



Sidewalk Easement
(for acceptance) WAY

ID	OWNER	PARCEL TYPE	AREA
TCE-1	DW PARTNERSHIP LP & BPD PARTNERSHIP ETAL	TEMPORARY	0.006 AC (266 SF)
TCE-1A	DW PARTNERSHIP LP & BPD PARTNERSHIP ETAL	TEMPORARY	0.007 AC (295 SF)
TCE-3	LONGS PEAK PROPERTY INVESTMENTS & PRO GROUP INVESTMENTS LLC	TEMPORARY	0.006 AC (244 SF)

AZTEC  300 E. MINERAL AVE, STE 1
LITTLETON, CO 80122
Phone: 303-713-1898

Print Date: 3/9/2022 9:13:57 AM

File Name: PLANS & MONUMENTATION SHEET.dwg

Horizontal Scale: Vertical Scale:



6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com

R-X	Sheet Revisions		
	Date	Comments	Initials



As Constructed	PARKER RD OPERATIONAL IMPROVEMENTS			Project No./Code
No Revisions:	PLAN SHEET (STA. 111+75-STA. 115+75)			C M039-007/MTF M039-009
Revised:	Designer:	Structure	24455/24467	
	Detailer:	Numbers		
Void:	Subset: PLAN SHEETS	Sheets:	7.01-7.05	Sheet Number 7.01

RESOLUTION NO. 23-019, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK EASEMENT FROM D.W. PARTNERSHIP LP AND BPD PARTNERSHIP FOR A PORTION OF LOT 1, BLOCK 1, DIREZZA MINOR DEVELOPMENT PLAT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from D.W. Partnership LP and BPD Partnership for a Portion of Lot 1, Block 1, Direzza Minor Development Plat;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from D.W. Partnership LP and BPD Partnership for a Portion of Lot 1, Block 1, Direzza Minor Development Plat, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this 14 day of December, 2022, between D.W. Partnership LP, a Pennsylvania limited partnership, as their interest may appear and BPD Partnership, a Pennsylvania partnership, as their interest may appear, whose legal address is 1151 Freeport Road, Box 383, Pittsburgh, PA 15238 (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

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

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

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

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

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

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

Executed and delivered the day and year first above written.

**GRANTOR: D.W Partnership LP &
BPD Partnership**

By:

Deborah L. Flaherty
[Print name and title]

**GRANTOR: D.W Partnership LP &
BPD Partnership**

By:

Deborah L. Flaherty, partner
[Print name and title]

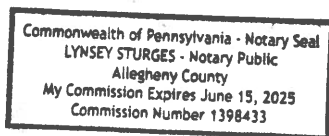
STATE OF Pennsylvania)
)ss.
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 14 day of December, 2022, by Deborah Flaherty, as Partner of D.W. Partnership LP, a Pennsylvania limited partnership, as their interest may appear and BPD Partnership, a Pennsylvania partnership, as their interest may appear.

My commission expires: June 15, 2025.

SEAL

Lynsey Sturges
Notary Public



TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT "A"

PROJECT NUMBER: C M039-007/MTF M039-009

PARCEL NUMBER: PE-1

February 2, 2022

DESCRIPTION

A PERMANENT EASEMENT NO. PE-1 OF THE COUNTY OF DOUGLAS RIGHT OF WAY PROJECT NO. C M039-007/MTF M039-009, IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1, BLOCK 1, DIREZZA MINOR DEVELOPMENT PLAT RECORDED AUGUST 12, 2004 AT RECEPTION NO. 2004084139 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, THENCE SOUTH 28°33'57" EAST, A DISTANCE OF 4,177.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, BLOCK 1, SOUTH 80°29'20" WEST, A DISTANCE OF 19.52 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 26°22'36" EAST, A DISTANCE OF 33.62 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 1;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 09°06'15" EAST, A DISTANCE OF 27.24 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.006 ACRES, (266 SQUARE FEET), MORE OR LESS.

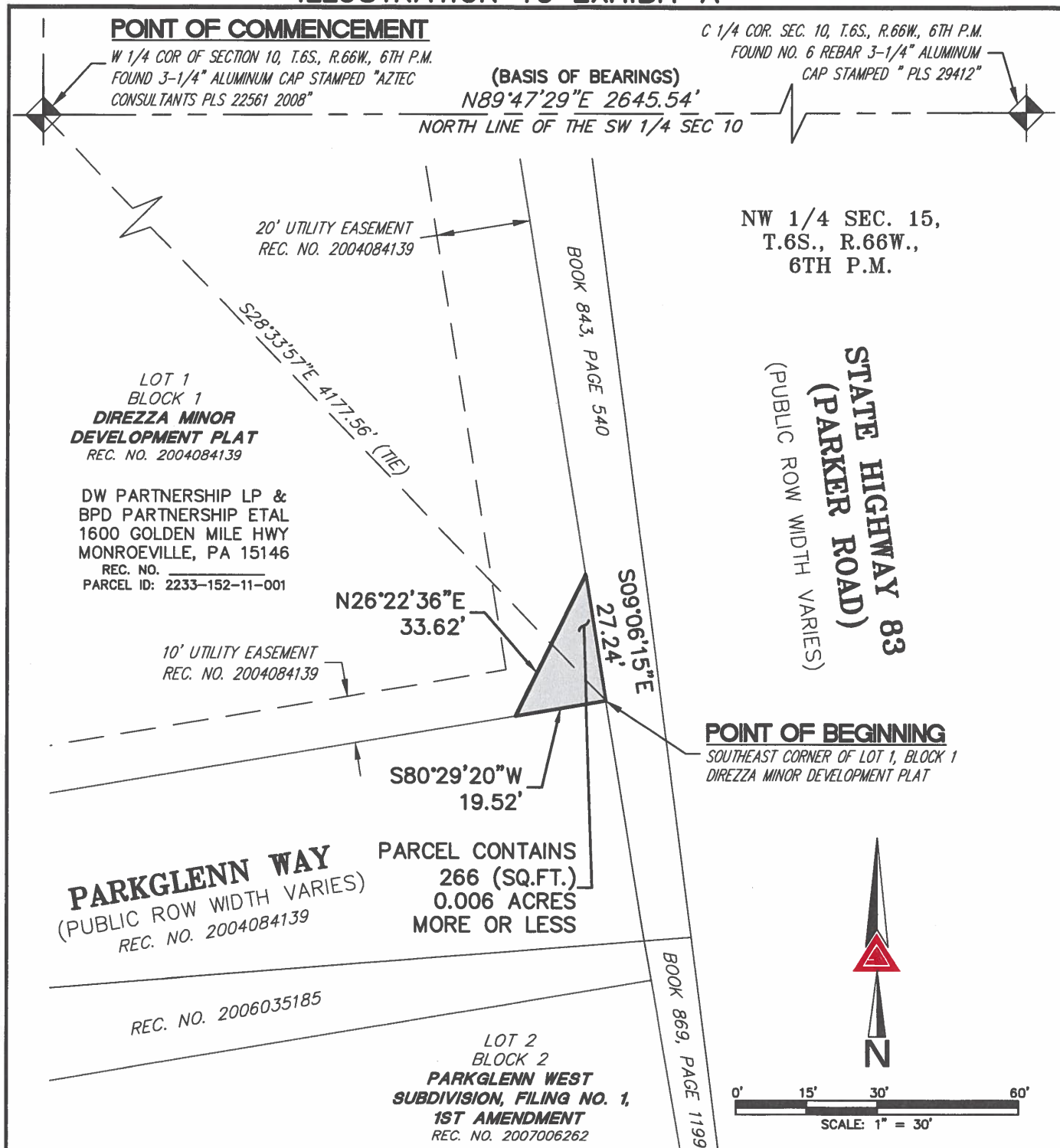
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION 10 BY A 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS PLS 22561 2008" AND AT THE CENTER QUARTER CORNER OF SAID SECTION 10 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 29412", TAKEN TO BEAR NORTH 89°47'29" EAST, A DISTANCE OF 2,645.54 FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A



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

PATH:
DWG NAME: NORTH PARKER ROAD - PE - 1.DWG
DWG: BAM CHK: KDS
DATE: 2022-02-02
SCALE: 1" = 30'



AZTEC
CONSULTANTS, INC.

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

Q:24921-06 - NORTH PARKER ROAD L&E'S\DWG\EXHIBITS\

PERMANENT EASEMENT 1
UNINCORPORATED DOUGLAS COUNTY
STATE OF COLORADO

JOB NUMBER 24921-06

3 OF 3 SHEETS



Request for Town Council Action

Date: March 6, 2023
Submitted By: Matt Lynch, Sr. Systems Administrator
Reviewed By: Michelle Kivela, Town Manager
Title: **Police Department Server Hardware Refresh**
Amount: **\$314,000**
Contractor: **Davenport Group**
Department: **Information Technology, Matt Lynch**

EXECUTIVE SUMMARY

The group of servers housing the Police's computer-aided dispatch and records management system is at the end of life this year, and this contract will allow for the replacement of this group of servers.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The main group of servers that houses the Police Department's computer-aided dispatch and records management system plus many other systems is at the end of life this year. This contract would replace the hardware, provide for installation, and cover the first three years of maintenance. The next expected replacement of this new cluster would be in 2028.

FINANCIAL IMPACT

The financial impact to the Town would be a one-time fee of \$314,000. This covers four hardware nodes, installation, and three years of maintenance.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Replacement Vehicles**
Amount: **\$420,430**
Contractor: **Ken Garff Ford**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker's Fleet Maintenance division is requesting authorization to proceed with the purchase of multiple replacement vehicles from Ken Garff Ford. These vehicles were identified and approved through the 2023 budget process. This request is for the purchase of eleven (11) vehicles from this vendor.

The vehicles being purchased include nine (9) replacement vehicles and two (2) capital additions to the fleet. The vehicles include three (3) plug-in electric hybrid vehicles (PEHV), seven (7) police SUVs, and one (1) F550 pick-up truck. The departments receiving these units include Police, Building and Planning, and Engineering and Public Works.

The quotes provided by Ken Garff Ford are based on a 2022 competitively bid contract with Arapahoe County (RFP-19-48). This contract includes a cooperative capacity, which allows the Town of Parker the ability to purchase items that have been competitively bid and are available to other entities for the same pricing. This is an efficient means of purchasing equipment and has been acceptable practice.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations received by other government agencies. Arapahoe County issued an award to Ken Garff Ford Greeley (RFP-19-48) for the purchase of 2022 model year vehicles, which includes various vehicle makes and models. The vehicles specified are included in this award and reflect a competitive bid price, defined options, and required minimum service requirements.

The vehicles included in this appropriation are as follows:

Seven (7) Police Interceptor Utilities

Three (3) Escape Hybrid Utility

One (1) F550 pickup truck.

FINANCIAL IMPACT

Funding for these items was approved as part of the 2023 budget. There are no additional financial impacts anticipated.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Vehicle Equipment and Installation**
Amount: \$324,700
Contractor: L.A.W.S.
Department: Engineering and Public Works, Jim Gilbert

EXECUTIVE SUMMARY

Replacement and additions to the fleet require installation of a substantial amount of equipment and the placement of logos to make them ready for operation. This includes safety and emergency lighting, radio and computer equipment, and other attachments related to the operational function for each piece of equipment. The Town's Fleet division is not staffed or equipped to perform this work in-house efficiently and has subcontracted this work in the past. The Town is able to contract this work through L.A.W.S. under a competitively bid contract with the City of Westminster. L.A.W.S. is located in Englewood, Colorado, making this an effective method to prepare these vehicles for operations as well as perform future repairs as needed.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The replacement and new capital equipment for 2023 includes fourteen (14) vehicles which will require the installation of the aforementioned equipment. In addition, there are multiple units being purchased which will need logos and minor upfitting. This contract also covers repairs to existing equipment through the Town's Fleet shop. These vehicles serve the Parks and Recreation, Police, and Public Works Departments in their respective daily operations.

There is a substantial amount of work performed to complete the installation of the equipment for each of these vehicles. If the Town were to perform this work using in-house resources, it would detract from Fleet's core function of keeping the fleet operational.

This solution also provides for warranty and repair functions to be performed by the vendor. While there are several vendors in the front range, L.A.W.S. proximity to the Town of Parker is a determining factor. Additional transportation time to deliver or retrieve vehicles creates inefficiencies in the Town's resources and staffing.

FINANCIAL IMPACT

These expenses were included in the replacement and capital budget submittal for 2023. No further impact to the budget is anticipated.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Replacement Cab and Chassis**
Amount: **\$302,000**
Contractor: **McCandless International**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker's Engineering and Public Works department is requesting the approval to proceed with the procurement of two (2) cab and chassis class 8 trucks from McCandless International. These units include a replacement unit and a capital expenditure for an additional unit to the fleet. Both units are part of the Street's operational functions, with one being a tandem axle and one being a single axle unit. In addition to the two units being purchased, the request includes \$40,000 to be allocated as needed by McCandless for the repair and maintenance of the fleet.

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. McCandless International holds competitively bid awards with CDOT for the purchase of these units.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Fleet Replacement Policy provides that:

It is the policy of the Town to equip staff with the tools needed to provide services to our citizens in a professional, competent and safe manner. Among the biggest "tools" in accomplishing this task are vehicles and other fleet equipment ("Fleet Unit"). In addition, these items represent a substantial financial investment and must be handled in the most economical manner, both in their operation and in maximizing their disposal value.

The purpose of this policy is to establish procedures to ensure that the decision to replace fleet is in the best interest of the Town, financially and economically. This policy recognizes that extending the life of the fleet beyond the proper time for replacement only shifts the funding of fleet from being capital to operational in nature and may actually increase overall expenses if repair costs surpass the cost to replace.

As identified, one of the units being purchased is for the replacement of an existing unit in the fleet. The existing unit has exceeded its useful life (identified as 12 years) by several years and is one of the oldest plow trucks in the fleet. As equipment ages, the cost of repairs, ability to locate parts, and the effectiveness in the operation becomes hampered.

As part of the 2023 Budget, the Engineering and Public Works Department submitted a justification for the purchase of a cab and chassis to address an extended lifecycle piece of equipment. The Streets Division currently has a mobile concrete batch truck, D8. D8 was originally a snowplow unit and, after serving as a front line unit, was reconfigured to support the concrete batch plant. With the extended life of the cab and chassis, the Streets Division determined that it would be in the best interest to replace the existing cab and chassis and have the concrete batch machine repositioned to a new piece of equipment.

FINANCIAL IMPACT

Both of these units were approved and accounted for as part of the 2023 budget. However, there may be a minor reduction in maintenance costs associated with their replacement.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Snow Removal Equipment and Installation**
Amount: \$366,611
Contractor: OJ Watson
Department: Engineering and Public Works, Jim Gilbert

EXECUTIVE SUMMARY

Staff is requesting the Council's approval to proceed with a contract to purchase and install the snowplow equipment for two replacement units in the streets division. This purchase requires the construction and installation of specialized equipment onto a separately purchased cab and chassis. This up-fit of equipment is through OJ Watson and provides the Town with a consistent and proven fleet of snow removal equipment which serves the primary and secondary snow removal routes throughout the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This equipment build proposal is for two (2) tandem axle dump trucks used for snowplow and streets maintenance operations. The cab and chassis is being purchased through a separate vendor (McCandless International). This purchase is for the body, plow, and spreader to be installed on the unit.

This vendor was awarded a competitively bid contract with the City and County of Denver to perform this work. The Town has evaluated this awarded bid and found it to meet our specifications at a competitive price.

FINANCIAL IMPACT

The funding for this work was approved as part of the 2023 fiscal budget. No other anticipated impacts are expected.

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.



Request for Town Council Action

Date: March 6, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Replacement of Rooftop Units 1 & 4 at Fieldhouse Recreation Center**
Amount: \$300,000
Contractor: Daikin Applied
Department: Engineering and Public Works, Jim Gilbert

EXECUTIVE SUMMARY

Staff is requesting Council's approval to enter into a contract with Daikin Applied for the replacement of two (2) Rooftop Units (RTUs) that serve the Town's Fieldhouse facility.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The RTUs at the Fieldhouse were placed in service in 2007 as part of the original construction of the facility. Each of the five (5) units serves an individual zone of the facility. This is a planned replacement of the units based on anticipated life expectancy of 15 to 20 years. The Town entered into a contract with Daikin in 2022 to replace one (1) of the five (5) units. This proposed contract will replace two (2) additional units at the Fieldhouse. It is anticipated that the remaining two (2) units will be replaced next year and the funding will be requested as part of the 2024 budget process.

Facilities staff engaged Daikin to provide pricing for these units. Daikin is a preferred product manufacturer and supplies pricing based on a competitive bid process through Omnia Partners. The contract was awarded in October 2020 and remains in effect through September 30, 2023, with an option for two (2) additional years.

FINANCIAL IMPACT

Funding for this project was approved as part of the 2023 capital budget process. No additional financial impacts are anticipated.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023

Submitted By: Jim Tsurapas, Chief of Police
Ron Combs, Deputy Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **Motorola APX8000 Police Radio Purchase**

Amount: **\$304,425**

Contractor: **Motorola Solutions**

Department: **Police, Chief Jim Tsurapas**

EXECUTIVE SUMMARY

The Motorola APX7000 portable radios used by the Police Department (PD) will no longer be supported by the manufacturer as of September 2023. This situation will require the replacement of all portable radios currently used by the department. To accomplish this task, the PD would like to implement a three-year plan to replace its fleet of portable radios which currently totals 86 units. Once a radio is no longer supported, access to service, software, and parts is no longer available.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Radio communication is critical to the law enforcement mission. It allows police officers to communicate immediate real-time emergency information to other officers, the communications center, other agencies and vice versa. Portable radios are one of the most important and utilized tools for a police officer. The Motorola APX7000 portable radios used by the Police Department will no longer be supported by the manufacturer as of September 2023. This situation will require the replacement of all portable radios currently used by the PD. To accomplish this task, the PD would like to implement a three-year plan to replace its fleet of portable radios, which currently totals 86 units. Parker is not alone in this, as all agencies using the highly popular APX7000 worldwide will need to move to newer versions of radios.

FINANCIAL IMPACT

The financial impact for 2023 will be \$304,425, which includes the replacement of 33 radios and related costs.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **2023 Townwide Roadway Reconstruction Program (CIP23-005-CI)**
Amount: **\$963,262.10**
Contractor: **Elite Surface Infrastructure**
Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Elite Surface Infrastructure for the 2023 Townwide Roadway Reconstruction Program (CIP23-005-CI) for \$963,262.10.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on February 16, 2023, for the 2023 Townwide Roadway Reconstruction Program (CIP23-005-CI). Work includes, but not limited to, removal and reconstruction of Keyser Creek Avenue from Red Rosa Circle to Motsenbocker Road. The existing concrete pavement is deteriorating/failing and is being proposed to be replaced by a composite hot mix asphalt/aggregate base course pavement section similar to what was done on J Morgan Boulevard, Nate Drive and Plaza Drive in the past few years.

The Town received bids from eight (8) contractors with Elite Surface Infrastructure (ESI) being the lowest responsible bidder. ESI completed the 2021 Townwide Roadway Reconstruction Program, which reconstructed Nate Drive with good results. Three references were contacted and all gave very positive reviews. Town staff recommends moving forward with the contract award. The bids were as follows:

Elite Surface Infrastructure	\$963,262.10
Colorado Asphalt Services, Inc.	\$977,702.00
T&M Construction, LLC	\$1,029,997.72
Brannan Sand & Gravel Company	\$1,036,645.71
Chavez Construction, Inc.	\$1,044,470.00
Concrete Express, Inc.	\$1,092,187.60
Schmidt Construction Company	\$1,134,538.45
Stone & Concrete	\$1,162,503.28
<i>Engineer's Estimate</i>	<i>\$959,812.52</i>

FINANCIAL IMPACT

Funding for this roadway improvement project has been appropriated in the Streets Capital Improvement Fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 6, 2023

Submitted By: Amber Wood Hicken, Planner I
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **GLADYS O'BRIEN HOUSE MDP** (*Continued from February 6, 2023 and to be continued to April 3, 2023*)

Applicant: Parker Authority for Reinvestment, Weldy Feazell

Location: 11017 S. Pikes Peak Drive

Department: Community Development, Amber Wood Hicken

TRAKiT No.: SUB22-026

EXECUTIVE SUMMARY

The applicant, Parker Authority for Reinvestment (P3), is proposing a Minor Development Plat (MDP) for a .40 acre parcel located at 11017 South Pikes Peak Drive. The property is located on the west side of Pikes Peak Drive south of Mainstreet.

The Town Council, in reviewing this request, shall consider the following factors:

1. Consistency with Master Plan: The proposed subdivision is consistent with the goals and policies of the Town of Parker Master Plan and the General Land Use Plan in the Master Plan.
2. Consistency with the Land Development Ordinance and other minimum standards established by the Town: The proposed subdivision complies with this Section and all other provisions of this Title, the Town's Stormwater Drainage and Environmental Criteria Manual and the Town of Parker Roadway Design and Construction Criteria Manual and other applicable standards adopted by the Town.
3. Consistency with Zone District Standards or Planned Development Guide, if applicable: The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Development Guide.
4. Public Notice Requirements: The applicant has demonstrated that all public notice requirements have been met.
5. Agreements: A subdivision agreement and/or other agreements have been executed by the applicant as required by the Town Council.
6. Public Dedications: All applicable public dedication requirements have been satisfied.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

The subject property is located on the west side of the intersection of Pikes Peak Drive and Pikes Peak Avenue in Downtown. The property was annexed in 1981 as a part of the original incorporation of the Town. It has a total area of approximately .40 acres and is developed with two (2) commercial buildings occupied by Cottage Veterinary Hospital.

The subject property is bordered by St. Matthews's Church to the north, commercial uses to the south along Pikes Peak Drive, a Town-owned public parking lot to the west and commercial uses at the intersection of Pikes Peak Drive and Pikes Peak Avenue to the east. The property is located in the Greater Downtown District – Pikes Peak Center zone district and is within the Mainstreet Master Plan Character Area of the Parker 2035 Master Plan.

The proposed MDP will address the issue that the subject property is unplatted and create a legal lot of record as is required by Municipal Code.

The Planning Commission held a public hearing on the proposed MDP on January 12, 2023 and voted to recommend that the Town Council approve it.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

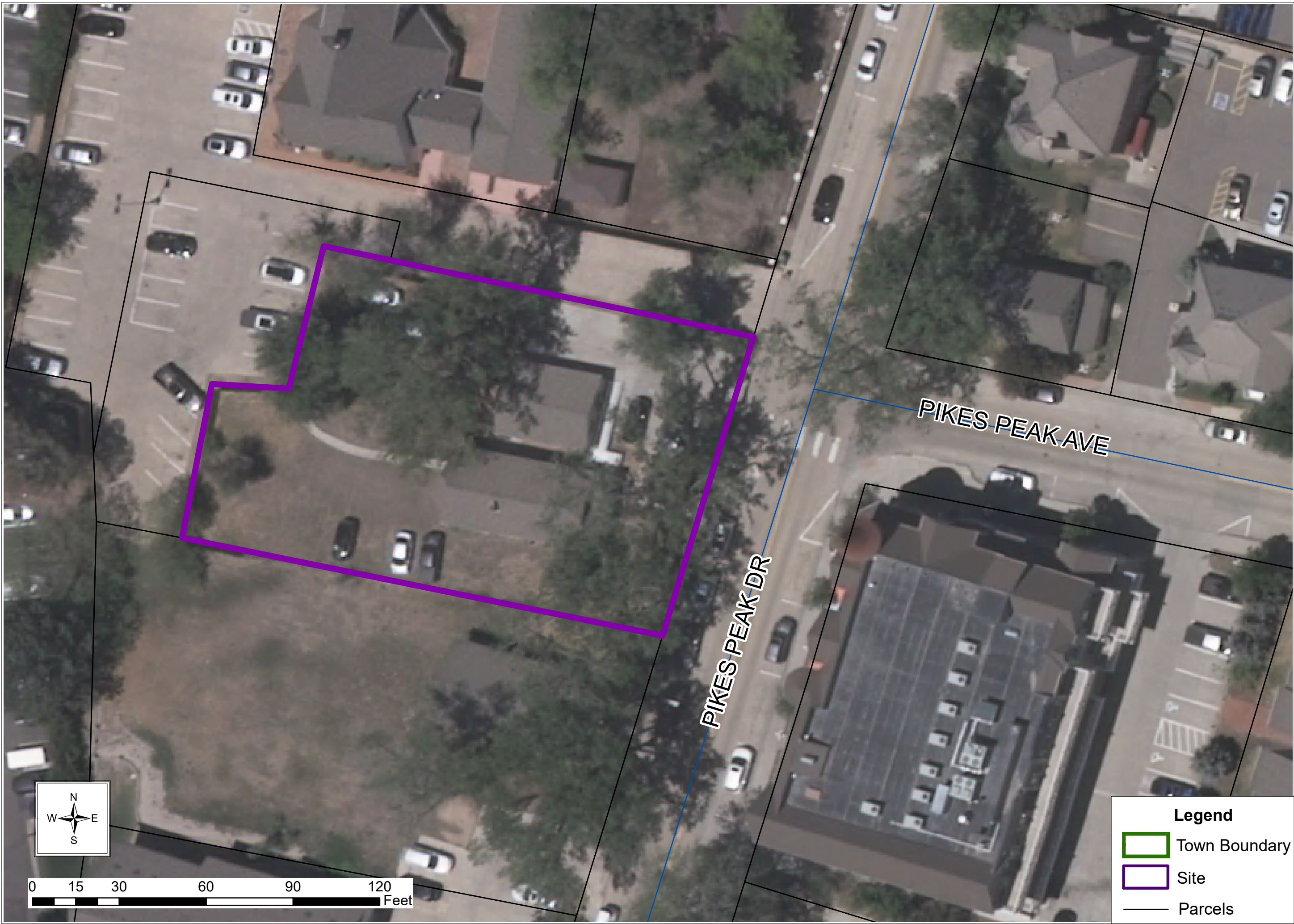
1. Vicinity Map
2. Planning Commission Staff Report
3. Gladys O'Brien MDP

RECOMMENDED MOTION

I move to continue the Gladys O'Brien Minor Development Plat to a date certain of April 3, 2023.

Gladys O'Brien House Minor Development Plat

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 1/12/2023

Town Council Date: 2/6/2023

Hearing Type: Public Hearing
Gladys O'Brien House, Filing No. 1 – Minor Development Plat

TRAKiT No(s): SUB22-026

Location: The site is located on the west side of Pikes Peak Drive south of Mainstreet.

Project Planner: Bryce Matthews, Assistant Director - Planning

Applicant: Parker Authority for Reinvestment

Executive Summary: The applicant, Parker Authority for Reinvestment, is proposing to plat a 0.397 acre parcel located at 11017 S. Pikes Peak Drive. The site is located at the southwest corner of Pikes Peak Avenue and Pikes Peak Drive in downtown Parker.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Filing No. 1 Minor Development Plat."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Filing No. 1 Minor Development Plat, subject to the following conditions:"

-List Conditions

"I move the Planning Commission recommend Town Council deny the Gladys O'Brien House Filing No. 1 Minor Development Plat as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Gladys O'Brien House Filing No. 1 Minor Development Plat to a future date."

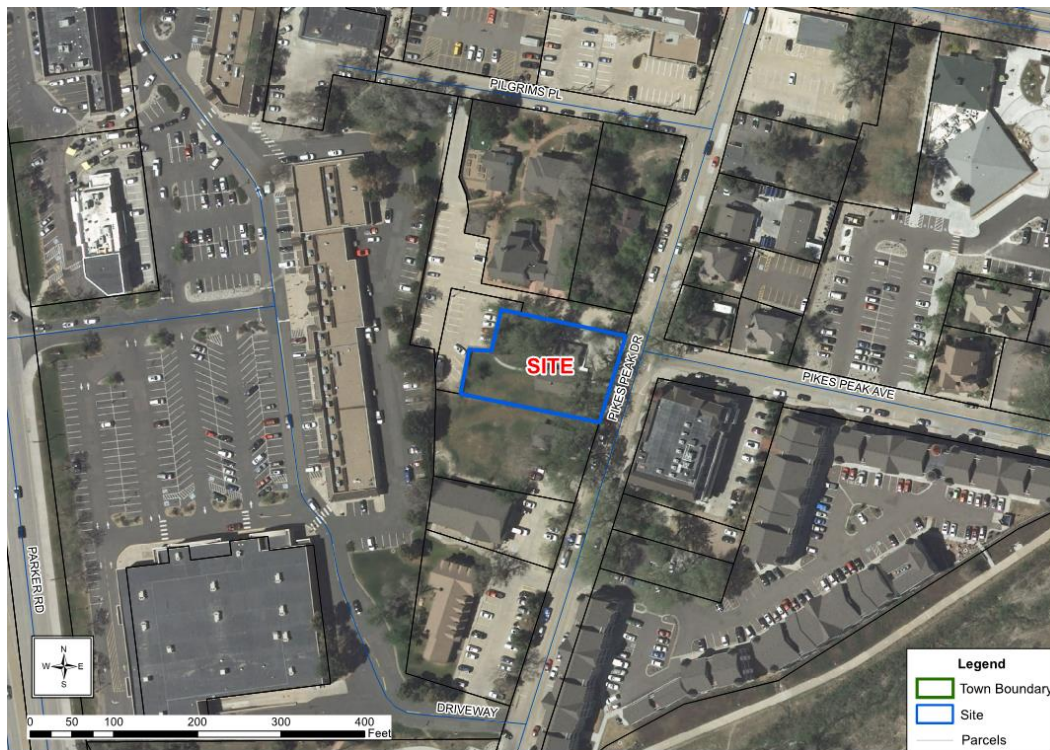
I. BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 1981 as a part of the original incorporation of the Town. The property is bounded on the north by a residential use and church use, to the east by commercial uses, to the west by public parking, and to the south by commercial uses.

The parcel's current zoning is Greater Downtown District – Pikes Peak Center and the site is located within the Mainstreet Master Plan Character Area of the *Parker 2035 Master Plan*.

The proposed Minor Development Plat application, known as the Gladys O'Brien House, approximately 0.4 acres. The proposal is to plat this unplatted parcel to create a legal lot of record.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
1981	Parcel was annexed as part of the original incorporation of the Town from Douglas County in 1981 - which included approximately 629 acres.

III. CURRENT SITE DATA

Existing Zoning		GD - Greater Downtown District	
Overlay District		N/A	
PD & Plan Area		N/A	
Master Plan Area		Mainstreet Master Plan	
Site Acreage		.379 acres	
Subdivision		Not currently subdivided	
Existing Use		Commercial services	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Mainstreet Master Plan Area	GD - Greater Downtown District	Residential
South	Mainstreet Master Plan Area	GD - Greater Downtown District	Commercial
East	Mainstreet Master Plan Area	GD - Greater Downtown District	Commercial
West	Mainstreet Master Plan Area	GD - Greater Downtown District	St. Matthews public parking lot

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan Area ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Mainstreet Master Plan Character Area envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. New development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. The current ground-floor commercial uses are appropriate in the Mainstreet Master Plan Character Area. These uses support a walkable pedestrian environment interacting with Pikes Peak and

	Mainstreet, complement other downtown uses, and contribute to the unique downtown character as recommended in this character area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.H Jobs and Economic Vitality 2.C Jobs and Economic Vitality 4.A
Staff Analysis	The subject property is located west side of Pikes Peak Drive south of Mainstreet within the Mainstreet Master Plan Character Area of the Parker 2035 Master Plan. The proposed Minor Development Plat will create a legal lot of record that will allow for the continuation of the existing uses and will also provide opportunity for future redevelopment within the context of the existing zoning and in support of the goals and strategies of the Mainstreet Master Plan. Based on this analysis, staff has determined that the request is consistent with the <i>Parker 2035 Master Plan</i>.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	N/A	No new structures are a part of this proposal. Required setbacks will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	No residential development is a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	GDD Pikes Peak maximum height = 45 feet	No new structures are a part of this proposal. Required height will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A

Lot Size	None	Existing lot size meets the zoning requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage		No new structures are a part of this proposal.	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Title 13.06.070	Landscaping requirements will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Minor Development Plat against the requirements in the Greater Down District – Pikes Peak zoning as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property fronts onto Pikes Peak Drive and has one existing access points on Pikes Peak Drive. No changes are proposed to the access or circulation.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	Approved
Town of Parker Building	Advisory comments
CenturyLink Communications	No comment
Comcast	No comments submitted
Town of Parker Comprehensive Planning	The property does not conflict with the Parker 2035 Master Plan
Cherry Creek Basin	Advisory comments
Town of Parker Engineering/Civil	Approved

Douglas County Assessors	No comment
Fire Life Safety	Approved
IREA	Approved
Public Service Company/ Xcel	Advisory comments
South Metro Fire	No comments submitted
Urban Drainage	Not applicable

VIII. CONCLUSION

This proposal is consistent with the *Parker 2035 Master Plan* and the Minor Development Plat has demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that Planning Commission recommend Town Council approve the Gladys O'Brien House Filing No. 1 Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

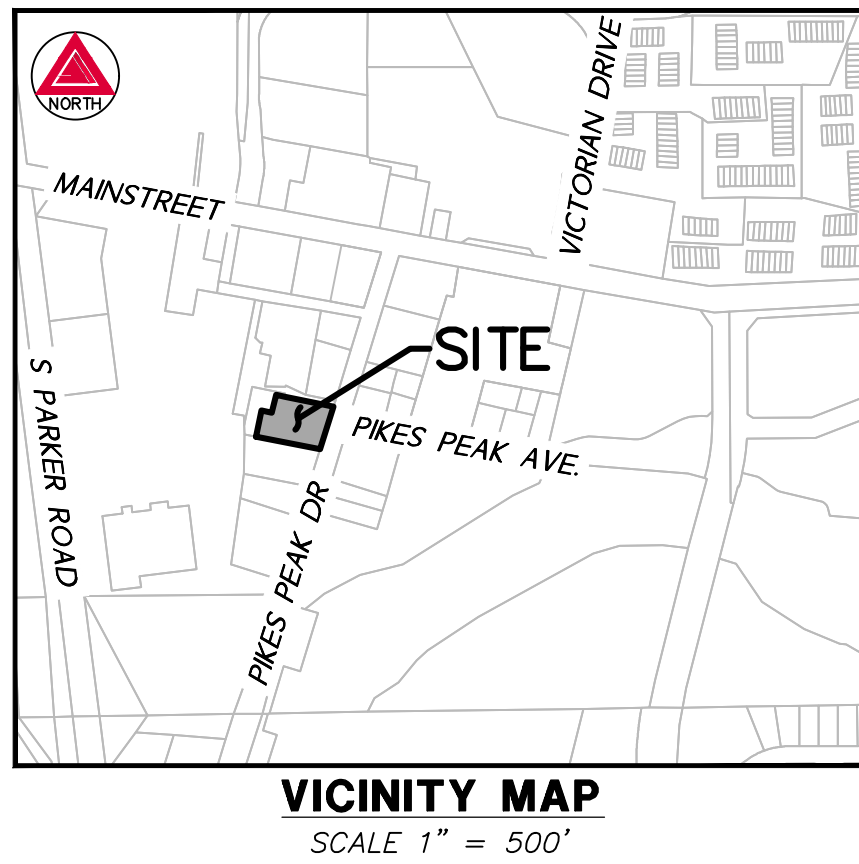
Gladys O'Brien House Filing No. 1 Minor Development Plat

Report Approved By: Bryce Matthews, Assistant Director - Planning

GLADYS O'BRIEN HOUSE

MINOR DEVELOPMENT PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
0.397 ACRES – 1 COMMERCIAL LOT



LEGAL DESCRIPTION

(FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE REPORT NO. N0033349-010-T02-ES, WITH AN EFFECTIVE DATE OF MARCH 8, 2022 AT 8:00 A.M.)

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEGINNING AT A POINT WHENCE THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 42 DEGREES 30 MINUTES EAST, A DISTANCE OF 2563.00 FEET;
THENCE NORTH 79 DEGREES WEST, A DISTANCE OF 150 FEET;
THENCE SOUTH 17 DEGREES 15 MINUTES WEST, A DISTANCE OF 55 FEET;
THENCE NORTH 81 DEGREES 35 MINUTES WEST, A DISTANCE OF 60 FEET;
THENCE SOUTH, A DISTANCE OF 53 FEET;
THENCE SOUTH 79 DEGREES EAST, A DISTANCE OF 190 FEET;
THENCE NORTH 17 DEGREES 13 MINUTES EAST, A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING;

EXCEPT THOSE PARTS DESCRIBED IN QUIT CLAIM DEED RECORDED JANUARY 15, 1960 IN BOOK 131 PAGE 1, WARRANTY DEED RECORDED DECEMBER 21, 1962 IN BOOK 147 PAGE 185, AND DECREE OF QUIET TITLE ACTION CA NO. 83CV291 RECORDED FEBRUARY 10, 1984 IN BOOK 508 PAGE 170, COUNTY OF DOUGLAS, STATE OF COLORADO.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **GLADYS O'BRIEN HOUSE** MINOR DEVELOPMENT PLAT. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED. WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

SPIRO VETERINARY REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,

BY _____, AS _____, OF

SPIRO VETERINARY REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

MORTGAGE HOLDER

THE UNDERSIGNED AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

BY: _____

NAME: _____

TITLE: _____

TITLE VERIFICATION

I/WE, FIDELITY NATIONAL TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE INSURANCE COMPANY FILE NO. N0033349-010-T02-ES WITH AN EFFECTIVE DATE OF MARCH 8, 2022 AT 8:00 A.M.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)

COUNTY OF _____)SS

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, AS _____, OF

FIDELITY NATIONAL TITLE INSURANCE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TOWN COUNCIL CERTIFICATE

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

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS. THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON ____ DAY OF _____, 20____, A.D.,

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON FEBRUARY 28, 2022.
- BASIS OF BEARINGS – BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°53'38" EAST, A DISTANCE OF 2,675.19 FEET.
- FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. N0033349-010-T02-ES EFFECTIVE MARCH 8, 2022 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 08035C0069F, WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2005, THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS – ZONE "X", WITH "ZONE X" BEING DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
- THE PURPOSE OF THIS PLAT IS TO PLAT THE LANDS DESCRIBED IN WARRANTY DEED RECORDED ON JANUARY 9, 2017 AT RECEPTION NO. 2017001552, INTO 1 LOT.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON THE PROPERTY SHOWN HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE, CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

COUNTY OF DOUGLAS)

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

AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATE

I, **BRADY J. MOORHEAD**, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF **GLADYS O'BRIEN HOUSE** MINOR DEVELOPMENT PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 28TH DAY OF FEBRUARY, 2022, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

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

BRADY J. MOORHEAD, PLS 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER THE PARKER AUTHORITY FOR REINVESTMENT	DATE OF PREPARATION:	02/25/2022
		SCALE:	1"=20'
		SHEET 1 OF 2	

AzTec Proj. No.: 177422-01

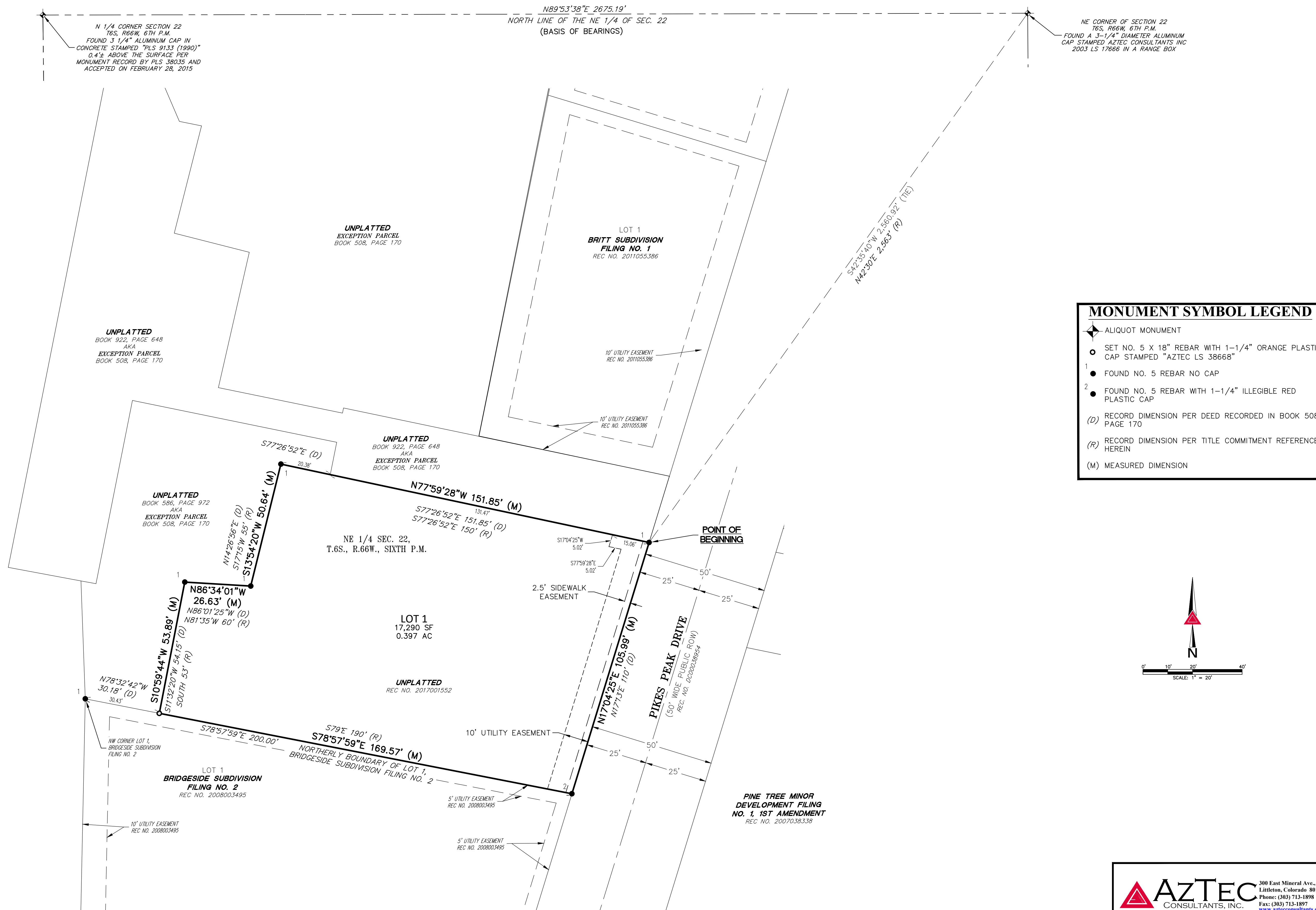
Drawn By: RDR

FOR REVIEW

GLADYS O'BRIEN HOUSE

MINOR DEVELOPMENT PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
0.397 ACRES - 1 COMMERCIAL LOT



 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER		DATE OF PREPARATION:	02/25/2022
		THE PARKER AUTHORITY FOR REINVESTMENT		SCALE:	1"=20'
				20120 E. MAINSTREET PARKER, COLORADO	
AzTec Proj. No.: 177422-01	Drawn By: RDR	S H E E T 2 O F 2			



Request for Town Council Action

Date: March 6, 2023

Submitted By: Amber Wood Hicken, Planner I
Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning

Reviewed By: Michelle Kivela, Town Manager

Title: **O'BRIEN PARK L1 - SITE PLAN**

Applicant: **Town of Parker**

Location: **Northeast corner of Parker Road and Mainstreet**

Department: **Community Development, Amber Wood-Hicken**

TRAKiT No.: **SP22-104**

EXECUTIVE SUMMARY

The applicant, the Town of Parker, is proposing a site plan amendment to make landscaping and urban design improvements to O'Brien Park that are focused on the west, south, and east sides of the Park.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property, known as O'Brien Park, is located at the northeast corner of Parker Road and Mainstreet and was annexed into the Town of Parker in 1981 as a part of the original incorporation of the Town. The property is bordered to the north by an undeveloped property owned by the Town for future park expansion; to the east by commercial and residential uses on Victorian Drive; to the south by commercial uses on Mainstreet; and to the west by Parker Road. The property has a total area of 10.67 acres and is improved with a ballfield, gazebo, playground, public pool, and large surface parking lot.

The Town is proposing significant landscaping and urban design improvements to further improve O'Brien Park and better integrate it into the Downtown area. Improvements will be focused on the west, south, and east sides of the park where they front public roads. On the south side, the Town will improve the Mainstreet frontage by removing the existing fence adjacent to the street and install landscaping and hardscape elements that improve the urban design of the park along Mainstreet and guide pedestrians to the intersection of Mainstreet and Victorian Drive. On the west side, the Town will improve the Parker Road frontage with raised berms and additional landscaping; however, an existing pipeline easement limits the opportunity for additional improvements. On the east side, the Town will improve the Victorian drive frontage with additional landscaping and hardscape elements.

The property is located within the Mainstreet Master Plan Character Area of the Parker 2035 Master Plan and is zoned for park use as part of the Greater Downtown District – Town Center district. The proposal is consistent with the Master Plan and complies with the Town Center zoning.

The Planning Commission voted to recommend that the Town Council approve the O'Brien Park Site Plan Amendment at their meeting on February 23, 2023.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. PC Staff Report - O'Brien Park
3. O'Brien Park Site Plan

RECOMMENDED MOTION

I move to approve the O'Brien Park L1 Site Plan Amendment based on staff findings.

Vicinity Map



O'Brien Park
Site Plan Amendment



Planning Commission Staff Report

Planning Commission Date: 2/26/2023

Town Council Date: 3/6/2023

Hearing Type: Public Hearing
O'Brien Park L1 Park Site Plan Amendment
SP22-104

Location: Northeast corner of Parker Road and Mainstreet

Project Planner: Amber Wood Hicken, Planner 1

Applicant: The Town of Parker

Executive Summary: The applicant, the Town of Parker, is proposing a Site Plan Amendment to change the landscaping on the west, south and east perimeter of O'Brien Park.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the O'Brien Park L1 Site Plan Amendment."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the O'Brien Park L1 Site Plan Amendment subject to the following conditions:"

-List conditions

"I move the Planning Commission recommend Town Council deny the O'Brien Park L1 Site Plan Amendment as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the O'Brien Park L1 Site Plan Amendment to a future date."

I. BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 1981 as a part of the original incorporation of the Town. The property is bounded on the north by a vacant lot owned by the Town for future park expansion and institutional uses, to the east by commercial and residential uses, to the south by commercial uses, and to the west by office and commercial uses.

The parcel's current zoning is Greater Downtown District – Town Center and the site is located within the Mainstreet Master Plan Character Area of the *Parker 2035 Master Plan*. The site is known as O'Brien Park and is approximately 10.67 acres.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1981	Parcel was annexed as part of the original incorporation of the Town from Douglas County in 1981 - which included approximately 629 acres.
2001	Replat, public hearing

III. CURRENT SITE DATA

Existing Zoning	Greater Downton District		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Mainstreet Master Plan Character Area		
Site Acreage	10.67		
Subdivision	O’Brien Park Filing No. 1		
Existing Use	Park		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Mainstreet Master Plan Area	Greater Downtown District – Town Center	Town owned vacant lot for future park expansion, church
South	Mainstreet Master Plan Area	Greater Downtown District – Town Center	Mainstreet, commercial
East	Mainstreet Master Plan Area	Greater Downtown District – Town Center	Residential, commercial
West	Mainstreet Master Plan Area	Greater Downtown District – Town Center	Parker Road, commercial

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Low Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Parker 2035 Master Plan designates this property as part of the Downtown Core. This is the essence of our hometown feel, with a wide range of things to do and see, Downtown is the focal point of the community. The Downtown Core acts as a walkable ‘mixed-use neighborhood’ that includes uses such as higher density residential, office, government, arts and cultural venues, restaurants, retail, personal services, as well as parks and other gathering places for community events. These uses are promoted within vertically mixed-use developments where attention needs to be directed to development intensity, diverse land uses, building height and architectural design. The Denver Regional Council of Governments (DRCOG) classifies this character area as an Urban Center through their Metro Vision 2035 Plan.
Consistent Goals/Strategies	<u>Land Use 1.D</u> <u>Open Space and Recreation 1</u> <u>Open Space and Recreation 1.A</u> <u>Open Space and Recreation 2</u> <u>Open Space and Recreation 2.A</u> <u>Open Space and Recreation 3</u> Open Space and Recreation 3.

Staff Analysis	Open space, parks, trails and recreation are viewed by our citizens as our most prized amenities. The Town has not overlooked these amenities and has adopted additional documents that address open space and recreation in great detail. These additional documents are the ‘Open Space, Trails and Greenways Master Plan’ and the ‘From Values to Vision: A Strategic Action Plan for Parker’s Parks and Recreation’. These other Master Plans reflect the Town’s continued commitment to, and will help direct the future preservation of, open space and the development of trails, parks and recreational facilities. The proposed site amendment to the property is consistent with the Town’s Master Plan and the referenced Master Plan Goals and Strategies for Natural Resource Protection and Open Space and Recreation.
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V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Open Space, Trails and Greenways Master Plan Parker Parks, Recreation, Mainstreet Master Plan, and Open Space Master Plan Choose an item.
Policies/Guidelines/Strategies	Meets the vision and goals of the Open Space, Trails and Greenways Master Plan and the Parker Parks, Recreation and Open Space Master Plan. Choose an item.
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	Staff has reviewed the site plan amendment to meet the Town’s Open Space, Trails and Greenways Master Plan and the Parker Parks, Recreation and Open Space Master Plan and determined the proposed Site Plan Amendment is consistent with the goals and strategies of these plans.

VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 0 Side – 0 Rear – 0 Corner – 0	No buildings are proposed as part of this site plan amendment.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	None	No residential is proposed as part of this application.	☐ Consistent ☐ Inconsistent ☒ N/A

Height/Stories	60 feet	No buildings are proposed as part of this site plan amendment.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	None	No buildings are proposed as part of this site plan amendment.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	This Site Plan includes enhancements to the perimeter landscape along Victorian Drive, Mainstreet, and Parker Road.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking spaces will remain	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The proposed Site Plan Amendment is consistent with the requirements outlined within the Greater Downtown – Town Center zoning district.		

VII. DESIGN REVIEW

This Site Plan includes enhancements to the park perimeter landscape and urban design along Victorian Drive, Mainstreet, and Parker Road. The project is part of the P3 Downtown Placemaking Improvements. The intent is to:

1. Replace the fence along Mainstreet with a well-designed series of landscape and landscape elements that improve the park experience and prevent pedestrians from crossing midblock.
2. Improve the park landscaping and aesthetics from Parker Road
3. Improve the landscaping and park aesthetics along Victorian Drive

Other than low walls, there are no structures proposed for the project. It is anticipated the project will be completed in two phases. The first phase will be the improvements along Mainstreet and Victorian. The second phase of improvements will be along Parker Road. A tree protection plan is included in the Site Plan, and no trees are being removed or relocated.

VIII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

No changes are proposed to current vehicular, pedestrian, or bicycle access and circulation on the site.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Building 20	Advisory Comment - Retaining walls greater than 4' from base of footing or bottom course requires separate building permits and plans must be stamped by qualified professional. Tiered/staggered/stepped back retaining walls all require permits no matter the height of individual wall.

Centurylink Communications	Advisory Comment - Our engineer has reviewed this plat and their comments are: "We do show facilities in conflict with this proposed project." If you require signatures, you can contact the engineer CC'd on this email and if you have any further questions, please don't hesitate to reach out.
Cherry Creek Basin Water Quality	Advisory Comment - This project site is within the Cherry Creek Basin, The Cherry Creek Basin Water Quality Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). Construction BMPs during the work shall meet the requirements of the permittee (Town of Parker).
Comcast	No comment
Construction Plans - Environmental	Advisory Comment - Due to the minimal size and scale of the proposed improvements formal CBMP plans will not be required.
Construction Plans – Storm Water	Advisory Comment - Water quality and detention provided by the Twenty Mile Regional Detention Facility. No significant impacts to drainage or proposed storm infrastructure noted during review which would impact the downstream receiving facility.
Construction Plans - Civil	No comment
Douglas County Assessor	No comment
Douglas County Planning	No comment
Douglas County Engineering	No comment
Douglas County School District	No comment
Drainage Report	Not applicable
Floodplain Development Plan	Not applicable
Fire Life Safety	Approved
IREA/CORE	Approved
Parker Authority for Reinvestment	No comment
Parker Water and Sanitation	Advisory Comment - This job has already been under construction for over a month. Why is PWSD being asked to review it at this time? There are no attachments such as revised landscape/irrigation plans to see if the existing water tap is adequality sized for the proposed changes currently under construction.
Plat - Civil	Not applicable
Police	No comment
PSCO Residential Subdivisions	No comment
Public Service Company of Colorado	Advisory Comment - Attachment
Site Plan - Civil	No comment

Site Plan - Stormwater	Not applicable
South Metro Fire	No comment
Traffic Impact Study	No comment
Urban Drainage and Flood Control	No comment

X. CONCLUSION

The Town of Parker has submitted this site plan amendment to enhance the landscaping on the west, south, and east perimeters of O'Brien Park. The proposed improvements will add to the overall aesthetic of the site. The proposed Site Plan Amendment is in compliance with the Land Development Ordinance. Based on this information, staff recommends Planning Commission recommend that Town Council approved the site plan amendment.

XI. RECOMMENDED CONDITIONS

None

XII. ATTACHMENTS

Site Plan

Report Approved By: Bryce Matthews, Assistant Director-Planning

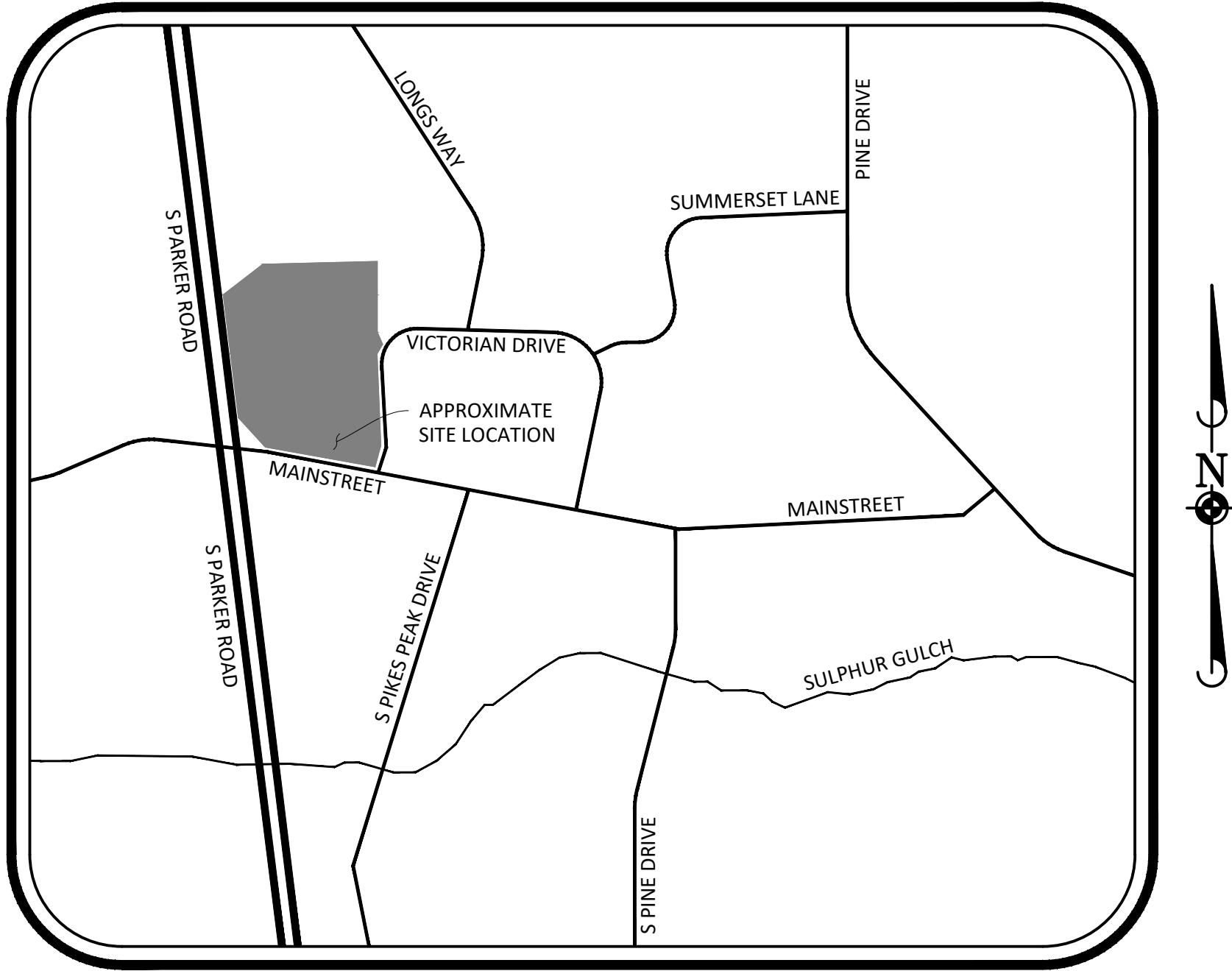
Plot time: 1/23/2023 5:25 PM Dwg Name: F:\Fajpko01\dwg\Eng\Final Drawings\Plan Set\Site Plan Set\COVER.dwg Updated By: Moran

SITE PLAN DOCUMENTS

O'BRIEN PARK L1

A PORTION OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

SHEET INDEX	
SHEET NO	SHEET TITLE
C1.0	COVER
C2.0	OVERALL SITE PLAN
C2.1	SITE PLAN
C2.2	SITE PLAN
C3.0	GRADING AND DRAINAGE PLAN
C3.1	GRADING AND DRAINAGE PLAN
C3.2	GRADING AND DRAINAGE PLAN
C3.3	GRADING AND DRAINAGE PLAN
L1.0	LANDSCAPE NOTES
L1.1	TREE PROTECTION PLAN
L1.2	MATERIALS AND DETAIL PLAN
L1.3	PLANTING PLAN
L1.4	ILLUSTRATIVE PERSPECTIVES



VICINITY MAP
NOT TO SCALE

NOTES

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A FIELD SURVEY COMPLETED BY AZTEC CONSULTANTS, INC. ON MARCH 22, 2016, AND A SUPPLEMENTAL FIELD SURVEY COMPLETED BY MANHARD CONSULTING ON NOVEMBER 15, 2021. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THIS SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND/OR TOPOGRAPHY.
2. MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

BENCHMARK

DOUGLAS COUNTY GIS MONUMENT NO. 1.090035 BEING A 3-1/4" ALUMINUM ALLOY CAP LOCATED APPROXIMATELY 322 FEET NORTH OF THE INTERSECTION OF PARKER ROAD AND CROSSROADS DRIVE, APPROXIMATELY 4 FEET WEST OF THE NORTHERNMOST PARKING SPOT WEST OF TREADS BICYCLE OUTFITTERS. ELEVATION = 5883.70 (NAVD 88).

BASIS OF BEARINGS

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(1992) COORDINATES. PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FORMULAS:

PROJECT NORTHING = (STATE PLANE NORTHING * 1.0003179891) - 1000000.03'
PROJECT EASTING = (STATE PLANE EASTING * 1.0003179891) - 3000000.03'

ENGINEER'S CERTIFICATION

I HEREBY AFFIRM THAT THESE CONSTRUCTION PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

CONTACT LIST			
TOWN OF PARKER, PARKS AND RECREATION			
BRETT COLLINS			
20120 EAST MAINSTREET			
PARKER, CO 80138	303.805.3276		
ENGINEER - MANHARD CONSULTING LTD.			
JULIE RENTZ			
7600 EAST ORCHARD ROAD, SUITE 150 NORTH			
GREENWOOD VILLAGE, CO 80111	303.531.3222		
LANDSCAPE ARCHITECT - PCS GROUP, INC.			
ALAN CUNNINGHAM			
200 KALAMATH			
DENVER, CO 80223	303.531.4905		
TOWN OF PARKER, PUBLIC WORKS			
CHRIS HUDSON			
20120 EAST MAINSTREET			
PARKER, CO 80138	303.840.9546		
PARKER WATER AND SANITATION DISTRICT			
REBECCA TEJADA			
18100 EAST WOODMAN DRIVE			
PARKER, CO 80134	303.841.4627		
SOUTH METRO FIRE RESCUE			
ANTHONY VALDEZ			
9195 EAST MINERAL AVENUE			
CENTENNIAL, CO 80112		720.989.2000	
XCEL ENERGY			
5909 EAST 38TH AVENUE			
DENVER, CO 80207		800.628.2121	
CORE ELECTRIC COOPERATIVE			
5496 NORTH US HIGHWAY 85			
P.O. BOX DRAWER A			
SEDALIA, CO 80135		720.733.5498	
COMCAST			
8000 EAST ILIFF AVENUE			
DENVER, CO 80231		303.603.5682	
CENTURY LINK			
1801 CALIFORNIA STREET			
DENVER, CO 80202		720.578.5142	
UTILITY NOTIFICATION COMPANY OF COLORADO			
2801 SOUTH YOUNGFIELD STREET, SUITE 301			
GOLDEN, CO 80401		1.800.922.1987 OR 811	



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■ Prepared For ■
TOWN OF PARKER

20120 MAINSTREET
PARKER, COLORADO 80138

■ Land Planning ■

people creating spaces

pcs group inc. www.pcsgroupco.com
#3, 9-180 independence plaza
1007 16th street, denver co 80265
1.303.531.4905 f. 303.531.4908

■ Engineering ■

MANHARD CONSULTING
MANHARD CONSULTING, LTD. 10000 E. HIGHWAY 85, SUITE 100, DENVER, CO 80231
PH: 303.531.4905 FAX: 303.531.4908
WWW.MANHARDCONSULTING.COM

O'BRIEN PARK L1
SITE PLAN DOCUMENTS
PARKER , COLORADO

NOT FOR
CONSTRUCTION

Drawn by:	LMM
Checked by:	JAR
Issue Date:	01/17/2023
Revisions:	

■ Sheet Name ■
COVER
■ Sheet Number ■
C1.0

Plot time: 1/23/2023 5:25 PM Dwg Name: F:\Vajpekco01\dwg\Eng\Final Drawings\Plan Set\Site Plan Set\OVERALL SITE PLAN.dwg Updated By: LMoron



UTILITY NOTES

1. THE CONTRACTOR SHALL CONTACT 811 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
2. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
3. ALL EXISTING UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES.
4. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HERE ON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED.



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■ Land Planning ■

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pcs group inc. www.pcsgroupco.com
#3, 9-180 independence plaza
1007 16th street, denver co 80245
1 303.531.4905 / 1 303.531.4908

■ Engineering ■

Manhard
CONSULTING
MANHARD CONSULTING, INC. 10000 E. HIGHWAY 10, SUITE 100, DENVER, CO 80231
MANHARD CONSULTING, INC. 10000 E. HIGHWAY 10, SUITE 100, DENVER, CO 80231
MANHARD CONSULTING, INC. 10000 E. HIGHWAY 10, SUITE 100, DENVER, CO 80231

O'BRIEN PARK L1
SITE PLAN DOCUMENTS
PARKER, COLORADO

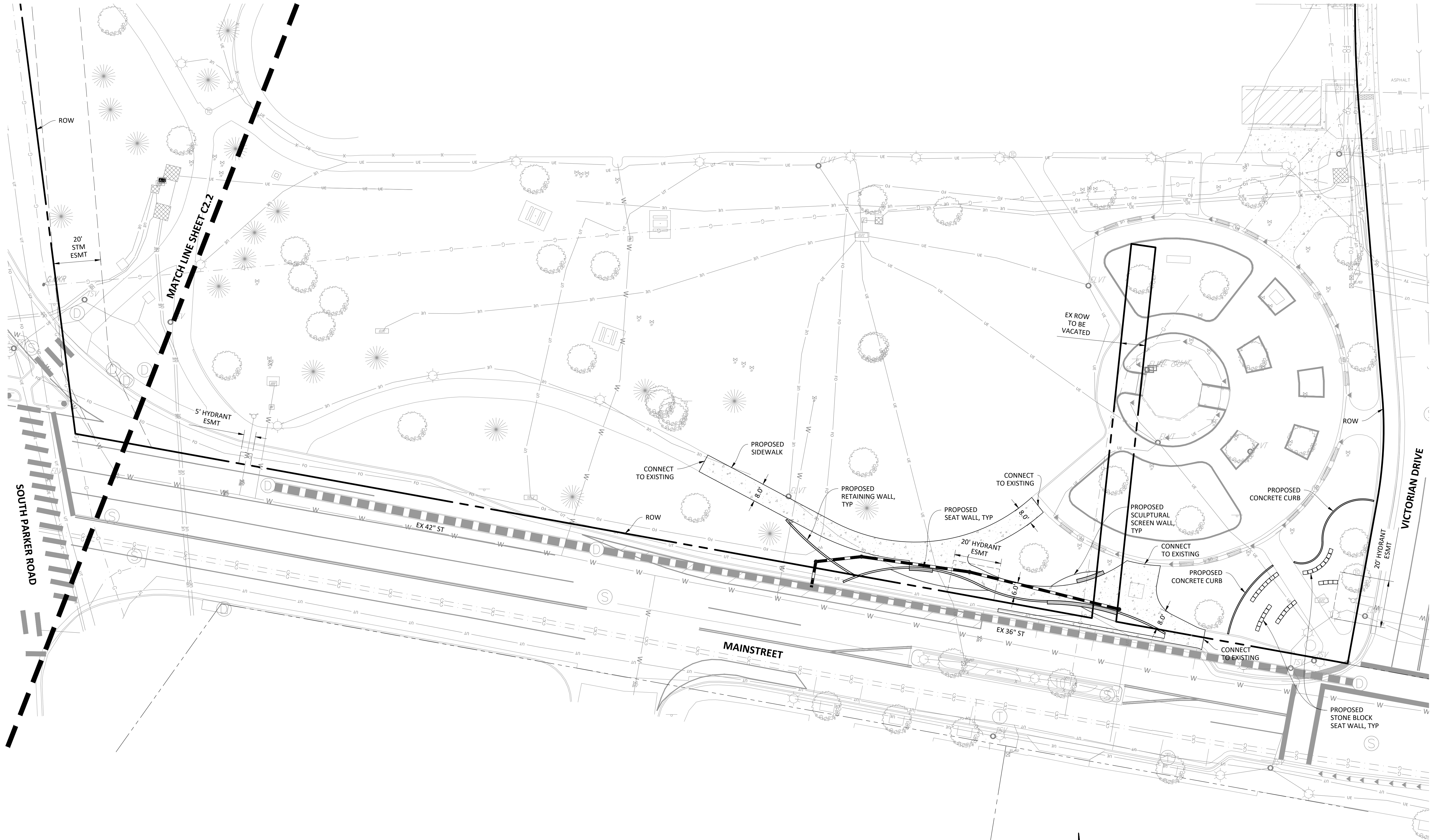
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CONSTRUCTION

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■ Sheet Name ■
OVERALL SITE
PLAN

■ Sheet Number ■
C2.0

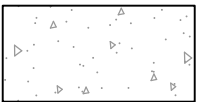
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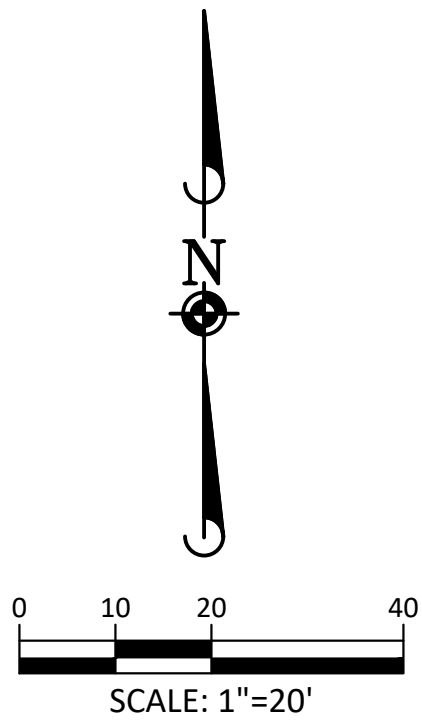
SITE DIMENSIONAL AND PAVING NOTES:

1. ALL ROADWAY SIGNAGE, STRIPING, SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL GOVERNMENTAL ENTITY DETAILS.
2. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.

**PROPOSED
PAVEMENT LEGEND**



CONCRETE SIDEWALK



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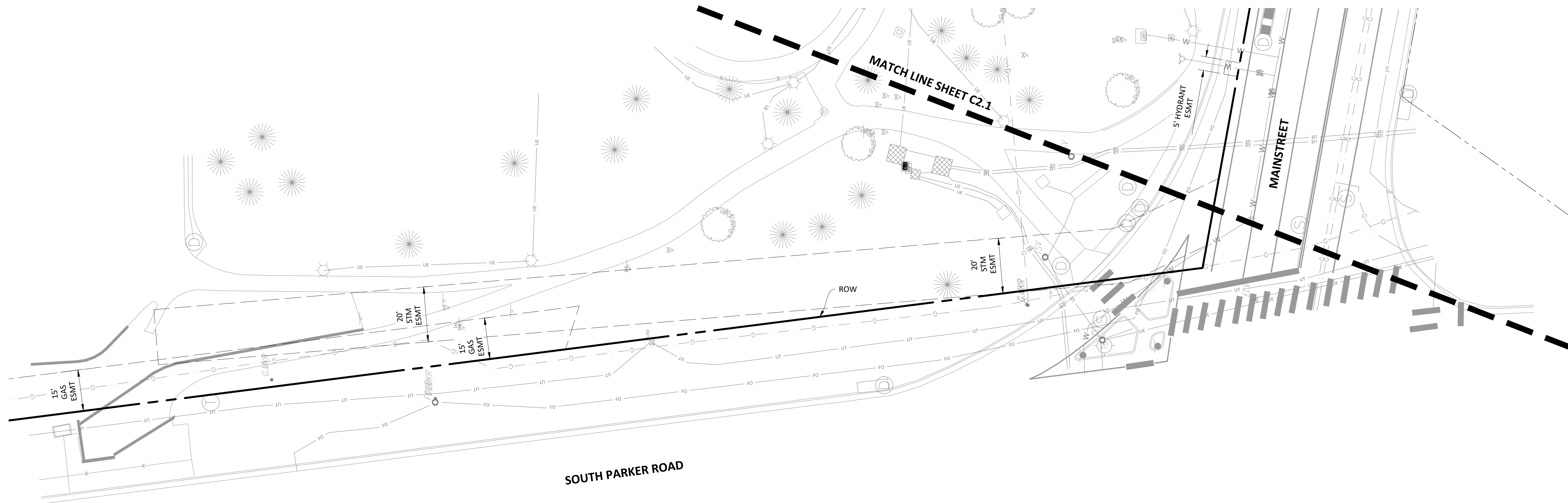
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SITE PLAN

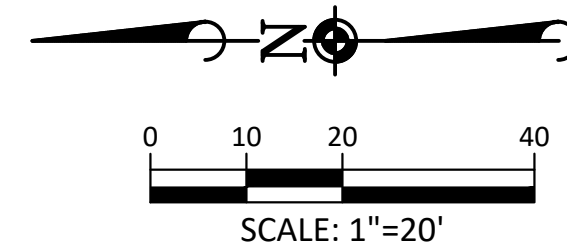
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SITE DIMENSIONAL AND PAVING NOTES:

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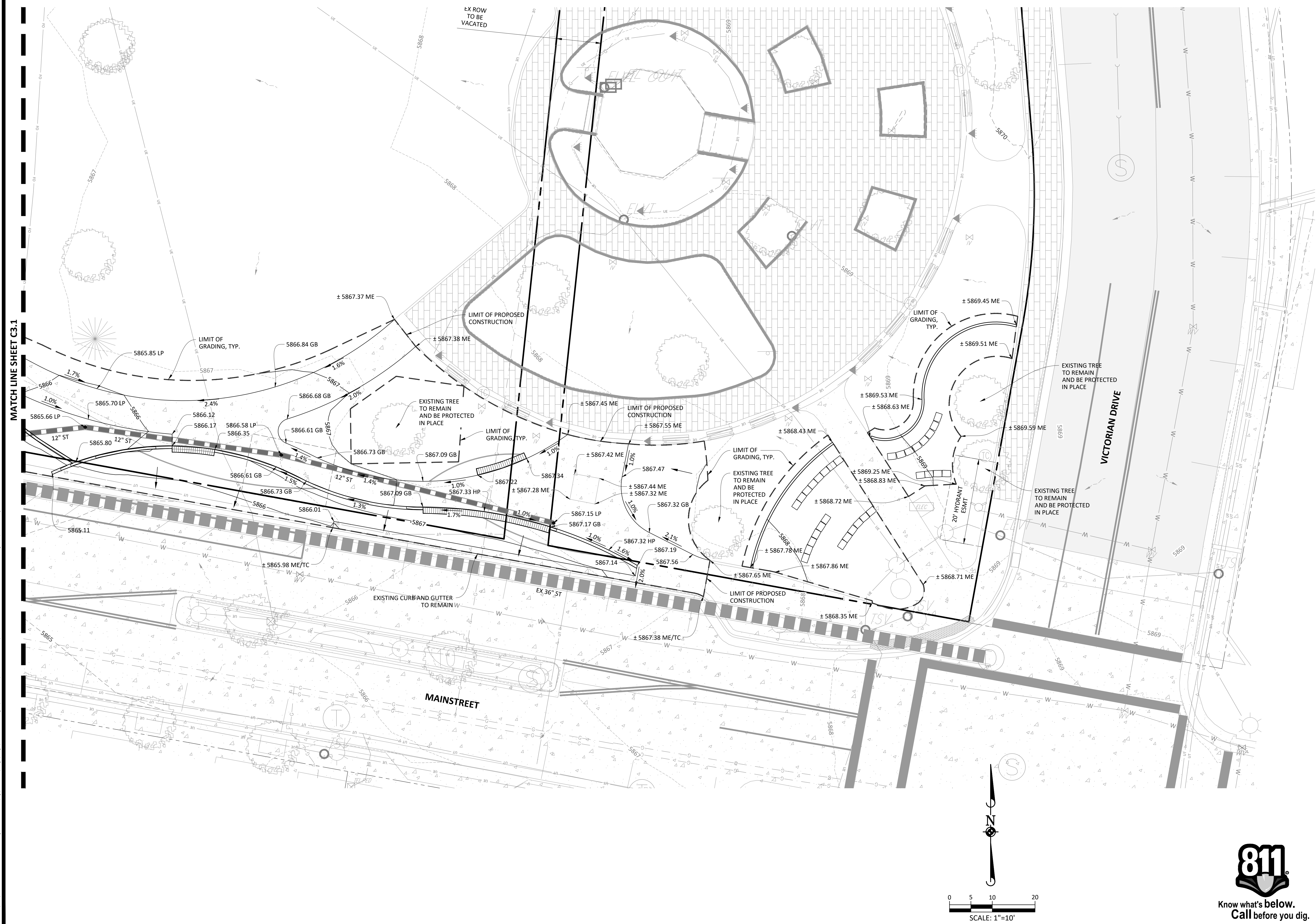
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SITE PLAN

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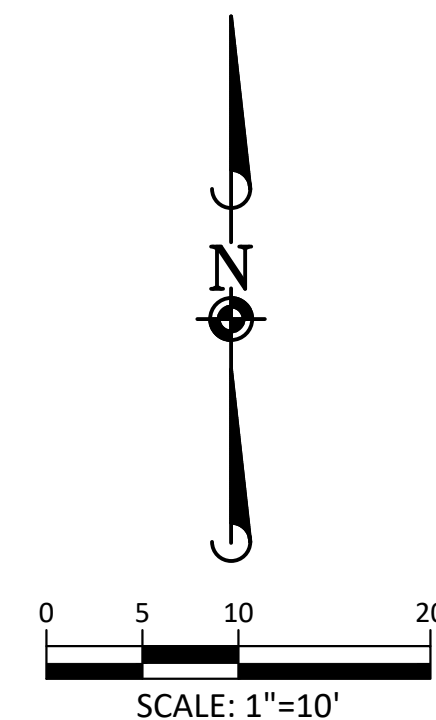
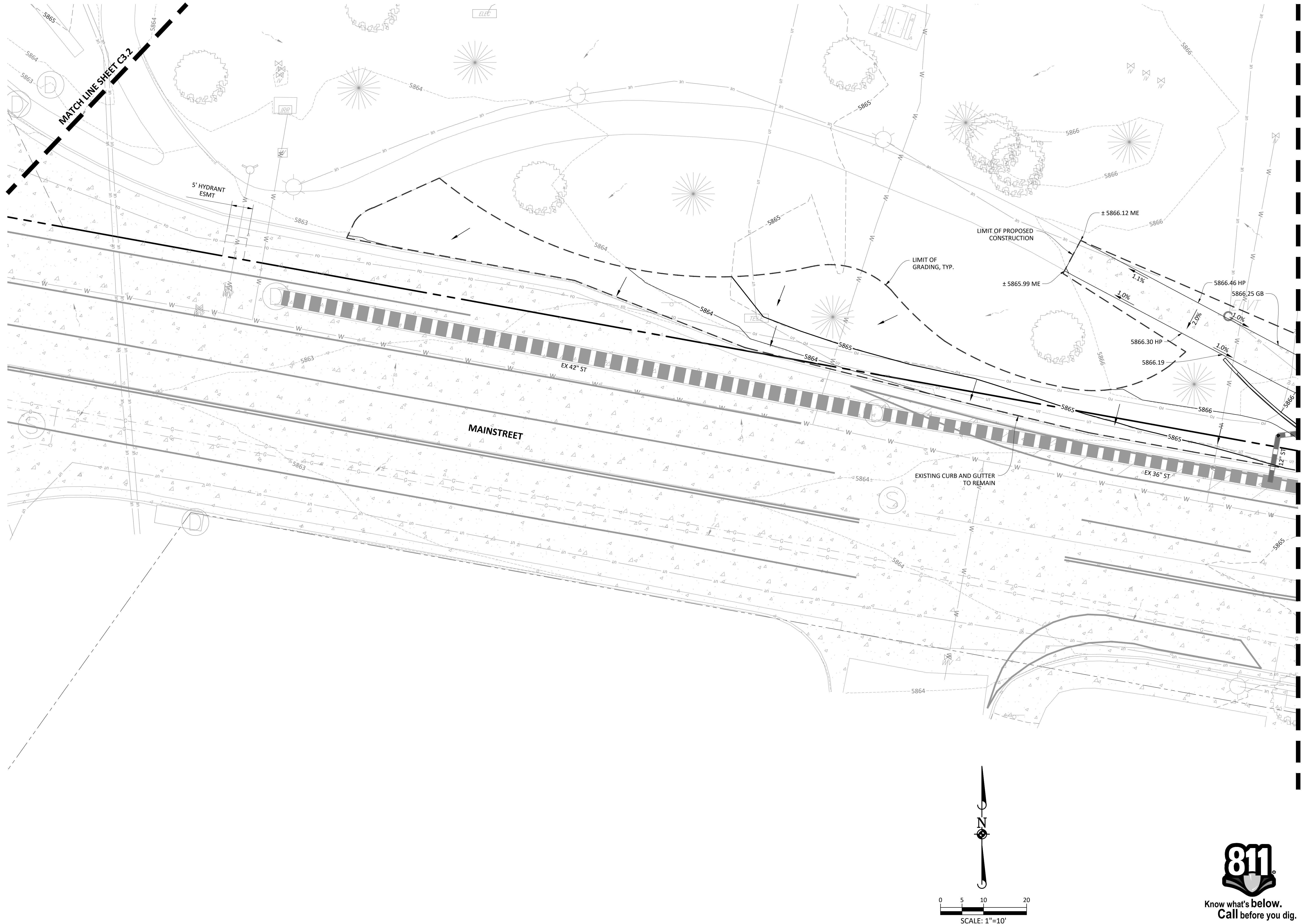
**GRADING AND
DRAINAGE PLAN**

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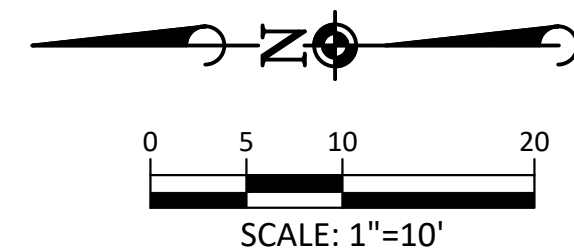
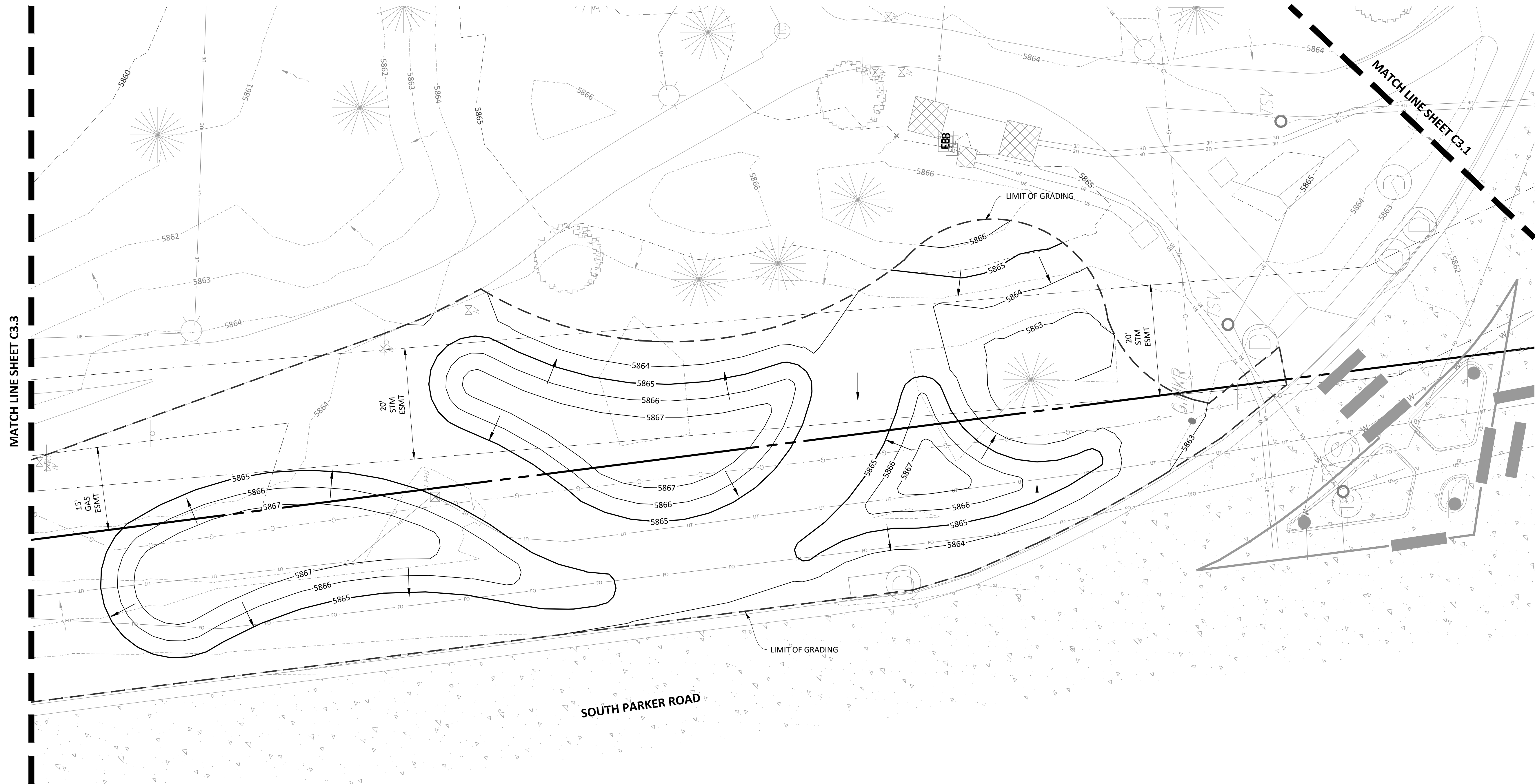
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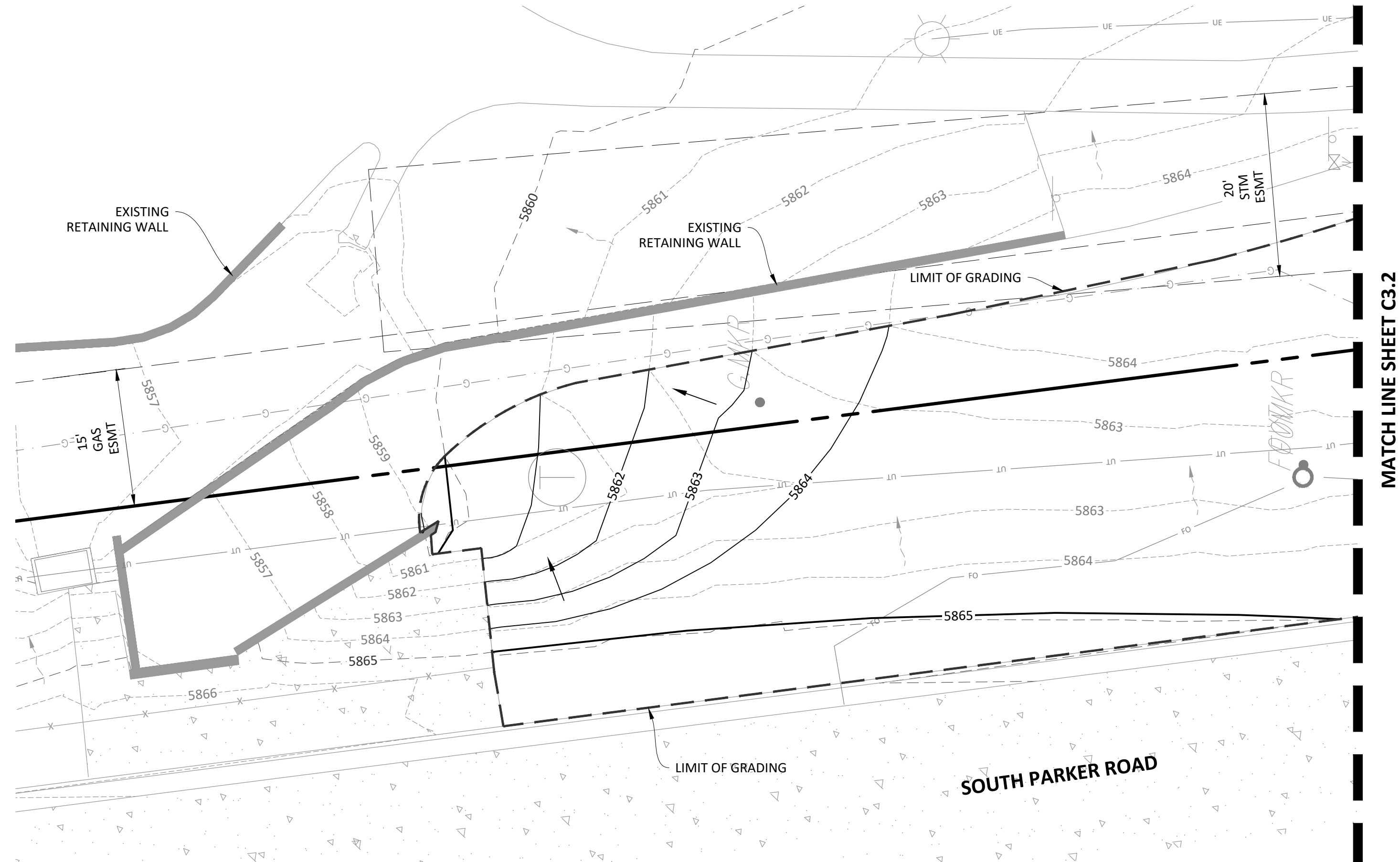
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**GRADING AND
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C3.3

GENERAL CONSTRUCTION NOTES

1. DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. CONTRACTOR SHALL HAVE IN CONTRACTOR'S POSSESSION AT ALL TIMES ONE (1) COPY OF CONSTRUCTION DOCUMENTS STAMPED AND SIGNED BY ENGINEER / ARCHITECT AND THE TOWN OF PARKER, AND ONE (1) COPY OF THE LATEST EDITION OF THE TOWN OF PARKER STANDARDS AND SPECIFICATIONS. ALL WORK SHALL COMPLY WITH THE TOWN OF PARKER STANDARDS AND SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO ENGINEER/ ARCHITECT AND THE TOWN OF PARKER IMMEDIATELY.
2. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. PRE-CONSTRUCTION MEETINGS

A. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH TOWN OF PARKER STAFF AT LEAST 3 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE:
 - OWNER
 - ENGINEER
 - ARCHITECT
 - TOWN OF PARKER
 - CONTRACTOR
 - SURVEYOR
 - ANY OTHER AFFECTED AGENCIES

B. THERE SHALL BE A SEPARATE ONSITE PRE-CONSTRUCTION CONFERENCE WITH PARKER PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING TOWN OF PARKER UTILITIES.
6. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTED BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
7. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
8. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID.
9. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNERS REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
10. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK

A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING NOTIFICATIONS:

B. UTILITY NOTIFICATION CENTER OF COLORADO, 1-800-922-1987. CALL TWO (2) BUSINESS DAYS PRIOR (NOT INCLUDING THE DAY OF THE CALL) TO DIGGING, GRADING OR EXCAVATING FOR THE MARKINGS OF UNDERGROUND MEMBER UTILITIES.

I. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES, WHETHER SHOWN OR NOT SHOWN ON THE APPROVED CONSTRUCTION DOCUMENTS.

II. PROVIDING NOTIFICATION AND RECEIVING MARKINGS OF UNDERGROUND MEMBER UTILITIES IN NO WAY CONSTITUTES PERMISSION TO PERFORM CONSTRUCTION.

C. TOWN OF PARKER UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND COORDINATION WITH PARKER PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENT. TOWN OF PARKER PUBLIC WORKS SHALL BE NOTIFIED TWO BUSINESS DAYS (48 HOURS) IN ADVANCE TO SCHEDULE AN OUTAGE.

D. TOWN OF PARKER 24 HOURS IN ADVANCE FOR OBSERVATIONS OF WORK IN PROGRESS. OBSERVATION AND ONSITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR APPROVAL BY PARKER STAFF OF CONTRACTOR'S WORK OR CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR LONGER THAN 5 DAYS AFTER INITIAL START-UP, CONTRACTOR SHALL NOTIFY THE TOWN OF PARKER CONSTRUCTION INSPECTION SUPERVISOR ONE (1) BUSINESS DAYS (24 HOURS) PRIOR TO RESTART OF CONSTRUCTION.
13. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
14. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSERVED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER TOWN OF PARKER PUBLIC WORKS REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.

- A. ALL SIGNS, STRIPING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO AND PLACEMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION AND CDOT M&S STANDARDS, LATEST EDITION.
- B. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES.
- C. CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT MARKINGS DURING CONSTRUCTION OPERATIONS, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND TOWN OF PARKER STANDARDS AND SPECIFICATIONS.
- D. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.

17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.

18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.

19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.

20. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY THE GRADING, EROSION AND SEDIMENT CONTROL PLAN (GESC) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.

21. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.

22. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.

23. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.

24. THE CONTRACTOR AND/OR THE CONTRACTOR'S AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.

25. WHEN DISCHARGING GROUNDWATER, ALL DEWATERING METHODS SHALL BE IN CONFORMANCE WITH ALL LAWS AND REGULATIONS OF THE STATE—including OBTAINING A COLORADO DISCHARGE PERMIT SYSTEM FOR CONSTRUCTION DEWATERING/WASTEWATER DISCHARGE—and SUBJECT TO THE APPROVAL OF THE TOWN OF PARKER. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORMWATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.

26. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.

27. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.

28. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.

29. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.

30. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

31. CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATIONS. RESETTling OF MARKERS SHALL BE PERFORMED UNDER THE DIRECTION OF A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR AND AS APPROVED BY PARKER.

32. ALL CONCRETE AND ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY TOWN OF PARKER & ENGINEER OF RECORD PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT.

33. ALL PAVEMENT CUTS AND EXPLORATORY POTHOLES SHALL BE REPAIRED AS REQUIRED BY THE TOWN OF PARKER.

34. NO ROADWAY SHALL BE OPEN CUT UNLESS APPROVED BY THE TOWN OF PARKER.

35. OWNER SHALL SUBMIT A PAPER COPY OF REDLINED RECORD CONSTRUCTION DOCUMENTS TO THE TOWN OF PARKER PRIOR TO THE CONSTRUCTION ACCEPTANCE INSPECTION.

LANDSCAPE NOTES

- SITE PREP

1. LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING, GRADING, DRAINAGE, AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.

2. ALL WORK SHALL CONFORM TO LOCAL TOWN OF PARKER AND COUNTY CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

3. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSERVED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.

4. SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.

5. ALL WORK CONDUCTED WITHIN ANY FLOODPLAIN WILL REQUIRE A FLOODPLAIN USE PERMIT. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL APPLICABLE PERMITS FOR CONSTRUCTION WORK WITHIN THE TOWN OF PARKER.

6. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.

7. A PRE-CONSTRUCTION MEETING IS REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND TOWN OF PARKER PERSONNEL BEFORE START OF CONSTRUCTION.

8. CONTRACTOR SHALL MINIMIZE ALL DISTURBANCE TO NON-IMPACTED AREAS.

9. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.

10. CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.

11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE TOWN OF PARKER. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.

12. TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE.

13. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.

14. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.

15. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED & AMENDED.

16. ALL STREET TREES TO BE PLANTED 40' CLEAR FROM STOP OR OTHER REGULATORY TRAFFIC SIGNS.
- SOIL AMENDMENTS

17. A MINIMUM 4 CUBIC YARDS PER 1,000 SF OF A CLASS I OR II COMPOST SHALL BE DISTRIBUTED ACROSS THE SOIL SURFACE OF ALL LANDSCAPE AREAS IN A UNIFORM 1½" (6 CUBIC YARDS = 2 INCH LAYER) AND INCORPORATED INTO THE TOP 8 INCHES OF SOIL WITH A ROTOTILLER CAPABLE OF TILLING TO 8 INCHES IN DEPTH. SHRUB BEDS SHALL BE AMENDED THROUGHOUT THE ENTIRE BED PRIOR TO PLANTING, NOT JUST THE PLANTING HOLE.
- LANDSCAPE MEDIAN SOIL PREPARATION

18. WITHIN LANDSCAPED MEDIANS, FILL WITH 36 INCHES OF A-1 ORGANICS AMENDED TOPSOIL OR EQUIVALENT IN NO GREATER THAN 12 INCH LIFTS. IN LIEU OF USING PREMIXED AMENDED TOPSOIL, PLANTING BED SOIL SHALL BE TOPSOIL AND PROFESSIONALLY MIXED WITH 27 CUBIC YARDS OF A CLASS I OR II COMPOST PER 1,000 SF OF MEDIAN LANDSCAPE AREA AND INCORPORATED INTO THE ENTIRE SOIL PROFILE TO A DEPTH OF 36 INCHES IN NO GREATER THAN 12 INCH LIFTS AFTER MIXING.
- TURF, PLANT & GROUND COVER MATERIAL

19. ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC. SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS.

20. ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH A.N.S. SPECIFICATIONS FOR NUMBER ONE GRADE.

21. ALL TREES IN TURF AND SEED AREAS TO RECEIVE MAX. 6" DIA. MULCH RING WITH 4" DEPTH. OF SPECIFIED WOOD MULCH. NO STEEL EDGING IS REQUIRED AROUND TREE RING EDGES WITHIN TURF AREAS.

22. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 6' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN GAS LINES.

23. ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED WITH TIGHT JOINTS AND WITHOUT VOIDS.

24. TREE WRAP TO BE APPLIED IN LATE FALL AFTER INSTALLATION, AND REMOVED THE FOLLOWING SPRING. REMOVE ANY STRING OR WIRE AROUND TREE TRUNKS AT TIME OF INSTALLATION.

25. CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND/OR THE TOWN OF PARKER REPRESENTATIVE PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE AND REPAIR.

26. MAINTAIN A MINIMUM THREE FOOT CLEARANCE AROUND FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS OR OTHER FIRE SERVICE EQUIPMENT. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA.

27. NO PLANT MATERIAL SHALL BE PLANTED WITHIN 10' OF ANY EXISTING OR PROPOSED ELECTRICAL SWITCHGEARS, TRANSFORMERS OR OTHER ELECTRICAL UTILITY EQUIPMENT.

28. PLANT MATERIAL MAY BE FIELD ADJUSTED TO PROVIDE THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE UTILITY'S OWNER/OPERATOR. PROPOSED PLANT SPECIES MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY AT TIME OF CONSTRUCTION.

29. ALL SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL PLANT QUANTITIES & SIZES SHALL REMAIN AS INDICATED ON THE PLANT SCHEDULE. CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTED PLANT SPECIES ARE ACCEPTABLE TO THE TOWN OF PARKER REPRESENTATIVES.
- PLANTING BEDS

30. ALL PROPOSED PLANTING BEDS WITH ROCK MULCH SHALL INCLUDE MIRAFI WEED BARRIER FABRIC OR EQUAL SECURED WITH PINS. OVERLAP FABRIC MIN. 24" AT EDGES. NO FABRIC UNDER WOOD MULCH.

31. ROCK MULCH AROUND VEGETATION SHALL BE 1 1/2"-2" DIA. ROUND RIVER COBBLE, WHITE COLOR, 4" DEPTH.

32. ROCK MULCH INDEPENDENT OF VEGETATION SHALL BE 3"-4" DIA. ROUND RIVER COBBLE, WHITE COLOR, 4" DEPTH, SEATED.

33. WOOD MULCH SHALL BE SHREDDDED CEDAR MULCH OR EQUAL, 4" DEPTH.

34. EDGING BETWEEN TURF AND PLANTING BEDS SHALL BE RYERSON 12-GAUGE, PERFORATED, GREEN COLOR, STEEL EDGING OR EQUIVALENT. ANY ALTERNATE EDGING MUST BE A ROLLED-TOP, CORROSION RESISTANT STEEL PRODUCT. NO EDGING IS REQUIRED AGAINST HARDSCAPE/WALK AREAS OR AT TREE RING EDGES. EDGING SHALL BE INSTALLED TO AVOID IMPEDING DRAINAGE.

35. FOR TREES NOT IN PLANTING BEDS, ALLOW A 6'-0" DIAMETER BED (TREE RING) WITHOUT SOD AROUND ROOT COLLAR. APPLY SPECIFIED WOOD MULCH & DEPTH AROUND COLLAR FOLLOWING SOD INSTALLATION. NO

- FABRIC OR EDGER IS NECESSARY WITHIN TREE RINGS.
36. ALL SHRUBS IN SEED BED AREAS ARE TO BE GROUPED INTO LARGE BEDS. RECEIVE A 36" RING OF SHREDDDED CEDAR MULCH 4" DEPTH. NO EDGER OR WEED CONTROL FABRIC IS REQUIRED. BED SHALL EXTEND TO DRIP ZONES OF PLANT MATERIAL.
- HARDSCAPE

37. REFER TO SITE PLANS & DETAILS FOR SPECIALTY CONCRETE LOCATIONS WHERE APPLICABLE.
- IRRIGATION

38. 1) PERMANENT UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS, 2) TURF AREAS ARE ZONED SEPARATELY FROM BED AREAS, 3) CONTROLLER TO INCLUDE RAIN SHUT-OFF, 4) HYDROZONES WILL BE ON SEPARATE IRRIGATION ZONES ACCORDING TO WATER DEMAND.

39. TURF & IRRIGATED NATIVE AREAS (WHERE APPLICABLE) SHALL BE IRRIGATED BY AUTOMATIC POP-UP SPRAY SYSTEM. SHRUBS & PLANTING BEDS SHALL BE IRRIGATED WITH DRIP/BUBBLER SYSTEM.

40. ALL TREES & SHRUBS OUTSIDE OF BEDS WITHIN NATIVE AREAS SHALL BE DRIP IRRIGATED. ALL IRRIGATION SHALL BE AN AUTOMATIC UNDERGROUND SYSTEM

41. REFER TO IRRIGATION PLANS FOR DETAILED INFORMATION.
- WARRANTY & MAINTENANCE

42. CONTRACTOR IS TO MAINTAIN ALL PLANTINGS AND ASSOCIATED IRRIGATION SYSTEM INSTALLED UNDER THIS CONTRACT UNTIL FINAL ACCEPTANCE BY THE CITY AND TURNOVER TO OWNER. THIS MAINTENANCE SHALL INCLUDE PROPER WATERING OF ALL PLANTS, AND MOWING OF TURF/SEED AREAS IF NECESSARY.

43. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.

44. ALL PLANT MATERIAL WILL BE COVERED BY A ONE (1) CALENDAR YEAR WARRANTY. THE CONTRACTOR SHALL REPLACE DEAD, UNHEALTHY, OR OTHERWISE UNSATISFACTORY MATERIAL THROUGHOUT THIS PERIOD. THE WARRANTY SHALL BEGIN UPON FINAL ACCEPTANCE OF THE JOB.

45. LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE OWNER OR ASSIGNS OR OWNERS ASSOCIATION. TREES AND SHRUBS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL (AS DETERMINED BY THE TOWN OF PARKER) SHALL BE REPLACED PER CODE OF NOTIFICATION BY THE TOWN OF PARKER. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH, MUST BE 100% INTACT AFTER ONE YEAR AND 100% INTACT THEREAFTER.

46. LANDSCAPE AREAS WITHIN THE PROPERTY AND WITHIN THE ADJACENT RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

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SITE PLAN DOCUMENTS
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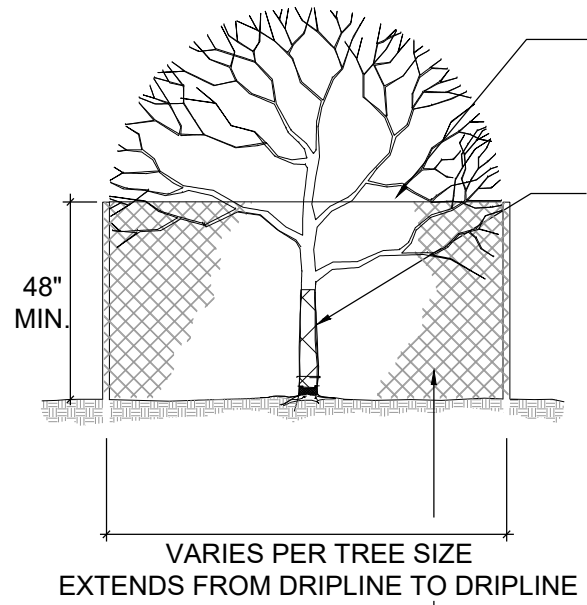
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LANDSCAPE
NOTES

■ Sheet Number ■

L1.0

TREE PROTECTION AREA
THE AREA INSIDE A PERIMETER ESTABLISHED AT THE CRITICAL ROOT ZONE (CRZ). THE (CRZ)
IS EQUAL TO THE DRIPLINE (FURTHEST EXTENT OF THE TREE CANOPY) OR IS EQUAL TO ONE
FOOT RADIALLY FROM THE TREE FOR EVERY ONE INCH OF TRUNK DIAMETER AT BREAST
HEIGHT (DBH), WHICH EVER IS GREATER.



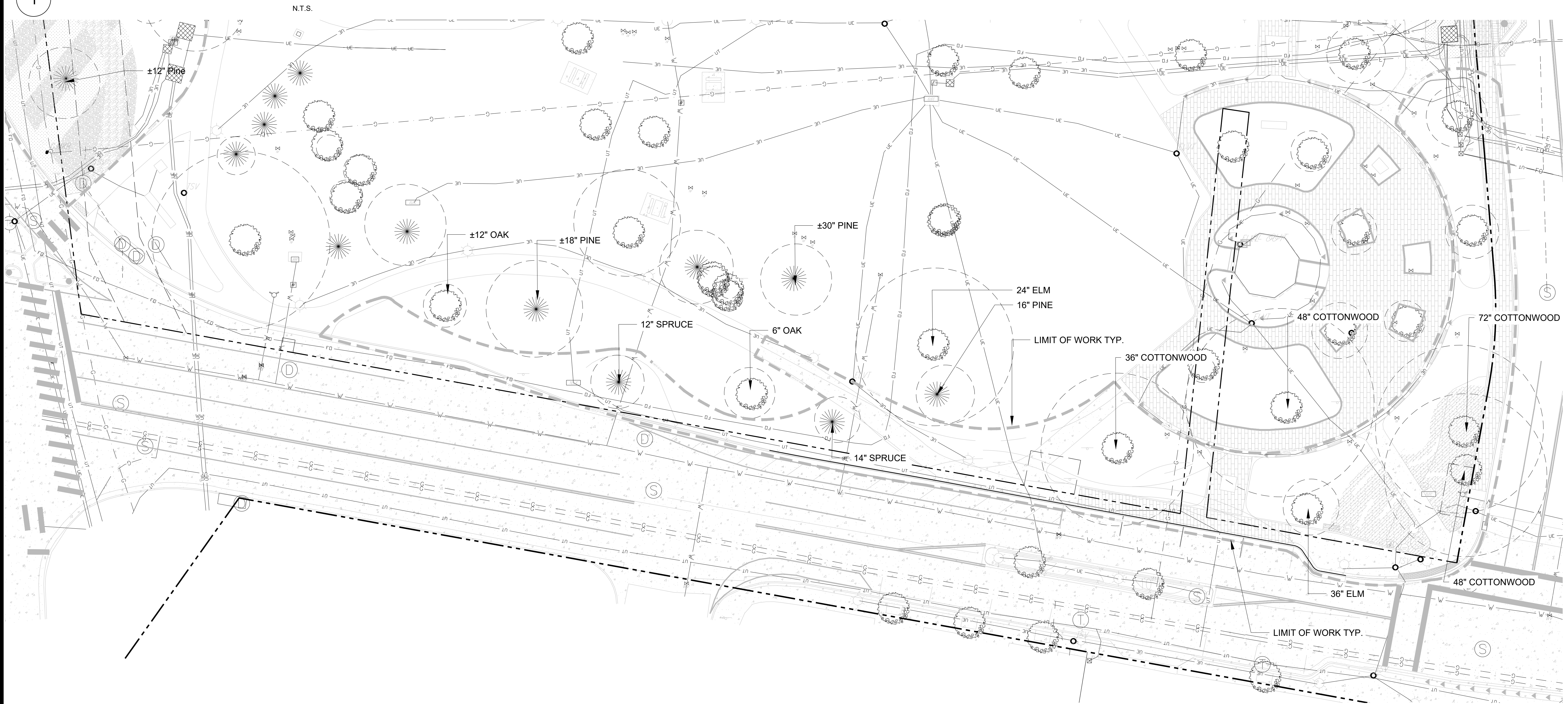
ZONE 2-LOWER CANOPY PROTECTION,
CONTACT THE CITY FORESTER IF ANY
PRUNING IS NEEDED PRIOR TO WORK IF
POTENTIAL FOR DAMAGE EXISTS.

ZONE 3-TRUNK PROTECTION
REQUIRED IF CONSTRUCTION EQPT. INVOLVED
WITHIN TEN FEET OR LESS (PERMITTED INSIDE
THE CRZ ONLY IF EQPT. IS OPERATED
EXCLUSIVELY ON EXISTING HARDSCAPE AND
NO SOIL COMPACTION TAKES PLACE).

- NOTES:
1. FENCING HEIGHT MUST BE AT LEAST 48" ABOVE GRADE.
 2. ATTACH 'TREE PROTECTION AREA' SIGNS TO FENCING EVERY 50 FEET.
 3. THE TREE PROTECTION AREA SHALL NOT BE MODIFIED OR REMOVED PRIOR TO CONSENT OF THE CITY FORESTER.
 4. MATERIALS, DEBRIS, EQUIPMENT AND SITE AMENITIES SHALL NOT BE STORED WITHIN THE TREE PROTECTION AREA.
 5. ENTRANCE TO THE TREE PROTECTION AREA IS NOT PERMITTED WITHOUT CONSENT OF THE OWNER'S REPRESENTATIVE.
 6. IT IS UNDERSTOOD THAT SUBSTANTIAL PORTIONS OF SOME EXISTING TREE DRIP LINES ARE WITHIN THE WORK LIMITS OF THIS PROJECT. CONTRACTOR TO TAKE EXTREME CARE AND EFFORT TO PROTECT THESE EXISTING TREES TO THE BEST EXTENT POSSIBLE.

ZONE 1-ROOT PROTECTION
ANY DIGGING EXCAVATING, TRENCHING,
CHANGING OF GRADE OR OTHER ACTIONS
THAT MAY POTENTIALLY IMPACT THE ROOTING
ENVIRONMENT MUST BE AUTHORIZED BY THE
CITY FORESTER PRIOR TO WORK.
COMMENCEMENT. WORK WITHIN THE CRZ
MUST TAKE PLACE IN ACCORDANCE WITH THE
CONDITIONS ESTABLISHED BY THE CITY
FORESTER.

1 TREE PROTECTION DETAIL



- NOTES:
1. ALL HATCHED TREES ON PLAN TO RECEIVE TREE PROTECTION. RE 1/1.0
 2. PRESERVE AND PROTECT ALL TREES WITHIN WORK LIMITS TO THE BEST EXTENT POSSIBLE.

SCALE: 1"=20'-0"
0 10 20 40 60 NORTH

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O'BRIEN PARK L1 SITE PLAN DOCUMENTS PARKER , COLORADO

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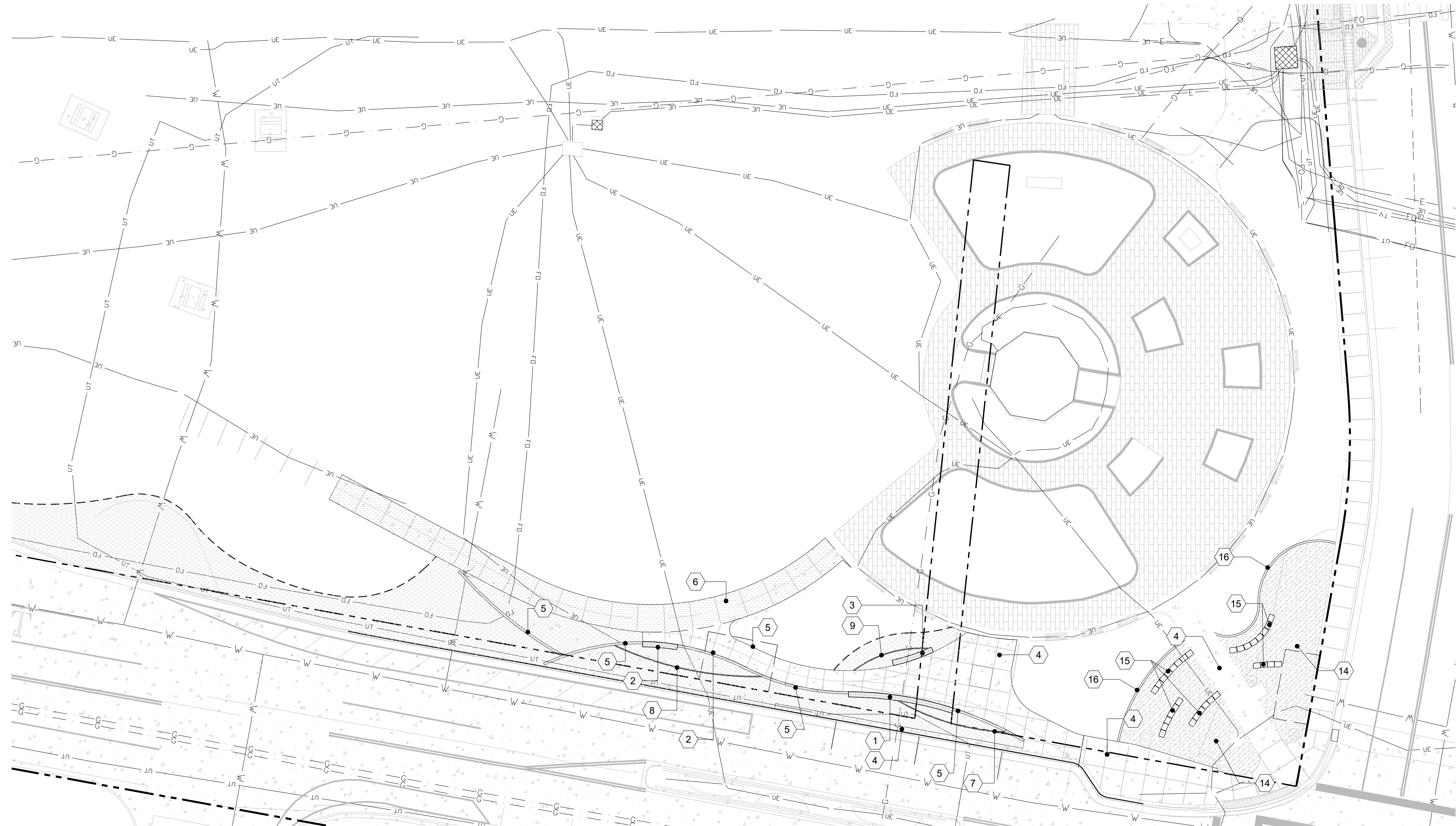
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TREE
PROTECTION
PLAN

Sheet Number

L1.1



LANDSCAPE DETAIL KEY NOTE PLAN

REFERENCE NOTES SCHEDULE

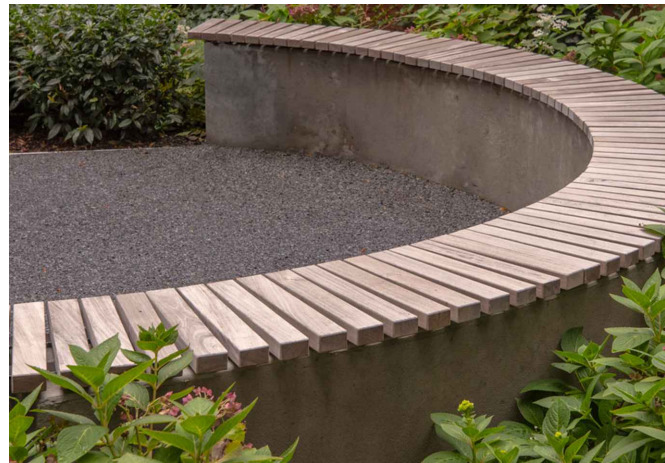
SYMBOL	DESCRIPTION	DETAIL
1	WALL TOP BENCH 1	COMPOSITE WOOD WITH STEEL FRAME
2	WALL TOP BENCH 2	COMPOSITE WOOD WITH STEEL FRAME
3	WALL TOP BENCH 3	COMPOSITE WOOD WITH STEEL FRAME
4	COLOR CONCRETE	DAVIS COLOR 160-SUNSET ROSE
5	CAST IN PLACE CONCRETE WALL	GRAY CONCRETE- SMOOTH FINISH
6	GRAY CONCRETE	GRAY CONCRETE - MEDIUM BROOM FINISH
7	STEEL PANEL 1	CORTEN STEEL
8	STEEL PANEL 2	CORTEN STEEL
9	STEEL PANEL 3	CORTEN STEEL
10	SEAT WALL / PLANTER 1	GRAY CONCRETE- SMOOTH FINISH
11	SEAT WALL / PLANTER 2	GRAY CONCRETE- SMOOTH FINISH
12	STEEL PANEL 4	CORTEN STEEL
13	STEEL PANEL 5	CORTEN STEEL
14	CRUSHER FINES	RED BREEZE
15	BOULDER SEAT WALL	ROUGH CUT BOULDER BLOCK - BUFF IN COLOR- MATCH EXISTING AT O'BRIEN PARK PLAYGROUND
16	CONCRETE CURB	CURB TO BE STANDARD GREY CONCRETE

NOTES:

- ALL WALLS TO BE POURED IN PLACE CONCRETE.
- CONCRETE FORMS TO BE APPROVED BY TOWN OF PARKER STAFF AND LANDSCAPE ARCHITECT PRIOR TO POURING CONCRETE.
- WALL CONCRETE TO BE ARCHITECTURALLY SMOOTH CONCRETE.
- COLOR CONCRETE WALKS/PLAZA TO BE DAVIS COLOR 160- SUNSET ROSE WITH A LIGHT BROOM FINISH.
- WALKS NOT CALLED OUT AS COLOR CONCRETE TO BE STANDARD GRAY WITH MEDIUM BROOM FINISH.
- FOLLOW JOINTING PLAN PROVIDED ON SHEET- TBD.
- BENCH, BIKE RACK, AND TRASH RECEPTACLE AT CORNER OF MAINSTREET AND VICTORIAN TO BE RELOCATED- COORDINATE WITH TOWN STAFF.



CORTEN STEEL



WALL TOP BENCH- COMPOSITE WOOD

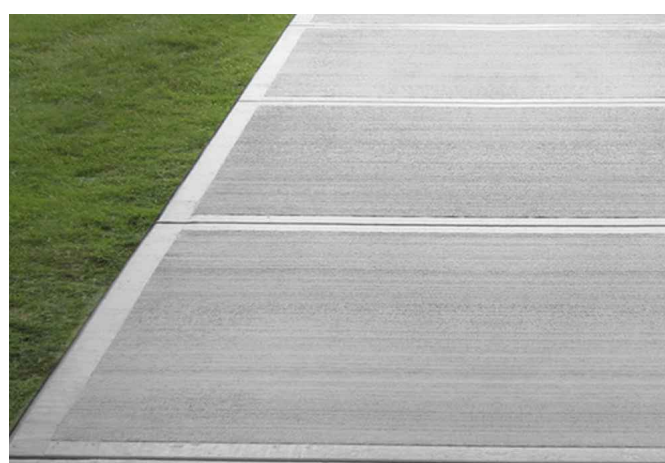


GRAY CONCRETE WALL - SMOOTH FINISH

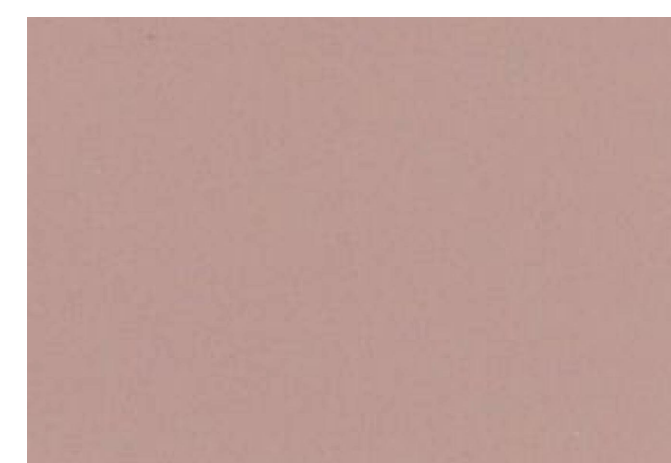


BOULDER SEAT WALL

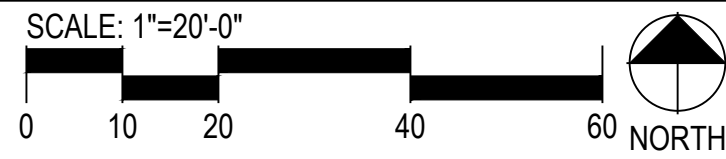
MATERIAL EXAMPLES OR EQUAL



STANDARD GRAY CONCRETE - MEDIUM BROOM FINISH

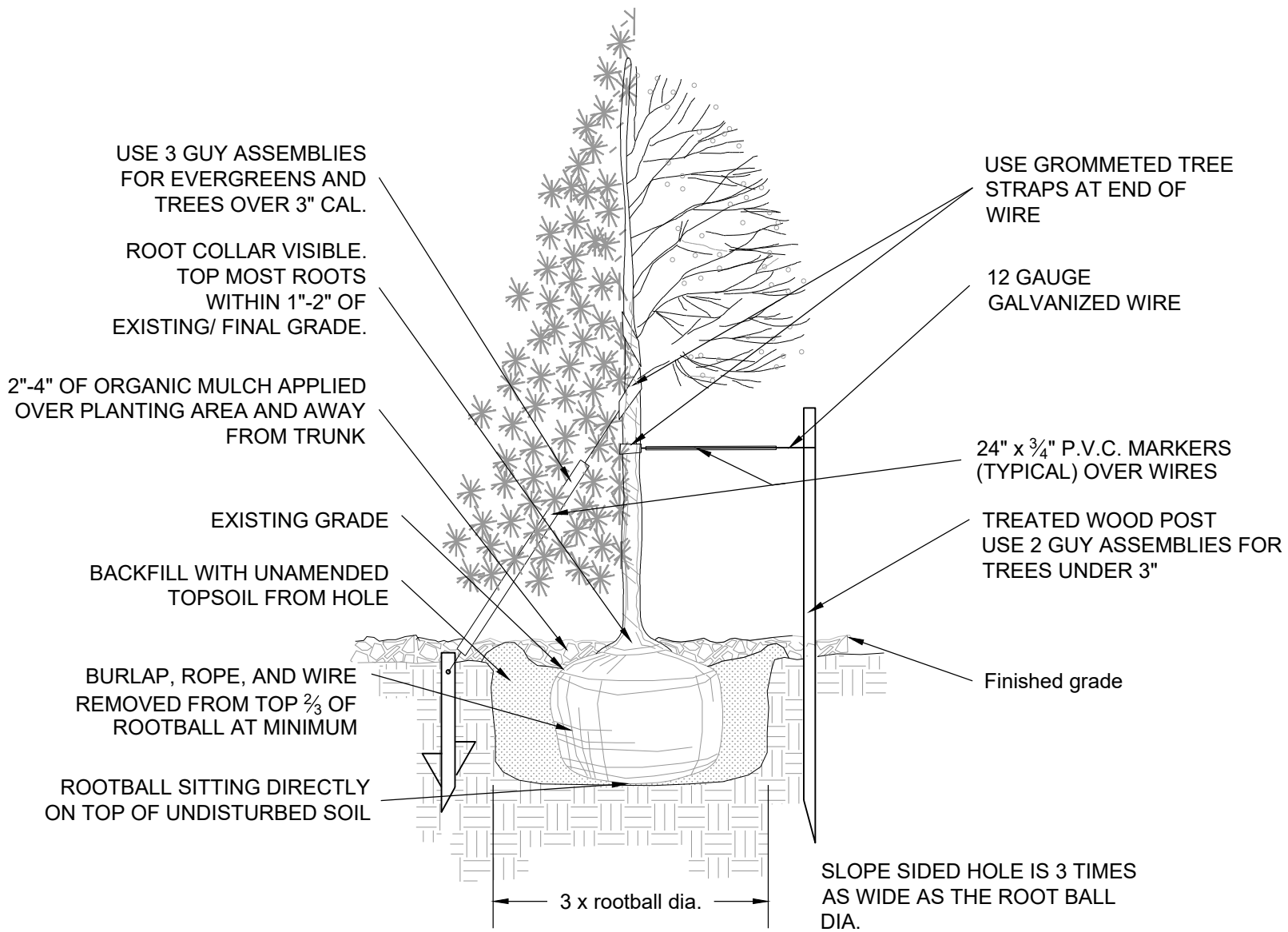


DAVIS CONCRETE COLOR - SUNSET ROSE



Notes:

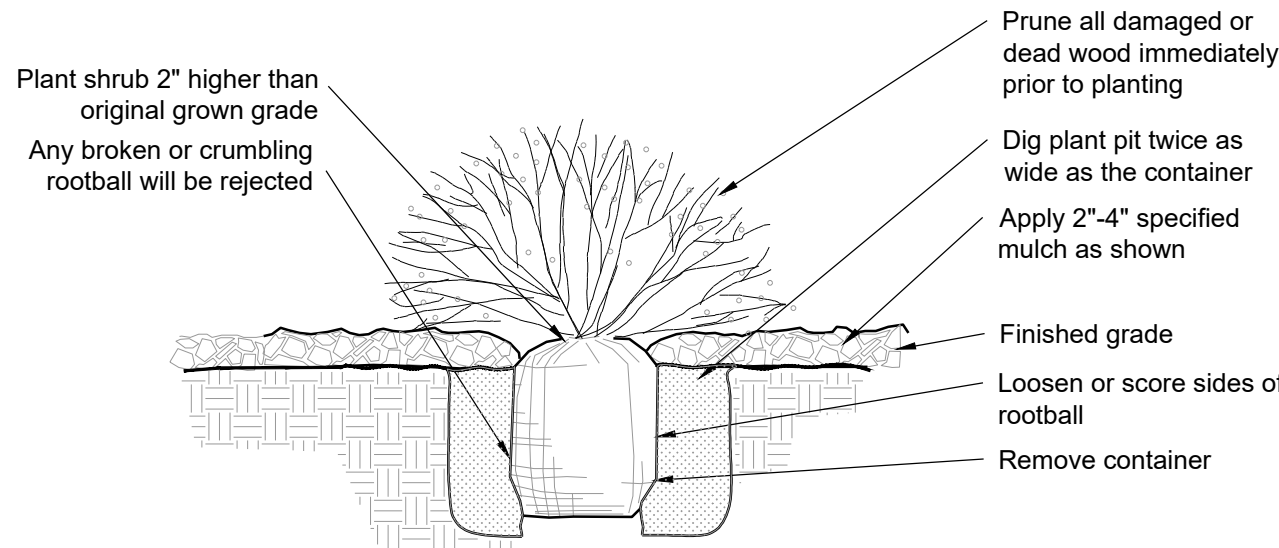
- Broken or crumbling rootballs will be rejected. Removing the containers will not be an excuse for damaged rootballs.
- Prune all dead or damaged wood after planting.



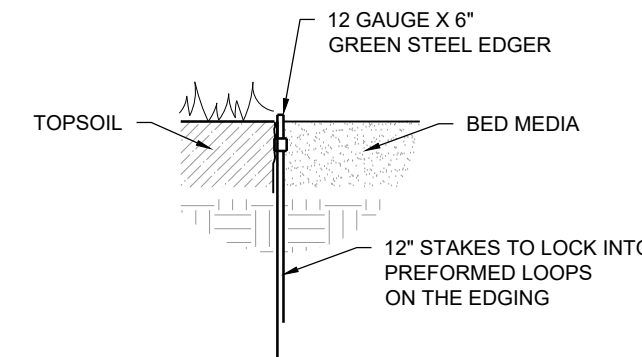
1 TREE PLANTING DETAIL

Notes:

- Backfill and water-in thoroughly.
- Broken or crumbling rootballs will be rejected. Removing the containers will not be an excuse for damaged rootballs.



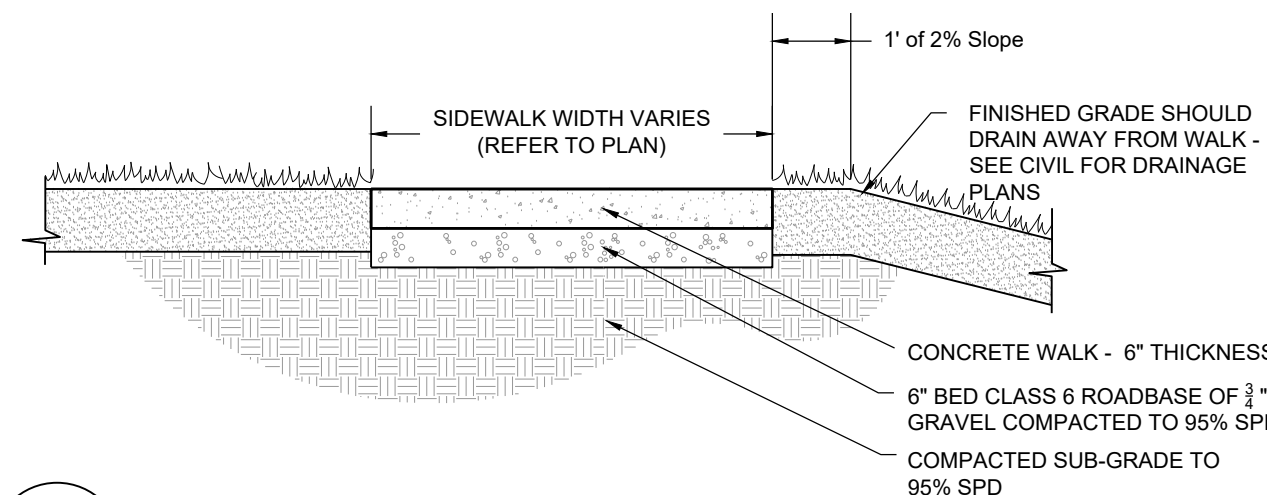
2 SHRUB PLANTING DETAIL



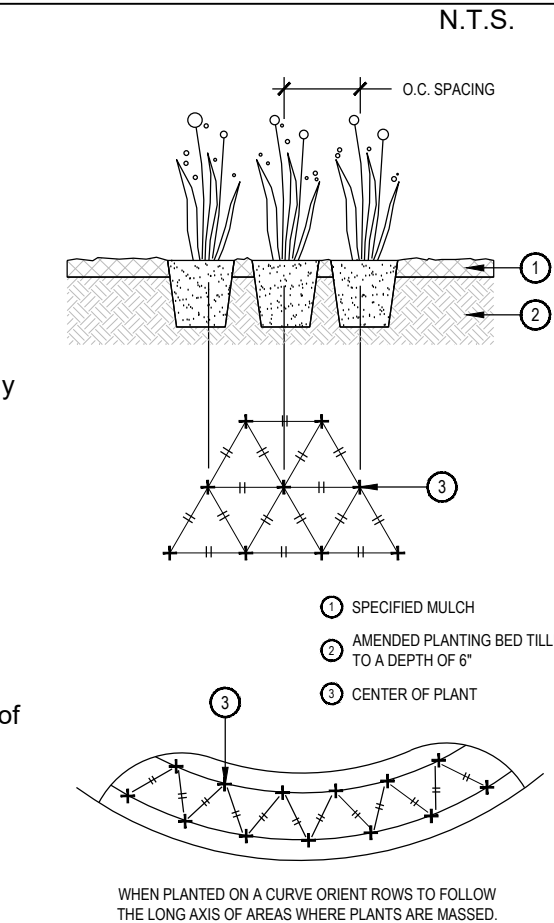
3 STEEL EDGER DETAIL

NOTES:

- THE "AMERICANS WITH DISABILITIES ACT" REQUIRES THAT ACCESS RAMPS AND SIDEWALKS CONFORM TO ALL FEDERAL GUIDELINES. EXCEPTIONS TO THE REQUIREMENTS IN THIS DRAWING OR FIELD MUST BE APPROVED BY THE ENGINEER AND MUST COMPLY WITH ADA.
- CONCRETE STRENGTH SHALL BE MINIMUM OF 4500 PSI @ 28 DAYS
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE THROUGHOUT THE SITE SEE CIVIL PLANS FOR DRAINAGE.
- THE CONTRACTOR WILL PROVIDE A JOINT PLAN TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.



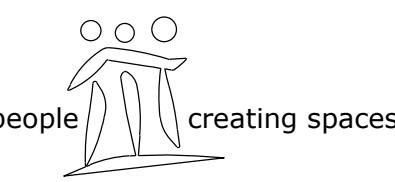
4 CONCRETE WALK/PLAZA



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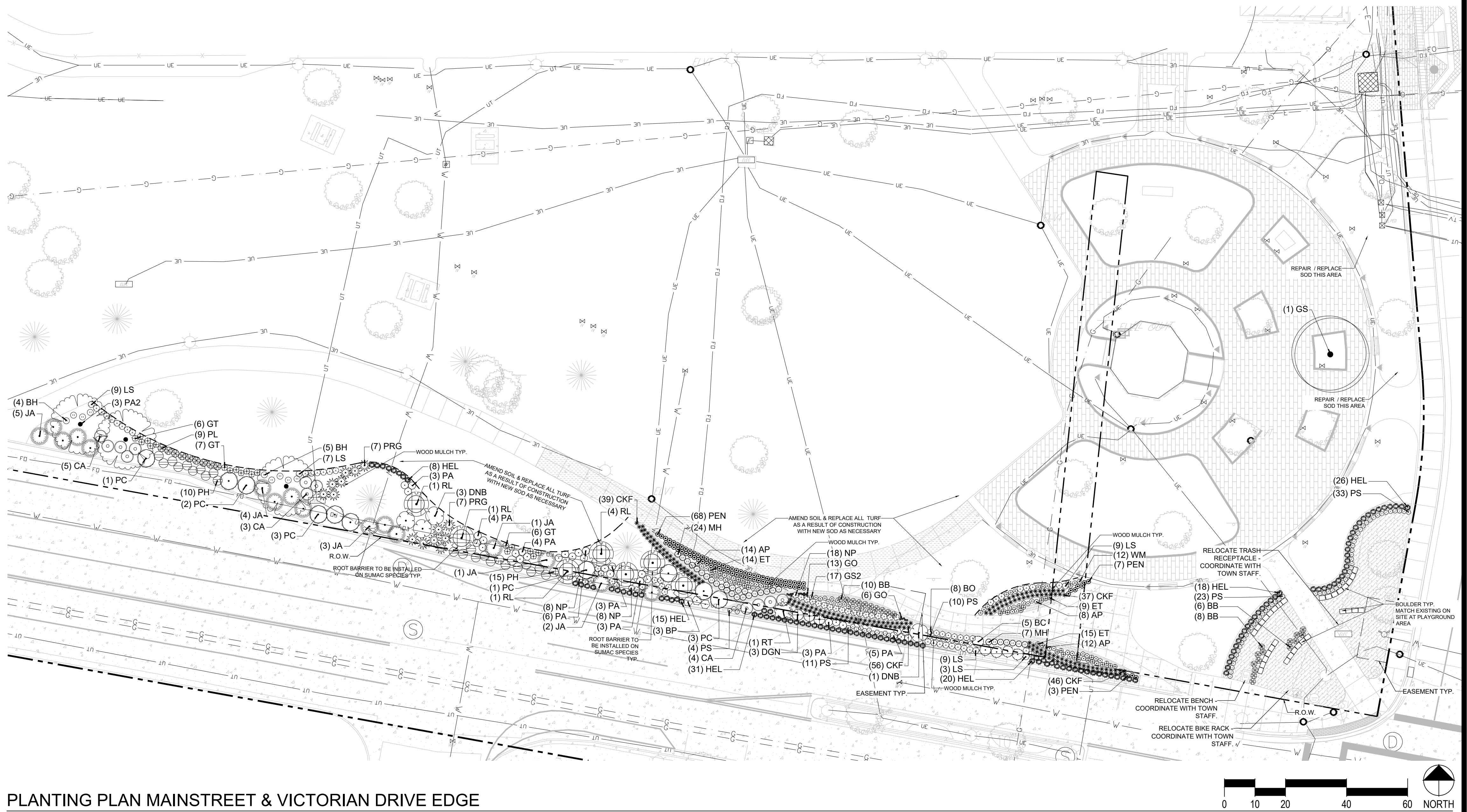
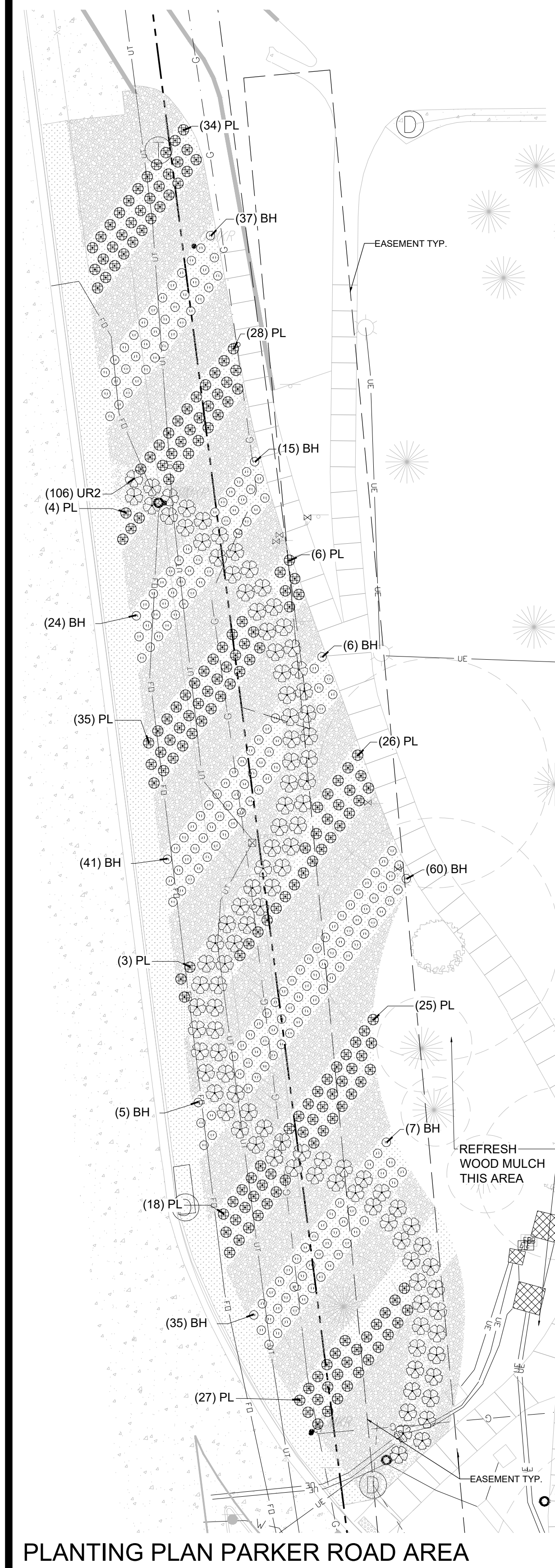
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MATERIALS &
DETAIL
PLAN

Sheet Number

L1.2



PLANTING PLAN MAINSTREET & VICTORIAN DRIVE EDGE

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	ANNUALS/PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	GROUND COVERS	CODE	QTY	BOTANICAL NAME
GS	2	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	AP2	68	Achillea millefolium 'Pink Grapefruit'	Tutti Frutti Grapefruit Common Yarrow	1 gal / Flat		NR	4,471 sf	3/4" Colorado Rose Rock
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	AP3	34	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	3 gal				
PA2	6	Pyrus calleryana 'Autumn Blaze'	Autumn Blaze Pear	B & B	ET	76	Artemisia x 'Powis Castle'	Powis Castle Artemisia	1 gal				
PL2	3	Pyrus calleryana 'Chanticleer'	Chanticleer Callery Pear	B & B	ET2	74	Echinacea tenesseeensis	Tennessee Coneflower	1 gal				
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	GO	38	Echinacea x 'Tomato Soup'	Tomato Soup Coneflower	1 gal				
BO	16	Berberis thunbergii 'Orange Rocket'	Orange Rocket Barberry	5 gal	GP	28	Galium odoratum	Sweet Woodruff	1 gal / Flat				
BH	478	Berberis thunbergii 'Helmond Pillar'	Helmond Pillar Japanese Barberry	5 gal	GS2	34	Gaura lindheimeri 'Pink Cloud'	Pink Cloud Gaura	1 gal				
BC	10	Berberis thunbergii Burgundy Carousel	Burgundy Carousel	5 gal	SA	83	Gaura lindheimeri 'Summer Breeze'	Summer Breeze Whirling Butterflies	1 gal				
BP	6	Buddleia davidii 'Purple Haze'	Purple Haze Butterfly Bush	2 gal	EVERGREEN SHRUBS	QTY	Sedum x 'Angelina'	Angelina Sedum	1 gal				
DBB	57	Buddleia x 'Blue Chip'	Dwarf Blue-Purple Butterfly Bush	5 gal	JA	48							
CI2	48	Cornus sericea 'Isanti'	Isanti Red Twig Dogwood	5 gal									
CA	80	Cornus stolonifera 'Arctic Fire'	Arctic Fire Dogwood	5 gal									
UR2	212	Diervilla rivularis Kodiak Orange TM	Kodiak Orange Honeysuckle	5 gal									
GT	38	Genista tinctoria 'Royal Gold'	Royal Gold Woadwaxen	5 gal									
PA	62	Perovskia atriplicifolia	Russian Sage	5 gal									
PL	430	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	5 gal									
DGN	6	Physocarpus opulifolius 'Dart's Gold'	Yellow Ninebark	5 gal									
DNB	8	Physocarpus opulifolius 'Diablo'	Diablo Ninebark	5 gal									
PC	20	Prunus x cistena	Purple Leaf Sand Cherry	5 gal									
RHU	10	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal									
RL	14	Rhus typhina 'Lacinata'	Cutleaf Staghorn Sumac	5 gal									
RT	2	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal									
LS	74	Spiraea japonica 'Limemounds'	Limemound Spiraea	5 gal									
WM	61	Weigela florida 'Midnight Wine' TM	Weigela	2 gal									

PLANTING PLAN PARKER ROAD AREA

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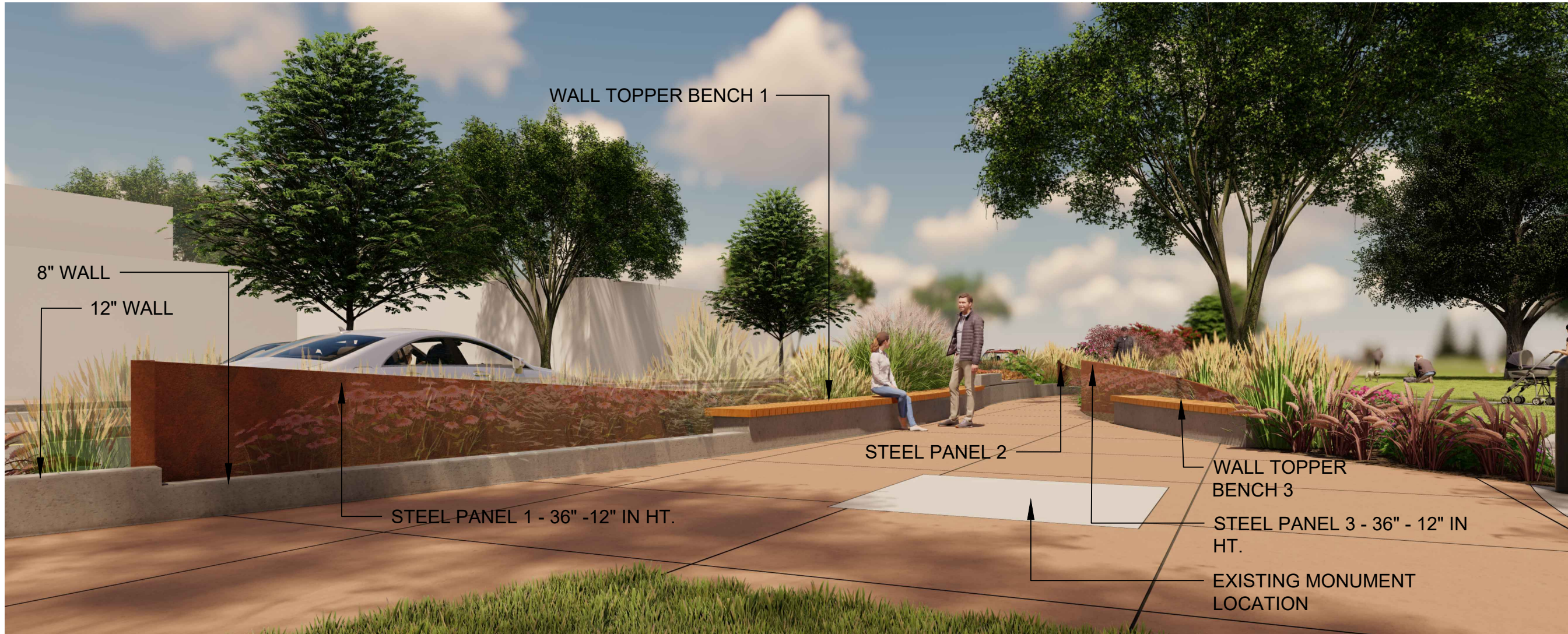
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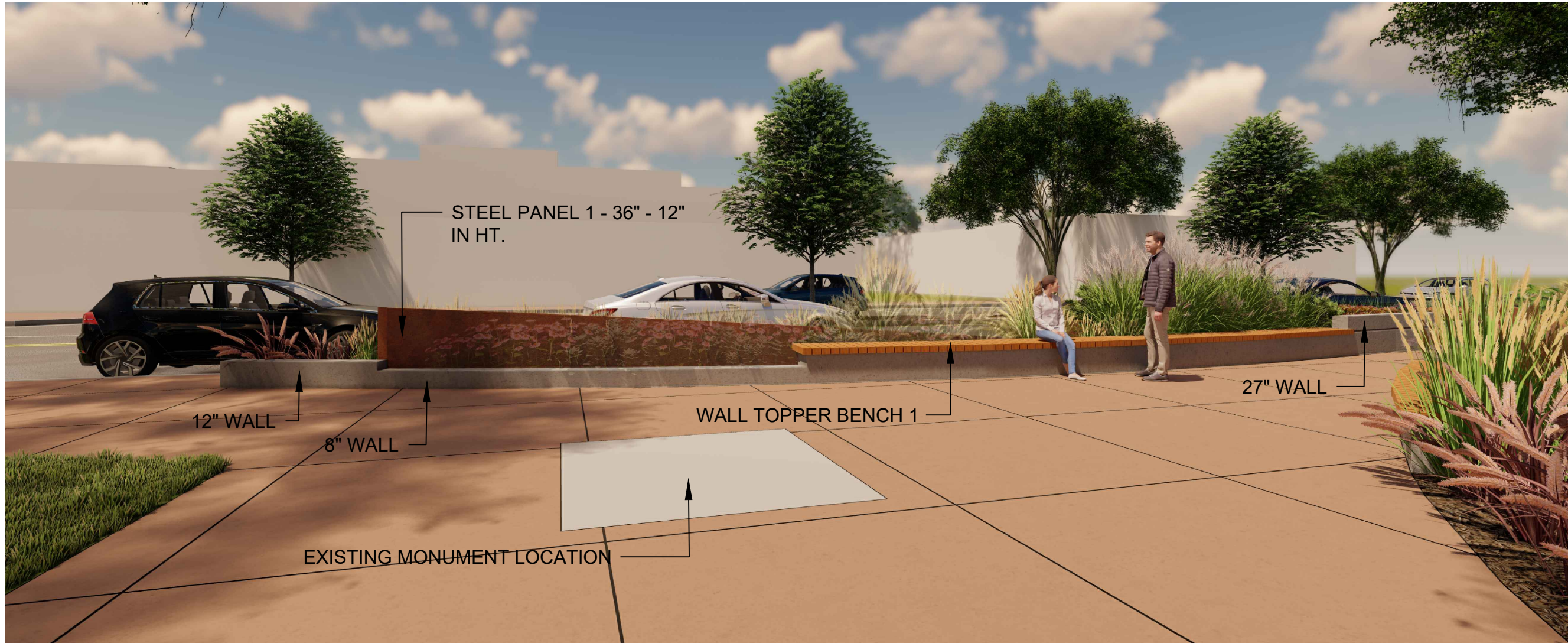
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L1.3



1 PERSPECTIVE LOOKING WEST - MAINSTREET EDGE

N.T.S.



2 ELEVATION - EAST SECTION OF MAINSTREET EDGE

N.T.S.



3 ELEVATION - WEST SECTION OF MAINSTREET EDGE

N.T.S.



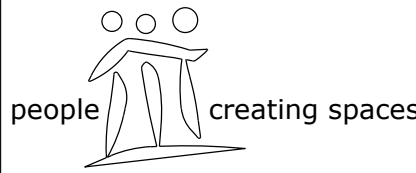
4 PERSPECTIVE - PARKER ROAD EDGE

N.T.S.

NOTES:
THESE PERSPECTIVES AND ELEVATIONS
ARE FOR ILLUSTRATIVE PURPOSES. THE
INTENT OF THESE DRAWING IS TO GIVE
THE CONTRACTOR A BETTER
UNDERSTANDING OF HOW THE WALL,
BENCHES, AND STEEL PANELS COMBINE
TO MAKE A COHESIVE EDGE ALONG THE
EDGES OF O'BRIEN PARK.

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ILLUSTRATIVE
PERSPECTIVES

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L1.4



Request for Town Council Action

Date: March 6, 2023

Submitted By: Ashley Chasez, Planner I
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RAY J. HARVIE OPEN SPACE - SITE PLAN**

Applicant: Town of Parker

Location: North of Mainstreet and Canterbury Parkway

Department: Community Development, Ashley Chasez

TRAKiT No.: SP22-099

EXECUTIVE SUMMARY

The applicant, the Town of Parker, is proposing a site plan for public access to the Harvie Open Space with improvements that include a trail(s), shade shelter, bathroom and parking lot. The subject property is located at the eastern limit of the Town on the north side of the intersection of Mainstreet and Canterbury Parkway.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property, known as the Harvie Open Space, is a 71.06 acre parcel that is undeveloped and preserved as open space through an existing conservation easement held by the Douglas Land Conservancy. The conservation easement runs with the land, permits minimal improvements, and is intended to protect the open space character and natural resource values of the property. The improvements permitted by the conservation easement include limited trails, signage, parking, and amenities.

The Town of Parker acquired the property from Douglas County in 2017 for no cost with the Town committing to act as the steward of the preserved open space. The Town annexed the property in 2018 with OS-Open Space zoning to guide future use. The Parks, Recreation and Open Space Department conducted a public participation process in 2017 to obtain input from residents about the types of future improvements they would like the Town to make at the Harvie Open Space. In follow-up, the Department prepared a conceptual master plan for the property in 2018 that was approved by the Town Council.

The approved conceptual master plan for the Harvie Open Space is being implemented by the proposed Site Plan application. The Site Plan identifies the improvements that will enable public access to the Harvie property. They include a looped walking path with educational features,

shaded seating, a vault bathroom(s), and a gravel off-street parking lot.

Staff has determined that this application is consistent with the Parker 2035 Master Plan and in compliance with the OS-Open Space zoning.

On February 23, 2023, the Planning Commission recommended the Town Council approve the Ray J. Harvie Open Space Site Plan subject to the following condition:

- The addition of wildlife proof trash receptacles be included in the site plan.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

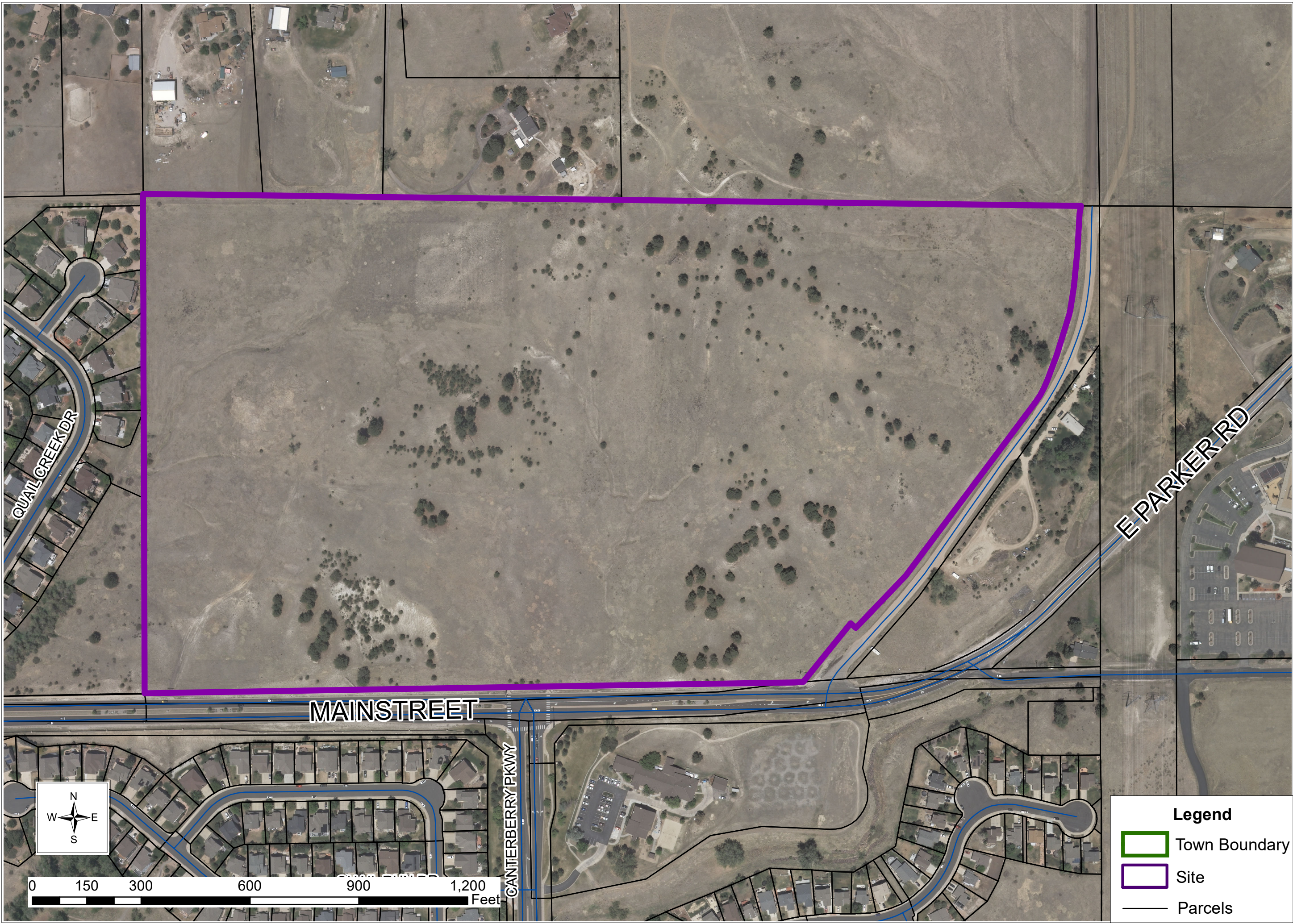
1. Harvie Vicinity Map
2. PC Staff Report Final
3. Final Approved Plan 2.1.22

RECOMMENDED MOTION

I move to approve the Ray J. Harvie Open Space Site Plan based on staff findings with the following condition: all trash receptacles provided within the open space shall be wildlife-proof.

SP22-099 Harvie Open Space

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 2/23/2023

Town Council Date: 3/6/2023

Hearing Type: Public Hearing
Ray J. Harvie L1 Open Space Site Plan
SP22-099

Location: North of the intersection of Mainstreet and Canterbury Parkway

Project Planner: Ashley Chasez, Planner I

Applicant: The Town of Parker

Executive Summary: The applicant, the Town of Parker, is proposing a Site Plan to improve Harvie Open Space to allow for trailhead parking, trails and a shelter. The site is located on the north side of the intersection of Mainstreet and Canterbury Parkway.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Ray J. Harvie Lot 1 Open Space Site Plan."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Ray J. Harvie Open Space Site Plan subject to the following conditions:"

-List conditions

"I move the Planning Commission recommend Town Council deny the Ray J. Harvie Open Space Site Plan as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Ray J. Harvie Open Space Site Plan to a future date."

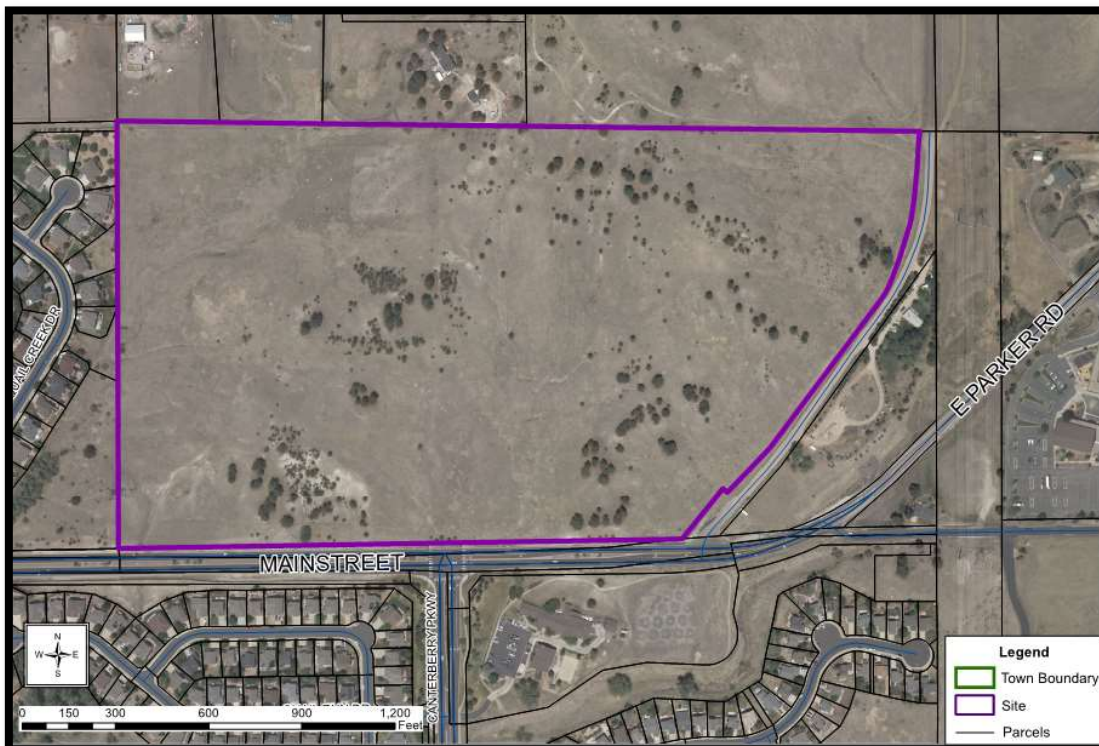
I. BACKGROUND/DISCUSSION

The subject property was annexed into the Town of Parker in 2018 and zoned Open Space. Douglas County transferred ownership to the Town in 2017. The 71.061-acre parcel is currently undeveloped and includes an existing conservation easement held by Douglas Land Conservancy. The conservation easement runs with the land and allows for minimal improvements to the site. This easement was designed to protect the long-term open space values of the property. Uses permitted per the conservation easement include soft-surface trails, interpretive signage, a gravel parking lot with up to 20 spaces, benches and tables, one restroom facility, and fencing improvements.

The Town of Parker Parks, Recreation and Open Space Department conducted a public process in 2017 to gather input from Town residents on the proposed improvements to the site. A conceptual master plan was prepared and approved by Town Council in 2018.

The proposed Site Plan improvements will allow public access to this valuable open space. The improvements include a loop walking path with educational features, covered seating, vault restrooms and off-street gravel parking.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
02/05/2018	Town Council approved Resolution 18-009 approving the Harvie Open Space Conceptional Plan.
05/10/18	The property was annexed into the Town of Parker and zoned Open Space.
05/10/18	The Ray J. Harvie Open Space Filing No. 1 Exception Plat was approved by Town Council.

III. CURRENT SITE DATA

Existing Zoning	Open Space District		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Low Density Residential		
Site Acreage	71.061		
Subdivision	Ray J. Harvie Filing No. 1		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Douglas County	Douglas County RR (Rural Residential) and A-1 (Agricultural -1) Zoning	Large Lot Single-Family Residential
South	Low Density Residential	PD - Planned Development	Mainstreet, Single-Family Detached Residential and Parker Valley Hope Rehabilitation Facility
East	Douglas County	Douglas County A-1 (Agricultural – 1) Zoning	Large Lot Single-Family Residential
West	Medium Density Residential	PD - Planned Development	Single-Family Detached Residential

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Low Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Parker 2035 Master Plan recommends this area as Low density Residential which consists of an overall gross density of 2.2 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. Supportive

	and ancillary uses such as parks and open space are appropriate in all residential character areas.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.F Land Use 1.G Land Use 1.H Land Use 1.I Land Use 1.J Natural Resource Preservation 6.B Open Space and Recreation 1 Open Space and Recreation 2 Open Space and Recreation 3
Staff Analysis	Open space, parks, trails and recreation are viewed by our citizens as our most prized amenities. The Town has not overlooked these amenities and has adopted additional documents that address open space and recreation in great detail. These additional documents are the ‘Open Space, Trails and Greenways Master Plan’ and the ‘From Values to Vision: A Strategic Action Plan for Parker’s Parks and Recreation’. These other Master Plans reflect the Town’s continued commitment to, and will help direct the future preservation of, open space and the development of trails, parks and recreational facilities. Analysis of this proposal against these additional Master Plan documents can be found below in V. Other Master Planning Documents. The proposed use of the property for open space is consistent with the Town’s Master Plan and the referenced Master Plan Goals and Strategies for Natural Resource Protection and Open Space and Recreation.

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Open Space, Trails and Greenways Master Plan Parker Parks, Recreation and Open Space Master Plan
Policies/Guidelines/Strategies	Meets the vision and goals of the Open Space, Trails and Greenways Master Plan and the Parker Parks, Recreation and Open Space Master Plan.
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A

Staff Analysis	Staff has reviewed the zoning request against the Town's Open Space, Trails and Greenways Master Plan and the Parker Parks, Recreation and Open Space Master Plan and determined the proposed Site Plan is consistent with the goals and strategies of these plans.
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VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – None Side – None Rear – None Corner – None	The proposed shade structure exceeds all setback requirements	☒ Consistent ☐ Inconsistent ☐ N/A
Density	Not permitted	No residential is proposed as part of this application.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	35 feet	Shade structure is 15 feet and 2.5 inches in height	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	71.061 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	16 new pine trees	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	20 gravel parking spaces	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The proposed Site Plan is consistent with the requirements outlined within the Open Space Zone District and Land Development Ordinance.		

VII. DESIGN REVIEW

This project is proposing improvements to the Harvie Open Space.

The proposed Site Plan will include the following improvements:

- Minimal disturbance to the site
- Soft-surface trails – 6' wide crusher fines trail, 4' mowed-in trails
- Pedestrian-only access points to the site
- Educational interpretive signage
- 20-space gravel parking (with the exception of the handicap stalls)
- Pre-fabricated vault restroom structure with ADA-accessible concrete surfacing
- Minimal site lighting – Single fixture mounted to restroom structure (14 watts on a photocell)
- Drinking fountain
- Picnic/shade shelters
- Picnic tables and benches/boulder seating
- Wood and wire fencing
- Small pedestrian bridge
- Native planting/seeding
- Removal of three pine trees in the Mainstreet road right-of-way for driveway access and construction
- Removal of four pine trees to construct the west parking lot driveway
- 16 new trees
- Minor stormwater utility improvement – Inlet & pipe

Four evergreen trees (8' and taller) will need to be removed to allow for the west driveway entrance into the parking lot. The Site Plan shows a tree conservation plan and landscape plan outlining removals and new tree locations. The plan calls for installing 16 new pine trees of various heights.

The demolition plans also include substantial fencing to limit construction activities, protect existing trees, and limit disturbance to the open space grasses throughout the property.

CORE Electrical Cooperative has existing electric lines that will need to be relocated prior to the construction of the open space improvements along the south frontage of the property. This work is being completed in the fall/winter of 2022.

VIII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

There is a parking lot proposed on the property with two access points on the south side of the property. A full movement access point at the traffic light controlled intersection of Mainstreet and Canterbury Parkway and a right in/right out access located to the east. The proposed project has a loop trail with educational signs, restrooms and covered seating. There is also an exclusive pedestrian entrance to the trail system that connects to the Mainstreet sidewalk on the west side of the property.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No comment
Fire Life Safety	No comment
Parker Police	No comment
Parker Water and Sanitation District	N/A
Cherry Creek Basin Water Quality Authority	Advisory comments - 1.The site is within the Cherry Creek Basin and falls under the requirements of Cherry Creek Basin Water Quality Authority Control Regulation 72. The Authority's Control Regulation 72 requires post-construction and Construction Best Management Practices (BMPs). 2. The proposed changes to site impervious areas is greater than 5,000 sf, and requires Tier 3 post construction BMPs (See section 72.7.2(c)(6)(i)(A) of the CR72). Please provide more information for how this development meets the CR72 requirements for Post Construction BMPs. The Town's Grading Permit and Construction Requirements will ensure that these requirements will be satisfied.
Urban Drainage	No comment
Xcel	No comment
IREA/CORE	Approved
CenturyLink	No comment
Comcast	N/A

X. CONCLUSION

The Ray J. Harvie Lot 1 Open Space Site Plan improves the site to provide a passive recreation amenity that can be accessed and enjoyed by the public. These improvements ensure that this property is preserved as an open space into the future. The proposed site plan is in compliance with the Land Development Ordinance and the conservation easement for the site. Based on this information, staff recommends Planning Commission recommend that Town Council approved the Site Plan.

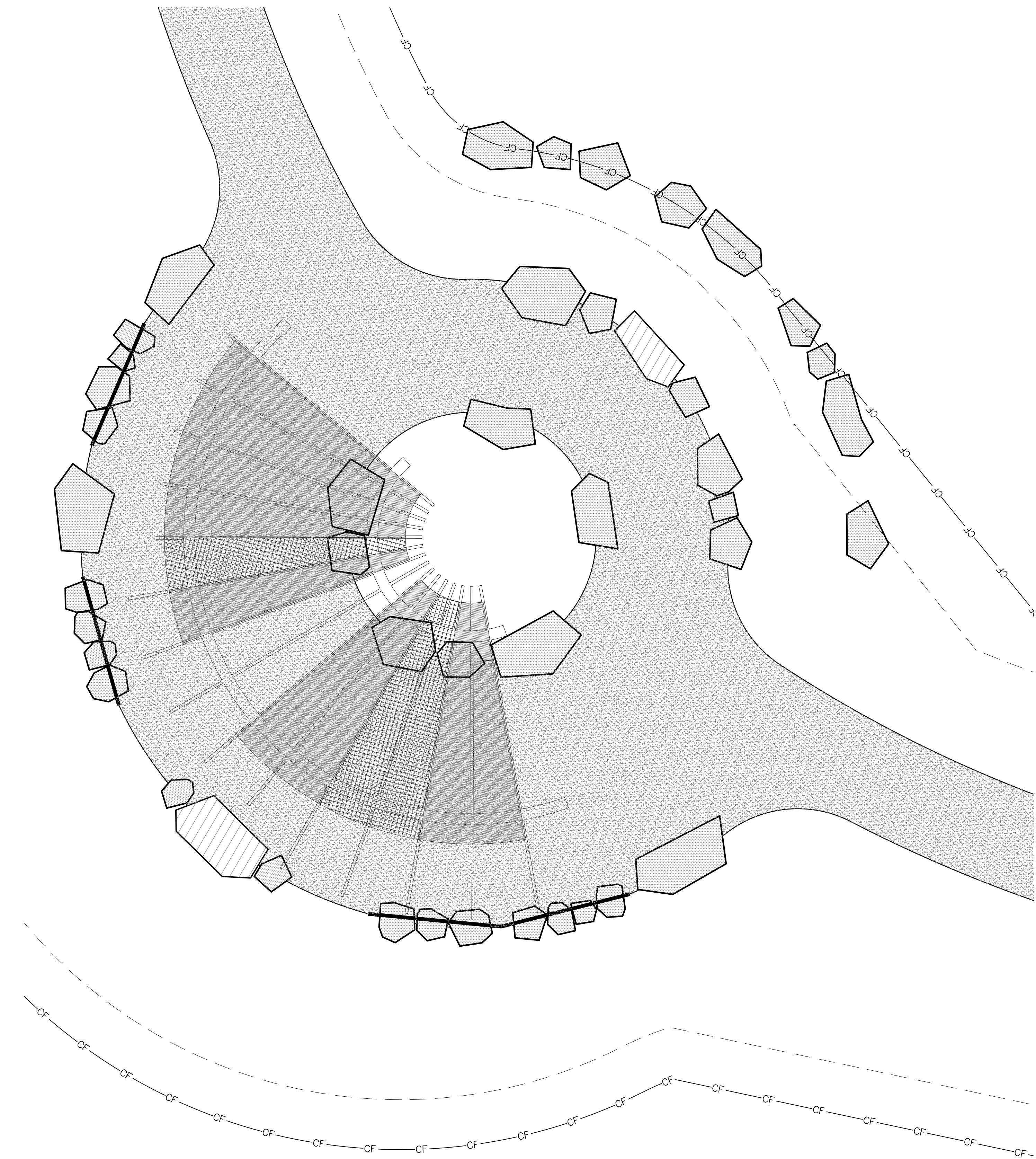
XI. RECOMMENDED CONDITIONS

None

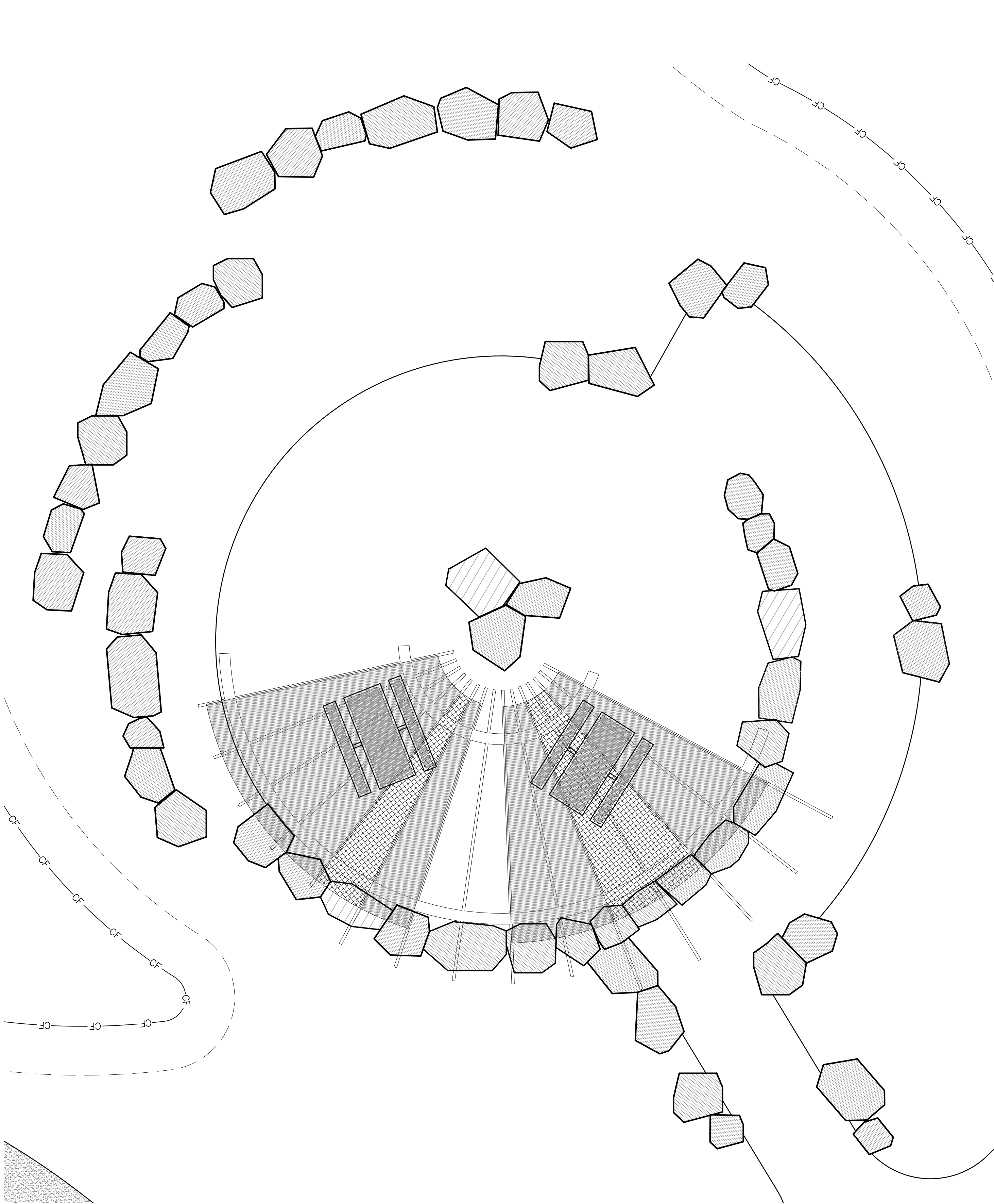
XII. ATTACHMENTS

Site Plan

Report Approved By: Bryce Matthews, Assistant Director- Planning



LOCATION A: FARMSTEAD EDUCATIONAL INTERPRETIVE AREA
FOR ORIENTATION PURPOSE



LOCATION B: LOWER SHADE SHELTER AREA
FOR ORIENTATION PURPOSE

1 LARGE SHADE SHELTER

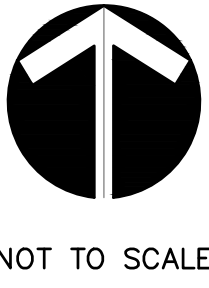


PARKER
COLORADO

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APPROVED DATE: 02/01/2023

Planning Approval By: Carolyn Parkinson



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RAY J. HARVIE OPEN SPACE

SITE PLAN SUBMITTAL

20120 East Main Street, Parker, CO 80138

PROJECT NUMBER: 17279.00
DATE: 01.11.2023

DESIGNED: MTW
DRAWN: MTW
CHECKED: MTW

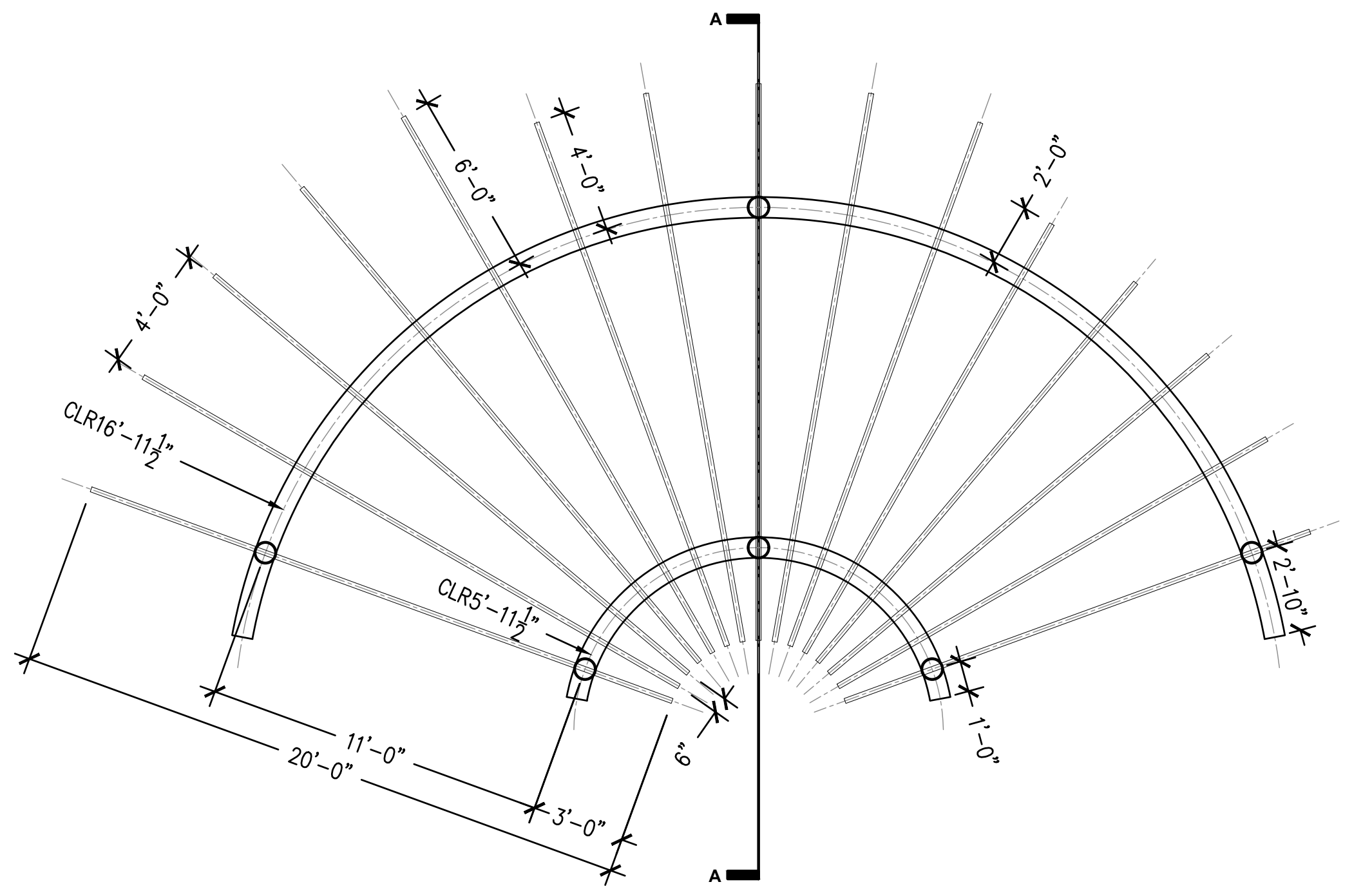
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JOB DESCRIPTION:
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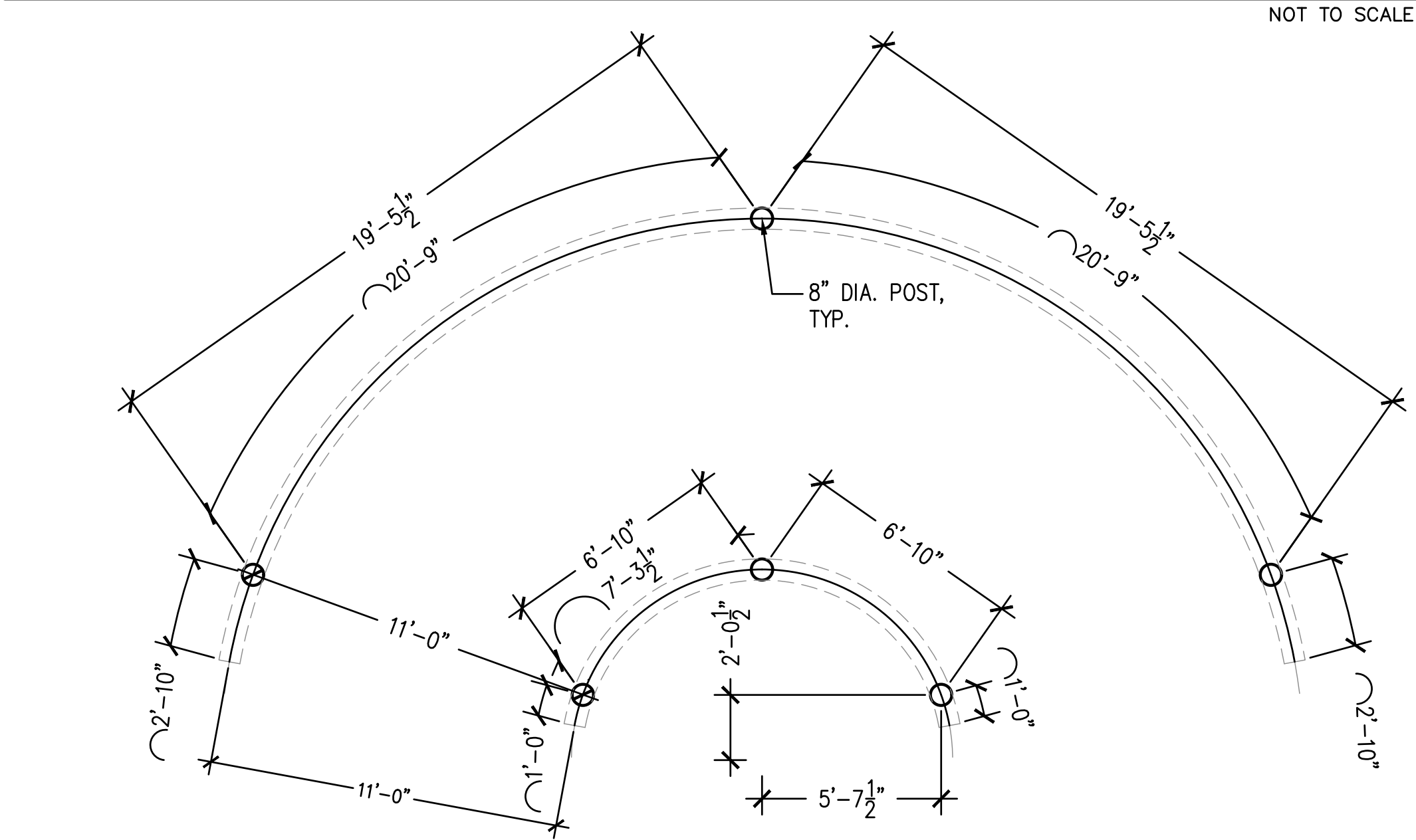
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SITE DETAILS

SCALE: AS SHOWN
SHEET NUMBER:

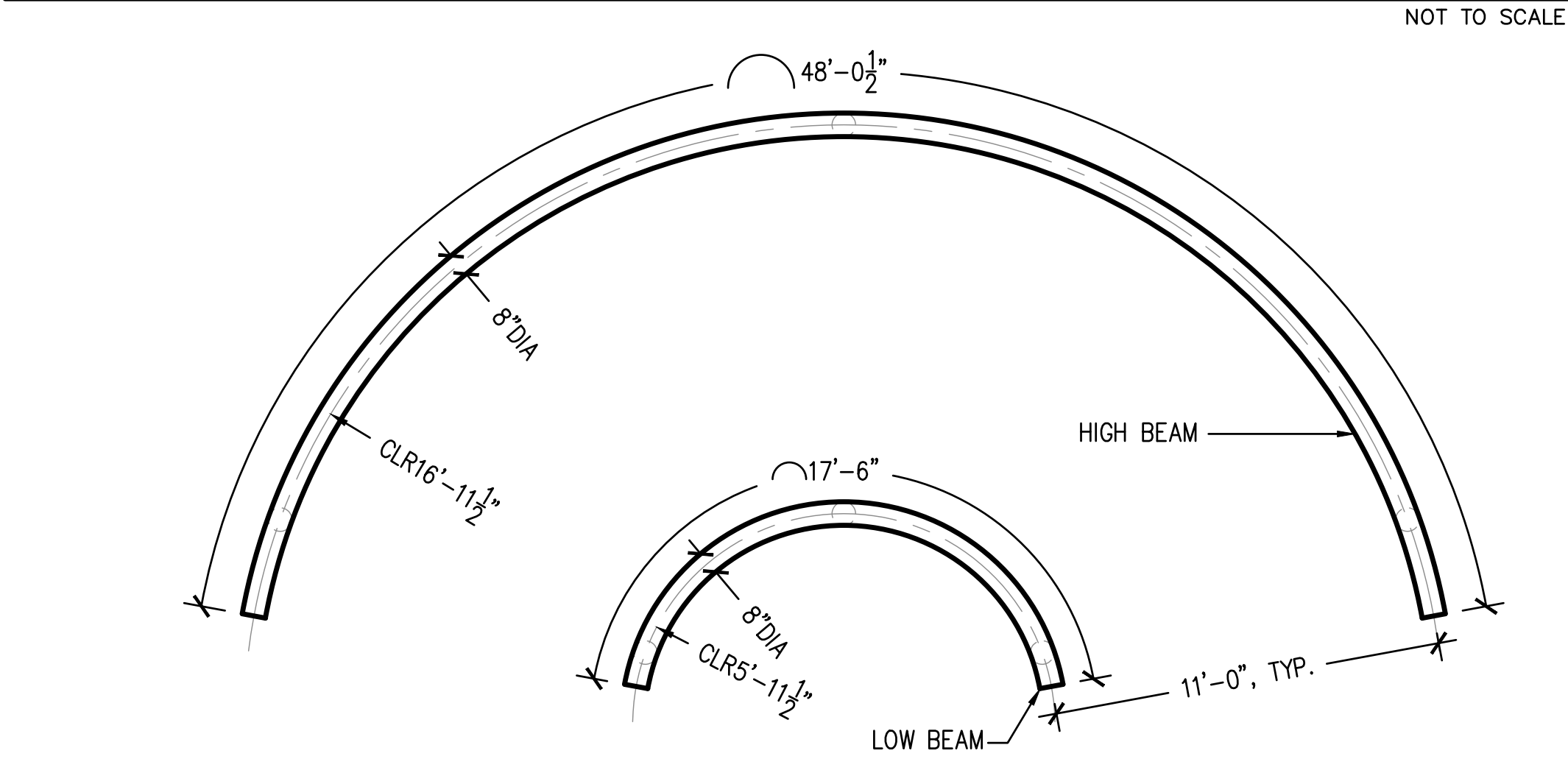
L6.6



CONTEXT PLAN



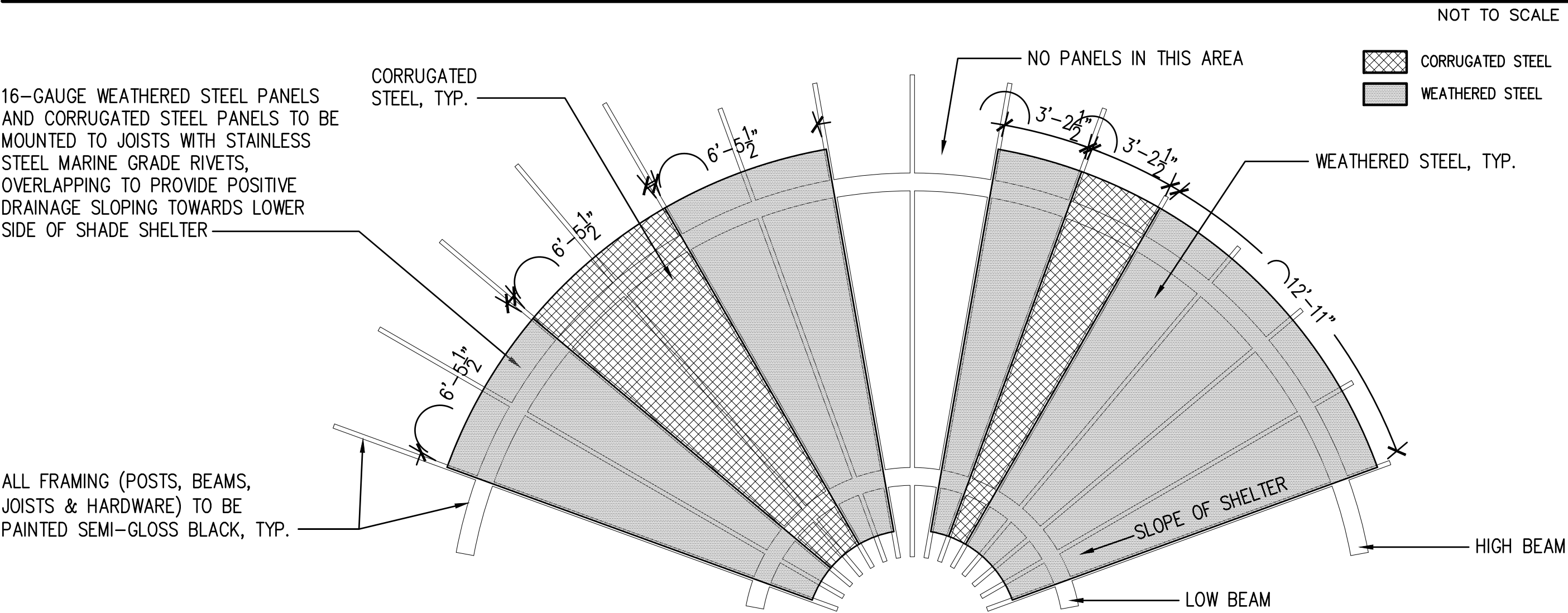
POST LAYOUT



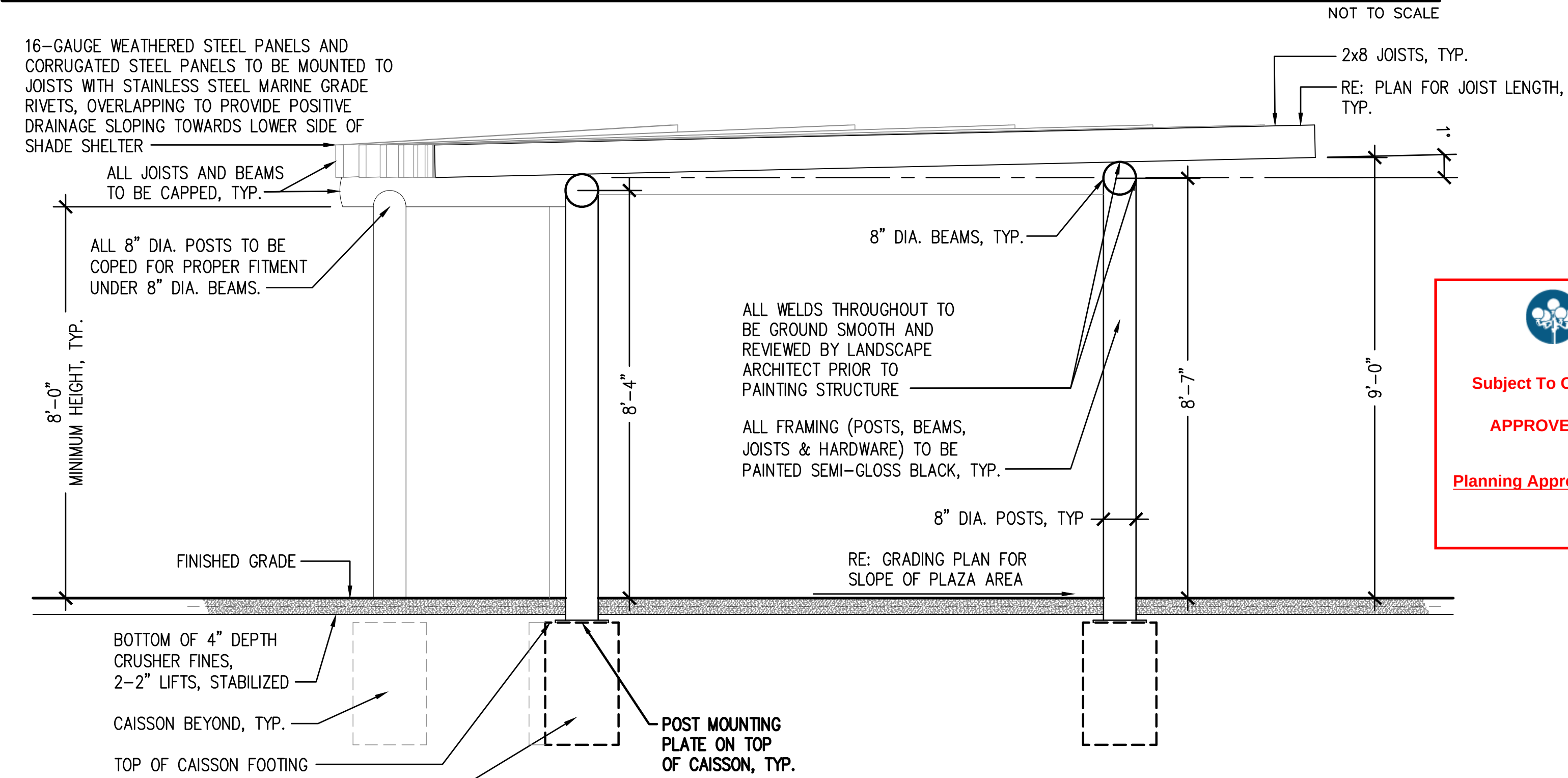
BEAM LAYOUT

NOT TO SCALE

JOIST LAYOUT



PANEL LAYOUT



SECTION A-A

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1 LARGE SHADE SHELTER

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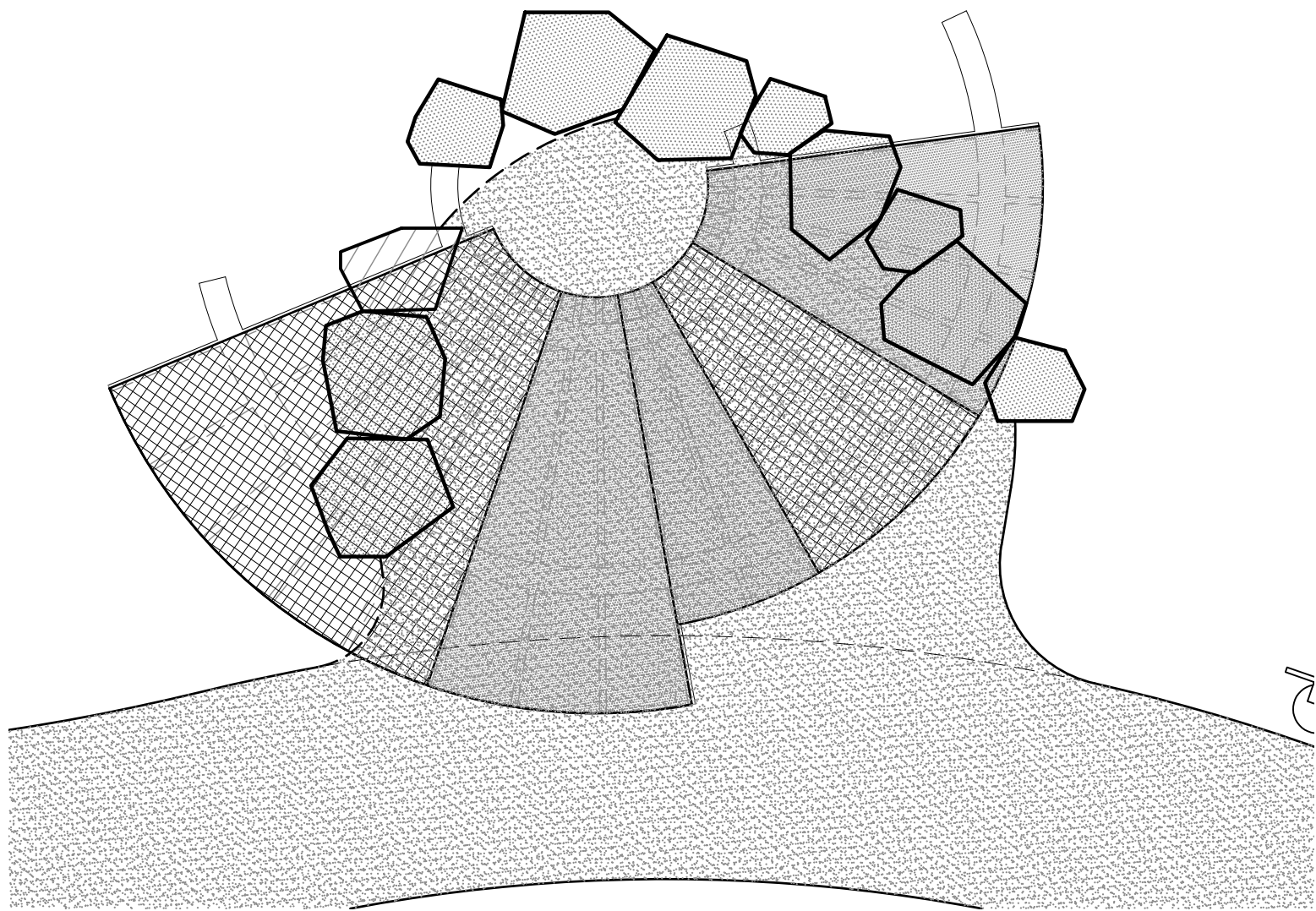
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SITE DETAILS

SCALE: AS SHOWN
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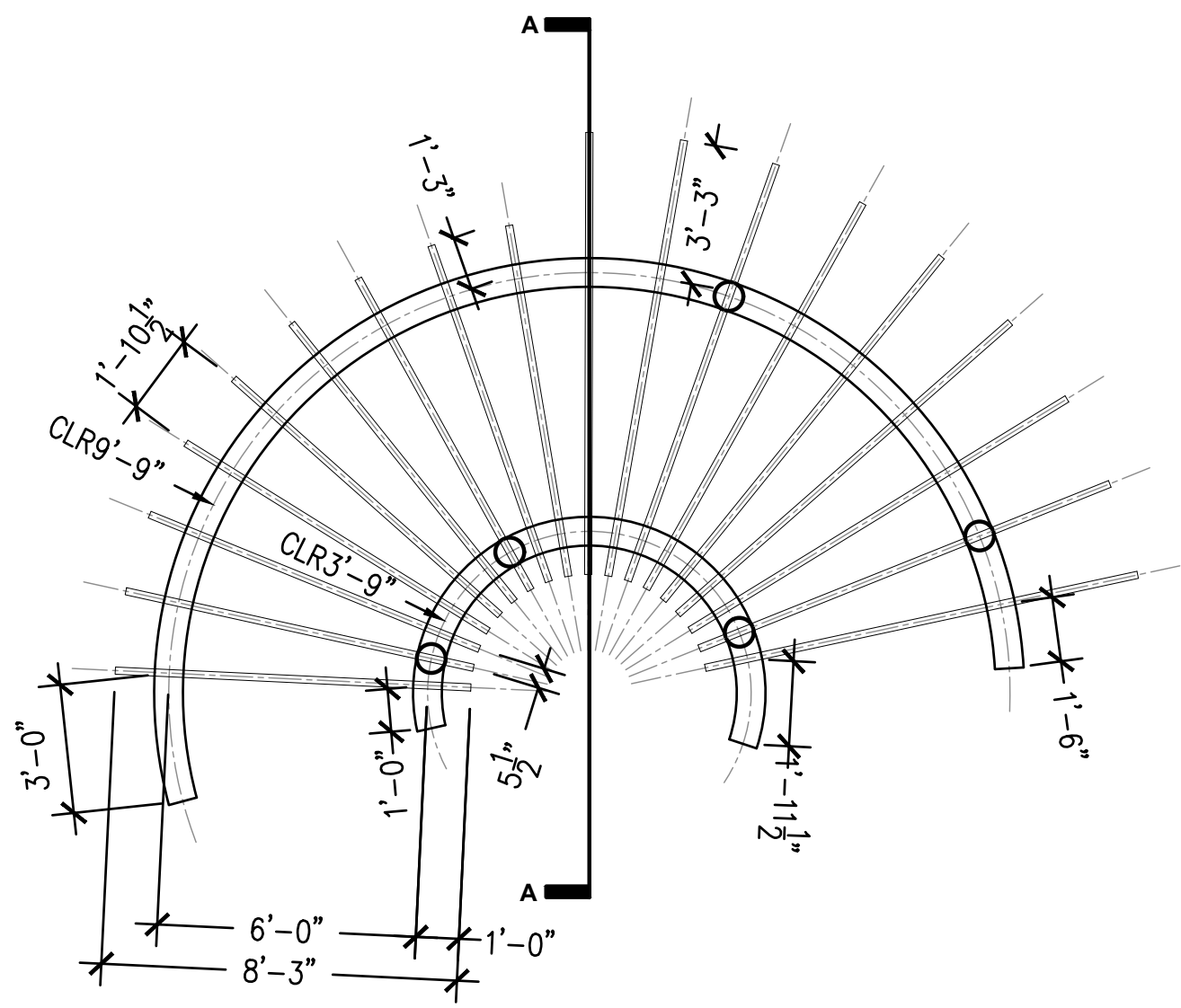


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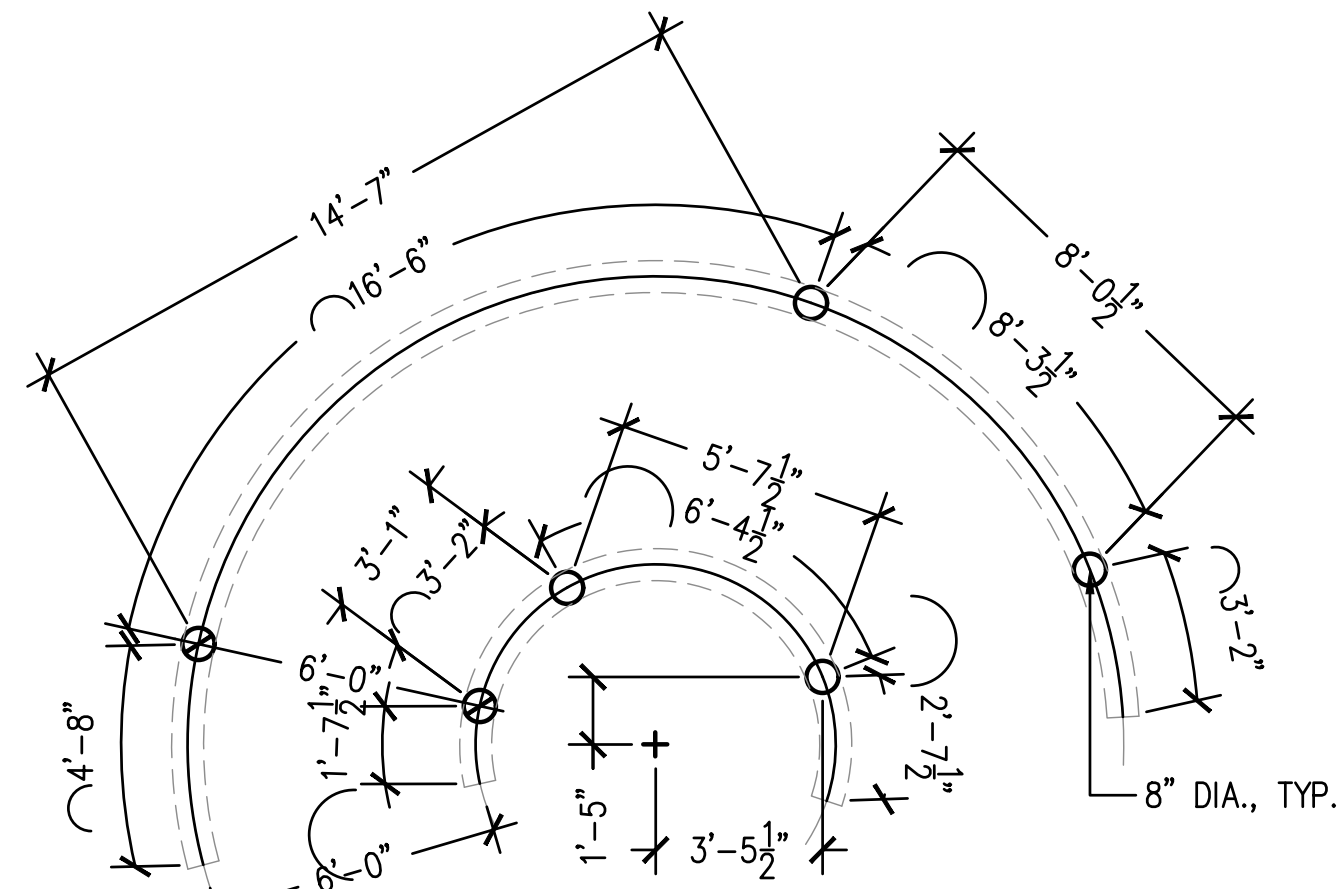
UPPER SHADE SHELTER AREA

NOT TO SCALE



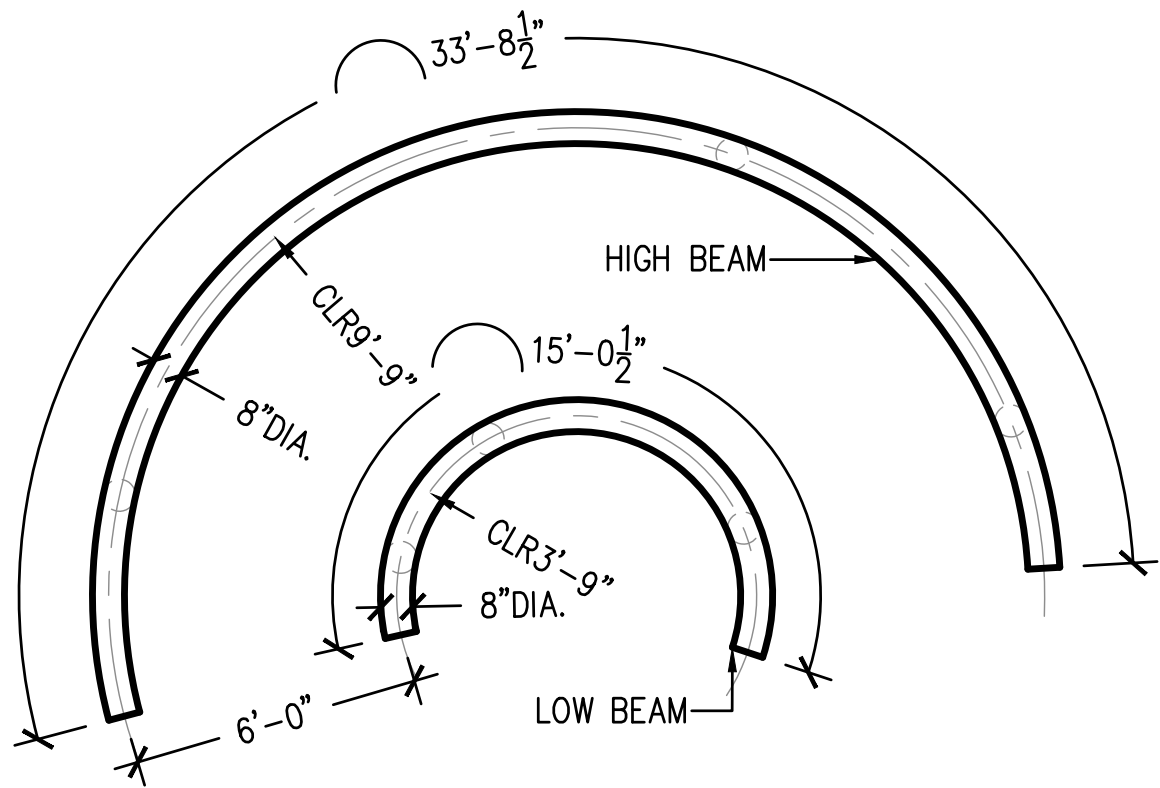
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NOT TO SCALE



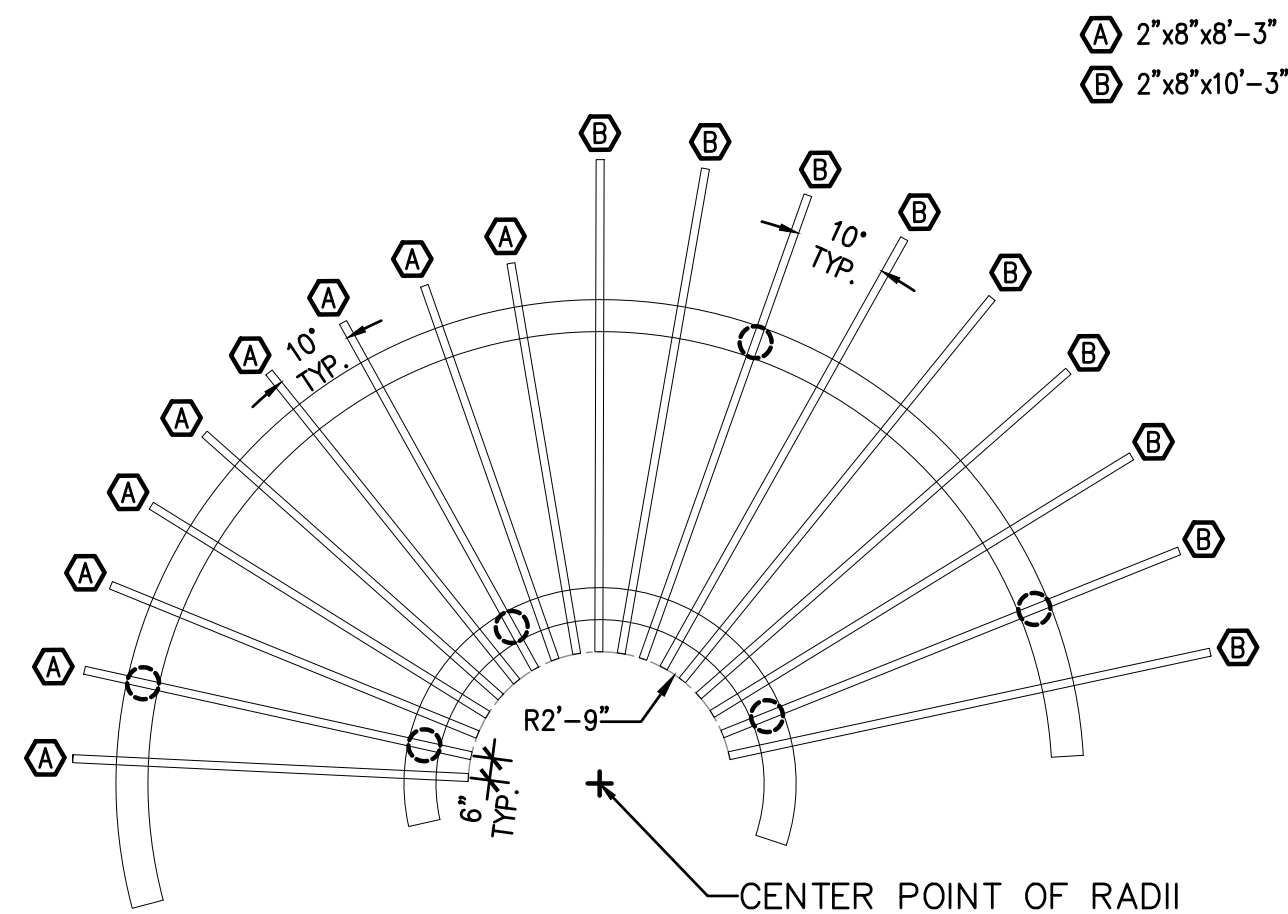
POST LAYOUT

NOT TO SCALE



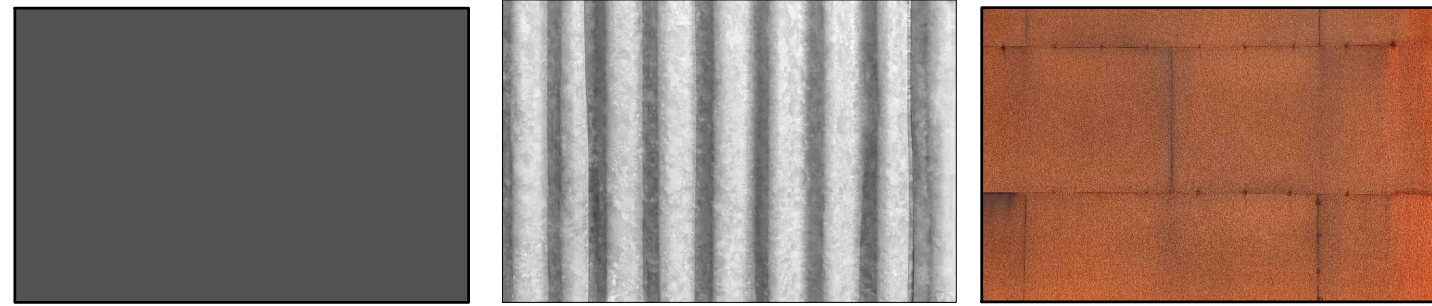
BEAM LAYOUT

NOT TO SCALE



JOIST LAYOUT

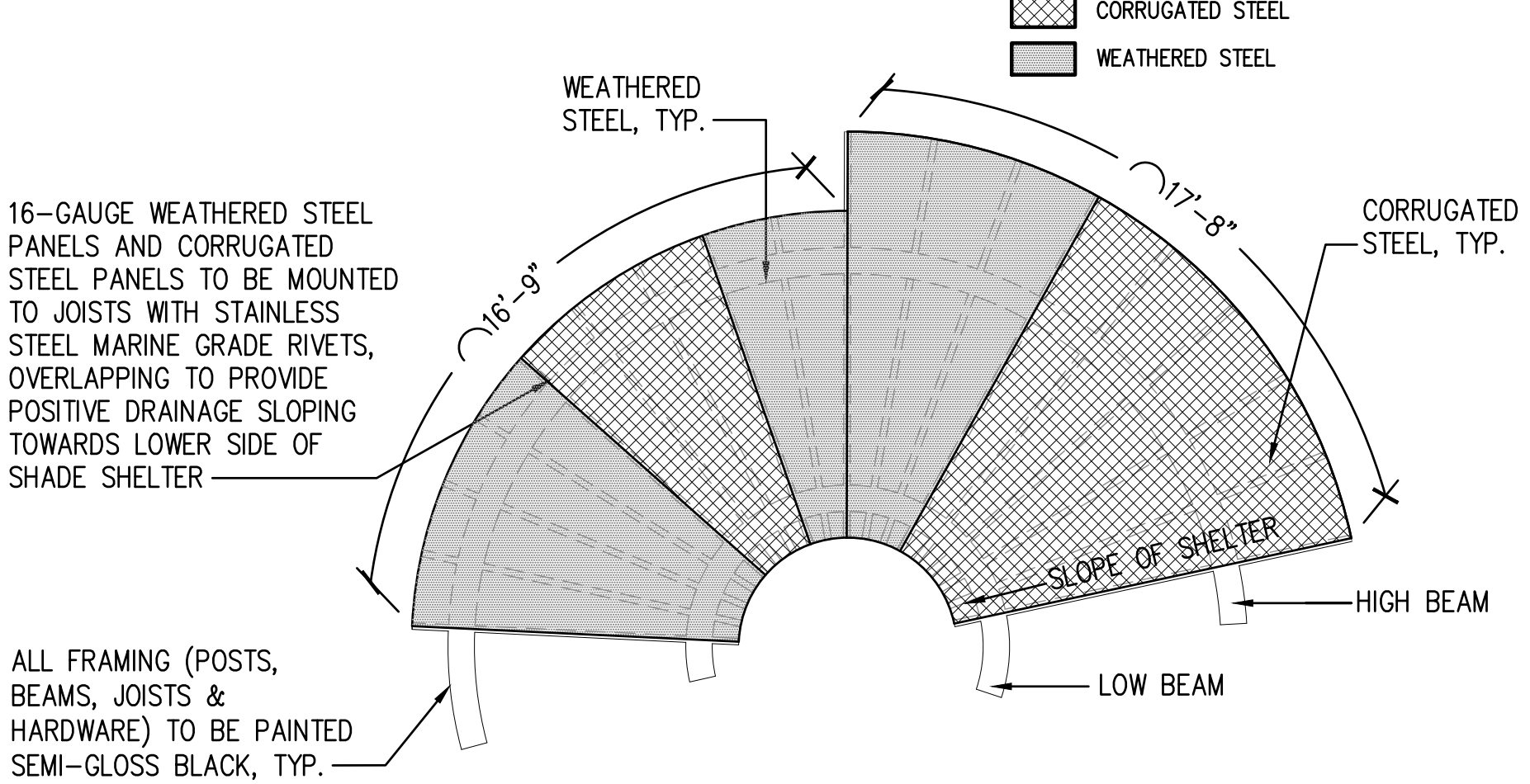
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BLACK FRAMING

CORRUGATED STEEL

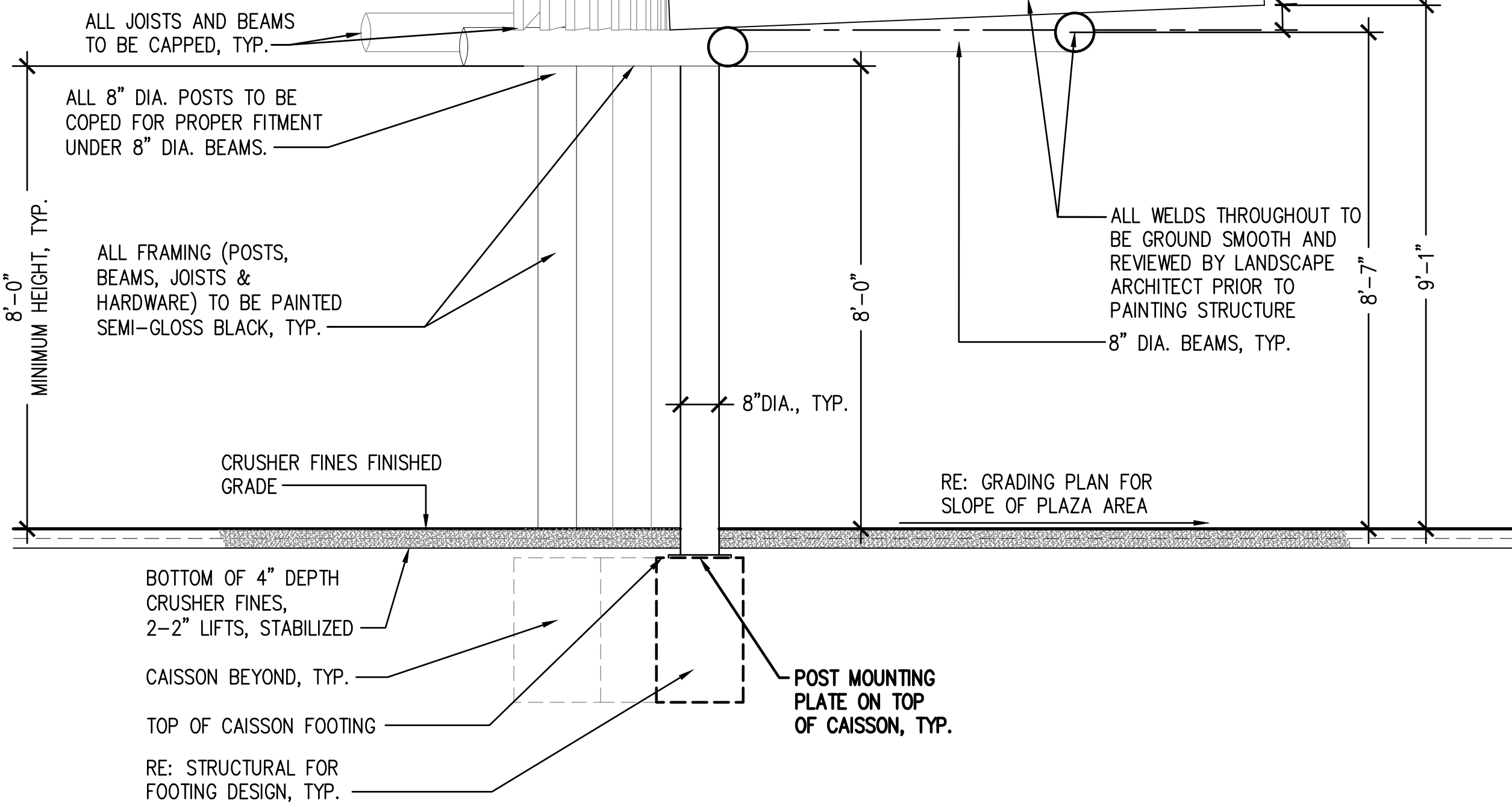
WEATHERED STEEL



PANEL LAYOUT

NOT TO SCALE

16-GAUGE WEATHERED STEEL PANELS AND CORRUGATED STEEL PANELS TO BE MOUNTED TO JOISTS WITH STAINLESS STEEL MARINE GRADE RIVETS, OVERLAPPING TO PROVIDE POSITIVE DRAINAGE SLOPING TOWARDS LOWER SIDE OF SHADE SHELTER



SECTION A-A

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SHEET TITLE:
SITE DETAILS

SCALE: AS SHOWN
SHEET NUMBER:

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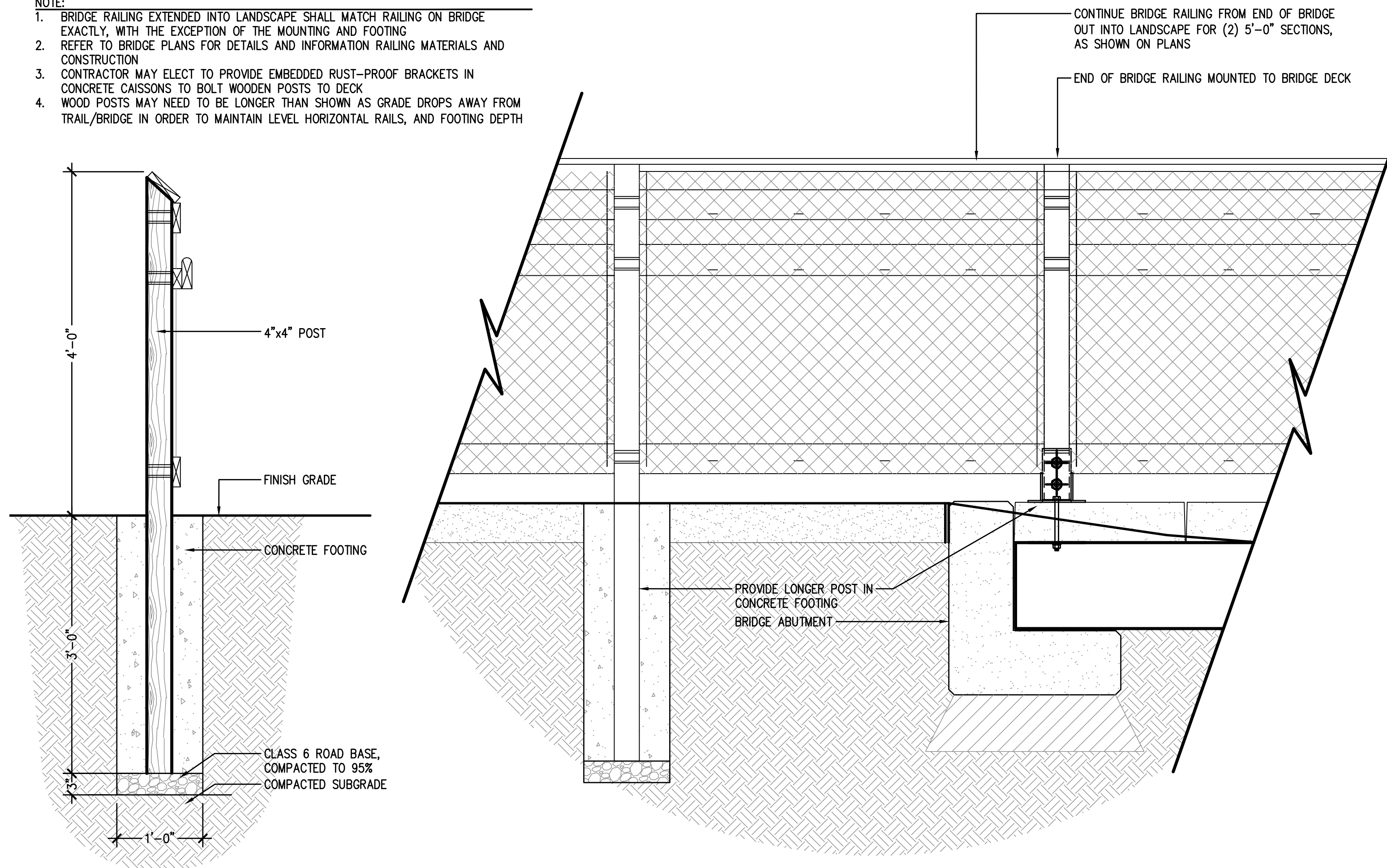


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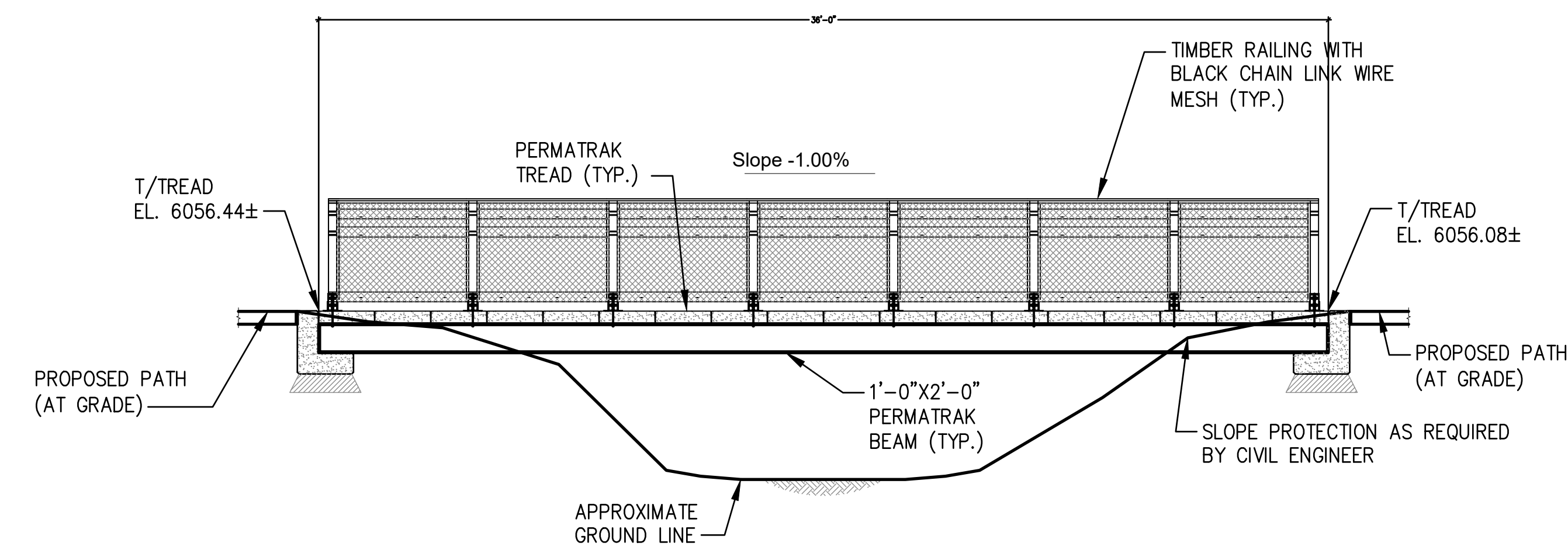
Planning Approval By: Carolyn Parkinson

- NOTE:
1. BRIDGE RAILING EXTENDED INTO LANDSCAPE SHALL MATCH RAILING ON BRIDGE EXACTLY, WITH THE EXCEPTION OF THE MOUNTING AND FOOTING
 2. REFER TO BRIDGE PLANS FOR DETAILS AND INFORMATION RAILING MATERIALS AND CONSTRUCTION
 3. CONTRACTOR MAY ELECT TO PROVIDE EMBEDDED RUST-PROOF BRACKETS IN CONCRETE CAISSONS TO BOLT WOODEN POSTS TO DECK
 4. WOOD POSTS MAY NEED TO BE LONGER THAN SHOWN AS GRADE DROPS AWAY FROM TRAIL/BRIDGE IN ORDER TO MAINTAIN LEVEL HORIZONTAL RAILS, AND FOOTING DEPTH



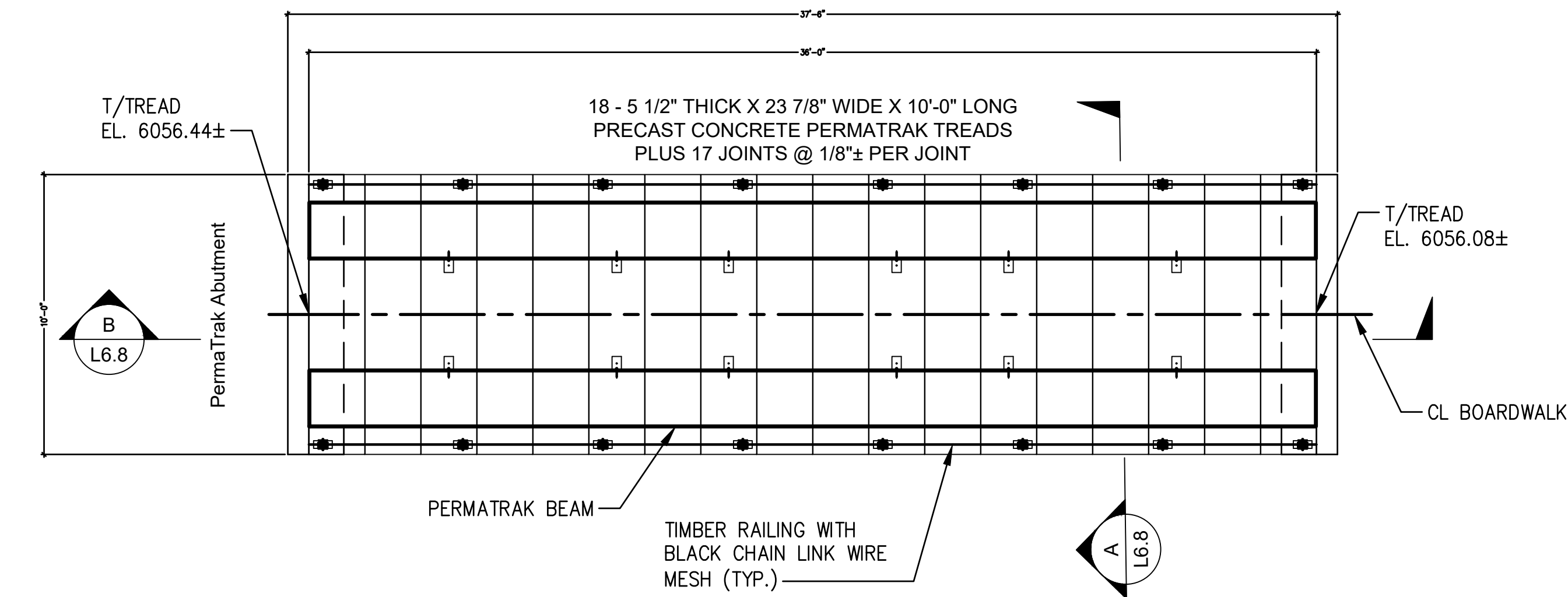
1 BRIDGE RAILING - IN LANDSCAPE

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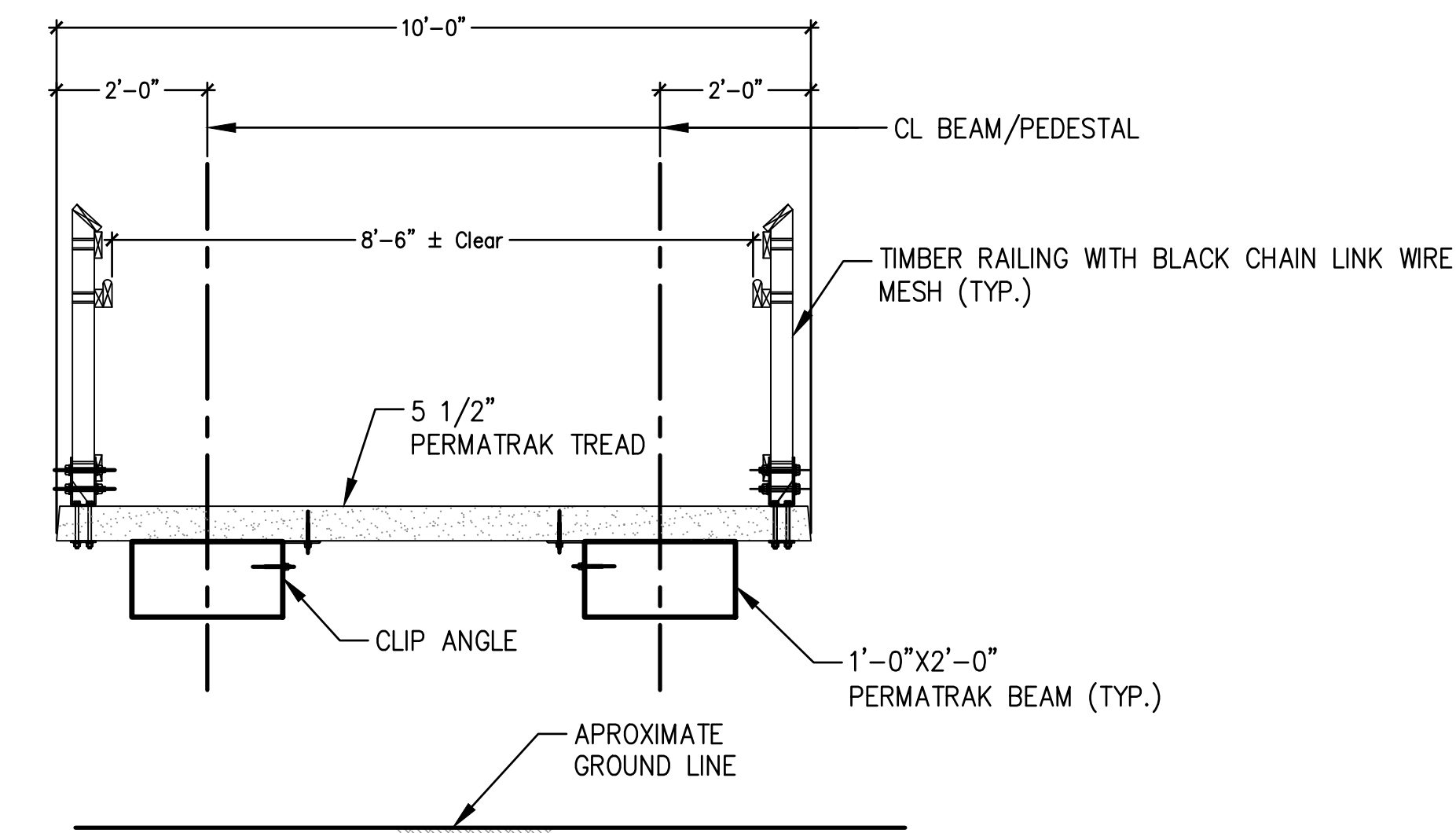


SECTION A-A - PEDESTRIAN BRIDGE

2 PEDESTRIAN BRIDGE



PLAN - PEDESTRIAN BRIDGE



SECTION B-B - PEDESTRIAN BRIDGE



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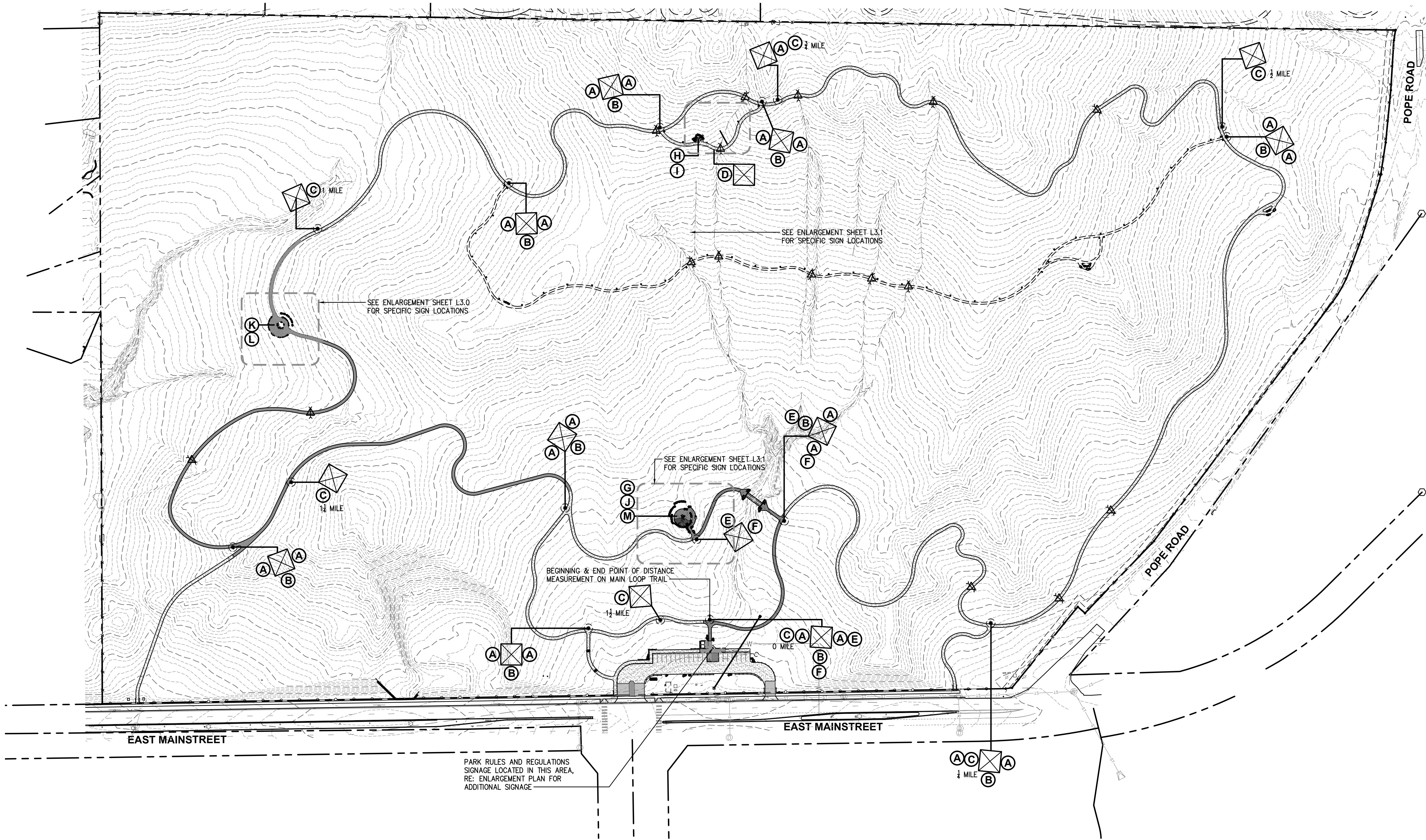
REVISIONS:

JOB DESCRIPTION:
SITE PLAN SUBMITTAL

SHEET TITLE:
SITE DETAILS

SCALE: AS SHOWN
SHEET NUMBER:

L6.9



SIGNAGE PLAN NOTES:

1. SEE SITE DETAILS SHEETS FOR SIGN MOUNTING DETAILS, SEE SIGN SCHEDULES FOR IMAGES OF SIGNS
2. CONTRACTOR SHALL OBTAIN DIGITAL FILES FROM LANDSCAPE ARCHITECT TO PROVIDE TO SIGN MANUFACTURER
3. ALL SIGNS TO BE MANUFACTURED BY FOSSIL INDUSTRIES, OR APPROVED SUBSTITUTE
4. ALL SIGN LOCATIONS TO BE STAKED IN THE FIELD AFTER TRAILS AND OTHER FEATURES HAVE BEEN CONSTRUCTED, FOR FINAL APPROVAL BY TOWN OF PARKER AND LANDSCAPE ARCHITECT
5. SIGNS ON 4"x4" POSTS TO BE ALIGNED WITH TRAIL, AND INSTALLED 2'-0" FROM EDGE OF TRAIL, TYP.
6. CONTRACTOR TO REFER TO ENLARGEMENT PLAN FOR OTHER PARKING LOT (ADA PARKING AND RULES) SIGNAGE.

LEGEND

- | | | | |
|------------|--------------------------|-----|--|
| —x—x—x— | EXISTING FENCING | — | 6'-0" WIDE CRUSHER FINES TRAIL |
| —ST—ST—ST— | EXISTING GRAVEL | — | 4'-0" WIDE SOFT SURFACE TRAIL |
| ⊙ | EXISTING STORM DRAIN | --- | SUGGESTED 2'-0" WIDE SINGLE TRACK TRAIL |
| ⊙ | EXISTING STORM MANHOLE | ● | WAYFINDING SIGN LOCATION MARKER |
| ⊙ | EXISTING LIGHT POLE | ⊙ | 4"x4" WAYFINDING SIGN POST, SHOWING ORIENTATION OF POST, SIGNS TO BE ATTACHED, AND ON WHICH SIDE OF POST |
| ⊙ | EXISTING UTILITY POLE | ⊙ | |
| ⊙ | MISCELLANEOUS ELECTRICAL | | |
| ⊙ | EXISTING FIRE HYDRANT | | |
| --- | EASEMENT LINE | | |
| --- | PROPERTY LINE | | |
| --- | TOPO MAJOR | | |
| --- | TOPO MINOR | | |



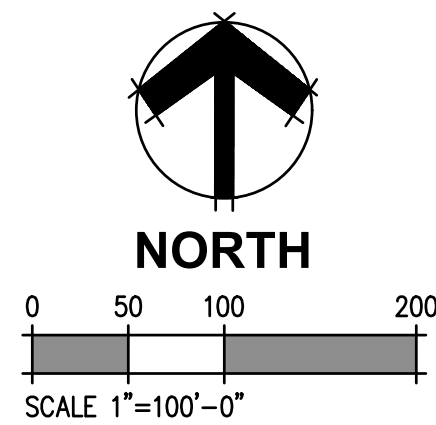
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INTERPRETIVE SIGNAGE SCHEDULE

- | | |
|---|--|
| (A) LOOP TRAIL - AHEAD | (G) INTERPRETIVE SIGNAGE - BISON |
| (B) LOOP TRAIL - LEFT AND RIGHT | (H) INTERPRETIVE SIGNAGE - FRONT RANGE |
| (C) DISTANCE MARKER - 1/4 MILE INCREMENTS | (I) INTERPRETIVE SIGNAGE - MOUNTAINS |
| (D) DITCH CROSSING AHEAD | (J) INTERPRETIVE SIGNAGE - NATIVE AMERICAN |
| (E) UNIVERSALLY ACCESSIBLE (SYMBOL) ROUTE - LEFT | (K) INTERPRETIVE SIGNAGE - PIONEER |
| (F) UNIVERSALLY ACCESSIBLE (SYMBOL) ROUTE - RIGHT | (L) INTERPRETIVE SIGNAGE - RAY J. HARVIE |
| | (M) INTERPRETIVE SIGNAGE - WILDLIFE |



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CHECKED: MTW

REVISIONS:

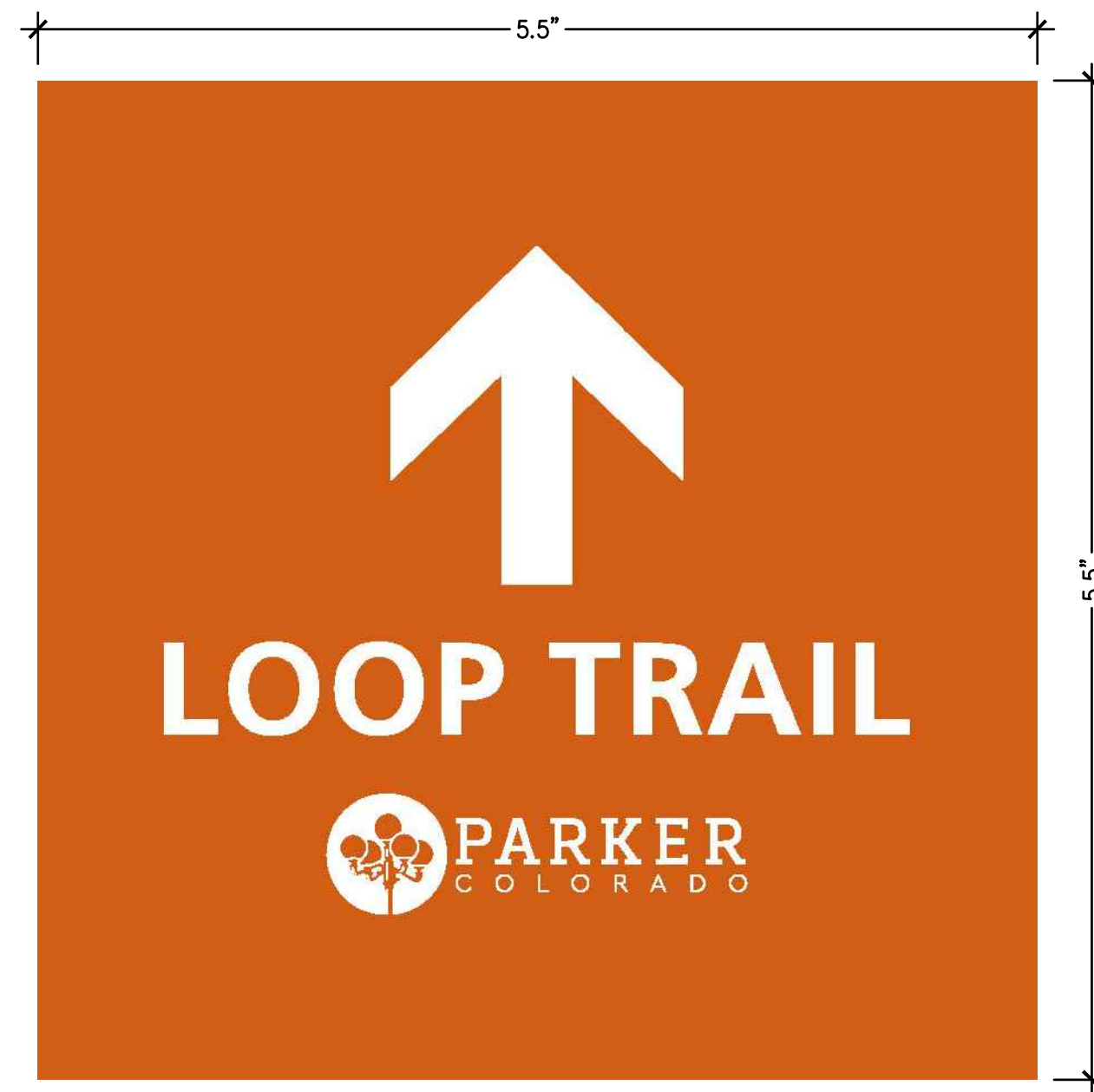
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SITE PLAN SUBMITTAL

SHEET TITLE:
INTERPRETIVE SIGNAGE SCHEDULE

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SHEET NUMBER:

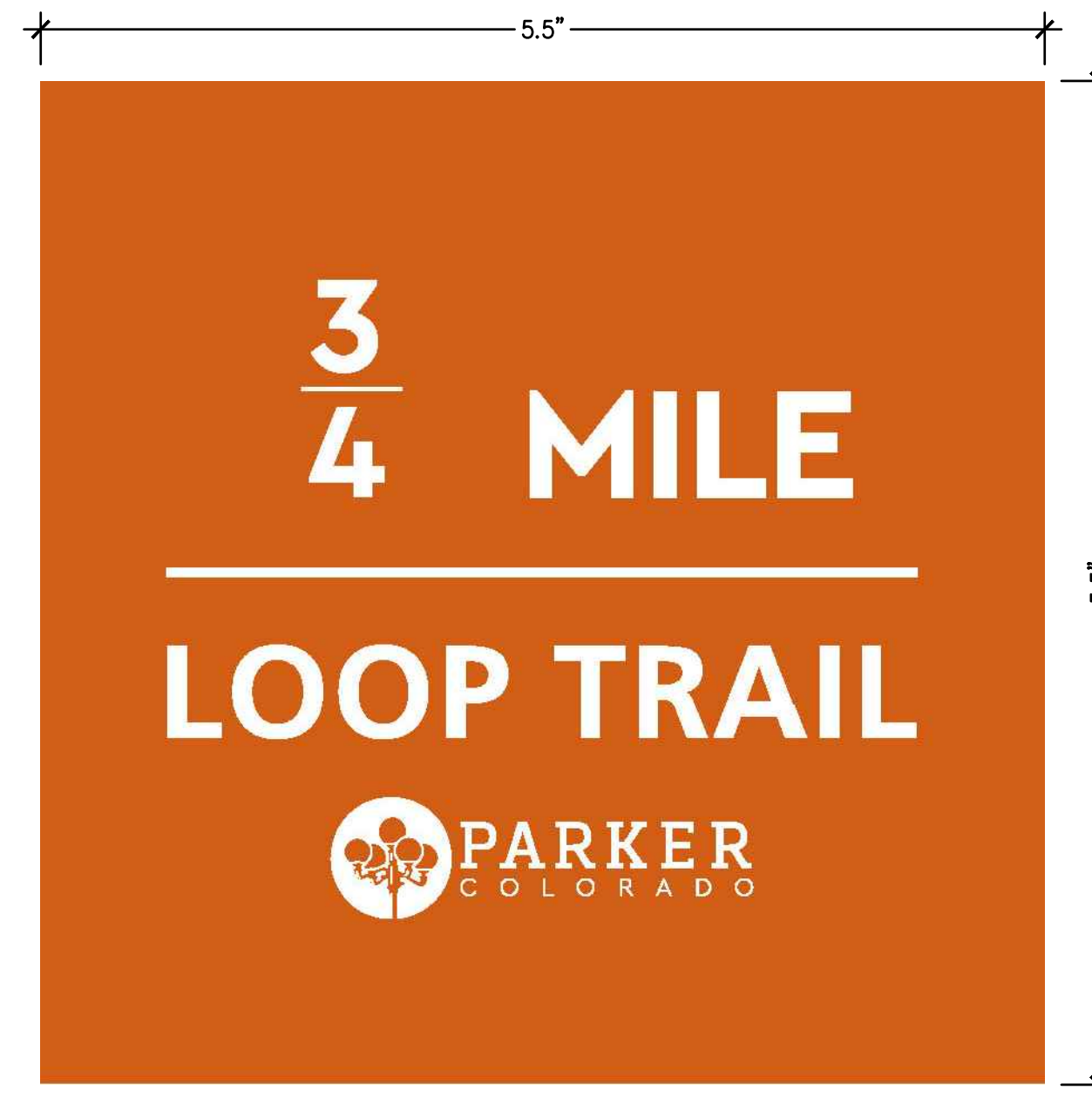
SG1.0



A **LOOP TRAIL - AHEAD** NOT TO SCALE



B **LOOP TRAIL - LEFT AND RIGHT** NOT TO SCALE



C **DISTANCE MARKER - 1/4 MILE INCREMENTS**
(6) DIFFERENT SIGNS FOR DISTANCES 1/4 MI - 1 1/2 MI NOT TO SCALE



D **DITCH CROSSING AHEAD** NOT TO SCALE



E **UNIVERSALLY ACCESSIBLE ROUTE - LEFT** NOT TO SCALE



F **UNIVERSALLY ACCESSIBLE ROUTE - RIGHT** NOT TO SCALE



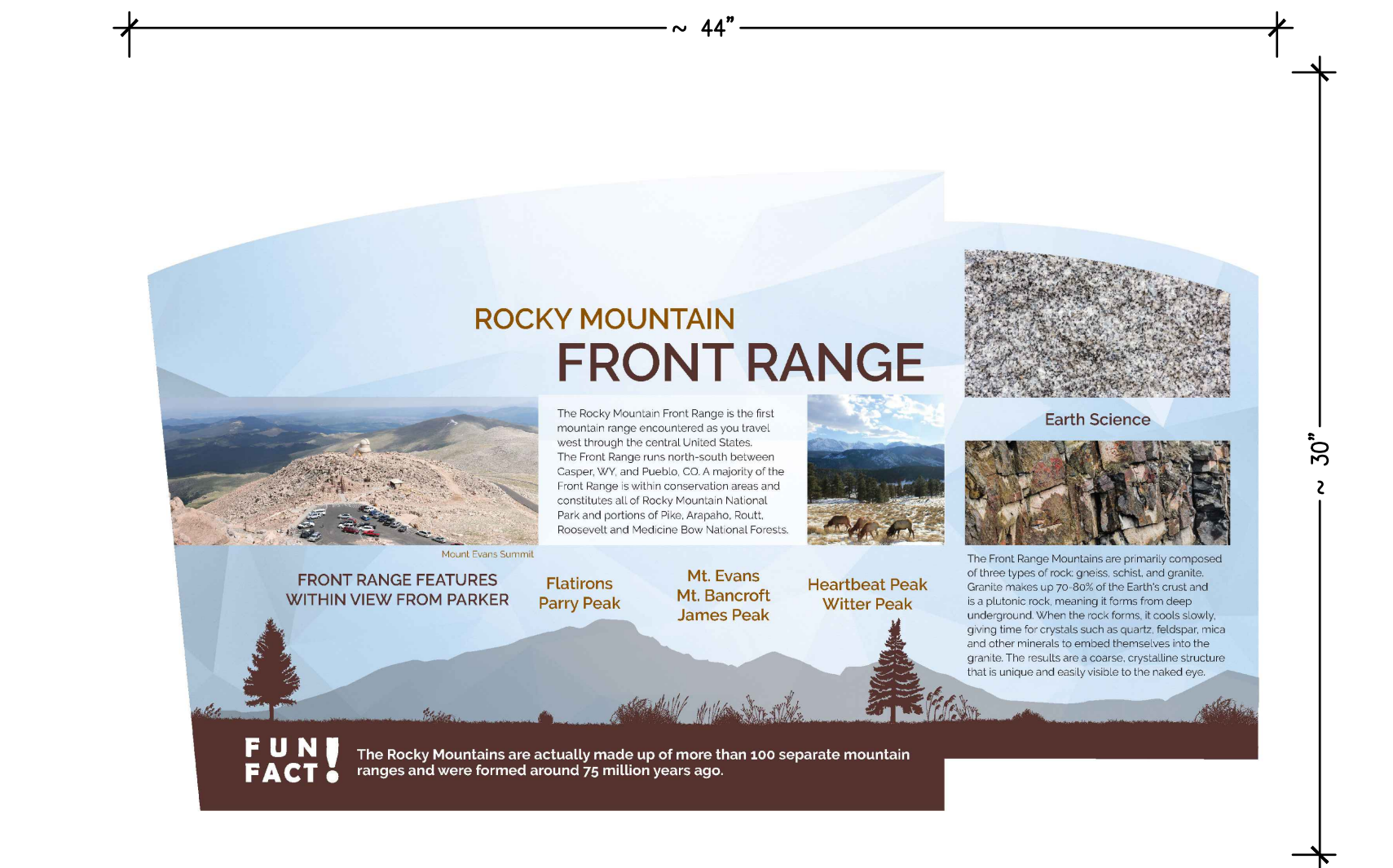
Final Document
Subject To Conditions In Approval Letter

APPROVED DATE: 02/01/2023

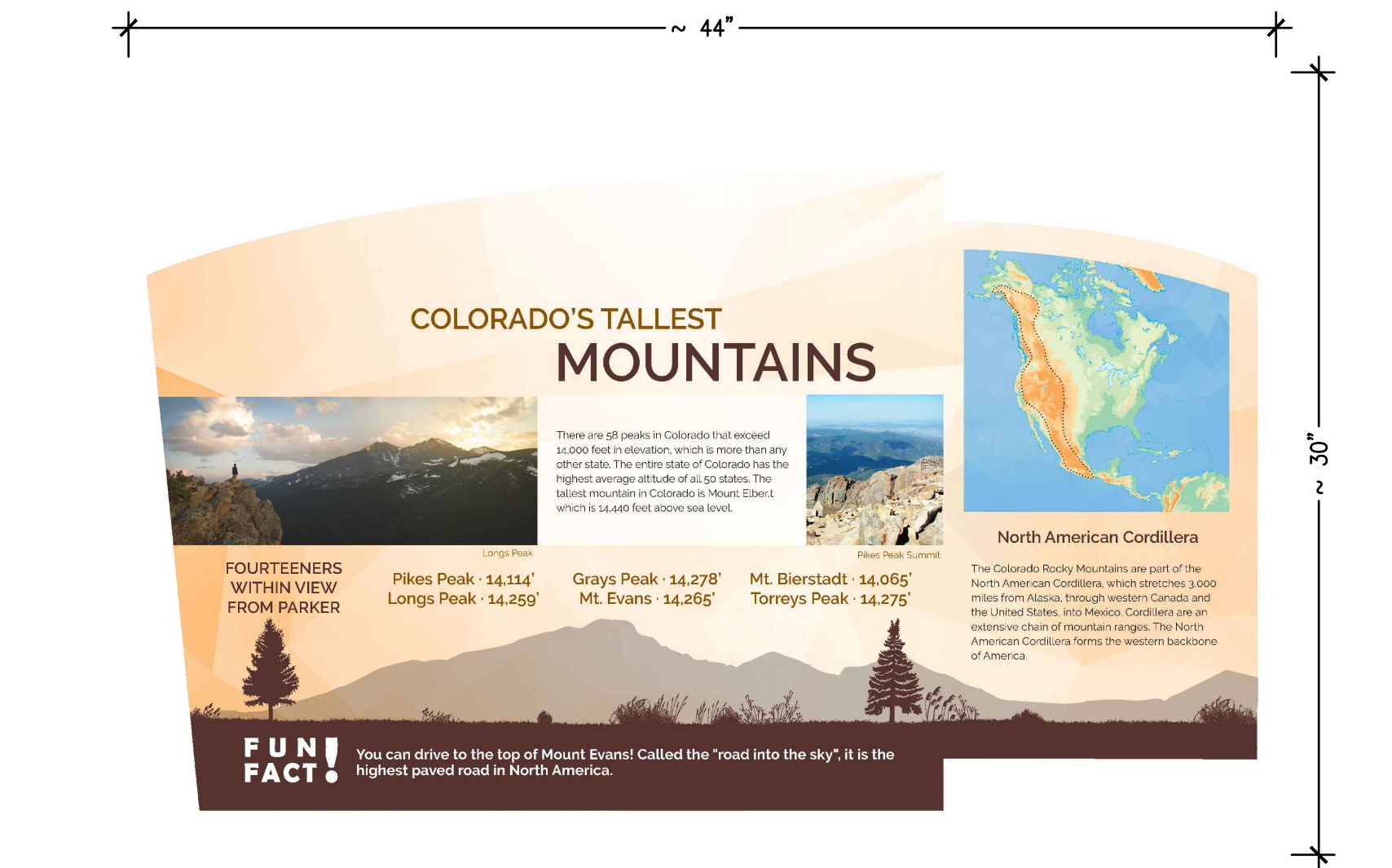
Planning Approval By: Carolyn Parkinson



G BISON NOT TO SCALE



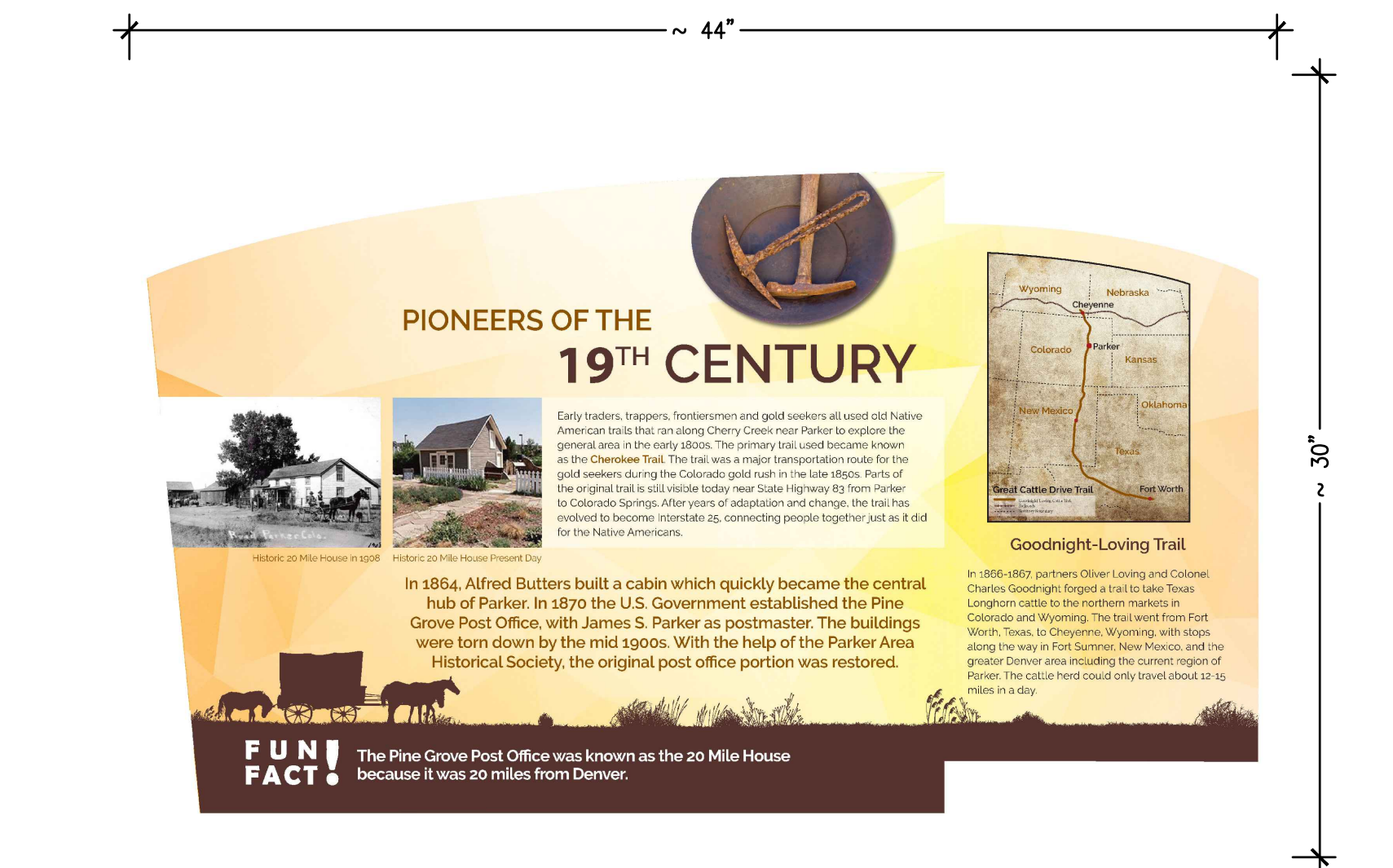
H FRONT RANGE NOT TO SCALE



I MOUNTAINS NOT TO SCALE



J NATIVE AMERICAN NOT TO SCALE



K PIONEER NOT TO SCALE



L RAY J. HARVIE NOT TO SCALE



M WILDLIFE NOT TO SCALE



Final Document

Subject To Conditions In Approval Letter

APPROVED DATE: 02/01/2023

Planning Approval By: Carolyn Parkinson



Request for Town Council Action

Date: March 6, 2023

Submitted By: Jamie Wynn, Deputy Town Attorney
Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.355 - Second Reading**
A Bill for an Ordinance to Approve the Second Replacement
Intergovernmental Agreement By and Between the Town of Parker and
the Town of Foxfield for Municipal Court Services
Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

This ordinance is to approve the Second Replacement Intergovernmental Agreement to operate a combined municipal court with the Town of Foxfield.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the Town of Foxfield entered into an Intergovernmental Agreement (IGA) on July 23, 1996, and a Replacement IGA on June 16, 2011, to operate a combined municipal court. The Town of Parker has been compensated by retaining the court costs assessed against Foxfield tickets. Parker and Foxfield desire to continue with the operation of a combined municipal court, subject to the terms and conditions of the Second Replacement Intergovernmental Agreement ("Agreement").

The updated Agreement incorporates terms with respect to payment of the costs due from Foxfield associated with the combined court, updates to the provisions regarding payment for any alternate or substitute judges that are utilized by the court, updates to the timeline related to budget information being provided, as well as updates to the meetings between the parties with respect to the "Joint Working Group." Otherwise, the terms are generally consistent with the prior agreements between the Towns of Parker and Foxfield.

Specifically, with respect to associated costs, Parker will deduct the amount Foxfield is obligated to pay, pursuant to the Agreement, from Foxfield fines and costs collected by the municipal court, plus a fifteen percent (15%) administrative fee, and pay to Foxfield the remaining balance of these fines and costs. Should the Foxfield fines and costs not be sufficient to cover the payment, Parker will send an invoice for the difference to Foxfield payable within 30 days.

FINANCIAL IMPACT

Parker will incur costs for providing the municipal court services, which will be reimbursed by Foxfield.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.355

RECOMMENDED MOTION

I move to approve Ordinance No. 9.355 on second reading.

ORDINANCE NO. 9.355, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE TOWN OF FOXFIELD FOR MUNICIPAL COURT SERVICES

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 Second Replacement Intergovernmental Agreement by and between the Town of Parker and the Town of Foxfield for Municipal Court Services, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT (Town of Foxfield, Colorado)

THIS SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT ("Second Replacement Intergovernmental Agreement") is made this ____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality ("Parker"), and the Town of Foxfield, Colorado ("Foxfield"), (individually, "Party" or collectively, "Parties").

RECITALS:

A. Parker and Foxfield entered into an Intergovernmental Agreement on July 22, 1996, and a Replacement Intergovernmental Agreement on June 16, 2011 (the "First Replacement IGA"), to operate a combined municipal court.

B. Parker and Foxfield desire to continue with the operation of a combined municipal court, subject to the terms and conditions of this Second Replacement Intergovernmental Agreement.

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

1. Municipal Court Facilities / Staff / Services. Parker owns and maintains facilities for the operation of a municipal court within Parker Town Hall. Parker also maintains court staff position(s) to administer the municipal court. Parker agrees to operate a combined municipal court with Foxfield, subject to the sharing of the costs incurred by Parker in operating a combined municipal court, based upon the number of tickets and trials processed by municipal court for Foxfield.

2. 2023 Costs. The Parties agree that the Replacement IGA shall govern all costs incurred and amounts due and payable by Foxfield through the end of 2023. Any costs incurred or amounts due and payable for 2024 and subsequent years shall be governed by this Second Replacement Intergovernmental Agreement.

3. Reimbursement by Foxfield to Parker.

a. Parker will incur costs in providing the municipal court services described in Paragraph 1 of this Agreement, which cost will be reimbursed by Foxfield. The costs to be reimbursed by Foxfield for municipal court services shall be calculated on a quarterly basis as follows: The actual cost to Parker to provide municipal court services divided by the total number of combined tickets and trials for Parker and Foxfield for the quarter, the sum of which is multiplied by the total number of Foxfield tickets and trials for the quarter (the "Foxfield Quarterly Amount"). The Foxfield Quarterly amount shall not include compensation paid to the appointed presiding Municipal Court Judge, but shall include any costs for alternate or substitute municipal judges that serve in the Municipal Court Judge's absence. Parker shall provide Foxfield with a printout of the Parker general ledger detail or other mutually acceptable documentation showing the

reconciliation between the budgeted amount and the actual costs required to be paid by Foxfield for municipal court services.

b. Should Parker employ any individual(s) specifically for the coordination of Parker Teen Court or have line item expenses in Parker's budget specifically designated for Parker Teen Court costs or expenses, such amounts will be excluded from any calculation of costs for Foxfield. Additionally, should the Judge or Town Prosecutors handle a criminal trial for Foxfield that is not scheduled on a Parker docket/arraignment date, or should the Judge or Prosecutors handle any noncriminal matters for Foxfield, those cases will be paid directly by Foxfield to the Judge and/or Prosecutors pursuant to separate agreements.

4. Payments. Parker will deduct the Foxfield Quarterly Amount from Foxfield fines and costs collected by the municipal court, plus a fifteen percent (15%) administrative fee, and pay to Foxfield the remaining balance of these fines and costs. Should the Foxfield fines and costs not be sufficient to cover the Foxfield Quarterly Amount, Parker will send an invoice for the difference to Foxfield. Such invoice shall be paid within thirty (30) days of receipt.

5. Financial Costs and Future Years. The costs to be paid by Foxfield in budget years subsequent to this Agreement for the municipal court services described in Paragraph 1 of this Agreement shall be as set forth in the annual budget as approved by the Parties. The formulation of the annual budget under this Agreement will be by mutual agreement of the Parties.

a. Recommended Budget. As early as possible, but no later than October 15th of each year, Parker shall submit to Foxfield the budget for municipal court services for the next fiscal year to be recommended by Parker to its Town Council through Parker's normal budget process.

b. Final Budget. The final budget for municipal court services for the next fiscal year shall be presented to Foxfield by Parker within ten (10) business days of final approval by Parker Town Council.

6. Administration. It is the overriding and critical desire of both Parker and Foxfield to ensure that the working relationship of the Parties remains strong and united in implementation of this Agreement. To that end, there is hereby created a "Joint Working Group" to administer the municipal court services. The Joint Working Group shall be comprised of the Parker Town Manager, the Parker Town Clerk, the Foxfield Town Administrator, the Foxfield Town Clerk, or their designees. The Joint Working Group shall meet at least one time per year, in person or virtually. Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours' advance notice to the other members. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law. The Joint Working Group may consider the following matters:

a. Operating Procedures. The Joint Working Group may develop and establish operating procedures.

b. Dispute Resolution. The Joint Working Group will address disputes between the Parties related to the implementation of this Agreement.

c. Matters of Concern. The Joint Working Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

7. Term and Termination.

a. Term. The initial term of this Agreement shall be from April 1, 2023, through December 31, 2023. Thereafter, this Agreement shall automatically renew for subsequent one-year terms, unless earlier terminated as provided herein.

b. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than November 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given.

c. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective Parties as follows:

Parker: Town Manager
 Town of Parker
 20120 East Mainstreet
 Parker, CO 80138

Foxfield: Town Administrator
 Town of Foxfield
 P.O. Box 461450
 Foxfield, CO 80046-1450

b. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

c. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

d. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

e. Modification. This Agreement may only be modified upon written agreement of both Parties.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors, assigns or heirs.

g. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

h. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

i. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

j. Recitals. The Recitals to this Agreement are incorporated by this reference.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

TOWN OF FOXFIELD, COLORADO

By: _____
Lisa Jones, Mayor

ATTEST:

Kathleen Schmitz, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney