

TOWN OF PARKER COUNCIL AGENDA

May 1, 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 does not reflect lack of thought or analysis on the part of Council.

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

Public comment for items that are not on the agenda may be made in person or electronically at <http://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 - April 17, 2023 and April 26, 2023*
- B. *ORDINANCE NO. 1.577 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Agreement for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker
Department: Community Development, Randy Sale
Second Reading: May 15, 2023

- C. *ORDINANCE NO. 1.578 – First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract A and Lot 1, Salisbury North Minor Development Plan, 1st Amendment
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: May 15, 2023
- D. *ORDINANCE NO. 1.579 - First Reading*
A Bill for Ordinance to Approve the Right of Way Purchase and Sale Agreement By and Between CST Metro LLC and the Town of Parker for a Portion of Tract A, MacLachlan Subdivision Filing No. 1
Department: Engineering and Public Work, Alex Mestdagh
Second Reading: May 15, 2023
- E. *ORDINANCE NO. 9.357 - First Reading*
A Bill for an Ordinance to Approve the Douglas County ARPA Beneficiary Agreement By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker
Department: Police, Jim Tsurapas
Town Attorney, Kelsey Hall
Second Reading: May 15, 2023
- F. *ORDINANCE NO. 9.358 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement by and between the Douglas County Board of County Commissioners and the Town of Parker for the Expansion of the Community Response Team
Department: Police, Jim Tsurapas
Town Attorney, Kelsey Hall
Second Reading: May 15, 2023
- G. *RESOLUTION NO. 23-016*
A Resolution to Allow a Partial Waiver of Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code for Certain Businesses for Parker Days
Department: Community Development, Bryce Matthews
- H. *RESOLUTION NO. 23-041*
A Resolution to Amend the Administrative Organization Plan for the Town of Parker
Department: Town Manager, Michelle Kivela
- I. *RESOLUTION NO. 23-042*
A Resolution Calling a Special Town Election on November 7, 2023, to Amend Certain Sections of the Town of Parker Home Rule Charter
Department: Town Attorney, Kelsey Hall

J. *RESOLUTION NO. 23-043*
 A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election
 on November 7, 2023
 Department: *Town Attorney, Kelsey Hall*

K. *CONTRACTS OVER \$100,000*

1. *Pine Drive over Sulphur Gulch Bridge Rehabilitation (CIP 22-045-CI)*
 Amount: *\$1,098,527*
 Contractor: *Jalisco International, Inc.*
 Department: *Engineering and Public Works, Tom Gill*
2. *Microsoft Enterprise Agreement - Software Licenses*
 Amount: *\$223,177.13 per year for 3 years*
 Contractor: *Dell*
 Department: *Finance, Matt Lynch*

L. *PROCLAMATION - Municipal Clerks Week - April 30-May 6, 2023*

5. **PUBLIC HEARINGS**

A. **POPE PROPERTY ANNEXATION - (Continued from February 6, 2023 and to be continued to July 17, 2023)**

 Applicant: **David Brehm, Plan West**
 Location: **Southwest corner of Twenty Mile Road and Dransfeldt Road**
 Department: **Community Development, Stacey Nerger**
 TRAKiT No.: **ANX22-009**

1. **ORDINANCE NO. 2.282 - Second Reading**
 A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous
 Unincorporated Territory Known as the Pope Property in Douglas County

B. **Tax and Fee Assistance Program Agreement for Chicken N' Pickle**
 Department: **Economic Development, Weldy Feazell**

6. **ORDINANCES**

A. **ORDINANCE NO. 1.575 - Second Reading**
 A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and
 between TMV Retail II Owners Association and the Town of Parker for a Portion of Private
 Roadway (AKA Stage Run) Located in Twenty Mile Village Filing No. 2, 2nd Amendment, for
 the Dransfeldt Road Widening Project
 Department: **Engineering and Public Works, Bob Exstrom**

7. **CONTRACTS OVER \$500,000**

Hilltop Road/Canterberry Parkway Area Improvements (CIP 22-039)

Amount: \$989,915.50

Contractor: 53 Corporation, LCC

Department: Engineering and Public Works, Tom Gill

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

May 1, 2023

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

1. Proposed acquisition of right-of-way and easements for the Motsenbocker improvements as part of the Dransfeldt Road project

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

2. Section 15.10 of the Parker Home Rule Charter (potential charter amendment)

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

3. Town Attorney evaluation

**TOWN OF PARKER COUNCIL
MINUTES
APRIL 17, 2023**

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

Town Attorney Kristin Hoffmann announced there were four topics for discussion in the Executive Session. Under C.R.S. § 24-6-402(4)(b), there were two items. The first was a Douglas County Department of Criminal Justice Subrecipient Grant Agreement, ARPA Subrecipient Grant Agreement and H.R. 1319, the American Rescue Plan Act of 2021 (CRT Expansion and Car), and the second item was the American Academy Charter School Traffic Management Plan and Traffic Impact Study and associated traffic impacts. Under C.R.S. § 24-6-402(4)(e), there was one item concerning negotiations related to the proposed Annexation Agreement between the Town and the Denver Pope Family Limited Partnership concerning the real property, commonly known as the Pope property, generally located adjacent to and west of the Kohl's Shopping Center. Under C.R.S. § 24-6-402(4)(f), there was one item which was the Town Attorney evaluation.

EXECUTIVE SESSION

Todd Hendreks moved and Joshua Rivero seconded to go into Executive Session at 5:03 p.m. to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); 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); and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 6:32 p.m.

The motion was approved unanimously.

Todd Hendreks 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.

Boy Scouts from Troops 16 and 80 led the Council and audience in the Pledge of Allegiance.

Mayor Toborg recognized AP government students from Chaparral High School observing the meeting.

SPECIAL PRESENTATIONS

Mayor Toborg presented a Proclamation to Madison Lengel from the Douglas County Office of the District Attorney for Victims' Rights Week, April 23-29, 2023.

Mayor Toborg recognized Dirk Patton for his Eagle Scout Service Project which supplied an American flag disposal receptacle at the Town Hall and initiated a new process of tearing to destroy the flags instead of burning which is risky with high fire danger levels and unsafe with synthetic materials.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - April 3, 2023*

- B. *ORDINANCE NO. 1.575 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and between TMV Retail II Owners Association and the Town of Parker for a Portion of Private Roadway (AKA Stage Run) Located in Twenty Mile Village Filing No. 2, 2nd Amendment, for the Dransfeldt Road Widening Project
Department: Engineering and Public Works, Bob Exstrom
Second Reading: May 1, 2023

- C. *RESOLUTION NO. 23-037*
A Resolution to Appoint the Board of Directors of the Greater Parker Foundation
Department: Town Manager, Michelle Kivela

- D. *RESOLUTION NO. 23-038*
A Resolution to Amend Resolution No. 18-054, Series of 2018, to Amend and Readopt the Town of Parker Policy Manual
Department: Town Manager, Diane Arthur

- E. *CONTRACTS OVER \$100,000*
 - I. *Professional Services Agreement - Nothing But Net - Elite Basketball Coaching*
Amount: \$100,000+
Contractor: Nothing But Net - Elite Basketball Coaching
Department: Parks, Recreation and Open Space, Meagan Nakashima

2. *Construction Management Services for Harvie Open Space*

*Amount: Original Amount: \$64,555
Amended Amount: \$107,500*

Contractor: DHM Design

Department: Parks, Recreation and Open Space, Brett Collins

3. *Final Design Services for Clarke Farms Drainage Improvements, CIP 22-019-FE - Contract Amendment*

*Amount: Original Amount: \$83,160
Amended Amount: \$121,205*

Contractor: Felsburg, Holt, and Ullevig

Department: Engineering and Public Works, Alex Mestdag

Joshua Rivero moved to approve Consent Agenda Items 5A through 5E.

Todd Hendreks seconded the motion.

A roll call vote was taken:

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

The motion was approved unanimously.

PUBLIC HEARINGS

COYLE/PERKINS PROPERTY ANNEXATION AND ZONING (Continued from November 7, 2022 and February 21, 2023 and to be continued to June 5, 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/Perkins Property in Douglas County

Mayor Toborg advised that staff requested to continue this item until June 5, 2023.

Joshua Rivero moved to continue the public hearing to consider Ordinance No. 2.281 to a date certain of June 5, 2023.

John Diak seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 9.334.2 - Second Reading

A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04B Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority

Department: Engineering and Public Works, Michael Grabczyk

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCB WQA) previously executed an intergovernmental agreement (IGA) to design and permit improvements to Cherry Creek at Dransfeldt Road adjacent to Flat Acres Farms. It is anticipated that design and permitting of these improvements will be completed in the spring of this year. The Town, MHFD, and CCB WQA would like to proceed with amending this IGA to provide funding for construction of the project.

Public Comments: None.

Brandi Wilks moved to approve Ordinance No. 9.334.2 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 13.110 - Second Reading

A Bill for an Ordinance Accepting a Petition for the Organization of a General Improvement District in the Town of Parker, Colorado, to be Known as the Town of Parker My Mainstreet General Improvement District; Declaring the Necessity of the Formation of the District; Establishing and Creating the District; and Providing Other Details Relating Thereto

Department: Town Attorney, Kristin Hoffmann

On November 7, 2022, the Town Council approved the Development and Financing Agreement (the “Development Agreement”) between the Town, the Parker Authority for Reinvestment (“PAR”), and CD-Parker, LLC (the “Developer”). On March 1, 2023, the Developer filed a petition (the “Petition”) for the organization of a general improvement district (the “GID”), as required by the Development Agreement. If the Town Council does not approve the organization of the GID by June 19, 2023, the Developer may terminate the Development Agreement. This item is for Town Council to consider the approval of the ordinance that is necessary for the organization of the GID.

Under the GID Ordinance, the Town Council will (1) accept the Petition; (2) waive all requirements for notice, publication, hearing, election and organizational bond; (3) declare the GID organized, to be known as the Town of Parker My Mainstreet General Improvement District; and (4) establish the boundaries of the GID to be the EastMain parcel. If the Town Council adopts the GID Ordinance, the Town Clerk will record the GID Ordinance with the Douglas County Clerk and Recorder’s Office within thirty (30) days of adoption.

Under state law, the Town Council “shall constitute ex officio the board of directors” (the “Board”). The ex officio presiding officer is the Mayor, the ex officio secretary is the Town Clerk, and the ex officio treasurer is the Finance Director.

If Town Council approves the GID Ordinance, the Board will convene separate Board meetings, in much the same manner as PAR, to handle the business of the GID. Under the Development Agreement, the Board will need to convene a meeting on or before July 17, 2023, to call a special election for November 7, 2023, regarding the imposition of an additional ad valorem tax not to exceed 45 mills on the surface estate of the real property contained within the GID (the “Mill Levy Cap”). The purpose of the Mill Levy Cap is to finance a portion of the project described in the Development Agreement. The Town Clerk is recommending that the election be conducted as a mail ballot election under the Municipal Election Code.

Public Comments: None.

Todd Hendreks moved to approve Ordinance No. 13.110 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

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

The motion was approved unanimously.

CONTRACTS OVER \$500,000

A. Harvie Open Space Construction Contract

Amount: \$1,673,760
Contractor: Richdell Construction, Inc
Department: Parks, Recreation and Open Space, Brett Collins

This item is to approve the award of a \$1,521,600 trade contractor agreement with Richdell Construction, Inc., for the Harvie Open Space Construction Project (CIP18-012-CI), plus a 10% project contingency in the amount of \$152,160 for a total project budget of \$1,673,760.

Public Comments: None.

Laura Hefta moved to approve the staff recommendation, as a part of the regular agenda.

Todd Hendreks seconded the motion.

A roll call vote was taken:

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

The motion was approved unanimously.

B. Parker Responsive Traffic Signal System Improvements (CIP 21-022)

Amount: \$668,696
Contractor: Interface Communications Company
Department: Engineering and Public Works, Chris Hudson

This item is to approve the award of a trade contractor agreement with Interface Communications Company for the Parker Responsive Traffic Signal System Improvements (CIP21-022) for \$668,696.

Public Comments: None.

Todd Hendreks moved to approve the staff recommendation, as a part of the regular agenda.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

RESOLUTIONS

RESOLUTION NO. 23-040

A Resolution Opposing the Statewide Land Use and Zoning Preemptions in Senate Bill 23-213

Department: Town Council

On March 22, 2023, the Colorado Legislature introduced SB 23-213 (the “Bill”), which attempts to address the housing affordability crisis across the state by setting statewide standards for municipal zoning laws in order to increase the supply of affordable housing. This involves, among other things, requiring municipalities to create a housing needs plan that adopts affordability strategies and the creation of minimum land use standards to be adopted by local governments, including allowing denser housing options as a use by right.

The Colorado Municipal League (“CML”) hosted an Executive Director Town Hall on March 29, 2023, at which it expressed numerous concerns with the Bill, including its preemption of home rule authority, unintended consequences of the legislation, and a concern that the Bill as drafted would do little to increase the supply of affordable housing. CML is therefore urging its members to pass a resolution opposing the Bill.

Public Comments: None.

Joshua Rivero moved to approve Resolution No. 23-040.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Laura Hefta moved to adjourn the meeting at 8:33 p.m.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
APRIL 26, 2023**

Mayor Jeff Toborg called the Special Town Council meeting to order at 3:00 p.m. All Councilmembers were present except Councilmembers Anne Barrington and Laura Hefta.

Town Attorney Kristin Hoffmann announced the topic for discussion in the Executive Session was one (1) item under C.R.S. § 24-6-402(4)(e) concerning the Presiding Municipal Court Judge selection.

EXECUTIVE SESSION

Joshua Rivero moved and Brandi Wilks seconded to go into Executive Session at 3:01 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.

Brandi Wilks moved and Joshua Rivero seconded to come out of Executive Session at 6:25 p.m.

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved and John Diak seconded to adjourn the meeting at 6:25 p.m.

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: May 1, 2023

Submitted By: Randy Sale, Assistant Director - Building
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.577 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker
Department: Community Development, Randy Sale
Second May 15, 2023
Reading:

EXECUTIVE SUMMARY

The proposed Memorandum of Agreement (MOA) will allow the Town of Parker to continue inspection services for elevators and escalators (conveyances) in residential and commercial buildings.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The State of Colorado regulates the inspection of elevators and escalators and typically performs inspections of these conveyances except where the state and a local jurisdiction have entered into a MOA for the local jurisdiction to perform them. The Town and Colorado Department of Labor and Employment, Division of Oil and Public Safety, entered into the original MOA on July 2, 2013 to enable the Community Development Building Division to perform such inspections. The MOA was renewed in 2018 but will expire on June 30, 2023. The proposed MOA will be valid for five (5) years and will expire on June 30, 2028.

The Elevator and Escalator Certification Act (the Act), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes, declares that "in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern." The Act states that: *"A qualified local Authority Having Jurisdiction (AHJ) may elect to enter into a Memorandum of Agreement (MOA) with the Colorado Division of Oil and Public Safety (OPS) to regulate conveyances that are located within their jurisdictional territory. Following OPS's approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ."*

The proposed MOA will enable the Town to continue to perform elevator and escalator inspections, thereby providing a higher level of service to local applicants and property owners than the state can provide.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.577

RECOMMENDED MOTION

I move to approve Ordinance No. 1.577 on first reading and to schedule second reading for May 15, 2023, as part of the consent agenda.

ORDINANCE NO. 1.577, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES PURSUANT TO THE ELEVATOR AND ESCALATOR CERTIFICATION ACT, TITLE 9 ARTICLE 5.5, COLORADO REVISED STATUTES, BETWEEN THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, DIVISION OF OIL AND PUBLIC SAFETY, AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Agreement for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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



**MEMORANDUM OF AGREEMENT
FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES
Pursuant to the Elevator and Escalator Certification Act
Title 9 Article 5.5, Colorado Revised Statutes**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by the Colorado Department of Labor and Employment, Division of Oil and Public Safety ("OPS"), 633 17th Street, Suite 500, Denver, Colorado 80202-3610 and the Town of Parker ("Authority Having Jurisdiction" or "AHJ"), located at 20120 East Mainstreet, Parker, Colorado, 80138 (collectively referred to as the "Parties").

I. BACKGROUND

The Elevator and Escalator Certification Act (the 'Act'), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes (C.R.S.), declares that "in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern". Conveyance Regulations, 7 Colorado Code of Regulations [CCR] 1101-8, have been promulgated to implement the requirements in the Act, and associated policies and guidance have been developed to further clarify requirements in regulations.

The Act allows a local authority having jurisdiction (AHJ) to enter into an MOA with OPS to regulate conveyances that are located within its territory (city, county or city and county) of authority. Following OPS's approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ.

Any reference in this MOA to a statute, regulation, or other authority shall be interpreted to refer to such authority then current, or as may have been changed or amended since the execution of this MOA. Documents incorporated herein and by reference to this MOA may be viewed on OPS website at ops.colorado.gov.

II. AUTHORITY AND PURPOSE

The principle authority for this MOA is contained in §9-5.5-112 (2), C.R.S. The Parties have entered into this MOA to:

- Identify the responsibilities of each party for ensuring the safety of conveyances within the State of Colorado through compliance with the Act, regulations, and associated policies and guidance.
- Formalize the cooperative working relationships between the Parties; and
- To provide procedures for communications, exchange of information, and resolution of problems as necessary to carry out the provisions of the Act and regulations.

III. EFFECTIVE DATE AND TERM

This MOA shall be effective on July 1, 2023, upon the satisfaction of OPS that the AHJ has developed a program that can adequately regulate conveyances within its territory. This MOA will terminate on June 30, 2028, unless terminated sooner as specified herein.

IV. RESPONSIBILITIES OF OPS

- A. OPS shall approve the AHJ entering into this MOA.
- B. OPS shall adopt nationally recognized conveyance safety standards.
- C. OPS shall require that all newly installed and existing conveyances in the State of Colorado are registered with OPS. This process will include the collection of a one-time registration fee from the conveyance owner.
- D. OPS shall require that all conveyance contractors, mechanics, temporary mechanics and inspectors conducting work in the State of Colorado are licensed through OPS.

V. RESPONSIBILITIES OF THE AHJ

- A. The AHJ shall operate and enforce a conveyance regulation program within its territory of authority with standards equal to or more stringent than those within current OPS statute and regulation.
- B. The AHJ shall relay information regarding conveyances within its territory to OPS on an annual frequency. This information shall be submitted to OPS no later than February 28th of each calendar year and shall include information from the previous calendar year. The information and information format shall be determined by OPS and shall be incorporated by reference herein to this MOA. This information shall also be provided to OPS upon request.

- C. The AHJ shall, in cooperation with OPS, establish a schedule for the AHJ to initially adopt standards listed in §9-5.5-112 (1), C.R.S. Following this initial adoption, the AHJ shall remain current in adoption of future standard versions within 12 months from the date at which OPS adopts the standard.
- D. The AHJ shall ensure that all new and existing conveyances regulated by OPS within the territory of the AHJ are registered with OPS prior to issuing a Certificate of Operation for those conveyances.
- E. The AHJ shall ensure that all conveyances within the AHJ territory are operating under a current Certificate of Operation.
- F. The AHJ shall ensure that all entities described in IV. D. above possess a valid license with OPS prior to conducting work in its territory. Information regarding unlicensed entities shall be reported to OPS immediately in order that OPS enforcement be initiated.
- G. Within 24 hours of notification received by the AHJ, the AHJ shall notify OPS of any accident resulting in injury to an individual.
- H. If the AHJ utilizes a subcontractor in the performance of its responsibilities under this MOA, the AHJ shall ensure that the subcontractor holds all required licenses and/or certification to perform their responsibilities and maintains adequate insurance coverage at all times while performing their responsibilities.
- I. The AHJ shall issue a construction permit to the conveyance owner or conveyance contractor prior to the installation or alteration of a regulated conveyance.
- J. If allowed per AHJ regulations, the AHJ shall review and make determination of approval or denial for all Alternate Materials and Methods Requests (AMMR - code variances) submitted by conveyance owners or contractors. The AHJ must notify OPS on all AMMR determinations.
- K. The AHJ shall make readily accessible to the general public any and all jurisdictional rules and applicable amendments to the adopted standards and codes that are deemed by OPS to be more stringent or restrictive. This information shall be reviewed, and updates as needed.

VI. ACCESS TO INFORMATION

- A. To the extent allowed by law, each party shall make available to each to the other party, at no cost, information regarding conveyances within its territory. Requests for information shall not impose an unreasonable resource burden on the other party.
- B. Upon reasonable notice to the AHJ during the term of this MOA, OPS may inspect and review AHJ's records with regard to this MOA.

VII. TERMINATION

The Parties may terminate this MOA for their convenience by notifying the other party in writing, as described in Section VIII C of this MOA of their intent to terminate this MOA. Such termination shall be effective thirty (30) calendar days following notice. Notwithstanding the above, OPS may terminate this MOA immediately if the AHJ fails to satisfactorily perform its responsibilities hereunder during the term of this MOA.

VIII. GENERAL PROVISIONS

A. Legal Authority

The parties warrant that each possesses actual, legal authority to enter into this MOA. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOA and bind that party to its terms. The person or persons signing this MOA, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOA, and any attachments or amendments hereto, on behalf of that party.

B. Notice of Pending Litigation

Unless otherwise provided for in this MOA, the AHJ shall notify OPS individuals, as listed below in C, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this MOA and which has been filed in any federal or state court or administrative agency.

C. Notice Procedure

All notices required to be given under this MOA shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements. When notice is sent via electronic mail (email) the notice shall be in the form of an official document signed by the responsible party and attached to the notification email.

For the AHJ:

Name & Title:	Town of Parker Randy Sale, Assistant Director-Building (Chief Building Official)
Address:	20120 E Mainstreet Parker, Colorado 80134-7335
Phone/Email:	303.841.1970/303.840.8592; rsale@parkeronline.org

For OPS:

Name & Title:	David Hutchcraft, Conveyance Program Manager
Address:	Colorado Department of Labor & Employment Division of Oil and Public Safety 633 17 th Street, Suite 500, Denver CO 80202
Phone/Email	303-319-5834, David.Hutchcraft@state.co.us

With a copy to:

Name & Title:	Mahesh Albuquerque, Director
Address:	Colorado Department of Labor & Employment Division of Oil and Public Safety 633 17 th Street, Suite 500, Denver CO 80202
Phone/Email	303-318-8502, Mahesh.Albuquerque@state.co.us

D. Independent Contractor

Neither AHJ nor any agent or employee of AHJ shall be or shall be deemed to be an agent or employee of OPS.

E. Third-Party Claims

Only to the extent that indemnification is consistent with any constitutional or statutory limitations on the AHJ's ability to indemnify others, to the extent permitted by law, the AHJ shall indemnify and hold OPS harmless against any third-party claims that may arise under this MOA as a direct result of the AHJ's performance or non-performance of its responsibilities hereunder.

F. Adherence To Applicable Laws.

At all times during the term of this MOA, both parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOA.

G. Venue.

The Parties agree that exclusive venue for any action related to this MOA shall be filed in the City and County of Denver, Colorado.

H. Governmental Immunity Act

No term or condition of this MOA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

I. Entire Understanding

This MOA is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

IX. APPROVALS

The Parties hereto have executed this MOA.

By: _____ Jeff Toborg, Mayor Date: _____ ATTEST: _____ Chris Vanderpool, Town Clerk APPROVED AS TO FORM: _____ Kristin Hoffmann, Town Attorney	Colorado Department of Labor and Employment Division of Oil and Public Safety By: _____ Mahesh Albuquerque, Director Date: _____
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Additional AHJ Approving Parties signatures (if applicable)

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____



Request for Town Council Action

Date: May 1, 2023

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.578 – First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract A and Lot 1, Salisbury North Minor Development Plan, 1st Amendment
Department: Engineering and Public Works, Michael Grabczyk
Second May 15, 2023
Reading:

EXECUTIVE SUMMARY

This item is an ordinance to dedicate an easement to the Parker Water and Sanitation District (PWSD) over Town-owned property at Salisbury Park North. This easement is being requested for the relocation of sanitary sewer by the Town's Cherry Creek at Dransfeldt Road stream improvements project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This item is an ordinance to dedicate an easement to the PWSD over Town-owned property at Salisbury Park North. This easement is being requested for the relocation of sanitary sewer by the Town's Cherry Creek at Dransfeldt Road stream improvements project. The existing sanitary sewer is currently within an easement on Town property which will be vacated once the new sewer is operational under a recorded easement. The old sanitary sewer will be removed and disposed of properly offsite.

This easement would grant a 30-foot wide non-exclusive easement to PWSD over the alignment of the relocated sewer which approximately follows the relocated trail and is shown in more detail on the attached easement map. This easement is non-exclusive and will not unduly limit future park improvements to this property.

FINANCIAL IMPACT

No financial impacts are associated with granting this easement.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Easement Map
3. Ordinance No. 1.578

RECOMMENDED MOTION

I move to approve Ordinance No. 1.578 on first reading and to schedule second reading for May 15, 2023, as part of the consent agenda.

CENTENNIAL

CHERRY CREEK AT DRANSFELDT

E-470

LONE
TREE

CHERRY CREEK

PARKER ROAD
(SH 183)TOWN OF
PARKEREASEMENT
LOCATION

CHERRY CREEK



0 4,300 8,600
Feet

Stormwater

-  Inlet
-  Inlet - by Others
-  Outfall
-  Outfall - by Others
-  Manhole
-  Manhole - by Others
-  Storm Pipe
-  Storm Pipe - by Others
-  Culvert
-  Culvert - by Others
-  Channel or Swale
-  Channel or Swale - by Others

-  Drop or Check
-  Drop or Check - by Others
-  Streams
-  Pond
-  Pond - by Others
-  Retention Pond
-  Retention Pond - by Others

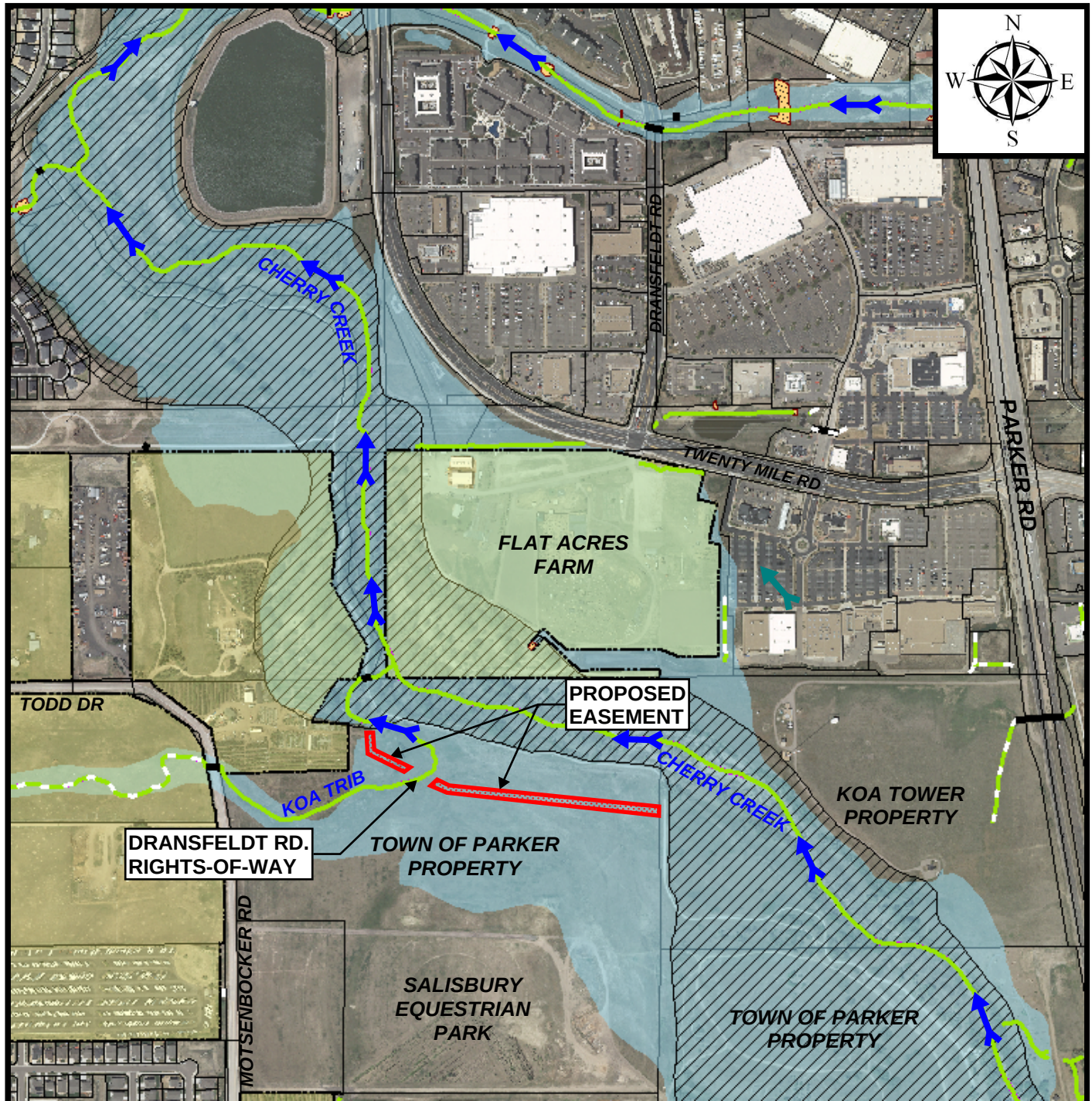
Other Features

-  Floodway
-  100 Year Floodplain
-  Riparian Conservation Zone
-  Maintenance Regions
-  Town Boundary

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

EASEMENT MAP

**SANITARY EASEMENT
CHERRY CREEK AT DRANSFELDT RD.**



ORDINANCE NO. 1.578, Series of 2023

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TRACT A AND LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAN, 1st AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tract A and Lot 1, Salisbury North Minor Development Plan, 1st Amendment; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Sanitary Sewer Main Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tract A and Lot 1, Salisbury North Minor Development Plan, 1st Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

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

30-FOOT NONEXCLUSIVE EASEMENT AGREEMENT (Tract A and Lot 1, Salisbury North Minor Development Plan, 1st Amendment)

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2023, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 19801 E. Mainstreet, Parker, Colorado 80138.

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

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

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

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

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

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

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

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

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

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

5. Miscellaneous.

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

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

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

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT A AND LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT PER PLAT RECORDED OCTOBER 25, 2022 AT RECEPTION NO. 2022069001 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SECTIONS 22 AND 27, SAID TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 BEARS SOUTH 00°17'07" EAST, A DISTANCE OF 1,329.90 FEET WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°17'07" EAST, A DISTANCE OF 720.40 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00°17'07" EAST, A DISTANCE OF 30.17 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 84°14'36" WEST, A DISTANCE OF 1,023.30 FEET;

THENCE NORTH 55°27'19" WEST, A DISTANCE OF 511.40 FEET;

THENCE NORTH 02°00'29" WEST, A DISTANCE OF 130.95 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN 30.00-FOOT-WIDE PARKER WATER AND SANITATION DISTRICT EASEMENT RECORDED IN BOOK 1950 AT PAGE 687, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 79°39'11" EAST, A DISTANCE OF 30.71 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTH 02°00'29" EAST, A DISTANCE OF 109.28 FEET;

THENCE SOUTH 55°27'19" EAST, A DISTANCE OF 488.60 FEET;

THENCE SOUTH 84°14'36" EAST, A DISTANCE OF 1,012.43 FEET TO THE **POINT OF BEGINNING**.

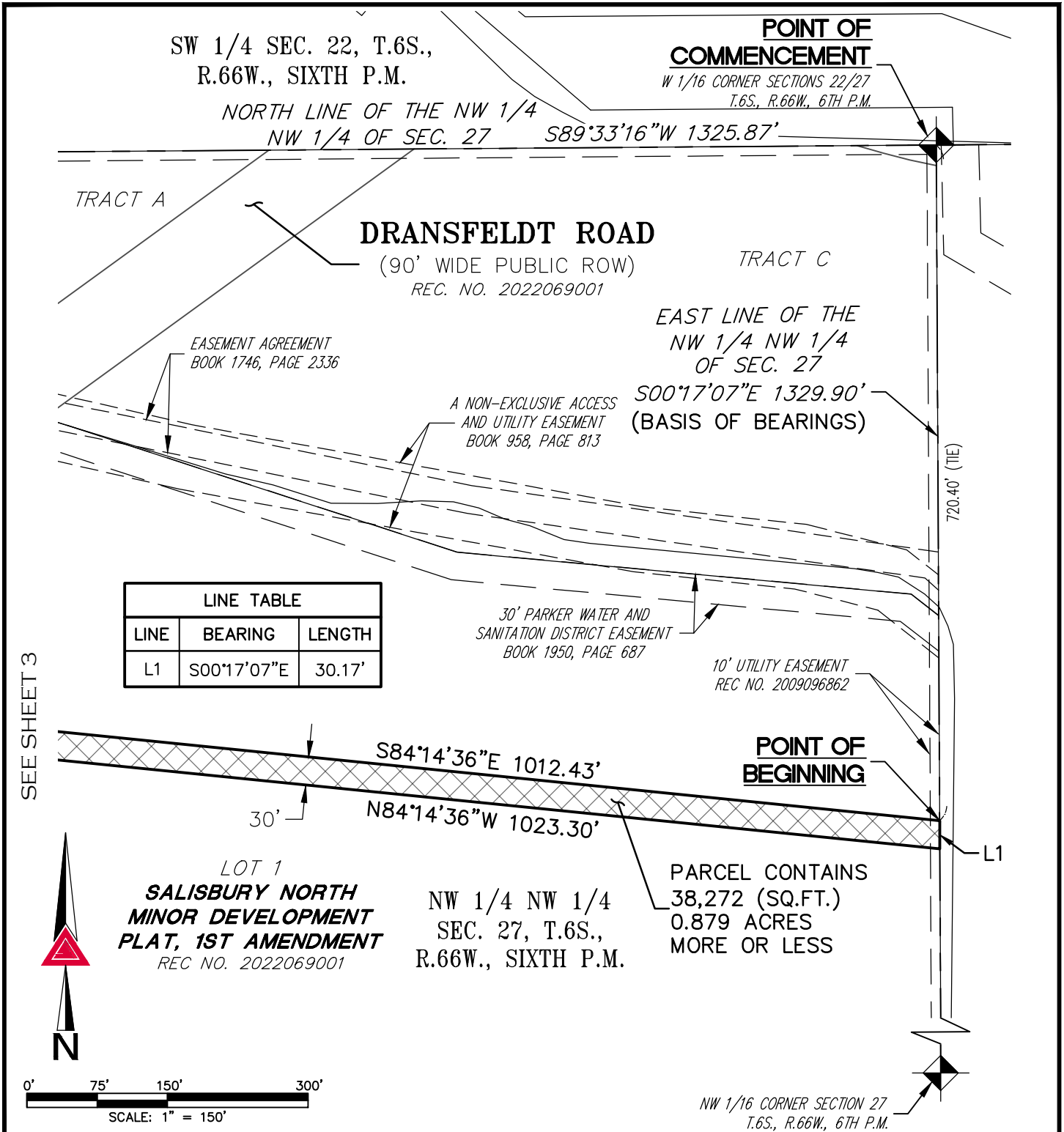
EXCEPT THEREFROM THAT PORTION OF DRANSFELDT ROAD DEDICATED ON SAID PLAT OF SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT.

CONTAINING AN AREA OF 1.063 ACRES, (46,276 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

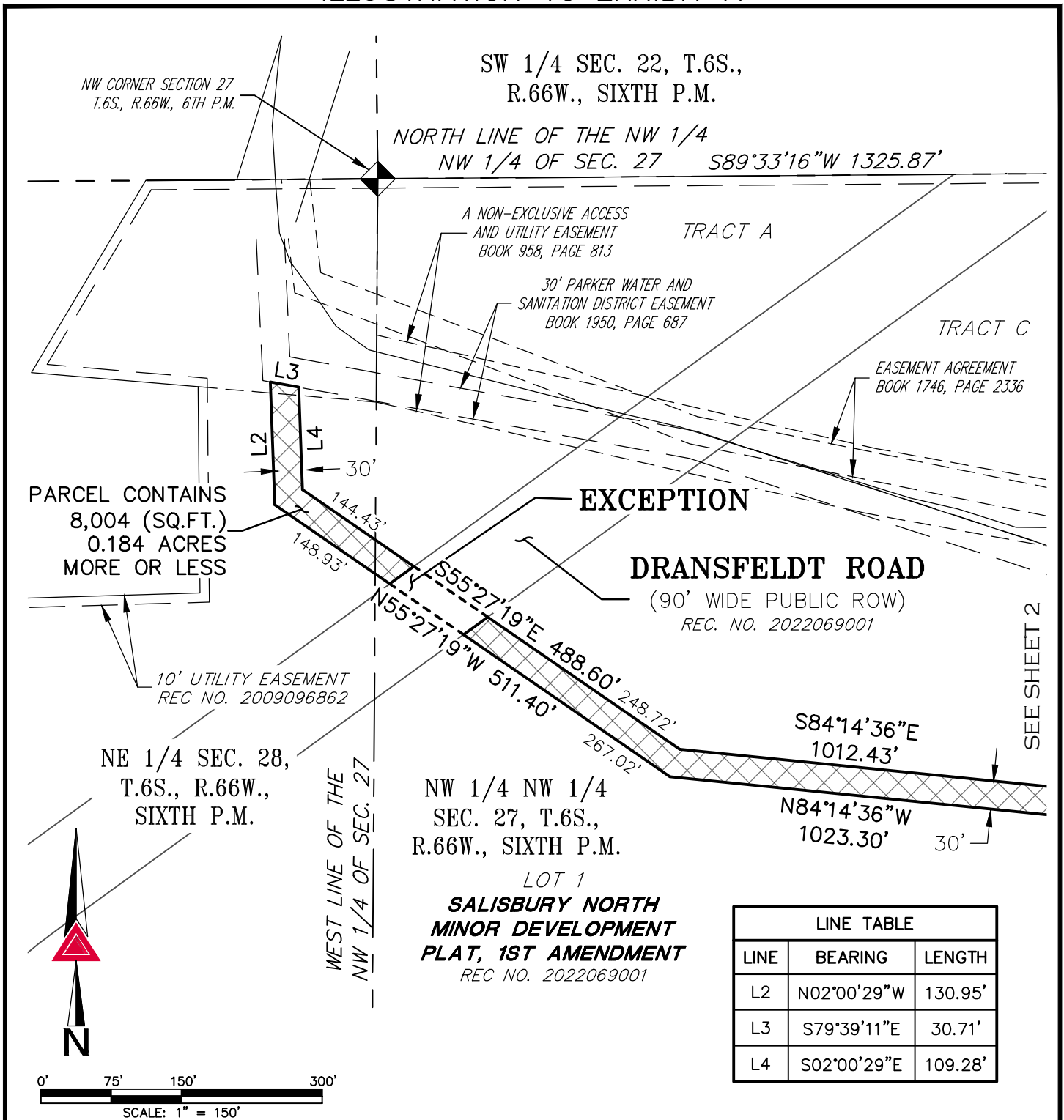
BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

ILLUSTRATION TO EXHIBIT A



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



Request for Town Council Action

Date: May 1, 2023

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.579 - First Reading**
A Bill for Ordinance to Approve the Right of Way Purchase and Sale Agreement By and Between CST Metro LLC and the Town of Parker for a Portion of Tract A, MacLachlan Subdivision Filing No. 1
Department: Engineering and Public Work, Alex Mestdagh
Second Reading: May 15, 2023

EXECUTIVE SUMMARY

This ordinance proposes to approve a Purchase and Sale Agreement between the Town and CST Metro, LLC for the purchase of right-of-way and temporary easements over portions of Tract A and Lot 8 of MacLachlan Subdivision Filing No. 1. These acquisitions are necessary to accommodate improvements 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 widen the south side of Ponderosa Drive west of Parker Road in order to improve the efficiency of this intersection. These improvements will require additional right-of-way to be obtained on Tract A of MacLachlan Subdivision Filing No. 1 to accommodate the widened roadway. Tract A contains a stormwater detention pond that serves the overall commercial development and does not house any business use. The widening of the roadway into Tract A will require the regrading of the detention pond to ensure it continues to operate properly. Temporary easements are proposed to be obtained over Tract A and a portion of the adjacent property (Lot 8) to allow for this work. Tract A and Lot 8 are both owned by CST Metro, LLC.

The Town hired a licensed appraiser to determine the value of these right-of-way and easements, and has negotiated in good faith with the property owner. At the request of the property owner, a Purchase and Sale Agreement has been written for this transaction. These acquisitions are the final item needed to secure all project clearances from the Colorado Department of Transportation, which will allow the project to be advertised for construction.

FINANCIAL IMPACT

Payment for the right-of-way and easements in the amount of \$56,384 will come from appropriated funds for the capital project.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



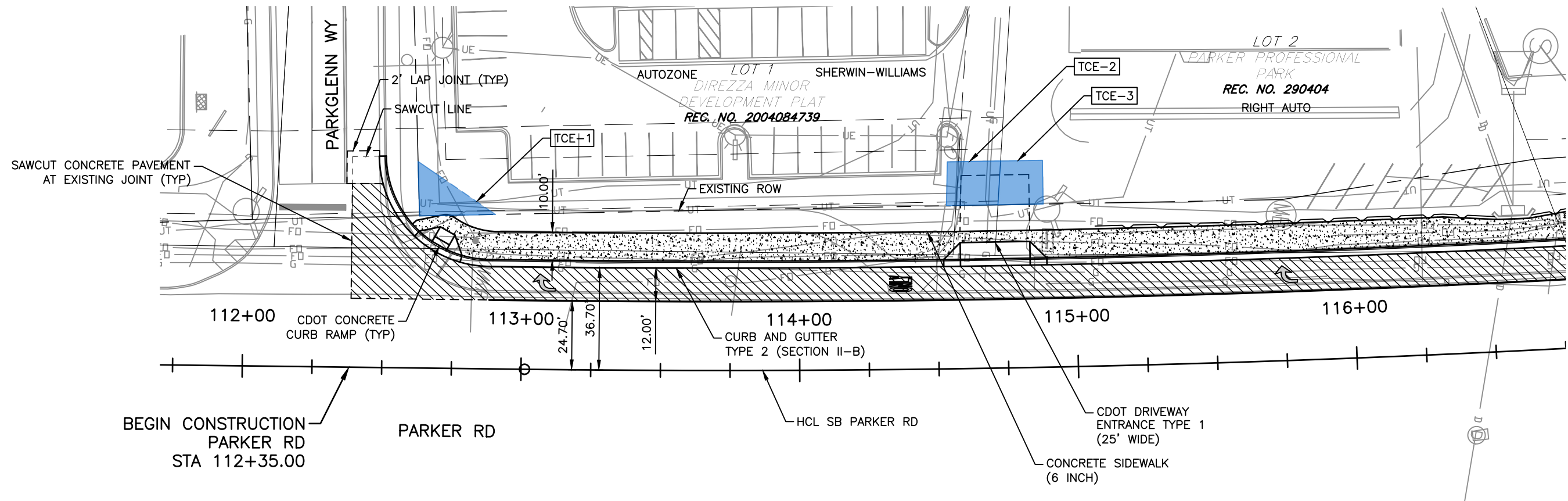
INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.579

RECOMMENDED MOTION

I move to approve Ordinance No. 1.579 on first reading and to schedule second reading for May 15, 2023, as part of the consent agenda.



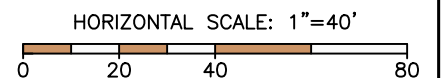
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT AQUISICTION

ID	OWNER	EASEMENT TYPE	AREA
TCE-1	DW PARTNERSHIP LP & BPD	TEMPORARY CONSTRUCTION	0.006 AC (265 SF)
TCE-2	DW PARTNERSHIP LP & BPD	TEMPORARY CONSTRUCTION	0.007 AC (295 SF)
TCE-3	LONGS PEAK PROPERTY INVESTMENTS INC & PRO GROUP INVESTMENTS LLC	TEMPORARY CONSTRUCTION	0.006 AC (245 SF)

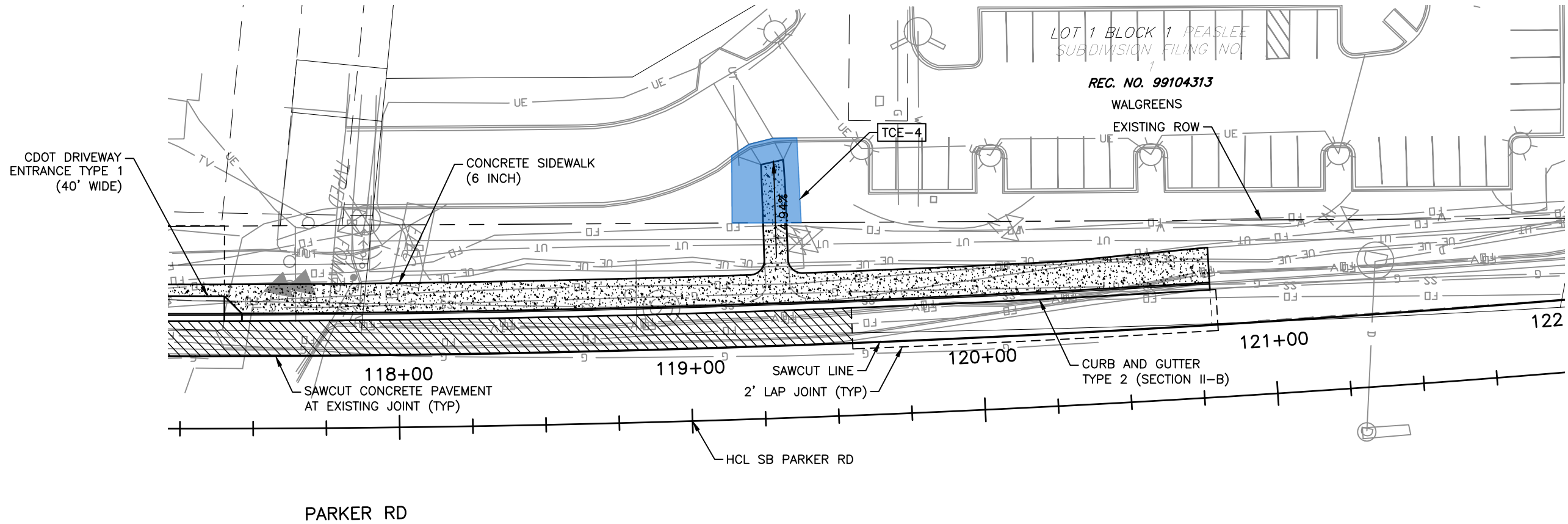
NOTES:

SEE OTHER PLANS FOR ADDITIONAL INFORMATION RELATED TO DRAINAGE, UTILITY, AND TRAFFIC SIGNAL ITEMS.



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Print Date: 10/28/2021 10:26:59 AM	(R-X) 000	Sheet Revisions			PARKER COLORADO	As Constructed		NORTH PARKER ROAD RIGHT OF WAY EXHIBITS		Project No./Code
File Name: 117363-12 Proposed ROW Exhibits.dwg		Date	Comments	Initials		No Revisions:				117363-07
Horizontal Scale: 1"=40' Vertical Scale: N/A						Revised:		Designer: DCS	Structure Numbers	
FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com						Void:		Detailer: DCS	Sheets: EX-1 of 4	Sheet Number



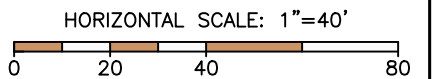
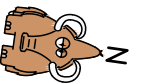
LEGEND

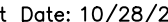
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT AQUISITION

ID	OWNER	EASEMENT TYPE	AREA
TCE-4	BOGOMILSKY FAMILY LLC & BERNARD B & ROSEMARIE A MIRKIN FAMILY TRUST ET AL	TEMPORARY CONSTRUCTION	0.011 AC (475 SF)

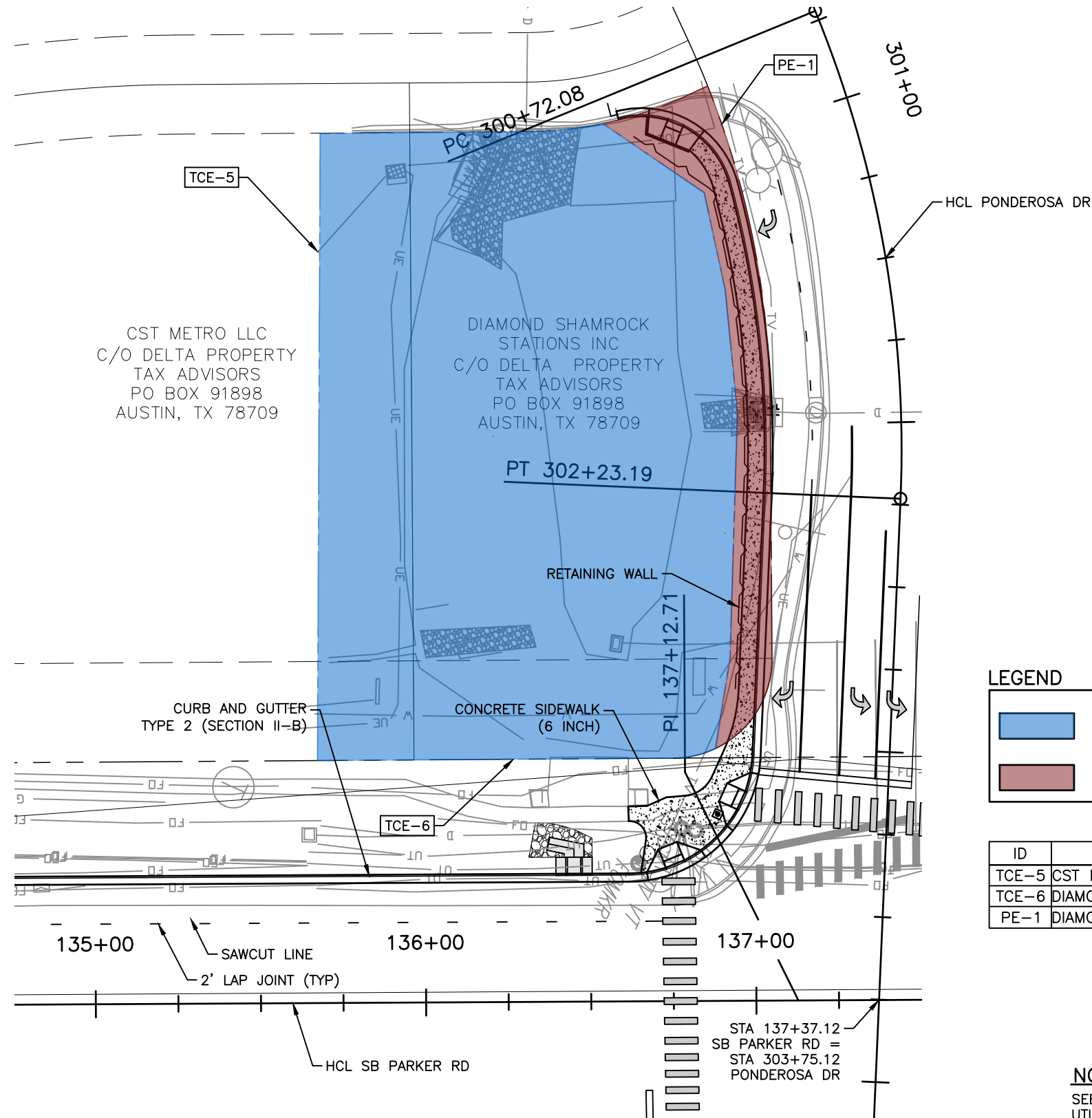
NOTES:

SEE OTHER PLANS FOR ADDITIONAL INFORMATION RELATED TO DRAINAGE, UTILITY, AND TRAFFIC SIGNAL ITEMS.



Print Date: 10/28/2021 10:27:39 AM		(R-X)	Sheet Revisions			 PARKER COLORADO	As Constructed		NORTH PARKER ROAD RIGHT OF WAY EXHIBITS			Project No./Code		
File Name: 117363-12 Proposed ROW Exhibits.dwg			Date	Comments	Initials		No Revisions:					117363-07		
Horizontal Scale: 1"=40' Vertical Scale: N/A							Revised:		Designer: DCS		Structure			
 FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com							Void:		Detailer: DCS		Numbers			
							Subset: Roadway		Sheets: EX-2 of 4		Sheet Number			

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LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT AQUISITION

ID	OWNER	EASEMENT TYPE	AREA
TCE-5	CST METRO LLC	TEMPORARY CONSTRUCTION	0.123 AC (5350 SF)
TCE-6	DIAMOND SHAMROCK STATIONS INC	TEMPORARY CONSTRUCTION	0.408 AC (17790 SF)
PE-1	DIAMOND SHAMROCK STATIONS INC	PERMANENT	0.058 AC (2545 SF)

NOTES:

SEE OTHER PLANS FOR ADDITIONAL INFORMATION RELATED TO DRAINAGE, UTILITY, AND TRAFFIC SIGNAL ITEMS.



HORIZONTAL SCALE: 1"=40'



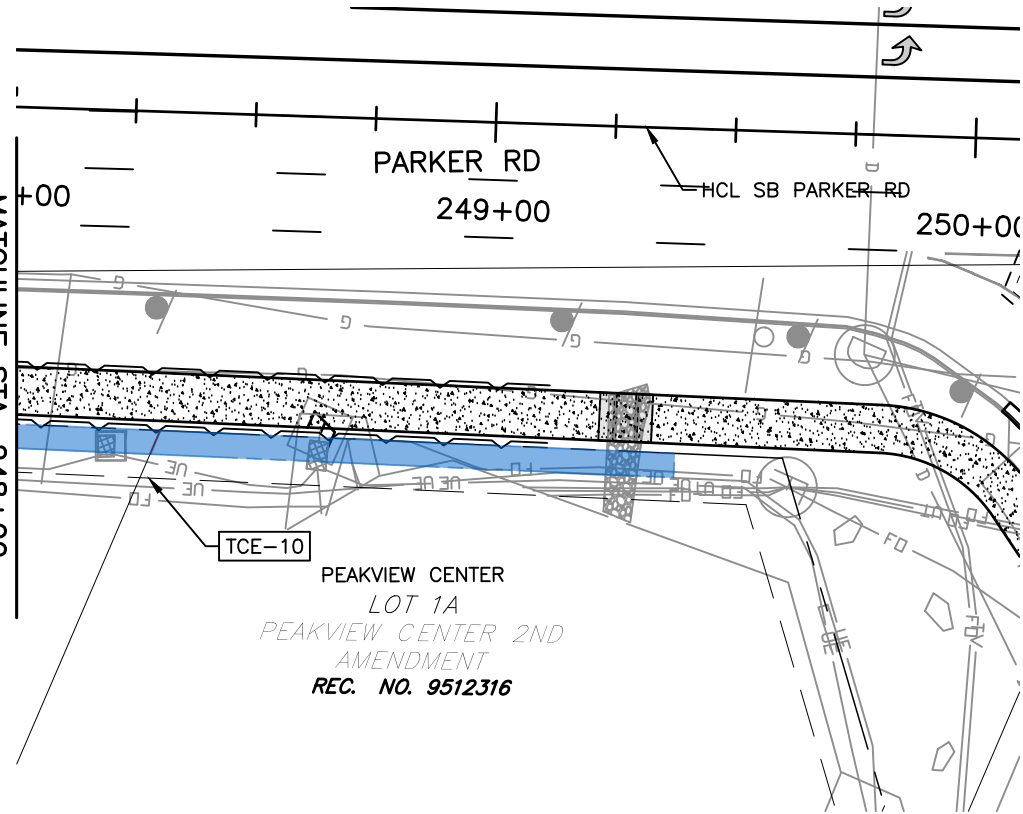
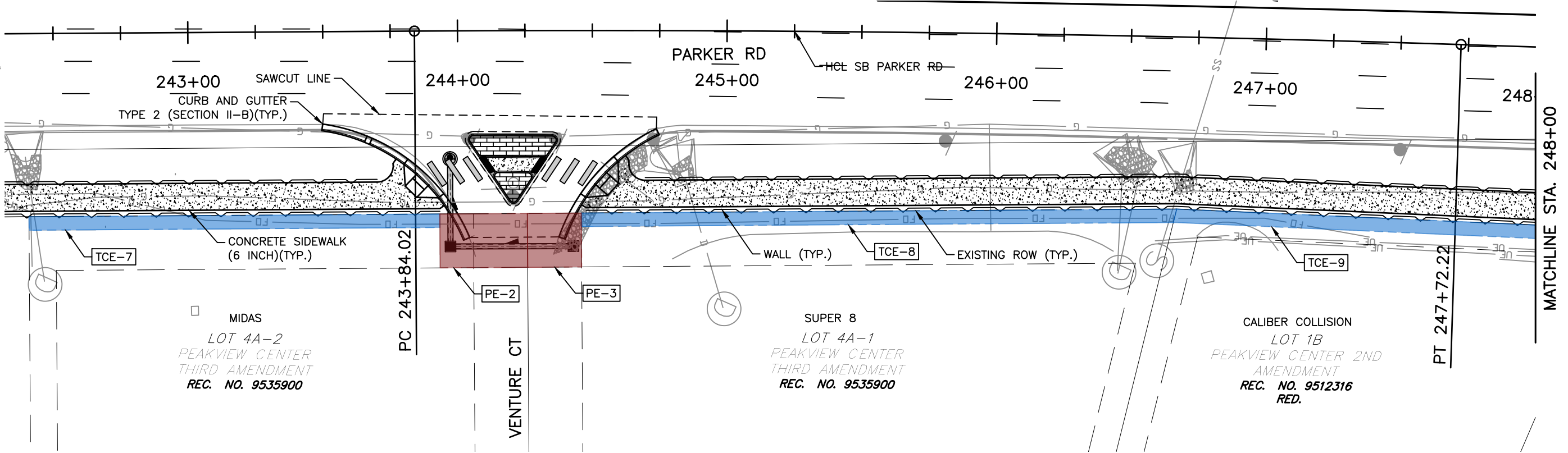
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File Name: 117363-12 Proposed ROW Exhibits.dwg
Horizontal Scale: 1"=40' Vertical Scale: N/A
6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com

Sheet Revisions			
(R-X)	Date	Comments	Initials



As Constructed		NORTH PARKER ROAD RIGHT OF WAY EXHIBITS			Project No./Code
No Revisions:					117363-07
Revised:		Designer: DCS	Structure		
		Detailer: DCS	Numbers		
Void:		Subset: Roadway	Sheets: EX-3 of 4		Sheet Number

I:\117363-07 North Parker Road\02-CADD\Exhibits\117363-12 Proposed ROW Exhibits, 10/28/2021 10:28:57 AM, Michelle.Schefflin



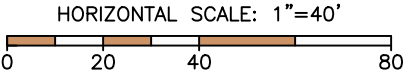
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT AQUISITION

ID	OWNER	EASEMENT TYPE	AREA
TCE-7	NORMAX LLC C/O MARVIN R POER & COMPANY	TEMPORARY CONSTRUCTION	0.175 AC (762 SF)
TCE-8	PEAKVIEW PARKER LLC	TEMPORARY CONSTRUCTION	0.025 AC (1101 SF)
TCE-9	LATTNER INVESTMENT GROUP LLC	TEMPORARY CONSTRUCTION	0.019 AC (815 SF)
TCE-10	PEAKVIEW PARKER LLC	TEMPORARY CONSTRUCTION	0.012 AC (541 SF)
PE-2	NORMAX LLC C/O MARVIN R POER & COMPANY	PERMANENT	0.015 AC (648 SF)
PE-3	PEAKVIEW PARKER LLC	PERMANENT	0.009 AC (400 SF)

NOTES:

SEE OTHER PLANS FOR ADDITIONAL INFORMATION RELATED TO DRAINAGE, UTILITY, AND TRAFFIC SIGNAL ITEMS.



Print Date: 10/28/2021 10:28:57 AM
File Name: 117363-12 Proposed ROW Exhibits.dwg
Horizontal Scale: 1"=40' Vertical Scale: N/A
 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com

Sheet Revisions			
(R-X)	Date	Comments	Initials



As Constructed		NORTH PARKER ROAD RIGHT OF WAY EXHIBITS			Project No./Code
No Revisions:					117363-07
Revised:	Designer:	DCS	Structure		Sheet Number
	Detailer:	DCS	Numbers		
Void:	Subset:	Roadway	Sheets:	EX-4 of 4	

ORDINANCE NO. 1.579, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN CST METRO LLC AND THE TOWN OF PARKER FOR A PORTION OF TRACT A, MACLACHLAN SUBDIVISION FILING NO. 1

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

Section 1. The Town Council of the Town of Parker hereby approves the Right-of-Way Purchase and Sale Agreement by and between CST Metro LLC and the Town of Parker for a Portion of Tract A, MacLachlan Subdivision Filing No. 1, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

Section 4. 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

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between CST Metro LLC, a Michigan limited liability company, whose address is 19500 Bulverde Road, Suite 100, San Antonio, Texas 78259 ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

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

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

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

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

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

(b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$56,384.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

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

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

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

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

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

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

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

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

(a) A special warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in Exhibit A to Purchaser in fee simple, subject only to the Permitted Exceptions.

(b) A temporary easement agreement, prepared by legal counsel for the Town of Parker for the property described in Exhibit B.

6. Closing. The date, time, and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **June 1, 2023**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Environmental Matters.

(1) The Property has been used for petroleum product storage and sale;

(2) The soil and/or groundwater at the Property may be contaminated with petroleum product constituents and/or other contaminants;

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

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

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

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

12. Contingencies.

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

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

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

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

13. Remedies.

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

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

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

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

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

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

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

17. Recording. This Agreement may not be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

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

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

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

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

SELLER: CST METRO LLC

By: _____

PURCHASER: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

EXHIBIT "A"

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

PARCEL NUMBER: RW-6

February 2, 2022

DESCRIPTION

A RIGHT-OF-WAY NO. RW-6 OF THE COUNTY OF DOUGLAS RIGHT OF WAY PROJECT NO. C M039-007/MTF M039-009, IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF TRACT A, MACLACHLAN SUBDIVISION FILING NO. 1 RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118 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 41°27'49" EAST, A DISTANCE OF 1,866.88 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT A, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 75°15'26" WEST, A DISTANCE OF 27.80 FEET;

THENCE SOUTH 67°42'48" WEST, A DISTANCE OF 74.32 FEET;

THENCE SOUTH 60°19'47" WEST, A DISTANCE OF 37.26 FEET;

THENCE SOUTH 53°49'42" WEST, A DISTANCE OF 30.20 FEET;

THENCE SOUTH 10°17'37" WEST, A DISTANCE OF 37.11 FEET TO THE EASTERLY LINE OF THAT CERTAIN THIRTY (30) FOOT WIDE ACCESS AND UTILITY EASEMENT AS DEPICTED ON SAID MACLACHLAN SUBDIVISION FILING NO. 1, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 115.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 54°11'57" WEST;

THENCE ALONG SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°59'09", AN ARC LENGTH OF 26.06 FEET;
2. NORTH 48°47'12" WEST, A DISTANCE OF 7.71 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT A, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 270.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 45°35'53" EAST;

THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID NORTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°11'58", AN ARC LENGTH OF 99.90 FEET;

2. NORTH 65°36'05" EAST, A DISTANCE OF 75.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET;
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°04'07", AN ARC LENGTH OF 34.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED RIGHT-OF-WAY CONTAINS AN AREA OF 0.058 ACRES, (2,545 SQUARE FEET), MORE OR LESS.

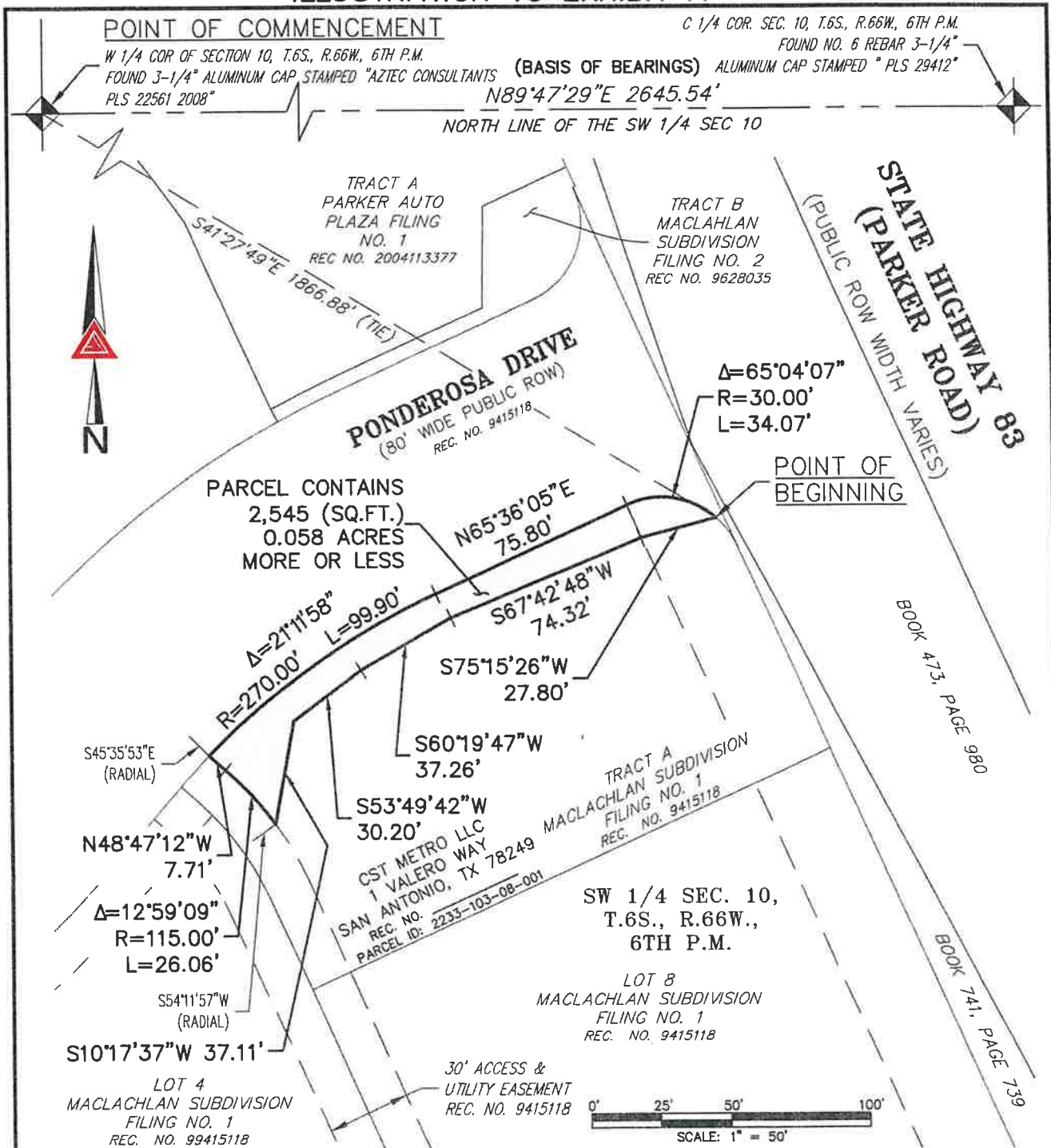
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE 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 - RW-6.DWG
DWG: BAM CHK: KDS
DATE: 2022-02-02
SCALE: 1" = 50'



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

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

RIGHT-OF-WAY 6
UNINCORPORATED DOUGLAS COUNTY
STATE OF COLORADO

JOB NUMBER 24921-06

4 OF 4 SHEETS

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the "Easement Agreement") is made the ____ day of April, 2023, between CST METRO LLC, a Michigan limited liability company, whose legal address is 19500 Bulverde Road, Suite 100 San Antonio, Texas 98259 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("Grantee").

THE GRANTOR, for good and valuable consideration the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit A**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

GRANTOR: CST METRO LLC

BY: _____

ATTEST

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by _____, as _____ of CST Metro LLC.

My Commission Expires:

Notary Public
Address:

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Manager

Attest: _____
Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

EXHIBIT "A"

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

PARCEL NUMBER: TCE-5

February 3, 2022

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-5 OF THE COUNTY OF DOUGLAS RIGHT OF WAY PROJECT NO. C M039-007/MTF M039-009, IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 8, MACLACHLAN SUBDIVISION FILING NO. 1 RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118 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 40°45'27" EAST, A DISTANCE OF 1,955.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 8, SOUTH 24°23'55" EAST, A DISTANCE OF 29.25 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 66°14'44" WEST, A DISTANCE OF 190.00 FEET TO THE EASTERLY LINE OF THAT CERTAIN THIRTY (30) FOOT WIDE ACCESS AND UTILITY EASEMENT AS DEPICTED ON SAID MACLACHLAN SUBDIVISION FILING NO. 1;

THENCE ALONG SAID EASTERLY LINE, NORTH 24°23'55" WEST, A DISTANCE OF 27.11 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 8;

THENCE DEPARTING SAID EASTERLY LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 8, NORTH 65°36'05" EAST, A DISTANCE OF 189.99 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.123 ACRES, (5,354 SQUARE FEET), MORE OR LESS.

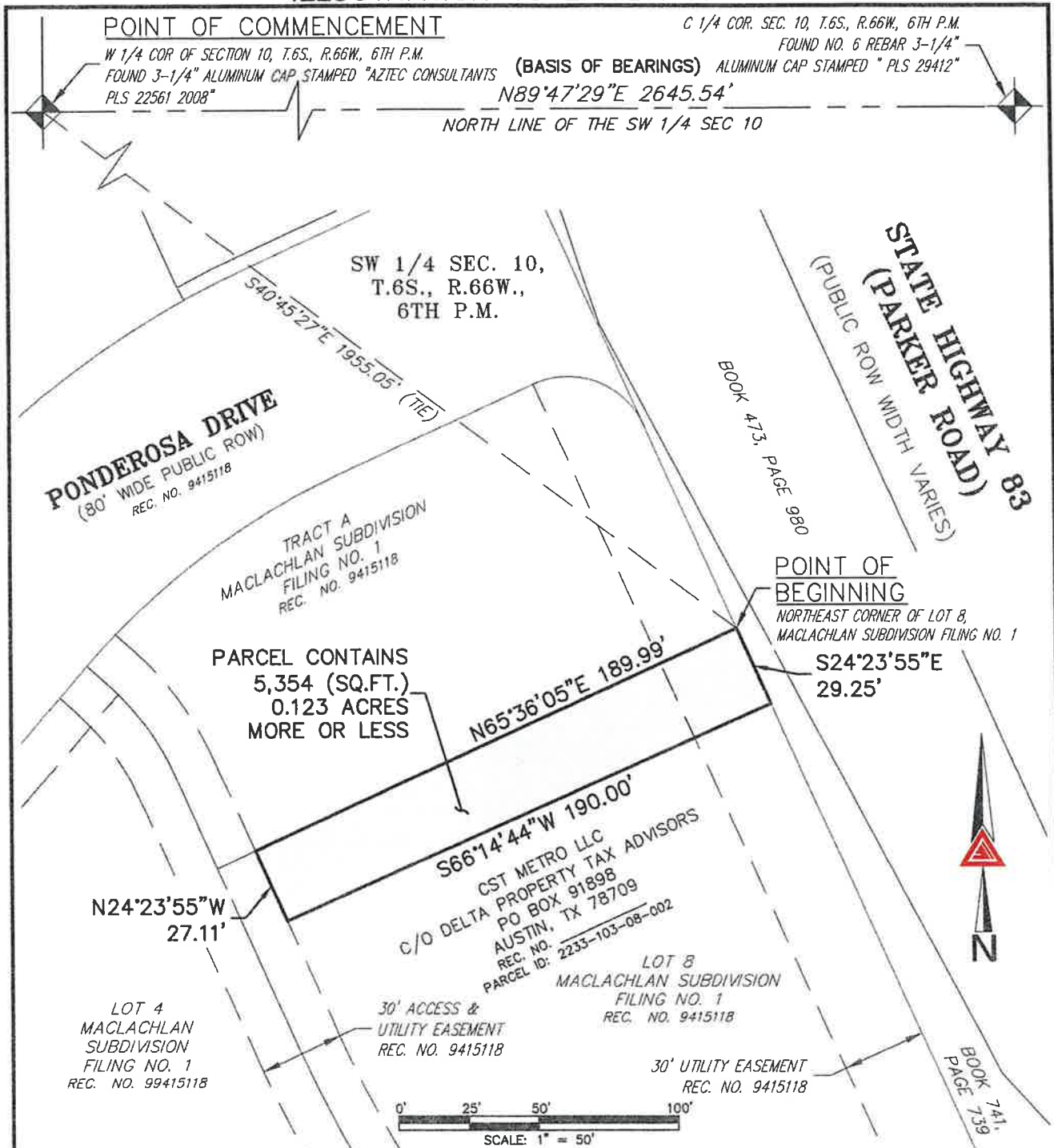
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE 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



PATH:
DWG NAME: NORTH PARKER ROAD - TCE-5.DWG
DWG: BAM CHK: KDS
DATE: 2022-02-03
SCALE: 1" = 50'



AZTEC
CONSULTANTS, INC.

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

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

TEMPORARY CONSTRUCTION EASEMENT 5
UNINCORPORATED DOUGLAS COUNTY
STATE OF COLORADO

JOB NUMBER 24921-06

4 OF 4 SHEETS

EXHIBIT "A"

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

PARCEL NUMBER: TCE-6

February 3, 2022

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-6 OF THE COUNTY OF DOUGLAS RIGHT OF WAY PROJECT NO. C M039-007/MTF M039-009, IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF TRACT A, MACLACHLAN SUBDIVISION FILING NO. 1 RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118 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 40°45'27" EAST, A DISTANCE OF 1,955.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A, SOUTH 65°36'05" WEST, A DISTANCE OF 189.99 FEET TO THE EASTERLY LINE OF THAT CERTAIN THIRTY (30) FOOT WIDE ACCESS AND UTILITY EASEMENT AS DEPICTED ON SAID MACLACHLAN SUBDIVISION FILING NO. 1;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 24°23'55" WEST, A DISTANCE OF 35.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 115.00 FEET;
2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°24'08", AN ARC LENGTH OF 22.89 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 10°17'37" EAST, A DISTANCE OF 37.11 FEET;

THENCE NORTH 53°49'42" EAST, A DISTANCE OF 30.20 FEET;

THENCE NORTH 60°19'47" EAST, A DISTANCE OF 37.26 FEET;

THENCE NORTH 67°42'48" EAST, A DISTANCE OF 74.32 FEET;

THENCE NORTH 75°15'26" EAST, A DISTANCE OF 27.80 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT A, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 40°40'12" WEST;

THENCE ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°55'53", AN ARC LENGTH OF 13.05 FEET;
2. SOUTH 24°23'55" EAST, A DISTANCE OF 78.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.408 ACRES, (17,792 SQUARE FEET), MORE OR LESS.

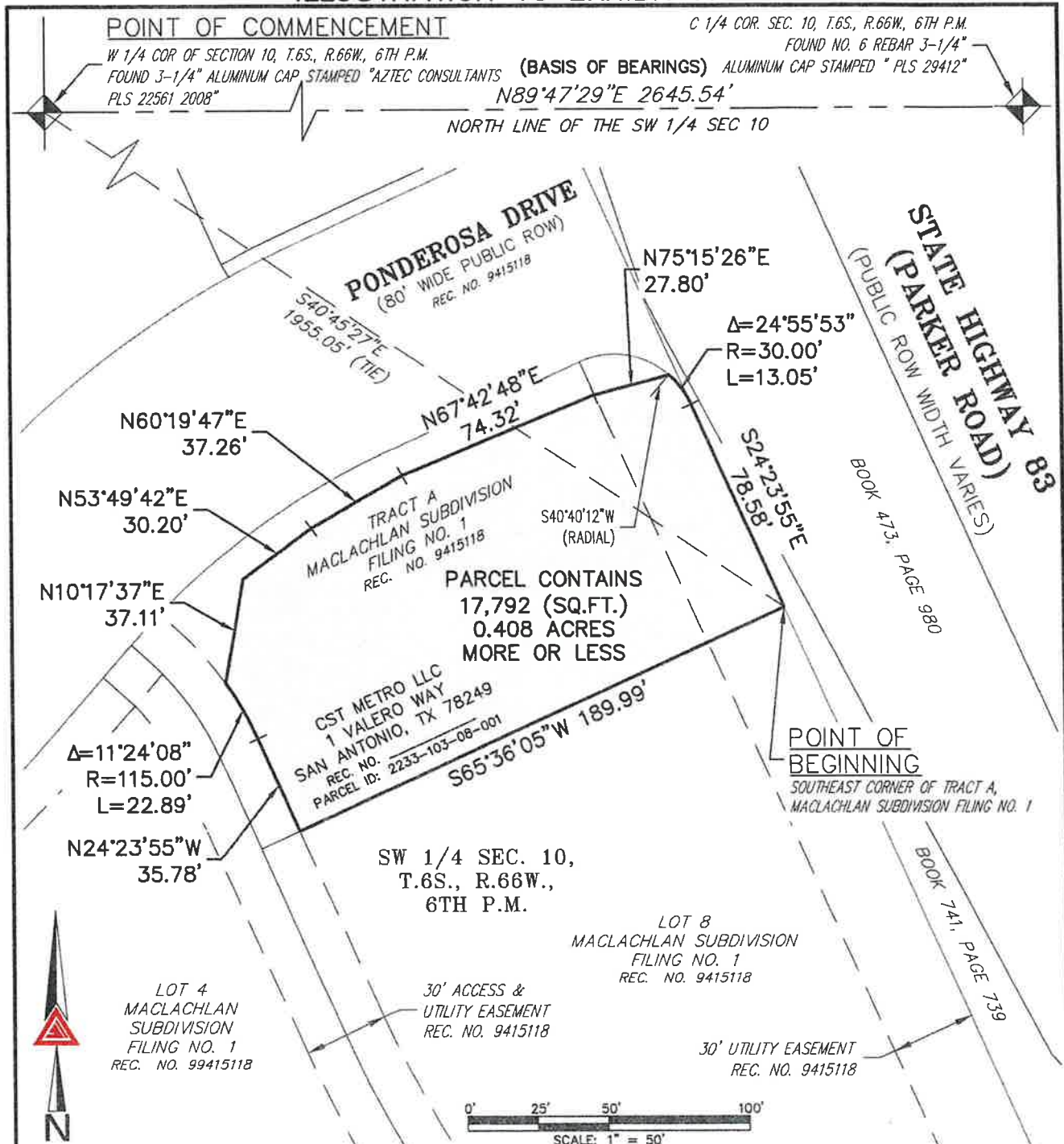
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE 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 - TCE-B.DWG
DWG: BAM CHK: KDS
DATE: 2022-02-03
SCALE: 1" = 50'



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

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

TEMPORARY CONSTRUCTION EASEMENT 6
UNINCORPORATED DOUGLAS COUNTY
STATE OF COLORADO

JOB NUMBER 24921-06

4 OF 4 SHEETS



Request for Town Council Action

Date: May 1, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.357 - First Reading**
A Bill for an Ordinance to Approve the Douglas County ARPA Beneficiary Agreement By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker

Department: Police, Jim Tsurapas
Town Attorney, Kelsey Hall

Second Reading: May 15, 2023

EXECUTIVE SUMMARY

The proposed Douglas County ARPA Beneficiary Agreement (the "IGA") will provide up to \$75,000 in reimbursement funds to the Town for the purchase of a second vehicle for the Community Response Team ("CRT").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Douglas County (the "County") received Coronavirus Local Fiscal Recovery Fund ("SLFRF") dollars from the American Rescue Plan Act ("ARPA") under the revenue replacement category. The County would like to utilize a portion of its SLFRF dollars to reimburse the Town, up to a maximum of \$75,000, to help expand the CRT through the purchase of an additional unmarked police vehicle and law enforcement equipment.

FINANCIAL IMPACT

The Town has already budgeted for the purchase of this vehicle; therefore, the funds provided by the IGA would serve as a replacement of the funds previously budgeted for this expense.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.357

RECOMMENDED MOTION

I move to approve Ordinance No. 9.357 on first reading and to schedule second reading for May 15, 2023, as part of the consent agenda.

ORDINANCE NO. 9.357, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE DOUGLAS COUNTY ARPA BENEFICIARY AGREEMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Douglas County ARPA Beneficiary Agreement by and between the Board of County Commissioners of County of Douglas and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

DOUGLAS COUNTY ARPA BENEFICIARY AGREEMENT

This Douglas County ARPA Beneficiary Agreement (the "Agreement"), is made and entered into this ____ day of _____, 2023, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County") and the **TOWN OF PARKER on behalf of the PARKER POLICE DEPARTMENT**. The County and the Beneficiary shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, collectively, the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"); and

WHEREAS, ARPA provides resources to respond to the COVID-19 public health emergency, its economic impacts, and to rebuild a stronger, more equitable economy as the country recovers; and

WHEREAS, the County received an allocation of SLFRF from the United States Department of the Treasury (the "Treasury") to support recovery efforts including the ability to provide funding to subrecipients and beneficiaries to spend on eligible expenditures under ARPA; and

WHEREAS, Section 35.6(d) of the SLFRF Final Rule, as codified in 31 C.F.R. Part 35 (the "Final Rule") lists revenue replacement as an eligible expense of SLFRF, and the County has opted to receive SLFRF pursuant to this category; and

WHEREAS, within the eligible use categories outlined in the provisions of ARPA, the County has flexibility to determine how best to use payments from ARPA to meet the needs of their communities and populations provided the uses meet the objectives outlined in Section 603(c) of the Social Security Act as added by Section 9901 of ARPA ("SLFRF Objectives"); and

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to the Beneficiary, and the Beneficiary wishes to receive from the County, SLFRF Funds for disbursement through a County COVID-19 grant in order to assist in mitigating and recovering from the impacts of the COVID-19 public health emergency (the "Grant"); and

WHEREAS, Section 35.6(b)(3)(i)(C) of the Final Rule lists behavioral healthcare and first responder services as an eligible expense of the SLFRF, and the Beneficiary desires to use the Grant to purchase vehicles and other equipment for its Community Response Team;

WHEREAS, the County has determined that the Grant described herein is reasonably necessary to mitigate and/or recover from the impacts of the COVID-19 public health emergency and is an eligible expenditure of SLRF under ARPA; and

WHEREAS, the Parties desire to enter to this Agreement in order to set forth the terms and conditions pertaining to such Grant.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual

covenants and promises herein contained, the County and the Beneficiary agree as follows:

1. **Amount of Grant.** The County shall provide SLFRF funds to the Beneficiary in total amount not to exceed Seventy-Five Thousand Dollars and no/100 (\$75,000.00) (the "Grant Funds"). The County shall disburse Grant Funds as described in Exhibit A, attached hereto and incorporated herein.

To the extent any Grant Funds provided to the Beneficiary under this Agreement are not actually expended, or any costs and expenses are subsequently refunded to the Beneficiary, the Beneficiary agrees that it shall return any Grant Funds that are unused or refunded to the County by the date specified in Section 2 below. Any Grant Funds provided, in whole or in part, by the County, are still subject to federal review and have the potential to be subsequently dis-allowed. As such, no provision of Grant Funds by the County shall be construed to operate as a waiver of the Beneficiary's obligation to comply with the SLFRF Objectives, this Agreement, and any other laws, regulations or rules; nor shall any such provision operate as a waiver or estoppel of the Beneficiary's obligation to return or repay any Grant Funds distributed to the Beneficiary that are subsequently found to not have been used or reimbursed for objectives and eligible expenses as defined in the Treasury SLFRF Interim or Final Rule ("Eligible Expenses") or the use of which was found to be in violation of this Agreement or otherwise unlawful.

2. **Use of Grant Funds.** The Beneficiary hereby certifies that it shall use Grant Funds for Eligible Expenses only and shall return any unexpended Grant Funds to the County by December 31, 2024, except where a subsequent date is approved in writing from the County. Uses of the Grant Funds are limited to those described in Exhibit B, attached hereto and incorporated herein. Sub-award of any Grant Funds is not allowed without the written approval of the County.

The Beneficiary agrees to comply with all applicable provisions of 2 CFR 200 subpart D, including, but not limited to, the requirement that with respect to any purchase or improvement of any real or personal property, that is paid for or reimbursed with Grant Funds, title for the real or personal property shall vest in the Beneficiary and, if at any time the real or personal property is no longer going to be used for the uses described in Exhibit B or is going to be transferred to another entity or otherwise disposed of, the Beneficiary shall, prior to converting the property to any other use or to transferring title or otherwise disposing of the property, promptly notify the County in writing. The County shall then, if appropriate, obtain disposition instructions from the Treasury and forward such instructions to the Beneficiary, and the Beneficiary shall comply with such disposition instructions.

3. **Accounting.** The Beneficiary agrees to comply with the accounting principles and procedures required by 2 CFR 200, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Beneficiary also agrees to be solely responsible for ensuring that it disburses and accounts for the Grant Funds received from the County in strict compliance with any regulations or guidance issued by the Treasury, this Agreement, and all other applicable statutory and regulatory accounting requirements. The Beneficiary shall maintain a complete set of books and records documenting its use of Grant Funds and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility and financial and other administrative aspects involved in use of the Grant Funds.

4. Audit/Records of Expenditures. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Beneficiary which are pertinent to this Agreement for the purpose of making an audit, examination, or excerpts. The Beneficiary shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Beneficiary's performance for a minimum period of five (5) years from December 31, 2024, or the date of the last expenditure of Grant Funds, whichever is later. The records shall be sufficient to definitively establish that the Grant Funds were used in a manner consistent with this Agreement. If the Beneficiary fails to comply with the use criteria or fails to keep and maintain adequate records as provided herein, it shall be required to return the Grant Funds or any portion thereof upon the written request of the County.

The Beneficiary agrees to cooperate with the County fully and completely in any audit of the Grant Funds provided to the Beneficiary pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Beneficiary's expenditure of Grant Funds, the Beneficiary agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Beneficiary is alleged to have mis-used or failed to properly account for the Grant Funds.

Beneficiaries are not subject to the requirements placed on subrecipients in the Uniform Guidance, including audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F and are not required to report the Funds received through this Agreement on a Schedule of Expenditures of Federal Awards (SEFA).

5. Reporting. The source of Funds for this Agreement is the County's calculated revenue loss as permitted under § 35.6(d) of the SLFRF Final Rule. The Final Rule provides that these Funds may be used for the provision of government services. Final Rule FAQ 13.14 notes that "Recipients' (the County) use of revenue loss funds does not give rise to subrecipient relationships" The FAQ further notes that "Treasury is not collecting subaward data for projects categorized under Expenditure Category Group 6 "Revenue Replacement." As such, the County considers the recipient of these funds a Beneficiary rather than a Subrecipient. Beneficiaries are not subject to the reporting requirements placed on subrecipients in the Uniform Guidance. However, the Beneficiary shall timely provide to the County such information or documents as may be required by Exhibit A or elsewhere in this Agreement, or by applicable federal or state laws, regulations and guidelines.

6. SLFRF Requirements. The Beneficiary shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, the Beneficiary agrees to comply with all the terms and conditions contained in pages 2-4 of the attached Exhibit C, and the Beneficiary agrees to comply with assurances 1-4 on page 5 of Exhibit C.

7. Non-Eligible Use of Grant Funds. Any item of expenditure by Beneficiary under the

terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the County's external auditor, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Beneficiary, shall become the Beneficiary's liability, to be paid by the Beneficiary from funds other than those provided by the County under this Agreement or any other agreements between the County and the Beneficiary. This provision shall survive the expiration or termination of this Agreement.

8. Disputes/Release. The Beneficiary understands that the County is required to obligate its allocation of SLFRF funds by no later than December 31, 2024, and expend the funds by no later than December 31, 2026. Any unexpended Grant funds as of that date must be returned by the County to the Treasury. The Beneficiary acknowledges that the County's decisions concerning any advancement of Grant Funds, or reimbursement of any submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. The Beneficiary hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Grant Funds and/or expenses related to the SLFRF Objectives, or to obtain damages for the County's failure to advance or pay Grant Funds and/or expenses related to SLFRF Objectives or to seek any other relief that is inconsistent with this section of the Agreement.

9. Notice. Notices to be provided under this Agreement shall be given in writing and either delivered by hand, deposited in the United States mail with sufficient postage, or via e-mail. The addresses for Notices are as follows:

To the County:	Douglas County Attorney 100 Third Street Castle Rock, CO 80104
To the Beneficiary:	Town of Parker Attn: Jim Tsurapas, Chief of Police 18600 Lincoln Meadows Pkwy. Parker, CO 80134 Email: jtsurapas@parkeronline.org
	Town of Parker Attn: Michelle Kivela, Town Manager 20120 East Mainstreet Parker, CO 80138 Email: mkivela@parkeronline.org
With a copy to:	Town of Parker Attn: Legal/Town Attorney 20120 E. Mainstreet Parker, CO 80138 Email: legal@parkeronline.org

10. General Terms

A. Beneficiary Representation. The Beneficiary hereby certifies that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent, and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws.

B. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The venue for any lawsuit concerning this agreement shall be in the District Court for Douglas County, Colorado.

C. Assignment. Beneficiary may not assign any of its rights or obligations hereunder without the prior written consent of the County.

D. No Joint Venture/Independent Contractor. Nothing in this Agreement is intended or shall be construed to create a joint venture between the County and the Beneficiary. The Beneficiary, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. The Beneficiary and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies handbook and shall not be considered a County employee for workers' compensation or any other purpose. The Beneficiary, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Beneficiary to provide services for the use of Grant Funds under this Agreement shall be and remain at all times employees of the Beneficiary for all purposes. The County shall never be liable or responsible for any debt, obligation, or liability of the Beneficiary.

E. Authorization. By signing on behalf of the Beneficiary below, the undersigned represents that the undersigned is authorized to enter into this Agreement on behalf of the Beneficiary and can attest to and is knowledgeable of the matters stated and certified therein.

F. Entire Agreement/Modifications. This instrument shall constitute the entire agreement between the County and the Beneficiary and supersedes any prior agreements between the parties and their agents or representatives all of which are merged into and revoked by this Agreement with respect to its subject matter. This Agreement may not be amended or modified except through a writing signed by the Parties.

G. No Waiver. No provision or terms of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

H. Non-appropriation. Pursuant to C.R.S. Section 29-1-110, as amended, the

financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.

I. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the Beneficiary. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

J. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that anticipate continued performance, compliance or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

K. Insurance. The Beneficiary shall procure and maintain insurance coverages during the term of this Agreement to cover all liability, claims, demands, and other obligations assumed by the Beneficiary in amounts not less than as follows: 1) Workers' Compensation: statutory limits 2) General Liability Insurance or self-insurance for claims of bodily injury, property damage and personal injury liability subject to the Colorado Governmental Immunity Act.

The Beneficiary shall satisfy the above insurance requirements with self-insurance in accordance with the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* and the Colorado Risk Management Act, C. R. S. §24-30-1501, *et seq.* All coverages shall name as a loss payee, the County, its officers, its agents, and its employees acting in the scope of their employment. Beneficiary's coverages above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Beneficiary shall be solely responsible for any deductible losses under any policy required above. The Beneficiary shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

L. Indemnification. (reserved)

M. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.*, as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

N. Execution by Counterparts: Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the County and the Beneficiary have executed this Agreement as of the date(s) set forth below.

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

By: _____ DATE: _____
_____, Chair

ATTEST: (seal)

By: _____ DATE: _____
Deputy Clerk to the Board

APPROVED AS TO LEGAL FORM:

By: _____ DATE: _____
Amy Edwards, Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

BY: _____ DATE: _____
Andrew Copland, Finance Director

APPROVED AS TO CONTENT:

BY: _____ DATE: _____
Douglas J. Debord, County Manager

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

Disbursement of Grant Funds/Reporting

1. **Prerequisite to Receiving Funds.** Prior to disbursement of funds, the Beneficiary shall provide information and/or complete any forms as required by the County to ensure proper Beneficiary monitoring under 2 CFR 200. Subpart D - Post Federal Award Requirements.
2. **Disbursement of Funds.** The County shall disburse the Grant Funds directly to the Beneficiary or a vendor selected by the Beneficiary via check or ACH, at the discretion of the County, as follows:

Upon execution of this Agreement, and receipt of any forms required in part 1 above, the County shall reimburse Beneficiary for costs incurred within 45 days of submission of an invoice for eligible expenses described in Exhibit B.

Total Grant Funds dispersed to the Beneficiary or a selected vendor for eligible expenses shall not exceed seventy-five thousand dollars and no/100. (\$75,000.000).

3. **Reporting Requirements.** The source of funds for this agreement is the County's calculated revenue replacement as permitted under § 35.6(d) of the SLFRF Final Rule. The Final Rule provides that these funds may be used for the provision of government services. Treasury Guidance (SLFRF Final Rule FAQs) indicate that "Treasury is not collecting subaward data for projects categorized under Expenditure Category Group 6 "Revenue Replacement." The Treasury department has determined that this category does not create a Beneficiary relationship between the Federal Government and recipients. The Beneficiary acknowledges that these reduced reporting standards are subject to change at the discretion of the US Department of Treasury, and agrees to provide such financial, performance, and compliance reporting. and/or records, in such form, as may be requested by the County, including, but not be limited to, the following:

A. Quarterly report providing the progress of the expenditure of Grant Funds as follows:

Documentation of the Grant Funds used to date to include a description of the expenditure, date of the expenditure, amount, vendor/payee, supporting information for the expense such as contracts, invoices, vouchers, receipts, or other official documentation.

B. Additional reporting requirements associated with the provision of behavioral health services, behavioral health facilities and equipment include:

1. As relevant, describe how funds are being used to respond to COVID-19, the broader health impacts of COVID-19, and the COVID-19 public health emergency, including community violence interventions and behavioral health. The general public is an eligible beneficiary of behavioral health services under ARPA.

2. Appropriate output measures (number is citizens served or similar) and outcome measures as determined by the Beneficiary.

The Beneficiary further agrees that it shall keep adequate records in such form and substance as may be requested by the County for a minimum period of 5 years from December 31, 2024, or the date of the last expenditure of Grant Funds, whichever is later. The records shall be sufficient to definitively establish that the Grant Funds were used in a manner consistent with the above criteria in Exhibit B.

EXHIBIT B

Use of Grant Funds

- 1. Use of Grant Funds.** The Beneficiary shall use the Grant Funds as follows:

Acquisition of an unmarked police vehicle and necessary law enforcement equipment to provision the vehicle or other training or equipment needs for use by one (1) community response team. All provisioning expenses will be approved by the CRT Leadership Board prior to any purchase.

- 2. Period of Performance and Performance Standards.** The Beneficiary agrees to use the unmarked police vehicle and equipment for ongoing participation in the Community Response Team (CRT) program for a period of not less than five years beginning upon execution of this agreement. If the Beneficiary ceases participation in the CRT program during the five-year period, the beneficiary shall return the unmarked police vehicle and equipment, to Douglas County. However, at the Beneficiary's option, the Beneficiary may purchase the vehicle based on its depreciation value at the time of purchase. Participation in the CRT program shall occur consistent with the Memorandum of Understanding dated June 24, 2019 between Douglas County; the Douglas County Mental Health Initiative; Caring Communities of Colorado, LLC; the Town of Parker; and the Douglas County Sheriff's Office.

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Douglas County 100 Third Street Castle Rock, Colorado 80104-2425	DUNS Number: 014842934 Taxpayer Identification Number: 846000761 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

DocuSigned by:

Lora L. Thomas

A4603FF630E6444...

Authorized Representative:

Title: Chair, Douglas County Commissioners

Date signed: 5/21/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Douglas County 100 Third Street Castle Rock, Colorado 80104-2425	DUNS Number: 014842934 Taxpayer Identification Number: 846000761 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name:

Lora Thomas

Authorized Representative Title:

Commissioner

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibenluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

May 26, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Douglas County

Recipient

5/21/2021

Date

DocuSigned by:

Lora L. Thomas

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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

DocuSigned by:
Lora L. Thomas
By: A4009FF639CE6444...
Lora L. Thomas, Chair
Chair, Douglas County Commissioners

ATTEST:

DocuSigned by:
Kristin Randlett
By: 687D639B39BD4FE...
Kristin Randlett



Clerk to the Board, Clerk & Recorder

APPROVED AS TO CONTENT:

By: N/A

DATE: N/A

APPROVED AS TO CONTENT:

DocuSigned by:
Doug DeBord
By: B5C95B8DCEAB44A...
Doug DeBord
County Manager

DATE: 5/21/2021

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:
Andrew Copland
By: 80C333BC1187403...
Andrew Copland
Director of Finance

DATE: 5/19/2021

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Carmen Nicole Jackson-Brown
By: BFF518080BDD425...
Carmen Nicole Jackson-Brown
Sr Assistant County Attorney

DATE: 5/18/2021

APPROVED AS TO INSURANCE REQUIREMENTS:

By: N/A

DATE: N/A



Request for Town Council Action

Date: May 1, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.358 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
by and between the Douglas County Board of County Commissioners
and the Town of Parker for the Expansion of the Community Response
Team

Department: Police, Jim Tsurapas
Town Attorney, Kelsey Hall

Second Reading: May 15, 2023

EXECUTIVE SUMMARY

The proposed Intergovernmental Agreement between the Town and Douglas County would help expand the Community Response Team ("CRT") by reimbursing the Town up to a maximum of \$167,880 for the salary of a second officer assigned to the CRT and related equipment and operating expenses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Douglas County (the "County") received funding from the Colorado Division of Criminal Justice, Department of Public Safety's Multidisciplinary Crime Prevention and Crisis Intervention Grant Program ("DCJ Grant"). The County would like to utilize a portion of its DCJ Grant funds to reimburse the Town, up to a maximum of \$167,880, to help expand the CRT by reimbursing the Town for the salary of a second officer to be assigned to the CRT, including related equipment and operating expenses, such as training.

FINANCIAL IMPACT

The Town has already budgeted for the assignment of an additional officer to the CRT; therefore, the funds provided by the IGA would serve as a replacement of the funds previously budgeted for this expense.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.358

RECOMMENDED MOTION

I move to approve Ordinance No. 9.358 on first reading and to schedule second reading for May 15, 2023, as part of the consent agenda.

ORDINANCE NO. 9.358, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF PARKER FOR THE EXPANSION OF THE COMMUNITY RESPONSE TEAM

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Douglas County Board of County Commissioners and the Town of Parker for the Expansion of the Community Response Team, 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 BETWEEN DOUGLAS COUNTY AND THE TOWN OF PARKER FOR EXPANSION OF THE COMMUNITY RESPONSE TEAM

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS (the “County”), the TOWN OF PARKER (the “Town”), a Colorado Home Rule Municipality, for the purpose of reimbursing the Town of Parker for providing a co-response law enforcement officer to staff a second Parker Police Department Community Response Team. The County and the Town hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the Town and the Counties are Parties to that Memorandum of Understanding dated August 5, 2019, governing the Parties’ responsibilities in providing a Community Response Team within Douglas County (the “MOU”); and

WHEREAS, pursuant to the MOU, the Town is required to assign one (1) police officer to respond to calls with the Community Response Team; and

WHEREAS, the County and the Douglas County Mental Health Initiative (the “DCMHI”) are undertaking certain activities for the expansion of the Community Response Team (the “CRT”) program to provide a co-response of a law enforcement officer and a licensed mental health clinician to respond to referrals and active 911 calls that are behavioral health or substance use disorder in nature; and

WHEREAS, the County responded to a Colorado Division of Criminal Justice (“CDCJ”) Department of Public Safety’s Multidisciplinary Crime Prevention and Crisis Intervention Grant Program and was awarded said grant; and the County desires to engage the Town to render certain professional services and assistance in connection with such undertakings of the County related to the DCMHI and its CRT program; and

WHEREAS, the Town's Police Department (hereinafter the "Contractor") is an organization uniquely positioned to serve the community by designating a law enforcement officer for the CRT; and

WHEREAS, the Town has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. **Amount of Grant Funding.** The County will provide \$167,880 to the Town for all services described in Exhibit A, attached hereto and incorporated herein (the "Grant Funds"). To the extent any Grant Funds provided to the Town under this Agreement are not actually expended, or any costs and expenses are subsequently refunded to the Town, the Town agrees that it shall return any Grant Funds that are unused or refunded to the County by the date specified in Section 4 below. No provision of Grant Funds by the County shall not be construed to operate as a waiver of the Town's obligation to comply with this Agreement and any other laws, regulations or rules, and shall not operate as a waiver or estoppel of the Town's obligation to return/repay any Grant Funds distributed to the Town that are subsequently found to not have been used or reimbursed for objectives and eligible expenses as defined in the Scope of Work or the use of which was found to be in violation of this Agreement or otherwise unlawful.

2. **Use of Funds.** Funds shall be used for eligible expenses of the Town as described in Exhibit A, including but not limited to equipment and training costs, as they relate to the operation of the CRT program ("Eligible Expenses").

3. **Disbursement of Funds.** The County shall disburse the Grant Funds directly to the Town via check or ACH, at the discretion of the County, as follows:

A. For services outlined in Exhibit A, the Town shall generate documentation monthly that is sufficiently detailed as defined by the County to substantiate expenses and

support service provision and maintain all documentation in an organized and auditable manner for the period of time set forth in Section 6, below.

- B. Payments under this Agreement shall not exceed the maximum contract expenditure for the term. The Town shall bill monthly for services rendered. No pre-payments or advances will be made. The County will not be billed for any unused hours.
- C. The Town will be reimbursed for services rendered as outlined in Exhibit A to the Department's satisfaction. The Town may seek reimbursement for the following items, which reimbursement shall not exceed \$167,880.00:
 - 1. Total compensation amounts, inclusive of any amounts incurred for overtime specifically related to CRT matters, for the assigned Police Officer for approximately 8 months.
 - 2. Operating expenses and equipment costs.
- D. The Town may invoice the County for Eligible Expenses accruing from April 11, 2023, which is the date the officer assigned to the CRT will begin training, even if this Agreement is not executed until after April 11, 2023.
- E. The Town agrees that it shall only invoice the County for Eligible Expenses relating to the officer who is specifically assigned to or acting in the capacity of the CRT special assignment under this Agreement. Provided, however, that officers may respond to non-CRT-related calls while still assigned to the CRT car, and such responses shall be deemed to fall within the Eligible Expenses described in Exhibit A so long as the officer does not spend more than a de minimus amount of time on such response.
- F. The Town agrees that it will not invoice the County for time that the police officer is reassigned on a temporary basis to a non-CRT patrol, special event, or other assignment, where the time spent on such non-CRT assignment represents more than a de minimus amount of time.

G. Invoices and back-up documentation required by the Agreement must be submitted by the 15th of each month subsequent to the month services were provided. Invoices and all back-up documentation should be sent to:

by mail: Douglas County Government
100 Third Street
Castle Rock, CO 80104
Attn: Barbara Drake

or by email: Maggie Cooper at mcooper@douglas.co.us

4. **Term.** It is mutually agreed by the Parties once this Agreement is fully executed that the Term of this Agreement shall commence as of April 11, and terminate at 11:59 p.m. on December 31, 2023. This Agreement and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

5. **Accounting.** The Town agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Town also agrees to be solely responsible for ensuring that it disburses and accounts for the Grant Funds received from the County in strict compliance with any regulations or guidance issued by this Agreement, and all other applicable statutory and regulatory accounting requirements. The Town shall maintain a complete set of books and records documenting its use of Grant Funds, and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility, and financial and other administrative aspects involved in use of the Grant Funds.

6. **Audit/Records of Expenditures.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Town which are pertinent to this Agreement for the purpose of making an audit, examination, or excerpts. The Town shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Town's performance for a minimum period of five (5) years from December 31, 2024, or

the date of the last expenditure of Grant Funds, whichever is later. The records shall be sufficient to definitively establish that the Grant Funds were used in a manner consistent with this Agreement. If the Town fails to comply with the use criteria or fails to keep and maintain adequate records as provided herein, it shall be required to return the Grant Funds or any portion thereof upon the written request of the County.

The Town agrees to cooperate with the County fully and completely in any audit of the Grant Funds provided to the Town pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Town's expenditure of Grant Funds, the Town agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Town is found by a court of competent jurisdiction or other entity with proper authority to have mis-used or failed to properly account for the Grant Funds.

7. **Ownership of Documents.** All records and documents created by Parker Police Department employees related to investigations will be managed and maintained at the Parker Police Department. Unless otherwise provided by law, the Town does not assume custody and control of documents created by other entities, including the County and DCMHI, even if such files may be included as part of an investigation. Unless required by law, individuals seeking such information will be directed to the County regarding the same. Any Town records being requested by the County must be directly requested through the Parker Police Department Records Department and/or the proper Commander. All records in the possession of the Parker Police Department will be retained based on the applicable records retention policies of the Town of Parker and/or Parker Police Department, or as otherwise required by law. Additionally, the Town of Parker and Parker Police Department are subject to the requirements of both the Colorado Open Records Act (“CORA”) and the Colorado Criminal Justice Records Act (“CCJRA”) and any records may be subject to disclosure as required by CORA, CCJRA, or other applicable law.

8. **Reporting.** If requested, the Town shall timely provide to the County a quarterly report providing the progress of the projects and documentation of the expenditure of Grant Funds including documentation of the Grant Funds used to date with a description of the expenditure, date of the expenditure, amount, vendor payee, supporting information for the expense such as contracts, invoices, vouchers, receipts, payroll and time records, or other official documentation,

and a certification that the expenses are in compliance with the requirements of this Agreement. If there are changes in reporting requirements due to changes in federal or state laws, regulations or guidelines, the County will make best efforts to notify the Town within thirty (30) days of any such changes.

9. **Non-Eligible Use of Grant Funds.** Any item of expenditure by the Town under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County or the County's external auditor to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Town, shall become the Town's liability, to be paid by the Town from funds other than those provided by the County under this Agreement or any other agreements between the County and the Town. This provision shall survive the expiration or termination of this Agreement.

10. **Non-Appropriation.** This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Parties' respective governing bodies.

11. **Disputes/Release.** The Town acknowledges that the County's decisions concerning any advancement of Grant Funds or reimbursement of any submittal or re-submittal are final and cannot be challenged or appealed in court or otherwise. The Town hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Grant Funds, or to obtain damages for the County's failure to advance or pay Grant Funds, or to seek any other relief that is inconsistent with this section of the Agreement.

12. **Governmental Immunity.** All activities performed under this Agreement are hereby declared to be governmental functions. The Parties to this Agreement and their personnel

complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation, enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

13. **No Waiver Under CGIA.** Nothing in this Agreement shall be construed as a waiver by any Party of the protections afforded pursuant to the Colorado Governmental Immunity Act, C.R.S. Sections 24-10-101 *et seq.*, (the “CGIA”) as same may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

14. **Litigation Cooperation.** The Parties agree that if any claim or suit is brought against any Party or any Party’s employee as a result of the operation of this Agreement, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.

15. **Third Parties.** This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the Parties, or any other entity who may become a Party to this Agreement.

16. **Severability.** If any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

18. **Review and Modification.** The Parties agree to periodically review this Agreement to determine the need, if any, for modifications to this Agreement. The Parties may request a meeting at any time to specifically discuss and evaluate the terms and conditions of this Agreement, and modifications that may be required. Except as stated herein, this Agreement may

be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

19. **Survival.** The rights and obligations of the Parties shall survive the Term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

20. **Notices.** Any notice to be given hereunder by any Party to the other shall be in writing by personal delivery or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by overnight delivery service shall be addressed to the Parties as follows:

To the County: Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

To the Town: Town of Parker
Attn: Accounting/Finance Director
20120 E. Mainstreet
Parker, CO 80138

Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, CO 80138

21. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.

22. **Good Faith.** The Parties agree to work together in good faith in performing their obligations hereunder.

23. **Execution by Counterparts; Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if

applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives as of the _____ day of _____, 2023.

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

By: _____
Abe Laydon, Chair

DATE: _____

ATTEST:

By: _____
Deputy Clerk to the Board

DATE: _____

APPROVED AS TO LEGAL FORM:

By: _____
Amy Edwards, Sr. Assistant County Attorney

DATE: _____

APPROVED AS TO FISCAL CONTENT:

BY: _____
Andrew Copland, Finance Director

DATE: _____

APPROVED AS TO CONTENT:

BY: _____
Douglas J. Debord, County Manager

DATE: _____

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

Exhibit A
SCOPE OF SERVICES

I. Synopsis

- A. The Town shall provide one Police Officer to serve as a member of the CRT, for no less than 40 hours per week and provide one police vehicle for no less than 40 hours per week to be utilized by the CRT. The Parker Police Officer shall be designated as soon as possible during April 2023, so that the CRT can be operational by April 15, 2023. Should there be a change in personnel, Parker Police Department shall designate a replacement Police Officer to be assigned to the CRT as soon as possible to minimize disruption to the operation of the CRT. The assigned Police Officer shall be invited to participate in emergency case staff meetings and monthly scheduled staff meetings and shall participate when available (including by telephone if necessary).
- B. Eligible Expenses under this Agreement include the compensation paid to the Parker police officer assigned to the CRT or other officer acting in such assignment, including base salary, retirement contributions, and employer contributions for benefits; overtime accrued by that officer when responding to CRT calls or engaging in CRT matters; training for the CRT officer; equipment used for the CRT; and other CRT-related expenditures.
- C. The Town agrees that it will work together collaboratively with all other parties of the CRT to provide services to the participants of the CRT, as described in the MOU.
- D. The Town agrees that confidentiality of the information provided by the participants in the CRT program must be protected and that they shall protect client information, which is designated as sensitive, private, or confidential, pursuant to any provision of a federal or state law, rule or regulation or local ordinance or resolution.
- E. The Town agrees to use and accept a shared Release of Information, as described in the MOU.
- F. The Town shall participate with data collection as set forth by the DCMHI, as further described in the MOU. Julota, information sharing, web-based software will be implemented for ongoing clinical documentation, information sharing with partners and data collection by the CRT Program Coordinator. The Town shall enter appropriate information into Julota, as it relates to individuals under the care of the CRT and/or Case Management Team.
- G. The Town shall fulfill all responsibilities agreed to in the MOU.



Request for Town Council Action

Date: May 1, 2023

Submitted By: Bryce Matthews, Assistant Director - Planning

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-016**
A Resolution to Allow a Partial Waiver of Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code for Certain Businesses for Parker Days

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Parker Days is a major community event in Downtown that is sponsored by the Parker Chamber of Commerce. The community event often requires street closures that may impact local businesses by limiting their access and visibility. The purpose of this action is to support local businesses in Downtown that may be impacted by Parker Days through a partial waiver of the Sign Code to allow additional signage for specified dates, times, and identified locations.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Days community event is scheduled for June 8-11, 2023 in the Downtown area. The proposed partial waiver of the Sign Code would allow businesses in Downtown to utilize additional signage during the Parker Days community event. The partial waiver of the Code would permit eligible businesses to have unlimited window signs and one (1) additional banner sign not to exceed a total area of 40 square feet during Parker Days. The partial waiver of the Sign Code would be in effect for the duration of Parker Days from 4 p.m. on Thursday, June 8 to 11:59 p.m. on Sunday, June 11, 2023.

The resolution will support local businesses in the Downtown area by permitting additional signage on a temporary basis to mitigate the impact of street closures related to Parker Days, which may affect business access and visibility. The Town has used this approach to assist local businesses in the Downtown area during this community event for many years.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-016

RECOMMENDED MOTION

I move to approve Resolution No. 23-016, as a part of the consent agenda.

RESOLUTION NO. 23-016, Series of 2023

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTIONS 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) AND SCHEDULE 13.09.080B OF THE PARKER MUNICIPAL CODE FOR CERTAIN BUSINESSES FOR PARKER DAYS

WHEREAS, Parker Days is scheduled for June 8, 9, 10 and 11, 2023;

WHEREAS, certain streets will be closed or access will be limited during Parker Days;

WHEREAS, certain businesses located adjacent to the streets that will be closed or subject to limited access desire to display additional signage beyond what is permitted during Parker Days;

WHEREAS, Section 13.01.100 of the Parker Municipal Code provides that the Town may authorize waivers to the Parker Land Development Ordinance "if it is deemed by the Town Council to be in the public interest and does not impair the intent and purposes of this Title;"

WHEREAS, a partial waiver of Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code will allow certain businesses to display additional signage to the extent provided in this Resolution to increase their visibility to the public while certain streets are closed or access is limited during Parker Days; and

WHEREAS, the Town Council desires to grant a partial waiver, to the extent provided below.

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

Section 1. The Town Council authorizes a partial waiver to Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code, subject to the following conditions:

(a) This partial waiver is limited to those businesses located within the area described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Affected Businesses");

(b) This partial waiver is limited to the display of additional temporary signage on the same site as the Affected Businesses displaying the additional temporary signage;

(c) Each Affected Business is allowed unlimited window signs, as that term is defined in the Parker Municipal Code;

(d) Each Affected Business is allowed a banner, not to exceed forty (40) square feet;

(e) This partial waiver does not authorize pedestrian signs or sandwich board signs of any type or material;

(f) The duration of this partial waiver is from 4:00 p.m. on Thursday, June 8, 2023, through 11:59 p.m. on Sunday, June 11, 2023.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A





Request for Town Council Action

Date: May 1, 2023
Submitted By: Michelle Kivela, Town Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-041**
A Resolution to Amend the Administrative Organization Plan for the Town of Parker
Department: **Town Manager, Michelle Kivela**

EXECUTIVE SUMMARY

The Town Manager is responsible for proposing a plan for the administrative organization of the Town (the "organization plan"), subject to Town Council approval. The Town Manager wishes to amend the organization plan and requests Town Council approval of the proposed resolution and organization plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under Section 2.03.020(e)(10) of the Parker Municipal Code, the Town Manager is responsible for proposing the organization plan for adoption by Town Council. The Town Manager is proposing an amendment to the organization plan, which is described in Resolution No. 23-041.

The amended organization plan makes the following adjustments to the operations of the Town Manager's Department:

1. Restructures and reclassifies the "Deputy Town Manager" position to "Assistant Town Manager - Operations" (currently vacant and updates the title of the current "Assistant Town Manager" position to "Assistant Town Manager- Administration" (currently held by Diane Arthur).
2. Moves the oversight of the Human Resources Director to the Assistant Town Manager - Administration and shifts the Greater Parker Foundation oversight to the Assistant Town Manager - Operations. This adjustment provides for better alignment of departments and functional areas.
3. Restructures the Parker Authority for Reinvestment (PAR) Director position to a PAR/Economic Development Director position which is responsible for the oversight of urban renewal and economic development efforts and activities. This position is funded 50/50 by PAR and the Town.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 23-041

RECOMMENDED MOTION

I move to approve Resolution No. 23-041, as part of the consent agenda.

RESOLUTION NO. 23-041, Series of 2023

TITLE: A RESOLUTION TO AMEND THE ADMINISTRATIVE ORGANIZATION PLAN FOR THE TOWN OF PARKER

WHEREAS, Section 2.03.020(e)(10) of the Parker Municipal Code authorizes the Town Manager to "propose for adoption by Council, at any time or from time to time, a plan of administrative organization of the Town government, which plan shall be adopted by the Council by resolution or ordinance;

WHEREAS, the Town Manager proposes amendments to the administrative organization plan of the Town government; and

WHEREAS, The Town Council desires to approve the amendments proposed by the Town Manager.

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

Section 1. The Town Council of the Town of Parker hereby approves the administrative organization plan for the Town of Parker, as amended, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

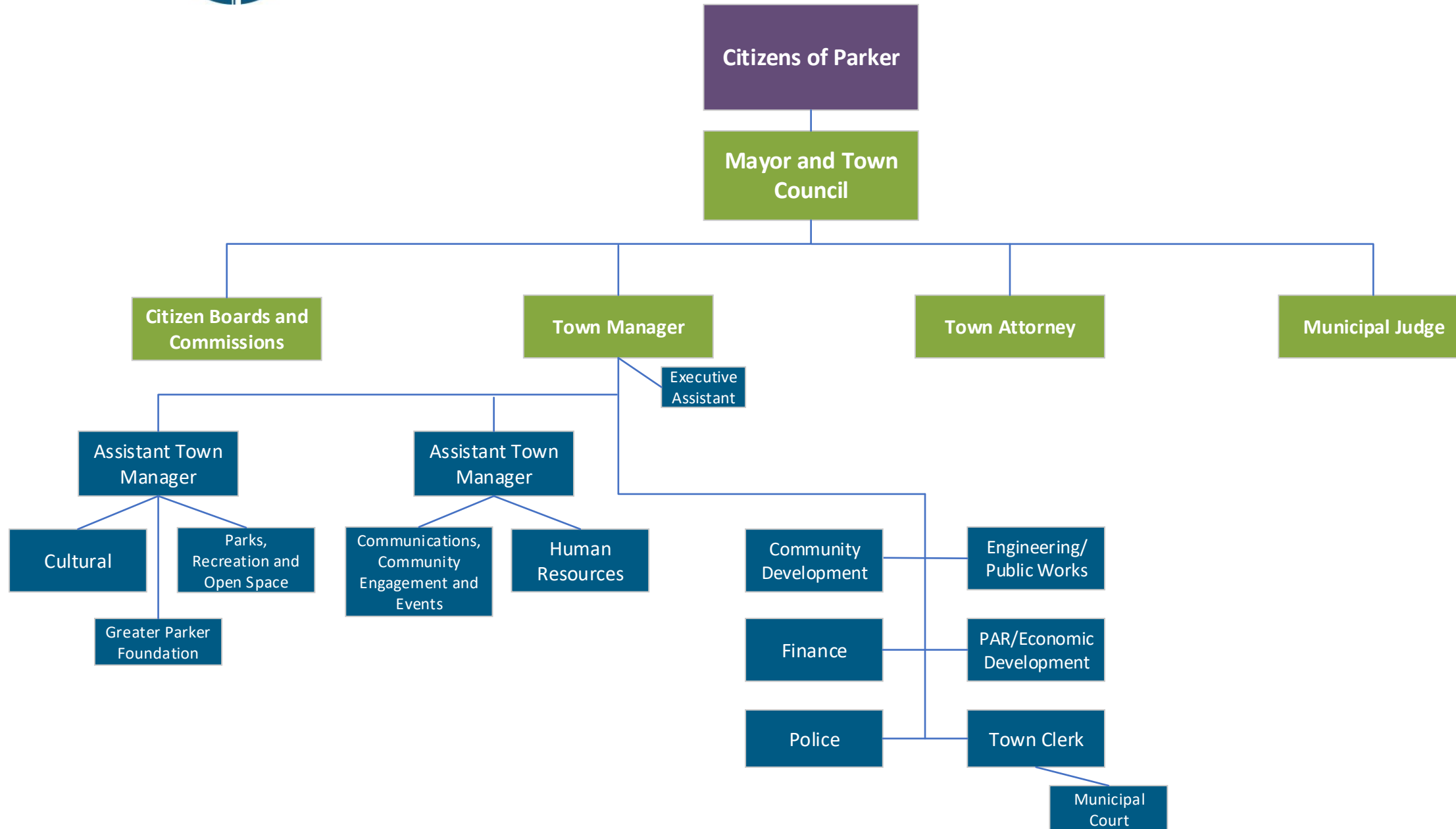
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



EXHIBIT A





Request for Town Council Action

Date: May 1, 2023
Submitted By: Kelsey Hall, Assistant Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-042**
A Resolution Calling a Special Town Election on November 7, 2023, to Amend Certain Sections of the Town of Parker Home Rule Charter
Department: Town Attorney, Kelsey Hall

EXECUTIVE SUMMARY

The purpose of this resolution is to call a special election for November 7, 2023 to submit to the electors several ballot questions discussed below.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Section 15.10 of the Parker Home Rule Charter, the Charter may be amended at any general or special election called for such purpose upon questions which may be submitted to the electors by a majority of the Town Council. Section 2.10 of the Charter authorizes the Town Council to call a special election through passage of a resolution at least 30 days in advance of such election.

Ordinances proposing ballot questions concerning the ability of Town Council to set fines and length of imprisonment by ordinance, to allow the Chief of Police to administer the oath to new police officers, and to clean up language for consistency with a 2019 amendment that authorizes the Town Manager to prepare the Personnel Manual for the Town will be presented for Town Council consideration in early summer. Additional ballot questions may also be considered.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-042

RECOMMENDED MOTION

I move to approve Resolution No. 23-042, as part of the consent agenda.

RESOLUTION NO. 23-042, Series of 2023

TITLE: A RESOLUTION CALLING A SPECIAL TOWN ELECTION ON NOVEMBER 7, 2023, TO AMEND CERTAIN SECTIONS OF THE TOWN OF PARKER HOME RULE CHARTER

WHEREAS, Douglas County is conducting a coordinated election on November 7, 2023;

WHEREAS, the Town Council desires to hold a special election on November 7, 2023;
and

WHEREAS, pursuant to Section 2.10 of the Town of Parker Home Rule Charter, any special Town election may be called by resolution of the Council at least thirty (30) days in advance of such election.

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

Section 1. Town Council hereby calls for a special election to be held on November 7, 2023, to amend certain sections of the Town of Parker Home Rule Charter, which election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election.

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: May 1, 2023
Submitted By: Kelsey Hall, Assistant Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-043**
A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 7, 2023
Department: Town Attorney, Kelsey Hall

EXECUTIVE SUMMARY

Douglas County is conducting a coordinated election on November 7, 2023. Pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

If Town Council approves Resolution No. 23-042, the Town will hold a special election on November 7, 2023. If the Town desires to coordinate its election with Douglas County, the Town is required to provide notice to Douglas County in the manner provided by the Uniform Election Code. Adoption of this resolution will establish the Town's intent to participate in a coordinated election with Douglas County on November 7, 2023.

FINANCIAL IMPACT

The Town Clerk has budgeted the funds for the 2023 election.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-043

RECOMMENDED MOTION

I move to approve Resolution No. 23-043, as part of the consent agenda.

RESOLUTION NO. 23-043, Series of 2023

TITLE: A RESOLUTION STATING THE TOWN'S INTENT TO PARTICIPATE IN THE DOUGLAS COUNTY COORDINATED ELECTION ON NOVEMBER 7, 2023

WHEREAS, Douglas County is conducting a coordinated election on November 7, 2023;

WHEREAS, the Town is holding an election on November 7, 2023;

WHEREAS, pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election; and

WHEREAS, the Town desires to participate in the Douglas County coordinated election.

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

Section 1. The Town of Parker's November 7, 2023, election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to C.R.S. § 1-11-111(2), all powers and authority granted to the Town Council may be exercised by the designated election official.

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: May 1, 2023
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Pine Drive over Sulphur Gulch Bridge Rehabilitation (CIP 22-045-CI)**
Amount: **\$1,098,527**
Contractor: **Jalisco International, Inc.**
Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Jalisco International, Inc., for the Pine Drive over Sulphur Gulch Bridge Rehabilitation (CIP 22-045-CI).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on April 11, 2023, for the Pine Drive over Sulphur Gulch Bridge Rehabilitation (CIP 22-045-CI). Work includes, but is not limited to, the replacement of corroded bridge railing, replacement of damaged stone veneer, and the removal and replacement of settled bridge approaches.

Six (6) contractors bid on the project, with Jalisco International, Inc., being the lowest responsible bidder. The contractor successfully completed the Chambers Road Over Happy Canyon Creek Bridge Rehabilitation in 2017, the Parker Road Sidewalk (East Side) in 2018 and is currently constructing the Minastreet North Sidewalk Improvements project for the Town. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1. Jalisco International, Inc.	\$1,098,527.00
2. TechCon Infrastructure, LLC	\$1,198,687.00
3. Hudick Excavating, Inc.	\$1,256,595.25
4. Graham Contracting - Colorado	\$1,425,875.50
5. ABCO Contracting, Inc.	\$1,466,392.00
6. Myers and Sons Construction LLC	\$1,476,357.00
Engineer's Estimate	\$962,498.00

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and Streets Capital Projects 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: May 1, 2023
Submitted By: Matt Lynch, Sr. Systems Administrator
Reviewed By: Michelle Kivela, Town Manager
Title: **Microsoft Enterprise Agreement - Software Licenses**
Amount: \$223,177.13 per year for 3 years
Contractor: Dell
Department: Finance, Matt Lynch

EXECUTIVE SUMMARY

If approved, this will establish a new enterprise agreement with Microsoft and provide for the purchase of licenses the Town uses for email, security, collaboration, server, and workstation operating systems.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has chosen Microsoft as its provider of email, collaboration, security systems, office software, and operating system software for many years. This contract will establish a new 3-year Microsoft Enterprise Agreement. Dell is providing the Town the required licenses through a prenegotiated cooperative contract.

FINANCIAL IMPACT

Three annual payments of \$223,177.13.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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

Proclamation

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

April 30 - May 6, 2023

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Jeff Toborg, Mayor of Parker, Colorado, do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Chris Vanderpool, Susan Irvine, Erica Wetzel, Rachel Black and Carolyn Sheridan and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 1st day of May 2023

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: May 1, 2023

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **POPE PROPERTY ANNEXATION - (Continued from February 6, 2023 and to be continued to July 17, 2023)**
Applicant: David Brehm, Plan West
Location: Southwest corner of Twenty Mile Road and Dransfeldt Road
Department: Community Development, Stacey Nerger
TRAKiT ANX22-009
No.:

EXECUTIVE SUMMARY

The owner of a 38-acre enclave parcel located in unincorporated Douglas County, known as the Pope property, has submitted an Annexation Petition to the Town.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

Prior Action

On October 3, 2022, the Town Council approved Resolution No. 22-048 that determined the submitted Annexation Petition substantially complies with the Colorado Municipal Annexation Act of 1965 (the "Act", § 31-12-107(1)) and which set a public hearing date of November 21, 2022 to determine eligibility for annexation into the Town.

On November 21, 2022, the Town Council approved Resolution No. 22-061 that determined the Pope property is eligible for annexation into the Town as provided by the Act. In addition, the annexation ordinance was scheduled for a public hearing of the Town Council on February 6, 2023.

On January 17, 2023, the Town Council approved the Annexation Ordinance on first reading.

On February 6, 2023, the Town Council continued the Annexation Public Hearing to May 1, 2023 to allow the applicant additional time to work through the Annexation Agreement and process inclusion into the Parker Water and Sanitation District.

Summary

The subject property, known as the Pope property, is an enclave parcel located in unincorporated Douglas County. The property is approximately 38 acres in total area and is currently used as Flat Acres Farm, an "agritainment" and commercial recreation business.

The subject property fronts Twenty Mile Road and is bordered to the north by commercial uses at the Parker Valley Center (Target); to the south by Cherry Creek open space and future Salisbury Park North; to the east by commercial uses at FlatAcres Marketplace (Kohls); and to the west by Cherry Creek open space. The property and adjacent areas in the Cherry Creek open space contain environmentally sensitive land including 100-year floodplain and habitat for the Preble's Meadow Jumping Mouse, which is protected by the U.S. Endangered Species Act.

The Town surrounds the subject property and has identified it as a candidate for future annexation within its Municipal Planning Area (urban growth boundary). This is an existing land use policy recommendation supported by the annual Three-Mile Area Plan and the Parker 2035 Master Plan.

The applicant is proposing to divide the 38 acre property into three (3) sections with different zoning. The western section of the property along Cherry Creek consisting of approximately 9.2 acres will be zoned Open Space and dedicated to the Town. The central section of the property consisting of approximately 17.5 acres will be zoned Agricultural and will allow the applicant to continue those "agritainment" uses currently in operation. The remaining section to the east of the future Dransfeldt Road extension and consisting of approximately 11.9 acres will be zoned Greater Downtown District - Market Center and permit future commercial use.

Staff has worked with the applicant to accommodate the "agritainment" uses currently operated on the subject property and believes that the proposed zoning is appropriate because it is consistent with the Parker 2035 Master Plan. The Master Plan identifies the property as 100-year floodplain and recommends a mix of uses including future commercial, open space and transportation use. Further, the Transportation Master Plan recommends the Dransfeldt Road extension through the subject property to expand the transportation system for greater vehicular, bicycle and pedestrian mobility across Cherry Creek.

The Town of Parker and Parker Water and Sanitation District have an intergovernmental agreement that requires properties to be included into the District prior to annexation into the Town. The applicant started the process for inclusion into the District on December 29, 2022.

Parker Water and Sanitation District has a process that will take several months for inclusion to be completed. Therefore, the proposed annexation hearing needs to be continued to allow for the required inclusion into the water district. To allow for adequate time for the inclusion process, staff recommends continuance of the annexation hearing to July 17, 2023.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 2.282

RECOMMENDED MOTION

I move to continue the public hearing to consider Ordinance No. 2.282 to a date certain of July 17, 2023.

Pope Property

Annexation and Zoning



ORDINANCE NO. 2.282, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE POPE PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Legal Description

FLATACRES MARKETCENTER #2 ANNEXATION AND ZONING

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°07'48"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 1111.96 FEET; THENCE N89°48'03"E A DISTANCE OF 1090.40 FEET TO A POINT THE SOUTH RIGHT-OF-WAY OF 20 MILE ROAD AS DESCRIBED IN BOOK 1668, PAGE 50 AND BOOK 1653, PAGE 1126 AT THE OFFICE THE CLERK AND RECORDER OF DOUGLAS COUNTY; THENCE S77°23'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 466.68 FEET TO THE NORTHWEST CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED OCTOBER 25, 2002 AT RECEPTION NO. 2002112467; THENCE ALONG SAID TRACT B THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES; 1.) S12°36'10"W A DISTANCE OF 141.39 FEET; 2.) THENCE S77°23'50"E A DISTANCE OF 103.64 FEET; 3.) THENCE S12°35'53"W A DISTANCE OF 190.51 FEET; 4.) THENCE S77°24'07"E A DISTANCE OF 59.58 FEET; 5.) THENCE S00°00'17"E A DISTANCE OF 554.32 FEET; 6.) THENCE N89°59'01"W A DISTANCE OF 188.02 FEET; 7.) THENCE N69°54'00"W A DISTANCE OF 116.48 FEET; 8.) THENCE N89°59'51"W A DISTANCE OF 444.37 FEET; 9.) THENCE N48°54'15"W A DISTANCE OF 163.19 FEET; 10.) THENCE S41°05'45"W A DISTANCE OF 112.51 FEET; 11.) THENCE S48°54'15"E A DISTANCE OF 30.00 FEET; 12.) THENCE N41°05'45"E A DISTANCE OF 82.51 FEET; 13.) THENCE S48°54'15"E A DISTANCE OF 250.94 FEET; 14.) THENCE S89°59'51"E A DISTANCE OF 385.67 FEET; 15.) THENCE S00°53'59"E A DISTANCE OF 40.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE S89°59'43"W ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1343.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.602 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, WHICH BEARS N00°13'15"W AND BEING MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # ILLEGIBLE IN RANGE BOX AT THE CENTER QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 9133 AT THE SOUTH QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE PLS
FOR AND ON BEHALF OF:
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215

EXHIBIT 2

Annexation Agreement

[To be provided prior to public hearing.]



Request for Town Council Action

Date: May 1, 2023
Submitted By: Weldy Feazell, PAR & Economic Development Director
Reviewed By: Michelle Kivela, Town Manager
Title: Tax and Fee Assistance Program Agreement for Chicken N' Pickle
Department: Economic Development, Weldy Feazell

EXECUTIVE SUMMARY

Chicken N' Pickle has filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02 for the development of an indoor/outdoor restaurant with pickleball courts and yard games.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Project

Chicken N' Pickle has entered into a Letter of Intent (LOI) with Life Church to purchase a portion of their property located on the southeast corner of Jordan and Parkerhouse Road.

Chicken N' Pickle is an indoor/outdoor family-friendly entertainment complex including a casual, chef-driven restaurant and sports bar that boasts pickleball courts and a variety of yard games. Established in Kansas City in 2016, Chicken N' Pickle's original location has become a wildly popular destination for families, young adults, and corporate gatherings. The company has since expanded to Wichita, KS, San Antonio, TX, Oklahoma City, OK, Overland Park, KS, Grand Prairie, TX, and Grapevine, TX. Six more locations are under development, including Glendale, AZ, St. Charles, MO, Allen, TX, Webster, TX, Henderson, NV, and Fishers, IN.

- The proposed project consists of a 10,000-square-foot restaurant, a 4,000-square-foot rooftop patio, and 17,000 square feet of pickleball courts.
- The business projects employment of approximately 160-200 individuals with an annual payroll of approximately \$2.7 million.

A site plan for this project has not been submitted and will be coordinated with the Life Church development so the two sites can enter into a shared parking agreement. Chicken N' Pickle has indicated that they would like to announce this location in early May, and they have announced a location in Thornton. Currently, there is no plan to open more than two Metro Denver locations.

Municipal Code – Tax and Fees Assistance Criteria for Approval

1. **The amount of enhanced sales taxes which are reasonably to be anticipated to be derived by the Town through the retained, expanded or new retail sales tax-generating business.**
2. The public benefits which are provided by the Applicant through public works, public or public-related improvements, additional and/or retained jobs, and employment opportunities for Town residents and others, to include:
 - a. The quality of the proposed development.
 - b. Utilization of an existing building(s).
 - c. Promotion of higher education.
 - d. The complementing of existing Parker businesses (i.e., a buyer or supplier that serves an existing business in the Town).
 - e. The representation of redevelopment to an area or building in the Town.
 - f. The representation of job diversity in industry sectors and is part of a growing industry.
 - g. The creation or enhancement of a vibrant and unique downtown.
 - h. The representation of an emerging industry sector.
 - i. **The contribution to the diversity of retail or to the diversity of jobs or employment opportunities within the Town.**
 - j. Bringing a value-added result to the Town or a development within the Town (e.g., by moving the company's corporate headquarters to the Town).
 - k. The growth and expansion of an existing business in Parker.
 - l. The representation of expenditures which may be deferred by the Town, based upon public or public-related improvements to be completed by the Applicant.
3. The amount of expenditures which may be deferred by the Town based upon public or public-related improvements to be completed by the Applicant.
4. **The conformance of the Applicant's property or project with the comprehensive plan and zoning ordinances of the Town.**
5. **Whether a proposed TAP Agreement required by Section 4.02.100 below has been reached, which TAP Agreement shall contain and conform to all requirements of said Section 4.02.100.**

Financial Projections

The gross annual sales projections for year one are estimated to be \$12 million, increasing to \$14 million by the end of year five.

Project Financial Information:

- Total Project Cost - \$22,000,000
- Core and Shell Estimate - \$15,000,000
- Anticipated Revenues (five years stabilized) - \$35,150,000

Anticipated Town Revenues (5-year Life of Agreement)

Parker Sales Tax (Parks & Recreation) \$293,000

Parker Sales Tax (General Fund) \$1,464,000

Total Anticipated Revenues (Direct only) \$1,757,000

Proposed Incentive:

Sales Tax Rebate - 5 years \$660,000

Site Selection and Design

The entry into the Denver Metro market is new for Chicken N' Pickle, and the Parker location would be one of two in the Denver Metro area. Parker would be the south metro area location and competed with Lone Tree, Centennial, and Highlands Ranch. Parker's location was selected based on the ease of access to E-470.

FINANCIAL IMPACT

Maximum rebate of 50% of enhanced sales tax for 5 years or \$660,000.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. TAP Agreement

RECOMMENDED MOTION

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

TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR CHICKEN N' PICKLE

THIS AGREEMENT, made and entered into this _____, by and between CNP Parker, LLC a Missouri limited liability company (the "Owner"), and the Town of Parker, a Colorado home rule municipality (the "Town").

RECITALS:

A. The Town adopted Chapter 4.02 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of businesses within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, and further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the business described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "New Business"), which is located at the Southeast corner of Jordan Road and Parkerhouse Road in Parker, Colorado, and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. For purposes of this Agreement, the Owner shall be deemed the recorded owner of the real property upon which the New Business is operated and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Business is operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before December 31, 2025 (the "Condition Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as **Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall be for one (1) year, commencing on the date that is one month after the date the Owner opens the New Business for regular business to the public at the Property (the "Commencement Date"), and ending one (1) year from such date. Provided, that the Owner shall submit an executed Certificate of Compliance to the Town on the date that it opens the New Business to the public for regular business. Thereafter, this Agreement shall automatically renew for four (4) additional, consecutive one (1)-year terms; provided, however, that the Town shall have no payment obligation to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the Maximum Amount, as provided in Paragraph 2.d. of this Agreement.

c. The maximum period of time that this Agreement shall be in effect is either five (5) years (commencing on the Commencement Date as described in Paragraph 1.b.) (the "Maximum Time") or until the maximum sum of Six Hundred Sixty Thousand Dollars (\$660,000.00) (the "Maximum Amount") has been paid to the Owner for reimbursement of the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate upon the occurrence of the earlier to be reached of the Maximum Time (whether or not the Maximum Amount to be paid to the Owner has been reached) or disbursement of the Maximum Amount to the Owner (whether or not the Maximum Time has expired).

2. Qualification of Property for the TAP Program. The Town agrees that the New Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area marketplace. The following provisions shall apply for each year in which this Agreement is in effect for the New Business located on the Property:

a. Fifty percent (50%) of the "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Sixty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$63,750.00) per year for the initial year and each of the four (4) remaining one-year terms (including the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in the amount of Fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the five (5) one-year terms of the Agreement. The Enhanced Sales Tax shall be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Town shall cause the Owner's share of the Enhanced Sales Taxes derived from the New Business located on the Property to be promptly disbursed on a quarterly basis, commencing with the calendar quarter following the Commencement Date. The expiration of this Agreement at the end of the Maximum Time shall not in any way be deemed to affect the Town's obligation to pay to the Owner its share of the Enhanced Sales Tax accrued during the term of this Agreement.

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes subject to this Agreement not yet disbursed to the Owner shall be escrowed by the Town in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Parker Town Council and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the Owner's completion of the public improvements described in Exhibit C, which shall be acknowledged by the issuance of the Town's written authorization for the New Business to operate on the Property, on or before December 31, 2025. The Town covenants and agrees to use good faith commercially reasonable efforts to promptly process and respond to the Owner's applications and requests for the foregoing authorization. In the event that the Condition Precedent has not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

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

8. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

9. Notice.

a. Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when

received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Notice to the Town:

Town of Parker
Attn: Town Manager
20120 East Mainstreet
Parker, Colorado 80138
Email: mkivela@parkeronline.org

Town of Parker
Attn: P3 Director
20120 East Mainstreet
Parker, Colorado 80138
Email: economicdevelopment@parkeronline.org

Town of Parker
Attn: Legal/Town Attorney
20120 East Mainstreet
Parker, Colorado 80138
Email: contracts@parkeronline.org

Notice to the Owner:

c/o Chicken N Pickle, LLC
104 Armour Road
North Kansas City, MO 64116
Attention: Garrett Stutz
Email: garretts@chickennpickle.com

All Key Notices to the Town shall include a reference to the Agreement, including the Owner's name and the date of the Agreement.

b. Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

10. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Owner and the Town acting pursuant to Town Council authorization, as provided by the Ordinance.

11. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

12. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Owner. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the Owner that any such person or entity, other than the Town and the Owner, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

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

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

OWNER: CNP PARKER, LLC

Garrett Stutz, Manager

EXHIBIT LIST

Exhibit A	Description of Chicken N' Pickle
Exhibit B	Legal Description of the Property
Exhibit C	Improvements
Exhibit D	Certificate of Compliance
Exhibit E	Base Amount

EXHIBIT A

DESCRIPTION OF CHICKEN N' PICKLE

Chicken N Pickle is an indoor/outdoor family-friendly entertainment complex including a casual, chef-driven restaurant and sports bar that boasts pickleball courts and a variety of yard games. Established in Kansas City in 2016, Chicken N Pickle's original location has become a wildly popular destination for families, young adults, and corporate gatherings. The company has since expanded to Wichita, KS, San Antonio, TX, Oklahoma City, OK, Overland Park, KS, Grand Prairie, TX and Grapevine, TX. Six more locations are under development including Glendale, AZ, St. Charles, MO (opening in 2023), Allen, TX, Webster, TX, Henderson, NV and Fishers, IN (opening in 2024).

The proposed project consists of a 10,000 square foot restaurant, 4,000 square foot roof top patio and 17,000 square feet of pickle ball courts.

The business projects employment of approximately 160-200 individuals with an annual payroll of approximately \$2.7 million.

EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT A

PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 3, COTTONWOOD SOUTH, LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, COTTONWOOD SOUTH AS RECORDED AT RECEPTION NO. 2003029540 OF THE DOUGLAS COUNTY RECORDS, AS MONUMENTED BY A 2.5" ALUMINUM CAP STAMPED "E-470 ROW LS 10377" WHENCE THE SOUTHEAST CORNER OF SAID LOT 3, AS MONUMENTED BY A 2.5" ALUMINUM CAP STAMPED "E-470 ROW LS 10377", BEARS S78°06'26"E FOR A DISTANCE OF 1,085.12 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE N26°05'13"W, A DISTANCE OF 225.89 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG SAID WEST LINE N00°28'07"W, A DISTANCE OF 228.56 FEET;
THENCE DEPARTING SAID WEST LINE N90°00'00"E, A DISTANCE OF 308.05 FEET;
THENCE S00°00'00"W, A DISTANCE OF 100.01 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 21°00'01", A RADIUS OF 316.84 FEET, AN ARC LENGTH OF 116.13 FEET; AND A CHORD BEARING AND DISTANCE OF S11°48'50"W, 115.48 FEET;
THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 67°40'16", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 29.53 FEET; AND A CHORD BEARING AND DISTANCE OF S56°08'59"W, 27.84 FEET;
THENCE N90°00'00"W, A DISTANCE OF 259.42 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 68,801 SQ. FT. OR 1.5794 ACRES, MORE OR LESS.

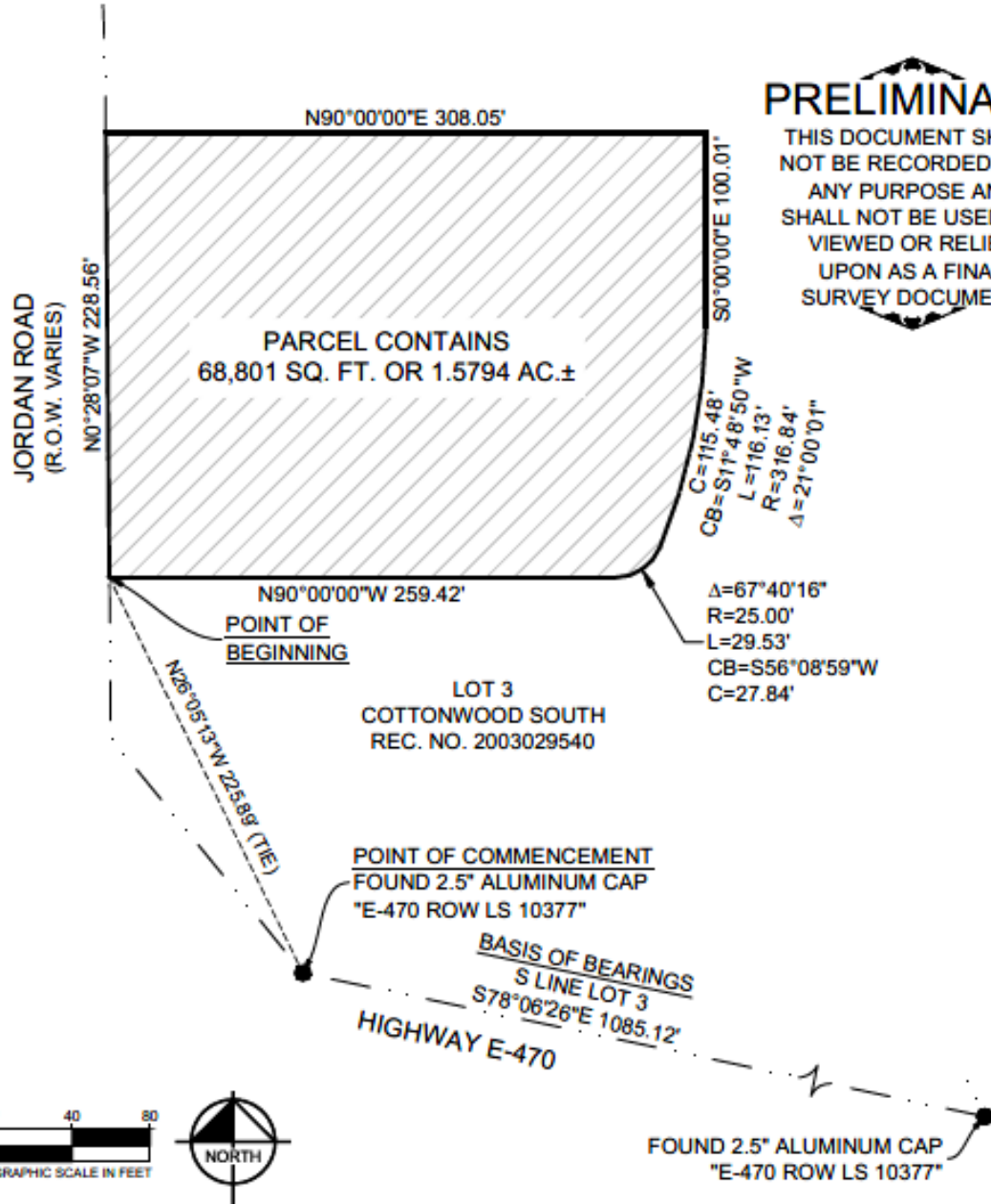
I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

EXHIBIT A

A PORTION OF LOT 3, COTTONWOOD SOUTH, LOCATED IN THE
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



PRELIMINARY

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

- NOTES:**
1. 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.
 2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6300 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	PTM	DRW	Apr. 2023	196167000	2 OF 2

MCGRANAGHAN, PATRICK 4/27/2023 9:34 AM K:\DEN_CIVIL\196167000_SEED PARKER\CADD\SURVEY\DWG\196167000 CNP L-E.DWG

EXHIBIT C

IMPROVEMENTS

The obligations and improvements which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement" include the development of the Property with a sales-tax-generating enterprise and an initial capital investment of more than \$2.7 million. The new business will both create approximately 160-200 jobs and also result in diversity of sales tax generation and with a unique retail establishment which will serve as a regional draw to the northern part of town.

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker, a Colorado home rule municipality (the "Town") and CNP Parker, LLC a Missouri limited liability company, in connection with that certain Tax and Fee Assistance Program Agreement for Chicken N' Pickle, dated April 27, 2023 (the "Agreement"), that:

The Condition Precedent described in Paragraph 5 of the Agreement was fully satisfied and the Public Improvements were completed on or before December 31, 2025.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this ____ day of _____, 20__.

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

OWNER: CNP Parker, LLC

STATE OF _____)
_____)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of CNP Parker, LLC, a Missouri limited liability company.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT E

BASE AMOUNT

YEAR 1 through 5

Month #1	\$ 5,312.50
Month #2	\$ 5,312.50
Month #3	\$ 5,312.50
Month #4	\$ 5,312.50
Month #5	\$ 5,312.50
Month #6	\$ 5,312.50
Month #7	\$ 5,312.50
Month #8	\$ 5,312.50
Month #9	\$ 5,312.50
Month #10	\$ 5,312.50
Month #11	\$ 5,312.50
Month #12	<u>\$ 5,312.50</u>
Total Annual Base	\$63,750.00



Request for Town Council Action

Date: May 1, 2023

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.575 - Second Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and between TMV Retail II Owners Association and the Town of Parker for a Portion of Private Roadway (AKA Stage Run) Located in Twenty Mile Village Filing No. 2, 2nd Amendment, for the Dransfeldt Road Widening Project

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Right-of-Way Purchase and Sale Agreement for the conveyance of real property from TMV Retail II Owners Association for a Portion of Private Roadway (AKA Stage Run) Located in Twenty Mile Village Filing No. 2, 2nd Amendment for Right-of-Way for the Dransfeldt Road Widening Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in receipt of final construction drawings for an upcoming capital improvement project known as the Dransfeldt Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Dransfeldt Road between Pony Express Drive and Mainstreet. The roadway will be widened from a four (4) lane section to a five (5) lane section, including the addition of one new southbound thru/right-turn lane. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In November 2022, Town Council approved Ordinance No. 1.570, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way and temporary construction easements necessary to construct the Project. There are five (5) impacted parcels inside the project limits, and this ordinance addresses the permanent acquisition of real property required on a portion of Stage Run Road which is a privately owned road.

Approximately 378 square feet (SF) of additional right-of-way is needed to accommodate new sidewalks and curb ramps. Approximately 1,917 SF of temporary construction easement is needed to restore/reconstruct portions of Stage Run Road disrupted by construction. See the Vicinity Map attached to this memo.

FINANCIAL IMPACT

The purchase price for this acquisition, including the temporary easement, is \$6,110. Funding has been appropriated for this acquisition in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.575

RECOMMENDED MOTION

I move to approve Ordinance 1.575 on second reading.

Dransfeldt Road Widening Right-of-Way
Agreements with TMV Retail II Owners Assoc.
Vicinity Map



Dransfeldt Road Widening from
Mainstreet to Pony Express Drive

Temporary construction
easement

Right-of-way to be purchased by
Town of Parker from TMV Retail II
Owners Association



0 100 200
Feet

ORDINANCE NO. 1.575, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN TMV RETAIL II OWNERS ASSOCIATION AND THE TOWN OF PARKER FOR A PORTION OF PRIVATE ROADWAY (AKA STAGE RUN) LOCATED IN TWENTY MILE VILLAGE FILING NO. 2, 2nd AMENDMENT, FOR THE DRANSFELDT ROAD WIDENING PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Right-of-Way Purchase and Sale Agreement by and between TMV Retail II Owners Association and the Town of Parker for a Portion of Private Roadway (AKA Stage Run) located in Twenty Mile Village Filing No. 2, 2nd Amendment, for the Dransfeldt Road widening project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

Section 4. 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

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

th
30 day of March, 2023, by and between TMV Retail II Owners Association, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

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

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

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

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

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

(b) ; and

A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$6,110.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

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

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

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

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

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

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

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

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

(b) A temporary easement in the form attached hereto as Exhibit B.

6. Closing. The date, time and location of closing shall be mutually agreed upon by

3/28/2023

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Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **June 1, 2023**, or such other date mutually agreed to in writing by the parties. Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

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

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

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

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

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

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

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

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

3/28/2023

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

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

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

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

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

(i) No pollution.

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

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

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

(4) There is no asbestos on the Property;

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

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

3/28/2023

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

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

12. Contingencies.

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

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

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

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

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and

3/28/2023

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proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

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

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

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

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

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

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

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

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

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

3/28/2023

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

3/28/2023

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

SELLER TMV RETAIL II OWNERS ASSOCIATION

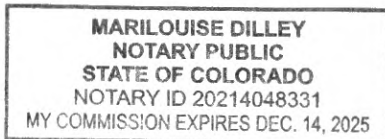
BY: Mark L Eames

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing document was acknowledged before me this 30th day of March, 2023 by Mark L Eames as Managing Agent for TMV Retail II Owners Association.

WITNESS my hand and official seal.

My Commission Expires: 12/14/2025



Marilouise Dilley
Notary Public
Address of Notary: 7208 S Tucson Way #125
Centennial, CO 80112

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

3/28/2023

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EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF A PRIVATE ROADWAY (AKA STAGE RUN) LOCATED IN TWENTY MILE VILLAGE FILING NO. 2, 2ND AMENDMENT RECORDED AT RECEPTION NO. 00050141 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 23A, NORTH 81°08'30" WEST, A DISTANCE OF 22.90 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 02°56'02" EAST, A DISTANCE OF 13.49 FEET;

THENCE SOUTH 87°03'50" EAST, A DISTANCE OF 21.11 FEET TO THE EASTERLY LINE OF SAID PRIVATE ROADWAY;

THENCE ALONG SAID EASTERLY LINE, SOUTH 03°04'55" EAST, A DISTANCE OF 15.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.007 ACRES, (321 SQUARE FEET), MORE OR LESS.

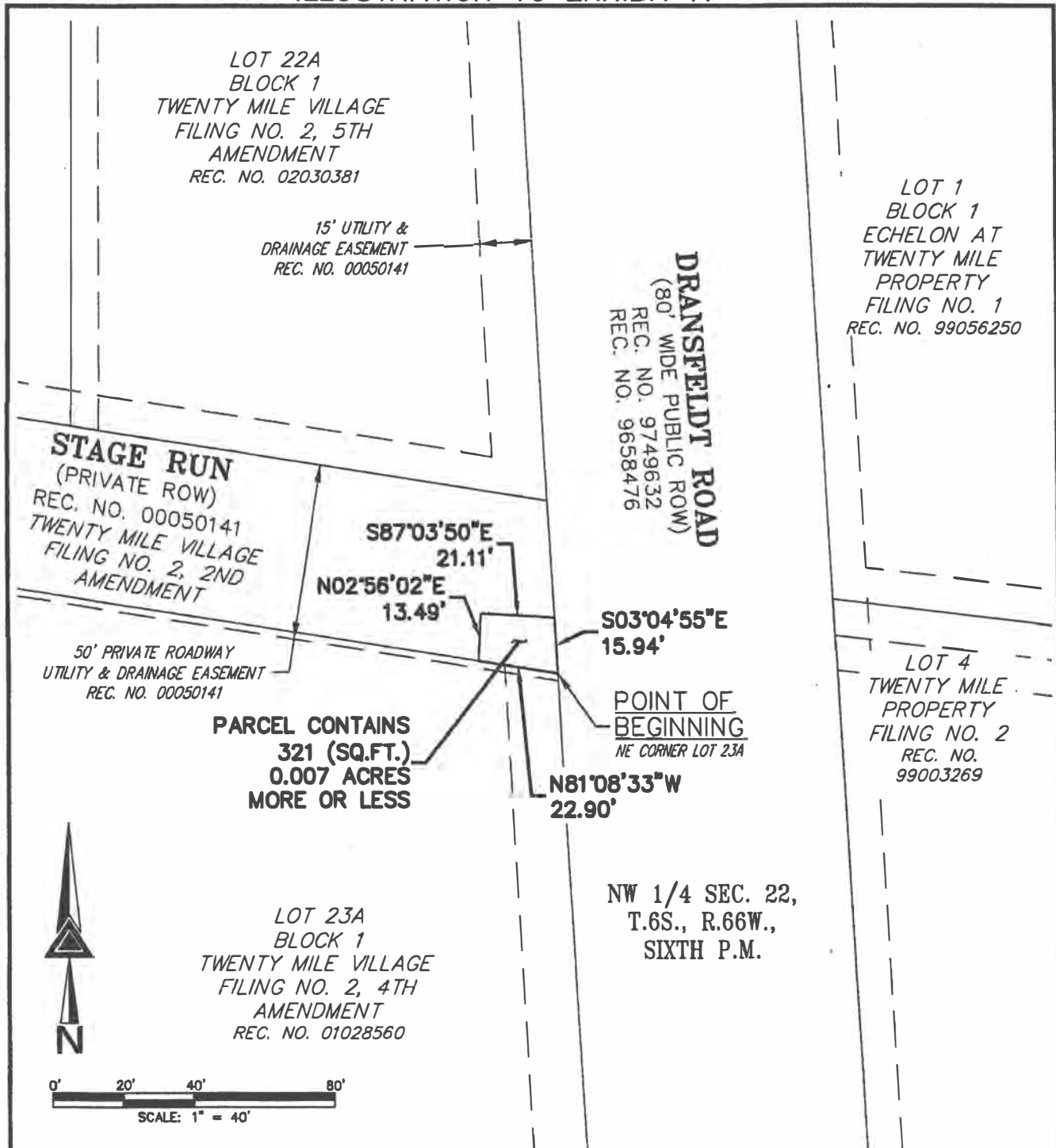
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A



PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: STAGE RUN - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1896
Fax: (303)713-1897
www.aztecconsultants.com

RIGHT-OF-WAY
NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO
JOB NUMBER 12321-08 2 OF 2 SHEETS

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **TMV Retail II Owners Association** whose address is 18601 E Mainstreet, Parker, CO 80134 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBIT A**, attached hereto and by this reference made a part hereof (the "Subject Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date Grantee provides written notice of the commencement of the Temporary Easement by Grantor, which notice shall be provided within two (2) years of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed one (1) year from the date of expiration hereof.

2. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this _____ day of _____, 202__.

EXHIBIT A

LEGAL DESCRIPTION

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COMMENCING AT THE NORTHEAST CORNER OF LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 IN SAID OFFICIAL RECORDS;.

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 23A, NORTH 81°08'30" WEST, A DISTANCE OF 22.90 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 81°08'30" WEST, A DISTANCE OF 28.80 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 08°51'30" EAST, A DISTANCE OF 48.00 FEET TO THE SOUTHERLY LINE LOT 22A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 5TH AMENDMENT RECORDED AT RECEPTION NO. 02030381 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 81°08'30" EAST, A DISTANCE OF 41.55 FEET TO THE EASTERLY LINE OF SAID PRIVATE ROADWAY;

THENCE ALONG SAID EASTERLY LINE, SOUTH 03°04'55" EAST, A DISTANCE OF 33.12 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 87°03'50" WEST, A DISTANCE OF 21.11 FEET;

THENCE SOUTH 02°56'02" WEST, A DISTANCE OF 13.49 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.044 ACRES, (1,917 SQUARE FEET), MORE OR LESS.

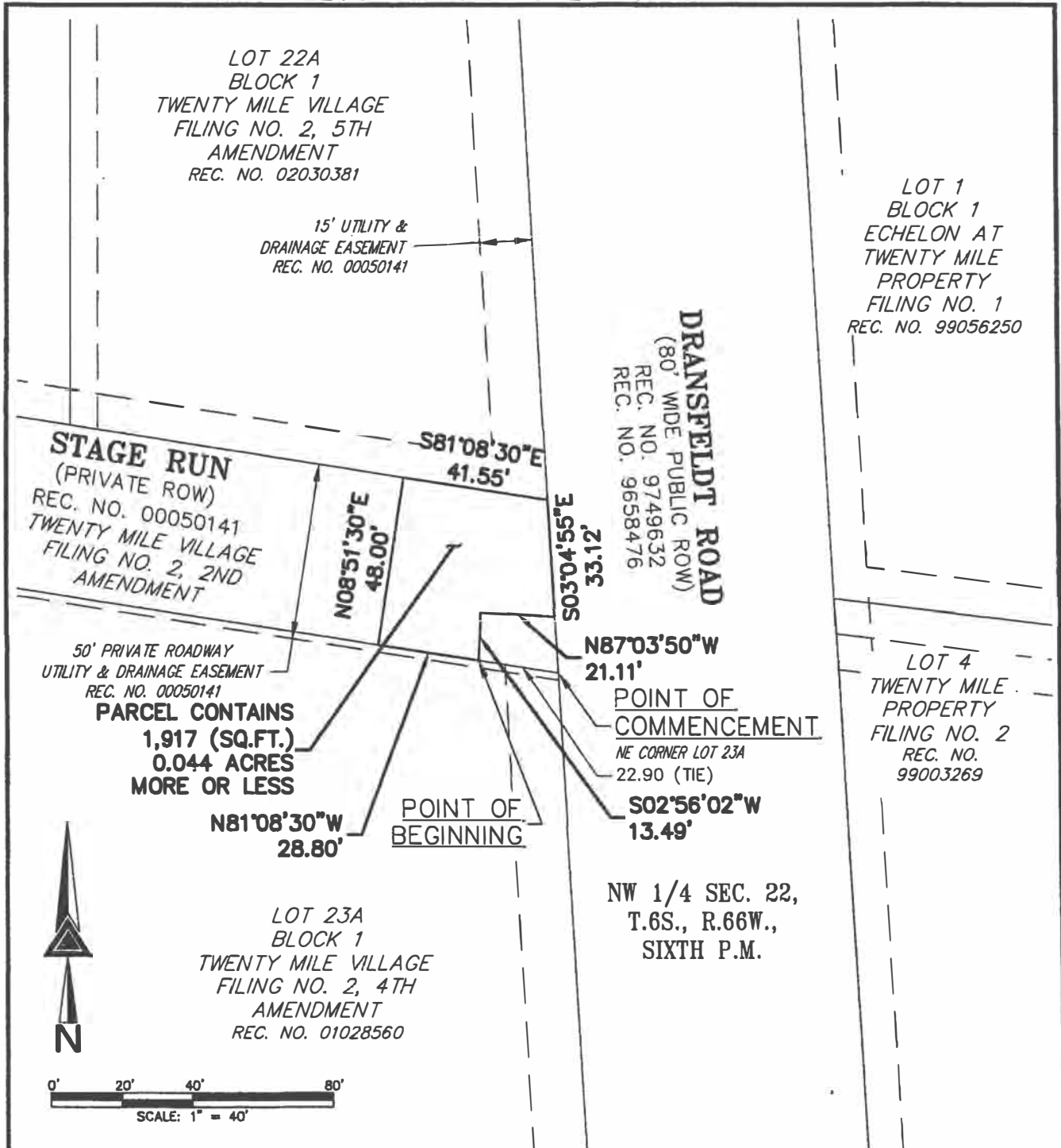
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ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



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**TEMPORARY CONSTRUCTION EASEMENT
NW 1/4 SEC. 22, T6S, R66W; 6TH PM
TOWN OF PARKER, COLORADO**

JOB NUMBER 12321-08

2 OF 2 SHEETS



Request for Town Council Action

Date: May 1, 2023
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Hilltop Road/Canterberry Parkway Area Improvements (CIP 22-039)**
Amount: **\$989,915.50**
Contractor: **53 Corporation, LCC**
Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with 53 Corporation, LLC for the Hilltop Road/Canterberry Parkway Area Improvements (CIP 22-039).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on April 18, 2023, for the Hilltop Road/Canterberry Parkway Area Improvements (CIP 22-039). Work includes, but is not limited to, extension of the existing left-hand turn lanes on Hilltop Road at the Canterberry Parkway intersection and also the Legend High School intersection.

Five (5) contractors bid on the project, with 53 Corporation, LLC being the lowest responsible bidder. The contractor successfully completed the Parkglenn Way Retaining Wall Replacement project in 2018 and the Cimarron Middle School Detention Pond Improvements project in 2022 for the Town. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1. 53 Corporation, LLC	\$989,915.50
2. Elite Surface Infrastructure	\$1,157,185.95
3. Stone and Concrete	\$1,255,262.34
4. Noraa Concrete Construction Corporation	\$1,396,116.10
5. T&M Construction, LLC	\$1,531,839.50
Engineer's Estimate	\$1,230,346.39

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and Streets Capital Projects fund (301-4310).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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