

TOWN OF PARKER COUNCIL AGENDA

May 15, 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. SPECIAL PRESENTATIONS

- Teen Court Scholarship Recipients

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. CONSENT AGENDA

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

- A. *APPROVAL OF MINUTES - May 1, 2023*

- B. *ORDINANCE NO. 1.289.7 – First Reading*
A Bill for an Ordinance to Approve the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment
Department: *PAR & Economic Development Director, Weldy Feazell*
Second Reading: *June 5, 2023*
- C. *ORDINANCE NO. 1.576 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Certain Motsenbocker Road Improvements, as Part of the Dransfeldt Road Project, Both Town Roadways, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: *Engineering and Public Works, Chris Hudson*
Second Reading: *June 5, 2023*
- D. *ORDINANCE NO. 1.580 - First Reading*
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to LCP MFII WREN, LLC
Department: *Community Development, Amber Wood-Hicken*
Second Reading: *June 5, 2023*
- E. *ORDINANCE NO. 1.581 - First Reading*
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to KPS Retail, LLC
Department: *Community Development, Amber Wood-Hicken*
Second Reading: *June 5, 2023*
- F. *RESOLUTION NO. 23-044*
A Resolution to Approve the Third Amendment to Amended and Restated Employment Agreement for the Town Manager
Department: *Town Council*
- G. *RESOLUTION NO. 23-045*
A Resolution to Approve the First Amendment to Employment Agreement for the Town Attorney
Department: *Town Council*
- H. *RESOLUTION NO. 23-047*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Herzog House, LLC, for a Portion of Lot 1, Tallman Place Subdivision Filing No. 1
Department: *Engineering and Public Works, Patrick Burke*

I. CONTRACTS OVER \$100,000

1. CentralSquare PD CAD/RMS Contract Renewal

Amount: \$210,523.90
Contractor: CentralSquare (Tritech Software Systems)
Department: Police Department, Ron Combs

2. High Plains Trail-Segment 2 Final Design Contract Amendment

*Amount: \$118,172 in addition to the original contract amount of \$75,172
for a revised total of \$193,344.*
Contractor: Stanley Consultants, Inc.
Department: Parks, Recreation and Open Space, Brett Collins

3. 2023 Townwide Pavement Markings Long Line Project (CIP 23-010)

Amount: \$183,035
Contractor: RoadSafe Traffic Systems, Inc.
Department: Engineering and Public Works, Chris Hudson

J. PROCLAMATION - Public Works Week - May 21-27

6. PUBLIC HEARINGS

RESOLUTION NO. 23-039

A Resolution to Readopt the Parks, Recreation and Open Space Master Plan, as a Part of the Parker 2035 Master Plan

Department: Parks, Recreation and Open Space, Mary Colton

7. ORDINANCES

A. ORDINANCE NO. 1.577 - Second 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

B. ORDINANCE NO. 1.578 – Second 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 Plat, 1st Amendment

Department: Engineering and Public Works, Michael Grabczyk

C. ORDINANCE NO. 1.579 - Second 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

D. ORDINANCE NO. 9.357 - Second 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**

E. ORDINANCE NO. 9.358 - Second 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**

8. RESOLUTION

RESOLUTION NO. 23-049

A Resolution to Exempt Certain Real Property Commonly Known as the Kings Point Way Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Amber Wood-Hicken

9. CONTRACTS OVER \$500,000

Salisbury Park North Development-Professional Services Agreement for Design

Amount: \$3,249,457

Contractor: Hord Coplan Macht

Department: Parks, Recreation and Open Space, Brett Collins

10. PUBLIC COMMENTS CONTINUED IF NECESSARY

11. ADJOURNMENT

A TOWN OF PARKER MY MAINSTREET GENERAL IMPROVEMENT DISTRICT MEETING WILL IMMEDIATELY FOLLOW THE TOWN COUNCIL MEETING.

Parker Town Council

Executive Session Agenda

May 15, 2023

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

1. C.R.S. § 31-25-1201, *et seq.*, the Business Improvement District Act, concerning the formation of a business improvement district
2. American Academy Charter School Traffic Management Plan and Traffic Impact Study and associated traffic impacts
3. Section 11.13.030(a) of the Parker Municipal Code

**TOWN OF PARKER COUNCIL
MINUTES
MAY 1, 2023**

Mayor Jeff Toborg called the meeting to order at 5:30 p.m. All Councilmembers were present except for Laura Hefta.

Town Attorney Kristin Hoffmann announced there were three topics for discussion in the Executive Session. Under C.R.S. § 24-6-402(4)(b), there was one item regarding Section 15.10 of the Parker Home Rule Charter (potential charter amendment). Under C.R.S. § 24-6-402(4)(e), there was one item concerning proposed acquisition of right-of-way and easements for the Motsenbocker improvements as part of the Dransfeldt Road project. Under C.R.S. § 24-6-402(4)(f), there was one item which was the Town Attorney evaluation.

EXECUTIVE SESSION

Brandi Wilks moved, and Todd Hendreks seconded to go into Executive Session at 5:31 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.

Joshua Rivero moved, and Todd Hendreks seconded to come out of Executive Session at 6:39 p.m.

The motion was approved unanimously.

Joshua Rivero moved, and Todd Hendreks 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.

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

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 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*

Joshua Rivero moved to approve Consent Agenda Items 4A through 4L.

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

The motion was approved unanimously.

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

Mayor Toborg advised that staff requested to continue this item until July 17, 2023.

Joshua Rivero moved to continue the public hearing to consider Ordinance No. 2.282 to a date certain of July 17, 2023.

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

The motion was approved unanimously.

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

Mayor Toborg opened the public hearing at 7:06 p.m.

Chicken N' Pickle 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. 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 Roads.

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

popular destination for families, young adults, and corporate gatherings.

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 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.

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

Public Comments: None.

Mayor Toborg closed the public hearing at 7:15 p.m.

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

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

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

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 the Dransfeldt Road Widening Project.

Public Comments: None.

Anne Barrington moved to approve Ordinance No. 1.575 on second reading.

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

The motion was approved unanimously.

CONTRACTS OVER \$500,000

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

Amount: \$989,915.50

Contractor: 53 Corporation, LLC

Department: Engineering and Public Works, Tom Gill

This item is to approve the award of a trade contractor agreement with 53 Corporation, LLC 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 the Legend High School intersection. Work will be completed during summer break to minimize traffic disruptions.

Public Comments: None.

Anne Barrington moved to approve the staff recommendation, as a part of the regular agenda.

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

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 7:31 p.m.

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

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: May 15, 2023

Submitted By: Weldy Feazell, PAR & Economic Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.289.7 – First Reading**
A Bill for an Ordinance to Approve the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment
Department: PAR & Economic Development Director, Weldy Feazell
Second June 5, 2023
Reading:

EXECUTIVE SUMMARY

The Second Amended and Restated Cooperation Agreement between the Town and Parker Authority for Reinvestment (PAR) is needed to clean up several administrative items which allow PAR to implement the Town's Urban Renewal Plans.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PAR and the Town originally entered into a Cooperation Agreement for Administrative Services on August 21, 2006, which has subsequently been amended on three occasions, on June 4, 2012 (the "First Amendment"); March 17, 2014 (the "Second Amendment"); and on May 15, 2017 (the "Third Amendment"). Subsequently, on December 4, 2017, the Town and PAR entered into the Amended and Restated Cooperation Agreement which has also been amended twice on April 15, 2018 (the "First Amendment") and September 8, 2020 (the "Second Amendment").

The proposed Second Amended and Restated Cooperation Agreement ("Agreement") includes the following:

- Staff Costs: PAR reimburses the Town for the cost of salaries and benefits for staff, and these dollar amounts will be updated to reflect the 2023 expenses.
 - Salary and benefit reimbursement to the Town has been included in PAR's 2023 budget for the following staff:
 - PAR Executive Director - 25% of the Town Manager's salary and benefits
 - PAR Director – 50% PAR and Economic Development Director's salary and benefits
 - PAR Redevelopment Coordinator – 100% salary and benefits

- Administrative Fee: For the budget year, PAR reimburses the Town \$46,000 for the cost of support functions from Town Departments: Human Resources, Finance/Accounting, Information Technology, Risk Management and the Clerk.
- In the future, allows the Town to modify the budget numbers annually by means of the Town submitting a budget to PAR annually for budget allocation.
- Office Rent: PAR reimburses the Town \$22,000 for the cost of office space in Town Hall.
- Identifies the PAR funded Capital Projects that are occurring in the Urban Renewal Areas including the funding PAR for the projects. The construction of the projects utilizing the Town's processes and Town staff for constructing the projects.

FINANCIAL IMPACT

There are no Town expenses for the cooperation agreement. However, the Town will receive \$68,000 in payment from PAR in 2023.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.289.7

RECOMMENDED MOTION

I move to approve Ordinance No. 1.289.7 on first reading and to schedule second reading for June 5, 2023, as part of the consent agenda.

ORDINANCE NO. 1.289.7, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amended and Restated Cooperation Agreement between the Town of Parker and the Parker Authority for Reinvestment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

THIS SECOND AMENDED AND RESTATED COOPERATION AGREEMENT (the "Cooperation Agreement") dated as of the ____ day of _____, 2023, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

WHEREAS, the Town is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the Town the Charter;

WHEREAS, the Authority is a body corporate and has been duly organized established and authorized by the Town to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the Town;

WHEREAS, the Town and the Authority entered into the Cooperation Agreement for Administrative Services on August 21, 2006 (the "Original Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Cooperation Agreement for Administrative Services on June 4, 2012 (the "First Amendment");

WHEREAS, the Town and the Authority entered into the Second Amendment to Cooperation Agreement for Administrative Services on March 17, 2014 (the "Second Amendment");

WHEREAS, the Town and the Authority entered into the Third Amendment to Cooperation Agreement for Administrative Services on May 15, 2017 (the "Third Amendment");

WHEREAS, the Town and the Authority entered into the Amended and Restated Cooperation Agreement for Administrative Services on December 4, 2017 (the "Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Amended and Restated Cooperation Agreement on April 15, 2019 (the "First Amendment to the Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the Second Amendment to Amended and Restated Cooperation Agreement on September 8, 2020 (the "Second Amendment to the Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority now desire to enter into this Second Amended and Restated Cooperation Agreement to memorialize all updated aspects of the relationship between the Town and the Authority; and

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the Town and the Authority to enter into cooperative agreements such as this Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Amended and Restated Cooperation Agreement as follows:

1.0 USE OF TOWN EMPLOYEES/ADMINISTRATIVE SERVICES.

A. Use of Town Employees. The Town hereby authorizes the Authority to utilize the services of certain specified Town employees to assist the Authority in work related to urban renewal projects in the Town. Retroactive to April 15, 2023, the Town hereby assigns the following positions to perform such services for the percentage of their time specified below as follows:

1. The Authority Executive Director: The Town Manager shall perform the function of Executive Director, and the Authority shall pay twenty-five percent (25%) of the total cost of the Town Manager's salary and benefits for performing such functions;
2. The Authority Director: The Parker Authority for Reinvestment/Economic Development Director shall perform the function of Authority Director, and the Authority shall pay fifty percent (50%) of the total cost of the salary and benefits for performing such functions; and
3. The Authority Redevelopment Coordinator: The Authority shall pay one hundred percent (100%) of the total cost of the salary and benefits for performing such functions.

B. Administrative Services.

1. Town Administrative Fee: In addition to the specific staff positions set forth above, the Town shall charge the total amount of Forty-Six Thousand Dollars (\$46,000) for administrative support, including, but not limited to, Town human resources, finance, information technology, and Town Clerk support.

2. The use of Town employees by the Authority and the proportionate cost of their services shall be deemed an advance by the Town and an obligation of the Authority. The annual charge for administrative support shall also be deemed an obligation of the Authority.
3. The costs incurred by the Authority as set forth in this Section 1.0 shall be allocated equally one-third each to each of the three urban renewal plans set forth in Section 4.0 of this Agreement.
4. The Town shall retain the right to establish the employees' wages or salaries and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. The Town, as the employer, has the responsibility for payment of salary or wages to the employee and for reporting withholding and paying any applicable taxes with respect to the employees' wages or salaries and payment of Town-sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The Town also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the Town's employees, all of such responsibilities being the obligation of the Town. The Town intends to retain the right to maintain the employment relationship between the Town and its employees on a long term, and not a temporary basis.
5. In the event any employment-related issues arise with employees assigned to work with the Authority, these issues shall be addressed in the manner provided by the Town's Personnel Manual as the same may be amended from time to time.
6. Employees assigned to work with the Authority shall further be subject to the Town's Operations Manual as the same may be amended from time to time, concerning administrative expenditures made on behalf of the Authority, including, by way of example, the use of purchasing cards for Authority expenditures.

2.0 TOWN FACILITIES. The Authority shall pay the Town rent in the amount of Twenty-Two Thousand Dollars (\$22,000.00), which amount reflects the rent on a price per square foot basis for those employees identified in 1.0 above. The costs incurred by the Authority as set forth in this Section 2.0 shall be allocated equally one-third each to each of the three urban renewal plans set forth in Section 4.0 of this Agreement.

3.0 CAPITAL PROJECTS WITHIN AN URBAN RENEWAL PROJECT AREA.

The Town and the Authority desire to continue to have the Authority fund or otherwise provide the Capital Projects more particularly described in **Exhibit A**, attached

hereto and incorporated herein by this reference, pursuant to C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c), and seek to utilize the process set forth in this Agreement.

The Town and the Authority therefore agree the provisions of this Agreement shall continue to apply if the Authority approves the funding for the providing of any of the Capital Projects identified in **Exhibit A**.

The Parties agree that the Authority shall provide the necessary funds for any Capital Project identified on **Exhibit A**, including necessary soft costs, and said funds shall thereafter be appropriated by the Town for such Capital Projects as more particularly described in the contracts of the Town approving any of the identified Capital Projects. The Town shall use the Town procurement processes and Town employees in order to contract for the completion of the Capital Projects with the segregated funds as set forth herein. The Authority shall have no obligation after providing the funds to the Town to be segregated hereunder for construction of the Capital Projects.

4.0 URBAN RENEWAL AREAS. The Parties acknowledge and agree that as of the date of this Cooperation Agreement, three (3) urban renewal areas exist within the boundaries of the Town, more particularly described as the Parker Central Area Reinvestment Plan Area, the Cottonwood Commercial Urban Renewal Plan Area, and the Parker Road Urban Renewal Plan Area.

5.0 PAYMENT FOR ADMINISTRATIVE FEES AND USE OF TOWN FACILITIES; CALCULATION IN FUTURE YEARS.

A. Yearly Statements by the Town and Payment by the Authority. All amounts due under Sections 1.0 and 2.0 shall be invoiced by the Town to the Authority annually on or before December 5 of each year and shall be due to the Town annually on or before December 15 of the year in which the invoice is received.

B. Calculation of Costs for Future Years. The Town's charges to the Authority of the Administrative Fee pursuant to Section 1.0 and the amount charged by the Town to the Authority for rent of Town Facilities pursuant to Sections 2.0 shall be adjusted on an annual basis based on the Town's prior year's audited actual costs, and the Town shall present a final budget for the Authority's review and approval on or before October 15 of each year.

6.0 MISCELLANEOUS.

A. Governing Law. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and shall be subject to the limitations if any that are applicable under the Charter or ordinances of the Town.

B. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first-class mail postage prepaid addressed as follows:

If to the Town:

Town of Parker Colorado
20120 E Mainstreet
Parker Colorado 80138

If to the Authority:

Parker Authority for Reinvestment
20120 E Mainstreet
Parker Colorado 80138

The Town or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

C. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party provided however there are no outstanding amounts payable by the Authority to the Town, unless satisfactory arrangements have been made in the sole discretion of the Town for the payment of such amounts.

D. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the Town or the Authority that are not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town or the Authority hereunder shall extend only to monies currently appropriated.

E. Severability. In the event that any provision of this Amended and Restated Cooperation Agreement other than the requirement of the Authority to reimburse the Town for obligations incurred by the Authority hereunder shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof.

F. Entire Agreement — Amendments. This Second Amended and Restated Cooperation Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained within this Second Amended and Restated Cooperation Agreement. This Second Amended and Restated Cooperation Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto relating to the matters set forth herein. This Agreement may be further amended by written agreement between the Town and the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Cooperation Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Attest:

Chris Vanderpool, Town Clerk

**PARKER AUTHORITY FOR
REINVESTMENT**

By: _____
Jeff Toborg, Chairman

Attest:

Chris Vanderpool, Authority Clerk

EXHIBIT A

Capital Projects

PAR CIP BONDING PROJECTS		CAPITAL TOTAL	Funding Status	Project Status
PARKER CENTRAL				
Infrastructure	Mainstreet Safety Enhancements and Circulation phase 1 Safety and circulation improvements on Mainstreet between Parker Road and Pine Drive intersections.	\$ 1,500,000	Funding Provided in 2020 with Loan	Project Complete 2022
Placemaking	Mainstreet Beautification and Safety Enhancements (Twenty Mile to Dransfeldt) - Design for Streetscape, pedestrian, sidewalk, lighting and landscaping improvements along Mainstreet	\$ 250,000	Funding Provided in 2020 with Loan	Design Complete 2023
Placemaking	O'Brien Park Southern edge/Mainstreet improvements Pedestrian and landscape improvements along the southern edge of O'Brien Park adjacent to Mainstreet.	\$ 600,000	Funding Provided in 2020 with Loan	Under Construction 2023
Infrastructure	Mainstreet and 20 Mile Intersection improvements - Turn lane additions at intersection for improved traffic operations, including 3/4 movement from 20 Mile to Stage Run.	\$ 1,800,000	Funding Provided in 2020 with Loan	Under Construction 2023
Placemaking	Pikes Peak Sidewalk improvements on Pikes Peak Drive	\$ 3,000,000	Funding Provided in 2020 with Loan	Under Construction 2023
Placemaking	Mainstreet Northside Sidewalk (T&C Area) Pedestrian improvements and sidewalk widening and landscaping North side of Mainstreet in front of Town and Country Village	\$ 2,600,000	Funding Provided in 2020 with Loan	Under Construction 2023
Infrastructure	Dransfelt widening and improvements from Mainstreet to Pony Express	\$ 3,000,000	Funding Provided in 2020 with Loan	Under Construction 2023
Infrastructure	Pilgrims Place Sidewalk - pedestrian, sidewalk, lighting and landscaping between Tailgate and Parker Garage	\$ 500,000	2023 Budget Appropriation	Under Construction 2023
Infrastructure	PACE Center Parking Garage per the the Development Agreement with Confluence Companies and the Town of Parker.	\$ 10,100,000	Funding through Budget Appropriation	Construction Estimated to start 2024
PARKER CENTRAL TOTAL		\$ 23,350,000	\$ -	
COTTONWOOD				
Infrastructure	Cottonwood Bridge Widening	\$ 8,000,000	Funding Provided in 2020 with Loan	Project Complete 2022
Infrastructure	Beckett Drive Acquisition and Rebuilding	\$ 250,000	2023 Budget Appropriation for Design	Construction of Road cost and budget appropriation pending
COTTONWOOD TOTAL		\$ 8,000,000		



Request for Town Council Action

Date: May 15, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.576 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Certain Motsenbocker Road Improvements, as Part of the Dransfeldt Road Project, Both Town Roadways, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson
Second Reading: June 5, 2023

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire right-of-way and easements for proposed improvements on Motsenbocker Road between Todd Drive and Longland Parkway that are part of the Dransfeldt Road extension project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Dransfeldt Road extension project, improvements to Motsenbocker Road between the Todd Drive intersection and Longland Parkway (Salisbury Heights Subdivision) are included in the project scope. This stretch of Motsenbocker Road is shown on the attached vicinity map for reference. This roadway will be improved (widened) to a 3-lane collector roadway section that requires additional right-of-way and easements to construct. The project also includes a widening of the current curve on Motsenbocker Road near the Tree Source – Parker plant nursery and drainage improvements to the KOA tributary.

This ordinance is for needed roadway improvements and will affect five (5) property owners along this section of Motsenbocker Road. One (1) of them (the Dominoe property) was annexed into the Town in 2012 and is subject to the annexation agreement requirements to dedicate needed property/easements for the needed roadway improvements. The remaining four (4) properties are currently located in unincorporated Douglas County.

The needed areas are as follows:

1. Right-of-way (fee conveyance) = 65,219 SF (1.497 acres)
2. Drainage easement = 66,239 SF (1.521 acres)
3. Slope easement = 1,659 SF (0.038 acres)
4. Temporary construction easement = 62,886 SF (1.444 acres)

Attached to this document is a “key map” showing the easement areas in relation to each other. For reference, the Town platted the Salisbury North property in 2022 to create the needed right-of-way and tracts necessary for the proposed Dransfeldt extension project including Motsenbocker Road.

This proposed intent to acquire ordinance is specific to proposed Motsenbocker Road improvements associated with the proposed Dransfeldt Road extension project.

FINANCIAL IMPACT

Funding for these acquisitions is included in the approved funding for the Dransfeldt Road extension project improvements line item of the Highway and Streets Capital Projects accounts (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

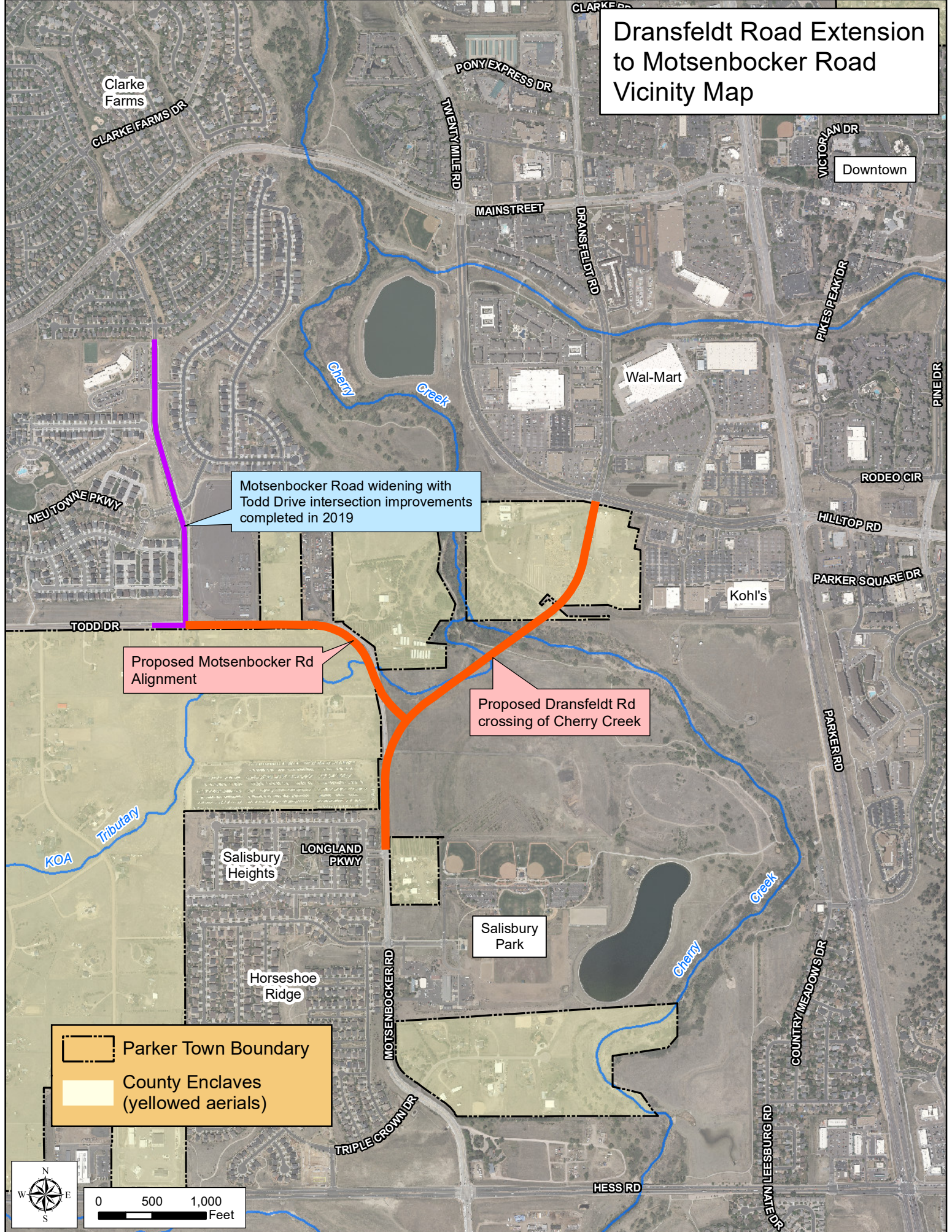
ATTACHMENTS

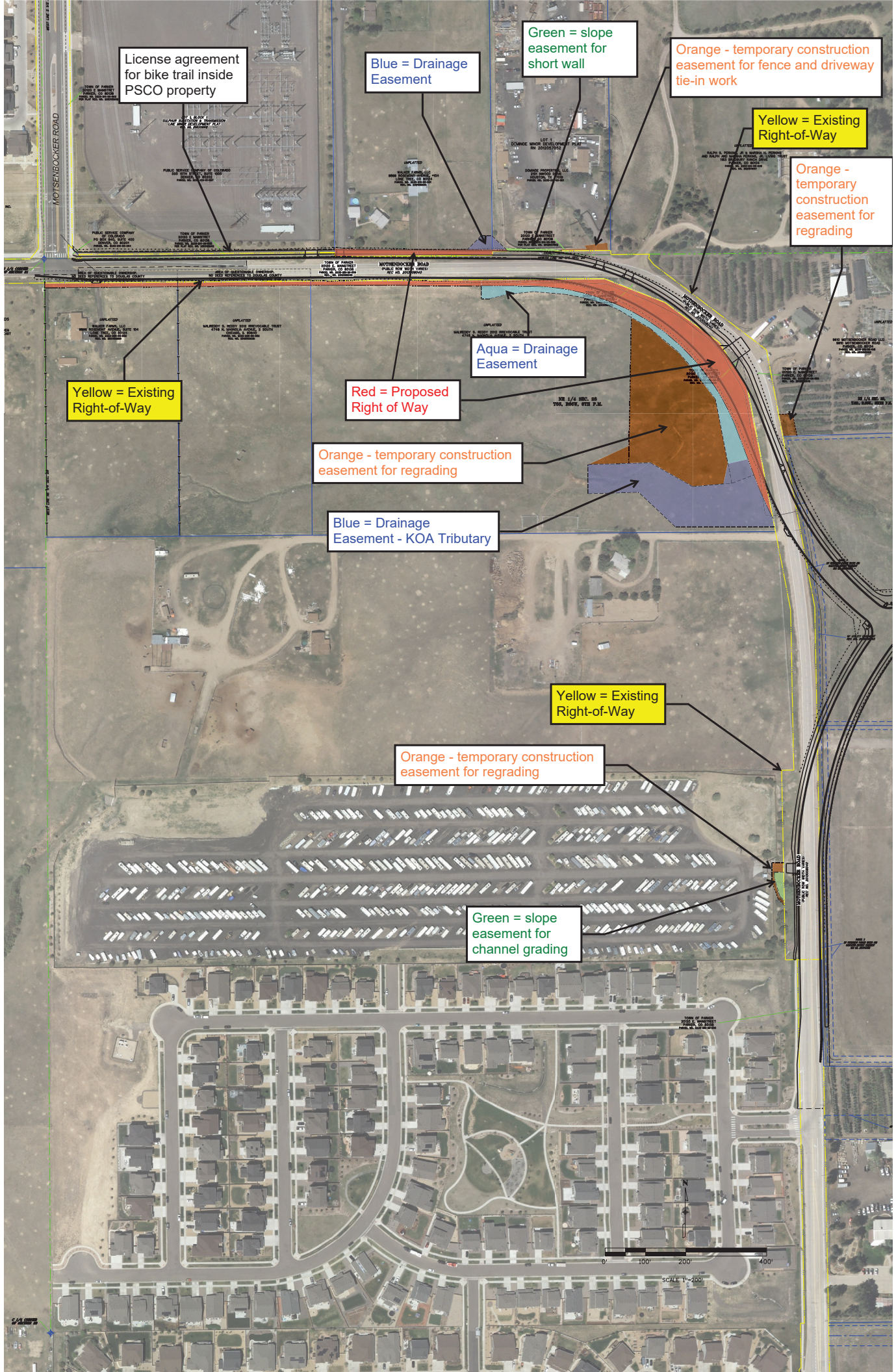
1. Dransfeldt Rd Extension South of 20 Mile Vicinity Map
2. Key Map-West side ROW and easements
3. Ordinance No. 1.576

RECOMMENDED MOTION

I move to approve Ordinance No. 1.576 on first reading and to schedule second reading for June, 5, 2023, as part of the consent agenda.

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map





License agreement
for bike trail inside
PSCO property

Blue = Drainage
Easement

Green = slope
easement for
short wall

Orange - temporary construction
easement for fence and driveway
tie-in work

Yellow = Existing
Right-of-Way

Orange -
temporary
construction
easement for
regrading

Yellow = Existing
Right-of-Way

Red = Proposed
Right of Way

Aqua = Drainage
Easement

Orange - temporary construction
easement for regrading

Blue = Drainage
Easement - KOA Tributary

Yellow = Existing
Right-of-Way

Orange - temporary construction
easement for regrading

Green = slope
easement for
channel grading

0' 100' 200' 400'
SCALE 1"=200'

ORDINANCE NO. 1.576, Series of 2023

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING CERTAIN MOTSENBOCKER ROAD IMPROVEMENTS, AS PART OF THE DRANSFELDT ROAD PROJECT, BOTH TOWN ROADWAYS, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS.

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

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (right-of-way acquisitions), **Exhibit B** (drainage easement acquisitions), **Exhibit C** (slope easement acquisitions), and **Exhibit D** (temporary construction easement acquisitions), attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving certain Motsenbocker Road Improvements as part of the Dransfeldt Road Project, both Town roadways, as generally depicted on **Exhibit E**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including without limitation the notice and negotiation requirements and provisions thereof.

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

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

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

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

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed

to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

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

Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be 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 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

Right-of-Way Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537, AND THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003536, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 80°06'17" EAST, A DISTANCE OF 335.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY AND SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTH 89°35'15" EAST, A DISTANCE OF 1,058 FEET;
2. SOUTH 68°32'30" EAST, A DISTANCE OF 161.50 FEET;
3. SOUTH 53°25'35" EAST, A DISTANCE OF 166.50 FEET;
4. SOUTH 32°12'10" EAST, A DISTANCE OF 130.53 FEET;
5. SOUTH 10°59'21" EAST, A DISTANCE OF 334.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 821.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 62°32'18" EAST;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°24'29", AN ARC LENGTH OF 91.88 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 21°03'15" WEST, A DISTANCE OF 151.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 549.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°33'42", AN ARC LENGTH OF 657.55 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°38'54" WEST, A DISTANCE OF 490.43 FEET;

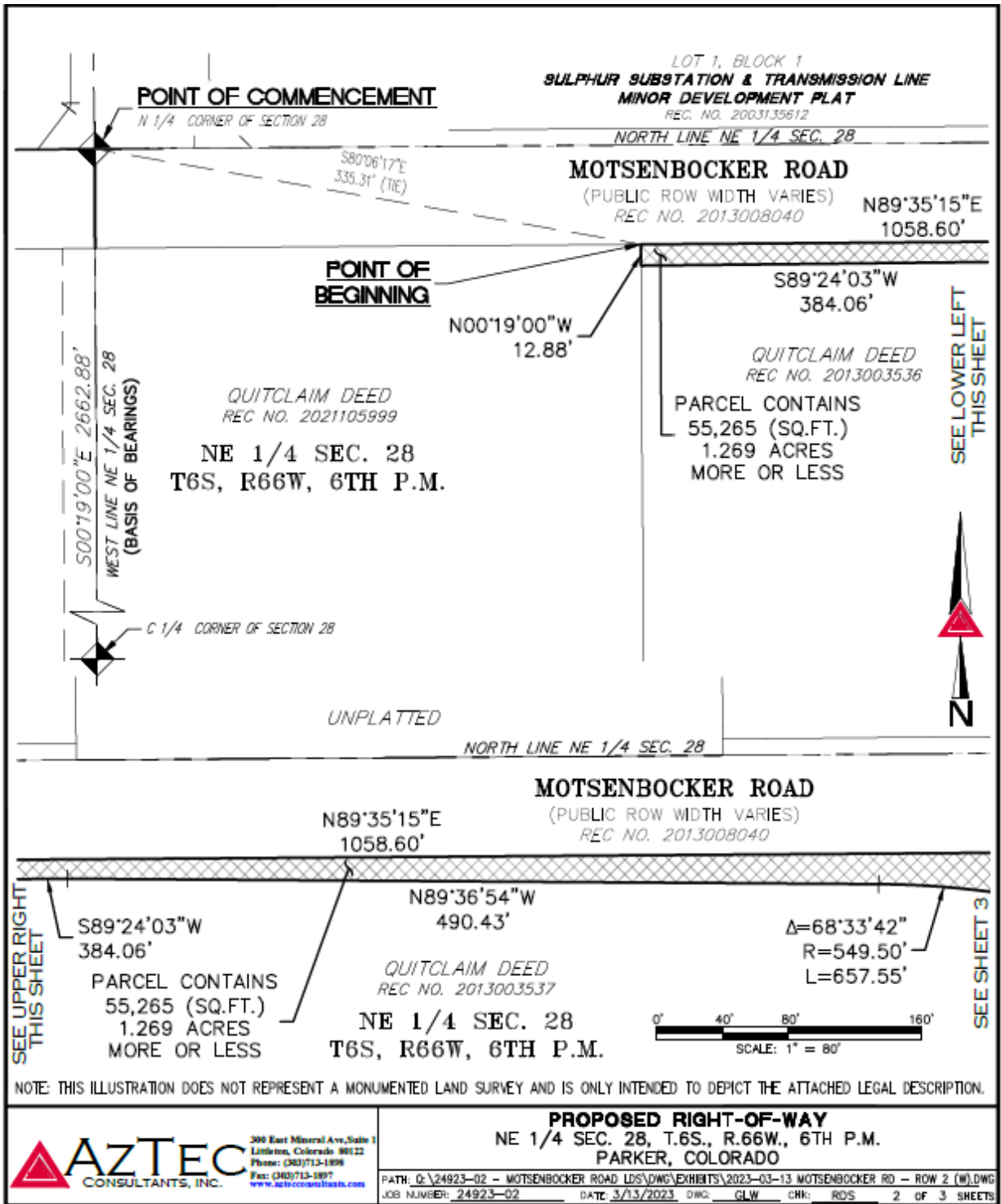
THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 384.08 FEET TO THE WEST BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 213003536 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WEST BOUNDARY, NORTH 00°19'00" WEST, A DISTANCE OF 12.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.269 ACRES, (55,265 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38868
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105999, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°19'00" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'15" EAST, A DISTANCE OF 330.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°19'00" EAST, A DISTANCE OF 12.88 FEET;

THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 65.61 FEET;

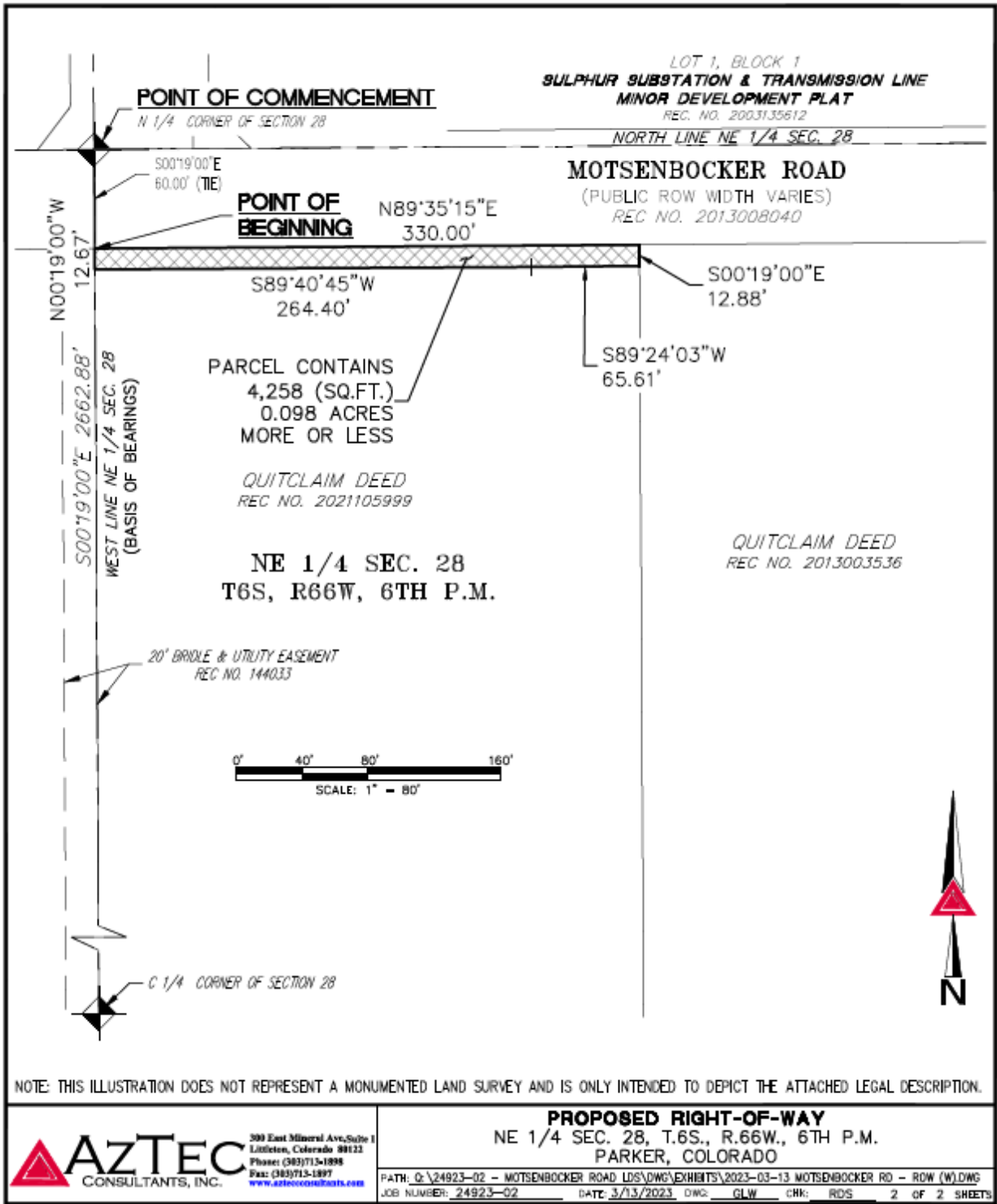
THENCE SOUTH 89°40'45" WEST, A DISTANCE OF 264.40 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°19'00" WEST, A DISTANCE OF 12.67 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.098 ACRES, (4,258 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105604 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED, SOUTH 89°35'15" WEST, A DISTANCE OF 390.85 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED, NORTH 00°40'41" WEST, A DISTANCE OF 17.29 FEET;

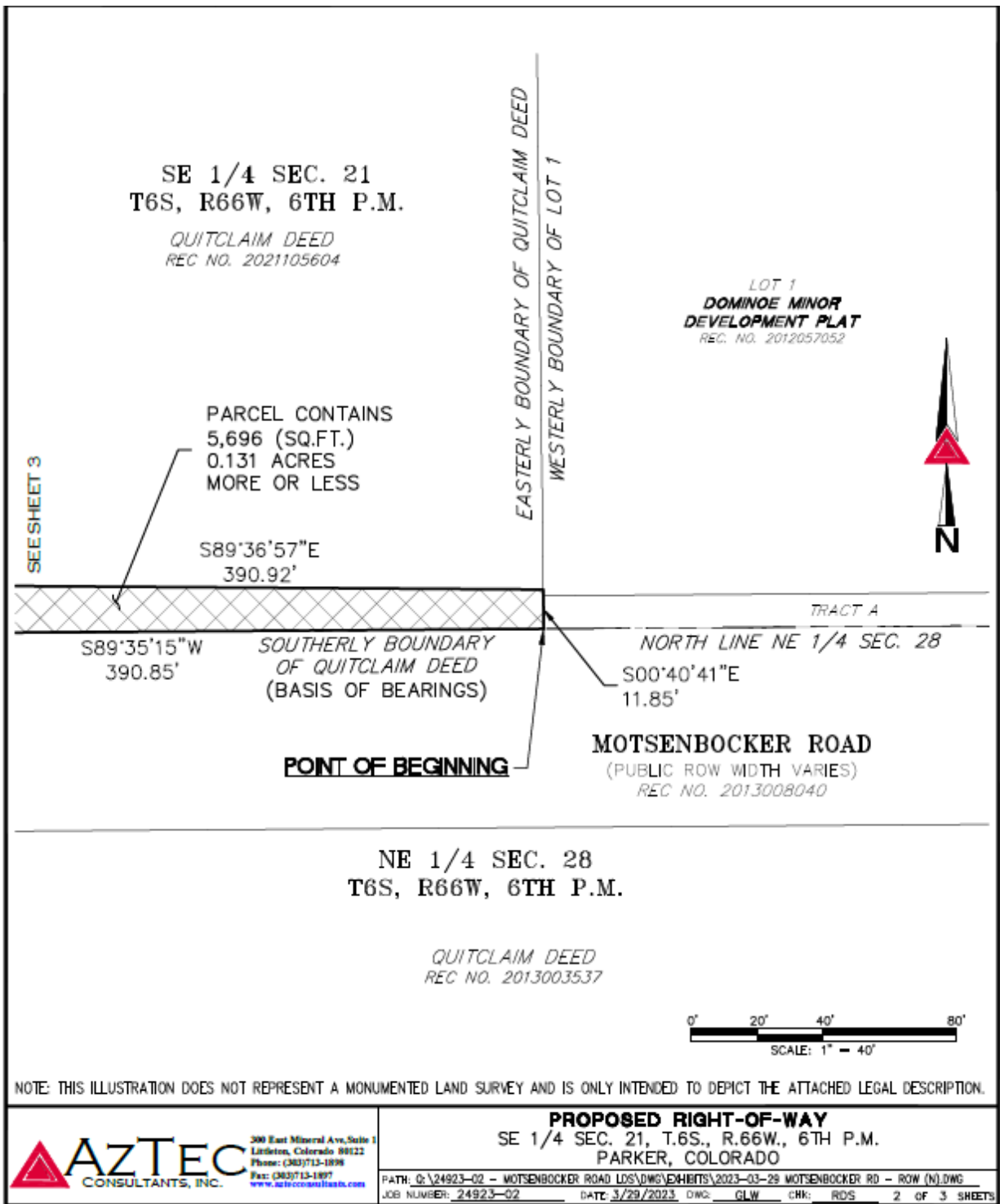
THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°36'57" EAST, A DISTANCE OF 390.92 FEET TO THE EASTERLY BOUNDARY THEREOF;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°40'41" EAST, A DISTANCE OF 11.85 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.131 ACRES, (5,696 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



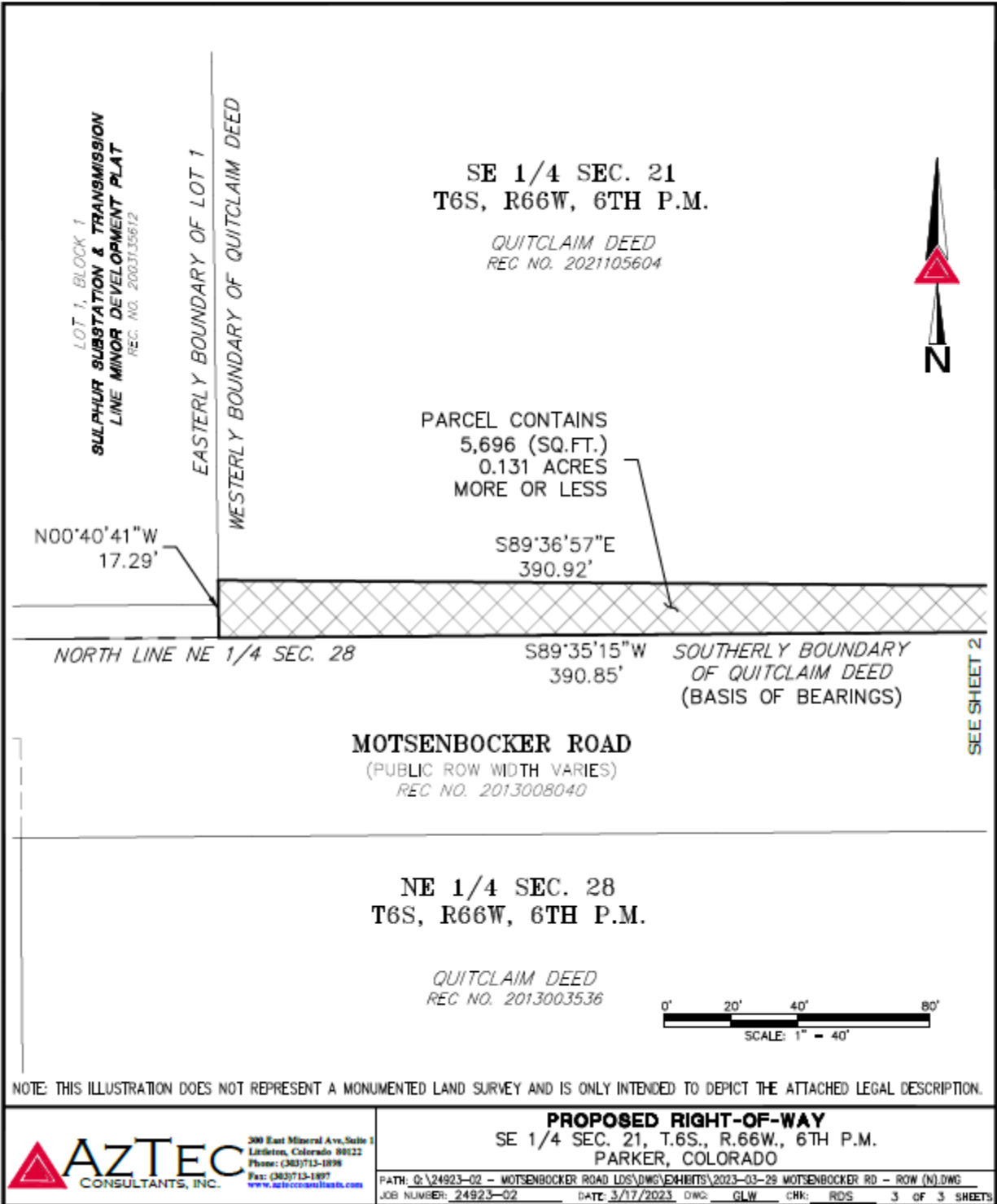


EXHIBIT B

Drainage Easement Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 69°11'57" EAST, A DISTANCE OF 1,441.73 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°26'20" EAST, A DISTANCE OF 154.53 FEET;

THENCE SOUTH 60°33'32" EAST, A DISTANCE OF 119.72 FEET;

THENCE NORTH 85°08'26" EAST, A DISTANCE OF 77.58 FEET;

THENCE NORTH 05°35'12" WEST, A DISTANCE OF 42.55 FEET;

THENCE NORTH 79°54'35" EAST, A DISTANCE OF 67.71 FEET;

THENCE SOUTH 21°03'15" EAST, A DISTANCE OF 61.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 821.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°24'29", AN ARC LENGTH OF 91.88 FEET THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS;

THENCE NON-TANGENT TO SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 10°59'21" EAST, A DISTANCE OF 18.97 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°58'21" WEST, A DISTANCE OF 246.79 FEET;

THENCE NORTH 46°42'58" WEST, A DISTANCE OF 124.24 FEET;

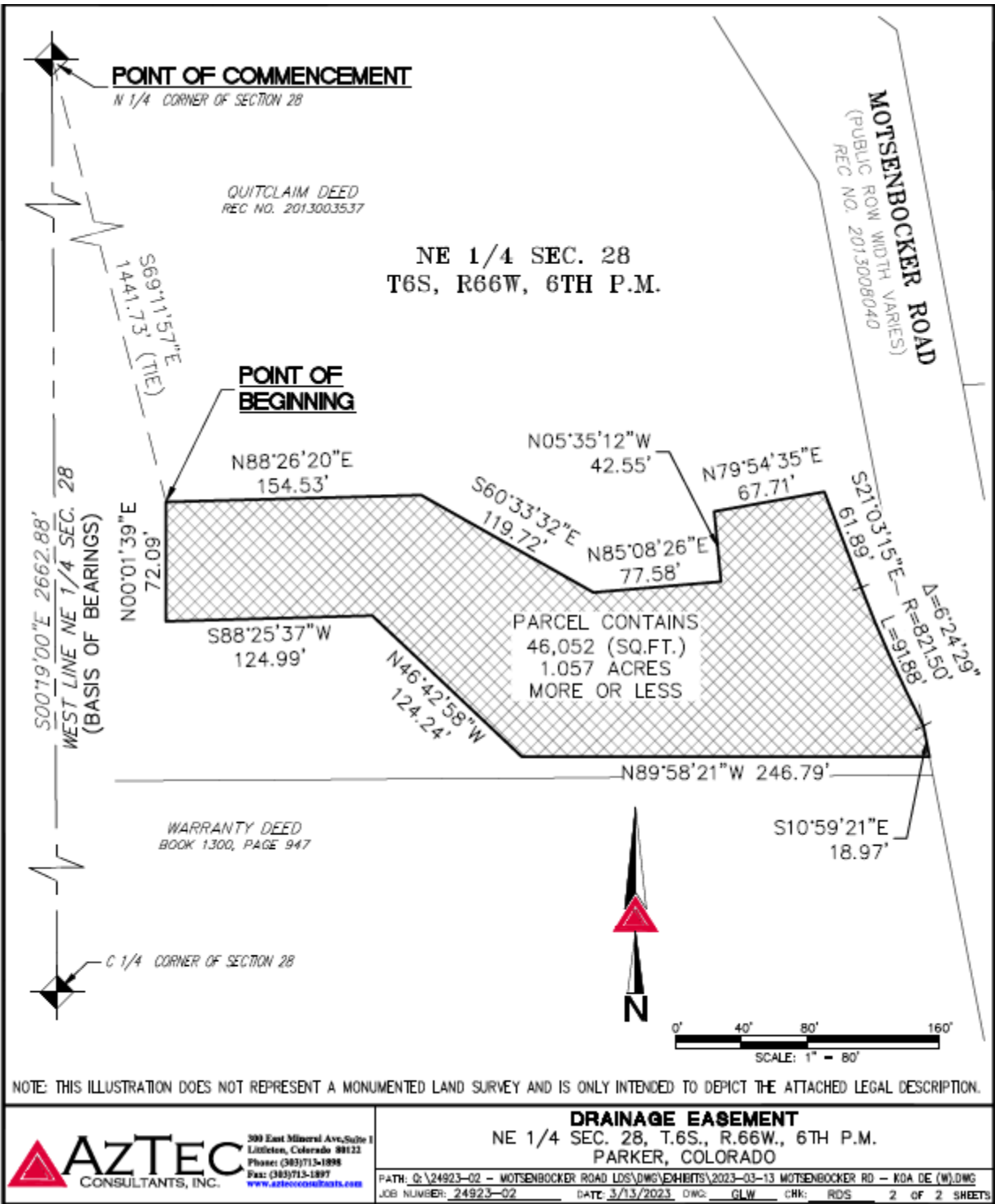
THENCE SOUTH 88°25'37" WEST, A DISTANCE OF 124.99 FEET;

THENCE NORTH 00°01'39" EAST, A DISTANCE OF 72.09 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.057 ACRES, (46,052 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 86°20'13" EAST, A DISTANCE OF 1,078.81 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 128.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 549.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°33'42", AN ARC LENGTH OF 657.55 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 21°03'15" EAST, A DISTANCE OF 89.99 FEET;

THENCE SOUTH 79°54'35" WEST, A DISTANCE OF 67.71 FEET;

THENCE NORTH 01°16'34" EAST, A DISTANCE OF 92.46 FEET;

THENCE NORTH 07°47'59" WEST, A DISTANCE OF 49.67 FEET;

THENCE NORTH 32°27'53" WEST, A DISTANCE OF 92.56 FEET;

THENCE NORTH 38°54'03" WEST, A DISTANCE OF 71.80 FEET;

THENCE NORTH 49°11'13" WEST, A DISTANCE OF 102.99 FEET;

THENCE NORTH 64°35'41" WEST, A DISTANCE OF 153.11 FEET;

THENCE NORTH 75°34'25" WEST, A DISTANCE OF 113.42 FEET;

THENCE SOUTH 88°33'01" WEST, A DISTANCE OF 62.09 FEET;

THENCE SOUTH 77°55'46" WEST, A DISTANCE OF 89.61 FEET;

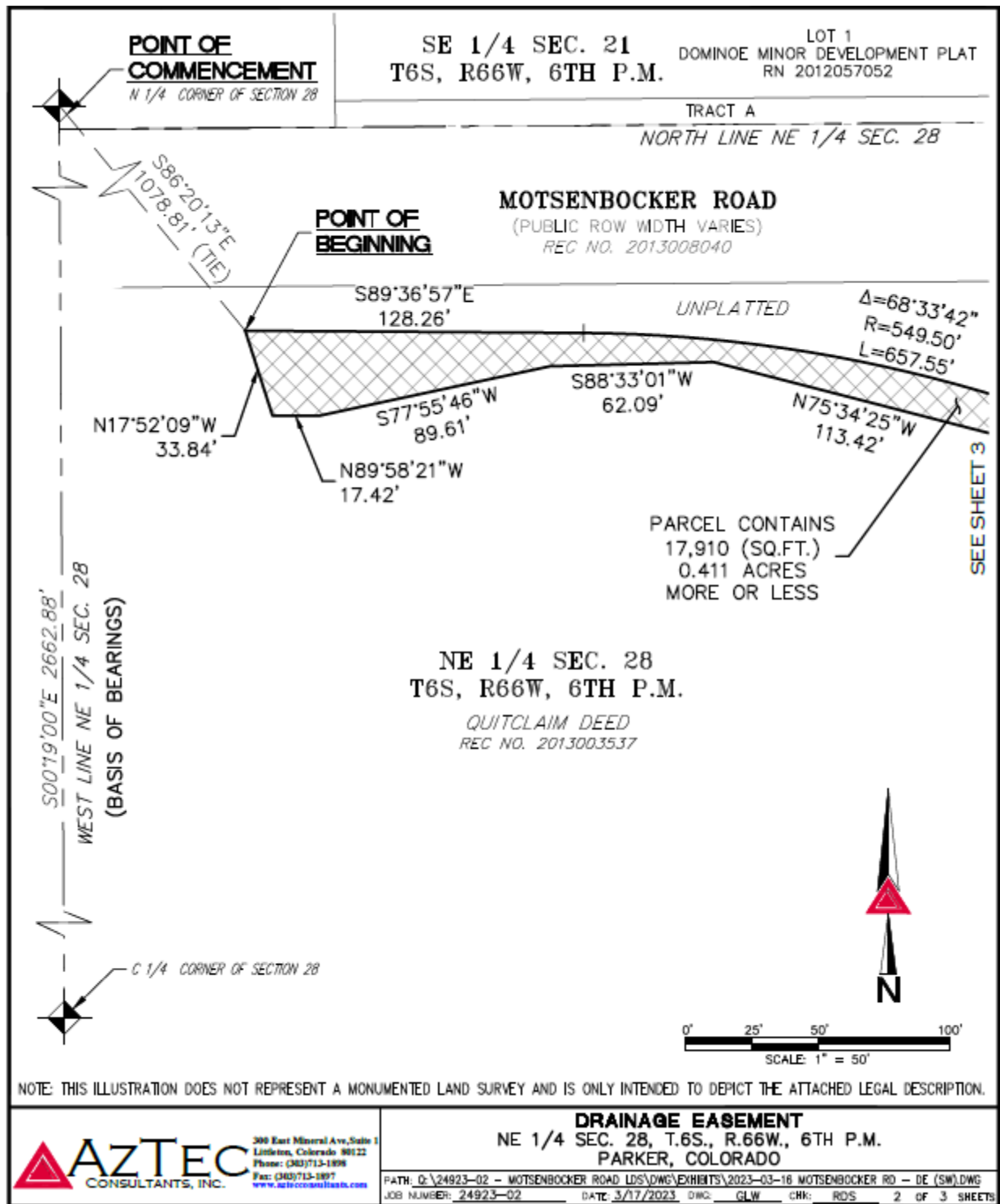
THENCE NORTH 89°58'21" WEST, A DISTANCE OF 17.42 FEET;

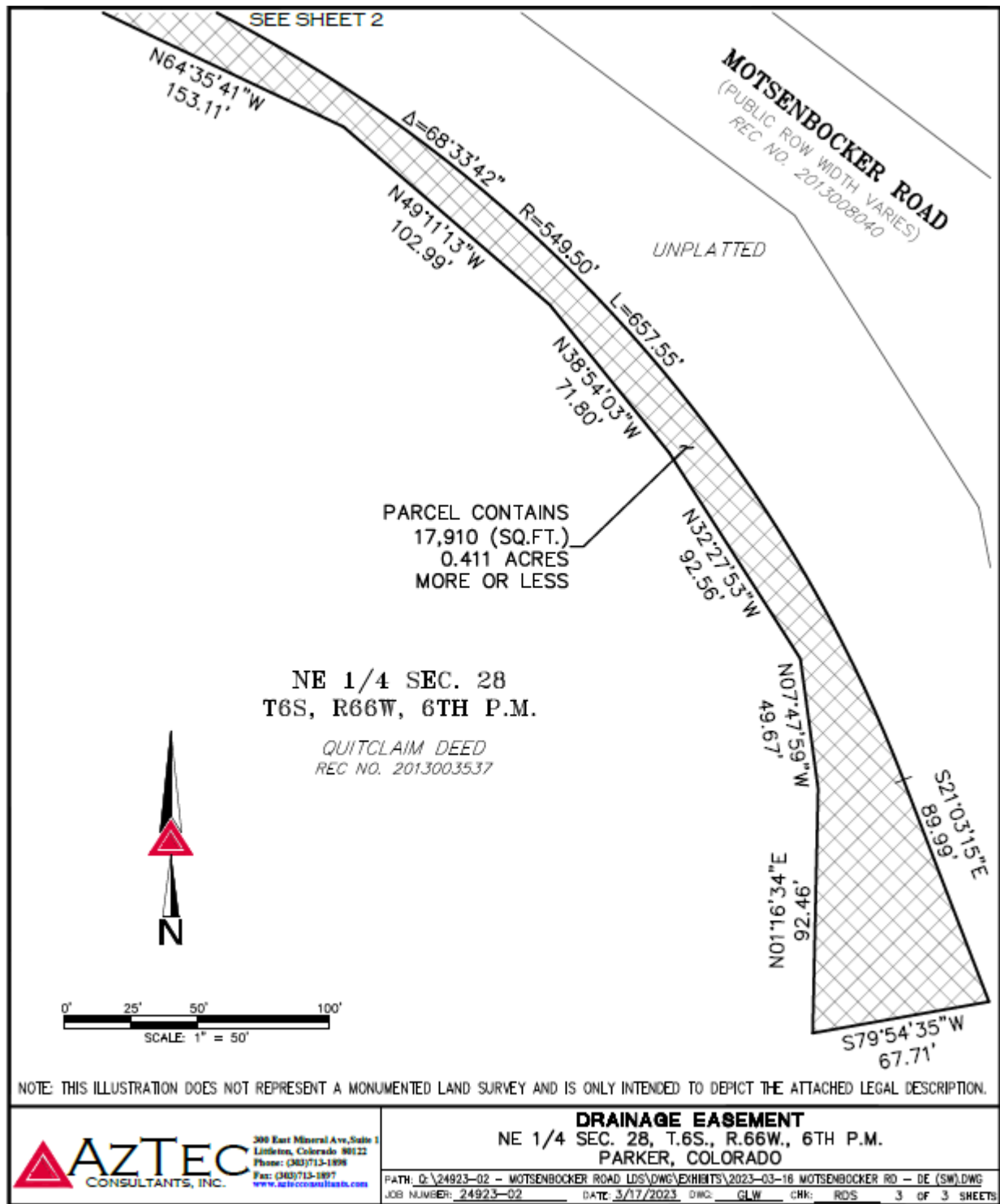
THENCE NORTH 17°52'09" WEST, A DISTANCE OF 33.84 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.411 ACRES, (17,910 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122





A PARCEL OF LAND BEING A PART OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT
RECORDED AT RECEPTION NO. 2012057052 IN THE OFFICIAL RECORDS OF THE CLERK AND
RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST
QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, NORTH 00°40'41" WEST, A
DISTANCE OF 36.45 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 46°17'09" EAST, A DISTANCE OF
52.35 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°35'15" WEST, A DISTANCE OF 37.41
FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.016 ACRES, (682 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

SE 1/4 SEC. 21
T6S, R66W, 6TH P.M.

QUITCLAIM DEED
REC NO. 2021105604

PARCEL CONTAINS
682 (SQ.FT.)
0.016 ACRES
MORE OR LESS

N00°40'41"W
36.45'

N00°40'41"W
WESTERLY BOUNDARY OF LOT 1
(BASIS OF BEARINGS)

LOT 1
DOMINOE MINOR
DEVELOPMENT PLAT
REC. NO. 2012057052



S46°17'09"E
52.35'

TRACT A

NORTH LINE NE 1/4 SEC. 28

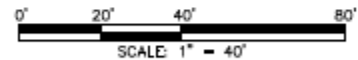
S89°35'15"W 37.41'

POINT OF
BEGINNING
SW CORNER OF LOT 1

MOTSENBOCKER ROAD
(PUBLIC ROW WIDTH VARIES)
REC NO. 2013008040

NE 1/4 SEC. 28
T6S, R66W, 6TH P.M.

QUITCLAIM DEED
REC NO. 2013003537



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



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

DRAINAGE EASEMENT

SE 1/4 SEC. 21, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTSENBOCKER ROAD LOS\DWG\EXHIBITS\2023-03-29 MOTSENBOCKER RD - DE DOMINOE (N).DWG
JOB NUMBER: 24923-02 DATE: 3/29/2023 DWG: GLW CHK: RDS 2 OF 2 SHEETS

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105604 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED, WHENCE THE EASTERLY BOUNDARY OF SAID QUITCLAIM DEED BEARS NORTH 00°40'41" WEST WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 00°40'41" WEST, A DISTANCE OF 11.85 FEET TO THE POINT OF BEGINNING

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 89°36'57" WEST, A DISTANCE OF 63.23 FEET;

THENCE NORTH 45°07'30" EAST, A DISTANCE OF 49.25 FEET;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 27.46 FEET;

THENCE SOUTH 46°17'09" EAST, A DISTANCE OF 0.60 FEET TO SAID EASTERLY BOUNDARY;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°40'41" EAST, A DISTANCE OF 34.59 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.037 ACRES, (1,595 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

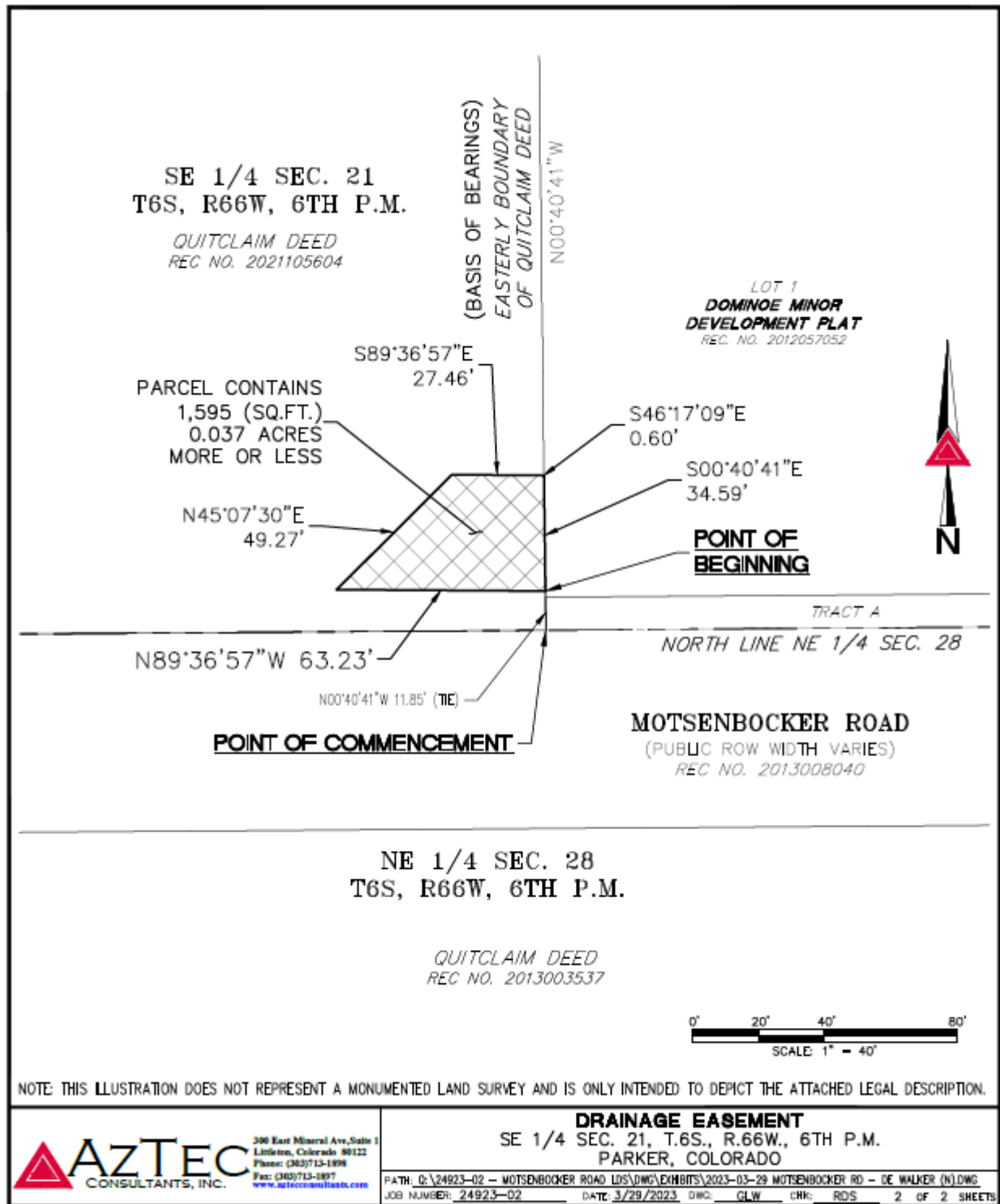


EXHIBIT C

Slope Easement Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2012056619 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 50°15'38" EAST, A DISTANCE OF 2,382.42 FEET TO THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01°05'23" EAST, A DISTANCE OF 69.85 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 46°01'20" WEST, A DISTANCE OF 15.51 FEET;

THENCE NORTH 16°19'58" WEST, A DISTANCE OF 48.80 FEET;

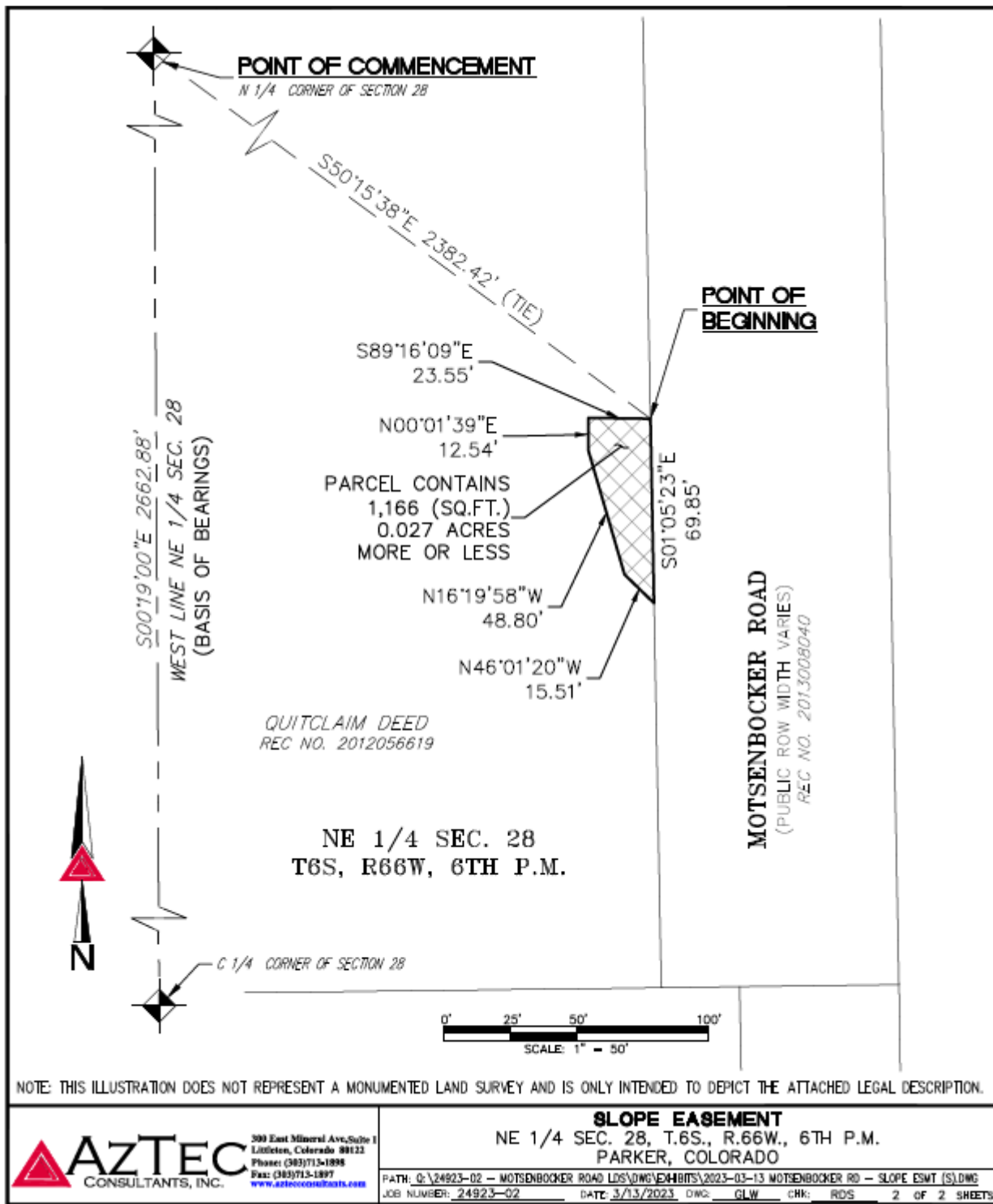
THENCE NORTH 00°01'39" EAST, A DISTANCE OF 12.54 FEET

THENCE SOUTH 89°16'09" EAST, A DISTANCE OF 23.55 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.027 ACRES, (1,166 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING A PART OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2012057052 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 00°40'41" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 89°35'15" EAST, A DISTANCE OF 37.41 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 46°17'09" WEST, A DISTANCE OF 7.77 FEET;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 62.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 642.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°03'46", AN ARC LENGTH OF 67.98 FEET TO SAID SOUTHERLY BOUNDARY;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°35'15" WEST, A DISTANCE OF 125.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.011 ACRES, (493 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

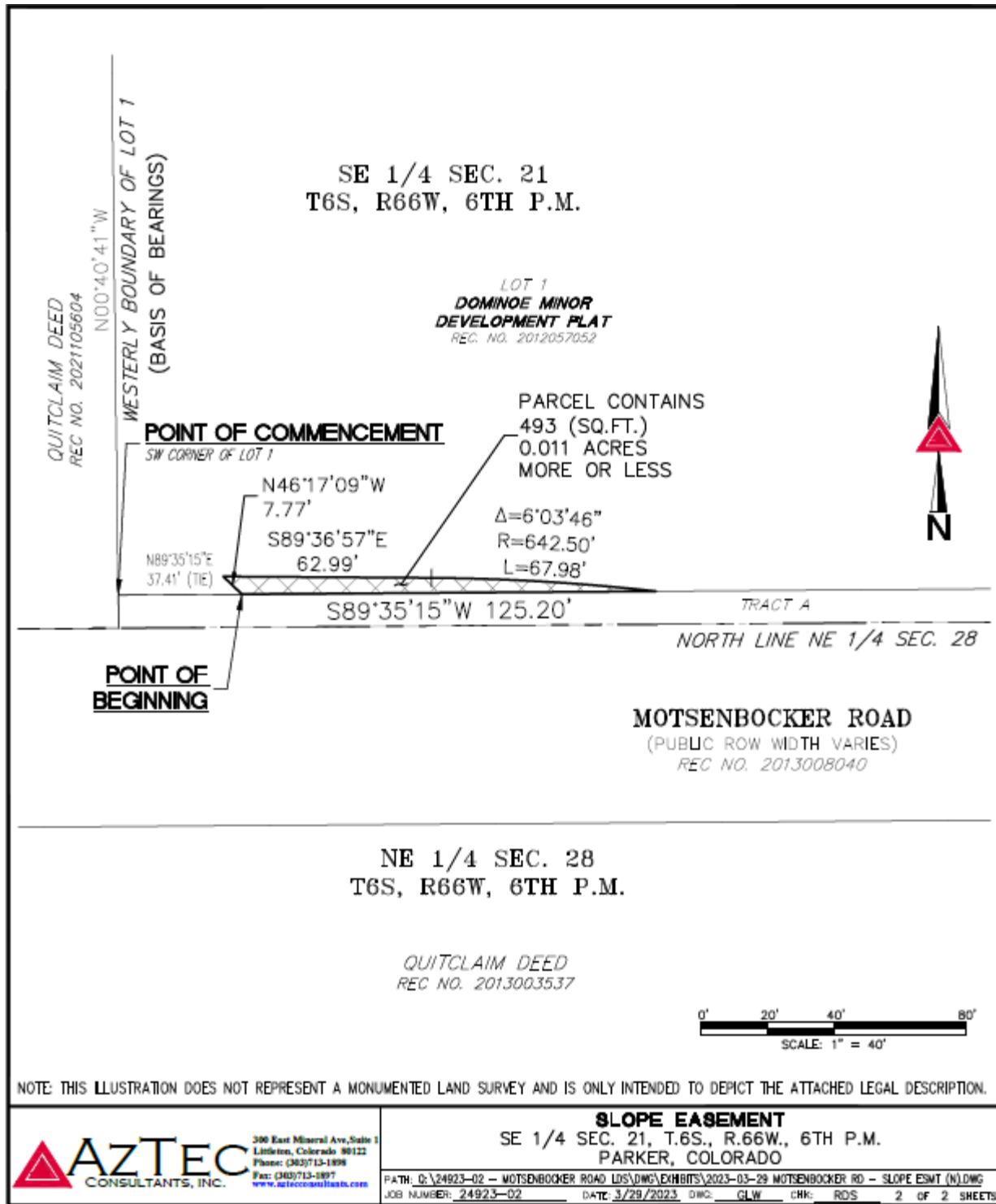


EXHIBIT D

Temporary Construction Easement Acquisitions

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2012056619 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 50°41'50" EAST, A DISTANCE OF 2,366.90 FEET TO THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01°05'23" EAST, A DISTANCE OF 106.73 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 42°27'44" WEST, A DISTANCE OF 23.40 FEET;

THENCE NORTH 20°34'47" WEST, A DISTANCE OF 42.23 FEET;

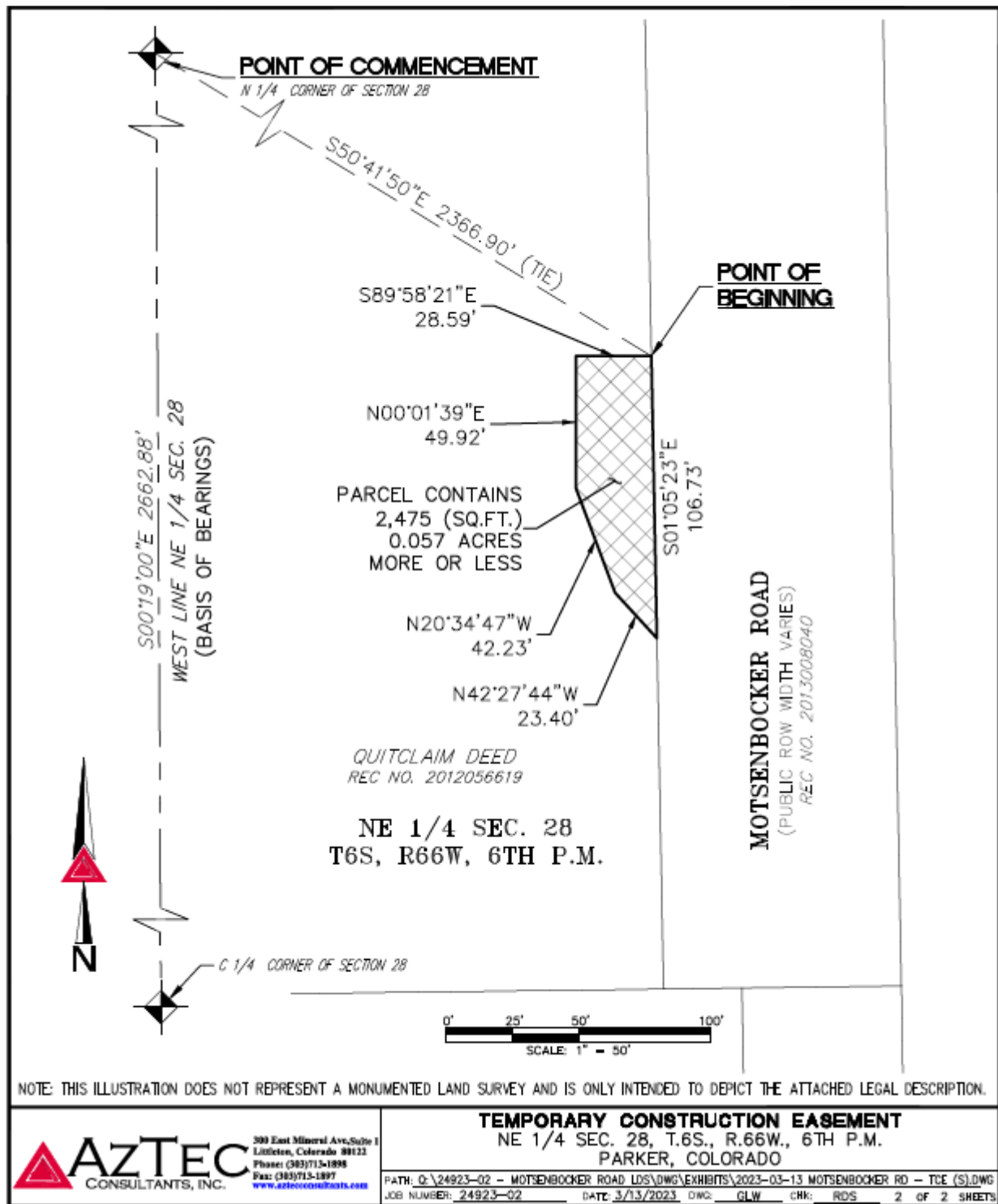
THENCE NORTH 00°01'39" EAST, A DISTANCE OF 49.92 FEET;

THENCE SOUTH 89°58'21" EAST, A DISTANCE OF 28.59 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 0.057 ACRES, (2,475 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013003537 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 69°11'57" EAST, A DISTANCE OF 1,441.73 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 63°52'02" EAST, A DISTANCE OF 166.42 FEET;

THENCE NORTH 00°46'15" EAST, A DISTANCE OF 264.66 FEET;

THENCE SOUTH 64°35'41" EAST, A DISTANCE OF 1.69 FEET;

THENCE SOUTH 49°11'13" EAST, A DISTANCE OF 102.99 FEET;

THENCE SOUTH 38°54'03" EAST, A DISTANCE OF 71.80 FEET;

THENCE SOUTH 32°27'53" EAST, A DISTANCE OF 92.56 FEET;

THENCE SOUTH 07°47'59" EAST, A DISTANCE OF 49.67 FEET;

THENCE SOUTH 01°16'34" WEST, A DISTANCE OF 92.46 FEET;

THENCE SOUTH 05°35'12" EAST, A DISTANCE OF 42.55 FEET;

THENCE SOUTH 85°08'26" WEST, A DISTANCE OF 77.58 FEET;

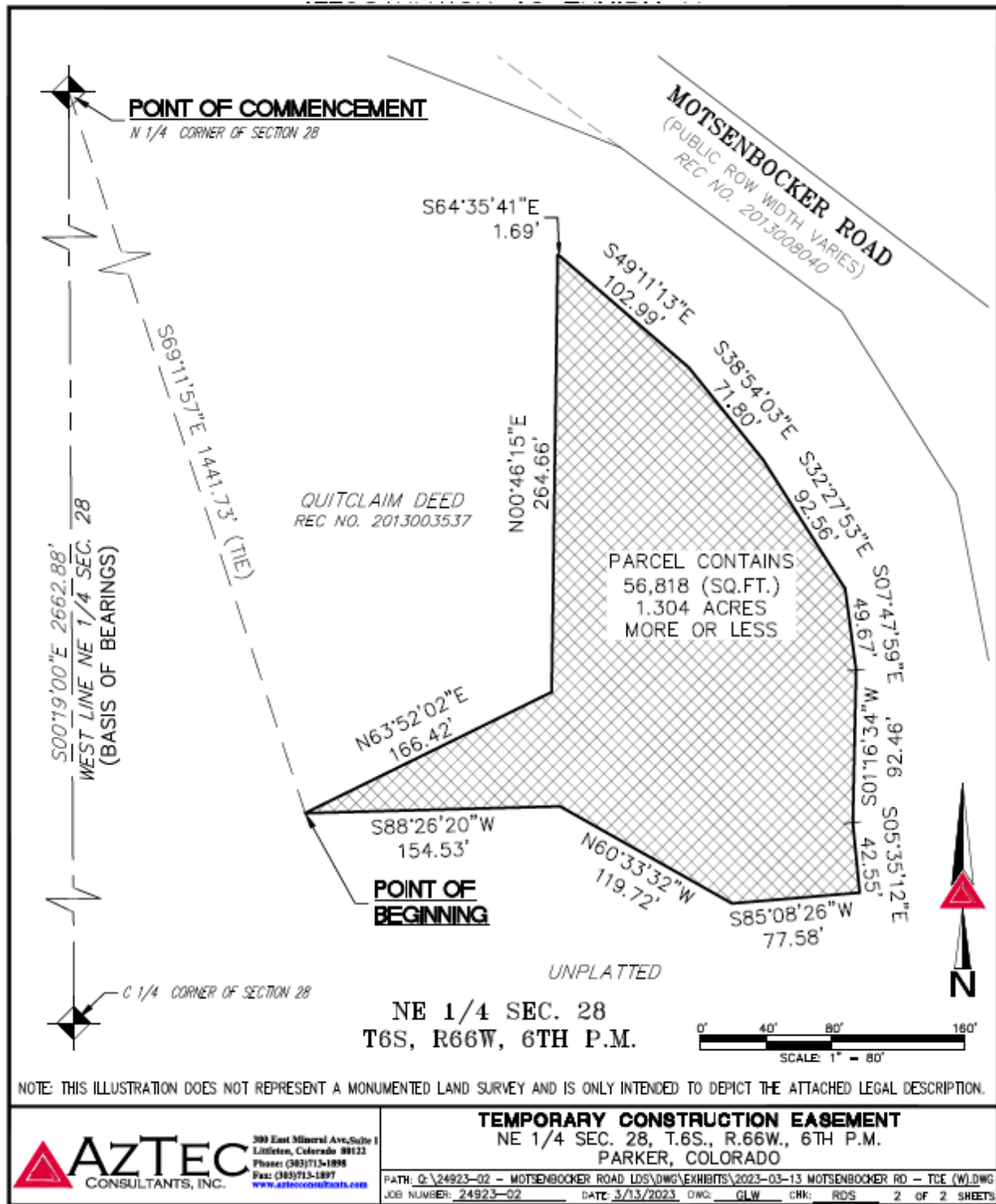
THENCE NORTH 60°33'32" WEST, A DISTANCE OF 119.72 FEET;

THENCE SOUTH 88°26'20" WEST, A DISTANCE OF 154.53 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.304 ACRES, (56,818 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING THAT CERTAIN PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015091493 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 77°58'59" EAST, A DISTANCE OF 1,860.95 FEET TO EASTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 88°20'31" EAST, A DISTANCE OF 34.80 FEET;

THENCE SOUTH 10°35'22" EAST, A DISTANCE OF 54.45 FEET TO THE NORTH BOUNDARY OF TRACT A, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001 IN SAID OFFICIAL RECORDS;

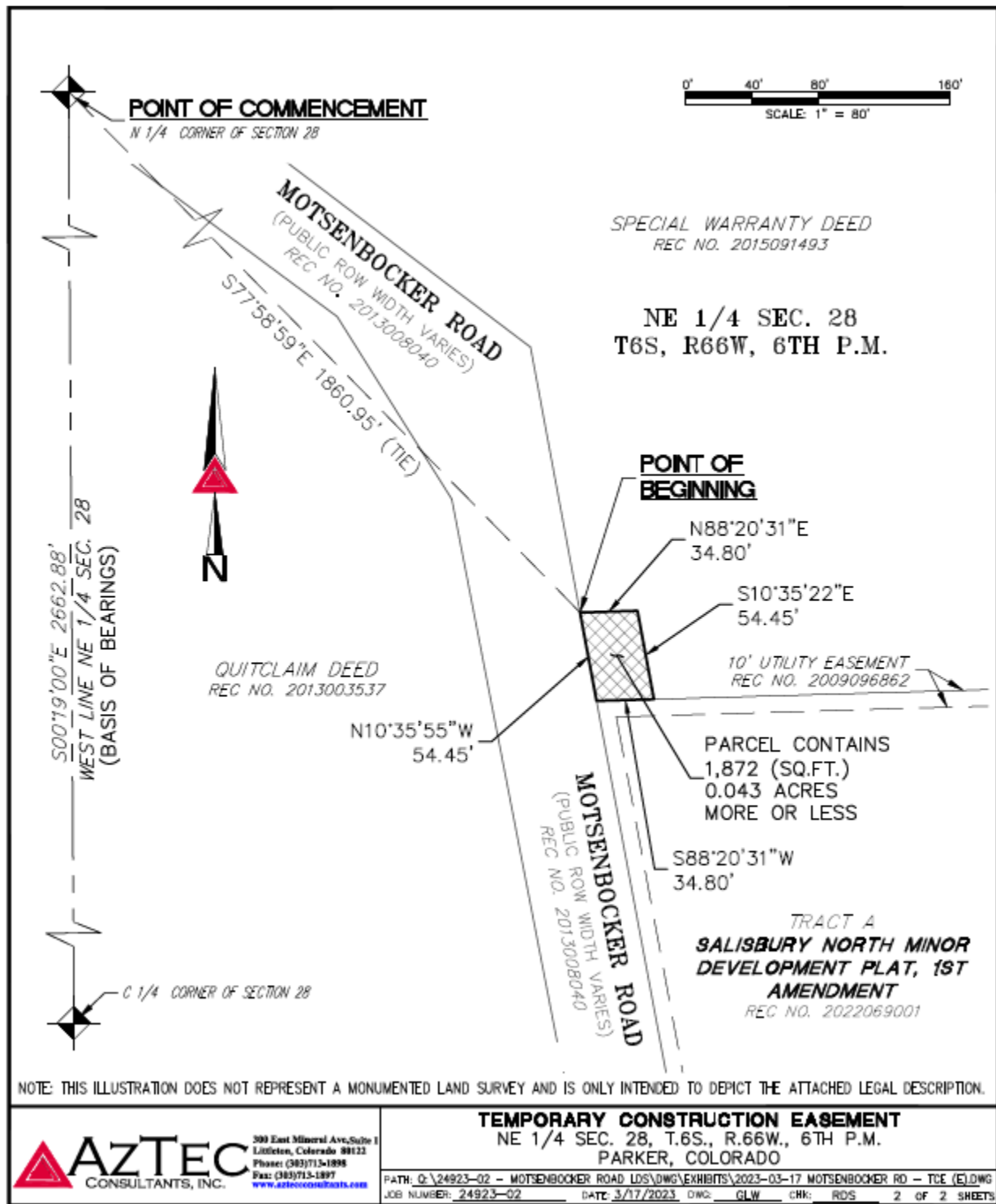
THENCE ALONG SAID NORTH BOUNDARY, SOUTH 88°20'31" WEST, A DISTANCE OF 34.80 FEET TO SAID EASTERLY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 10°35'55" WEST, A DISTANCE OF 54.45 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.043 ACRES, (1,872 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



A PARCEL OF LAND BEING A PART OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2012057052 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE EAST BOUNDARY OF SAID LOT 1 BEARS NORTH 00°40'28" WEST, A DISTANCE OF 1,103.35 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1, SOUTH 89°35'15" WEST, A DISTANCE OF 72.55 FEET;

THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°13'43" EAST, A DISTANCE OF 23.78 FEET;

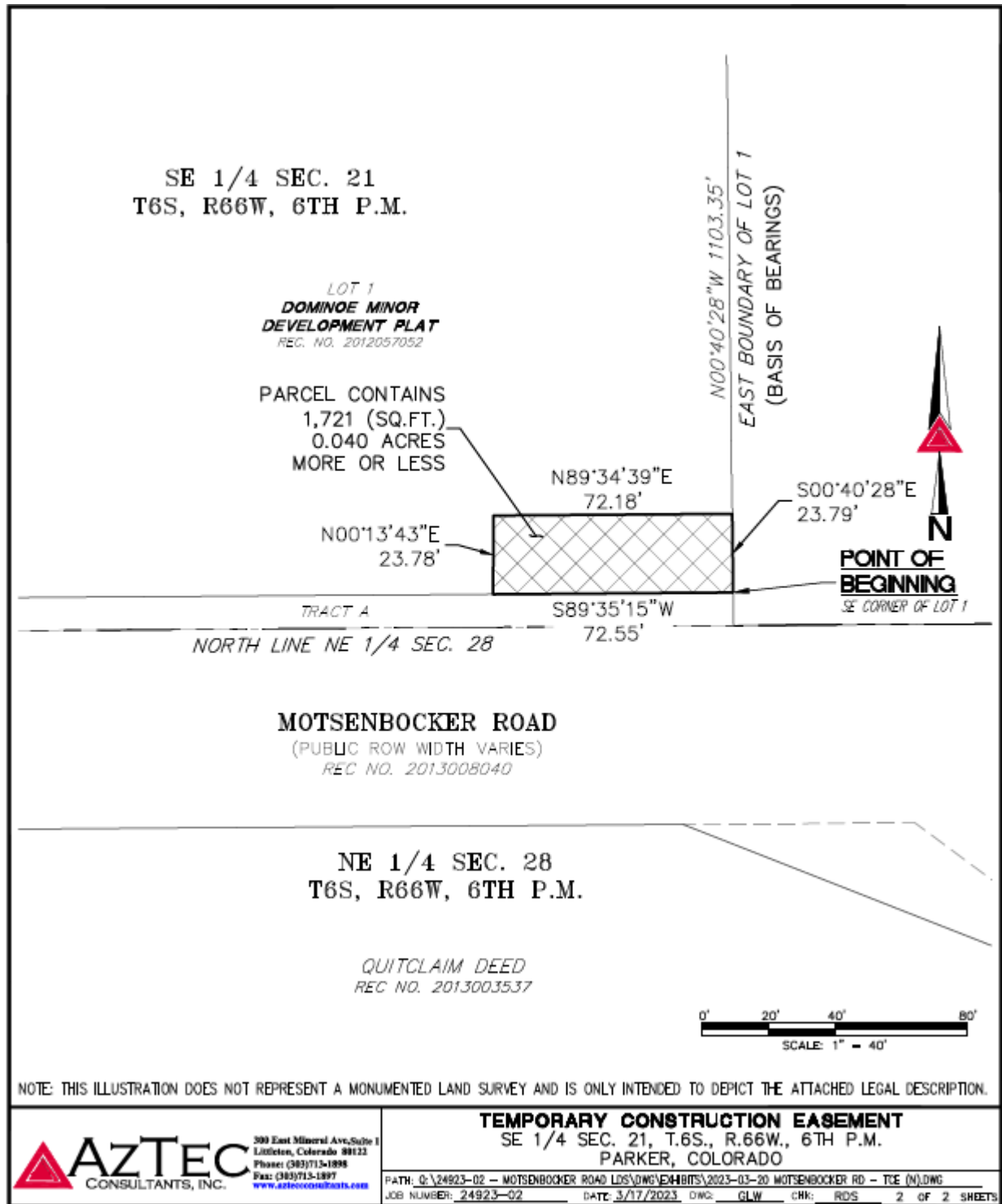
THENCE NORTH 89°34'39" EAST, A DISTANCE OF 72.18 FEET TO THE EAST BOUNDARY OF SAID LOT 1;

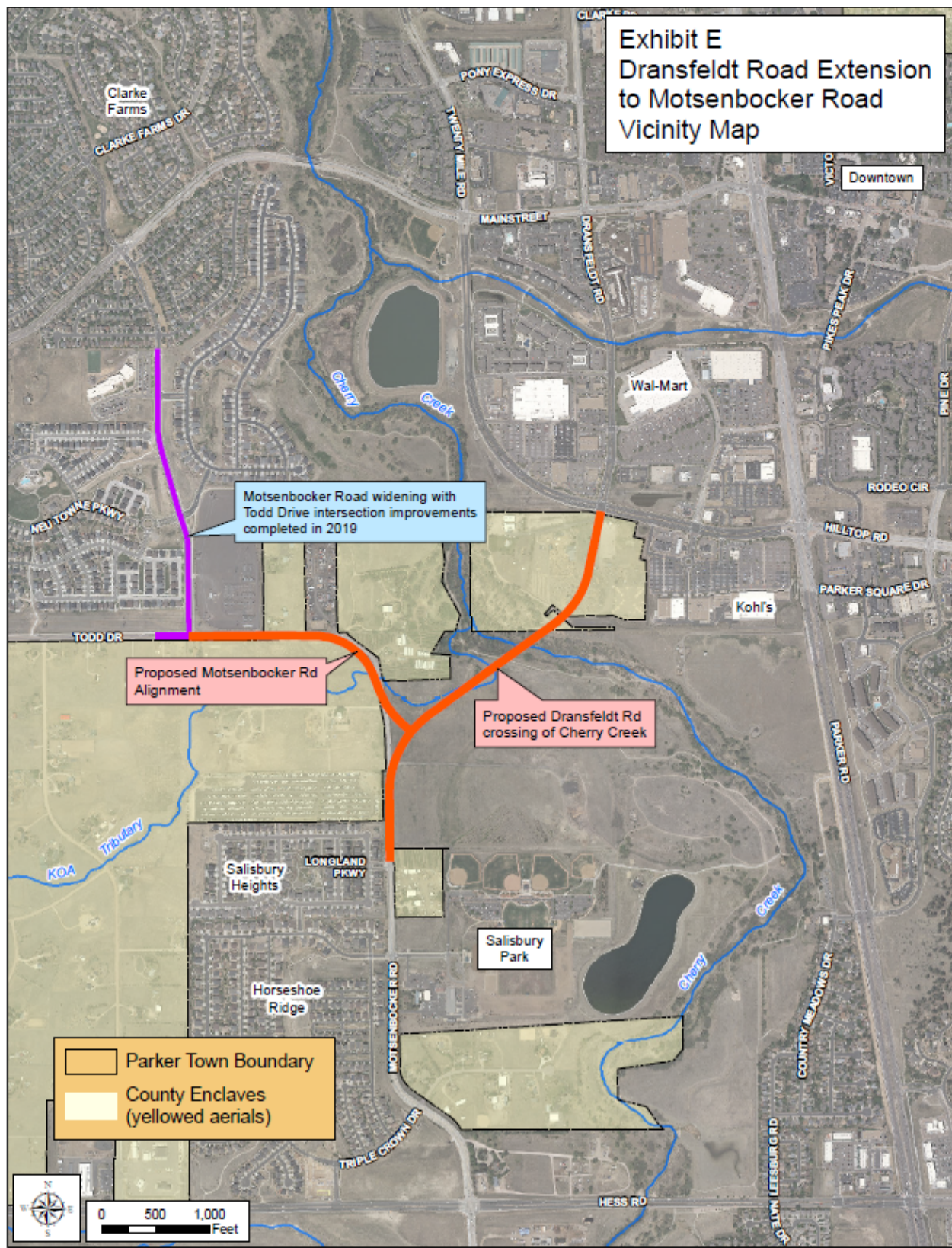
THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°40'28" EAST, A DISTANCE OF 23.79 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.040 ACRES, (1,721 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122







Request for Town Council Action

Date: May 15, 2023

Submitted By: Amber Wood Hicken, Planner I
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.580 - First Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to LCP MFII WREN, LLC
Department: Community Development, Amber Wood-Hicken
Second Reading: June 5, 2023

EXECUTIVE SUMMARY

In 2019-2020, the Town constructed Kings Point Way to connect Cottonwood Drive in the Crown Point Planned Development (PD) to the future Aurora Parkway in the City of Aurora. The Town is proposing to vacate excess right-of-way (ROW) left over from the Kings Point Way project and convey the 0.819 acre parcel to the adjacent property owner LCP MFII WREN, L.L.C.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the property owner of the Vantage Point PD dedicated a 40-foot wide parcel of ROW to the Town for the planned Kings Point Way roadway north of Cottonwood Drive. This 1.372 acre parcel is roughly one-third (1/3) of a mile in length (north-south). At the time of the dedication, no design for the planned roadway had been done.

In 2017, the Town commenced the design of the Kings Point Way roadway north of Cottonwood Drive. The ROW that was previously dedicated in 2016 has an existing petroleum pipeline (owned by Magellan Midstream Partners) located in an easement that runs parallel with the planned roadway. The language of that easement does not allow a roadway to run parallel over it but does permit a roadway to cross it. Due to this easement constraint, the roadway was shifted east during the design process so that it would not be constructed over the pipeline except at the intersection of Cottonwood Drive and Kings Point Way where it would cross the pipeline. The roadway design adjustment was approved by Magellan, and the Town acquired ROW on the east side of the planned roadway in 2018-2019. The construction of the roadway was completed in 2020.

Due to the above, excess ROW now exists on the west side of Kings Point Way. The Town may vacate a portion of the 1.37 acre ROW parcel that is no longer required. Staff proposes an

Exemption Plat to subdivide the 1.37 acre ROW parcel into three (3) tracts. The Town will retain the southern most tract for the required ROW for the constructed road. The middle and northern tracts will be vacated and conveyed back to the adjacent property owner(s) who provided the land dedication for roadway construction originally. Tract A of the Exemption Plat will subdivide approximately 35,690 square feet or 0.819 acres of the excess ROW. This Tract is proposed to be vacated and conveyed back to LCP MFII WREN, L.L.C. which is the property owner of the multi-family residential development that is currently under construction to the west.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.580

RECOMMENDED MOTION

I move to approve Ordinance No. 1.580 on first reading and to schedule second reading for June 5, 2023, as part of the consent agenda.

Vacation of ROW

Portion of Kings Point Way



ORDINANCE NO. 1.580, Series of 2023

TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ADJACENT TO KINGS POINT WAY TO LCP MFII WREN, LLC

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of right-of-way adjacent to Kings Point Way that is described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to LCP MFII WREN, LLC.

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 A

Legal Description

Tract A, Kings Point Way - West Right-of-Way Subdivision Exemption Plat, dated _____, 2023, and recorded in the Douglas County Clerk and Recorder's Office on _____, 2023, at Reception No. 2023_____.



Request for Town Council Action

Date: May 15, 2023

Submitted By: Amber Wood Hicken, Planner I
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.581 - First Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Kings Point Way to KPS Retail, LLC
Department: Community Development, Amber Wood-Hicken
Second Reading: June 5, 2023

EXECUTIVE SUMMARY

In 2019-2020, the Town constructed Kings Point Way to connect Cottonwood Drive in the Crown Point Planned Development (PD) to the future Aurora Parkway in the City of Aurora. The Town is proposing to vacate excess right-of-way (ROW) left over from the Kings Point Way project and convey the 0.232 acre parcel to the adjacent property owner KPS Retail L.L.C.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the property owner of the Vantage Point PD dedicated a 40-foot wide parcel of ROW to the Town for the planned Kings Point Way roadway north of Cottonwood Drive. This 1.372 acre parcel is roughly one-third (1/3) of a mile in length (north-south). At the time of the dedication, no design for the planned roadway had been done.

In 2017, the Town commenced the design of the Kings Point Way roadway north of Cottonwood Drive. The ROW that was previously dedicated in 2016 has an existing petroleum pipeline (owned by Magellan Midstream Partners) located in an easement that runs parallel with the planned roadway. The language of that easement does not allow a roadway to run parallel over it but does permit a roadway to cross it. Due to this easement constraint, the roadway was shifted east during the design process so that it would not be constructed over the pipeline except at the intersection of Cottonwood Drive and Kings Point Way where it would cross the pipeline. The roadway design adjustment was approved by Magellan, and the Town acquired ROW on the east side of the planned roadway in 2018-2019. The construction of the roadway was completed in 2020.

Due to the above, excess ROW now exists on the west side of Kings Point Way. The Town may vacate a portion of the 1.37 acre ROW parcel that is no longer required. Staff proposes an Exemption Plat to subdivide the 1.37 acre ROW parcel into three (3) tracts. The Town will

retain the southern most tract for the required ROW for the constructed road. The middle and northern tracts will be vacated and conveyed back to the adjacent property owner(s) who provided the land dedication for roadway construction originally. Tract B of the Exemption Plat will subdivide approximately 10,089 square feet or 0.23 acres of the excess ROW. This Tract is proposed to be vacated and conveyed back to KPS Retail, L.L.C., which is the property owner of the adjacent land to the west.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.581

RECOMMENDED MOTION

I move to approve Ordinance No. 1.581 on first reading and to schedule second reading for June 5, 2023, as part of the consent agenda.

Vacation of ROW

Portion of Kings Point Way



ORDINANCE NO. 1.581, Series of 2023

TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ADJACENT TO KINGS POINT WAY TO KPS RETAIL, LLC

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of right-of-way adjacent to Kings Point Way that is described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to KPS Retail, LLC.

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 A

Legal Description

Tract B, Kings Point Way - West Right-of-Way Subdivision Exemption Plat, dated _____, 2023, and recorded in the Douglas County Clerk and Recorder's Office on _____, 2023, at Reception No. 2023_____.



Request for Town Council Action

Date: May 15, 2023
Submitted By: Amber Moreno, Human Resources Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-044**
A Resolution to Approve the Third Amendment to Amended and Restated Employment Agreement for the Town Manager
Department: Town Council

EXECUTIVE SUMMARY

The purpose of this resolution is to adjust the Town Manager's compensation, as provided by the attached amendment to the Town Manager's employment agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town staff engaged a consultant to conduct a comprehensive market study for all full-time positions. The attached resolution provides for an adjustment to the Town Manager's salary, accordingly.

FINANCIAL IMPACT

The market study and associated wage adjustments were included in the 2023 budget process.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Resolution No. 23-044

RECOMMENDED MOTION

I move to approve Resolution No. 23-044, as part of the consent agenda.

RESOLUTION NO. 23-044, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE THIRD AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR 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 Third Amendment to Amended and Restated Employment Agreement for the Town Manager, which is attached hereto as **Exhibit A** and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

THIRD AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Third Amendment") is made and entered into this 15th day of May, 2023, by and between the Town Council of the Town of Parker, State of Colorado, a home rule municipal corporation, (the "Town"), and Michelle Kivela (the "Town Manager"), both of whom understand as follows:

RECITALS:

A. The Town and the Town Manager are parties to an Amended and Restated Employment Agreement entered into on August 3, 2020 (the "Employment Agreement").

B. The Town and the Town Manager are parties to a First Amendment to Amended and Restated Employment Agreement entered into on October 4, 2021 (the "First Amendment").

C. The Town and the Town Manager are parties to a Second Amendment to Amended and Restated Employment Agreement entered into on November 21, 2022 (the "Second Amendment").

D. The Town Council desires to increase the Town Manager's annual base salary for a market adjustment, effective February 18, 2023, subject to the terms and conditions of this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 3 of the Employment Agreement is amended to provide as follows:

3. Salary. Effective February 18, 2023, the annual base salary to be paid to the Town Manager shall be Two Hundred Seventy-Six Thousand Six Hundred Ninety-Two Dollars and Sixty-Three Cents (\$276,692.63), which shall be paid periodically in the same manner as other employees of the Town are paid.

2. The Employment Agreement, First Amendment, and Second Amendment are hereby amended to the extent provided in this Third Amendment.

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

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

TOWN COUNCIL OF THE TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Michelle Kivela
Town Manager



Request for Town Council Action

Date: May 15, 2023
Submitted By: Amber Moreno, Human Resources Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-045**
A Resolution to Approve the First Amendment to Employment Agreement for the Town Attorney
Department: Town Council

EXECUTIVE SUMMARY

The purpose of this resolution is to adjust the Town Attorney's compensation, as provided by the attached amendment to the Town Attorney's employment agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council participated in the performance evaluation for the Town Attorney. Additionally, Town staff engaged a consultant to conduct a comprehensive market study for all full-time positions. The attached resolution provides for an adjustment to the Town Attorney's salary reflective of a merit increase and a market adjustment.

FINANCIAL IMPACT

The merit increase, market study, and associated wage adjustments were included in the 2023 budget.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Resolution No. 23-045

RECOMMENDED MOTION

I move to approve Resolution No. 23-045, as part of the consent agenda.

RESOLUTION NO. 23-045, Series of 2023

**TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT FOR THE TOWN ATTORNEY**

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 First
Amendment to Employment Agreement for the Town Attorney, which is attached hereto as
Exhibit A and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into this 15th day of May, 2023, by and between the Town Council of the Town of Parker, a Colorado home rule municipality (the "Town"), and Kristin S. Hoffmann (the "Town Attorney"), both of whom understand as follows:

RECITALS:

A. The Town and Town Attorney entered into the Employment Agreement on April 2, 2022, concerning the terms and conditions of the Town Attorney's employment with the Town (the "Employment Agreement");

B. The Town desires to increase the Town Attorney's annual base salary to \$224,752.06 for a market adjustment effective February 18, 2023; and

C. The Town desires to increase the Town Attorney's annual base salary to \$238,327.08 for a merit adjustment effective April 2, 2023, subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree the first paragraph of Section 3 of the Employment Agreement is amended to provide as follows:

3. Salary. Effective February 18, 2023, the annual base salary paid to the Town Attorney shall be \$224,752.06, which shall be paid periodically in the same manner as other employees of the Town are paid, and effective April 2, 2023, the annual base salary to be paid to the Town Attorney shall be \$238,327.08, which shall be paid periodically in the same manner as other employees of the Town are paid.

The Employment Agreement is hereby amended to the extent provided in this First Amendment.

IN WITNESS WHEREOF, the parties have signed this First Amendment as of the date set forth above.

**TOWN COUNCIL OF THE TOWN OF
PARKER, COLORADO**

Jeff Toborg, Mayor

Date

ATTEST:

Chris Vanderpool, Town Clerk

Kristin S. Hoffmann
Town Attorney

Date



Request for Town Council Action

Date: May 15, 2023
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-047**
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Herzog House, LLC, for a Portion of Lot 1, Tallman Place Subdivision Filing No. 1
Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

The purpose of this resolution is to accept the conveyance of a permanent sidewalk and pedestrian lighting easement for proposed public improvements located on a portion of Lot 1, Tallman Place Subdivision otherwise known as the Herzog House LLC Property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The sidewalks on Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet need enhancements to improve comfort and accessibility for pedestrians. During 2021, staff engaged Felsburg Holt & Ullevig to develop a conceptual design for the project which was presented to and supported by Town Council in October 2021. The project is currently scheduled to begin construction in May 2023 and completion is scheduled for December 2023. Staff is working to finalize easement acquisitions necessary to construct the project.

To accommodate the proposed public improvements, acquisition of permanent and/or temporary easements is required from fifteen (15) property owners along the project limits. As of this date, there are a total of fourteen (14) temporary and twelve (12) permanent easements required. Four (4) of the twelve (12) permanent easements required have been dedicated by a plat and seven (7) permanent easements have been dedicated by separate agreements and accepted by Town Council by a resolution. The permanent easement associated with this resolution is the final remaining required easement necessary to accommodate new public sidewalks and pedestrian lighting and to ensure the long-term operation and maintenance of this infrastructure.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project and funding has been appropriated in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Vicinity Map Herzog House LLC
2. Resolution No. 23-047

RECOMMENDED MOTION

I move to approve Resolution No. 23-047, as part of the consent agenda.

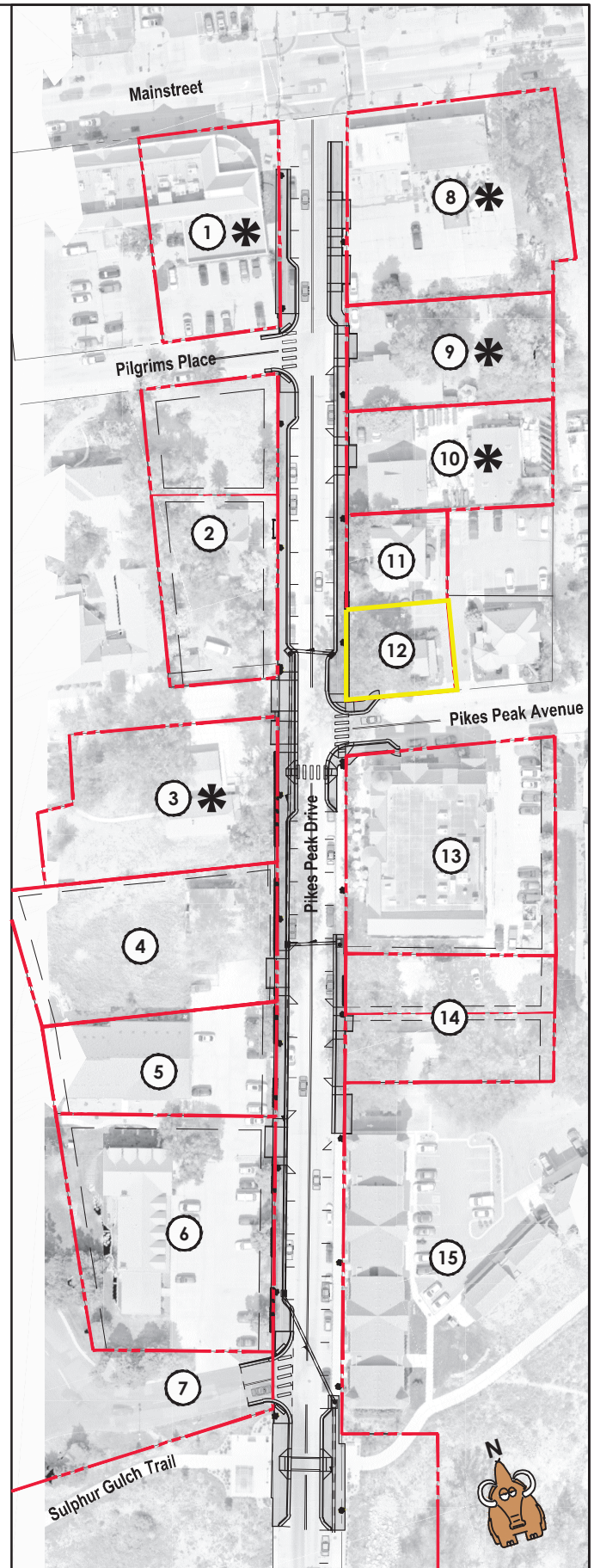
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- ① Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- ② Lambertson Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- ③ Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- ④ Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- ⑤ Koffman Properties LLC
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- ⑥ Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- ⑦ Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- ⑧ Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- ⑨ Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- ⑩ Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- ⑪ Twin Creeks LLC
10964 Pikes Peak Drive
Parker, CO 80138
- ⑫ Herzog House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- ⑬ Jeff & Staci Rubie Revocable Trust
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- ⑭ Crowfoot Valley LLC
PO Box 6
Parker, CO 80134
- ⑮ Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

✱ PROPERTIES ARE UNPLATTED



RESOLUTION NO. 23-047, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT FROM HERZOG HOUSE, LLC, FOR A PORTION OF LOT 1, TALLMAN PLACE SUBDIVISION FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk and pedestrian lighting from Herzog House, LLC, for a Portion of Lot 1, Tallman Place Subdivision Filing No. 1;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk and pedestrian lighting from Herzog House, LLC, for a Portion of Lot 1, Tallman Place Subdivision Filing No. 1, as provided in the Public Sidewalk and Pedestrian Lighting Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT (the "Easement Agreement") is made this 27 day of April, ~~2023~~, 2022, between HERZOG HOUSE, LLC, a Colorado limited liability company, whose legal address is 9658 Summit Ridge Ct., Parker, Colorado 80138 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

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

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

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

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

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

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

Executed and delivered the day and year first above written.

GRANTOR: HERZOG HOUSE, LLC, a
Colorado limited liability company

Elli Lobach
Elli Lobach, Manager [name, title]

STATE OF Colorado)
) ss.
COUNTY OF Denver)

²⁰²³ The foregoing instrument was acknowledged before me this 27 day of April,
2022, by Elli Lobach, as Manager of Herzog House, LLC, a Colorado
limited liability company.

My commission expires: 4/28/2025

(SEAL)

[Signature]
Notary Public



GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION
EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 78°23'18" EAST, A DISTANCE OF 80.07 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°05'25" EAST, A DISTANCE OF 66.01 FEET;
2. SOUTH 78°28'16" EAST, A DISTANCE OF 2.51 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°05'25" WEST, A DISTANCE OF 66.01 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

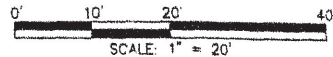
THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 78°23'18" WEST, A DISTANCE OF 2.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (165 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38868
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

P.O.B. = POINT OF BEGINNING



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

PATH Q-12321-03.DWG\EXHIBITS\
 DWG NAME _____
 DWG BAM CHK JRW
 DATE 2022-03-01
 SCALE 1" = 20'



LOT 1, TALLMAN PLACE SUB F1 - PE

300 East Main Street
Suite 1
Littleton, Colorado 80120
Phone: (303) 744-1898
Fax: (303) 744-1897
www.aerconconsultants.com

SIDEWALK EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-C3

2 OF 2 SWEETS



Request for Town Council Action

Date: May 15, 2023
Submitted By: Ron Combs, Deputy Chief of Police
Reviewed By: Michelle Kivela, Town Manager
Title: CentralSquare PD CAD/RMS Contract Renewal
Amount: \$210,523.90
Contractor: CentralSquare (Tritech Software Systems)
Department: Police Department, Ron Combs

EXECUTIVE SUMMARY

This item renews the contract for the computer-aided dispatch and records management software used by the Police Department.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This is for the annual renewal of the Police Department's computer-aided dispatch and record management programs. This software is critical to the functioning of the Police Department and aids in its mission of public safety.

FINANCIAL IMPACT

The financial impact is \$210,523.90 for the budget year 2023. The Douglas County Emergency Telephone Service Authority has reimbursed \$121,456.58 for this invoice to cover Computer Aided Dispatch costs. The net expense incurred by the Town, after reimbursement, is: \$89,067.32

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 15, 2023

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **High Plains Trail-Segment 2 Final Design Contract Amendment**

Amount: **\$118,172 in addition to the original contract amount of \$75,172 for a revised total of \$193,344.**

Contractor: **Stanley Consultants, Inc.**

Department: **Parks, Recreation and Open Space, Brett Collins**

EXECUTIVE SUMMARY

The professional services agreement for the High Plains Trail-Segment 2 Final Design with Stanley Consultants, Inc. will be amended to complete the final design and construction drawings for trail segments three and four.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The High Plains Trail project is a regional partnership between the Town of Parker, Douglas County, Arapahoe County, and the City of Aurora (The Partners Group) to design, construct and maintain a one-mile trail gap. The trail will connect the Cherry Creek Trail to the High Plains Regional Trail at the Douglas/Arapahoe county line near Highway E-470 and E. Cottonwood Drive.

The Partners Group was formed to raise funding, plan, design, engineer, and construct the High Plains Trail project. Project funding was committed by the Partners Group, Denver Regional Council of Governments, Great Outdoors Colorado, E-470 Authority, and the City of Centennial.

The project is divided into four segments. See attached trail segments map. Segments one, two and four were anticipated to be designed and constructed by the Partners Group. Segment three was anticipated to be designed and constructed by the developer. Segment one is the bridge project over Parker Road which is anticipated to be completed this summer. In order to make the trail connection from the east side of the bridge to the terminus of the High Plains Trail, the final design is needed for segments two, three, and four that run across the Prairie Point Development. The Partners Group hired Stanley Consultants in December of 2022 for the final design of segment two. The segment four design has been on hold due to the Prairie Point South development being delayed. The Prairie Point developer, Oakwood Homes, is supposed to design and construct segment three of the trail. Due to the current economy, Oakwood Homes

can't commit to a timeline on when the segment three trail will be built. The Partners Group has discussed this and decided to proceed with the design and construction of the segment three trail to ensure a trail connection to the newly installed bridge rather than having a bridge with no connection for an unknown amount of time. A temporary section of asphalt trail will be built for segment three, which will most likely be taken out when the Prairie Point development occurs. Oakwood Homes will be responsible for reinstalling the segment three trail in concrete to its permanent location along the new Aurora Parkway.

To expedite submittals, segments three and four will all be designed and packaged with segment two and submitted to the City of Aurora for approval. In order to do this, an amendment to the segment two final design contract with Stanley Consultants is recommended.

FINANCIAL IMPACT

Segment three and four final designs are included in the amendment to Stanley Consultants' segment two final trail design contract. The segment two agreement is for \$75,172. The segment three and four final trail design proposal is \$118,172. The total final design for segments two, three and four is \$193,344. Funding is appropriated in the 2023 Parks, Trails and Open Space fund for the project.

STRATEGIC GOAL(S)



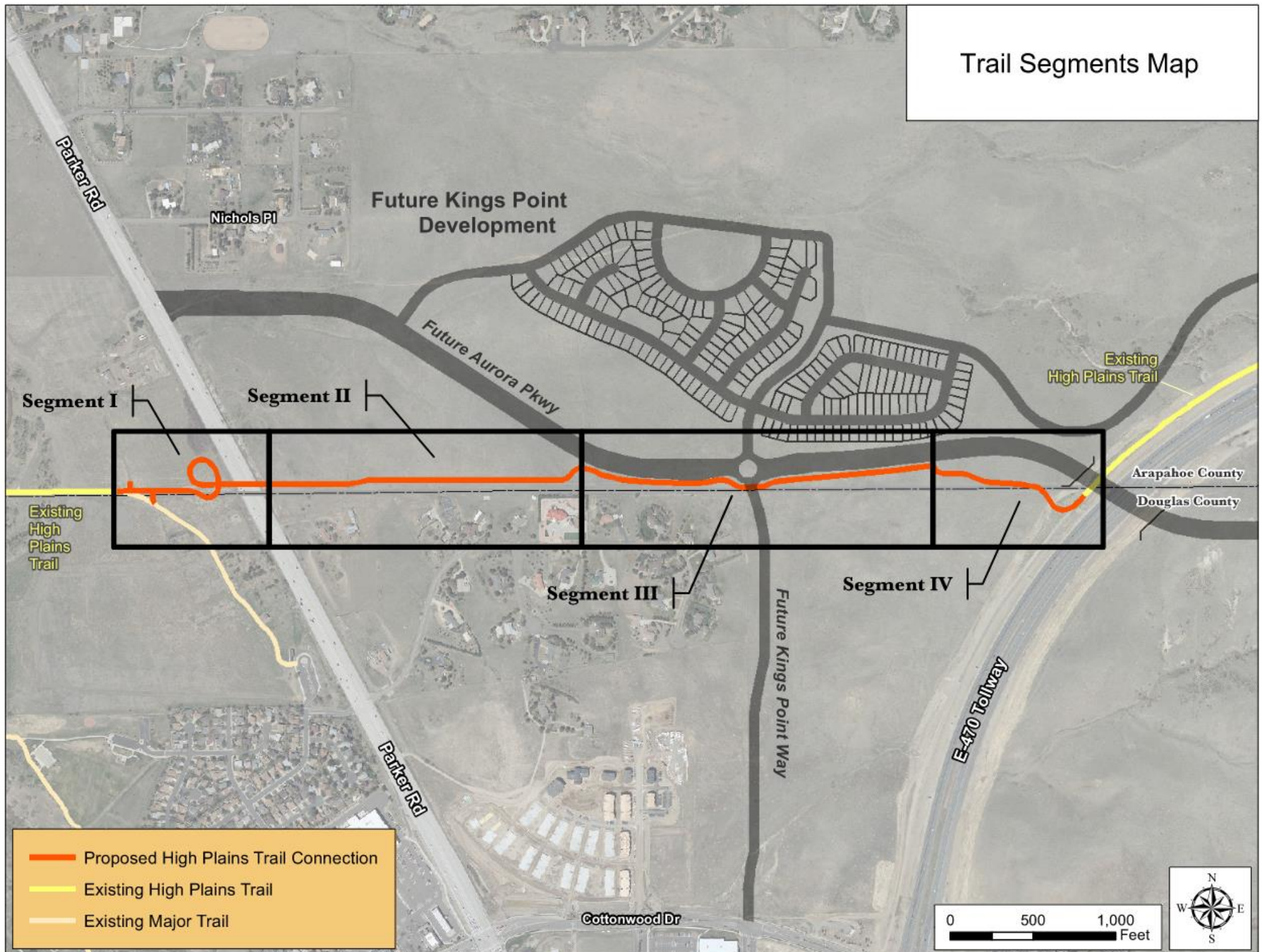
ATTACHMENTS

1. High Plains Trail Segments Map

RECOMMENDED MOTION

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

Trail Segments Map





Request for Town Council Action

Date: May 15, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **2023 Townwide Pavement Markings Long Line Project (CIP 23-010)**

Amount: **\$183,035**

Contractor: **RoadSafe Traffic Systems, Inc.**

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

EXECUTIVE SUMMARY

The Town of Parker negotiated a contract amount of \$183,035 with RoadSafe Traffic Systems, Inc., (RoadSafe) for the 2023 Townwide Pavement Markings - Long Line Project (CIP23-010). The 2021 contract, which was publicly advertised, competitively bid and awarded to RoadSafe, included the option for two (2) contract renewals which the Town could exercise and did utilize in 2022. The Town of Parker needs to maintain and enhance our roadway pavement markings through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates the pavement striping lines on those streets that show the most wear. The Town's long-line pavement marking inventory includes, but is not limited to, double yellow center lines, white channelization lines, white-lane lines, and white-edge lines. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental degradation (sun and weather). The Town specifies epoxy-based paint for long-line markings due to its superior durability over standard alkyd paint. Epoxy paint application requires specialty equipment the Town does not possess due to the high capital expense, and, therefore, the Town utilizes qualified contractors for this work.

Town staff negotiated the 2023 contract with RoadSafe. The 2021 contract, which was publicly advertised, competitively bid and awarded to RoadSafe (they were the lowest responsible bidder), included the option for two (2) contract renewals which the Town could exercise. In 2022, the Town did exercise this option for renewal. With the award of this contract, this would be the second renewal option. Town staff elected to negotiate the 2023 contract based on RoadSafe successfully completing the 2021 contract and 2022 contract. Pricing provided for the contract by RoadSafe is fair with a price increase in epoxy paint mainly due to supplier cost increases.

The extent of the 2023 work is approximately 1,850 gallons of modified epoxy pavement markings at various locations throughout the Town of Parker. The project will have two (2) mobilizations.

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2023 Budget under Traffic Services in the general fund (101-4312).

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 consent agenda.

PROCLAMATION

National Public Works Week 2023

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of Parker, and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from state and local governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Parker to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities, and

WHEREAS, the year of 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW, THEREFORE, I, Jeff Toborg, Mayor of the Town of Parker, do hereby designate May 21-27, 2023, as

National Public Works Week.

I urge all our people to join with representatives of the American Public Works association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protect our national health safety and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 15th day of May 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: May 15, 2023
Submitted By: Mary Colton, Parks and Recreation Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-039**
A Resolution to Readopt the Parks, Recreation and Open Space Master Plan, as a Part of the Parker 2035 Master Plan
Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

Staff proposes minor text updates to the Town of Parker Parks, Recreation & Open Space Master Plan 2018-2022 ('Plan') to remove the 2018-2022 date range on the cover. The Plan is a living document that is updated from time to time to reflect relevant regulatory and policy updates.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2018, the Town's Parks, Recreation and Open Space Department applied to the Commission for Accreditation of Park and Recreation Agencies (CAPRA). CAPRA accredits park and recreation agencies for excellence in operation and service. Charged with providing high-quality services and experiences, park and recreation agencies across the United States turn to CAPRA Accreditation as a credible and efficient means of achieving these goals while ensuring the public agency meets national best practice standards.

The Town of Parker Parks, Recreation and Open Space Department joined the ranks of elite park and recreation agencies nationwide by earning accreditation through the CAPRA and the National Recreation and Park Association (NRPA). This distinguished accomplishment was awarded during the 2018 NRPA Annual Conference in Indianapolis, Indiana.

The process for accreditation involves a formal application, self-assessments, a site visit by a team of trained visitors that results in a written report, and a hearing with the commission to grant accreditation. Once accredited, the agency must uphold the standards by submitting an annual report and reaccreditation is reviewed again in five years.

In 2023, the Parks, Recreation and Open Space Department is working on getting reaccredited. There are 154 standards required for national accreditation. To achieve reaccreditation, an agency must comply with all 36 Fundamental Standards and 112 out of 118 Non-Fundamental Standards.

One of the Fundamental Standards is having a current parks, recreation and open space master plan. The current Plan was adopted with a five-year date range of 2018-2022, although the Plan was intended to span 5 to 10 years. Due to the COVID-19 pandemic, many of the planned projects were delayed for two years as funding was put on hold pending the outcome of the financial impact on the Town. Upon evaluating the current Plan, staff has determined that the goals and strategic actions are still relevant and need to be completed before doing an update to the current master plan document, which is tentatively scheduled for 2026 in the 10-year Capital Improvement Plan.

To meet the Fundamental CAPRA Standard for having an updated master plan, staff recommends removing the 2018-2022 date range on the cover of the Plan to reflect the intent of the Plan and to adjust for the pandemic impacts. A resolution is attached for consideration of approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 23-039

RECOMMENDED MOTION

I move to approve Resolution No. 23-039.

RESOLUTION NO. 23-039, Series of 2023

TITLE: A RESOLUTION TO READOPT THE PARKS, RECREATION AND OPEN SPACE MASTER PLAN, AS A PART OF THE PARKER 2035 MASTER PLAN

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Town of Parker Planning Commission (the "Planning Commission") to make and recommend adoption of a master plan for the physical development of the municipality;

WHEREAS, pursuant to C.R.S. § 31-23-206(b), the Planning Commission shall make recommendations as part of the adoption of the master plan for the development of the Town of Parker and outlying areas, including the general location of public places or facilities, including playgrounds, squares, parks, public grounds, open spaces, trails, and designated federal, state and local wildlife areas;

WHEREAS, pursuant to C.R.S. § 31-23-207, the master plan shall be made with the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provisions for traffic, the promotion of safety from fire, floodwaters and other dangers, adequate provisions for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the promotion of energy conservation and adequate provisions of public utilities and other public requirements;

WHEREAS, pursuant to C.R.S. § 31-23-208, the Planning Commission may recommend adoption of the master plan as a whole by a single resolution or may, by successive resolutions, recommend adoption of successive parts of the plan, and may recommend adoption of any amendments or extensions thereof or additional thereto;

WHEREAS, pursuant to Section 6.3 of the Town of Parker Home Rule Charter, the Planning Commission shall prepare and submit to the Town Council of the Town of Parker (the "Town Council") the update of the master plan, in whole or in part, for approval by Town Council;

WHEREAS, the Town Council determined it was appropriate to adopt the Parks, Recreation and Open Space Master Plan (the "Plan"), as a part of Parker 2035 Master Plan;

WHEREAS, the proposed Plan, when adopted, will amend and become part of the Parker 2035 Master Plan by reference;

WHEREAS, the mission of the Parker Parks, Recreation and Open Space Department (the "Department") is to provide quality parks and recreation facilities and services to meet the needs of our residents, stakeholders and user groups;

WHEREAS, in 2017, the Department, in cooperation with the Town's Community Development Department, along with the Town's consultant team of the Eppley Institute for Parks and Public Lands at Indiana University (the "Consultant"), has completed the final draft of the Plan;

WHEREAS, the preparation and implementation of the Plan presents an opportunity to integrate previous Town plans, analyses, community interests, and approaches into a single, focused vision for long-term sustainability and growth of the parks, trails, recreational facilities and programs under the Town's stewardship;

WHEREAS, the Plan will help achieve various Strategic Goals adopted by the Town Council, including: Support an Active Community, Foster Community Creativity and Engagement, Promote a Safe and Healthy Community, and Develop a Visionary Community Through Balanced Growth;

WHEREAS, the Plan addresses priorities identified by the Town's Community Development Department and their plans for managing growth and development in the community that align with the adopted Parker 2035 Master Plan;

WHEREAS, the Plan assesses current conditions, identifies community needs and interests, and outlines a strategic action plan that balances opportunity, sustainability, and financial realities;

WHEREAS, the Plan provides recommendations that when implemented will enhance the quality of life for our citizens by providing dynamic, industry leading programs, facilities, parks and services;

WHEREAS, the Plan provides guidance and policy direction for the Department's role in the community;

WHEREAS, the Plan will shape the development of both Town-provided parks and recreation services, in addition to homeowners'-association-maintained parks and facilities, in a manner that is consistent with the Town's sustainability goals, meets the community's level of service criteria, and satisfies general development standards;

WHEREAS, the Plan will guide the Town in policy development, future planning and growth, capital programming and budgeting, as well as meeting park and recreation accreditation standards set by the Commission for Accreditation of Park and Recreation Agencies;

WHEREAS, the following Town documents and plans were used and/or integrated into the Plan as necessary and are on file at the Town Clerk's Office:

- Parker 2035 Master Plan
- Parker Land Development Ordinance
- Parker 2010 Open Space, Trails and Greenways Master Plan
- 2005 Bike Lane Plan
- 2014 Town of Parker Transportation Master Plan;

WHEREAS, as part of the preparation of the Plan, in 2017, a balanced, open and collaborative community input and engagement process was employed by the Town to ensure citizen support and buy-in, thereby enabling the Town to effectively deliver community-oriented park and recreational opportunities;

WHEREAS, in 2017, the following public engagement methods were used during the community input process:

- Stakeholder and Key Partner Interviews
- Community Surveys with Over 1,000 Responses
- Master Plan Project Website
- Two Public Meetings and Comment Sessions, September 13, 2017, at Parker Town Hall and December 7, 2017, at the Parker Recreation Center;

WHEREAS, the Town Council held a study session on April 24, 2023, to review and comment on the proposed Plan;

WHEREAS, the Planning Commission held a public hearing on May 11, 2023, and recommended to the Town Council approval of the Parks, Recreation and Open Space Master Plan, as a part of the Parker 2035 Master Plan;

WHEREAS, the Town Council held a public hearing on May 15, 2023, and approved the Parks, Recreation and Open Space Master Plan, as a part of the Parker 2035 Master Plan; and

WHEREAS, except for the removal of the dates from the cover page, the Plan has remained unchanged since its initial adoption by the Town Council on February 20, 2018, and the Town Council desires to readopt the Plan as part of the Parker 2035 Master Plan.

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 adopts the Parks, Recreation and Open Space Master Plan, which is attached hereto as **Exhibit A** and incorporated herein by this reference, as a part of the Parker 2035 Master Plan.

Section 2. The Town Council directs that a copy of the Parks, Recreation and Open Space Master Plan shall be filed with the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

TOWN OF PARKER PARKS, RECREATION & OPEN SPACE MASTER PLAN

*opp*pley
Institute for Parks and Public Lands
INDIANA UNIVERSITY



PARKER
C O L O R A D O

ACKNOWLEDGEMENTS

The Town of Parker Parks, Recreation and Open Space Master Plan is the result of planning and outreach of the Parks, Recreation and Open Space Department, Community Development Department, and the master plan contracting agency, the Eppley Institute for Parks and Public Lands at Indiana University.

The planning team would like to extend special thanks for the efforts and participation of the following groups:

PARKER PARKS, RECREATION AND OPEN SPACE DEPARTMENT

PARKER COMMUNITY DEVELOPMENT DEPARTMENT

PARKER MAYOR

PARKER TOWN COUNCIL MEMBERS

**A SPECIAL THANKS TO TOWN STAFF AND COMMUNITY PARTNERS
WHO PARTICIPATED IN STAKEHOLDER INTERVIEWS AND FOCUS
GROUPS.**

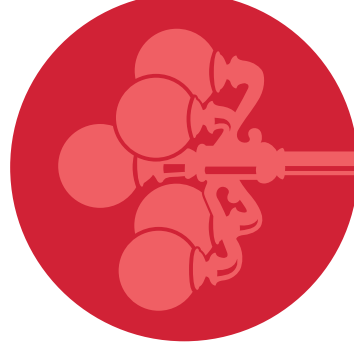
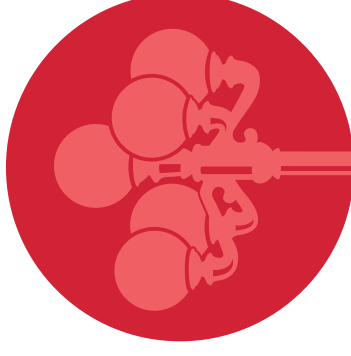
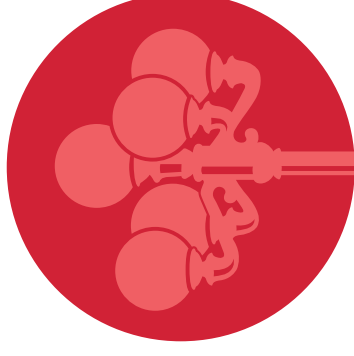
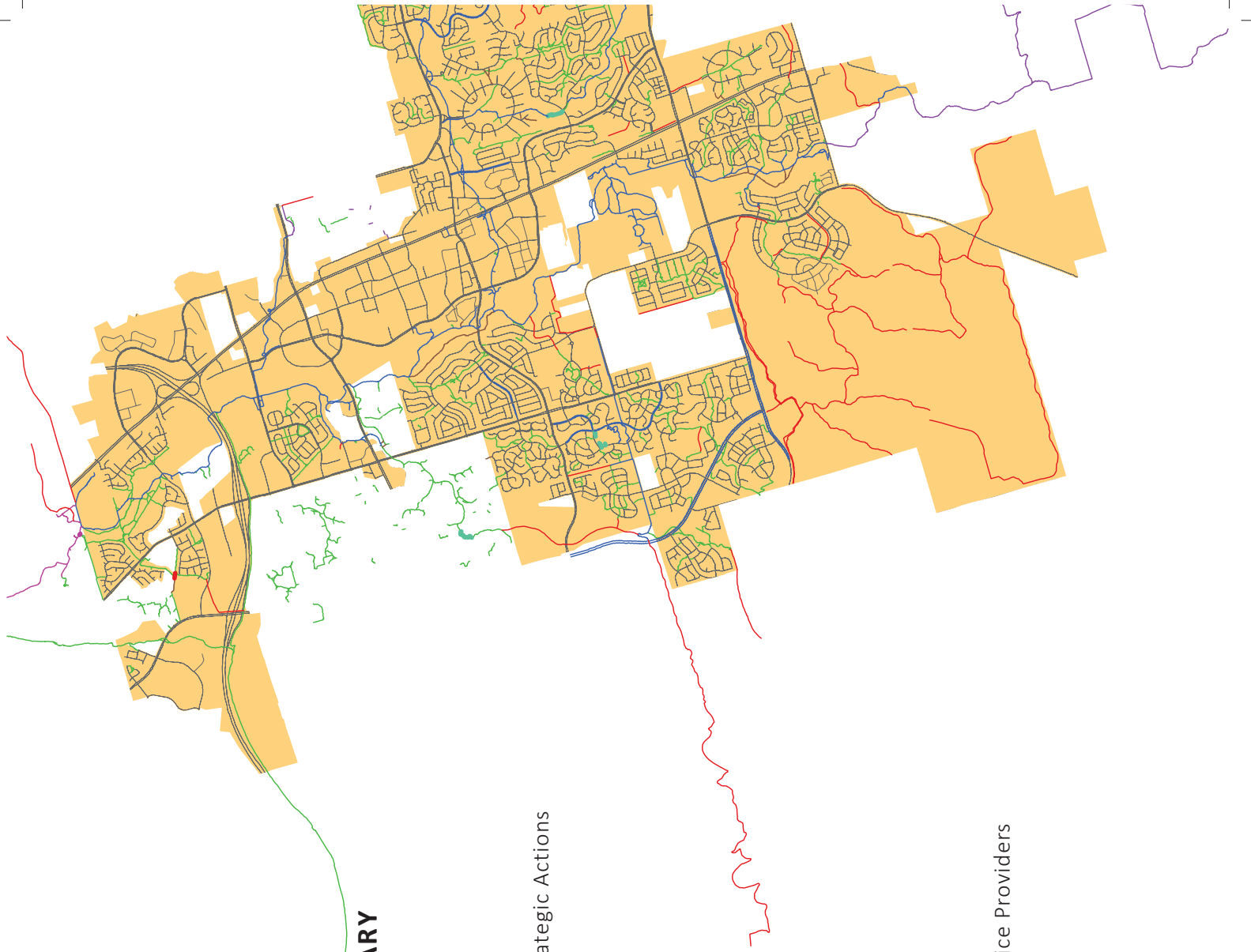
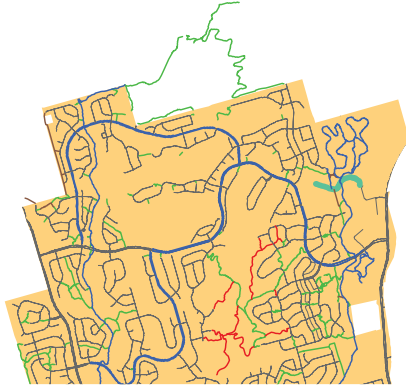


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Through world-class facilities, specialized recreation programs for all ages, a vast network of parks, trails and open space, and a wide variety of community events, Parker Parks and Recreation is a key ingredient in the glue that holds the Parker community together. Parker's Parks and Recreation Master Plan will help us acknowledge our successes, while providing us a roadmap to meet the future needs of an active and growing population.

— MAYOR MIKE WAID, TOWN OF PARKER

I lived in Parker before there was a Rec Center, and was so happy when it was built. Then it got expanded and got even better. But it wasn't until I was diagnosed with MS that I really came to love the Rec Center, and the work of Justin, the best personal trainer there, helped me regain balance and strength. Now I can run 5k's!

— TODD T., FACEBOOK

Great place for the entire family. Fitness and recreation options for every age and skill level. The staff is always friendly and the program's well organized. The kids play pool and lazy river rock!

— HOLLIE M., YELP





PART 1 EXECUTIVE SUMMARY



1.0 WELCOME TO



PARKER!

The Town of Parker, Colorado, encompasses 21.82 square miles and is located in northeastern Douglas County, twenty miles southeast of Denver. With a population just over 50,000 people, Parker is an ideal community for individuals looking for small town living within the Denver Metro Region.

The Town incorporated in 1981 with one square mile of land and a population of 285. Throughout the 1980s, the residents saw their community transform from a rural crossroads to a town of more than 6,000 residents by 1990. The population has continued to grow quickly, from approximately 23,000 people in 2000 to today's population. Although Parker is still growing—the population is expected to continue increasing—Town leaders and citizens want to maintain the hometown feel that has been, and continues to be, a hallmark of life in the community.

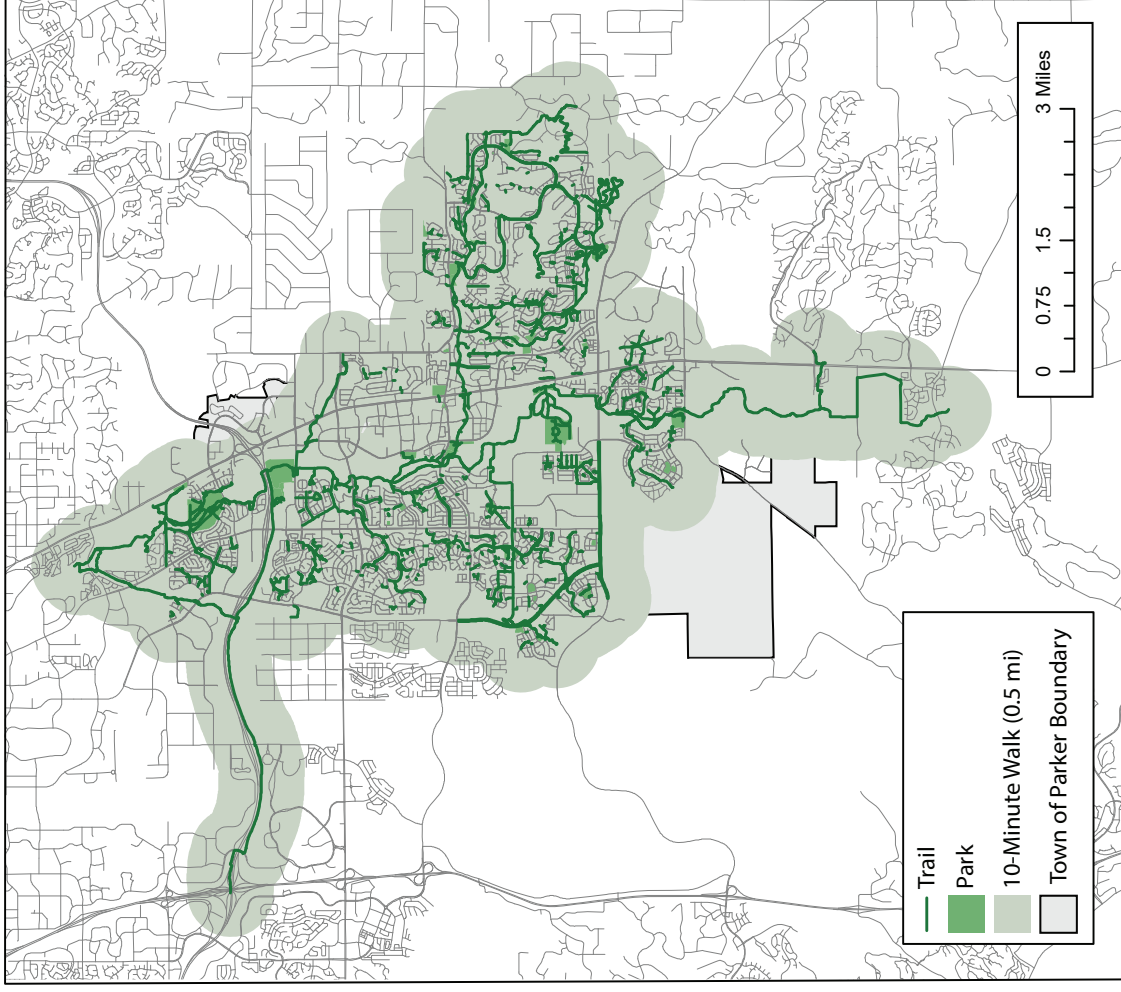
According to a 2016 survey conducted by WalletHub, Parker is one of the Best Small Cities in America, based on key indicators of livability, including housing costs, school system quality, and cultural and economic opportunities such as the number of restaurants per capita. Parker was one of only three Colorado communities listed among the study's top 20 cities. In addition to Parker's close proximity to a large urban employment center, the community boasts a clean environment, natural beauty, views of the Rocky Mountains, and access to a wide range of recreational amenities.

A FIRM FOUNDATION, A BRIGHT FUTURE

The Town of Parker has invested substantial resources over the years in developing a comprehensive parks, open space and recreation system that contributes to the community's outstanding quality of life. The Parks, Recreation and Open Space Department has been instrumental in this effort supported by the Community Development Department and other partners.

The Town of Parker Parks, Recreation and Open Space Department has been named a finalist for the National Recreation and Park Association's (NRPA) Gold Medal Award as a top agency for its population five times over the past 20 years, earning the highest honor in both 2000 and 2011. The Department functions as the foundation for the community's quality of life, operating 15 parks, nine trails totaling 38 miles, the Parker Recreation Center, H2O'Brien Pool, Parker Fieldhouse, and a comprehensive recreation, sports, and events program for the community. In order for the Department to continue to enhance quality of life for Parker's residents, it must continue to provide dynamic, industry-leading programs, facilities, parks, and services. To accomplish this goal, a comprehensive master plan is necessary.

The planning area for the Parker Parks, Recreation and Open Space Master Plan includes the Town of Parker boundaries. To highlight Parker resident's current access to park and recreation amenities, the map to the left illustrates that over 95% of Parker residents are within a 10-minute walk of a nearby park, trail, and/or open space.



Residents of Parker: Access to Parks, Trails, and Open Space within a 10-minute Walk

MISSION

The mission of the Town of Parker Department of Parks, Recreation and Open Space is to provide quality parks and recreation facilities and services to meet the needs of our community by utilizing the resources of our team, and fostering an environment that encourages support, creativity and integrity.

VISION

The vision of the Department of Parks, Recreation and Open Space is to enhance the quality of life of our citizens by providing dynamic, industry leading programs, facilities, parks and services.



PARKER
COLORADO
Parks and Recreation

PARKER PARKS & RECREATION STRATEGIC GOALS 2017-2021



The development and implementation of a Parks, Recreation and Open Space Master Plan presents the Town of Parker with a unique opportunity to integrate other Town plans, analyses, community interests, and approaches into a single, focused vision for sustainability and growth of the recreational facilities and programs to serve the growing population under the Town's stewardship. This master plan is a 5-year plan, with portions of 10-year strategies integrated throughout.

This master plan also includes plans for providing parks, trails and recreation facilities and preserving open space as growth and development in the community occur. Much of the Town's parks, open space and trails that serve residents are preserved

through the Town's development review process. One of the results of this is that Parker has an extensive network of neighborhood parks and trails that are built by the developer with new housing and are maintained by homeowners' associations. While the Town provides town-wide parks and recreation, the smaller neighborhood facilities play a vital support role to the provision of parks services to residents. The plan includes high level policy recommendations regarding the development process and how we can ensure that park design, amenities, safety, and maintenance standards meet the Town's vision and goals for parks and recreation amenities, the Town's Land Development Ordinance requirements, and alignment with the Parker 2035 Master Plan.



The Town has created this system-wide master plan for parks, recreation, and open space opportunities to meet the current and future needs of the community. The plan assesses current conditions, identifies community needs and interests, and outlines a strategic action plan that balances opportunity, sustainability, and financial realities. The master plan provides guidance and policy direction for the Parker Parks, Recreation and Open Space Department's role in the community. The plan will shape the development of both Town-provided parks and recreation services, as well as homeowners' association maintained facilities, in a manner that is consistent with the Town's sustainability goals and align with the community's level of service and standards.

Ultimately, the Parker Parks, Recreation and Open Space Master Plan will guide the Town in policy development, capital programming and future planning and growth, as well as meeting park and recreation accreditation standards set by the Commission for Accreditation of Park and Recreation Agencies.

During the master planning process, other Town plans were referenced, supported and integrated throughout the plan. The importance of reviewing existing ordinances and previously agreed upon definitions was considered seriously. This Parks, Recreation and Open Space Master Plan is a careful integration of community input and Town priorities. To view the following corresponding Town plans, please contact the Town of Parker:

- Parker 2035 Master Plan
- Parker Land Development Ordinance
- Parker 2010 Open Space, Trails and Greenways Master Plan
- 2005 Bike Lane Plan
- 2014 Town of Parker Transportation Master Plan



PARKER 2035 MASTER PLAN: OPEN SPACE AND RECREATION VISION

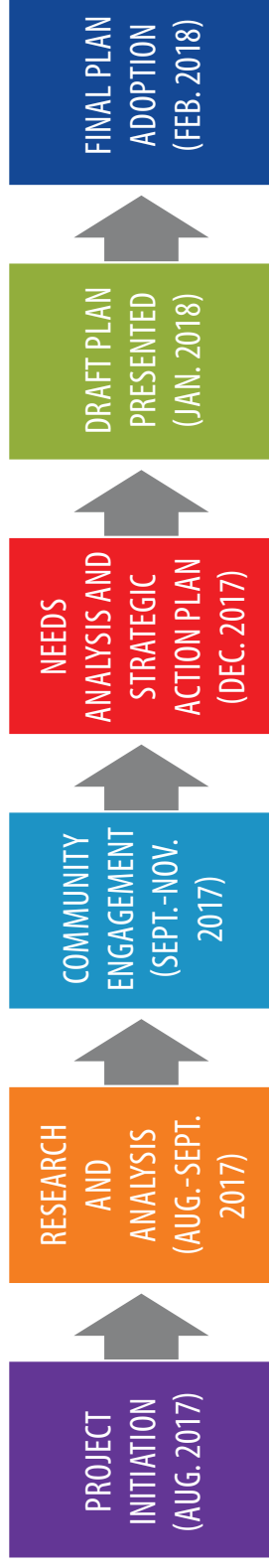
"Our Parker community will respect, manage and actively seek open space resources and recreational opportunities in ways that sustain and protect the natural environment while providing recreational opportunities and unobstructed views. As such, Parker will sustain a balanced system of open lands, natural areas, recreational spaces and parks, including trails and open areas."



1.2 MASTER PLAN PROCESS AND TIMELINE

The Town and its departments have embarked on many Town-wide planning efforts over the years. This plan is the Town's first comprehensive master plan focused exclusively on parks, recreation and open space. This master plan effort is a critical and required component to be accredited by the Commission for Accreditation of Park and Recreation Agencies. The process of developing the plan began in August 2017 with kickoff meetings including community stakeholders, as well as a thorough examination of department and community resources and current planning documents. In September, parks, facilities and programs were assessed, including a physical examination of each facility for amenities and quality.

A community engagement process also began in September and included individual and group meetings with key stakeholders, surveys, and open public meetings. Work continued during November and December with a comprehensive analysis, assessment of needs, and development of a strategic action plan that established goals and strategic actions. The draft plan was presented to the Parker Planning Commission, Town Council and the public in January 2018 and formally adopted in February.



1.3 COMMUNITY INPUT

The importance of public involvement in the decision-making process cannot be overestimated. Parker residents are passionate about their park, recreation, and open space amenities – and it showed in public engagement efforts!

Public engagement is vital if Town of Parker leaders want Parker's citizens to support the plan, enabling the Town to effectively deliver community-oriented park and recreation opportunities.

Overall, the public process must be balanced, open, and collabor-

orative. In order for Parks and Recreation staff to build trust and create a plan that would secure support from advisory groups, the Parker Town Council, department staff, and the community's diverse user groups, the following engagement methods were used:

- Stakeholder and Key Partner Interviews
- Community Surveys
- Master Plan Project Website
- Public Meetings with Comment Sessions

STAKEHOLDER AND KEY PARTNER INTERVIEWS

Stakeholders and key partners are individuals who represent the Parks, Recreation and Open Space Department and community as a result of their position, involvement, interest, or identity in the community. Stakeholders generally represent a cross section of the community and were interviewed in order to obtain a sense of overall public opinion. Stakeholders included representatives from area nonprofits, schools, business, land developers, and Town staff and officials. See Appendices A&B for full list of stakeholders and the questions used in the interviews.

Interviews were conducted individually and in small groups and lasted approximately one hour. Interviewers asked open-ended questions and allowed individual stakeholders or groups to respond and discuss at the topic at length.

THE HIGHLIGHTS INTERVIEW DATA INCLUDED THE FOLLOWING RECURRING REMARKS:

Programmatically, the department is efficient and well run.

Parker needs aquatics facilities in the south.

Planning neighborhoods to include open space is a well-received practice.

Parker needs to better balance the development of new facilities and maintenance of existing facilities.

Seeking public/private partnerships is important in order to meet community demands.



SURVEY SAYS:

Top 5 most important facilities to Parker residents:

1. Trails
2. Parker Recreation Center
3. Playgrounds
4. Parker Fieldhouse
5. Shelters

Which 3 facilities contribute most to your health?

1. Trails
2. Recreation Center
3. Parker Fieldhouse

Facilities & amenities that residents would like to see increased:

1. Restrooms
2. Water-based recreation
3. Drinking fountains in parks
4. Recreation centers

When asked "If you did not use a park or trail, please indicate below whether or not you knew about it." The 5 parks selected most often as "Unaware park existed" include:

1. Living Wheel Park
2. McCabe Meadows
3. Auburn Hills Community Park
4. Preservation Park & Trailhead
5. Baldwin Gulch Trail

Over 62% of survey respondents attended a community event hosted by Parker Parks and Recreation (e.g. races, festivals) during the past year.

When asked about the benefits residents receive from parks, trails, recreation facilities, programs and services, FOUR benefits rose to the top:

1. Improve physical health and fitness
2. Improve mental health and reduce stress
3. Enhance community appearance
4. Preserve open space and the environment

79% of survey respondents utilize a park managed by a Homeowners Association (HOA).

For those respondents who did not use an HOA park, it was because 1) there was no HOA park near them or 2) the HOA park did not have the facilities/amenities that interested them.

COMMUNITY SURVEYS

Community surveys were used to gauge public opinion, interests, and beliefs about the current recreation and park system in the Town of Parker. The survey was offered in two ways:

- a convenience survey was open to any resident who wanted to take it and promoted through department and Town of Parker social media and websites;
- The same survey was also mailed to a selection of households chosen at random.

The purpose of the random sample survey was to provide statistical validation through the retrieval of a random sample of Parker residents that represented park and recreation users and non-users, from varying backgrounds, ages, abilities, etc. Five-thousand households received the random survey. Parker residents are highly invested in the Parks, Recreation and Open Space Department. Over 1,000 survey responses were collected through the combined efforts of the convenience and random surveys. See Appendix C for a copy of the community survey. Highlights from the random (statistically valid) survey are to the left.

MASTER PLAN PROJECT WEBSITE

The project team kept the public informed and updated about the master plan throughout the process using the project website. From the time of its launch and throughout the project, the site contained:

- General information about the parks and recreation master planning process.
- A project timeline and information about major milestones.
- Information about the consultant team.
- Information about how to participate in the public engagement process.
- A portal to access the community survey.

The URL for the website is <http://go.iu.edu/ParkerMasterPlan>

PUBLIC MEETINGS

The public was further engaged during the developmental stages of the master plan via public meetings. Two general public meetings were held, one on September 13, 2017 at Town Hall and a second on December 7, 2017 at the Parker Recreation Center.

Specific objectives of the September public meeting included:

- Explaining why the Town needed a master plan and the benefits of such a plan.
- Describing the Town's existing recreation programs and park facility offerings.
- Soliciting opinions on the community's parks, recreation and open space needs, condition of existing facilities, and what goals should Parker strive for.

At the December public meeting, Parker staff:

- Presented findings from research conducted to date (specifically, public survey and other public engagement findings).
- Gathered input about each of the emerging themes that arose from the research to confirm and validate ongoing findings.

These meetings and access to the community survey were heavily promoted through the Town of Parker's websites (www.ParkerOnline.org & www.ParkerRec.com), through the Parks and Recreation and Town Facebook Page, and through the distribution of 500+ flyers at open house events. Public comments were recorded and integrated into the Needs Assessment and Action Plan sections of this master plan.



1.4 PARKER'S COMMITMENT TO ACCESSIBILITY

The Parker Parks, Recreation and Open Space Department is committed to meeting the needs of people with disabilities. In recent years, the Department has voluntarily participated in accessibility reviews of facilities and programming. During this planning process, the Department continued its commitment and opted to have a site inspection completed by an accessibility specialist at the Eppley Institute. This type of site inspection is rare in master planning and is certainly viewed as 'above and beyond' the standards in the industry.

The Eppley Institute utilizes the Americans with Disabilities Act accessibility standard for program access as a guiding principle for viewing the Department's programs, activities, and services, in their entirety, when considering barrier removal. The inspector/inspection team looks critically at all programs from the point of view of persons who have impairments to vision, hearing, mobility, and/or cognitive processes. This approach focuses the inspection on the experiential components of a site, as opposed to compliance with minimum design standards. The Eppley Institute views the physical environment as a catalyst for program access and thus forms recommendations for barrier re-



moval with program access at the forefront of investigative and reporting processes.

The goal of the Eppley Institute ADA site inspection was to assist parks and recreation personnel in long-term planning by identifying barriers to facilities and program participation for people with disabilities and proposing recommendations for barrier removal and improved access. The facilities under the jurisdiction of the Parker Parks, Recreation and Open Space Department largely met the requirements of the accessibility standards, with significant gains made within the last several years to become compliant with minimum standards for accessible design.

The Town of Parker is committed to setting and meeting ongoing goals for minimum compliance, as well as exceeding expectations in program and service delivery for individuals with disabilities. Furthermore, Parker's commitment to accessibility is evident throughout the system themes, goals, and strategic actions of this master plan.

For full details of the ADA Site Inspection Report, a copy can be obtained at the Parker Parks, Recreation and Open Space Department.





1.5 THE PATH FORWARD: SYSTEM THEMES AND STRATEGIC ACTIONS

The strategic action plan found in this section of the master plan encompasses careful research, community input, and thoughtful future planning on behalf of the Town of Parker. With the implementation of this action plan, the vast majority of community members will be able to access recreation opportunities close to their homes via safe, walkable connections to parks and recreation facilities throughout the Town. The themes presented here align with the Parks, Recreation and Open Space Department's strategic goals, found in the executive summary of this plan. The Town of Parker's park and recreation services and amenities fit together to form a park and recreation system that is enjoyed by the entire community. Parker's parks and recreation facilities provide broad benefits to the community, including individual, social, economic, health, and environmental advantages. Residents value Parker's facilities and services and have grown to expect high-quality offerings from the Department. The local economy benefits from the Department's work as well: The Town's park and recreation amenities help Parker attract and retain an educated and healthy workforce, the local tourism industry benefits from visitors in town for special events, and local businesses see increased sales, in turn producing increased tax revenues for the Town.

Five themes emerged from the community engagement and assessment process, each theme helping shape the planning and decision-making described in this master plan. Each theme has corresponding goals and action items. These action items are specific and doable, outlining a clear means for Parker to achieve its goals in the desired timeframe. The five themes are:

1. Manage and protect assets
2. Enhance inclusive programming
3. Connect people and places
4. Enhance organizational capacity
5. Programming for community

The strategic direction of the action plan will focus the energy, commitment, and resources of the municipality, other departments, local businesses, and user groups to revitalize and maintain parks, recreation facilities, and programs as needed. The remainder of this section will outline the strategic actions, their expected year of completion, and potential funding sources for each action. In order for this plan to succeed, it is recommended that it be revisited annually, if not quarterly, to track progress and celebrate achievements.

SYSTEM THEMES

MANAGE AND PROTECT ASSETS

ENHANCE INCLUSIVE PROGRAMMING

CONNECT PEOPLE AND PLACES

ENHANCE ORGANIZATIONAL CAPACITY

PROGRAMMING FOR COMMUNITY

THEME 1: MANAGE AND PROTECT ASSETS

GOAL(S)

1. Efficiently and knowledgeably manage the Town of Parker's recreation amenities based on the needs of its residents
2. Promote the stewardship of open space and natural resources for the Town of Parker
3. Ensure that Parker's future growth is supported by appropriate expansion of parks, facilities, recreation opportunities, and the preservation of open spaces
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Open Space, Trails and Greenways Master Plan, and the Parker 2035 Master Plan

STRATEGIC ACTIONS

TOWN-WIDE

- Recapitalize older playgrounds into modern, attractive facilities.
- Ensure coordination between the Parks, Recreation and Open Space Department and the Community Development Department occurs, to comprehensively address issues arising with privately maintained parks and open spaces.
- Adopt a uniform design policy for Town-owned park-site amenities (e.g. picnic tables, trash receptacles, drinking fountains, etc.).
- Adopt a policy establishing interpretive signage standards and replacement guidelines.
- Align the standards in the Land Development Ordinance (LDO) with the policies outlined in the Parks, Recreation and Open Space Master Plan.
- Implement a policy addressing sustainable design as it relates to facility construction, product purchasing, waste reduction/handling, and energy/natural resources conservation.
- Manage open space preservation by establishing a standard process for acquisition of property by utilizing the criteria in the Open Space, Trails and Greenways Master Plan.
- Develop a policy to promote a balance of quality and quantity in the planning, design and development of HOA parks, recreation and open space associated with new residential development.
- Implement a policy addressing sustainable design as it relates to facility construction, product purchasing, waste reduction/handling, and energy/natural resources conservation.

AUBURN HILLS COMMUNITY PARK

- Create a park-specific mini master plan addressing unsustainable water issues.
- Create a usage agreement with Prairie Crossing Elementary School to expand the school visitors' parking area and link school grounds to the park with a dedicated pathway or designate parking along the roadway for park users.

BALDWIN GULCH TRAIL

- Install way-finding signage.

BAR CCC PARK

- Install lights for fields.
- Review existing pavilion use and replace if needed with larger units.
- Redesign and upgrade parking area.

COTTONWOOD TRAILHEAD

- Upgrade amenities, including the pavilion, trash receptacles, and picnic tables.
- Redesign and upgrade parking area.

DOG PARK & DISC GOLF

- If feasible, add natural plantings to the disc golf course to serve as obstacles/hazards as well as to enhance the course's appearance.

H2O'BRIEN POOL

- Review opportunities for redevelopment and/or expansion of existing aquatic assets. Consider a new indoor/outdoor pool at the same location or explore opportunities at a different location.

LIVING WHEEL PARK/20 MILE HISTORIC PARK

- Update signage in park.
- Designate a shared parking area for park users.
- Consider a redesign that would add active recreation amenities.



MCCABE MEADOWS

- Install arboretum signage to facilitate self-led environmental education.
- Enhance arboretum area with additional plantings using native species.
- Identify opportunities to enhance the visibility of and access to McCabe Meadows from Parker Road.

PARKER FIELDHOUSE

- Conduct an efficiency study to identify opportunities to utilize space more efficiently and augment programming.
- Implement second-phase expansion of the Fieldhouse.

O'BRIEN PARK

- Complete the design and construct the north property.
- Complete the design and construction of pedestrian safety improvements along the southern edge of the park fronting Mainstreet.
- Maintain and improve bike/pedestrian access to the park from Mainstreet, Sulphur Gulch Trail and points west of Parker Road.

RAILBENDER SKATE AND TENNIS PARK

- Research costs and benefits of an additional skate park or expansion of the existing facility, including opportunities for maintenance upgrades.

RUETER-HESS RESERVOIR

- Implement the Rueter-Hess Reservoir Recreation Master Plan in partnership with the Rueter-Hess Recreation Authority.
- Collaborate with the Rueter-Hess Recreation Authority to explore access options for residents of Anthology North and Hess Ranch.

SALISBURY SPORTS COMPLEX

- Complete Salisbury North design and construction.

- Update signage to separate the two distinct recreation opportunities (equestrian and athletic).
- Determine and implement a direct connection to the East West Trail.

NEW SOUTH RECREATION CENTER

- Establish partnerships with Senior Services, local health care providers, and other pertinent agencies to explore funding opportunities.
- Initiate a site selection evaluation and explore funding for site design and completion.

NEW ICE ARENA

- Investigate establishing a new indoor ice arena, operated in conjunction with public or for-profit partners. If opportunity exists, conduct co-funded feasibility study.

PRESERVATION PARK

- Revisit Preservation Park conceptual plan to include an updated vision and enhance connectivity opportunities.

THEME 2: ENHANCE INCLUSIVE PROGRAMMING

GOAL

1. Provide inclusive programming for all ages, abilities, and income levels

STRATEGIC ACTIONS

- Address the priorities identified in the Town of Parker Parks, Open Space, and Recreation ADA Site Visit Report (October 2017).
- Modernize sports and athletic facilities to optimize inclusive access.
- Establish a policy for the internal review of existing and future park plans to provide greater inclusion.
- Coordinate with homeowners associations to improve ADA access of existing and future HOA-operated parks.
- Establish and actively promote a communication policy and network to facilitate the conveyance, review, and timely response to accessibility concerns from community members.
- Provide educational opportunities for staff on inclusion best practices.
- Set a departmental goal of having a minimum of two staff members trained in identifying accessibility issues.
- Expand availability of universally inclusive playgrounds to the greatest extent possible, targeting 25% of all playgrounds in the next 10 years.



THEME 3: CONNECT PEOPLE AND PLACES

GOAL(S)

1. Plan for, develop, and maintain safe, multi-modal access to parks, open space, and recreation facilities
2. Implement the access and transportation goals of the Parker 2035 Master Plan as it relates to parks, recreation and open space
3. Promote healthy and active lifestyles for the community of Parker by continuing to connect residents to high quality facilities, amenities, and programming
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Town of Parker Transportation Master Plan

STRATEGIC ACTIONS

- Consider parallel soft surface trails to expand the carrying capacity and usability of current and future trails.
- Implement trail improvements within the Public Service Company of Colorado (PSCo) right-of-way.
- Plan for and provide multi-modal access to community and regional parks serving more than one neighborhood.
- Improve the safety of access to/from parks, recreation and open space through implementation of NRPA Safe Routes to Parks strategies.
- Adopt a policy document providing guidance on best practices for the design of high-use, multi-modal trails with special attention paid to signage, width, and ease of access.
- Install additional bike “fix it” stations systematically throughout trail network and identify them on trail maps.
- Update the Bike Lane Plan and Open Space, Trails and Greenways Master Plan where not superseded by the Parks, Recreation and Open Space Master Plan.
- Update the Land Development Ordinance to ensure that private parks and recreation facilities are integrated and well connected to adjacent neighborhoods.
- Design and construct the Kinney Creek Trail.
- Implement way-finding signage at trail head common gathering areas and throughout the trail system.
- Determine plan for new trail development and incremental redesign of existing trails to be implemented over next 20 years.
- Explore feasibility of trail connection linking Bradbury Ranch neighborhood to the Newlin Gulch Trail.
- Explore connectivity opportunities to link O’Brien Park, Discovery Park, Mainstreet and the Sulphur Gulch Trail.
- Extend Newlin Gulch Trail south of Stonegate to Rueter-Hess Reservoir.
- Implement E-470 trail construction, including the grade-separated crossing at Parker Road.

THEME 4: ENHANCE ORGANIZATIONAL CAPACITY

GOAL(S)

1. Improve organizational strategies in order to maintain existing infrastructure and staffing at the highest level
2. Plan for future infrastructure development and maintenance

STRATEGIC ACTIONS

- Explore opportunities for staff training to enhance organizational capacity and support professional development.
- Review membership and gate access fees, adopt a policy for their regular review, and set goals based on measurable factors.
- Review and optimize internally operated and contracted concessions operations.
- Ensure departmental coordination and collaboration between Parks, Recreation and Open Space Department and Community Development Department regarding the planning, dedication, and construction of trails, parks and open space lands.
- Improve understanding of parks, recreation and open space issues as they relate to growth management and development review.
- Earn accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA).
- Adopt a policy for comprehensive staff involvement during review of park mini master plans in order to support best practices overall, better account for maintenance considerations, and provide optimal programming opportunities for users.
- Develop a well-rounded and well-marketed sponsorship program.
- Investigate a partnership with Douglas County Community Foundation to create a dedicated fund supporting annual fundraising drives and planned giving campaigns.
- Implement a financially equitable policy for facility use through partnerships.
- Develop an asset management plan, whereby repairs, replacement, and recapitalization are forecasted for the next 5-10 years. Ensure capital improvement budgets reflect forecasted asset management.
- Investigate partnership opportunities for free or reduced-cost water hookups and usage fee as a by-product of the Reuter Hess agreement.
- Investigate and implement modern maintenance work order and asset management software.
- Develop a staffing plan reflective of future needs with key funding benchmarks to support critical positions.

THEME 5: PROGRAMMING FOR COMMUNITY

GOAL(S)

1. Continue to be responsive and adaptable to community needs and desires for parks and recreation programming
2. Serve all Parker residents through proactive, responsible financial planning that results in high-quality, affordable recreation programming

STRATEGIC ACTIONS

- Establish (or partner to offer) more interpretive programs (self-led and/or facilitated).
- Investigate community desire for specialized outdoor recreation (e.g., archery, bouldering, challenge courses, fishing, etc.).
- Plan for the changing needs of an aging community and align land use planning, development review, and facilities planning to respond accordingly.
- Examine cost-recovery practices and implement a policy that differentiates cost-recovery goals by functional area.
- Implement a policy for establishing programming fees.
- Create a recreation program plan that considers age and ethnicity to provide park and recreation opportunities more equitably to Parker residents.
- Develop environmental education programs for open space properties.





1.6 CONCLUSION

The Town of Parker Parks, Recreation and Open Space system is vibrant, highly respected, award-winning, and beloved by its residents. This master plan provides the analysis of the system's current condition and challenges, key themes that emerged through in-depth community engagement, and industry trends in parks and recreation. If Town staff and elected officials continue to work together to achieve the goals and action items set forth by the master plan, the Town will be positioned to pro-actively make decisions and receive the greatest return on investment. The most significant elements of this plan are the call to action and future positioning of the Town to achieve the community's highest priorities and be responsible stewards of public assets and dollars.



PART 2 THE PLAN



2.1 COMMUNITY INPUT

SUMMARY OF OUTREACH EFFORTS

As stated in the executive summary, a critical component of the master planning process is community input and engagement. A balanced, open, and collaborative engagement process is necessary to effectively deliver a community-oriented master plan. Garnering community and stakeholder input was an integral part of the master planning process as a whole, as the Town's goal was to secure support for the master plan from Parker residents, the Town Council, Planning Commission, Town Administrator's Office, advisory groups, Town staff, and the variety of groups that use the Town's amenities and services.

Community members contributed to the master plan via four key means:

- Stakeholder and key partner interviews
- Community survey
- Master plan website
- Public meetings with comment session or survey

STAKEHOLDER AND STAFF INTERVIEWS

Thirty-eight stakeholder and staff interviews were conducted on September 11-13, 2017. The interviews took place individually and in small groups and lasted approximately one hour. Interviewers asked open-ended questions and allowed individual stakeholders or groups to respond and discuss the topic at length. Feedback from these interviews has been incorporated into this master plan, most notably in the Needs Assessment and Analysis and System Themes and Action Plan sections. See Appendices A & B for a list of stakeholders and questions asked in the interviews.

Interview data included the following recurring remarks:

- Programmatically, the department is efficient and well run.
- Parker needs aquatics facilities in the south.
- Planning neighborhoods to include open space is a well-received practice.
- Parker needs to better balance the development new facilities and maintenance of existing facilities.
- Seeking public/private partnerships is important in order to meet community demands.

COMMUNITY SURVEY

Parallel convenience and random scientific community surveys were administered to gauge public opinion, interests, and priorities regarding Parker's current park and recreation system. The survey was created by the Eppley Institute and validated by the Town of Parker Master Planning Committee. A final copy of the community survey can be found in Appendix C.

To further validate input provided by the stakeholder and staff interviews and to generate statistically valid data, a community survey was mailed to 5,000 random Parker residents. An exact duplicate of the random survey was administered online as a convenience survey. The convenience survey provided all Town residents with an additional opportunity to share their opinions regarding the future of the Parker Parks, Recreation and Open Space Department. Both surveys were promoted via social media channels, the project web page and Town of Parker mailings.

The population of the survey was defined as all individuals 18 years of age or older who maintain a primary residence in the Town of Parker. The survey population excludes minors 17 years of age or younger, those who consider Parker to be a secondary residence, and anyone with a primary residence outside of Town limits.

COMMUNITY SURVEY CONTINUED...

A probability sampling methodology was used to administer the random survey. At the time of survey development, the U.S. Bureau of the Census reported via the 2011-2015 American Community Survey 5-Year Estimates that the 2015 population of Parker, Colorado, was 47,432 (+/- 71), and the number of residents aged 18 years or older (i.e., the survey population) was estimated to be 32,523 (+/- 486), or 68.7% (+/- 1.0%) of the total population. The focus was to generate findings generalizable to the entire study population with a 95% confidence level and 5% confidence interval. As a result, a sample size of 380 was required. To achieve the necessary number of responses (i.e., 380), a sample of 5,000 addresses were randomly drawn for the study. At the time of closure, 531 random surveys were returned. A total of 558 convenience surveys were returned. It is notable that more than 80% of the random survey responses were returned by mailed paper copy. A much smaller percentage of respondents took the survey online. The availability of paper copy surveys most likely contributed to the success of reaching the sample size required and, as a result, obtaining statistically valid, generalizable results.

The community survey results set the foundation for priorities identified in this Parks, Recreation and Open Space Master Plan. The alignment of this community input and master plan priorities is most notable in the following areas: the importance of open space preservation, trail maintenance and development as a means of connectivity, and continued access to high-quality programs and services. A cross reference of these items illustrates the supporting elements of community input and actions set forth in this master plan.

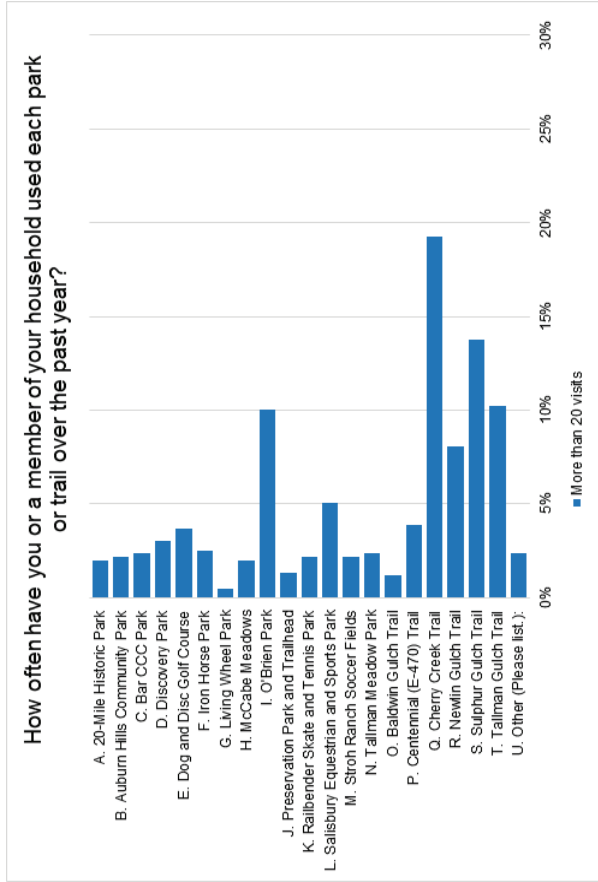
A copy of data generated by the convenience and random surveys can be obtained at the Parker Parks, Recreation and Open Space Department.



The following survey items summarize the major findings of the community survey:

FIGURE 1: PARKS AND TRAILS USED MOST OFTEN BY PARKER RESIDENTS

Parker residents used the following parks and trails the most in the past year: Cherry Creek Trail, Sulphur Gulch Trail, Tallman Gulch Trail, O'Brien Park, and Newlin Gulch Trail.



What parks were you NOT aware of?

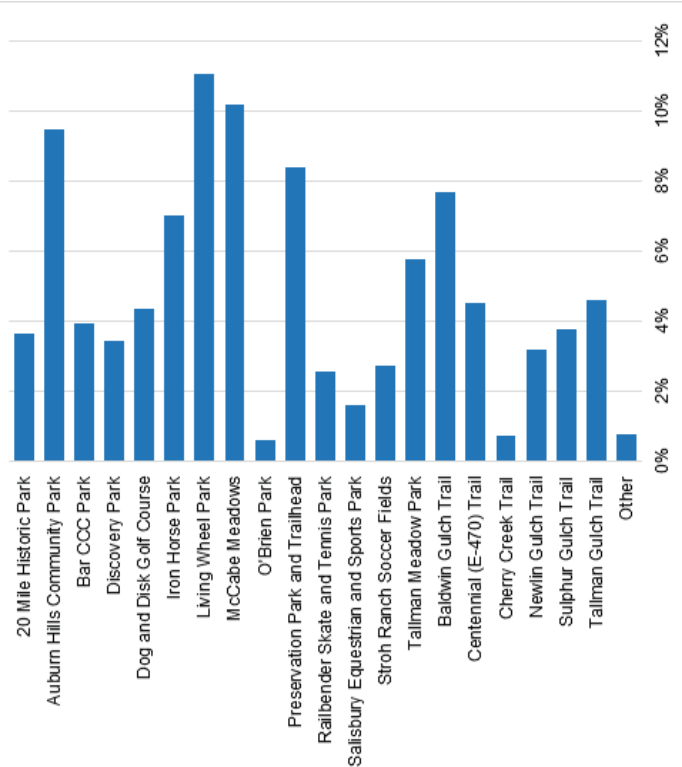


FIGURE 2: PARKER RESIDENT'S AWARENESS OF PARKS AND TRAILS

Parker residents are least aware of the following parks: Living Wheel Park, McCabe Meadows, Auburn Hills Community Park, Preservation Park and Trailhead, and Baldwin Gulch Trail.

FIGURE 3: PARKER RESIDENT’S USE OF HOA PARKS

Nearly 80% of Parker residents say they use a neighborhood park managed by a homeowners association.

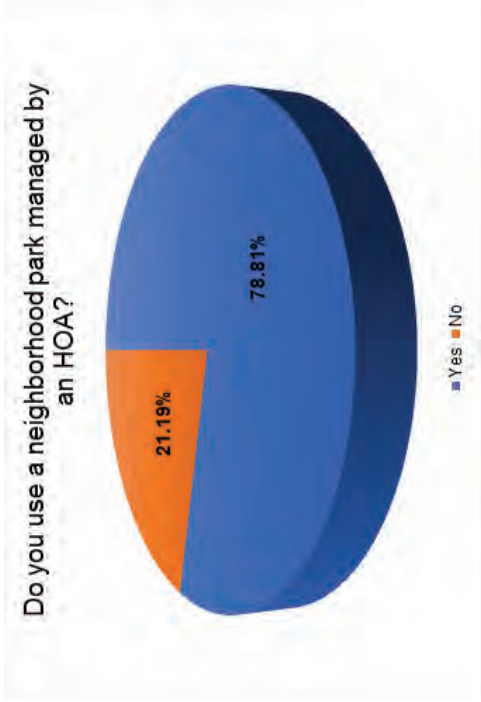


FIGURE 4: REASONS PREVENTING USAGE OF HOA PARKS

Among those residents who reported that they do not use a neighborhood park managed by an HOA, the most commonly reported reasons for not using an HOA-managed park were: 1) There is not a neighborhood park near me, 2) The neighborhood park does not have facilities that interest me, and 3) Simply not interested.

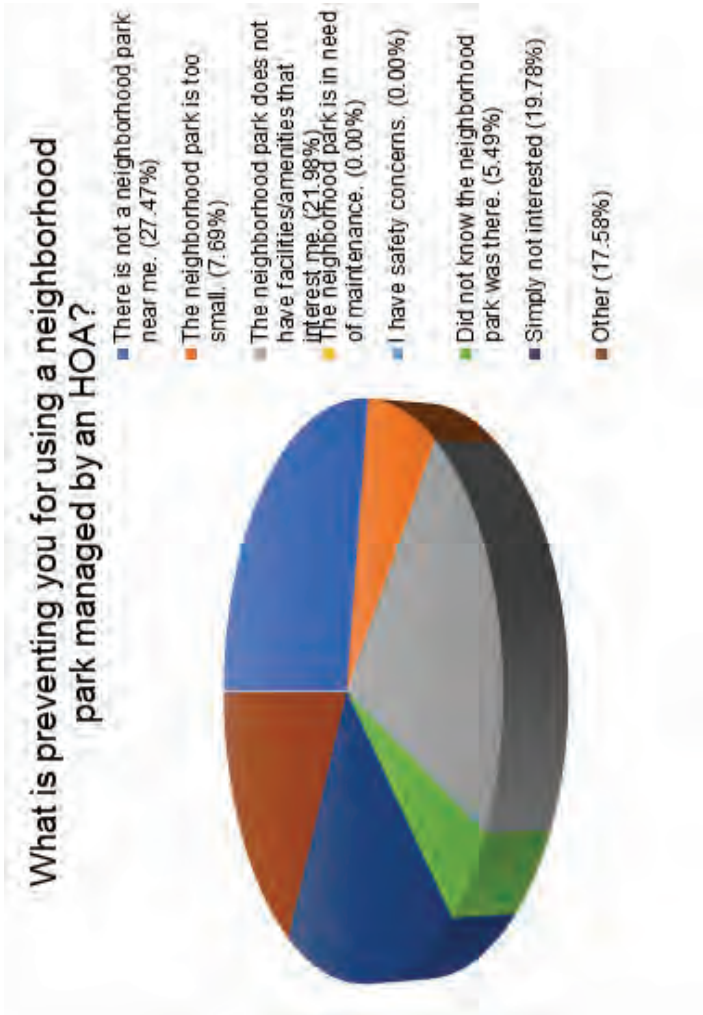


FIGURE 5: PERCEIVED BENEFITS OF PARKS AND RECREATION SERVICES AND AMENITIES

Parker residents identify the following benefits as most important to them: Improve physical health and fitness, improve mental health and reduce stress, enhance community appearance, preserve open space and the environment, and provide access to the outdoors and nature.

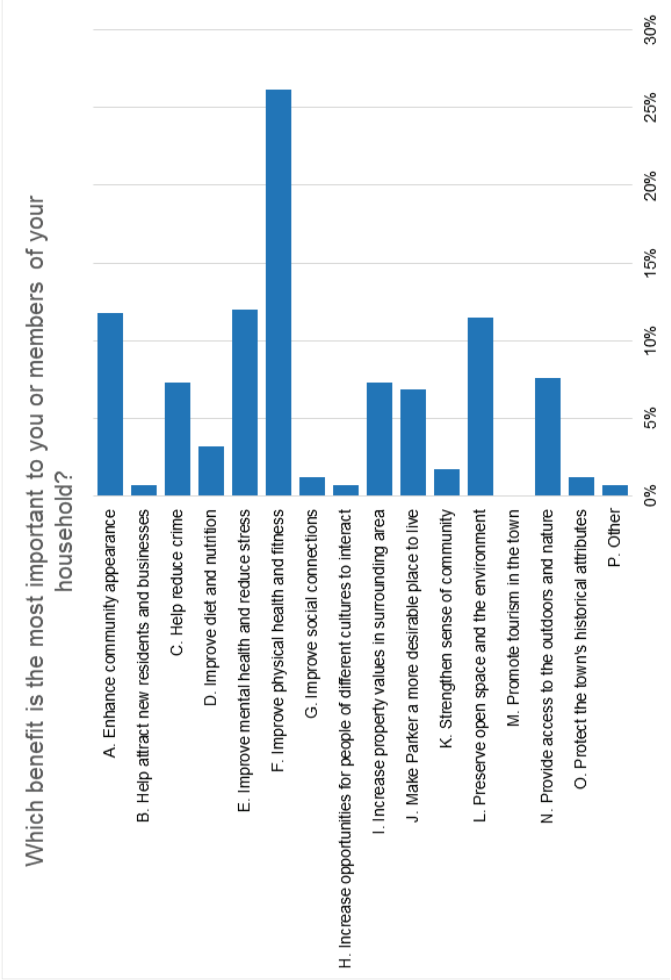


FIGURE 6: PREFERENCES FOR ALLOCATION OF CAPITAL DEVELOPMENT FUNDING

Parker residents prefer capital development funding be prioritized in the following manner: 1) Reuter-Hess Reservoir, 2) purchase of land for open space, 3) trail development, and 4) recreation center.

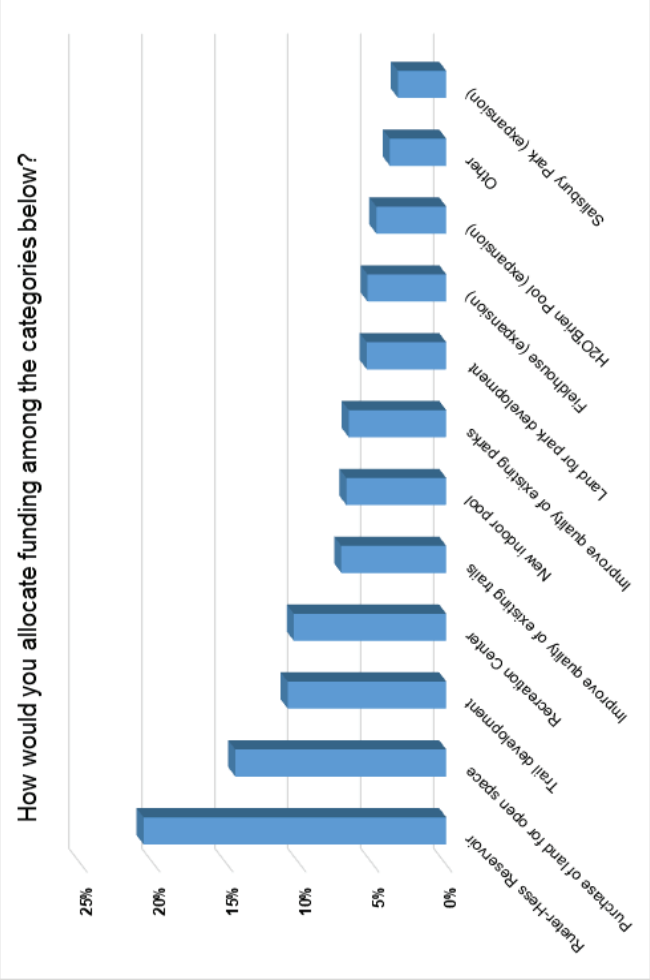


FIGURE 7: FEELINGS ON PROGRAM FEES

58% of Parker residents surveyed believed parks and recreation program fees were fair and should not be adjusted. 15% believed program fees were a little low. 14% believed program fees were a little high.

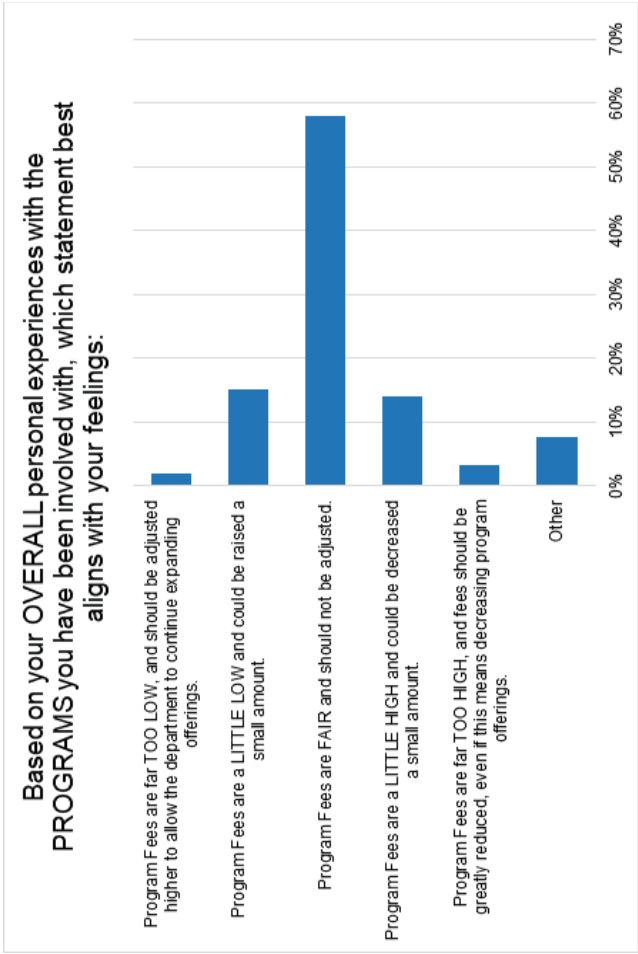
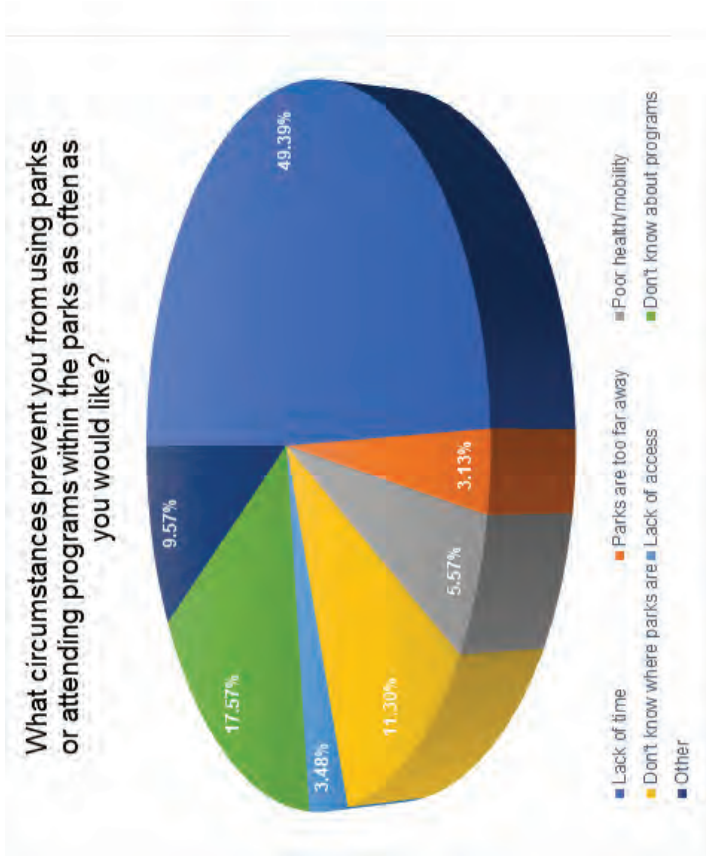


FIGURE 8: CIRCUMSTANCES THAT PREVENT RESIDENTS FROM UTILIZING PARKS OR PROGRAMS

Nearly 50% of Parker residents identify lack of time as the main reason for not utilizing parks and related programs.



MASTER PLAN WEBSITE

The master plan project team kept community members and stakeholders informed about the master plan process using a project website. The URL for the website is <http://go.iu.edu/ParkerMasterPlan>. The site launched in October 2017 and saw the most engagement during that month. It was accessed by more than 200 unique visitors during the planning process.

PUBLIC MEETINGS WITH COMMENT SESSION OR SURVEY

The public was also engaged during the developmental stages of the master plan via public meetings. Two general public meetings were held, one on September 13, 2017 at Town Hall and a second on December 7, 2017 at the Parker Recreation Center. These meetings and access to the community survey were heavily promoted using the Town of Parker's websites (www.ParkerOnline.org and www.ParkerRec.com); via the Parks, Recreation and Open Space Department and Town Facebook pages; and through the distribution of more than 500 flyers at open house events. Public comments were recorded and integrated into the needs assessment and action plan sections of this master plan.

A final public meeting was held during the Town Council study session meeting on January 22, 2018. Final edits to the master plan were completed after the study session.



2.2 BENCHMARK COMMUNITIES

INTRODUCTION & INCLUSION CRITERIA

Benchmarking is a vital process that allows organizations to compare their assets, programs, policies, and other criteria to those of peer organizations. Such comparisons are often used by agencies to evaluate themselves and, ultimately, plan better for growth and improvement. In this analysis, initial criteria were selected by Eppley Institute in conjunction with the Parker Parks, Recreation and Open Space Department. Additional points of interest were identified from data provided by the selected peer agencies and compiled for this report.

The Town of Parker is growing, and the Parks, Recreation, and Open Space Department is taking steps to meet its new and changing needs, including seeking accreditation. Anticipating the Town's future growth and with the Department's goals in mind, the master planning team sought to compare Parker to accredited organizations with above-average performance, specifically identifying agencies with one or more of the following accomplishments:

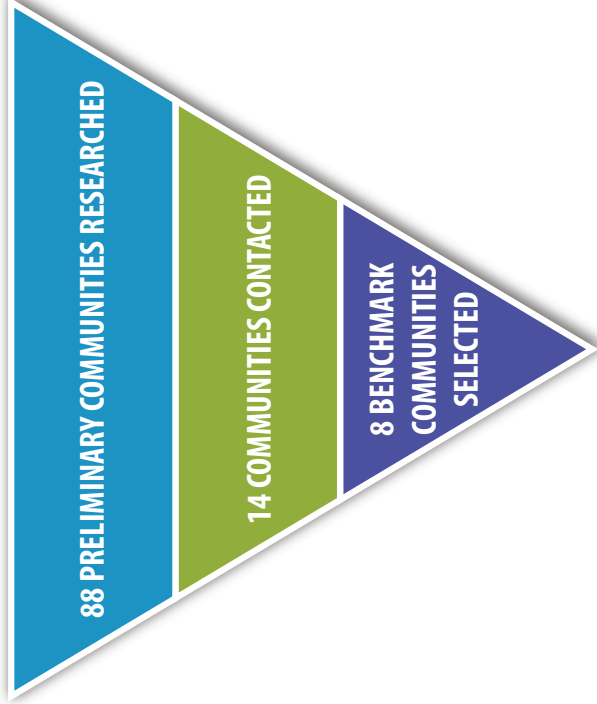
- CAPRA Accreditation
 - Accreditation from the Commission for Accreditation of Park and Recreation Agencies (CAPRA) represents the highest level of performance in the parks and recreation industry and is based on agencies' adherence to 151 rigorous standards. To achieve initial accreditation, agencies must meet all 37 Fundamental Standards and at least 108 of the 114 Non-Fundamental Standards. At present (that is, at time of publication), there are only 166 CAPRA-accredited park and recreation agencies in the United States which equates to less than 2% of all park and recreation agencies.

- NRPA Gold Medal
 - Each year, the National Recreation and Park Association (NRPA) presents its Gold Medal award to outstanding agencies, with different agency classes based on population. According to NPRA's description of the selection process, recipients are chosen for demonstrating "excellence in long-range planning, resource management, and innovative approaches to delivering superb park and recreation services with fiscally sound business practices."
 - Parker, with a population of 48,442 (American Community Survey 5-year Estimate, 2016), falls into Class IV (populations of 30,001-75,000). The Town of Parker was awarded NRPA Gold Medals in 2000 and 2011, indicating the long-term success of the Department.
 - To increase the reach of this analysis, communities in adjacent classes (Class III [population 75,001-400,000] and Class V [population less than 30,000]) were also considered.

Furthermore, inclusion criteria for the initial selection of peer agencies also included the following:

- Service area population: Although we sought communities with similar or slightly larger populations, we also included smaller communities when appropriate, especially when seeking comparable local Colorado communities.
- Size and location of metropolitan area: Because Parker is considered an outer suburb of Denver, a metropolitan area of over 2.8 million people, potential peer communities were assessed for their adjacency to a major metropolitan area. Such communities possess characteristics different from urban centers and rural areas.

PEER CITY SELECTION PROCESS



Using these criteria, 88 agencies were initially identified. This list was then narrowed down in consultation with Parker Parks, Recreation and Open Space Department officials. Additional inclusion criteria included management of aquatic centers, management of recreation centers, and sources of funding. Ultimately, 14 agencies across the U.S. were asked to complete a survey of approximately 25 questions. Given the short timeframe for data collection and the limited resources of agencies we contacted, we set a goal of five to seven communities for inclusion in the report. Participation exceeded this goal, and we were able to include the following eight agencies in the final analysis:

- Allen Parks and Recreation Department (Allen, Texas)
- Alpharetta Recreation and Parks Department (Alpharetta, Georgia)
- Carmel Clay Parks and Recreation (Carmel, Indiana)*
- Castle Rock Parks and Recreation Department (Town of Castle Rock, Colorado)
- Georgetown Parks and Recreation Department (Georgetown, Texas)
- Golden Parks and Recreation Department (Golden, Colorado)
- Lee's Summit Parks and Recreation (Lee's Summit, Missouri)
- Novi Parks, Recreation and Cultural Services Department (Novi, Michigan)

* Established through an Interlocal Cooperation Agreement between the City of Carmel and Clay Township

BENCHMARK CITIES



To ensure consistent comparison across communities, data from the 2016 American Community Survey 5-year Estimates were used. We acknowledge that these figures may not be as precise as the decennial census (last conducted in 2010) or as up-to-date as local calculations. However, the American Community Survey allowed us to strike a balance between these two concerns, as the data were recent as well as standardized.

In the analysis below, the Town of Parker can be compared to each individual agency and also to the descriptive statistics of the comparison groups. Specifically, we calculated the mean (“average”) and the median (“middle”), when applicable. In instances where the collective data roughly follows a normal distribution, the average of the data points best represents the selected criterion. However, in the case of outliers—that is, when individual

figures do not fit normally with the rest of the given data—the median provides a better snapshot, as it represents the midpoint of the sample. In the tables below, it is also important to note that Parker’s data is not included in the highest and lowest values (shown by “↑ Highest value of peer agencies” & “↓ Lowest value of peer agencies”), which are indicated **only** for peer agencies.

Survey participants also returned qualitative data in the form of self-descriptions; these descriptions are also provided for analysis. Data points are only as accurate as the information provided by each agency. Data collection was completed between November 2017 and January 2018. It is important to remember that despite our best attempts to standardize data, agencies may report figures differently, especially across different states or regions. The selected peer communities represent communities across

PEER COMMUNITY CHARACTERISTICS

Table: Population and Demographic Characteristics of Peer Communities

	Service Area Population	Land Area in Square Miles	Population per Square Mile	Median Income ("Middle") (Dollars)	Mean Income ("Average") (Dollars)	Median Age (Years)
Parker, CO	48,442	20.48	2,365	\$101,969	\$113,806	35.0
Golden, CO	20,268↓	9.92↓	2,043	\$59,028	\$88,098	30.7↓
Castle Rock, CO	53,789	33.79	1,592	\$93,153	\$110,445	34.6
Novi, MI	58,233	30.26	1,924	\$86,193	\$114,144	38.8
Georgetown, TX	59,436	47.86	1,242↓	\$64,256	\$81,295	47.0↑
Alpharetta, GA	63,013	26.91	2,342	\$93,613	\$123,728	37.4
Carmel, IN	86,940	47.46	1,832	\$106,546↑	\$144,480↑	39.7
Lee's Summit, MO	94,257	63.35↑	1,488	\$55,322↓	\$77,866↓	38.2
Allen, TX	94,710↑	26.29	3,603↑	\$102,215	\$122,963	35.6
Benchmark Average	66,331	35.73	2,008	\$82,541	\$107,877	37.8
Benchmark Median	61,225	32.03	1,878	\$89,673	\$112,295	37.8

↑ Highest value of peer agencies

↓ Lowest value of peer agencies



the U.S., spanning the West, South, and Midwest regions. The largest community, Allen, Texas, had a 2016 population estimate of 94,710, while the smallest community, Golden, Colorado, had 20,268 residents in 2016. The average population of the benchmark cities was 66,331, higher than Parker's population, and thus a good picture of what Parker might plan for as it continues to grow. Throughout this analysis, peer cities will be listed in order of increasing population as shown above.

Residents within the Town of Parker are slightly younger and more affluent compared to peer communities.

Figures for population and income were taken from the 2016 American Community Survey 5-year Estimates. Metropolitan areas and associated populations were taken from the Metropolitan Statistical Area 2016 Estimates (U.S. Census Bureau). Land area figures were taken from the 2010 Census Quick Facts.

Table: County, Metro, and State Characteristics

	County	County Population	Metro Area	Metro Population	State	State Population
Parker, CO	Douglas	314,238	Denver-Aurora-Lakewood	2,853,077	CO	5,359,295
Golden, CO	Jefferson	558,810	Denver-Aurora-Lakewood	2,853,077	CO	5,359,295↓
Castle Rock, CO	Douglas	314,238	Denver-Aurora-Lakewood	2,853,077	CO	5,359,295↓
Novi, MI	Oakland	1,235,215↑	Detroit-Warren-Dearborn	4,297,617	MI	9,909,600
Georgetown, TX	Williamson	460,619	Austin-Round Rock	2,056,405	TX	26,956,435↑
Alpharetta, GA	Fulton	996,757	Atlanta-Sandy Springs-Roswell	5,789,700	GA	10,099,320
Carmel, IN	Hamilton	303,042↓	Indianapolis-Carmel-Anderson	2,004,230↓	IN	6,589,578
Lee's Summit, MO	Jackson ¹	683,643	Kansas City	2,104,509	MO	6,059,651
Allen, TX	Collin	886,633	Dallas-Fort Worth-Arlington	7,233,323↑	TX	26,956,435↑
Benchmark Average	-	679,870	-	3,648,992	-	12,161,201
Benchmark Median	-	621,227	-	2,853,077	-	8,249,589

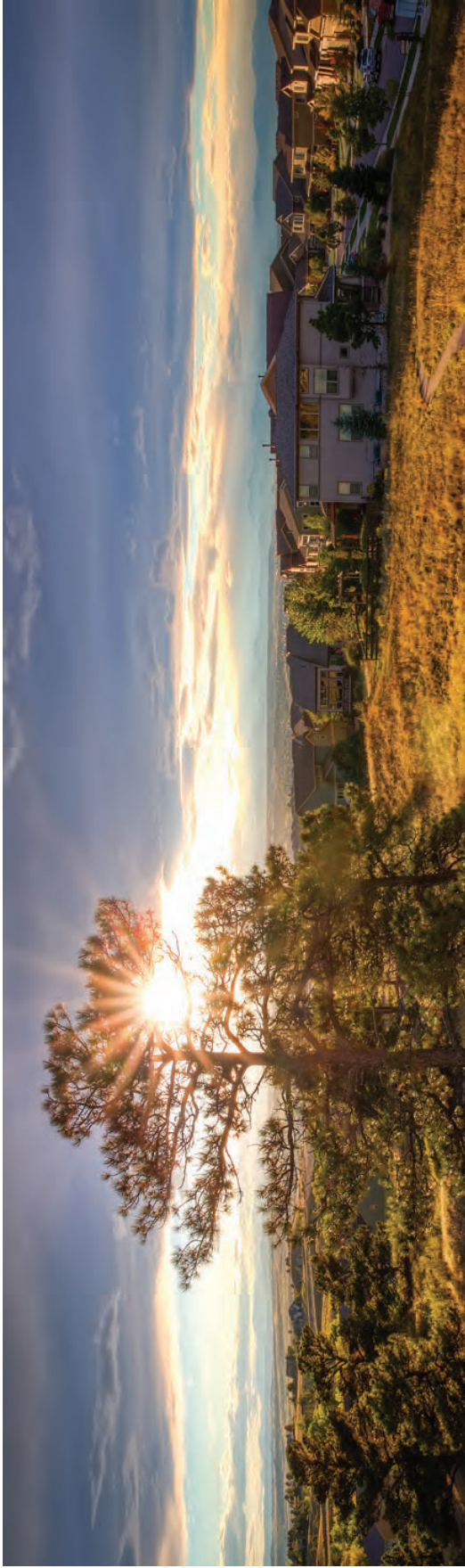
¹ Highest value of peer agencies

[↓] Lowest value of peer agencies

¹ Lee's Summit, MO, spans two counties, Jackson (population listed above) and Cass (population 101,324, excluded from analysis)

As described in the methodology above, we opted to survey communities in the outer-ring suburbs of major metropolitan areas. The benchmark average of 3.6+ million residents in the metro-

politan area is slightly above the metro-Denver population of 2.8 million residents in 2016, but similar comparisons can be made across county and state populations as seen in the graph above.



AGENCY CHARACTERISTICS AND STAFFING

Table: Baseline Characteristics of Peer Agencies

	Total Number of Parks	Total Acres Managed by Agency	Total Park Acres per 1,000 population	CAPRA Accreditation	NRPA Gold Medals
Parker, CO	14	1,168 ⁴	24.1	In Progress ⁸	2011, 2000
Golden, CO	25	565 ⁵	27.9	Yes	2010
Castle Rock, CO	21	3,331 ^{1 6}	61.9 [↑]	Yes	2012
Novi, MI	19 ¹	1,300	22.3	Yes	No
Georgetown, TX	29	480 [↓]	8.1	No	1999
Alpharetta, GA	16 ²	832	13.2	Yes	No ⁹
Carmel, IN	14 ^{↓ 3}	556 ⁷	6.4 [↓]	Yes	2014
Lee's Summit, MO	32	1,204	12.8	Yes	2010
Allen, TX	56 [↑]	1,187	12.5	In Progress ⁸	2016
Benchmark Average	26.5	1,182	20.6	Yes: 6/8 No: 2/8	
Benchmark Median	23.0	1,010	13.0	-	-

[↑] Highest value of peer agencies

[↓] Lowest value of peer agencies

¹ Includes 11 developed parks, 3 facilities, 2 undeveloped parks, and 3 conservation/preservation areas.

² Includes both active and passive.

³ Accessed from agency's website.

⁴ Includes open space as calculated by Eppley Institute; does not include 133 acres of HOA managed parks noted in other sections of the master plan.

⁵ Accessed from Golden Park and Recreation Master Plan Update 2016

⁶ Includes 2,278 acres of open space and 603 acres of parks; accessed from agency's website.

⁷ Approximately 35% of parkland is developed and open to public use; remaining parkland is preserved in a natural state. These properties are managed but require significantly less maintenance than areas open to public.

⁸ Accreditation process in progress.

⁹ 2017 Finalist

The following definitions were provided to peer agencies on the survey:

- Total Number of Parks: parks managed by your agency and open for public use.
- Total Acres Managed by Agency: total acres open for public use.

Directly comparing information such as total acres managed by an agency does not provide a full picture of how much parkland is available to residents, as it does not take into account the service area population (i.e., how many residents share use of that parkland). Computing total park acres per 1,000 population, therefore, provides a more useful figure when comparing agencies. While the Town of Parker manages slightly fewer acres than the benchmark average, it manages a much higher proportion per 1,000 population, surpassing the benchmark me-

dian. Only one peer agency reported higher figures (Castle Rock). These differences are mainly due to terrain and each community's available developable land. While Parker has many acres available for residential, commercial, and open space development, Castle Rock's mountainous topography prevents residential and commercial development and makes much of its land usable only as open space, making its proportion of open space acres per 1,000 residents much higher than Parker's.

As noted in the introduction to this section, CAPRA accreditation and NRPA Gold Medals were the first inclusion criteria determined to indicate successful agencies. All eight peer communities have earned at least one of these recognitions, and half of them currently have both designations.



Table: Staffing Levels of Peer Agencies

	Number of Full-Time Employees	Population per Full-Time Employees	Part-Time Employees (Full Time Equivalents)	Part-Time Employees (Number)
Parker, CO	44	1,101	97.6	442 ^{1,2}
Golden, CO	47	431↓		318 ¹
Castle Rock, CO	44	1222		416↑ ^{1,2}
Novi, MI	12↓	4,853↑		75 ^{1,3}
Georgetown, TX	42	1,415	11	
Alpharetta, GA	51	1,236	2↓	60+↑ ¹
Carmel, IN	65	1,338	273.5↑	~400 ¹
Lee's Summit, MO	42	2,244		
Allen, TX	153↑	619	69.17	
Benchmark Average	57.0	1,670	-	-
Benchmark Median	45.5	1,287	-	-

↑ Highest value of peer agencies
↓ Lowest value of peer agencies
¹ Indicates inclusion of part-time and/or seasonal employees.
² This number fluctuates significantly depending on the time of year.
³ Varies by season due to summer camps

In organizations of all shapes and sizes, variability exists in human resources. Peer agencies track staffing levels differently and did not provide a consistent benchmark. However, even from the incomplete data, we can infer that Parker outpaces its peers in terms of providing jobs to over 440 part-time employees. In Parker, there is one full-time employee for every 1,101 residents. This proportion is smaller than benchmark averages, suggesting a higher level of service provided to the Parker community.

AGENCY BUDGETS

Table: Review of Peer Agencies' Budgets

	Total Operating Budget	Operating Budget per capita	Percent of Budget from Fees and Charges	Percent of Budget from Taxes	Percent of Budget from All Other Sources	Overall Cost Recovery Rate ¹	Cost Recovery Rate from Recreation Programming Only
Parker, CO	\$9,975,766 ²	\$205.93	54%	46%	0%	54%	87%
Golden, CO	\$11,747,033 ⁴	\$579.59 ¹⁷	10% ¹⁷	80% ⁷	11% ⁷	56%	80%
Castle Rock, CO	\$14,714,374 ³	\$273.56	48%	19% ↓	33% ↑		84%
Novi, MI	\$3,722,270 ↓	\$63.92 ↓	53%	33%	14%	71%	64% ↓
Georgetown, TX	\$6,952,686	\$116.98	31%	69%	0% ↓	31% ↓	81%
Alpharetta, GA	\$8,987,223	\$142.62	n/a ²	100% ↑	n/a ²	n/a ²	-
Carmel, IN	\$11,780,919 ³	\$135.51	83% ↑	22%	1%	84%	107%
Lee's Summit, MO	\$8,650,039	\$91.77	54%	37%	9%	106% ↑	122% ↑
Allen, TX	\$26,596,433 ¹⁶	\$280.82	42%	43%	14%	56%	77%
Benchmark Average	\$11,643,872	\$210.60	46%	50%	12%	67%	88%
Benchmark Median	\$10,367,128	\$139.07	48%	40%	11%	63%	81%

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Each agency calculates this differently.

² "Municipal agency department;" excluded from analysis.

³ FY-2016

⁴ FY-2017

⁵ Based on 2016 NRPAParks Matrix stats.

⁶ FY-2018 Adopted Budget.

⁷ Jurisdiction revenue source, not just the department.

The following definitions were provided to peer agencies on the survey:

- Total Operating Budget: from ALL sources
- Percent of Budget from Fees and Charges: all fees and charges; programs, rentals, contract fees
- Percent of Budget from Taxes: commonly property and/or local option income tax
- Percent of Budget from All Other Sources: for example, food and beverage, operations or capital, unrestricted, etc.
- Overall Cost Recovery Rate: including direct (salary, equipment), indirect, and overhead
- Cost Recovery Rate from Recreation Programming Only: for example, user fees for adults and kids' programs, children's camps. Please specify.

One of the major benefits of surveying communities both within Colorado and throughout the U.S. is seeing the variation in approaches to parks and recreation budgeting. In our analysis, we standardized budget-related data to the greatest extent possible, but it is important to note that every municipality operates differently. Under operating budget per capita, Parker is in line with the benchmark average and surpasses the median. Parker generates a higher percent of its budget from fees and charges than the benchmark average. The Town's cost recovery rate for recreation programming is impressive: only two of the communities surveyed, Carmel and Lee's Summit, have higher cost recovery rates.

AGENCY REVENUE

Table: Revenue Sources of Peer Agencies

	Revenue from Facilities/ Pavilion Rentals	Revenue from All Programming	Revenue from Other Sources	Total Revenue Reported	Reported Revenue/Capita
Parker, CO	\$2,657,062	\$2,772,450	\$365,800	\$5,795,312	\$119.63
Golden, CO	\$241,150 ¹	\$1,747,6723	\$5,001,868 ⁷	\$6,990,690	\$344.91 ↑
Castle Rock, CO	\$236,624	\$950,477 ↓	\$42,000 ↓	\$1,229,101 ↓	\$22.85 ↓
Novi, MI	\$91,464 ↓	\$2,399,836	\$150,226	\$2,641,526 ⁸	\$45.36
Georgetown, TX	\$110,000	\$1,040,000 ⁴	\$860,000	\$2,010,000 ⁹	\$33.82
Alpharetta, GA	\$346,000 ²	\$1,347,500	\$844,900 ⁵	\$2,538,400 ¹⁰	\$40.28
Carmel, IN	\$5,720,418 ↑	\$4,057,196	\$79,4366	\$9,857,050 ¹¹	\$113.38
Lee's Summit, MO	\$2,979,698	\$1,161,989	\$120,500	\$4,262,187 ¹²	\$45.22
Allen, TX	\$1,154,648	\$6,989,574 ↑	\$5,822,885 ↑	\$13,967,107 ↑	\$147.47
Benchmark Average	\$1,360,000	\$2,461,781	\$1,615,227	\$5,437,008	\$99.16
Benchmark Median	\$293,575	\$1,547,586	\$497,563	\$3,451,857	\$45.29

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Includes: ball field rental/pavilion rental/Sports Complex rentals.

² Fields/Courts, Buildings, Equestrian Center.

³ Programming is any program that involves pre-registering

⁴ Programs, camps, swim lessons, outdoor adventure programs, tennis lessons, sports leagues.

⁵ Recreation Center programs, Athletics Adult Activity Center programs/trips.

⁶ Extended School Enrichment (before & afterschool program, summer camps).

⁷ Pro Shop, Concessions, RV Campground, cemetery, museums, golf, donations, museum collections

⁸ Sponsorships, grants, and gate fees.

⁹ Rec center memberships and pool admissions

¹⁰ Intergovernmental, non-resident, and event fees.

¹¹ Dog park, shelter rentals.

¹² Sponsorships, community wellness program.

The following definitions were provided to peer agencies on the survey:

- Revenue from all programming: All programming (recreation, environmental education, etc.). Please provide your definition of what is including in "Programming."
- Revenue from other sources: For example: sponsors, grants, partnerships, gate fees, etc. Please indicate amount and cite the source. We realize there is no standardization in the industry for this type of bookkeeping. Please provide revenue breakdown as best you can.

Continuing on the theme of variation between communities, each agency generates revenue in unique ways. While Parker generates more revenue through facilities/pavilion rentals and all programming, some agencies, such as Golden, bring in revenue via a variety of other sources. Combining reported revenue and using a per capita approach allowed us to better see variation among agencies. Only Golden and Allen generate more revenue per capita than Parker. For departments collecting revenue from just recreation facilities and programming, Parker represents the highest revenue per capita compared to benchmark communities.

AGENCY FACILITIES

Table: Overview of Facilities Managed by Peer Agencies

	Total Paved Trail Miles	Total Unpaved Trail Miles (Soft surface)	Aquatic Facilities (Indoor)	Aquatic Facilities (Outdoor) - Pools	Aquatic Facili- ties (Outdoor) - Splashpad/ Sprayground	Equine Facilities
Parker, CO	26	12	3	1	2	2
Golden, CO	24	100 ¹	2 ³	2	1	0
Castle Rock, CO	32	37	3 [†]	2	3	0
Novi, MI	3.6 [↓]	16.8 ²	0 [↓]	0 [↓]	0 [↓]	0
Georgetown, TX	7	2 [↓]	1	5 [†]	2	0
Alpharetta, GA	11.3	5.8	0 [↓]	1	0 [↓]	1 [†]
Carmel, IN	21	4	2 ⁴	1	4 [†]	0
Lee's Summit, MO	74	2 [↓]	3 ^{†5}	1	1	0
Allen, TX	65.8 [†]	2.3	2	1	1	0
Benchmark Average	29.8	21.2	1.6	1.6	1.5	0.1
Benchmark Median	22.5	4.9	2.0	1.0	1	0.0

[†] Highest value of peer agencies

[↓] Lowest value of peer agencies

¹ Nearly 100 miles of off-road trails and paths within one mile of the Golden city limit are owned and managed by the City of Golden or Jefferson County.

² 12.95 miles are at Lakeshore Park (10.11 for mountain biking)

³ One facility, two pools.

⁴ Monon Community Center includes activity pool and 6-lane, 25-yard lap pool

⁵ Legacy Park Community Center- 3 bodies of water: (1) Lap pool with slide, (2) zero depth kids play area with current, (3) hot tub

Facilities of interest include trails, aquatic facilities, equine facilities, and recreation centers. Trails provide excellent opportunities for physical activity, recreation, social interactions, and connectivity. Parker maintains 26 miles of paved trails, surpassing all communities below 90,000 residents with the exception of Castle Rock, Colorado. The benchmark average is higher than the median, mostly due to the exceptionally large trail systems in Lee's Summit, Missouri, and Allen, Texas.

With the exception of Novi, Michigan, all agencies surveyed manage either an indoor or outdoor aquatic facility or both. Pools and splash pads provide opportunities for either seasonal or year-round recreation and can appeal to all age groups and abilities. Equine facilities, however, are much more specialized; only Alpharetta, Georgia, and Parker, Colorado, include equine facilities under the parks and recreation umbrella.

RECREATION CENTERS

Table: Characteristics of Peer Agencies' Recreation Centers

	Recreation Centers	Total Square Feet of Recreation Centers	Sq. Ft. of Recreation Centers per Capita
Parker, CO	2 ¹	170,000	3.5
Golden, CO	1↓	71,483	3.5
Castle Rock, CO	2 ²	148,443	2.8
Novi, MI	3 ³	132,907	2.3
Georgetown, TX	1↓ ⁴	64,000↓	1.1↓
Alpharetta, GA	4 ⁵	66,844	1.1↓
Carmel, IN	1↓ ⁶	146,225	1.7
Lee's Summit, MO	3 ⁷	104,000	1.1↓
Allen, TX	8↑ ⁸	364,850↑	3.9↑
Benchmark Average	2.9	137,344	2.2
Benchmark Median	2.5	118,454	2.0

↑ Highest value of peer agencies

↓ Lowest value of peer agencies

¹ Parker Fieldhouse and Parker Recreation Center.

² Miller Activity Complex and Recreation Center.

³ Novi Civic Center, Meadowbrook Activity Center, Novi Ice Arena.

⁴ Indoor recreation center, not including tennis center and clubhouse.

⁵ Alpharetta Adult Activity Center, Alpharetta Community Center, Willis Park Recreation Center, and Crabapple Government Center.

⁶ Monon Community Center.

⁷ Legacy Park CC, Harris Park CC, Gamber Community Center.

⁸ Joe Farmer Recreation Center, Don Rodenbaugh Natatorium, Allen Senior Recreation Center, The Edge Visitor Center (youth), Allen Community Ice Rink, Allen Event Center, Blue Sky Sports Center (public/private partnership), Hydrous Wakeboard (public/private partnership).

This analysis of recreation centers and associated square footage provides an interesting look at regional trends. Parker and the two benchmarking agencies from Colorado maintain recreation centers at a much higher rate than most agencies.



AGENCY PROGRAMS

Table: Snapshot of Peer Agencies' Programming

	What percentage of your operating budget (direct) is dedicated to programming?	Key user groups that tend to need your services more than others
Parker, CO	45%	youth, senior adults, individuals with disabilities
Golden, CO	18%-20%	youth ⁸ , senior adults, swim team, pickle ball players, large private rental groups
Castle Rock, CO	18% ¹	senior adults, individuals with disabilities
Novi, MI	65%	youth, senior adults
Georgetown, TX	20%	senior adults ⁶
Alpharetta, GA	50% ²	youth ⁷ , senior adults
Carmel, IN	41% ³	youth ⁸ , individuals with dis- abilities
Lee's Summit, MO	7-84% ¹ ⁴	youth ⁷
Allen, TX	67% ⁵	youth ⁸ , senior adults
Benchmark Average/Composite	41%	Youth: 6/8 Senior adults: 6/8 Individuals with disabilities: 2/8

¹ Highest value of peer agencies

² Lowest value of peer agencies

³ This is of our Community Center Fund consisting of facility and programming revenue.

⁴ Does not include special events or equestrian center events.

⁵ Rec programs, before & afterschool program, and summer camps.

⁶ LSPR has several funds. The four funds identified are from the Recreation Division.

⁷ Figures are percentages of the FY18 budget.

⁸ For weight room instruction

⁹ Including youth sports and/or youth sport associations

¹⁰ Before and afterschool care or preschool

The following definitions were provided to peer agencies on the survey:

- What percentage of your operating budget (direct) is dedi-
cated to programming?: Please define your user groups and
breakdown by GROUP or TYPE. Please list as it appears in your
agency Recreation Plan or Strategy.
 - o Group examples:
 - Children:
 - Adults:
 - Seniors:
 - o Type examples:
 - Athletics:
 - Kids camps:
 - Environmental education:
- Key user groups that tend to need your services more than
others: For example: youth (for afterschool care, for in-
stance), seniors, etc.

The programmatic capacities of each agency vary according to fac-
tors such as budget, culture, and climate. The percentage of operat-
ing budget dedicated to programming, however, provides a snapshot
of how programs fit into an agency's plan. With 45% of its operating
budget dedicated to programming, Parker exceeds a benchmark
average of 41%.

Each agency also targets different populations, but we were able to
collect qualitative data on the different key user groups within each
agency. Overall, 75% of agencies surveyed included youth as key user
group, and 75% listed the senior, or older adult, population. Only 25%
of agencies listed individuals with disabilities as a key user group. Parker
targets all three of these groups in their programmatic offerings.

Through further analysis, various trends in programming were
evident across the peer agencies. In addition to traditional program-
matic offerings of youth and adult sports, enrichment activities, and
youth camps, three agencies identified dance and/or cultural activi-
ties as main areas of programming.



In terms of number of programs offered each year, Parker offers 3,260 programs annually. Comparatively, Golden offers 154 types of programs, Alpharetta offers 1,174 programs, Carmel offers 3,000 programs (one-third of which are group fitness programs), Lee's Summit offers 300 programs (with additional agreements in four youth sports), and Allen offers 1,851 programs. Both Alpharetta and Allen offer a large amount of community or special events each year, such as 134 equestrian and 139 other events each year managed by Alpharetta. A compilation of additional programming offerings is available upon request.

SUMMARY OF BENCHMARK ANALYSIS

Overall, the Town of Parker compares very well to benchmark communities, oftentimes surpassing larger, well-funded agencies. The areas needing improvement are described throughout the Needs Assessment and Analysis section and made actionable in the System Themes and Strategic Action Plan section of this master plan.

2.3 NEEDS ASSESSMENT AND ANALYSIS

COMMUNITY INVENTORY & ASSESSMENT

Access to parks, recreation opportunities, and open space has profound effects on the health of a community. According to the Colorado Health Rankings¹, Douglas County ranks first out of 58 Colorado counties in overall health outcomes and quality of life. According to countyhealthrankings.org, health-related quality of life is a “multi-dimensional concept that includes domains related to physical, mental, emotional and social functioning. It goes beyond direct measures of population health, life expectancy and causes of death, and focuses on the impact health status has on quality of life.” The Centers for Disease Control defines health-related quality of life as “an individual’s or group’s perceived physical and mental health over time.”

Table: Community Health Indicators Found on [countyhealthrankings.org](http://www.countyhealthrankings.org)

Topic	Douglas County	Colorado	Top U.S. Performers (top 10%)
Health Behaviors	1/58		
Adult obesity	17%	20%	26%
Physical inactivity	10%	14%	19%
Access to exercise opportunities	99%	91%	91%

Health and wellness are a nationwide concern, and parks, recreation, and community development services are part of the solution. In terms of health behaviors, Douglas County is the healthiest county in the state of Colorado. According to research, this statistic

¹ County Health Rankings & Roadmaps:

<http://www.countyhealthrankings.org/app/colorado/2017/rankings/douglas/county/outcomes/overall/snapshot>

is certainly attributed to the tremendous access to parks, recreation opportunities, and green space that Parker residents utilize. Results of the master plan community survey support this information: 90% of Parker residents said they would rate their general health as “excellent” or “good.” Similarly, when asked how many days during the last month they would rate their physical or mental health as poor, over 83% of Parker residents responded with only 0-3 days. Rates of adult obesity and physical inactivity are lower and access to exercise greater for Douglas County residents than for other Coloradoans as well as residents of other top-performing counties around the United States. These measures are all significantly and positively affected by the Parker Parks, Recreation and Open Space Department, whose facilities, programs, and events support residents working to improve or maintain healthy lifestyles. The Parker Parks, Recreation and Open Space Department offers a significant portion of Parker’s recreation and park opportunities, and as the community survey demonstrates, community members understand the Department’s important role in promoting community health and want to ensure the Department continues to expand this role. It is a critical component of keeping the Town of Parker healthy and able to serve the needs of its residents. Ensuring that Douglas County—and by extension, Parker—remains a healthy place to live is intertwined with the Department’s success for years to come.

While the Parks, Recreation and Open Space Department offers most of the park and recreation services in Parker, it is not the only provider in the community. Organizations from the public, private, and nonprofit sectors all play a role in offering the wide range of programs and facilities Parker residents enjoy. A full list of Town of Parker recreation facility and service providers can be found in Appendix D. Below is a brief description of Parker’s largest providers.

OTHER PARK AND RECREATION PROVIDERS

HOA Neighborhood Parks

The Town of Parker has long utilized a growth management and park development philosophy that encourages growth to pay its way. By working with residential developers and homeowners associations (HOAs) to ensure standards for parks, trails, and open space are met in each of its neighborhoods, Parker promotes an equitable and widespread distribution of amenities. HOAs are responsible for the development and maintenance of their parks, thereby minimizing the financial burden on the Town. The HOA neighborhood parks are open to the public and include playgrounds, open space, benches, picnic tables, outdoor pools, courts and other amenities that provide recreational outlets and promote social gatherings. This approach has resulted in a comprehensive public and private network of uniquely interconnected parks and trails equally distributed throughout the Parker community.

School Systems

The Douglas County School District administers many sports fields and playgrounds designed for students from kindergarten through 12th grade. Programs include sports such as football, baseball, softball, and soccer. The District also utilizes facilities operated by the Town for its programs. For example, area schools utilize the Recreation Center aquatic space for swim practice and swim meets. Additionally, some students who participate in sports at their schools play on traveling teams that use facilities administered by the Department.

Douglas County Parks, Trails and Building Grounds²

The Douglas County Park and Trails Department's mission is to serve as stewards for resource management by providing the design, development, maintenance, and patrol of all Douglas

County local and regional parks and regional trail systems. Its priorities are to maintain local and regional parks as well as regional trails. The primary Douglas County facility in Parker is Challenger Regional Park which is located on Lincoln Avenue adjacent to the Parker Recreation Center. This facility serves Town residents and complements Town facilities with open space, parking and a large complex of fields for active recreation.

Private Health Clubs and Gyms

Parker has a variety of private health clubs and gyms where members pay annual or monthly fees to use the facilities. Such private facilities include 20 Mile Crossfit, 9Rounds Fitness, Farrell's eXtreme Bodyshaping, Fit36Parker, Fitness Together, Generation Fitness, Group X Fitness Club, Lifetime Fitness, Orangetheory Fitness, XS Crossfit, and many others. While Parker's private facilities offer a range of services, most provide exercise equipment, weights, and personal training and do not offer sport or recreation programs.

Other

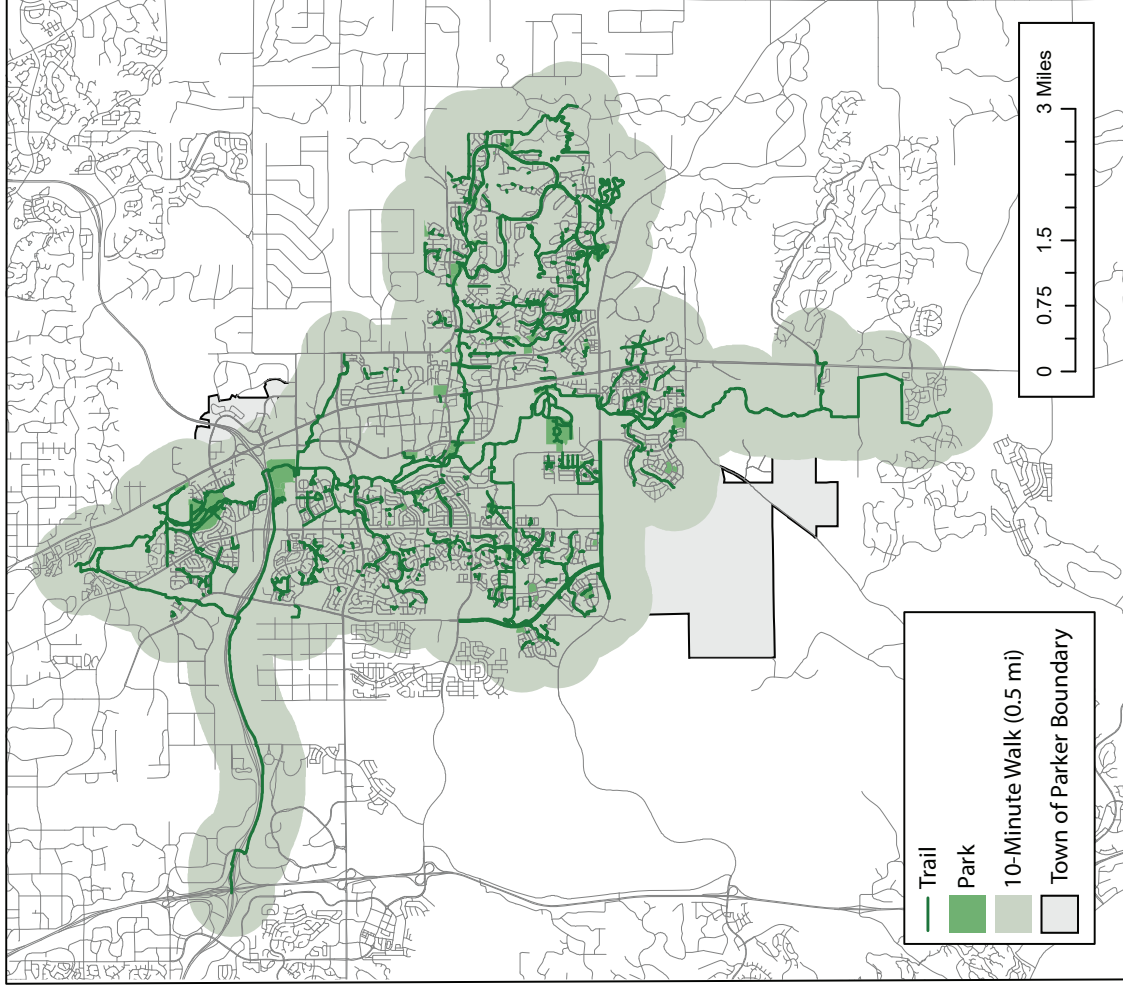
There are many independent clubs that organize sporting events using department facilities and those of other recreation providers throughout Parker. Some examples include:

- Parker Tennis, a long-time collaborator with the Department, is partnering to build a new tennis center in Parker. When complete, the center will offer lessons based on age and skill level.
- Private sports fields (including Cottonwood West Park and Cottonwood East Park) that offer multiple special use areas including baseball fields, soccer fields, and volleyball courts.
- Martial arts providers that offer services for young children and adults.

² Douglas County Parks Trails & Building Grounds: <http://www.douglas.co.us/government/departments/parks-trails-building-grounds/>

PARK CLASSIFICATIONS AND LEVEL OF SERVICE STANDARDS

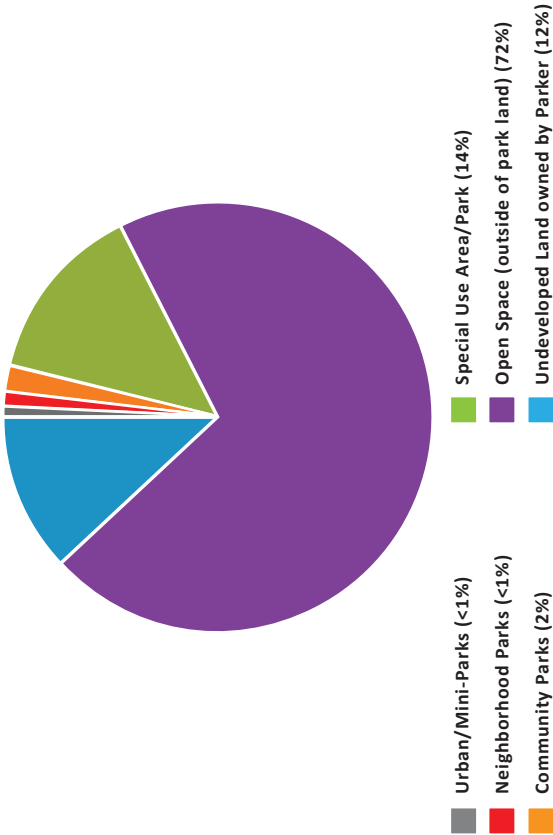
The Town of Parker oversees more than 1,000 acres of parkland, open space, and trails and offers thousands of events and programs for Parker residents of all backgrounds, ages, and abilities. The Parks, Recreation, and Open Space Department is responsible for managing, operating, and maintaining complex assets within the parks and recreation system. The assets managed by the Department include 38 miles of multi-use trails, one outdoor and one indoor pool facility, 24 pavilions/gazebos/patios, eight playgrounds, one recreation center, one fieldhouse, one skate park, one dog park, and multiple sports facilities including basketball courts, pickleball courts, tennis courts, volleyball courts, ball diamonds, a disc golf course, and multi-use fields. In this section, the Parker park and recreation system will be broken down into park classifications and a level of service standard for each classification will be described. As a part of its commitment to responsible management, the Department adheres to a level of service that is responsive to the Town's current needs, future growth and the high expectations of residents.



Residents of Parker: Access to Parks, Trails, and Open Space within a 10-minute Walk

PARKLAND

LEVEL OF SERVICE (LOS) STANDARDS



The park and recreation needs of a community are expressed through a level of service (LOS) analysis. Numeric LOS metrics are most commonly used when analyzing parkland and recreation facilities and express acreage or availability in per capita terms. However, effective assessments of recreation programming and parkland often rely more heavily on other factors, such as programming trends and unique characteristics of the community. LOS standards will change over time as the Town of Parker grows and changes. In this master plan, the National Recreation and Park Association (NRPA) Level of Service Standards are used as guidelines that define a service area based on population and the resources that support parks, facilities, and amenities. Every community has a unique set of service standards that fit its community profile. In the tables included in this section, the recommended LOS based on local service area represents an adjusted level of service based on the unique characteristics of Parker, programming trends in the community, and the goals of the Town.

Table: Town of Parker Park Classifications and Acreage Totals

Park Classification	Current Acres/Miles
Urban/Mini-Parks	6.7 Acres
Neighborhood Parks	9.8 Acres
Community Parks	19.8 Acres
Special Use Areas/Parks	158.4 Acres
Open Space (Outside of Parkland)	837.1 Acres
Undeveloped Land Owned by Parker	137 Acres
Total Acres Managed by Town of Parker	1,168.8 Acres
Portion of Multi-Use Trails Managed by Parker	38 Miles
Private Parks/HOA Parks w/in Town of Parker Limits	133 Acres

Park systems generally provide their communities with a wide array of diverse settings for many uses, and this is the case for the Town of Parker. As a part of this needs assessment, a park classification system based on industry best practices, community engagement, and benchmark research has been developed for the Town of Parker in order to measure the development of an equitable system of parks for its residents. This classification system will be explained in greater depth in the remainder of this section and includes the following park types: Urban/Mini-Parks, Neighborhood Parks (including HOA Neighborhood Parks), Community Parks, Special Use Parks/Ar-eas, Multi-Use Trails, Undeveloped Land, and Open Space. The map on this page depicts the service area managed by the Town of Parker and shows the Town’s developed parkland, including Urban/Mini-Parks, Neighborhood Parks (including HOA Neighborhood Parks), Community Parks, and Special Use Parks/Areas. Based on level of service mapping, Town of Parker residents have excellent access to a variety of parkland, trails, and open space.

Urban/Mini-Parks

- *Living Wheel Park*
- *Preservation Park*
- *Sulphur Gulch Fitness Park*
- *Twenty Mile Historic Park*

Neighborhood Parks

- *Discovery Park*
- *McCabe Meadows*

Special Use Areas/Parks

- *Bar CCC Park*
- *USMC CPL David M Sonka Dog Park and Westcreek Disc Golf Course*
- *Iron Horse Park/Slemmer Barn*
- *Railbender Skate and Tennis Park*
- *Salisbury Sports Complex & Equestrian Park*
- *Stroh Ranch Soccer Park*
- *Tallman Meadow Park*

Community Parks

- *Auburn Hills Community Park*
- *O'Brien Park & H2O'Brien Pool*

Underdeveloped Parkland

- *Fieldhouse (property to the west)*
- *Reata West*
- *Salisbury Park North*

Portions of Multi-Use Trails Managed by Parker

- *Cherry Creek*
- *Sulphur Gulch*
- *Tallman Gulch*
- *Cottonwood Trail*

PARKLAND AND OPEN SPACE CLASSIFICATIONS & CURRENT LEVEL OF SERVICE

Urban/Mini-Parks

Parker's park system includes four urban parks, also known as mini-parks. These parks serve residents living or working within a quarter-mile walking distance. Urban parks are the smallest park classification and provide surrounding residences, offices, and commercial buildings with open space, which research has shown promotes health and wellness. They serve limited, typically individual, daily needs and occasional group needs.

There is some programming at these parks; however, the majority of use is unscheduled. Urban parks provide benches and limited shelter where people might enjoy a meal. Urban parks can also provide landscape as a buffer for surrounding roads and land use; passive recreational areas for senior citizens and others that include walking paths, benches, gardens, picnic tables, quiet areas, and outdoor picnic areas with small shelters; and small parking lots.

Table: Town of Parker Urban/Mini Park LOS

Current # Acres	Current LOS based upon population*	2022 LOS**	Recommended LOS Based on Local Service Area
6.7	0.14	0.12	0.20

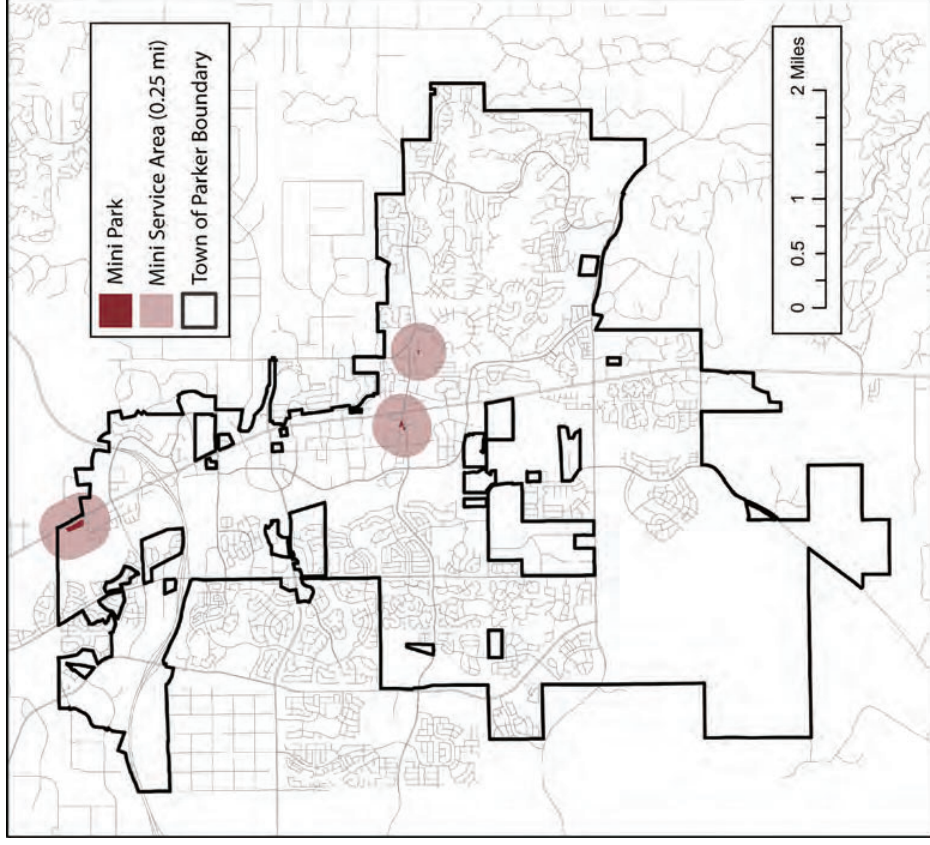
National Recreation and Park Association Standard: 0.25-0.50 acres

* Unless otherwise specified, LOS is presented as per 1,000 residents and based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

Urban/Mini-Park LOS Summary:

- The utilization and development of urban/mini-parks has not been a focus for the Town of Parker. The Town has followed the principle that these smaller spaces are better managed by private entities and have prioritized funds for the development and maintenance of larger, more economically valuable parkland.



- As land becomes available or is dedicated to the Town, the Department will consider incorporating additional urban park space in order to increase the LOS in this park classification.
- A potential focus area for urban/mini-parks is the Main-street Corridor between Twenty Mile and Pine Drive as well as areas planned for future higher intensity development.

Neighborhood Parks

Neighborhood parks can provide focal points for neighborhood identities, gathering places for friends and family, opportunities for informal play, and natural settings for quiet reflection close to home. These parks typically range from five to 25 acres in size and are usually located within walking distance of neighborhood residences (i.e., within a half-mile radius). Many of Parker’s neighborhood park needs are met by homeowners associations (HOA) properties and various private parks. Please see the HOA Neighborhood Parks section in the following pages for additional information.

Neighborhood parks provide a wide variety of recreational opportunities in residential areas. They can include spaces and facilities for the active recreational pursuits of children, teenagers, and young adults as well as quiet, landscaped areas where older residents can relax with their families. Neighborhood parks also act as buffers to residential settings.

Table: Town of Parker Neighborhood Park LOS

	Current # Acres	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
Parker Neighborhood Parks	9.8	0.20	0.18	0.20
HOA Neighborhood Parks	133	2.76	2.47	n/a
TOTAL	142.8	2.95	2.65	2.50

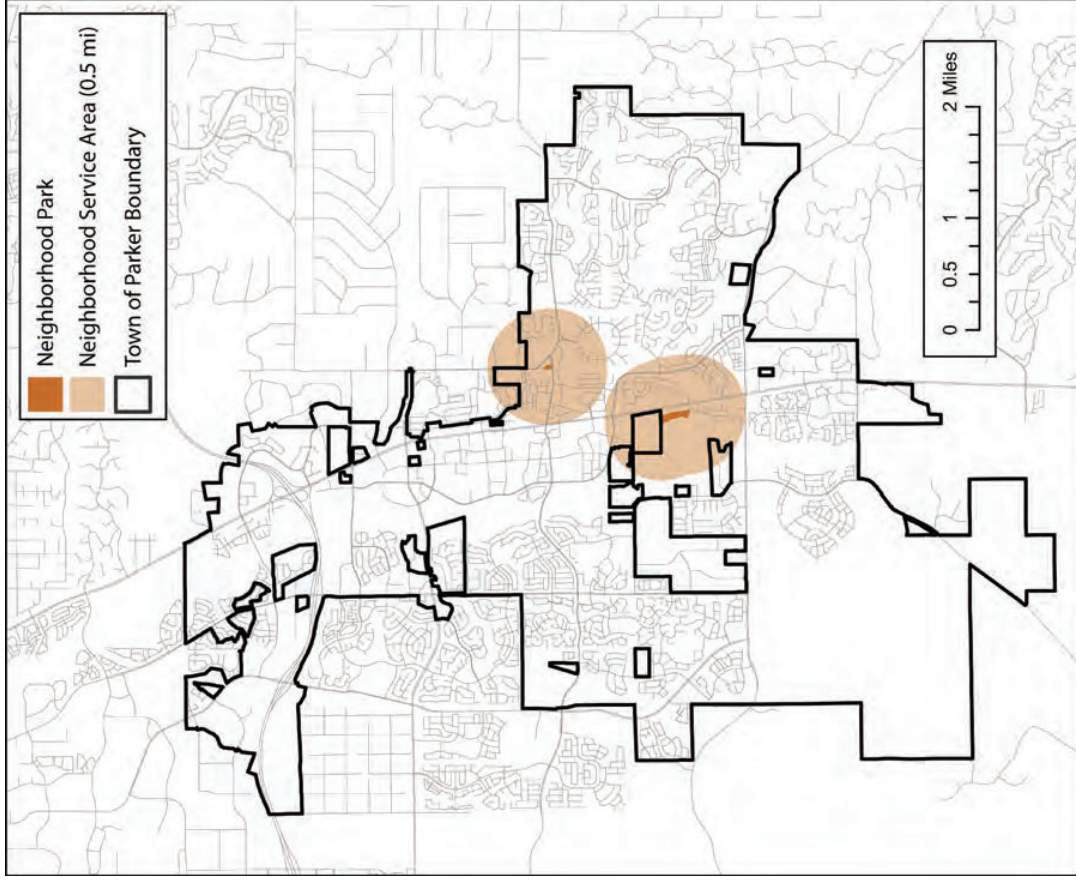
National Recreation and Park Association Standard: 1.00-2.00 acres

* Unless otherwise specified, LOS is presented as per 1,000 residents and based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

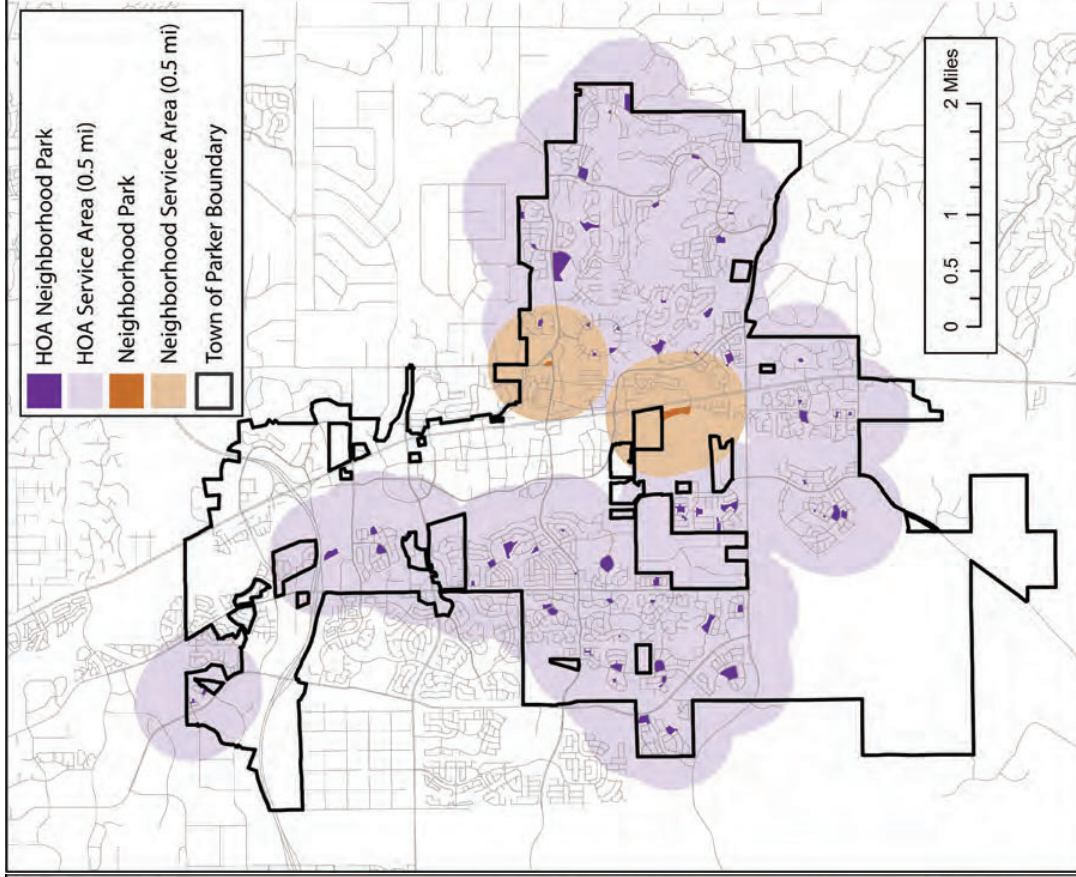
** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

Neighborhood Park LOS Summary:

- The LOS for neighborhood parks cannot be accurately analyzed without considering the enormous contribution HOA neighborhood parks make to the Parker community. As of December 2017, there were 133 acres of HOA neighborhood parks in Parker.
- In terms of access to parkland, HOA neighborhood properties significantly contribute to Parker’s LOS, bringing the 2022 neighborhood park LOS to 2.65 acres per 1,000 residents (not including the planned new property developments discussed below). This LOS is significant because it significantly exceeds the NRPA Neighborhood Park Standard of only 1.00-2.00 acres per 1,000 residents (a standard determined by a review of the most well-resourced, well-funded parks and recreation departments in the country).
- There are currently seven planned parks in the Hess Ranch and Anthology North properties, bringing their neighborhood park acreage to 87.7 acres and 47.5 acres, respectively. These parks will be established in addition to the open space (626 acres) also planned for the properties. The development of these two properties will raise Parker’s neighborhood park LOS to 5.2, based on 2022 population estimates.
- The unique approach the Town of Parker has taken with housing developers through the Land Development Ordinance process of establishing at least seven and a half acres of parkland per 1,000 new residents has resulted in a comprehensive network of uniquely interconnected neighborhood parks and trails equally distributed throughout the community.
- When reviewing the neighborhood and HOA neighborhood park maps below, it is apparent that access to neighborhood parkland is not an issue in the Town of Parker.
- Given the importance of HOA neighborhood parks to the Town’s level of service, the issues of accessibility, improvements and maintenance should be monitored as these facilities age.



Town of Parker Neighborhood Park Service Area



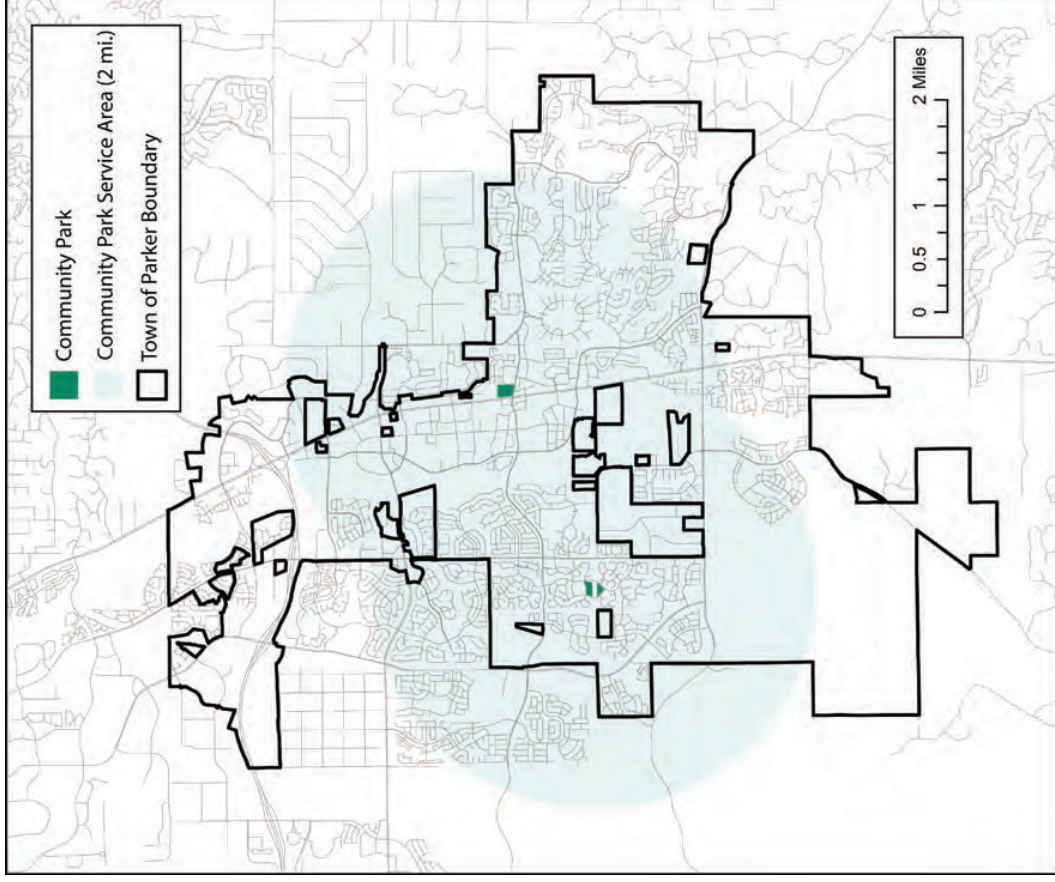
Town of Parker Neighborhood & HOA Park Service Area

Community Parks

Community parks are larger than neighborhood parks and generally include a mix of active and passive park areas and active recreation facilities. Community parks provide space for those recreational activities that serve a wider population than the surrounding neighborhood and are intended to serve several neighborhoods within a larger geographic area of the city.

These parks typically range from 20 to 100 acres in size and provide a balance of natural environments and developed facilities. Physical features in community parks include fields for baseball, softball, soccer, football, and other sports that are scheduled for leagues and tournaments. Community parks also often provide tennis courts and multipurpose courts for basketball, volleyball, and handball. Other amenities may include playgrounds, picnic shelters, tables, paths, and off-street parking lots.

Although community parks are larger in size and broader in purpose than neighborhood parks, they can meet the need for close-to-home parks much like neighborhood parks do. However, their focus is on meeting the recreation needs of several neighborhoods as well as preserving unique landscapes or natural use areas. They facilitate group activities and offer other recreational opportunities not feasible, nor perhaps desirable, at the neighborhood level. The primary purpose of a community park is to provide opportunities for social contact among members of many different neighborhoods and from a range of ethnic and socioeconomic backgrounds. In short, community parks meet the specialized needs of and create connections among members of the broader community.



Town of Parker Community Park Service Area



Community Park LOS Summary:

Table: Town of Parker Community Park LOS

Current # Acres	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
19.8	0.41	0.37	2.0

National Recreation and Park Association Standard: 5.0-8.0 acres

* Unless otherwise specified, LOS is presented as per 1,000 residents and based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

- Simply looking at the acreage of current community parks demonstrates a gap in the level of service. Part of this gap is due to the parks classification system. However, in Parker, community park amenities can be found in several of the parks identified as special use areas/parks.
- Parker is a growing community whose members and administrators recognize the need for more community parks. The Town will be addressing this need in part through the completion of undeveloped parkland at Reata West.
- This level of service need will also be addressed through the completion of the Salisbury Park North property, which will change its classification from Special Use Park to Community Park.

Special Use Areas/Parks

The Town of Parker manages several special use areas/parks. Special use areas are separate recreation areas or miscellaneous park lands that serve a special, unique purpose and often have regional appeal.

A special use area may include ball fields, soccer fields, other sports-related complexes, or community gardens. The sizes and service areas of special use areas vary based on the intended use of the site and the availability of similar services in the region. The Town of Parker’s special use areas/parks include Bar CCC Park, Dog Park and Disc Golf, Iron Horse Park/Slemmer Barn, Railbender Skate and Tennis Park, Salisbury Sports Complex & Equestrian Park, Stroh Ranch Soccer Park, and Tallman Meadow Park.

Table: Town of Parker Special Use Park LOS

Current # Acres	Current LOS*	2022 LOS**	Recommended LOS Based on Local Service Area
158.4	3.27	2.94	4.0

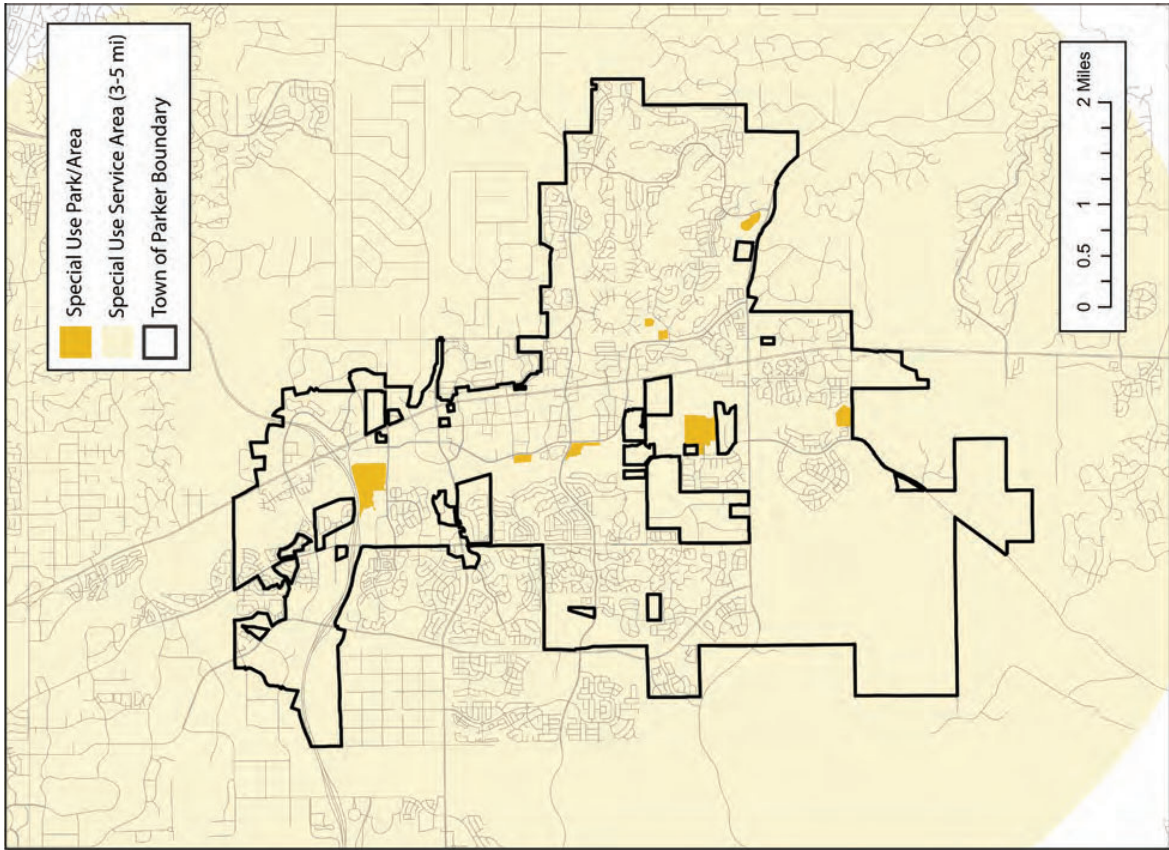
National Recreation and Park Association Standard: 5.0-10.0 acres

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** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

Special Use Areas LOS Summary:

- The planned development of a recreation facility on the south side of Parker will help meet this LOS standard.
- Not represented in the LOS map are several sports fields managed by schools and private entities like Cottonwood Park East and Cottonwood Park West. Cottonwood Park East and West are large private sporting fields that serve the northern parts of Parker and the region.
- A LOS of 4.0 acres per 1,000 residents is recommended for the special use area classification. Though not in Town limits, the development of Rueter-Hess Reservoir will greatly increase the special use area LOS in the coming decade; and also meet one of the priorities identified in the community survey.



Town of Parker Special Use Park Service Area

Multi-Use Trails

Trails and greenways managed by the Town provide close-to-home recreation and non-motorized transportation links within the community and the region. They also foster improved health and a sense of community connection while protecting wildlife migration corridors and habitats. Currently, the Department maintains 38 miles of paved and unpaved multi-use trails.

Issues surrounding alternative transportation and active lifestyles continue to affect planning decisions in the Town of Parker. The physical connectivity provided by multi-use trails contributes greatly to the health of residents, as evidence shows that people who have more access to parks and trails tend to walk more than those with limited access. Just as proximity of homes to neighborhood and community parks has emerged as a priority in recent years, so too has the proximity of homes to trails. In fact, residential developers operating in the Town of Parker are required to include parks, trails connections, and open space in each neighborhood.

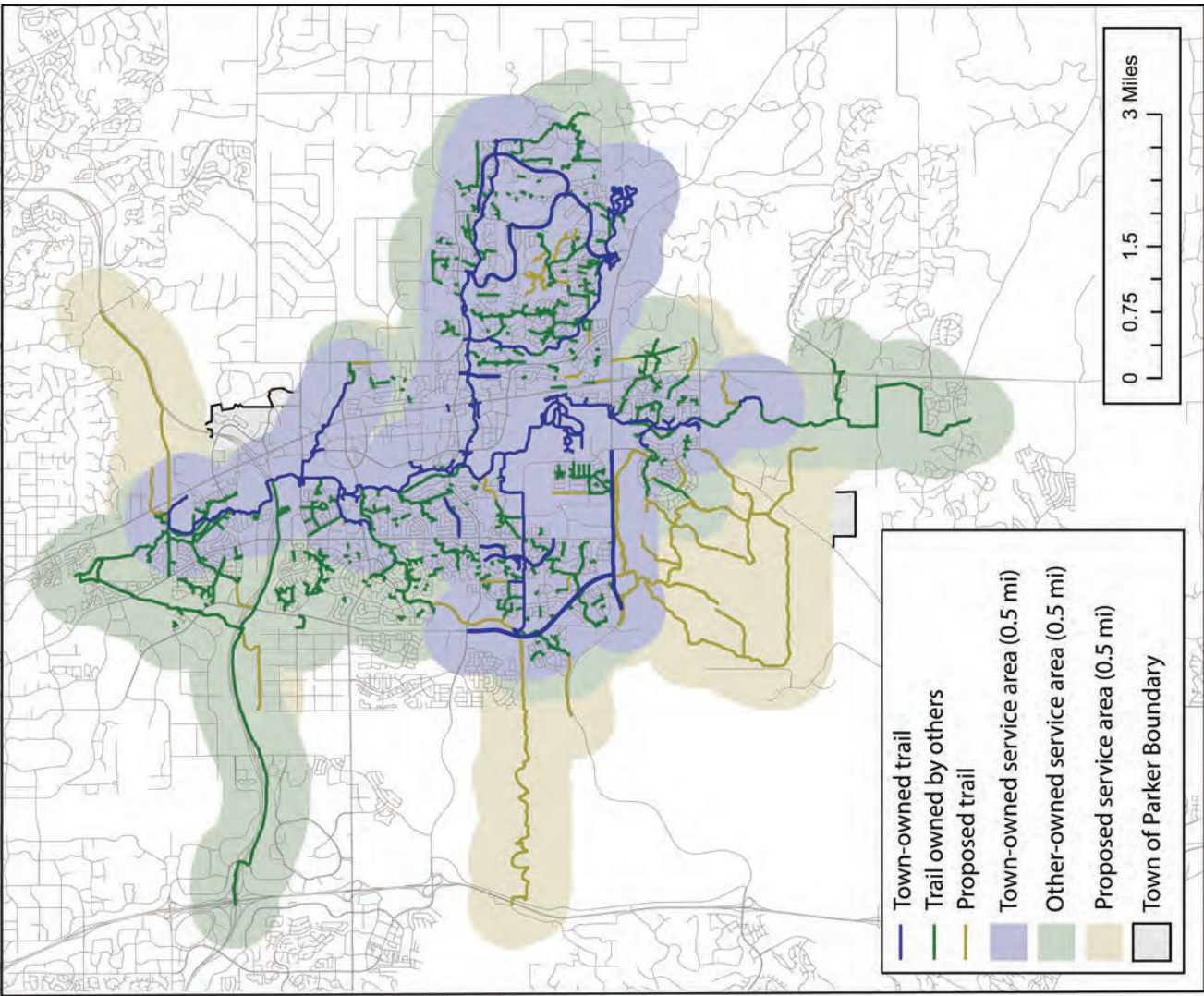
Multi-Use Trail LOS Summary:

- Parker is comparable to its benchmark cities in terms of miles of trails managed by the Town. Parker residents benefit greatly from the extensive system of trails managed and maintained by Douglas County Parks, Trails and Building Grounds, HOA's and E-470 Authority. The trail map in this section, includes Town-managed trails as well as those managed by other entities (including proposed trail connections throughout the Town). Parker residents' access to multi-use trails managed by all entities is impressive and expansive compared to national trends.
- Access to parks and trails is gaining national attention, with the 2017 launch of the 10-Minute Walk to a Park Campaign, which has the support of the Trust for Public Land, the

National Recreation and Park Association, and the Urban Land Institute, in addition to 134 mayors from cities across America and from both sides of the political aisle.³ The interdependence of partnering agencies and the Town's land development standards have made Parker residents incredibly connected, leaving only a very small number of residents without easy access to trails or parks (within a 10 minute walk). The Town of Parker is way ahead of the curve, with 95% of residents within a 10 minute walk to a park, trail or open space.

- In the random community survey, Parker residents ranked trails as the most important facility/amenity. In the convenience survey, trails ranked only slightly lower than the recreation center as most important to Parker residents.
- In the random community survey, participants ranked trails as the facility/amenity that contributes most to residents' health. In the convenience survey, trails ranked second behind the recreation center.
- In addition to the health and social benefits identified by survey participants, trails benefit Parker by connecting neighborhoods, Downtown and other park and recreation facilities.
- Given that trails are the Town's most-used facilities and regarded by residents as the Town's most important, most beneficial amenities in terms of community health, trail expansion and maintenance enjoys deep community support.
- The importance of the Town's trail network also opens opportunities for additional expansion of on-street bike lanes that would improve access to parks and recreation facilities, connections to major destinations and opportunities for staying active.

³ Nation's mayors launch groundbreaking 10-minute walk to a park campaign: <https://www.tpl.org/media-room/nations-mayors-launch-groundbreaking-10-minute-walk-park-campaign#sm.001x7f3dc199udrnz5s1byllvbujm>



Multi-Use Trail Service Area Including All Parker-Owned and Non-Parker-Owned Trails (Existing and Proposed)

Open Space

Open space is land permanently preserved and protected from development. Open space has multiple benefits including the preservation of significant natural resources, native landscapes, and visual aesthetic. Generally, open space is preserved in its natural state with limited public access and use. The main purpose of open space is to enhance the livability and character of a community by preserving natural resources and providing wildlife habitat in rapidly urbanizing areas.

Table: Town of Parker Open Space LOS

Current # Acres		Recommended	
Parkland Open Space + additional designated open space owned by Parker	Current LOS*	2022 LOS**	LOS Based on Local Service Area
1000.4	20.65	18.6	18

National Recreation and Park Association Standard: N/A

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** Based on a population of 53,809 people. Population estimate derived by combining the projected annual percent changes of Douglas County Projected Average Annual Percent Change (DOLA) with the ACS 5-Year Estimates for 2016.

As new development occurs in the Town of Parker, open space is preserved, and new parks are developed on a “build as you go basis” to serve future residents. Parker seeks to preserve a minimum 20 percent of land for open space as it goes under development through the Land Development Ordinance (LDO). The Town Open Space, Trails and Greenways Master Plan provides guidance and criteria regarding land to be preserved as open space. Through the development process, open space is most often preserved via the processing of site plan and subdivision plat applications. The LDO also requires the creation of 7.5 acres of new parkland per 1000 residents in connection with development proposals. These parks and open spaces are reviewed by Town staff to meet the quantitative standards of the LDO with some consideration of amenities and design quality.

The Town has set minimum requirements regarding the size of each park and the amenities provided in new residential development. This type of park development usually falls in one of two categories: 1) HOA-owned and maintained neighborhood parks and 2) larger community parks developed to Town standards and dedicated to the Town. For example, the currently undeveloped Hess Ranch and Anthology North properties are zoned for up to 6,500 new housing units and approximately 19,000 residents. The zoning for these properties has preserved 384.4 acres of open space (27% of the total land area) and seven community parks totaling 135.2 acres. This zoned open space and park land will be dedicated to the Town through the subdivision process if it meets certain requirements. Each subdivision filing will also be required to incorporate smaller HOA-owned parks, contributing to a greater LOS for the neighborhood park classification.

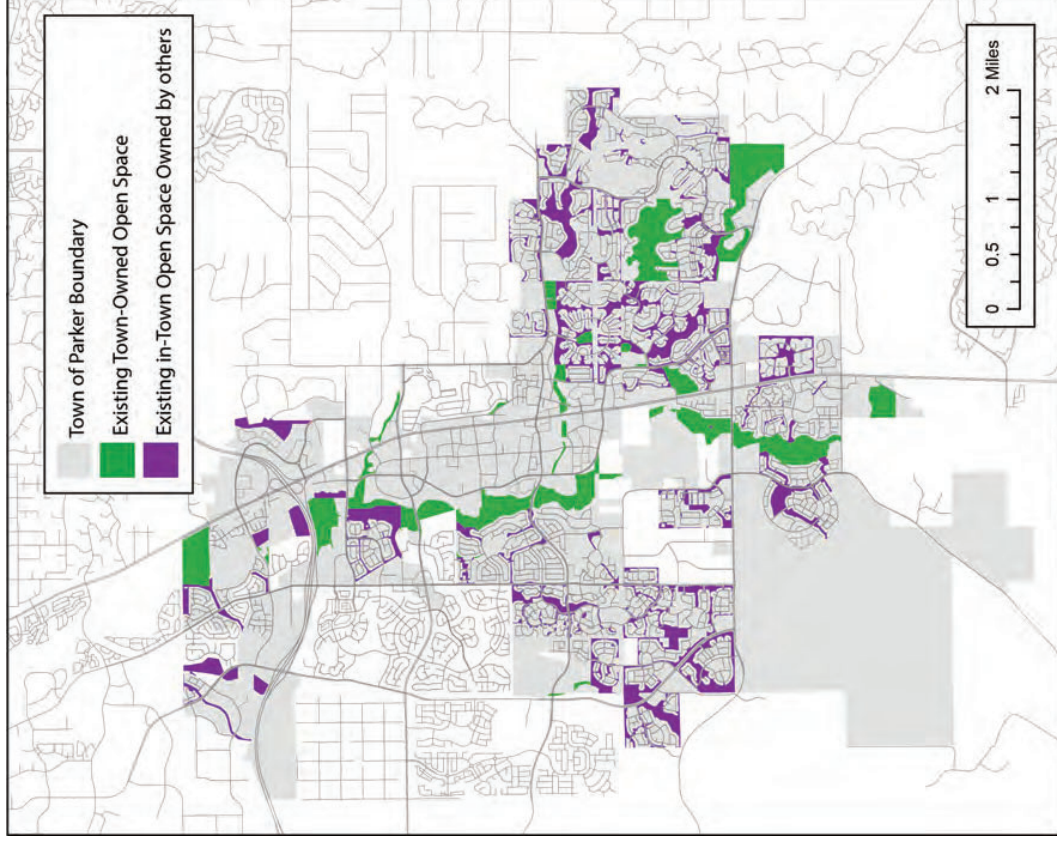
Open Space LOS Summary:

- Overall, the Town of Parker has been responsive to residents’ requests to preserve open space although the pace of municipal acquisition has slowed in recent years as Parker builds out.
- According to the random community survey, when asked to prioritize how to allocate Capital Development funding, residents cited the development of trails and recreation opportunities at Reuter-Hess Reservoir as their first priority and the purchase of land (or easements) for the preservation of open space as their second.
- Upcoming property developments at Hess Ranch and Anthology North will greatly add to the continued preservation of open space. The Hess Ranch property will preserve an additional 384.4 acres of open space, (approximately 25% of the site). With Hess Ranch’s anticipated 9,600 new residents, this allotment totals 40 acres of open space per 1,000 new residents, far beyond the recommended LOS of

Parks, Recreation and Open Space Master Plan

18 acres per 1,000 residents. The Anthology North property is designed similarly, with 241.8 acres (or 31% of the site) preserved as open space. With approximately 9,400 anticipated residents, the open space LOS for Anthology North will be 25 acres per 1,000 residents.

- While the Town of Parker manages slightly fewer acres than the benchmark agency average, it manages a much higher proportion per 1,000 population, surpassing the benchmark median. Only one peer agency reported higher figures (Castle Rock). These differences are mainly due to terrain and each community's available developable land. While Parker has many acres available for residential, commercial, and open space development, Castle Rock's rugged topography prevents residential and commercial development and makes much of its land usable only as open space, making its proportion of open space acres per 1,000 residents much higher than Parker's.
- The preservation of open space depends greatly on the availability of land that can be developed and community desire—and Parker residents are passionate about it. As a result, the Town of Parker has been both aggressive and strategic in the preservation of open space, especially with the establishment of open space preservation requirements in the Town Land Development Ordinance. Based on resident priorities, the Town may need to consider a more aggressive requirement for open space dedication from developers.
- Setting the open space LOS at 18 acres per 1,000 residents reflects the Town's historic growth patterns, is responsive to community needs and provides opportunity for sustainable growth.



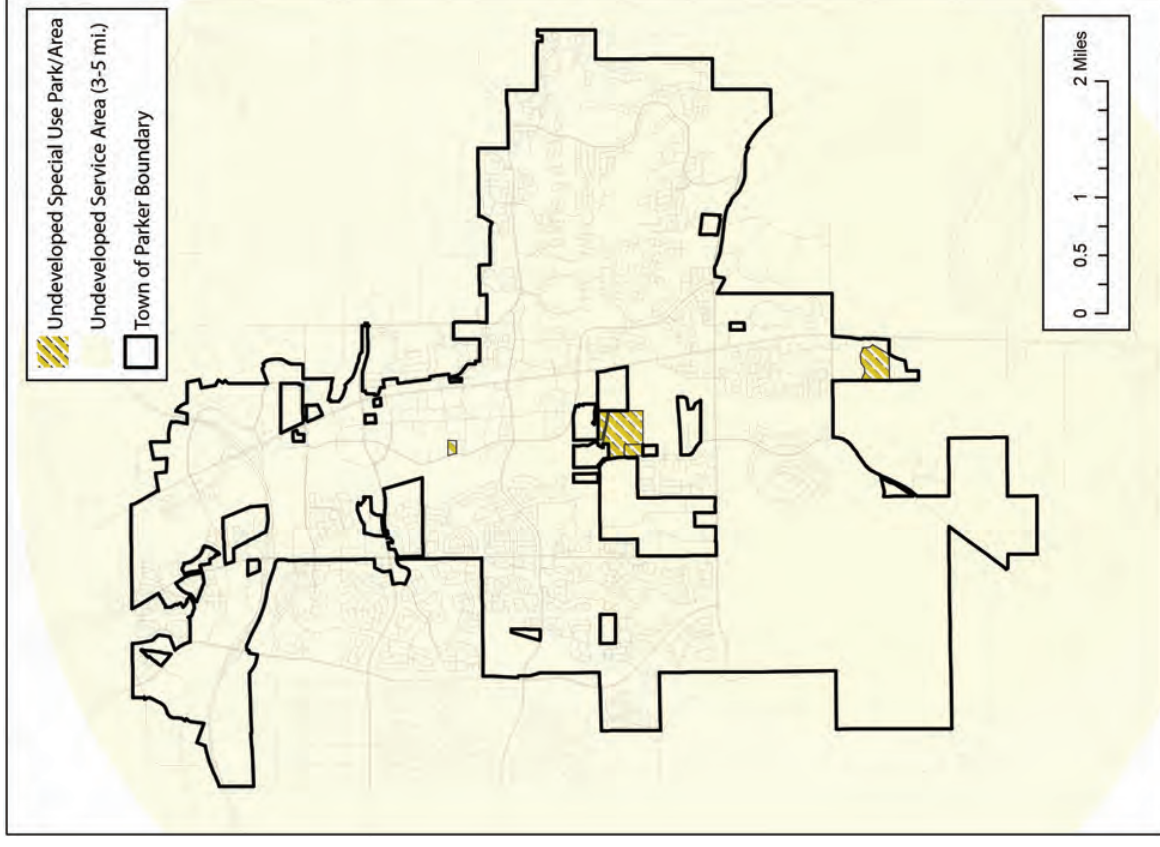
Town of Parker Open Space Service Area

Undeveloped Parkland

The Town of Parker currently has three undeveloped park and recreation properties: the property just west of the Fieldhouse, Reata West, and Salisbury Park North.

Undeveloped Parkland LOS Summary:

- Though the exact purposes of these properties has yet to be determined, the Town of Parker is taking steps to assess the properties' best uses, consider public opinion, and cultivate strategic partnerships as the properties are developed.
- The Town completed a master plan for Salisbury Park North in 2014 and continues to pursue partnerships and strategies to complete the park. The goals of this master plan include:
 - o Successfully integrating natural and developed spaces into a rich, expanded park experience.
 - o Developing a vision for the park that makes it a community landmark.



Town of Parker Undeveloped Park Area Service Area

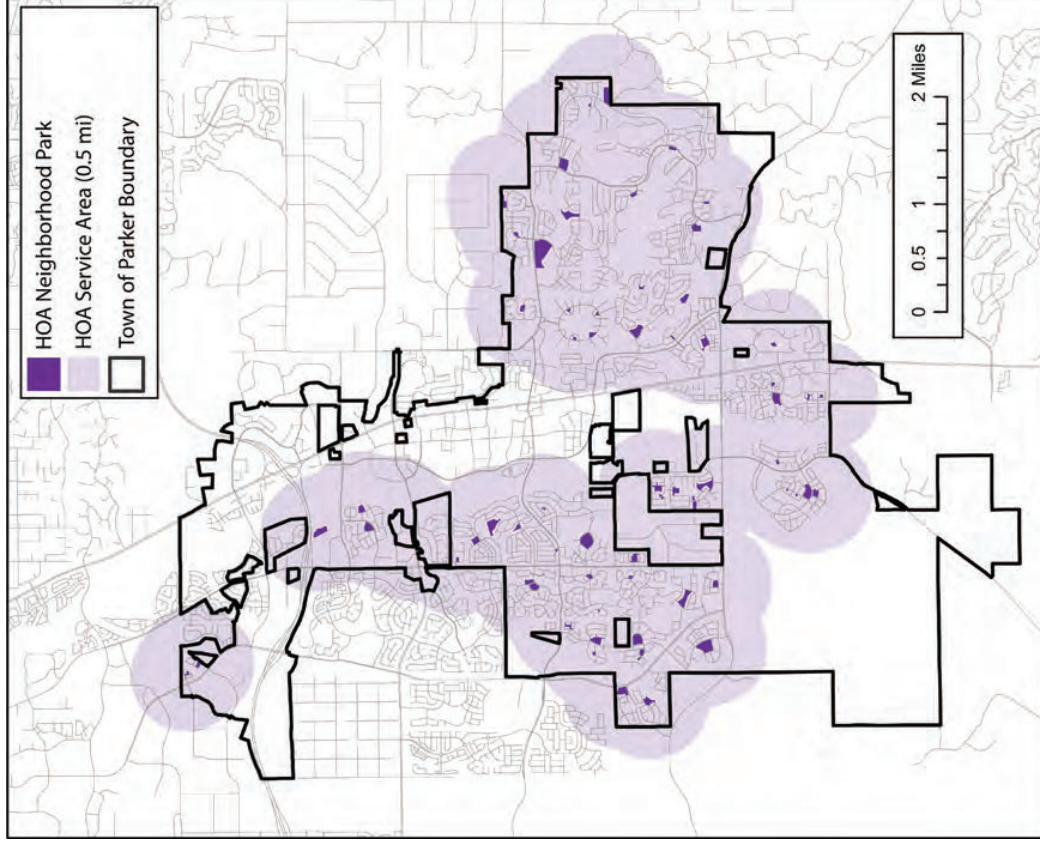
HOA Neighborhood Parks

HOA-managed and private park and recreation facilities are privately owned yet contribute to the public park and recreation system. Many of these park systems reflect the same characteristics of the neighborhood park classification described previously.

The Town of Parker has and continues to rely on the development of privately-managed park and recreation facilities to supplement its system of publicly owned parks, recreation facilities and open spaces. As Parker grows, it has benefitted from long-standing growth management policies that ensure that parks, trails and open spaces are incorporated into new residential neighborhoods. Since developers and HOAs are responsible for the construction and maintenance of these parks, the Town's short- and long-term financial burden is reduced while access to high-quality facilities remains consistent.

HOA Neighborhood Parks LOS Summary:

- Due to the Town of Parker's progressive land use policies, a substantial number of parks and open space are available to residents through HOA-owned neighborhood parks.
- The Town policy is to consider accepting dedication of privately developed parks provided they are 10 acres or larger in size and designed to Town standards. These larger parks are of greater community benefit and offer amenities not found in smaller neighborhood parks.
- The importance of HOA-owned parks was confirmed when 78% of random survey participants reported that they utilized HOA-owned parks.
- It is critical to note that private entities, such as HOA-managed parks, are held to different standards of accessibility under ADA regulations. In order for the HOA neighborhood parks to be considered as part of the Town's LOS, it is highly recommended that standards be implemented for new construction and alterations of existing HOA-managed parks (through the Town LDO) to meet public accommodation regulations, under title II of the ADA.
- It is recommended that the Town consider the development of a policy for coordinating improvements to accessibility and maintenance of new and existing HOA-owned parks.



Town of Parker HOA Neighborhood Park Service Area

FACILITY ASSESSMENT

The Parker Parks, Recreation and Open Space Department is committed to meeting the needs of participants with varying levels of ability. In recent years, the Department has voluntarily participated in accessibility reviews of facilities and programming. During the master plan process, the Department continued this commitment, opting to have a site inspection completed by an accessibility specialist from the Eppley Institute in September 2017. This type of site inspection is rare in master planning and certainly goes above and beyond industry standards. The Eppley Institute uses the Americans with Disabilities Act accessibility standard for program access as a guiding principle for viewing the Department's programs, activities, and services, in their entirety, when considering barrier removal. The inspector/inspection team looks critically at all programs from the point of view of persons who have impairments to vision, hearing, mobility, and/or cognitive processes. This approach focuses the inspection on the experiential components of a site as opposed to compliance with minimum design standards. The Eppley Institute views the physical environment as a catalyst for program access and thus forms recommendations for barrier removal with program access at the forefront of investigative and reporting processes.

The goal of the Eppley Institute ADA site inspection was to assist parks and recreation personnel in long-term planning by identifying barriers to facilities and program participation for people with disabilities and proposing recommendations for barrier removal and improved access. The facilities under the jurisdiction of the Parker Parks, Recreation and Open Space Department largely met the requirements of the accessibility standards, with significant gains in the last several years to become compliant with minimum standards for accessible design.

In 2010, the Americans with Disabilities Act (ADA) was updated to include design standards for recreation facilities. These standards are enforceable for all state and local recreation agencies, including the Town of Parker. The ADA site inspection conducted by the Eppley Institute identified needs for retroactive repairs and modifications to park properties and features in order to become compliant with these minimum design standards, with a particular emphasis on access to sport and fitness facilities and multipurpose fields.

In 2014, the Architectural Barriers Act Accessibility Standards were updated to include technical provisions for Outdoor Developed Areas (ODAs) such as picnic facilities, camping facilities, trails, viewing areas, and beaches. While the ODA standards are only fully enforceable for federal entities or entities receiving federal financial assistance (i.e., grants) at this time, these standards are considered best practices for all agencies providing opportunities for public recreation in these settings. The Parker Parks, Recreation and Open Space Department strives to meet the minimum design standards established in the ODA in order to meet the legislatively mandated requirement for program access as established by the ADA.

The Town of Parker is committed to setting and meeting ongoing goals for compliance as well as exceeding expectations in program and service delivery for individuals with disabilities. Furthermore, Parker's commitment to accessibility can be seen throughout the system themes, goals, and strategic actions in this master plan.

For full details of the ADA Site Inspection Report, a copy can be obtained at the Parker Parks, Recreation and Open Space Department.

RECREATION AND LEISURE TRENDS ANALYSIS

RECREATION PROGRAMS

The Parker Parks, Recreation and Open Space Department offers a wide variety of recreation programs and services to Parker residents. In this needs assessment and trends analysis, the Department's programs are analyzed for both specific and overarching issues in order to determine ways the Department can enhance its services and most effectively use available resources. As part of the Commission for Accreditation of Park and Recreation Agencies (CAPRA) accreditation process set forth by the National Recreation and Park Association, the Department developed a comprehensive Programming Plan (available for public review from the Department). This section of the master plan confirms and builds on the trends analysis in the Programming Plan. Programs and services were examined using national data from the Sports & Fitness Industry Association's 2017 Sports, Fitness, and Leisure Activities Topline Participation Report; benchmark data; and information collected during the community engagement process.

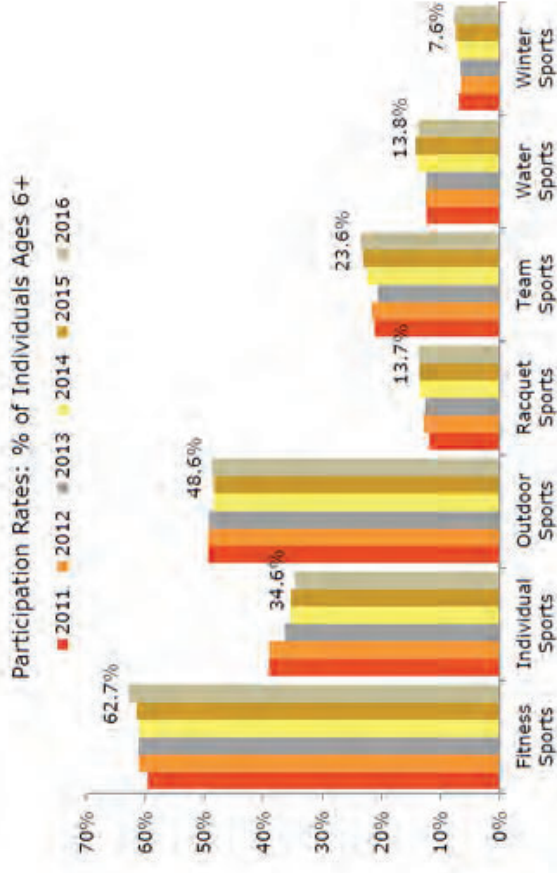
A major priority for the Department has been and continues to be making informed management decisions based on budgeting and financing metrics. In particular, policy decisions regarding specific recreation programs are often made with consideration of the extent to which the cost to deliver a program can be covered. However, decisions are also informed by the degree of social or public good that a program provides to the community. The Department understands its facilities and programs enhance the health, safety, and livability of the Town of Parker.

The Parker Parks, Recreation and Open Space Department utilizes 45% of their total operating budget to offer over 3,200 programs and events annually. Across the benchmark communities reviewed for this master plan, the median percent-

3,260
**Parker Parks and Recreation Programs
& Events Annually**

***Including: Aquatics, Sports, Fitness, Day
Camps, Enrichment Programs, Tot Activities,
Special Events, 5/10K Race Series***

age of total operating budget spent on programming was 43%, just below Parker's budget expenditure. As is also true in benchmark communities, youth, seniors, and individuals with disabilities use Parker's services more than other user groups.



SOURCE: 2017 SPORTS, FITNESS, AND LEISURE ACTIVITIES TOPLINE PARTICIPATION REPORT

Town of Parker

According to the 2017 Sports, Fitness, and Leisure Activities Topline Participation Report for the Sports & Fitness Industry Association (SFIA), national participation rates in fitness sports, racquet sports, team sports, water sports, and winter sports continue to see overall increases (see bar chart above) while participation in outdoor sports has remained fairly consistent and participation in individual sports have declined.

This report is particularly important for the Town of Parker when data are broken down by generation. Parker is a fairly young community: residents’ median age is 35, while comparable benchmark cities have a median age of 39. As seen in the bar chart below, Generation Z (born in 2000 or later) and Millennial (born 1980-1999) respondents are among the most likely to participate in fitness sports and outdoor sports; these national findings are supported by Parker residents’ regular use of trails and outdoor recreation areas. Unlike the national data, however, Parker survey respondents indicated that amenities that facilitate individual sports like inline skating, skateboarding, and trail running are most important to them.



SOURCE: 2017 SPORTS, FITNESS, AND LEISURE ACTIVITIES TOPLINE PARTICIPATION REPORT

RECREATION FACILITIES

The following descriptions of recreation facilities are intended for use as guidelines to analyze and plan for a recreation facility inventory that represents and reflects the interests of the Parker community, accounts for relevant national trends, provides direction for future recreation facility management, and fits within current and future funding levels. The table below provides a summary of the current LOS and identifies needs for each of these facilities based on benchmark community data, the *2016 Trust for Public Land City Park Facts Report*, and the *2016 National Recreation and Park Association Field Report*:

The Parker Parks, Recreation and Open Space Department operates a wide range of facilities, ranging from outdoor aquatic facilities to playgrounds. These facilities support both general informal use by the public as well as specialized or scheduled use for athletic competitions, recreation programs, and other events. Recreation facilities have highly specialized maintenance and management requirements and are subject to different standards than urban parkland.

Table: Facility Level of Service

Recreation Facility	Parker Qty.	Trust for Public Land Median Qty.*	Parker LOS Based on Trust for Public Land**	# of Benchmark Departments that Offer Facility Type	LOS Based on NRPA Standard	Recommendation Based on Local Service Area
Recreation Centers	2	2.1	.8	8/8	3.5 sf per person	Meets Current Needs
Outdoor/Indoor Swimming Pools	4	5.8	4.5	7/8	1.6 sf per person	Need Exists
Dog Parks	1	3.8	2.1	n/a	1.1	Meets Needs
Playgrounds	6	2.3	1.3	8/8	13.6	Need Exists
Equine Facilities	2	n/a	n/a	1/8	n/a	Meets Needs

* Source of Trust for Public Land data: 2016 City Park Facts Report

Recreation or Senior Centers per 20,000

Swimming pools per 100,000 residents. Swimming pools include both indoor and outdoor pools, four-foot minimum depth.

Playgrounds per 10,000 residents

Dog Parks per 100,000 residents

**Unless otherwise specified, Parker LOS is based on a population of 48,442. This population estimate is based on 2016 ACS 5-year estimates.

Parker SF calculations: 170,000 SF recreation space (fieldhouse & rec center), 77,460 SF pool space (rec center & H2O'Brien)

NRPA recommended service level for aquatic facilities = 0.5 square feet (sf) per person

NRPA recommended service level for complex facilities (recreation or senior centers) = 1.5 square feet (sf) per person

2016 NRPA Field Report calculates median number of residents per facility: 1 playground per 3,560 population

2016 NRPA Field Report calculates median number of residents per facility: 1 dog park per 43,183 population

Specialized facilities/parks operated by the Department include the Parker Fieldhouse, Recreation Center, Bar CCC Park, Dog Park and Disc Golf Course, Iron Horse Park/Slemmer Barn, Railbender Skate and Tennis Park, Salisbury Sports Complex & Equestrian Park, Stroh Ranch Soccer Park, and Tallman Meadow Park. While some of these facilities can be used for different activities, many are single- or narrow-purpose. Active recreation facilities are typically more costly to build and operate over time. Community decisions about the provision of these facilities generally take into consideration the extent of the user base, lifecycle management costs, and existence of similar facilities in or near the community.

Passive or community recreation facilities include playgrounds, picnic shelters, and some open rectangular fields for unstructured and informal use. These facilities play a significant role in giving parks their character, and as a result of their broader use, a wider segment of the general public tends to access them. While passive/community recreation facilities are usually less expensive to develop and maintain, they also have notable lifecycle costs associated with their management.

Recreation Facility LOS Summary:

- Based upon current usage and projected population growth, it is recommended that additional recreation center space be developed in the next 5-10 years. This need will be met by the development of a new recreation facility ideally located in the south end of Parker.
- LOS standards based upon the Trust for Public Lands and NRPA data indicate a need for greater aquatic facility space. In stakeholder interviews with community partners, aquatic space was also identified as a need, due in part to the reliance of area schools on the Recreation Center's competitive pool.
- The redevelopment of H2O'Brien Pool and plans for a future recreation facility will help meet this aquatic facility need.
- The LOS for playgrounds is supplemented by HOA neighborhood parks in Parker; however, the need for 100% publicly accessible playgrounds is apparent. The playgrounds developed and managed by the Town are designed and maintained to meet ADA standards, while many of the HOA-managed playgrounds are not.
- The availability of equine facilities is a unique and special feature for the Town of Parker. Equine facilities should continue to be offered by the Department as community need/desire exists and the Town can make these amenities financially sustainable.





2.4 SYSTEM THEMES AND STRATEGIC ACTION PLAN

Each theme, goal, and strategic action included in the following tables reflects the planning team's careful, concerted efforts to set ambitious but achievable goals. Strategic actions were created to be **specific, measurable, attainable, relevant, and timely** in order to lay out a clear path for completing each action and reaching each larger goal in a timely manner. The remainder of this section will outline the strategic actions, their expected year of completion, and potential funding sources for each action. The majority of this master plan is designed to lay out the path for the next five years; however, strategies for the next five-ten years are also identified. In order for this plan to succeed, it is recommended that it be revisited annually, if not quarterly, to track progress and celebrate achievements.

Due to the COVID pandemic delays and to better align with the Town's recently implemented 10-Year Capital Improvement Plan, dates for completing themes 1-5 on the following pages have been updated. Please see the attached spreadsheet for updates for each Strategic Action.

THEME 1: MANAGE AND PROTECT ASSETS

GOAL(S)

1. Efficiently and knowledgeably manage the Town of Parker's recreation amenities based on the needs of its residents
2. Promote the stewardship of open space and natural resources for the Town of Parker
3. Ensure that Parker's future growth is supported by appropriate expansion of parks, facilities recreation opportunities and the preservation of open spaces
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Open Space, Trails and Greenways Master Plan, and the Parker 2035 Master Plan

STRATEGIC ACTIONS

Town-Wide	Expected Completion	Potential Funding Sources
Recapitalize older playgrounds into modern, attractive facilities.	Ongoing	Possible Grants
Ensure coordination between the Parks, Recreation and Open Space Department and the Community Development Department occurs, to comprehensively address issues arising with privately maintained parks and open spaces.	2019	No Funding Needed
Adopt a uniform design policy for Town-owned park-site amenities (e.g. picnic tables, trash receptacles, drinking fountains, etc.).	2019-2020	Parks and Recreation Fund
Adopt a policy establishing interpretive signage standards and replacement guidelines.	2019-2020	Parks and Recreation Fund
Align the standards in the Land Development Ordinance (LDO) with the policies outlined in the Parks, Recreation and Open Space Master Plan.	2019-2020	No Funding Needed
Implement a policy addressing sustainable design as it relates to facility construction, product purchasing, waste reduction/handling, and energy/natural resources conservation.	2020-2022	Parks and Recreation Fund
Manage open space preservation by establishing a standard process for acquisition of property by utilizing the criteria in the Open Space, Trails and Greenways Master Plan.	2019-2020	Parks and Recreation Fund/ Grants/Developer Contributions
Develop a policy to promote a balance of quality and quantity in the planning, design and development of HOA parks, recreation and open space associated with new residential development.	2019-2020	Community Development Budget
Auburn Hills Community Park		
Create a park-specific mini master plan addressing unsustainable water issues.	2021-2023	Parks and Recreation Fund
Create a usage agreement with Prairie Crossing Elementary School to expand the school visitors' parking area and link school grounds to the park with a dedicated pathway or designate parking along the roadway for park users.	2021-2023	Parks and Recreation Fund
Baldwin Gulch Trail		
Install way-finding signage.	2019-2020	Parks and Recreation Fund
Bar CCC Park		
Install lights for fields.	2021-2023	Parks and Recreation Fund
Review existing pavilion use and replace if needed with larger units.	2021-2023	Parks and Recreation Fund
Redesign and upgrade parking area.	2021-2023	Parks and Recreation Fund

Parks, Recreation and Open Space Master Plan

Cottonwood Trailhead	Expected Completion	Potential Funding Sources
Upgrade amenities, including the pavilion, trash receptacles, and picnic tables.	2020-2022	Parks and Recreation Fund
Redesign and upgrade parking area.	2022-2024	Parks and Recreation Fund
Dog Park & Disc Golf		
If feasible, add natural plantings to the disc golf course to serve as obstacles/hazards as well as to enhance the course's appearance.	2021-2023	Parks and Recreation Fund
H2O'Brien Pool		
Review opportunities for redevelopment and/or expansion of existing aquatic assets. Consider a new indoor/outdoor pool at the same location or explore opportunities at a different location.	2022-2024	Possible Grants
Living Wheel Park/20 Mile Historic Park		
Update signage in park.	2019-2020	Parks and Recreation Fund
Designate a shared parking area for park users.	2021-2023	Parks and Recreation Fund
Consider a redesign that would add active recreation amenities.	2021-2023	Parks and Recreation Fund/ General Fund/Parker Authority for Reinvestment
McCabe Meadows		
Install arboretum signage to facilitate self-led environmental education.	2020-2022	Parks and Recreation Fund
Enhance arboretum area with additional plantings using native species.	2021-2023	Parks and Recreation Fund
Identify opportunities to enhance access to McCabe Meadows from Parker Road.	2021-2023	Parks and Recreation Fund
Parker Fieldhouse		
Conduct an efficiency study to identify opportunities to utilize the space more efficiently and augment programming.	2021-2023	Parks and Recreation Fund
Implement second-phase expansion of the Fieldhouse.	2023-2027	Parks and Recreation Fund
O'Brien Park		
Maintain and improve bike/pedestrian access to the park from Mainstreet, Sulphur Gulch Trail and points west of Parker Road.	Ongoing	Parks and Recreation Fund/ General Fund
Complete the design and construction of pedestrian safety improvements along the southern edge of the park fronting Mainstreet.	2019-2020	Parks and Recreation Fund
Complete the design and construction of the north property.	2022-2025	Possible Grants
Railbender Skate and Tennis Park		
Research costs and benefits of an additional skate park or expansion of the existing facility, including opportunities for maintenance upgrades.	2021-2023	Possible Grants
Rueter-Hess Reservoir		
Implement the Rueter-Hess Reservoir Recreation Master Plan in partnership with the Rueter-Hess Recreation Authority.	Ongoing	Possible Grants
Collaborate with the Rueter-Hess Recreation Authority to explore access options for residents of An- thology North and Hess Ranch.	2019-2020	Parks and Recreation Fund/ Developer

Salisbury Sports Complex	Expected Completion	Potential Funding Sources
Complete Salisbury North design and construction.	Ongoing	Possible Grants/Parks and Recreation Fund
Update signage to separate the two distinct recreation opportunities (equestrian and athletic).	2021-2023	Parks and Recreation Fund
Determine and implement a direct connection to the East West Trail.	2019-2020	Parks and Recreation Fund
New South Recreation Center		
Establish partnerships with Senior Services, local health care providers, and other pertinent agencies to explore funding opportunities.	2023-2027	Parks and Recreation Fund/ General Fund/External Sources
Initiate a site selection evaluation and explore funding for site design and completion.	2023-2027	Parks and Recreation Fund
New Ice Arena		
Investigate establishing a new indoor ice arena, operated in conjunction with public or for-profit partners. If opportunity exists, conduct co-funded feasibility study.	2021-2025	Possible Grants
Preservation Park		
Revisit Preservation Park master plan to include an updated vision and enhance connectivity opportunities.	2019-2020	Parks and Recreation Fund

THEME 2: ENHANCE INCLUSIVE PROGRAMING

GOAL

1. Provide inclusive programming for all ages, abilities, and income levels

STRATEGIC ACTIONS

	Expected Completion	Potential Funding Sources
Address the priorities identified in the Town of Parker Parks, Open Space, and Recreation ADA Site Visit Report (October 2017).	Ongoing	Possible Grants/Parks and Recreation Fund
Modernize sports and athletic facilities to optimize inclusive access.	Ongoing	Parks and Recreation Fund
Establish a policy for the internal review of existing and future park plans to provide greater inclusion.	Ongoing	No Funding Needed
Coordinate with homeowners associations to improve ADA access of existing and future HOA-operated parks.	Ongoing	No Funding Needed
Establish and actively promote a communication policy and network to facilitate the conveyance, review, and timely response to accessibility concerns from community members.	2019	No Funding Needed
Provide educational opportunities for staff on inclusion best practices.	2019	Parks and Recreation Fund
Set a departmental goal of having a minimum of two staff members trained in identifying accessibility issues.	2021-2023	Parks and Recreation Fund
Expand availability of universally inclusive playgrounds to the greatest extent possible, targeting 25% of all playgrounds in the next 10 years.	2023-2027	Possible Grants/Parks and Recreation Fund

THEME 3: CONNECT PEOPLE AND PLACES

GOAL(S)

1. Plan for, maintain, and develop safe, multi-modal trail access to parks, open space, and recreation facilities
2. Implement the access and transportation goals of the Parker 2035 Master Plan as it relates to parks, recreation and open space
3. Promote healthy and active lifestyles for the community of Parker by continuing to connect residents to high quality facilities, amenities, and programming
4. Continue to work collaboratively among Town Departments to ensure the Parks, Recreation and Open Space Master Plan supports and aligns with the Town of Parker Transportation Master Plan

STRATEGIC ACTIONS

	<i>Expected Completion</i>	<i>Potential Funding Sources</i>
Consider parallel soft surface trails to expand the carrying capacity and usability of current and future trails.	Ongoing	Parks and Recreation Fund
Implement trail improvements within the Public Service Company of Colorado (PSCo) right-of-way.	Ongoing	Parks and Recreation Fund
Plan for and provide multi-modal access to community and regional parks serving more than one neighborhood.	Ongoing	Parks and Recreation Fund/ General Fund
Improve the safety of access to/from parks, recreation and open space through implementation of NRPA Safe Routes to Parks strategies.	Ongoing	Parks and Recreation Fund/ General Fund
Adopt a policy document providing guidance on best practices for the design of high-use, multi-modal trails with special attention paid to signage, width, and ease of access.	2019-2020	No Funding Needed
Install additional bike “fix it” stations systematically throughout trail network and identify them on trail maps.	2019-2020	Parks and Recreation Fund
Update the 2005 Bike Lane Plan and 2010 Open Space, Trails and Greenways Plan where not superseded by the Parks, Recreation and Open Space Master Plan.	2019-2020	General Fund
Update the Land Development Ordinance to ensure that private parks and recreation facilities for future residential development are integrated into site design and well-connected to adjacent neighborhoods.	2019-2020	General Fund
Design and construct the Kinney Creek Trail.	2021-2023	Parks and Recreation Fund
Implement way-finding signage at trail head common gathering areas and throughout the trail system.	2021-2023	Parks and Recreation Fund
Determine plan for new trail development and incremental redesign of existing trails to be implemented over next 20 years.	2021-2023	Parks and Recreation Fund
Explore feasibility of trail connection linking Bradbury Ranch neighborhood to the Newlin Gulch Trail.	2021-2023	Parks and Recreation Fund
Explore connectivity opportunities to link O’Brien Park, Discovery Park, Mainstreet and the Sulphur Gulch Trail.	2021-2023	Parks and Recreation Fund
Extend Newlin Gulch Trail south of Stonegate to Rueter-Hess Reservoir.	2022-2025	Parks and Recreation Fund
Implement E-470 trail construction, including the grade-separated crossing at Parker Road.	2023-2026	Possible Grants/Parks and Recreation Fund
Review existing pavilion use and replace if needed with larger units.	2021-2023	Parks and Recreation Fund
Redesign and upgrade parking area.	2021-2023	Parks and Recreation Fund

THEME 4: ENHANCE ORGANIZATIONAL CAPACITY

GOAL(S)

1. Improve organizational strategies in order to maintain existing infrastructure and staffing at the highest level
2. Plan for future infrastructure development and maintenance

STRATEGIC ACTIONS

	Expected Completion	Potential Funding Sources
Explore opportunities for staff training to enhance organizational capacity and support professional development.	Ongoing	Parks and Recreation Fund
Review membership and gate access fees, adopt a policy for their regular review, and set goals based on measurable factors.	Ongoing	No Funding Needed
Review and optimize internally operated and contracted concessions operations.	Ongoing	No Funding Needed
Ensure departmental coordination and collaboration between Parks, Recreation and Open Space Department and Community Development Department regarding the planning, dedication, and construction of trails, parks and open space lands.	Ongoing	No Funding Needed
Improve understanding of parks, recreation and open space issues as they relate to growth management and development review.	Ongoing	No Funding Needed
Earn accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA).	2019	Parks and Recreation Fund
Adopt a policy for comprehensive staff involvement during review of park mini master plans in order to support best practices overall, better account for maintenance considerations, and provide optimal programming opportunities for users.	2019-2020	No Funding Needed
Develop a well-rounded and well-marketed sponsorship program.	2019-2020	Parks and Recreation Fund
Investigate a partnership with Douglas County Community Foundation to create a dedicated fund supporting annual fundraising drives and planned giving campaigns.	2019-2020	No Funding Needed
Implement a financially equitable policy for facility use through partnerships.	2019-2023	No Funding Needed
Develop an asset management plan, whereby repairs, replacement, and recapitalization are forecasted for the next 5-10 years. Ensure capital improvement budgets reflect forecasted asset management.	2020-2022	Parks and Recreation Fund
Investigate partnership opportunities for free or reduced-cost water hookups and usage fee as a by-product of the Reuter Hess agreement.	2021-2023	No Funding Needed
Investigate and implement modern maintenance work order and asset management software.	2021-2023	Parks and Recreation Fund
Develop a staffing plan reflective of future needs with key funding benchmarks to support critical positions.	2021-2023	Parks and Recreation Fund

THEME 5: PROGRAMMING FOR COMMUNITY

GOAL(S)

1. Continue to be responsive and adaptable to community needs and desires for parks and recreation programming
2. Serve all Parker residents through proactive, responsible financial planning that results in high-quality, affordable recreation programming

STRATEGIC ACTIONS

	<i>Expected Completion</i>	<i>Potential Funding Sources</i>
Establish (or partner to offer) more interpretive programs (self-led and/or facilitated).	Ongoing	Possible Grants/Parks and Recreation Fund
Investigate community desire for specialized outdoor recreation (e.g., archery, bouldering, challenge courses, fishing, etc.).	Ongoing	No Funding Needed
Plan for the changing needs of an aging community and align land use planning, development review, and facilities planning to respond accordingly.	Ongoing	Parks and Recreation Fund/ General Fund
Examine cost-recovery practices and implement a policy that differentiates cost-recovery goals by functional area.	2019-2020	No Funding Needed
Implement a policy for establishing programming fees.	2019-2020	No Funding Needed
Create a recreation program plan that considers age and ethnicity to provide park and recreation opportunities more equitably to Parker residents.	2021-2023	No Funding Needed
Develop environmental education programs for open space properties.	2021-2023	Parks and Recreation Fund



2.5 FINANCIAL FRAMEWORK

The Parks, Recreation and Open Space Department has adhered to fiscally responsible strategies for decades. The Department has a higher median revenue from facilities and programming than other benchmark cities. Although it has a smaller budget than several of the benchmark communities, Parker has comparable overall cost recovery rates, including an impressive 87% cost recovery rate for recreation programming. While it continues to focus on increasing organizational capacity and sustaining high-quality programs, facilities, and services, the Department must also tackle comprehensive asset management planning. Asset management is the systematic process of maintaining, upgrading, and operating physical assets cost effectively. This process combines engineering principles with sound business practices and economic theory and provides organizations with the tools needed to facilitate a more organized and logical approach to decision making.

The need to track, inventory, and manage assets is a common theme in many public and private organizations. Organizations in the public sector—at various governmental levels—are accountable for responsibly managing their assets as fiduciaries to those who support their programs and operations with public funds. Park and recreation agencies are specifically known for a range of assets that provide both passive and active services to the public (e.g., playgrounds, courts, ball fields, picnic shelters, etc.).

As part of the master planning process, the Department assessed its facilities and determined the current replacement value (CRV) of individual assets. This value was obtained using construction costs, bid documents, and engineer's estimates and is based on several factors: the combined costs of building, renovating, and expanding assets; the anticipated increase in construction and maintenance over time due to changes in cost of living; and changes in maintenance costs as assets age. The total CRV for all assets is preliminarily estimated at just over \$95 million.

Parks, Recreation and Open Space Master Plan

Parker Parks, Recreation and Open Space: Current Replacement Value of Assets

Major Assets	Combined Cost to Build/Renovate/Expand	Age of Asset in Years	Average Cost of Living Increase (past 10 years)	Current CRV
Auburn Hills Community Park	\$1,000,000	14	1.7%	\$1,238,000
Bar CCC Park	\$500,000	10	1.7%	\$585,000
Cottonwood Trailhead	\$50,000	25	1.7%	\$71,250
Discovery Park	\$8,000,000	1	1.7%	\$8,136,000
Dog Park and Disc Golf Park	\$1,500,000	1	1.7%	\$1,525,500
Fieldhouse	\$10,500,000	11	1.7%	\$12,463,500
Iron Horse Park/Slemmer Barn	\$300,000	16	1.7%	\$381,600
Living Wheel Park	\$40,000	15	1.7%	\$50,200
McCabe Meadows	\$60,000	25	1.7%	\$85,500
O'Brien Park & H2O'Brien Pool	\$4,400,000	15	1.7%	\$5,522,000
Parker Recreation Center	\$16,000,000	3	1.7%	\$16,816,000
Preservation Park	\$450,000	9	1.7%	\$518,850
Railbender Park	\$3,400,000	9	1.7%	\$3,920,200
Salisbury Sports & Equestrian Park	\$5,800,000	15	1.7%	\$7,279,000
Stroh Ranch Soccer Park	\$950,000	24	1.7%	\$1,337,600
Sulphur Gulch Fitness Park	\$25,000	4	1.7%	\$26,700
Tallman Meadow Park	\$1,750,000	11	1.7%	\$2,077,250
Twenty-Mile Historic Park	\$20,000	15	1.7%	\$25,100
*Trails (10' wide, 30 miles = 158,400 L.F. @ \$186 per L.F.)	\$29,462,400	7	1.7%	\$32,968,426
Total all Assets				\$95,027,676

* Average age of trails used = 7 years



CURRENT OPERATIONS AND MANAGEMENT

Calculating CRVs of assets is the first step in asset management planning. Forecasting the operations and maintenance costs of park and recreation assets is the next step. Annual operational costs for parks and recreation facilities vary depending on the level of service provided, the current condition of the asset, and the construction methods used to build the facility. Priority for funding operations is based on several criteria: the facility's contribution to community health, safety, and other intangible social or community goods; anticipated benefits to the local economy; the amount of use or demand for each facility; and revenue generated.

Based on current industry standards, annual operations and maintenance costs can range from 2-4% of the CRV. Generally, high-use, more complex facilities are at the high end of this range, requiring around 4% of the CRV annually, while costs for trails, and low use areas are closer to the low end (2% of the CRV) of the range. Projected annual operations and maintenance costs for Parker are between \$1.9-3.8 million. Considering the Department's 2017 total operating budget of 9.9 million dollars, this equates to projected operations and maintenance costs of between 19-38% of the total operating budget. As operations and maintenance is tracked more strategically in the future, these projections will become more precise over time.

Parks, Recreation and Open Space Master Plan

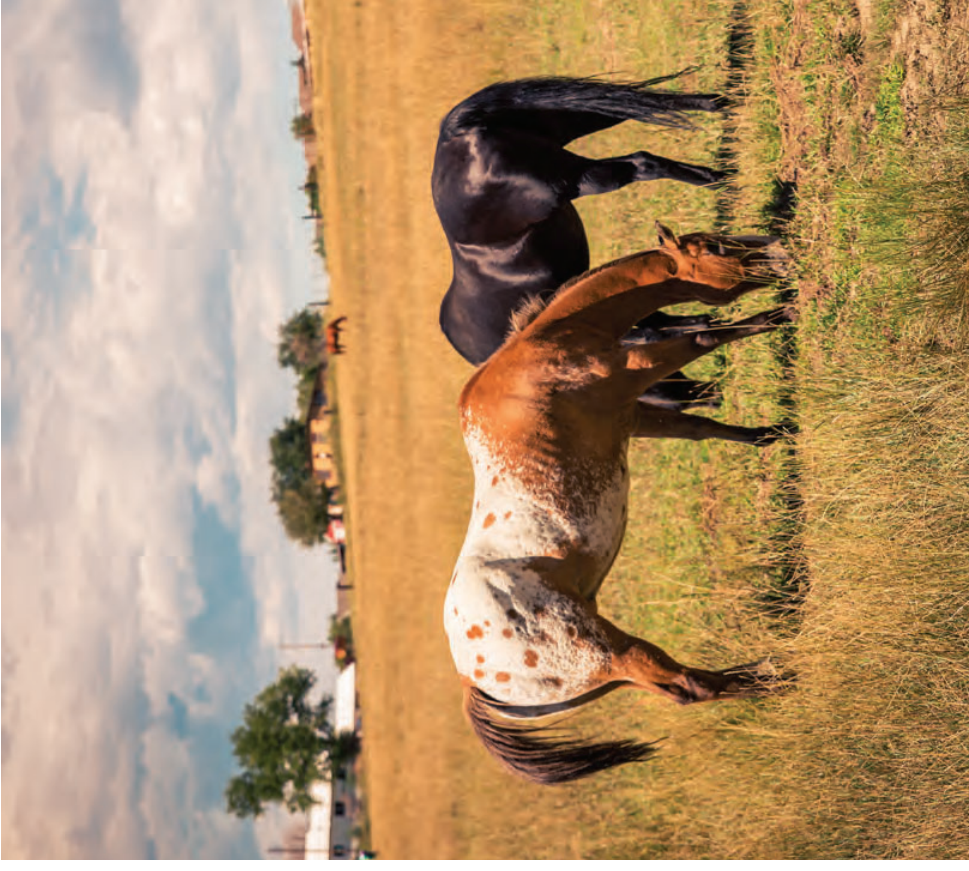
Projected Annual Operations and Maintenance Costs of Parker Assets

Major Assets	Current CRV	Projected Annual Operations & Maintenance (Low 2%)	Projected Annual Operations & Maintenance (High 4%)
Auburn Hills Community Park	\$1,238,000	\$24,760	\$49,520
Bar CCC Park	\$585,000	\$11,700	\$23,400
Cottonwood Trailhead	\$71,250	\$1,425	\$2,850
Discovery Park	\$8,136,000	\$162,720	\$325,440
Dog Park and Disc Golf Park	\$1,525,500	\$30,510	\$61,020
Fieldhouse	\$12,463,500	\$249,270	\$498,540
Iron Horse Park/Slemmer Barn	\$381,600	\$7,632	\$15,264
Living Wheel Park	\$50,200	\$1,004	\$2,008
McCabe Meadows	\$85,500	\$1,710	\$3,420
O'Brien Park & H2O'Brien Pool	\$5,522,000	\$110,440	\$220,880
Parker Recreation Center	\$16,816,000	\$336,320	\$672,640
Preservation Park	\$518,850	\$10,377	\$20,754
Railbender Park	\$3,920,200	\$78,404	\$156,808
Salisbury Sports & Equestrian Park	\$7,279,000	\$145,580	\$291,160
Stroh Ranch Soccer Park	\$1,337,600	\$26,752	\$53,504
Sulphur Gulch Fitness Park	\$26,700	\$534	\$1,068
Tallman Meadow Park	\$2,077,250	\$41,545	\$83,090
Twenty-Mile Historic Park	\$25,100	\$502	\$1,004
* Trails (10' wide, 30 miles = 158,400 L.F. @ \$186 per L.F.)	\$32,968,426	\$659,369	\$1,318,737
Annual Operations & Maintenance Range		\$1,900,554	\$3,801,107

RECOMMENDATIONS

As described in the Needs Assessment and Analysis section of this master plan, the park and recreation needs of future residential developments will not all be met by homeowners associations. The Town will need to continue to be a part of the solution. The community survey results indicated capital development funding should be allocated to projects like the Rueter-Hess Reservoir, the purchase of open space land, trail development, and a new recreation center. The community must understand that the development—and, more significantly, the maintenance—of these spaces and amenities come at a cost. Community members and stakeholders are very satisfied with the quality and management of Parker’s parks and recreation system, a finding that is validated across interviews, surveys, and other public engagement activities. To keep this high level of service intact, it is recommended that another attempt at a parks and recreation ballot issue be explored, with special attention given to explaining exactly how tax dollars will be used and, using the community data collected for this plan, confirming community members’ desire for the spaces and programs increased tax revenue would support. As recommended in the action plan, other effective tools for making decisions about new development are impact fee or feasibility studies. Impact fee or feasibility studies look at both financing and regulations and can help agencies generate support for a project from citizens and other stakeholders.

The purpose of this financial framework is to provide a high-level review of necessary asset management and to take an initial step toward a more-detailed investigation into the condition of all Parker park and recreation assets. The Town of Parker manages many facilities, including parks, recreation facilities, aquatic facilities, and miles of multi-use trails. In order to continue meeting the needs of Parker residents, sustainable growth must be addressed in the immediate future. As its population grows, Parker must



continue to be forward-thinking—that is, proactive rather than reactive—when responding to changing community trends. Across the nation, communities like Parker face similar challenges when balancing deferred maintenance with constituents’ desire for new, attractive facilities and amenities. To keep up with these changes and to develop a sustainable financial framework, a comprehensive examination of the Department’s current financial landscape and future asset management approach is warranted.

APPENDICES





APPENDIX A

STAKEHOLDER INTERVIEW QUESTIONS



STAKEHOLDER INTERVIEW QUESTIONS

Introduction and Overview Question

Thank you for participating in the Stakeholder Interviews that are being conducted as part of the Town of Parker Parks and Recreation Department's Master Plan. The questions that follow will assist the Department in its analysis of the Town's park, facility, recreation, and green space needs and ultimately inform the Department's goals for the future.

1. What are your impressions of Parker Parks and Recreation as a whole (programmatically, facilities, and administratively)
2. What are your opinions about programs offered by the Department? (Quality? Overall Program mix and Quantity? Cost?)
3. What are your opinions on the quality of the parks and recreation facilities provided by the department (what is appropriate.)
4. In what ways do you think the parks and recreation department can improve the community's health overall? (Follow-up: Are there partnerships with health agencies that could be beneficial?)
5. Funding decisions can sometimes be difficult. The population in Parker is rapidly increasing and land is being developed. With this in-mind, and keeping in-mind the limitations of public funding, what should the priority of the department be if it's forced to choose? Acquire available open space or parkland before it's developed, this may mean open space preservation or additional parks (once it's gone, it's gone), or maintaining existing infrastructure at a high level (the longer you wait for repairs, the more expensive repairs are and caring for infrastructure is expensive).
6. A similar question regarding programming. Should programs be kept as affordable as possible for inclusion of the greatest number of residents, or should the programs be 'pay to play', imposing the full direct cost of the programs and overhead on the participants? If you seek a middle-point, where would you lean knowing that higher costs may prove to be a barrier for some underserved residents?
7. Your thoughts on the trail system in Parker?
8. If YOU were in charge of Parker Parks and Recreation, what would you do differently? What would you make sure to do that's the same?

APPENDIX B

STAKEHOLDER INTERVIEW LIST



Parker Parks, Recreation and Open Space Master Plan Stakeholder Interview List

Dates of Stakeholder Interviews: September 11-13, 2017

Location: Town Hall, Parker Colorado

Stakeholders: External Community Groups & Town of Parker Staff

Eppley Institute Team of Interviewers:

Layne Elliott
Michelle Monroe-Cook
Sally Pelto-Wheeler
William Roche
Kate Wiltz

Monday, September 11, 2017

Jared Musil, Town of Parker Parks and Recreation
Betsy Mercer, Town of Parker Parks and Recreation
Erik Stadsvold, Town of Parker Parks and Recreation
Andy Fraser, Town of Parker Parks and Recreation
Bob Bullock, Town of Parker Parks and Recreation
Lou Meadows, Town of Parker Parks and Recreation
Jamie Vollertsen, Town of Parker Parks and Recreation
Megan Arvidson, Town of Parker Parks and Recreation
Hillary Roemersberger, Town of Parker Parks and Recreation
Tim Logan, Town of Parker Parks and Recreation
Bryce Matthews, Town of Parker Community Development
Mary Munkata, Town of Parker Community Development
John Fussa, Town of Parker Community Development
Renee Williams, Town of Parker Council Member
Joshua Rivero, Town of Parker Council Member
John Diak, Town of Parker Council Member
Mike Waid, Town of Parker Mayor
Michelle Kivela, Town of Parker Town Administrator

Tuesday, September 12, 2017

Tim Ottoman, Ponderosa Highschool
Tracy Hutchins, SDI Inc
Randy Burkhardt, Douglas County Parks
Sara Crowe, Parker Chamber of Commerce
Josh Miller, Cherokee Trail Elementary
Valerie Robson, Douglas County Community Development
Kam Breitenbach, Rotary Club



Jason Jacob, Legend High School
Barry Riddle, Parker Tennis
Kurt Wolter, Trevey Land and Commercial
Gary Poole, Parker Planning Commission
Rich Foerster, Home Smart Realty
Elaine Mariner, Town of Parker Cultural Director
Elise Penington, Town of Parker Communications Director
Kelli Bainbridge, Pioneer Elementary
Dirk Richwine, Commission for Accreditation of Park and Recreation Agencies Advisor

Wednesday, September 13, 2017

Donna Forester, Seniors' Council for Douglas County
Mary Colton, Town of Parker Parks and Recreation
Alex Eaton, Town of Parker Parks and Recreation
Jim Cleveland, Town of Parker Parks and Recreation



APPENDIX C **COMMUNITY SURVEY**



Dear Community Member,

The Town of Parker is conducting research for a new parks and recreation master plan. You have been randomly selected to participate in a survey that is part of the Parks and Recreation Department's master planning effort. When complete, the new plan will guide the development and operation of your town's parks and recreation resources and activities for years to come.

To participate in the survey, please answer the questions that follow and return ALL pages, including this cover letter, in the accompanying pre-paid envelope.

On-line Option

If you prefer to take the survey online, please type <http://go.iu.edu/ParkerRS> into your web browser. When prompted, type in the 4-digit verification code.

Your verification code:

[Code Here](#)

Please return this survey at your earliest convenience. If you have any questions about the survey, please contact the Eppley Institute at (812) 855-3095 or Eppley@indiana.edu

Thank you for helping to shape the future of our community!

Respectfully,

A handwritten signature in black ink, appearing to read "JCleveland".

Jim Cleveland, Parks, Recreation and Open Space Director
Parker Parks and Recreation Department

PARKS AND RECREATION DEPARTMENT MASTER PLAN SURVEY

The Town of Parker Parks and Recreation Department would like your input to help determine parks and recreation priorities for its new five-year master plan. This survey will take 10-15 minutes to complete. The results of this survey will be used to guide the Parks and Recreation Department in the management, operation, and development of park resources for years to come. Your participation is valued and appreciated!

1. Are you a resident of the Town of Parker?

☐ Yes ☐ No

2. Using this list of the Town of Parker's PARKS and TRAILS, please identify how often you or a member of your household used each park over the past year. For any parks and trails that you or members of your household have not used, please indicate whether or not you were AWARE the park or trail existed.

Name of Park or Trail	How often have you or a member of your household used each park or trail over the past year?					If you did not use a park or trail, please indicate below whether or not you knew about it.	
	0 visits	1 – 5 visits	6 – 10 visits	11 – 20 visits	More than 20 visits	Aware of park but do not use	Unaware park existed
A. 20-Mile Historic Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
B. Auburn Hills Community Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
C. Bar CCC Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
D. Discovery Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
E. Dog and Disc Golf Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
F. Iron Horse Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
G. Living Wheel Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
H. McCabe Meadows	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
I. O'Brien Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
J. Preservation Park and Trailhead	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
K. Railbender Skate and Tennis Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
L. Salisbury Equestrian and Sports Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
M. Stroh Ranch Soccer Fields	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
N. Tallman Meadow Park	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
O. Baldwin Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
P. Centennial (E-470) Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
Q. Cherry Creek Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
R. Newlin Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
S. Sulphur Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
T. Tallman Gulch Trail	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed
U. Other (Please list.):	☐	☐	☐	☐	☐	Aware – Do not use	Unaware it existed

Town of Parker

3. Using the following list of the Town of Parker's parks and trails, please rate your LEVEL OF SATISFACTION for the PARKS and TRAILS that you or members of your household have used during the past year. If you have not visited a park or trail, please select "Don't Know."

Name of Park or Trail	How would you rate the condition of the park or trail?				
	Excellent	Good	Fair	Poor	Very Poor
A. 20-Mile Historic Park	5	4	3	2	1
B. Auburn Hills Community Park	5	4	3	2	1
C. Bar CCC Park	5	4	3	2	1
D. Discovery Park	5	4	3	2	1
E. Dog and Disc Golf Park	5	4	3	2	1
F. Iron Horse Park	5	4	3	2	1
G. Living Wheel Park	5	4	3	2	1
H. McCabe Meadows	5	4	3	2	1
I. O'Brien Park	5	4	3	2	1
J. Preservation Park and Trailhead	5	4	3	2	1
K. Railbender Skate and Tennis Park	5	4	3	2	1
L. Sallisbury Equestrian and Sports Park	5	4	3	2	1
M. Stroh Ranch Soccer Fields	5	4	3	2	1
N. Tallman Meadow Park	5	4	3	2	1
O. Baldwin Gulch Trail	5	4	3	2	1
P. Centennial (E-470) Trail	5	4	3	2	1
Q. Cherry Creek Trail	5	4	3	2	1
R. Newlin Gulch Trail	5	4	3	2	1
S. Sulphur Gulch Trail	5	4	3	2	1
T. Tallman Gulch Trail	5	4	3	2	1
U. Other (Please list.): _____	5	4	3	2	1

4. For any park or trail you rate "Fair" or lower in question 3, please help us better understand how the park/trail needs to be improved.

Name of Park or Trail rated "Fair" or lower	How should the Park or Trail be improved?				
	1.	2.	3.	4.	5.

Parks, Recreation and Open Space Master Plan

5. Please indicate if you or members of your household have used any of the following RECREATION FACILITIES listed below in the past year. If you or members of your household have used a facility in the past year, please indicate how **IMPORTANT** the facility is to your family's recreational needs.

Name of Facility		Do you or members of your household use this facility?		How important is it to YOU to have the following facility in Parker?			
		Yes	No	Very Important	Important	Somewhat Important	Not Important
A	H2O'Brien Pool	Yes	No	4	3	2	1
B	Parker Fieldhouse	Yes	No	4	3	2	1
C	Parker Recreation Center	Yes	No	4	3	2	1
D	Baseball Fields	Yes	No	4	3	2	1
E	Basketball Courts	Yes	No	4	3	2	1
F	Disc Golf Course	Yes	No	4	3	2	1
G	Trails	Yes	No	4	3	2	1
H	Playgrounds	Yes	No	4	3	2	1
I	Shelters	Yes	No	4	3	2	1
J	Skate Park	Yes	No	4	3	2	1
K	Softball Fields	Yes	No	4	3	2	1
L	Tennis Courts	Yes	No	4	3	2	1
M	Other (Please list.): _____	Yes	No	4	3	2	1

6. Which **THREE** facilities from Question #5 have you or members of your household used the most during the past year?

Most: _____ (enter A – M)
 2nd Most: _____ (enter A – M)
 3rd Most: _____ (enter A – M)

7. From the list in Question #5, which **THREE** facilities contribute the most to your health?

Most: _____ (enter A – M)
 2nd Most: _____ (enter A – M)
 3rd Most: _____ (enter A – M)

8. Below is a list of recreation **FACILITIES** and **AMENITIES**. Some are currently provided by the Town of Parker; others are not. Please rate how important it is for YOU that the Town of Parker **INCREASE** the availability of the facilities and amenities listed below.

Name of Amenity		Need More Access	Might Need More	What exists is Adequate	Already More Resources than Needed	Unsure
A	Baseball Fields	4	3	2	1	☐
B	Basketball Courts	4	3	2	1	☐
C	Bike Racks	4	3	2	1	☐
D	Community Pools (Indoor)	4	3	2	1	☐
E	Community Pools (Outdoor)	4	3	2	1	☐
F	Concessions Services	4	3	2	1	☐
G	Disc Golf Courses	4	3	2	1	☐
H	Dog Parks	4	3	2	1	☐
I	Drinking Fountains in Parks	4	3	2	1	☐
J	Educational/Historical (Interpretive) Displays	4	3	2	1	☐
K	Equestrian Facilities	4	3	2	1	☐
L	Fitness Centers	4	3	2	1	☐
M	Football Fields	4	3	2	1	☐
N	Golf Courses	4	3	2	1	☐
O	Horseshoe Pits	4	3	2	1	☐
P	Ice Skating Rinks (Indoor)	4	3	2	1	☐
Q	Ice Skating Rinks (Outdoor)	4	3	2	1	☐
R	In-line Skating	4	3	2	1	☐
S	Multipurpose Fields	4	3	2	1	☐
T	Nature Center	4	3	2	1	☐
U	Pickle Ball	4	3	2	1	☐
V	Picnic Tables	4	3	2	1	☐
W	Playgrounds	4	3	2	1	☐
X	Recreation Center	4	3	2	1	☐
Y	Restrooms	4	3	2	1	☐
Z	Shelters/Gazebos	4	3	2	1	☐
AA	Skate Parks	4	3	2	1	☐
BB	Softball Fields	4	3	2	1	☐
CC	Soccer Fields (Indoor)	4	3	2	1	☐
DD	Soccer Fields (Outdoor)	4	3	2	1	☐
EE	Splash Pads	4	3	2	1	☐
FF	Tennis Courts	4	3	2	1	☐
GG	Trailheads	4	3	2	1	☐
HH	Water Based Recreation	4	3	2	1	☐
II	Other (Please list.): _____	4	3	2	1	☐

9. Which THREE amenities from Question #8 are the most important to you?

Most: _____ (enter A – I)

2nd Most: _____ (enter A – I)

3rd Most: _____ (enter A – I)

10. Please indicate if you or members of your household have participated in any of the RECREATION PROGRAMS listed below in the past year. If you or members of your household have participated in a program, please indicate your OVERALL level of satisfaction for the type of program you participated in.

Name of Program		Participate in this type of program over the past year?		If you or a member of your household did participate, what is your overall level of satisfaction for the program?						
		Yes	No	Excellent	Good	Fair	Poor	Very Poor	Don't Know	
A	Aquatics (adult)	Yes	No	5	4	3	2	1	0	
B	Aquatics (youth)	Yes	No	5	4	3	2	1	0	
C	Community Events (e.g. races, festivals)	Yes	No	5	4	3	2	1	0	
D	Day Camps	Yes	No	5	4	3	2	1	0	
E	Fitness/Wellness Programs	Yes	No	5	4	3	2	1	0	
F	Senior Programming	Yes	No	5	4	3	2	1	0	
G	Sports (adult)	Yes	No	5	4	3	2	1	0	
H	Sports (youth)	Yes	No	5	4	3	2	1	0	
I	Therapeutic Recreation	Yes	No	5	4	3	2	1	0	
J	Kids Zone (youth programs)	Yes	No	5	4	3	2	1	0	

11. For any PROGRAM type in which you or a member of your household participated and that you ranked “Fair” or lower in question 10, please explain how the program should be improved.

Name of Program “Fair” or lower	How should the program be improved?
1.	
2.	
3.	
4.	
5.	

12. Neighborhood parks are typically built and managed by a Home Owners Association (HOA). Do you use a neighborhood park managed by an HOA?

- ☐ Yes
☐ No

I do NOT use a neighborhood park managed by an HOA, because:

(PLEASE ONLY CHECK ONE OF THE FOLLOWING)

- ☐ There is not a neighborhood park near me
☐ The neighborhood park is too small
☐ The neighborhood park does not have facilities/amenities that interest me
☐ The neighborhood park is in need of maintenance
☐ I have safety concerns
☐ Did not know the neighborhood park was there
☐ Simply not interested
☐ Other: _____

13. Ultimately, programs require funding. The Town aims to balance the greatest level of access to programs with maintaining a strong, diversified program set. This balance requires the Town to consider its program fees and how much of actual program costs they will cover while keeping fees low enough for many community members can participate in the programs being offered. Based on your OVERALL personal experiences with the PROGRAMS you have been involved with, which statement best aligns with your feelings:

- ☐ Program Fees are far TOO LOW and should be adjusted higher to allow the department to continue expanding offerings.
☐ Program Fees are a LITTLE LOW and could be raised a small amount.
☐ Program Fees are FAIR and should not be adjusted.
☐ Program Fees are a LITTLE HIGH and could be decreased a small amount.
☐ Program Fees are far TOO HIGH, and fees should be greatly reduced, even if this means decreasing program offerings.
☐ Other (please describe) _____

Parks, Recreation and Open Space Master Plan

14. If additional funding were available for the Town of Parker Parks and Recreation Department to fund CAPITAL DEVELOPMENT of parks and trails, how would you allocate the funding among the competing categories below? Enter as much or as little as you wish for each category, but please make your total allocation equal 100%.

Category	% Allocation
Fieldhouse (expansion)	%
H2O'Brien Pool (expansion)	%
Improve quality of existing parks	%
Improve quality of existing trails	%
LAND (acquisition only) for Park Development	%
New indoor pool (sized appropriately for competitive meets)	%
Purchase of land (or easements) for preservation of open space	%
Recreation Center (addition of a second facility)	%
Rueter-Hess Reservoir (development of trails and recreation opportunities)	%
Salisbury Park (expansion - North Development)	%
Trail development (additional)	%
Other (Please describe.)	%
TOTAL (should equal 100%)	%

15. Please select ALL of the ways that you CURRENTLY learn about the Town of Parker Parks and Recreation Department's services and programs within the parks.

- ☐ www.parkerrec.com
☐ Newspaper articles
- ☐ From friends and neighbors
 ☐ Recreation Brochure
- ☐ *Talk of the Town* (Newsletter)
 ☐ Blogs
- ☐ Flyers/posters at parks and rec facilities
 ☐ Parks and Rec Department e-mail bulletins
- ☐ Conversations with parks and rec staff
 ☐ Newspaper advertisements
- ☐ Facebook, Twitter, YouTube, or Instagram
 ☐ Other: _____
- ☐ I do not receive any information

16. Please select ALL of the ways that you **WOULD PREFER** to learn about the Town of Parker Parks and Recreation Department's services and programs within the parks.

- ☐ www.parkerrec.com
☐ Newspaper articles
☐ From friends and neighbors
 ☐ Blogs
☐ Flyers/posters at parks and rec facilities
 ☐ Parks and Rec Department e-mail bulletins
☐ Conversations with parks and rec staff
 ☐ Newspaper advertisements
☐ Facebook, Twitter, YouTube, or Instagram
 ☐ Other: _____
☐ Recreation Brochure
 ☐ Television
☐ Radio

17. The following are some of the benefits that you, members of your household, and the community in general may receive from parks, trails, recreation facilities, programs, and services. For each item below, please indicate how strongly you agree or disagree that it is a benefit of parks and rec facilities and programs.

Benefits		Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
A	Enhance community appearance	5	4	3	2	1
B	Help attract new residents and businesses	5	4	3	2	1
C	Help reduce crime	5	4	3	2	1
D	Improve diet and nutrition	5	4	3	2	1
E	Improve mental health and reduce stress	5	4	3	2	1
F	Improve physical health and fitness	5	4	3	2	1
G	Improve social connections	5	4	3	2	1
H	Increase opportunities for people of different cultures to interact	5	4	3	2	1
I	Increase property values in surrounding area	5	4	3	2	1
J	Make Parker a more desirable place to live	5	4	3	2	1
K	Strengthen sense of community	5	4	3	2	1
L	Preserve open space and the environment	5	4	3	2	1
M	Promote tourism in the town	5	4	3	2	1
N	Provide access to the outdoors and nature	5	4	3	2	1
O	Protect the town's historical attributes	5	4	3	2	1
P	Other (Please describe): _____	5	4	3	2	1

Parks, Recreation and Open Space Master Plan

18. From Question #17, which THREE benefits are the most important to you or members of your household?

Most: _____ (enter A – P)

2nd Most: _____ (enter A – P)

3rd Most: _____ (enter A – P)

19. Please indicate any of the following circumstances that prevent you from using parks or attending programs within parks as often as you would like.

- ☐ Lack of time ☐ Poor health/mobility ☐ Lack of access
☐ Parks are too far away ☐ Don't know where parks are ☐ Don't know about programs
☐ Other (please list): _____

20. Would you say that in general your health is:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

21. During the past 30 days, for approximately how many days did your poor physical or mental health keep you from doing your usual activities, such as self-care, work, or recreation?

- ☐ 0-3 days
☐ 4-7 days
☐ 8-14 days
☐ 15-21 days
☐ 22-30 days

22. There are some circumstances in life that make it easy for us to be healthy, and other circumstances that make it more difficult. Please indicate which of the following circumstances prevent you or members of your household from using parks and recreation services. Check all that apply.

- ☐ My neighborhood does not have a park, recreation facility, or trail within a 10-minute walk
- ☐ Not enough time
- ☐ Not enough money
- ☐ Personal safety concern – the walk to the park or trail is not safe due to traffic or roadways
- ☐ Personal safety concern – the park or trail is not safe
- ☐ The Department's programs, parks, or facilities are not accessible to people with disabilities
- ☐ Personal health problem
- ☐ Inadequate or poorly maintained facilities
- ☐ Programs that the Department offers do not interest me
- ☐ Other: _____

23. Counting yourself, how many people in your household belong to each age group? (Please write the NUMBER of people in your household for each age group below; please DO NOT just provide a checkmark.)

_____	Under age 5	_____	Ages 20-24	_____	Ages 55-64
_____	Ages 5-9	_____	Ages 25-34	_____	Ages 65-74
_____	Ages 10-14	_____	Ages 35-44	_____	Ages 75+
_____	Ages 15-19	_____	Ages 45-54		

24. What is your sex?

- ☐ Female ☐ Male ☐ Prefer not to answer

25. How long have you lived in the Town of Parker?

- ☐ Less than one year
- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-15 years
- ☐ 16 or more years

26. What is your race/ethnicity? (Please check all that apply.)

- ☐ White
- ☐ Black or African American
- ☐ American Indian and Alaskan Native
- ☐ Asian
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ Other Race: _____

27. Are you of Hispanic, Latino, or Spanish origin?

- ☐ No, not of Hispanic, Latino, or Spanish origin
- ☐ Yes, Mexican, Mexican American, Chicano
- ☐ Yes, Puerto Rican
- ☐ Yes, Cuban
- ☐ Yes, another Hispanic, Latino, or Spanish Origin: _____

28. What is your household income?

- ☐ Under \$25,000
- ☐ \$25,000-\$49,999
- ☐ \$50,000-\$74,999
- ☐ \$75,000-\$99,999
- ☐ \$100,000-\$199,999
- ☐ \$200,000 or more

29. Do you have any additional comments for the Town of Parker Parks and Recreation Department?

Conclusion

Thank you for completing this survey for the Town of Parker Parks and Recreation Department’s Master Plan. Your responses will remain confidential and will be used by the Town of Parker to help plan for a successful future for our community!



APPENDIX D
**TOWN OF PARKER
RECREATION FACILITY AND
SERVICE PROVIDERS
(UPDATED SUMMER 2017)**

Town of Parker Recreation Facility and Service Providers (Updated Summer 2017)

Recreation Provider														
Adult Sports					After School Programs					Youth Sports Programs				
Parker Parks and Recreation Department	Adult Sports	After School Programs	Art Programs	Athletic Fields	Birthday Parties	Day Camp	Fitness Programs	Gymnastics	Gymnasiums	Ice Skating	Indoor Pool	Tennis Courts	Marital Arts Programs	Outdoor Pool
20 Mile Crossfit	X	X	X	X	X	X	X	X	X	X	X	X	X	X
5280 Martial Arts							X							
9Rounds Fitness							X							
ABBA Martial Arts/Karate for Kids														
Anthology West Community Pool														
Bardo's Diamond Sports							X							
Boondocks Food & Fun Center														
Canterberry Crocs														
Canterberry Crossing Community Pool														
Chaparral Theatre														
Children's Learning Adventure														
Children's Music Academy														
Clarke Farms Community Swimming Pool														
Clarke Farms Tsunamis														
Colorado Premier Baseball														
Colorado School of Dance														
Colorado Storm Soccer Association														
CorePower Yoga														
Creekside Recreation Center														
Dancing Princess Parties														
Deep Space														
Dolphin2 Swim School														
Double Angel Ballpark														
Douglas County Parks and Trails														
Douglas County School District														
E&E Dance Company														
Farrell's eXtreme Bodyshaping														
Fencing Academy of Parker														
Fit360® Parker														
Fitness Together														
Front & Center Theatre Academy														
Generation Fitness														
Global Village Academy														
Great Play of Parker														
Group X Fitness Club														
Hidden River Community														
High Altitude Tennis														
I9 Sports														
Idylwild Community														
iLoveKickboxing														
iThrive Yoga														
Kiddle Academy of Parker														
Kinetics Youth Center														
Kiryu Aikido Colorado														
Koko FitClub of Parker														
La Petite Academy of Parker														
Life Time Fitness														
Little Monkey Business														
Liver-Hunt Kickboxing Academy														

Parks, Recreation and Open Space Master Plan

Recreation Provider		Adult Sports	After School Programs	Art Programs	Athletic Fields	Birthday Parties	Day Camp	Fitness Programs	Gymnastics	Gymnasiums	Ice Skating	Indoor Pool	Tennis Courts	Martial Arts Programs	Outdoor Pool	Parks	Performing Arts-Dance	Performing Arts-Music	Performing Arts-Theatre	Playgrounds	Skills Clinics/Camps	Swim Lessons	Swim Team	Teen Programs	Trails	Youth Sports Programs
M2 Core +			X					X																		
Merryhill Preschool			X																							
Momentum Athletic Center									X									X								
Music @ Mainstreet																										
Ninpiden Dojo														X												
Omega Martial Arts														X												
Orangetheory Fitness Parker								X																		
Otomi Martial Arts														X												
Parker Academy of Martial Arts														X												
Parker Arts, Culture & Events Center				X													X	X	X				X			
Parker Burn Boot Camp								X																		
Parker Core Knowledge			X																							
Parker Dance Academy																	X									
Parker Kung Fu														X												
Parker Landing Child Development Center			X				X																			
Parker Monart				X																						
Parker Montessori			X																							
Parker Panthers																					X				X	
Parker Performing Arts School																	X	X	X							
Parker Tennis		X																			X		X		X	
Parker Youth Sports-Parker Hawks																					X				X	
PEPC Early Learning Center			X																							
Pop Warner																									X	
Primrose School of Parker			X																							
Real Colorado																				X					X	
Riva Ridge-Community												X										X				
SafeSplash Swim School																										
Scale Gymnastics									X																	
School of Chines Martial Arts													X													
Sky Zone Trampoline Park						X																				
SpaceTime Kids						X																				
Spirit Wild Kempo Karate														X		X										
Stepping Stone Community															X	X						X				
Stonegate Community													X		X	X						X				
Stonegate KinderCare			X																							
Stonegate Stingrays													X									X				
Stonegate Tennis Courts																										
Stonegate Village Swimming Pool												X			X							X				
Stroh Ranch Community												X							X							
Stroh Ranch Anthology Dolphins																							X			
Studio 9 Dance Studio																		X								
Summit Pilates								X																		
Swim TLC-Phenomena																							X			
Tamminga Music Studio																		X								
The Goddard School			X				X																			
The Meadows Early Learning Center			X																							
The Pinery																										
The Pinery Country Club		X											X		X	X				X						
The Schoolhouse at Mainstreet																			X							
Tiger Lee's World Class Taekwondo													X													
Tiger Rock Academy														X												
UFC Gym								X																		



Request for Town Council Action

Date: May 15, 2023

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.577 - Second 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

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 the 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, Colorado Revised Statutes, allows a qualified local Authority Having Jurisdiction (AHJ) to enter into an 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 the 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 second reading.

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: _____
---	--

Additional AHJ Approving Parties signatures (if applicable)

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____



Request for Town Council Action

Date: May 15, 2023

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.578 – Second 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 Plat, 1st Amendment
Department: Engineering and Public Works, Michael Grabczyk

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 second reading.

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

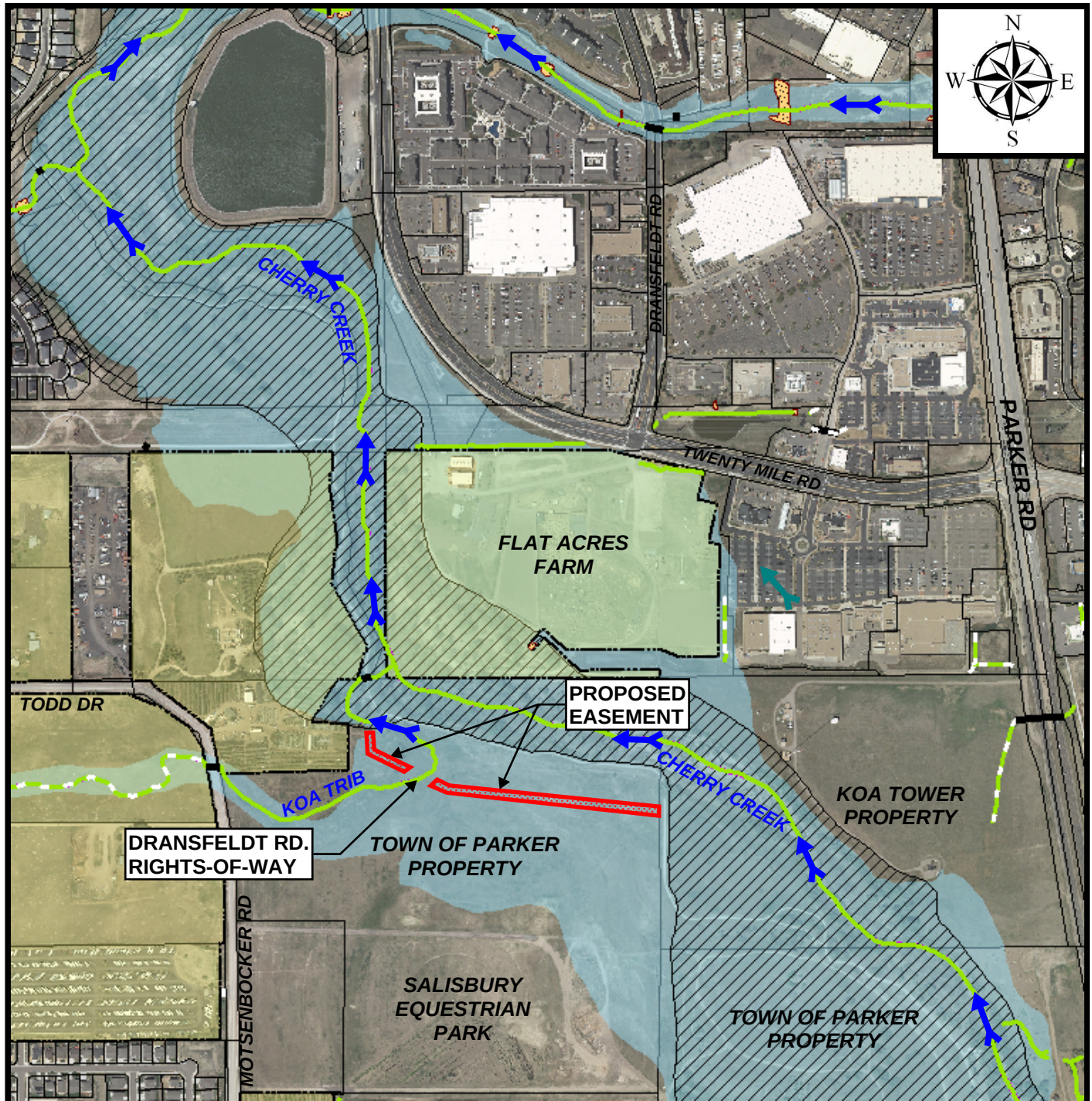
Other Features

-  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 PLAT, 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 Plat, 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 Plat, 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 Plat, 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.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Jeff Toborg, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

STATE OF **COLORADO**)
) ss
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jeff Toborg, Mayor of the Town of Parker, Colorado.

My commission expires: _____.

SEAL

Notary Public

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Ron R. Redd, P.E., as District Manager, of the Parker Water and Sanitation District.

My commission expires: _____.

SEAL

Notary Public

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**.

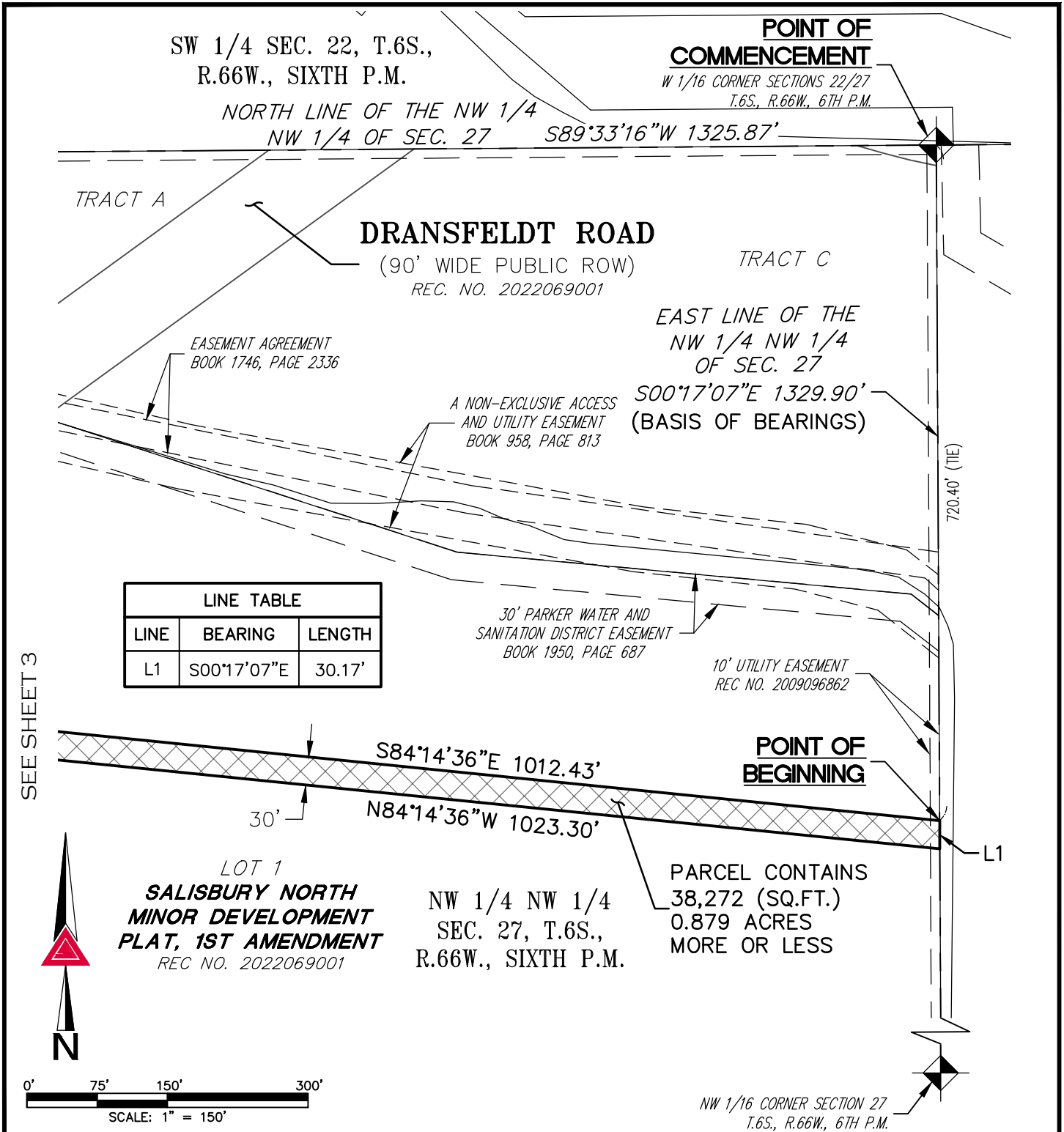
EXCEPT THEREFROM THAT PORTION OF DRANSFELDT ROAD DEDICATED ON SAID PLAT OF SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT.

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

EXHIBIT ATTACHED AND MADE A PART HEREOF.

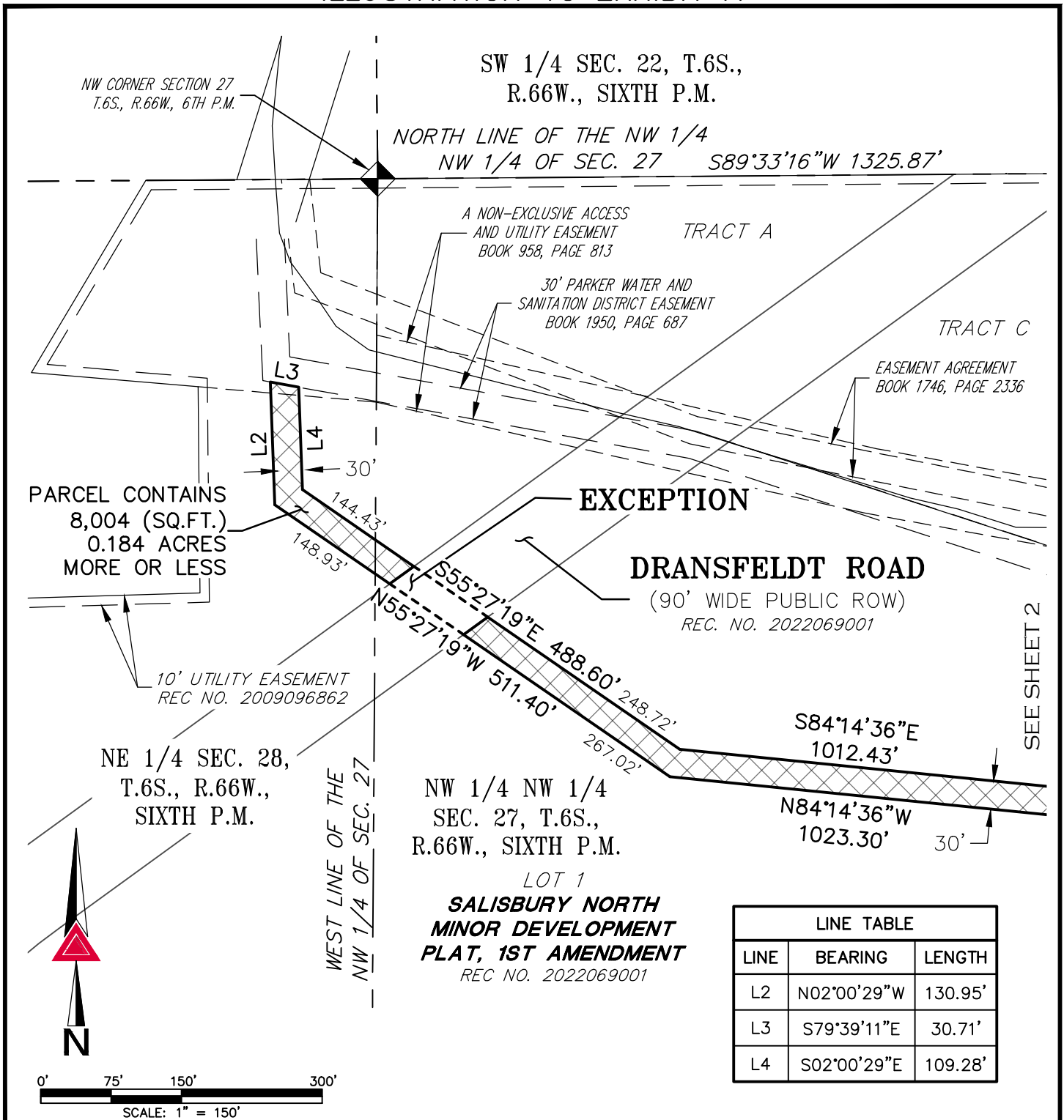
BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

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





Request for Town Council Action

Date: May 15, 2023

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.579 - Second 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

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



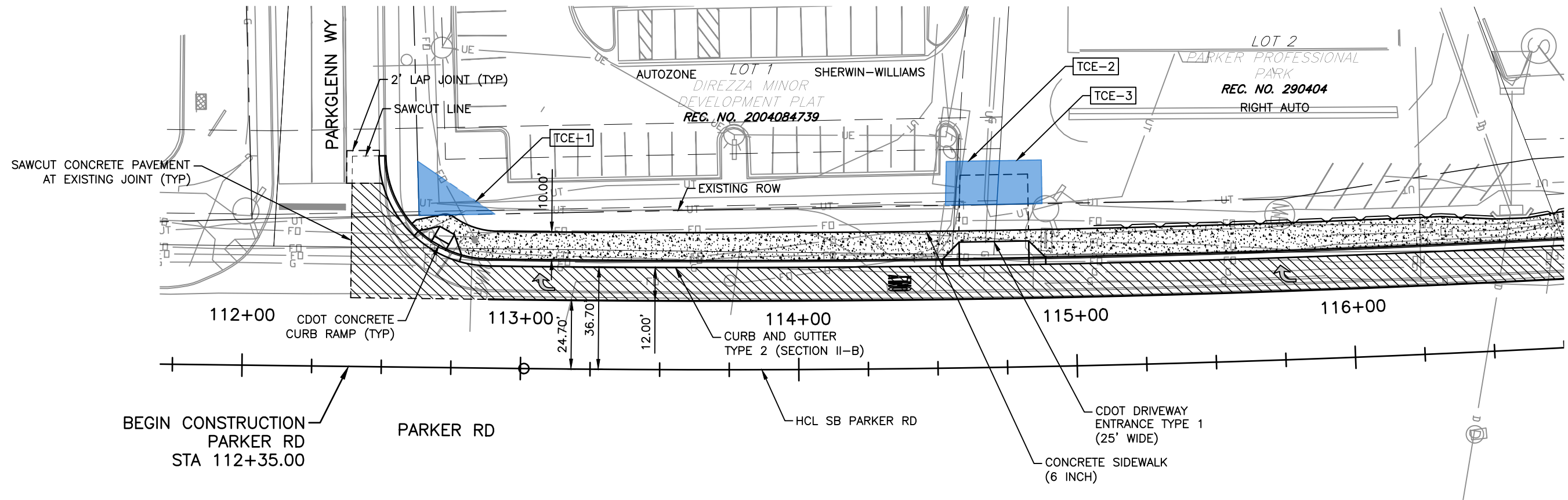
INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.579

RECOMMENDED MOTION

I move to approve Ordinance No. 1.579 on second reading.



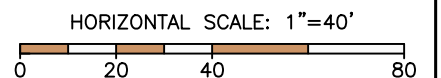
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT AQUISIION

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)

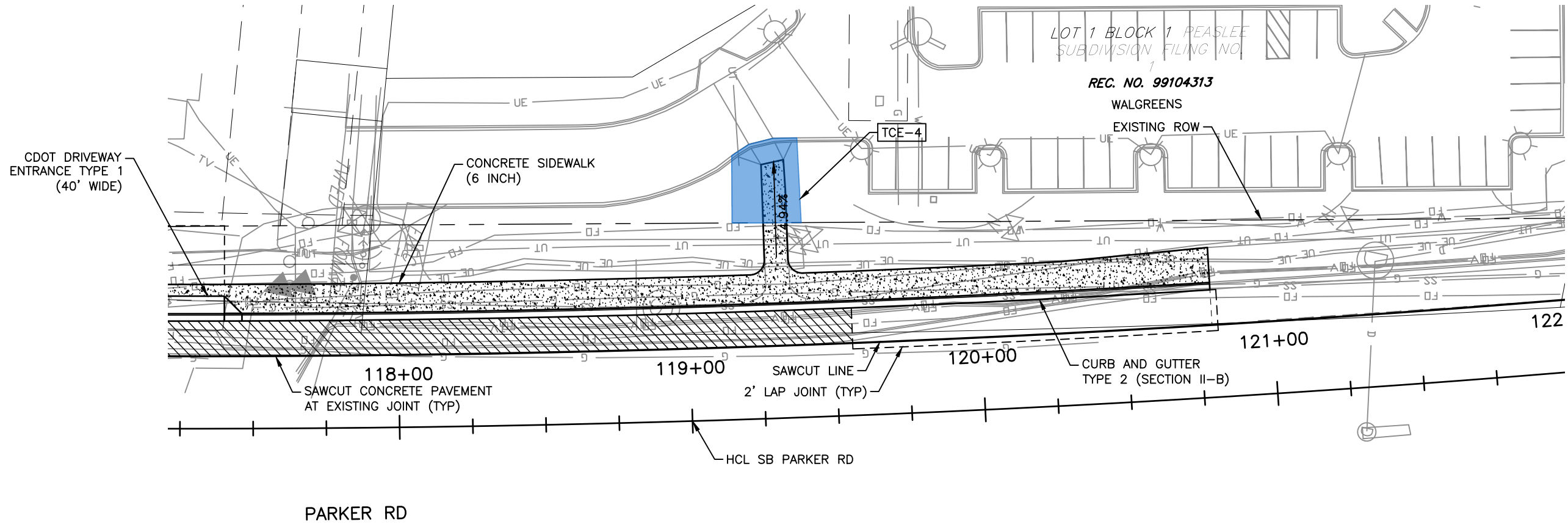
NOTES:

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



Print Date: 10/28/2021 10:26:59 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-1 of 4	Sheet Number	

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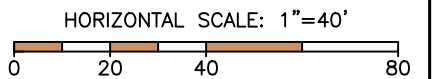
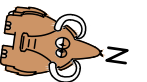
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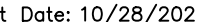
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT AQUISITION

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)

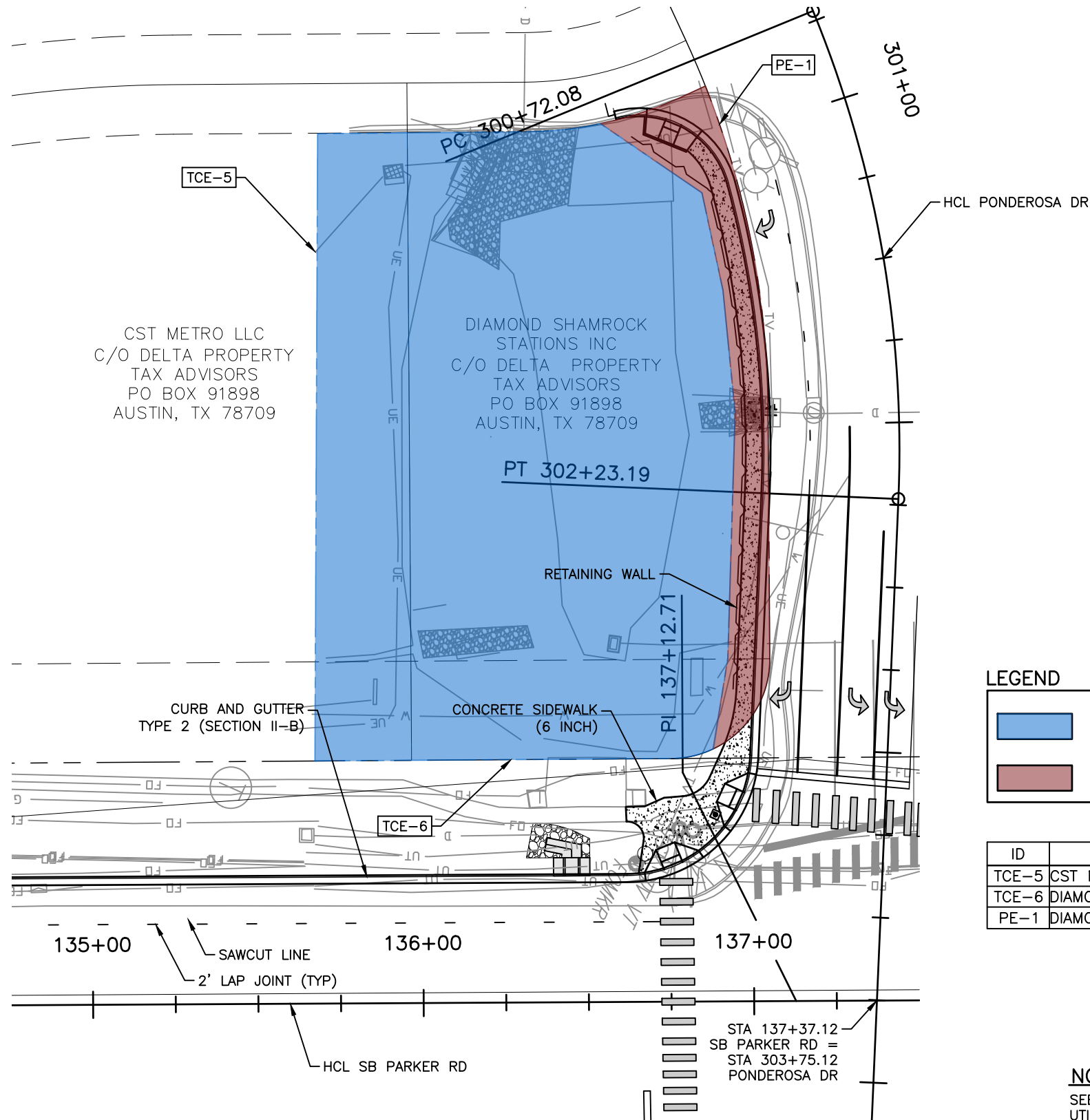
NOTES:

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



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Horizontal Scale: 1"=40' Vertical Scale: N/A							Revised:		Designer: DCS	Structure Numbers		
6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com							Void:		Detailer: DCS			
							Subest: Roadway		Sheets: EX-2 of 4	Sheet Number		

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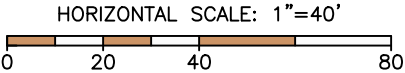
LEGEND

	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.



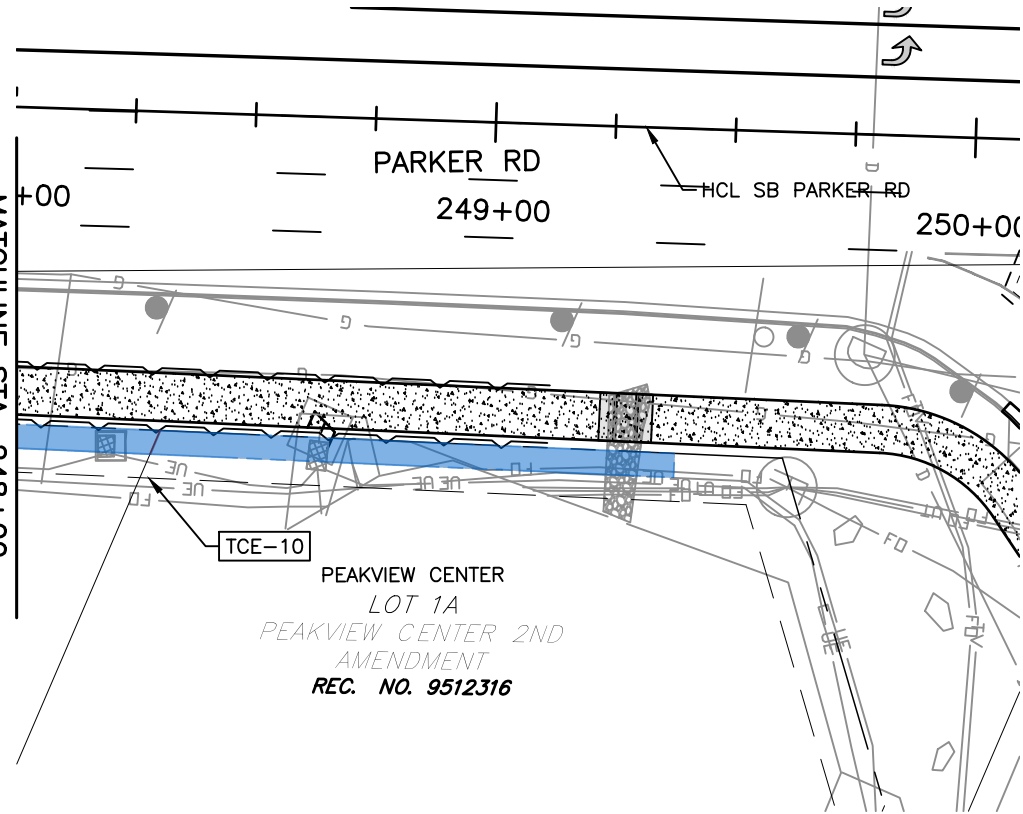
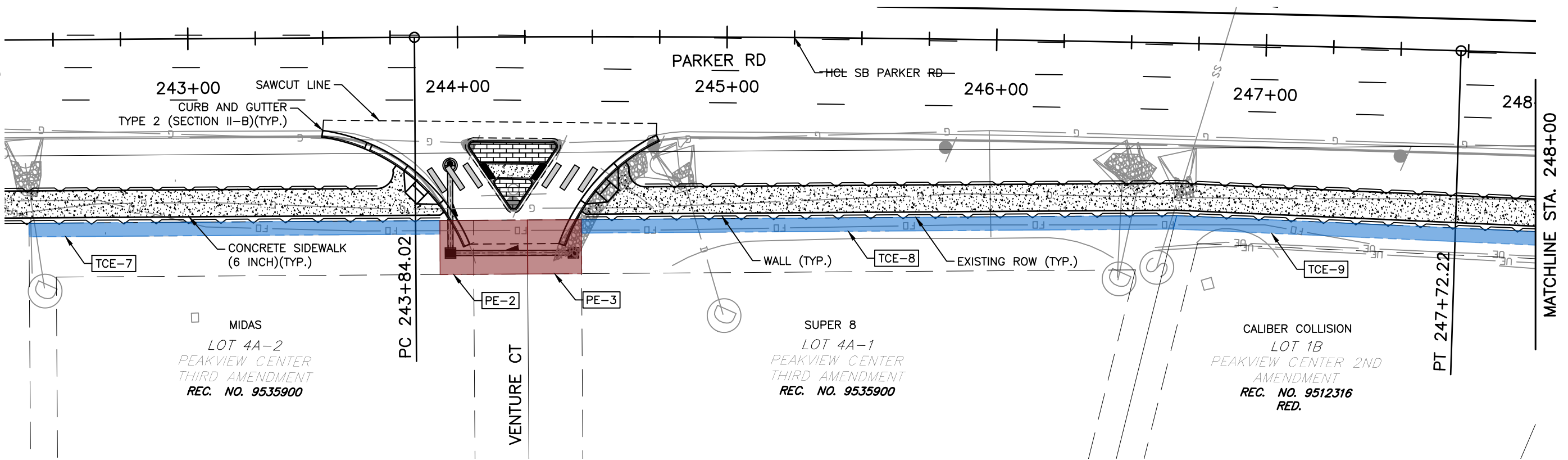
Print Date: 10/28/2021 10:28:19 AM
File Name: 117363-12 Proposed ROW Exhibits.dwg
Horizontal Scale: 1"=40' Vertical Scale: N/A
6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com

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		
		Detailer: DCS	Numbers		
Void:		Subset: Roadway	Sheets: EX-3 of 4		Sheet Number

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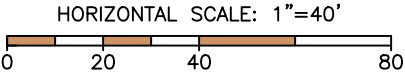
LEGEND

- 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 117363-07
No Revisions:		Designer:	DCS	Structure	
Revised:		Detailer:	DCS	Numbers	
Void:		Subset:	Roadway	Sheets:	EX-4 of 4
					Sheet Number

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.

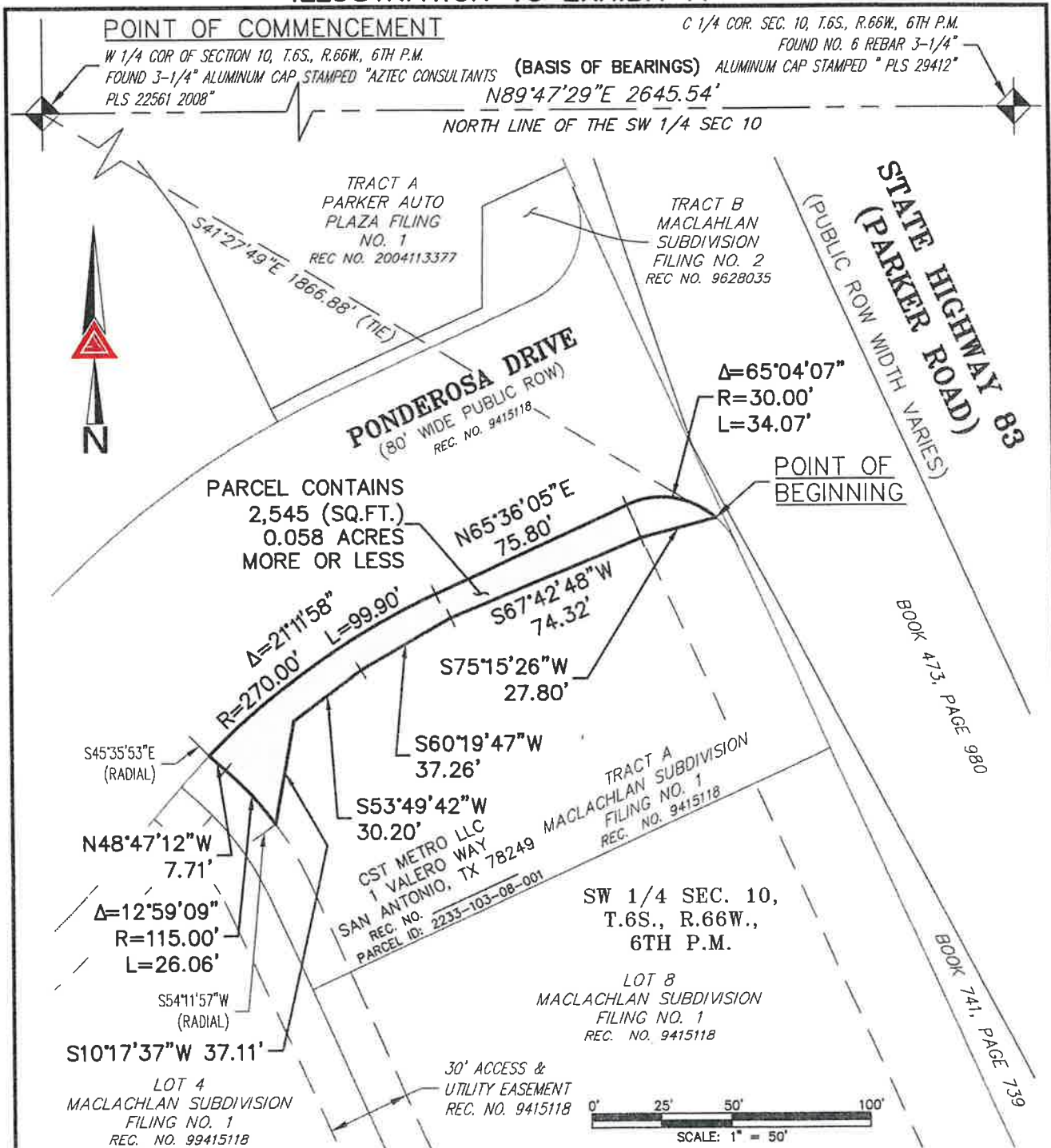
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE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

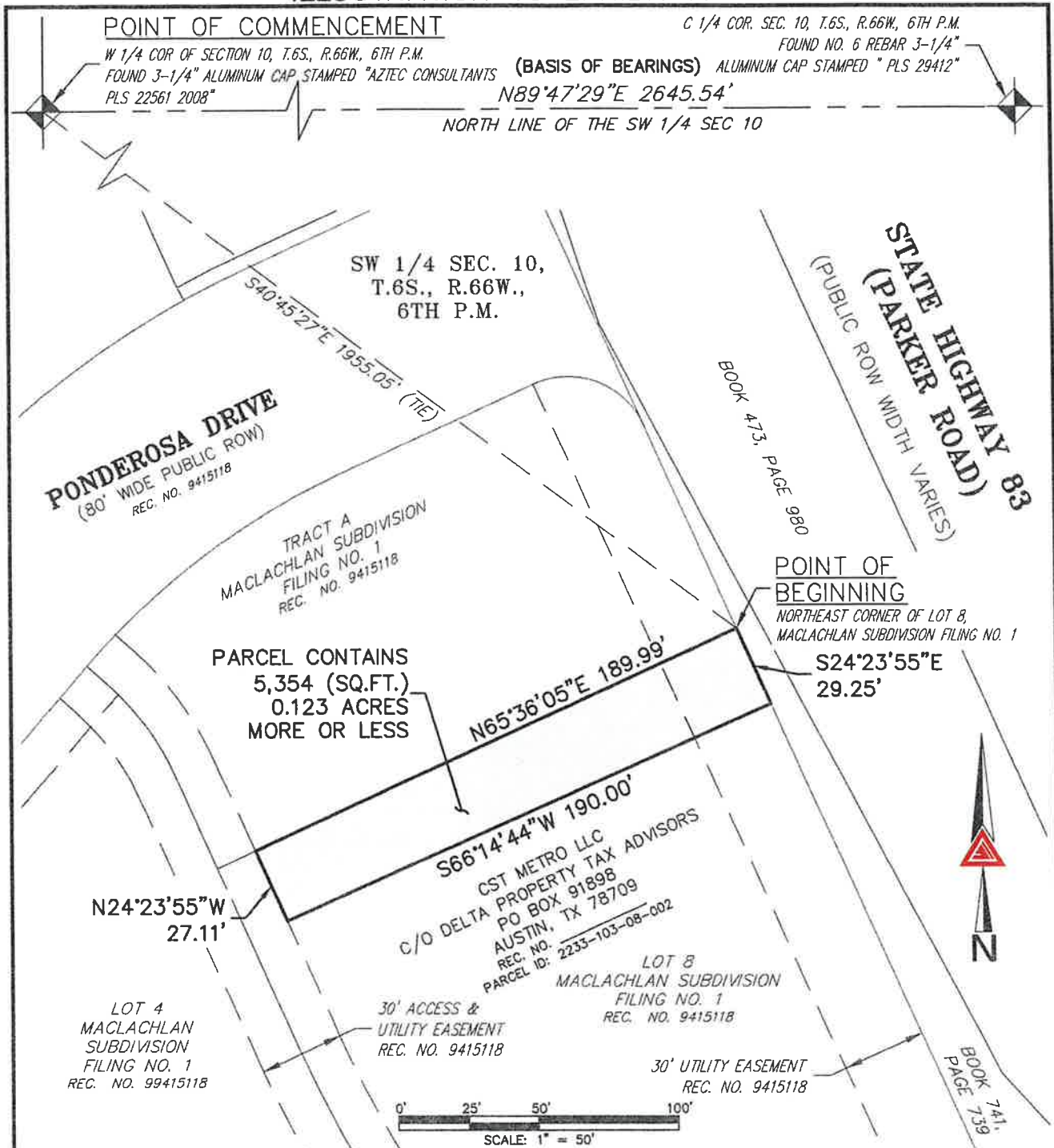
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE 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 $24^{\circ}55'53''$, AN ARC LENGTH OF 13.05 FEET;
2. SOUTH $24^{\circ}23'55''$ 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.

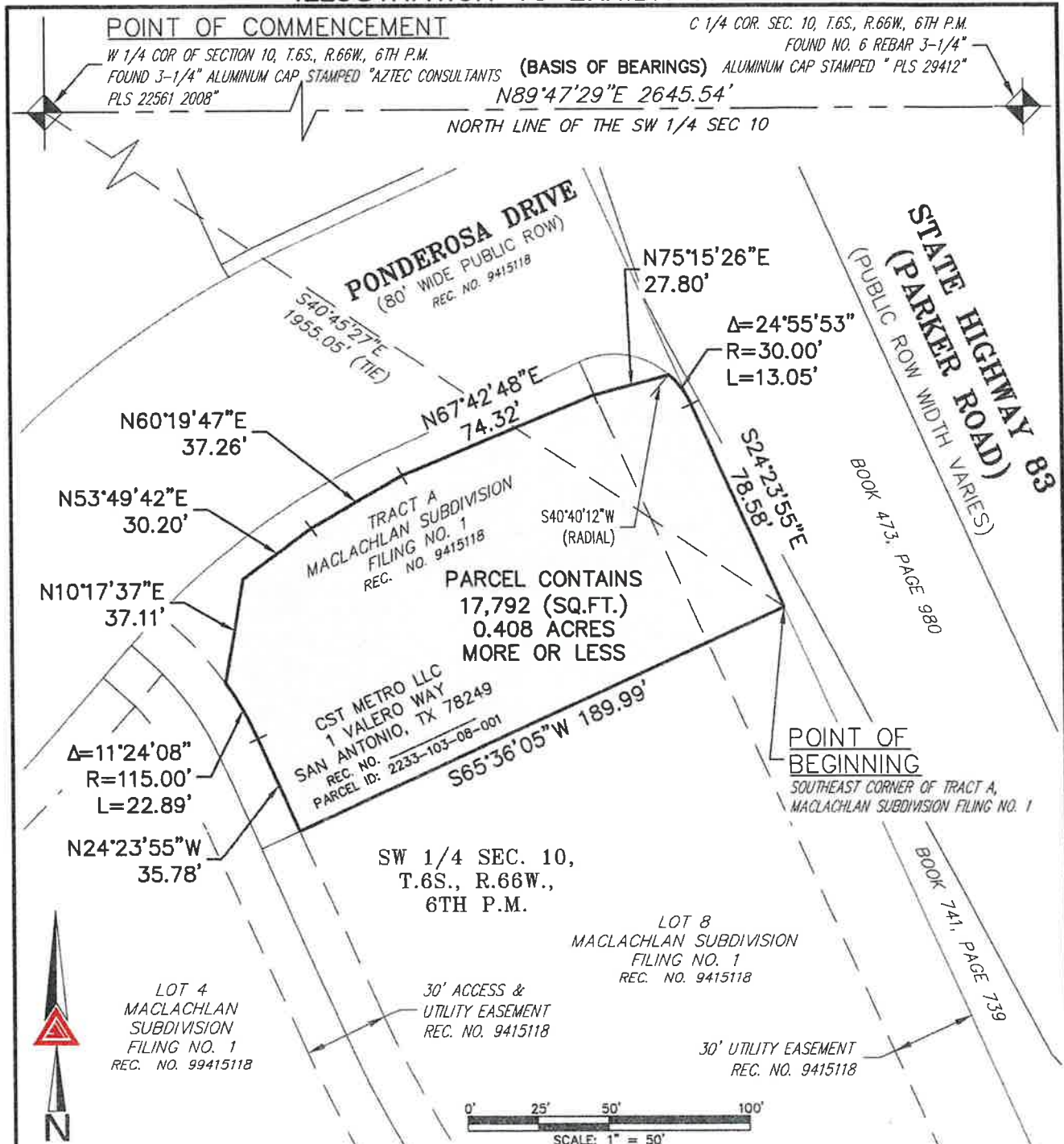
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ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
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300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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\

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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 15, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney
Jim Tsurapas, Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.357 - Second 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

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 State and Local Fiscal Recovery Funds (“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 second reading.

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
---	--

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

APPROVED AS TO CONTENT:

DocuSigned by:
Doug DeBord
By: B5C95B8DCFA84AA...
Doug DeBord
County Manager

DATE: N/A

DATE: 5/21/2021

APPROVED AS TO FISCAL CONTENT:

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

APPROVED AS TO LEGAL FORM:

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

DATE: 5/19/2021

DATE: 5/18/2021

APPROVED AS TO INSURANCE REQUIREMENTS:

By: N/A

DATE: N/A



Request for Town Council Action

Date: May 15, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney
Jim Tsurapas, Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.358 - Second 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

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 second reading.

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 15, 2023

Submitted By: Amber Wood Hicken, Planner I

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-049**
A Resolution to Exempt Certain Real Property Commonly Known as the Kings Point Way Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Amber Wood-Hicken

EXECUTIVE SUMMARY

In 2019, the Town constructed Kings Point Way to connect Cottonwood Drive in the Crown Point Planned Development (PD) to the future Aurora Parkway in the City of Aurora. The Town is proposing an Exemption Plat to subdivide excess right-of-way (ROW) for Kings Point Way and convey it to the adjacent property owners.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the property owner of the Vantage Point PD dedicated a 40-foot wide parcel of land to the Town for use as ROW to support the construction of Kings Point Way. This roadway is intended to connect Cottonwood Drive at the boundary of the Vantage Point and Crown Point PD's to the future Aurora Parkway in the City of Aurora to the north. The parcel that was dedicated to the Town has a total area of 1.37 acres and is approximately one-third (1/3) of a mile in length. At the time of dedication, the Town had not yet designed Kings Point Way so the future limits of the ROW were not yet known.

In 2017, the Town commenced the design of the Kings Point Way roadway project including the above-referenced parcel that had been dedicated to the Town. During the design process, staff confirmed that the dedicated parcel to be used for ROW contains an existing petroleum pipeline owned by (Magellan Midstream Partners) located in an easement that runs parallel with the planned roadway. The Magellan pipeline easement does not allow a roadway to run parallel over it but does allow a roadway to cross perpendicular over it (such as a driveway). Due to this constraint, the design process ultimately shifted the roadway east so that the cartway (paved section) does not overlay the pipeline except at the intersection of Kings Point Way and Cottonwood Drive where it crosses perpendicular over the pipeline as allowed. The Town completed the design process, obtained approval from Magellan, and finalized ROW acquisition

in 2018-2019. The construction of Kings Point Way was completed in 2020.

As a result of the above, the Town now has excess ROW along the west side of Kings Point Way adjacent to the Vantage Point PD. The Town may vacate the excess ROW and is proposing an Exemption Plat to subdivide the 1.37 acre parcel that was dedicated to the Town into three (3) tracts. The Town will retain the southernmost tract because it is needed as ROW but the middle and northern tracts will be vacated and conveyed back to the adjacent property owners in the Vantage Point PD. After the proposed Exemption Plat is approved, the conveyance of the middle and northern tracts back to the adjacent property owner will be processed through a future ordinance subject to Town Council approval.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. King's Point West ROW Vicinity Map
2. Resolution No. 23-049

RECOMMENDED MOTION

I move to approve Resolution No. 23-049.

King's Point West Right of Way

Exemption Plat



RESOLUTION NO. 23-049, Series of 2023

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE KINGS POINT WAY PROPERTY FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

WHEREAS, the Town Council may, pursuant to resolution, exempt from the definition of the terms "subdivision" and "subdivided land," any division of land if the Town Council determines that such is not within the purposes of the Town of Parker Land Development Ordinance;

WHEREAS, the Town owns certain real property located within the Town and commonly known as the Kings Point Way property, which is a public right-of-way (the "Property");

WHEREAS, a portion of the Property is not needed for Kings Point Way and is excess right-of-way (the "Excess ROW"); and

WHEREAS, the Town desires to establish one separate and distinct tract for Kings Point Way and two separate and distinct tracts for the Excess ROW, which are more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference.

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

Section 1. The Town Council hereby exempts the division of the Property into three separate and distinct tracts, as described in Exhibit A, from the definition of the terms "subdivision" and "subdivided land," as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the subdivision exemption plat for the Property, which is attached as **Exhibit B** and incorporated by this reference (the "Subdivision Exemption Plat").

Section 3. The Town Council hereby authorizes the Mayor and Town Clerk to execute the Subdivision Exemption Plat and directs the Town Clerk to record the Subdivision Exemption Plat with the Douglas County Clerk and Recorder's Office.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT RIGHT-OF-WAY LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND DEDICATED TO THE TOWN OF PARKER AS RIGHT-OF-WAY ALONG THE EASTERLY BOUNDARY OF VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JUNE 2, 2016 AT RECEPTION NO. 2016034965, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 4, WHENCE THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 4 BEARS NORTH 00°07'08" WEST A DISTANCE OF 2,594.46 FEET, WITH BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER AND THE EASTERLY BOUNDARY OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, NORTH 00°07'05" WEST, A DISTANCE OF 1,686.49 FEET TO THE NORTHEASTERLY CORNER OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, BEING A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND DEDICATED TO THE TOWN OF PARKER AS RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'15", AN ARC LENGTH OF 107.71 FEET;
- 2) TANGENT TO SAID CURVE, SOUTH 08°20'10" WEST, A DISTANCE OF 158.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.00 FEET;
- 3) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'15", AN ARC LENGTH OF 119.52 FEET TO A POINT TANGENCY WITH A LINE PARALLEL WITH AND DISTANCE 40.00 FEET WESTERLY OF SAID EASTERLY LINE OF THE NORTHEAST QUARTER;
- 4) TANGENT TO SAID CURVE AND ALONG SAID PARALLEL LINE, SOUTH 00°07'05" EAST, A DISTANCE OF 1,296.98 FEET TO THE SOUTHERLY BOUNDARY OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,798.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°57'49" WEST;

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

- 1) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'03", AN ARC LENGTH OF 39.92 FEET, BEING A POINT ON THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 4;
- 2) NORTH 89°08'26" EAST, A DISTANCE OF 0.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 59,770 SQUARE FEET OR 1.372 ACRES, MORE OR LESS.

KINGS POINT WAY – WEST RIGHT–OF–WAY SUBDIVISION EXEMPTION PLAT

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND DEDICATED TO THE TOWN OF PARKER AS RIGHT–OF–WAY ALONG THE EASTERLY BOUNDARY OF VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JUNE 2, 2016 AT RECEPTION NO. 2016034965, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 4, WHENCE THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 4 BEARS NORTH 00°07'05" WEST A DISTANCE OF 2,594.46 FEET, WITH BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER AND THE EASTERLY BOUNDARY OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, NORTH 00°07'05" WEST, A DISTANCE OF 1,686.49 FEET TO THE NORTHEASTERLY CORNER OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, BEING A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND DEDICATED TO THE TOWN OF PARKER AS RIGHT–OF–WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'14", AN ARC LENGTH OF 107.71 FEET;
- 2) TANGENT TO SAID CURVE, SOUTH 08°20'10" WEST, A DISTANCE OF 158.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.00 FEET;
- 3) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'16", AN ARC LENGTH OF 119.52 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANCE 40.00 FEET WESTERLY OF SAID EASTERLY LINE OF THE NORTHEAST QUARTER;
- 4) TANGENT TO SAID CURVE AND ALONG SAID PARALLEL LINE, SOUTH 00°07'05" EAST, A DISTANCE OF 1,296.98 FEET TO THE SOUTHERLY BOUNDARY OF SAID VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, BEING THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,798.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°57'05" WEST;

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

- 1) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'03", AN ARC LENGTH OF 39.92 FEET, BEING A POINT ON THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 4;
- 2) NORTH 89°08'26" EAST, A DISTANCE OF 0.63 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 59,769 SQUARE FEET OR 1.372 ACRES, MORE OR LESS.

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

OWNER

BY: _____

TITLE: _____

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 202__.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

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

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

TITLE VERIFICATION

WE, FIDELITY NATIONAL TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES; EXCEPT AS FOLLOWS:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: _____

TITLE: _____

DATE: _____

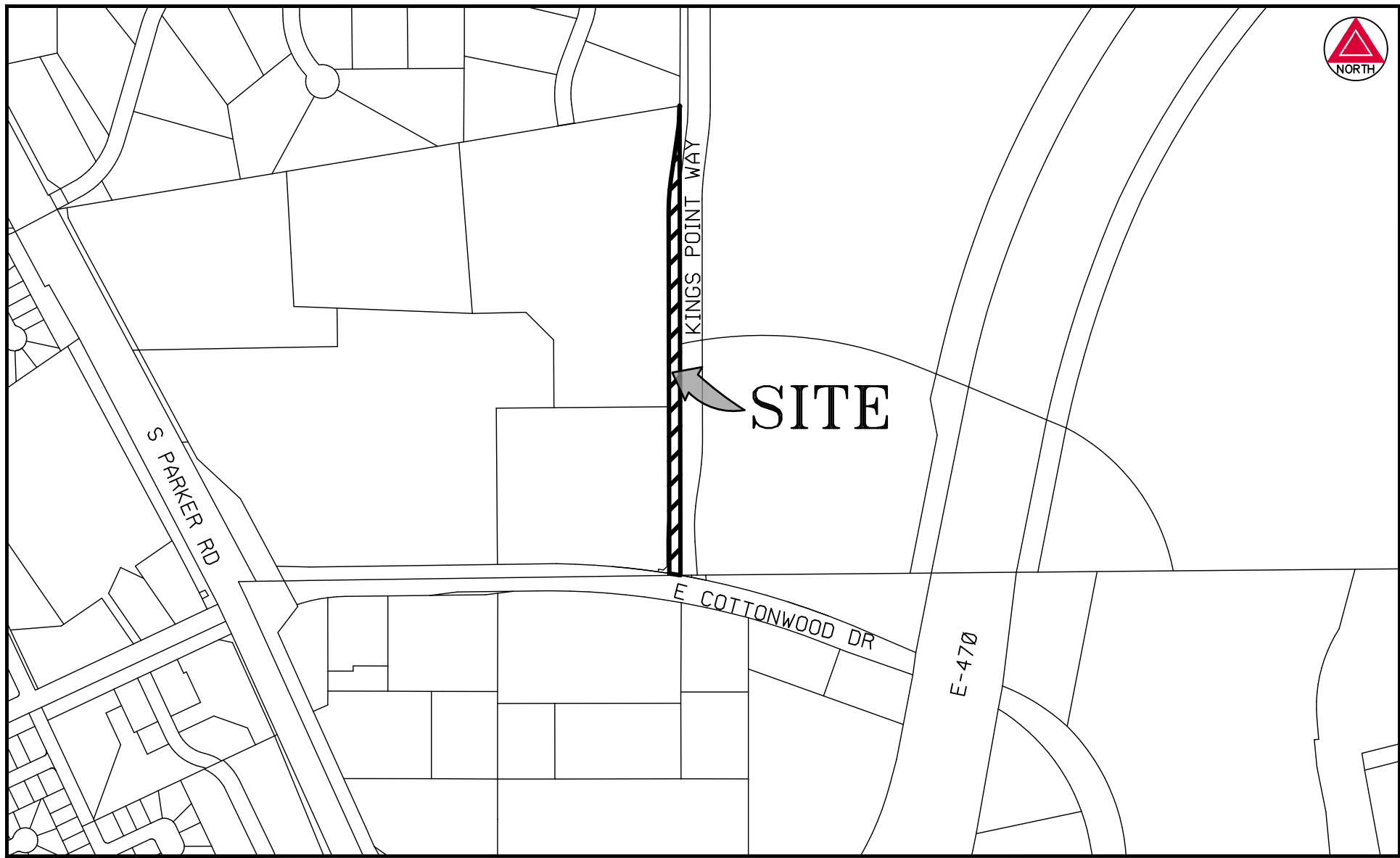
STATE OF COLORADO }
 }SS
COUNTY OF _____ }

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 202__.

BY _____ AS _____
OF FIDELITY NATIONAL TITLE INSURANCE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE 1" = 500'

GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED IN JANUARY OF 2023.
4. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH IS ASSUMED TO BEAR NORTH 00°07'05" WEST, A DISTANCE OF 2,594.46 FEET AND IS MONUMENTED AS SHOWN HEREON.
5. FIDELITY NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT NO. 100-N0041537-010-T02, EFFECTIVE JANUARY 23, 2023 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS–OF–WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
6. THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08005C0484L, MAP REVISED FEBRUARY 17, 2017 AND AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08005C0500K, MAP REVISED DECEMBER 16, 2010 (PANEL NOT PRINTED).
7. ALL TRACT LINES ARE TO BE CONSIDERED RADIAL UNLESS OTHERWISE NOTED.
8. ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

SHEET INDEX

SHEET 1 – LEGAL DESCRIPTION, SIGNATURE BLOCKS, VICINITY MAP, GENERAL NOTES AND LAND USE TABLES

SHEET 2 – OVERALL PLAT BOUNDARY, SECTION INFORMATION, TRACT AND EASEMENT INFORMATION

SURVEYOR'S CERTIFICATE

I, KARL D. SZYSZKOSKI, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF **KINGS POINT WAY – WEST RIGHT–OF–WAY SUBDIVISION EXEMPTION PLAT** WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE ____ DAY OF _____, 202__, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION EXEMPTION PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 202__.

KARL D. SZYSZKOSKI, LICENSED PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO. 38636 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

TOWN COUNCIL CERTIFICATE

THIS SUBDIVISION EXEMPTION PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 202__, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

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

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF DOUGLAS }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE THIS ____ DAY OF

_____, 202__ A.D., AT ___:___ A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

DOUGLAS COUNTY CLERK AND RECORDER

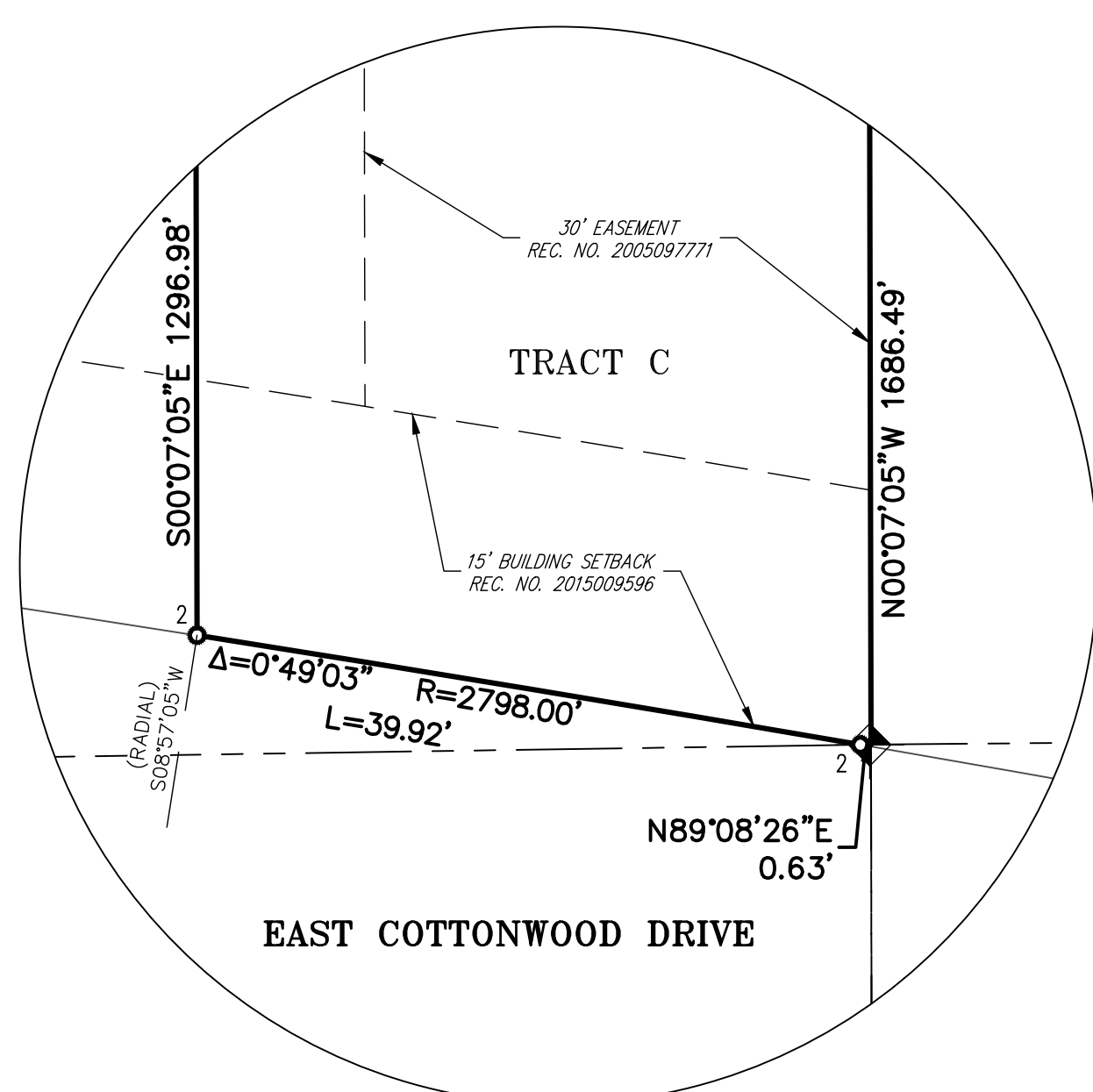
 AzTec Proj. No.: 24923-01	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER TOWN OF PARKER		DATE OF PREPARATION:	02-01-2023
		20120 E. MAIN STREET PARKER, CO 80138 303.841.0353		SCALE:	N/A
		DRAWN BY: BAM		SHEET 1 OF 2	

TRACT SUMMARY CHART				
TRACT	AREA (SF)	AREA (AC)	OWNERSHIP	USE
A	35,690	0.819	TOWN OF PARKER	EXCESS RIGHT–OF–WAY SUBJECT TO FUTURE VACATION
B	10,089	0.232	TOWN OF PARKER	EXCESS RIGHT–OF–WAY SUBJECT TO FUTURE VACATION
C	13,990	0.321	TOWN OF PARKER	RIGHT–OF–WAY
TOTALS	59,769	1.372		

THIS SUBDIVISION PLAT CONTAINS 3 TRACTS

KINGS POINT WAY – WEST RIGHT-OF-WAY SUBDIVISION EXEMPTION PLAT

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
1.372 ACRES – 59,769 SQUARE FEET – 3 TRACTS



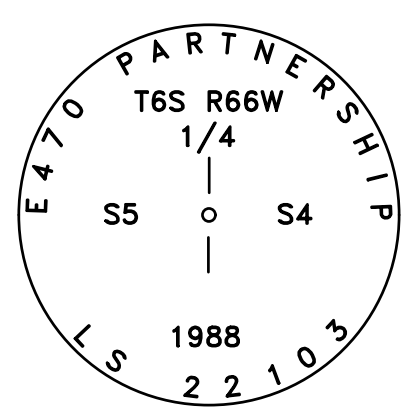
DETAIL "B"
SCALE: 1" = 10'

LEGEND

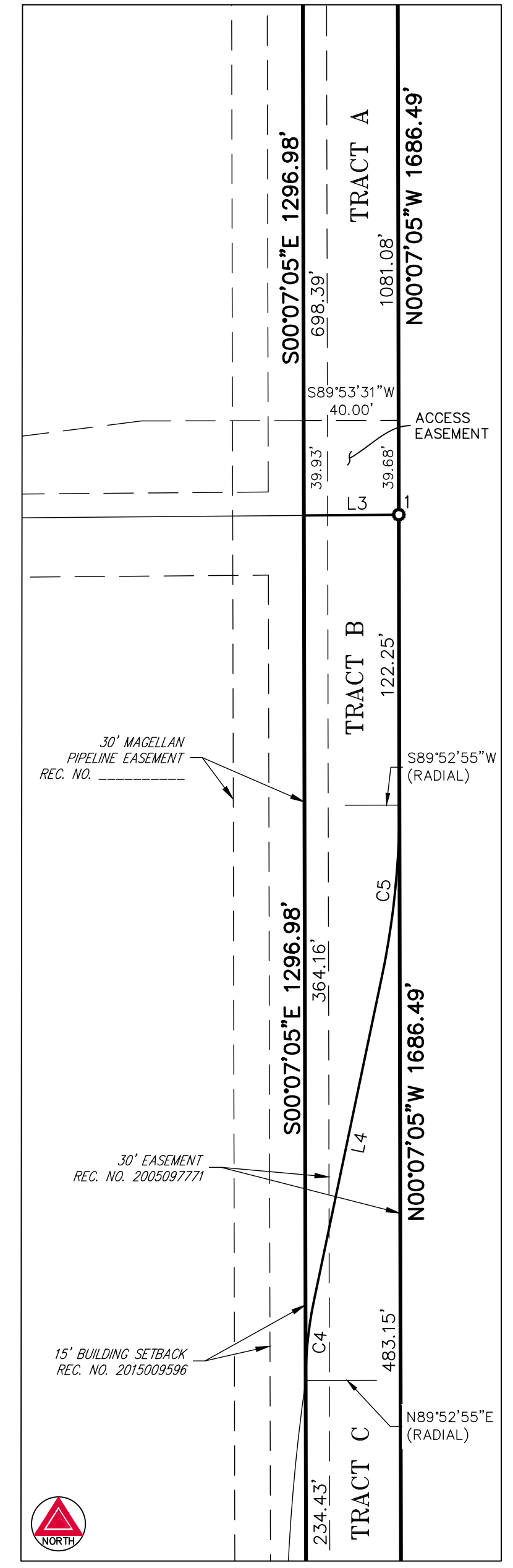
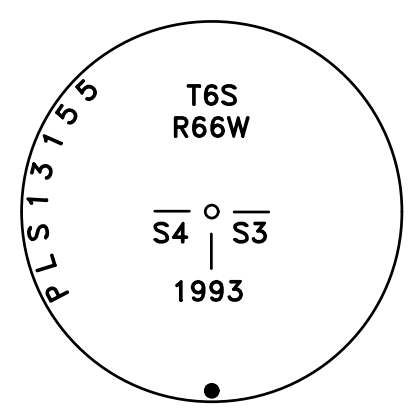
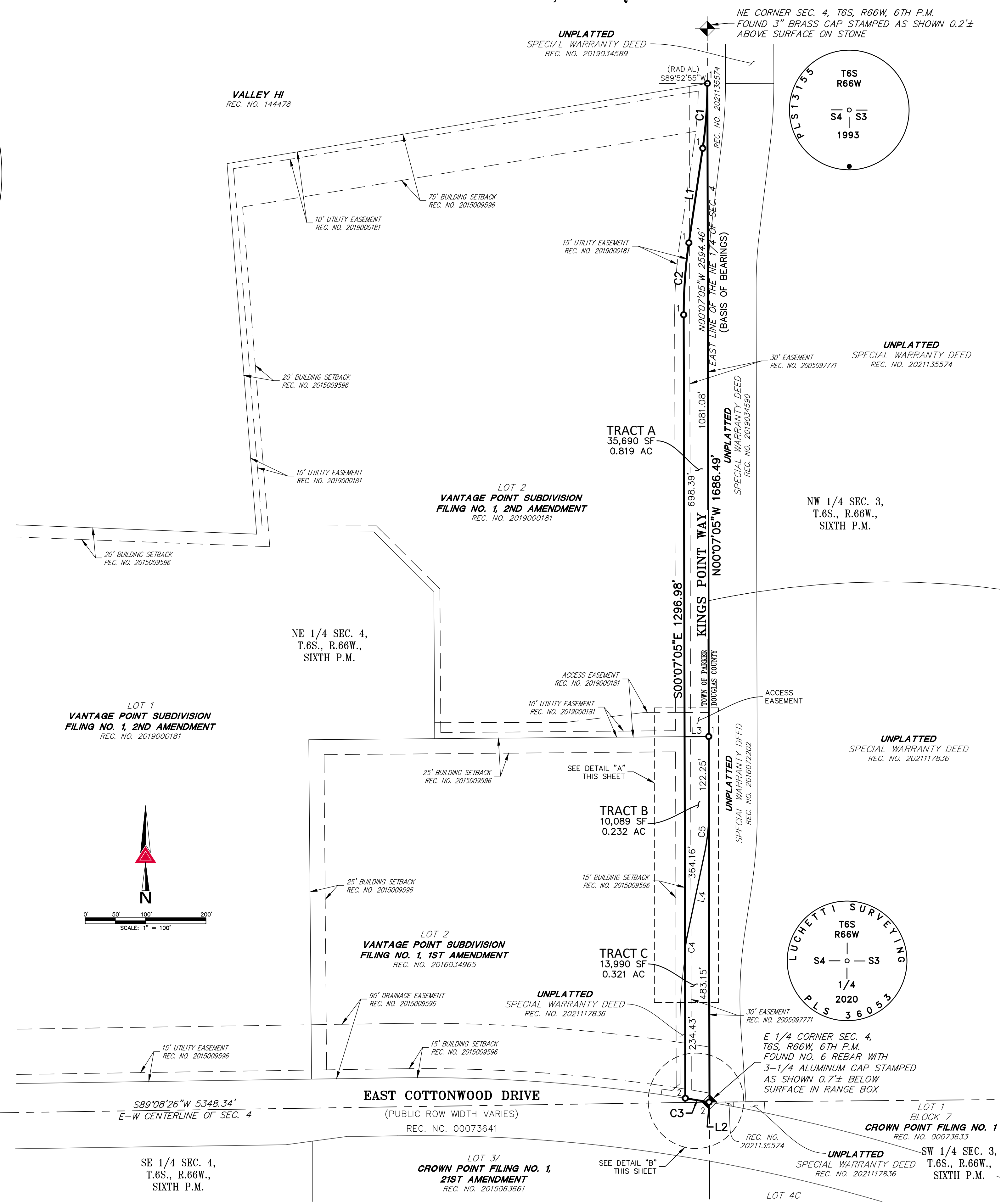
- FOUND ALIQUOT CORNER AS SHOWN HEREON
- 1 SET NO. 5 X 18" REBAR WITH 1-1/4" GREEN PLASTIC CAP STAMPED "AZTEC PLS 38691"
- 2 SET 1" BRASS DISK STAMPED "AZTEC PLS 38691"
- (ROW) RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S08°20'10"W	158.25'
L2	N89°08'26"E	0.63'
L3	S89°32'03"W	40.00'
L4	S11°51'02"W	139.42'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C1	8°27'14"	730.00'	107.71'	
C2	8°27'16"	810.00'	119.52'	
C3	0°49'03"	2798.00'	39.92'	
C4	11°58'07"	160.00'	33.42'	
C5	11°58'07"	350.00'	73.11'	



W 1/4 CORNER SEC. 4,
T6S, R66W, 6TH P.M.
FOUND 3-1/4 ALUMINUM CAP
STAMPED AS SHOWN SET IN
CONCRETE



DETAIL "A"
SCALE: 1" = 50'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

 AzTec Proj. No.: 24923-01 Drawn By: BAM	DEVELOPER TOWN OF PARKER 20120 E. MAINSTREET PARKER, CO 80138 303.841.0353	DATE OF PREPARATION:	02-01-2023
		SCALE:	1" = 100'
		SHEET 2 OF 2	



Request for Town Council Action

Date: May 15, 2023

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Salisbury Park North Development-Professional Services Agreement for Design**

Amount: **\$3,249,457**

Contractor: **Hord Coplan Macht**

Department: **Parks, Recreation and Open Space, Brett Collins**

EXECUTIVE SUMMARY

This item is for award of a \$3,249,457 professional services agreement with Hord Coplan Macht for the design of Salisbury Park North.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Salisbury Park North is a 91-acre property, which is centrally located within the community. It was acquired by the Town in 2009 for park and open space purposes and is zoned Public Facilities, which allows for a wide variety of uses, including parks, recreation and open space (see the attached location map). The site is vacant, relatively flat and undisturbed, with the Cherry Creek drainage area and the Cherry Creek Regional Bike Trail crossing through the northeast portion of the property. This portion of the property is also encumbered by the 100-year floodplain and the Town's Riparian Conservation Zone (R.C.Z.) protection standards. The R.C.Z. is an area that protects the Prebles Meadow Jumping Mouse habitat, a threatened species, under the United States Endangered Species Act. Motsenbocker Road borders the property on the west and provides vehicular access to the property. Other surrounding uses include parks, open space, landscape nurseries, R.V. storage, and large lot single-family residential neighborhood.

The Salisbury Park North Master Plan was developed through a public input process and approved by Town Council in 2014. The master plan provides various amenities, including multi-purpose soccer fields, multi-purpose ballfields, pickleball courts, tennis courts, play areas, picnic pavilions, restrooms, parking, landscape, and irrigation (see the attached master plan). The next step in developing and enhancing this essential regional park is to plan, design and produce construction drawings to build the park.

Procurement issued a Request for Qualifications (RFQ)-23-002 for the Salisbury Park North Development Design Services on January 20, 2023, and proposals were received on February

10, 2023. The nine firms below responded with qualifications.

Brightview Design Group
Confluence
Dig Studio
DTJ Design
Hord Coplan Macht
Lose & Associates
The Architerra Group
THK Associates
Wenk Associates

A selection committee of staff representing parks, planning, and engineering scored the nine proposals. The top three firms below were invited to interview with the selection committee.

Hord Coplan Macht
The Architerra Group
Wenk Associates

Hord Coplan Macht was chosen as the most qualified firm based on the submitted qualifications and the selection committee interviews. Hord Coplan Macht was asked to provide a fee proposal for complete design services to construct the park. Engineering, planning, and parks reviewed the proposal and recommend awarding a professional services agreement for design services to Hord Coplan Macht for the Salisbury Park North Development.

FINANCIAL IMPACT

Hord Coplan Macht submitted a fee proposal in the amount of \$3,249,457 for the Salisbury Park North Development Design Services. Funding is appropriated in the 2023 Parks, Trails and Open Space fund for the project.

STRATEGIC GOAL(S)



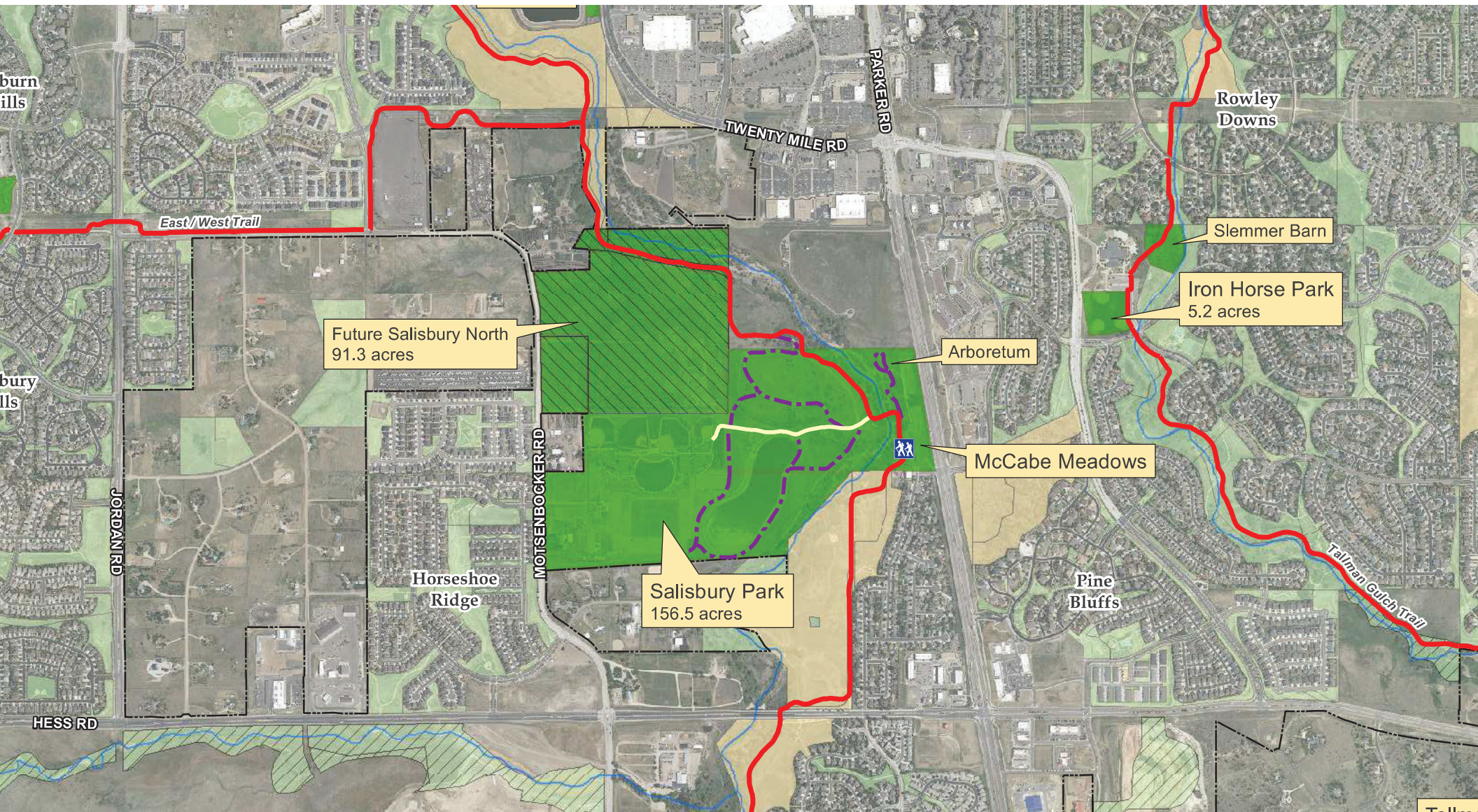
SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Salisbury Park Location Map
2. 2014 Salisbury Park North Master Plan

RECOMMENDED MOTION

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



SALISBURY PARK NORTH LOCATION MAP



Master Plan

Approved Master Plan

A series of landforms and passive lawn areas create a clearly defined edge between sports fields in the upland areas and nature based recreation areas along the bluff and in the Creek Valley.

The Adventure Play and Splash Play River Area is oriented on the side of a 'bluff edge' landform that mimics the bluffs that are characteristic around Parker. The change in elevation between play elements adds a unique layer of interest for play.

A centralized Flexible/Open lawn area is along the south side of the main park entry drive. A stage overlooks the lawn area for large community events and gatherings.

An Adventure Trail area in the Cherry Creek Basin could include:

- BMX/Mountain Bike skills course
- Rustic picnicking in a series of naturalistic outdoor rooms
- Soft-surface trail loops

Uses adjacent to the existing Salisbury Sports Complex include expanded softball/baseball four-plex, connected to the existing complex, and two full size multi-use fields. These uses are clustered at the south end of the new park to concentrate active uses close to the existing fields.

A linear spine road with boulevard parking provides parking adjacent to most program elements.

Swales with native planting cross the site to separate different uses and convey storm water.

Key:

- ① Boulevard Parking
- ② Flexible/Open Lawn
- ③ Pavilion at Valley Overlook
- ④ Overlook/Small Stage
- ⑤ Valley Overlook
- ⑥ Sports/Festival Promenade
- ⑦ Wildflower Meadow
- ⑧ Native Meadow Edge
- ⑨ Sledding Hill
- ⑩ Pickleball/Tennis Courts
- ⑪ Traditional Play Area/
Play Feature
- ⑫ Adventure Play Area
- ⑬ Splash Play River
- ⑭ Rustic Picnic Area
- ⑮ Community Picnic Area
- ⑯ Adventure Trail Area
- ⑰ Riparian Edge
- ⑱ Multi-Use Field
- ⑲ Baseball/Softball Field
- ⑳ Riparian Drainage Zone
- ㉑ Restrooms/Concessions
- ㉒ Restroom/Maintenance/
Storage Building
- ㉓ Park Entry
(Pedestrian & Vehicular)
- ㉔ Park Connection
(Pedestrian & Vehicular)

Legend:

- | | |
|--|---|
|  Sports Field |  R.C.Z. |
|  Native/Non-Irrigated |  Floodplain (100 yr.)/
Floodway line |
|  Lawn |  Park Boundary |
|  Riparian Corridor | |

