

TOWN OF PARKER COUNCIL AGENDA

August 5, 2024

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://parkerCO.gov/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. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)
- C. Council Updates/Work Session - Immediately following Executive Session, if time allows.
- D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

- A. *APPROVAL OF MINUTES - July 15, 2024*

- B. *ORDINANCE NO. 9.374 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Downtown Parker Business Improvement District Regarding Cost Sharing for the Creation, Installation and Maintenance of Place-Making Improvements in the Downtown Parker Commercial Area
Department: Cultural, Carrie Glassburn
Second Reading: August 19, 2024
- C. *ORDINANCE NO. 8.20.7 - First Reading*
A Bill for an Ordinance to Amend Chapter 4.07 of the Parker Municipal Code Concerning Development Excise Tax
Department: Town Attorney, Jim Maloney
Second Reading: August 19, 2024
- D. *ORDINANCE NO. 9.375 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker and The Board of County Commissioners of Douglas County Regarding the Cost Sharing for the Construction of the Lincoln Avenue Widening and Improvement Project (Jordan to Parker Road)
Department: Engineering and Public Works, Patrick Burke
Second Reading: August 19, 2024
- E. *ORDINANCE NO. 9.376 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Lincoln Avenue and Village Creek Parkway
Department: Engineering and Public Works, Chris Hudson
Second Reading: August 19, 2024
- F. *ORDINANCE NO. 9.359.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Construction of Development Improvement Project Drainage and Flood Control Improvements for Brandy Gulch Upstream of Spirit Trail Boulevard (Agreement No. 23-04.15A Project No. 109776) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: August 19, 2024
- G. *ORDINANCE NO. 12.05.14 - First Reading*
A Bill for an Ordinance to Amend Section 2.04.040 of the Parker Municipal Code Concerning Rules and Procedures of the Cultural and Scientific Commission
Department: Cultural, Carrie Glassburn
Second Reading: August 19, 2024

- H. *ORDINANCE NO. 9.358.1 - First Reading*
A Bill for an Ordinance to Approve the First Amendment to Inter-Governmental Agreement By and Between the Board of County Commissioners of the County of Douglas and the Town of Parker, Parker Police Department for Services
Department: Police Department, Joe Degenhart
Second Reading: August 19, 2024
- I. *RESOLUTION NO. 24-037*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2024 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews
- J. *CONTRACTS OVER \$100,000*
1. *Mary Poppins The Musical*
Amount: \$145,000 Walkout Potential
Contractor: Give 5 Productions, Inc.
Department: Cultural, Carrie Glassburn
2. *Construction Management Contract for the Town Hall Addition & Renovation Project (CIP22-051-CM)*
Amount: \$446,203
Contractor: WSB
Department: Engineering and Public Works, Bob Exstrom
3. *Dransfeldt Road Extension Project (CIP23-001) Contract Modification*
Amount: \$335,396.60
Contractor: SEMA Construction Inc.
Department: Engineering and Public Works, Chris Hudson
4. *Motorola Portable Radio Purchase*
Amount: \$428,229.18
Contractor: Motorola Solutions
Department: Police, Ron Combs

5. **ORDINANCES**

A. **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**

Department: Engineering and Public Works, Patrick Burke

1. **ORDINANCE NO. 1.626 - Second Reading**

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between 9855 Parker, LLC, and the Town of Parker for a Portion of Lot 1, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project

2. **ORDINANCE NO. 1.628 - Second Reading**

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Bellco Credit Union and the Town of Parker for a Portion of Lot 5, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

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

A. **Fourth Amendment to the Design Contract (CIP22-051-AS) for the Town Hall Addition & Renovation Project**

Amount: \$1,010,625

Contractor: Anderson Mason Dale Architects

Department: Engineering and Public Works, Bob Exstrom

B. **Fifth Amendment to the Construction Contract (CIP22-051-CI) for the Town Hall Addition & Renovation Project**

Amount: \$29,396,634

Contractor: JHL Constructors

Department: Engineering and Public Works, Bob Exstrom

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

August 5, 2024

“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. § 31-12-106 concerning annexation of enclaves adjacent to Parker Road
2. C.R.S. § 31-12-107 concerning the potential annexation of 16790 Centre Drive, Parker, Colorado
3. Camping on public property – *Grants Pass v. Johnson*
4. Parking lot license agreement

**TOWN OF PARKER COUNCIL
MINUTES
JULY 15, 2024**

REGULAR SESSION

Mayor Jeff Toborg called the meeting to order at 7:00 p.m. All Councilmembers were present.

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

PUBLIC COMMENTS

Harold McCloud, Aurora, thanked the Town Council for their assistance with the electrical at the O'Brien Park gazebo. He submitted a check for \$4,300 which was overpayment by the Town and advised the Rotary Club would be hosting an ice cream social at the gazebo at the end of the month.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

PRESENTATION OF FINANCIAL STATEMENTS BY PLANTE MORAN

Rich Beretta from Plante Moran PLLC provided a presentation of the Town's financial statements. He advised that they are issuing a clean, unmodified opinion which is the highest opinion that can be given.

CONSENT AGENDA

A. *APPROVAL OF MINUTES - July 8, 2024*

B. *FIRST AMENDMENT TO SUBDIVISION AGREEMENT PARKER POINTE SUBDIVISION
FILING NO. 1*

*Applicant: Brad Willett, Parker and Stroh LLC
Location: Southeast corner of Parker Road and Stroh Road
Department: Community Development, Amber Wood Hicken*

C. *FIRST AMENDMENT TO SUBDIVISION AGREEMENT COMPARK VILLAGE SOUTH
FILING NO. 1 AMENDMENT 2*

*Applicant: Century Living LLC
Location: South side of the future Belford Avenue west of Chambers Road
Department: Community Development, Julia Duncan
TRAKiT No.: SUB24-008*

D. *LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT*

*Department: Engineering and Public Works, Patrick Burke
Second Reading: August 5, 2024*

1. *ORDINANCE NO. 1.626 - First Reading*

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between 9855 Parker, LLC, and the Town of Parker for a Portion of Lot 1, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project

2. *ORDINANCE NO. 1.628 - First Reading*

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Belco Credit Union and the Town of Parker for a Portion of Lot 5, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

E. *RESOLUTION NO. 24-036*

A Resolution to Amend Resolution No. 22-030.1, Series of 2022, to Approve the Revised Bylaws for the Parker Youth Commission

Department: Town Manager, Cheri Sullivan

F. *CONTRACTS OVER \$100,000*

1. *Hilltop and Parker Road Improvements – Final Design Contract*

Amount: \$188,879

Contractor: Wilson & Company Inc.

Department: Engineering and Public Works, Patrick Burke

2. *Irrigation Controllers*

Amount: \$272,014.80

Contractor: Hydropoint Data Systems, Inc

Department: Parks, Recreation and Open Space, Jared Musil

3. *Traffic Signal Repair and On-Call Services Contract Amendment*

Amount: \$225,000

Contractor: Lighthouse Transportation Group

Department: Engineering and Public Works, David Aden

4. *Purchase from PWSD to Increase Existing 1.5" Domestic Water Tap to 2" for the Town Hall Addition & Renovation Project*

Amount: \$153,082

Contractor: Parker Water & Sanitation District

Department: Engineering and Public Works, Bob Exstrom

5. *Bridge Concrete Sealant Contract*

Amount: \$202,000

Contractor: NPW Contracting, Inc.

Department: Engineering and Public Works, Scott Borzillo

Joshua Rivero moved and Anne Barrington seconded to approve Consent Agenda Items 5A through 5F.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

TOWN MANAGER'S REPORT – SUMMER 2024

A written report from the Town Manager was supplied to the Town Council as part of the Council packet and is also available on the Town's website.

PUBLIC HEARINGS

CIVIC CENTER FILING NO. 1 EXEMPTION PLAT LOT 1 - PARKING GARAGE - SITE PLAN

Applicant:	Craine Architecture, Town of Parker
Location:	South of Mainstreet off of PACE Center Drive just east of the PACE Center
Department:	Community Development, Julia Duncan
TRAKiT No.:	SP23-097

Mayor Toborg opened the Public Hearing at 7:15 p.m.

The Town is proposing a site plan to build a new parking garage on the 3.745-acre Parker Arts, Culture, & Events (PACE) Center lot. The proposed garage will provide 296 parking stalls, nine of which are accessible, and two of which are van accessible. The project is four stories and 48 feet in height. Of the 296 spaces, ten will be installed with electric vehicle (EV) chargers and an additional nine will be EV charger-ready. Ten bicycle spaces are also being provided. The portion proposed for redevelopment as a parking garage is currently used as a surface parking lot serving the PACE Center. The subject property is located within the Greater Downtown District - Historic Center. The proposed parking garage is an accessory use to the PACE Center and an allowed use per the Land Development Ordinance Section 13.04.170.

This application was in process prior to the adoption of the updated Land Development Ordinance ("LDO") and was evaluated under the prior version of the LDO. Site plan applications are typically reviewed and processed administratively; however, pursuant to Section 13.06.040 of the Parker Municipal Code, site plan applications for public facilities owned by the Town are required to be scheduled for public hearings. Therefore, the PACE Center Parking Garage requires a public hearing before both the Planning Commission and Town Council. Tonight is the final approval in the site plan process. Next steps for the parking garage are building permit issuance and construction.

Review criteria for a site plan include satisfaction of setbacks, heights, parking, landscaping, density, layout, architecture, all Public Work/Engineering requirements, and consistency with the approved Development Agreement. After careful review and analysis, the staff determined that the proposed application satisfied all requirements for a Site Plan within the Town of Parker and the Development Agreement with Confluence Companies. At the June 27, 2024, Planning Commission meeting, the

Commissioners unanimously recommended approval.

Brad Gassman, Denver, of Craine Architecture made a presentation on behalf of the applicant and answered questions from the Council.

Public Comments: None.

Mayor Toborg closed the Public Hearing at 7:45 p.m.

Brandi Wilks moved and Laura Hefta seconded to approve, based on staff findings, subject to the conditions contained in the staff report.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 1.623 - Second Reading

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between CPSJ Parker, L.L.C., and the Town of Parker for a Portion of Lot 2, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project

Department: Engineering and Public Works, Patrick Burke

This ordinance was to approve a Purchase and Sale Agreement for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

Public Comments: None.

Laura Hefta moved and Todd Hendreks seconded to approve Ordinance No. 1.623 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 1.627 - Second Reading

A Bill for an Ordinance to Approve the Office Space Lease By and Between Blair Family Properties III, LLC, and the Town of Parker for 12900 Stroh Ranch Place, Parker, Colorado 80134

Department: Town Manager, Michael Lawson

The Town requires temporary office space for the Finance and Economic Development Departments during Phase 1 of the Town Hall addition and renovation project. The Town selected the SunMarke building, located in Stroh Ranch, to fill the need for the space for approximately 15 months. The space will accommodate approximately 18 employees starting July 27, 2024, through October 31, 2025. Total cost of leasing this space is estimated at \$143,000.

Public Comments: None.

Todd Hendreks moved and Joshua Rivero seconded to approve Ordinance No. 1.627 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 9.373 - Second Reading

A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Sulphur Gulch and Tallman Gulch Watersheds By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Douglas County, Town of Parker and Cherry Creek Basin Water Quality Authority (Agreement No. 24-05.19 Project No. 110135)

Department: Engineering and Public Works, Michael Grabczyk

The Town of Parker, the Mile High Flood District (MHFD), Douglas County, and the Cherry Creek Basin Water Quality Authority (collectively, the Sponsors) wish to prepare a master drainageway plan for the Sulphur Gulch and Tallman Gulch major drainageways. This intergovernmental agreement (IGA) will allow these sponsors to engage an engineer to compile technical information, evaluate data, identify concerns, and provide preliminary design solutions to drainage, flooding, and stream stability problems within the drainageways which are in the best interest of the local communities. Approval of this ordinance authorized the Town to enter into the IGA.

Public Comments: None.

Joshua Rivero disclosed that he sits as the Chair of the Cherry Creek Basin Water Quality Authority (CCBWQA) and is a member of the Executive Committee which makes decisions on behalf of the CCBWQA. It was agreed that Joshua Rivero would exclude himself as the Chair from this item when considered by the CCBWQA. After this discussion, Council found that there was no conflict of interest.

John Diak moved and Brandi Wilks seconded to approve Ordinance No. 9.373 on second reading including the minor revisions outlined in the presentation and the work done to resolve Councilmember Rivero's conflict.

A roll call vote was taken:

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

The motion was approved unanimously.

D. PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS

Department: Engineering and Public Works, Tom Gill

This item approved two ordinances for the memorandum of agreement for the conveyance of real property necessary to construct the Parker Road Sidewalk - East Side (Sulphur Gulch to South of Parker Square Drive) project. These agreements are needed for planned sidewalk/trail improvements to the east side of Parker Road between the Sulphur Gulch trail to south of Parker Square Drive.

Public Comments: None.

1. ORDINANCE NO. 1.624 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Jean Miao, as Trustee of the Cheong/Miao Family Trust B, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

Joshua Rivero moved and Todd Hendreks seconded to approve Ordinance No. 1.624 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

2. ORDINANCE NO. 1.625 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and PHTS Commercial Owners Association Inc., Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

Joshua Rivero moved and Todd Hendreks seconded to approve Ordinance No. 1.625 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

CONTRACTS OVER \$500,000

A. Parker Road/Parkglenn Signal (CIP23-023)

Amount: \$752,388
Contractor: Lighthouse Transportation Group
Department: Engineering and Public Works, Chris Hudson

This item was to award a trade contractor agreement with Lighthouse Transportation Group for the Parker Road/Parkglenn Way traffic signal (CIP 23-023).

Public Comments: None.

Brandi Wilks moved and Joshua Rivero seconded to approve the staff recommendation, as a part of the regular agenda.

A roll call vote was taken:

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

The motion was approved unanimously.

B. PACE Parking Garage Construction Management Services (CIP23-040)

Amount: \$282,385
Contractor: Alfred Benesch & Company
Department: Engineering and Public Works, Nathan Klass

This agenda item was for approval of a professional services agreement with Alfred Benesch & Company for the construction management, inspection and material testing services for the PACE Parking Garage project.

Public Comments: None.

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

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Toborg adjourned the meeting at 8:42 p.m.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: August 5, 2024

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.374 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Town of Parker and the Downtown Parker
Business Improvement District Regarding Cost Sharing for the
Creation, Installation and Maintenance of Place-Making Improvements
in the Downtown Parker Commercial Area
Department: Cultural, Carrie Glassburn
Second August 19, 2024
Reading:

EXECUTIVE SUMMARY

This ordinance approves the intergovernmental agreement (IGA) between the Town of Parker and the Downtown Parker Business Improvement District (BID) to cooperate on designing, creating, and funding public art improvement projects intended to positively impact the overall appeal of downtown Mainstreet.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Arts and the Downtown Parker BID understand that public art helps make a city or town a more desirable place to visit, live, and work. During the Study Session on July 24, 2024, the Cultural staff shared details of the placemaking plans they would execute if the IGA is approved. By adding banners, murals and utility box wraps along a portion of Mainstreet, Parker Arts and the Downtown Parker BID intend to make Downtown Parker a more welcoming and inviting environment for both visitors and residents. The IGA outlines details regarding cost sharing for the creation, installation, and maintenance of placemaking improvements in the Downtown Parker commercial area.

FINANCIAL IMPACT

No additional Town funds will be needed, outside the expenses that have been previously approved by the Town Council in the Public Art budget. The Downtown Parker BID will cover the majority of the costs associated with this proposal.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.374

RECOMMENDED MOTION

I move to approve Ordinance No. 9.374 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.

ORDINANCE NO. 9.374, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT REGARDING COST SHARING FOR THE CREATION, INSTALLATION AND MAINTENANCE OF PLACE-MAKING IMPROVEMENTS IN THE DOWNTOWN PARKER COMMERCIAL AREA

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Downtown Parker Business Improvement District Regarding Cost Sharing for the Creation, Installation and Maintenance of Place-Making Improvements in the Downtown Parker Commercial Area, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT REGARDING COST SHARING FOR THE CREATION, INSTALLATION AND MAINTENANCE OF PLACE-MAKING IMPROVEMENTS IN THE DOWNTOWN PARKER COMMERCIAL AREA

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and the Downtown Parker Business Improvement District, a Colorado business improvement district (the “BID”).

RECITALS:

- A. The Town owns certain light poles in the downtown Parker commercial area along Mainstreet, approximately between Parker Road to the west and Pine Drive to the east (the “Light Poles”).
- B. The Town also owns certain real property and right-of-way in the downtown Parker area on which utility boxes either owned by the Town or CORE Electric Cooperative (“CORE”) are located.
- C. The BID also desires to support the creation of murals within the downtown Parker area by providing funding and working with businesses to allow the murals on their buildings, and desires to work in conjunction with the Town’s Public Art Program for the artist selection, design, and placement of the murals.
- D. The parties desire to design and hang banners on the Light Poles, install art wraps on utility boxes, and place murals to engage in joint government speech in order to create a sense of place in the downtown Parker area.
- E. The BID and the Town desire to cooperate in funding the creation, installation, and maintenance of the banners, utility box art wraps, and murals (the “Art Improvements”).
- F. The parties intend that the Art Improvements be government speech and nothing in this Agreement shall be construed to create a public forum of any sort on the Light Poles, Town-owned utility boxes, or otherwise.

AGREEMENT:

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

- 1. Town Responsibilities. The Town shall:
 - a. Order and install hardware for hanging banners on the Light Poles through its supplier.
 - b. Order the banners and utility wraps from its supplier and oversee printing.
 - c. Install and maintain the banners and utility wraps through its supplier.

- d. Work with the BID to determine the content of the banners and the design of banner, utility box art wraps, and murals.
- e. Create the artwork for the banner, utility box wraps and murals.
- f. Coordinate with CORE to install art wraps on CORE-owned utility boxes, pursuant to any intergovernmental agreement entered into regarding such wraps between the Town and CORE.
- g. Following the process and guidelines set forth in the Town's Public Art Master Plan and Public Art Policy, as adopted by the Town Council, manage the selection of the vendors, artists and design for any murals installed pursuant to this Agreement, with input from the BID and Public Art Committee with respect to the design.

2. BID Responsibilities and Contribution.

- a. Participate in the design of all Art Improvements within the boundaries of the BID
- b. Coordinate with businesses to place murals on their buildings.
- c. When the parties finalize the design of any new Art Improvements, the Town shall provide an estimate to the BID for the cost to create and install the Art Improvements.
- d. Upon completion of the installation of the Art Improvements, the Town shall provide an invoice to the BID and the BID shall pay the Town the full cost to design, create, and install the Art Improvements as set forth in the invoice the "BID Contribution").
- e. The BID is responsible for reimbursing the Town for the hardware to mount the banners on the Light Poles, however the Town shall retain ownership of all such hardware. The parties acknowledge that while this Agreement is in effect, the hardware shall be exclusively used to hang banners that are created pursuant to this Agreement. Provided, however, that after a period of five (5) years, the Town shall be permitted to utilize the hardware to hang Town banners that are outside of the scope of this Agreement.

3. Banner Design. The parties shall jointly design the content of the banners and shall jointly approve the final design. The Town shall be solely responsible for creating the artwork on the banners. The banners are intended to bring color and a sense of place to the downtown Parker area and shall comply with the following guidelines:

- a. Messaging shall be welcoming in nature and promote all that downtown Parker has to offer.
- b. Messaging shall be simple, with words like, "eat," "create," "stay," "play," etc.
- c. No advertising of specific businesses is permitted.
- d. No advertising of specific events is permitted. All event advertising must utilize the Town's existing Street Light Banner Program, which is more particularly described at www.parkerco.gov/2215/Street-Light-Banner-Program.

4. Art Improvement Maintenance and Replacement.

- a. Banners. Both parties shall monitor the conditions of the banners for obvious signs of wear and tear. In the event that the BID notices any issues with a banner, it shall notify the Town as soon as reasonably practicable to enable the Town to remove the banner. The Town shall be under no obligation to replace a damaged banner unless funding for a replacement is provided by the BID. With the exception of replacement banners for banners

that are damaged or worn, the parties may put up new banners no more frequently than twice per year.

5. Term and Time of Performance. This Agreement shall commence upon full execution of the Agreement and continue until terminated. Either party may terminate this Agreement by providing at least thirty (30) days' prior written notice to the other. In the event of termination, the Town may choose to remove the banners or continue to hang them, at its sole and absolute discretion. The BID will not be entitled to any refund of the BID Contribution upon termination, except as otherwise set forth in this Agreement.
6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by: (i) electronic mail, when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. Notice shall be given to the parties at the following addresses:

Town of Parker:	Town of Parker Attn: Cultural Director 20120 E. Mainstreet Parker, Colorado 80138 Cglassburn@parkerco.gov
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Downtown Parker BID:	Town of Parker Attn: Legal/Town Attorney 20120 E. Mainstreet Parker, Colorado 80138 contracts@parkerco.gov
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Downtown Parker BID:	Downtown Parker Business Improvement District Attn: Tony Mango, Chair 19501 E. Mainstreet, Suite 200 Parker, Colorado 80138 tmango@mangomtg.com
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7. Non-Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the BID contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
8. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the Parties, their officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Town or the BID.

9. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
10. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the courts in and for the County of Douglas, State of Colorado, and the parties waive any right to remove any action to any other court, whether state or federal.
11. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
12. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.
13. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
14. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
15. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.
16. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

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

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**DOWNTOWN PARKER BUSINESS
IMPROVEMENT DISTRICT**

By: _____
Anthony Mango, Chair of the Board

Date: _____



Request for Town Council Action

Date: August 5, 2024

Submitted By: Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 8.20.7 - First Reading**
A Bill for an Ordinance to Amend Chapter 4.07 of the Parker Municipal Code Concerning Development Excise Tax
Department: Town Attorney, Jim Maloney
Second August 19, 2024
Reading:

EXECUTIVE SUMMARY

Chapter 4.07 of the Parker Municipal Code established a credit against the development excise tax as an incentive for the construction of certain recreational facilities (the “Excise Tax Credit Ordinance”). The proposed amendment to the Excise Tax Credit Ordinance will revise the definitions for *regional park facility* and *recreational facility* to align with the Town’s development standards contained in the Parker Land Development Ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of the amendment to the Excise Tax Credit Ordinance is to align the definitions for *regional park facility* and *recreational facility* with the Town’s development standards contained in the Parker Land Development Ordinance. Table 13.08.E of the Parker Land Development Ordinance references “*Community-Serving Park*,” rather than “*regional park facility*,” as referenced in the Excise Tax Credit Ordinance. The amendment to the Excise Tax Credit Ordinance changes the reference from “*regional park facility*” to “*community park facility*,” and modifies the definition as follows:

Community ~~Regional~~ park facility means a system-level park, **including the required amenities in Paragraph 13.08.030(g) and Table 13.08.E, excluding recreation centers, gyms, fieldhouses, natatoriums, swimming pools, splash pads/water play features, activity building/clubhouse and environmental education centers,** that is conveyed in fee title which serves the park or recreation needs of the entire population of the Town, excepting therefrom pocket parks, **and** neighborhood parks, **and community parks.**

The Excise Tax Credit Ordinance defines “*recreational facility*” to include park amenities that should only be included in a *community park facility*, and omits certain recreational facilities that should be included in the definition of *recreational facility* as follows:

Recreational facility means a system-level facility that is owned and operated by the Town to serve the recreation needs of Town residents, including structures dedicated to recreation ~~purposes and outdoor improvements~~ in which organized recreational activities occur, such as recreation centers, gyms, fieldhouses, natatoriums, ~~ball fields, athletic fields, soccer fields,~~ swimming pools, ~~tennis courts, and volleyball courts,~~ splash pads/water play features, activity building/clubhouse, and environmental education centers, and excepting therefrom real property and facilities and outdoor improvements serving specific neighborhoods or communities within the Town.

The amendment to the Excise Tax Credit Ordinance will align the definitions contained in the Parker Land Development Ordinance.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 8.20.7

RECOMMENDED MOTION

I move to approve Ordinance No. 8.20.7 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.

ORDINANCE NO. 8.20.7, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 4.07 OF THE PARKER MUNICIPAL CODE CONCERNING DEVELOPMENT EXCISE TAX

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

Section 1. Section 4.07.020 of the Parker Municipal Code is hereby amended to read as follows:

4.07.020 Definitions.

As used in this Chapter, the following words shall be construed to have the meanings defined below:

*~~Community~~ **Regional** park facility* means a system-level park, **including the required amenities in Paragraph 13.08.030(g) and Table 13.08.E, excluding recreation centers, gyms, fieldhouses, natatoriums, swimming pools, splash pads/water play features, activity building/clubhouse and environmental education centers,** that is conveyed in fee title which serves the park or recreation needs of the entire population of the Town, excepting therefrom pocket parks, **and** neighborhood parks, ~~and community parks~~.

Facilities means recreational facility, recreational support facility, recreational trail and ~~regional~~ **community** park facility, which is accepted by the Town for maintenance and ownership.

Recreational facility means a system-level facility that is owned and operated by the Town to serve the recreation needs of Town residents, including structures dedicated to recreation ~~purposes and outdoor improvements~~ in which organized recreational activities occur, such as **recreation centers,** gyms, fieldhouses, natatoriums, ~~ball fields, athletic fields, soccer fields,~~ swimming pools, ~~tennis courts, and volleyball courts,~~ **splash pads/water play features, activity building/clubhouse, and environmental education centers,** and excepting therefrom real property and facilities and outdoor improvements serving specific neighborhoods or communities within the Town.

Section 2. Paragraphs 4.07.035(c), (e)(1) and (f) of the Parker Municipal Code is amended to read as follows:

4.07.035 Residential development excise tax credit.

* * *

(c) A taxpayer may receive a credit up to twenty-one percent (21%) of the Maximum Credit for Facilities Amount against the residential development excise tax for the construction of **regional community** park facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of the **regional community** park facilities to the extent paid for by the taxpayer, not to exceed twenty-one percent (21%) of the Maximum Credit for Facilities Amount, subject to the requirements contained in Subsection (e) below and any additional administrative regulations that may be established by the Town Administrator.

(e) A taxpayer may receive a credit to offset the reasonable costs of actual construction of recreational facilities, regional trails, **regional community** park facilities, and recreational support facilities to the extent paid by the taxpayer, pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

(1) No credit shall be given for any recreational facility, regional trail, **regional community** park facility, or recreational support facility that was constructed prior to the effective date of this Chapter.

(f) Any credit claimed under the provisions of this Section shall be prorated among all zoned dwelling units that exist after the recreational facility, regional trail, **regional community** park facility, or recreational support facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

Section 3. Paragraph 4.07.060(b)(2) of the Parker Municipal Code is amended to read as follows:

4.07.060 Development Excise Tax Fund.

* * *

(b) Revenue from the Development Excise Tax Fund may be expended for the following purposes only:

* * *

(2) Parks and recreation purposes necessary to meet the health, safety and welfare of the Town, which includes, but is not limited to, the expansion of **regional community** parks and associated infrastructure and capital equipment.

* * *

Section 4. **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 5. 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 6. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney



Request for Town Council Action

Date: August 5, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.375 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement
By and Between the Town of Parker and The Board of County
Commissioners of Douglas County Regarding the Cost Sharing for the
Construction of the Lincoln Avenue Widening and Improvement
Project (Jordan to Parker Road)
Department: Engineering and Public Works, Patrick Burke
Second August 19, 2024
Reading:

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for construction funding associated with the proposed Lincoln Avenue Widening Project. This IGA is needed to formalize negotiations and jointly fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Over the past two decades, the Town of Parker has been preparing for the widening of Lincoln Avenue between Keystone Boulevard and Parker Road. This project is crucial for the long-term transportation plan of the Parker area, aimed at alleviating congestion within and around the Town. Given its regional significance, the project necessitates coordination with Douglas County. After extensive discussions, the Town and Douglas County initiated an IGA in 2021 to begin the conceptual and preliminary design phases of the widening project. The original IGA received approval from the Town Council in May 2021.

Following approval of the design IGA in 2021, a thorough 3-month consultant selection process took place. Felsburg Holt & Ullevig (FHU) was chosen from six preselected firms provided by the County. Subsequently, the Town Council approved the conceptual and preliminary design contract in September 2021, and FHU commenced services shortly thereafter. Progress continued, leading to Town Council's approval of the final design contract on February 6, 2023. Currently, the project's design efforts are nearing completion with plans underway to advertise the construction project for a competitive bid starting in the fourth quarter of 2024 or first quarter of 2025.

The proposed Douglas County IGA involves a commitment of \$9,000,000 towards the construction phase of the Lincoln Avenue Widening Project. To accommodate potential timing variations for construction commencement, the IGA includes flexibility with a construction contract award date no later than June 30, 2025, and an anticipated substantial completion date by December 31, 2026.

The Douglas County Board of County Commissioners is scheduled to review and consider approval of this IGA in August 2024.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

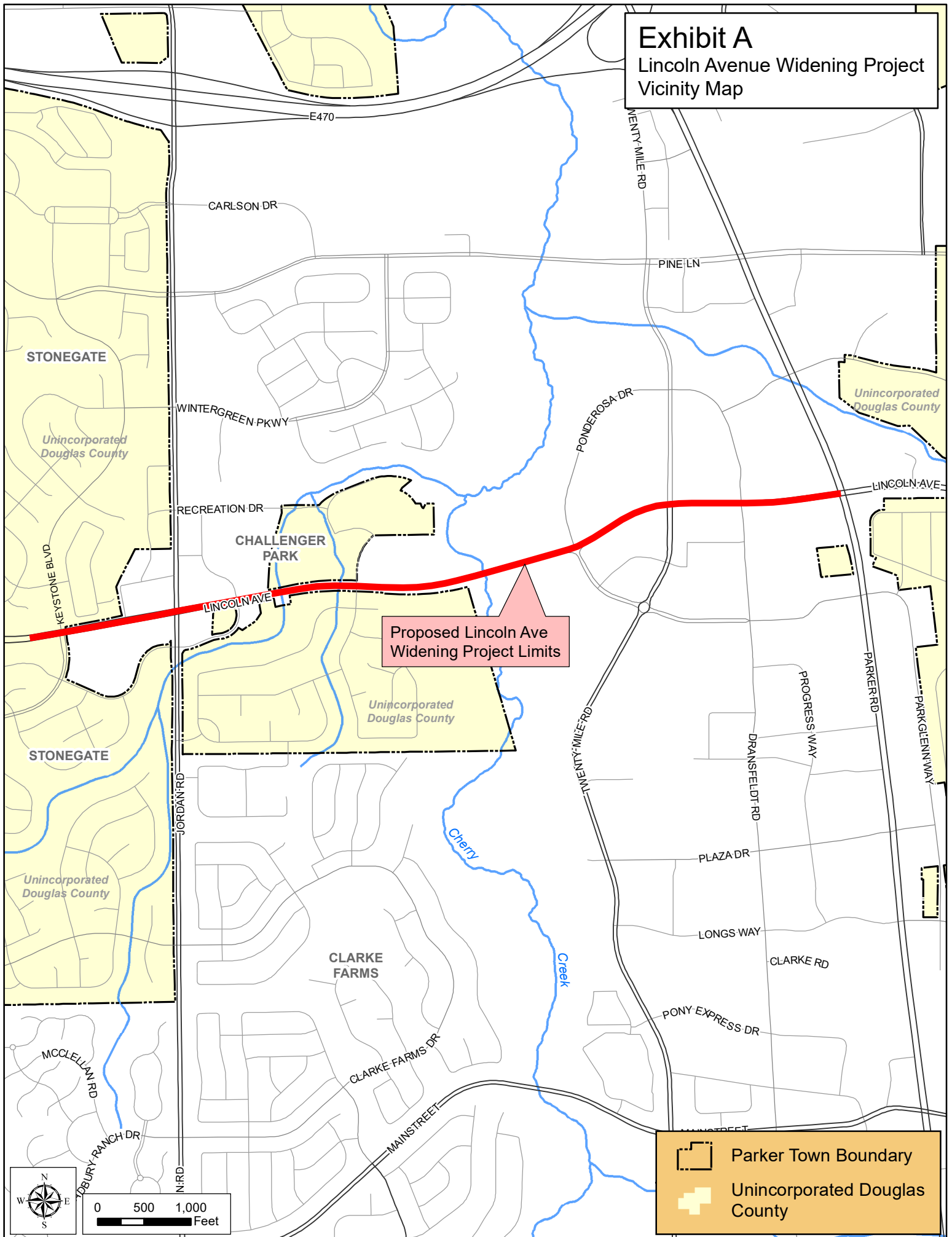
1. Vicinity Map
2. Ordinance No. 9.375

RECOMMENDED MOTION

I move to approve Ordinance No. 9.375 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.

Exhibit A

Lincoln Avenue Widening Project Vicinity Map



ORDINANCE NO. 9.375, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE LINCOLN AVENUE WIDENING AND IMPROVEMENT PROJECT (JORDAN TO PARKER ROAD)

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for the Construction of the Lincoln Avenue Widening and Improvement Project (Jordan to Parker Road), 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE LINCOLN AVENUE WIDENING AND IMPROVEMENT PROJECT (JORDAN TO PARKER ROAD)

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, **2024**, (the “Effective Date”) by and between the Town of Parker, a Colorado home rule municipal corporation (the “Town”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the County entered into an intergovernmental agreement on May 11, 2021, to share in the cost to design and construct the Lincoln Avenue Widening and Improvement Project, (the “Project”), which the initial intergovernmental agreement was amended on May 2, 2022, (as amended, the “Design Agreement”); and

WHEREAS, the Parties shared in the cost to develop and complete the design of the Project as part of the Design Agreement, and the County previously contributed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) to the Town, representing approximately thirty-three percent (33%) of the design costs for the Project; and

WHEREAS, the current estimated cost to construct the Project is currently estimated to cost over Twenty-Four Million Dollars (\$24,000,000.00), and this amount is subject to change as the design is finalized and the Town conducts its bid opening for the Project; and

WHEREAS, the construction limits of the Project are depicted in **Exhibit A**, attached hereto, and incorporated herein, which construction limits generally begin at Keystone Boulevard on the west, and include improvements to Parker Road to the east; and

WHEREAS, currently, the Project is anticipated to commence construction in the fourth quarter of 2024 or first quarter of 2025; and

WHEREAS, the County and the Town desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the County’s participation in the funding of the Project.

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

1. Town Responsibilities and Contribution for the Project.

The Town is responsible for managing all pre-construction activities and all construction activities associated with the Project. The Town’s responsibilities include but are not limited to the following: consulting services for surveying, design, utility coordination and utility relocates,

right-of-way acquisitions, obtaining all necessary local, state, and federal permits, managing the contractor(s) and consultants that provide the Town with professional services for construction management, construction inspections and material testing. The Town shall be responsible for issuing any permits required for the Project.

The Town is responsible for securing all the necessary funding for the Project in excess of the County Contribution (as defined below).

The Town is responsible for owning, operating, and maintaining the improvements associated with the Project that are located within the Town's incorporated boundary.

The Town or its assigns are required to obtain a no cost Douglas County Right-of-Way ("ROW") Permit and a no cost Douglas County Grading Erosion and Sediment Control ("GESC") Permit for constructing the Project: and the Town agrees to accept responsibilities delegated to the Town by the County regarding the GESC Permit.

Upon written request from the County, the Town agrees to provide the County with copies of applicable Project documentation, including but not limited to the design and construction documents (plans and specifications), bid tabulations and other Project related expenditures.

Once the Town has commenced the Project advertisement for bids process, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice should be sent to Art Griffith, Douglas County Transportation Capital Improvement Program Manager at agriffit@douglas.co.us with a copy sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

After completing the Town's bid process, if the Town elects to not award a construction contract for the Project, then the Town will return the County Contribution to the County within one-hundred and twenty (120) days of the Town's decision to not award a construction contract, unless the Town decides to rebid the project. At the Town's sole discretion, the Town may decide to rebid and the Project and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Project.

2. County Responsibilities and Contribution for the Project.

The County agrees to pay the Town Nine Million Dollars and No Cents (\$9,000,000.00) (the "County Contribution"). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen Project related costs or claims.

The County Contribution is due to the Town within Forty-Five (45) days of the date that the Town notifies the County in writing that the Town has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before **December 31, 2024**. The County agrees to open a Douglas County purchase order to the Town within sixty (60) days of the Effective Date of this Agreement.

The County Contribution shall be applied to the cost to construct the Project. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction

of the Project, which include, but are not limited to, payments to contractor(s) and consultants providing the Town with professional services for construction management, construction inspection, and material testing.

County shall have financial responsibility for owning, operating, and maintaining the improvements associated with the Project that are located within unincorporated Douglas County, that are located outside of the Town's jurisdictional boundary.

The County agrees to provide the Town and its assigns with a no cost ROW Permit and a no cost GESC Permit. The County agrees to prepare a standard GESC Permit delegation letter that assigns inspection and other GESC Permit responsibilities to the Town.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the Town does not award a construction contract before **June 30, 2025**, and unless an extension is agreed to in writing by both Parties prior to **June 15, 2025**, then the County may terminate this Agreement. If the Town elects not to award a construction contract, then the Town shall refund the County one hundred percent (100%) of the County Contribution identified for construction.

Currently, the Town anticipates that construction will be substantially completed for the Project on or before **December 31, 2026**; provided however, that failure of the Town to substantially complete construction by such date shall not require the County Contribution to be refunded to the County provided the Town has been diligently pursuing completion of the Project.

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

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

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

With electronic copy sent to: legal@parkeronline.org

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

_____,
Clerk to the Board

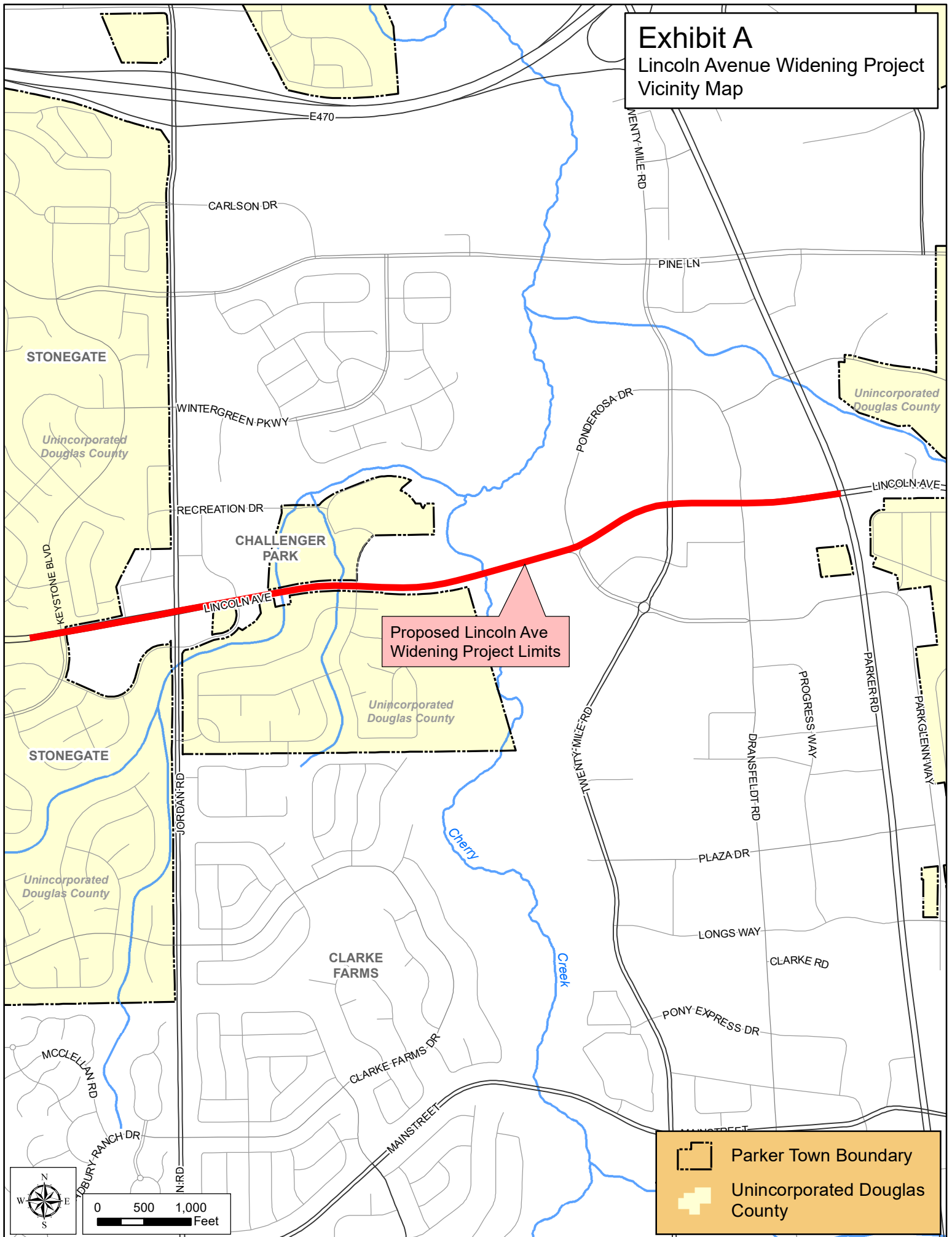
APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Sr. Assistant County Attorney

Andrew Copland, Director of Finance

Exhibit A

Lincoln Avenue Widening Project Vicinity Map





Request for Town Council Action

Date: August 5, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.376 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Lincoln Avenue and Village Creek Parkway

Department: Engineering and Public Works, Chris Hudson
Second Reading: August 19, 2024

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for partial construction funding for the proposed Lincoln Avenue and Village Creek Parkway traffic signal construction project. This IGA is needed to formalize negotiations to jointly fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

For the past several years, the Town received comments from citizens regarding the need for a traffic signal at the Lincoln Avenue and Village Creek Parkway intersection. The Engineering/Public Works Department has undertaken several warrant studies per federal standards in prior years, and the location did not meet minimum standards for the installation of a traffic signal. The most recent warrant study completed in 2024 revealed that traffic has increased and now meets the minimum requirements to install a traffic signal. Due to the intersection meeting these requirements, the Town commenced the design effort for this capital improvement project with competitive bidding anticipated to occur in 2025.

While Lincoln Avenue at this location is located within the Town of Parker's incorporated boundary, Village Creek Parkway is located in unincorporated Douglas County and mainly serves as a collector roadway for unincorporated Douglas County development to the south of Lincoln Avenue. Earlier this year, Town staff began discussions with Douglas County staff about potential 2025 construction funding for the traffic signal. Due to that coordination, Douglas County is in the process of budgeting/appropriating \$600,000 for the construction of this traffic signal as part of its 2025 budget.

This proposed IGA would commit Douglas County to a \$600,000 funding contribution for the construction of the Lincoln/Village Creek signal. The project is currently anticipated to be competitively bid in the first half of 2025, and due to lead time of materials needed for construction, construction is not anticipated to be completed until the second half of 2025. Due to the variability in the start of construction, the IGA has a flexible construction contract award date of June 30, 2025, and a substantial completion date of June 30, 2026.

The Douglas County Board of County Commissioners will review this IGA at an upcoming meeting following Town Council approval. As of the time this memo was prepared, the date of the meeting has not been determined.

FINANCIAL IMPACT

Funding for this capital improvement project has been requested as part of the 2025 Traffic Control Capital projects fund (301-4293).

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.376

RECOMMENDED MOTION

I move to approve Ordinance No. 9.376 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.

Lincoln Ave and Village Creek Pkwy Traffic Signal Vicinity Map



ORDINANCE NO. 9.376, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF LINCOLN AVENUE AND VILLAGE CREEK PARKWAY

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Lincoln Avenue and Village Creek Parkway, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF LINCOLN AVENUE AND VILLAGE CREEK PARKWAY

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, **2024**, (the “Effective Date”) by and between the Town of Parker, a Colorado home rule municipal corporation (the “Town”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the County desire to enter into an intergovernmental agreement to share in the cost to design and construct a traffic signal at the intersection of Lincoln Avenue and Village Creek Parkway, (the “Project”); and

WHEREAS, the current estimated cost to design and construct the Project is approximately Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), and this amount is subject to change as the design is finalized and the Town conducts its bid opening for the Project; and

WHEREAS, the construction limits of the Project are depicted in **Exhibit A**, attached hereto, and incorporated herein; and

WHEREAS, currently, the Project is anticipated to commence in 2025.

WHEREAS, the County and the Town desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the County’s participation in the funding of the Project.

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

1. Town Responsibilities and Contribution for the Project.

The Town is responsible for managing all pre-construction activities and all construction activities associated with the Project. The Town’s responsibilities include but are not limited to the following: consulting services for surveying, design, utility coordination and utility relocates, right-of-way/easement acquisitions, obtaining all necessary local, state, and federal permits, managing the contractor(s) and consultants that provide the Town with professional services for construction management, construction inspections and material testing. The Town shall be responsible for issuing any permits required for the Project.

The Town is responsible for securing all the necessary funding for the Project in excess of the County Contribution (as defined below).

The Town is responsible for owning, operating, and maintaining all the improvements associated with the Project.

Upon written request from the County, the Town agrees to provide the County with copies of applicable Project documentation, including but not limited to the design and construction documents (plans and specifications), bid tabulations and other Project related expenditures.

Once the Town has commenced the Project advertisement for bids process, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice should be sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

After completing the Town's bid process, if the Town elects to not award a construction contract for the Project, then the Town will return the County Contribution to the County within one-hundred and twenty (120) days of the Town's decision to not award a construction contract, unless the Town decides to rebid the project. At the Town's sole discretion, the Town may decide to rebid and the Project and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Project.

2. County Responsibilities and Contribution for the Project.

The County agrees to pay the Town Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the "County Contribution"). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen Project related costs or claims.

The County Contribution is due to the Town within thirty (30) days of the date that the Town notifies the County in writing that the Town has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before March 31, 2025. The County agrees to open a Douglas County purchase order to the Town within sixty (60) days of the Effective Date of this Agreement.

The County Contribution shall be applied to the cost to construct the Project. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction of the Project, which include, but are not limited to, payments to contractor(s) and consultants providing the Town with professional services for construction management, construction inspection, and material testing.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the Town does not award a construction contract before **June 30, 2025**, and unless an extension is agreed to in writing by both Parties prior to **June 15, 2025**, then the County may terminate this Agreement and the Town shall refund the County Contribution to the County.

Currently, the Town anticipates that construction will be substantially completed for the Project on or before **June 30, 2026**; provided however, that failure of the Town to substantially complete construction by such date shall not require the County Contribution to be refunded to the County provided the Town has been diligently pursuing completion of the Project.

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

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

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

With electronic copy sent to: contracts@parkerco.gov

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

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

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

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

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

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

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

11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the

Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By: _____

Date: _____

ATTEST:

APPROVED AS TO CONTENT:

_____,
Clerk to the Board

Douglas J. DeBord, County Manager

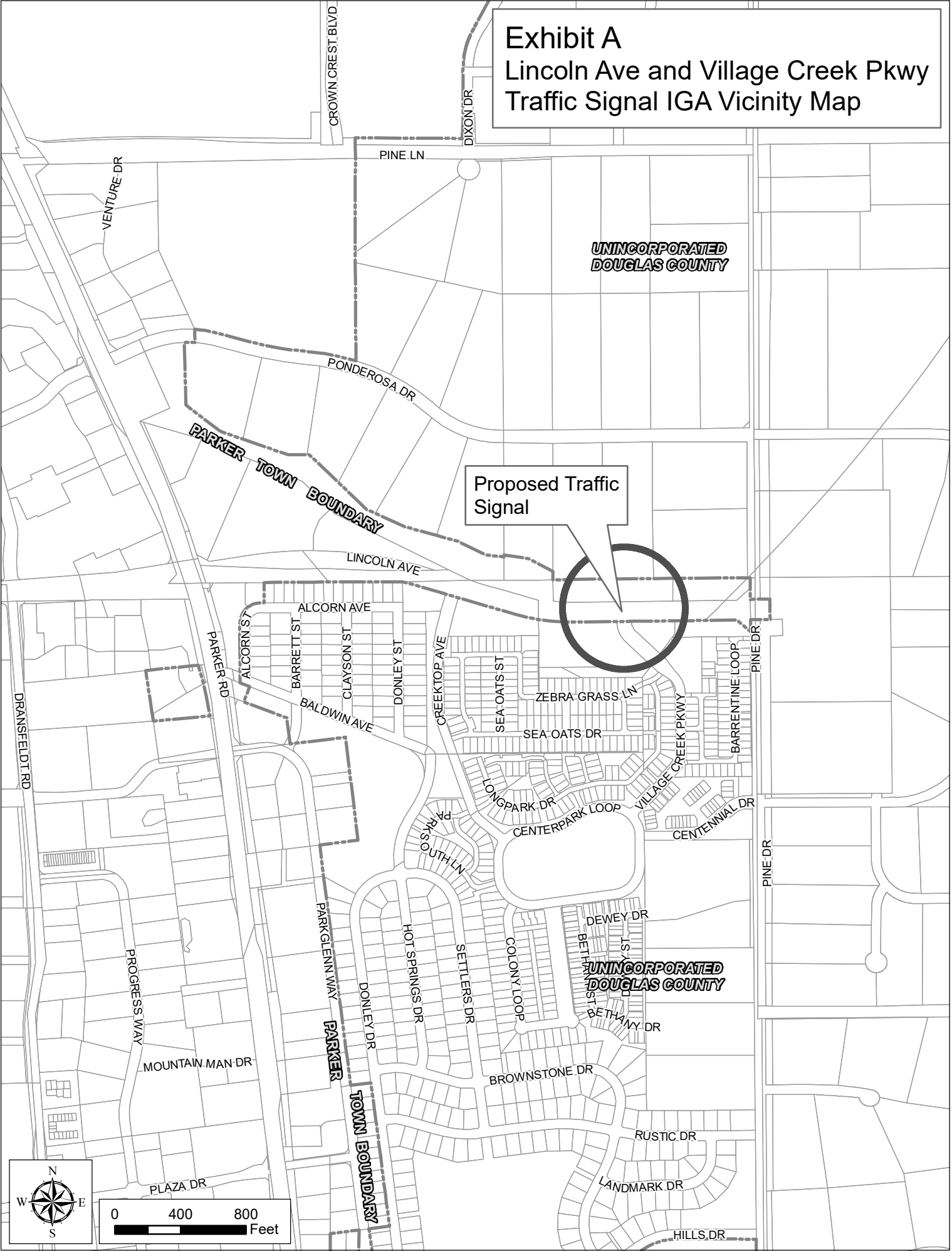
APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Senior County Attorney

Andrew Copland, Director of Finance

Exhibit A

Lincoln Ave and Village Creek Pkwy Traffic Signal IGA Vicinity Map





Request for Town Council Action

Date: August 5, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.359.1 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Construction of Development Improvement Project Drainage and Flood Control Improvements for Brandy Gulch Upstream of Spirit Trail Boulevard (Agreement No. 23-04.15A Project No. 109776) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Alex Mestdagh
Second August 19, 2024
Reading:

EXECUTIVE SUMMARY

This ordinance proposes to approve the amendment to the Intergovernmental Agreement (IGA) with the Mile High Flood District (MHFD) to codify the funding and construction of stabilization improvements to Brandy Gulch within the Looking Glass development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Looking Glass development is located in the southwest portion of the Town, northwest of Crowfoot Valley Road and south of Stroh Road. The development contains several major drainageways, including a tributary stream of Lemon Gulch named Brandy Gulch. In accordance with the Town's Storm Drainage criteria, the developer of the property is obligated to construct or fund the master-planned stabilization improvements to the drainageway.

The Town and MHFD entered into an IGA on July 31, 2023, regarding the construction of drainage and flood control improvements upstream of Spirit Trail Boulevard. This IGA contemplates three phases for the construction of the drainage and flood control improvements. The IGA only provides the funding level for Phase 1. This first amendment describes the project costs for Phase 2, including the parties' funding responsibilities for this work.

The developer is currently constructing Segment 2A of the development, which includes a segment of Brandy Gulch located upstream of the future Chambers Road alignment (Phase 2 of the improvements). The developer has designed the stabilization improvements for this reach of the gulch, which includes minor channel realignment, regrading of the channel banks, and riprap

stabilization. The Town and the MHFD have approved the design, and MHFD has agreed to construct the project with developer funding as a Development Improvement Project. The construction and the revegetation of the gulch will be funded 100% by the developer.

The developer is obligated to provide the construction funding to the Town in the Subdivision Improvement Agreement for Looking Glass Filing No. 15. The proposed amendment to the IGA proposes to pass this funding through to MHFD, and in turn, obligates MHFD to construct the improvements. The Town and MHFD have successfully collaborated in this manner on several projects in recent years.

FINANCIAL IMPACT

None. This project is funded 100% by the developer of the property.

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

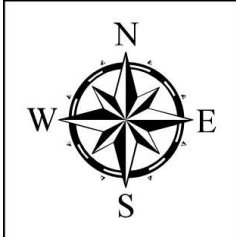
1. Vicinity Map
2. Ordinance No. 9.359.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.359.1 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.



Vicinity Map
Brandy Gulch IGA



ORDINANCE NO. 9.359.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION OF DEVELOPMENT IMPROVEMENT PROJECT DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR BRANDY GULCH UPSTREAM OF SPIRIT TRAIL BOULEVARD (AGREEMENT NO. 23-04.15A PROJECT NO. 109776) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Construction of Development Improvement Project Drainage and Flood Control Improvements for Brandy Gulch Upstream of Spirit Trail Boulevard (Agreement No. 23-04.15A Project No. 109776) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION OF DEVELOPMENT IMPROVEMENT PROJECT DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR BRANDY GULCH UPSTREAM OF SPIRIT TRAIL BOULEVARD

Agreement No. 23-04.15A
Project No. 109776

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN" and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Construction of Development Improvement Project Drainage and Flood Control Improvements for Brandy Gulch Upstream of Spirit Trail Boulevard" (Agreement No. 23-04.15) dated July 31, 2023 (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES have completed construction of Phase 1 of drainage and flood control improvements for Upper Brandy Gulch Upstream of Sprit Trail Boulevard; and

WHEREAS, PARTIES now desire to proceed with construction of Phase 2 of drainage and flood control improvements for Upper Brandy Gulch Upstream of Spirit Trail Boulevard (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$2,417,667.98; and

WHEREAS, the Town Council of TOWN have authorized, by appropriation or resolution, all of PROJECT costs from DEVELOPER.

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

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

1. Construction
2. Construction Management Services
3. Contingency- 5% of Construction
4. Vegetation Establishment
5. Administrative Fee-

- B. It is understood that PROJECT costs as defined above are not to exceed \$3,252,138.24 without amendment to this AGREEMENT.

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

	<u>ITEM</u>	<u>PHASE TWO</u>	<u>PHASE ONE</u>
1.	Construction	\$ 2,078,385.20	\$ 678,445.40
2.	Construction Management	\$ 30,000	-0-
	Services <i>*included in</i> <i>Construction Proposal</i>		
2.	Contingency	\$ 103,919.26	\$ 33,922.27
3.	Vegetation Establishment	\$ 163,795.82	\$ 92,965.68
4.	Administrative Fee	\$ 41,567.70	\$ 40,706.72
	Total	\$ 2,417,667.98	\$ 846,040.07

Total for Phase 1 and Phase 2 \$3,252,138.24

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

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

5. MANAGEMENT OF FINANCES

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

Project Payment by TOWN of \$3,252,138.24 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The project payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

PARTIES agree that, within 30 calendar days after the final payments have been made to vendors for completion of the Construction scope of work and the Construction Engineering Services, any remaining money that was unused for these scopes of work, and any remaining

Construction Contingency funds, will be returned to DEVELOPER. Funds collected for Vegetation Establishment and Administrative Fees will not be returned to TOWN.

TOWN'S failure to approve DEVELOPMENT will not constitute a default by DISTRICT in its performance of this Agreement. Additional work requested beyond the contract documents for PROJECT will require an amendment to AGREEMENT.

At TOWN request, remaining monies shall be transferred to another special fund held by DISTRICT.

- B. Administrative Costs. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Development Improvement Project projects to offset DISTRICT staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.

1. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Estimated Construction Cost Range	Percentage Charged
Under \$500,000	8%
\$500,000 - \$1,000,000	6%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%
\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

TOWN

By_____

Name_____

Title_____

Date_____

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: August 5, 2024

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 12.05.14 - First Reading**
A Bill for an Ordinance to Amend Section 2.04.040 of the Parker Municipal Code Concerning Rules and Procedures of the Cultural and Scientific Commission
Department: Cultural, Carrie Glassburn
Second Reading: August 19, 2024

EXECUTIVE SUMMARY

The initiatives that the Parker Cultural and Scientific Commission (PCSC) oversees have continued to expand. Therefore, there has been a need to create new subcommittees to help plan and put on cultural events. In addition to the original "Art in Public Places" Committee (renamed the Public Art Committee), the PCSC now has several other committees under its purview.

Ordinance No.12.05.14 acknowledges the numerous committees and changes the Code to use the generic term "committee" rather than naming a specific committee.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Art in Public Place Committee (now referred to as the Public Art Committee) was the first committee formed by the Parker Cultural and Scientific Commission. As the PCSC's mission and reach grew, so did the need to add other subcommittees to help execute events and projects. Currently, the PCSC has the following subcommittees:

- Public Art Committee
- Parker Arts Lecture Series Committee
- History Committee
- Honey Festival Committee
- Science Committee
- Strategic Planning Committee

Section 2.04.040 of the Code previously called out only the Art in Public Places Committee.

Ordinance No.12.05.14 updates the Code to refer generically to a committee, rather than naming a specific singular committee.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 12.05.14

RECOMMENDED MOTION

I move to approve Ordinance No. 12.05.14 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.

ORDINANCE NO. 12.05.14, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.04.040 OF THE PARKER MUNICIPAL CODE CONCERNING RULES AND PROCEDURES OF THE CULTURAL AND SCIENTIFIC COMMISSION

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

Section 1. Section 2.04.040 of the Parker Municipal Code is amended to read as follows:

2.04.040 Rules and procedures.

* * *

(b) The Cultural and Scientific Commission shall choose one (1) of its members to serve as vice chair, secretary, and ~~art-in-public-places-committee~~ liaison for each committee. These positions shall exist for one (1) year after appointment of the chair by the Town Council and appointment of the vice chair, secretary, and ~~art-in-public-places-committee~~ liaison for each committee by the Cultural and Scientific Commission.

* * *

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 _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney



Request for Town Council Action

Date: August 5, 2024

Submitted By: Joe Degenhart, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.358.1 - First Reading**
A Bill for an Ordinance to Approve the First Amendment to Inter-Governmental Agreement By and Between the Board of County Commissioners of the County of Douglas and the Town of Parker, Parker Police Department for Services
Department: Police Department, Joe Degenhart
Second August 19, 2024
Reading:

EXECUTIVE SUMMARY

The proposed amendment to the Intergovernmental Agreement ("IGA") between the Town and Douglas County (the "County") for the expansion of the Community Response Team ("CRT") would increase the reimbursement amount to the Town by \$4,000 for a new total of \$171,880, and extend the term of the IGA to expire December 31, 2024, to provide the County additional time to pay invoices to the Town pursuant to the IGA.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 15, 2023, Town Council approved the IGA between the Town and the County for the expansion of the CRT program. Pursuant to the IGA, the County agreed to reimburse the Town a maximum of \$167,880 for the salary of a second officer to be assigned as a CRT officer, as well as related equipment and operating expenses. The funding comes from the Colorado Division of Criminal Justice, Department of Public Safety's Multidisciplinary Crime Prevention and Crisis Intervention Grant Program.

The County is increasing amount reimbursed to the Town by an additional \$4,000, for a total reimbursement of \$171,880 for the CRT officer's salary, equipment, and operating expenses. Therefore, the County has proposed an amendment to the IGA to account for the extra funding, and to extend the term through December 31, 2024, to enable it additional time to pay the Town for the invoices it has submitted pursuant to the IGA.

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. 9.358.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.358.1 on first reading and to schedule second reading for August 19, 2024, as part of the consent agenda.

ORDINANCE NO. 9.358.1, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF PARKER, PARKER POLICE DEPARTMENT FOR SERVICES

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

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

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

AMENDMENT TO INTER-GOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE TOWN OF PARKER, PARKER POLICE DEPARTMENT FOR SERVICES

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT AMENDMENT (the “Amendment”) is entered into as of this ____ day of _____, 20__, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and **TOWN OF PARKER** (the “Town”) a Colorado Home Rule Municipality, to include PARKER POLICE DEPARTMENT (hereinafter “PPD”), authorized to do business in Colorado, for the purpose of reimbursing the Town for providing an additional co-response law enforcement officer to staff the Parker Police Department Community Response Team (hereinafter “CRT”). The County and the Town hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

WHEREAS, the County and the Town entered into a certain Inter-Governmental Agreement for Services dated May 23, 2023 (the “Agreement”); and

WHEREAS, the County and the Town originally agreed to a Maximum Contract Expenditure for services in the amount of ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY Dollars (\$167,880.00). Compensation for the additional work associated with this Amendment shall be FOUR THOUSAND Dollars (\$4,000.00); and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Amendment.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 4 of the Agreement is hereby amended to read:

“MAXIMUM AGREEMENT EXPENDITURE. Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of grant funds appropriated for this Agreement is ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY Dollars (\$167,880.00). The funds appropriated for this Amendment is FOUR THOUSAND Dollars (\$4,000.00); In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Town. Any potential expenditure for this Agreement outside the current fiscal year is contingent upon and subject to future annual appropriation of funds for any such proposed expenditure.”

2. Section 5 of the Agreement is hereby amended to read:

“Term. It is mutually agreed by the Parties that the Term of this Agreement shall commence as of 12:01 a.m. on March 20, 2023, and terminate at 12:00 a.m. on December 31, 2023. This Amendment shall extend the term of this Agreement to terminate as of 12:00 a.m. on December 31, 2024. 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.

3. The remainder of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the County and Town have executed this Amendment as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

ATTEST:

George Teal Date
Chair, Board of County Commissioners

Hayley Hall, Deputy Clerk

APPROVED AS TO FISCAL CONTENT:

Andrew Copland Date
Director of Finance

APPROVED AS TO LEGAL FORM:

Jeff Garcia Date
County Attorney



Request for Town Council Action

Date: August 5, 2024

Submitted By: Bryce Matthews, Assistant Director - Planning

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-037**
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2024 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Private Activity Bonds (PABs) are tax-exempt bonds issued by (or on behalf of) local or state governments to provide financing for IRS qualified projects having a public benefit. The PAB financing may be used for projects such as affordable housing, sewer/water facilities, transportation infrastructure, educational projects, small manufacturing facilities and redevelopment activities. Staff requests Town Council approval for the assignment of the Town's PAB capacity to the Douglas County Housing Partnership consistent with prior years. This will support the Housing Partnership's efforts to preserve and develop affordable and workforce housing.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The State of Colorado receives PAB capacity from the federal government each year and allocates some of it to local governments including the Town of Parker. For 2024, the Town has received an allocation of \$3,876,703 in PAB capacity from the State.

Since 2013, the Town Council has directed staff to assign the Town's PAB capacity to the Douglas County Housing Partnership on an annual basis. The Housing Partnership uses this capacity to finance the development of affordable and workforce housing for low and moderate income residents throughout Douglas County. The other municipalities that are members of the Housing Partnership have also assigned their PAB capacity to it in prior years.

Generally, the Town has three (3) options for how to address its annual PAB capacity:

1. Take no action by the September 16 deadline and let the capacity revert back to the State;
2. Rollover and assign the capacity to a qualified project (if the Town had such a project);
or
3. Assign the capacity to another eligible issuing entity.

The benefits of assigning the Town's PAB capacity to the Douglas County Housing Partnership include:

1. The capacity stays local;
2. The Town has representation on the Douglas County Housing Partnership Board and has a say in how the capacity is used; and
3. The Town's capacity will provide the Douglas County Housing Partnership with an additional financing tool to support affordable and workforce housing in Douglas County, including in Parker.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 24-037

RECOMMENDED MOTION

I move to approve Resolution No. 24-037, as part of the consent agenda.

RESOLUTION NO. 24-037, Series of 2024

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2024 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2024, approximately \$3,876,703 (the "2024 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2024 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2024 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2024 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed

Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the “Assignment”), dated _____, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the “Assignor”), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a Multijurisdictional Housing Authority (the “Assignee”);

WITNESSETH:

WHEREAS, the Assignor has been awarded \$3,876,703 (the “2024 Allocation”) of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2024 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2024 Allocation. The Assignee agrees to use all of the Assignor’s 2024 Allocation only for “projects” as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2024 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2024 Allocation to the statewide balance under the Allocation Act, or to assign such 2024 Allocation or a portion thereof to another Assignee.

Section 2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

Section 3. The Assignee hereby accepts the assignment of all of the Assignor’s 2024 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this

Agreement, including but not limited to the Assignee filing an IRS Form 8328 “Carryforward Election of Unused Private Activity Bond Volume Cap” with respect to all of the Assignor’s 2023 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

TOWN OF PARKER, COLORADO, as
Assignor

By: _____
Jeff Toborg, Mayor

[SEAL]

ATTEST:

Chris Vanderpool, Town Clerk

**DOUGLAS COUNTY HOUSING
PARTNERSHIP**, as Assignee

By: _____
Maria Ciano, Executive Director

[SEAL]

ATTEST:

By _____
Its: _____



Request for Town Council Action

Date: August 5, 2024

Submitted By: Carrie Glassburn, Cultural Director
Britni Minichino-Sikora, Program Coordinator

Reviewed By: Michelle Kivela, Town Manager

Title: **Mary Poppins The Musical**

Amount: **\$145,000 Walkout Potential**

Contractor: **Give 5 Productions, Inc.**

Department: **Cultural, Carrie Glassburn**

EXECUTIVE SUMMARY

This agenda item is to request Council approval of a Performance Agreement with Give 5 Productions, Inc., for production services of "Mary Poppins The Musical," which will be presented in January/February 2025. Town Council previously approved Give 5 Productions, Inc., as one of three companies to receive a Master Agreement awarded under SOQ-22-003. For this production, Give 5 Productions, Inc., will receive a guarantee of \$130,000, with a \$3,000 bonus available at 5% increments from 75% to 95% of tickets sold (Walkout Potential: \$145,000).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Our annual winter musical has become a very popular event over the years, with titles such as "Matilda," "Sound of Music," and "School of Rock" taking over our main stage. We were thrilled to be able to include "Mary Poppins The Musical," a well-known and highly engaging show in our lineup this season. Tickets for this show will go on sale to the public on August 1, 2024. We forecast selling at least 85% of the total seats available for the 17 public performances of this production, which would result in an estimated gross ticket revenue of over \$262,710.

FINANCIAL IMPACT

Both production expenses and revenue for this theatrical production have increased from past years but have been accounted for in the 2024 and 2025 Cultural budgets.

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: August 5, 2024
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Construction Management Contract for the Town Hall Addition & Renovation Project (CIP22-051-CM)**
Amount: \$446,203
Contractor: WSB
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award WSB a construction management contract (CIP22-051-CM) for civil/structural oversight, inspection, and testing services for the Town Hall addition and renovation project (the "Project") in the amount of \$446,203.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Hall addition and renovation project requires construction management services, specifically civil/structural oversight, inspection, and testing services. The Project includes 6 phases of sitework, all of which must be inspected and tested for conformance with the plans/specifications and Town engineering standards. Additionally, the building foundations and steel superstructure must be inspected and tested for conformance with the plans/specifications and building codes.

WSB (formerly EST) was selected from the Town's CM on-call listing based on their proven track record with the Town. They have provided similar services on the Schoolhouse parking lot renovation project, Jordan Road box culvert project, Pikes Peak Drive sidewalk project, and West Mainstreet operational improvements project. WSB's performance on these past four projects was excellent and staff is recommending them for the Project.

WSB has the qualifications, expertise, and available resources necessary to perform the work and their fee is in line with projects of a similar type and scale. The services covered in this contract will span over 19 months and cost \$446,203.

FINANCIAL IMPACT

Funding has been appropriated for construction in the Urban Renewal Projects Fund (301-4652). The authorized contract amount includes a 10% owner's contingency held outside the contract by the Town for unforeseen conditions.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



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.



Request for Town Council Action

Date: August 5, 2024
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **Dransfeldt Road Extension Project (CIP23-001) Contract Modification**
Amount: **\$335,396.60**
Contractor: **SEMA Construction Inc.**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item is to award a contract modification with SEMA Construction for the Dransfeldt Road Extension project (CIP 23-001) in the amount of \$335,396.60 which results in a revised contract amount of \$21,860,902.20.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council awarded the Dransfeldt Road Extension project (CIP23-001) on January 16, 2024, to SEMA Construction Inc. The project consists of the extension of Dransfeldt Road south of the Twenty Mile Road intersection, crossing Cherry Creek with a new bridge and connecting to Motsenbocker Road at the proposed Salisbury North park property. The project includes reconstruction/realignment of Motsenbocker Road between Todd Drive and Longland Parkway (Salisbury Heights subdivision). Also included in the project is storm drainage improvements to the KOA Tributary and new connections to the Cherry Creek Trail. A prior contract modification for extending a future-use waterline into the Salisbury North park site was approved by Town Council on May 6, 2024.

The Parks & Recreation Department has engaged a consultant to complete the design of the proposed Salisbury Park North park project. As part of the project traffic study, the park project consultant identified that northbound right-hand turn lanes are needed on Motsenbocker Road at the two (2) proposed access points to the Salisbury Park site. At the time of competitive bidding for the Dransfeldt extension project in late 2023, this information was unknown.

SEMA Construction is currently improving Motsenbocker Road adjacent to Salisbury Park North as part of the Dransfeldt Road Extension project and staff felt it was best to undertake the additional widening of Motsenbocker Road concurrently with the roadway project. Doing this work now will eliminate the future park site contractor needing to widen the newly constructed roadway to make the access point connections to Motsenbocker Road. The future park contractor will be able to connect to these access points in the future without impacting traffic on Motsenbocker Road.

SEMA Construction provided pricing for this turn lane work at \$335,396.60, which is reasonable based on review by staff of past projects along with SEMA's contract unit pricing included in the base Dransfeldt Road extension project bid.

FINANCIAL IMPACT

Funding for this contract modification is included as part of the approved 2024 Parks, Recreation, and Open Space Fund (203-4520).

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 5, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **Motorola Portable Radio Purchase**

Amount: **\$428,229.18**

Contractor: **Motorola Solutions**

Department: **Police, Ron Combs**

EXECUTIVE SUMMARY

The Motorola APX7000 portable radios used by the Police Department (PD) are no longer supported by the manufacturer as of September 2023. This situation requires the replacement of all portable radios currently used by the PD. To accomplish this task, the PD has implemented a three-year plan to replace its fleet of portable radios which currently totals 86 units. This purchase completes the second year of the plan. Once a radio is no longer supported, access to service, software, and parts is no longer available.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Radio communication is critical to the law enforcement mission. It allows police officers to communicate immediate real-time emergency information to other officers, the communications center, other agencies and vice versa. Portable radios are one of the most important and utilized tools for a police officer. The Motorola APX7000 portable radios used by the PD are no longer supported by the manufacturer as of September 2023. This situation requires the replacement of all portable radios currently used by the PD.

To accomplish this task, the PD has implemented a three-year plan to replace its fleet of portable radios, which currently totals 86 units. This purchase will complete the second year of replacements. Parker is not alone in this, as all agencies using the highly popular APX7000 worldwide will need to move to newer versions of radios. In addition to the replacement radios, this purchase will include ten (10) radios for new officers being hired in 2024.

FINANCIAL IMPACT

The financial impact for 2024 will be \$428,229.18, which includes the replacement of thirty-six (36) radios and related costs. This purchase also includes ten (10) radios to equip new officers being hired in 2024.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 5, 2024
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**
Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

These two ordinances are for the approval of two Purchase and Sale Agreements for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently working on final construction drawings for an upcoming capital improvement project known as the Lincoln Avenue/Jordan Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road. The Project also includes improvements to Jordan Road between Stonegate Parkway and Lincoln Avenue. Lincoln Avenue will be widened from a four (4) lane section to a six (6) lane section. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In July 2023, Town Council approved Ordinance No. 1.589, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Lincoln Ave necessary to construct the Project. In October 2023, Town Council approved Ordinance No. 1.592, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Jordan Road necessary to construct the Project. There are thirty-six (36) impacted parcels inside the project limits, and this ordinance addresses the acquisition of the required permanent and temporary construction easements on two (2) of the impacted parcels.

These acquisitions include approximately 2,804 square feet (SF) of permanent easement and 4,154 SF of temporary construction easement that is needed to accommodate construction of sidewalk and roadway improvements.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary easements is \$96,000. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

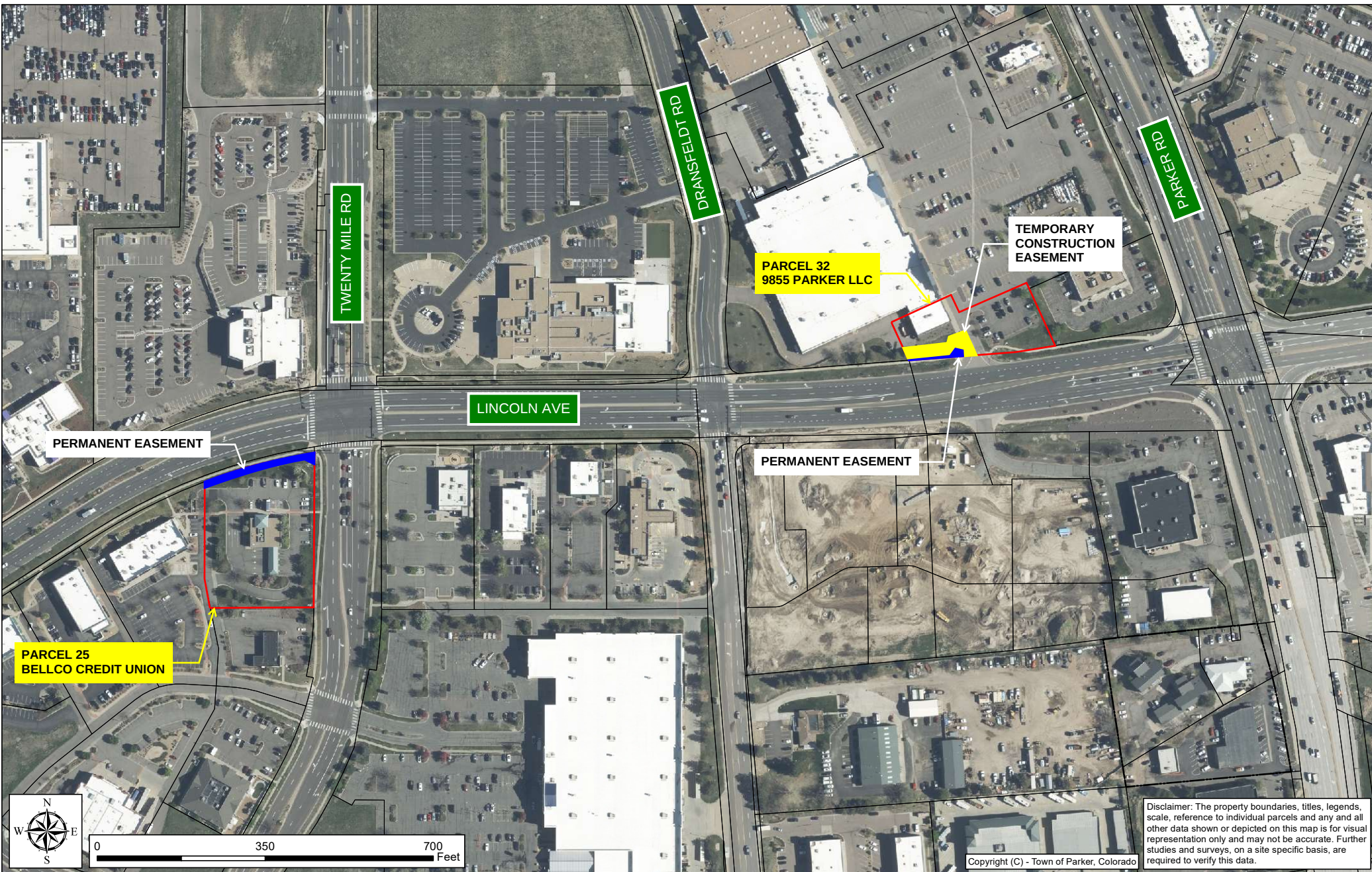
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.626
3. Ordinance No. 1.628

RECOMMENDED MOTION

I move to approve Ordinance No. 1.626 on second reading.
I move to approve Ordinance No. 1.628 on second reading.

LINCOLN AVENUE WIDENING PROJECT (KEYSTONE BLVD TO PARKER RD)



ORDINANCE NO. 1.626, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN 9855 PARKER, LLC, AND THE TOWN OF PARKER FOR A PORTION OF LOT 1, MACLACHLAN SUBDIVISION FILING NO. 1, FOR LINCOLN AVENUE WIDENING PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Right-of-Way Purchase and Sale Agreement by and between 9855 Parker, LLC, and the Town of Parker for a Portion of Lot 1, Maclachlan Subdivision Filing No. 1, for Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, 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 12th day of June, 2024, by and between 9855 Parker, LLC, a Colorado limited liability company, whose address is 3003 E. Third Ave, Suite 203, Denver, Colorado 80206 ("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 permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Permanent Easement"); and
- (b) A temporary construction easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Temporary Easement").

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$40,600.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) 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. The Purchaser, at its sole discretion, shall have the option to extend the term of the Temporary Easement for one (1) additional 12-month period by providing a minimum of thirty (30) days written notice to the Seller of the Purchaser's intent to extend the Temporary Easement and tendering payment of Twelve Thousand Six Hundred Fifty Dollars (\$12,650.00) to Seller prior to the expiration of the initial term of the Temporary Easement.

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 permanent easement rights described in **Exhibit A**, and temporary construction easement rights described in **Exhibit B**, subject only 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 permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

(b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in Exhibit B to Purchaser.

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 **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained

herein.

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

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

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

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

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

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

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property, 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) Intentionally deleted;

(e) Leases. Seller has notified Purchaser of its existing lease with Inspire Animal Hospital, PLLC 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 being the existing dog waste stand 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 no knowledge of any easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

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

(i) No pollution.

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

(2) Seller has not caused and will not cause the release of any hazardous substance on the Property;

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

(4) There is no asbestos on the Property;

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

(6) By acquiring the Property, Purchaser shall satisfy itself that it 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.

As used herein, the phrase "to Seller's knowledge", or any variation thereof, shall not be deemed to imply any duty of inquiry and means to the actual current knowledge of Ben Swanson or John Witt and will not be construed to refer to the knowledge of any other officer, agent, employee, investor or representative of the Seller.

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) Purchaser acknowledges the "Plan Amendment based on Town of Parker R.O.W. project 03/21/24" (the "Landscape Plan") which was approved by Town of Parker Planning Division on May 1, 2024, a copy of which is included as **Exhibit C**. Purchaser further acknowledges that Purchaser is responsible, at its expense, for all restoration, construction, warranty(ies) and related activities for the full satisfaction and final inspection of the Landscape Plan except for any obligations expressly stated as a Seller obligation on the Landscape Plan, the obligation of which shall survive Closing. The parties agree that the Landscape Plan is an approved plan, and all future construction of the Permanent Easement shall be subject to the Landscape Plan. In the event of conflict between the Landscape Plan and the Permanent Easement, the Landscape Plan shall control.

(e) Purchaser acknowledges its obligation to protect in-place during construction the existing spruce trees (approximate 25 feet in height each) near the western property

line of the Property and will be responsible to Seller and its successors and/or assigns for the replacement of said tree(s) for a period of eighteen (18) months following the date of acceptance of final inspection of the Landscape Plan by the Town of Parker. In the event the tree(s) either die or are determined to be injured or damaged by an arborist within said eighteen (18) month period, Purchaser will replace the affected tree(s) at Purchaser's expense.

(f) 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) Purchaser acknowledges that this Agreement affords the Purchaser the right to inspect the Property and conduct such investigation and study on and of the Property as it deems necessary for the purpose of acquiring the Property for its intended use, and Purchaser at Closing waives any and all objections or claims with respect to any and all physical characteristics and existing environmental conditions of the Property, including without limitation, any Hazardous Materials in, at, on, under or related to the Property. Purchaser further acknowledges and agrees that the Property is to be sold and conveyed to, and purchased and accepted by, Purchaser in its present condition, "as is" and with all faults, and hereby assumes the risk that adverse past, present or future physical characteristics and environmental conditions may not have been revealed by its inspection or investigation.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be

tendered or performed as specified herein.

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

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

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

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

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

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.

9855 Parker, LLC,
a Colorado limited liability company

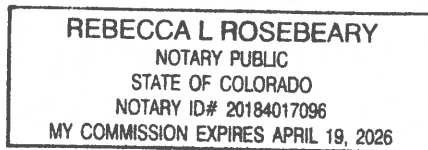
BY: _____

Ben Swanson, Manager

STATE OF Colorado)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of June 2024,
by Ben Swanson, as Manager of 9855 Parker, LLC, a Colorado limited liability company.

SEAL



Notary Public

PURCHASER:
TOWN OF PARKER

By: _____

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

6/12/2024

EXHIBIT "A"
TO RIGHT OF WAY PURCHASE AND SALE AGREEMENT
FORM OF PERMANENT EASEMENT AND LEGAL DESCRIPTION

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of _____, 2024, between **9855 Parker, LLC, a Colorado limited liability company** (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

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

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

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

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

5. **Unencumbered Title.** Grantor warrants that the property granted herein is free and clear of all liens and encumbrances that could have any impact on the easement granted by the Grantor by this Easement Agreement.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-32

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-32, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1, 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 PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE NORTH 88°47'21" EAST, A DISTANCE OF 6,480.83 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 24°25'32" EAST, A DISTANCE OF 2.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9415116 IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 AND SAID NORTHERLY RIGHT-OF-WAY, NORTH 85°28'50" EAST, A DISTANCE OF 111.14 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 04°31'10" WEST, A DISTANCE OF 17.15 FEET;

THENCE NORTH 81°12'56" WEST, A DISTANCE OF 14.64 FEET;

THENCE SOUTH 50°44'42" WEST, A DISTANCE OF 29.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4,496.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 06°20'19" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'01", AN ARC LENGTH OF 73.27 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.017 ACRES, (757 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



Q:\12321-07 – Lincoln Ave Widening\Legals

EXHIBIT "B"
TO RIGHT OF WAY PURCHASE AND SALE AGREEMENT
FORM OF TEMPORARY EASEMENT AND LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That 9855 Parker, LLC, a Colorado limited liability company, whose address is 3003 E. 3rd Ave, Suite 203, Denver, CO 80206, ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

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

1. Said Temporary Easement shall expire and be of no further force or effect twenty-four (24) months after the date Grantee provides written notice of the commencement of the Temporary Easement by Grantor, which notice shall be provided within two (2) years of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed one (1) year from the date of expiration hereof pursuant to the terms of the Right of Way Purchase and Sale Agreement by and between Grantor and Grantee dated the ___ day of _____, 2024.

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. Grantee shall use commercially reasonable efforts to limit the impact on Grantor's operations from any construction work done by Grantee pursuant to this Agreement. Grantee acknowledges the "Plan Amendment based on Town of Parker R.O.W. project 03/21/24" (the "Landscape Plan") which was approved by Town of Parker Planning Division on May 1, 2024. Grantee further acknowledges that Grantee is responsible, at its expense, for all restoration, construction, warranty(ies) and related activities for the full satisfaction and final inspection of the Landscape Plan except for any obligations expressly stated as a Seller obligation on the Landscape Plan as soon as is reasonably practicable within one year following completion of the construction activities, but in any event prior to expiration of the term of this Temporary Easement.

4. 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.

6/12/2024

5. 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.

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

WITNESS our hand(s) and seal(s) this _____ day of _____, 2024.

**9855 Parker, LLC,
a Colorado limited liability company**

**BY: _____
Ben Swanson, Manager**

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024,
by Ben Swanson, as Manager of 9855 Parker, LLC, a Colorado limited liability company.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Manager

Date: _____

Attest: _____
Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "B"

PARCEL NUMBER: TCE-32

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-32, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1, 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 PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE NORTH 88°47'21" EAST, A DISTANCE OF 6,480.83 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 24°25'32" WEST, A DISTANCE OF 20.68 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 79°11'13" EAST, A DISTANCE OF 88.65 FEET;

THENCE NORTH 13°59'13" EAST, A DISTANCE OF 22.85 FEET;

THENCE NORTH 63°56'44" EAST, A DISTANCE OF 29.43 FEET;

THENCE SOUTH 25°49'04" EAST, A DISTANCE OF 68.21 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9415116 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, SOUTH 85°28'50" WEST, A DISTANCE OF 28.66 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 04°31'10" WEST, A DISTANCE OF 17.15 FEET;

THENCE NORTH 81°12'56" WEST, A DISTANCE OF 14.64 FEET;

THENCE SOUTH 50°44'42" WEST, A DISTANCE OF 29.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4,496.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 06°20'19" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'01", AN ARC LENGTH OF 73.27 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.095 ACRES, (4,154 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



Q:\12321-07 – Lincoln Ave Widening\Legals
PAGE 2 OF 2

EXHIBIT “C”
TO RIGHT OF WAY PURCHASE AND SALE AGREEMENT
LANDSCAPE PLAN

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Plan Amendment based on Town of Parker R.O.W. Project 03/21/24

PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	MATURE HT x WIDTH	INSTALL SIZE	NOTES/REMARKS
DECIDUOUS TREES						
HO	3	Quercus virginiana	Hicory Oak	50'x40'	7" cal	SEE FULL HEAD & GROUND, SINGLE
HL	2	O. laevis	Shadblow	50'x30'	7" cal	SEE FULL HEAD & GROUND, SINGLE
CONIFERIAL TREES						
HW	2	Asar canadensis	Yew	15'x15'	1.5" cal	
EVERGREEN TREES						
BP	1	Prunella americana	Blackthorn	25'x12'	8" cal	SEE FULL HEAD & GROUND, SINGLE
DECIDUOUS SHRUBS						
GL	12	Syringa vulgaris	Deer	24'x30'	1.5" cal	
GL	10	Rosa carolina	Carolina Rose	24'x30'	1.5" cal	
LD	4	Physocarpus opulifolius	Chinese Birch	24'x30'	1.5" cal	
LP	6	Lonicera xylosteum	Boxwood	24'x30'	1.5" cal	
PG	6	Platanus occidentalis	Platanus	24'x30'	1.5" cal	
NO	6	Platanus occidentalis	Platanus	24'x30'	1.5" cal	
SW	3	Physocarpus opulifolius	Chinese Birch	24'x30'	1.5" cal	
EVERGREEN SHRUBS						
BC	6	Jasminum officinale	Star Jasmine	12'x12'	1.5" cal	
BS	4	Jasminum officinale	Star Jasmine	12'x12'	1.5" cal	
CONIFERIAL GRASSES & PERENNIALS						
BB	9	Andropogon gerardii	Wildflower	4'x3'	1.5" cal	
BB	9	Andropogon gerardii	Wildflower	4'x3'	1.5" cal	
NO	6	Chamaenerion	Chamaenerion	4'x3'	1.5" cal	
NO	6	Chamaenerion	Chamaenerion	4'x3'	1.5" cal	

NOTE: LINE PLANT MATERIAL COVERAGE FOR LANDSCAPE AREA AT 80% MEETS THE 75% MIN. REQUIREMENT OF THE PARKER LDO SEC. 13.08.07(12) B.

SITE DATA

DESCRIPTION	SQ. FT.
SITE AREA	32,597
BUILDING COVERAGE	3,656
HARD SURFACE	18,591
LANDSCAPE (Private area)	13,206

STREETSCAPE REQUIREMENTS

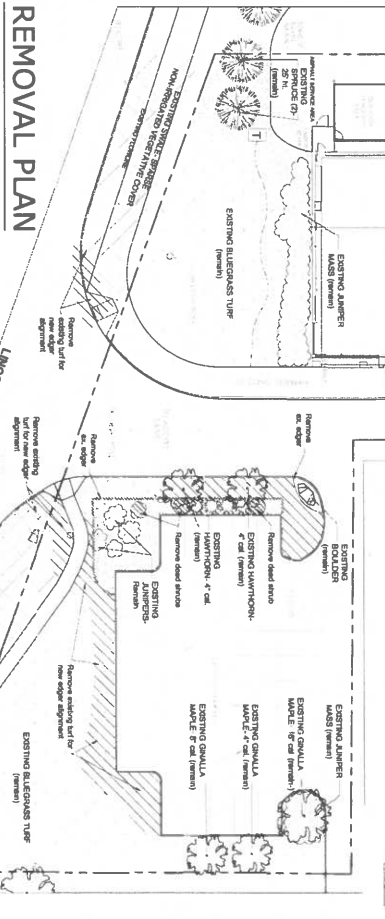
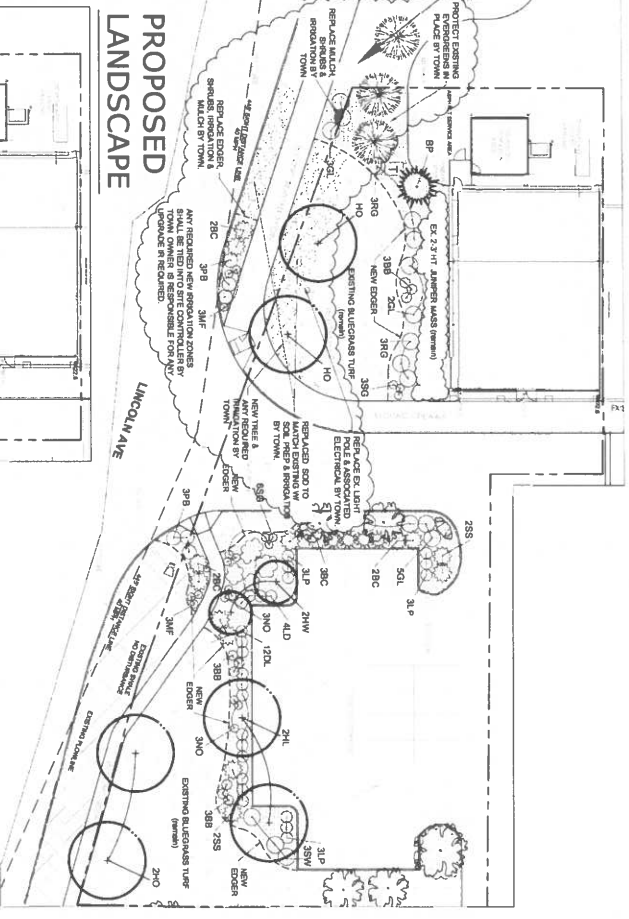
LOCATION	LENGTH	TREES/40 LF	REQUIRED	PROVIDED
Lincoln Ave. East	140 LF	4	4	
Lincoln Ave. West	100 LF	3	3	

PARKING LOT SCREENING

LOCATION	LINEAL	TREES/40 LF	REQUIRED	PROVIDED
South	115	3	2-10 Decid.	25

NOTES

1. ALL WORK SHALL CONFORM TO THE TOWN OF PARKER CODES, ORDINANCES, AND RESOLUTIONS.
2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER LANDSCAPE STANDARDS.
3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER LANDSCAPE STANDARDS.
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9. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER LANDSCAPE STANDARDS.
10. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER LANDSCAPE STANDARDS.
11. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER LANDSCAPE STANDARDS.
12. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER LANDSCAPE STANDARDS.



LEGEND

	DECIDUOUS TREE		EXISTING DECIDUOUS TREE TO REMAIN
	CONIFERIAL TREE		EXISTING CONIFERIAL TREE TO REMAIN
	EVERGREEN TREE		EXISTING EVERGREEN TREE TO REMAIN
	SHRUB		EXISTING SHRUB TO REMAIN
	GRASS		EXISTING GRASS TO REMAIN
	PERENNIAL		EXISTING PERENNIAL TO REMAIN
	REMOVAL		REMOVAL

Landscaping Plan
 Project: Inspire Arroyo Hospital
 Date: 11/17/2023
 Sheet: 5 of 5

ORDINANCE NO. 1.628, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN BELLCO CREDIT UNION AND THE TOWN OF PARKER FOR A PORTION OF LOT 5, LINCOLN MEADOWS FILING NO. 3, FOR LINCOLN AVENUE WIDENING PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Right-of-Way Purchase and Sale Agreement by and between Belco Credit Union and the Town of Parker for a Portion of Lot 5, Lincoln Meadows Filing No. 3, for Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

TOWN OF PARKER**RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between Belco Credit Union, a Colorado nonprofit corporation, whose address is 7600 E. Orchard Road, Suite 400, Greenwood Village, Colorado 80111 ("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 non-exclusive easement to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire such easement 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 permanent, non-exclusive easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Easement").

2. Purchase Price and Payment. The parties agree that the purchase price for the Easement shall be **\$55,400.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) 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. Objections to Title.

(a) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall may, as Purchaser's sole and exclusive remedy, terminate this Agreement prior to the closing date. In the event of such termination, the parties shall have no further rights or obligations hereunder except for those liability and obligations that survive.

(b) The Seller acknowledges that the Purchase Price is full and just compensation for the Easement.

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 permanent, non-exclusive easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in **Exhibit A** to Purchaser.

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 **December 31, 2024**, Purchaser and Seller shall, as their sole and exclusive remedy, terminate this Agreement.

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

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

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the real property subject to the Easement 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. Purchaser will defend and hold Seller harmless from any expenses, damages and liabilities, including reasonable attorneys' fees that Seller may suffer or incur arising out of any claims for property damage, personal injury or claims from materialmen, or laborers which arise from Purchaser's investigations under this Section 9. The terms hereof shall survive the expiration or termination of this Agreement.

10. Risk of Loss; Damage to Property. 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.

11. **[Intentionally Deleted].**

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the real property subject to the Easement, review of all agreements and information affecting the real property subject to the Easement, review and approval of the title

commitment and title documents, any appraisal of the real property subject to the Easement which the Purchaser has obtained, approval by the Purchaser of any survey of the real property subject to the Easement and approval by the Town Council of the Town of Parker of the acquisition of the Easement.

(b) 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. The terms hereof shall survive the termination of or closing under this Agreement.

(c) 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 except for those liability and obligations that survive.

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. 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. In no event shall Seller be liable to Purchaser for any damages, whether actual, punitive, speculative or consequential damages, or any other remedy at law or in equity.

(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 except for those liability and obligations that survive.

(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.

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.

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.

[balance of page intentionally left blank]

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

**Belco Credit Union,
a Colorado nonprofit corporation**

DocuSigned by:
John Rivera
BY: _____
C9670F3118C944F...

TITLE: SVP, Chief Retail Officer

PRINT: John Rivera

**PURCHASER:
TOWN OF PARKER**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-25

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-25 BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 5, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 88°41'06" EAST, A DISTANCE OF 5,013.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 5, SOUTH 00°00'29" EAST, A DISTANCE OF 6.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,169.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°29'18" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°05'55", AN ARC LENGTH OF 206.09 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 50°12'12" EAST, A DISTANCE OF 40.80 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5 AND THE WESTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY AND SAID WESTERLY RIGHT-OF-WAY, NORTH 00°00'30" WEST, A DISTANCE OF 38.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,188.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°52'50" EAST;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 5 AND SAID SOUTHERLY RIGHT-OF-WAY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'11", AN ARC LENGTH OF 237.82 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.047 ACRES, (2,047 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
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: August 5, 2024

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Fourth Amendment to the Design Contract (CIP22-051-AS) for the Town Hall Addition & Renovation Project**

Amount: \$1,010,625

Contractor: Anderson Mason Dale Architects

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a fourth amendment to the design contract (CIP22-051-AS) with Anderson Mason Dale Architects for the Town Hall addition and renovation project for construction administration services in the amount of \$1,010,625.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Project Description

The Project generally consists of a 32,000 square foot 2-story addition, select renovations of existing Town Hall, and related sitework. The Project provides needed workspace, safety and security enhancements, accessibility improvements, upgraded technology and systems, and space for additional community services. See attached Vicinity Map.

Amendment 04 History

- 2021/2022 – The Town contracted with Stantec to develop a Facility Master Plan. The Plan provides a feasible approach over the next 12 years to construct additional space at multiple Town facilities including Town Hall. On April 18, 2022, Council approved the Plan via Resolution No. 22-016.
- Summer/fall 2022 – Staff advertised an RFQ for architectural/engineering services – 6 responses were received, and 3 companies were shortlisted. The 3 shortlisted companies submitted proposals in response to an RFP, were interviewed, and ranked. AMD was selected as the most qualified firm.
- January 3, 2023 – Council awarded AMD a design contract (CIP22-051-AS) and amendment 01 for preliminary design services.
- August 7, 2023 – Council awarded AMD amendment 02 for design development and entitlement services.
- January 2, 2024 – Council awarded AMD amendment 03 for construction

documentation, entitlement, and bidding administration services.

- May 23, 2024 – Planning Commission recommended approval of the site plan amendment.
- June 17, 2024 – Council unanimously approved the site plan amendment.

Amendments 01-03 are substantially complete. The next amendment required of this contract is for construction administration services. Construction administration is a series of administration tasks performed by the architect and their sub-consultants to help oversee the construction phase of a project. The construction administration team in concert with the owner ensures conformance of construction with the Project plans/specifications and timely execution of the project.

Services covered in amendment 04 are anticipated to take approximately 19 months to complete (August 2024 through the first quarter 2026) and cost \$1,010,625. This fee is in line with prior Town projects of similar size/scope, and when combined with the three previous amendments, it represents approximately 10.6% of construction costs, which is within the 10-15% industry and regional standard for this type of project.

CONSTRUCTION ADMINISTRATION FEE BREAKDOWN

Scope	Total
Architecture	\$604,100
Mechanical & Plumbing Engineering	\$60,500
Structural Engineering	\$31,750
Electrical and Technology Engineering	\$72,500
Civil Engineering	\$61,000
Landscape Architecture	\$42,000
Interiors & Furniture	\$46,900
Subtotal	\$918,750
Owner Contingency (10%)	\$91,875
Amendment 04 Total	\$1,010,625

FINANCIAL IMPACT

Funding has been appropriated for amendment 04 in the 2024 Town Hall Expansion fund (303-4194). The proposed contract amount includes a 10% owner's contingency held outside the contract by the Town for unforeseen conditions.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

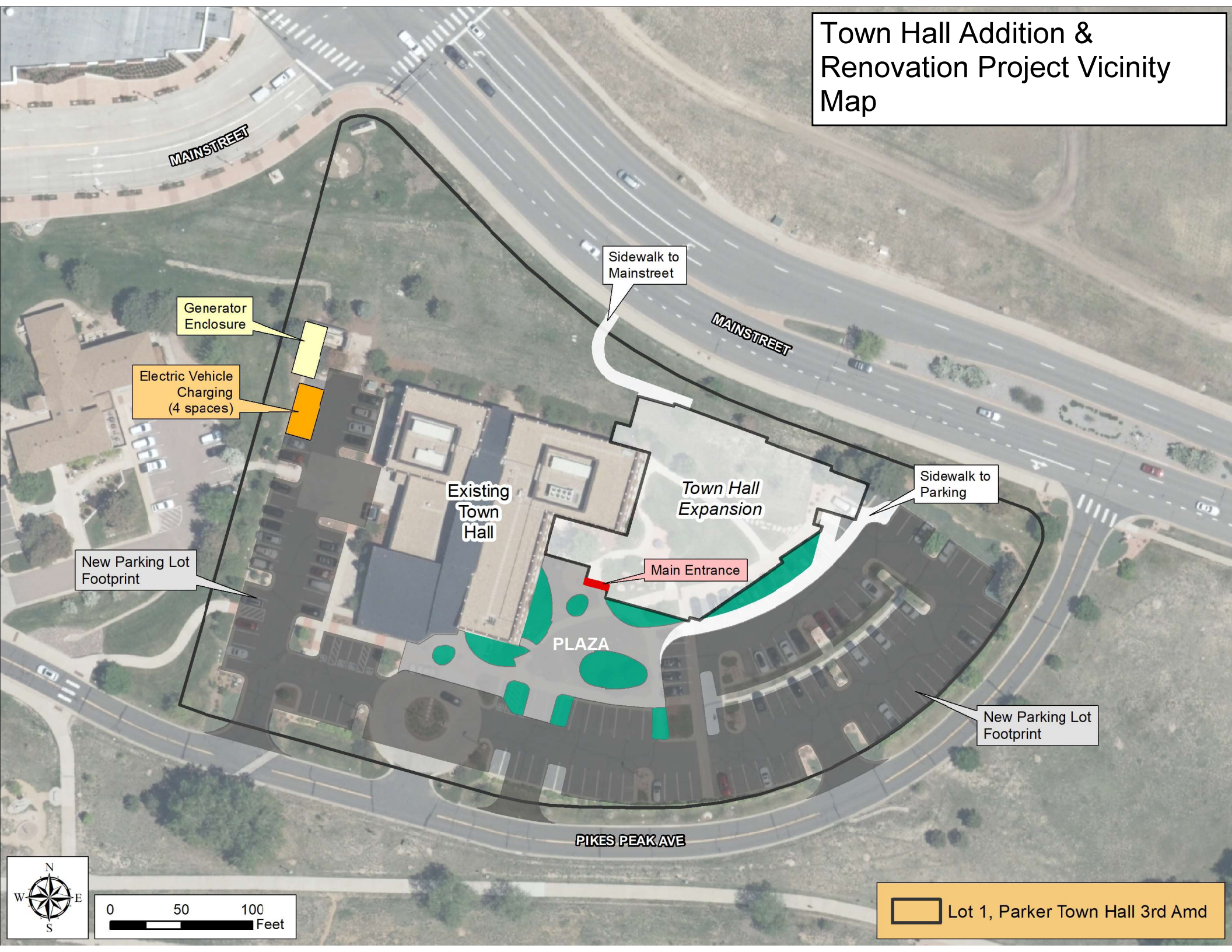
ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

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

Town Hall Addition & Renovation Project Vicinity Map



Generator Enclosure

Electric Vehicle Charging (4 spaces)

New Parking Lot Footprint

Sidewalk to Mainstreet

Existing Town Hall

Town Hall Expansion

Sidewalk to Parking

Main Entrance

PLAZA

New Parking Lot Footprint

PIKES PEAK AVE



0 50 100 Feet

Lot 1, Parker Town Hall 3rd Amd



Request for Town Council Action

Date: August 5, 2024
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Fifth Amendment to the Construction Contract (CIP22-051-CI) for the Town Hall Addition & Renovation Project**
Amount: \$29,396,634
Contractor: JHL Constructors
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a fifth amendment to the construction contract (CIP22-051-CI) with JHL Constructors (JHL) for the Town Hall addition and renovation project (the “Project”) for construction phase services in an amount of \$29,396,634.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Project Description

The Project generally consists of a 32,000 square foot 2-story addition, select renovations of existing Town Hall, and related sitework. The project provides needed workspace, safety and security enhancements, accessibility improvements, upgraded technology and systems, and space for additional community services. See attached Vicinity Map.

Amendment 05 History

- 2021/2022 – The Town contracted with Stantec to develop a Facility Master Plan. The Plan provides a feasible approach over the next 12 years to construct additional space at multiple Town facilities, including Town Hall. On April 18, 2022, Council approved the Plan via Resolution No. 22-016.
- April 18, 2022 – Staff presented to Council a detailed overview of the alternative Construction Manager/General Contracting (CM/GC) project delivery method recommended for the Project. On May 2, 2022, Council approved the alternative method via Resolution No. 22-018.
- Summer/fall 2022 – Staff advertised an RFQ for CM/GC services. 10 responses were received, and 3 companies were shortlisted. The 3 shortlisted companies submitted proposals in response to an RFP were interviewed and ranked. JHL was selected as the most qualified company.
- January 3, 2023 – Council awarded JHL a contract for construction management/general

- contractor services (CIP22-051-CI) and amendment 01 for pre-construction services.
- February 5, 2024 – Council awarded JHL amendment 02 for select electrical design assistance services and to place an early order for a new building generator due to long lead times.
- May 23, 2024 – Planning Commission recommended approval of the site plan amendment.
- June 17, 2024 – Council approved the site plan amendment and awarded JHL amendment 03 for enabling work, including select labor/materials necessary to advance critical pre-construction tasks required for starting construction in August.
- July 8, 2024 – Council awarded JHL amendment 04 for select labor/materials necessary for early mobilization in mid-July and administration and procurement efforts critical for starting construction in August.

Amendments 01-04 are currently being advanced. If awarded, Amendment 05 incorporates the guaranteed maximum price into the contract, including amendments 01-05 and officially starts construction of the Project in earnest.

Guaranteed Maximum Prices Results

As of the date of this memo, design and pre-construction services are substantially complete and JHL has submitted their Guaranteed Maximum Price (GMP) proposal to the Town based on the 100% construction documents. See the table below for the results of the GMP.

Scope	Addition	Renovation	Total
Direct Building Costs	\$15,888,320	\$6,757,513	\$22,645,833
Direct Site Costs	\$3,188,345	\$63,219	\$3,251,563
Indirect Costs	\$1,295,267	\$443,963	\$1,739,230
Fee (2.75%)	\$560,228	\$199,779	\$760,007
Costs + Fee (GMP)	\$20,932,160	\$7,464,473	\$28,396,634
Owner Contingency (3.52%)			\$1,000,000
Amendment 05 Total			\$29,396,634

Per the Owner/Contractor agreement, JHL submitted a minimum of three competitive bids for all major trade packages of more than \$25,000. Their fee is 2.75% of direct and indirect costs and is itemized above. Included in the proposal is their construction management team consisting of a principal in charge, project executive, project manager, project superintendent, project engineer, and field engineer. The proposal is in line with previous estimates submitted during the pre-construction phase and is within the Town's allocated budget for construction. JHL's performance during the pre-construction phase was excellent and staff is recommending that Council approve amendment 05 and move forward with construction.

Project Phasing and Schedule

The Project will be constructed in 2 phases. Phase 1 is the addition and is estimated to take approximately 14 months to complete, and Phase 2 is the renovation estimated at 5 months. If all goes as planned, the addition should be ready to occupy in Q4 2025 and the renovation in Q1 2026.

Each phase requires temporary relocation of select staff, including housing the Finance and P3 staff offsite during Phase 1. Town Hall will remain open during the entire project with Council Chambers and Courts finding temporary accommodations during Phase 2.

The sitework consists of 6 phases with temporary closures of parking lots throughout the project. Pikes Peak Avenue will remain open during the entire project with temporary lane closures for utility work. The roundabout will be replaced with a new access/driveway.

FINANCIAL IMPACT

Funding has been appropriated for this third amendment in the 2024 Town Hall Expansion fund (303-4194). The proposed contract amount includes a 3.52% owner's contingency held outside the contract by the Town for unforeseen conditions.

STRATEGIC GOAL(S)



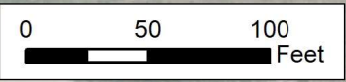
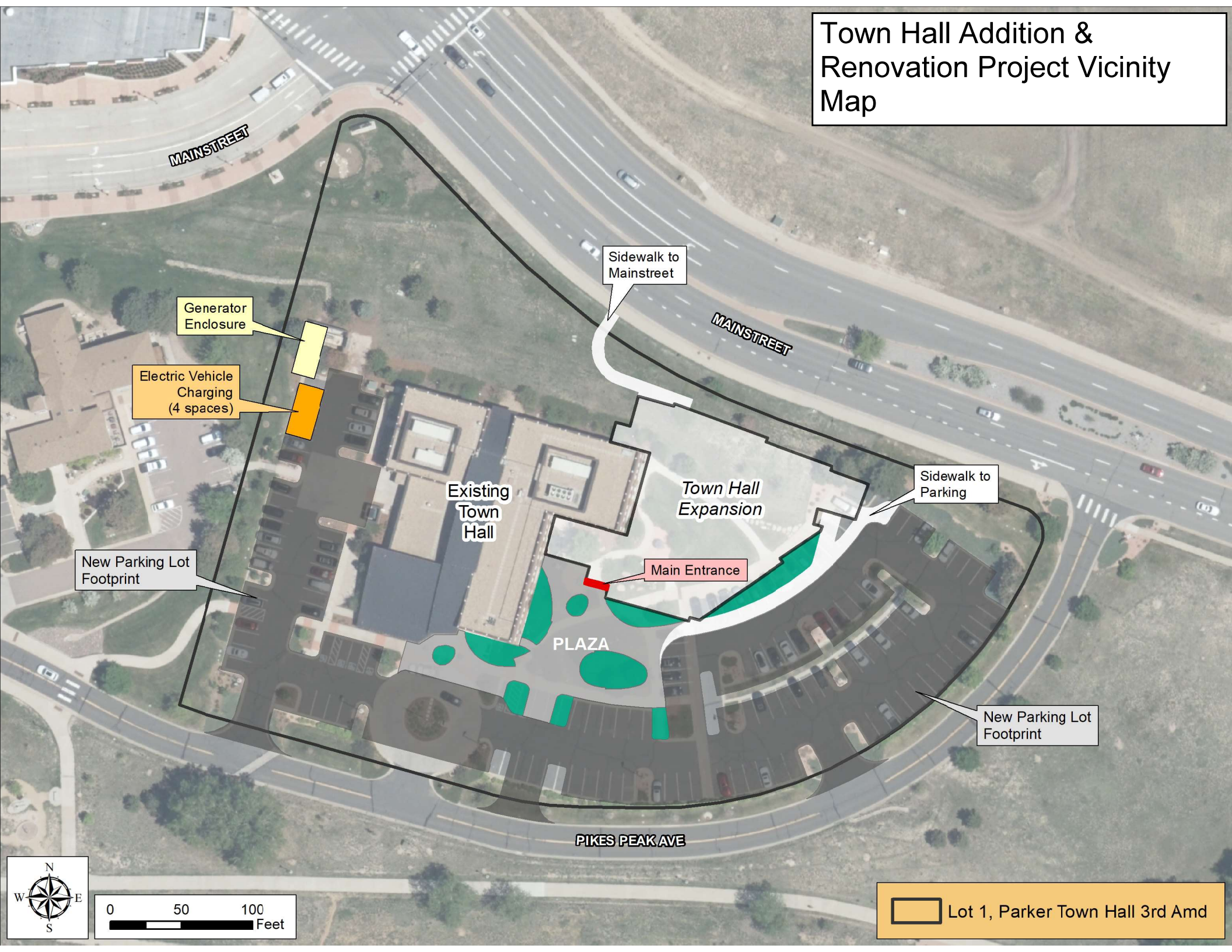
ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

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

Town Hall Addition & Renovation Project Vicinity Map



 Lot 1, Parker Town Hall 3rd Amd