

TOWN OF PARKER COUNCIL AGENDA

August 19, 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. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. 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 - August 5, 2024 & August 12, 2024**

- B. *ORDINANCE NO. 1.289.8 – First Reading*
A Bill for an Ordinance to Approve the First Amendment to the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment
Department: *PAR and Economic Development, Weldy Feazell*
Second Reading: *September 3, 2024*
- C. *ORDINANCE NO. 9.377 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Agreement Between the Regional Transportation District and the Town of Parker Regarding the Lincoln Avenue Widening Project
Department: *Engineering and Public Works, Patrick Burke*
Second Reading: *September 3, 2024*
- D. *RESOLUTION NO. 24-038*
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Hidden River II Homeowners Association for a Parcel of Land Over and Across Tract A, Hidden River Subdivision Filing No. 4
Department: *Engineering and Public Works, Tom Gill*
- E. *RESOLUTION NO. 24-040*
A Resolution Finding Substantial Compliance of the Town Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on October 7, 2024, for the Purpose of Considering Said Annexation
Department: *Community Development, Julia Duncan*
Trakit No.: *ANX24-004*
- F. *PARKER PAVILIONS*
1. *RESOLUTION NO. 24-031.1*
A Resolution Accepting the Conveyance of Real Property from JDN Intermountain Development, Parker Pavilion, LLC, for Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment (Parcel Numbers 223322301028 and 22332230141, respectively)
Department: *Engineering and Public Works, Chris Hudson*
2. *RESOLUTION NO. 24-032.1*
A Resolution Accepting the Conveyance of Real Property from JDN Intermountain Development, Parker Pavilion, LLC, for a Portion of Property Lying Within Lot 9, Parker Pavilions, Filing No. 1 First Amendment (Parcel Number 223322300020)
Department: *Engineering and Public Works, Chris Hudson*

G. *CONTRACTS OVER \$100,000*

1. *Comprehensive Master Plan Update - Contract for Services*
Amount: \$249,967
Contractor: Cushing Terrell
Department: Community Development, Stefi Szrek
2. *High Plains Trail-Segment 2 Final Design Second Amendment*
Amount: \$44,496 in addition to the original contract amount of \$193,344 for a revised total of \$237,840
Contractor: Stanley Consultants, Inc.
Department: Parks, Recreation and Open Space, Brett Collins
3. *Parker Road Sidewalk - Pine Drive to Stroh Road - Preliminary Design Contract Modification*
Amount: \$5,109 additional for a revised contract amount of \$180,858
Contractor: Merge Resource Group Ltd.
Department: Engineering and Public Works, Patrick Burke

5. **ORDINANCES**

- A. **ORDINANCE NO. 9.376 - Second 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
- B. **ORDINANCE NO. 9.374 - Second 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
- C. **ORDINANCE NO. 8.20.7 - Second 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

D. ORDINANCE NO. 9.375 - Second 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 Lincoln Avenue Widening and Improvement Project (Jordan to Parker Road)

Department: Engineering and Public Works, Patrick Burke

E. ORDINANCE NO. 9.359.1 - Second Reading *(To be continued to September 3, 2024)*

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

F. ORDINANCE NO. 12.05.14 - Second 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

G. ORDINANCE NO. 9.358.1 - Second Reading

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

Department: Police Department, Joe Degenhart

6. RESOLUTIONS

RESOLUTION 24-039

A Resolution to Exempt Certain Real Property Commonly Known as the E-470 Applegreen Travel Plaza Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Amber Wood Hicken

7. CONTRACTS OVER \$500,000

Hilltop Road Sidewalk - Hidden River Lane to Tallman Drive (CIP22-052-CI)

Amount: \$557,598

Contractor: ABC Asphalt, Inc.

Department: Engineering and Public Works, Tom Gill

8. PUBLIC COMMENTS CONTINUED IF NECESSARY

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 19, 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. Discussion re: Senate Bill 24-131 – sensitive spaces and potential local exceptions
2. Anthology West Metropolitan District Nos. 4 and 2 concerning the 2024 Revenue Pledge Agreement

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 5, 2024**

Mayor Jeff Toborg called the meeting to order at 5:01 p.m. All Councilmembers were present.

Town Attorney Jamie Wynn announced that there were four topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The first topic was C.R.S. § 31-12-106 concerning annexation of enclaves adjacent to Parker Road. The second topic was C.R.S. § 31-12-107 concerning the potential annexation of 16790 Centre Drive, Parker, Colorado. The third topic was regarding camping on public property – *Grants Pass v. Johnson*. The final topic was about a parking lot license agreement.

EXECUTIVE SESSION

Brandi Wilks moved and Todd Hendreks seconded to enter into Executive Session at 5:03 p.m. to hold a conference with the Town's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Brandi Wilks moved and Todd Hendreks seconded to come out of Executive Session at 6:58 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No work session was held.

REGULAR SESSION

Mayor Toborg reconvened the meeting at 7:02 p.m.

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

PUBLIC COMMENTS

The following spoke regarding the Douglas County Pridefest held on August 4, 2024: Brad Bergford, Parker; Dana Bonham, Castle Rock; Amy Windju, Castle Rock; Tina De Los Santos, Parker; and Jimmy Graham, Castle Rock.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES - 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

Joshua Rivero moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4J.

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. LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT

Department: Engineering and Public Works, Patrick Burke

These two ordinances were 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. 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.

Public Comments: None.

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

Todd Hendreks moved and Joshua Rivero seconded to approve Ordinance No. 1.626 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. 1.628 - Second 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

Todd Hendreks moved and Joshua Rivero seconded to approve Ordinance No. 1.628 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. 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

This item was 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.

Public Comments: None.

Brandi Wilks moved and Laura Hefta 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. 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

This item was 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. 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 the fourth quarter of 2025 and the renovation in the first quarter of 2026.

Public Comments: None.

Joshua Rivero 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 8:14 p.m.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 12, 2024**

CALL TO ORDER

Mayor Jeff Toborg called the Special Town Council meeting to order at 7:13 p.m. All Councilmembers were present.

Town Attorney Jamie Wynn announced that there was one (1) item for discussion in Executive Session under C.R.S. § 24-6-402(4)(b) potential litigation.

EXECUTIVE SESSION

Brandi Wilks moved and Todd Hendreks seconded to go into Executive Session at 7:17 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Anne Barrington seconded to come out of Executive Session at 7:47 p.m.

ADJOURNMENT

The meeting was adjourned at 7:47 p.m.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: August 19, 2024

Submitted By: Weldy Feazell, PAR & Economic Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.289.8 – First Reading**
A Bill for an Ordinance to Approve the First Amendment to the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment
Department: PAR and Economic Development, Weldy Feazell
Second Reading: September 3, 2024

EXECUTIVE SUMMARY

The Second Amended and Restated Cooperation Agreement between the Town and Parker Authority for Reinvestment (PAR) is a comprehensive document that outlines the administrative items allowing PAR to implement the Town's Urban Renewal Plans.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PAR and the Town initially entered into a Cooperation Agreement for Administrative Services on August 21, 2006, which was subsequently amended on three occasions: June 4, 2012 (the "First Amendment"); March 17, 2014 (the "Second Amendment"); and May 15, 2017 (the "Third Amendment"). Following this, on December 4, 2017, the Town and PAR entered into the Amended and Restated Cooperation Agreement, which has also been amended twice, on April 15, 2018 (the "First Amendment") and September 8, 2020 (the "Second Amendment"). Most recently, the Second Amended and Restated Cooperation Agreement was entered into on June 5, 2023.

The proposed First Amendment to the Second Amended and Restated Cooperation Agreement brings several beneficial changes, including:

- Use of Town Employees/Administrative Services: PAR reimburses the Town for the cost of salaries and benefits for staff. The amendment aims to update the current staff titles without altering the percentage reimbursed to the Town.
 - PAR Executive Director - 25% of the Town Manager's salary and benefits
 - PAR/Economic Development Director – 50% of the PAR and Economic Development Director's salary and benefits
 - Business Development Liaison – 100% of salary and benefits

- Capital Projects Within an Urban Renewal Project Area: This section simplifies the Capital Projects section by allowing changes to the list of projects without future amendments to the agreement. Budget allocations will still be required for all capital projects funded by PAR.

FINANCIAL IMPACT

None. All 2024 budget allocations remain unchanged.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.289.8

RECOMMENDED MOTION

I move to approve Ordinance No. 1.289.8 on first reading and to schedule second reading for September 3, 2024, as part of the consent agenda.

ORDINANCE NO. 1.289.8, Series of 2024

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

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

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

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 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 SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED COOPERATION AGREEMENT (the "First Amendment") dated as of the ____ day of _____, 2024, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Town and the Authority entered into the Second Amended and Restated Cooperation Agreement, dated June 5, 2023 (the "Second Amended and Restated Cooperation Agreement"), to memorialize all updated aspects of the relationship between the Town and the Authority;

WHEREAS, the Town and the Authority now desire to enter into this First Amendment to the Second Amended and Restated Cooperation Agreement to reflect an updated list of Capital Projects to be funded by the Authority, and to change the term "Redevelopment Coordinator" to "Business Development Liaison"; and

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

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

1. Section 1.0, subsection A. of the Second Amended and Restated Cooperation Agreement is amended to read as follows:

1.0 USE OF TOWN EMPLOYEES/ADMINISTRATIVE SERVICES.

A. Use of Town Employees. The Town hereby authorizes the Authority to utilize the services of certain specified Town employees to assist the Authority in work related to urban renewal projects in the Town. Effective as of December 23, 2023, the Town hereby assigns the following positions to perform such services for the percentage of their time specified below as follows:

1. The Authority Executive Director: The Town Manager shall perform the function of Executive Director, and the Authority shall pay twenty-five percent (25%) of the total cost of the Town Manager's salary and benefits for performing such functions;

2. The Authority Director: The Parker Authority for Reinvestment/Economic Development Director shall perform the function of Authority Director, and the Authority shall pay fifty percent (50%) of the total cost of the salary and benefits for performing such functions; and

3. The Authority Business Development Liaison: The Authority shall pay one hundred percent (100%) of the total cost of the salary and benefits for performing such functions.

2. Section 3.0 of the Second Amended and Restated Cooperation Agreement is amended to read as follows:

3.0 CAPITAL PROJECTS WITHIN AN URBAN RENEWAL PROJECT AREA.

The Town and the Authority desire to continue to have the Authority fund or otherwise provide the Capital Projects more particularly described in **Exhibit A, as attached to the Second Amended and Restated Cooperation Agreement and other Capital Projects as the Town and the Authority agree to fund from time to time ~~as revised~~**, pursuant to C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c), and seek to utilize the process set forth in this Agreement.

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

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

3. Entire Agreement — Amendments. This First Amendment to Second Amended and Restated Cooperation Agreement and the Second Amended and Restated Cooperation Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained within this First Amendment to Second Amended and Restated Cooperation Agreement and the Second Amended and Restated Cooperation Agreement. This Agreement may be further amended by written agreement between the Town and the Authority.

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

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**PARKER AUTHORITY FOR
REINVESTMENT**

By: _____
Jeff Toborg, Chairman

ATTEST:

Chris Vanderpool, Authority Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Authority Attorney



Request for Town Council Action

Date: August 19, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.377 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement
Between the Regional Transportation District and the Town of Parker
Regarding the Lincoln Avenue Widening Project
Department: Engineering and Public Works, Patrick Burke
Second Reading: September 3, 2024

EXECUTIVE SUMMARY

This ordinance is for the approval of a Memorandum of Agreement between the Regional Transportation District and the Town of Parker 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 Avenue 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 right-of-way and temporary construction easements on one (1) of the impacted parcels.

These acquisitions include approximately 386 square feet (SF) of right-of-way and 3,138 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 \$13,317. 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

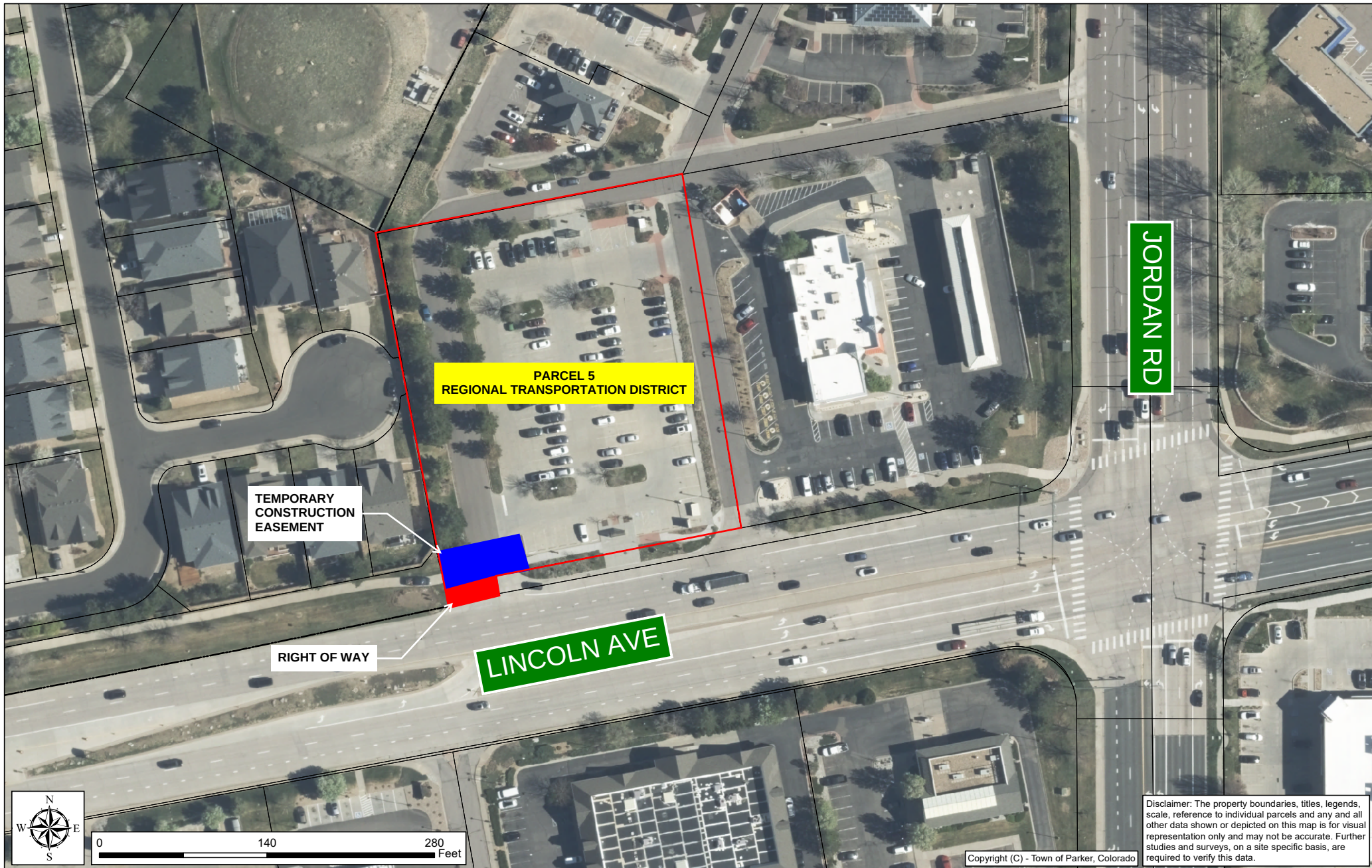
ATTACHMENTS

1. Vicinity_Map
2. Ordinance No. 9.377

RECOMMENDED MOTION

I move to approve Ordinance No. 9.377 on first reading and to schedule second reading for Septembr 3, 2024, as part of the consent agenda.

LINCOLN AVENUE WIDENING PROJECT (KEYSTONE BLVD TO PARKER RD)



ORDINANCE NO. 9.377, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT AND THE TOWN OF PARKER REGARDING THE 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 Memorandum of Agreement Between the Regional Transportation District and the Town of Parker Regarding the Lincoln Avenue Widening Project, 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

Town of Parker MEMORANDUM OF AGREEMENT	Project: Lincoln Avenue Widening Project Location: 16775 E Lincoln Avenue, Parker, Colorado 80134 Parcel(s): RW-5 County: Douglas
This agreement made on _____, 20____ is between the Regional Transportation District (GRANTOR) for the purchase of the parcel(s), grants of easement(s), listed above from <u>TOWN OF PARKER</u> , a Colorado Home Rule Municipality (GRANTEE).	
Just compensation was determined by appraisal(s) prepared in accordance with Federal and Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.	
Land (described in attached Exhibit A)	386 Sq.ft ☒ /acres ☐ \$6,755.00
Permanent and Slope Easements (described in attached exhibits)	Sq.ft ☐ /acres ☐ \$
Temporary Easements (described in attached exhibits)	Sq.ft ☐ /acres ☐ \$
Improvements: 386/SF Concrete Pavement	\$6,562.00
Damages	\$
	Gross Total \$
	Less Credit \$
	Net Total \$13,317.00
Other conditions: Grantor agrees to provide an access agreement to the Grantee's contractor for the property shown in Exhibit B in similar form to Exhibit C.	
The GRANTORS and GRANTEE agree that: -with the exception of any Relocation Agreement there are no promises, terms, conditions, or obligations other than those listed on this agreement. -this contract is binding on both the GRANTORS and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees, but only after approval on behalf of the Town of Parker. -the compensation shown on this agreement is for the fee simple estate of the parcel(s), grant(s) of easement(s), and/or compensation for described above.	
The GRANTORS: -will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year. -has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes. -will execute and deliver to GRANTEE those documents indicated below.	
The GRANTEE: -will be entitled to specific performance of this agreement upon tender of the agreed consideration. -will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law. -will make payment after receiving an acceptable deed from the GRANTORS. -will take possession of the parcel(s) when it tenders payment to the GRANTORS unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. -will prepare the following documents:	
☒ Special Warranty Deed ☐ w/Min Rev ☐ Access Deed ☐ Full Release(s) Book/Page/Reception #: ☐ Partial Release(s) Book/Page/Reception#: ☐ Or (specify) ☐ Title Company to prepare documents except ☐ Utility Easement ☐ Permanent Easement ☐ Slope Easement ☐ Temporary Easement	
Order Warrant \$13,317.00	Payable to: Regional Transportation District
Real Property Specialist	
GRANTOR: Regional Transportation District Debra Johnson, General Manager & CEO	06.26.24
Approved as to legal form for RTD By: Aimee Beckwith, Senior Associate General Counsel	Beckwith, Aimee - 22099 Digitally signed by Beckwith, Aimee - 22099 Date: 2024.06.26 14:00:48 -0500
GRANTEE: Jeff Toborg, Mayor	
Town Clerk: Chris Vanderpool	
Approved as to legal form for Town of Parker By: Jamie Wynn, Interim Town Attorney	

Attach W-9 form

EXHIBIT "A"

PARCEL NUMBER: RW-5

May 8, 2023

DESCRIPTION

A PARCEL OF LAND NO. RW-5, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3B, STONEGATE FILING NO. 2, 5TH AMENDMENT, RECORDED OCTOBER 1, 1999 AT RECEPTION NO. 99084288, 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 26°36'25" WEST, A DISTANCE OF 1,300.89 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 3B AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 10°31'16" EAST, A DISTANCE OF 9.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3B AND THE NORTHERLY BOUNDARY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2005090279 IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3B AND THE NORTHERLY RIGHT-OF-WAY, NORTH 79°28'44" EAST, A DISTANCE OF 40.50 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 10°31'16" WEST, A DISTANCE OF 9.50 FEET;

THENCE SOUTH 79°31'31" WEST, A DISTANCE OF 40.50 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 0.009 ACRES, (386 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



EXHIBIT "B"

PARCEL NUMBER: TCE-5

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-5, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3B, STONEGATE FILING NO. 2, 5TH AMENDMENT, RECORDED OCTOBER 1, 1999 AT RECEPTION NO. 99084288, 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 26°36'25" WEST, A DISTANCE OF 1,300.89 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 3B AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 10°31'16" WEST, A DISTANCE OF 44.33 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 80°54'12" EAST, A DISTANCE OF 72.23 FEET;

THENCE SOUTH 10°31'16" EAST, A DISTANCE OF 42.57 FEET TO THE NORTHERLY RIGHT-OF-WAY LINCOLN AVENUE RECORDED AT RECEPTION NO. 99084288 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE WESTERLY PROLONGATION THEREOF, SOUTH 79°30'17" WEST, A DISTANCE OF 72.21 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.072 ACRES, (3,138 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



EXHIBIT "C"

**RIGHT OF ENTRY AGREEMENT
FOR []**

THIS RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and [INSERT CONTRACTOR NAME], [Insert Contractor Type], whose address is [Insert Contractor Address] ("**Contractor**").

RECITALS

- A. RTD owns a parcel of land at known as the Jordan Road Park-n-Ride for mass transit purposes at 16775 E Lincoln Avenue in Douglas County, Colorado (the "**RTD Property**").
- B. RTD and the Town of Parker ("Licensee") are parties to a Memorandum of Agreement dated _____ ("License"), whereby RTD granted a non-exclusive license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purpose(s) of constructing, maintaining, using, and operating the Facilities, as that term is defined in the License. The License is incorporated into this Agreement by reference.
- C. Licensee has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Facilities pursuant to the License.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the License, the parties agree as follows:

ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the area shown on the attached **Exhibit 1 ("Licensed Area")** and in accordance with the Plans attached as **Exhibit 2**.
- B. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.

- D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for 90 days, until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

ARTICLE 3. WORK AND COORDINATION WITH RTD

- A. Contractor shall perform the work in accordance with **Exhibit 2** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with RTD's Manager, Construction ("**RTD Representative**") at office number [insert number] or by email at [first.last@RTD-Denver.com]. Contractor's Agent shall notify the RTD Representative 2 weeks prior to beginning work.

ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- B. Contractor shall obtain a Buildings and Grounds Access Permit ("**BGAP**") from RTD Facilities Maintenance by submitting the permit form, which can be found at <https://www.rtd-denver.com/business-center/construction-engineering/right-of-way-agreements-and-permits>, to bgapermits@rtd-denver.com whenever Contractor, Contractor's Agents, or their equipment will be present on the Licensed Area. Contractor must initiate its request for a BGAP five business days before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.
- C. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD of the emergency at 303.299.2911 or such other number provided by RTD and advise of Co. ntractor's proposed

actions to immediately address the emergency. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.

- D. RTD reserves the right to have its personnel present during any work under this Agreement.
- E. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- F. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- G. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- H. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- I. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- J. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 5. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Contractor shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Contractor will perform such digging or boring. If there is such a

telecommunications facility or other utility, Contractor will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 6. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD: Regional Transportation District
 Attn: Manager Real Property
 1560 Broadway, Suite 650
 Denver, Colorado 80202
 303.299.6904
 [email]

If to Contractor: [Insert Contractor information]

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor's agents and subcontractors to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 8. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
 - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
 - 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 - 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 - 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.

5. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Manager of Real Property as provided in this Agreement.
- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
 3. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 4. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities:** Any action or omission of Contractor and/or Contractor's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
 - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
 - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
 - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
 - b) all requirements pertaining to the protection of the health and safety of employees or the public.
4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:
- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
 - b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or
 - c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. **No Hazardous Material on Property**. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.
- C. **No Violations of Environmental Requirements**. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.

- D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Contractor or Contractor's Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor's Agents.

ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.
- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.

- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.

- O. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page(s) to Follow

SAMPLE

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma, P.E.
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
[Attorney Name]
[Attorney Title]

Date: _____

CONTRACTOR
[INSERT CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
RTD Property

SAMPLE

EXHIBIT 2
Plans

SAMPLE



Request for Town Council Action

Date: August 19, 2024

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-038**
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Hidden River II Homeowners Association for a Parcel of Land Over and Across Tract A, Hidden River Subdivision Filing No. 4

Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This item is to approve a resolution for the conveyance of real property necessary to construct the Hilltop Road Sidewalk project. This resolution is needed for planned sidewalk improvements to the east side of Hilltop Road from Tallman Drive to Narrow Pine Parkway.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A sidewalk gap currently exists on the east side of Hilltop Road between Tallman Drive and Narrow Pine Parkway. A new sidewalk to fill this gap is being proposed to improve pedestrian safety and connectivity on this segment of Hilltop Road. Vicinity maps are attached which show the existing gap and the proposed sidewalk section.

Town staff has been meeting and coordinating with the Hidden River II Homeowners Association (HOA) over the past year on this project. The HOA has approved the design, location and alignment of the proposed sidewalk. An easement on land owned by the HOA is necessary to construct the proposed sidewalk. Since the proposed sidewalk impacts some existing landscaping owned by the HOA, Town staff has negotiated landscaping mitigation as compensation for the easement.

Staff has publicly bid the construction of the sidewalk project and the contract is scheduled for award by Town Council following the approval of this resolution.

FINANCIAL IMPACT

The project design and budget includes landscaping mitigation as compensation for the easement.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Hilltop Road Sidewalk Gap at Hidden River Vicinity Map
2. Hidden River II HOA Sidewalk Easement Vicinity Map
3. Resolution No.24-038

RECOMMENDED MOTION

I move to approve Resolution No. 24-038, as a part of the consent agenda.

Hilltop Road Sidewalk Gap at Hidden River Vicinity Map



Hidden River II HOA Sidewalk Easement Vicinity Map



Iron Horse
Elementary

Preston
Hill

TALLMAN DR

CLUB DR

Proposed Sidewalk
Easement

HILLTOP RD

Hidden
River



0 200 400
Feet

RESOLUTION NO. 24-038, Series of 2024

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK EASEMENT FROM HIDDEN RIVER II HOMEOWNERS ASSOCIATION FOR A PARCEL OF LAND OVER AND ACROSS TRACT A, HIDDEN RIVER SUBDIVISION FILING NO. 4

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from Hidden River II Homeowners Association for a parcel of land over and across Tract A, Hidden River Subdivision Filing No. 4;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from Hidden River II Homeowners Association for a parcel of land over and across Tract A, Hidden River Subdivision Filing No. 4, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2024, between HIDDEN RIVER II HOMEOWNERS ASSOCIATION, a nonprofit corporation, whose legal address is 19590 E. Mainstreet, Suite 208, Parker, Colorado 80138 (hereinafter referred to as the "Grantor"), and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

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

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

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

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

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

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

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

Executed and delivered the day and year first above written.

**GRANTOR: HIDDEN RIVER II
HOMEOWNERS ASSOCIATION, a nonprofit
corporation**

By: _____
_____ [Print name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of Hidden River II Homeowners Association, a nonprofit corporation.

My commission expires: _____.

SEAL

Notary Public

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A PROPERTY DESCRIPTION PERMANENT EASEMENT TOWN OF PARKER HILLTOP ROAD SIDEWALK GAP PROJECT SEGMENT 1

A tract or parcel of land over and across that parcel of land described as Tract A, Hidden River Subdivision Filing No. 4 recorded at Reception No. 9617851 in the Public Records of Douglas County, located in the West Half of Section 26 and the Northeast Quarter of Section 27, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northeast Quarter of Section 27, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°29'37" East, a distance of 2652.11 feet. Monumented by a $\frac{3}{4}$ " aluminum cap marked PLS 9133 1990 on a $\frac{2}{8}$ " pipe at the North Quarter Corner of said Section 27 and by a $\frac{3}{4}$ " aluminum cap marked PLS 23516 2002 on a #6 rebar in a range box at the Northeast Corner of said Section 27.

Commencing at the Northeast Corner of Section 27, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 04°08'07" West, a distance of 1597.74 feet to the westerly line of that parcel of land described as Tract A, Hidden River Subdivision Filing No. 4 recorded at Reception No. 9617851 in the Public Records of Douglas County, the easterly right of way line of Hilltop Road and the Point of Beginning;

THENCE South 07°45'44" East, a distance of 141.67 feet;

THENCE South 08°13'17" East, a distance of 131.12 feet;

THENCE South 09°53'04" East, a distance of 127.90 feet;

THENCE South 11°38'57" East, a distance of 180.59 feet;

THENCE South 14°59'39" East, a distance of 164.27 feet;

THENCE South 20°25'12" East, a distance of 166.83 feet;

THENCE South 07°20'43" East, a distance of 170.61 feet to the northwest corner of Lot 26, Block 1 said Hidden River Subdivision Filing No. 4;

THENCE South 06°49'46" East, a distance of 63.48 feet to the southwest corner of said Lot 26 and the northwest corner of Lot 27, Block 1 said Hidden River Subdivision Filing No. 4;

THENCE South 18°23'12" East, a distance of 63.32 feet to the southwest corner of said Lot 27;

continued

OWNER HIDDEN RIVER II HOMEOWNERS ASSOCIATION		PERMANENT EASEMENT W 1/2 SEC. 26, T.6S., R.66W. NE 1/4 SEC. 27, T.6S., R.66W. DOUGLAS COUNTY, COLORADO	THIS DOES NOT REPRESENT A MONUMENTED SURVEY. 
APN. 2233-271-16-008			
CALC: AVV	DATE: 6/10/2024		
DRWN: AVV	JOB No. 1701-029		
SHEET 1 OF 3			

**EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT
TOWN OF PARKER HILLTOP ROAD SIDEWALK GAP PROJECT
SEGMENT 1**

continued

THENCE South 23°56'02" East, a distance of 162.09 feet to said westerly line of that parcel of land described as Tract A, Hidden River Subdivision Filing No. 4 and said easterly right of way line of Hilltop Road;

THENCE along said westerly line of Tract A and said easterly right of way line the following nine (9) courses:

- 1. North 32°10'19" West, a distance of 31.52 feet;*
- 2. North 27°49'43" West, a distance of 76.50 feet;*
- 3. North 24°04'51" West, a distance of 20.25 feet;*
- 4. North 18°51'12" West, a distance of 184.07 feet;*
- 5. North 14°11'51" West, a distance of 98.24 feet;*
- 6. North 10°40'50" West, a distance of 130.86 feet;*
- 7. North 11°51'32" West, a distance of 561.38 feet;*
- 8. along a curve to the right an arc length of 179.66 feet, said curve having a radius of 1954.00 feet, a delta angle of 05°16'05", a chord bearing of North 09°13'30" West, and a chord length of 179.60 feet;*
- 9. North 00°24'27" East, a distance of 91.00 feet to the Point of Beginning.*

Containing 18041 Square Feet, or 0.414 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER

**HIDDEN RIVER II
HOMEOWNERS
ASSOCIATION**

APN. 2233-271-16-008

CALC: AVV DATE: 6/10/2024

DRWN: AVV JOB No. 1701-029

SHEET 2 OF 3

**PERMANENT
EASEMENT**

W 1/2 SEC. 26, T.6S., R.66W.
NE 1/4 SEC. 27, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



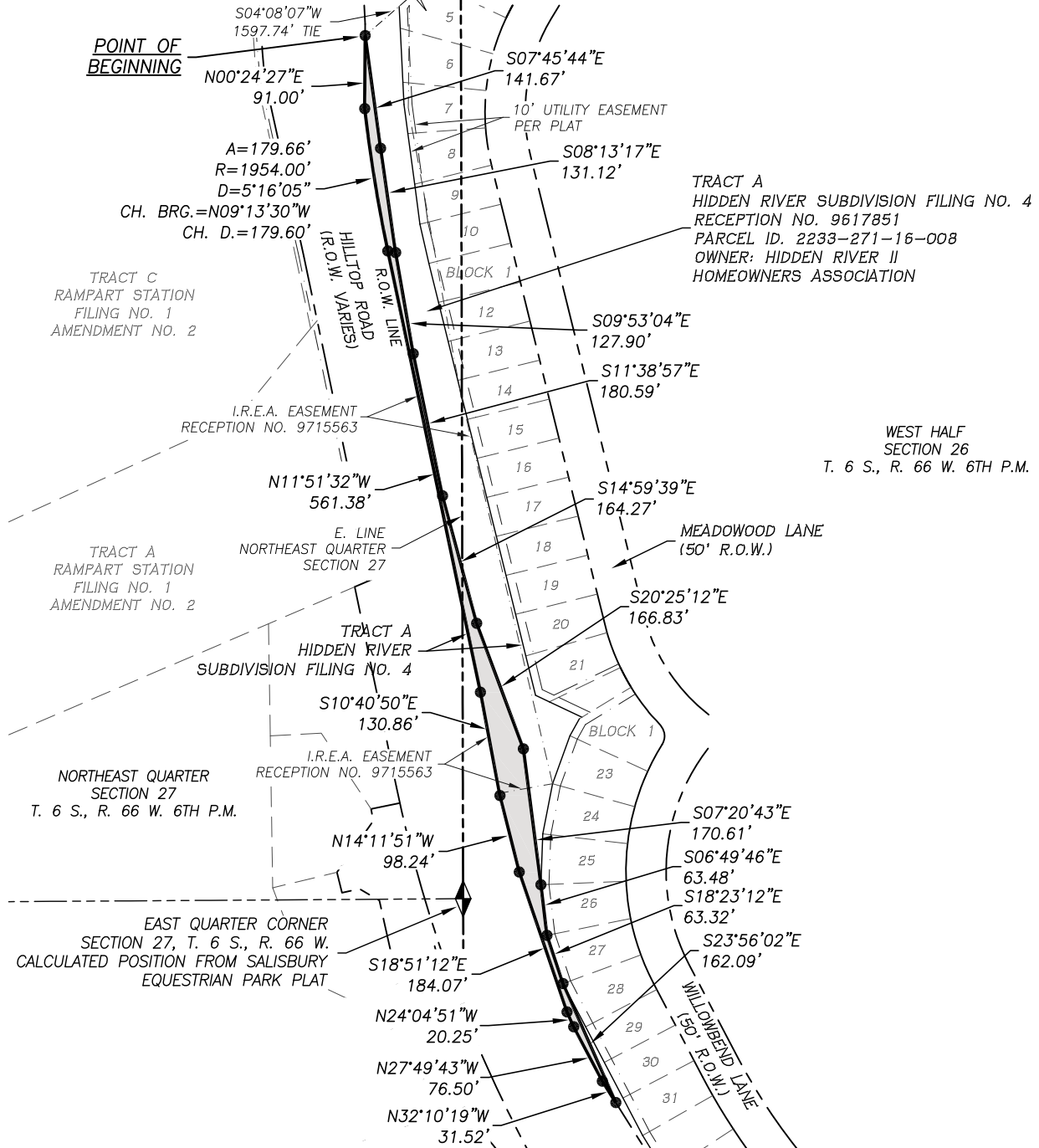
NORTH QUARTER CORNER
SECTION 27, T. 6 S., R. 66 W.
FND 3/4" ALUM CAP PLS 9133 1990 ON A 2 3/8" PIPE

ILLUSTRATION TO EXHIBIT A

POINT OF COMMENCEMENT

NORTHEAST CORNER
SECTION 27, T. 6 S., R. 66 W.
FND 3/4" ALUM CAP W.S.S.I.
PLS 23516 2002 ON A #6 REBAR

N89°29'37"E 2652.11' BASIS OF BEARING
N. LINE NORTHEAST QUARTER SECTION 27



OWNER
**HIDDEN RIVER II
HOMEOWNERS
ASSOCIATION**

APN. 2233-271-16-008

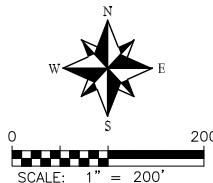
CALC: AVV DATE: 6/10/2024

DRWN: AVV JOB No. 1701-029

SHEET 3 OF 3

PERMANENT EASEMENT

W 1/2 SEC. 26, T.6S., R.66W.
NE 1/4 SEC. 27, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134



Request for Town Council Action

Date: August 19, 2024

Submitted By: Julia Duncan, Associate Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-040**
A Resolution Finding Substantial Compliance of the Town Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on October 7, 2024, for the Purpose of Considering Said Annexation

Department: Community Development, Julia Duncan
Trakit No.: ANX24-004

EXECUTIVE SUMMARY

The Town of Parker is proposing to annex a tract of land for Chambers Road Right-of-Way (ROW). The subject property is located on the west side of Chambers Road, south of Mainstreet. The purpose of the proposed Resolution No. 24-040 is to determine that the property is in substantial compliance with the State law governing annexation and to set a public hearing for October 7, 2024.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Project Description

The Town of Parker and Douglas County entered into an Intergovernmental Agreement (IGA) in August 2015 regarding cost sharing for the Chambers Road improvement project from Mainstreet to Hess Road. The improvements addressed by the IGA were completed in 2018. As part of the IGA, the Town committed to maintaining and annexing the unincorporated section of Chambers Road from the intersection at Mainstreet extending in a southerly direction. The annexation was completed in 2019 to comply with the terms of the IGA and clarify jurisdictional boundaries.

In 2021, the developer of the Stepping Stone residential development located at the southwest corner of the intersection of Mainstreet and Chambers Road constructed a southbound acceleration/deceleration lane for improved access to their project. The developer dedicated the ROW for this improvement to Douglas County because the Stepping Stone residential development is located in unincorporated Douglas County. At the end of the improvement

warranty period, Douglas County executed a deed to convey the ROW to the Town. The Town Council approved the acceptance of the ROW by Resolution No. 24-022 at the March 11, 2024, meeting. The ROW that the Town accepted has a total area of 1.33 acres and includes the recently constructed improvements along the west side of Chambers Road south of the Mainstreet intersection. The proposed annexation is being undertaken to incorporate the additional ROW into the Town boundaries and clarify ownership, as well as responsibility for operations and maintenance.

Annexation Process

The subject property is eligible for annexation because it is contiguous to the Town, located within the municipal Planning Area (urban growth boundary) identified as a candidate for future annexation by the adopted Three-Mile Plan and Parker 2035 Master Plan. The Town has submitted an Annexation Petition as required by the Municipal Code and Town Charter. A concurrent zoning is not warranted because the property is Town-owned ROW.

The Town has submitted the Annexation Petition in accordance with the provisions of the Municipal Annexation Act of 1965 ("the Act"), Title 31, Article 12, Part 1, C.R.S., for annexation of the subject property into the Town. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), has referred the Annexation to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required, without undue delay, to take appropriate steps to determine if the Annexation is in substantial compliance with C.R.S. § 31-12-107(1). Additionally, under Section 13.04.250(c) of the Municipal Code, the Town Council may:

1. Determine that the Annexation substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law; or
2. Determine that the Annexation does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
3. Table any action on the Annexation Petition for a period of time not to exceed one hundred eighty (180) days.

Staff review indicates that the proposed Annexation is located within the Town's municipal Planning Area (urban growth boundary), has contiguity to the existing Town boundaries and is consistent with the adopted Three-Mile Plan, as well as the Parker 2035 Master Plan. As a result, the Town is required to process the Annexation Petition subject to the standards of review contained in the Municipal Code, Town Charter, and the Act. Since annexation is a legislative act, the Town Council has the final decision-making authority for the submitted Annexation Petition.

If adopted by the Town Council, proposed Resolution No. 24-040 would determine that the Annexation Petition substantially complies with the requirements of the Act, C.R.S. § 31-12-107(1)(a). The Resolution would set a Town Council public hearing for October 7, 2024, to consider the eligibility of the subject property described in the Annexation Petition to be

annexed into the Town as provided by State law. The Town Council will also consider the standards for review in support of an annexation determination found in the Municipal Code and the Town Charter.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

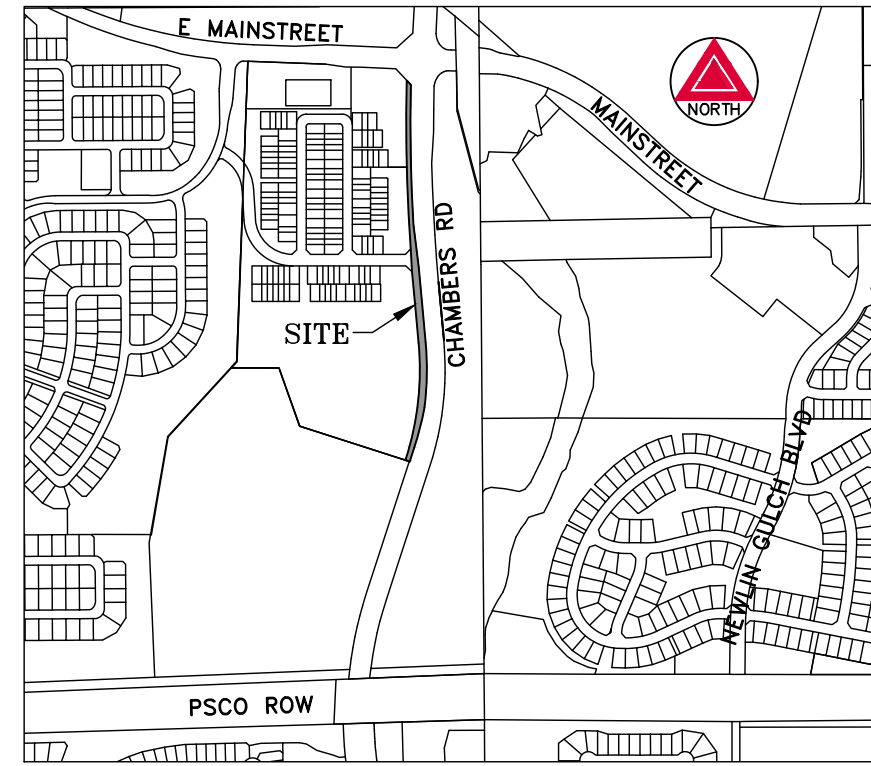
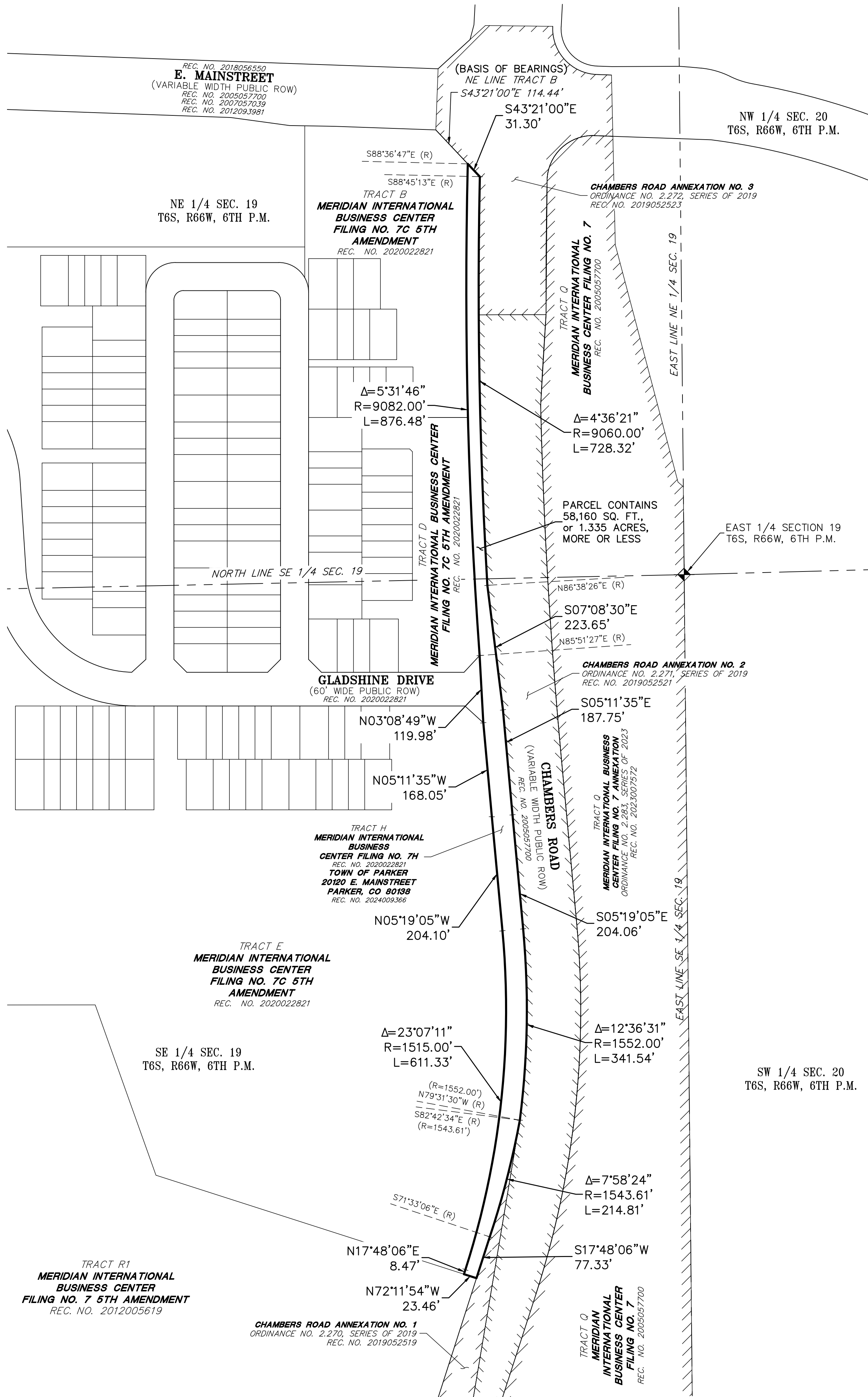
1. Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Annexation Map
2. Vicinity Map
3. Resolution No. 24-040

RECOMMENDED MOTION

I move to approve Resolution No. 24-040, as a part of the consent agenda.

TRACT H, MIBC FILING NO. 7C, 5TH AMENDMENT ANNEXATION

A PARCEL LOCATED IN THE EAST HALF OF SECTION 19
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 1000'

CONTIGUITY

TOTAL PERIMETER = 4,020.60'
1/6 TOTAL PERIMETER = 670.10'
CONTIGUOUS PERIMETER = 2,008.76'
CONTIGUOUS PERIMETER PERCENTAGE = 49.96%
TOTAL ANNEXED AREA = 58,160 SQ. FT. OR 1.335 ACRES, MORE OR LESS

LEGAL DESCRIPTION

TRACT H, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7C, 5TH AMENDMENT, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED MARCH 27, 2020 AT RECEPTION NO. 2020022821, IN THE OFFICIAL RECORDS OF THE SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., SAID COUNTY AND STATE.

GENERAL NOTES

- BASIS OF BEARINGS
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

TOWN COUNCIL ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2024.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF DOUGLAS }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2024 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER

SCALE	1"=120'
DATE	04/18/2024
BY	
DATE	

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

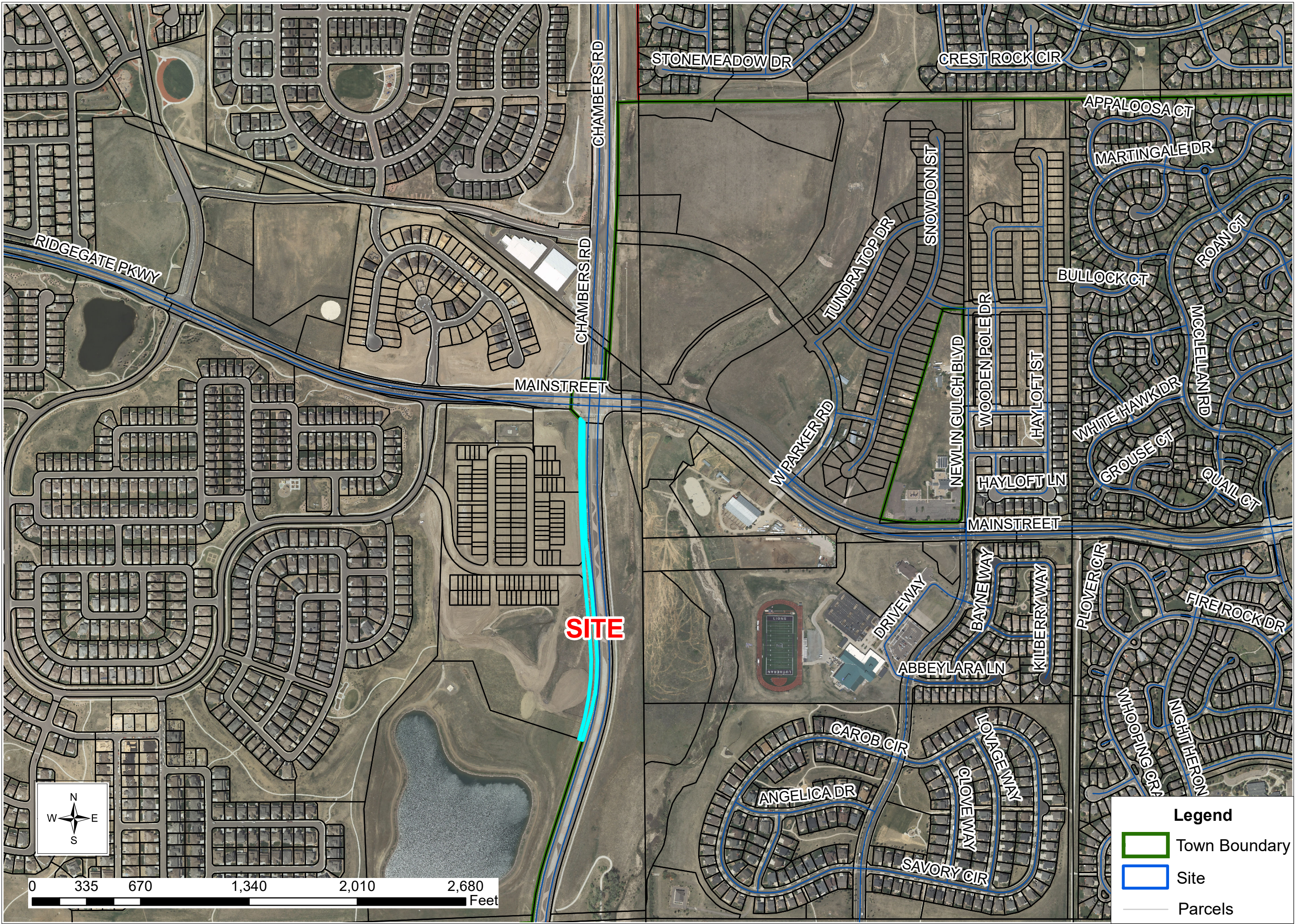
AZTEC
Consultants, Inc.

TRACT H MIBC F-7C, 5TH AM. ANNEX.
E 1/2 SEC. 19, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

SHEET	1
OF	1 SHEETS
JOB NO.	24924-07

Meridian International Business Center F7C 5th AMD Tract H

Annexation



RESOLUTION NO. 24-040, Series of 2024

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE TOWN TRACT H, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7C, 5th AMENDMENT RIGHT-OF-WAY PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON OCTOBER 7, 2024, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker owns certain real property in Douglas County commonly known as the Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Right-of-Way Property, which is described on attached **Exhibit 1**.

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit 1 is in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit 1 substantially complies with C.R.S. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on October 7, 2024, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

Legal Description

Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment, County of Douglas,
State of Colorado



Request for Town Council Action

Date: August 19, 2024
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **PARKER PAVILIONS**

EXECUTIVE SUMMARY

This item is for the approval of two (2) resolutions accepting the conveyance of right-of-way for Twenty Mile Road and Dransfeldt Road in the Parker Pavilions development area.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In January 2024, a representative for a property owner within the Parker Pavilions commercial development contacted Town staff regarding some parcels of property that they felt they should not own. Their concern was that the parcels appeared to be right-of-way, and they wanted to give these parcels to the Town. Upon reviewing the Parker Pavilions subdivision plat that was approved in 1999, Tract E (3,681 square feet in area) was intended to be a public right-of-way dedication for the east side of Dransfeldt Road. Tract F (12,050 square feet in area) was also intended to be a public right-of-way dedication for the north side of Twenty Mile Road. The issue with this subdivision plat is that there was no language to dedicate/transfer these two (2) tracts to the Town of Parker, but they were designated as public right-of-way on the recorded subdivision plat document. As a result, they have remained in private ownership since the subdivision plat was created and have been utilized by the public since the roadways were opened in 2000. These two (2) tracts are included in Resolution No. 24-031.1.

In addition, the representative identified another small parcel totaling 359 square feet located approximately on the northeast corner of the Twenty Mile Road/Dransfeldt Road intersection. This parcel required more research involving title company and professional surveying review. The parcel appears to have been created due to a surveying mistake at roughly the same time as the Parker Pavilions plat. The property in question is part of the Dransfeldt Road right-of-way and is where several utilities have installed their infrastructure to serve the adjacent commercial developments. This parcel is included in Resolution No. 24-032.1. After reviewing these documents, staff believes that these three (3) parcels were intended to be public right-of-way.

The Town previously accepted quit claim deeds for these parcels via resolution at the June 3, 2024, Town Council meeting. However, when the deeds were presented to the Douglas County Clerk and Recorder for recordation, the Clerk requested some minor changes to the deeds to provide additional clarity establishing the grantor's status as the owner of record. The new deeds

are intended to supplement the previous deeds which were recorded in order to satisfy the Douglas County Clerk as to the ownership of the parcels. The Town therefore needs to accept the supplemental deeds prior to their recordation.

FINANCIAL IMPACT

None. The Town has been maintaining these areas as public infrastructure since the roadway capital improvement project was completed and opened to the public in 2000.

STRATEGIC GOAL(S)

ATTACHMENTS

1. JDN Intermountain Dev Parker Pavilion LLC Tracts E and F Quit Claims Vicinity Map
2. JDN Intermountain Dev Parker Pavilion LLC Portion Lot 9 Quit Claim Vicinity Map
3. Resolution No. 24-031.1
4. Resolution No. 24-032.1

RECOMMENDED MOTION

I move to approve Resolution No. 24-031.1, as part of the consent agenda.

I move to approve Resolution No. 24-032.1, as part of the consent agenda.

JDN Intermountain Development,
Parker Pavilion, LLC
Tract E and F Quit Claims
Vicinity Map

Tract E
SPN: 223322301028

Tract F
SPN: 223322301041

DRIVEWAY

DRIVEWAY

DRANSFELDT RD

PAVILION DR

TWENTY MILE RD



0 100 200 Feet

JDN Intermountain Development,
Parker Pavilion, LLC
Portion Lot 9 Quit Claim
Vicinity Map



RESOLUTION NO. 24-031.1, Series of 2024

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM JDN INTERMOUNTAIN DEVELOPMENT, PARKER PAVILION, LLC, FOR TRACTS E AND F, PARKER PAVILIONS FINAL PLAT FILING NO. 1 FIRST AMENDMENT (PARCEL NUMBERS 223322301028 AND 22332230141, RESPECTIVELY)

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from JDN Intermountain Development, Parker Pavilion, LLC, for Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment (Parcel Numbers 223322301028 and 22332230141, respectively);

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property from JDN Intermountain Development, Parker Pavilion, LLC, for Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment (Parcel Numbers 223322301028 and 22332230141, respectively), as provided in the Quit Claim Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

QUIT CLAIM DEED

JDN Intermountain Development, Parker Pavilion, LLC, Colorado Authority Relinquished June 22, 2011, a dissolved Georgia limited liability company ("JDN"), with an address at 3300 Enterprise Parkway, Beachwood, Ohio 44122 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and quitclaims to the Town of Parker, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado ("Grantee"), all of Grantor's interests, if any, in the following real property, in the County of Douglas, State of Colorado, to wit:

See "Exhibit A" attached hereto and incorporated herein highlighting Tracts E and F,
Parker Pavilions Final Plat Filing No. 1, First Amendment,
County of Douglas, State of Colorado

(Parcel Numbers 223322301028 and 22332230141, respectively), with all their appurtenances.

This deed supplements that certain Quit Claim Deed recorded in the Douglas County Clerk and Recorder's Office at Reception No. 2024022768.

No representations of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the property described herein, and it is understood and agreed by the parties that the property is conveyed and quitclaimed AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

Signed this 15th day of July, 2024.

GRANTOR: JDN INTERMOUNTAIN
DEVELOPMENT, PARKER PAVILION,
LLC, Colorado Authority Relinquished
June 22, 2011, a dissolved Georgia limited
liability company

By: Amanda M. Seewald

Print Name: Amanda M Seewald

Title: Authorized Representative

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 15th day of JULY, 2024, by AMANDA M. SEEWALD, as the Authorized Representative of JDN Intermountain Development, Parker Pavilion, LLC, Colorado Authority Relinquished June 22, 2011, a dissolved Georgia limited liability company, on behalf of the dissolved limited liability company.

SEAL

Barbara Bonezzi
Notary Public



BARBRA BONEZZI
Notary Public, State of Ohio
My Commission Expires:
June 01, 2025

EXHIBIT A

Tracts E and F, Parker Pavilions Final Plat Filing
No. 1 First Amendment, County of Douglas,
State of Colorado

DRIVEWAY

DRIVEWAY

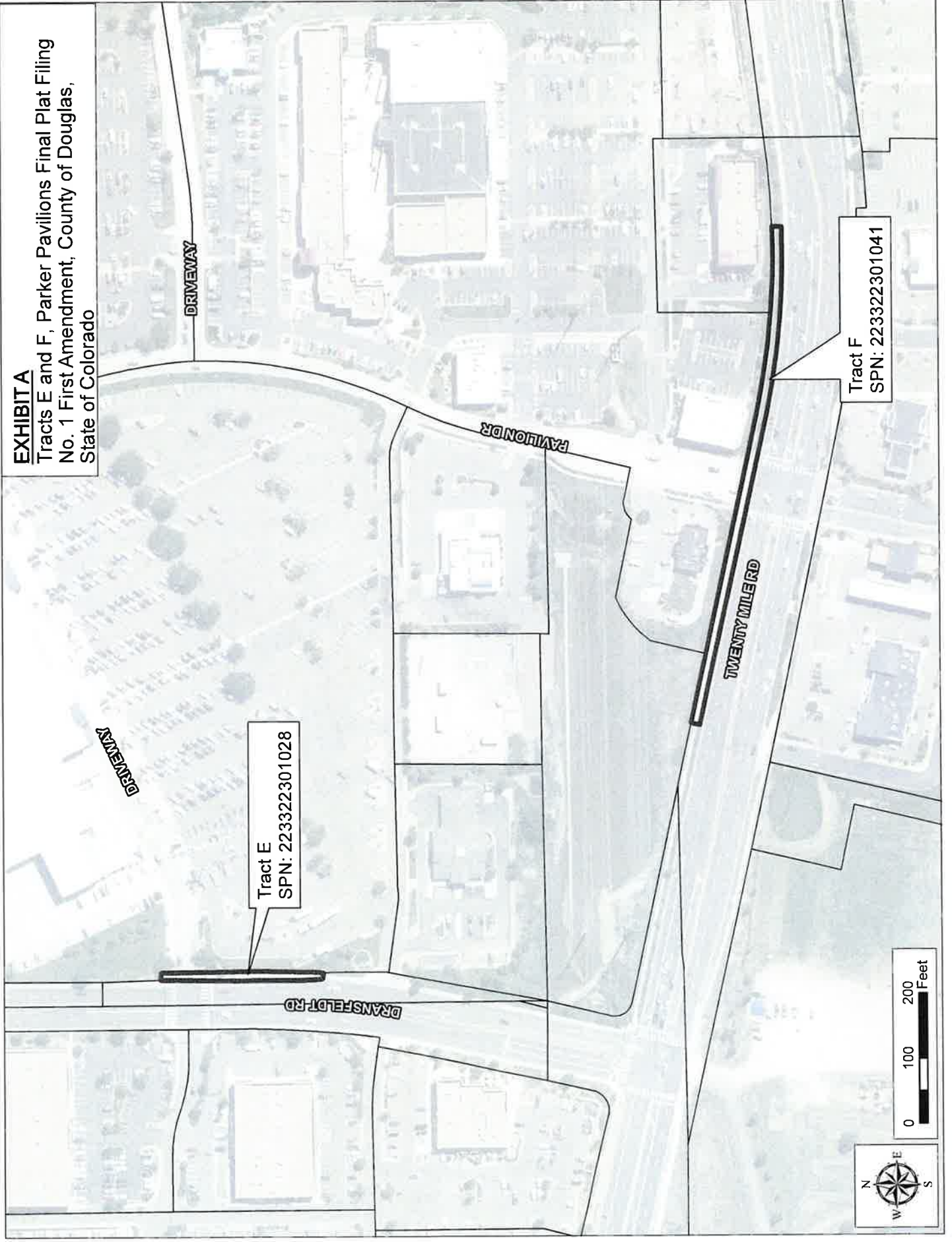
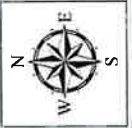
Tract E
SPN: 223322301028

DRANSFELDT RD

PAVILION DR

TWENTY MILE RD

Tract F
SPN: 223322301041



RESOLUTION NO. 24-032.1, Series of 2024

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM JDN INTERMOUNTAIN DEVELOPMENT, PARKER PAVILION, LLC, FOR A PORTION OF PROPERTY LYING WITHIN LOT 9, PARKER PAVILIONS, FILING NO. 1 FIRST AMENDMENT (PARCEL NUMBER 223322300020)

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from JDN Intermountain Development, Parker Pavilion, LLC, for a Portion of Property Lying Within Lot 9, Parker Pavilions, Filing No. 1 First Amendment (Parcel Number 223322300020);

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property from JDN Intermountain Development, Parker Pavilion, LLC, for a Portion of Property Lying Within Lot 9, Parker Pavilions, Filing No. 1 First Amendment (Parcel Number 223322300020), as provided in the Quit Claim Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

QUIT CLAIM DEED

JDN Intermountain Development, Parker Pavilion, LLC, Colorado Authority Relinquished June 22, 2011, a dissolved Georgia limited liability company ("JDN"), with an address at 3300 Enterprise Parkway, Beachwood, Ohio 44122, County of Cuyahoga, State of Ohio ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and quitclaims to the Town of Parker, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado ("Grantee"), all of Grantor's interests, if any, in the following real property, in the County of Douglas, State of Colorado, to wit:

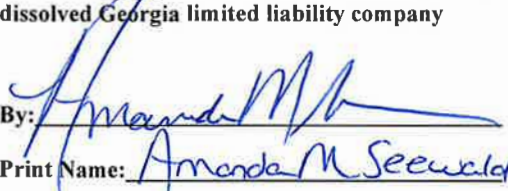
SEE **EXHIBIT A** attached hereto and incorporated herein by this reference

(Parcel Number 223322300020), with all its appurtenances.

This deed supplements that certain Quit Claim Deed recorded in the Douglas County Clerk and Recorder's Office at Reception No. 2024022769.

Signed this 15th day of July, 2024.

**GRANTOR: JDN INTERMOUNTAIN
DEVELOPMENT, PARKER PAVILION, LLC,
Colorado Authority Relinquished June 22, 2011, a
dissolved Georgia limited liability company**

By: 

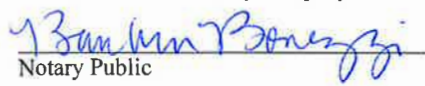
Print Name: Amanda M Seewald

Title: Authorized Representative

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 15th day of JULY, 2024, by AMANDA M. SEEWALD, as the Authorized Representative of JDN Intermountain Development, Parker Pavilion, LLC, Colorado Authority Relinquished June 22, 2011, a dissolved Georgia limited liability company, on behalf of the dissolved limited liability company.

SEAL


Notary Public



BARBRA BONEZZI
Notary Public, State of Ohio
My Commission Expires:
June 01, 2025

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND DESCRIBED IN BARGAIN AND SALE DEED, RECORDED MAY 16, 2002 AT RECEPTION NO. 02047551, LYING WITHIN A PORTION OF LOT 9, PARKER PAVILIONS FILING NO.1 FIRST AMENDMENT, RECORDED OCTOBER 1, 1999 AT RECEPTION NO. 99084486, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID LOT 9;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9 AND THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SOUTH 89°46'58" WEST, A DISTANCE OF 12.78 FEET TO THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD, AS DESCRIBED IN TOWN OF PARKER RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT RECORDED FEBRUARY 24, 1999 AT BOOK 1672, PAGE 1064, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 12°37'54" EAST, A DISTANCE OF 57.68 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, ALONG SAID EASTERLY LINE, SOUTH 00°10'15" EAST, A DISTANCE OF 56.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.008 ACRES, (359 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF



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
PROJECT NO. 24924-04
PREPARED 2/7/2024

ILLUSTRATION TO DESCRIPTION

NW 1/4, SW 1/4
SEC. 22,
T.6S., R.66W.,
6TH P.M.

DRANSFELDT ROAD
(PUBLIC ROW WIDTH VARIES)
BK 1672 PG 1054

E LINE NW 1/4, SW 1/4 SEC. 22

REC. NO. 00007735



NE 1/4, SW 1/4
SEC. 22,
T.6S., R.66W.,
6TH P.M.

LOT 9
PARKER PAVILIONS FILING NO. 1
FIRST AMENDMENT
REC. NO. 99084486



N12°37'54"E
57.68'

S00°10'15"E
56.24'

TOWN OF PARKER
RIGHT-OF-WAY PURCHASE
REC NO. 02047551

PARCEL CONTAINS
359 (SQ.FT.)
0.008 ACRES
MORE OR LESS

S LINE NW 1/4, SW 1/4 SEC. 22

S LINE NE 1/4, SW 1/4 SEC. 22

S'LY BOUNDARY LOT 9
(BASIS OF BEARINGS)

POINT OF BEGINNING

SE COR. NW 1/4,
SW 1/2 SEC. 22

S89°46'58"W
12.78'

TRACT A
REC. NO. 99084486

0' 10' 20' 40'
SCALE: 1" = 20'

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

AzTec
Consultants, inc.

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

EXHIBIT
PORTION LOT 9, PARKER PAVILIONS FIL. 1, 1ST AMEND
TOWN OF PARKER, COLORADO

PATH: Q:\24924-04 - UTILITY PARCEL L&E\DWG\EXHIBITS\UTILITY PARCEL DESC.DWG
JOB NUMBER: 24924-04 DATE: 2/7/2024 DWG: DED CHK: RDS 2 OF 2 SHEETS



Request for Town Council Action

Date: August 19, 2024

Submitted By: Stefi Szrek, Associate Planner
Mary Munekata, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **Comprehensive Master Plan Update - Contract for Services**

Amount: **\$249,967**

Contractor: **Cushing Terrell**

Department: **Community Development, Stefi Szrek**

EXECUTIVE SUMMARY

The proposed contract is a Professional Services Agreement with CTA Inc., d/b/a Cushing Terrell, in the amount of \$249,967 to provide professional consulting services for the Parker 2035 Master Plan Update project. The consultant will work with the Community Development Department, Planning Commission and Town Council on a major update to the current Master Plan, which was adopted in 2012.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker 2035 Master Plan Update will provide a comprehensive update to the current Master Plan that was adopted in 2012 and has been revised incrementally over time, most recently in 2022. The Master Plan is the Town's principal policy document to guide future growth and development and provides a framework for development decisions that affect the physical, social and economic environment of Parker. The Plan also represents the community's vision for the future and establishes goals and objectives for growth and development consistent with the vision, community priorities and Town programs and projects. The Parker 2035 Master Plan Update will establish a new planning horizon through 2050.

The Town issued a Request for Proposals (RFP) for consulting services in 2023 that was unsuccessful because of limited interest, high costs and technically inadequate responses. In response, Community Development staff revised the scope of work, conducted outreach to the consultant community and partnered with the Finance Department to ensure that responses were technically adequate. The Town issued another RFP in March 2024 for consulting services to support the Parker 2035 Master Plan Update. The Town received multiple responses and evaluated three (3) submittals, ultimately advancing one (1) consulting team to interviews in May 2024. Based upon this process, staff has selected a consulting team consisting of Cushing

Terrell (prime contractor) and Norris Design (subcontractor) that has the required planning expertise, experience with master plan preparation and local knowledge with offices and staff in the Denver region.

The proposed contract incorporates a multi-disciplinary scope of work with robust community engagement that may be summarized as follows:

- **Task 1 – Project Initiation:** Organize the project, set goals, create the final schedule and determine initial priorities and constraints.
- **Task 2 – Public Engagement Plan:** Three (3) phases entitled Announce, Gather, and Confirm.
- **Task 3 – Data Collection & Analysis:** Research and evaluate existing conditions including demographics, land use, economic factors and technology. This phase will include future projections.
- **Task 4 – Review and Analysis of the Current Master Plan:** Review all relevant planning documents including the *Parker 2035 Master Plan* and those from adjacent jurisdictions.
- **Task 5 – Plan Development:** Prepare amendments and updates to the current Master Plan with new chapters incorporating new recommendations informed by community engagement, stakeholder input and discussion with the Planning Commission and Town Council.
- **Task 6 – Final Adoption:** Prepare a final draft(s) for review by the public, staff, Planning Commission and Town Council prior to plan approval.

The Parker 2035 Master Plan Update is a major Town initiative and will provide the opportunity for citizens, stakeholders, Planning Commission and the Town Council to work together to establish a new vision for Parker through the horizon year of 2050. The updated Master Plan will also serve as a modernized policy document to guide future growth and development blueprint and provide a framework for decision-making about development, capital projects and services that address community needs, goals and aspirations.

The Parker 2035 Master Plan Update is anticipated to take approximately 18 months to complete, from project kick-off, with the delivery of a final Master Plan, related community open houses and required public hearings in 2026.

FINANCIAL IMPACT

Funded through Town Council approved 2024 budget.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 19, 2024

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

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

Amount: \$44,496 in addition to the original contract amount of \$193,344 for a revised total of \$237,840

Contractor: Stanley Consultants, Inc.

Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

To complete the trail connection from the Parker Road Bridge to the High Plains Trail, the professional services agreement for segment two with Stanley Consultants, Inc. was amended to complete the final design and construction drawings for segments two, three and four. Due to the unanticipated engineering review time required by the City of Aurora, additional scope was added to Stanley's contract, and a second amendment is needed for additional funding to complete the construction drawings.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

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

The project is divided into four segments. Segment one is the bridge project over Parker Road, which is completed. The final design is needed for segments two, three, and four, which run across the Prairie Point Development, to make the trail connection from the east side of the bridge to the terminus of the High Plains Trail.

The Prairie Point developer, Oakwood Homes, is supposed to design and construct segment three of the trail. Due to the current economy, Oakwood Homes can't commit to a timeline on

when the segment three trail will be built. The Partners Group has discussed this and decided to proceed with the design and construction of the segment three trail to ensure a trail connection to the newly installed bridge rather than having a bridge with no connection. An asphalt trail will be built for segment three, which will be topped with concrete when the Prairie Point development occurs. Oakwood Homes will be responsible for the concrete topping as they complete their development.

After submitting the construction plans for review and approval to the City of Aurora, there were numerous comments and revisions required that Stanley did not anticipate in their original estimate to complete the construction drawings for trail segments two, three, and four. In order to do this, a second amendment to the segment two final design contract with Stanley Consultants is recommended.

FINANCIAL IMPACT

Funding is appropriated in the 2024 Parks, Trails and Open Space fund for the project.

STRATEGIC GOAL(S)

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 19, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker Road Sidewalk - Pine Drive to Stroh Road - Preliminary Design Contract Modification**

Amount: **\$5,109 additional for a revised contract amount of \$180,858**

Contractor: **Merge Resource Group Ltd.**

Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement contract modification with Merge Resource Group for the preliminary design of the Parker Road Sidewalk - Pine Drive to Stroh Road project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Numerous gaps exist in the sidewalk/multi-use trail adjacent to Parker Road (State Highway 83). It has been a goal of the Town for over 20 years to complete this needed multi-modal infrastructure for both pedestrians and bicycles. Some of the existing gaps are anticipated to be eliminated as part of future/adjacent development. However, the Town will need to address most of the gaps that remain. In 2022, a Denver Regional Council of Governments (DRCOG) multi-modal grant application for projects to receive Federal/State funding was completed. This section of sidewalk/trail was selected for partial construction funding in 2025.

The preliminary design contract with Merge Resource Group was approved by Town Council on November 20, 2023, for \$150,000 and is underway. The preliminary design for this project generally included surveying, subsurface utility engineering, geotechnical engineering, conceptual design refinement, and preliminary design. Town Council approved Contract Modification #1 on June 3, 2024 to include an additional 15 utility pothole locations that were not originally scoped for \$25,749. After the potholing effort was conducted, Merge began discussions with the impacted utility owners regarding relocations, and it was determined that 4 additional potholes were needed to positively locate CORE underground lines at the proposed pedestrian bridge abutments. The preliminary design contract amount will increase by \$5,109 for a revised contract amount of \$180,858 for these additional services.

FINANCIAL IMPACT

Funding has been appropriated for this effort in the Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

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 19, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.376 - Second 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

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 has 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 that was completed in 2024 revealed that traffic has increased and now meets the minimum requirements to install a traffic signal. Due to the intersection meeting requirements for traffic signal installation, the Town has commenced the design effort for this capital improvement project with competitive bidding anticipated to occur in 2025.

While Lincoln Avenue at this location has been annexed into the Town of Parker's incorporated boundary, Village Creek Parkway is located in unincorporated Douglas County and mainly serves as a collector roadway for the unincorporated Douglas County development to the south of Lincoln Avenue. Earlier this year, Town staff began discussion 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 potential 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' review of this IGA is scheduled for September 10, 2025.

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. Lincoln Ave and Village Creek Pkwy Traffic Signal Vicinity Map
2. Ordinance No. 9.376

RECOMMENDED MOTION

I move to approve Ordinance No. 9.376 on second reading.

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

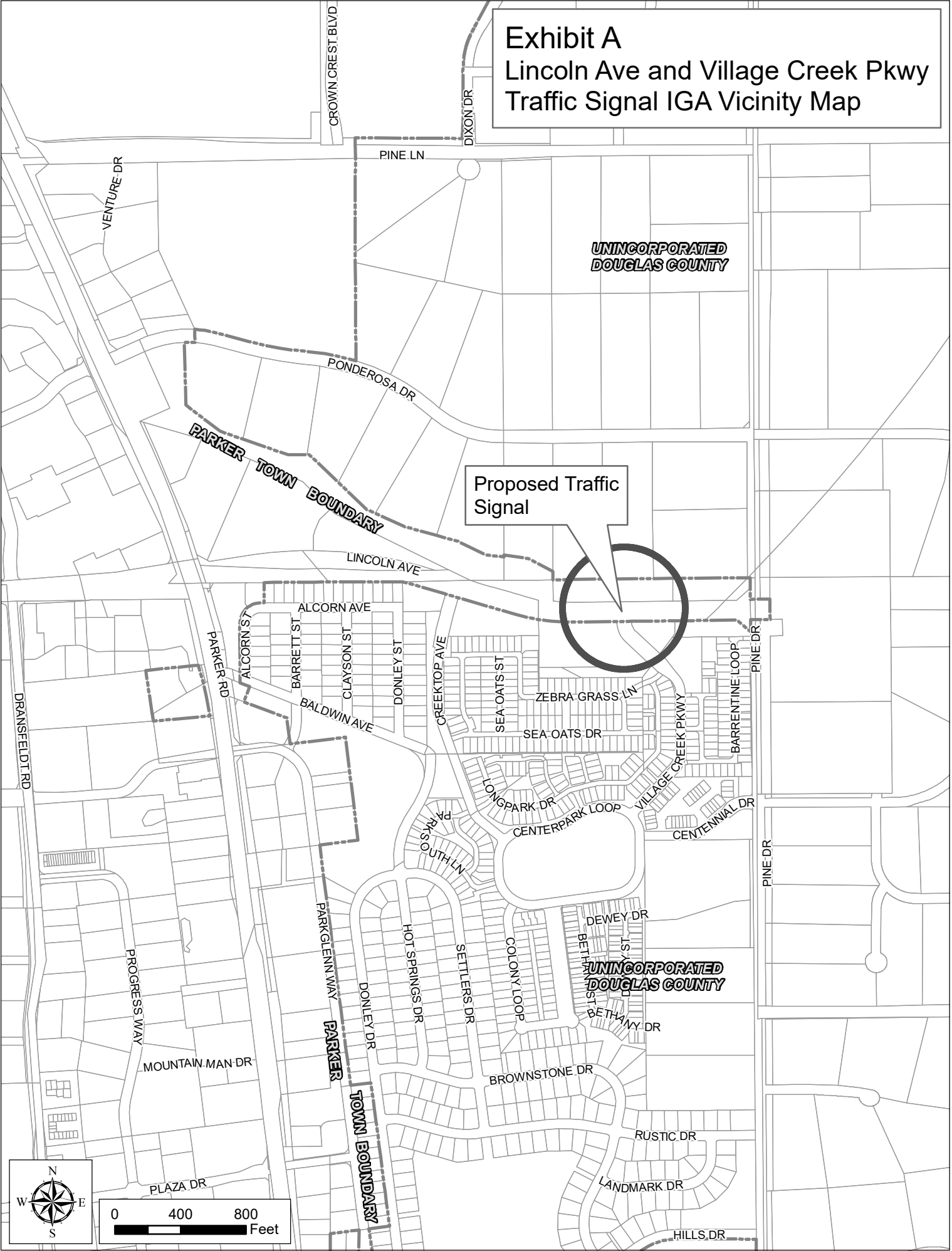
APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

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 19, 2024

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.374 - Second 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

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 second reading.

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

Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

Downtown Parker BID:

Downtown Parker Business Improvement District
Attn: Tony Mango, Chair
19501 E. Mainstreet, Suite 200
Parker, Colorado 80138
tmango@mangomtg.com

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 19, 2024
Submitted By: Jim Maloney, Assistant Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **ORDINANCE NO. 8.20.7 - Second 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

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 second reading.

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 19, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.375 - Second 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 Lincoln Avenue Widening and Improvement Project (Jordan to Parker Road)

Department: Engineering and Public Works, Patrick Burke

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 September 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

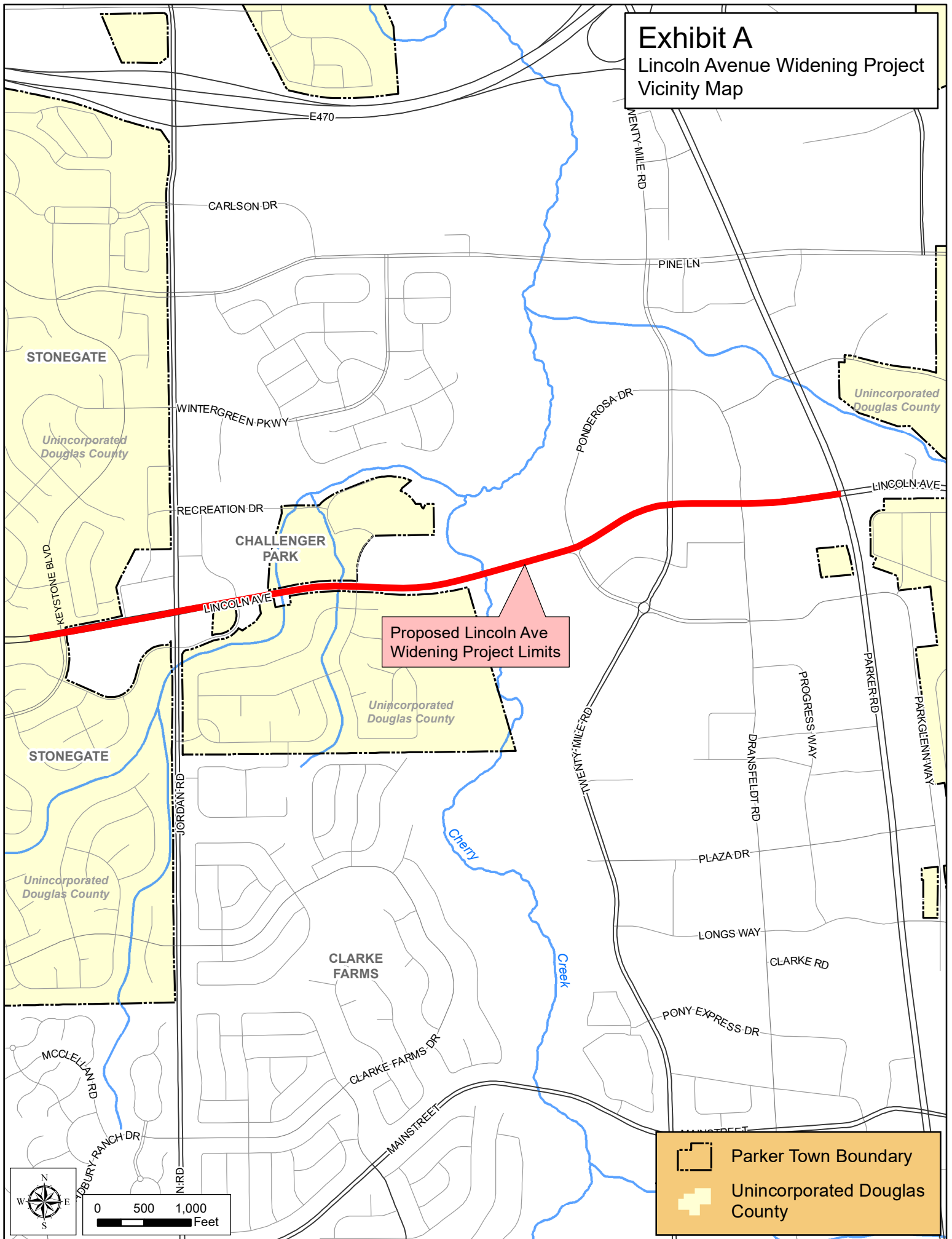
1. Vicinity Map
2. Ordinance No. 9.375

RECOMMENDED MOTION

I move to approve Ordinance No. 9.375 on second reading.

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

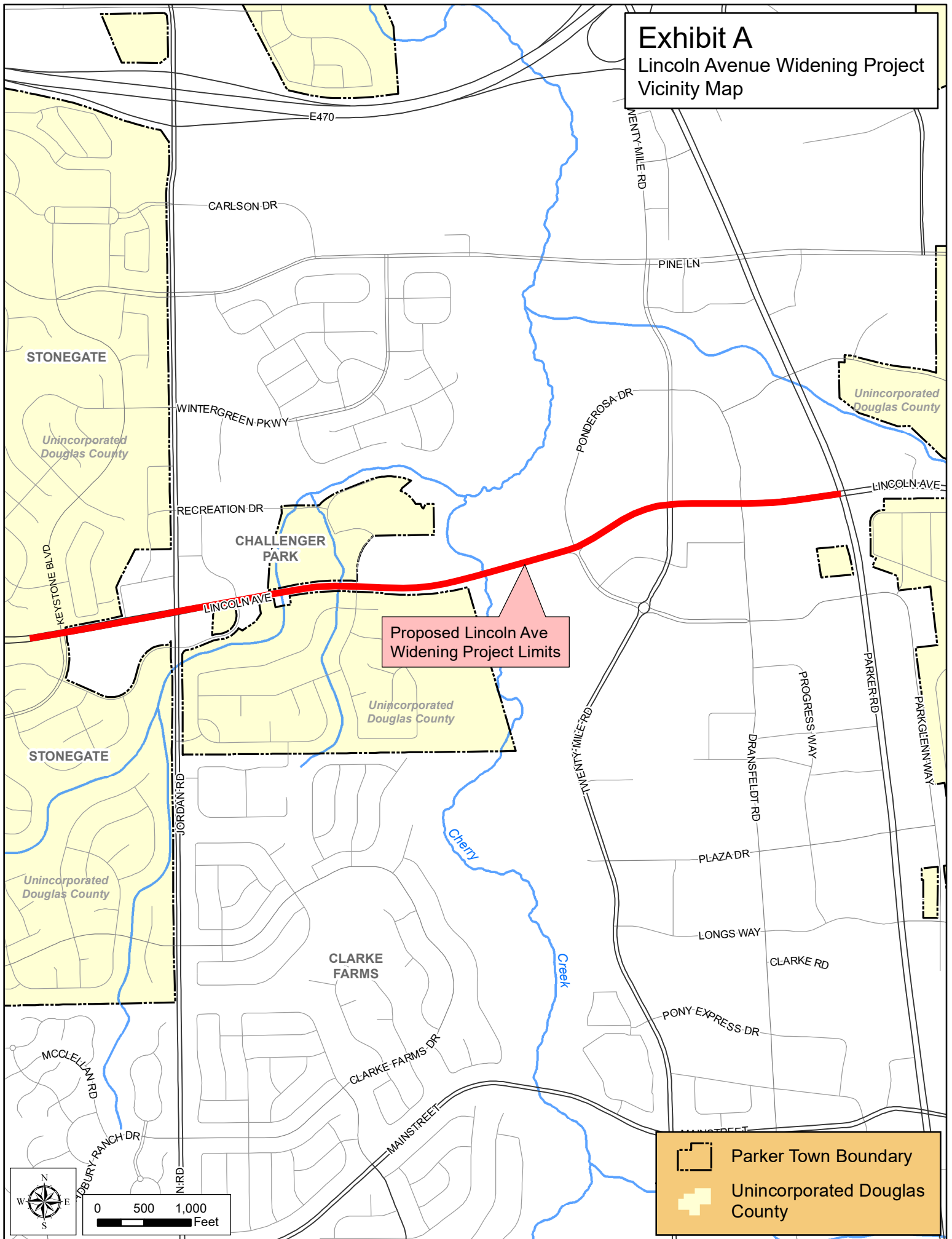
APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

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 19, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.359.1 - Second Reading (*To be continued to September 3, 2024*)**
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

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

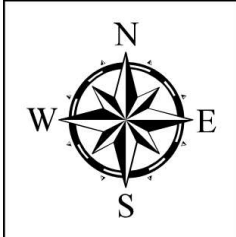
1. Vicinity Map
2. Ordinance No. 9.359.1

RECOMMENDED MOTION

I move to continue Ordinance No. 9.359.1 for second reading to a date certain of September 3, 2024.



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

Checked By

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

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 19, 2024

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 12.05.14 - Second 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

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 second reading.

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, Town Attorney



Request for Town Council Action

Date: August 19, 2024

Submitted By: Joe Degenhart, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.358.1 - Second Reading**
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
Department: Police Department, Joe Degenhart

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 the 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 second reading.

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 19, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION 24-039**
A Resolution to Exempt Certain Real Property Commonly Known as the E-470 Applegreen Travel Plaza Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Amber Wood Hicken

EXECUTIVE SUMMARY

The Town is proposing to plat 7.7 acres of E-470 Highway Authority property to be used as a travel plaza within the E-470 Area Planned Development (PD) zone. The subject property is currently part of a larger area owned by the Highway Authority that consists of 249.7 acres of unplatted E-470 right-of-way (ROW). The Town is processing an Exemption Plat to assist the Highway Authority with their project by platting the travel plaza property as one (1) lot. This will enable the Highway Authority avoid the need to plat the larger area consisting of 249.7 acres of ROW.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2012, the Town annexed 189.2 acres of E-470 ROW. As part of the annexation process, the Town rezoned 249.7 acres of unplatted land owned by the E-470 Highway Authority as the E-470 Area PD zone. The E-470 Area PD zone permits a number of highway-serving commercial uses.

The Town is proposing to plat 7.7 acres of the larger E-470 ROW referenced above into one (1) lot, for future use as a travel plaza. The planned travel plaza is a permitted use within the E-470 Area PD zone. The proposed 7.7 acre lot is located on the north side of E-470 between Chambers Road and Peoria Street. The site was originally developed as part of Toll Plaza A that was used to support manned toll booths along the highway. Toll Plaza A is now unused as a result of the E-470 Highway Authority's implementation of automated tolling.

Pursuant to the Land Development Ordinance (LDO), all 249.7 acres of the E-470 Highway Authority property would need to be platted in order to create the proposed 7.7 acre lot for the

planned travel plaza. This would be the case even though the balance of the property would remain undeveloped and continue to be used as a public highway without any changes. To assist the E-470 Highway Authority with this situation, the Town is processing an Exemption Plat to allow the applicant to create a 7.7 acre lot for the planned travel plaza use without the need to plat the balance of the 249.7 acre property. The E-470 Highway Authority plans to continue the use of the remainder of the property as a public highway and has no plans to lease, sell, transfer or offer the land for development contrary to the LDO or E-470 Area PD zone.

The E-470 Highway Authority and their development partner, Applegreen, have submitted a site plan application for the planned travel plaza that is currently under review. The site plan application would be approved after the Town Council approves the proposed Exemption Plat and the applicant completes the development review process.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Applegreen Vicinity Map
2. Resolution No. 24-039

RECOMMENDED MOTION

I move to approve Resolution No. 24-039, as part of the regular agenda.



RESOLUTION NO. 24-039, Series of 2024

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE E-470 APPLGREEN TRAVEL PLAZA PROPERTY FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

WHEREAS, the Parker Land Development Ordinance defines, in part, the subdivision of land as the division of any tract of land for the purpose of the “sale, transfer of ownership, or offer for sale or development;”

WHEREAS, the Town Council may, pursuant to resolution, exempt from the definition of the terms "subdivision" and "subdivided land," any division of land if the Town Council determines that such is not within the purposes of the Town of Parker Land Development Ordinance;

WHEREAS, in 2012 the Town annexed E-470 right-of-way located within the boundaries of the Town, which consisted of 189.178 acres;

WHEREAS, as part of this annexation process the Town rezoned 60.538 acres of E-470 right-of-way that was previously annexed into the Town and zoned 189.178 acres of E-470 right-of-way that was the subject of the 2012 annexation, as PD-Planned Development for the total collective acreage of 249.713 acres of right-of-way (“E-470 PD District”);

WHEREAS, the E-470 Public Highway Authority desires to plat 7.681 acres of the 249.713 acres of right-of-way to be used as a travel plaza as permitted by the E-470 PD District (the “Travel Plaza Property”);

WHEREAS, the Parker Land Development Ordinance requires that all 249.713 acres of the E-470 right-of-way be subdivided, even though the E-470 Public Highway Authority only desires to plat the Travel Plaza Property, and the remaining 242.032 acres will continue to be used as a public highway, and not for “sale, transfer of ownership, or offer for sale or development;” and

WHEREAS, the Town desires to plat the Travel Plaza Property as one lot, without subdividing the remaining 242.032 acres for the reason subdividing public right-of-way that is not subject to “sale, transfer of ownership, or offer for sale or development;” is not within the purposes of the Parker Land Development Ordinance.

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

Section 1. The Town Council hereby exempts the Travel Plaza Property as described in **Exhibit A** from the definition of the terms "subdivision" and "subdivided land" as contained in the Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the subdivision exemption plat for the Travel Plaza Property, which is attached as **Exhibit B** and incorporated by this reference (the “Subdivision Exemption Plat”).

Section 3. The Town Council hereby authorizes the Mayor and Town Clerk to execute the Subdivision Exemption Plat and directs the Town Clerk to record the Subdivision Exemption Plat with the Douglas County Clerk and Recorder's Office.

RESOLVED AND PASSED this ____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

A PORTION OF THAT PARCEL OF LAND AS SHOWN IN A BARGAIN AND SALE DEED TO THE E-470 PUBLIC HIGHWAY AUTHORITY, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 9019739 (BOOK 926 PAGE 118). SAID PARCEL OF LAND IS SITUATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP STAMPED LS 16406; THENCE SOUTH 76°15'39" EAST, A DISTANCE OF 1,919.79 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF THE E-470 HIGHWAY, SAID POINT ALSO BEING ON A NORTH-SOUTH BOUNDARY LINE OF LOT 1, AS SHOWN ON THE COMPARK FILING NO. 3 FINAL PLAT, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2000050139, AS MONUMENTED BY A FOUND 3 INCH ALUMINUM CAP STAMPED E-470 PUBLIC HIGHWAY AUTHORITY RLS 10377 AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH-SOUTH BOUNDARY LINE AND A SOUTH LINE OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 20°40'07" EAST, A DISTANCE OF 402.74 FEET;
2. SOUTH 69°29'27" EAST, A DISTANCE OF 929.01 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY, AS MONUMENTED BY A FOUND 3 INCH ALUMINUM CAP STAMPED E-470 PUBLIC HIGHWAY AUTHORITY RLS 10377;

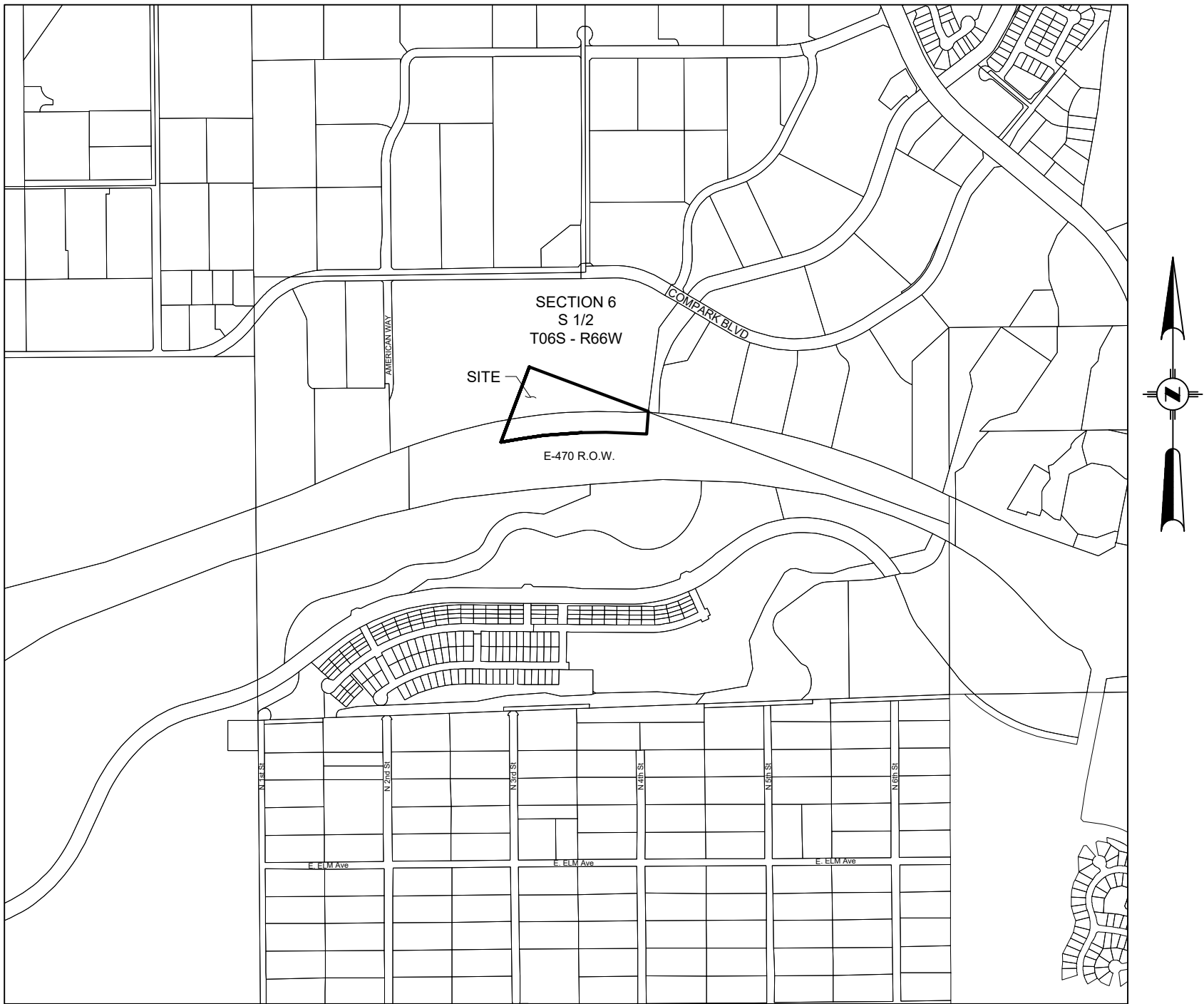
THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. SOUTH 04°11'59" WEST, A DISTANCE OF 164.74 FEET;
2. NORTH 87°30'58" WEST, A DISTANCE OF 298.75 FEET;
3. SOUTH 89°16'01" WEST, A DISTANCE OF 176.61 FEET;
4. SOUTH 85°41'56" WEST, A DISTANCE OF 278.28 FEET;
5. SOUTH 81°50'07" WEST, A DISTANCE OF 168.85 FEET;
6. SOUTH 80°12'50" WEST, A DISTANCE OF 147.63 FEET, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP STAMPED LS 28286, BEARS SOUTH 41°12'20" WEST, A DISTANCE OF 2696.75 FEET;
7. NORTH 20°40'07" EAST, A DISTANCE OF 184.07 FEET, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THIS HEREIN DESCRIBED PARCEL OF LAND IS 7.681 ACRES (334,570 SQUARE FEET), MORE OR LESS.

EXHIBIT B
APPLEGREEN FILING NO. 1

EXEMPTION PLAT
SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE
6TH PRINCIPAL MERIDIAN, TOWN OF PARKER,
DOUGLAS COUNTY, COLORADO
1 LOT, ± 7.681 ACRES
SHEET 1 OF 2



VICINITY MAP
1" = 1000'

TOWN COUNCIL

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

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST:
TOWN CLERK

SURVEYOR'S CERTIFICATE:

I, NICHOLAS COLE PHIPPS, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF APPLEGREEN FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 15TH DAY OF JULY, 2021, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

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

NICHOLAS COLE PHIPPS - ON BEHALF OF LW SURVEY
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #0038726

PROPERTY DESCRIPTION:

A PORTION OF THAT PARCEL OF LAND AS SHOWN IN A BARGAIN AND SALE DEED TO THE E-470 PUBLIC HIGHWAY AUTHORITY, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 9019739 (BOOK 926 PAGE 118), SAID PARCEL OF LAND IS SITUATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP STAMPED LS 16406; THENCE SOUTH 76°15'39" EAST, A DISTANCE OF 1,919.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THE E-470 HIGHWAY, SAID POINT ALSO BEING ON A NORTH-SOUTH BOUNDARY LINE OF LOT 1, AS SHOWN ON THE COMPARK FILING NO. 3 FINAL PLAT, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2000050139, AS MONUMENTED BY A FOUND 3 INCH ALUMINUM CAP STAMPED E-470 PUBLIC HIGHWAY AUTHORITY RLS 10377 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTH-SOUTH BOUNDARY LINE AND A SOUTH LINE OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- NORTH 20°40'07" EAST, A DISTANCE OF 402.74 FEET;
- SOUTH 69°29'27" EAST, A DISTANCE OF 929.01 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY, AS MONUMENTED BY A FOUND 3 INCH ALUMINUM CAP STAMPED E-470 PUBLIC HIGHWAY AUTHORITY RLS 10377;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- SOUTH 04°11'59" WEST, A DISTANCE OF 164.74 FEET;
- NORTH 87°30'58" WEST, A DISTANCE OF 298.75 FEET;
- SOUTH 89°16'01" WEST, A DISTANCE OF 176.61 FEET;
- SOUTH 85°41'56" WEST, A DISTANCE OF 278.28 FEET;
- SOUTH 81°50'07" WEST, A DISTANCE OF 168.85 FEET;
- SOUTH 80°12'50" WEST, A DISTANCE OF 147.63 FEET, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP STAMPED LS 28286, BEARS SOUTH 41°12'20" WEST, A DISTANCE OF 2696.75 FEET;
- NORTH 20°40'07" EAST, A DISTANCE OF 184.07 FEET, TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THIS HEREIN DESCRIBED PARCEL OF LAND IS 7.681 ACRES (334,570 SQUARE FEET), MORE OR LESS.

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF APPLEGREEN FILING NO. 1.

UTILITY EASEMENTS

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, CABLE COMMUNICATION SYSTEMS, FIBER, AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. NO IMPROVEMENTS THAT CONFLICT WITH OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR ACCESS TO UTILITIES SHALL BE PLACED WITHIN THE UTILITY EASEMENTS. PROHIBITED IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, PERMANENT STRUCTURES, BUILDINGS, DECKS, STAIRS, WINDOW WELLS, AIR CONDITIONING UNITS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE AND MAINTENANCE THEREOF. PROHIBITED IMPROVEMENTS MAY BE REMOVED BY THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES. THE OWNERS OF THE PROPERTY SUBJECT TO OR ADJACENT TO THE UTILITY EASEMENTS SHOWN HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SUCH AREAS, WHICH DOES NOT INCLUDE UTILITY LINES AND RELATED FACILITIES. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH UTILITY EASEMENTS, INCLUDING THE REMOVAL OF PROHIBITED IMPROVEMENTS, THE MAINTENANCE, OPERATION, RECONSTRUCTION AND REMOVAL SHALL BE AT THE COST OF THE OWNER(S).

DRAINAGE AND STORM WATER

DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

SIGHT EASEMENTS

THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. SHOULD THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE TOWN MAY PERFORM OR CAUSE TO BE PERFORMED THE NECESSARY MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

SIDEWALKS

THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN HEREON, WHICH SIDEWALKS SHALL REMAIN OPEN FOR PUBLIC USE. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE ADJACENT PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE SIDEWALKS. THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALKS, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT:

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

(OWNER: E-470 PUBLIC HIGHWAY AUTHORITY)

BY: _____

TITLE: _____

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____.

BY: _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES:

- ACCESS EASEMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN HEREIN. THE OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- UTILITY EASEMENTS ARE DEDICATED TO THE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.

SURVEY NOTES:

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LW SURVEY TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, OR TITLE OF RECORD, LW SURVEY RELIED UPON TITLE COMMITMENT NO. ABC70690831-4, PREPARED 03/19/2021, BY LAND TITLE GUARANTEE COMPANY.
- FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FIRMETTE PUBLISHED 3/5/2007 AND 2/17/2017, REFERENCING FLOOD INSURANCE RATE MAP, MAP NUMBER 08001C0635H AND 08001C0655J, INDICATES THIS PARCEL OF LAND IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD)
- THE PROPERTY DESCRIPTION DESCRIBED ABOVE CAN BE REFERENCED IN THE MEMO OF GROUND LEASE RECORDED AT RECEPTION NO. 2022002224.

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES:

DATE: _____ COMPANY NAME: LAND TITLE GUARANTEE COMPANY

NOTARY

STATE OF _____

COUNTY OF _____

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

BY _____ OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BASIS OF BEARINGS AND LINEAL DEFINITION:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN. SAID LINE BEING MONUMENTED ON THE NORTH BY THE WEST QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP STAMPED LS 16406 AND ON THE SOUTH BY THE SOUTHWEST CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP STAMPED LS 28286 AND BEARS SOUTH 00°30'14" EAST.

BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND PROJECTED TO THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE.

DISTANCES SHOWN HEREON ARE IN US GROUND FEET SURVEY. THE COMBINED SCALE FACTOR TO OBTAIN GRID DISTANCES IS 0.9997724288.

LAND USE SUMMARY TABLE:

LAND USE	NUMBER OF LOTS/PARCELS	ACRES	SQ. FT.	PERCENT OF THE PROJECT (ACRES)
LAND USE - COMMERCIAL	1	7.681	334,570	100%

* THE LAND IS OWNED IS OWNED AND MAINTAINED BY THE E-470 PUBLIC HIGHWAY AUTHORITY

DEVELOPER:

APPLEGREEN PLC
PETROGAS GROUP LIMITED,
BLOCK 17, JOYCE WAY
PARKWEST BUSINESS PARK, D12F2V3
PHONE: 856.269.5525
CONTACT: KERIAN OLEARY

ENGINEER:

REDLAND
1500 W. CANAL CT.
LITTLETON, CO 80120
PHONE: 720.283.6783
CONTACT: MARK CEVAAL

LAND SURVEYOR:

CONTACT: NICHOLAS COLE PHIPPS, PLS
PHONE: 423.718.5486
ON BEHALF OF LW SURVEY
12345 W. ALAMEDA PKWY, SUITE 205
LAKEWOOD, COLORADO 80228

REVISIONS				APPLEGREEN FILING NO. 1			
Δ	ISSUED FOR REVIEW	03/04/2022	AHS	PROJECT BRONCO LOT 1 APPLEGREEN FILING NO. 1 SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN			
Δ	REVISED PER TOWN OF PARKER REVIEW COMMENTS	06/29/2022	RWC	SCALE: N/A	DRAWN BY: AHS 03/24/2022	CHECKED BY: NCP	REV: 6
Δ	REVISED PER TOWN OF PARKER REVIEW COMMENTS	07/06/2023	ARS	12345 W ALAMEDA PKWY, SUITE 205 LAKEWOOD, CO 80228			
Δ	REVISED PER TOWN OF PARKER REVIEW COMMENTS	08/01/2023	ARS	DOUGLAS COUNTY, COLORADO			
Δ	REVISED PER TOWN OF PARKER REVIEW COMMENTS	11/07/2023	ARS	SHEET 1 of 2			
Δ	REVISED PER TOWN OF PARKER REVIEW COMMENTS	03/29/2024	RR				
Δ	REVISED PER TOWN OF PARKER REVIEW COMMENTS	05/17/2024	RR				
NO.	DESCRIPTION	DATE	BY				

APPLEGREEN FILING NO. 1

EXEMPTION PLAT

SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE
6TH PRINCIPAL MERIDIAN, TOWN OF PARKER,
DOUGLAS COUNTY, COLORADO
1 LOT, ± 7.681 ACRES
SHEET 2 OF 2

AMERICAN FURNITURE
WAREHOUSE CO
LOT 1
COMPARK FILING NUMBER 3
RECEPTION NUMBER
2000050139
NOT A PART OF THIS PLAT

30' WIDE WATER
AUTHORITY EASEMENT
REC. NO. 2015023172
PAGE 20

AMERICAN FURNITURE
WAREHOUSE CO
LOT 1
COMPARK FILING NUMBER 3
RECEPTION NUMBER
2000050139
NOT A PART OF THIS PLAT

APPLEGREEN FILING NO. 1
± 7.681 ACRES
334,570 SQ. FT.

COMPARK BUSINESS CAMPUS METRO DISTRICT
TRACT A
COMPARK FILING NUMBER 5
RECEPTION NUMBER 2002093909
NOT A PART OF THIS PLAT

10' CORE ELECTRIC
COOPERATIVE EASEMENT
REC. NO. 2022078389

P.O.C.
W 1/4 COR. SEC. 6
FOUND 3-1/4" ALUMINUM CAP
STAMPED "LS 16406"

P.O.B.

E 470 R.O.W.

S 76°15'38" E - 1,819.79' (TIE)

N 20°40'07" E 184.07'

S 80°12'50" W 147.63'

S 81°50'07" W 168.85'

S 85°41'56" W 278.28'

S 89°16'01" W 176.61'

N 87°30'58" W 298.75'

S 04°11'59" W 164.74'

WEST LINE SOUTHWEST 1/4 SEC. 6
S 00°30'14" E - 2,657.18'

BASIS OF BEARINGS

S 41°12'20" W - 2,886.78' (TIE)

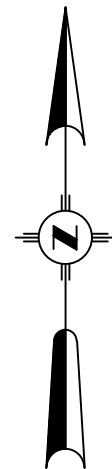
SW COR. SEC. 6
FOUND 2" ALUMINUM CAP
STAMPED "LS 28286"

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
N.T.S. NOT TO SCALE
R.O.W. RIGHT-OF-WAY
SECTION LINE
PROPOSED SITE LOCATION BOUNDARY LINE
RIGHT-OF-WAY LINE
TIE LINE
FOUND SECTION CORNER AS NOTED
FOUND 3" ALUMINUM CAP STAMPED
"E 470 PUBLIC HIGHWAY AUTHORITY RLS 10377"
SET 3-1/4" ALUMINUM CAP STAMPED
PLS 38726 ON A 18" LONG 3/4" REBAR
SET MAG NAIL WITH WASHER
STAMPED PLS 38726

SURVEY NOTES:

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
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- FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FIRMETTE PUBLISHED 3/5/2007 AND 2/17/2017, REFERENCING FLOOD INSURANCE RATE MAP, MAP NUMBER 08001C0635H AND 08001C0655J, INDICATES THIS PARCEL OF LAND IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD)
- THE PROPERTY DESCRIPTION DESCRIBED ABOVE CAN BE REFERENCED IN THE MEMO OF GROUND LEASE RECORDED AT RECEPTION NO. 2022002224.



Scale: 1" = 40'
0 40 80
FEET FEET FEET

REVISIONS			
△	ISSUED FOR REVIEW	03/04/2022	AHS
△	REVISED PER TOWN OF PARKER REVIEW COMMENTS	06/29/2022	RWC
△	REVISED PER TOWN OF PARKER REVIEW COMMENTS	07/06/2023	ARS
△	REVISED PER TOWN OF PARKER REVIEW COMMENTS	08/01/2023	ARS
△	REVISED PER TOWN OF PARKER REVIEW COMMENTS	11/07/2023	ARS
△	REVISED PER TOWN OF PARKER REVIEW COMMENTS	03/29/2024	RR
△	REVISED PER TOWN OF PARKER REVIEW COMMENTS	05/17/2024	RR
NO.	DESCRIPTION	DATE	BY

APPLEGREEN FILING NO. 1			
PROJECT BRONCO			
LOT 1 APPLEGREEN FILING NO. 1			
SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN			
SCALE: 1" = 40'	DRAWN BY: AHS	CHECKED BY: NCP	REV. 6
LWS 12345 W ALAMEDA PKWY, SUITE 205 LAKEWOOD, CO 80229		DOUGLAS COUNTY, COLORADO	
SHEET		2 OF 2	



Request for Town Council Action

Date: August 19, 2024

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Hilltop Road Sidewalk - Hidden River Lane to Tallman Drive (CIP22-052-CI)**

Amount: **\$557,598**

Contractor: **ABC Asphalt, Inc.**

Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with ABC Asphalt, Inc., for the Hilltop Road Sidewalk – Hidden River Lane to Tallman Drive (CIP22-052-CI).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on July 23, 2024, for the Hilltop Road Sidewalk – Hidden River Lane to Tallman Drive (CIP22-052-CI). Work includes, but is not limited to, 1,900 linear feet (LF) of 8 foot sidewalk and 500 LF of masonry landscape wall.

Eleven (11) contractors bid on the project, with ABC Asphalt, Inc., being the lowest responsible bidder. Four references were contacted and all gave positive feedback regarding past ABC Asphalt work quality and performance. In addition, one of their past projects in Aurora was visited and displayed good workmanship. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1. ABC Asphalt, Inc. - \$557,598.00
2. SaBells Civil and Landscape LLC - \$575,414.80
3. Capital - \$581,138.72
4. KRM Concrete LLC - \$594,529.00
5. Triple M Construction - \$651,116.00
6. Elite Surface Infrastructure - \$713,638.35
7. Jalisco International, Inc. - \$727,763.00
8. Rock and Co. - \$735,879.25
9. Concrete Express, Inc. - \$743,568.90
10. Chato's Concrete, LLC - \$859,882.00
11. Villalobos Concrete, Inc. - \$1,094,552.00

Engineer's Estimate - \$619,695.00

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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