

TOWN OF PARKER COUNCIL AGENDA

January 21, 2025

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

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

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

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 - January 6, 2025 and January 13, 2025***

- B. *ORDINANCE NO. 9.383 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding Douglas County Household Hazardous Waste Collection Program Local Partner Cooperation between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado

Department: Engineering and Public Works, Alex Mestdagh
Engineering and Public Works, Michael Grabczyk
Second Reading: February 3, 2025

- C. *RESOLUTION NO. 25-005*
A Resolution Accepting the Conveyance of a Traffic Signal/Public Sidewalk Easement from HC Land Development LLC for a Portion of Lot 5, Block 1, Stroh Ranch Filing No. 16, 2nd Amendment, Concerning the Stroh Road Widening Project
Department: Engineering and Public Works, Nathan Klass

D. *CONTRACTS OVER \$100,000*

1. *Nelnet for Digital Accessibility Services Contract Second Amendment for Additional \$51,200*
Amount: Original Contract Amount was \$100,000, First Amendment was for \$2,000, Second Amendment is for \$51,200
Contractor: Nelnet
Department: Town Manager, Emily Hogan

5. **TOWN MANAGER**

- **Winter 2025 Town Manager Report**

6. **ORDINANCES**

- A. **ORDINANCE NO. 9.382 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and the Stonegate Village Metropolitan District Regarding Median Improvements on Jordan Road Between Stonegate Parkway and Praireland Lane
Department: Engineering and Public Works, Patrick Burke

- B. **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**
Department: Engineering and Public Works, Patrick Burke

1. **ORDINANCE NO. 1.639 - First Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between FirstBank and the Town of Parker for a Portion of Lot 2D, Stonegate Filing No. 2, 3rd Amendment, for the Lincoln Avenue Widening Project

2. ORDINANCE NO. 1.640 - First Reading

A Bill for an Ordinance to Approve the Public Sidewalk Easement Agreement By and Between the University of Colorado Health and the Town of Parker for a Portion of Lot 2, Stonegate Filing No. 19, for the Lincoln Avenue Widening Project

7. PUBLIC COMMENTS CONTINUED IF NECESSARY

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

January 21, 2025

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

1. Insurance agreements
2. Proposed Tax and Fee Assistance Agreement for Parker Mainstreet Exchange (19590 E. Mainstreet)
3. Proposed Property Tax and Fee Assistance Agreement for Lincoln Professional Parker (11964 Dransfeldt Road)
4. Proposed Landlord’s Consent Agreement between the Town and Parker Tennis Center, LLLP

**TOWN OF PARKER COUNCIL
MINUTES
JANUARY 6, 2025**

Mayor Joshua Rivero called the meeting to order at 5:00 p.m. All Councilmembers were present except for Laura Hefta.

Town Attorney Jamie Wynn announced that there were three topics for discussion in the Executive Session. The first two were 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 regarding Wade v. Palmer et al. - follow up regarding settlement demand discussion. The second topic was concerning C.R.S. § 13-12-104 - eligibility for annexation, C.R.S. § 31-12-105 limitations, and C.R.S. § 31-12-106 concerning the commercial real property commonly known as Pinery West. The final topic was to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and was related to contract negotiations between the Town and the Estate of Richard C. Williamson, Jr., concerning the Rampart Station Development Agreement dated August 15, 1983.

EXECUTIVE SESSION

John Diak moved and Brandi Wilks seconded to enter into Executive Session at 5:02 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) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 6:14 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

Items discussed during the Work Session were as noted below:

- Pine Drive and Mainstreet Light
- Salisbury Park Ballfield lights
- Poulette Bakeshop
- State collection of sales tax
- Deer crossing awareness at strategic locations
- Downtown parking
- Councilmember Barrington will be attending the NLC Conference in March in Washington D.C.
- Review of the Town Council meeting agenda

Brandi Wilks moved and John Diak seconded to recess the regular meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

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

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

PUBLIC COMMENTS

Mayor Rivero entered two written comments from Amy Hudnall-Hulse into the record.

Teri Vogel, Parker, spoke about the World Day of Remembrance event held in November and the impacts of traffic injuries and deaths on the lives of others. She requested the following four initiatives:

1. installation of automated traffic enforcement cameras for speed and red light runners at the 3 highest volume intersections on Parker Road (Pine, Lincoln, and Mainstreet);
2. increased time at crosswalks on Mainstreet during peak usage times;
3. commitment by the Parker Town Government to implement a formal Vision Zero Plan; and
4. update signage from Share the Road to the more current Colorado State law approved 3 feet to pass signage for bicycle safety.

She added they have a petition at change.org with 71 signatures.

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 - December 16, 2024*

B. *ORDINANCE NO. 9.382 - First Reading*

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and the Stonegate Village Metropolitan District Regarding Median Improvements on Jordan Road Between Stonegate Parkway and Praireland Lane

Department: Engineering and Public Works, Patrick Burke

Second Reading: January 21, 2024

C. *LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT*

Department: Engineering and Public Works, Patrick Burke

Second Reading: January 21, 2025

1. *ORDINANCE NO. 1.639 - First Reading*

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between FirstBank and the Town of Parker for a Portion of Lot 2D, Stonegate Filing No. 2, 3rd Amendment, for the Lincoln Avenue Widening Project

2. *ORDINANCE NO. 1.640 - First Reading*

A Bill for an Ordinance to Approve the Public Sidewalk Easement Agreement By and Between the University of Colorado Health and the Town of Parker for a Portion of Lot 2, Stonegate Filing No. 19, for the Lincoln Avenue Widening Project

D. *RESOLUTION NO. 25-001*

A Resolution to Amend Resolution No. 24-003, Series of 2024, Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Department: Town Clerk, Chris Vanderpool

E. *RESOLUTION NO. 25-004*

A Resolution Accepting the Conveyance of a Drainage Easement from Terra Bluffs Propco, LP, for a Portion of Lot 1, Compark Village Filing No. 7, Amendment No. 3

Department: Engineering and Public Works, Alex Mestdagh

F. *CONTRACTS OVER \$100,000*

1. *Dransfeldt Road Redundant Fiber (CIP-015)*

Amount: \$103,495.69

Contractor: TAK Broadband LLC

Department: Engineering and Public Works, Eli Vidales

2. *Parker Road Sidewalk – North Gap (King Soopers to Valley Hi Drive) Preliminary Design*

Amount: \$143,665

Contractor: Merge Resource Group Ltd.

Department: Engineering and Public Works, Tom Gill

3. *Traffic Signal Radar Detection Systems*

Amount: \$215,000

Contractor: Summit Traffic Solutions

Department: Engineering and Public Works, Eli Vidales

4. *Parker Road Sidewalk (CIP23-042) - Pine Drive to Stroh Road - Final Design Contract Modification*

Amount: \$14,570.50 Addition for Revised Contract Total of \$361,996.50

Contractor: Merge Resource Group Ltd.

Department: Engineering and Public Works, Patrick Burke

Brandi Wilks moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4F.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks – yes

The motion was approved unanimously.

RESOLUTIONS

A. RESOLUTION NO. 25-002

A Resolution to Appoint Regular Members to the Parker Cultural and Scientific Commission, and to Appoint the Chair

Department: Cultural, Carrie Glassburn

Passage of this resolution reappointed five Commissioners to the Parker Cultural and Scientific Commission and reappointed Bethany Wood as the Chairperson.

Public Comments: None.

Todd Hendreks moved and Brandi Wilks seconded to approve Resolution No. 25-002, as part of the regular agenda.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

B. RESOLUTION NO. 25-003

A Resolution to Appoint Regular Members, Alternate Members, and to Fill One Vacancy on the Town of Parker Special Licensing Authority, and to Appoint the Chairperson and Vice Chairperson

Department: Town Clerk, Chris Vanderpool

Passage of this resolution reappointed two members and appointed one member and two alternates to the Special Licensing Authority. This also reappointed Kelli Narde as the Chairperson and Mike Appleby as the Vice Chairperson.

Public Comments: None.

Brandi Wilks moved and John Diak seconded to approve Resolution No. 25-003 as part of the regular agenda.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

Mayor Rivero recognized the Commissioners for their willingness to serve.

ORDINANCES

A. ORDINANCE NO. 9.338.3 – Second Reading

A Bill for an Ordinance Approving the Third Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17C, Project No. 108522) 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, Michael Grabczyk

The Town of Parker and the Mile High Flood District (MHFD), formerly the Urban Drainage and Flood Control District, have identified the Upper Jordan Road Tributary as a reach of major drainageway requiring rehabilitation to support existing and future town growth. To this end, the Town and MHFD have executed an intergovernmental agreement (IGA) in August 2021 for the design and construction of flood control improvements on the Upper Jordan Road Tributary. Due to the size of the proposed project area, the improvements were phased. This agreement was amended in December 2022 and 2023 to provide additional funding for design and for construction of initial phases of the project. The proposed third amendment to this agreement would commit additional funds from the MHFD to complete funding for the construction of the final phase of the project. Passage of this ordinance approved the third amendment to the IGA.

Public Comments: None.

Brandi Wilks moved and Todd Hendreks seconded to approve Ordinance No. 9.338.3 second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

B. ADOPTION OF REPLACEMENT ZONING MAP

**Department: Community Development, Mary Munekata
Community Development, Stacey Nerger
Community Development, Bryce Matthews**

The Town Council adopted Ordinance No. 3.372 on May 20, 2024 to establish new zoning districts, development standards, use/bulk regulations and administrative procedures as part of Phase 1 of the Land Development Ordinance (LDO) Modernization Project. Phase 2 of the LDO Modernization Project is the process of updating and replacing the Town's current Zoning Map. This action will implement the new zoning districts and complete the LDO Modernization Project upon adoption by the Town Council.

Title 13 of the Parker Municipal Code (Land Development Ordinance) contains the standards and regulations that govern land use, development and growth within the Town. As indicated above, Title 13 was comprehensively updated by Town Council approval of Ordinance No. 3.372 on May 20, 2024, except for Chapter 13.04 - Zoning. The update to Chapter 13.04 - Zoning will become effective when the Replacement Zoning Map is completed and adopted as proposed herein.

Passage of the 30 ordinances for the Replacement Zoning Map accomplished the following:

1. Repealed the existing zone districts
2. Adopted the Replacement Zoning Map
3. Created a new zone district called Regional Commercial (C3)
4. Established new Use Specific Standards for residential in mixed-use districts
5. Added Veterinary Hospital as an allowed Use by Special Review in the Downtown East zone district with use specific standards
6. Repealed all Modified Commercial and Modified Light Industrial zone districts
7. Repealed certain Planned Developments that reference zoning districts being repealed (B-Business and C-Commercial)
8. Deleted portions of certain Planned Developments that reference zoning districts being repealed (B-Business and C-Commercial)

Comments from Don Elliot of Clarion Associates, the consultant on this six-year project.

Public Comments: None.

1. ZONING MAP/NEW DISTRICTS

a. ORDINANCE NO. 3.372.1 – Second Reading

A Bill for an Ordinance to Repeal Sections 13.04.010 through 13.04.030, Sections 13.04.050 through 13.04.165, Section 13.04.180, and Sections 13.04.270 through 13.04.300 of the Existing Land Development Ordinance, and to adopt the Replacement Parker Zoning Map

Todd Hendreks moved and Brandi Wilks seconded to approve Ordinance No. 3.372.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

b. ORDINANCE NO. 3.372.2 - Second Reading

A Bill for an Ordinance to Amend Subsection 13.04.010(a) of the LDO to Replace Table 13.04.A., to Add Section 13.04.130, to Renumber Sections 13.04.130 through 13.04.230, Amend Subsection 13.04.220(c) by Replacing Table 13.04.D., Amend Subsection 13.05.020(e) by Replacing Table 13.05.A, Amending Subsections 13.05.030(c)(1), (2), (3) and (4), 13.05.030(d)(1)c., 13.05.030(d)(2)d., 13.05.030(d)(4)c., 13.05.030(e)(4), 13.05.030(e)(5)c., 13.05.030(e)(15)c., 13.05.030(e)(16)c., 13.05.030(e)(17)b. and 13.05.030(f)(1)b. of the LDO

Todd Hendreks moved and John Diak seconded to approve Ordinance No. 3.372.2 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

2. REPEAL MODIFIED COMMERCIAL

a. ORDINANCE NO. 3.56.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.56, Series of 1987, Zoning Real Property Commonly Known as the Woodman Property to Modified Commercial

Brandi Wilks moved and Anne Barrington Name seconded approve Ordinance No. 3.56.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

b. ORDINANCE NO. 3.57.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.57, Series of 1987, Zoning Real Property Commonly Known as the Kmiecik Property to Modified Commercial

John Diak moved and Todd Hendreks seconded to approve Ordinance No. 3.57.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

c. ORDINANCE NO. 3.58.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.58, Series of 1987, Zoning Real Property Commonly Known as the Mahr Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.58.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

d. ORDINANCE NO. 3.59.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.59, Series of 1987, Zoning Real Property Commonly Known as the Hickey Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.59.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

e. ORDINANCE NO. 3.70.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.70, Series of 1988, Zoning Real Property Commonly Known as the Gregg Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.70.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

f. ORDINANCE NO. 3.79.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.79, Series of 1990, Zoning Real Property Commonly Known as the Parker Steak House Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.79.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

g. ORDINANCE NO. 3.83.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.83, Series of 1991, Zoning Real Property Commonly Known as the McClintock II Subdivision Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.83.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

h. ORDINANCE NO. 3.94.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.94, Series of 1993, Zoning Real Property Commonly Known as the 10702 and 10710 South Parker Road Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.94.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

i. ORDINANCE NO. 3.97.3 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.97, Series of 1994, Zoning Real Property Commonly Known as the Maclachlan Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.97.3 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

j. ORDINANCE NO. 3.97.4 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.97.2, Series of 2011, Zoning Real Property Commonly Known as the Maclachlan Property, Which Amended Ordinance No. 3.97, Series of 1994, to Add an Additional use as Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.97.4 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

k. ORDINANCE NO. 3.318.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.318, Series of 2016, Zoning Real Property Commonly Known as the 6429 Alcorn Street Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.318.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

l. ORDINANCE NO. 3.319.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.319, Series of 2016, Zoning Real Property Commonly Known as the 11895 S. Alcorn Street and 11897 S. Alcorn Street Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.319.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

m. ORDINANCE NO. 3.320.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.320, Series of 2016, Zoning Real Property Commonly Known as the 11905 S. Alcorn Street Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.320.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

n. ORDINANCE NO. 3.328.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.328, Series of 2017, Zoning Real Property Commonly Known as the Lot 2, Block 1, Parker Heights Filing No. 1 Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.328.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

o. ORDINANCE NO. 3.332.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.332, Series of 2018, Zoning Real Property Commonly Known as the Country Meadows Square Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.332.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

p. ORDINANCE NO. 3.335.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.335, Series of 2018, Zoning Real Property Commonly Known as the Commercial Enclave Property Located Adjacent to Parker Road and Pine Lane to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.335.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

q. ORDINANCE NO. 3.337.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.337, Series of 2018, Zoning Real Property Commonly Known as the Parker Pointe Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.337.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

r. ORDINANCE NO. 3.339.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.339, Series of 2018, Zoning Real Property Commonly Known as the Norton Property to Modified Commercial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.339.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

3. REPEAL PLANNED DEVELOPMENT

a. ORDINANCE NO. 3.01.6.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.01.6, Series of 1995, Ordinance No. 3.115, Series of 1997, and Ordinance No. 3.157, Series of 2000, Concerning the Parker Senior Village Planned Development

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.01.6.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

b. ORDINANCE NO. 3.123.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.123, Series of 1998, Concerning the Urwiller Planned Development

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.123.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

c. ORDINANCE NO. 3.260.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.260, Series of 2008, Concerning the Dolce Vita Planned Development

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.260.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

d. ORDINANCE NO. 3.287.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.287, Series of 2011, Concerning the Progress Lane Area Planned Development

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.287.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

e. ORDINANCE NO. 3.373 – Second Reading

A Bill for an Ordinance to Repeal the Pine Lane Plaza Planned Development Guide and Plan

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.373 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

f. ORDINANCE NO. 3.71.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.71, Series of 1988, Concerning the Hunter's View Planned Development

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.71.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes

The motion was approved unanimously.

4. DELETE PORTION OF PLANNED DEVELOPMENT

a. ORDINANCE NO. 3.118.1 – Second Reading

A Bill for an Ordinance to Delete Certain Property From the Planned Development Area Known as the Robinson Ranch Planned Development that was Zoned Pursuant to Ordinance No. 3.118, Series of 1998

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.118.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes

The motion was approved unanimously.

b. ORDINANCE NO. 3.126.1 – Second Reading

A Bill for an Ordinance to Delete Certain Property From the Planned Development Area Known as Fairmark Planned Development that was Zoned Pursuant to Ordinance No. 3.126, Series of 1999

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.126.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes

The motion was approved unanimously.

c. ORDINANCE NO. 3.04.2 – Second Reading

A Bill for an Ordinance to Delete Certain Property Known as Rowley Downs From the Parker Central Area Planned Development that was Zoned Pursuant to Ordinance No. 3.04, Series of 1982

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.04.2 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

5. REPEAL MODIFIED LIGHT INDUSTRIAL

a. ORDINANCE NO. 3.314.1 – Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 3.314, Series of 2015, Zoning Real Property Commonly Known as the Parkglenn West Subdivision Property to Modified Light Industrial

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 3.314.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 8:07 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
JANUARY 13, 2025**

Mayor Joshua Rivero called the meeting to order at 4:00 p.m. All Councilmembers were present.

**DISCUSSION REGARDING THE APPOINTMENT OF A TOWN COUNCILMEMBER TO
FILL A VACANCY**

On December 16, 2024, Joshua Rivero resigned his position as Town Councilmember and was sworn in as the new Mayor for the Town of Parker. His term of office as a Councilmember would have ended in December 2026. Starting on December 17, the Town Council went through a public process to appoint an individual to fill the vacancy for Councilmember Rivero's remaining term. Between December 17 and December 23, the Town Council accepted applications from eligible persons interested in being considered for appointment to fill this vacancy. On December 27, a study session was held to review the submitted applications. On January 10, 2025, another study session was held to conduct interviews for those eligible individuals selected to move forward in the process to fill the vacancy.

Anne Barrington moved and Todd Hendreks seconded, pursuant to Section 2.9 of the Home Rule Charter of the Town of Parker, to appoint Erik Frandsen to the office of Councilmember for the Town of Parker, to fill the vacancy in this office created by the resignation of Joshua Rivero

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

SWEARING IN OF NEW COUNCILMEMBER

Judge Vincent White swore in Erik Frandsen as a Councilmember.

Councilmember Frandsen made comments following his oath.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 4:09 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor



Request for Town Council Action

Date: January 21, 2025

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.383 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding Douglas County Household Hazardous Waste Collection Program Local Partner Cooperation between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado
Department: Engineering and Public Works, Alex Mestdagh
Engineering and Public Works, Michael Grabczyk
Second Reading: February 3, 2025

EXECUTIVE SUMMARY

This ordinance authorizes a Memorandum of Understanding (MOU) with the Douglas County Board of County Commissioners regarding local partner cooperation for the County's Household Hazardous Waste Collection Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Historically, the Town of Parker has participated in a program to assist Town residents in disposing of hazardous household wastes. This program has collected and disposed of significant amounts of wastes, preventing improper disposal of these materials and protecting the environment from potential impacts. For the majority of the past two decades, this program was coordinated by Tri-County Health Department and South Metro Fire and Rescue. However, with Tri-County Health dissolving in late 2022, there has not been a regional program as the new health departments have worked to establish themselves.

At that time, Douglas County began a pilot program in which County residents could schedule a disposal contractor to pick up wastes from their homes and dispose of them. This was a new approach, as previous programs were generally collection events that invited residents to drop waste at a central collection location. Douglas County has had success with this new approach and grown their program and are now reaching back out to local partners in hopes for securing financial assistance for the program. The Town has historically contributed funding to a household hazardous waste collection program, and with this program benefitting Town residents, staff now proposes to provide funding to the Douglas County program.

This ordinance proposes to enter into an MOU with the Board of County Commissioners to codify the Town's commitment. The MOU sets forth that the County will continue to administer the program and associated disposal contract, and that the Town will contribute \$10,000 in 2025 to help defray the costs. The MOU also states that the Town intends to provide similar funding to the program moving forward but does not formally commit the Town to do so. Either party has the right to terminate this MOU by unilateral choice.

FINANCIAL IMPACT

The Town has appropriated funds for this \$10,000 contribution in the approved 2025 budget.

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.383

RECOMMENDED MOTION

I move to approve Ordinance No. 9.383 on first reading and to schedule second reading for February 3, 2025, as part of the consent agenda.

ORDINANCE NO. 9.383, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING REGARDING DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM LOCAL PARTNER COOPERATION BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO

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 Understanding Regarding Douglas County Household Hazardous Waste Collection Program Local Partner Cooperation between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, 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 _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING REGARDING DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM LOCAL PARTNER COOPERATION

This Memorandum of Understanding (MOU) sets forth the understanding between the TOWN OF PARKER, 20120 E. MAINSTREET PARKER, CO 80138, hereinafter referred to as the “Local Partner”, and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, a political subdivision of the State of Colorado, hereinafter referred to as the “County”. The Local Partner and the County are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, since 2022 the County has managed a program where the citizens of Douglas County may safely dispose of their household hazardous waste which can be picked up from their homes by a contractor using the Douglas County Household Hazardous Waste Collection Program (the "Program"); and

WHEREAS, the Program has been very successful in reducing improper disposal of hazardous waste in the County; and

WHEREAS, the County desires to continue financial partnering that was formed to support the previous waste diversion events prior to the formation of the Douglas County Health Department; and

WHEREAS, Local Partner desires to cooperate with the County in ensuring the long-term viability of continuing the Program by providing a financial contribution that will help ensure its continued availability to the Local Partner’s community; and

WHEREAS, MS4 Permittees that participate in the Program can take credit for sponsorship of a waste diversion program in each of their respective annual reports to the Colorado Department of Public Health and Environment; and

WHEREAS, the County may solicit the participation of other local agencies and jurisdictions but will at all times remain primarily responsible for managing and funding the Program.

A. THE PROGRAM. The Program is expected to operate as described in the attached Exhibit A. Douglas County will maintain its contract with the Contractor to dispose of the household hazardous waste as contemplated herein and will secure other contracts or purchases necessary for facilitating the Program. Changes to the Program will be at the discretion of the County but reasonable efforts will be made to consult with the Local Partner to keep them up to date and solicit their input as appropriate.

B. COUNTY RESPONSIBILITIES. The County will contract with a vendor using their standard procurement best practices to ensure the Program will continue to serve local residents, manage the Program to ensure it continues to provide timely and appropriate disposal services, and coordinate as needed with other entities who wish to partner with them for the Program.

C. LOCAL PARTNER RESPONSIBILITIES. If the Local Partner appropriates and approves funding for this MOU in its budget for the 2025 calendar year, the Local Partner will provide funding to the County in the amount of **TEN THOUSAND DOLLARS (\$10,000)** (the “Funds”). Thereafter, the Local Partner intends to provide a similar amount of Funds to the County each year that the Program is still providing services to its community, subject to appropriation and approval of such Funds in the Local Partner’s annual budget. The Local Partner shall have no liability to the County for the Funds if the Local Partner’s Town Council does not approve the Local Partner’s budget, including any appropriation of the Funds. This MOU is not an enforceable or legally binding agreement for any funding from the Local Partner and any future contributions are entirely at the sole discretion of the Local Partner. Local Partner intends to keep the County informed as part of its annual budgeting process of any future amounts that it may wish to contribute towards the Program. If the Local Partner appropriates Funds in subsequent fiscal years, it shall notify the County in writing within a reasonable amount of time after its governing body has approved the Local Partner’s budget. Funds provided are only for the Program unless expressly stated otherwise in writing by the Local Partner.

D. TERM AND TERMINATION

The term of this MOU shall commence on the date of its full execution and shall continue until it is terminated by either party or mutually by both parties or the Program is no longer run by the County. If terminated by unilateral choice of a party, the terminating party will use its best efforts to give the other party at least sixty (60) days’ notice. Any funding provided prior to termination may not be recoverable, but the Parties will work together to refund any financing that is possible.

IN WITNESS THEREOF, the PARTIES have executed this Memorandum of Understanding on this _____ day of _____, 2025.

LOCAL PARTNER

TOWN OF PARKER

Joshua Rivero, 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**

Abe Laydon, Chair

ATTEST:

Hayley Hall, Deputy Clerk

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

APPROVED AS TO LEGAL FORM:

Jeff Garcia, County Attorney

APPROVED TO CONTENT:

Doug DeBord, County Manager

EXHIBIT A

DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The work elements (WE) below are intended to meet the needs of the Parties to the MOU between Douglas County and Local Partner to facilitate the safe disposal by the public of their private, non-commercial hazardous waste.

WORK ELEMENTS

- WE.1 Douglas County will conduct program planning, review, and will make modifications as necessary to serve as many of the citizens of Douglas County as reasonably possible.
- WE.2 Douglas County will maintain an A-to-Z recycling guide on public facing webpages.
- WE.3 Douglas County will maintain operational control of the Program and will engage in program development, program evaluation/recommendations, and budget tracking.
- WE.4 Douglas County confirming the price and plan for the Program, confirming and refining marketing strategies and target audiences, confirming data to be collected from participants, and developing paint waste strategies.
- WE.5 Douglas County will meet with the Contractor as needed to assure program scope, dates and operational expectations are clear.
- WE.6 Douglas County will prepare Annual Reports to summarize Program data, Contractor's tabulation of materials collected, donations, expenditures, etc.
- WE.7 Douglas County will manage the Contractor throughout the entirety of the Program, working with the contractor to identify cost effective waste management options, reviewing the Contractor invoices and paying the Contractor.
- WE.8 Douglas County will review and update the list services needed for the Program as needed.



Request for Town Council Action

Date: January 21, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-005**
A Resolution Accepting the Conveyance of a Traffic Signal/Public Sidewalk Easement from HC Land Development LLC for a Portion of Lot 5, Block 1, Stroh Ranch Filing No. 16, 2nd Amendment, Concerning the Stroh Road Widening Project

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a Traffic Signal/Public Sidewalk Easement from HC Land Development LLC for a portion of Lot 5, Block 1, Stroh Ranch Filing No. 16, 2nd Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Stroh Widening Project scope includes widening Stroh Road to two lanes to the South from J Morgan Boulevard to Crowfoot Valley/Motsenbocker Road. Included in the widening is the extension of J Morgan to the south to connect to the existing South Metro Fire Station. Major sidewalk improvements are needed along this stretch of Stroh Road in addition to the road widening and reconstruction. The project is currently in the final design phase and staff is working to finalize easement acquisitions necessary to construct the project.

The project scope involves installing infrastructure for a future traffic signal and curb ramp improvements on the Northeast corner of the entrance to the Stroh Soccer Park. The easement associated with this resolution is necessary to accommodate the existing public sidewalk and a future signalized intersection and to ensure long-term operation/maintenance of this infrastructure.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 25-005

RECOMMENDED MOTION

I move to approve Resolution No. 25-005, as part of consent agenda.

RESOLUTION NO. 25-005, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A TRAFFIC SIGNAL/PUBLIC SIDEWALK EASEMENT FROM HC LAND DEVELOPMENT LLC FOR A PORTION OF LOT 5, BLOCK 1, STROH RANCH FILING NO. 16, 2nd AMENDMENT, CONCERNING THE STROH ROAD WIDENING PROJECT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of constructing and operating a traffic signal and public sidewalk to regulate traffic at the intersection of Stroh Road and the Stroh Soccer Park entrance in the Town of Parker from HD Land Development LLC for a Portion of Lot 5, Block 1, Stroh Ranch Filing No. 16, 2nd Amendment, concerning the Stroh Road Widening Project;

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 constructing and operating a traffic signal and public sidewalk to regulate traffic at the intersection of Stroh Road and the Stroh Soccer Park entrance in the Town of Parker from HD Land Development LLC for a Portion of Lot 5, Block 1, Stroh Ranch Filing No. 16, 2nd Amendment, concerning the Stroh Road Widening Project, as provided in the Traffic Signal/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 _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

TRAFFIC SIGNAL/PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL/PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of _____, 2025, between HC Land Development LLC, a Colorado limited liability company, whose address is 135 E Harmon Ave, Box 99, Las Vegas, NV 89019 (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (hereinafter referred to as the "Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of a constructing and operating a traffic signal and public sidewalk to regulate traffic at the intersection of Stroh Road and the Stroh Soccer Park entrance in the Town of Parker, on, in, under, through, and across the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee an easement for a traffic signal and public sidewalk, including the maintenance and repair of such traffic signal, sidewalk, and appurtenances thereto (including, but not limited to, infrastructure such as conduit, pull boxes, signal poles, caissons, pedestrian poles, and push buttons), on, in, under, through, and across the property described in Exhibit A. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption to the Grantor's property.

2. Unencumbered Title. The Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Infringement and Correction. The Town is hereby given and granted possession of the above-described Easement Property, 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 or through the above-described Easement Property. 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.

4. Operation and Maintenance. The operation and maintenance of the traffic signal and public sidewalk on the Easement Property shall be the responsibility of the Grantee.

5. Obligations of the Grantee. The Grantee shall maintain the above-described easement in good condition at all times. All work performed by the Grantee 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 Agreement, shall be promptly paid for or repaired at the expense of the Grantee. The Grantee's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage, if any.

6. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

8. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

9. 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 Agreement shall be deemed covenants running with said easement.

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

11. Miscellaneous.

a. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

b. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

**GRANTOR: HC LAND DEVELOPMENT LLC,
a Colorado limited liability company**

By: _____

Michael Zahorik, President

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

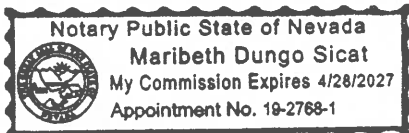
The foregoing instrument was acknowledged before me this 19TH day of DECEMBER, 2024 by Michael Zahorik, as President of HC Land Development LLC, a Colorado limited liability company.

My commission expires: _____

04/28/27

(S E A L)

Notary Public



TOWN OF PARKER

By: _____

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO LEGAL FORM:

Jamie Wynn, Town Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF LOT 5, BLOCK 1, STROH RANCH FILING NO. 16, 2ND AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED APRIL 3, 2023, AT RECEPTION NO. 2023013551, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 5, BLOCK 1 BEARS SOUTH 89°33'34" WEST, A DISTANCE OF 280.78 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°33'34" WEST, A DISTANCE OF 26.00 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 00°26'26" WEST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 51°53'05" EAST, A DISTANCE OF 33.82 FEET;

THENCE NORTH 14°12'36" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 75°47'24" EAST, A DISTANCE OF 6.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID LOT 5;

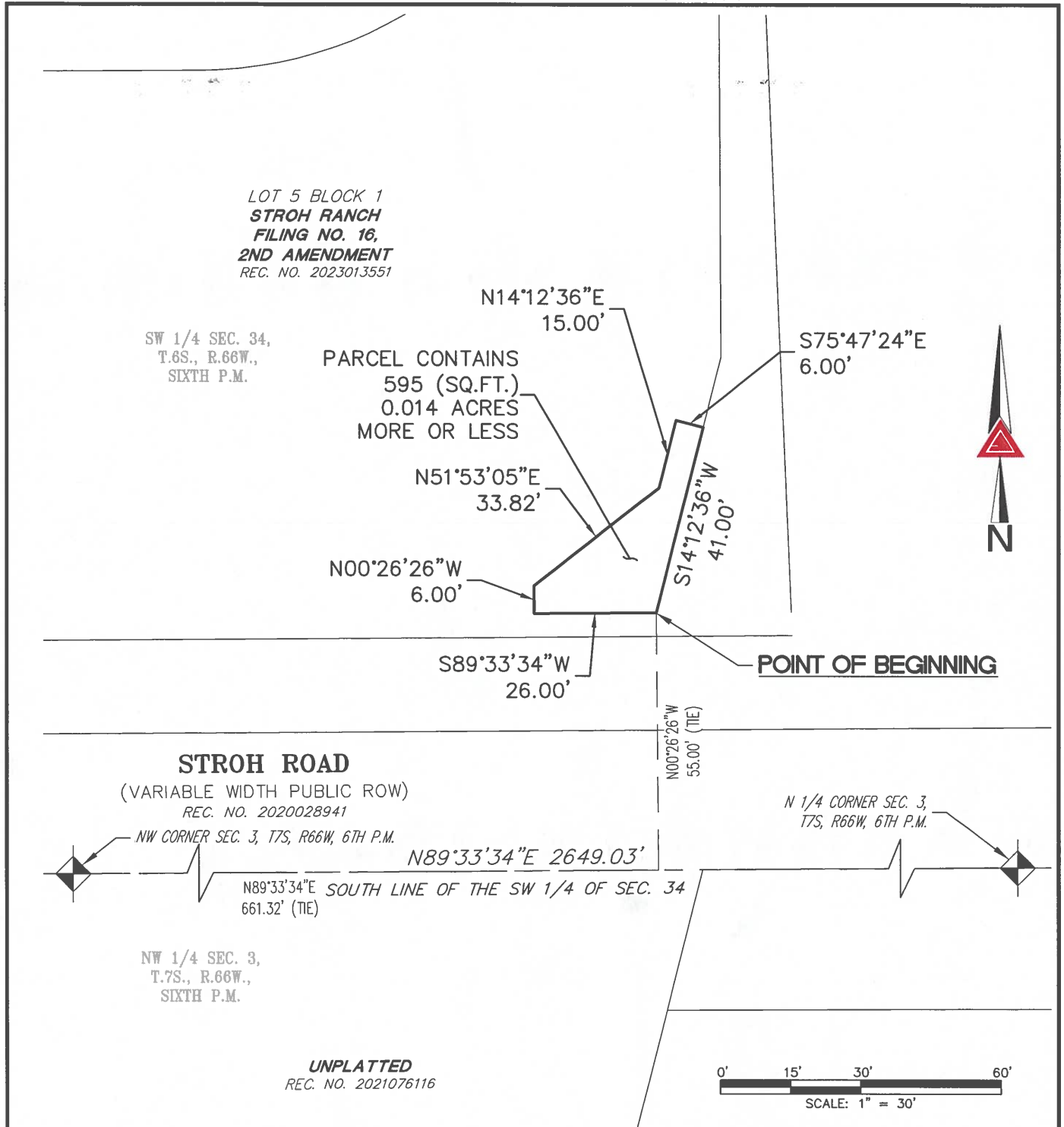
THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, SOUTH 14°12'36" WEST, A DISTANCE OF 41.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.014 ACRES, (595 SQUARE FEET), MORE OR LESS.

PREPARED BY:
KARL D. SZYSZKOSKI, COLORADO PLS NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT A



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



Request for Town Council Action

Date: January 21, 2025

Submitted By: Emily Hogan, Assistant Town Manager
Andy Anderson, Communications Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Nelnet for Digital Accessibility Services Contract Second Amendment for Additional \$51,200**

Amount: **Original Contract Amount was \$100,000, First Amendment was for \$2,000, Second Amendment is for \$51,200**

Contractor: **Nelnet**

Department: **Town Manager, Emily Hogan**

EXECUTIVE SUMMARY

Staff is seeking approval to amend a contract with Nelnet for digital accessibility support services. The Town hired Nelnet in 2024 to help address digital accessibility requirements established by HB21-1110 (Accessibility Law for Colorado State and Local Government). Nelnet assisted the Town by completing website accessibility audits, developing a Digital Accessibility Plan and providing training to staff on creating accessible documents and content. Phase I of this project is complete, and staff is now looking towards Phase II, which is focused on remediation of existing content and platforms.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff is seeking approval to amend a contract with Nelnet for digital accessibility support services. The Town hired Nelnet in 2024 to help address digital accessibility requirements established by HB21-1110 (Accessibility Law for Colorado State and Local Government). This includes compliance with WCAG 2.1 A and AA guidelines in the creation and publication of any online content and materials and applies to all technology, hardware and software that is both external and internal facing. Any Colorado government entity that does not meet these standards are subject to injunctive relief, monetary damages or a fine. All state and local agencies must be in compliance by July 1, 2025.

Nelnet assisted the Town in meeting the requirements of HB21-1110 in 2024 by completing website accessibility audits, developing a Digital Accessibility Plan and providing training to staff on creating accessible documents and content. Phase I of the project is complete, and staff is now looking towards Phase II, which is focused on remediation of existing content and platforms.

If the contract amendment is approved, the consultant would provide 20 hours of support services per month to continue the Town's efforts to improve digital accessibility (Accessibility Team as a Service). These hours can be spent on additional audits, remediation of documents or content, continued training for staff, guidance on new or changing regulations, validating newly created content and developing recommendations to modify existing Town procurement processes and documents to ensure that third party software and digital services comply.

The cost of Phase I was \$100,000, which was expended in 2024. The proposed amendment to the contract includes an additional \$51,200 to be spent in 2025. \$31,200 is for the Accessibility Team as a Service and \$20,000 for additional remediation needs beyond the 20 hours per month.

FINANCIAL IMPACT

The 2025 budget includes \$100,000 for digital accessibility.

STRATEGIC GOAL(S)

FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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

TOWN MANAGER REPORT

Winter 2025



PARKER
C O L O R A D O

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions

Oct. 7

- **Youth Commission Appointments (1):** Town Council approved the appointment of new members of the Parker Youth Commission for the 2024/25 period. Five members were appointed to two-year terms ending on May 31, 2026: Mark Durden, Amara Fantl, Suhas Gandham (vice chair), Brooke Massey and Romir Nautiyal. The group joins four other active members who are serving terms through May 31, 2025: Alisa Babic, Isabella Corriere, Bella Harper (chair) and Izzy Sanchez.
- **Chambers Road Improvement Project Annexation:** Town Council approved an annexation of a tract of land on the west side of Chambers Road, south of Mainstreet. The annexation was related to the Chambers Road improvement project from Mainstreet to Hess Road that was completed in 2018. As part of an IGA with Douglas County, the Town committed to annexing and maintaining this section of roadway from the Chambers/Mainstreet intersection extending south.
- **Looking Glass Segment 2B:** Town Council approved a sketch and preliminary plan for the Looking Glass Segment 2B development. The proposal will create 907 residential lots, parks and open space, an elementary school site, and right-of-way for future roads.
- **Anthology North Segment 1:** Town Council approved a rezoning application and amendment to the Anthology North Planned Development (PD) that transferred 26 approved residential units from Planning Area 46 to Planning Area 44. The amendment also reduced the size of Planning Area 39, which is an elementary school site, from 12.96 acres to 12.10 acres. The Douglas County School District indicated that it supported the PD Amendment subject to its referral review comments.
- **Stormwater Improvements:** Town Council approved amendments for two separate IGAs related to improvements to Cherry Creek at Dransfeldt Road adjacent to Flat Acres Farms and Newlin Gulch at Recreation Drive.
- **Lincoln Avenue Widening Project Utility Relocation Phase 1:** Town Council approved a contract with CORE Electric to relocate existing underground power lines for the future widening of Lincoln Avenue.



Oct. 21

- **Improvement District Operating Plans:** Town Council approved operations plans for two Business Improvement Districts—the Downtown Parker Business Improvement District and the Chambers Commercial Center Business Improvement District.
- **Public Art Master Plan and Commission:** Town Council approved a Public Art Master Plan for the Town of Parker, in addition to elevating the Town's existing Public Art Committee to a new Town Commission. The new commission will consist of seven Commissioners and one Alternate member.
- **Lincoln Avenue Widening Project Utility Relocation Phase 2:** Town Council approved a contract with CORE Electric to relocate existing underground power lines for the future widening of Lincoln Avenue.
- **Becket Drive Improvements:** Town Council approved an IGA between the Town, Parker Authority for Reinvestment (PAR) and Parker Meadows Condominium Association for the Becket Drive, Brompton Way and Woodman Drive connectivity project to construct two points of access for 171 residential units managed by the Parker Meadows Condominium Association. PAR will provide funding for the project.

Nov. 4

- **Parker Road Sidewalk Improvements:** Town Council approved an agreement for the conveyance of property necessary to construct the Parker Road Sidewalk - East Side Project (Sulphur Gulch to South of Parker Square Drive).

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions (con't)

Nov. 18

- **2024 and 2025 Town Budgets:** Town Council approved via ordinance a revision to the Town's 2024 Annual Budget and also adopted the 2025 Annual Budget. The 2024 Budget amendment included a net revision of +\$166,438 when accounting for additional revenues/expenditures. The 2025 Budget included an allocation of \$43,319,398 for the General Fund, which is a reduction from 2024 due to reduced transfers to other funds and fewer capital projects.
- **Property Taxes:** Town Council certified a 2025 mill levy rate of 2.602 for property located within the Town of Parker's boundary. The rate remains unchanged from the prior year.
- **Hilltop Road and Parker Road Improvements:** Town Council approved an ordinance that provides notice of the Town's intent to acquire right-of-way and easements for proposed roadway improvements at Hilltop Road and Parker Road. The project consists of an additional westbound to southbound left turn lane and associated roadway widening and drainage improvements. A dedicated northbound to eastbound right turn lane will also be added, which includes additional roadway widening and drainage improvements.
- **Pilgrims Place Sidewalk Improvements:** Town Council approved an ordinance vacating a public sidewalk easement for pedestrian egress. This easement vacation was requested by Town staff to allow for a replacement sidewalk and lighting easement to be recorded.
- **Parks, Recreation and Open Space Commission Appointments:** Town Council approved the re-appointment of two regular members of the Parker Parks, Recreation and Open Space Commission to new two-year terms (Candace Sotwick and Toby Levy). Heather Bennett was also reappointed as Commission Chairperson.
- **Permit Code and User Fees:** Town Council approved revisions to fees and required securities associated with two different development permits, Grading Permits and Right-of-Way Use Permits, as well as changes to development-related user fees.
- **Stroh Road Widening Project Utility Relocation:** Town Council approved a contract with CORE Electric to relocate existing underground power lines for the future widening of Stroh Road.
- **Stroh Road Right-of-Way Conveyance:** Town Council approved an IGA with South Metro Fire Rescue that accepted the conveyance of right-of-way associated with the planned Stroh Road Widening Project.
- **Woodmen Drive Property Conveyance:** Town Council approved an IGA with Parker Water and Sanitation District that will convey Woodmen Drive to the Town, as required by a previously approved Redevelopment Agreement for the for the planned Becket Drive, Brompton Way and Woodman Drive Connectivity Project.

Dec. 2

- **2025 Legislative Policy Agenda:** Town Council approved via resolution a policy agenda for the 2025 State Legislative session. The agenda states the Town's positions on a number of topics that may be the subject of proposed legislation in the upcoming session. The agenda is meant to serve as a single, authoritative source of information that can be easily shared with legislators and promoted by elected officials.
- **Town Manager Agreement:** Town Council approved a revised employment agreement, the fifth amendment, for the Town Manager that provides additional benefits, updates certain provisions, and provides a salary market adjustment.

Dec. 16

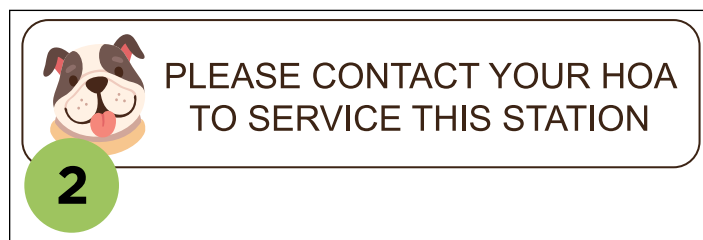
- **Mayor and Town Council (1):** Incumbent Councilmember Joshua Rivero was sworn in as Parker's eight Mayor since the Town's incorporation in 1981, while three other incumbent Councilmembers (John Diak, Laura Hefta and Todd Hendreks) were sworn in to serve new four-year terms.



TOWN MANAGER REPORT

Town Manager's Office Updates

- **Little Free Library (1):** The Parker Youth Commission helped Girl Scout Troop 66872 celebrate the grand opening of its Bronze Award Project—a Little Free Library in Auburn Hills Community Park—during an Oct. 29 ribbon cutting event. The Bronze Award is a significant achievement for Junior Scouts, marking their first major leadership project. The Girl Scouts worked with Parks to plan and install the amenity. The students said the goal of their project is to share the joy of reading, provide free literacy for the community, and have something for kids and adults to do when they are bored.
- **Doggy Bag Station Decals (2):** Town Manager's Office staff created a new decal sticker for HOAs to install on doggy bag stations that will help direct users to the appropriate contact to refill bags and service the stations. These stickers are free for HOAs to pick up at Town Hall and will be distributed at the Spring 2025 HOA Summit.
- **NLC Recycle Right Pledge (3):** The Town has officially taken NLC's Recycle Right Pledge. As directed by Town Council, staff submitted the pledge and compiled information about recycling that can be found on the Town's website (ParkerCO.gov/Recycling). The pledge is a commitment to enhance recycling efforts in our community. The Town has taken action by raising public awareness and sharing educational content about recycling.
- **New Employee Handbook:** Town staff introduced a new Employee Handbook that replaces the existing Operations Manual and Personnel Manual, which also were updated to provide current and accessible information to staff. The Handbook includes information on such topics as: administrative/legal, human resources/personnel policies, diversity, equity and inclusion, finance/budget, information technology, safety/risk management, records/meetings, communications/public relations, capital projects/construction and fleet replacement.
- **New Staff Wireless Access Points:** The IT team completed installation of new wireless access points at several Town facilities for staff use only. The new access points will increase the speed of wireless Internet for Town staff. All public facilities already have separate networks available for visitor usage.
- **IT Security Roadmap:** IT staff began work on developing an information security roadmap based on the Town's most recent cybersecurity audit results. The Town entered into a contract with All Covered to strengthen its cybersecurity and compliance posture and to develop and implement strategic recommendations, ensuring alignment with industry standards and enhancing overall security resilience. In addition, the consultant will help the Town establish a written information security program and conduct incident response planning and a tabletop exercise to ensure that the Town is protecting information and assets.



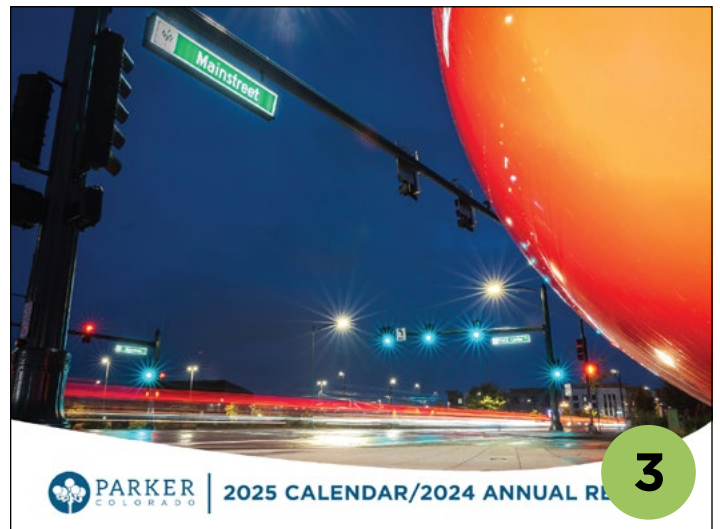
Additional Resources

- [Performance Measures Dashboard](#)
- [Upcoming Town Meetings and Events](#)

TOWN MANAGER REPORT

Communications Updates

- **2024 Holiday Events and Activities (1):** The Town of Parker continued its traditional role as the unofficial home for the holidays with several festive signature community events and activities. Highlighting the season was the annual Mayor's Holiday Lighting, which saw an estimated 5,700 community members attend the grand tree lighting in O'Brien Park the day after Thanksgiving. Other Town signature holiday events and activities included the Hometown Holiday Experience featuring holiday décor and walk-around characters on the weekends between Nov. 30 and Dec. 15, as well as the popular Holidays Home Decorating Contest.
- **Elementary Student Field Trips (2):** Hundreds of area elementary students learned about Parker's local government through school visits and field trips to Town Hall organized by the Town's Civic Programs Specialist and other Town Manager's Office staff.
- **2024 Annual Report and 2025 Calendar (3):** Communications staff completed work on another edition of the Annual Report and Calendar that is mailed to all households located within the Town of Parker boundaries. The Town takes advantage of the opportunity that a yearlong publication like a calendar provides to highlight past year accomplishments, as well as future events, programs and activities that are available for residents. All photos in the calendar are selected from photo contest entries submitted by citizens. This year's contest again saw strong interest with 123 individuals submitting 439 photo entries. The publication arrived in residents' mailboxes during the last week of December, with additional copies being made available free for pickup at select Town of Parker facilities.
- **2024 Community Survey Results:** Communications staff publicized results from the 2024 Community Survey conducted last summer. This survey, conducted every three years, helps to measure resident satisfaction with municipal government service delivery, ask pertinent policy questions and gather opinions about potential future Town projects and goals. Staff created a graphic presentation and a short video detailing high-level findings from the survey. For more information, visit ParkerCO.gov/Survey.



Additional Resources

- [Let's Talk Parker](#)
- [Talk of the Town Community Newsletter](#)
- [Town Videos](#)
- [Volunteer Opportunities](#)

TOWN MANAGER REPORT

Community Development Department Updates

Building Activity Summary

- **Single-family Housing Permits Issued:**
61 in Q4; 383 total in 2024
(317 detached, 66 attached)
- **Multi-family Housing Permits Issued:**
0 in Q4; 38 total in 2024
- **Commercial Permits Issued:**
48 in Q4; 841 total in 2024
- **Total Permits Issued:**
288 in Q4; 5,640 total in 2024
- **Total Value of Permits:**
\$54,807,565 in Q4; \$345,233,631 total in 2024
- **Total Inspections:**
2,577 in Q4; 42,196 total in 2024

Development Activity Summary

- **Commercial Development Interest:**
3 applications submitted in Q4; 22 total in 2024
- **Pre-application Requests:**
11 in Q4; 45 total in 2024
- **Applications Submitted:**
10 in Q4; 202 total in 2024
- **Active Applications:**
84 applications at end of 2024
- **Approvals:**
179 applications in 2024

Major Project Updates

- **AdventHealth Parker (2):** Staff approved two major site plan applications from AdventHealth Parker—one for a major expansion of the hospital located in Crown Point and another for a new medical office building in the Parker Pointe Planned Development at the southeast corner of the Parker Road/Stroh Road intersection. The hospital expansion will feature a 7-story addition to the building's southeast corner with a total floor area of 135,500 s.f. The medical office building in Parker Pointe will be two stories and have a total floor area of 30,000 s.f.
- **Parker Homestead Commercial Development:** Staff approved a site plan application for a 17,025 s.f. multi-tenant commercial development with drive-through in the Parker Homestead Planned Development located at the intersection of Chambers Road and Double Angel Road. The project does not have a start date at this time.



- **Parker 2035 Master Plan Update (1):** Staff continued work on the Master Plan Update project. A community engagement event was held at Discovery Park on Dec. 7, and a public survey also was released to obtain public input on growth and development issues. There will be additional community engagement events in Q1 and Q2 2025. For more information about this, visit ParkerCO.gov/Parker2050.
- **Land Development Ordinance Modernization Project:** The Community Development Department completed the multi-year project to comprehensively modernize and update the Town's Land Development Ordinance that governs all growth and development in Parker. The Planning Commission recommended the approval of the Replacement Zoning Map on Dec. 12, and the Town Council approved the map on Jan. 6. For more information about this project, visit ParkerCO.gov/LDO.



Additional Resources

- [Active Development Map](#)
- [Monthly Building Reports](#)

TOWN MANAGER REPORT

Cultural Department Updates

- **Parker Arts Public Art Master Plan (1):**
Parker Arts released the Town's first Public Art Master Plan, which details a vision for art in our community over the next decade. Implementation of the plan has begun, and Q4 2024 saw several exciting art projects put into place. First, 12 new utility boxes were wrapped in colorful designs all along Mainstreet; an artist was commissioned to carve the elm tree in front of The Schoolhouse, titled "Spirit of Change," and in a partnership with the Downtown Business Alliance, Parker Arts' Marketing Coordinator Leslie Bonnell came up with 42 different artistic banner designs to showcase all that Parker has to offer in downtown.
- **Roderick Borden - "Unsung Hero of the Day":**
Parker Arts Stage Technician Roderick Borden was recognized in last month's *Denver Gazette's* "True West Awards" article as an "Unsung Hero of the Day" for his exceptional work on Parker Arts productions and with its partners. Nancy Begley, co-founder of Veritas Productions, one of the partners, shared, "He loads everything in and out and is a dream to collaborate with."
- **Free Community Events - Science Night:**
November's Science Night featured engaging, science-based activities from 30 vendors representing science-focused organizations, attracting 2,000 patrons and receiving enthusiastic feedback from families.
- **Green Initiatives:** Parker Arts has eliminated plastic water bottles and transitioned to aluminum cans, which have become a top seller.
- **Parker Arts Volunteer Holiday Potluck (2):** In December, Parker Arts staff and volunteers enjoyed the annual Volunteer Holiday Potluck to recognize and celebrate the incredible feat that our volunteers logged over 11,000 hours through assistance on shows, special events, outreach, front desk, administrative tasks, and so much more! Outreach Coordinator Sydney Mahnken also does an outstanding job overseeing the volunteer program.
- **Parker Arts Education:** Parker Arts presented *Sugar Skull! A Dia de Muertos Musical Adventure*, adding a second show due to popular demand, and brought in over 1,000 students to experience a bilingual and bicultural musical to learn the true meaning of Dia de Muertos. In December, Parker Arts' youth and adult dance partner, On Pointe School of Dance, presented their winter recitals, *Clara's Dream* and *Scrooge's Dream*, at the PACE Center. The recitals brought in over 1,500 audience members and served 388 dancers.
- **Free Community Events - Dia de los Muertos:**
In October, Parker Arts hosted a Día de los Muertos celebration, a vibrant and meaningful event showcasing stunning art displays by Global Village Academy students and professional artists, lively student performances, engaging crafts, and a heartfelt community turnout in honor of the tradition.



Additional Resources

- [Upcoming Parker Arts Shows and Events](#)
- [Community Impact Report](#)

TOWN MANAGER REPORT

Economic Development Updates

- **Business Spotlight - Books Are Awesome (1):** Parker's local indie bookstore, Books Are Awesome, serves as a community hub with events like author signings and book clubs. The store is also committed to supporting local businesses and authors while providing a diverse book selection.
- **Notable New Businesses:** Several Parker merchants received new business licenses in Q4, including:
 - * **Denver Mattress**
(9279 S. Parker Road): Now Open
 - * **Scooters Coffee**
(9110 S. Jordan Road): Now Open
 - * **Ziggy's Coffee**
(19745 E. Parker Square Drive): Opening Soon
- **In the News:** [The State of Colorado announced](#) that Safran Defense & Space, Inc. has selected the Town of Parker for an expansion of its operations that will support the growth of the North American small satellite market.



Additional Resources

- [Economic Dev. Educational Video Series](#)
- [Parker Business and Demographic Data](#)
- [P3 Annual Report](#)

Municipal Court / Town Clerk Updates Data through Q4 2024

- Active Liquor Licenses – 132
- Special Events Permits Issued (with Liquor) – 18
- Peddlers and Solicitors Permits Issued – 10
- Open Records Requests Received – 350
- Municipal Court Tickets Issued – 2,440
- Parking Tickets Issued – 74
- Municipal Court Trials Held – 10
- Teen Court Cases – 17

Additional Resources

- [Town Meeting Agendas and Minutes](#)
- [Parker Municipal Code](#)
- [Parker Teen Court Information](#)
- **2024 Election:** The Town Clerk worked with the Douglas County Elections Office to conduct the Town of Parker's 2024 General Election to elect a Mayor (Joshua Rivero) and three Councilmembers (John Diak, Laura Hefta and Todd Hendreks)

TOWN MANAGER REPORT

Engineering and Public Works Department Updates

- **Hilltop Road Sidewalk Project (1):** The Town's contractor has substantially completed this project, which began in Fall 2024. The only work remaining are some final minor punch-list items, which will be completed by the end of January 2025. This new sidewalk provides residents with a connection between Hidden River and Tallman Drive.
- **Parker Road East Sidewalk Project (2):** Contractors have substantially completed the project, which started in Spring 2024. This sidewalk and new pedestrian bridge provides foot traffic and cyclists with a safer route to travel along Parker Road within the Town of Parker.
- **New Traffic Signals:** Work has begun for three new traffic signals that will be added at Parker intersections: Hess Road/Tammy Lane, Dransfeldt Road/S. Parkglenn Way, and Parker Road/S. Parkglenn Way. Caissons for the traffic signal poles have been installed at each intersection, allowing the Town's contractors to move onto underground electrical work. The anticipated startup date for the Parker Road/Parkglenn Way signal is March 2025. The Hess/Tammy and Dransfeldt/Parkglenn signals should become operational in May 2025.
- **PACE Center Parking Garage (3):** Work for the PACE Parking Garage is underway, beginning with demolition of the existing parking lot and excavation for foundations. Foundations are anticipated to be completed at the end of January 2025. The precast panels and structure are anticipated to be delivered in early March and roll immediately into placement. The garage is anticipated to be fully operational by mid-November 2025.
- **Clarke Farms Drainage Project:** This project consists of re-establishment and improvements to an existing channel and associated stormwater infrastructure to alleviate flooding concerns within the Clarke Farms subdivision. The project reached substantial completion in December 2024. The project area is being cleaned-up, and revegetation management will continue through the next few growing seasons.
- **Town Hall Addition and Renovation Project:** Phase 1 construction of the new 32,000-square-foot addition is underway and anticipated to be completed in Fall/Winter 2025. Phase 2 construction, consisting of select renovations to the existing Town Hall, is scheduled to begin after the addition is completed.



Additional Resources

- [Capital Improvements Update](#)
- [Road Maintenance Projects Map](#)

TOWN MANAGER REPORT

Parks, Recreation and Open Space Department Updates

- **DC Shareback Funds (1):** The Board of Douglas County Commissioners approved a formal request from the Town of Parker for distribution of Parker's share (\$8,710,539) of county-wide sales and use tax funding approved in 2022 by Douglas County voters. The funds will be allocated for construction of the planned Salisbury Park North Expansion Project. The project will be conducted in phases over several years and could include the following amenities:

- * Phase 1, 2025: Four lighted baseball/softball fields, two synthetic turf lighted multi-purpose soccer fields, restrooms/shelter, parking and landscape
- * Phase 2, 2026: Two tennis courts, 21 pickleball courts, restroom/shelter, parking and landscape
- * Phase 3, 2028: Community hub pavilion, outdoor fitness area, inclusive playground, restrooms, parking and landscape
- * Phase 4, 2029: Bike park and overlook pavilion

All timeframes and amenities are subject to change. Learn more and view the entire master plan at ParkerRec.com/CapitalProjects.

- **Late Fall Special Events:** Late fall and the holiday season brings popular Parker Parks and Recreation community events, including the RunAbilities FUN Walk/Run/Roll (Oct. 5), Fieldhouse Fright Night (Oct. 12), Pumpkin Patch Splash (Oct. 19), Kids' Zone Princess Ball (Nov. 15), Turkey Day 5K (Nov. 28), Kids' Zone Milk and Cookies with Santa (Dec. 8) and Swim with Santa (Dec. 14). The Turkey Day 5K is traditionally our biggest registered event of the year, and 2024 was no exception with nearly 1,800 participants!
- **Parker Ice Trail at Discovery Park (2):** Ice skating at the Ice Trail at Discovery Park kicked off Nov. 28, and December was an excellent, record-breaking start to the season, with 4,027 admissions! The Ice Trail remains open through Feb. 28, and information can be found at ParkerRec.com/IceTrail.



- **Dog Station Service Requests:** To increase customer service and operational efficiency, the Parks, Forestry and Open Space Division recently updated dog waste station signs to include station ID numbers and a QR code that links to the Parks Service Request Form, where people can let staff know that a specific dog station requires service.
- **PSCO Soft Surface Trail:** In partnership with Public Service Company (PSCO), the Town is constructing a soft surface crusher fine trail from Canterbury Parkway to Omaha Avenue and from the Tallman Trail to Latigo Lane, along the PSCO-owned right-of-way. The west section of the trail is nearing completion with crusher fine materials placed and rough grading around the trail complete. The second section of trail is rough graded from Omaha Avenue to Riva Ridge Drive. The entire project is anticipated to be completed in April 2025. Additional information about Capital Projects can be found at ParkerRec.com/CapitalProjects.



Additional Resources

- [Upcoming Parks and Recreation Events](#)

TOWN MANAGER REPORT

Police Department Updates

- **Traffic Unit Returns (1):** Parker residents told us that traffic enforcement is one of the most critical issues in our Town. In response to resident concerns and with an increase in staffing, the Parker Police Department is excited to announce its traffic team has returned. In addition to patrol officers' increased focus on traffic enforcement, there are now two officers dedicated to traffic and road safety.
- **Shop with a Cop (2):** Parker Police Officers and professional staff had an amazing time shopping with nine of the youngest members of our community at the Shop with a Cop event in December. This is a fantastic event for officers to build relationships with Parker youth while they pick out Christmas gifts for their loved ones and themselves. We thank Walmart for sponsoring this event and allowing us to build a positive relationship with these children. Without their support, this wouldn't be possible.
- **Drug Take Back Event:** The Parker Police collected more than 300 pounds of prescription drugs from residents at a prescription drug take-back event with Sky Ridge South Parker ER in December. Officers Guzzo and Hennager filled 13 large trash bags of unused or expired prescription medications. Citizens also can drop off unused prescription drugs at the Police Department lobby during regular business hours, Monday through Friday.
- **Coffee with a Cop:** Local community and business leaders joined the Parker Police Department in December for a festive holiday Coffee with a Cop Open House. The event featured warm drinks, sweet treats and engaging conversations. Parker Town Manager Kivela, Assistant Town Manager Lawson, Mayor-elect Rivero, and Chief Tsurapas were among the attendees, creating a welcoming atmosphere for all. Guests enjoyed interactive experiences with the Crime Scene and Evidence Team and were treated to an impressive demonstration by the K-9 team and their decoys.

In November, the PD hosted another successful Coffee with a Cop event at Einstein Brothers Bagels. Both events highlighted the department's commitment to building relationships and enhancing communication with the Parker community.



- **Parker Elks Lodge Donation:** The Parker Police Department and its Victim Services Unit sincerely appreciate the support of the Parker Elks Lodge, which presented a check for \$3,000 to the unit. Victim advocates will use the money to assist victims needing essentials like winter coats, baby formula or diapers. The Victim Services Unit assists 500 to 600 people annually. Please visit ParkerCO.gov/GPF if you would like to assist this unit or any other Parker Police Department or Town of Parker program or service.

Additional Resources

- [Police Department Monthly Reports](#)
- [Community Crime Statistics](#)



Request for Town Council Action

Date: January 21, 2025

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.382 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Town of Parker, Colorado, and the Stonegate
Village Metropolitan District Regarding Median Improvements on
Jordan Road Between Stonegate Parkway and Praireland Lane
Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Stonegate Village Metropolitan District regarding median improvements on Jordan Road between Stonegate Parkway and Praireland Lane.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the Lincoln Avenue and Jordan Road Widening Project, it was identified that additional right-of-way (ROW), permanent easements, and temporary construction easements would be required from the Stonegate Village Metropolitan District (SVMD) to accommodate the proposed road improvements. During initial discussions between the Town and SVMD, the District expressed an interest in negotiating a mutually beneficial arrangement in which the Town would reconstruct the existing landscaped median on Jordan Road between Stonegate Parkway and Praireland Lane in exchange for the necessary ROW and easements. This landscaping project would focus on reducing water use and long-term maintenance costs, aligning with both the Town's sustainability goals and SVMD's interest in enhancing the area's appearance and functionality.

In February 2024, a conceptual design for the median improvements was completed, with an estimated construction cost of \$310,000. Simultaneously, the Town's ROW Consultant prepared a report to assess the value of the required ROW and easements, which was estimated to range between \$209,450 and \$490,500. After reviewing these findings, both the Town and SVMD agreed to move forward with an IGA, under which the Town would reconstruct the landscaped median in exchange for the needed ROW and easements, facilitating the necessary infrastructure improvements for the widening project. This agreement represents a cooperative effort between the two parties to balance the needs of road expansion with sustainable improvements to the public landscape.

Construction of the proposed median improvements is tentatively scheduled for 2026 following the construction of the Lincoln Avenue and Jordan Road Widening Project.

FINANCIAL IMPACT

Funding for this capital improvement project has been appropriated in the Highway and Streets Capital Projects fund (301-4310). SVMD will continue to provide all the required maintenance on the medians after the improvements are constructed by the Town.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**

ATTACHMENTS

1. Ordinance No. 9.382

RECOMMENDED MOTION

I move to approve Ordinance No. 9.382 on second reading.

ORDINANCE NO. 9.382, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND THE STONEGATE VILLAGE METROPOLITAN DISTRICT REGARDING MEDIAN IMPROVEMENTS ON JORDAN ROAD BETWEEN STONEGATE PARKWAY AND PRAIRIELAND LANE

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, Colorado, and the Stonegate Village Metropolitan District Regarding Median Improvements on Jordan Road Between Stonegate Parkway and Prairieland Lane, 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 _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND THE STONEGATE VILLAGE METROPOLITAN DISTRICT REGARDING MEDIAN IMPROVEMENTS ON JORDAN ROAD BETWEEN STONEGATE PARKWAY AND PRAIRIELAND LANE

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipal corporation (the “Town”), and the Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District may individually be referred to as a “Party” or collectively as the “Parties.”

RECITALS:

A. C.R.S. §29-1-203 authorizes the parties to cooperate and contract with each other regarding the functions, services, and facilities each Party is authorized to provide.

B. The Town is currently engaged in a project to widen Lincoln Avenue between Keystone Avenue and Parker Road, and to widen Jordan Road between Rockbrook Boulevard to Lincoln Avenue (the “Project”).

C. A portion of the Project is adjacent to the District’s property, and will require that the Town acquire right-of-way (“ROW”), temporary construction easements, and permanent easements from the District in order to construct the Project improvements.

D. The District currently maintains the landscaped median on Jordan Road from Stonegate Parkway/Clarke Farms Drive to Prairieland Lane.

E. In exchange for the District providing the ROW and easements necessary for the Project, as further described in this Agreement, the Town has agreed to construct improvements to the existing median that will reduce water use and reduce maintenance utilizing landscaping that generally follows the conceptual plan set forth in **Exhibit D** (the “Median Improvements”).

AGREEMENT:

NOW, THEREFORE, for and in consideration of the covenants and mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Town Responsibilities.

- (a) **Construction Activities.** The Town is responsible, at no cost to the District, for undertaking and managing all pre-construction activities and all construction activities associated with the Median Improvements. The Town’s responsibilities include, but are not limited to, the following: consulting services for surveying, design, utility coordination and utility locates, right-of-way/easement acquisitions, obtaining all necessary local, state, and federal permits, hiring and managing the contractor(s) and consultant(s) that provide the Town with professional services for construction, construction management, construction inspections, and materials testing of and related

to the Median Improvements. The Town shall be responsible for issuing any permits required for the construction of the Median Improvements.

- (b) Funding. The Town is responsible for securing all the necessary funding for the construction of the Median Improvements.
- (c) Documentation. Upon written request from the District, the Town agrees to provide the District with copies of applicable documentation for the construction of the Median Improvements, including, but not limited to, the design and construction documents (plans and specifications), bid tabulations, and other related expenditures.
- (d) Consultation with the District on Amendments to Median Improvements. In the event of changes to the Median Improvements conceptual plan, the Town agrees to promptly provide the District updates to confirm that the Median Improvements still achieve the goal of reducing water usage and maintenance.

2. District Responsibilities.

- (a) Conveyance of ROW and Easements. Upon execution of this Agreement, the District shall execute the following documents: 1) the quit claim deed conveying the ROW necessary for the Project to the Town, in substantially similar form as attached hereto as **Exhibit A**; 2) the temporary construction easement for the Project, in substantially similar form as attached hereto as **Exhibit B**; and 3) the permanent easements for the ROW, in substantially similar form as attached hereto as **Exhibits C-1, C-2 and C-3**.
- (b) Maintenance of Median Improvements. Upon completion of the Median Improvements, the District shall be responsible for the maintenance of such improvements, including all landscaping located thereon, in accordance with the requirements of that License entered into between the Town and the District dated June 21, 2006 (the "License"). The Parties hereby agree that the Median Improvements are subject to the License.

- 3. Term and Time of Performance. This Agreement shall commence upon its full execution by the Parties and shall continue until the completion of the Median Improvements. Currently, the Town anticipates that the construction of the Median Improvements will commence in the Spring of 2026; provided, however, that the failure of the Town to substantially complete construction by such time shall not require the Town to relinquish any rights or property interests granted to the Town by the District and shall not, in and of itself, constitute a default as set out in Paragraph 4.
- 4. Default; Remedies. The Parties further 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 whether for the default of the other Party or otherwise to enforce the terms of this Agreement.
- 5. Notices. Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a

business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. The Parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a notice made by electronic mail with a hard copy shall be deemed waived by the receiving Party upon acknowledgement, via electronic mail, within three business day of transmission of the notice, that the notice has been received. Notice shall be given to the Parties at the following addresses:

To the Town: Town of Parker
 Attn: Director of Public Works/Engineering
 20120 E. Mainstreet
 Parker, Colorado 80138
 publicworks@parkerco.gov

and (send to all) Town of Parker
 Attn: Legal/Town Attorney
 20120 E. Mainstreet
 Parker, Colorado 80138
 contracts@parkerco.gov

To the District: Stonegate Village Metropolitan District
 Attn: District Administrator
 10252 Stonegate Parkway
 Parker, Colorado 80134
 heidi@svmd.org

With a copy to: Spencer Fane LLP
 Attn: Tom George
 1700 Lincoln Street, Suite 2000
 Denver, Colorado 80203
 tgeorge@spencerfane.com

All notices to the Parties shall include a reference to the Agreement, including the District's name and the date of the Agreement.

6. Appropriation. Pursuant to C.R.S. §29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available.
7. No Waiver of Governmental Immunity Act. The Parties understand and agree that the Parties, their elected officials, officers, directors, agents, and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. §§24-10-101, et seq., or otherwise available to the Parties.

8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court in and for the County of Douglas, State of Colorado.
9. Relationship of the Parties. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such statuses during the term of this Agreement. Nothing in this Agreement shall be construed to create any partnership, employment, or agency relationship between the Parties.
10. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the District. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third party, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the District that any such party, other than the Town and the District, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
11. Severability. If any provision of this Agreement or the application thereof to any Party or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other parties or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
12. Entirety. This Agreement is the entire agreement between the District and the Town with respect to the subject matter described herein, superseding all prior oral or written communications.
13. 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.

[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: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**STONEGATE VILLAGE METROPOLITAN
DISTRICT**

By: _____
Lori White, President

Date: _____

ATTEST:

Director

EXHIBIT A

Form of Quit Claim Deed Conveying the ROW

EXHIBIT A

QUIT CLAIM DEED

STONEGATE VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 10252 Stonegate Parkway, Parker, Colorado 80134, , County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and quitclaims to the Town of Parker, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado, 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**

with all its appurtenances.

Signed this ____ day of _____, 20__.

**STONEGATE VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado**

Exhibit – do not sign.

[Print name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT B

Form of Temporary Construction Easement

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **STONEGATE VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 10252 Stonegate Parkway, Parker, Colorado 80134 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of roadway improvements (the "Improvements"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

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

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

2. Landscape Repair. Upon completion of the Improvements, the Grantee shall, without undue delay and at its sole expense, restore the grade of the Subject Property to substantially its condition prior commencing work on the Improvements, and repair and replace any and all landscape features damaged or removed by the Grantee, its contractors, subcontractors, and suppliers.

3. Certain Reserved Rights. The Grantor reserves the right to use the Subject Property and to grant further easement interests in the Subject Property to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, and suppliers, as permitted herein. Without limiting the foregoing, the Grantee agrees to exercise its rights under this Easement Agreement such that the Grantee does not unreasonably interfere with the Grantor's ability to utilize the Grantor's Property.

4. Indemnity. Except as may be prohibited or limited by applicable law, (i) the Grantee will be responsible for all costs required to repair damages to the Subject Property caused by the Grantee or its permittees in the exercise of the rights granted under this Easement Agreement, and (ii) the Grantee shall, or shall cause its contractor(s) to, indemnify and hold the Grantor harmless from and against actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against the Grantor (collectively, "**Claims**") that result from or arise out of any negligent act or omission or the willful misconduct of Grantee or Grantee's contractors; provided, however, such indemnification shall not extend to any Claims caused by or arising from the Grantor's negligence or willful misconduct.

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

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

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

WITNESS our hand(s) and seal(s) this _____ day of _____, 20__.

**GRANTOR: STONEGATE VILLAGE
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political
subdivision of the State of Colorado**

BY: _____ *Exhibit – do not sign.*

TITLE: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____, of Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado .

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

Address:

GRANTEE: TOWN OF PARKER

By: Exhibit – do not sign.
Michelle Kivela, Town Manager

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO LEGAL FORM:

Jamie Wynn, Town Attorney

EXHIBITS C-1, C-2 AND C-3
Forms of Permanent Easements for the ROW

EXHIBIT C-1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 20__, between Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (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 and associated appurtenances including a curb ramp, which easement includes 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 and Curb Ramp Easement."

2. **Infringement and Correction.** The Town is hereby given and granted possession of the above-described Sidewalk and Curb Ramp Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk and Curb Ramp 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 and Curb Ramp 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 and Curb Ramp Easement for bodily injury and property damage losses attributable to the maintenance, operation and use of the public sidewalk.

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

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

GRANTOR: Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

[*Print name and title*]

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

SEAL

Notary Public

By: _____ *Exhibit – do not sign.* _____
Joshua Rivero, Mayor

Chris Vanderpool, Town Clerk

Jamie Wynn, Town Attorney

EXHIBIT C-2

PUBLIC SIDEWALK AND DRAINAGE EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK AND DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 20__, between Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (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 the following purposes:

A. 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

B. For installation and maintenance of a drainage pipe and for grading in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference. Such drainage and grading easement under and through the Easement Property, includes providing and maintaining (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade. Grantor retains the right to use said property for any and all purposes which will not interfere with the Grantee's full use and enjoyment of the rights acquired herein. Provided, however, Grantor or his successors, assigns and subsequent Grantees, will not use or improve said property or grant any easements upon, over, across or under said property without first obtaining the written consent of the Grantee. Such consent will not be unreasonably withheld provided that the sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities, as determined by the Grantee, is maintained.

The easement described herein in **Exhibit A** shall hereinafter be referred to as the "Sidewalk and Drainage Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk and Drainage Easement, and the Grantor covenants and agrees, subject to the provisions of Section 1.B above, that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk and Drainage 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 and Drainage 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 and Drainage Easement for bodily injury and property damage losses attributable to the maintenance, operation and use of the public sidewalk.

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

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

Executed and delivered the day and year first above written.

GRANTOR: Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____ *Exhibit – do not sign.* _____

[Print name and title]

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado .

My commission expires: _____.

SEAL

Notary Public

TOWN OF PARKER, COLORADO

By: Joshua Rivero, Mayor *Exhibit – do not sign.*

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT C-3

SLOPE AND UTILITY EASEMENT AGREEMENT

THIS SLOPE AND UTILITY EASEMENT AGREEMENT (the "Easement Agreement"), is dated this ____ day of _____, 20__, by **STONEGATE VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("GRANTOR")**, and the **TOWN OF PARKER, Colorado**, a Colorado Home Rule Municipality, ("**GRANTEE**"), whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of providing slope stability and lateral support, as well as the installation, operation and maintenance of utilities, on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of Ten dollars (\$10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of (1) providing and maintaining a proper sight distance and line of sight; (2) providing lateral support for a public roadway, road shoulder and attendant road improvements and construction; and (3) providing a suitable slope or grade for the above-mentioned purposes consistent with the easement provided herein; and (4) providing for the installation, operation and maintenance of utilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Easement Property and its facilities. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Obligations of the Town. The Town shall maintain the Easement Property 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.

3. 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 bodily injury and property damage losses attributable to the maintenance, operation and use of the Easement Property.

4. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

5. Operation and Maintenance. The operation and maintenance of the facilities within the Easement Property shall be the responsibility of the Grantee.

6. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representative, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

8. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

9. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

**GRANTOR: STONEGATE VILLAGE
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political
subdivision of the State of Colorado**

BY: _____ *Exhibit – do not sign.* _____

TITLE: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Stonegate Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado .

My commission expires: _____

(S E A L)

Notary Public

GRANTEE:

TOWN OF PARKER

Exhibit – do not sign. _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

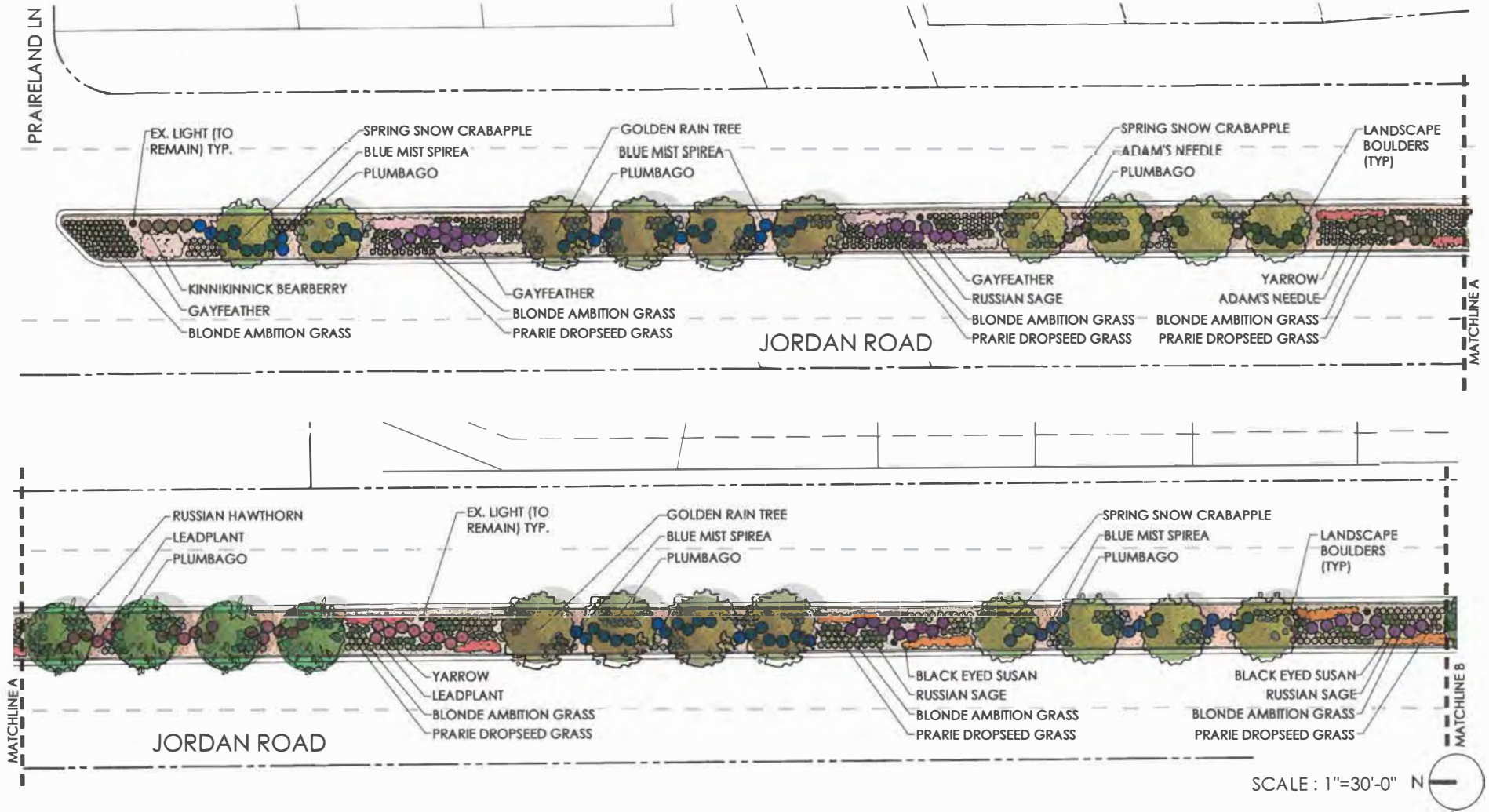
APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT D
Median Improvements Conceptual Plan

EXHIBIT D

CONCEPT PLAN



CONCEPT PLAN



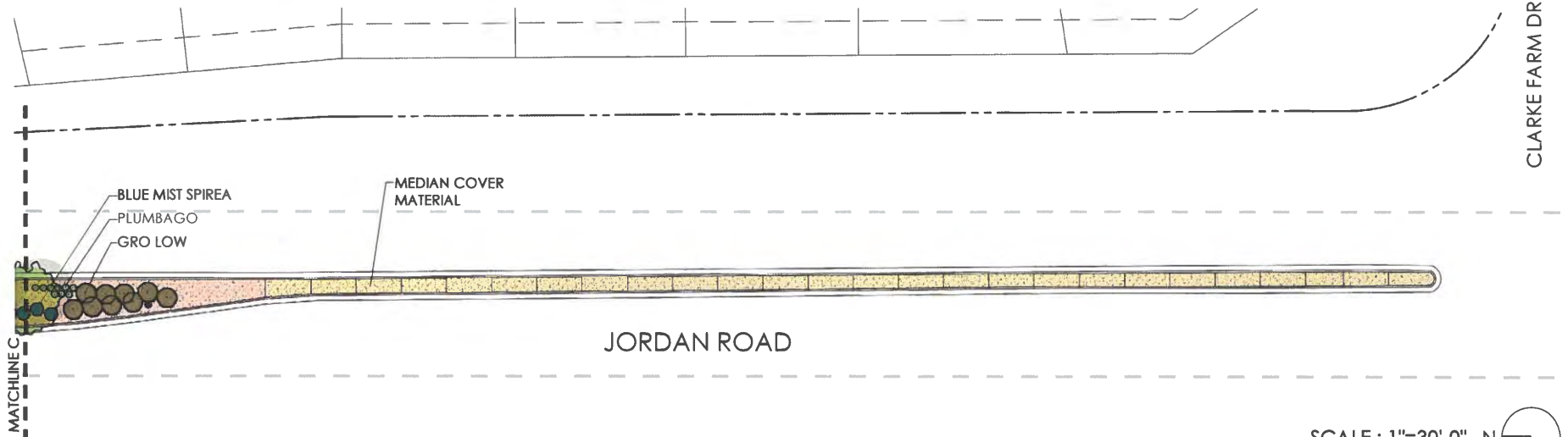
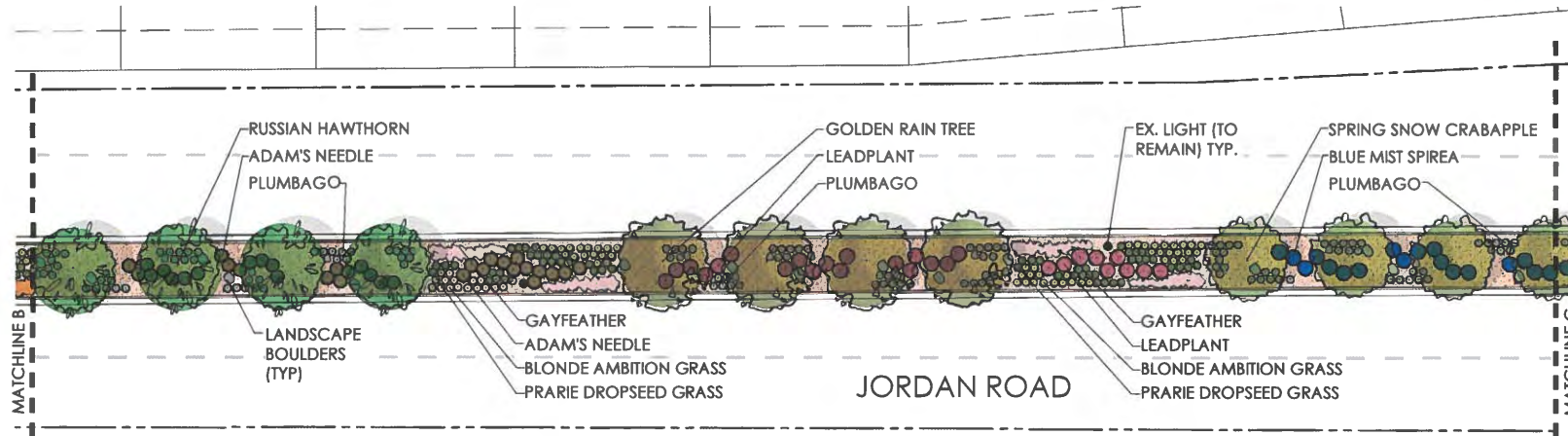
LANDSCAPE BOULDERS
(GRANITE)



COLORADO ROSE 1-1/2"



KEYMAP



SCALE: 1"=30'-0" N



Request for Town Council Action

Date: January 21, 2025
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

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

These acquisitions include approximately 1,925 square feet (SF) of right-of-way, 4,666 SF of permanent easement, and 3,649 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 \$369,619. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

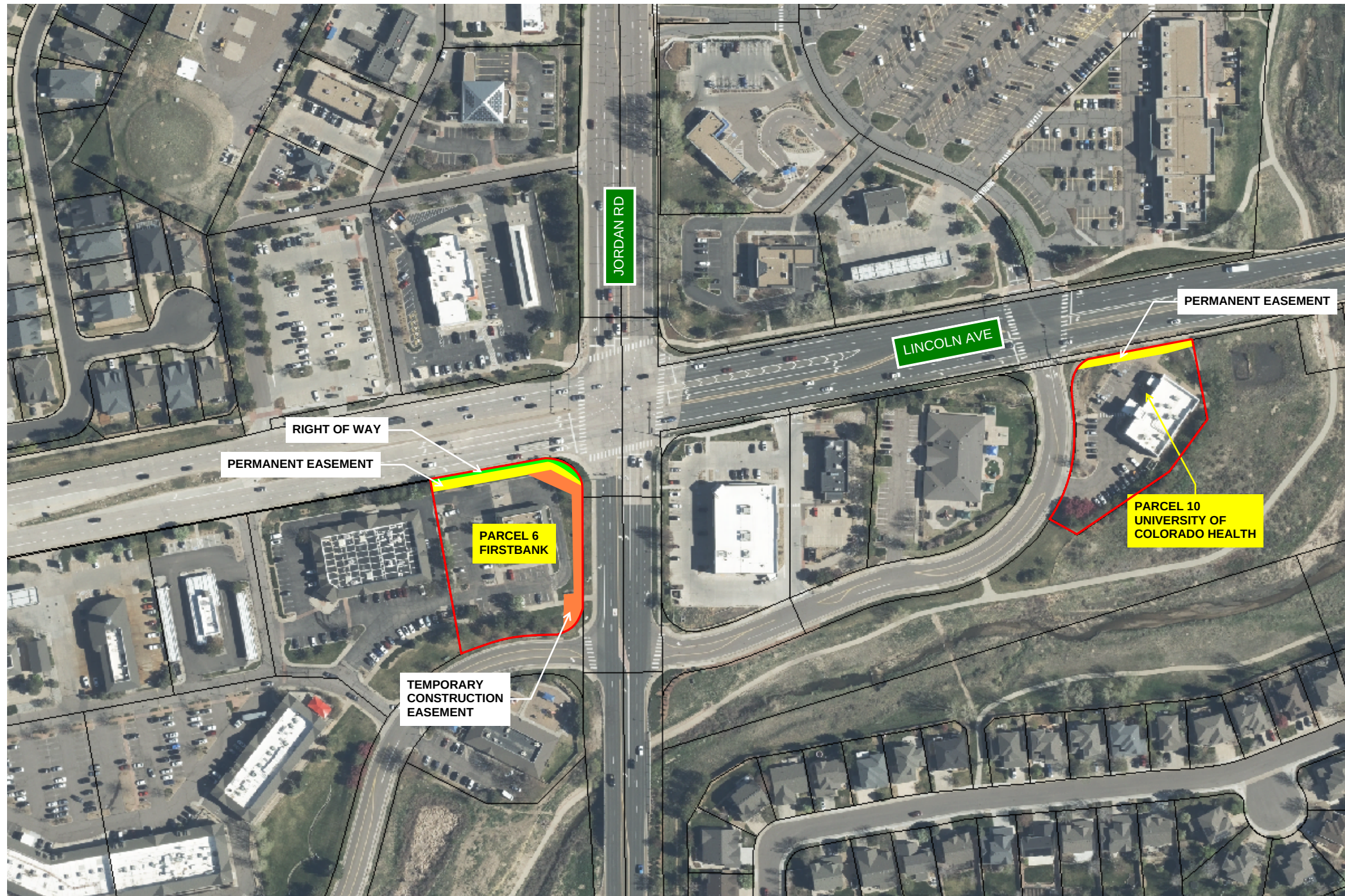
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.639
3. Ordinance No. 1.640

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.639 on second reading.
2. I move to approve Ordinance No. 1.640 on second reading.

LINCOLN AVENUE WIDENING PROJECT (FIRSTBANK & UNIVERSITY OF COLORADO HEALTH)



ORDINANCE NO. 1.639, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN FIRSTBANK AND THE TOWN OF PARKER FOR A PORTION OF LOT 2D, STONEGATE FILING NO. 2, 3rd AMENDMENT, FOR 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 Right-of-Way Purchase and Sale Agreement by and between FirstBank and the Town of Parker for a Portion of Lot 2D, Stonegate Filing No. 2, 3rd Amendment, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between **FirstBank**, a Colorado corporation, successor by merger to FirstBank of Parker ("Seller") and the **Town of Parker**, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

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

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

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

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

- (a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, known as Parcel RW-6, together with all easements and rights-of-way appurtenant thereto; and
- (b) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**, attached hereto and incorporated herein by this reference, known as Parcel PE-6; and
- (c) Temporary construction easements located in Douglas County, Colorado, and more specifically described in **Exhibit C and Exhibit D**, attached hereto and incorporated herein by this reference, known as Parcel TCE-6 and Parcel TCE-1, respectively; and
- (d) Improvements and fixtures of a permanent nature listed on the Certified Inventory of Real and Personal Property, dated January 16, 2024, attached hereto as **Exhibit E** and incorporated herein by this reference.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$313,119.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at Closing and upon delivery of the executed document(s) at Closing, and further subject to all terms

and conditions set forth in this Agreement.

3. Conveyance of Property; Just Compensation.

(a) Seller will convey to Purchaser the Property, subject to prorated general real estate taxes on the portion of the Property described in **Exhibit A** for the current year and subject to statutory exceptions.

(b) Seller acknowledges that the Purchase Price is full and just compensation for the Property due to Seller.

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

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

- (a) A special warranty deed, prepared by legal counsel for the Town of Parker and approved by legal counsel for Seller, conveying the property described in **Exhibit A** to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year subject to statutory exceptions, which deed shall include a notation that the Property is being purchased under threat of condemnation.
- (b) A permanent easement in the form attached hereto, conveying permanent easement rights within the portion of the Property as described in **Exhibit B** to Purchaser.
- (c) Temporary construction easements, in the form attached hereto, conveying temporary easement rights within the portion of the Property described in **Exhibit C and Exhibit D** to Purchaser.

6. Closing. The date, time and location of Closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason the Closing does not occur on or before **February 28, 2025**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

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

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

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

10. Contingencies; Covenants.

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

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

(c) The terms and conditions contained on the Certified Inventory of Real and Personal Property, attached as **Exhibit E**, are incorporated herein by this reference, and an obligation of "the project" thereon shall be an obligation of the Purchaser.

(d) Purchaser must give Seller one (1) months' notice before any work begins on the Property and Purchaser shall schedule at least one (1) meeting with Seller, Seller's landscaper, and at least one representative of the shopping center in which the Property is situate, prior to commencing any work on the Property, in order to coordinate construction activities.

(e) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder, except as may expressly survive termination of this Agreement.

11. Remedies.

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

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall

Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, other than as set forth in this subsection (b), the parties shall have no further rights or obligations hereunder.

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

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

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

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

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

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

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

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

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

FirstBank, a Colorado corporation

BY: _____

TITLE: _____

PRINT: _____

STATE OF)
) ss.
COUNTY OF)

The above and foregoing document was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of _____
FirstBank, a Colorado corporation.

WITNESS my hand and official seal.

Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Town Attorney

EXHIBIT**A****EXHIBIT "A"
LEGAL DESCRIPTION**

A PARCEL OF LAND NO. RW-6, 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 2D, STONEGATE FILING NO. 2, 3RD AMENDMENT, RECORDED FEBRUARY 18, 1999 AT RECEPTION NO. 99015124, 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 CORNER 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 02°18'56" WEST, A DISTANCE OF 1,267.28 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2D AND THE WESTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, NORTH 00°23'54" WEST, A DISTANCE OF 8.02 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 2D AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 99015124 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°07'23", AN ARC LENGTH OF 87.37 FEET;
2. SOUTH 79°28'44" WEST, A DISTANCE OF 181.59 FEET TO THE NORTHWEST CORNER OF SAID LOT 2D;

THENCE DEPARTING SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 2D, SOUTH 10°31'16" EAST, A DISTANCE OF 8.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 79°28'44" EAST, A DISTANCE OF 180.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;

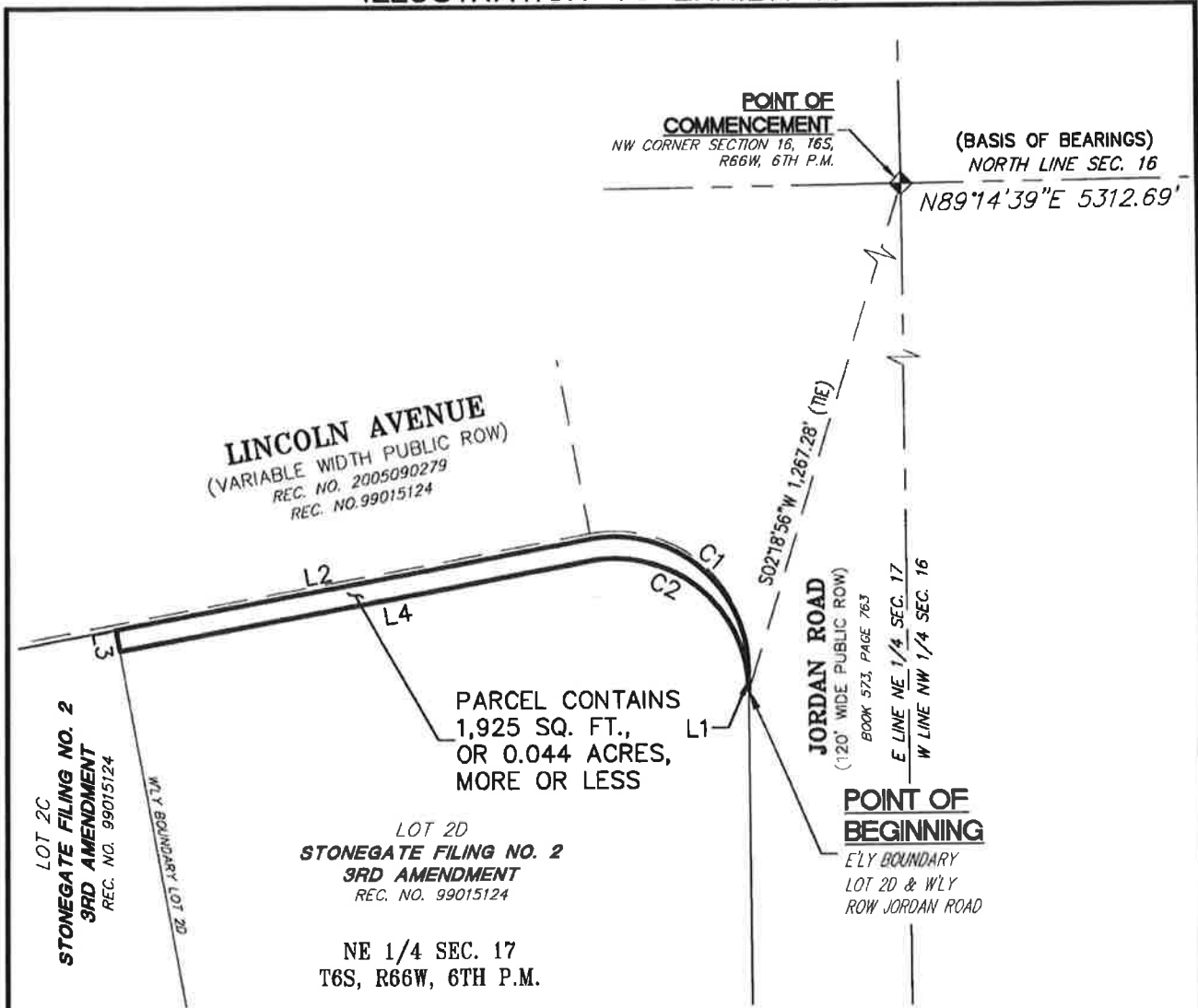
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°00'08", AN ARC LENGTH OF 87.27 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 0.044 ACRES, (1,925 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



ILLUSTRATION TO EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'54"W	8.02'
L2	S79°28'44"W	181.59'
L3	S10°31'16"E	8.00'
L4	N79°28'44"E	180.16'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	100°07'23"	50.00'	87.37'
C2	100°14'37"	50.00'	87.48'

0' 30' 60' 120'

SCALE: 1" = 60'



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

EXHIBIT "A"
LEGAL DESCRIPTION

A PERMANENT EASEMENT NO. PE-6, 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 2D, STONEGATE FILING NO. 2, 3RD AMENDMENT, RECORDED FEBRUARY 18, 1999 AT RECEPTION NO. 99015124, 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 CORNER 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 02°18'56" WEST, A DISTANCE OF 1,267.28 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2D AND THE WESTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, NORTH 44°34'45" WEST, A DISTANCE OF 56.60 FEET;

THENCE SOUTH 79°28'52" WEST, A DISTANCE OF 197.67 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2D;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 10°31'16" WEST, A DISTANCE OF 11.99 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 79°28'44" EAST, A DISTANCE OF 180.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;

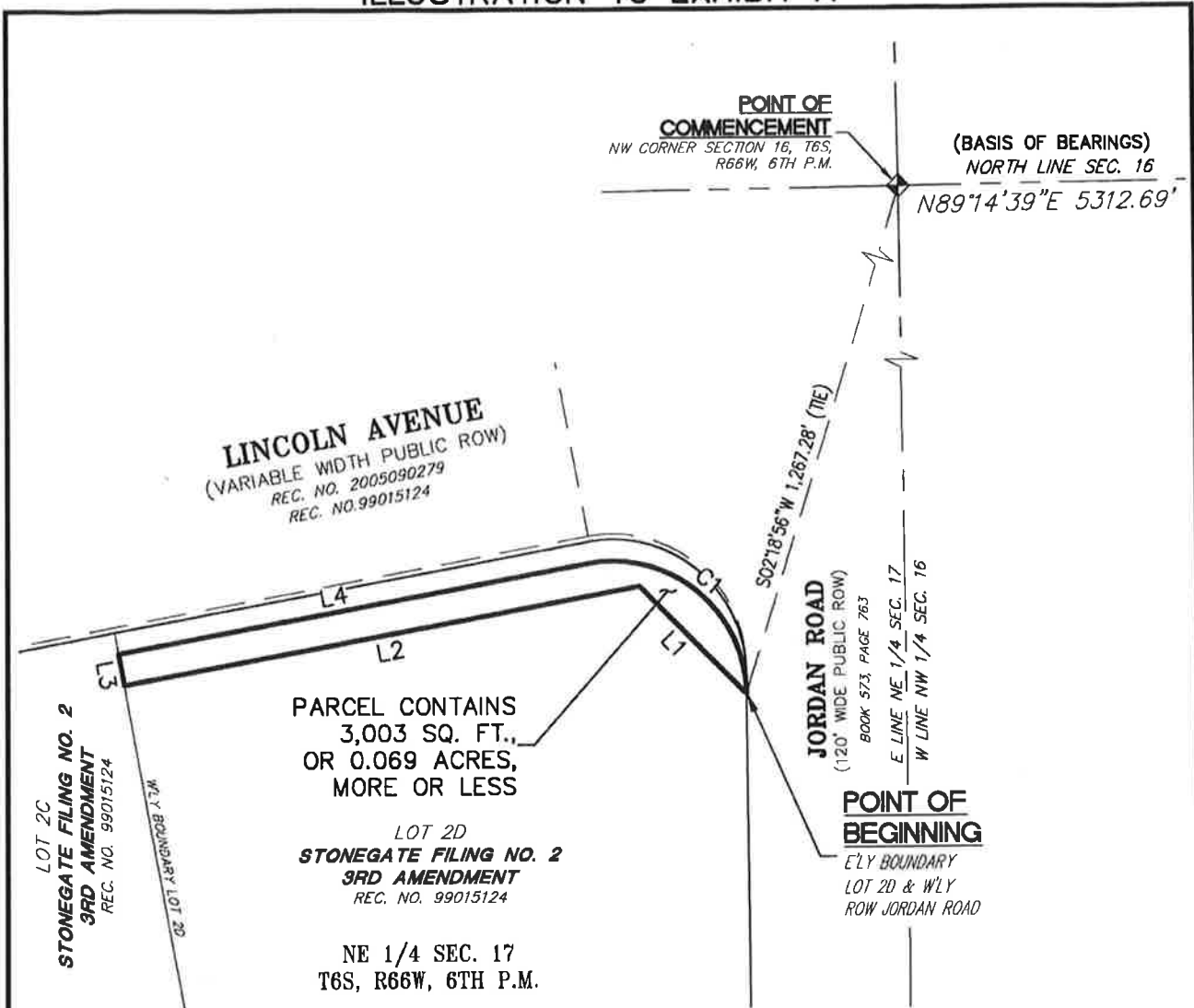
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°14'37", AN ARC LENGTH OF 87.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.069 ACRES, (3,003 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



ILLUSTRATION TO EXHIBIT A



**EXHIBIT
C**

**EXHIBIT "A"
LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-6, 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 2D, STONEGATE FILING NO. 2, 3RD AMENDMENT, RECORDED FEBRUARY 18, 1999 AT RECEPTION NO. 99015124, 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:

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THENCE SOUTH 02°18'56" WEST, A DISTANCE OF 1,267.28 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2D AND THE WESTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, SOUTH 00°23'54" EAST, A DISTANCE OF 14.35 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, NORTH 45°59'44" WEST, A DISTANCE OF 74.93 FEET;

THENCE NORTH 79°28'52" EAST, A DISTANCE OF 14.31 FEET;

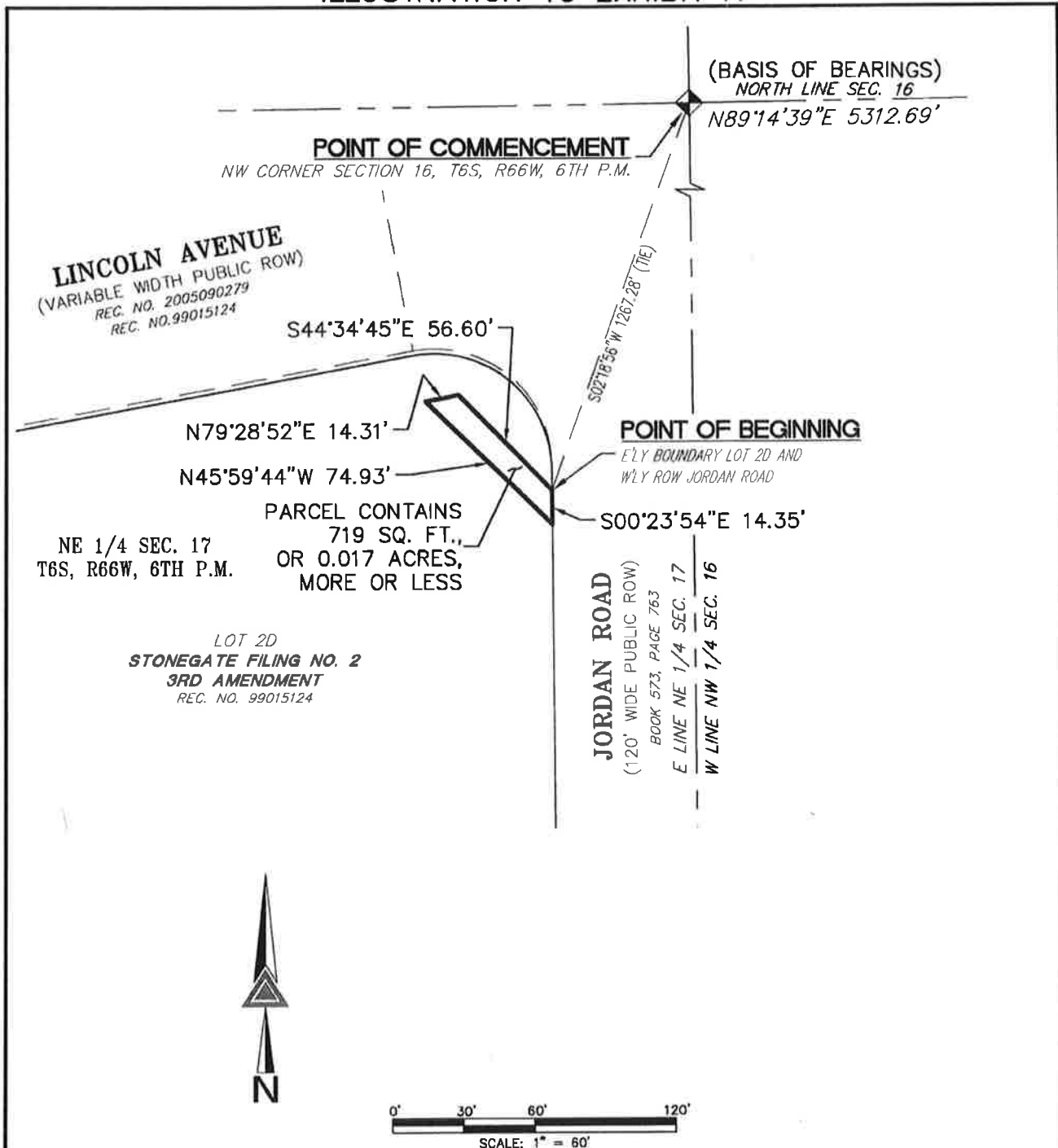
THENCE SOUTH 44°34'45" EAST, A DISTANCE OF 56.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.017 ACRES, (719 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



ILLUSTRATION TO EXHIBIT A



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

PARCEL NO. TCE-6
NE 1/4 SECTION 17, T6S, R66W, 6TH P.M.
TOWN OF PARKER, COLORADO

PATH: Q:\12321-07 - LINCOLN AVE WIDENING\DWG\ROW PLANS\EXHIBITS\TCE 6.DWG
JOB NUMBER: 12321-07 DATE: 12/02/2024 DWG: RDS CHK: DED 2 OF 2 PAGES

EXHIBIT "A"
LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-1, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 2D, STONEGATE FILING NO. 2, 3RD AMENDMENT, RECORDED FEBRUARY 18, 1999 AT RECEPTION NO. 99015124, 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 02°19'53" WEST, A DISTANCE OF 1,259.94 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2D, ALSO BEING THE WESTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, SOUTH 00°23'53" EAST, A DISTANCE OF 170.47 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2D, ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF VILLAGE CENTER DRIVE RECORDED AT RECEPTION NO. 9426006 IN SAID OFFICIAL RECORDS, ALSO BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°54'35", AN ARC LENGTH OF 54.90 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NON-TANGENT TO SAID CURVE, NORTH 02°35'14" EAST, A DISTANCE OF 31.91 FEET;

THENCE NORTH 00°23'53" WEST, A DISTANCE OF 24.23 FEET;

THENCE NORTH 79°38'14" EAST, A DISTANCE OF 13.92 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 156.55 FEET;

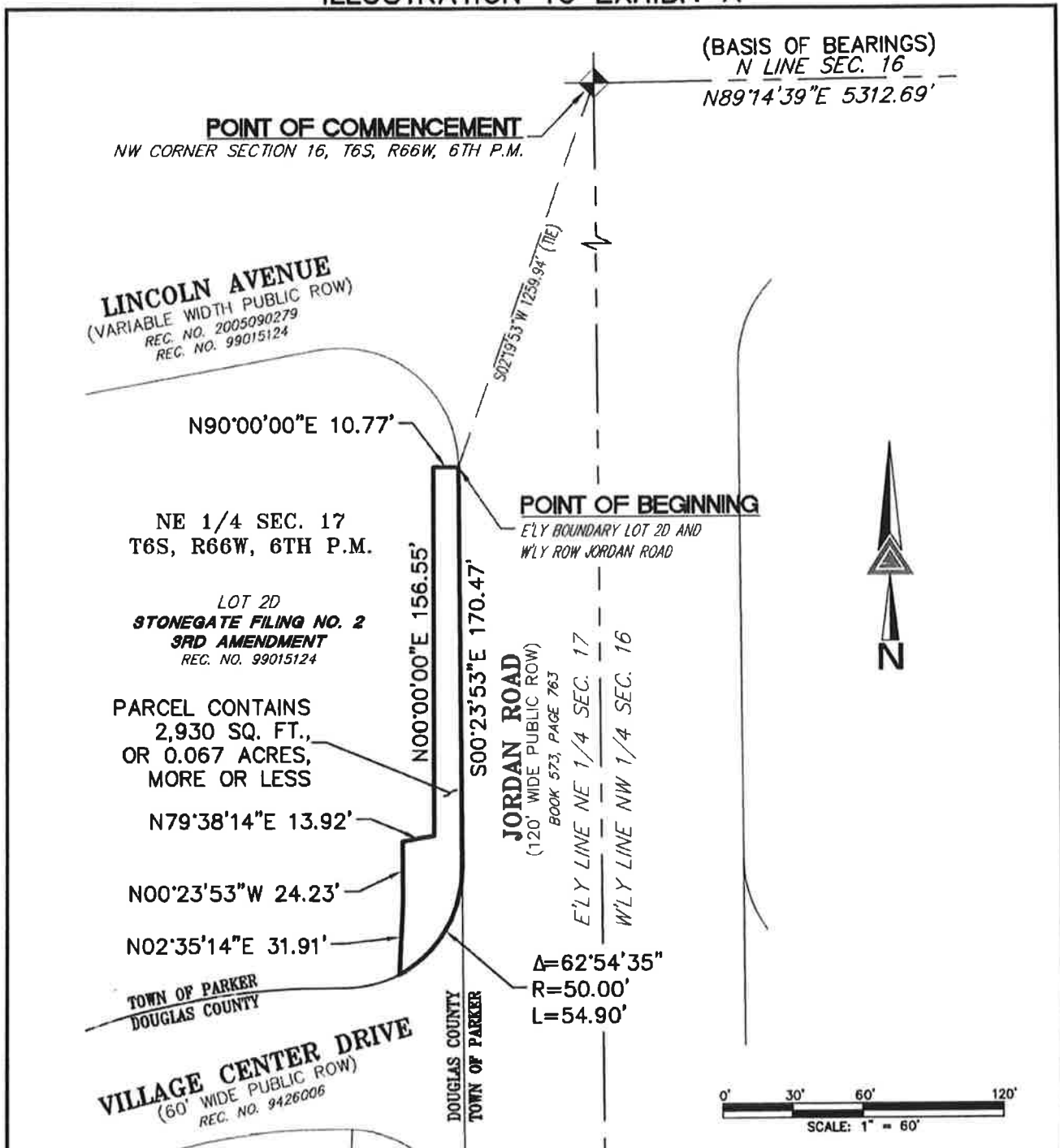
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.77 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.067 ACRES, (2,930 SQUARE FEET), MORE OR LESS.

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



ILLUSTRATION TO EXHIBIT A



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

AZTEC
CONSULTANTS, INC.

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

PARCEL NO. TCE-1
NE 1/4 SECTION 17, T6S, R66W, 6TH P.M.
TOWN OF PARKER, COLORADO

PATH: Q:\12322-01 - JORDAN ROAD WIDENING\DWG\EXHIBITS\TCE 1.DWG
JOB NUMBER: 12322-01 DATE: 12/06/2024 DWG: RDS CHK: KDS 2 OF 2 SHEETS

EXHIBIT E

Town of Parker CERTIFIED INVENTORY OF REAL & PERSONAL PROPERTY	Project No.	Parcel No. RW-6, PE-6, TCE-6 and TCE-1	
	Project Location: Lincoln Avenue and Jordan Road Widening		
	Property Owner: FirstBank of Parker		
	Property Address: 16534 Keystone Blvd., Parker, CO		

O = Fee Owner T = Tenant		R = Realty P = Personalty		M = Stone Gate Metro District	
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QUANTITY	ITEM	O/T	R/P	REMARKS
RW-6 & PE-6				
1,779 SF	Irrigated sod	M	P	To be removed by the project
4	Mature Pine Trees	M	P	To be removed by the project
1	Mature Locust Tree	M	P	To be removed by the project
1	Upright Juniper	M	P	To be removed by the project
1,449 SF	1 1/2 - inch river Rock (West end of landscaping)	M	P	To be removed by the project
1,500 SF	1 1/2 - inch river Rock (Monument Sign)	M	P	To be removed by the project
1,500 SF	Landscape Fabric	M	P	To be removed by the project
200 SF	Annual Flower Bed (Monument Sign)	M	P	To be removed by the project
7	Mocha Orange Bushes	M	P	To be removed by the project
8	Potentilla Bushes	M	P	To be removed by the project
15	Broadmoor Junipers	M	P	To be removed by the project
114 LF	Metal Landscape Edging	M	P	To be removed by the project
5	Cistena Bushes	M	P	To be removed by the project
1	Light Pole	M	P	To be removed and replaced by project.
1	Monument sign	M	P	To be protected in place
TCE-6				
500 SF	1 1/2 - inch river Rock (East end around sign)	M	P	To be removed by the project
500 SF	Landscape Fabric	M	P	To be removed by the project
70 LF	Metal Landscape Edging	M	P	To be removed by the project
5	Cistena Bushes	M	P	To be removed by the project
TCE-1 (Jordan Road)				
2,930 SF	Irrigated sod	M	P	To be removed by the project
1	Rental Space Sign	M	P	To be protected in place
All trees have drip irrigation that is tied into the main irrigation line. The flower bed near the monument sign has a separate sprinkler system that ties into the main irrigation line. Repair/replacement of the damaged sprinkler system and reconnecting of drip lines will be the responsibility of the owner. All concrete sidewalks damaged by the project will be replaced by the project. The electric lines and power to the light poles and sign will be repaired or replaced in kind by the project.				

* "R" designated items are to be included in the real estate appraisal.

I declare under penalty of perjury in the second degree, and any other applicable federal or state laws that the statements made on this document are true and complete to the best of my knowledge.	
Prepared by: Richard B. Pittenridge	Date January 16, 2024
Signature of Real Estate Specialist or Appraiser:	Date
Signature of Owner:	Date
Signature of Tenant:	Date

ORDINANCE NO. 1.640, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE PUBLIC SIDEWALK EASEMENT AGREEMENT BY AND BETWEEN UNIVERSITY OF COLORADO HEALTH AND THE TOWN OF PARKER FOR A PORTION OF LOT 2, STONEGATE FILING NO. 19, FOR 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 Public Sidewalk Easement Agreement by and between University of Colorado Health and the Town of Parker for a Portion of Lot 2, Stonegate Filing No. 19, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2024, between **UNIVERSITY OF COLORADO HEALTH**, a Colorado non-profit corporation (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 the amount of Fifty-Six Thousand, Five Hundred Dollars (\$56,500.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk and associated appurtenances including a landscape wall, which easement includes the right of the Town to perform 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 and Landscape Wall Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk and Landscape Wall Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk and Landscape Wall Easement by Grantor or any person acting by, through or on behalf of Grantor. 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 and Landscape Wall 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 pursuant to the rights granted by this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk and Landscape Wall Easement for bodily injury and property damage losses attributable to the maintenance, operation and use of the public sidewalk. The Town shall require any of its contractors performing any work or other activities within the Sidewalk and Landscape Wall Easement to maintain proper insurance applicable to the type of work to be performed, but, in all events, not less than the types and amounts of insurance prescribed in subsections (A), (B) and (C) below:

- (A) Workers' Compensation insurance with statutory limits applicable in the state of Colorado, including Employer's Liability insurance with limits not less than \$1,000,000 each accident.
- (B) Commercial General Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering personal injury, bodily injury,

death, property damage, products/completed operations and contractual liability. This policy must not include any exclusion for explosion, collapse, or underground activities (XCU).

- (C) Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of the work.

Grantee shall cause its contractor to provide evidence of such insurance to Grantor prior to any entry by such contractor upon Grantor property and such evidence shall, by a combination of unmodified ISO endorsements CG 20 10 04 13 and CG 20 37 04 13, or other endorsements that in Grantor's reasonable judgment, provide substantially the same coverage, name Grantor as an additional insured, and shall by endorsement or primary coverage extend the term "bodily injury" to include "personal injury," and the endorsement(s) issued pursuant to the requirements of this Section 4 shall contain a provision that such policy(ies) may not be terminated for nonpayment of premium or amended to reduce coverage until thirty (30) days written notice of the proposed termination or reduction has been delivered to Grantor. Copies of endorsements required by this Section 4 and copies of such insurance policies (if requested by Grantor) shall be delivered by Grantee to Grantor prior to any entry on Grantor's property by Grantee's contractor and thereafter at least ten (10) days before expiration until the completion of work by Grantee's contractor. Each insurance policy or endorsement required by this Section 4 shall be written by an insurer having a rating not less than "A-X" Best's Rating according to the most current edition of Best's Key Rating Guide as determined at the time of the policy (or renewal) is issued.

5. Indemnity. Except to the extent caused by the negligence or willful misconduct of the Grantor Group (as defined below), Grantee hereby agrees to cause its Contractor for the Lincoln Avenue Widening Project (the "Project") to indemnify and hold harmless Grantor, its respective subsidiaries, affiliates, interrelated companies, and their officers, directors, partners, members, managers, contractors, subcontractors, agents, servants, employees and the successors and assigns of each and all of the foregoing (collectively, "Grantor Group") from and against any and all claims, demands, causes of action, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees and all costs of defense), related to loss of life, bodily injury, or from loss of or damage to any of Grantor Group's property, including, without limitation, loss of use, to the extent arising out of: (a) the exercise of any right or privilege granted to Grantee's Contractor hereunder or any work performed by or on behalf of Grantee by Grantee's Contractor and its respective subcontractors, agents, servants, and employees (collectively, the "Contractor") on or adjacent to the property described in **Exhibit A**; (b) a breach of the Easement Agreement; or (c) any violation of law by Contractor in connection with the terms of the Easement Agreement during construction of the Project and during any warranty or repair work performed by the Contractor at the request or demand of the Grantee.

6. No Mechanic's Liens. Grantee shall pay or cause to be paid all sums due and payable by Grantee on account of any labor performed or materials furnished by, for or at the request of Grantee in connection with any work performed in or on the property described in **Exhibit A**. In addition, with respect to work performed pursuant to the Easement Agreement by or for Grantee, no part of property described in **Exhibit A** shall be subjected to mechanic's liens, and Grantee shall cause Grantee's Contractor to indemnify, defend and hold Grantor harmless from all loss, cost or expense, including reasonable attorney's fees, arising out of any such liens that attach to the property described in **Exhibit A** or any portion thereof as result of the exercise of any right or privilege granted to Grantee hereunder or the work performed by or for Grantee

Notary Public

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-10

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-10, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 2, STONEGATE FILING NO. 19, RECORDED OCTOBER 11, 1995 AT RECEPTION NO. 9537419, 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 41°12'24" EAST, A DISTANCE OF 1,356.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 2, SOUTH 10°31'16" EAST, A DISTANCE OF 5.59 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 73°06'51" WEST, A DISTANCE OF 42.93 FEET;

THENCE SOUTH 79°29'55" WEST, A DISTANCE OF 137.74 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 2 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2005090279 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47°58'16" EAST;

THENCE ALONG SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'00", AN ARC LENGTH OF 32.68 FEET;
2. NORTH 79°28'44" EAST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.038 ACRES, (1,663 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

