TOWN OF PARKER COUNCIL AGENDA
February 3, 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. 6:00 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 21, 2025

B. *ORDINANCE NO. 9.384 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Parker Water and Sanitation District Regarding Cost Sharing for the Improvements to Stroh Road
Department: *Engineering and Public Works, Nathan Klass*
Second Reading: *February 18, 2025*

C. *LANDLORD'S CONSENT AGREEMENT BY THE TOWN OF PARKER AND PARKER TENNIS CENTER, LLLP*
Contractor: *Parker Tennis Center, LLLP*
Department: *Town Attorney, Jim Maloney*
Parks, Recreation and Open Space, Mary Colton

D. *RESOLUTION NO. 25-006*
A Resolution Ratifying the Purchase and Binding of Insurance Coverage for the Town of Parker
Department: *Risk Management, Bryan Gentilini*
Human Resources, Amber Moreno

E. *RESOLUTION NO. 25-007*
A Resolution Finding Substantial Compliance of the Town Stroh Road and J Morgan Boulevard Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on March 24, 2025, for the Purpose of Considering Said Annexation
Department: *Community Development, Julia Duncan*
Trakit No: *ANX24-007*

F. *RESOLUTION NO. 25-009*
A Resolution to Appoint the Board of Directors of the Greater Parker Foundation
Department: *Town Manager, Michael Lawson*

G. *CONTRACTS OVER $100,000*

1. *Crack Seal and Mastic Replacement*
   Amount: *$150,661*
   Contractor: *Vance Brothers*
   Department: *Engineering and Public Works, Jim Gilbert*

2. *Tandem Axle Cab and Chassis (2 Units)*
   Amount: *$307,534*
   Contractor: *Transwest Truck Center*
   Department: *Engineering and Public Works, Jim Gilbert*

3. *Upfit of Plow, Spreader, Controls for Tandem Axle Dump Truck*
   Amount: *$240,540*
   Contractor: *OJ Watson*
   Department: *Engineering and Public Works, Jim Gilbert*

4. *Replacement and Capital Equipment (16 Units)*
   Amount: *$912,779*
   Contractor: *John Elway Chevrolet*
   Department: *Engineering and Public Works, Jim Gilbert*

5. *Replacement and Capital Equipment (5 Units)*
   Amount: *$277,226*
   Contractor: *Ken Garff Ford*
   Department: *Engineering and Public Works, Jim Gilbert*

6. *Motsenbocker Shop Materials Storage Construction Contract (CIP25-002)*
   Amount: *$408,937.50*
   Contractor: *Sabell's Civil and Landscape, LLC*
   Department: *Parks, Recreation and Open Space, Brett Collins*

5. ORDINANCES

ORDINANCE NO. 9.383 - Second 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

6. PUBLIC COMMENTS CONTINUED IF NECESSARY

7. ADJOURNMENT

Parker Town Council

Executive Session Agenda

February 3, 2025

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

1. Follow-up discussion on downtown parking and parking lot license agreement and possible updates regarding relevant Code sections

TOWN OF PARKER COUNCIL
MINUTES
JANUARY 21, 2025

Mayor Pro Tem John Diak called the meeting to order at 5:04 p.m. All Councilmembers were present, except for Mayor Joshua Rivero and Councilmember Todd Hendreks.

Town Attorney Jamie Wynn announced that there were four topics for discussion in the Executive Session 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 first topic related to insurance agreements. The second topic was regarding a Proposed Tax and Fee Assistance Agreement for Parker Mainstreet Exchange (19590 E. Mainstreet). The third topic was concerning a Proposed Property Tax and Fee Assistance Agreement for Lincoln Professional Parker (11964 Dransfeldt Road). The final topic was about a Proposed Landlord's Consent Agreement between the Town and Parker Tennis Center, LLLP.

Councilmember Brandi Wilks advised that she believed she had a conflict of interest on Item #2 on the Executive Session agenda.

After discussion, Erik Frandsen moved and Laura Hefta seconded to find that Councilmember Wilks has a conflict of interest under Town Code Section 2.05.060 with regards to a Proposed Tax and Fee Assistance Agreement for Parker Mainstreet Exchange (19590 E. Mainstreet).

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - abstained
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved on a 5-0 vote with Councilmember Wilks abstaining.

Councilmember Wilks will leave the Executive Session during Item #2.

EXECUTIVE SESSION

Brandi Wilks moved and Anne Barrington seconded to enter into Executive Session at 5:11 p.m. to hold a conference with the Town's Attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Brandi Wilks left the Executive Session at 5:40 p.m. and rejoined at 6:10 p.m.

Todd Hendreks arrived at 6:10 p.m.

Brandi Wilks moved and Todd Hendreks seconded to come out of Executive Session at 6:47 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

Items discussed during the Work Session were as noted below:

- Douglas County Youth Initiative Awards Program
- Clothing for conferences and meetings
- Survey of Denver Metro area regarding pay of Councilmembers

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

The motion was approved unanimously.

REGULAR SESSION

Mayor Pro Tem Diak reconvened the meeting at 7:03 p.m. with all Councilmembers present, except for Mayor Joshua Rivero.

Mayor Pro Tem Diak led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. APPROVAL OF MINUTES - 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*

Todd Hendreks moved and Laura Hefta seconded to approve Consent Agenda Items 4A through 4D.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

TOWN MANAGER

Winter 2025 Town Manager Report
A written report from the Town Manager was supplied to Town Council as part of the Council packet and is available on the Town's website and social media.

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

The purpose of this ordinance was to approve an Intergovernmental Agreement with Stonegate Village Metropolitan District (SVMD) regarding median improvements on Jordan Road between Stonegate Parkway and Prairieland Lane. As part of the Lincoln Avenue and Jordan Road Widening Project, it was identified that additional right-of-way, permanent easements, and temporary construction easements would be required from 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 Prairieland 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.

Public Comments: None.

Todd Hendreks moved and Brandi Wilks seconded to approve Ordinance No. 9.382 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

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

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

Public Comments: None.

1. **ORDINANCE NO. 1.639 - Second 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
Brandi Wilks moved and Anne Barrington seconded to approve Ordinance No. 1.639 on second reading.

   A roll call vote was taken:
   Todd Hendreks - yes
   Anne Barrington - yes
   Brandi Wilks - yes
   John Diak - yes
   Erik Frandsen - yes
   Laura Hefta - yes

   The motion was approved unanimously.

2. **ORDINANCE NO. 1.640 - Second 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
Brandi Wilks moved and Erik Frandsen seconded to approve Ordinance No. 1.640 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT
Mayor Pro Tem Diak adjourned the meeting at 7:29 p.m.

______________________________ ______________________________
Susan L. Irvine, Deputy Town Clerk John Diak, Mayor Pro Tem

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.384 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Parker Water and Sanitation District Regarding Cost Sharing for the Improvements to Stroh Road

Department: **Engineering and Public Works, Nathan Klass**

Second Reading: **February 18, 2025**

EXECUTIVE SUMMARY

The purpose of the ordinance is to approve the Intergovernmental Agreement (IGA) with Parker Water & Sanitation District (PWSD) for construction funding associated with the proposed waterline installation as part of the Stroh Widening Project. This IGA is needed to formalize and fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Stroh Road Widening Project is located between J Morgan Boulevard and Crowfoot Valley/Motsenbocker Road. The scope of the project includes widening Stroh Road to the south by two lanes and constructing a bridge over Cherry Creek. In addition to widening Stroh Road, the extension of J Morgan Boulevard will take place to the south connecting to the existing South Metro Fire Station. A traffic signal will be installed at the intersection of J Morgan Boulevard and Stroh Road. There will be multiple sidewalk improvements and connections along this stretch of road. There will also be two sand filters installed with this project to treat the stormwater runoff in the project area.

In 2024, the PWSD submitted a site plan application for installation of a new waterline that runs north to south along Cherry Creek. The new waterline is designed to be connected to an existing line located on PWSD property on the south side of Stroh Road. The new waterline was designed to cross Stroh Road in order to make the connection. PWSD staff engaged Town staff in 2024 to coordinate the design and installation of this waterline. Phasing coordination has taken place, and it was determined that the best timing to install the waterline is with the Stroh Widening Project.

The design has been completed for the waterline and PWSD is requesting the Town install the waterline with the contractor selected for the Stroh Widening Project. PWSD will reimburse the Town for the installation of this portion of the waterline and all costs will be tracked through a separate project bid schedule. The Town and PWSD have a history of coordinating and cooperating on utility work on other capital improvement projects where the Town is the lead entity with PWSD funding the utility installation work. Additionally, the Town is requesting easements and additional right-of-way from PWSD to complete the Stroh Widening Project. PWSD is granting the requested right-of-way and easements in exchange for utility easements needed on Town property to complete the construction of the waterline north of Stroh Road.

To formalize this arrangement, an IGA is being proposed. PWSD will be responsible for funding the installation of the waterline. The bid items for the PWSD waterline work have been separated from the main roadway/bridge construction contract by a separate bid schedule. The Project will be competitively bid in February and results will be shared with PWSD. Once reviewed, PWSD will pay the Town for the installation work within thirty (30) days of notification. The Town is responsible for completion of the waterline installation work, and the exchange of easements will be recorded after the execution of the proposed IGA.

FINANCIAL IMPACT

None to the Town. PWSD is responsible for the costs associated with the waterline installation work and payment to the Town would be made within 30 days of notification.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.384

RECOMMENDED MOTION

I move to approve Ordinance No. 9.384 on first reading and to schedule second reading for February 18, 2025, as part of the consent agenda.

ORDINANCE NO. __9.384__, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE PARKER WATER AND SANITATION DISTRICT REGARDING COST SHARING FOR THE IMPROVEMENTS TO STROH ROAD

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement By and Between the Town of Parker and the Parker Water and Sanitation District Regarding Cost Sharing for the Improvements to Stroh Road, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 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 AND THE PARKER WATER AND SANITATION DISTRICT REGARDING COST SHARING FOR THE IMPROVEMENTS TO STROH ROAD

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this ________________________, by and between the Town of Parker, a Colorado home-rule municipality (the "Town"), and the Parker Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (the "District").

RECITALS

WHEREAS, C.R.S. § 29-1-203 authorizes the Town and the District as political subdivisions to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the Town and the District desire to cooperate in coordinating their respective public improvement projects to minimize their impact on the community;

WHEREAS, the Town will be constructing a portion of Stroh Road (the "Stroh Road Improvements") which can facilitate the installation of District infrastructure under Stroh Road, generally located between the Crowfoot Valley Road intersection and the J Morgan Boulevard intersection (the "Lines");

WHEREAS, the District desires to install infrastructure on Town property including Stroh Road.

WHEREAS, the Town desires to incorporate the design, construction and installation of the Lines (the "Project") into its contract for the construction of the Stroh Road Improvements and desires to perform the work as part of the Stroh Road Improvements;

WHEREAS, the District has engaged a consultant to design their proposed infrastructure at no cost to the Town.

WHEREAS, the District shall pay the costs of the Project to the Town;

WHEREAS, the Town shall grant the District a utility easement for such portion of the Lines that are placed outside of the Town's right-of-way at no cost to the District; and

WHEREAS, the District shall grant the Town right-of-way and easements necessary for the construction of Stroh Road.

WHEREAS, the Town and the District agree that it is in the best interests of the residents of both the Town and the District for the Town and the District to cooperate and coordinate the Lines work in the manner set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the District hereby agree as follows:

1. Project Improvements. The Town will construct the entire Project, as described in **Exhibit A**, which is attached hereto and incorporated by this reference, subject to the allocation of costs described in Paragraph 2 herein being paid directly to the Town.

2. Allocation of Costs. The District shall pay the entire cost of the construction of the Project, which includes the design, construction and installation of the Lines, but which shall not include other unrelated costs for the Town's Stroh Road Improvements.

   a. Within thirty (30) calendar days after the Town notifies the District that it has awarded a bid for the Project, including the dollar amount of the awarded contract, the District will pay the full amount set forth in the notice to the Town. The Town shall disburse payment to the contractor for the Project using the funds provided by the District. In the event that the Project requires additional funds for completion, the Town will provide the District notice of the additional amount required, and the District shall pay such amount to the Town within thirty (30) days of receipt of such notice. In the event that there are funds remaining upon completion of the Project, the Town will refund such remaining amount to the District upon the later of the completion of the Project or the expiration of any warranty period required by the construction contract for the Project.

   b. In the event that the District fails to pay the amount required for the Project within thirty (30) days from the receipt of the Town's notice, interest will accrue at the legal rate of interest.

3. Bidding of the Project. The Town intends to bid the Project as a separate bid item when conducting the bid process for the Stroh Road Improvements. Once final bids are received, the Town shall diligently pursue the completion of the Project.

4. Grant of Utility Easement and Temporary Construction Easement to the District. Upon final approval of this Agreement, the Town shall execute, as Grantor, the following documents: a) a utility easement agreement necessary for the Project, in substantially the form attached hereto as **Exhibit B-1** and incorporated by this reference; and b) a temporary construction easement necessary for the Project, in substantially the form attached hereto as **Exhibit B-2** and incorporated by this reference, and deliver such easements to the District for the maintenance and operation of that portion of the Lines that will be relocated outside of the Town's right-of-way for the Project.

5. Grant of Right-of-Way Deed and Easements to the Town. Upon final approval of this Agreement, the District shall execute, as Grantor, the following documents: a) a special warranty deed necessary for the Project, in substantially the form attached hereto as **Exhibit C-1** and incorporated by this reference; b) permanent easement agreements necessary for the Project, in substantially the forms attached hereto as **Exhibits C-2, C-3, and C-4**, and incorporated by this reference; and c) a temporary construction easement necessary for the Project, in substantially the

form attached hereto as **Exhibit C-5** and incorporated by this reference, and deliver such deed and easements to the Town for the right-of-way and easements necessary for the Stroh Road Improvements.

6. Time for Performance. The parties agree to use their best efforts to substantially complete the Project by August 28, 2026 and to have the Lines operational.

7. Remedies. The parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Paragraph 2 of this Agreement.

8. Notices.

a. Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town:	Town of Parker Attn: Engineering/Public Works Department 20120 E. Mainstreet Parker, Colorado 80138 Publicworks@parkeronline.org
and (send to all)	Town of Parker Attn: Legal/Town Attorney 20120 E. Mainstreet Parker, Colorado 80138 contracts@parkeronline.org
To the District:	Parker Water and Sanitation District Attn: Ron Redd, District Manager 18100 E. Woodman Drive Parker, Colorado 80134 rredd@pwsd.org

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

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

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

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

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

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

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

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

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

[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

PARKER WATER AND SANITATION DISTRICT

By: ___________________________________
Ron Redd, District Manager

Date: ___________________________________

ATTEST:

____
Lisa Sindall, Engineering Coordinator

EXHIBIT A

DESCRIPTION OF THE PROJECT
DESIGN, CONSTRUCTION, AND INSTALLATION OF THE LINES

(*See attached*)

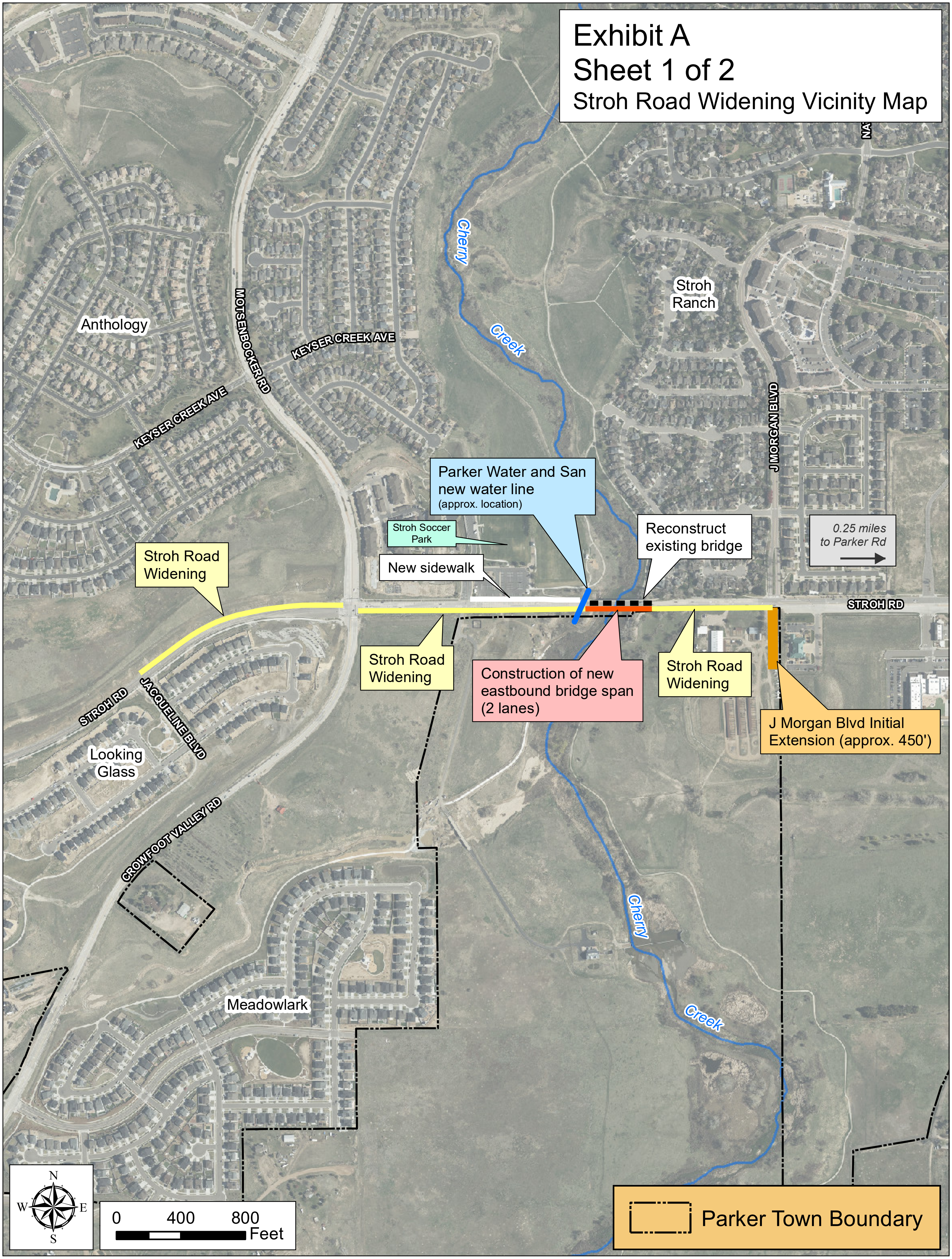


Exhibit A
Sheet 1 of 2
Stroh Road Widening Vicinity Map
Cherry
Creek
Stroh
Ranch
Anthology
MOTSENBOCKER RD
KEYSER CREEK AVE
KEYSER CREEK AVE
J MORGAN BLVD
Parker Water and San
new water line
(approx. location)
Stroh Soccer
Park
Reconstruct
existing bridge
0.25 miles
to Parker Rd
New sidewalk
Stroh Road
Widening
STROH RD
Stroh Road
Widening
Construction of new
eastbound bridge span
(2 lanes)
Stroh Road
Widening
J Morgan Blvd Initial
Extension (approx. 450')
STROH RD
JACQUELINE BLVD
Looking
Glass
CROWFOOT VALLEY RD
Cherry
Creek
Meadowlark
N
W
E
S
0
400
800
Feet
Parker Town Boundary

Exhibit A
Sheet 2 OF 2

STROH WIDENING PWSD WATER CROSSING CONCEPT PLAN
DATE: 11/5/2024

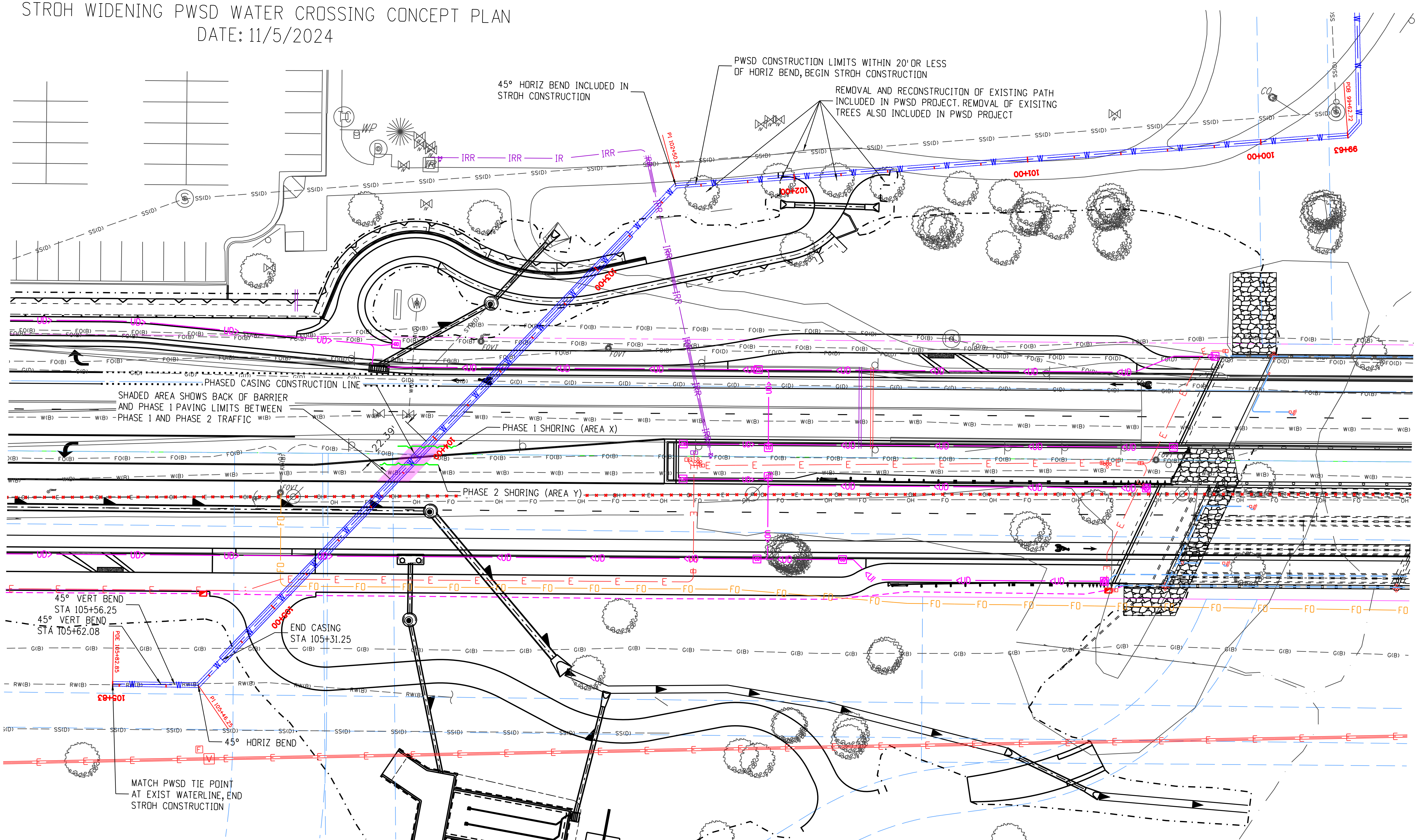


EXHIBIT B-1

FORM OF UTILITY EASEMENT AGREEMENT FROM THE TOWN OF PARKER TO PARKER WATER AND SANITATION DISTRICT

(*See attached*)

EXHIBIT B-1

EASEMENT AGREEMENT
STROH ROAD EXTENSION PROJECT

THIS EASEMENT AGREEMENT is dated _____________________, 2025, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install water pipelines in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit 1** attached hereto and incorporated herein (the "Easement Property"); and

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

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

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

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

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

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

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

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

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

5. <u>Miscellaneous</u>.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

Town of Parker, Colorado

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

ATTEST:

By: ___*Exhibit – do not sign.*______
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_______*Exhibit – do not sign.*_______
Jamie Wynn, Town Attorney

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political subdivision

By: ____*Exhibit – do not sign.*________
Ron R. Redd, P.E., District Manager

ATTEST:

By: ____*Exhibit – do not sign.*________
Lisa Sindall, Engineering Coordinator

EXHIBIT B-2

FORM OF TEMPORARY CONSTRUCTION EASEMENT FROM THE TOWN OF PARKER TO PARKER WATER AND SANITATION DISTRICT

(*See attached*)

EXHIBIT B-2

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Town of Parker to Parker Water and Sanitation District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of __________________, 2025, between the TOWN OF PARKER**,** a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantor"), and THE PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134 (the "Grantee").

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

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

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

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

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

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

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

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

GRANTOR: TOWN OF PARKER

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

ATTEST:

_______ *Exhibit – do not sign.*_______
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_______ *Exhibit – do not sign.*_______
Town Attorney's Office

GRANTEE: PARKER WATER & SANITATION DISTRICT, a Colorado special district and political subdivision

By: _______ *Exhibit – do not sign.*________
Ron R. Redd, P.E., District Manager

ATTEST:

_______ *Exhibit – do not sign.*_______
Lisa Sindall, Engineering Coordinator

EXHIBIT C-1

FORM OF SPECIAL WARRANTY DEED FROM PARKER WATER AND SANITATION DISTRICT TO THE TOWN OF PARKER

(*See attached*)

SPECIAL WARRANTY DEED

PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, Grantor, whose street address is 13939 Ancestry Drive, 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 conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit A**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit B**, attached hereto and made a part hereof.

Signed this _____ day of ______________, 2025.

GRANTORS: PARKER WATER & SANITATION DISTRICT, a Colorado special district and political subdivision

By: _______ *Exhibit – do not sign.*_______
Ron R. Redd, P.E., District Manager

STATE OF COLORADO)
)ss.
COUNTY OF ___________)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Ron R. Redd, P.E., as District Manager of Parker Water and Sanitation District, a Colorado special district and political subdivision.

My commission expires: ______________________.

SEAL

_______ *Exhibit – do not sign.*_______
Notary Public

EXHIBITS C-2, C-3, AND C-4

FORMS OF PERMANENT EASEMENT FROM
PARKER WATER AND SANITATION DISTRICT TO THE TOWN OF PARKER

(*See attached*)

SLOPE AND DRAINAGE EASEMENT
(Stroh Road)

THIS SLOPE AND DRAINAGE EASEMENT, made this ____ day of __________________, 2025, by and between THE PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, whose legal address is 13939 Ancestry Drive, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER**,** a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Easement Property").

The purpose of this Easement is to provide and maintain (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage and drainage facilities, as determined by the Parker Engineering/Public Works Department, for a public roadway, stormwater detention, 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/infrastructure.

Grantor retains the right to use the Easement 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 the Easement Property or grant any easements upon, over, across or under the Easement 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.

Grantor for itself, its successors and assigns, does covenant, grant, bargain and agree with the Grantee, its successors and assigns, that at the time of the signing and delivery of this easement, he is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above easement in the manner and form set forth above, and that the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Easement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, upon the construction of an approved development on the Easement Property which provides the necessary subjacent support, drainage and protection of Stroh Road that is created by this Easement, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

GRANTOR: **PARKER WATER & SANITATION DISTRICT, a Colorado special district and political subdivision**

BY: _______ *Exhibit – do not sign.*_______
Ron R. Redd, P.E., District Manager

ATTEST:

_______ *Exhibit – do not sign.*_______
Lisa Sindall, Engineering Coordinator

TOWN OF PARKER, COLORADO

_______ *Exhibit – do not sign.*_______
Joshua Rivero, Mayor

ATTEST:

_______ *Exhibit – do not sign.*_______
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_______ *Exhibit – do not sign.*_______
Jamie Wynn, Town Attorney

EXHIBIT C-3

NONEXCLUSIVE RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _______________, 2025, between THE PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, whose address is 13939 Ancestry Drive, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipal corporation (the "Town").

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Town a recreation easement for a bike, pedestrian and equestrian trail, including the construction, major repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property" of the "Trail."

2. Infringement and Correction.

a. The Town is hereby given and granted possession of the above-described 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 above-described easement, except as provided herein. The Grantor further covenants and agrees that in the event the terms of this paragraph are violated by 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.

b. In the event Grantor commences construction that affects that above-described easement in any manner, or causes equipment to cross the above-described easement during any construction, Grantor shall give the Town prior notice of such construction activity. Any construction activity shall be coordinated with the Town in such a manner that it will not interfere with the above-described easement.

3. Obligations of the Town. The Town shall construct the Trail and shall also be responsible for all major repairs, removal and replacement of the Trail so that the Trail is 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 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 Trail Easement Across the Grantor's Property for bodily injury and property damage losses attributable to the operation and use of the Trail and the construction, major repair, removal and replacement of the Trail.

5. Binding Effect. The terms and provisions of this 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.

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

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

Executed and delivered the day and year first above written.

GRANTOR: PARKER WATER & SANITATION DISTRICT, a Colorado special district and political subdivision

By: _______ *Exhibit – do not sign.*_______
Ron R. Redd, P.E., District Manager

ATTEST:

_______ *Exhibit – do not sign.*_______
Lisa Sindall, Engineering Coordinator

TOWN OF PARKER, COLORADO

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

ATTEST:

_______ *Exhibit – do not sign.*_______
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_______ *Exhibit – do not sign.*_______
Jamie Wynn, Town Attorney

EXHIBIT C-4

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ___ day of ____________, 2025, by and between THE PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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 providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

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

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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 the real property identified on **Exhibit A**. 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.

5. 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.

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

7. 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.

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

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

GRANTOR: PARKER WATER & SANITATION DISTRICT, a Colorado special district and political subdivision

_______ *Exhibit – do not sign.*_______
Ron R. Redd, P.E., District Manager

ATTEST:

_______ *Exhibit – do not sign.*_______
Lisa Sindall, Engineering Coordinator

GRANTEE: TOWN OF PARKER

_______ *Exhibit – do not sign.*_______
Joshua Rivero, Mayor

ATTEST:

_______ *Exhibit – do not sign.*_______
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_______ *Exhibit – do not sign.*_______
Town Attorney's Office

EXHIBIT C-5

FORM OF TEMPORARY CONSTRUCTION EASEMENT FROM PARKER WATER AND SANITATION DISTRICT TO THE TOWN OF PARKER

(*See attached*)

EXHIBIT C-5

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Parker Water and Sanitation District to Town of Parker)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of __________________, 2025, between THE PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER**,** a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

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

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

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

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

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

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

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

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

GRANTOR: PARKER WATER & SANITATION DISTRICT, a Colorado special district and political subdivision

By: _______ *Exhibit – do not sign.*_______
Ron R. Redd, P.E., District Manager

ATTEST:

_______ *Exhibit – do not sign.*_______
Lisa Sindall, Engineering Coordinator

GRANTEE: TOWN OF PARKER

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

ATTEST:

_______ *Exhibit – do not sign.*_______
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_______ *Exhibit – do not sign.*_______
Town Attorney's Office

PARKER COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Jim Maloney, Assistant Town Attorney
Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Manager

Title: **LANDLORD'S CONSENT AGREEMENT BY THE TOWN OF PARKER AND PARKER TENNIS CENTER, LLLP**

Contractor: **Parker Tennis Center, LLLP**

Department: **Town Attorney, Jim Maloney**
Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

In 2017, the Town Council (Landlord) leased 4.9 acres of Town-owned land (2017 Lease) to Parker Tennis Center, LLLP (Tenant), including authorization for a construction loan to construct a tennis/racquet facility. In 2022, the Landlord approved a Landlord Consent Agreement authorizing the Tenant to refinance the construction loan for improvements constructed on the Town-owned land pursuant to the 2017 Lease (2022 Loan). The Tenant wants to refinance the 2022 Loan to construct the Phase 3 improvements on the Town-owned land, which requires Landlord approval.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Landlord approved the 2017 Lease to allow the Tenant to construct and operate a tennis/racquet facility on a 4.9-acre site owned by the Landlord, which is located directly west of the existing Parker Fieldhouse. Under Section 6.01 of the Lease, the Landlord acknowledged that the Tenant was permitted to obtain initial construction loans in the principal amount of $5,000,000, to be secured by a leasehold mortgage, provided that the Tenant injected at least $1,000,000 of equity into the project. The Lease also provided that the Tenant was entitled to refinance the debt, subject to the satisfaction of certain requirements. In 2022, the Landlord approved the refinancing of the original construction loan, which was in the amount of $4,850,000.

The Tenant wants to refinance the 2022 Loan and increase the loan amount to $5,135,574.63, to finance the construction of the third and final phase of the improvements, which includes additional indoor courts (2025 Loan). Under the Lease, the Tenant is required to prove that the increase in the loan amount is less than 85% of the current fair market value of the 4.9-acre site, as improved. The current appraisal for the 4.9-acre site established that the 2025 Loan amount is less that 85% of the current fair market value of the 4.9-acre site.

Under the Lease the Town Council will need to approve the 2025 Loan, in the form of the attached Landlord Consent Agreement.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Parker Tennis Landlord's Consent Agreement

RECOMMENDED MOTION

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

LANDLORD'S CONSENT AGREEMENT

This LANDLORD'S CONSENT AGREEMENT (this "*Agreement*") is made as of _____________, 2025, by **The Town of Parker, Colorado**, a home rule municipal corporation ("*Landlord*") and **Parker Tennis Center, LLLP**, a Colorado limited liability limited partnership ("*Tenant*"), in favor of **Westerra Credit Union**, a member-owner cooperative association formed under the laws of the State of Colorado ("*Lender*").

RECITALS

A. Pursuant to that certain Ground Lease, dated October 2, 2017, between Landlord and Tenant (the "*Lease*"), Landlord did demise and let to Tenant, and Tenant did hire and take from Landlord, a leasehold interest in that certain premises located in the Town of Parker, County of Douglas, State of Colorado, as more particularly described on Exhibit A attached hereto and made a part hereof (the "*Property*");

B. Lender intends to modify a certain loan to Tenant in the modified principal amount of Five Million One Hundred Thirty-Five Thousand Five Hundred Seventy Four and 63/100 Dollars ($5,135,574.63), secured by Tenant's interest in the Lease pursuant to the Leasehold Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents dated February 9, 2023, and recorded February 9, 2023, at Reception No. 2023005786, as modified contemporaneously herewith pursuant to the modification to be recorded in the real property records of Douglas County, Colorado ("*Leasehold Mortgage").*

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) paid by Tenant to Landlord and of other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease is hereby modified, amended and supplemented as follows:

1. In addition to the rights of the Leasehold Mortgagee under the Lease, so long as such Leasehold Mortgage shall remain unsatisfied, the following shall apply:

1.1. Landlord, upon serving Tenant with any notice hereunder or under the provisions of, or with respect to, the Lease, shall also serve a copy of such notice upon the holder or holders of the Leasehold Mortgage (Lender and such holder or holders, and their successors and assigns from time to time, each a "*Leasehold Mortgagee*" or "*Recognized Mortgagee*") (in the same manner as required by the Lease for notices to Tenant) at the address the Leasehold Mortgagee shall designate in writing to Landlord.

1.2. In the event that Tenant shall be in default under the Lease, other than a Personal Default (as defined herein), the Leasehold Mortgagee shall have the right, but not the obligation, to remedy such default, or cause the same to be remedied, within sixty (60) days after the expiration of all applicable grace or cure periods as provided to Tenant in the Lease. If such default cannot be remedied during such 60 day period, then the Leasehold Mortgagee shall have such period of time as is necessary to remedy such default (not to exceed one hundred twenty (120) days), provided the holder of the Leasehold Mortgage has commenced to cure such default within such 60 day period and continues to diligently prosecute the same, but further provided that such 120-day period shall be further extended for such period as shall be necessary for Leasehold Mortgagee to acquire possession of the Property in order to cure such default. Any Personal Default shall be deemed cured whether or not such default is cured, but as to Recognized Mortgagee only and not as to Tenant. Landlord shall accept such performance by or at the instance of the Leasehold Mortgagee as if the same had been made by Tenant. A "Personal Default" is a default that (i) cannot be cured by the payment of money or performance of maintenance, repair, or construction work or (ii) is otherwise not susceptible to cure by the Recognized Mortgagee.

1.3. Notwithstanding anything in the Lease to the contrary, if, pursuant to the provisions of the Lease or as a matter of law, Landlord shall have the right to terminate the Lease, then Landlord shall take no action to terminate the Lease as against Leasehold Mortgagee without first giving to the Leasehold Mortgagee written notice of such right. The time of the Recognized Mortgagee or its nominee or designee to cure any default by Tenant which reasonably requires that said Recognized Mortgagee or its nominee or designee be in possession of the Property to do so, or the time for a Recognized Mortgagee or its nominee or designee to obtain Tenant's interest in the Property in order to elect to enter into a new lease with Landlord as provided in subsection 1.4 below, shall be deemed extended to include the period of time required by said Recognized Mortgagee to obtain such possession or obtain Tenant's interest in the Property (by foreclosure or otherwise) with due diligence; provided, however, that such Recognized Mortgagee or its nominee or designee shall have delivered to Landlord, within thirty (30) days of Recognized Mortgagee's receipt of notice from Landlord of its right to terminate the Lease as set forth in this section, its written commitment to cure outstanding defaults reasonably requiring possession of the Property and which are reasonably susceptible of being cured by the Recognized Mortgagee or its nominee or designee; and further provided, however, that during such period all other obligations of Tenant under this Lease are being duly performed to the extent that such other obligations are reasonably susceptible of being performed by such Recognized Mortgagee or its nominee or designee.

1.4. In the case of the termination of the Lease by reason of any Event of Default, Landlord shall give prompt notice thereof to the Lender. On written request of the Lender made at any time within thirty (30) days after the receipt of such termination notice, Landlord shall execute and deliver within thirty (30) days, a new lease ("*New Lease*") of the Premises including all improvements thereon to the Leasehold Mortgagee or its nominee or designee, or any of its affiliates, for the remainder of the term of the Lease upon all of the covenants, conditions, limitations and agreements contained in the Lease, if the Leasehold Mortgagee or its nominee or designee or its affiliates pays to Landlord simultaneously with the execution and delivery of the New Lease, any unpaid base rent and additional rent due under the Lease to and including the date of the commencement of the term of the New Lease, cures any other defaults under the Lease (other than Personal Defaults), performs any unfulfilled obligations of Tenant which are reasonably capable of being fulfilled by Leasehold Mortgagee or its nominee or designee and pays all expenses, including without limitation, reasonable attorneys fees and disbursements and court costs, incurred by Landlord in connection with the termination of the Lease and in preparation of the New Lease.

1.5. In the event that Leasehold Mortgagee or its nominee or designee succeeds to the interests of the Tenant under the Lease by reason of a default under, and foreclosure of, the Mortgage or the surrender thereof (whether voluntary or by operation of law), then (i) Leasehold Mortgagee or its nominee or designee shall be bound to Landlord under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and Leasehold Mortgagee or its nominee or designee shall cure such defaults of Tenant under the Lease, other than Personal Defaults, that are reasonably capable of being cured by Leasehold Mortgagee or its nominee or designee, (ii) Leasehold Mortgagee or its nominee or designee shall attorn to Landlord, as its landlord, and (iii) Landlord shall recognize and accept such attornment and the Lease shall continue as a direct lease between Landlord and Leasehold Mortgagee or its nominee or designee, subject to and in accordance with the terms thereof and hereof. The Leasehold Mortgagee or its nominee or designee shall not have the right to assign, transfer or sell its interest in said Lease to a third party without satisfying the terms under Section 6 of the Lease. The foregoing attornment and recognition shall be effective and self-operative without the execution of any further instruments by Landlord, provided that Leasehold Mortgagee or its nominee or designee shall not be obligated to pay any rent to Landlord until Leasehold Mortgagee or its nominee or designee has succeeded to Tenant's interest under the Lease, provided further that Leasehold Mortgagee or its nominee or designee shall be obligated to pay rent to Landlord and to perform the obligations of Tenant under the Lease pursuant to the terms of item (i) in the first sentence of this subsection 1.5 immediately upon Leasehold Mortgagee or its nominee or designee succeeding to Tenant's interest under the Lease

1.6. Any notice or other communication which is required to give to or serve upon the parties hereto shall be in writing and shall be served by certified mail, return receipt requested, as follows:

Landlord: The Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tenant: Parker Tennis Center, LLLP
10651 Clarkeville Way
Parker, CO 80134

Lender: Westerra Credit Union
3700 E. Alameda Avenue
Denver, CO 80209

1.7. No union of the interests of Landlord and Tenant shall result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.

2. Landlord and Tenant acknowledge and agree that for so long as the Lease or any New Lease shall be in effect, Tenant (or the holder of Tenant's interest in the Lease or any New Lease) shall own any and all improvements, buildings and equipment on the Property.

3. Landlord hereby consents to Tenant's grant, if any, to Leasehold Mortgagee of a security interest in the personal property owned by Tenant and located at the Property (such personal property to include all equipment, trade fixtures, inventory, accounts, instruments, chattel paper and general intangibles) and a collateral assignment of subleases by Tenant of all or any portion of the Property and the rents, issues and profits therefrom, if any (collectively "*Personal Property*"). Landlord agrees that unless and until the Lease is terminated and subject to Leasehold Mortgagee's right to recover such Personal Property, and in the absence of a New Lease, Landlord shall have no interest in such Personal Property, whether granted pursuant to the Lease or by statute. Landlord hereby subordinates, as to Leasehold Mortgagee, any and all liens, including distraint and levy, that Landlord may have in or against the Personal Property, whether now owned or hereafter acquired. As a result, Leasehold Mortgagee's security interest in the Personal Property is and shall be prior and superior to any rights that Landlord may have in such Personal Property, if any.

4. In the event of Tenant's default under the Lease, the Leasehold Mortgage, the loan of Leasehold Mortgagee, or termination of the Lease by Landlord, Landlord shall grant Leasehold Mortgagee access to the Premises for a period of up to the later of (i) 30 days after notice of termination of the Lease by Landlord; or (ii) 90 days after notice of any of the foregoing occurrences other than a Lease termination to allow Leasehold Mortgagee to remove any of the personal property of Tenant (as defined above) from the Premises. Leasehold Mortgagee shall repair any damage Lender, or its agents, cause to the Premises during the removal of any of the personal property. Notwithstanding the foregoing, such period for repossession of the personal property shall be extended for such reasonable period as shall be necessary for Leasehold Mortgagee to acquire possession of the Premises to gain access to the Premises to remove such personal property so long as Leasehold Mortgagee is diligently pursuing possession of the Premises.

5. Landlord does hereby represent and warrant to, and covenant with, Lender that:

5.1. Landlord consents to the Leasehold Mortgage loan from Westerra Credit Union to Tenant in the amount of $5,160,000.00 and consents to the Leasehold Mortgage.

5.2. Landlord agrees that if it elects to mortgage Landlord’s interest in the Premises, the Lease shall not be subordinated to any such mortgage.

5.3. The Lease is in full force and effect, to the actual knowledge of Landlord there is no uncured event of default by Tenant on the Lease, and all rental and/or other payments due pursuant to the Lease are current.

5.4. To the actual knowledge of the Landlord, it has no claims, defenses, or offsets of any kind or character with respect to the Lease and all provisions of the Lease are in full force and effect.

5.5. To the actual knowledge of the Landlord, Landlord has not executed any contract or agreement for the sale of the Premises or granted to any person or entity an option to purchase all or any portion of the Premises.

5.6. To the actual knowledge of Landlord without investigation, there is no action, proceeding, or investigation at law or in equity before or by any court, public board, or body, nor does Landlord have actual knowledge of any basis for such action, proceeding, or investigation which calls into question the ability of the Landlord to perform its obligations under the Lease or this Agreement.

5.7. Except as permitted herein, no cancellation, termination, surrender, acceptance of surrender, amendment, or modification of the Lease which modifies the term, the rent, or affects, in any manner the economic value of the Lease, shall be made without Leasehold Mortgagee's written consent, which written consent shall not be unreasonably withheld or delayed.

5.8. Leasehold Mortgagee (and its nominee or designee) assumes no liability or obligations under the Lease, or any extension or renewal thereof, unless or until it succeeds to the interest of Tenant thereunder and then subject to and in accordance with the terms of the Lease and this Agreement following its assignment of the Lease, it shall have no liability for obligations first arising under the Lease from and after the effective date of such assignment.

5.9. Tenant took possession of the Premises on or about October 2, 2017, and has paid rent through the term, as defined in the Lease.

5.10. The term of the Lease commenced on October 2, 2017, and terminates on October 7, 2047. Tenant may, at its option and subject to the conditions and provisions set forth in the Lease, extend the term for one (1) additional period of ten (10) years, in accordance with the provisions of the Lease. At the end of the term of the Lease, the Landlord shall become the owner of the improvements located on the Premises free and clear of any encumbrances pursuant to the terms of the Lease.

5.11. The Lease is unmodified except as indicated herein.

5.12. To the actual knowledge of Landlord, no act event, omission or condition has occurred or exists which, together with notice and/or the passage of time, would constitute a default by any party under the Lease.

6. Landlord's recourse against any Leasehold Mortgagee shall be expressly limited to the Leasehold Mortgagee's interest in the Lease.

7. This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively, when executed by all parties, shall constitute one and the same agreement.

8. In the event of inconsistency between Lease and this Agreement as to the rights, benefits and obligations of the Leasehold Mortgagee, the terms of this Agreement shall govern.

9. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to he executed as of the day and year first above written.

LANDLORD:

TOWN OF PARKER, a home rule municipal corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

TENANT:

PARKER TENNIS CENTER LLLP
a Colorado limited liability limited partnership

By: **PARKER TENNIS CO., LLC**
a Colorado limited liability company
its General Partner

By: Signed by: Barry E. Riddle B6A36BD4424F470... ______________________________
Barry E. Riddle, Manager

LENDER:

WESTERRA CREDIT UNION, a member-owned cooperative association formed under the laws of Colorado

By: DocuSigned by: 9A9235BEF0394CA... ______________________________
Andrew Gardner
Vice President of Commercial Lending

Exhibit A

Description of the Property

Leasehold interest in Lot 2A, Twenty Mile Industrial Park Subdivision Filing No. 2, 1st Amendment, Subdivision Exemption Plat, County of Douglas, State of Colorado, pursuant to the Ground Lease dated October 2, 2017 by and between the Town of Parker, a Colorado home rule municipal corporation, as Landlord, and Parker Tennis Center, LLLP, a Colorado limited liability limited partnership, as Tenant, as referenced in the Memorandum of Lease recorded October 3, 2017, at Reference #2017067051, in the records of the Clerk and Recorder of Douglas County, Colorado.

33957847_v2

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Amber Moreno, Human Resources Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-006**
A Resolution Ratifying the Purchase and Binding of Insurance Coverage for the Town of Parker

Department: **Risk Management, Bryan Gentilini**
Human Resources, Amber Moreno

EXECUTIVE SUMMARY

If approved, this resolution will ratify the purchase and binding of insurance coverage for the Town of Parker for the year 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Insurance is a necessary requirement of the Town to cover any unexpected losses. Risk Management identifies exposures and works to mitigate those exposures through risk avoidance, risk transfer and risk acceptance. The Town's cost of insurance is in line with the size of the organization, its risk exposures, and claims experience. Risk Management recommends approving this resolution for the purchase and binding of insurance coverage.

FINANCIAL IMPACT

$1,333,472.00

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 25-006

RECOMMENDED MOTION

I move to approve Resolution No. 25-006, as part of the consent agenda.

RESOLUTION NO. __25-006__, Series of 2025

TITLE: A RESOLUTION RATIFYING THE PURCHASE AND BINDING OF INSURANCE COVERAGE FOR THE TOWN OF PARKER

WHEREAS, the Town of Parker contracts for the purchase of insurance to provide coverage for property damage, liability, and workers' compensation, among other risks;

WHEREAS, Gallagher Insurance, acting as broker on behalf of the Town of Parker, obtained the insurance coverages identified on **Exhibit A** attached hereto (the "Insurance Coverages"); and

WHEREAS, the Town's Human Resources Director, on December 31, 2024, did bind such Insurance Coverages on behalf of the Town.

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

Section 1. The Town Council of the Town of Parker hereby approves and ratifies the binding of the Insurance Coverages identified in on Exhibit A for the 2025 fiscal year.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

EXHIBIT A

Insurance Coverages

Town of Parker

<table>
<tr><th></th><th>Expiring</th><th>Renewal Insurer</th><th>2024</th><th>2025</th><th>% Change</th><th>Notes</th></tr>
<tr><td colspan="6">Package</td><td rowspan="8">Increases Prop ded to $100K & PEL/EPL to $50K</td></tr>
<tr><td>Property</td><td rowspan="12">Travelers</td><td rowspan="12">Travelers</td><td>$160,714.00</td><td>$159,521.00</td><td>-1%</td></tr>
<tr><td>Crime</td><td>$1,172.00</td><td>$1,172.00</td><td>0%</td></tr>
<tr><td>Inland Marine</td><td>$17,887.00</td><td>$23,479.00</td><td>31%</td></tr>
<tr><td>General Liability</td><td>$110,890.00</td><td>$199,695.00</td><td>80%</td></tr>
<tr><td>Liquor Liability</td><td>$932.00</td><td>$967.00</td><td>4%</td></tr>
<tr><td>EBL</td><td>$370.00</td><td>$370.00</td><td>0%</td></tr>
<tr><td>Law Enforcement Liability</td><td>$88,323.00</td><td>$89,775.00</td><td>2%</td></tr>
<tr><td>Public Entity Liability</td><td>$25,005.00</td><td>$39,800.00</td><td>59%</td><td rowspan="5"></td></tr>
<tr><td>EPL</td><td>$59,795.00</td><td>$51,323.00</td><td>-14%</td></tr>
<tr><td>Auto Liability</td><td>$63,554.00</td><td>$75,210.00</td><td>18%</td></tr>
<tr><td>Auto Physical Damage</td><td>$52,978.00</td><td>$62,144.00</td><td>17%</td></tr>
<tr><td>Umbrella Excess</td><td>$106,132.00</td><td>$188,147.00</td><td>77%</td></tr>
<tr><td colspan="2">Total Package</td><td></td><td>$687,752.00</td><td>$732,082.00</td><td>6%</td><td></td></tr>
<tr><td>Excess Liability $5M xs $5M</td><td>Allied World/ Homesite Insurance Company (No Law)</td><td rowspan="3">Arch Insurance</td><td>$65,247.00</td><td rowspan="3">$161,985.00</td><td rowspan="3">34%</td><td rowspan="3">$5M xs $5M including LEL; Includes SL taxes and TRIA</td></tr>
<tr><td>Excess Liability (LEL)</td><td>Indian Harbor (Law Only)
$3M xs $5M</td><td>$27,238.00</td></tr>
<tr><td>Excess Liability (LEL)</td><td>Kinsale (Law Only)
$2M xs $8M</td><td>$28,542.00</td></tr>
<tr><td colspan="2">Total Excess Liability</td><td></td><td>$121,028.00</td><td>$161,985.00</td><td>34%</td><td></td></tr>
<tr><td rowspan="2">Cyber</td><td rowspan="2">Cowbell</td><td></td><td>$ 27,720.00</td><td></td><td></td><td></td></tr>
<tr><td>AmTrust</td><td></td><td>$ 32,583.00</td><td>18%</td><td>$2M Limit; $25K Deductible</td></tr>
<tr><td>Work Comp</td><td>Pinnacol</td><td>Pinnacol</td><td>$310,377.00</td><td>$406,822.00</td><td>31%</td><td>$5,000 Deductible</td></tr>
<tr><td>Grand Total</td><td></td><td></td><td>$1,146,877.00</td><td>$1,333,472.00</td><td>16%</td><td></td></tr>
</table>

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

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

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-007**
A Resolution Finding Substantial Compliance of the Town Stroh Road and J Morgan Boulevard Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on March 24, 2025, for the Purpose of Considering Said Annexation
Department: **Community Development, Julia Duncan**
Trakit No: **ANX24-007**

EXECUTIVE SUMMARY

The applicant, Town of Parker, is proposing the annexation of additional right-of-way (ROW) for Stroh Road and J Morgan Boulevard. The property is located at the southwest corner of the intersection of Stroh Road and J Morgan Boulevard. The purpose of proposed Resolution No. 25-007 is to determine that the property is in substantial compliance with the State law governing annexation and to set a public hearing for March 24, 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Property Description

In June of 2017, the Town of Parker entered into an Agreement for Sale and Purchase of Land with Katherine Dakota L.L.C., LaDonna Langley and John-David Langley that outlined terms for sale of a portion of the property known as the Creekside Equestrian facility. The property is located on the southwest corner of the intersection of Stroh Road and J Morgan Boulevard, which will be extended south in the future. The Agreement contains terms/conditions for compensation in the form of payment and property improvements in exchange for land to be utilized as ROW along the east and north sides of the subject property.

The Town has fulfilled its obligations in the Agreement and the property owner has dedicated a 3.1 acre portion of the existing Creekside Equestrian facility to the Town. In order to complete the dedication, the subject property must be annexed into the Town because it will be used as ROW and is currently zoned A1-Agricultural One in unincorporated Douglas County. The annexation of the property will support the Town's planned capital projects for the widening of Stroh Road and the extension of J Morgan Boulevard. This action will also incorporate the property into the Town's boundary and clarify responsibility for maintenance, operations and ownership.

Annexation Process

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

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

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

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

Next Steps

If adopted by the Town Council, proposed Resolution No. 25-007 would determine that the Annexation Petition substantially complies with the requirements of the Act, C.R.S. § 31-12-107(1)(a). The Resolution would set a Town Council public hearing for March 24, 2025, to consider the eligibility of the subject property to be annexed into the Town as provided by State law. The Town Council will also consider the standards for review associated with an annexation determination found in the Municipal Code and the Town Charter.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

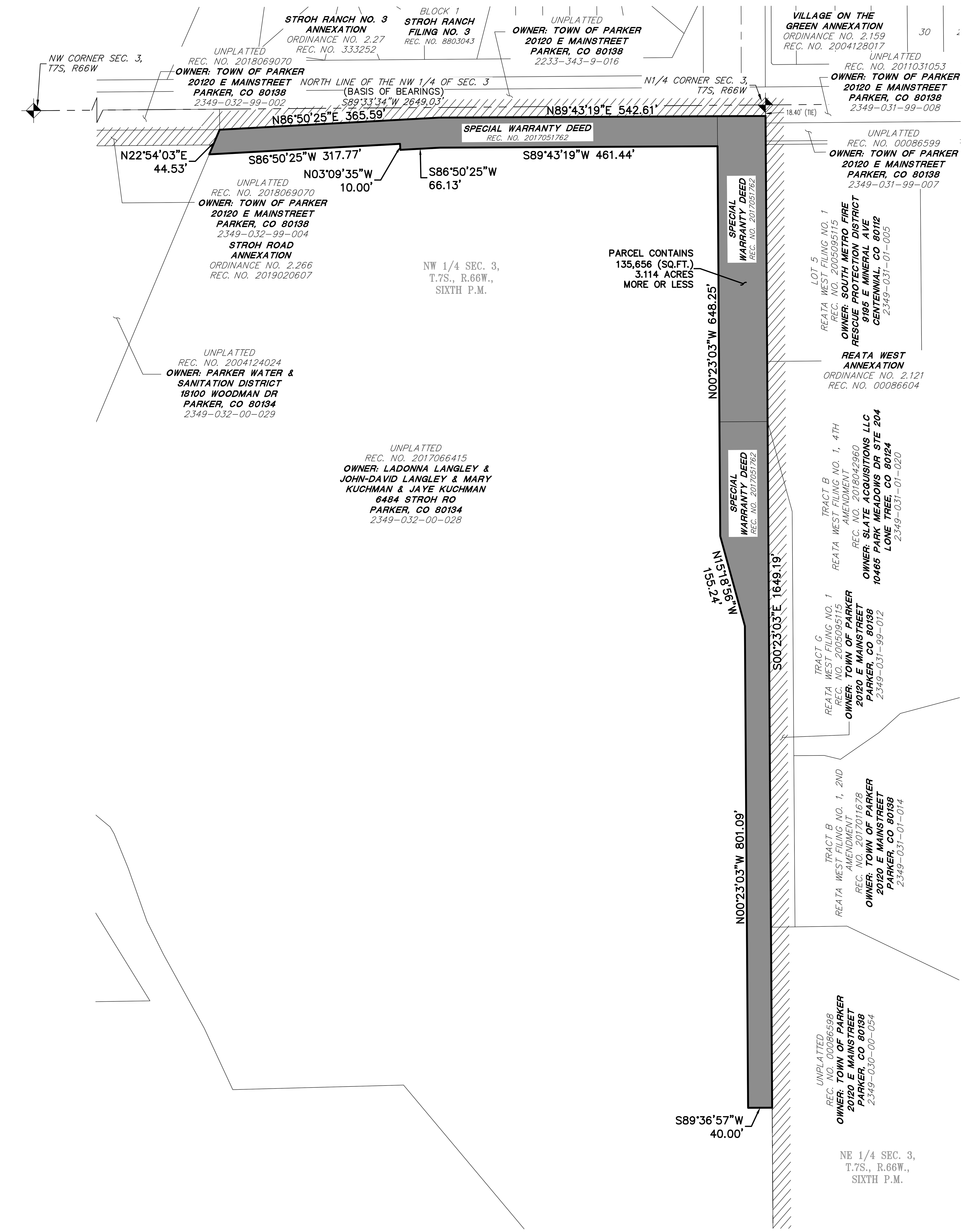
1. Annexation Map
2. Vicinity Map
3. Resolution No. 25-007

RECOMMENDED MOTION

I move to approve Resolution No. 25-007, as a part of the consent agenda.

J MORGAN BLVD ANNEXATION

ANNEXATION TO THE TOWN OF PARKER
A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 1000'

LEGAL DESCRIPTION

ALL OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2017051762, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

CONTAINING AN AREA OF 3.114 ACRES, (135,656 SQUARE FEET), MORE OR LESS.

GENERAL NOTES

1. BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ASSUMED TO BEAR SOUTH 89°33'34" WEST.

2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.

3. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TOWN COUNCIL ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS ________ DAY OF ____________________, 2025.

____
MAYOR, TOWN OF PARKER

____
ATTEST: TOWN CLERK

CONTIGUITY

TOTAL PERIMETER = 5,101.84'
CONTIGUOUS PERIMETER = 2,584.94'
1/6 TOTAL PERIMETER = 850.31'
PERCENTAGE OF CONTINUOUS PERIMETER = 50.67%
TOTAL AREA = 3.114 ACRES±

SURVEYOR'S CERTIFICATE

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

KARL D. SZYSZKOSKI
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
KARL D. SZYSZKOSKI
38691
01/22/2025

LEGEND

ANNEXATION BOUNDARY
EXISTING TOWN OF PARKER LIMITS – SEE CONTIGUITY CALCULATIONS
LOT OR PARCEL LINE
ROW LINE

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

NOTICE:
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

SCALE 1"=100'
DRN RDS CHK KDS
DATE 10/15/2024
REVISION DESCRIPTION
DATE BY

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

ANNEXATION MAP
NW 1/4 SEC. 3, T7S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

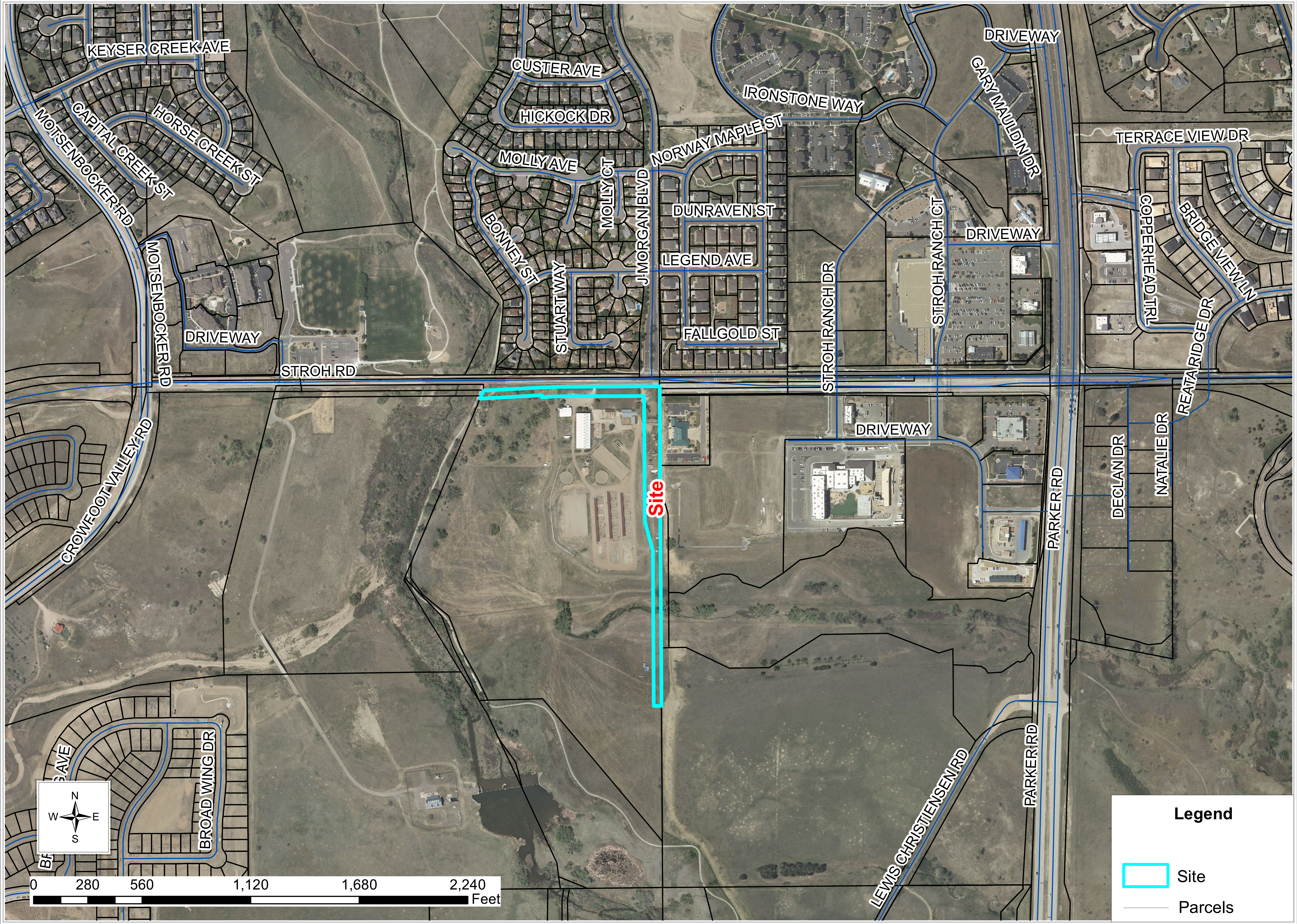
PREPARED FOR
TOWN OF PARKER
20120 E. MAINSTREET, PARKER, CO 80138

SHEET 1 OF 1 SHEETS

JOB NO. 24924-14

Stroh Rd. & J. Morgan ROW Vicinity Map

Annexation



RESOLUTION NO. 25-007 , Series of 2025

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE TOWN STROH ROAD AND J MORGAN BOULEVARD RIGHT-OF-WAY PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON MARCH 24, 2025, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker owns certain real property in Douglas County commonly known as the Stroh Road and J Morgan Boulevard Right-of-Way Property, which is described on attached **Exhibit 1**.

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

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

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

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

Section 2. A public hearing on said annexation will be conducted on March 24, 2025, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

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

RESOLVED AND PASSED this _____ day of ________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

<u>**EXHIBIT 1**</u>

<u>**Legal Description**</u>

All of that certain Special Warranty Deed recorded at Reception No. 2017051762, in the official records of the Douglas County, Colorado, Clerk and Recorder, located in Section 3, Township 7 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado.

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Michael Lawson, Assistant Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-009**
A Resolution to Appoint the Board of Directors of the Greater Parker Foundation

Department: **Town Manager, Michael Lawson**

EXECUTIVE SUMMARY

Board members of the Greater Parker Foundation are appointed by Town Council by resolution.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council desires to appoint board members as described in Resolution No. 25-009.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 25-009

RECOMMENDED MOTION

I move to approve Resolution No. 25-009, as part of the consent agenda.

RESOLUTION NO. __25-009__, Series of 2025

TITLE: A RESOLUTION TO APPOINT THE BOARD OF DIRECTORS OF THE GREATER PARKER FOUNDATION

WHEREAS, the Town Council of the Town of Parker desires to appoint Anne Barrington as a voting director to the Board of the Greater Parker Foundation;

WHEREAS, the Town Council of the Town of Parker desires to appoint Brandi Wilks as a voting director to the Board of the Greater Parker Foundation.

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 appoints Anne Barrington as a voting director to the Board of the Greater Parker Foundation, for the term ending January 31, 2026.

Section 3. The Town Council of the Town of Parker hereby appoints Brandi Wilks as a voting director to the Board of the Greater Parker Foundation, for the term ending January 31, 2026.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Crack Seal and Mastic Replacement**

Amount: **$150,661**

Contractor: **Vance Brothers**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

This is a request to purchase two replacement pieces of equipment from Vance Brothers. The units being replaced include a crack sealing machine and a mastic machine. Both of these units are used in the maintenance of the Town's roadway infrastructure. The existing pieces of equipment have surpassed their useful lifecycle and have become increasingly difficult to maintain in operational condition. These units are being purchased through a Sourcewell competitive bid process and adhere to the Town's procurement requirements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This equipment is used by the Streets division to perform maintenance on the Town's asphalt roadways. Both units are designed to heat material to a high operating temperature which then is applied to cracks in asphalt roads thus sealing the surface of the road and mitigating water infiltration. Sealing of cracks is a cost effective and proven method of intermediate maintenance of roadway surfaces and is performed annually by the Streets maintenance team.

FINANCIAL IMPACT

Funding for this purchase is included in the replacement fund for equipment and allocated through the approved 2025 budget. No additional financial impacts are anticipated.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

SUPPORT AN ACTIVE COMMUNITY

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Tandem Axle Cab and Chassis (2 Units)**

Amount: **$307,534**

Contractor: **Transwest Truck Center**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker's Engineering and Public Works Department is requesting approval to proceed with the procurement of two (2) cab and chassis class 8 trucks from Transwest Truck Center. These units include one replacement unit and one capital expenditure as an additional unit to the fleet. Both units are part of the Street's operational functions for snow mitigation and roadway maintenance.

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. The purchase of these units is through a competitively bid process from the City and County of Denver which was awarded to Transwest Truck Center.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As identified, one of the units being purchased is for the replacement of an existing unit in the fleet. The existing unit has exceeded the base criteria for replacement and is one of the oldest plow trucks in the fleet. As equipment ages, the cost of repairs, ability to locate parts, and the effectiveness in the operation becomes hampered.

The additional fleet unit was justified during the 2025 budget process and approved. This unit is an essential part of the Engineering and Public Works ability to perform multiple maintenance items related to roadway maintenance. A primary function of this unit addresses snow mitigation efforts during the winter season. The additional unit is justified based on the continued development of new roadways and infrastructure.

FINANCIAL IMPACT

The funding for both of these units was identified and approved through the 2025 budget cycle.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Upfit of Plow, Spreader, Controls for Tandem Axle Dump Truck**

Amount: **$240,540**

Contractor: **OJ Watson**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

Staff is requesting authorization to proceed with the approved 2025 budget for the purchase of a dump truck with snow plow equipment. This purchase requires the construction and installation of specialized equipment onto a separately purchased cab and chassis. This up-fit of equipment is through OJ Watson and provides the Town with a consistent and proven fleet of snow removal equipment which serves the primary and secondary snow removal routes throughout the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This equipment build proposal is for a tandem axle dump truck used for snow plow and streets maintenance operations. The cab and chassis is being purchased through a separate vendor (Transwest Truck Center). This purchase is for the body, plow, and spreader to be installed on the unit.

This vendor was awarded a competitively bid contract with City and County of Denver to perform this work. The Town has evaluated this awarded bid and found it to meet our specifications at a competitive price.

FINANCIAL IMPACT

This is a capital item that was included and approved in the 2025 budget.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Replacement and Capital Equipment (16 Units)**

Amount: **$912,779**

Contractor: **John Elway Chevrolet**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Engineering and Public Works Department is requesting Council approval to purchase sixteen (16) vehicles from John Elway Chevrolet. These vehicles are being purchased as part of the approved fleet replacement budget for 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is purchasing these vehicles through a competitively bid procurement contract by and through the State of Colorado (Award #193796). This contract includes a cooperative capacity, which allows the Town of Parker the ability to purchase items that have been competitively bid and are available to other entities for the same pricing. This is an efficient means of purchasing equipment and has been an acceptable practice. The Town's procurement policy provides the ability to make purchases through this methodology.

The vehicles being purchased through this contract include the following:

- Two (2) SUV - Police Investigations - $120,698
- Thirteen (13) - Police Patrol - $714,051 (Includes 5 Capital Units)
- One (1) 3500 Silverado - Streets - $78,030

FINANCIAL IMPACT

The budget for these units is included as part of the 2025 approved budget.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

PROMOTE A SAFE AND HEALTHY COMMUNITY

ENHANCE ECONOMIC VITALITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Replacement and Capital Equipment (5 Units)**
Amount: **$277,226**
Contractor: **Ken Garff Ford**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker's Fleet Maintenance Division is requesting authorization to proceed with the purchase of five (5) vehicles from Ken Garff Ford. These vehicles were identified and approved through the 2025 budget process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations received by other government agencies. The State of Colorado issued an award to Ken Garff Ford Greeley (Award #185183 193819) for the purchase of 2025 model year vehicles, which includes various vehicle makes and models. The vehicles specified are included on this award and reflect a competitive bid price, defined options, and required minimum service requirements.

The quotes provided by Ken Garff Ford are based on a 2024 competitively bid contract by the State of Colorado (Award #185183 193819). This contract includes a cooperative capacity, which allows for the ability to purchase items that have been competitively bid and are available to other entities for the same pricing. This is an efficient means of purchasing equipment and has been acceptable practice.

This request is for the purchase of five (5) vehicles from this vendor, including three (3) electric vehicles and two (2) internal combustion vehicles. The three (3) electric vehicles will be placed into operation by the Building Inspection Division. All of these units were approved through the 2025 budget process and include four (4) capital expenditures and one (1) replacement unit.

FINANCIAL IMPACT

These units were approved as part of the 2025 FY budget.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Motsenbocker Shop Materials Storage Construction Contract (CIP25-002)**

Amount: **$408,937.50**
Contractor: **Sabell's Civil and Landscape, LLC**
Department: **Parks, Recreation and Open Space, Brett Collins**

EXECUTIVE SUMMARY

Staff recommends awarding a Trade Contractor Agreement to Sabell's Civil and Landscape, LLC for the Motsenbocker Shop Materials Storage Project (CIP25-002) for $355,598.50, plus a 15% project contingency of $53,339 for a total project budget of $408,937.50.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to the Salisbury Park North expansion, the Parks Department is losing its materials storage area located within the park. In anticipation of this, staff budgeted funding to construct additional materials storage at the Motsenbocker Shop (12010 N Motsenbocker Road) on the south end of the shop yard. The project was designed in late 2024 in preparation for an early 2025 construction bid.

On January 17, 2025, Town staff publicly opened competitive sealed bids for the Motsenbocker Shop Materials Storage Project (CIP25-002). One bid was received as follows:

1. Sabell's Civil and Landscape, LLC $355,598.50

The lowest conforming bid was from Sabell's Civil and Landscape, LLC. The bid is recommended to be awarded on the base bid price of $342,603.50 plus the alternate bid of $12,995 for a total bid of $355,598.50. The addition of a 15% project contingency of $53,339 results in a total project budget of $408,937.50.

The engineer's estimate for this project was $513,354.75. Sabell's completed the O'Brien Streetscape Project for the Town in May of 2024 and performed excellent work.

The project is anticipated to start in February and be completed in June before the Salisbury Park North expansion project starts.

FINANCIAL IMPACT

Funding for the project's construction is appropriated in the 2025 Parks, Recreation, and Open Space Fund. Staff recommends approval of a $408,937.50 project budget, which includes a 15% project contingency of $53,339 to cover unforeseen expenses.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 3, 2025

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.383 - Second 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

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 second reading.

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 Doulas 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 | **ATTEST:**

_______________________________ | _______________________________

Joshua Rivero, Mayor | 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.