TOWN OF PARKER COUNCIL AGENDA
February 18, 2025

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

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Council Updates/Work Session - Immediately following Executive Session, if time allows.

D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

A. APPROVAL OF MINUTES - February 3, 2025

B. *ORDINANCE NO. 1.641 - First Reading*

A Bill for an Ordinance to Approve the Douglas County Impact Unit (Impact) Collaborative Investigation Unit Memorandum of Understanding Among the Town of Parker, the Douglas County Sheriff's Office, the City of Lone Tree, the Town of Castle Rock, and the Office of the District Attorney for the 23rd Judicial District

Department: *Police, Ken La Velle*
Second Reading: *March 3, 2025*

C. *ORDINANCE NO. 1.642 - First Reading*

A Bill for an Ordinance to Approve the Douglas County Regional S.W.A.T. Team Memorandum of Understanding Among the Town of Parker, the Douglas County Sheriff's Office, the City of Lone Tree, and the Town of Castle Rock

Department: *Police, Jim Prior*
Second Reading: *March 3, 2025*

D. *CONTRACTS OVER $100,000*

1. *2025 Townwide Roadway Reconstruction Program (CIP25-001)*
   Amount: *$1,341,991.35*
   Contractor: *Chavez Construction, Inc.*
   Department: *Engineering and Public Works, Tom Gill*

2. *Pilgrims Place Public Sidewalk (CIP23-039)*
   Amount: *$173,984.70*
   Contractor: *SaBell's Civil and Landscape LLC*
   Department: *Engineering and Public Works, Nathan Klass'*

3. *First Amendment to Agreement for Professional Services - Equipment Upfit*
   Amount: *$448,186.18*
   Contractor: *Lighting, Accessory & Warning Systems (LAWS), LLC*
   Department: *Engineering and Public Works, Jim Gilbert*

4. *Professional Services Agreement – Mid-America Pool Renovations, Inc*
   Amount: *$250,000*
   Contractor: *Mid-America Pool Renovations, Inc.*
   Department: *Parks, Recreation and Open Space, Megan Arvidson*

5. *Lincoln Avenue/Villagecreek Parkway Traffic Signal (CIP 24-023)*
   Amount: *$474,191*
   Contractor: *Lighthouse Transportation Group*
   Department: *Engineering and Public Works, Nathan Klass*

5. **PUBLIC HEARINGS**

GLADYS O'BRIEN HOUSE - Use by Special Review - Cottage Veterinary Addition

Applicant:	**Apple Remodeling**
Location:	**Southwest corner of Pikes Peak Avenue and Pikes Peak**
Department:	**Community Development, Amber Wood Hicken**
TRAKiT No.:	**Z24-013**

6. **ORDINANCES**

ORDINANCE NO. 9.384 - Second 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**

7. **CONTRACTS OVER $500,000**

Lincoln Avenue and Jordan Road Widening (CIP22-020) Construction Management, Inspection & Material Testing

Amount:	**$2,261,188**
Contractor:	**Alfred Benesch & Company**
Department:	**Engineering and Public Works, Patrick Burke**

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

February 18, 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. C.R.S. Title 32 metropolitan district: Anthology West discussion regarding Metro District Nos. 2-6 and dissolution of Metro District Nos. 3 and 6

2. C.R.S. Title 32 metropolitan district: Discussion regarding Cottonwood Highlands Metro District No. 2 request for inclusion

3. Annual Town Council Open Meetings Law, CORA, and Ethics training

TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 3, 2025

Mayor Joshua Rivero called the meeting to order at 6:05 p.m. All Councilmembers were present except for Laura Hefta and Brandi Wilks.

Town Attorney Jamie Wynn announced that there was one topic for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The topic was a follow-up discussion on downtown parking and parking lot license agreement and possible updates regarding relevant Code sections.

Mayor Joshua Rivero disclosed that the downtown parking lot in question is for general use and is used by customers of his business, Fika Coffee House. After discussion by Council, it was determined that no conflict of interest existed.

EXECUTIVE SESSION

John Diak moved and Erik Frandsen seconded to enter into Executive Session at 6:12 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Todd Hendreks moved and Erik Frandsen seconded to come out of Executive Session at 6:57 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

Todd Hendreks moved and Erik Frandsen seconded to recess the regular meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Rivero reconvened the meeting at 7:01 p.m.

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

PUBLIC COMMENTS

Shelly Blair, Parker, parent and president of the Cherokee Trail Elementary School Accountability Committee, spoke about a notification they received about a violent sexual predator living within a half-mile of the school. She asked that the Town Council consider legislation setting a restriction on the proximity of where violent sexual predators could live in relation to schools which, according to her research, is allowed by state statutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

This item was skipped.

CONSENT AGENDA

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*

Todd Hendreks moved and Anne Barrington seconded to approve Consent Agenda Items 4A through 4G.

The motion was approved unanimously.

<u>ORDINANCES</u>

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

Passage of this ordinance authorized 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. The MOU sets forth that the County will continue to administer this program and associated disposal contract and that the Town will contribute $10,000 in 2025 to help defray the costs.

Public Comments: None.

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 9.383 on second reading.

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

The motion was approved unanimously.

ADJOURNMENT
Mayor Rivero adjourned the meeting at 7:11 p.m.

Susan L. Irvine, Deputy Town Clerk	Joshua Rivero, Mayor

PARKER
COLORADO

Request for Town Council Action

Date:	February 18, 2025
Submitted By:	Ken La Velle, Commander
Reviewed By:	Michelle Kivela, Town Manager
Title:	**ORDINANCE NO. 1.641 - First Reading** **A Bill for an Ordinance to Approve the Douglas County Impact Unit (Impact) Collaborative Investigation Unit Memorandum of Understanding Among the Town of Parker, the Douglas County Sheriff's Office, the City of Lone Tree, the Town of Castle Rock, and the Office of the District Attorney for the 23rd Judicial District**
Department:	**Police, Ken La Velle**
Second Reading:	**March 3, 2025**

EXECUTIVE SUMMARY

The purpose of this Memorandum of Understanding is to update and continue a collaborative multi-agency investigative unit within the new 23rd Judicial District to target criminal offenses, behaviors and street-level narcotic trafficking.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The primary mission of the Douglas County Sheriff's Office IMPACT Team is to target and apprehend individuals involved in criminal offenses, narcotics trafficking, and pattern crimes that affect the safety and quality of life in Douglas County and its municipalities. The team will focus on identifying and addressing criminal activity through collaborative efforts with partner agencies, including the Parker Police Department, Lone Tree Police Department, Castle Rock Police Department, and the District Attorney's Office

FINANCIAL IMPACT

The IMPACT Team is funded by contributing funds from participating and contributing agencies, and by monies received through forfeited property or assets, grants, applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.641

RECOMMENDED MOTION

I move to approve Ordinance No. 1.641 on first reading and to schedule second reading for March 3, 2025, as part of the consent agenda.

ORDINANCE NO. 1.641, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE DOUGLAS COUNTY IMPACT UNIT (IMPACT) COLLABORATIVE INVESTIGATION UNIT MEMORANDUM OF UNDERSTANDING AMONG THE TOWN OF PARKER, THE DOUGLAS COUNTY SHERIFF'S OFFICE, THE CITY OF LONE TREE, THE TOWN OF CASTLE ROCK, AND THE OFFICE OF THE DISTRICT ATTORNEY FOR THE 23RD JUDICIAL DISTRICT

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

Section 1. The Town Council of the Town of Parker hereby approves the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding among the Town of Parker, the Douglas County Sheriff's Office, the City of Lone Tree, the Town of Castle Rock, and the Office of the District Attorney for the 23rd Judicial District, 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

Douglas County Impact Unit
(IMPACT)
Collaborative Investigation Unit

MEMORANDUM OF UNDERSTANDING

(January 27, 2025)

DOUGLAS COUNTY IMPACT UNIT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is being executed by the below-listed agencies in connection with Douglas County Impact Unit (IMPACT) of Douglas County. This MOU formalizes the participation of the below-listed agencies in IMPACT, which was established September 2006 as a Pattern Crimes Unit (PCU) and upgraded to include Narcotic Investigations in November 2012.

This MOU is entered into by the following law enforcement agencies:

- Douglas County Sheriff's Office (DCSO)
- Parker Police Department (PPD)
- Lone Tree Police Department (LTPD)
- Castle Rock Police Department (CRPD)
- Office of the District Attorney for the 23rd Judicial District (DA)

1. PURPOSE:

The purpose of this MOU is to establish a collaborative multi-agency investigative unit to target criminal offenses, behaviors and street level narcotic trafficking based on repeated patterns and Modus-Operandi (M.O.). The unit will be titled "Douglas County Impact Unit" and henceforth be referred to as IMPACT. This MOU will formalize the agreement between the participating agencies as it relates to the unit.

2. MISSION:

The primary mission of the Douglas County Sheriff's Office (DCSO) IMPACT Team is to target and apprehend individuals involved in criminal offenses, narcotics trafficking, and pattern crimes that affect the safety and quality of life in Douglas County and its municipalities. The team will focus on identifying and addressing criminal activity through collaborative efforts with partner agencies, including the Parker Police Department, Lone Tree Police Department, Castle Rock Police Department, and the District Attorney's Office.

IMPACT will conduct comprehensive fugitive apprehension operations, surveillance activities, and the execution of search warrants. The team will also provide assistance to other jurisdictions in the investigation of major crimes with direct ties to Douglas County. Additionally, the team will dedicate resources to narcotics investigations, working to disrupt the distribution of illegal drugs within the community.

The IMPACT Commander will designate specific missions and priorities as necessary to address emerging threats and ensure the safety and well-being of Douglas County residents. The team's collaborative and proactive approach will enhance public safety and preserve the quality of life in the region.

3. DEPUTATION:

The Sheriff will deputize each IMPACT officer assigned for jurisdictional purposes only (non-DCSO law enforcement agency officers), exclusively to accomplish the mission and goals of IMPACT. Such deputation shall not be construed to create any employment relationship or contract for employment between the assigned officer and the DCSO and provisions of C.R.S. 30-10-506 shall in no way apply to the revocation of such deputation status. This deputation of an IMPACT officer will occur upon their official assignment to IMPACT and be revoked upon removal from IMPACT, or at the discretion of the Sheriff at any time. A DCSO badge with the IMPACT member's OSN will be issued upon assignment.

4. SUPERVISION:

The IMPACT Unit will be directly supervised by a Sergeant of the DCSO Highlands Ranch Division henceforth identified as the "first-line supervisor" and commanded by a Lieutenant of the DCSO Highlands Ranch Division. This Commander will be henceforth identified as the Special Investigation Section Impact Commander. The first-line supervisor will be assigned by the Command Staff of the DCSO. The IMPACT Executive Board may assign a second Sergeant to IMPACT, and they will be selected by Command Staff of that specific Police Department and each first line supervisor will be reaffirmed by IMPACT Executive Board on an annual basis. The first line supervisor shall hold the rank of Sergeant and have administrative and operational authority of the IMPACT in the absence of the Impact Commander. The IMPACT Sergeant(s) and, if assigned, Corporal will supervise the operational aspects of day-to-day operations.

5. COMMANDER:

The Impact Commander will be assigned by the DCSO Command Staff and ratified by the IMPACT Executive Board. The IMPACT Executive Board will reaffirm the command appointment on an annual basis, at the first Executive Board's meeting of the calendar year. This position shall hold the rank of Lieutenant or above and have administrative and operational authority over IMPACT.

The Impact Commander will maintain a cohesive communication network between Command Staffs of the DCSO, PPD, LTPD, CRPD, and DA offices and facilitate the flow of relevant information to IMPACT Advisory members and the Executive Boards.

The Impact Commander will be responsible for the administrative aspects and final approval of all special operations and investigations. Meetings to review specific investigations, crime-trends, incidents, or other specific concerns can be called by any participating agency's command staff or supervisor.

6. IMPACT OFFICERS:

Each participating agency will assign at least one (1) officer or deputy on a full-time basis to IMPACT. The officers will be based out of a primary location agreed upon by all participating agencies. IMPACT personnel will report to the IMPACT first line supervisor for day-to-day operations. Team or group composition will be comprised of members from all participating agencies. The participating agencies will assign officers or deputies that are certified police officers and that have obtained a satisfactory performance evaluation in their last review. It is recommended that the assigned officer or deputy have at least two (2) years of patrol or investigative experience. Based on the expertise required to conduct complex investigations, it is recommended that each agency commit its officers and deputies assigned to IMPACT for a minimum of three (3) years.

Any agency who cannot assign a full-time officer to IMPACT but supports the mission of IMPACT by providing support and/or funding and is a signatory to the IMPACT Memorandum of Understanding (MOU) will be considered a contributing agency as defined on page 8; section 16.

7. SCHEDULE WORK HOURS:

The normal work hours of IMPACT will be a four-day work week at a minimum of ten hours per shift. The weekly schedule will be at the discretion of the first-line supervisor and/or Impact Commander and is subject to change per the needs, events, or circumstances that IMPACT is involved or assigned. IMPACT officers and supervisor are "subject to call-out" for narcotics related investigations within unincorporated Douglas County and the municipalities of Lone Tree, Castle Rock, and Parker. It is agreed that flexibility in working covert narcotics operations is a necessity. The IMPACT Sergeant and/or Impact Commander will have the authority to establish work hours and work weeks as dictated by investigations.

Any IMPACT assigned personnel will follow the Policies & Procedures and Standard Operation Procedures of the Douglas County Sheriff's Office for work hours, time off and Fair Labor and Standards Act (FLSA). Changes from a normal work week and/or hour that conflict with home agency policies must be brought to the attention of the Impact Commander. The weekly schedule will be a specified 4/10 consecutive day work schedule with the emphasis placed on the days of the week and hours of the day where pattern crimes are prevalent.

Any overtime or comp time must be paid by the participating agency. Each participating agency is ultimately responsible for monitoring and setting notification and or limits for its assigned officer's use of overtime as it pertains to its particular budget. The IMPACT Sergeant and or Impact Commander shall be advised of any restrictions on overtime usage, so that it may be factored into the operational schedule.

8. EQUIPMENT:

Each participating agency is required to supply their respective IMPACT personnel with equipment normally utilized by law enforcement officers. Each participating agency is responsible for the security and inventory of their equipment. Such equipment may include, but is not limited to:

- Authorized weapons
- Less-lethal tools
- Handcuffs
- Body armor
- Ballistic helmet
- Police radio (compatible with the system utilized by DCSO)
- Vehicle*
- Smartphone
- Laptop computer

Impact will provide a standardized uniform for tactical operations consisting of a long sleeve shirt with "SHERIFF" on the back and sleeves which will easily identify the members as law enforcement officers. Additionally, Impact will provide BDU style tactical pants and an Impact raid jacket also with the words "SHERIFF" on the sleeves.

9. VEHICLES:

The Sheriff of Douglas County and the Chief(s) of Police for the Town of Parker, City of Lone Tree, Town of Castle Rock, and Office of the District Attorney for the 23rd Judicial District authorize the deputies or participating officers to use its own department or agency vehicle for the furtherance of the mission of IMPACT in compliance with its own existing department and agency guidelines. Each agency is responsible for providing a vehicle(s) for each of their assigned officers, maintain such vehicle(s) in safe working condition and provide liability insurance on the agency-owned vehicle(s) as required by State law. This should be a "soft vehicle", not distinguishable as a police vehicle.

The officer's home agency shall accept financial responsibility for any damages to a vehicle(s) assigned to its employee. Any pool vehicles assigned to IMPACT will be titled to the agency of ownership and that agency will provide maintenance and liability insurance on the vehicle(s).

Based on the operations of the IMPACT it may become necessary for officers to operate vehicles that are owned or leased by an agency other than the officer's home agency. This includes, but not limited to, the operation of pool vehicles, surveillance platforms, and temporary use of another member's vehicle based on an undercover or emergency situation.

All participating agencies agree to carry the following insurance coverage:

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each AGENCIES owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interest's provision.

Collision and Comprehensive insurance with minimum limits of not less than $100,000 for auto physical damage with respect to each agencies owned, hired and non-owned vehicles assigned to or used in performance of the services.

Each of the assigned personnel of the IMPACT Unit will follow the Policy & Procedures of the Douglas County Sheriff's Office vehicle policies for reporting an accident or incident and facilitating the necessary repairs.

10. TRAINING AND TRAVEL:

All travel on behalf of IMPACT will be approved by the participating agency command staff or designee and will not be the responsibility/authority of the IMPACT first-line supervisor or Impact Commander. All Per Diem, lodging and other miscellaneous expenses shall be the responsibility of each individual participating agency unless expenses have been approved with funding through the IMPACT Asset Forfeiture Board (for State funds), or the Douglas County Asset Forfeiture Board (for Earmarked IMPACT Federal Funds).

11. POLICY AND PROCEDURES:

IMPACT and participating agencies recognize that there is a danger inherent in the inconsistent application of policies and procedures pertaining to use of firearms or other high-risk activities. Each participating officer or deputy shall adhere to the Policy & Procedures of their home agencies, including but not limited to, use of firearms, use of force, vehicle pursuit policies, and the mandatory training and qualification courses for the use of firearms by their home agencies. Each participating officer from PPD, CRPD, LTPD and/or DA will receive a commission as a Deputy from the Sheriff of the DCSO. The officer(s) will be sworn in by the Sheriff prior to starting their assignment with IMPACT, which will include full authority to enforce all state and local laws and ordinances within Douglas County. Officers receiving this commission will have this authority only while serving in their official capacity with IMPACT and their commission will expire immediately upon their removal from IMPACT or their individual department's withdrawal from the IMPACT.

All officers assigned to IMPACT will receive access to an electronic copy of the DCSO Policy and Procedure manual and the SOP Investigation & Patrol manuals which they will be required to review and remain in full compliance while assigned to IMPACT. Violations of the DCSO P&P or SOP's will be brought to the attention of the Impact Commander as well as the affected member's agency. Complaints or other potential adverse action against a member of IMPACT shall also be brought to the attention of the Impact Commander and the affected member's agency.

12. TACTICAL TRAINING:

All officers assigned to IMPACT shall be qualified on any weapons that they are authorized to carry. It is the responsibility of the home agency to maintain, and record assigned personnel's training and qualifications.

Any less lethal tool carried and/or utilized by an assigned officer must be approved by the home agency for use during the assignment to IMPACT. Notification of the use of less lethal force used by a participating member will be made by the Impact Commander to the home agency.

It is acknowledged that IMPACT may conduct group/team training. This training may involve the use of live fire drills (simunition) and use of a shoot house. Any of this training will be under the supervision of a certified range instructor. A lesson plan will be completed and forwarded to each participating agency at the completion of the training. Trainings may also include other law enforcement groups to enhance working relationships and cohesive fieldwork.

13. IMPACT EXECUTIVE BOARD:

An Executive Board will be established to oversee the mission of IMPACT. Membership will consist of the Executive Officer of each participating or contributing agency. The Executive Officer may appoint a designee to attend in his/her place at the scheduled meetings and this designee can vote as this Executive Officers "proxy." The Douglas County Sheriff shall serve as the Chairperson of the IMPACT Executive Board. The duties of the Chairperson shall be carried out by the Sheriff or by his designee to the Board when the Sheriff is absent. The Chairperson also serves as the signatory on any documents from the collective board and as the Authorized Official for any grants application and required reports.

The IMPACT Executive Board will be responsible for the following:

1. Addressing any issues of mutual concern to the participants of IMPACT. This may include budget matters, matters of policy & procedure and future planning for IMPACT.
2. Meeting annually to mutually agree upon project goals and objectives for the coming year.
3. Meeting on a quarterly basis to review IMPACT operations, handle issues that may arise and assess the progress of the IMPACT Unit. The Impact Commander will brief the Board on relevant issues.
4. Forming an IMPACT Advisory Board, which may meet every month that the IMPACT Executive Board does not meet, in order to receive monthly reports regarding the on going IMPACT mission. The IMPACT Advisory Board will assist the Impact Commander with identifying immediate needs, issues or concerns impacting the communities served by IMPACT. The IMPACT Advisory Board will consist of management level supervision from all IMPACT participating and contributing agencies.
5. Resolving any interagency conflicts that may arise during the operation of this collaborative investigative unit.
6. A quorum of 60% shall be required for any business that requires a motion and vote. The IMPACT Executive Board shall not transact business unless a quorum is present. In all matters requiring a motion and vote of the IMPACT Executive Board, a simple majority shall prevail. In the case of a tie vote the motion will be tabled and can be revisited at the next scheduled meeting. Any business conducted by email requires a quorum by members of the Executive Board to any action on the matter of business emailed.
7. Pursuant to Section 16-13-702, C.R.S., and the Committee on Disposition of Forfeited Property, the IMPACT Asset Forfeiture Board shall oversee the use of any State asset forfeiture funds. The IMPACT Asset Forfeiture Board is comprised of the members of the IMPACT Executive Board and "*a representative of the governmental body having budgetary authority over the seizing agency*" which is typically a member of the Board of County Commissioners. The IMPACT Asset Forfeiture Board shall make appropriate decisions regarding the utilization of IMPACT State asset forfeiture monies. seized assets. Douglas County SOP INV-G-412(III)(B) will be followed.
8. The Chair, by signature, may enter into agreements on behalf of the Board, such as a grant.

15. PARTICIPATING AGENCY:

A "participating agency" is any law enforcement agency within Douglas County that provides an officer or deputy on a full-time basis to IMPACT and is a signatory to the IMPACT Memorandum of Understanding (MOU). Each participating agency is allowed one voting member on the IMPACT Executive Board, regardless of the number of employees the agency has assigned to IMPACT. In addition to pattern crimes services, each participating agency shall have IMPACT services on clandestine drug labs, marijuana grows, undercover narcotics operations, narcotics tip/information investigations and felony drug possession and distribution case filing/investigations.

16. CONTRIBUTING AGENCY:

A "contributing agency" is any law enforcement agency that provides only funding to IMPACT and is a signatory to the IMPACT Memorandum of Understanding (MOU). Each contributing agency is allowed one voting member on the IMPACT Executive Board. Each contributing agency may request IMPACT services on clandestine drug labs, marijuana grows, undercover narcotics operations, narcotics tip/information investigations and felony drug distribution case filings/investigations. These services may be provided to a contributing agency by IMPACT as resources are available. The participating agencies and contributing agencies may be collectively referred to as "participating entities."

17. FINANCIAL OPERATIONS:

The IMPACT may be funded by contributing funds from participating and contributing agencies, and by monies received through forfeited property or assets, grants, applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding. All agents and supervisors are fully funded FTE whose salaries, benefits and overtime are paid for by each home agency. Therefore, these expenditures are not included in the day-to-day operational IMPACT budget of the DCSO Highlands Ranch Division. The IMPACT accounts are held in separate accounts managed by the DCSO Budget Manager, who will adhere to the DCSO Budget and Logistic Policy and Procedure; P&P-B-121.

The daily management of specific Operation Account may be delegated by the Sheriff to the Impact Commander. Three separate accounts shall be maintained based upon funding sources, 1. Federal Forfeiture. 2. State and Local Forfeiture. 3. Operations, which would include, but not limited to, funding from applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding. All monitoring and evaluation of the financial operations shall be conducted by the DCSO. DCSO SOP INV-G-412 will be followed.

18. RECORDS/MEDIA INFORMATION:

A. RECORDS:

Officers of IMPACT will comply with intelligence sharing protocols and mandates of CCIC/NCIC, CLEIN, RMIN, 28 CFR, Deconfliction (Watch Center), and other entities. All incident/offense reports and criminal investigations assigned to IMPACT, will maintain the originating agency case number. Any additional reports, felony filings, progress reports and or documentation connected to the original CR number will be forwarded to that agency for retention. IMPACT will not be the records keeper for the participating or contributing agencies. In the event of evidence retention and or testing by United Forensics Laboratory (UFL), a DCSO case number shall be pulled and attached to the original case, in order to enter the evidence into the DCSO evidence retention data base (Beast System). All narcotic or suspected illegal drug evidence requiring forensic testing by the UFL, or evidence retained in the DCSO Ev-Tech building or Impound Yard, shall require a DCSO number.

B. MEDIA INFORMATION RELEASE POLICY:

Each agency agrees to abide by the DCSO policy regarding the release of information to the media. Each agency agrees to provide a Public Information Officer (PIO), or other personnel authorized to communicate with the media upon request of the Impact Commander, or designee, for incidents or investigations involving IMPACT activity within the home agency's jurisdiction.

C. EXAMINATION OF RECORDS:

Each agency agrees that any duly authorized representative of any participating or contributing agency, including any auditor or other financial representative of such agency shall, until the expiration of three (3) years after the final termination of this MOU, have access to and the right to examine any directly pertinent books, documents, papers, records, and data of any agency involving transactions related to this MOU.

D. CONFIDENTIAL INFORMATION; OPEN RECORDS:

No agency shall at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation police records or medical records of or pertaining to persons dealt with under this MOU and other privileged or confidential information. The agencies shall comply with all applicable state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, the Federal Freedom of Information Act (FOIA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such records or data may be in hardcopy, printed, digital or electronic format.

E. EVIDENCE RETENTION:

Any evidence seized by IMPACT, may be maintained in the originating jurisdiction within Douglas County where the crime occurred. Evidence involving cases not within Unincorporated Douglas County, but within the jurisdictions of CRPD, LTPD, PPD or the DA may be retained at the DCSO Evidence Section with the approval of the first-line supervisor and/or the Impact Commander. All illegal narcotics and or drugs that are submitted to the UFL for testing by the Chemist shall beretained at the DCSO Evidence Section for the duration of the investigation. All evidence retained at DCSO will be packaged, documented, and stored in compliance with DCSO policies and SOP's.

19. MEDICAL SCREENING FOR PERSONNEL ASSIGNED TO CLANDESTINE METHAMPHETAMINE LABORATORIES AND MARIJUANA GROWS:

One of the duties of an officer assigned to IMPACT is the closing and processing of clandestine methamphetamine laboratories and/or marijuana cultivations. Upon assignment to IMPACT, the Impact Commander will provide and coordinate a **baseline, annual**, and **exit** medical screening for officer(s) assigned. This will be paid from the IMPACT Operating funds and managed through DCSO Professional Standards. A copy of the medical records will be provided to each participating agency.

Each participating agency is responsible for maintaining all records associated with these medical screenings. DCSO and IMPACT do not retain any copies of files on officer's medical screenings, other than those officers who are DCSO members, based on confidentiality. The IMPACT Sergeant and or Impact Commander will ensure that each officer has completed the initial training for law enforcement officials on clandestine methamphetamine labs and or marijuana cultivations, as well as the required refresher courses.

20. TERMINATION OF PARTICIPATION:

Participation in IMPACT by a participating or contributing agency shall continue until termination of such participation is formally announced in written form. Member agencies agree that such written notice shall be provided to the Impact Commander and the IMPACT Executive Board, when possible, thirty days prior to the termination of participation. This MOU will remain in effect until terminated by the Chiefs of Parker, Lone Tree, Castle Rock Police Departments, the Sheriff of Douglas County, and the District Attorney for the 23rd Judicial District.

Any Executive Officer participating in IMPACT may terminate their participation at will by delivering a written notice. It is understood that the termination of this agreement by any one of the participating or contributing agencies will have no effect on the agreement between the other agencies.

In the event a participating or contributing agency ends its active participation in IMPACT, all IMPACT assets either titled, stored, or housed at that agency will be returned to IMPACT. An agency leaving IMPACT shall have no claim to existing IMPACT assets regardless of that agency's level of participation or contribution.

21. DISPOSITION OF ASSETS UPON DISSOLUTION OF IMPACT:

Any agency-donated equipment may be returned to the donating agency. Any IMPACT financial assets (monies) deposited at the time of this agreement will be documented so that the appropriate percentage of value at the time of the deposit may be allocated back to the participating or contributing agency to equal the original percentage of financial deposits made. All accounts will be managed in a manner in which a fair and equitable disposition of financial asset can be made at any time. The IMPACT Executive Board, after all outstanding obligations have been satisfied, will determine the division of liquidated assets.

22. ASSET FORFEITURE:

All participating and contributing agencies agree that assets/moneys/property forfeited and received as a direct or indirect result of a criminal investigation of IMPACT will be utilized primarily for the continued funding of IMPACT. Funds may also be utilized as matching funds or contributing funds for grant requirements to further the continued existence of the IMPACT Unit.

IMPACT will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies pursuant to Section 16-13-702, C.R.S., the Committee On Disposition of forfeited Property and will follow the guidelines of this MOU as outlined under EXECUTIVE BOARD Section 14; items 1-8.

23. GENERAL PROVISIONS AND REVIEW:

- Signatories to this MOU shall include executive representatives of the participating law enforcement agencies, who have been given signatory privilege by their respective elected body.
- This MOU shall become effective from the date that it has been signed by all participating entities.
- In the first quarter of each calendar year the signatories agree to conduct an annual review of the results and consequences of their cooperation under this MOU and, when appropriate, consider the need for improvements in their cooperation and make suitable proposals for modifying and updating the arrangements and scope of this MOU. The IMPACT Executive Board will review this MOU every (4) four years.
- The Executive Board shall recommend Amendments to this MOU which be reviewed for approval by the participating entities governing bodies.
- No amendment to this MOU shall enter into force until all participating entities have signed it, and any such amendment shall enter into force on the date that the last signature has been obtained.

24. MUTUAL BENEFITS TO PARTIES; CONSIDERATION:

Consideration for this MOU shall be non-monetary and shall consist of cost savings, enhanced operational efficiency and other mutual benefits to the parties and enhanced public safety and improved law enforcement activity in Douglas County through the cooperative efforts of the agencies under this MOU.

It is understood and agreed that any payment obligation of any of the agencies hereunder, whether direct or contingent, and for any claimed purpose whatsoever, shall extend only to funds appropriated by the governing body of such agency, encumbered for the purpose of the MOU, and paid into the treasury of the agency. Each agency acknowledges that no agency by this MOU irrevocably pledges present cash reserves for payments in future fiscal years and this MOU is not intended to create a multiple-fiscal year direct or indirect debt, or financial obligations of any agency.

25. STATUS OF AGENCIES:

It is understood and agreed by and among the agencies that each agency's employees shall remain employees of that agency at all times and for all purposes, notwithstanding any employees assignment to work outside the jurisdiction of the agency, and is not intended, nor shall it be construed, that any agency or any officer, employee or agent of such agency is an officer, employee, loaned employee or agent of any other agency for purposes of unemployment compensation, workers' compensation, governmental immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S, 24-10-101, et seq, for any other purpose whatsoever.

26. WHEN RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any performance by one agency hereunder constitute or be construed to be a waiver by that agency of any breach of term, covenant or condition or any default which may then exist on the part of any other agency, and the rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching agency with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants or conditions of the MOU shall be construed as a waiver of any succeeding or other breach.

27. GOVERNING LAW:

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law and any applicable federal law.

28. ASSIGNMENTS AND SUBCONTRACTING:

None of the agencies is obligated or liable under this MOU to any party other than the other agencies to the MOU. Each agency understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this MOU except upon prior written consent and approval of the other agencies, and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the agencies and such assignee or subcontractor, and each agency herein named shall remain fully responsible to the other agencies according to the terms of this MOU.

29. INSURANCE:

Each agency may be self-insured as required by Colorado law or may acquire insurance to insure the activities undertaken in this MOU.

30. LIABILITY:

Since IMPACT is not a legal entity, any legal issues, whether criminal or civil in nature, must be resolved by mutual cooperation and agreement of the participating agencies. The officer's home agency shall retain control over any notice of claim, demand for payment or other legal issue that concerns their officer or that has arisen out of actions of their officer.

Each participating agency shall retain liability for the acts or omissions of any of their employees, officers or deputies, assigned to IMPACT. The parties hereto understand and agree that the participating entities, their elected officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this MOU, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the participating entities.

No agency, by reason of this agreement, is authorized or obligated to defend or indemnify any other agency or any other person or entity. It is expressly agreed that the provisions of C.R.S. 29-5-108 shall not apply to activities performed under this MOU.

31. NOTHIRD-PARTY BENEFICIARY:

It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the agencies that are parties to the MOU, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU, including but not limited to members of the general public. It is the express intention of the agencies that any person or entity, other than the agencies who are parties to this MOU, receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.

32. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

33. SEVERABILITY:

It is understood and agreed by the agencies hereto that if any part, term or provision of this MOU, except for the provisions of the MOU requiring prior appropriation of funds and limiting the total amount payable by the agency, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the agencies shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

34. AGREEMENT AS COMPLETE INTEGRATION -AMENDMENTS:

This MOU is intended as the complete integration of all understandings between the agencies as to the subject matter of this MOU. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the agencies.

No oral representation by any officer or employee of any agency at variance with the terms and conditions of this MOU, or any written amendment to this MOU, shall have any force or effect or bind the agency. Amendments to this MOU will become effective when approved by all agencies and executed in the same manner as this MOU. This MOU and any amendments shall be binding upon the agencies, their successors, and assigns.

35. LEGAL AUTHORITY:

A. Each Agency assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this MOU.

B. This MOU has been executed by the Executive Officer of each Agency who hereby warrants and guarantees that he or she or they have been fully authorized by the agency to execute this MOU on behalf of their agency and to validly and legally bind the agency to all the terms, performances and provisions herein set forth.

C. Each Agency shall have the right, at its option, to either temporarily suspend or permanently terminate this MOU, if there is a dispute as to the legal authority of either any other Agency or the person signing the MOU on behalf of such Agency to enter into this MOU.

36. COUNTERPARTS OF THIS AGREEMENT:

This MOU shall be executed in counterparts, each of which shall be deemed to be an original of this MOU.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

37. SIGNATORIES:

By: ________________________________

Date: ________________________________

Sheriff Darren Weekly
Douglas County Sheriff's Office
Castle Rock, CO

By: ________________________________

Date: ________________________________

Joshua Rivero, Mayor
Town of Parker
Parker, CO

By: ________________________________

Date: ________________________________

Chief Kirk Wilson
Lone Tree Police Department
Lone Tree, CO

ATTEST:

____

Chris Vanderpool, Parker Town Clerk

By: ________________________________

Date: ________________________________

District Attorney George Brauchler
Office of the District Attorney for the 23rd Judicial District
Castle Rock, CO

ATTEST:

____

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

____

David Corliss, Town Manager

Approved as to form:

____

Kaitlin Parker, Assistant Town Attorney

Approved as to content:

____

Jack Cauley, Chief of Police, Castle Rock Police Dept.

PARKER
COLORADO

Request for Town Council Action

Date: February 18, 2025

Submitted By: James Prior, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.642 - First Reading**
A Bill for an Ordinance to Approve the Douglas County Regional S.W.A.T. Team Memorandum of Understanding Among the Town of Parker, the Douglas County Sheriff's Office, the City of Lone Tree, and the Town of Castle Rock

Department: **Police, Jim Prior**

Second Reading: **March 3, 2025**

EXECUTIVE SUMMARY

The participating agencies seek to continue joint efforts with a multi-agency special weapons and tactics (S.W.A.T.) team.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of this Memorandum of Understanding (MOU) is to provide a specially equipped and trained team for response to situations, both active and potential, which may require additional manpower, equipment, skills, or teamwork capabilities outside the regular resources and training of line officers. This MOU formalizes the participation of the participating agencies in a regional S.W.A.T. Team.

FINANCIAL IMPACT

Due to this being a continuation of a previous MOU, the line items have been set aside in the Police Department Budget for the purchase or replacement of tactical belts, boots, vest attachments, rifles and attachments, and other equipment not supplied by the Douglas County Sheriff's Office.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.642

RECOMMENDED MOTION

I move to approve Ordinance No. 1.642 on first reading and to schedule second reading for March 3 2025, as part of the consent agenda.

ORDINANCE NO. __1.642__, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE DOUGLAS COUNTY REGIONAL S.W.A.T. TEAM MEMORANDUM OF UNDERSTANDING AMONG THE TOWN OF PARKER, THE DOUGLAS COUNTY SHERIFF'S OFFICE, THE CITY OF LONE TREE, AND THE TOWN OF CASTLE ROCK

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 among the Town of Parker, the Douglas County Sheriff's Office, the City of Lone Tree, and the Town of Castle Rock concerning the Douglas County Regional S.W.A.T. Team, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

Section 4. 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

Douglas County

Regional S.W.A.T. Team

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is being executed by the governing bodies of the below-listed "participating agencies" in connection with the Douglas County Regional Special Weapons and Tactics Team (Team). This MOU formalizes the participation of the participating agencies in a regional S.W.A.T. Team, entered into an agreement effective as of the full execution of this MOU, and establishes operating procedures for the participating agencies. The below listed participating agencies jointly and separately agree to abide by the terms and provisions of this MOU:

- Douglas County Sheriff's Office (DCSO)
- Parker Police Department (PPD)
- Lone Tree Police Department (LTPD)
- Castle Rock Police Department (CRPD)

PURPOSE & MISSION: The participating agencies seek to establish a joint efforts with a multi-agency special weapons and tactics team (Team). The mission is to provide a specially equipped and trained team for response to situations, both active and potential, which may require additional manpower, equipment, skills, or teamwork capabilities outside the regular resources and training of line officers. This MOU formalizes the agreement between the participating agencies as it relates to the Team and its formal adoption of DCSO policy and operating procedure sections B-100 Response to Threats of Serious Bodily Injury or Death (Deadly Force Guidelines), B-106 Use of Authorized Lethal Weapons, and S-101 Douglas County Regional Special Weapons and Tactics Team (SWAT), which specifically relate to the Team and its operations.

GENERAL AGREEMENTS:

A. **COMPOSITION AND COMMAND:** The Team will be comprised of specially trained operators, negotiators, medics, snipers, K-9 support officers, team leaders, a tactical commander, and a Team Commander. The Douglas County Sheriff shall designate the Team Commander. This Team Commander will have ultimate responsibility for supervision, training, assignments, call-outs, and equipment purchases for the Team. He/she shall assume responsibility for the conduct of the Team and shall be in charge of designated SWAT operations until the operation is concluded and/or the scene is released. Command of the Team shall rest with the designated Team commander or his/her designee.

When the Team operates within the jurisdiction of or operates on behalf of, the Town of Parker, Castle Rock, or the City of Lone Tree, their respective chief of police may designate a command-level officer to jointly participate in the Team command process with the Team Commander under the concept of a Unified Command. Ultimately, the final authority for command decisions shall rest with the sheriff's designated Team Commander.

The Team Commander will maintain a cohesive communication network between the DCSO, PPD, CRPD, and LTPD command staff. Any participating agency's command staff or supervisor can call meetings to review specific incidents, callouts, investigations, or other specific concerns.

The PPD, CRPD, and the LTPD agree to assign no less than three (3) officers each (except during extreme staffing shortages) to the Team to serve as operators, negotiators, snipers, or team leaders. The DCSO agrees to assign no less than 20 deputies to the Team to serve as operators, negotiators, snipers, K-9 support deputies, or team leaders. Team Command personnel assignments are in addition to the required number of officers/deputies listed above.

Individual personnel must be a Douglas County Deputy Sheriff, or a Police Officer with either the Castle Rock, Parker, or Lone Tree Police Department to join the team. A minimum of two years of paid patrol experience with any state or local law enforcement agency. They must be endorsed by their home agency and not on any work performance plan. All candidates must be specifically authorized by the home agency's chain of command to participate in the selection process to be a member of the Douglas County Regional SWAT Team. Formal selection and dismissal of personnel from the Team will be conducted in accordance with the provisions outlined in DCSO Policy, section S-101 Special Weapons and Tactics Team; however each participating agency reserves the right to make changes in its personnel assigned to the Team at any time.

B. **POLICY, DIRECTION, & LIMITED COMMISSION:** The policy and direction of the Team shall be at the sole discretion of the Douglas County Sheriff. Prior to service on the team, each participating officer from the PPD, CRPD, and LTPD must receive a limited commission as a deputy from the Sheriff of Douglas County, giving authority for the officer to act under the direction of the Sheriff, or his/her designee, in SWAT Team situations. The officer(s) must be sworn in by the Sheriff prior to starting their assignment with the Team. Officers receiving this limited commission will have this authority only while serving in their official capacity with the Team and their commission will expire immediately upon their removal from the Team or their individual department's withdrawal from the Team.

All officers assigned to the Team will receive copies of DCSO Policies and operating procedures related to the SWAT Team, including sections B-100 Response to Threats of Serious Bodily Injury or Death (Deadly Force Guidelines), B-106 Use of Authorized Lethal Weapons, and S-101 Douglas County Regional Special Weapons and Tactics Team (SWAT). Team-assigned officers and deputies will be required to review and remain in full compliance with these policies and operating procedures while performing their duties as Team members.

C. **SUPERVISION AT THE SCENE OF A TACTICAL OPERATION:** Initial command of the situation shall be the responsibility of the on-scene commander from the jurisdiction where the event occurs or is occurring. Upon arrival, the Team Commander may assume command over the operation or tactical aspects thereof, as he/she deems necessary. Due to the dynamics of large situations, SWAT supervisors shall not be tasked with commanding aspects of situations not directly related to the mission of the Team, as proper focus must be maintained for successful tactical resolution. Command of the Team and its resources rests with the Team Commander.

D. **CALL-OUT PROCEDURES:** Any participating agency supervisor who believes a situation exists requiring the response of the SWAT Team shall adhere to the following procedure:

1. A formal request for the Team must be made by the requesting agency to the DCSO.
2. Unless impossible due to the urgency of an active event, the top leadership of the requesting agency or their designee shall give their authorization before a formal request is made to activate the Team.
3. For purposes of officer safety and public safety, the DCSO, upon request, should consider activation of the Team immediately. Undue delay in activating the Team shall be avoided.
4. Once authorized, the requesting agency's on-scene supervisor will be put in contact with the Team commander as soon as possible.
5. Once authorized for activation, all Team members will be paged with their orders via DCSO Dispatch.

E. **<u>INVESTIGATIVE GUIDELINES AND PROCEDURES:</u>** After the Team has responded and secured an incident, the agency with jurisdiction will be responsible for processing the crime scene. The Team will assist when requested to the extent possible.

F. **<u>COOPERATION BETWEEN AGENCIES:</u>** To the extent possible, all Team activity will be a joint activity, with no participating agency acting independently of another agency.

G. **<u>OPERATIONAL USES:</u>** The Team may be authorized, at the ultimate discretion of the Douglas County Sheriff or his designee, for use in the following types of incidents:

- Barricaded Subject(s)
- Hostage Situations
- High Risk Warrant Service
- Suicidal Subjects
- VIP Protection
- Special Events
- Coverage of Disasters
- Coverage of civil defense disorders
- Any other event deemed necessary by the Douglas County Sheriff or the Team Commander.

H. **<u>OPERATIONAL PROBLEMS:</u>** Operational problems will be mutually addressed and resolved by the participants from each agency. Ideally, it is agreed that resolution of operational problems will be at the lowest level possible. Any problem not resolved at this level will be referred to the Douglas County Sheriff.

I. **<u>EQUIPMENT:</u>** Equipment issued to each Team member will be purchased by the participating agencies as detailed below:

- Each participating agency must supply each Team member (except negotiators) with an approved rifle scope/sighting system, an approved phone for paging, and an approved police radio.
- The DCSO shall be responsible for the costs of providing all Team members with required training and the other required Team equipment to include uniforms, Team duty ammunition, helmet, and tactical vest.
- Each individual Team officer or deputy shall be responsible to purchase, at their own expense, any other desired and approved equipment such as gloves, boots, etc.

Equipment issued to a Team member will be the personal responsibility of the member and shall be returned to the issuing agency upon their departure from the Team or upon their individual agency's withdrawal from the Team.

J. **TRAINING:** Each Team member is required to attend a weeklong SWAT Officers Immersion School as a new member. Each Team member must also attend all monthly Team trainings unless excused by a Team Commander or Team Leader, as stated in policy S-101. Monthly training is generally conducted two Wednesdays per month, 10 hours each day.

K. **OVERTIME:** Any overtime accrued by any participating officer or deputy will be the responsibility of their individual participating agency. Overtime accrual will be managed by each participating agency's command staff or designee and is subject to approval by each agency. Any participating agency retains the right to deny his/her officer from accruing non-approved overtime. All overtime paid for work with the Team will be the responsibility of the participating agency.

L. **PRESS RELEASES:** Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred, in accordance with the releasing agencies' established media release policy. No unilateral press releases will be made by any participating agency without the prior approval of the other participating agencies. No information pertaining to the Team itself will be released to the media without the mutual approval of all participating agencies.

M. **NON-PARTICIPATING AGENCY MUTUAL AID REQUESTS:** From time-to-time, non-participating law enforcement agencies request mutual aid assistance from the Team. If mutual aid assistance is authorized, the Team will be activated in accordance with the above-listed call-out process. The decision to travel outside of Douglas County for mutual aid assistance will be the ultimate decision of the Douglas County Sheriff or his designee.

N. **USE OF FIREARMS:** It is agreed that handguns, rifles, and ammunition carried by Team members during a SWAT tactical operation shall comply with Sheriff's office weapons and ammunition policies B-106 Use of Authorized Lethal Weapons, and S-101 Douglas County Regional Special Weapons and Tactics Team (SWAT).

O. **USE AGREEMENT:** The Sheriff of Douglas County and the Chiefs of Police for the Town of Parker, Castle Rock, and the City of Lone Tree authorize the deputies or participating officers to use their own department or agency vehicle for the furtherance of the mission of the Team, in compliance with its own existing department and agency guidelines, policies and procedures.

P. **EVALUATION AND REVIEW:** The Team will be evaluated on an annual basis by supervisors from the participating agencies who may make recommendations for improving the performance of the Team.

Q. **TERM:** This agreement will remain in effect until terminated by the Chiefs of Parker, Castle Rock, Lone Tree, and the Sheriff of Douglas County. In the event a single agency elects to withdraw from participation, which can be done by an individual Chief at any time, they shall deliver a written notice of withdrawal to the Sheriff of Douglas County and the other participating agencies(s). It is understood that the termination of this agreement by any one of the participating or contributing agencies will have no effect on the agreement between the other agencies.

In the event a participating or contributing agency ends its active participation in S.W.A.T., all SWAT assets either titled, stored, or housed at that agency will be returned to S.W.A.T. An agency leaving SWAT shall have no claim to existing S.W.A.T. assets regardless of that agency's level of participation or contribution.

SIGNATURES:

By: ___________________________________

Date: _________________________________

Sheriff Darren Weekly
Douglas County Sheriff's Office
Castle Rock, CO

By: ___________________________________

Date: _________________________________

Joshua Rivero, Mayor
Town of Parker
Parker, CO

ATTEST:

____
Chris Vanderpool, Parker Town Clerk

By: ___________________________________

Date: _________________________________

Chief Jack Cauley
Castle Rock Police Department
Castle Rock, CO

By: ___________________________________

Date: _________________________________

Chief Kirk Wilson
Lone Tree Police Department
Lone Tree, CO

Request for Town Council Action

Date: February 18, 2025

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2025 Townwide Roadway Reconstruction Program (CIP25-001)**

Amount: **$1,341,991.35**

Contractor: **Chavez Construction, Inc.**

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

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement to Chavez Construction, Inc., for the 2025 Townwide Roadway Reconstruction Program (CIP25-001) for $1,341,991.35.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on February 5 for the 2025 Townwide Roadway Reconstruction Program (CIP25-001). Work includes, but is not limited to, removal and reconstruction of the northern half of Keyser Creek Avenue from Red Rosa Circle to Motsenbocker Road. The existing concrete pavement is deteriorating/failing and is being proposed to be replaced by a composite hot mix asphalt/aggregate base course pavement section. This type of street reconstruction was successfully completed on the southern half of Keyser Creek Avenue, J Morgan Boulevard, Nate Drive and Plaza Drive in the past few years.

The Town received bids from eighteen (18) contractors with Chavez Construction, Inc., being the lowest responsible bidder. Three references were contacted and all gave positive reviews. Town staff recommends moving forward with the contract award. The bids were as follows:

Chavez Construction, Inc. $1,341,991.35
HCG Construction $1,438,000.00
Asphalt Specialties Co. Inc. $1,542,136.30
Schmidt Construction Company $1,671,239.50
Villalobos Concrete, INC. $1,683,543.51
Elite Industries Inc. $1,691,671.00
Elite Surface Infrastructure $1,691,993.60
Stone and Concrete $1,816,267.60
KRM Concrete LLC $1,945,908.50
Native Sun Construction $1,957,234.70
Concrete Express, Inc $1,976,964.50

Brannan Sand & Gravel Company $2,008,386.93
Graham $2,037,189.00
CHATO'S CONCRETE, LLC $2,139,081.50
TWX $2,304,774.50
RDZ Build $2,348,179.00
JARCCO Construction LLC $2,648,107.50
Ibarra's LLC $3,497,803,951.00

Engineer's Estimate $2,055,000.00

FINANCIAL IMPACT

Funding for this roadway improvement project has been appropriated in the Streets Capital Improvement Fund (301-4310).

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date:	February 18, 2025
Submitted By:	Nathan Klass, Engineering Service Manager
Reviewed By:	Michelle Kivela, Town Manager
Title:	**Pilgrims Place Public Sidewalk (CIP23-039)**

Amount: **$173,984.70**
Contractor: **SaBell's Civil and Landscape LLC**
Department: **Engineering and Public Works, Nathan Klass'**

EXECUTIVE SUMMARY

The purpose of this agenda item is to approve the construction contract with SaBell's Civil and Landscape LLC for the Pilgrims Place Public Sidewalk project for the amount of $173,984.70.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened competitive bids on February 11, 2025, for the Pilgrims Place Public Sidewalk Project (CIP 23-039). Work includes, but is not limited to, installation of a new sidewalk, lighting upgrades, and installation of planters boxes.

The Town received bids from five (5) contractors with SaBell's Civil and Landscape LLC being the lowest responsible bidder. SaBell's Civil and Landscape LLC has successfully completed similar projects for the Town in the past with good results. Town staff recommend moving forward with the contract award. The bids were as follows:

A.D Miller Construction Services	$189,752.68
Civil Specialties Inc.	$320,119.11
KECI Colorado, Inc.	$263,747.00
SaBell's Civil and Landscape LLC	$173,984.70
Stone and Concrete	$177,278.45

FINANCIAL IMPACT

Funding for this project is secured through the Highway and Streets Capital Fund with funding from the Parker Authority for Reinvestment and a grant from the Colorado Department of Transportation.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date: February 18, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **First Amendment to Agreement for Professional Services - Equipment Upfit**

Amount: **$448,186.18**

Contractor: **Lighting, Accessory & Warning Systems (LAWS), LLC**

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

EXECUTIVE SUMMARY

Fleet replacement vehicles for 2025 require substantial upfitting of equipment and placement of Town logos to make them ready for operation. The Town Fleet and Procurement Divisions issued a request for proposals in 2024 for services related to the upfit of equipment and logos. The Town received three responses for these services. Fleet and Procurement selected LAWS for award of the contract. The contract award was based on LAWS being relatively close to the Town compared to the other entities, previous work experience, and pricing. The other two submittals, while similar in ability, were substantially further away, which would impact the fleet's ability to provide services in a timely manner and also result in additional labor costs to deliver and retrieve units for repairs and services. This contract was for one year with the ability to renew for 4 additional years. With the current year renewal, while the individual item pricing did not increase, the Town is sending more vehicles for upfitting, increasing the total cost of the contract. The proposed amended language will allow for the needed vehicles to be upfitted during this year and subsequent renewals, should the required budgets be approved.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This contract is a one-year contract (with the ability to renew for up to four (4) additional years) and provides funding to upfit units in 2025. The upfit of equipment and attunement ranges from application of Town logos and decals to complete outfit of lighting, emergency response systems, and safety packages for replacement and new units, including patrol vehicles. The contracted total includes an ongoing item for additional repairs using the Fleet Maintenance budget. This amendment is necessary to provide more flexibility under the contract to address upfit and maintenance needs throughout the year, as it can be difficult to anticipate the full scale of those needs a year in advance. This amendment therefore secures rates for the upfit and maintenance services while enabling the Town to pay the amount invoiced, rather than capping the total amount that can be spent under the agreement.

Equipment being upfit
Patrol Units - 13
Undercover Units - 3
Pickups and other equipment - 23

Additionally, $37,500 is being included in the contract to cover ongoing maintenance needs for the existing fleet of equipment. The allocation of maintenance dollars associated with this vendor is based on actual expenditures from previous years.

FINANCIAL IMPACT

Funds for this are included in the 2025 approved budget for fleet capital, replacement and operations.

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.

Request for Town Council Action

Date: February 18, 2025

Submitted By: Meagan Nakashima, Deputy Recreation Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Professional Services Agreement – Mid-America Pool Renovations, Inc**

Amount: **$250,000**

Contractor: **Mid-America Pool Renovations, Inc.**

Department: **Parks, Recreation and Open Space, Megan Arvidson**

EXECUTIVE SUMMARY

The H2O'Brien Pool remains the only public outdoor swimming facility serving the Parker community and currently requires a re-plastering process to ensure that the integrity of the pool shell is maintained while prolonging the lifespan of the pool.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The H2O'Brien Pool remains the only public outdoor swimming facility in the Parker community. Re-plastering pool shells is critical to not only ensure aesthetic qualities are upheld but also for the integrity of the pool structure. Pool plaster provides the waterproof layer between the water/chemicals and the concrete shell. An outdoor pool in the Colorado climate is subject to much more intense abuse than that of an indoor pool. Therefore, outdoor pools must be re-plastered more frequently. Delaying or ignoring regular plaster applications will lead to a compromised shell, potential water loss and safety concerns such as chipped or cracked plaster, which could potentially result in injury. The pool shell was re-plastered in 2016 and partially in 2020 with the renovation but is showing signs of significant deterioration that requires a completely new Diamond Brite covering to continue to protect the integrity and safety of this popular and heavily used pool.

FINANCIAL IMPACT

This project was scored and approved during the 2025 budget process in the amount of $225,000. The amount of the selected proposal and purchase is now $250,000. We plan to reallocate funds to this project from within the existing budget by delaying the Fieldhouse LED Lighting Upgrade to 2026 to account for the increased cost of the project.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: February 18, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Lincoln Avenue/Villagecreek Parkway Traffic Signal (CIP 24-023)**

Amount: **$474,191**

Contractor: **Lighthouse Transportation Group**

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

EXECUTIVE SUMMARY

This agenda item is for the approval of a construction contract with Lighthouse Transportation Group for constructing the Lincoln Avenue & Villagecreek Parkway Traffic Signal for the amount of $474,191.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened competitive bids on February 4, 2025, for the Lincoln Avenue/Villagecreek Parkway traffic signal project (CIP 24-023). Work includes, but is not limited to, mast arm signal pole installation, caissons, pavement markings, and traffic control.

The Town received bids from three (3) contractors with Lighthouse Transportation group being the lowest responsible bidder. Lighthouse Transportation Group is in the progress of completing a Town of Parker traffic signal project with good results. Town staff recommend moving forward with the contract award. The bids were as follows:

Lighthouse Transportation Group	$474,191.00
Morton Electric Inc.	$535,425.30
Sturgeon Electric Inc.	$478,507.97

FINANCIAL IMPACT

Funding for this project is secured through the Traffic Control Fund. Douglas County is responsible for contributing $600,000 per a previously executed Intergovernmental Agreement.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date: February 18, 2025

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

Reviewed By: Michelle Kivela, Town Manager

Title: **GLADYS O'BRIEN HOUSE - Use by Special Review - Cottage Veterinary Addition**

Applicant:	**Apple Remodeling**
Location:	**Southwest corner of Pikes Peak Avenue and Pikes Peak**
Department:	**Community Development, Amber Wood Hicken**
TRAKiT No.:	**Z24-013**

EXECUTIVE SUMMARY

The applicant, Spiro Veterinary Clinic (Cottage Veterinary Hospital), has submitted a Use by Special Review (UbSR) application to expand an existing veterinary hospital. They propose to expand their veterinary hospital with an addition to the existing building and expansion into the existing storage garage. The subject property is located on Pikes Peak Drive in the DE-Downtown East zone district.

The Town Council, in deciding the application, shall consider the following factors pursuant to Municipal Code Section 13.03.040(s):

1. The proposed use will be in harmony and compatible with the character of the surrounding areas and neighborhoods.
2. The proposed use is consistent with the Master Plan.
3. The applicant can demonstrate the proposed site is sufficient in size and shape to support the proposed use.
4. The proposed use does not require significant capital improvements that the Town has not included in its capital improvement program.
5. The proposed use does not require community facilities and levels of community services greater those available from the Town or applicable service providers.
6. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and traffic movement in the surrounding area would not cause undue multi-modal traffic impacts by development, or demonstrates the mitigation of circulation impacts to the maximum extent practicable.
7. The proposed use will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the

maximum extent practicable.

8. The proposed use will be adequately landscaped, buffered and screened to mitigate impacts.
9. The proposed use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of the Town.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The applicant, Spiro Veterinary Clinic (Cottage Veterinary Hospital), has submitted a UbSR application to expand their existing veterinary hospital. The proposed expansion is for an addition to the existing building and expansion into the existing storage garage. The subject property is located in downtown on the west side of the intersection of Pikes Peak Drive and Pikes Peak Avenue. The applicant has also submitted a site plan application for the building addition that is currently under review and may be found on the Development Tour Map or in eTRAKiT through application #SP24-073.

The subject property site is located in the new DE-Downtown East zone district and the property has been used as a veterinary hospital since the mid-1980s. For background, the Greater Downtown District - Pikes Peak zone district was adopted by the Town on October 21, 2002 and the subject property was located in the district. This zone district originally did not permit veterinary clinics but the zoning was amended on July 7, 2008 to permit them as a UbSR. The new DE-Downtown East zone district was established when the Town Council approved the Replacement Zoning Map on January 6, 2025. The DE-Downtown East zone district continues to permit veterinary clinics as a UbSR similar to the prior zoning.

Staff has reviewed the submitted application against the nine (9) criteria for a UbSR in the Land Development Ordinance and concluded that the proposal addresses the criteria. Staff has also determined that the proposal is consistent with the Parker 2035 Master Plan and Mainstreet Master Plan as to use. For more information, please see the attached Planning Commission staff report.

The UbSR application is scheduled for Planning Commission public hearing on February 13, 2025, so their recommendation is not available at the time of this report. Staff will update the Town Council about the Planning Commission recommendation at the Council public hearing.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Vicinity Map Cottage Vet
2. Staff Report Cottage Vet
3. Narrative Cottage Vet

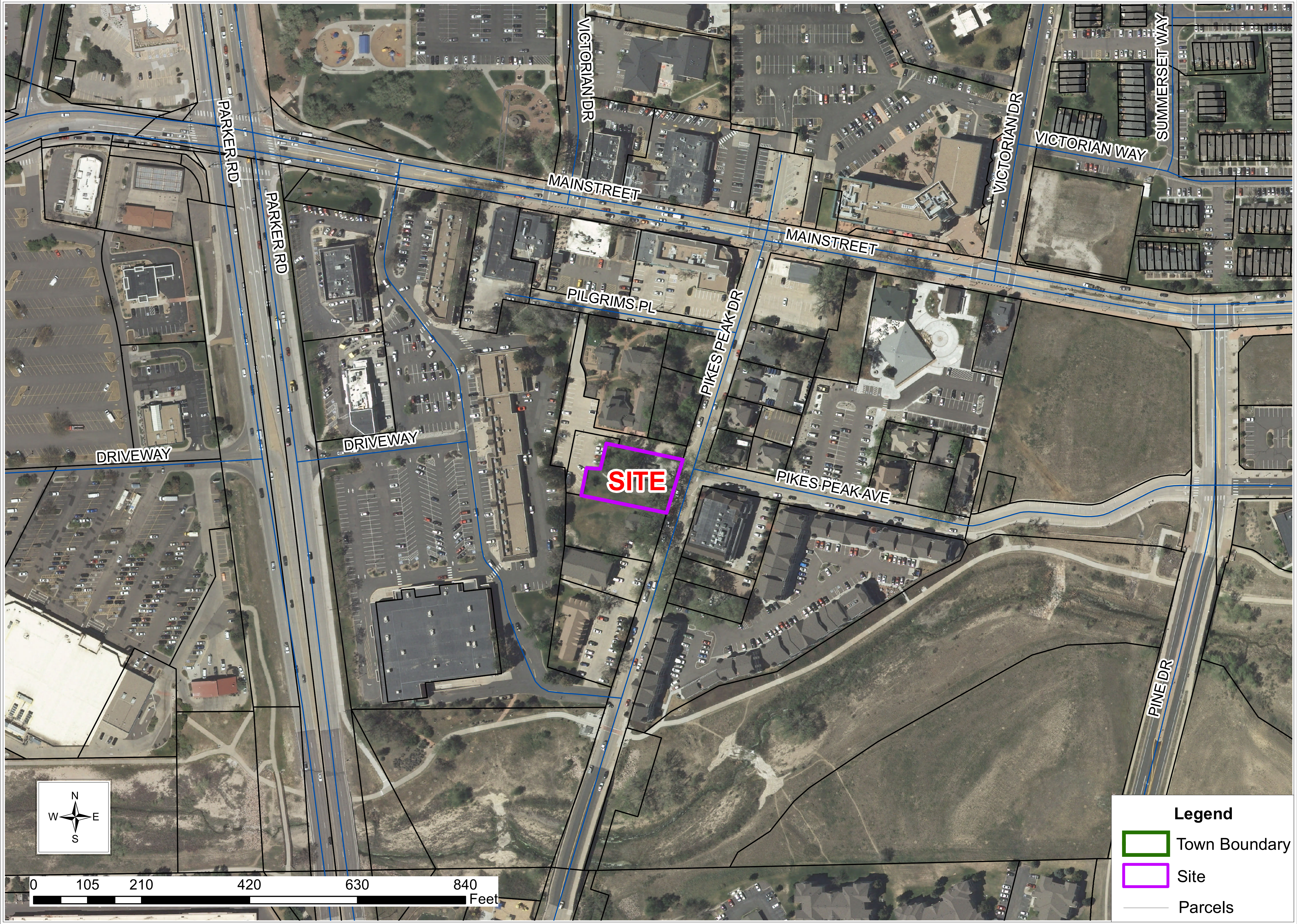
RECOMMENDED MOTION

I move to approve, based on staff findings, with the following conditions contained in the staff report:

1. The Use by Special Review materials submitted to the Community Development Department on December 31, 2024 shall be the approved Use by Special Review materials.

Cottage Vet Vicinity Map

Use by Special Review



Planning Commission Staff Report

Planning Commission Date:	**2/13/2025**
Town Council Date:	**2/18/2025**
Hearing Type:	**Public Hearing** **<u>Gladys O'Brien House Cottage Veterinary Hospital Use by Special Review</u>** **TRAKiT No.: Z24-013**
Location:	**Located on the west side of Pikes Peak Drive south of Mainstreet**
Project Planner:	**Amber Wood Hicken, Planner I**
Applicant:	**Brenda Fossett, Apple Remodeling**
Executive Summary:	**The applicant, Cottage Veterinary Hospital, is proposing a Use by Special Review for an existing non-conforming veterinary hospital. Approval of the Use by Special review will remove the non-conforming status for the veterinary use thereby allowing the use to expand. The request for Use by Special Review was submitted because Cottage Veterinary Hospital is proposing an addition to the existing building and expansion into the storage garage.**
Staff Recommendation:	**Approval**

<u>RECOMMENDED MOTIONS</u>

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Cottage Veterinary Hospital Use by Special Review to allow for an addition subject to the condition contained in staff's report:"

1. *The Use by Special Review materials submitted to the Community Development Department on December 31, 2024 shall be the approved Use by Special Review materials.*

<u>ALTERNATIVE MOTIONS</u>

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Cottage Veterinary Hospital Use by Special Review, subject to the following conditions:"

- *List conditions (either by staff or Planning Commission)*

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Cottage Veterinary Hospital Use by Special Review."

"I move the Planning Commission recommend Town Council deny Gladys O'Brien House Cottage Veterinary Hospital Use by Special Review."

- *List criteria not met (either by staff or Planning Commission).*

"I move the Planning Commission vote to continue the Gladys O'Brien House Cottage Veterinary Hospital Use by Special Review to a future date."

I. BACKGROUND/DISCUSSION

The applicant, Spiro Veterinary Clinic (Cottage Veterinary Hospital), is proposing a Use by Special Review for an existing non-conforming veterinary clinic to bring the use into conformance. The request for the Use by Special Review was submitted because Cottage Veterinary Hospital is proposing an addition to the existing building and expansion into the existing storage garage. The site is located on the west side of Pikes Peak Drive south of Mainstreet. The site plan for the building addition is currently under administrative review and can be found under project number SP24-073 in eTRAKiT.

The site is located within the Downtown East zone district. The building became a veterinary clinic in the mid-1980s after the 1981 incorporation of the town. On October 21, 2002, the Greater Downtown Pikes Peak zoning district was established and included the Cottage Veterinary Hospital site. This zoning did not permit veterinary clinics, making the clinic a legal non-conforming use. Veterinary clinics were later permitted as a Use by Special Review when the Greater Downtown Pikes Peak zoning district was modified on July 7, 2008. Veterinary clinics remain permitted as a Use by Special Review under the new zoning (Downtown East), effective on January 26, 2025.

Vicinity Map

II. PRIOR ACTIONS

Date	Action
1981	The property on the west side of Pikes Peak Drive south of Mainstreet was annexed into the Town of Parker as part of the original incorporation of the Town.
October 21, 2002	The property on the west side of Pikes Peak Drive south of Mainstreet was zoned to become part of the Greater Downtown Pikes Peak zoning district. The use became legal non-conforming.
July 7, 2008	The Greater Downtown Pikes Peak zoning district was modified to allow veterinary clinics as a Use by Special Review.
January 6, 2025	The Town adopted a replacement zoning map and new zone districts, zoning the property Downtown East. Veterinary clinics remain allowed as a Use by Special Review.

CURRENT SITE DATA

Existing Zoning	Downtown East		
Overlay District	N/A		
PD & Plan Area	Downtown East		
Master Plan Area	Mainstreet Master Plan Area		
Site Acreage	0.397 Acres		
Subdivision	Parker Central Area		
Existing Use	Commercial		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Mainstreet Master Plan Area	Downtown East	Private drive, residential, St. Matthew's Episcopal Church
South	Mainstreet Master Plan Area	Downtown East	Commercial
East	Mainstreet Master Plan Area	Downtown East	Pikes Peak Drive and commercial
West	Mainstreet Master Plan Area	Downtown East	Public parking and commercial

III. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan Area ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	The Mainstreet Master Plan envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. Focus will be placed on filling in physical gaps between existing buildings and increasing development intensity and critical mass. Appropriate land uses in the Mainstreet Master Plan Area emphasize ground-floor active uses and daytime activity. By transitioning vacant parcels located within the Mainstreet plan area into a higher intensity of daytime uses, under-utilized land within Downtown will be revitalized into developments that will contribute to Parkers local economy and job growth. To promote and enhance the Downtown character, emphasis will be placed on using high quality building materials in the design of authentic and diverse architecture.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C Land Use 1.F Land Use 1.H Jobs and Economic Vitality 1 Jobs and Economic Vitality 2.A Jobs and Economic Vitality 2.B Jobs and Economic Vitality 2.C Jobs and Economic Vitality 2.E Jobs and Economic Vitality 6
Inconsistent Goals/Strategies	None
Staff Analysis	The property is located within the Mainstreet Master Plan Area of the Town's Master Plan. The existing Cottage Veterinary Use operates in an existing building and is consistent with other commercial service land uses on Pikes Peak Drive. The use aligns with the character of the area and supports residents' ability to find services locally. The Master Plan offers the following comments to describe development in this area:

	"The Mainstreet Master Plan envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. Building upon this vision, new development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian-oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. Focus will be placed on filling in physical gaps between existing buildings and increasing development intensity and critical mass. Actively pursuing employers to the Downtown area will create a higher intensity of office jobs and higher education uses that support a daytime economy. By transitioning vacant parcels located within the Mainstreet plan area into a higher intensity of daytime uses, under-utilized land within Downtown will be revitalized into developments that will contribute to Parkers local economy and job growth. Creating a unique character for the built environment in Downtown involves creating high quality, appropriately scaled development, buildings and great public spaces for people to gather. Urban design will focus on buildings that work together to create a sense of place, great streets and connectivity between spaces and places, public art and streetscape (street trees, lighting, furnishings), without limiting a particular style or period of architecture." The Use by Special Review supports and allows for the growth of an established small business. The expansion of the veterinary clinic is classified as a commercial use, which is consistent with the General Land Use Plan (Mainstreet Master Plan Area) recommendations in Chapter 6 of the Parker 2035 Master Plan.

IV. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	**Existing/Required**	**Proposed**	**Analysis**
Setbacks	Front (minimum) – none Front (maximum) – 18 feet Side – 5 feet Rear – none	The building is currently in compliance with the setbacks. The proposed expansion will not extend into the front or side setbacks, and no rear setback standards apply.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	N/A.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Maximum height – 60 feet	The building is 20 feet high. The expansion will not change the building height.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	N/A	The lot is approximately 0.397 acres (17,290 square feet).	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Coverage	N/A	The current buildings cover 1,350 square feet. The proposed expansion will increase the building footprint by 657 square feet.	☒Consistent ☐ Inconsistent ☐ N/A
Landscaping	Section 13.08.090	The applicant will be required to meet the minimum landscaping requirements as outlined within the code.	☒Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Section 13.08.080: The minimum parking requirement for a veterinary clinic is 1 per 500 square feet net leasable area.	The applicant will be required to meet the minimum parking requirements as outlined within the code.	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Utilities	Parker Water and Sanitation District, Xcel Energy and IREA will continue to provide utility service to the development.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	Staff has determined that the proposed use meets the intent and purpose of the Downtown East zone district. All setback, height, landscaping, and parking requirements will be reviewed for compliance as a part of the concurrent site plan application review.		

V. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The property is accessible through an access point on Pikes Peak Drive. Access to the property will remain unchanged.

VI. APPROVAL CRITERIA

Section 13.03.040 Criteria for Approval for Uses Permitted by Special Review:

1. The proposed use will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

   Applicant analysis and findings:
   Cottage Veterinary Hospital has proven to be compatible and in harmony with the area since opening in the mid-1980's in this same location. The town of Parker adopted new guidelines for our area in 2002, and we have complied with those guidelines as well. Having operated harmoniously with other local businesses for approximately 40 years on Pikes Peak Drive, we look forward to many more years of being a good neighbor and providing valuable services to our many Parker clients while maintaining the harmony and character of our special building.

   Staff analysis and findings:
   The Cottage Veterinary Hospital has operated on this site since the mid-1980s without issue. Staff has not received complaints about the business during this time. The site blends well the surrounding commercial areas on Pikes Peak Drive and is a valuable business for surrounding residents.

   The proposed expansion will utilize the same colors and materials already present on the building and will not have any negative visual impacts to the historic character of the building and surrounding area.

   Therefore, staff has determined that this criterion can be satisfied.

2. The proposed use is consistent with the Town Master Plan.

   Applicant analysis and findings:
   The Master Plans 2022 published Guiding Principles which relate to this business are:
   a. "We will maintain and enhance the historic and human orientation of our Downtown as the center of Parker life." Our business is in a historic structure and has a long history itself blending with and adding to the pleasant small town feel of the area. We will maintain this ambiance and longstanding connection to the area businesses and the Parker citizens who live, work or shop for goods and services in our Greater Downtown District.
   b. "Architectural and land use design is fundamental to our identity. As our community grows, special attention will be given to promoting high quality residential and commercial development that reflects aesthetic excellence." Cottage Veterinary has maintained the historic look of its building for decades and is in the process of creating even greater harmony with the architectural guidelines of Greater Downtown through planned building improvements, while continuing to provide high quality veterinary services to the community.

c. The long-term economic well-being of the Town is fundamental to its future. Therefore, we will encourage a variety of employment opportunities, and promote unique, local businesses." Cottage Veterinary contributes to the economic vitality of Parker by providing Parker citizens with needed services at a fair price in a unique and friendly environment, while providing quality employment to Parker residents.

d. The current Master Plan calls for Commercial and Office use, and the future plan calls for Mixed Use. Cottage Veterinary Clinic compliments both of those goals.

Staff analysis and findings:
The Town's Master Plan places this parcel within the Mainstreet Master Plan Character Area. The existing Cottage Veterinary Hospital is consistent within the Mainstreet Master Plan Area classification. A full analysis of the compatibility of this use with the Parker 2035 Master Plan can be found in Section III of this Staff Report.

Therefore, staff has determined that this criterion can be satisfied.

3. The proposed site is sufficient in size and shape to support the proposed use.

Applicant analysis and findings:
The existing business has successfully operated in the existing space for over 40 years and is now expanding the building a small amount for even greater space to provide its services, while leaving 80% of the lot undeveloped.

Staff analysis and findings:
The current 1,350 square foot building sits on a 17,290 square foot lot. The proposed expansion will add 657 square feet to the current building footprint. The western portion of the lot where the new expansion will go is currently underutilized, and the expansion will not result in an overly intense use of the land.

Therefore, staff has determined that this criterion can be satisfied.

4. The proposed use does not require significant capital improvements that the Town has not included in its capital improvement program.

Applicant analysis and findings:
No capital improvements will be required.

Staff analysis and findings:
The existing roadway network around the subject property will be able to adequately accommodate the traffic generated by the existing Cottage Veterinary Hospital and any future expansions as a change in traffic patterns is not anticipated. No capital improvements are proposed in this area in 2025.

Therefore, staff has determined that this criterion can be satisfied.

5. The proposed use does not require community facilities and levels of community services greater those available from the Town or applicable service providers.

Applicant analysis and findings:
No additional city facilities nor services will be required.

Staff analysis and findings:
The existing use and proposed expansion is already serviced with all necessary community facilities.

Therefore, staff has determined that this criterion can be satisfied.

6. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and traffic movement in the surrounding area would not cause undue multi-modal traffic impacts by development, or demonstrates the mitigation of circulation impacts to the maximum extent practicable.

Applicant analysis and findings:
No traffic impact will occur. Additional sidewalks around the building will be added for better public and fire department access, and on-site parking will be increased.

Staff analysis and findings:
The existing roadway network around the site provides adequate infrastructure to support the existing use and any future expansion. All access points to the site remain the same. The expansion is not anticipated to have any impacts to traffic in the area.

Therefore, staff has determined that this criterion can be satisfied.

7. The proposed use will not create material environmental impacts on the surrounding area or the Town as a whole or demonstrates the mitigation of environmental impacts to the maximum extent practicable.

Applicant analysis and findings:
There will be no environmental impact. No additional noise will be created by the expansion, and all gases used in the facility will be in a dedicated and locked room with fire sprinklers installed.

Staff analysis and findings:
The applicant is proposing to expand the building of an existing commercial use. The expansion will add office spaces and additional exam rooms. No additional noise effects will be introduced by expanding the existing use.

Therefore, staff has determined that this criterion can be satisfied.

8. The proposed use will be adequately landscaped, buffered and screened to mitigate impacts.

   Applicant analysis and findings:
   The aforementioned items are already in place. There will be no trees removed, and the landscaping will not change. Some stone planter boxes will be added to increase the beauty of the site.

   Staff analysis and findings:
   The use currently exists on the site. The applicant is proposing to expand the building on the western portion of the site. No shrubs or trees will be removed. The site will be required to comply with all landscape standards within the Land Development Ordinance as part of the site plan review process.

   Therefore, staff has determined that this criterion can be satisfied.

9. The proposed use will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

   Applicant analysis and findings:
   Response: There will be no health, safety, or welfare impacts. On site drugs are locked up, and more fire safety and handicap access improvements will be added.

   Staff analysis and findings:
   The use currently exists on the site. The proposed building expansion on this site will be required to meet the Downtown East zoning standards and the requirements outlined within the Town Land Development Ordinance and Development Design Standards. The development will not be detrimental to the health, safety, or welfare of Town residents.

   Therefore, staff has determined that this criterion can be satisfied.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments – Use by Special Review
Parker Comprehensive Planning	Completed. No conflict with the Parker 2035 Master Plan.
Parker Public Works/ Engineering	No comment.
Parker Building	No comment.
Fire Life Safety	No comment.
Parker Economic Development	No comment.
Parker Authority for Reinvestment	No comment.

Parker Water and Sanitation District	No comment.
IREA	Approved. No comment.
PSCO/Xcel	No apparent conflict.
CenturyLink	No comment.
Comcast	No comment.
Douglas County Assessors	No comment.
Douglas County Planning/Engineering	No comment.
South Metro Fire	No comment.

VIII. CONCLUSION

The Cottage Veterinary Hospital use has been present on the site since the mid-1980s. The use was made legal non-conforming with the establishment of the Greater Downtown Pikes Peak zone district in 2002. Veterinary clinics were later allowed as a Use by Special Review in 2008, and are permitted as a Use by Special Review under the current zoning (Downtown East). The proposed building expansion is ancillary to the existing use on this site. Approval of the Use by Special review will remove the non-conforming status for the veterinary use thereby allowing the use to expand. The site plan application for the building expansion will be reviewed and approved administratively. After evaluating the information provided by the applicant for a Use by Special Review, staff has determined that the requested use meets the nine approval criteria set forth in the Land Development Ordinance and outlined in Section VI of this staff report.

IX. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Use by Special Review to allow a building expansion, subject to the conditions below:

1. That the Use by Special Review materials submitted to the Community Development Department on December 31, 2024 shall be the approved Use by Special Review materials.

X. ATTACHMENTS

1. Cottage Vet Expansion Use by Special Review Narrative
2. Cottage Vet Expansion Use by Special Review Vicinity Map

Report Approved By: Bryce Matthews, Assistant Planning Director

Narrative

Cottage Vet Clinic is adding a small 20-foot addition to the rear of the facility that will increase office size as well as adding additional exam rooms. They are also converting the current two-car garage into a pet grooming salon. There will be upgrades to the exterior as well.

PARKER COLORADO

Request for Town Council Action

Date: February 18, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.384 - Second 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**

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 second reading.

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

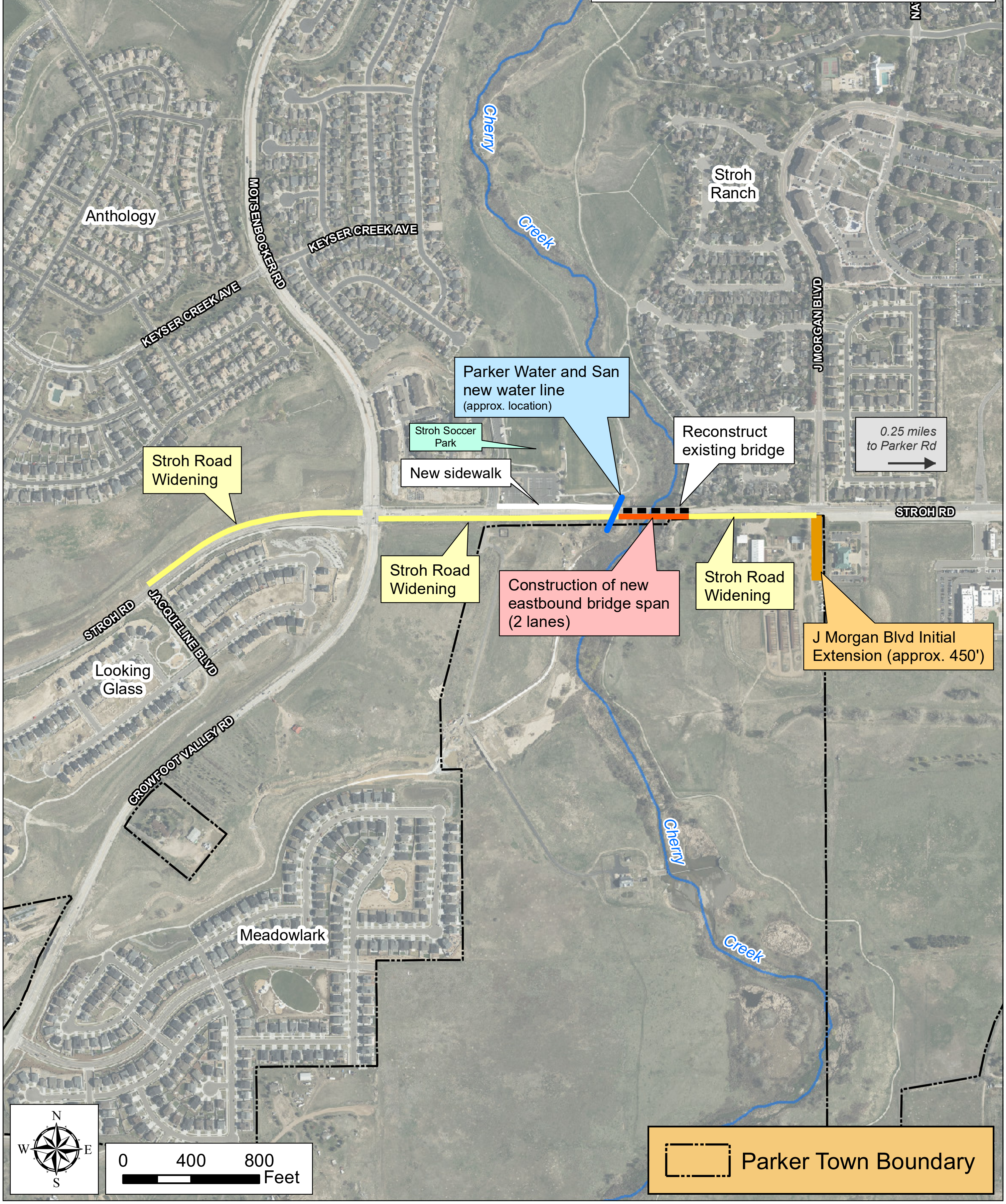


Exhibit A
Sheet 2 OF 2

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

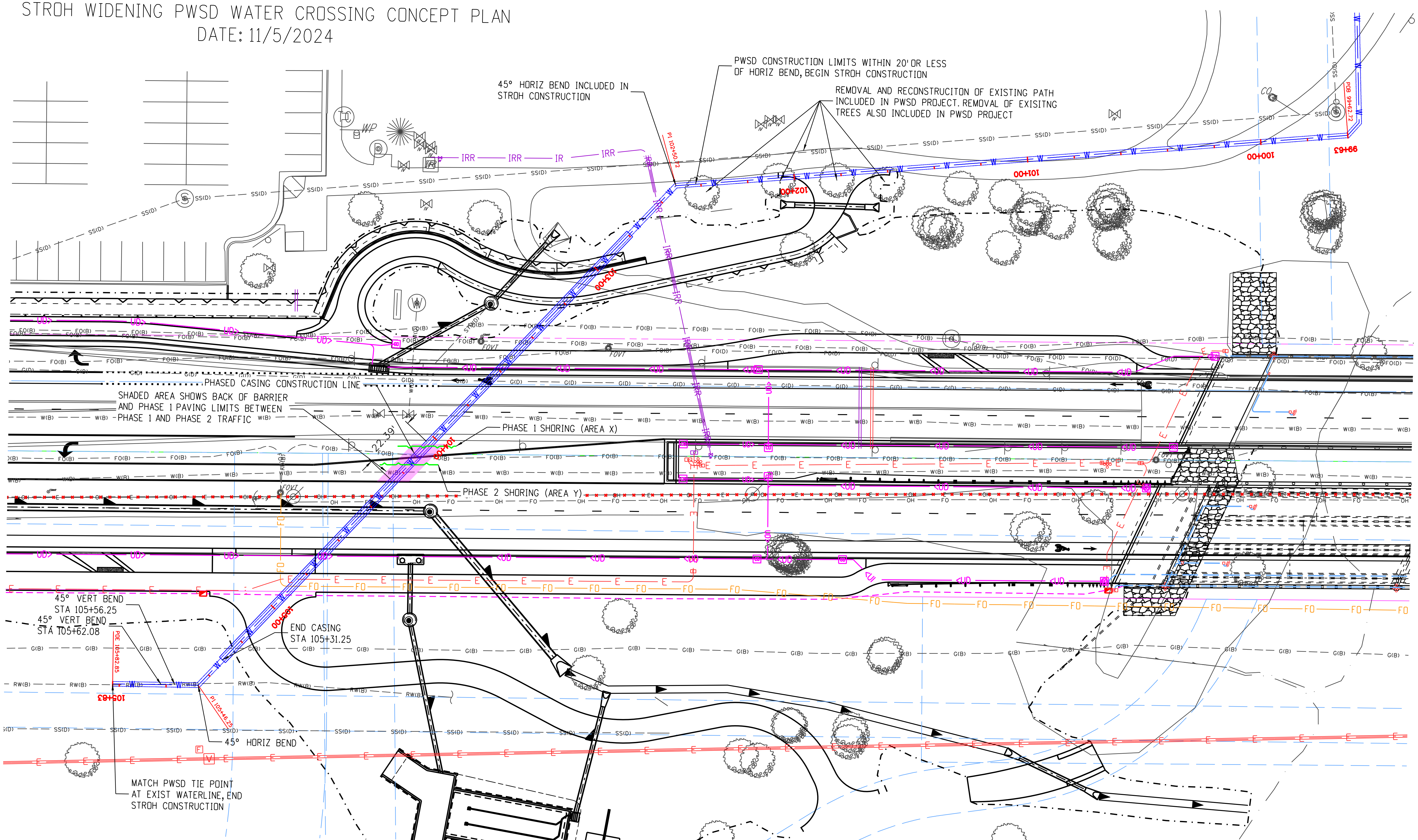


EXHIBIT B-1

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

(*See attached*)

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*)

EXHIBIT C-1

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

<u>EXHIBITS C-2, C-3, AND C-4</u>

<u>FORMS OF PERMANENT EASEMENT FROM</u>
<u>PARKER WATER AND SANITATION DISTRICT TO THE TOWN OF PARKER</u>

(*See attached*)

EXHIBIT C-2

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 18, 2025

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **Lincoln Avenue and Jordan Road Widening (CIP22-020) Construction Management, Inspection & Material Testing**

Amount: **$2,261,188**
Contractor: **Alfred Benesch & Company**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Alfred Benesch & Company for the construction management, inspection and material testing services for the Lincoln Avenue and Jordan Road Widening project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued RFQ 24-021 for the Lincoln Avenue and Jordan Road Widening project construction management services on November 18, 2024, with a deadline to respond by December 13, 2024. The project generally consists of widening Lincoln Avenue between Keystone Boulevard and Parker Road and widening Jordan Road from Rockbrook Boulevard to Lincoln Avenue.

The Town received responses from two (2) firms proposing to provide construction management, inspection, and material testing professional services during construction. A selection committee reviewed and scored the proposals and then invited the two firms to interview with the committee. After careful consideration following the interviews, the selection committee agreed that Alfred Benesch & Company is the most qualified firm for this project. A scope of work was negotiated which is approximately 7.5% of the estimated construction contract. The construction project is currently out for bid and due on February 13, 2025. It is expected that the construction contract will be scheduled for Council approval on March 3, 2025.

FINANCIAL IMPACT

Funding for this project is included as part of the 2025 Capital Improvement Fund.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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