TOWN OF PARKER COUNCIL AGENDA
March 3, 2025

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

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. **TOWN COUNCIL MEETING SCHEDULE**

   A. **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 18, 2025

B. ORDINANCE NO. 2.285 - First Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town Stroh Road and J Morgan Boulevard Right-of-Way Property in Douglas County
Department: Community Development, Julia Duncan
Second Reading: March 24, 2025

C. ORDINANCE NO. 1.630.1 - First Reading
A Bill for an Ordinance to Adopt the 2025 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Chris Fiandaca
Finance, Rhonda Willey
Second Reading: March 24, 2025

D. ORDINANCE NO. 1.643 - First Reading
A Bill for an Ordinance to Approve the Roadway Connection Agreement By and Between the Town of Parker and the Prairie Point Community Authority Board Concerning Kings Point Way
Department: Engineering and Public Works, Chris Hudson
Second Reading: March 24, 2025

E. RESOLUTION NO. 25-011
A Resolution to Accept Donations from the Greater Parker Foundation
Department: Finance, Rhonda Willey

F. RESOLUTION NO. 25-012
A Resolution to Amend Resolution No. 03-085, Series of 2003, Entitled A Resolution to Establish a Policy for Appointments to More than One Board or Commission of the Town of Parker
Department: Town Manager, Michael Lawson

G. RESOLUTION NO. 25-013
A Resolution Assigning and Transferring to Douglas County Housing Partnership all of the Town of Parker's Rights of First Refusal and First Offer to Purchase Multifamily Housing
Department: Community Development, Bryce Matthews

H. RESOLUTION NO. 25-006.1
A Resolution Amending Resolution No. 25-006, Series of 2025, which Ratified the Purchase and Binding of Insurance Coverage for the Town of Parker
Department: Human Resources, Amber Moreno
Risk Management, Bryan Gentilini

I. CONTRACTS OVER $100,000

1. *Second Amendment to Agreement for Professional Services (RFP 23-005)*
   Amount: $110,779
   Contractor: Mountain High Lawn and Landscape, LLC
   Department: Parks, Recreation and Open Space, Jeff Claar
   Parks, Recreation and Open Space, Jared Musil

2. *Recreation Center Elevator Modernization*
   Amount: $167,253
   Contractor: TK Elevator Corporation
   Department: Engineering and Public Works, Jim Gilbert

3. *2025 Townwide Maintenance Program Construction Management, Inspection and Material Testing*
   Amount: $400,000
   Contractor: Alfred Benesch & Company
   Department: Engineering and Public Works, John Mounier

4. *2025 Townwide Roadway Reconstruction Program (CIP25-001) - Professional Services Agreement*
   Amount: $108,486
   Contractor: Alfred Benesch & Company
   Department: Engineering and Public Works, Tom Gill

5. ORDINANCES

A. ORDINANCE NO. 1.641 - Second 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

B. ORDINANCE NO. 1.642 - Second 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

6. CONTRACTS OVER $500,000

Lincoln Avenue and Jordan Road Widening (CIP22-02)

Amount:	**$27,379,212.06**
Contractor:	**Hamon Infrastructure, Inc**
Department:	**Engineering and Public Works, Patrick Burke**

7. PUBLIC COMMENTS CONTINUED IF NECESSARY

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 3, 2025

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

1. Section 8.07.100 of the Parker Municipal Code regarding draft amendments to Town unauthorized camping ordinance and creation of abatement and storage policy for unauthorized campsites

2. Senate Bill 24-131 concerning sensitive spaces and draft ordinance

3. Chapter 7.02 of the Parker Municipal Code concerning parking

TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 18, 2025

Mayor Joshua Rivero called the meeting to order at 5:02 p.m. All Councilmembers were present.

Town Attorney Jamie Wynn announced that there were three topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The first topic was concerning C.R.S. Title 32 metropolitan district, a discussion about Anthology West Metro District Nos. 2-6 and dissolution of Metro District Nos. 3 and 6. The second topic was regarding C.R.S. Title 32 metropolitan district, a discussion regarding Cottonwood Highlands Metro District No. 2 request for inclusion. The third topic was Annual Town Council Open Meetings Law, CORA, and Ethics training.

EXECUTIVE SESSION

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

The motion was approved unanimously.

Anne Barrington moved and Todd Hendreks seconded to come out of Executive Session at 6:37 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

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

The motion was approved unanimously.

REGULAR SESSION

Mayor Rivero reconvened the meeting at 7:00 p.m.

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

Mayor Rivero recognized the high school students in attendance.

PUBLIC COMMENTS

Rich, Parker, spoke about President Trump, the danger to the country from his presidency, and legalizing euthanasia.

Yulia Hughes and Janeen Norton read their public comment regarding suggested snow removal improvements, which was also submitted in writing to Town Council on February 17, 2025.

Mayor Rivero entered three written public comments into the record.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES - 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*

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

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

The motion was approved unanimously.

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**

Mayor Rivero opened the Public Hearing at 7:12 p.m.

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 expanding their veterinary hospital with 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 in the DE-Downtown East zone district and has been used as a veterinary hospital since the mid-1980s.

Staff 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 determined that the proposal is consistent with the Parker 2035 Master Plan and Mainstreet Master Plan as to use. On February 13, 2025, the Planning Commission unanimously recommended approval of the application.

Ted Fossett, owner of Apple Remodeling, answered questions of the Town Council on behalf of the applicant.

Public Comments: None.

Mayor Rivero closed the Public Hearing at 7:19 p.m.

Todd Hendreks moved and Erik Frandsen seconded to approve, based on staff findings, with the following condition: 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.

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

The motion was approved unanimously.

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

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

Public Comments: None.

Brandi Wilks moved and Laura Hefta seconded to approve Ordinance No. 9.384 on second reading.

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

The motion was approved unanimously.

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
This was for the approval of a professional services agreement in the amount of $2,261,188 with Alfred Benesch & Company for the construction management, inspection and material testing services for the Lincoln Avenue and Jordan Road Widening project.

Public Comments: None.

John Diak moved and Anne Barrington seconded to approve the staff recommendation, as a part of the regular agenda.

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

The motion was approved unanimously.

ADJOURNMENT
Mayor Rivero adjourned the meeting at 7:50 p.m.

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

Request for Town Council Action

Date:	March 3, 2025
Submitted By:	Julia Duncan, Associate Planner Bryce Matthews, Assistant Director - Planning John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Manager
Title:	**ORDINANCE NO. 2.285 - First Reading** **A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town Stroh Road and J Morgan Boulevard Right-of-Way Property in Douglas County** **Department: Community Development, Julia Duncan** **Second Reading: March 24, 2025**

EXECUTIVE SUMMARY

The applicant, the Town of Parker, is proposing the annexation of additional right-of-way (ROW) for the future widening of Stroh Road and extension of J Morgan Boulevard. The property is located at the southwest corner of the intersection of Stroh Road and J Morgan Boulevard. On February 3, 2025, the Town Council approved Resolution No. 25-007 determining that the property is in substantial compliance with the State law governing annexation and set a public hearing for March 24, 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Project Description

In June of 2017, the Town of Parker entered into an Agreement for Sale and Purchase of Land with Katherine Dakota L.L.C., LaDonna Langley and John-David Langley that outlined terms for sale of a portion of the property known as the Creekside Equestrian facility. The property is located on the southwest corner of the intersection of Stroh Road and J Morgan Boulevard. The Town will extend J Morgan Boulevard south of Stroh Road in the future.

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

<u>Annexation Process</u>

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

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

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

On February 3, 2025, the Town Council approved Resolution No. 25-007 and determined that the Annexation Petition substantially complies with the requirements of the Act, C.R.S. § 31-12-107(1)(a) and set a public hearing date for March 24, 2025. The purpose of the public hearing is to consider the eligibility of the subject property to be annexed into the Town as provided by State law. The Town Council will also consider the standards for review in support of an annexation determination found in the Municipal Code and the Town Charter.

The Town has identified the Stroh Road and J Morgan Boulevard ROW property as eligible for annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act, C.R.S. § 31-12-104(a). The Town is required to process the Annexation Petition subject to the Act and the standards of review contained in the Municipal Code and Town Charter. The Town Council has the final decision-making authority for the submitted Annexation Petition because annexation is a legislative act.

State Standards for Annexation
Colorado State law requires the following minimum standards to be met:

1. At least one-sixth of the property perimeter must touch the current boundary of a municipality.
2. The property cannot be a "flag pole" (an annexation of a long roadway intended to run the boundaries out to serve just a single parcel.)
3. A "community of interests" between the particular parcel or property and the municipality can be found to exist (there are a number of ways this can be established, such as the fact that it was contemplated by the IGA between the County and Town or was part of a master plan by the municipality anticipating the property annexation.)
4. The municipality is able to extend municipal services to the property being annexed, and thereby integrate the property into the municipality.
5. There are no other municipalities which can annex the property, or, if there are other municipalities which would annex the property, no proceeding for annexation has been commenced in any other jurisdiction.
6. The annexation will not have the effect of extending the municipal boundaries more than three (3) miles.
7. An Annexation Petition has been properly filed with the municipality by the legal owners of the property requesting annexation into the municipality.

The above-referenced standards have been satisfied and staff recommends that the Town Council approve Ordinance No. 2.285 to complete the annexation process.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

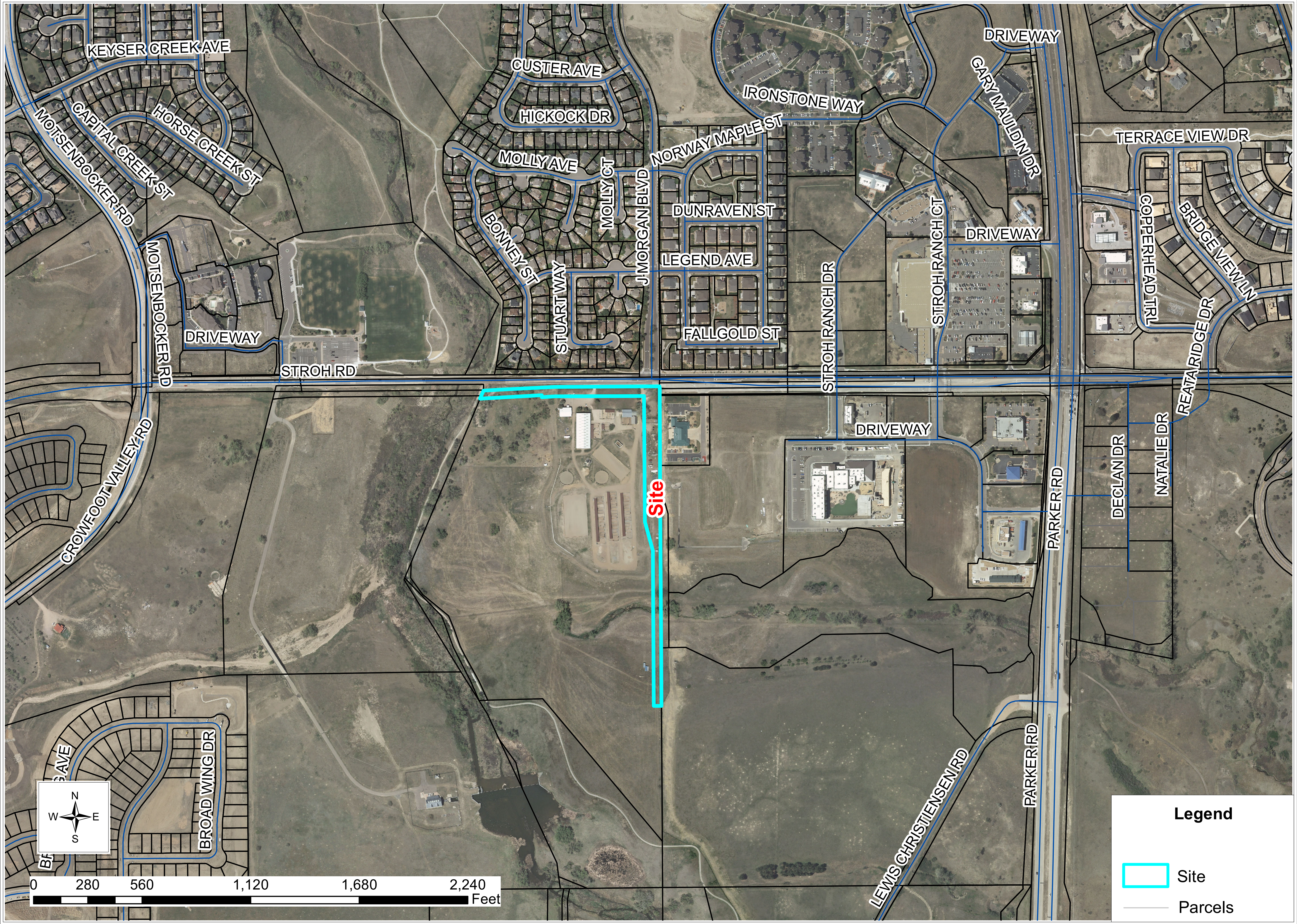
1. Vicinity Map
2. Annexation Map
3. Ordinance No 2.285

RECOMMENDED MOTION

I move to approve Ordinance No. 2.285, on first reading and to schedule second reading for March 24, 2025, as part of the consent agenda.

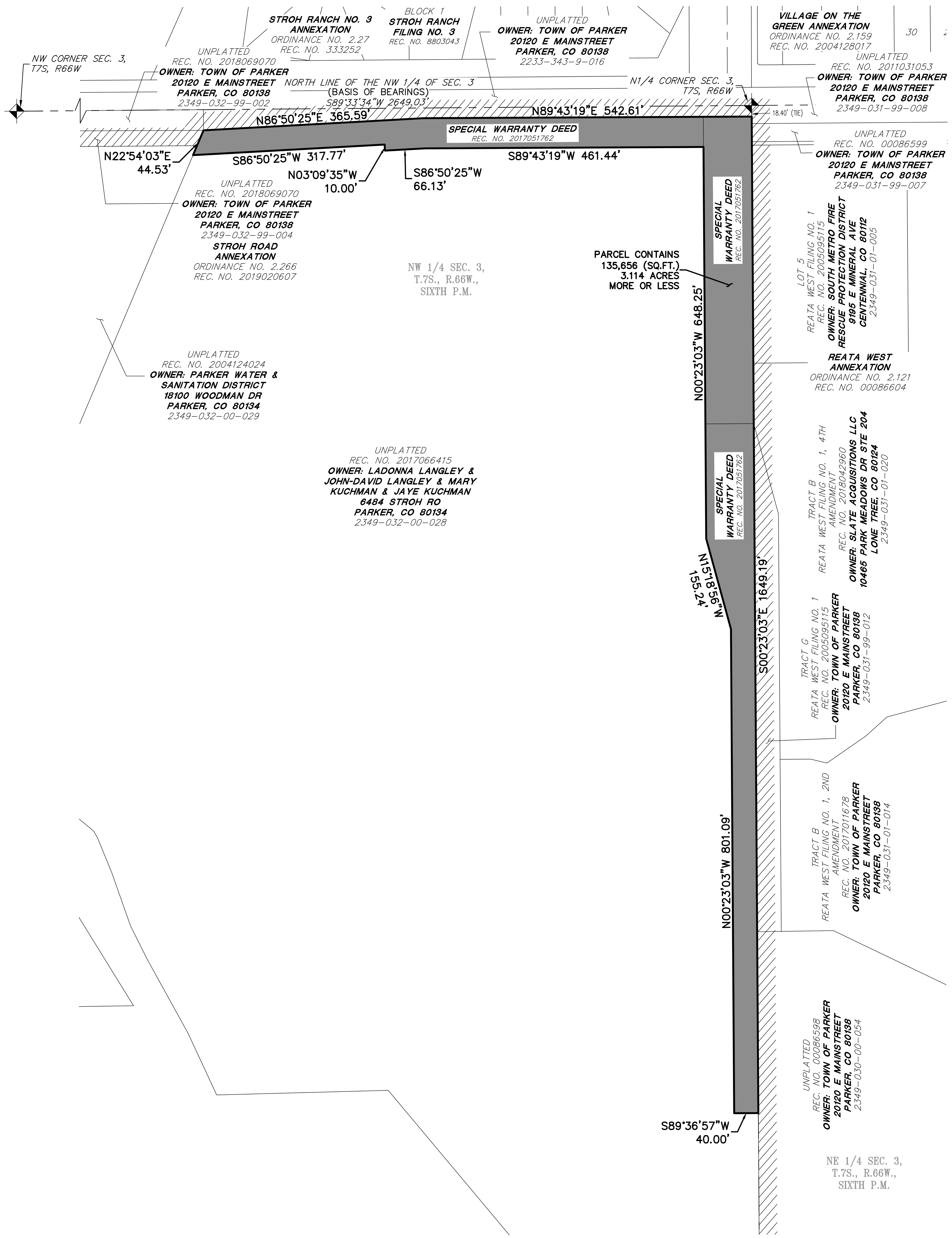
Stroh Rd. & J. Morgan ROW Vicinity Map

Annexation

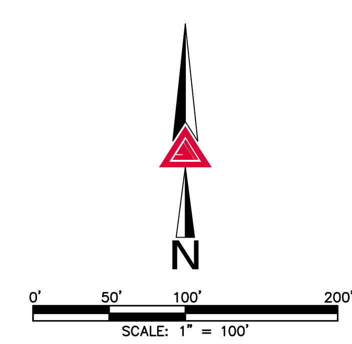


J MORGAN BLVD ANNEXATION

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



VICINITY MAP
SCALE 1" = 1000'



CONTIGUITY

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

LEGEND

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

LEGAL DESCRIPTION

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

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

GENERAL NOTES

1. BASIS OF BEARINGS

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

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

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

TOWN COUNCIL ACCEPTANCE

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

____
MAYOR, TOWN OF PARKER

____
ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

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

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

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

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

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

SCALE	CKD	DWG	DATE
1"=100'	RDS	KDS	10/15/2024

DATE	BY	REVISION DESCRIPTION

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

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

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

SHEET 1 OF 1 SHEETS

JOB NO. 24924-14

ORDINANCE NO. 2.285 , Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE TOWN STROH ROAD AND J MORGAN BOULEVARD RIGHT-OF-WAY PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, a written petition for annexation to and by the Town of Parker, Colorado, of that property described in the attached **Exhibit 1** (the "Property"), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 4. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 5. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

<u>Section 6</u>. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

<u>Section 7</u>. <u>Safety Clause</u>. 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.

<u>Section 8</u>. <u>Severability</u>. 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.

<u>Section 9</u>. <u>Effective Date</u>. 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

Legal Description

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

PARKER
COLORADO

Request for Town Council Action

Date: March 3, 2025

Submitted By: Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.630.1 - First Reading**
A Bill for an Ordinance to Adopt the 2025 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: **Finance, Chris Fiandaca**
Finance, Rhonda Willey

Second Reading: **March 24, 2025**

EXECUTIVE SUMMARY

This ordinance adopts the 2025 revised annual budget. Details of the revisions are included in Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year are submitted to Council for consideration at least twice during the year, or as needed.

Adjustments fall into two categories: carryovers and supplemental amendments. Carryovers are the reappropriation of unspent, budgeted funds from the prior year into the current year. They include multi-year capital projects for which the full project cost is budgeted in a prior year. Supplemental appropriation amendments consist of additional or new appropriation requests that were not anticipated at the time the budget was developed.

Section 9.12 of the Parker Home Rule Charter provides the authority under which these adjustments may occur. In the case of carryover requests, the available cash from the previous year is the source of funding. For supplemental amendments, additional revenue or available reserves are the sources of funding.

FINANCIAL IMPACT

Town of Parker **Exhibit A**
Summary of Revisions to 2025 Budget Ordinance 1.630.1
1st reading 03/03/2025
2nd reading 03/24/2025

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 449,000	$ 4,009,874	$ 4,458,874	$ -	$ 4,458,874
Parks and Recreation Fund	-	4,484,482	4,484,482	-	4,484,482
Cultural Fund	30,000	237,330	267,330	-	267,330
Recreation Fund	165,000	-	165,000	-	165,000
Public Improvements Fund	745,000	60,538,192	61,283,192	745,000	60,538,192
Capital Renewal and Replacement Reserve Fund	-	36,395,257	36,395,257	-	36,395,257
Excise Tax Fund	-	44,374	44,374	-	44,374
Stormwater Fund	-	29,312	29,312	-	29,312
Fleet Services Fund	-	1,040,445	1,040,445	-	1,040,445
Information Technology Fund	-	101,765	101,765	-	101,765
Total all Funds	$ 1,389,000	$ 106,881,030	$ 108,270,030	$ 745,000	$ 107,525,030

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.630.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.630.1 on first reading and to schedule second reading for March 24, 2025, as part of the consent agenda.

ORDINANCE NO. __1.630.1__, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2025 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2025 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

Town of Parker **Exhibit A**

2025 Revised Budget Ordinance 1.630.1

1st Reading	March 3, 2025	
2nd Reading	March 24, 2025	

	Revision	2025 Revised Budget
General Fund		
Beginning fund balance (unaudited)		$ 40,710,988
Revenue		85,452,544
Revenue revision	-	-
Total revised revenue		85,452,544
Total available		126,163,532
Expenditures		78,834,260
2025 Carryover	4,009,874	
Supplemental appropriation	449,000	
Total expenditure revision		4,458,874
Total revised expenditures		83,293,134
Ending fund balance		$ 42,870,398
Parks and Recreation Fund		
Beginning fund balance (unaudited)		$ 37,877,934
Revenue		15,733,409
Revenue revision	-	-
Total revised revenue		15,733,409
Total available		53,611,343
Expenditures		44,937,569
2025 Carryover	4,484,482	
Supplemental appropriation	-	
Total expenditure revision		4,484,482
Total revised expenditures		49,422,051
Ending fund balance		$ 4,189,292

Town of Parker **Exhibit A**

2025 Revised Budget Ordinance 1.630.1

1st Reading	March 3, 2025	
2nd Reading	March 24, 2025	

	Revision	2025 Revised Budget
Cultural Fund		
Beginning fund balance (unaudited)		$ 2,703,851
Revenue		7,170,800
Revenue revision	-	-
Total revised revenue		7,170,800
Total available		9,874,651
Expenditures		8,330,775
2025 Carryover	237,330	
Supplemental appropriation	30,000	
Total expenditure revisions		267,330
Total revised expenditures		8,598,105
Ending fund balance		$ 1,276,546
Recreation Fund		
Beginning fund balance (unaudited)		$ 3,281,813
Revenue		11,615,786
Revenue revision	-	-
Total revised revenue		11,615,786
Total available		14,897,599
Expenditures		12,569,208
2025 Carryover	-	
Supplemental appropriation	165,000	
Total expenditure revisions		165,000
Total revised expenditures		12,734,208
Ending fund balance		$ 2,163,391

Town of Parker **Exhibit A**

2025 Revised Budget Ordinance 1.630.1

1st Reading	March 3, 2025	
2nd Reading	March 24, 2025	

	Revision	2025 Revised Budget
Public Improvements Fund		
Beginning fund balance (unaudited)		$ 66,479,693
Revenue		31,999,152
Revenue revision	745,000	745,000
Total revised revenue		32,744,152
Total available		99,223,845
Expenditures		29,236,000
2025 Carryover	60,538,192	
Supplemental appropriation	745,000	
Total expenditure revisions		61,283,192
Total revised expenditures		90,519,192
Ending fund balance		$ 8,704,653
Capital Renwal and Replacement Reserve Fund		
Beginning fund balance (unaudited)		$ 59,794,474
Revenue		1,125,000
Revenue revision	-	-
Total revised revenue		1,125,000
Total available		60,919,474
Expenditures		225,000
2025 Carryover	36,395,257	
Supplemental appropriation	-	
Total expenditure revisions		36,395,257
Total revised expenditures		36,620,257
Ending fund balance		$ 24,299,217

Town of Parker **Exhibit A**

2025 Revised Budget Ordinance 1.630.1

1st Reading	March 3, 2025	
2nd Reading	March 24, 2025	

	Revision	2025 Revised Budget
Excise Tax Fund		
Beginning fund balance (unaudited)		$ 11,371,114
Revenue		6,590,000
Revenue revision	-	-
Total revised revenue		6,590,000
Total available		17,961,114
Expenditures		6,626,400
2025 Carryover	44,374	
Supplemental appropriation	-	
Total expenditure revisions		44,374
Total revised expenditures		6,670,774
Ending fund balance		$ 11,290,340
Stormwater Utility Fund		
Beginning fund balance (unaudited)		$ 3,327,649
Revenue		15,402,682
Revenue revision	-	-
Total revised revenue		15,402,682
Total available		18,730,331
Expenditures		12,455,401
2025 Carryover	29,312	
Supplemental appropriation	-	
Total expenditure revisions		29,312
Total revised expenditures		12,484,713
Ending fund balance		$ 6,245,618

Town of Parker **Exhibit A**

2025 Revised Budget Ordinance 1.630.1

1st Reading	March 3, 2025
2nd Reading	March 24, 2025

	Revision	2025 Revised Budget
Fleet Services Fund		
Beginning fund balance (unaudited)		$ 5,960,273
Revenue		3,441,793
Revenue revision	-	-
Total revised revenue		3,441,793
Total available		9,402,066
Expenditures		2,911,371
2025 Carryover	1,040,445	
Supplemental appropriation	-	
Total expenditure revisions		1,040,445
Total revised expenditures		3,951,816
Ending fund balance		$ 5,450,250
Technology Management Fund		
Beginning fund balance (unaudited)		$ 1,748,598
Revenue		6,918,863
Revenue revision	-	-
Total revised revenue		6,918,863
Total available		8,667,461
Expenditures		6,869,635
2025 Carryover	101,765	
Supplemental appropriation	-	
Total expenditure revisions		101,765
Total revised expenditures		6,971,400
Ending fund balance		$ 1,696,061

Town of Parker **Exhibit A**

Summary of Revisions to 2025 Budget Ordinance 1.630.1

1st reading 03/03/2025

2nd reading 03/24/2025

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 449,000	$ 4,009,874	$ 4,458,874	$ -	$ 4,458,874
Parks and Recreation Fund	-	4,484,482	4,484,482	-	4,484,482
Cultural Fund	30,000	237,330	267,330	-	267,330
Recreation Fund	165,000	-	165,000	-	165,000
Public Improvements Fund	745,000	60,538,192	61,283,192	745,000	60,538,192
Capital Renewal and Replacement Reserve Fund	-	36,395,257	36,395,257	-	36,395,257
Excise Tax Fund	-	44,374	44,374	-	44,374
Stormwater Fund	-	29,312	29,312	-	29,312
Fleet Services Fund	-	1,040,445	1,040,445	-	1,040,445
Information Technology Fund	-	101,765	101,765	-	101,765
Total all Funds	$ 1,389,000	$ 106,881,030	$ 108,270,030	$ 745,000	$ 107,525,030

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2025 Budget Ordinance 1.630.1
1st reading 03/03/2025
2nd reading 03/24/2025

Expenditures

General Fund	
Additional personnel - Communications Coordinator	110,264
Volunteers in Policing Services (VIPS)	228,736
Cover Budget Shortfall from Multiple Vehicles on Back Order from Prior Years	75,000
Additional Funding For Snowplow Budgeted in 2025	35,000
Total General Fund expenditure supplemental revision	**$449,000**
Cultural Fund	
Additional Funding for Marketing of Rental Spaces and Programming	30,000
Total Cultural Fund expenditure supplemental revision	**$30,000**
Recreation Fund	
Elevator Replacement for Recreation Center	165,000
Total Recreation Fund expenditure supplemental revision	**$165,000**
Public Improvements Fund	
Additional funding needed for Parker Water and Sanitation Waterline Along Stroh Widening Project - 100% funded by PWSD	570,000
Looking Glass Bridge Repair - 100% Funded by Developer	175,000
Total Public Improvements Fund expenditure supplemental revision	**$745,000**
Total expenditure supplemental revision	**$1,389,000**

Revenues

Public Improvement Fund	
PWSD Reimbursement for Waterline Along Stroh Widening Project	570,000
Developer Reimbursement for Looking Glass Bridge Repair	175,000
Total Public Improvement Fund revenue supplemental revision	**$745,000**
Total revenue supplemental revision	**$745,000**

Town of Parker **Exhibit A**

Detail of Carryover Revisions to 2025 Budget Ordinance 1.630.1

1st reading 03/03/2025

2nd reading 03/24/2025

Description	Amount
General Fund	
Traffic Services - 2024 Warrant Studies	1,500
Town Clerk - Title 13 LDO Codification Completion	8,000
Municipal Court - Texting Module Full Court	9,500
Finance - Finance Project To Streamline Efficiencies	250,000
Community Development - Code Compliance Officer Support	10,000
Community Development - Master Plan Update - Parker 2050 Master Plan	225,590
Community Development - Land Development Code Update	5,000
Community Development - Parker and Pine Crossroads Plan	3,380
Community Development - Landscaping and Streetscape Standards	1,600
Community Development - Water Conservation Standards Amdendments	40,000
Communications - Town Holiday Tree Extension	7,275
Patrol - Drone	15,000
Patrol - Vehicle Upfit Laws	439,293
Police Station - Tdf Fingerprint Printer	2,600
Police Station - Chiller Repair	6,114
Police Station - Evidence Drug Vault Shelving	22,050
Public Works Streets - Chambers Road Pedestrian Bridge Repair	19,838
Public Works Streets - 2024 Townwide Resurfacing Program	1,031,065
Public Works Streets - OJ Watson Upfit Plow Trucks	143,961
Public Works Streets - Sweeper (Intermountain)	408,795
Public Works Streets - 4Rivers Cementeck	30,089
Engineering & Development Serv - Engineering And Architect Services	25,274
Traffic Services - Traffic Signal Pole Inspections	39,950
Traffic Services - Fiber Inspection Project	18,800
Traffic Services - Various Traffic Signal Equipment	3,895
Traffic Services - Illuminated Street Name Signs	70,705
Traffic Services - Super Capacitors	17,822
Traffic Services - 5-Globe Light Poles	5,960
Traffic Services - Illuminated Street Name Signs	26,000
Traffic Services - Traffic Signal Cabinets	87,959
Traffic Services - Spare Alpha UPS and Cabinet	6,995
Traffic Services - Super Capacitors	55,466
Traffic Services - Signal Controller Replacement	550,000
Traffic Services - Centennial S2S Interconnect	24,200
Traffic Services - Axis Camera Station	14,531
Traffic Services - Monitors for TOC	2,426
Traffic Services - Traffic Signal Central System Replacement	350,000
Traffic Services - Centennial S2S Interconnect	25,800
Motsenbocker Building - Mots Fire Panel Upgrade	3,440
Total General Fund carryover revision	**$4,009,874**

Town of Parker **Exhibit A**

Detail of Carryover Revisions to 2025 Budget Ordinance 1.630.1

1st reading 03/03/2025

2nd reading 03/24/2025

Description	Amount
Parks and Recreation Fund	
Harvie Open Space Construction	132,966
Newlin Gulch Regional Trail	1,746,889
Salisbury Park North Design	1,439,923
High Plains Trail Connection	516,890
Recreation Center Pickleball LED Light Conversion	77,000
Rowley Downs Trail	3,238
Trail Corr Latigo-Canterberry	552,576
Cottonwood Trailhead Shelter Design and Construction	5,000
Lemon Gulch Trail	10,000
Total Parks and Recreation Fund carryover revision	**$4,484,482**

Cultural Fund	
PACE Replacing Pit Platforming	94,450
Csw Projector Replacement	2,880
Public Art Plaques	7,000
Insign Designs Website	45,000
Website Maintenance for New Site	6,000
Cultural Strategic Plan	82,000
Total Cultural Fund carryover revision	**$237,330**

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2025 Budget Ordinance 1.630.1
1st reading 03/03/2025
2nd reading 03/24/2025

Description	Amount
Public Improvement Fund	
Traffic Control - Signal-Parkglenn/Parker-276K	772,566
Traffic Control - Parker Road Responsive Signal	10,000
Traffic Control - Signal-Jordan/Cedar Gulch	10,000
Traffic Control - Dransfeldt and Parkglenn Project	604,690
Traffic Control - Signal-Chambers/Stroh	56,888
Traffic Control - Signal-Lincoln Village Cr Pkwy	13,929
Traffic Control - Signal Hess Road/Tammy Lane	570,972
Highways and Streets - Street Reconstruction Projects	26,600
Highways and Streets - Sidewalk Gap Closures	245,856
Highways and Streets - Roadway Safety Enhancements	46,000
Highways and Streets - Parker Road Sidewalk Project	14,500
Highways and Streets - Town-Wide Sign Program	183,500
Highways and Streets - Stroh Widening J Morgan to Motsenbocker	15,796,400
Highways and Streets - Medians and Entryways	188,400
Highways and Streets - Lincoln Widening-Keystone to Parker Road	21,720,132
Highways and Streets - Hess-Motsenbocker Projects	99,616
Highways and Streets - North Parker Road Improvements	449,168
Highways and Streets - Jordan Road at Lincoln Improvements	5,957,080
Highways and Streets - Parker Road Sidewalk-Village Inn to Sulphur Gulch	882,050
Highways and Streets - Parker Road Sidewalk-Pine Drive to Robinson Ranch	235,352
Highways and Streets - Cottonwood Widening - Jordan to Cherry Creek	88,200
Highways and Streets - Pilgrims Place	500,000
Highways and Streets - Kings Point Way	23,400
Highways and Streets - Parker Road/20 Mile/E-470 Mobility	750,000
Highways and Streets - Dransfeldt Extension - South of Twenty Mile Road	6,901,375
Highways and Streets - Pikes Peak Avenue	550,000
Highways and Streets - Hilltop and Parker Road Improvements	384,038
Highways and Streets - Hilltop and Canterberry Improvements	20,000
Highways and Streets - Mainstreet and Chambers Improvements	34,000
Highways and Streets - Crowfoot and Bayou Gulch Improvements	31,000
Highways and Streets - Power Line Undergrounding	6,800
Highways and Streets - Twenty Mile Bridge	66,600
Highways and Streets - Pine Lane Bridge	6,400
Highways and Streets - Parker Road Northbound/Parkglenn Improvements	455,300
Highways and Streets - Becket Drive	953,300
Urban Renewal Projects - Arbitrage for P3 Debt Funded Projects	250,000
Urban Renewal Projects - Budgetary Hold for P3 Projects	1,416,080
Urban Renewal Projects - Mainstreet Beautification	43,000
Urban Renewal Projects - South Edge O'Brien Park/Mainstreet	10,000
Urban Renewal Projects - Mainstreet/20 Mile Intersection	35,000
Urban Renewal Projects - Pikes Peak Sidewalk Improvements	10,000
Urban Renewal Projects - Mainstreet North Sidewalk	10,000
Urban Renewal Projects - Dransfeldt Widening - Main to Pony	110,000
Total Public Improvement Fund carryover revision	**$60,538,192**

Town of Parker **Exhibit A**

Detail of Carryover Revisions to 2025 Budget Ordinance 1.630.1

1st reading 03/03/2025

2nd reading 03/24/2025

Description	Amount
Capital Renewal and Replacement Reserve Fund	
Town Hall Expansion	24,930,965
PACE Parking Garage	11,464,292
Total Capital Renewal and Replacement Reserve Fund carryover revision	**$36,395,257**
Excise Tax Fund	
Hess Ranch Excise Tax Rebate - Remaining Balance	44,374
Total Excise Tax Fund carryover revision	**$44,374**
Stormwater Fund	
Clarke Farms Channel and Gulch	29,312
Total Stormwater Fund carryover revision	**$29,312**
Fleet Services Fund	
Fleet vehicles ordered in prior year(s) delayed to 2025	1,040,445
Fleet Services Fund carryover revision	**$1,040,445**
Information Technology Fund	
GIS Software - Increase in Agreement and Budget Error	50,000
IT Assessment - Multiyear Project	51,765
Total Information Technology Fund carryover revision	**$101,765**
Total carryover revision	**$106,881,030**

PARKER COLORADO

Request for Town Council Action

Date:	March 3, 2025
Submitted By:	Chris Hudson, Deputy Director of Engineering
Reviewed By:	Michelle Kivela, Town Manager
Title:	**ORDINANCE NO. 1.643 - First Reading** **A Bill for an Ordinance to Approve the Roadway Connection Agreement By and Between the Town of Parker and the Prairie Point Community Authority Board Concerning Kings Point Way**
Department:	**Engineering and Public Works, Chris Hudson**
Second Reading:	**March 24, 2025**

EXECUTIVE SUMMARY

In 2019/2020, the Town constructed the majority of Kings Point Way, north of Cottonwood Drive. However, due to ownership/development changes near the Aurora Parkway intersection, a missing section of the roadway exists. To complete the construction of this roadway, an agreement is being proposed with the Prairie Point Community Authority Board. If approved, the agreement will address and formalize the design, and construction of that missing portion of Kings Point Way.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 16, 2017, the Town entered into an annexation agreement with Douglas County Associates Limited Partnership to design and construct Kings Point Way from Cottonwood Drive to Aurora Parkway. The Town subsequently entered into a professional services agreement with Stanley Consultants to design this section of Kings Point Way. As part of this design effort, multiple landowners were coordinated with, including the Kings Point development, which is located north of the Arapahoe/Douglas County line where Aurora Parkway will be constructed in the future. Due to a planned ownership change of the Kings Point development, they were unwilling to provide necessary right-of-way or easements needed to fulfill the 2017 agreement's planned roadway construction limits. This required the design of the Kings Point Way roadway improvements to stop short of the Arapahoe/Douglas County line, leaving a gap between the planned Kings Point development's roadway improvements and the Town's improvements. This approximately 50-foot gap is the reason for this proposed roadway connection agreement.

On July 1, 2019, the Town entered into a trade contractor agreement with HEI Civil to construct Kings Point Way (CIP18-001) and this roadway's construction was completed in summer 2020.

The ownership of the Kings Point development changed at roughly the same time as the construction effort, and it became known as the Prairie Point development. In 2024, following several years of continued coordination, the Prairie Point development staff and the Town staff came to a verbal agreement where the Prairie Point development would construct the Kings Point Way gap concurrently with their construction of Aurora Parkway, but the Town would make advance payment for the Kings Point Way roadway gap. In early 2025, the details of this verbal agreement were formalized, which resulted in a proposed roadway connection agreement. As part of the agreement, design and construction are separated for the gap section of Kings Point Way. Following execution of the agreement, the Town would make payment of $6,700 for the design completed by the Prairie Point design consultant for the gap section of Kings Point Way. The Prairie Point development will include the bidding of the Kings Point Way gap with the bidding of Aurora Parkway. As a second step, the Town would make an advance payment based on unit pricing for the gap roadway section following the Prairie Point public bidding process. The Prairie Point development will construct the Kings Point gap concurrently with their construction of Aurora Parkway with Aurora staff providing oversight.

An ordinance is required to approve this roadway connection agreement with the Prairie Point Authority Board.

FINANCIAL IMPACT

The Town has budgeted funding for this gap section of Kings Point Way in the 2024 Street Capital Projects (301-4310) accounts.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.643

RECOMMENDED MOTION

I move to approve Ordinance No. 1.643 on first reading and to schedule second reading for March 24, 2025, as part of the consent agenda.

ORDINANCE NO. __1.643__, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE ROADWAY CONNECTION AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND PRAIRIE POINT COMMUNITY AUTHORITY BOARD CONCERNING KINGS POINT WAY

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 Roadway Connection Agreement by and between the Town of Parker and Prairie Point Community Authority Board concerning Kings Point Way, 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

ROADWAY CONNECTION AGREEMENT

THIS ROADWAY CONNECTION AGREEMENT is made and entered into this ___ day of _________________, 2025, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Prairie Point Community Authority Board (the "Property Owner").

RECITALS

A. The Town entered into an annexation agreement with Douglas County Associates Limited Partnership, L.L.L.P., dated October 16, 2017, and recorded with the Douglas County Clerk and Recorder's Office at Reception NO. 2017071061 (the "Annexation Agreement") to design Kings Point Way from the corporate limits of the Town to the Aurora Parkway (the "Project").

B. The Annexation Agreement provides that the Town shall use commercially reasonable efforts to substantially complete the Project following the satisfaction of certain conditions described in the Annexation Agreement, including the condition that the Town and the City of Aurora enter into an intergovernmental agreement concerning the ownership and maintenance of the Project (the "Conditions").

C. The Town entered into an intergovernmental agreement with the City of Aurora dated January 28, 2019, concerning the ownership and maintenance of the Project (the "Aurora IGA").

D. The Aurora IGA provides that the Town will commence construction of the Project at such time as (1) the right-of-way and easements necessary to construct the Project have been conveyed to the Town; and (2) the Conditions described in the Annexation Agreement have been fully satisfied.

E. The right-of-way and easements necessary to construct the Project have been conveyed to the Town and the Conditions described in the Annexation Agreement have been fully satisfied.

F. The Town entered into a second Intergovernmental Agreement with the City of Aurora dated September 26, 2024, to memorialize (1) the Town's responsibility for snow removal and street sweeping of Kings Point Way for a period of five (5) years; (2) final acceptance of the Project by Aurora; and (3) the Town's conveyance of the right-of-way and permanent easements to Aurora for the Project.

G. The Town constructed the Project to a point just south of the planned Aurora Parkway/Kings Point Way roundabout, which roundabout has been designed and will be constructed by the Property Owner (the "Roundabout") to be ultimately accepted/conveyed to the City of Aurora which includes the south leg of the Roundabout (approximately eighty-five (85) feet in length) described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "South Leg").

H. The Property Owner owns certain real property within the corporate boundaries of the City of Aurora located adjacent to the Project, which is described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Benefited Property").

I. The Property Owner, as a part of the development of the Benefitted Property, will participate with the Town in the cost to design and construct the South Leg.

J. The Town will pay to the Property Owner one hundred percent (100 %) of the cost to design and construct the South Leg located outside of the Prairie Point development (south of the Arapahoe/Douglas County line) when such costs are reviewed and approved by the Town and are contained in the approved construction contract between the Property Owner and contractor that will construct the South Leg, as provided herein. The portion of the South Leg located outside of the Prairie Point development property is approximately fifty (50) feet in length and is shown as the highlighted areas with quantities as shown/described in **Exhibit A**.

K. The Property Owner and the Town anticipate that construction of the Aurora Parkway, including the Roundabout and South Leg, may begin in 2025, and may be substantially completed and open to the travelling public in 2026/2027.

L. The Town has barricaded Kings Point Way to the south of Aurora Parkway until Aurora Parkway, including the South Leg and Roundabout, are substantially completed and open to the travelling public. The barricades will remain in place until such time that the Town receives written notice from the City of Aurora to remove them.

M. The Town and the Property Owner desire to enter into this Agreement to provide for the design and construction of the South Leg.

AGREEMENT

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>South Leg Design</u>. The Property Owner has designed the South Leg and advanced the costs necessary to complete the design of the South Leg (the "South Leg Design"). The City of Aurora has reviewed and approved the South Leg Design. The City of Aurora shall have the authority to decide disputes concerning design issues or standards related to the South Leg Design. The cost to prepare the South Leg Design was not tracked separately from the larger Aurora Parkway roundabout design prepared by the Property Owner's design consultant (the "Roundabout Design"). The Town agrees to pay the Property Owner $6,700 for the South Leg Design, which the parties mutually agree is the cost to design the South Leg (the "South Leg Design Cost"). The South Leg Design Cost is based on twelve (12%) of the engineer's estimate of the roadway costs provided by the Property Owner's design consultant to construct the South Leg, which is attached as **Exhibit C**, and incorporated by this reference.

2. Payment/Reimbursement of Costs to Design and Construct.

a. The Town will reimburse the Property Owner the South Leg Design Cost per the agreed-upon amount identified in Paragraph 1 (above) that the Property Owner paid to design the South Leg within sixty (60) days after written notice is sent to the Town by the Property Owner.

b. The Town will provide advance payment to the Property Owner for one hundred percent (100%) of the cost to construct the South Leg located south of the Property Owner's property, which is south of the Arapahoe/Douglas County line, based on the approved design for the Roundabout (the "South Leg Construction Cost"). The City of Aurora and the Town shall have the right to review and approve these costs. Unit pricing for the South Leg will be included in the Aurora Parkway roadway bid. The Property Owner shall complete the public bidding process for the Aurora Parkway roadway bid for the construction portion of the Project. The Property Owner shall provide the Town with bid responses received, together with the unit pricing provided by the lowest responsible bidder selected by the Property Owner. The South Leg Construction Cost will be based on quantities included in the engineer's estimate, which is attached as **Exhibit C**, multiplied by the unit pricing contained in the bid for the lowest responsible bidder. The City of Aurora shall have the authority to decide disputes between the Town and the Property Owner concerning the South Leg Construction Cost. The Town will provide advance payment to the Property Owner for one hundred percent (100%) of the amount of the South Leg Construction Cost within sixty (60) days after written notice is sent to the Town by the Property Owner that the South Leg Construction Cost was approved by the City of Aurora and the applicable unit costs are contained in the fully executed contract with the contractor to construct the South Leg. In no event will the Town be liable for paying the Property Owner any amount more than South Leg Construction Cost, including any unforeseen project related costs and/or claims.

3. Remedies. The Property Owner and the Town's remedies against each other under this Agreement are limited to breach of contract and only enforceable by an action in specific performance.

4. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address (and by registered or certified mail, return receipt requested, postage prepaid), as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

The Property Owner: Prairie Point Community Authority Board
c/o CliftonLarsonAllen
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
Email: Lisa.Johnson@claconnect.com
Attn: Lisa Johnson

With a Copy To: McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 200
Denver, CO 80203
Phone: 303-592-4380
Emal: legalnotices@specialdistrictlaw.com

The City of Aurora: Director of Public Works
City of Aurora
15151 E. Alameda Parkway, Suite 3200
Aurora, Colorado 80012

5. 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 annually appropriated, budgeted and otherwise made available.

6. No Waiver of Governmental Immunity Act. The Property Owner understands and agrees that the Town, its officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to Parker and Aurora.

7. 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.

8. 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.

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

10. 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.

11. Recitals. The recitals to this Agreement are incorporated herein by this reference.

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

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

TOWN OF PARKER, COLORADO

____

Joshua Rivero, Mayor

ATTEST:

____

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____

Jamie Wynn, Town Attorney

PROPERTY OWNER: PRAIRIE POINT COMMUNITY AUTHORITY BOARD

____

Brandon Wyszynski, President

STATE OF _____________)
)ss.
COUNTY OF ___________)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Brandon Wyszynski, as President of Prairie Point Community Authority Board.

My commission expires: ______________________.

SEAL

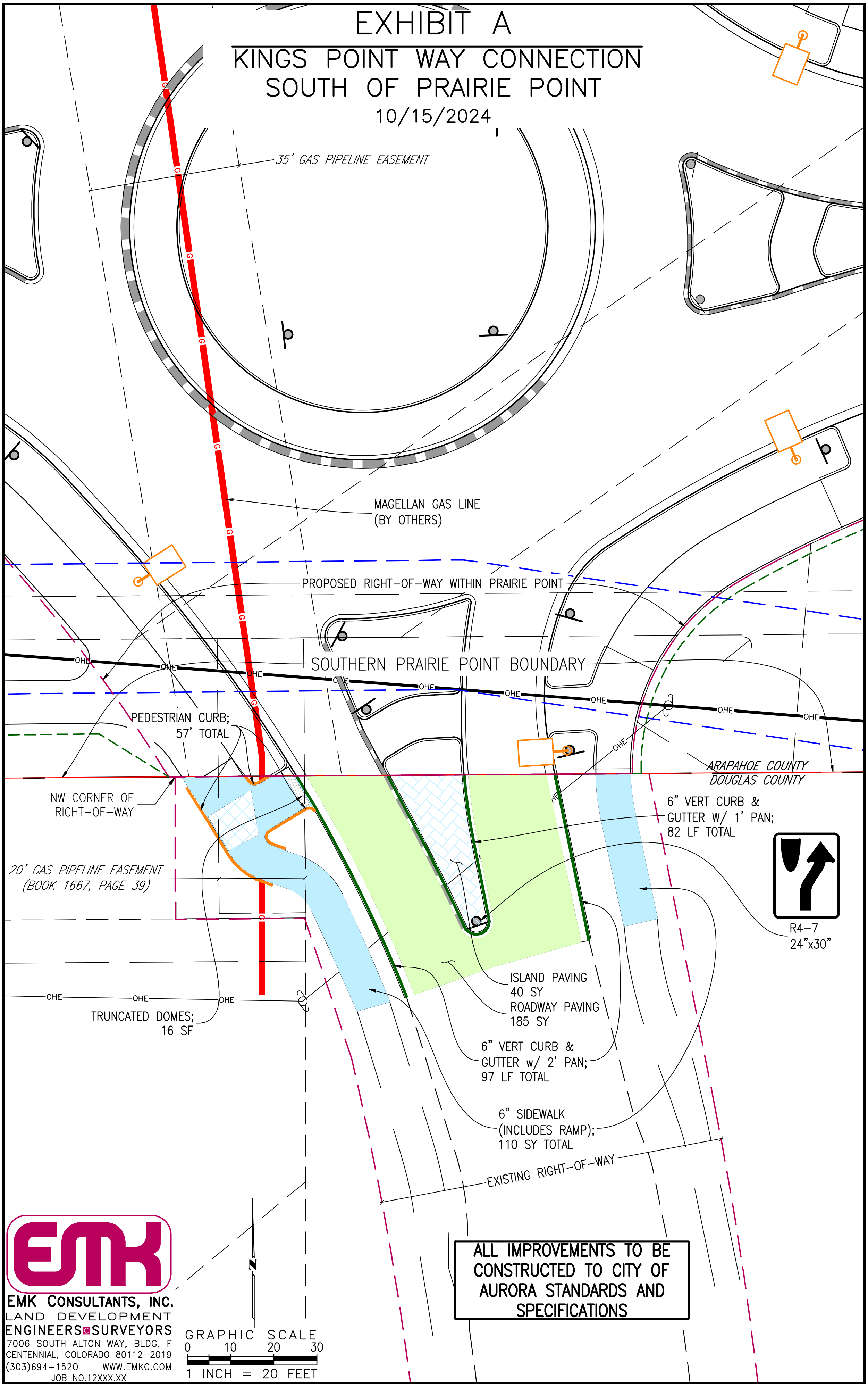
____

Notary Public

EXHIBIT A

KINGS POINT WAY CONNECTION SOUTH OF PRAIRIE POINT

10/15/2024



ALL IMPROVEMENTS TO BE CONSTRUCTED TO CITY OF AURORA STANDARDS AND SPECIFICATIONS

EMK Consultants, Inc.
LAND DEVELOPMENT
ENGINEERS SURVEYORS
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 WWW.EMKC.COM
JOB NO.12XXX.XX

Exhibit B
Kings Point Way Connection Gap Benefitted Property

EMK CONSULTANTS, INC. LAND DEVELOPMENT
ENGINEERING SURVEYING SERVICES AND SOLUTIONS
7006 S. Alton Way, Bldg F Centennial, Colorado 80112-2019 (303)694-1520 www.EMKC.com

EXHIBIT C

PRAIRIE POINT
KINGS POINT WAY OFFSITE IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST

EMK JOB NO. 12187.66 **November 4, 2024**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
STREET IMPROVEMENTS					
1.	6" Vertical Curb & Gutter	97	LF	$ 25.00	$ 2,425.00
2.	6" Median Curb & Gutter	82	LF	23.00	1,886.00
3.	Detached Concrete Sidewalk	110	SY	56.00	6,160.00
4.	ADA Pedestrian Ramp	1	EA	3,000.00	3,000.00
5.	Truncated Domes	16	SF	15.00	240.00
6.	Pedestrian Curb	57	LF	20.00	1,140.00
7.	Subgrade Preparation (1' behind curb)	246	SY	2.00	491.00
8.	16" Base Course (1' behind curb)	246	SY	27.00	6,628.50
9.	8" Asphalt Paving	185	SY	44.00	8,140.00
10.	Concrete Median Paving	41	SY	114.00	4,674.00
11.	Street Sign	1	EA	385.00	385.00
				STREET IMPROVEMENTS TOTAL	**$ 35,169.50**
EROSION CONTROL					
1.	Silt Fence	220	LF	$ 1.25	$ 275.00
2.	Sediment Control Logs (behind curb)	179	LF	3.00	537.00
3.	Rock Socks	6	EA	75.00	450.00
4.	Seeding / Mulching / Landscape / Irrigation	415	SY	9.00	3,735.00
				EROSION CONTROL TOTAL	**$ 4,997.00**
				DIRECT COSTS TOTAL	**$ 40,166.50**
INDIRECT COSTS					
1.	Mobilization	3	%	40,166.50	$ 1,205.00
2.	Surveying	3	%	40,166.50	1,205.00
5.	Erosion Control Maintenance	15	%	4,997.00	749.55
3.	Construction Materials Testing and Observation	3	%	40,166.50	1,205.00
4.	Construction Management	5	%	40,166.50	2,008.33
				INDIRECT COSTS TOTAL	**$ 6,372.86**
				CONSTRUCTION COST TOTAL	**$ 46,539.36**
	Ancillary/Miscellaneous Construction Items	20	%		**$ 9,307.87**
				GRAND TOTAL	**$ 55,847.23**

NOTE: The above costs are based on the work being completed at the same time as the Aurora Parkway infrastructure.

QUALIFICATION STATEMENT: The ENGINEER has no control over the cost of labor, materials, equipment, the contractor's method of determining prices, or over competitive bidding or market conditions. The opinion of probable construction cost provided for herein is made on the basis of his experience and qualifications and represents his best judgment as an engineer familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or construction costs will not vary from his opinions of probable cost. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

ESTIMATE PREPARED BY:
EMK CONSULTANTS, INC.

11/04/2024

Barry O. Moore, P.E. **DATE**
PROJECT MANAGER

PARKER
COLORADO

Request for Town Council Action

Date: March 3, 2025

Submitted By: Rhonda Willey, Controller

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-011**
A Resolution to Accept Donations from the Greater Parker Foundation
Department: Finance, Rhonda Willey

EXECUTIVE SUMMARY

Donations raised through the Greater Parker Foundation are transferred to the Town of Parker as they are received and used by the Town for the specific purpose of the donation. This resolution formalizes the Town's acceptance of the donations that were given to the Town for the year 2024 according to Section 15.7 of the Town of Parker Home Rule Charter.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This resolution will formalize the contributions that were given to the Town of Parker by the Greater Parker Foundation in 2024. The contributions that were made were all for cultural and police purposes.

FINANCIAL IMPACT

Donations to the Town through the Greater Parker Foundation for 2024 were $23,793.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Resolution No. 25-011

RECOMMENDED MOTION

I move to approve Resolution No. 25-011, as part of the consent agenda.

RESOLUTION NO. __25-011__, Series of 2025

TITLE: A RESOLUTION TO ACCEPT DONATIONS FROM THE GREATER PARKER FOUNDATION

WHEREAS, Section 15.7 of the Town of Parker Home Rule Charter provides that the Town Council of the Town of Parker may "receive or refuse bequests, gifts and donations;"

WHEREAS, the Town received a donation from the Greater Parker Foundation in the amount of Twenty-Three Thousand Seven Hundred Ninety-Three Dollars ($23,793.00) for fiscal year 2024 (the "Donation"); and

WHEREAS, the Town Council desires to accept the Donation.

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

Section 1. The Town Council of the Town of Parker hereby accepts the Donation, as provided by Section 15.7 of the Parker Home Rule Charter.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

Request for Town Council Action

Date: March 3, 2025

Submitted By: Michael Lawson, Assistant Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-012**
A Resolution to Amend Resolution No. 03-085, Series of 2003, Entitled A Resolution to Establish a Policy for Appointments to More than One Board or Commission of the Town of Parker

Department: **Town Manager, Michael Lawson**

EXECUTIVE SUMMARY

On October 21, 2024, Town Council created the Parker Public Art Commission and appointed its initial members, some of which currently serve on the Cultural and Scientific Commission. However, staff was unaware of Resolution No. 03-085, which establishes a policy that no person may serve on more than one board or commission established by ordinance at any one time, when they recommended the appointees to Town Council. This resolution temporarily amends Resolution No. 03-085, to allow the Cultural and Scientific Commission and the Public Art Commission to have members that serve on both commissions for the remainder of 2025. Beginning in 2026, the commissions shall not have any overlapping membership in compliance with existing policy.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 21, 2024, Town Council created the Parker Public Art Commission and appointed its initial members, some of which currently serve on the Cultural and Scientific Commission. However, staff was unaware of Resolution No. 03-085, which establishes a policy that no person may serve on more than one board or commission established by ordinance at any one time, when they recommended the appointees to Town Council. Staff desired to allow the overlapping membership in both commissions because the Public Art Commission was originally a committee of the Cultural and Scientific Commission. Staff believed that allowing the committee members to continue to serve as commissioners on the Public Art Commission would set it up for success by utilizing the members' institutional knowledge prior to appointing new members in future years.

This resolution temporarily amends Resolution No. 03-085, to allow the Cultural and Scientific Commission and the Public Art Commission to have members that serve on both commissions for the remainder of 2025. Beginning in 2026, the commissions shall not have any overlapping membership in compliance with existing policy, as those members who serve on both commissions will need to choose one, and the vacancies will be filled as set forth in each commission's bylaws.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No, 25-012

RECOMMENDED MOTION

I approve Resolution No. 25-012, as part of the consent agenda.

RESOLUTION NO. 25-012, Series of 2025

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 03-085, SERIES OF 2003, ENTITLED A RESOLUTION TO ESTABLISH A POLICY FOR APPOINTMENTS TO MORE THAN ONE BOARD OR COMMISSION OF THE TOWN OF PARKER

WHEREAS, Article VI of the Town of Parker Home Rule Charter authorizes the Town Council of the Town of Parker to establish, by ordinance, boards and commissions;

WHEREAS, Section 6.1 of the Town of Parker Home Rule Charter provides that all boards and commissions shall be appointed by the Town Council;

WHEREAS, the Town Council of the Town of Parker has established a Planning Commission, a Special Licensing Authority, a Cultural and Scientific Commission, a Youth Commission; a Parks Recreation and Open Space Commission, and a Public Art Commission;

WHEREAS, on December 1, 2003, the Town Council of the Town of Parker approved Resolution No. 03-085 establishing a policy that no person may serve on more than one board or commission established by ordinance at any one time;

WHEREAS, on October 21, 2024, the Town Council of the Town of Parker approved Resolution No. 24-053, which appointed members to the new Parker Public Art Commission, four of which members are already members of the Cultural and Scientific Commission;

WHEREAS, the Town Council desires to amend Resolution No. 03-085, which established the policy that no person may serve on more than one board or commission at any one time, in order to allow members of the Cultural and Scientific Commission who were also appointed to the Public Art Commission on October 21, 2024, to be allowed to serve on the Public Art Commission and the Cultural and Scientific Commission for the remainder of 2025; and

WHEREAS, upon expiration of the Public Art Commission members' 2025 terms, all four (4) members of the Public Art Commission who are also on the Cultural and Scientific Commission shall resign from one or the other commission, regardless of the term end date, and be replaced through the normal procedure for filling vacancies.

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

Section 1. The Town Council of the Town of Parker hereby amends Resolution No. 03-085, which established the policy that no person may serve on more than one board or commission established by ordinance at any one time, in order to allow members of the Cultural and Scientific Commission who were also appointed to the Public Art Commission on October 21, 2024, to be allowed to serve on the Public Art Commission and the Cultural and Scientific Commission for the remainder of 2025.

Section 2. Upon expiration of Public Art Commission members' 2025 terms, all four (4) members of the Public Art Commission who are also on the Cultural and Scientific Commission shall resign from one or the other commission, regardless of the term end date, and be replaced through the normal procedure for filling vacancies.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

PARKER COLORADO

Request for Town Council Action

Date: March 3, 2025

Submitted By: Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-013**
A Resolution Assigning and Transferring to Douglas County Housing Partnership all of the Town of Parker's Rights of First Refusal and First Offer to Purchase Multifamily Housing

Department: **Community Development, Bryce Matthews**

EXECUTIVE SUMMARY

A new State law, HB24-1175, creates a right of first refusal and right of first offer for local governments to purchase certain types of affordable multi-family rental properties. The Town of Parker does not have a housing authority and does not operate any affordable housing properties. However, the Town is a member of the Douglas County Housing Partnership (DCHP) which develops, owns and operates affordable housing throughout Douglas County. The proposed resolution would assign the Town's right of first refusal and right of first offer to purchase certain types of affordable multi-family rental properties to the DCHP.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 30, 2024, the Governor signed HB24-1175 into law, which establishes a right of first refusal and right of first offer for local governments to purchase certain types of existing affordable multi-family rental properties. Affordable housing is housing that is subject to one (1) or more restrictive use covenants or similar recorded agreements to ensure affordability consistent with affordable housing financing requirements. The new State law sets forth requirements and timelines for the property owner *and* the applicable jurisdiction for right of first refusal and right of first offer. An acquiring jurisdiction would have to move relatively fast if they intend to acquire an affordable, multi-family residential property. If a local government does not acquire the property, it can then be sold through a private transaction. The purpose of HB24-1175 is to preserve existing affordable housing units within the State of Colorado.

The Town is a member of the DCHP, a multi-jurisdictional housing authority formed in 2003 as a cooperative effort between local and county governments to address the lack of affordable housing for residents of the county. DCHP owns, is partial owner or has participated in the development of more than 14 affordable housing communities throughout Douglas County.

DCHP has expertise in the management and ownership of affordable housing communities that the Town lacks.

While the Town does not have staff capacity or expertise in the management and ownership of affordable housing communities, HB24-1175 allows local governments to assign their right of first refusal with respect to a qualifying property or all of the qualifying properties in their jurisdiction to a housing authority. This assignment can be made in perpetuity or for a specific period of time. Alternatively, local governments may waive their right of first refusal if they do not want to exercise this right.

Assigning the first refusal and right of first offer to DCHP has several benefits, including:

- Gives the right to an organization that is experienced in the acquisition, management and ownership of affordable housing communities.
- Continues the regional approach to affordable housing in the County, of which the Town is a part.
- Preserves existing affordable housing in the Town when these properties may be sold or their affordability controls are scheduled to expire in the future

This issue was discussed with the Town Council at the Study Session on December 9, 2024. The Town Council directed staff to proceed with this resolution that assigns the first refusal and right of first offer to the DCHP. If approved, the assignment would expire on December 31, 2029.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Resolution 25-013

RECOMMENDED MOTION

I move to approve Resolution No. 25-013 as part of the consent agenda.

RESOLUTION NO. __25-013___, Series of 2025

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S RIGHTS OF FIRST REFUSAL AND FIRST OFFER TO PURCHASE MULTIFAMILY HOUSING

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the Local Government Right of First Refusal and First Offer to Purchase Multifamily Housing Act, constituting Article 4 of Title 29, Colorado Revised Statutes, as amended, (the "Act"), to exercise the right of first refusal to purchase a qualified property or the right of first offer to purchase a qualified property, as defined in the Act, for the purpose of providing long-term affordable housing or mixed-income development;

WHEREAS, the Act provides for the assignment of the right of first refusal of a specific property or all qualified properties to a housing authority within the Town's jurisdiction, pursuant to C.R.S. § 29-4-1202(2)(b)(f); and

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's right of first refusal of a specific property or all qualified properties under the Act.

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

Section 1. The Town hereby assigns its right of first refusal and right of first offer to purchase all qualifying properties within the Town, for the purpose of providing long-term affordable housing or mixed-income development to the Douglas County Housing Partnership, as set forth in the Act. A copy of this Resolution shall be posted on the Town's website and is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 3. This Resolution shall be in full force and effect upon its passage and approval and shall expire on December 31, 2029.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: March 3, 2025

Submitted By: Amber Moreno, Human Resources Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-006.1**
A Resolution Amending Resolution No. 25-006, Series of 2025, which Ratified the Purchase and Binding of Insurance Coverage for the Town of Parker

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

EXECUTIVE SUMMARY

If approved, this resolution will amend Resolution No. 25-006 which was approved on February 3, 2025, to ratify the purchase and binding of insurance coverage for the Town of Parker for the year 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On February 3, 2025, Town Council approved Resolution 25-006 ratifying the purchase and binding of insurance coverage for the Town of Parker for 2025. The exhibit included with this resolution was amended, resulting in a change to the financial impact (a decrease of $14,998). These changes require an amended resolution.

FINANCIAL IMPACT

$1,318,474

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 25-006.1

RECOMMENDED MOTION

I move to approve Resolution No. 25-006.1 as part of the consent agenda.

RESOLUTION NO. ___25-006.1___, Series of 2025

TITLE: A RESOLUTION AMENDING RESOLUTION NO. 25-006, SERIES OF 2025, WHICH RATIFIED THE PURCHASE AND BINDING OF INSURANCE COVERAGE FOR THE TOWN OF PARKER

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

WHEREAS, on February 3, 2025, the Town Council of the Town of Parker adopted Resolution No. 25-006, which approved and ratified the binding of insurance coverages;

WHEREAS, Gallagher Insurance, acting as broker on behalf of the Town of Parker, obtained the insurance coverages identified on Exhibit A to Resolution No. 25-006;

WHEREAS, the insurance coverage premiums identified on Exhibit A attached to Resolution No. 25-006 (collectively, the "Insurance Coverages") for *General Liability Liquor Liability, Public Entity Liability, EPL, and Umbrella Access* were lower than what was indicated, while the *Excess Liability* premium was slightly higher than what was indicated, with the adjustments in total resulting in a lower *Grand Total*;

WHEREAS, the Town desires to amend Resolution No. 25-006, Series of 2025, to reflect the correct insurance coverage amounts; and

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

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

<u>Section 1</u>. The Town Council of the Town of Parker hereby approves and ratifies the binding of the Insurance Coverages identified on **Replacement Exhibit A**, which is attached hereto and incorporated herein by reference, for the 2025 fiscal year.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

REPLACEMENT EXHIBIT A

Insurance Coverages

Town of Parker

	Expiring	Renewal Insurer	2024	2025	% Change
Package					
Property	Travelers	Travelers	$ 160,714	$ 159,521	-1%
Crime			$ 1,172	$ 1,172	0%
Inland Marine			$ 17,887	$ 23,479	31%
General Liability			$ 110,890	$ 121,321	9%
Liquor Liability			$ 932	$ 950	2%
EBL			$ 370	$ 370	0%
Law Enforcement Liability			$ 88,323	$ 89,775	2%
Public Entity Liability			$ 25,005	$ 26,401	6%
EPL			$ 59,795	$ 50,834	-15%
Auto Liability			$ 63,554	$ 75,210	18%
Auto Physical Damage			$ 52,978	$ 62,144	17%
Umbrella Excess			$ 106,132	$ 120,715	14%
Total Package			**$ 687,752**	**$ 731,892**	**6%**
Excess Liability $5M xs $5M	Allied World/ Homesite Insurance Company ***(No Law)***	Arch Insurance	$ 65,247	$ 163,017	35%
Excess Liability (LEL)	Indian Harbor ***(Law Only)*** $3M xs $5M		$ 27,238		
Excess Liability (LEL)	Kinsale ***(Law Only)*** $2M xs $8M		$ 28,542		
Total Excess Liability			**$ 121,028**	**$ 163,017**	**35%**
Cyber	Cowbell	AmTrust	$ 27,720	$ 32,583	18%
Work Comp	Pinnacol	Pinnacol	$ 310,377	$ 390,982	26%
Grand Total			**$1,146,877**	**$1,318,474**	**15%**

Request for Town Council Action

Date: March 3, 2025

Submitted By: Jared Musil, Parks and Open Space Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Second Amendment to Agreement for Professional Services (RFP 23-005)**

Amount:	**$110,779**
Contractor:	**Mountain High Lawn and Landscape, LLC**
Department:	**Parks, Recreation and Open Space, Jeff Claar** **Parks, Recreation and Open Space, Jared Musil**

EXECUTIVE SUMMARY

The Mountain High Lawn and Landscape LLC contract is up for renewal in 2025, in the amount of $110,799. The renewal represents a 6.3% increase in the price for 2025 as part of the contracted renewal term pricing schedule. The overall scope of work remains the same as in 2024.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, Parks, Forestry and Open Space division utilizes a maintenance contractor to perform routine median maintenance on select Town medians. In 2023, the median contract was put out for competitive bid and awarded to Mountain High Lawn and Landscape LLC. While 2023 was the first year the Town contracted with Mountain High Lawn and Landscape LLC, the company performed well again in 2024 and met the Town's expectations outlined within the contracted scope of work. The contract is a year-to-year contract with the option to renew for four additional years (five years total) with 2025 being the second renewal. If approved, the contractor will begin routine median maintenance on April 1, 2025, and end routine median maintenance on October 1, 2025, or with final and approved weed control and trash clean up, whichever occurs last. The contracted work consists of herbaceous plant and ornamental grass trimming, weed control and trash and debris cleanup. The contract does not include irrigation maintenance as Town staff will perform this function.

FINANCIAL IMPACT

$110,799. Project funding was approved by Town Council as part of the annual budget process.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date:	March 3, 2025
Submitted By:	Jim Gilbert, Deputy Director of Operations Meagan Nakashima, Deputy Recreation Manager
Reviewed By:	Michelle Kivela, Town Manager
Title:	**Recreation Center Elevator Modernization**
	Amount: $167,253
	Contractor: TK Elevator Corporation
	Department: Engineering and Public Works, Jim Gilbert

EXECUTIVE SUMMARY

Facilities Maintenance in coordination with Parker Recreation is requesting the Council's approval to proceed with the modernization project for the elevator at the Recreation Center. This project is being performed one year ahead of the anticipated rehabilitation schedule. Late in 2024, the elevator's main control board became inoperative, leaving the elevator out of service for a long period of time. This modernization effort is being performed to mitigate future downtime and provide the facility with a reliable elevator at this facility.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The elevator at the Recreation Center has been in service for 25+ years with little or no issues until recently. A planned modernization of the elevator was being planned for 2026, but due to recent service issues, staff is recommending accelerating this project. The recent service issues include a major failure of the primary control board. The elevator service provider was concerned that a replacement board may not be available and also provided information related to other aged components and concerns about the ability to obtain parts in a timely manner.

Town staff, in conjunction with the vendor, identified a proposed plan of action to mitigate future periods of inoperability and are recommending proceeding with a planned modernization of the elevator components a year earlier than scheduled. This modernization will replace and upgrade the majority of the components while keeping the car and main infrastructure associated with the elevator in use. It is noted that elevator components such as the jack (or cylinder) tend to have very long lead times, and it is best practice to plan for repairs rather than wait for them to be required.

FINANCIAL IMPACT

The anticipated cost for this modernization project is $167,253. Recreation staff is submitting a budget supplemental request to address the financial aspect of this project. The Recreation Fund has the ability to cover this repair in 2025, and Finance has communicated support for expediting this project.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY 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: March 3, 2025

Submitted By: John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2025 Townwide Maintenance Program Construction Management, Inspection and Material Testing**

Amount: **$400,000**
Contractor: **Alfred Benesch & Company**
Department: **Engineering and Public Works, John Mounier**

EXECUTIVE SUMMARY

This consent agenda item is for the approval of a professional services agreement with Alfred Benesch & Company for the construction management, inspections and material testing for the 2025 Townwide Maintenance Programs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker utilizes engineering consultants to perform a variety of tasks associated with our annual Townwide Roadway Maintenance programs. These tasks include contract preparation, construction management, on-site inspections and construction materials testing. These tasks are incorporated in our annual resurfacing, preservation, concrete replacement and asphalt patching programs. These combined annual maintenance programs represent approximately $8 million dollars of authorized 2025 contracted roadway maintenance and repair.

In years past, Town staff have kept the professional services agreements for these programs separate due to scheduling and tracking purposes. In 2025, with the addition of another significant program (Townwide Asphalt Patching) that will require additional consultant services. Staff now recommends that we combine these multiple (3+1) agreements into one (1) agreement to provide us with more flexibility to cover all the work elements within these programs while maintaining the ability to track these programs individually.

Per the Engineering/Public Works Department Procedure Manual, Alfred Benesch & Company has been selected as the engineering consultant for these maintenance programs after reviewing their proposal, scope and fee schedule. Alfred Benesch & Company has consistently demonstrated the ability to provide the Town of Parker with good value and excellent service in past years. Therefore, they are qualified and best suited to assist the Town of Parker in completing these annual maintenance programs in a timely and cost-effective manner.

FINANCIAL IMPACT

Funding for this professional service agreement has been appropriated through the Public Works/Streets R&M accounts 101-4310-3445 and 101-4310-3446.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	March 3, 2025
Submitted By:	Tom Gill, Associate Project Manager
Reviewed By:	Michelle Kivela, Town Manager
Title:	**2025 Townwide Roadway Reconstruction Program (CIP25-001) - Professional Services Agreement**

Amount:	**$108,486**
Contractor:	**Alfred Benesch & Company**
Department:	**Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Alfred Benesch & Company for the construction management, material testing and material testing services for the 2025 Townwide Roadway Reconstruction Program project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town engages consultants for construction management, inspection and material testing for capital improvement projects. Per the Procurement Procedures for Professional Services section of the Engineering/Public Works Department Procedure Manual, Alfred Benesch & Company was selected from the Town's prequalified consultant list for construction management services for the 2025 Townwide Roadway Reconstruction Program project.

The 2025 Townwide Roadway Reconstruction Program consists of reconstructing the French Creek Avenue pavement between Motsenbocker Road and Red Rosa Circle. This selection followed a review of their project-specific proposal (scope and fee), and in addition, they provided construction management services on the 2023 Reconstruction Program project within the same neighborhood. Their unique qualifications, capacity and interest in this project were the main considerations leading to the selection. Therefore, they are most qualified to meet the contractor's anticipated schedule and are best suited for this particular project.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects 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.

PARKER
COLORADO

Request for Town Council Action

Date: March 3, 2025

Submitted By: Ken La Velle, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.641 - Second 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

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. The Town of Parker pays contributing funds for participation with the IMPACT team, which are accounted for in the yearly budget.

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 second reading.

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: March 3, 2025

Submitted By: James Prior, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.642 - Second 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

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 second reading.

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

PARKER
COLORADO

Request for Town Council Action

Date: March 3, 2025

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **Lincoln Avenue and Jordan Road Widening (CIP22-02)**

Amount: **$27,379,212.06**

Contractor: **Hamon Infrastructure, Inc**

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

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Hamon Infrastructure Inc., for the Lincoln Avenue and Jordan Road Widening project (CIP22-020 and CIP23-013) for $27,379,212.06

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued a "Notice to Bidders" for proposals for the Lincoln Avenue and Jordan Road Widening project (CIP22-020 and CIP23-013) on January 9, 2025, with the proposals (bids) publicly opened on February 18, 2025. The Project proposes to make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road and Jordan Road between Stonegate Parkway and Lincoln Avenue. The roadways will be widened from a four (4) lane section to a six (6) lane section. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

The Town received bids from five (5) contractors, with Hamon Infrastructure Inc. being the lowest responsible bidder. Hamon Infrastructure has a long history of working successfully with the Town, most recently completing the Cottonwood Drive Widening project. The bid results were as follows:

Engineers Estimate	$30,373,906.75
Hamon Infrastructure Inc	$27,379,212.06
Structures Inc	$27,805,097.91
HEI Civil	$28,189,360.50
FNF Construction Inc	$29,236,918.24
SEMA Construction Inc	$30,241,593.33

FINANCIAL IMPACT

Funding for this project is included as part of the approved 2025 Highway and Streets Capital Project fund. The Town will assume the long-term maintenance of the roadway and bridges, which will require additional annual funding in future years for maintenance supplies and operation costs.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

ENHANCE ECONOMIC VITALITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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