

TOWN OF PARKER COUNCIL AGENDA

April 7, 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 - March 24, 2025*

- B. *ORDINANCE NO. 3.372.3 - First Reading*
A Bill for an Ordinance to Amend Subsection 13.05.030(e) of the Parker Municipal Code Concerning Car Washes
Department: Community Development, Bryce Matthews
Second Reading: April 21, 2025
- C. *ORDINANCE NO. 9.385 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the Town of Parker Regarding Maintenance and Operation Responsibilities Associated with the Parker Road Multiuse Path Pine Drive to Stroh Road Project CDOT Project Number CRP M039-010 (Subaccount #: 25906) and Town of Parker Project CIP23-042
Department: Engineering and Public Works, Patrick Burke
Second Reading: April 21, 2025
- D. *RESOLUTION NO. 25-018*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2025 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews
- E. *RESOLUTION NO. 25-019*
A Resolution to Determine, Upon Recommendation of the Town Manager, that the Public Interest Will Be Served By a Single Source Contract Concerning the Townwide Bridge Approach Slab Settlement Injection Lifting Project
Department: Engineering and Public Works, Chris Hudson
- F. *RESOLUTION NO. 25-020*
A Resolution Accepting the Conveyance of a Drainage Easement from KPL Development LLC, for a Portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment
Department: Engineering and Public Works, Charles Kudlauskas
- G. *RESOLUTION NO. 25-021*
A Resolution Accepting the Conveyance of a Drainage Easement from C2E Building Corporation for Cherrywood Commercial F1 AMD 1 L2A – C2E Charter School
Department: Engineering and Public Works, Charles Kudlauskas
- H. *RESOLUTION NO. 25-024*
A Resolution Repealing Resolution No. 97-003 and Resolution No. 01-011, and Delegating the Establishment of the Relevant Neighborhood for Liquor License Applications to the Town of Parker Special Licensing Authority
Department: Town Clerk, Chris Vanderpool

I. BECKET DRIVE EXEMPTION PLAT

Department: Town Attorney, Jim Maloney

1. RESOLUTION NO. 25-022

A Resolution to Exempt Certain Real Property Commonly Known as the Becket Drive/Brompton Way Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

2. RESOLUTION NO. 25-023

A Resolution to Allow a Waiver of Section 13.08.090 of the Parker Municipal Code for the Site Plan for Parker Meadows

J. CONTRACTS OVER \$100,000

1. Pine Drive and Summerset Lane Traffic Signal (CIP24-033)

Amount: \$214,789.00

Contractor: Adiona Transportation Solutions, LLC

Department: Engineering and Public Works, Patrick Burke

2. 2025 Townwide Pavement Markings Long Line Project (CIP 25-008)

Amount: \$302,242.50

Contractor: Kolbe Striping

Department: Engineering and Public Works, Eli Vidales

3. 2025 Townwide Pavement Markings Crosswalks & Symbols (CIP 25-009)

Amount: \$202,296.44

Contractor: Colorado Barricade

Department: Engineering and Public Works, Eli Vidales

4. Jordan Road Widening - CORE Electric Relocation

Amount: \$174,952 + \$9,403 = \$184,355

Contractor: CORE Electric Cooperative

Department: Engineering and Public Works, Patrick Burke

5. Lincoln Avenue/Pine Drive Intersection Improvements (CIP 25-018) Preliminary Engineering

Amount: \$121,165

Contractor: Wilson & Company

Department: Engineering and Public Works, Tom Gill

6. Stroh Road Widening Project (CIP23-033) Construction Administrative Services

Amount: \$148,103.53

Contractor: RMS Inc.

Department: Engineering and Public Works, Nathan Klass

7. *Trade Contractor Agreement for the Roof Top Unit Replacement at the Fieldhouse*
Amount: \$265,125
Contractor: Daikin Applied Americas, Inc.
Department: Engineering and Public Works, Jim Gilbert
8. *Traffic Signal Controller Replacement Project (24-020)*
Amount: \$341,400
Contractor: Econolite Control Products, Inc.
Department: Engineering and Public Works, Eil Vidales

5. **RESOLUTIONS**

RESOLUTION NO. 25-014

A Resolution to Appoint One Regular Member to Fill a Vacancy on the Parker Parks, Recreation and Open Space Advisory Commission and to Appoint a Chair

Department: Parks, Recreation and Open Space, Mary Colton

6. **PUBLIC HEARINGS**

TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER MAINSTREET EXCHANGE

Department: Economic Development, Weldy Feazell

7. **ORDINANCES**

A. ORDINANCE NO. 5.28.26 - Second Reading

A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Regarding Local Festival Permits and Required Warning Signage

Department: Town Clerk, Chris Vanderpool

B. ORDINANCE NO. 9.247.1 - Second Reading

A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and Highlands Ranch Metro District, Concerning the Continued Implementation and Funding of the Douglas County Youth Initiative Program

Department: Town Manager, Michelle Kivela

8. CONTRACTS OVER \$500,000

Stroh Road Widening Project (CIP23-033) - Construction Management, Inspection, & Material Testing

Amount: \$1,299,676

Contractor: Alfred Benesch & Company

Department: Engineering and Public Work, Nathan Klass

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

April 7, 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. American Academy Litigation - update regarding recent mediation outcome and next steps
2. Douglas County Home Rule Discussion Regarding Process, Charter Commission, Legal Authority of Home Rule Counties, and Potential Town Impacts

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 24, 2025**

Mayor Joshua Rivero called the meeting to order at 5:30 p.m. All Councilmembers were present.

Town Attorney Jamie Wynn announced that there were two 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 a Cherry Creek South Metropolitan District request to handle enforcement and other HOA functions and general discussion regarding HOAs and metropolitan districts based on Colorado Revised Statutes Title 32, the Town of Parker Model Service Plan and Model Intergovernmental Agreement, and the Parker Municipal Code. The second topic was regarding House Bill 24-1007 (occupancy bill) passed in the 2024 legislative session.

Councilmember Anne Barrington stated that she has a conflict of interest on the first Executive Session item. She advised that the Cherry Creek Metropolitan District has filed a lawsuit against her for an issue that will most likely be resolved. Following discussion by Council, it was agreed that a conflict did exist.

Erik Frandsen moved and John Diak seconded that Council has determined that for this Cherry Creek Metropolitan District discussion, Councilmember Anne Barrington appears to have a conflict of interest where it may affect her judgment and her participation in this item.

The motion carried unanimously with Councilmember Anne Barrington abstaining.

EXECUTIVE SESSION

Anne Barrington moved and Todd Hendreks seconded to enter into Executive Session at 5:35 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 left the Executive Session at 5:35 p.m. and returned at 6:39 p.m.

Todd Hendreks moved and Brandi Wilks seconded to come out of Executive Session at 6:55 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

The following item was discussed during the Work Session:

- Douglas County Parks Grant - The Town was finally invited to present its application for the Douglas County parks and open space grant to the Board of County Commissioners today. Lone Tree, Castle Rock, and a group representing Sterling Ranch have already presented to the County Commissioners. The Town will know the outcome of the grant process in the next few weeks and hopes to receive \$9 million over four years.

Brandi Wilks moved and Todd Hendreks seconded to recess the regular meeting.

The motion was approved unanimously.

REGULAR SESSION

Mayor Rivero reconvened the meeting at 7:10 p.m.

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

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA*A. APPROVAL OF MINUTES - March 3, 2025**B. ORDINANCE NO. 5.28.26 - First Reading*

A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Regarding Local Festival Permits and Required Warning Signage

Department: Town Clerk, Chris Vanderpool

Second Reading: April 7, 2025

C. ORDINANCE NO. 9.247.1 - First Reading

A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and Highlands Ranch Metro District, Concerning the Continued Implementation and Funding of the Douglas County Youth Initiative Program

Department: Town Manager, Michelle Kivela

Second Reading: April 7, 2025

D. RESOLUTION NO. 25-010

A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

Department: Cultural, Carrie Glassburn

E. RESOLUTION NO. 25-015

A Resolution Accepting the 2024 Cash and/or Tangible Property Donations to the Town of Parker

Department: Town Attorney, Kelsey Hall

F. RESOLUTION NO. 25-016

A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor of the Town of Parker

Department: Town Attorney, Jamie Wynn

*G. CONTRACTS OVER \$100,000**1. Purchase of Snow Mitigation Material - Magnesium Chloride*

Amount: \$180,000

Contractor: GMCO

Department: Engineering and Public Works, Scott Borzillo

2. *Purchase of Snow Mitigation Material - Granular Salt*

Amount: \$355,000
Contractor: Enviro Tech Services
Department: Engineering and Public Works, Scott Borzillo

3. *Trade Contractor Agreement*

Amount: As approved by budget
Contractor: High Country Low Voltage LLC
Department: Cultural, Kevin Newton

4. *Purchase of Fitness Equipment*

Amount: \$155,923.37
Contractor: Advanced Exercise
Department: Parks, Recreation and Open Space, Meagan Arvidson

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

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.

RESOLUTIONS

RESOLUTION NO. 25-017

A Resolution Providing Consent to the Inclusion of Lots 1 and 2, Compark Village Filing No. 7, Amendment No. 4, Within Cottonwood Highlands Metropolitan District No. 2 (Commercial District)

Department: Town Attorney, Jamie Wynn

Passage of this resolution approved a request from the Cottonwood Highlands Metropolitan District No. 2 ("District"), a commercial district, for the inclusion of certain property within the District that was not part of the Inclusion Area previously specified in the Service Plan for the District. The property owners of the subject parcel of land requested inclusion into the District.

Michael Vickers, Denver, the property owner requesting inclusion in the District made a brief presentation and answered questions of Council.

Public Comments: None.

Todd Hendreks moved and Anne Barrington seconded to approve Resolution No. 25-017, as 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.

PUBLIC HEARINGS

A. ORDINANCE NO. 1.630.1 - Second 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**

Mayor Rivero opened the Public Hearing at 7:31 p.m.

Passage of this ordinance adopted the 2025 revised annual budget which was detailed in Exhibit A of the ordinance.

Public Comments: None.

Mayor Rivero closed the Public Hearing at 7:53 p.m.

Laura Hefta moved and Erik Frandsen seconded to approve Ordinance No. 1.630.1 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

B. UNPLATTED STROH RANCH ROAD AND J MORGAN BOULEVARD RIGHT-OF-WAY ANNEXATION

Applicant: Town of Parker

Location: Southwest corner of Stroh Road and J Morgan Boulevard

**Department: Community Development, Bryce Matthews
Engineering and Public Works, Nathan Klass**

TRAKiT No.: ANX24-007

Mayor Rivero opened the Public Hearing at 7:59 p.m.

The applicant, the Town of Parker, proposed the annexation of right-of-way (ROW) located at the southwest corner of the intersection of Stroh Road and J Morgan Boulevard. 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 of widening Stroh Road and extending J Morgan Boulevard. The property meets all state and local standards for annexation.

Public Comments: None.

Mayor Rivero closed the Public Hearing at 8:07 p.m.

1. RESOLUTION NO. 25-008

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Town Stroh Road and J Morgan Boulevard Right-of-Way Property for Annexation into the Town of Parker

Todd Hendreks moved and Anne Barrington seconded to approve Resolution No. 25-008.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

2. ORDINANCE NO. 2.285 - Second 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

Todd Hendreks moved and Laura Hefta seconded to approve Ordinance No. 2.285 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.

ORDINANCES

ORDINANCE NO. 1.643 - Second Reading

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

Department: Engineering and Public Works, Chris Hudson

In 2019/2020, the Town constructed most Kings Point Way, north of Cottonwood Drive; however, due to ownership/development changes near the Aurora Parkway intersection, an approximate 50-foot 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 which will address and formalize the design and construction of that missing portion of Kings Point Way.

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.

Passage of this ordinance approved this roadway connection agreement with the Prairie Point Authority Board.

Public Comments: None.

Erik Frandsen moved and John Diak seconded to approve Ordinance No. 1.643 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

Stroh Road Widening Project (CIP 23-033) - Construction Contract Award

Amount: \$17,797,112.71

Contractor: FNF Construction Inc.

Department: Engineering and Public Work, Nathan Klass

The purpose of this item was to approve the construction contract with FNF Construction Inc. for the Stroh Road Widening Project for the amount of \$17,797,112.71.

Public Comments: None.

John Diak moved and Brandi Wilks 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 8:44 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor



Request for Town Council Action

Date: April 7, 2025

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.372.3 - First Reading**
A Bill for an Ordinance to Amend Subsection 13.05.030(e) of the Parker Municipal Code Concerning Car Washes
Department: Community Development, Bryce Matthews
Second Reading: April 21, 2025

EXECUTIVE SUMMARY

The Town proposes to amend *Section 13.05.030(e)(28), Car Wash*, of the Land Development Ordinance (LDO). The proposed amendment will establish use-specific standards for the development of car washes that apply to all zoning districts, including Planned Developments (PD) zones.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As the Town has neared its buildout, Town staff has closely monitored the remaining commercial areas in the Town in order to assess future economic vitality. The Town relies on retail-generating commercial uses to ensure its long-term economic stability; therefore, Town staff is now proposing use-specific standards to more appropriately locate car washes within commercially-zoned areas. The proposed changes described below are intended to preserve valuable commercial space for more active retail-generating uses while continuing to allow car wash development within the Town. The proposed amendment to the LDO would establish the following standards for car wash use throughout the Town, including in PD zoning districts:

1. Minimum 500-foot buffer to schools and other sensitive uses;
2. Minimum 250-foot buffer to a *Hard Corner* or residentially zoned property; and
3. Maximum of two (2) car wash uses within 660-feet of a *Hard Corner*.

The proposed amendment to LDO *Section 3.05.030, Use-Specific Standards*, reads as follows:

(e) (28) Car wash. Car washes in all zone districts including Planned Developments (PD):

- a. *Car washes shall not be located within five hundred (500) feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group*

- residential facility, or a day care establishment.*
- b. *Car washes shall not be located within two hundred fifty (250) feet of:*
 1. *A Hard Corner; or*
 2. *A residentially zoned property.*
 - c. *There shall not be more than two (2) car washes located within six-hundred sixty (660) feet of any single Hard Corner.*

The proposed amendment to the LDO for car wash use will have the following public benefit(s):

1. It strikes a balance by continuing to permit car wash use while directing the development of the use to appropriate locations in commercial districts.
2. It establishes new standards for the use to address concerns about community character, economic vitality and mitigation of impacts.
3. It aligns the use-specific standards for car washes with those for similar auto-oriented uses such as automotive fuel sales (gas stations).
4. It preserves *Hard Corners* for appropriate commercial uses that support the Parker 2035 Master Plan goals for community character, economic vitality and future growth/development.

The proposed amendment to the LDO that establishes new use-specific standards for car washes is consistent with the goals and strategies of the Parker 2035 Master Plan as described in the attached Planning Commission staff report.

For context, staff has attached a map showing the location of existing car washes, where they may be developed in the future and those areas that are designated as a *Hard Corner*.

The Planning Commission considered the proposed amendment to the LDO at their meeting on March 27, 2025 and unanimously recommended that Town Council adopt the proposed Ordinance regarding car washes.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 3.372.3
2. Planning Commission Staff Report
3. Car Wash Map

RECOMMENDED MOTION

I move to approve Ordinance No. 3.372.3 on first reading and to schedule second reading for April 21, 2025, as part of the consent agenda.

ORDINANCE NO. 3.372.3, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO AMEND SUBSECTION 13.05.030(e) OF THE PARKER MUNICIPAL CODE CONCERNING CAR WASHES

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

Section 1. Subsection 13.05.030(e) of the Parker Municipal Code is amended to read as follows:

13.05.030 Use-specific standards.

* * *

(e) Commercial uses.

* * *

(28) Car wash. Car washes in all zone districts including Planned Developments (PD):

a. Car washes shall not be located within five hundred (500) feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group residential facility, or a day care establishment.

b. Car washes shall not be located within two hundred fifty (250) feet of:

a1. A hard corner; or

b2. A residentially zoned property.

c. There shall not be more than two (2) car washes located within six hundred sixty (660) feet of any single hard corner.

* * *

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

Parker Municipal Code

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



Planning Commission Staff Report

Planning Commission Date: 3/27/2025

Town Council Date: 4/21/2025

Hearing Type: **Public Meeting**
An Ordinance to Amend Section 13.0.030(e)(28) of the Parker Municipal Code Concerning Car Washes

Location: **Townwide**

Project Planner: **Bryce Matthews, Assistant Director - Planning**

Applicant: **Town of Parker**

Executive Summary: The Town proposes to amend *Section 13.05.030(e)(28) Car Wash* of the Parker Municipal Code. The proposed changes will incorporate use-specific standards for car washes that will apply to all zone districts including Planned Developments (PD's).

Staff Recommendation: **Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding car washes."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding car washes with the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny an ordinance to amend the Parker Municipal Code regarding car washes:"

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

"I move the Planning Commission vote to continue an ordinance to amend the Parker Municipal Code regarding utilities."

I. BACKGROUND/DISCUSSION

In 2024, the Town Council expressed concern about the number and location of development proposals for car washes in the Town. The Council also indicated their concern about the potential impact of a proliferation of car washes upon community character and economic vitality.

The Town Council directed staff to advance a proposal which would create new use-specific standards for car washes that align with the standards for gas stations. The draft LDO amendment to implement Council direction would establish the following standards for car wash uses throughout the Town, including in Planned Development (PD) zone districts:

1. Minimum 500-foot buffer to schools and other sensitive uses;
2. Minimum 250-foot buffer to a *Hard Corner* or residentially zoned property; and
3. Maximum of two (2) car wash uses within 660-feet of a *Hard Corner*.

The draft LDO amendment to *Section 3.05.030 Use-Specific Standards*, would read as follows:

(e) (28) Car wash. Car washes in all zone districts including Planned Developments (PD):

- a. Car washes shall not be located within five hundred (500) feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group residential facility, or a day care establishment.*
- b. Car washes shall not be located within two hundred fifty (250) feet of:*
 - 1. A Hard Corner; or*
 - 2. A residentially zoned property.*
- c. There shall not be more than two (2) car washes located within six hundred sixty (660) feet of any single Hard Corner.*

For context, staff has attached a map showing the location of existing car washes, where they may be developed in the future under the current code and those areas that are designated as a *Hard Corner*.

II. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent ☐ Not Applicable
Master Plan Character Discussion	The Master Plan includes <i>Chapter 9 Jobs and Economic vitality</i> which sets forth the Town's desire to balance Parker's business and retail community to it includes a variety of diverse business types. This proposed change will support preservation of key corner parcels for retail uses. In addition, <i>Chapter 6 Land Use</i> seeks to 1.A. Strengthen the identity of Parker by encouraging a balance of land uses that supports a high quality of life and contributes to the hometown character of our community 1.D. Encourage transitions between different land uses and intensities.

	1.H. Encourage land uses that create a sense of community among those who work, live and play within appropriate neighborhood 1.J. Continue to review our Land Development Ordinance to assure that it is fair, consistent and understandable.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.D Land Use 1.H Land Use 1.J Jobs and Economic Vitality 2.B
Inconsistent Goals/Strategies	None
Staff Analysis	Amending the code regarding limiting the location of car washes will preserve commercial corners for retail and other commercial services, preserve space for land uses that create a sense of community and will protect sensitive uses from the impacts of car washes such as traffic, idling cars and noise. The proposed change is consistent with the Parker 2035 Master Plan.

III. CONCLUSION

The draft LDO Amendment will preserve *Hard Corners* for other types of commercial uses that promote economic vitality, protect sensitive uses that may be impacted by car washes and balance the goal of limiting the car wash use while still providing an opportunity for their development in appropriate locations.

Staff recommends that the Planning Commission recommend that Town Council approve an ordinance that will amend the Land Development Ordinance regarding car washes.

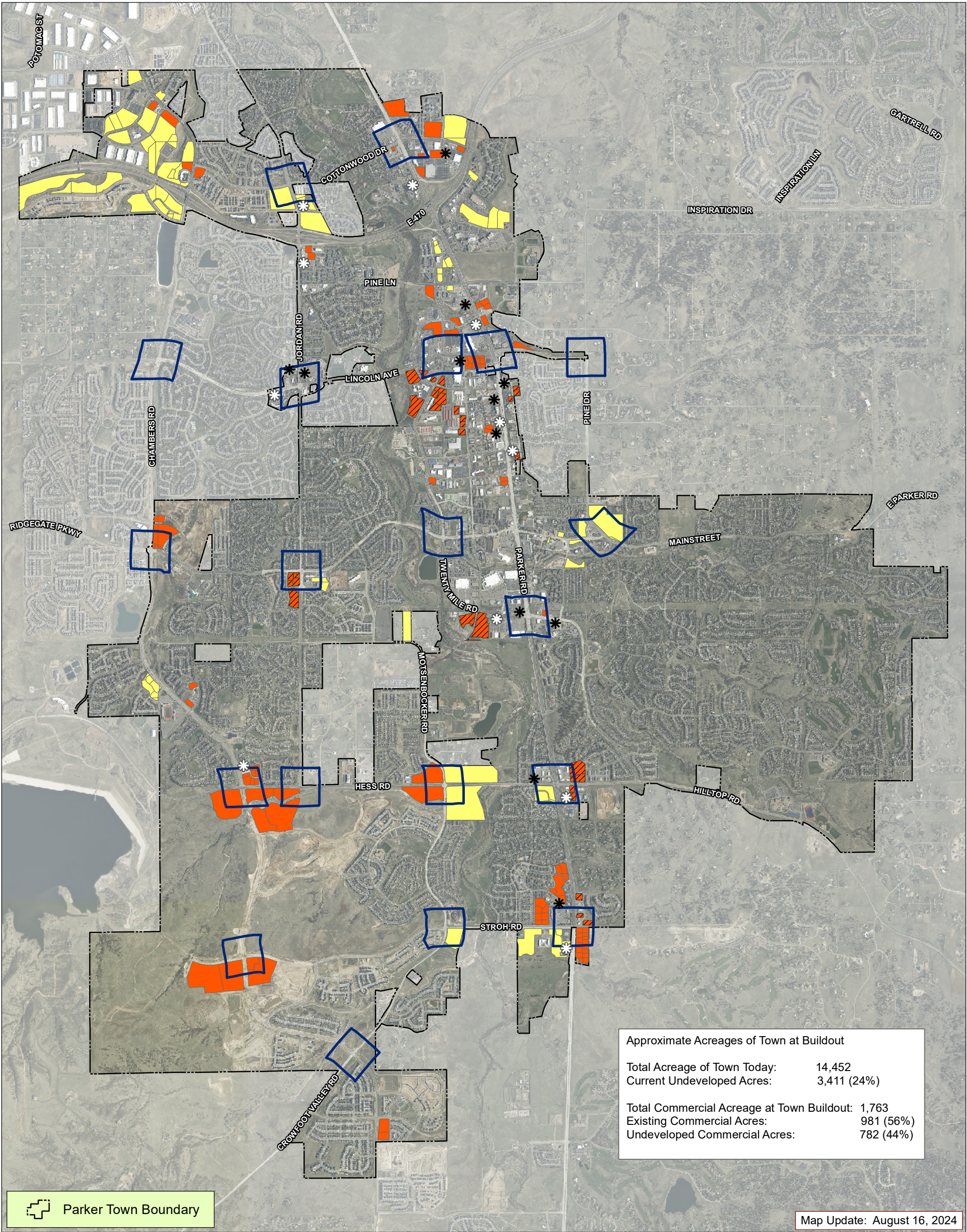
RECOMMENDED CONDITIONS

None

IV. ATTACHMENTS

1. Draft Ordinance
2. Car Wash Map

Car Wash Allowed Use on Vacant Land

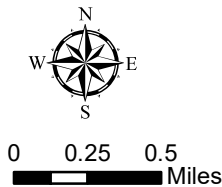


Car Wash Allowance on Vacant Land

- Car Wash Permitted / Allowed by Right
(approximately 316 acres)
- Car Wash Permitted / Use by Special Review
(approximately 73 acres)
- Car Wash Not Permitted
(approximately 408 acres)
- *

 Existing Car Wash
(12 properties / 14 acres)
- ⊗

 Existing Car Wash at Gas Station
(11 properties / 15.5 acres)
- Hard Corners





Request for Town Council Action

Date: April 7, 2025

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.385 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the State of Colorado for the use and benefit of the
Colorado Department of Transportation and the Town of Parker
Regarding Maintenance and Operation Responsibilities Associated with
the Parker Road Multiuse Path Pine Drive to Stroh Road Project
CDOT Project Number CRP M039-010 (Subaccount #: 25906) and
Town of Parker Project CIP23-042
Department: Engineering and Public Works, Patrick Burke
Second April 21, 2025
Reading:

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to approve the Intergovernmental Agreement (IGA) with the Colorado Department of Transportation regarding maintenance and operation responsibilities associated with the Parker Road Multiuse Path – Pine Drive to Stroh Road project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is proposing to construct two segments of trail/sidewalk on the east side of Parker Road where there are currently gaps in the sidewalk. The first segment consists of a multi-use trail between Pine Drive and the existing multi-use trail that terminates at the Town of Parker open space property near the Pine Bluffs neighborhood. The second segment consists of a multi-use trail between the existing trail fronting the Big Tool Box property, crossing J. Morgan Blvd., and then connecting to the existing multi-use trail just south of Robinson Ranch.

Through the Denver Regional Council of Governments (DRCOG), the Town was granted partial state/federal multi-modal funding for the construction of this trail/sidewalk and pedestrian bridge. In December 2023, Town Council approved an IGA with CDOT to receive direct construction funding for this project in the amount of up to \$3,596,000. The Town is required to fund the remaining \$1,404,000 of the estimated \$5,000,000 direct construction cost. The funding cannot be used for non-direct construction expenses such as design, materials testing or construction administration as the Town is responsible for these costs.

The Town's consultant is in the process of finalizing the design for this section of trail/sidewalk and pedestrian bridges. The Town is intending to competitively bid and award the construction contract in mid-2025 with construction occurring during the 2025 construction season. This maintenance and operation IGA is one of CDOT's remaining requirements that must be completed prior to issuing a Concurrence to Advertise.

FINANCIAL IMPACT

The Town will be responsible for the long-term operation and maintenance of the improvements constructed as part of this project. This work can be easily absorbed into existing maintenance efforts, and cost to the Town will be minimal.

The Town's matching contribution for construction of \$1,404,000 has been appropriated in the Highway and Streets Capital Project Fund (301-4310-7621).

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.385

RECOMMENDED MOTION

I move to approve Ordinance No. 9.385 on first reading and to schedule second reading for April 21, 2025, as part of the consent agenda.

ORDINANCE NO. 9.385, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE TOWN OF PARKER REGARDING MAINTENANCE AND OPERATION RESPONSIBILITIES ASSOCIATED WITH THE PARKER ROAD MULTIUSE PATH PINE DRIVE TO STROH ROAD PROJECT CDOT PROJECT NUMBER CRP M039-010 (SUBACCOUNT #: 25906) AND TOWN OF PARKER PROJECT CIP23-042

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the Town of Parker Regarding Maintenance and Operation Responsibilities Associated with the Parker Road Multiuse Path Pine Drive to Stroh Road Project CDOT Project Number CRP M039-010 (Subaccount #: 25906) and Town of Parker Project CIP23-042, 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

Routing #: 25-HA1-XC-00029
OLA #: 331003578

Signature and Cover Page

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

LOCAL AGENCY TOWN OF PARKER By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF PARKER By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the “State” or “CDOT”), and the TOWN OF PARKER (the “Local Agency”); CDOT and the Local Agency individually shall be referred to as a “Party”, and together shall be referred to as the “Parties.” This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT has designed and constructed improvements for the PARKER RD: PINE DR TO STROH RD in Parker, Colorado, ("Project"); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies' operation and maintenance of a portion of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the “Work”) on the Project as shown in **Exhibit A** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. **Scope of Work**

The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project as set forth and depicted in **Exhibit A**.

II. **Exhibits**

The Exhibits attached to this Agreement are:

Exhibit A- Scope of Work of the Project

Exhibit B- Local Agency Resolution

Exhibit C- PII Certification

III. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A-** Scope of Work of the Project
4. **Exhibit B-** Local Agency Resolution
5. **Exhibit C-** PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

- A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A**.
- B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A**.
- C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.
- D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project and/or Facilities to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

- A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A**.
- B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A**.
- C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project. This is to ensure that the Project are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.
- D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.
- E. If after inspection of the Project, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project identified in **Exhibit A**. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VII. Joint Commitments

- A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project Liaison

Dessmund Prospero, PM
CDOT
2829 W Howard Pl
Denver, CO 80204
Phone: 303-512-4169
Email: dessmund.prospero@state.co.us

Local Agency Project Liaison

Chris Hudson, Deputy Director of Engineering
Town of Parker
20120 E Mainstreet
Parker, CO 80138
Phone: 303-805-3203
Email: chudson@parkeronline.org

- B. If safety concerns are identified relating to the Project, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project.
- C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and/or enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.
- D. In the event the Project fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A**.
- E. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.
- F. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records for the useful life of the Project, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and

understandings related to the Work, oral or written, are merged into this Agreement.

D. Modification

The State may modify the terms and conditions of this Agreement by issuance of an updated Agreement, which shall be effective if Local Agency accepts Agreement Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Issuance Date. Local Agency shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Agreement and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Local Agency shall comply with and the work provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's work and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor refers to Local Agency and Contract refers to Agreement.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the Parties payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that

Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A
SCOPE OF WORK

Name of Project: Parker Rd Multi-Use Path – Pine Dr to Stroh Rd
Project Number: CRP M039-010
SubAccount #: 25906

The Town of Parker has been awarded funding to construction project 25906 which provides a 10-foot-wide multi-use trail/sidewalk, two (2) pedestrian bridges, and two (2) retaining walls along Parker Rd from approximately Pine Dr to Stroh Rd.

After construction, maintenance of the infrastructure built as part of the Parker Rd Multi-Use Path – Pine Dr to Stroh Rd Project will be performed by the Town of Parker.

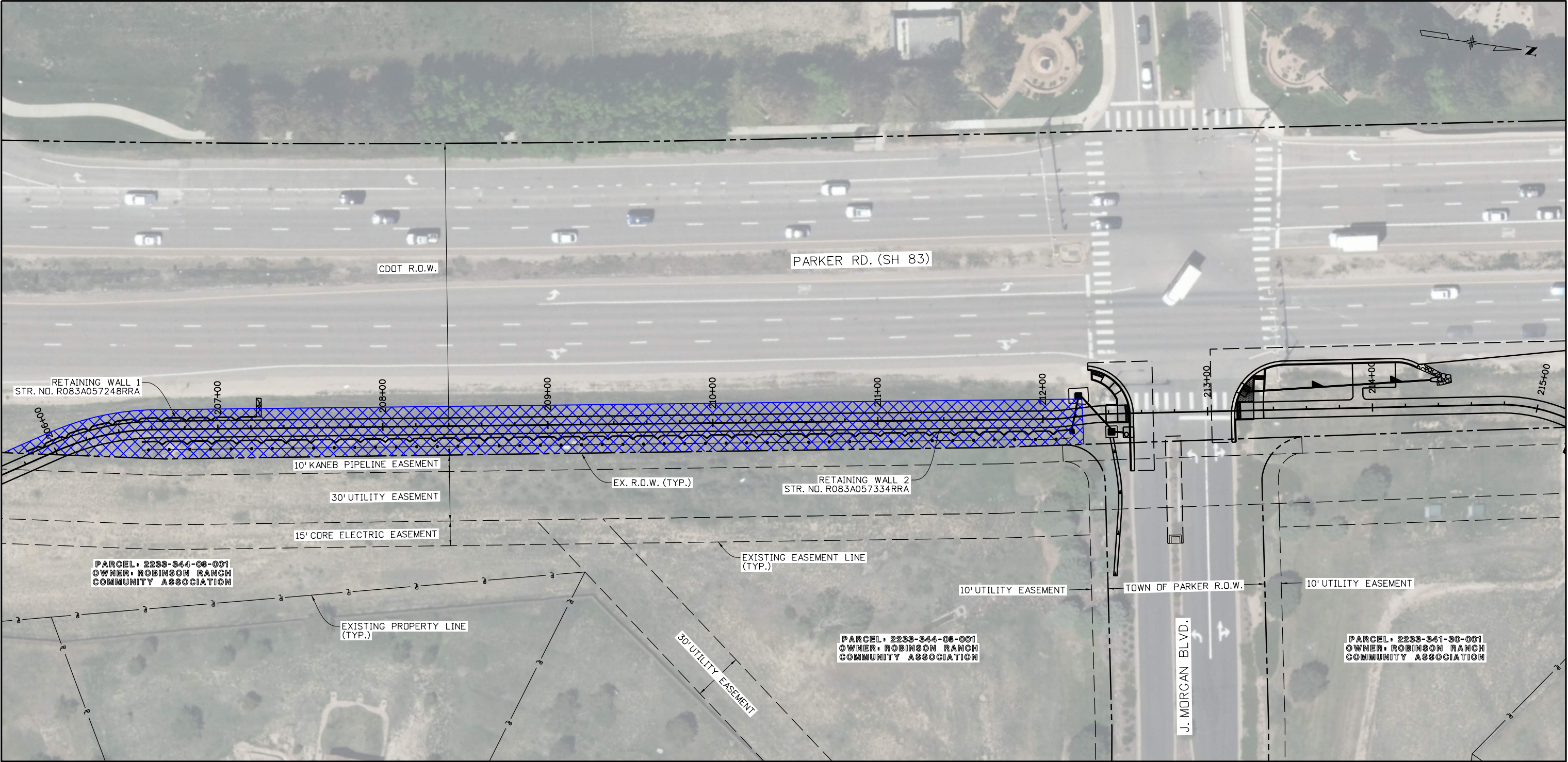
The Town of Parker is responsible for the maintenance of concrete multi-use path, two (2) pedestrian bridges, (2) retaining walls, and split rail fencing associated with the project.

Structures

Feature/Maintenance Activity	Agency Responsible
Pedestrian Bridge South of J. Morgan Blvd: Foundations, Abutments, Wingwalls, Prefabricated Truss Bridge	TOWN
Pedestrian Bridge North of J. Morgan Blvd: Foundations, Abutments, Wingwalls, Prefabricated Truss Bridge	TOWN
Graffiti Removal	TOWN
Retaining Walls and Associated Drainage Features (R083A057248RRA, R083A057334RRA)	TOWN

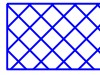
Other Features

Feature/Maintenance Activity	Agency Responsible
10-foot Concrete Multi-Use Path	TOWN
Split Rail Fence	TOWN



DATE UPDATED: FEBRUARY 12, 2025

LEGEND

 THE TOWN OF PARKER WILL MAINTAIN THE CONCRETE SIDEWALK, RETAINING WALLS 1 & 2, SPLIT RAIL FENCING, AND RETAINING WALL DRAINAGE IN THIS AREA. THE TOWN WILL ALSO PERFORM TRASH AND GRAFFITI REMOVAL IN THIS AREA.

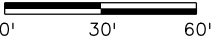


Exhibit B

Local Agency Resolution (if applicable)

EXHIBIT C PII

Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Request for Town Council Action

Date: April 7, 2025

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

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-018**
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2025 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Private Activity Bonds (PAB) are tax-exempt bonds issued by (or on behalf of) local or state governments to provide financing for IRS-qualified projects having a public benefit. The PAB's may be used to finance projects such as affordable housing, sewer/water facilities, transportation infrastructure, educational projects, small manufacturing facilities and redevelopment activities. Since 2013, the Town Council has assigned our PAB capacity to the Douglas County Housing Partnership annually to support the Housing Partnership's efforts to preserve and develop affordable housing. The Town Council typically does this in August to meet the annual assignment deadline of September 15th. However, this year the Douglas County Housing Partnership is requesting the Town assign our PAB capacity early to assist them in meeting the financing deadlines for a project in unincorporated Douglas County.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The State of Colorado receives PAB capacity from the federal government each year and allocates some of it to local governments including the Town of Parker. For 2025, the Town has received an allocation of \$4,144,239 in PAB capacity from the State.

Since 2013, the Town Council has directed staff to assign the Town's Private Activity Bond (PAB) capacity to the Douglas County Housing Partnership on an annual basis. The Housing Partnership uses this capacity to finance the preservation and development of affordable housing for low- and moderate-income residents throughout Douglas County. The other municipalities that are members of the Housing Partnership have also assigned their PAB capacity to it in prior years.

Generally, the Town has three (3) options for how to utilize its annual PAB capacity:

1. Take no action by the September 15 deadline and let the capacity revert back to the State;
2. Rollover and assign the capacity to a qualified project (if the Town had such a project); or
3. Assign the capacity to another eligible issuing entity.

The benefits of assigning the Town's PAB capacity to the Douglas County Housing Partnership include:

1. The capacity stays local;
2. The Town has representation on the Board of the Douglas County Housing Partnership, and we have a say in how the capacity is used; and
3. The Town's capacity will provide the Douglas County Housing Partnership with an additional financing tool to support affordable and workforce housing in Douglas County, including Parker.

This year, the Douglas County Housing Partnership is requesting that the Town assign its PAB capacity to them in April instead of August. The reason for this is that the Housing Partnership plans to combine the Town's PAB capacity with other PAB capacity from Douglas County and Castle Rock as part of the project financing for a County-approved affordable residential development. This development is called Ponderosa Pines with 204 residential units located south of the Town in unincorporated Douglas County at the intersection of Parker Road and Scott Road.

The financing of affordable housing development is complex and usually includes a combination of debt, equity and tax credits such as PAB capacity, Low Income Housing Tax Credits (LIHTC) and other financial instruments. The Douglas County Housing Partnership must meet financing deadlines for the Ponderosa Pines development, so they have requested the early assignment of the Town's PAB capacity so it is available for the project prior to June 1, 2025.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 25-018

RECOMMENDED MOTION

I move to approve Resolution No. 25-018 as part of the consent agenda.

RESOLUTION NO. 25-018, Series of 2025

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2025 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2025, approximately \$4,144,239 (the "2025 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2025 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2025 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2025 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed

Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. 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 5. This Resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the “Assignment”), dated _____, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the “Assignor”), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a Multijurisdictional Housing Authority (the “Assignee”);

WITNESSETH:

WHEREAS, the Assignor has been awarded \$4,144,239 (the “2025 Allocation”) of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2025 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2025 Allocation. The Assignee agrees to use all of the Assignor’s 2025 Allocation only for “projects” as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2025 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2025 Allocation to the statewide balance under the Allocation Act, or to assign such 2025 Allocation or a portion thereof to another Assignee.

Section 2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

Section 3. The Assignee hereby accepts the assignment of all of the Assignor’s 2025 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this

Agreement, including but not limited to the Assignee filing an IRS Form 8328 “Carryforward Election of Unused Private Activity Bond Volume Cap” with respect to all of the Assignor’s 2023 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

TOWN OF PARKER, COLORADO, as
Assignor

By: _____
Joshua Rivero, Mayor

[SEAL]

ATTEST:

Chris Vanderpool, Town Clerk

**DOUGLAS COUNTY HOUSING
PARTNERSHIP**, as Assignee

By: _____
Maria Ciano, Executive Director

[SEAL]

ATTEST:

By _____
Its: _____



Request for Town Council Action

Date: April 7, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-019**
A Resolution to Determine, Upon Recommendation of the Town Manager, that the Public Interest Will Be Served By a Single Source Contract Concerning the Townwide Bridge Approach Slab Settlement Injection Lifting Project

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to consider a resolution for approval of the contracting method for the Townwide bridge approach slab settlement injection lifting project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Charter. This amendment allows the Town Council to award contracts for the construction of public works projects in the manner established by ordinance. On April 18, 2005, the Town Council approved an ordinance that resulted in a change to Section 11.13.030(a) of the Parker Municipal Code as follows:

"(a) Every contract for a public works project in an amount that exceeds one hundred thousand dollars (\$100,000.00) shall be by bid, unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor."

Town staff would like to negotiate 2025 contracts for Townwide bridge approach slab settlement injection lifting project with Concrete Stabilization Technologies, Inc (CST) with a total maximum value of \$350,000. In 2024, Town staff identified some warranty approach slab settlements on two (2) Looking Glass subdivision roadway bridges that need to be addressed. The Town has previously worked with CST to address Town bridge approach slab settlement with those Town projects being completed on schedule and on budget. Due to this experience with CST, Town staff asked the developer to work directly with CST for this warranty work. Funding for the Looking Glass subdivision bridge work has been provided to the Town following extensive coordination between the Looking Glass developer, CST and the Town.

The developer has chosen to make payment to the Town for this warranty repair work versus working directly with CST. This developer funding was accounted for in the March 2025 supplemental budget process. A second planned expense will address the approach slab settlement at the Crowfoot Valley Road/Lemon Gulch Bridge in 2025. This work is being funded as part of the annually budgeted bridge repair/maintenance activities in the Streets Division of the Public Works/Engineering Department.

Attached to the resolution is a memorandum from the Director of Public Works/Engineering to the Town Manager that provides the reasons for these proposed single-source negotiations. It is the recommendation of the Town Manager, for the reasons specified in the attached memorandum from the Director of Public Works/Engineering, that the public interest will be best serviced by negotiating a contract with a single contractor for the Townwide approach slab settlement injection lifting projects. Town staff will utilize standard Town of Parker trade contractor agreements for this work with a not-to-exceed price and the contract(s) that exceed \$100,000 will be brought to a Town Council meeting for award. A resolution is needed to approve this project contracting method.

FINANCIAL IMPACT

Funding has been appropriated as part of the "Highway and Streets Capital Projects" section (301-4310) and the "Public Works Streets" section (101-4310) of the Town's budget.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 25-019

RECOMMENDED MOTION

I move to approve Resolution No. 25-019, as part of the consent agenda.

RESOLUTION NO. 25-019, Series of 2025

TITLE: A RESOLUTION TO DETERMINE, UPON RECOMMENDATION OF THE TOWN MANAGER, THAT THE PUBLIC INTEREST WILL BE SERVED BY A SINGLE SOURCE CONTRACT CONCERNING THE TOWNWIDE BRIDGE APPROACH SLAB SETTLEMENT INJECTION LIFTING PROJECT

WHEREAS, on April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Home Rule Charter (the "Amendment");

WHEREAS, the Amendment allows the Town Council to award contracts for the construction of public works in the manner established by ordinance;

WHEREAS, on April 18, 2005, the Town Council, pursuant to the Amendment, established by ordinance the procedure for awarding contracts for the construction of public works (the "Public Works Ordinance");

WHEREAS the Public Works Ordinance provides that public works projects in excess of \$100,000 shall be by bid "unless the Town Council determines, upon recommendation of the Town Manager, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor;"

WHEREAS, the Town Manager recommends that the public interest will be best served by negotiating a contract with a single contractor for the construction of the Townwide bridge approach slab settlement injection lifting project for the reasons provided in the memorandum that is attached as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Town Council of the Town of Parker believes that the public interest will be best served by negotiating a contract with a single contractor for the construction of the Townwide bridge approach slab settlement injection lifting project.

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

Section 1. The Town Council determines, upon recommendation of the Town Manager, that the public interest will be best served by negotiating a contract with a single contractor to complete the work, as provided by Chapter 11.13 of the Parker Municipal Code, as amended, for the construction of the Townwide bridge approach slab settlement injection lifting project.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A



Public Works/Engineering Department Memorandum

To: Michelle Kivela, Town Manager

From: Tom Williams, Director of Public Works/Engineering

Date: March 10, 2025

RE: Townwide Bridge Approach Slab Settlement Injection Lifting

The purpose of this memo is to inform the Town Manager of the Public Works/Engineering Department's recommendation for contracting methods concerning the Townwide bridge approach slab settlement injection lifting projects for 2025. Consistent with Chapter 11.13 of the "Town of Parker Municipal Code" - Section 11.13.030, Public Works/Engineering is advising the Town Administrator (Manager) to recommend to Mayor and Town Council that the public interest will be best served by delivering and procuring contracting services utilizing the single source contract proposal method. Specifically, the Public Works/Engineering Department is proposing to utilize standard Town of Parker trade contractor agreements with a not to exceed price for the 2025 work. For contract work exceeding \$100,000, the associated trade contractor agreement(s) will be brought to the Town Council for approval.

The use of a single source contracting method is due to the unique nature of this work. Concrete Stabilization Technologies (CST) has successfully completed lifting of numerous bridge approach slab settlements in the past twenty (20) years including several Parker bridges. CST specializes in polyurethane foam-jacking, which is a non-disruptive solution to address approach slab settlement. Their working knowledge of the construction and installation requirements/standards will be valuable to successfully complete this work in 2025. The Town is looking at contracting for approximately \$350,000 in total for this work in 2025.

Approximately half of this expense is for addressing approach slab settlement warranty repairs for two (2) Looking Glass subdivision roadway bridges. Funding for Looking Glass subdivision bridge work has been provided to the Town following extensive coordination between the Looking Glass developer and CST. The developer chose to make payment to the Town for this warranty repair versus working directly with CST and the developer funding was accounted for in the March 2025 supplemental budget process.

A second expense will address the approach slab settlement at the Crowfoot Valley Road/Lemon Gulch bridge in 2025. This work is being funded by the Streets Division of Public Works/Engineering Department for annually budgeted bridge repair/maintenance activities. It has been over five (5) years since the Streets Division completed this type of bridge approach work, but the previous work was completed on schedule and on budget by CST. CST has continuity of staff since that previous Town work was completed and has successfully completed several other similar projects in the Denver metro area.

The Public Works/Engineering Department recommends utilizing this contracting method primarily due to the complexity and risks associated with this type of project. The project will benefit by having the expertise of the same contractor under contract that negotiated and investigated the repairs. Additionally, the Town's financial risks will be limited by the not to exceed requirement of the contracts. In addition, having a single contractor responsible for potential future warranty issues will simplify issues if they arise. Therefore, the Public Works/Engineering Department recommends the use of single source contracts with Concrete Stabilization Technologies (CST) for this 2025 work.

The Public Works/Engineering Department Director hereby recommends that the Town Manager advise the Mayor and the Town Council of this request and proceed by submitting a resolution in accordance with Section 11.13.050 of the Town of Parker Municipal Code.



Request for Town Council Action

Date: April 7, 2025

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-020**
A Resolution Accepting the Conveyance of a Drainage Easement from KPL Development LLC, for a Portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 2, Robinson Ranch Filing No. 2, 1st Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 25-020

RECOMMENDED MOTION

I move to approve Resolution No. 25-020, as part of the consent agenda.



Lot 2 Robinson Ranch F2 AMD1
Drainage Easement
Vicinity Map

RESOLUTION NO. 25-020, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM KPL DEVELOPMENT LLC, FOR A PORTION OF LOT 2, ROBINSON RANCH FILING NO. 2, 1st AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from KPL Development LLC, for a portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT **A portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment**

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 7 day of February, 2025, by and between KPL DEVELOPMENT LLC, a Colorado limited liability company, having an address of 7457 Copper Sky Court, Castle Pines, Colorado 80108 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

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

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

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

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

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

3. Operation and Maintenance.

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

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

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

**GRANTOR: KPL DEVELOPMENT LLC, a
Colorado limited liability company**



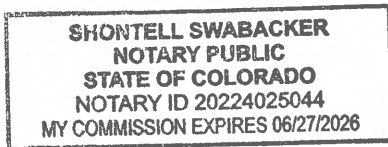
Nam Yong Kim, Owner/Member

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7 day of February, 2025, by Nam Yong Kim, as Owner/Member of KPL Development, LLC, a Colorado limited liability company.

My commission expires: 6/27/26

SEAL




Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT A

LAND DESCRIPTION

A portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment as platted in the records of Douglas County, Colorado at Reception Number 2008062353. Said parcel being located in the NE 1/4, Section 34, Township 6 South, Range 66 West of the 6th Principal Meridian, in the Town of Parker, being more particularly described as follows:

Commencing at the southeast corner of said Lot 2;

Thence N0°46'25"E along the east line of said Lot 2, a distance of 24.85 feet to the north line of a 50' non-exclusive Parker Water & Sanitation District and drainage and utility easement;

Thence N89°12'40"W along said north line, 37.35 feet to the Point of Beginning;

Thence continuing N89°12'40"W along said north line, 25.00 feet;

Thence through said Lot 2 along the following three courses:

- 1) N0°35'11"E, 27.30 feet;
- 2) S89°24'49"E, 25.00 feet;
- 3) S0°35'11"W, 27.39 feet to the Point of Beginning.

Said parcel, as described, contains 684 square feet or 0.016 acres, more or less.

BASIS OF BEARINGS

Bearings are based on grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The west line of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment bears N00°48'59"E. It is monumented at the NW corner by a 1-1/2" washer & nail, "FORTH NT38390" and at the SW corner of Lot 2 by a 1" brass tag & nail, LS 36070.

CERTIFICATION

Brian Krombein, PE, PLS
For and on behalf of
Vermilion Peak Engineering LLC
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129



HESS ROAD

LOT 1,
ROBINSON RANCH,
FILING NO. 2,
1ST AMENDMENT

LOT 2,
ROBINSON RANCH,
FILING NO. 2,
1ST AMENDMENT

LOT 3,
ROBINSON RANCH,
FILING NO. 2,
1ST AMENDMENT

PRIVATE DRIVE

684 SF

S89° 24' 49"E
25.00'

S00° 35' 11"W
27.39'

N00° 35' 11"E
27.30'

POINT OF BEGINNING

N89° 12' 40"W
37.35'

N89° 12' 40"W
25.00'

PRIVATE DRIVE

50' NON-EXCLUSIVE PARKER
WATER & SANITATION
DISTRICT EASEMENT ALSO
DRAINAGE & UTILITY
EASEMENT

N00° 46' 25"E
24.85'

SE CORNER, LOT 2
POINT OF COMMENCEMENT

LOT 4,
ROBINSON RANCH,
FILING NO. 2,
1ST AMENDMENT

LOT 6,
ROBINSON RANCH,
FILING NO. 2,
1ST AMENDMENT

N



0 20 40

SCALE: 1" = 40'

EXHIBIT A
DRAINAGE EASEMENT
JOB NO. 24003
DATE: JUNE 5, 2024
SHEET 2 OF 2



Civil Engineering & Land Surveying
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129
720-402-6070 / vermillionpeak.com



Request for Town Council Action

Date: April 7, 2025

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-021**
A Resolution Accepting the Conveyance of a Drainage Easement from C2E Building Corporation for Cherrywood Commercial F1 AMD 1 L2A – C2E Charter School

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 2A, Cherrywood Commercial F1 AMD 1 – C2E Charter School.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 2A, Cherrywood Commercial F1 AMD 1 – C2E Charter School. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)

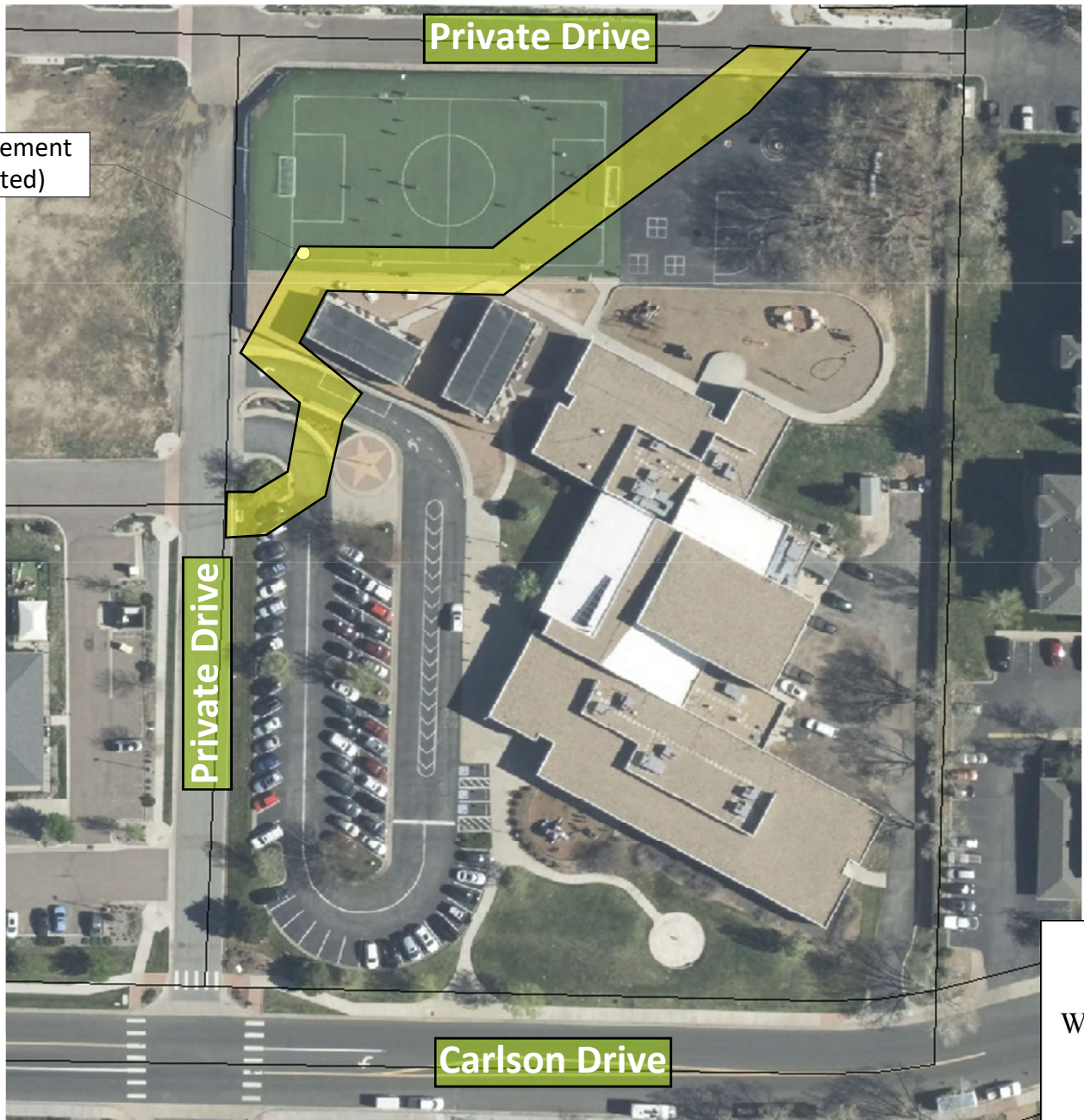


ATTACHMENTS

1. Vicinity Map
2. Resolution No. 25-021

RECOMMENDED MOTION

I move to approve Resolution No. 25-021, as part of the consent agenda.



Lot 2A Cherrywood Commercial F1 AMD1
Drainage Easement
Vicinity Map

RESOLUTION NO. 25-021, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM C2E BUILDING CORPORATION FOR CHERRYWOOD COMMERCIAL F1 AMD 1 L2A – C2E CHARTER SCHOOL

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from C2E Building Corporation for Cherrywood Commercial F1 AMD 1 L2A – C2E Charter School, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT Cherrywood Commercial F1 AMD 1 L2A - C2E Charter School

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 17th day of January, 2025, by and between C2E BUILDING CORPORATION, a Colorado nonprofit corporation, having an address of 16995 Carlson Drive, Parker, Colorado 80134 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

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

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

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

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

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

3. Operation and Maintenance.

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

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

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

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

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

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

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

7. Miscellaneous.

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

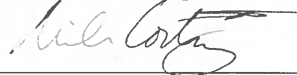
b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

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

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

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

GRANTOR: C2E Building Corporation, a Colorado nonprofit corporation



Miles Cortez, Director

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

Drainage Easement Agreement

The foregoing instrument was acknowledged before me this 17th day of January, 2025, by Miles Cortez, as Director of C2E Building Corporation, a Colorado nonprofit corporation.

My commission expires: 04/12/2026

SEAL
Notarized online using audio-video communication

Sarah Therese Murphy
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224014646
MY COMMISSION EXPIRES APRIL 12, 2026


Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT A

EXHIBIT

STORM DRAINAGE EASEMENT

Lying within Lot 2A, CHERRYWOOD COMMERCIAL SUBDIVISION FILING NO. 1, 1ST AMENDMENT
Located in the NW 1/4 of Section 9, Township 6 South, Range 66 West of the 6th Principal Meridian
Town of Parker, County of Douglas, State of Colorado

DESCRIPTION - SEE SHEET 2 FOR MAP

EASEMENT DESCRIPTION

A Storm Drainage Easement 25.00 feet in width lying within Lot 2A, CHERRYWOOD COMMERCIAL SUBDIVISION FILING NO. 1, 1ST AMENDMENT, a subdivision of land in the Northwest Quarter of Section 9, Township 6 South, Range 66 West of the 6th Principal Meridian, Town of Parker, County of Douglas, State of Colorado, the plat of said subdivision recorded January 27, 2004 as Reception Number 2004009986 in the Office of the Clerk and Recorder of Douglas County, Colorado, said Easement more particularly described as follows:

Commencing at the Southwest corner of said Lot 2A, monumented by a nail and 3/4 inch diameter brass tag in asphalt and marked "PLS 38020", from whence the Northwest corner of said Lot 2A, monumented by a nail and 3/4 inch diameter brass tag in asphalt and marked "PLS 38020", bears North 01° 19' 09" East along the West line of said Lot 2A a distance of 520.00 feet, and all bearings herein are relative thereto; thence North 01° 19' 09" East, 245.04 feet on said West line to the POINT OF BEGINNING of the Easement herein described; Thence departing said West line South 89° 08' 15" East, 23.21 feet; Thence North 57° 01' 49" East, 41.80 feet; Thence North 09° 06' 27" East, 43.06 feet; Thence North 36° 58' 11" East, 22.27 feet; Thence North 53° 01' 49" West, 47.12 feet; Thence North 27° 55' 04" East, 35.07 feet; Thence South 88° 40' 51" East, 103.56 feet; Thence North 53° 27' 54" East, 171.78 feet; Thence North 45° 29' 39" East, 36.57 feet to the North line of said Lot 2A; Thence North 88° 40' 51" West, 34.86 feet on said North line; Thence departing said North line South 45° 29' 39" West, 10.54 feet; Thence South 53° 27' 54" West, 161.47 feet; Thence North 88° 40' 51" West, 110.43 feet; Thence South 27° 55' 04" West, 71.84 feet; Thence South 53° 01' 49" East, 43.45 feet; Thence South 36° 58' 11" West, 3.47 feet; Thence South 09° 06' 27" West, 38.15 feet; Thence South 57° 01' 49" West, 23.09 feet; Thence North 89° 08' 15" West, 15.41 feet to said West line, Thence South 01° 19' 09" West, 25.00 feet on said West line to the POINT OF BEGINNING, said Easement containing 12,529 square feet or 0.288 acres.



KEVIN J. KUCHARCZYK, P.L.S.
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS, INC.

EXHIBIT - STORM DRAINAGE EASEMENT

REVISIONS		Orig. Issue Date: 12/17/2024	Sheet
		Drawn By: DD	1
		Checked By: KJK	of
		Project No. WP23191	2

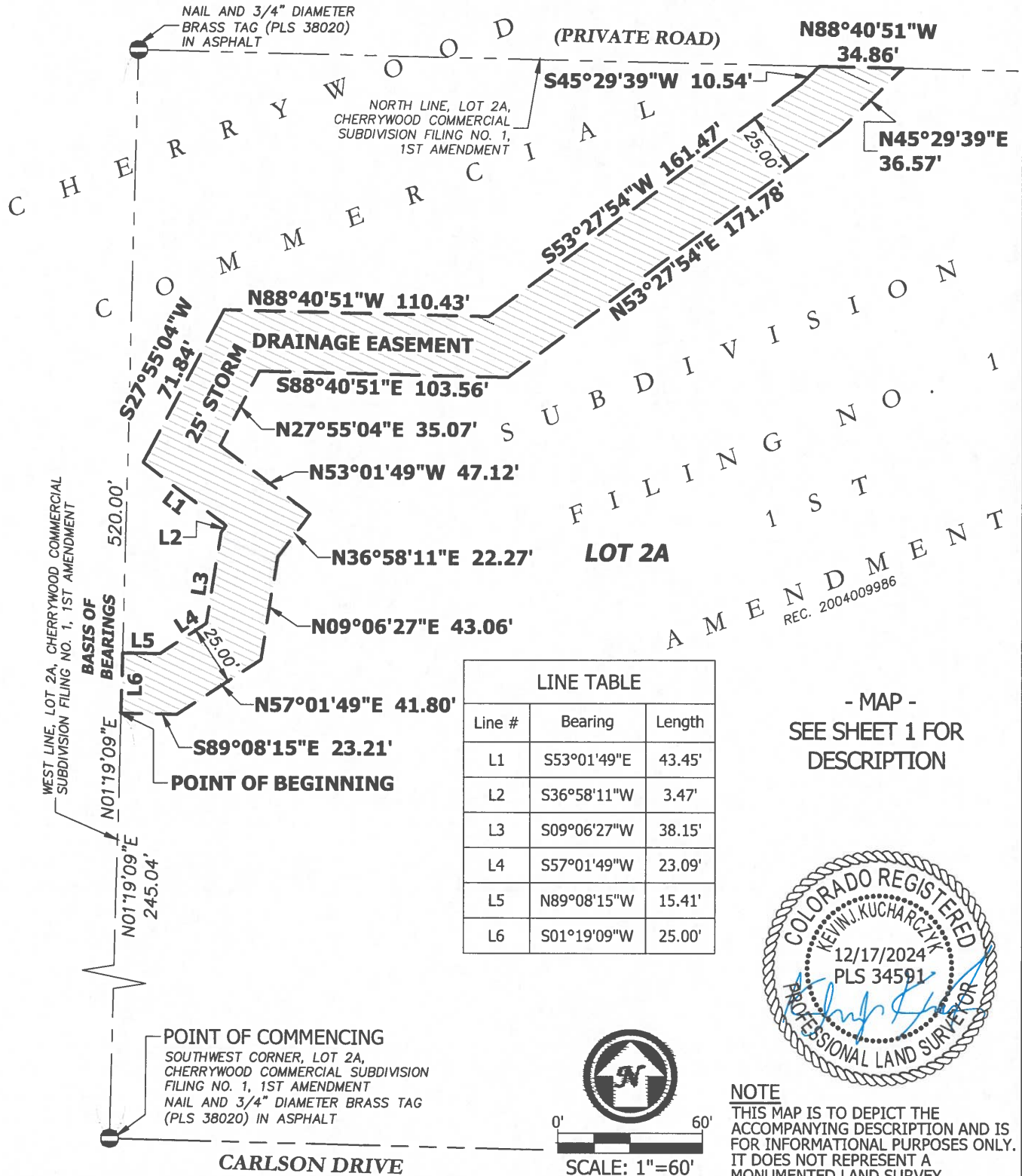


R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com

EXHIBIT

STORM DRAINAGE EASEMENT

Lying within Lot 2A, CHERRYWOOD COMMERCIAL SUBDIVISION FILING NO. 1, 1ST AMENDMENT
Located in the NW 1/4 of Section 9, Township 6 South, Range 66 West of the 6th Principal Meridian
Town of Parker, County of Douglas, State of Colorado



- MAP -

SEE SHEET 1 FOR
DESCRIPTION



EXHIBIT - STORM DRAINAGE EASEMENT

REVISIONS

Orig. Issue Date: 12/17/2024
Drawn By: DD
Checked By: KJK
Project No. WP23191

Sheet
2
of
2



R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com



Request for Town Council Action

Date: April 7, 2025

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-024**
A Resolution Repealing Resolution No. 97-003 and Resolution No. 01-011, and Delegating the Establishment of the Relevant Neighborhood for Liquor License Applications to the Town of Parker Special Licensing Authority

Department: Town Clerk, Chris Vanderpool

EXECUTIVE SUMMARY

If approved, Resolution No. 25-024 will repeal Resolution Nos. 97-003 and 01-011 and will delegate establishing the boundary requirements for new liquor license applications and change of location applications to the Special Licensing Authority.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As discussed at the March 10, 2025 Study Session, Resolution Nos. 97-003 and 01-011 adopted by Town Council, created procedures for establishing the relevant neighborhood for the purposes of liquor license petitions in determining the reasonable requirements of the neighborhood and desires of the adult inhabitants, as evidenced by petitions under the Colorado Liquor Code for new liquor licenses or a change of location for an existing licensee. Resolution No. 01-011 also established the procedures to ensure that a reasonable sampling of each neighborhood is surveyed for the purposes of the petitions. This responsibility is the last liquor-related task that should be delegated to the Special Licensing Authority by Town Council.

If Resolution No. 25-024 is approved, both Resolution Nos. 97-003 and 01-011 will be repealed, and Town Council will delegate the responsibility of establishing the boundary requirements as they relate to new liquor license applications and change of location applications to the Special Licensing Authority.

The Special Licensing Authority reviewed a draft of the proposed resolution and recommended unanimously that Town Council approve Resolution No. 25-024.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution No. 25-024

RECOMMENDED MOTION

I move to approve Resolution No. 25-024, as part of the consent agenda.

RESOLUTION NO. 25-024, Series of 2025

TITLE: A RESOLUTION REPEALING RESOLUTION NO. 97-003 AND RESOLUTION NO. 01-011, AND DELEGATING THE ESTABLISHMENT OF THE RELEVANT NEIGHBORHOOD FOR LIQUOR LICENSE APPLICATIONS TO THE TOWN OF PARKER SPECIAL LICENSING AUTHORITY

WHEREAS, by the adoption of Resolution No. 97-003, as amended by the adoption of Resolution No. 01-011, the Town Council adopted procedures for establishing the relevant neighborhood for purposes of liquor license petitions in determining the reasonable requirements of the neighborhood and desires of the adult inhabitants as evidenced by petitions under the Colorado Liquor Code for new liquor licenses or a change in location for an existing licensee, as well as procedures to assure that a reasonable sampling of each neighborhood was surveyed for purposes of such petitions;

WHEREAS, in 2001, by the adoption of Chapter 5.08 of the Parker Municipal Code, the Town Council delegated the responsibility of reviewing and issuing liquor license applications and holding hearings thereon to the Town of Parker Special Licensing Authority, and said Special Licensing Authority is the final decision-maker on such applications, pursuant to Section 5.08.120 of the Parker Municipal Code; and

WHEREAS, the Town Council desires to delegate the authority for establishing the relevant neighborhood for purposes of liquor license petitions, as well as the procedures to assure that a reasonable sampling of each neighborhood was surveyed for purposes of such petitions, to the Special Licensing Authority consistent with Chapter 5.08 of the Parker Municipal Code.

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

Section 1. Resolution No. 97-003 and Resolution No. 01-011 are hereby repealed.

Section 2. Consistent with Chapter 5.08 of the Parker Municipal Code, and specifically Section 5.08.040 of the Parker Municipal Code, the Town Council delegates the authority to determine the relevant neighborhood for purposes of petitioning under the Colorado Liquor Code to the Town of Parker Special Licensing Authority. The delegation of such authority to the Town of Parker Special Licensing Authority includes the authorization to establish procedures to assure that petitioning requirements achieve a competent and reasonable sampling of the relevant neighborhood for purposes of evaluating new liquor licenses and the change of location of existing liquor licenses.

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: April 7, 2025
Submitted By: Jim Maloney, Assistant Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **BECKET DRIVE EXEMPTION PLAT**
Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

These resolutions are related to the Redevelopment Agreement approved by the Town Council and the Parker Authority of Reinvestment on October 21, 2024, for the Becket Drive, Brompton Way, and Woodman Drive connectivity project (the “Project”) to construct two points of public-owned access for forty-seven (47) residential units the (“Residential Units”) managed by the Parker Meadows Condominium Association, Inc. (the “Association”). Approval of the resolutions is needed to facilitate the required land use approvals required under the Redevelopment Agreement, which includes a replat and site plan amendment. The purpose of the resolutions is to exempt the replat for the Becket Drive and Brompton Way right-of-way tracts from the Town’s subdivision regulations and waive the landscaping and the administrative review notice sign requirement for the site plan amendment needed for the Project. The exemption plat will not go into effect until the Town acquires the rights-of-way for Becket Drive and Brompton Way, as provided by the Redevelopment Agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Vehicular access to the residential units that are part of the Association is limited to one (1) point of access through Becket Drive, which is a private street managed and controlled by the Association. Under the Town’s public safety standards, the Residential Units should be served by two (2) points of access when there are thirty (30) or more dwelling units. In order to establish two (2) points of access for the Residential Units, Becket Drive and a parking lot owned by the Association will need to be improved as public streets to be named Becket Drive and Brompton Way, which will connect to Woodman Drive. The Project does not include any improvements to the Residential Units, or the common areas maintained and controlled by the Association.

Under the Redevelopment Agreement, the Association is required to submit a land use application to replat Becket Drive and Brompton Way into legal tracts of record to be conveyed to the Town and a site plan amendment to address the changes to the site because of the Project. The replat and site plan amendment will establish the alignment of Becket Drive and the connection of Brompton Way to Woodman Drive. The Town will construct improvements to

Becket Drive, Brompton Way, and ultimately Woodman Drive, according to Town standards. Upon completion of the Project, the Town will own and maintain Becket Drive and Brompton Way.

Because the Project does not include any improvements to the Residential Units, or the common areas maintained and controlled by the Association, compliance with the subdivision and landscaping and administrative review notice sign regulations contained in the Land Development Ordinance is not necessary. The purpose of the resolutions is to exempt the replat for the Becket Drive and Brompton Way right-of-way tracts from the Town's subdivision regulations and waive the landscaping and administrative review notice sign requirement for the site plan amendment needed for the Project, for the reasons provided in the resolutions. The exemption plat will not go into effect until the Town acquires the rights-of-way for Becket Drive and Brompton Way, as provided by the Redevelopment Agreement.

FINANCIAL IMPACT

Funding for the Project is accounted for in the 301-4310 Highway and Streets Capital Projects fund.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 25-022
2. Resolution No. 25-023

RECOMMENDED MOTION

I move to approve Resolution No. 25-022, as part of the consent agenda.
I move to approve Resolution No. 25-023, as part of the consent agenda.

RESOLUTION NO. 25-022, Series of 2025

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE BECKET DRIVE/BROMPTON WAY PROPERTY FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

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

WHEREAS, an application was filed by the Parker Meadows Condominium Association, Inc. (the "Association"), to replat a portion of Lot 1, Parker Meadows Subdivision Filing No. 1 (the "Condo Property"), to address certain private street access problems with the condominium units and common areas maintained and controlled by the Association;

WHEREAS, approximately forty-seven (47) units are situated on the Condo Property (the "Residential Units");

WHEREAS, vehicular access to the Residential Units is limited to one (1) access called Becket Drive, which is a private street managed and controlled by the Association;

WHEREAS, the Town's current public safety standards provide that the Residential Units should be served by two (2) points of access when there are thirty (30) or more dwelling units;

WHEREAS, the Association entered into a Redevelopment Agreement with the Town and the Parker Authority for Reinvestment to provide for the establishment of two (2) points of access to the Property (the "Redevelopment Agreement");

WHEREAS, the Redevelopment Agreement requires the Association to submit an application to the Town for the preparation of a replat, to establish the alignment for Becket Drive and future Brompton Way, as described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Becket Drive/Brompton Way Property"), to be acquired by the Town as public streets, and to be improved by the Town to address the inadequate access that currently exists within the Condo Property; and

WHEREAS, the Town desires to plat the Becket Drive/Brompton Way Property as two (2) right-of-way tracts, which are described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Right-of-Way Exemption Plat").

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

Section 1. Subject to Section 4 of this Resolution, the Town Council hereby exempts the platting of the Becket Drive/Brompton Way Property into two (2) legal tracts of record, from

the definition of the term's "subdivision" and "subdivided land" as contained in the Parker Land Development Ordinance.

Section 2. Subject to Section 4 of this Resolution, the Town Council hereby approves the Right-of-Way Exemption Plat for the Becket Drive/Brompton Way Property.

Section 3. Subject to Section 4 of this Resolution, the Town Council hereby authorizes Mayor to execute the Right-of-Way Exemption Plat and directs the Town Clerk to record the Right-of-Way Exemption Plat with the Douglas County Clerk and Recorder's Office.

Section 4. The Town Council hereby determines that this Resolution will not go into effect until Town owns the Becket Drive/Brompton Way Property as provided by the Redevelopment Agreement.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED MAY 13, 1986 AT [RECEPTION NO. 8607160](#), IN THE OFFICIAL RECORDS OF SAID COUNTY, A PORTION OF PARKER MEADOWS CONDOMINIUMS PHASE II PER PLAT RECORDED DECEMBER 17, 1985 AT [RECEPTION NO. 370486](#), IN SAID OFFICIAL RECORDS, A PORTION OF PARKER MEADOWS CONDOMINIUMS PHASE III PER PLAT RECORDED MAY 29, 1986 AT [RECEPTION NO. 8608525](#), IN SAID OFFICIAL RECORDS, A PORTION OF LOTS 1, 2, AND 3, BLOCK 1, THE RANCH AT COTTONWOOD, PER PLAT RECORDED OCTOBER 20, 1998, AT [RECEPTION NO. 9883442](#) IN SAID OFFICIAL RECORDS, AND A PORTION OF BECKET DRIVE (A VARIABLE WIDTH PRIVATE DRIVE), AS SHOWN ON SAID PLAT OF PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED;

THENCE ALONG THE SOUTH LINE OF SAID PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, NORTH 89°02'47" EAST, A DISTANCE OF 636.51 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01°01'10" WEST, A DISTANCE OF 130.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°36'59" WEST, A DISTANCE OF 247.13 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 137.31 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°57'13" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 32.80 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 75°21'31" WEST, A DISTANCE OF 131.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 179.31 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 42.84 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°02'47" WEST, A DISTANCE OF 187.00 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED;

THENCE ALONG SAID WEST LINE, NORTH 00°57'13" WEST, A DISTANCE OF 36.00 FEET TO THE NORTH LINE OF SAID BECKET DRIVE;

THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID BECKET DRIVE THE FOLLOWING 5 COURSES:

1) NORTH 89°02'47" EAST, A DISTANCE OF 187.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 143.31 FEET;

2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 34.24 FEET;

3) THENCE TANGENT TO SAID CURVE, NORTH 75°21'31" EAST, A DISTANCE OF 131.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 173.31

FEET;

4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 41.40 FEET;

5) NON-TANGENT TO SAID CURVE, NORTH 88°17'29" EAST, A DISTANCE OF 246.73 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 01°34'52" EAST, A DISTANCE OF 37.40 FEET TO
THE POINT OF BEGINNING.
COUNTY OF DOUGLAS,
STATE OF COLORADO.

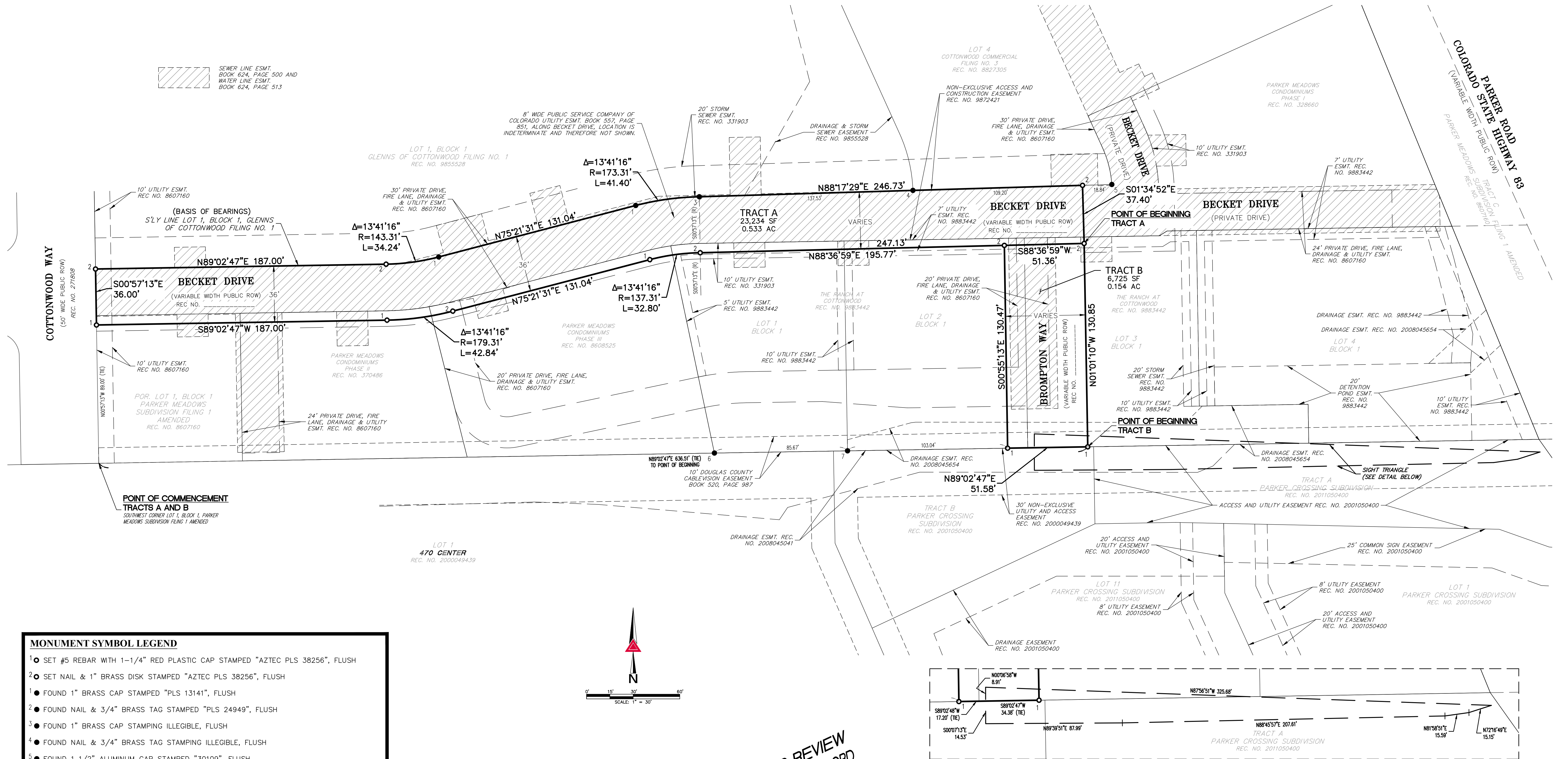
FOR INFORMATIONAL PURPOSES ONLY:

TAX ID NUMBER:	R0414546
	R0443068
	R0330428
	R0330429
	R0330430
	R0330497
	R0330498
	R0443067
	R0330431
	R0330432
	R0330433
	R0330434
	R0330435
	R0330436
	R0443072
	R0423549
	R0423557
	R0423559
	R0423560
	R0443073
	R0440528
	R0440529
	R0440530
	R0440531
	R0440532
	R0440533
	R0440534
	R0440535
	R0443074
	R0435923
	R0435924
	R0435925
	R0435926
	R0435927
	R0435928
	R0435929
	R0435930

EXHIBIT B
Exemption Plat

BECKET DRIVE RIGHT-OF-WAY EXEMPTION PLAT

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING 1 AMENDED, A PORTION OF LOTS 1, 2 AND 3, BLOCK 1, THE RANCH AT COTTONWOOD, A PORTION OF PARKER MEADOWS CONDOMINIUMS (PHASE II), A PORTION OF PARKER MEADOWS CONDOMINIUMS (PHASE III) AND A PORTION OF BECKETT DRIVE (A PRIVATE DRIVE), PARKER MEADOWS SUBDIVISION FILING 1 AMENDED LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
0.684 ACRES - 2 RIGHT-OF-WAY TRACTS



MONUMENT SYMBOL LEGEND

1. SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256", FLUSH
2. SET NAIL & 1" BRASS DISK STAMPED "AZTEC PLS 38256", FLUSH
3. FOUND 1" BRASS CAP STAMPED "PLS 13141", FLUSH
4. FOUND NAIL & 3/4" BRASS TAG STAMPED "PLS 24949", FLUSH
5. FOUND 1" BRASS CAP STAMPING ILLEGIBLE, FLUSH
6. FOUND NAIL & 3/4" BRASS TAG STAMPING ILLEGIBLE, FLUSH
7. FOUND 1 1/2" ALUMINUM CAP STAMPED "30109", FLUSH
8. FOUND #3 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "LS 8141", 0.1' BELOW GRADE
9. FOUND #4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 23032", 0.3' BELOW GRADE

FOR REVIEW
DO NOT RECORD

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



AzTec Proj. No.: 24922-19

Drawn By: RDS

CLIENT
TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138

DATE OF PREPARATION:	12/03/2024
SCALE:	N/A

SHEET 2 OF 2

RESOLUTION NO. 25-023, Series of 2025

TITLE: A RESOLUTION TO ALLOW A WAIVER OF SECTION 13.08.090 OF THE PARKER MUNICIPAL CODE FOR THE SITE PLAN FOR PARKER MEADOWS

WHEREAS, an application was filed with the Town by the Parker Meadows Condominium Association, Inc. (the “Association”), to amend the site plan for certain real property managed and controlled by the Association, which is generally described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”), to address private street access problems within the Property;

WHEREAS, approximately forty-seven (47) residential units are situated on the Property (the “Residential Units”);

WHEREAS, vehicular access to the Residential Units is limited to one (1) access, which is a private street managed and controlled by the Association;

WHEREAS, the Town’s current public safety standards provide that the Residential Units should be served by two (2) points of access when there are thirty (30) or more residential units;

WHEREAS, the Association entered into a Redevelopment Agreement with the Town and the Parker Authority for Reinvestment (“PAR”) on October 21, 2024, following years of discussions with the Association, including Association meetings with the owners of the Residential Units, and eighteen (18) months of negotiations with the Town and PAR, for the purpose of establishing two (2) points of access to the Property, by improving Becket Drive and constructing future Brompton Way as public streets that will connect to Woodman Drive;

WHEREAS, the Redevelopment Agreement requires the Association to submit an application to the Town for the preparation of a site plan amendment to address the public improvements to Becket Drive and construction of future Brompton Way;

WHEREAS, Section 13.08.090 of the Parker Municipal Code requires certain landscape improvements to be made as part of a site plan approval;

WHEREAS, the purpose of Section 13.08.090 of the Parker Municipal Code is to “ensure that all developments provide landscape improvements . . .;”

WHEREAS, Section 13.03.030(g)(4)c. of the Parker Municipal Code requires an administrative review notice sign to be posted on the property for which the site plan application is made;

WHEREAS, the owners of the Residential Units were provided with ample notice by the Association of public improvements to Becket Drive and construction of future Brompton Way during the negotiation of the Redevelopment Agreement, the purpose of which is to improve public safety by addressing the inadequate private access that currently exists within the Property, and

does not directly affect the Residential Units or the common areas contained within the Property other than to improve public safety;

WHEREAS, Section 13.03.040(y) of the Parker Municipal Code authorizes waivers from the application of the Land Development Ordinance if “the need for the requested waiver is not a self-created hardship” and “the waiver does not impair the intent and purposes” of the Land Development Ordinance;

WHEREAS, it is deemed by the Town Council that the waiver of landscape improvements and the administrative review notice sign associated with a public street project to improve public safety is not a self-created hardship and does not impair the intent and purpose of the Land Development Ordinance;

WHEREAS, the Redevelopment Agreement is in the public interest and the intent and purposes of Section 13.08.090 of the Parker Municipal Code will not be impaired if landscaping or the administrative review notice sign is not required as part of the site plan amendment; and

WHEREAS, the Town Council desires to waive the landscaping requirements contained in Section 13.08.090 and the administrative review notice sign contained in Section 13.03.030(g)(4)c. of the Parker Municipal Code, as part of the site plan amendment for the Property.

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

Section 1. The Town Council hereby determines that the waiver described herein only applies to the site plan amendment required by the Redevelopment Agreement.

Section 2. The Town Council further determines that the waiver described herein is not a self-created hardship and does not impair the intent and purpose of the Land Development Ordinance.

Section 3. For all the reasons provided herein, the Town Council hereby waives the landscape and administrative review notice sign requirements associated with the site plan amendment.

RESOLVED AND PASSED this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED MAY 13, 1986 AT [RECEPTION NO. 8607160](#), IN THE OFFICIAL RECORDS OF SAID COUNTY, A PORTION OF PARKER MEADOWS CONDOMINIUMS PHASE II PER PLAT RECORDED DECEMBER 17, 1985 AT [RECEPTION NO. 370486](#), IN SAID OFFICIAL RECORDS, A PORTION OF PARKER MEADOWS CONDOMINIUMS PHASE III PER PLAT RECORDED MAY 29, 1986 AT [RECEPTION NO. 8608525](#), IN SAID OFFICIAL RECORDS, A PORTION OF LOTS 1, 2, AND 3, BLOCK 1, THE RANCH AT COTTONWOOD, PER PLAT RECORDED OCTOBER 20, 1998, AT [RECEPTION NO. 9883442](#) IN SAID OFFICIAL RECORDS, AND A PORTION OF BECKET DRIVE (A VARIABLE WIDTH PRIVATE DRIVE), AS SHOWN ON SAID PLAT OF PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED;

THENCE ALONG THE SOUTH LINE OF SAID PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, NORTH 89°02'47" EAST, A DISTANCE OF 636.51 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01°01'10" WEST, A DISTANCE OF 130.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°36'59" WEST, A DISTANCE OF 247.13 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 137.31 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°57'13" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 32.80 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 75°21'31" WEST, A DISTANCE OF 131.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 179.31 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 42.84 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°02'47" WEST, A DISTANCE OF 187.00 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED;

THENCE ALONG SAID WEST LINE, NORTH 00°57'13" WEST, A DISTANCE OF 36.00 FEET TO THE NORTH LINE OF SAID BECKET DRIVE;

THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID BECKET DRIVE THE FOLLOWING 5 COURSES:

1) NORTH 89°02'47" EAST, A DISTANCE OF 187.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 143.31 FEET;

2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 34.24 FEET;

3) THENCE TANGENT TO SAID CURVE, NORTH 75°21'31" EAST, A DISTANCE OF 131.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 173.31

FEET;

4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 41.40 FEET;

5) NON-TANGENT TO SAID CURVE, NORTH 88°17'29" EAST, A DISTANCE OF 246.73 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 01°34'52" EAST, A DISTANCE OF 37.40 FEET TO
THE POINT OF BEGINNING.
COUNTY OF DOUGLAS,
STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY:

TAX ID NUMBER:	R0414546
	R0443068
	R0330428
	R0330429
	R0330430
	R0330497
	R0330498
	R0443067
	R0330431
	R0330432
	R0330433
	R0330434
	R0330435
	R0330436
	R0443072
	R0423549
	R0423557
	R0423559
	R0423560
	R0443073
	R0440528
	R0440529
	R0440530
	R0440531
	R0440532
	R0440533
	R0440534
	R0440535
	R0443074
	R0435923
	R0435924
	R0435925
	R0435926
	R0435927
	R0435928
	R0435929
	R0435930



Request for Town Council Action

Date: April 7, 2025
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Pine Drive and Summerset Lane Traffic Signal (CIP24-033)**
Amount: **\$214,789.00**
Contractor: **Adiona Transportation Solutions, LLC**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a construction contract with Adiona Transportation Solutions, LLC for constructing the Pine Drive and Summerset Lane Traffic Signal for the amount of \$214,789.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened competitive bids on March 19, 2025, for the Pine Drive and Summerset Lane traffic signal project (CIP 24-033). Work includes, but is not limited to, the installation of Town-provided traffic signal mast arms and the supply and installation of traffic signal pedestal poles, concrete caissons, signal heads, illuminated street name signs, pavement markings, pedestrian push button poles, and traffic control.

The Town received bids from four (4) contractors with Adiono Transportation Solutions, LLC being the lowest responsible bidder. Adiono Transportation Solutions, LLC has completed work for the Town as a subcontractor in the past with good results. They are also currently a subcontractor to Hamon Infrastructure on the Lincoln Avenue and Jordan Road Widening Project. Town staff recommend moving forward with the contract award. The bids were as follows:

Lighthouse Transportation Group	\$291,264.00
Morton Electric Inc.	\$287,898.25
Independence Traffic Services	\$241,082.00
Adiono Transportation Solutions, LLC	\$214,789.00

FINANCIAL IMPACT

Funding for this project's construction has been appropriated within the Traffic Control Capital Improvement Fund (301-4293).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 7, 2025
Submitted By: Eli Vidales, Traffic Operations Superintendent
Reviewed By: Michelle Kivela, Town Manager
Title: **2025 Townwide Pavement Markings Long Line Project (CIP 25-008)**
Amount: **\$302,242.50**
Contractor: **Kolbe Striping**
Department: **Engineering and Public Works, Eli Vidales**

EXECUTIVE SUMMARY

The Town of Parker negotiated a contract amount of \$302,242.50 with Kolbe Striping, Inc. (Kolbe) for the 2025 Townwide Pavement Markings - Long Line Project (CIP25-008). The 2025 contract, which was publicly advertised, was competitively bid and awarded to Kolbe. The Town of Parker needs to maintain and enhance our roadway pavement markings through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates the pavement striping lines on those streets that show the most wear. The Town's long-line pavement marking inventory includes, but is not limited to, double yellow center lines, white channelization lines, white-lane lines, and white-edge lines. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental degradation (sun and weather). The Town specifies epoxy-based paint for long-line markings due to its superior durability over standard alkyd paint. Epoxy paint application requires specialty equipment the Town does not possess due to the high capital expense, and, therefore, the Town utilizes qualified contractors for this work.

The contract was publicly advertised, competitively bid and awarded to Kolbe (they were the only bidder), and includes the option for two (2) contract renewals, which the Town can exercise. Town staff negotiated the 2025 contract with Kolbe which was agreed-upon at a total of \$302,242.50.

The extent of the 2025 work is approximately 1,650 gallons of modified epoxy pavement markings and 30,000 square feet of removal at various locations throughout the Town of Parker. The project will have two (2) mobilizations.

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2025 Budget under Traffic Services (101-4312).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 7, 2025
Submitted By: Eli Vidales, Traffic Operations Superintendent
Reviewed By: Michelle Kivela, Town Manager
Title: **2025 Townwide Pavement Markings Crosswalks & Symbols (CIP 25-009)**
Amount: **\$202,296.44**
Contractor: **Colorado Barricade**
Department: **Engineering and Public Works, Eli Vidales**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement in the amount of \$202,296.44 with Colorado Barricade Company for the 2025 Townwide Pavement Markings - Crosswalk/Symbols project (CIP25-009). The Town of Parker needs to maintain and enhance the roadway pavement markings through annual maintenance projects. At the Town's sole discretion, this contract has provisions to allow for two additional negotiated annual renewals with the selected vendor.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates/replaces the crosswalk and symbols pavement markings on those streets that show the most wear. The Town's crosswalk and symbols pavement markings inventory includes, but is not limited to, crosswalk bars, stop bars, lane use arrows and bike lane symbols. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental damage (sun and weather).

The Town specifies thermoplastic and plastic pavement marking materials for crosswalks and symbols due to its superior durability over paint. Installation requires specialty equipment the Town does not possess due to the high capital expense. Therefore, the Town bids this work through qualified area contractors.

Staff identified the roadway segments that required this maintenance and estimated the areas requiring maintenance. These quantities were used as a basis for the public bid process.

The Town publicly opened bids on March 6, 2025. Three (3) contractors submitted bids with Colorado Barricade Company being the lowest responsible bidder at \$265,855. This bid was, however, more than what was estimated. After Town staff negotiated changes in quantities, Colorado Barricade agreed to hold unit pricing. The new agreed-upon total for the contract is set

at \$202,296.44. Colorado Barricade has completed prior projects for the Town with satisfactory results, and staff recommends award of this contract to Colorado Barricade.

The bids the Town received were as follows:

Colorado Barricade	\$265,855.00
Kolbe Striping	\$280,375.00
French-Jone LLC	\$272,719.60

FINANCIAL IMPACT

Funding for the annual marking contract is part of the approved 2025 budget under Traffic Service (101-4312).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 7, 2025
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Jordan Road Widening - CORE Electric Relocation**
Amount: **\$174,952 + \$9,403 = \$184,355**
Contractor: **CORE Electric Cooperative**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a contract with CORE Electric Cooperative to relocate two (2) three-phase underground lines that are currently in conflict with the proposed Lincoln Avenue/Jordan Road Widening Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Lincoln Avenue/Jordan Road Widening Project is currently under construction. The project will make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road and Jordan Road between Stonegate Parkway and Lincoln Avenue.

There are two (2) existing CORE three-phase underground lines located in an easement in the area along Jordan Road that are in conflict with the proposed design. To accommodate the proposed improvements, it was determined that the existing underground CORE three-phase lines would need to be relocated to a new Town easement on the east side of Jordan Road located within a parcel owned by Stonegate Village Metropolitan District. CORE provided the design and cost estimate for the work and intends to subcontract to one of their approved contractors. The existing CORE easement was granted by Douglas County prior to this area's annexation into the Town. Therefore, the Town is responsible for the relocation costs.

This contract, in the amount of \$174,952, was previously approved by Town Council on July 8, 2024, but due to delays in obtaining the required easements from Stonegate Village Metropolitan District, the contract amount is being increased by \$9,403 for a new total of \$184,355 to account for increases in construction costs. The necessary easements have now been acquired, and CORE is ready to begin the relocation.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



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: April 7, 2025
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Lincoln Avenue/Pine Drive Intersection Improvements (CIP 25-018)
Preliminary Engineering**
Amount: \$121,165
Contractor: Wilson & Company
Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Wilson & Company for the preliminary engineering of the Lincoln Avenue & Pine Drive Intersection Improvements project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The project design consists of adding a second eastbound to northbound left turn lane and a westbound acceleration lane, along with the associated drainage and traffic signal improvements. A sidewalk will be designed at the intersection, west of the intersection along the north side of Lincoln Avenue, to close the existing gap. The intersection improvements design will tie into improvements on Pine Drive planned to be constructed by Douglas County starting in 2025. Design for the improvements will be scheduled to be completed in time for the Town to potentially engage the Contractor who is constructing the Douglas County Pine Drive/Pine Lane improvements project.

The contract amount for preliminary design services is \$121,165, which is in line with typical costs for a project of this size and scope. Wilson & Company is one of the Town's pre-qualified consultants for design services of this type. The scope of work will complete 30% design and identify right-of-way (ROW) needs. Final design, subsurface utility engineering (SUE), and ROW acquisition will be completed in subsequent work orders.

FINANCIAL IMPACT

Funding has been appropriated for the preliminary design effort in the Highway and Streets Capital Project fund (301-4310-7571).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 7, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Stroh Road Widening Project (CIP23-033) Construction Administrative Services**

Amount: \$148,103.53

Contractor: RMS Inc.

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with RMS Inc. for the construction administrative services for the Stroh Road Widening Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2021, the Town completed the design of the extension of J Morgan Boulevard. It was determined that it would be the best use of Town funds to combine that project with the widening of Stroh Road. The extent of the widening of Stroh Road will be from Motsenbocker Road to J Morgan Boulevard, and will include a bridge over Cherry Creek. This project will also include reconstruction of the existing bridge approaches and existing road pavement, trail connections, and additional sidewalk on the north side of Stroh Road.

The contract amount for construction administrative services is \$148,103.53, which is in line with typical costs for a project of this size and scope. RMS Inc. was previously contracted for the 100% design of Stroh Road Widening and their performance was exceptional. Construction administrative services generally include: responding to requests for information, submittal review, final geotechnical investigation, drawing updates, and as-builts. The estimated duration of this effort is approximately nineteen (19) months from the notice to proceed.

FINANCIAL IMPACT

Funding has been appropriated for the construction administrative services effort in the Highway and Streets Capital Project Fund (301-4310-7569)

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 7, 2025

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Trade Contractor Agreement for the Roof Top Unit Replacement at the Fieldhouse**

Amount: \$265,125

Contractor: Daikin Applied Americas, Inc.

Department: Engineering and Public Works, Jim Gilbert

EXECUTIVE SUMMARY

Engineering and Public Works is requesting approval to proceed with a contracted service for the replacement of one (1) Roof Top Unit (RTU) at the Fieldhouse. This project will replace RTU #5 at the fieldhouse. This is a planned replacement of the RTU which has surpassed its useful life cycle. This RTU serves a large portion of the facility on both levels and is essential to maintaining indoor air quality.

The contracted amount for this project is based on pricing from Diaken through an Omnia Contract (#R200401) and includes 15% for contingency items that may occur.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The RTUs at the Fieldhouse were originally placed in service in 2007 during construction. Each of the five (5) units serves an individual zone of the facility. This is a planned replacement of RTU #5 based on an anticipated life expectancy of 15 to 20 years. The budget for 2025 (\$330,000) anticipates the replacement of two (2) units. However, pricing for the multiple-unit replacement exceeds the approved budget. This will be a direct replacement for the existing unit, minimizing any additional work to the curb or roof system.

Facilities staff engaged Daikin to provide pricing for these units. Daikin is a preferred product manufacturer and supplies pricing based on a competitive bid process through Omnia Partners (contract #R200401).

FINANCIAL IMPACT

Funding for this project was approved as part of the 2025 capital budget process. No additional financial impacts are anticipated.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY 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.



Request for Town Council Action

Date: April 7, 2025
Submitted By: Eli Vidales, Traffic Operations Superintendent
Reviewed By: Michelle Kivela, Town Manager
Title: **Traffic Signal Controller Replacement Project (24-020)**
Amount: **\$341,400**
Contractor: **Econolite Control Products, Inc.**
Department: **Engineering and Public Works, Eil Vidales**

EXECUTIVE SUMMARY

This item is to award a purchase order to Econolite Control Products, Inc. (Econolite) for the procurement of one hundred and fifty (150) traffic signal controllers for \$341,400.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This item is for the procurement of one hundred and fifty (150) traffic signal controllers. These controllers will be replacing controllers in the field that have served well past their service life. The current controllers are now obsolete, and impossible to find parts to keep them functioning to the standard of what Parker deems acceptable. The current controllers pose a greater risk of malfunction, and should be replaced to promote public safety and efficiency of travel.

These controllers will replace those in the cabinets of the one hundred and four (104) signalized intersections and ten (10) count stations throughout the town. The remaining controllers will serve as spares for anticipated signal builds and testing purposes. Having controllers set up in the testing facility will provide our technicians with the ability to familiarize themselves with this new equipment, which will allow them to serve the public more efficiently and reliably.

To ensure the best price and functionality, bids were solicited with the assistance of procurement staff (RFP 24-020). Two vendors bid on the contract with Econolite bidding the lowest at \$2,276 per unit. The other vendor bid their controller at \$4,880 per unit. With Econolite being the lowest bidder and the only vendor that could 100% facilitate our needs for programming requirements, staff recommends awarding Econolite with the contract. Purchases will be made within the appropriated budget for this project and allow room for growth.

FINANCIAL IMPACT

Replacement controllers are funded for the year 2025 in the Traffic Services Account.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 7, 2025

Submitted By: Meagan Nakashima, Deputy Recreation Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-014**
A Resolution to Appoint One Regular Member to Fill a Vacancy on the Parker Parks, Recreation and Open Space Advisory Commission and to Appoint a Chair

Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

The initial three-year term of PROS Commission Member, Heather Bennett, was set to expire December of 2025 but was vacated prior to the end of her term. After conducting interviews for the vacant position, Heather Crosby is recommended for approval by the Town Council to serve the remainder of the term on the PROS Commission. Matthew Lunn is recommended to serve as Chair.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In December 2022, the Town Council approved the seven-member (7) Parks, Recreation and Open Space (PROS) Commission. One of the original Commission Members, Heather Bennett, was serving a three-year term but has resigned and vacated her seat for the remainder of her term, which is set to expire in December 2025. Subsequent terms after the initial staggered terms are for three (3) years. The open position was advertised by the Parks and Recreation Department and a total of two (2) individuals applied. The interview panel consisted of Councilmembers Barrington and Frandsen and staff members Brenda Mooney and Mary Colton.

Based on the interviews, it was unanimous that Heather Crosby would best represent the PROS Commission and is being recommended to fill the vacancy left by Heather Bennett. It is also recommended that Matthew Lunn serve as Chair pending Council's appointment.

The terms of the PROS Commissioners are summarized below:

1. Appointment of two (2) regular Parker Advisory Commission members for a term up to and including December 31, 2027.
 - a. Toby Levy
 - b. Candace Sotwick

2. Appointment of two (2) regular Parker Advisory Commission members for a term up to and including December 31, 2026.

- a. Michael Doyle
- b. Andrei Teudean

3. Appointment of three (3) regular Parker Advisory Commission members for a term up to and including December 31, 2025.

- a. VACANT - Heather Crosby (Current recommendation to Town Council for approval on April 7, 2025)
- b. Matthew Lunn - Chair (Current recommendation to Town Council for approval on April 7, 2025)
- c. Jody Walker

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

- 1. Resolution No. 25-014

RECOMMENDED MOTION

I move to approve Resolution 25-014 as part of the regular agenda.

RESOLUTION NO. 25-014, Series of 2025

TITLE: A RESOLUTION TO APPOINT ONE REGULAR MEMBER TO FILL A VACANCY ON THE PARKER PARKS, RECREATION AND OPEN SPACE ADVISORY COMMISSION AND TO APPOINT A CHAIR

WHEREAS, Heather Bennett, whose term expires December 31, 2025, resigned as a regular member of the Parker Parks, Recreation and Open Space Advisory Commission (the "Commission");

WHEREAS, Heather Bennett was the Chair of the Commission;

WHEREAS, the Town Council of the Town of Parker desires to fill the one (1) vacancy of the Commission for the term expiring December 31, 2025; and

WHEREAS, the Town Council desires to appoint Matthew Lunn as the Chair of the Commission.

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

Section 1. The Town Council of the Town of Parker hereby appoints Heather Crosby as a regular member to the Commission to fill the vacancy on the Parker Parks, Recreation and Open Space Advisory Commission for the term expiring December 31, 2025.

Section 2. The Town Council hereby appoints Matthew Lunn as the Chair of the Commission.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

1. Appointment of three (3) regular Parker Advisory Commission members for a term up to and including December 31, 2025.

- a. Heather Crosby
- b. Matthew Lunn
- c. Jody Walker

2. Appointment of two (2) regular Parker Advisory Commission members for a term up to and including December 31, 2026.

- a. Michael Doyle
- b. Andrei Teudean

3. Appointment of two (2) regular Parker Advisory Commission members for a term up to and including December 31, 2027.

- a. Toby Levy
- b. Candace Sotwick



Request for Town Council Action

Date: April 7, 2025
Submitted By: Weldy Feazell, PAR & Economic Development Director
Reviewed By: Michelle Kivela, Town Manager
Title: **TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER MAINSTREET EXCHANGE**
Department: Economic Development, Weldy Feazell

EXECUTIVE SUMMARY

Parker Mainstreet Exchange LLC has applied with the Town to participate in the Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02, for modifications and expansion of the Exchange Building located at 19590 E Mainstreet.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PROJECT DESCRIPTION

This Tax and Fee Assistance application is for the property at 19590 E Mainstreet, known as the Exchange Building. Built in the early 1980s, the building is currently 100% office space but has significant blighted conditions that prevent its conversion to a mixed-use commercial property. These issues include:

1. Lack of fire alarm and sprinkler systems
2. Inadequate ADA access (internal and external)
3. Obsolete parking lot design, not aligned with Town growth
4. Outdated sidewalks and landscape areas, with missing fire hydrants
5. Visible gas/water meters along Mainstreet and Pikes Peak Drive
6. No fire hydrants
7. No grease traps for restaurant use
8. Insufficient lighting for parking lots and ROW areas
9. No public plazas or green spaces
10. Lack of detailed property plat with building information
11. Miscellaneous cosmetic issues (awnings, murals, landscaping)

Although the current office use remains profitable, the ownership group aims to transform the property into a mixed-use development with retail on the first floor and office space on the second floor. This decision aligns with the Mainstreet master planning document, which envisions the site as a pedestrian-friendly area with active ground-floor retail and dining,

moving office space to the upper levels.

The challenge is the significant infrastructure investment needed to convert the building, which offers minimal additional rentable space—only 1,400 square feet from a drive-thru enclosure. Without support, the project is financially unfeasible. However, this investment will enable the conversion of first-floor office space into tax-generating retail. The plan includes converting 3,000 square feet to restaurant use in the short term, with a longer-term goal of converting the remaining office space into additional retail.

While the infrastructure investment may not justify the project on its own, a partnership could transform the building into an active, tax-generating asset that benefits the entire downtown area.

PROJECT MEETS THE GOALS AND CRITERIA FOR TAP

The project for the TAP application is unique; historically, TAP applications have been for new development or specific tenant buildouts. Parker Mainstreet Exchange LLC is proposing changes to an existing building downtown that currently does not house any sales tax-generating uses. The project described would allow for an addition and conversion of the corner space for restaurant and retail use. However, given the age of the building, there are several improvements required by building code that need to be completed for the project to move forward. The TAP program is the best mechanism in place for Parker Mainstreet Exchange LLC to seek assistance with project costs.

The criteria for approval section of the Tax and Fee Assistance Program 4.02.09, item 2, lists several public benefits that the proposed project meets (the code does not require a project to have a certain number of public benefits to qualify):

- Utilization of existing building(s)
- The representation of redevelopment to an area or building in the Town
- The creation or enhancement of a vibrant and unique downtown
- The contribution to the diversity of retail or to the diversity of jobs or employment opportunities within the Town
- Bringing a value-added result to the Town or a development within the Town (e.g., by moving the company's corporate headquarters to the Town)

Economic Development staff has reviewed the application, deemed it complete, and determined that the project is eligible for TAP agreement consideration. While this project is different from applications received historically, it is our perspective that this is a good redevelopment opportunity for the Town. The project will expand the restaurant and retail space in downtown by utilizing existing buildings. The aging of buildings in Parker, including those downtown, places an extra burden on property owners seeking to make changes to their properties as they need to be brought up to the building code. While the initial project would provide a new 1,400 sf space and the conversion of office space on the corner to a restaurant, the project also installs the needed infrastructure in the building to allow further ground floor space to be converted into sales tax-generating spaces. Additionally, the project would provide some mobility, safety, and

beautification elements for the site. Utilizing the TAP program provides the property owners with financial assistance that would allow this project to move forward while also making it in the best interest to add sales tax-generating uses to the site, helping to create more vibrancy and activity downtown.

FINANCIAL PROJECTIONS

As part of the application process, financial projections are necessary to assess the potential for a shareback of new sales taxes generated by the project. These projections, along with any recommendations regarding shareback, have been reviewed by the Town of Parker's Finance Director.

The project budget for the necessary expansions and building code updates is approximately \$1.18 million. The applicant is not requesting assistance for the entire budget. Based on the projected future sales tax revenue, the Town may be able to provide the following support.

Project Financial Information:

- Total Project Cost: \$1,180,000
- Anticipated Sales (over 10 years): \$44,826,586

Anticipated Town Revenue (over 10 years):

- Parker Sales Tax (Parks & Recreation): \$224,133
- Parker Sales Tax (General Fund): \$1,120,665
- Total Anticipated Revenue (direct only): \$1,344,798

TAP AGREEMENT TERMS

The agreement outlines reimbursement of sales tax generated by the new retail and restaurant spaces in the building. 50% of the sales tax generated over 10 years will be reimbursed, up to a maximum of \$600,000. Reimbursements will be made quarterly, based on the sales tax collected by the Town during each quarter.

FINANCIAL IMPACT

Sales Tax Rebate – 50% of the sales tax generated over 10 years, with a maximum amount of \$600,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Parker Mainstreet Exchange TAP Agreement

RECOMMENDED MOTION

I move to approve the Tax and Fee Assistance Program Agreement for Parker Mainstreet Exchange, as part of the regular agenda.

TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER MAINSTREET EXCHANGE

THIS AGREEMENT, made and entered into on _____, by and between Parker Mainstreet Exchange, LLC, a Colorado limited liability company (the "Owner"), and the Town of Parker, a Colorado home rule municipality (the "Town").

RECITALS:

A. The Town adopted Chapter 4.02 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of businesses within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, and further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the business described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "New Business"), which is located at the 19590 E Mainstreet, Parker, CO 80138, and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Owner shall be deemed the recorded owner of the real property upon which the New Business is operated and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Business is operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before December 31, 2026 (the "Condition Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as **Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall be for one (1) year, commencing on the issuance of the Town's written authorization for the New Business to operate on the Property and shall end one (1) year from the date on which the Town issues such written authorization. Thereafter, this Agreement shall automatically renew for nine (9) additional, consecutive one (1)-year terms; provided, however, that the Town shall have no payment obligation to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the Maximum Amount, as provided in Paragraph 1.c. of this Agreement.

c. The maximum period of time that this Agreement shall be in effect is either ten (10) years (commencing on the issuance of the Town's written authorization for the New Business to operate on the Property as described in Paragraph 1.b.) (the "Maximum Time") or until the maximum sum of Six Hundred Thousand Dollars (\$600,000.00) (the "Maximum Amount") has been paid to the Owner for reimbursement of the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate upon the occurrence of the earlier to be reached of the Maximum Time (whether or not the Maximum Amount to be paid to the Owner has been reached) or disbursement of the Maximum Amount to the Owner (whether or not the Maximum Time has expired).

2. Qualification of Property for the TAP Program. The Town agrees that the New Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area marketplace. The following provisions shall apply for each year in which this Agreement is in effect for the New Business located on the Property:

a. Fifty percent (50%) of the "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Six Thousand Nine Hundred Thirty-Eight and 00/100 Dollars (\$6,938.00) per year for the initial year and each of the nine (9) remaining one-year terms (including the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in the amount of Fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the ten (10) one-year terms of the Agreement. The Enhanced Sales Tax shall be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the New Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the

date the Town provides written authorization to the Owner to operate the New Business on the Property

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Parker Town Council and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such

sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the Town's written authorization for the New Business to operate on the Property, on or before December 31, 2026. In the event that the Condition Precedent has not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

7. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement or the TAP Program.

8. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

9. Notice.

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

Notice to the Town:

Town of Parker
Attn: Town Manager
20120 East Mainstreet
Parker, Colorado 80138
Email: mkivela@parkeronline.org

Town of Parker
Attn: P3 Director
20120 East Mainstreet
Parker, Colorado 80138
Email: economicdevelopment@parkeronline.org

Town of Parker
Attn: Legal/Town Attorney
20120 East Mainstreet
Parker, Colorado 80138
Email: contracts@parkeronline.org

Notice to the Owner:

Parker Mainstreet Exchange, LLC
Attn: Tony Mango - Manager
195010 E Mainstreet, Suite 200
Parker, CO 80138
Email: tmango@mangomtg.com

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

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

10. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Owner and the Town acting pursuant to Town Council authorization, as provided by the Ordinance.

11. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

12. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Owner. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the Owner that any such person or entity, other than the Town and the Owner, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

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

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

IN WITNESS WHEREOF, this Agreement is executed by the parties 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

**OWNER: PARKER MAINSTREET
EXCHANGE, LLC, a Colorado limited liability
company**

Tony Mango, Manager

EXHIBIT LIST

Exhibit A	Description of 19590 E Mainstreet (Exchange Building)
Exhibit B	Legal Description of the Property
Exhibit C	Improvements
Exhibit D	Certificate of Compliance
Exhibit E	Base Amount

EXHIBIT A

DESCRIPTION OF 19590 E. MAINSTREET (EXCHANGE BUILDING)

The property is located at 19590 E Mainstreet, also known as the Exchange building. The building was built in the early 1980s and is currently 100% office use. The current building has significant conditions which prevent it from being transformed into a commercial mixed-use building. These include, but are not limited to:

1. Lack of fire alarm and sprinkler systems and other property safety items
2. Lack of current ADA building access (external and internal)
3. The parking lot has an obsolete traffic flow with current town growth in the area.
4. Sidewalks and landscape areas in ROW are obsolete, with landscape areas in the wrong areas, no fire hydrants, etc.
5. Gas/water meters are in visual areas along Mainstreet and Pikes Peak
6. No Fire Hydrants
7. No Grease traps for restaurant use
8. Lack of lighting covering parking lots and ROW areas
9. No public plaza areas or green spaces
10. Property is not specifically plated with pertinent building information
11. Misc other cosmetic items(awnings, murals, landscaping, public plaza)

While the current use is still acceptable to the ownership group, and current rent roles provide adequate returns, the ownership group decided to explore property infrastructure requirements, which would enable the property to transform out of its current office-only use to a mixed-use 1st floor retail, 2nd floor office.

The proposed project includes a 1400 sf addition of retail space and converting 3,000 sf of existing ground floor space to restaurant use. This would give the building the 1st two retail locations, with a longer-term change of the other 1st floor offices to additional retail use. There is an additional 7,118 1st floor square footage that is currently office use. These are all currently leased for 2-5 year time periods and would take time to convert from office to retail use.

The retail and restaurant projects employ approximately 35-45 individuals and have an annual payroll of approximately \$750 thousand.

EXHIBIT B

LEGAL DESCRIPTION

Lot 1 of a Part of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado.

EXHIBIT C
IMPROVEMENTS

The obligations and improvements that are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement" include:

The current building has significant conditions which prevent it from being transformed into a commercial mixed-use building. These include, but are not limited to:

1. Expansion of building 1,400 sf of retail space
2. Conversion of the ground floor office space to a 3,000 sf restaurant
3. Infrastructure to convert the remaining 7,118 ground floor office space to retail spaces over two to five years.
4. Installation of fire alarm and sprinkler systems and other property safety items
5. Bring building access up to ADA standards (internal and external)
6. The parking lot has an obsolete traffic flow with current town growth in the area.
7. Sidewalks and landscape areas in ROW are obsolete and not to ADA standards
8. Screening of gas/water meters are in visual areas along Mainstreet and Pikes Peak
9. Installation of fire hydrants
10. Installation of grease traps for restaurant use
11. Improved lighting covering parking lots and ROW areas
12. Improved landscaping areas and installation of public plaza areas or green spaces
13. Property is not specifically plated with pertinent building information
14. Beautification items: awnings, murals, landscaping, public plaza

The total project cost related to the improvements is estimated at \$1.2 million and is detailed below.

Site Amendment		
	Description	
	Design Fees	\$ 75,000
	Soils/Engineering/Etc	\$ 43,320
	General Conditions	\$ 53,211
	Erosion Control	\$ 31,940
	Sanitary/ Grease Trap/Water Extension	\$ 70,995
	Plumbing and Water Utilities	\$ 66,120
	Traffic Control	\$ 7,500
	Demolition/Removal	\$ 42,837
	Concrete Flatwork/Curb & Gutter/Paving	\$ 197,024
	Site Wall	\$ 41,385
	Site Electrical	\$ 18,586
	Subprep/Grading	\$ 38,213
	Signage(Building)	\$ 15,000
	Patio railings	\$ 16,080
	Striping	\$ 4,618
	Wheel Stops	\$ 1,680
	Awnings	\$ 9,000
	Site Amenities/Benches	\$ 5,260
	Landscape/irrigation	\$ 34,959
	Roof Drain	\$ 6,270
	Fee & % 7.5	\$ 48,350
Subtotal Site		\$ 709,028
Site with Design & Engineering Fees		\$ 827,348
Drive Through Retail budget		
	Description	
	General Coniditions	\$ 10,000
	Concrete/foundations	\$ 14,500
	Metals	\$ 3,500
	Carpentry	\$ 1,000
	Brick	\$ 15,400
	Doors and Hardware	\$ 3,200
	Storefront/glazing	\$ 22,000
	Finishes	\$ 9,100
	Acoustical ceiling	\$ 2,300
	Roof repair	\$ 1,500
	Specialties	\$ 1,600
	Plumbing	\$ 8,000
	HVAC	\$ 12,000
	Electrical	\$ 15,800
Subtotal,Drive Through		\$ 119,900
Additional Items		
	Description	
	Relocation Gas Meter	\$ 10,000
	Fire Room Misc	\$ 40,000
	Fire Alarm-Entire Building	\$ 55,000
	Misc Building Internal	\$ 10,000
	Art Mural	\$ 10,000
	Eaton Cole	\$ 8,500
Subtotal, Additional Items		\$ 133,500
Estimate Budget		\$ 1,080,748
	Contingency - 10%	\$ 107,225
Estimate Total Budget		\$ 1,187,973

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker, a Colorado home rule municipality (the "Town") and Parker Mainstreet Exchange, LLC, a Colorado limited liability company, in connection with that certain Tax and Fee Assistance Program Agreement for Chicken N' Pickle, dated _____, 20__ (the "Agreement"), that:

The Condition Precedent described in Paragraph 5 of the Agreement was fully satisfied on or before December 31, 2026.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this _____ day of _____, 20__.

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

**OWNER: PARKER MAINSTREET
EXCHANGE, LLC, a Colorado limited liability
company**

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of Parker Mainstreet Exchange, LLC, a Colorado limited liability company.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT E
BASE AMOUNT

YEAR 1 through 10

Month #1	\$ 578.16
Month #2	\$ 578.16
Month #3	\$ 578.16
Month #4	\$ 578.16
Month #5	\$ 578.17
Month #6	\$ 578.17
Month #7	\$ 578.17
Month #8	\$ 578.17
Month #9	\$ 578.17
Month #10	\$ 578.17
Month #11	\$ 578.17
Month #12	<u>\$ 578.17</u>

Total Annual Base	\$ 6,938
-------------------	----------



Request for Town Council Action

Date: April 7, 2025
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: **ORDINANCE NO. 5.28.26 - Second Reading**
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Regarding Local Festival Permits and Required Warning Signage
Department: Town Clerk, Chris Vanderpool

EXECUTIVE SUMMARY

If approved, this ordinance would amend 5.02.840-Local festival permit required and 5.02.955-Warning sign required of the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Changes to 5.02.840 - This change is necessary to align the Town's Municipal Code with the State Liquor Code to provide for consistency in language regarding Festival Permits. This ordinance amends the Code to clarify the number of festivals a licensee is allowed to hold in a given period of time. Instead of the current nine (9) festivals in a twelve-month period after the permit is issued, the Code needs to be amended to nine (9) festivals during each calendar year.

Changes to 5.02.955(a) - Additionally, the language on the warning sign that is required to be posted at all on-premises licensed locations, needs to be amended to provide more clarity to the Licensee and the customer. The warning sign would be amended to read, "Warning! Removal of Alcohol Beverages from this Establishment is Prohibited, Except for a Sealed Recorked Vinous Beverage or other Sealed Beverage as Allowed by Law." This sign is also required to be posted at any egress patio gate at on-premises establishments. The warning sign needs to be revised due to the "take-out and delivery" permit that was established during COVID. The permit allows alcohol "by the drink" in sealed containers to be removed from the premises. The change in the sign language provides more clarity regarding what can be removed from the premises as it relates to alcohol at an on-premises establishment. The previous language stated, "Warning! Removal of Alcohol Beverages from this Establishment is Prohibited, Except for a Sealed Recorked Vinous Beverage as Allowed by Law."

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.28.26

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.26 on second reading.

ORDINANCE NO. 5.28.26, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE REGARDING LOCAL FESTIVAL PERMITS AND REQUIRED WARNING SIGNAGE

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

Section 1. Section 5.02.840, Subsection (d), of the Parker Municipal Code is hereby amended to read as follows:

5.02.840 Local festival permit required.

* * *

(d) A festival permit granted hereunder allows a licensee to hold nine (9) festivals during **each calendar year the twelve-month period after the permit is issued**. To hold any festival after the initial festival, which is described in the initial application for a festival permit, the permittee must file a supplemental application with the state and local licensing authorities as described in Subsection (h) below.

* * *

Section 2. Section 5.02.955, subsection (a), of the Parker Municipal Code is hereby amended to read as follows:

5.02.955 Warning sign required.

(a) Except as provided in Subsection (b) below, every licensee of any establishment licensed for on-premises consumption shall display at all times in a prominent place at every public nonemergency exit from the licensed premises and at every outdoor patio exit a printed card with a minimum height of fourteen (14) inches and a width of eleven (11) inches, with each letter to be a minimum of one-half (½) inch in height, which shall read as follows:

WARNING

**REMOVAL OF ALCOHOL
BEVERAGES FROM THIS
ESTABLISHMENT IS PROHIBITED,
EXCEPT FOR A SEALED
RECORKED VINOUS BEVERAGE
OR OTHER SEALED BEVERAGE
AS ALLOWED BY LAW**

Section 3. **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 4. 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 5. 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



Request for Town Council Action

Date: April 7, 2025

Submitted By: Michelle Kivela, Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.247.1 - Second Reading**
A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and Highlands Ranch Metro District, Concerning the Continued Implementation and Funding of the Douglas County Youth Initiative Program

Department: Town Manager, Michelle Kivela

EXECUTIVE SUMMARY

Ordinance No. 9.247.1 amends and restates the 2016 IGA between Douglas County, the Douglas County School District, the City of Castle Pines, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the Library District, and the Highlands Ranch Metro District to provide support and funding for the Douglas County Youth Initiative.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Douglas County Youth Initiative ("Youth Initiative") is a collaborative project among Douglas County, the Douglas County School District, the City of Castle Pines, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the Library District, and the Highlands Ranch Metro District through the Partnership of Douglas County Governments. The Youth Initiative is a method of coordinating local youth-serving efforts and assessing the needs of the youngest residents by envisioning a community in which youth are involved, valued, productive, protected and healthy.

Created in 2005, the partnering organizations entered into an IGA to support the Youth Initiative. The last update to the IGA occurred in 2016 and set the current contribution levels.

The proposed 2025 amendments to the Youth Initiative IGA are as follows:

1. Resets the effective date of the IGA
2. Updates the total program amount, which had not previously been updated to reflect the

addition of Castle Pines or the additional funding contributed by Douglas County and Douglas County School District

3. Increases the cost-sharing amounts. In Parker's case, it increases our annual contribution from \$19,800 to \$25,000.
4. Updates the cost-sharing amounts to match the current budget requests

FINANCIAL IMPACT

An increase of Parker's annual contribution from \$19,800 to \$25,000.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.247.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.247.1 on second reading.

ORDINANCE NO. 9.247.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES AND HIGHLANDS RANCH METRO DISTRICT, CONCERNING THE CONTINUED IMPLEMENTATION AND FUNDING OF THE DOUGLAS COUNTY YOUTH INITIATIVE PROGRAM

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Amended and Restated Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines and Highlands Ranch Metro District, Concerning the Continued Implementation and Funding of the Douglas County Youth Initiative Program, 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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES AND HIGHLANDS RANCH METRO DISTRICT, CONCERNING THE CONTINUED IMPLEMENTATION AND FUNDING OF THE DOUGLAS COUNTY YOUTH INITIATIVE PROGRAM

THIS AGREEMENT (“Agreement”) is entered into this 1st day of May, 2025, by and between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the Highlands Ranch Metro District, and the City of Castle Pines, hereinafter referred to jointly as the “Parties”; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the continuing implementation and operation of a collaborative effort known as the Douglas County Youth Initiative Program (“Program”); and

WHEREAS, the Program will include a Youth Services Program Manager, Program Initiatives such as WrapAround and Youth Congress, Community Coalitions, and an Advisory Board of the Youth Initiative; and

WHEREAS, the Parties have agreed to share the costs of implementing and operating the Program in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

Section 1. Subject Matter of Agreement. This Agreement sets forth the understanding of the Parties regarding the ongoing costs and management of the Program and the responsibilities of the Parties under this Agreement.

Section 2. Duration of Agreement. This Agreement shall be effective for a period of one year, beginning January 1, 2025. This Agreement shall renew automatically on December 31st of each year for additional one-year terms unless earlier terminated by the withdrawal of any Party as provided in this Section 2, and subject to annual appropriation of funds by all Parties hereto. Any Party to this Agreement may withdraw by giving written notice thereof to the other Parties at least ninety (90) days prior to end of the then current term. The remaining Parties shall have the option to negotiate and continue a cost sharing arrangement and operation of the Program by amending this Agreement pursuant to Section 12, no later than December 31 of the current year’s term, or this Agreement will automatically terminate at the end of the then current term.

Section 3. Relationship of the Parties. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

Section 4. Appointment of Program Services Manager. The County shall be responsible for hiring a Youth Services Program Manager who shall be a Douglas County employee for all purposes and with the same benefits and at-will employment status as other County employees. The activities and performance of the Youth Services Program Manager will be subject to the supervision and review by the Deputy County Manager with input from the Program Advisory Board.

Section 5. Cost Sharing. The Parties agree to provide the following funding of the Program for the 2025 term and each term thereafter:

- A. Beginning January 1, 2025, the basic yearly cost of implementing and operating the Program is \$301,500. The Parties shall pay to the County the following amounts (“Annual Contribution”) for each term of the Agreement:

Annual Contribution:

Douglas County School District Re-1:	\$35,750
Douglas County:	\$35,750
Douglas County Libraries	\$25,000
Town of Castle Rock:	\$25,000
Town of Parker:	\$25,000
City of Lone Tree:	\$25,000
Highlands Ranch Metro District	\$25,000
City of Castle Pines	\$25,000

- B. The following Parties have agreed to pay or be responsible for a supplemental Annual Contribution in the following amounts.:

*Douglas County School District Re-1	\$40,000
*Douglas County:	\$40,000

*Parties have agreed to provide additional funding

- C. Douglas County shall be the recipient of the Annual Contribution and supplemental Annual Contribution as Douglas County will be the Party responsible for hiring the Youth Services Program Manager and funding the continued implementation of the Program. The County shall expend the Annual Contribution funds for costs directly associated with Youth Services Program Manager and continued implementation of the Program.

Payments: The Parties shall pay the Annual Contribution as follows:

- During the initial term, as a one-time payment in the full amount due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later; and during renewal terms by January 31st of the renewal term;

OR;

- During the initial term, as two payments, with one half (½) due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later and remaining one half (½) due by July 1 of the then-current term; and during renewal terms as two payments due one-half (1/2) by January 31st and one-half (1/2) by July 1 of the renewal term.

Payments shall be made by check payable to Douglas County, or as directed by Douglas County.

Section 6. Responsibilities of the Parties.

- A. The Parties have created an Advisory Board that shall be made up of one representative from each participating Party. The Advisory Board shall be responsible for the following:
- (i) Provide feedback into the recruitment, hiring, and evaluation of the Youth Services Program Manager, although the final hiring and any and all other employment-related decisions shall be made by Douglas County in accordance with applicable Douglas County employment procedures and policies.
 - (ii) Act as a regular liaison with the agencies they represent.
 - (iii) Provide oversight and direction for the Program, on behalf of their governing bodies.
 - (iv) Participate in the annual evaluation of the Program.
 - (v) Meet as necessary to make recommendations as requested by the Youth Services Program Manager
- B. The Parties shall be responsible for the following:
- (i) Participate in the implementation and operation of the Program.
 - (ii) Provide a regular liaison to serve on the Advisory Board and participate in the meetings of the Advisory Board.
 - (iii) Participate in the annual evaluation of the Program.
- C. Douglas County Responsibilities. The responsibility for providing office space and basic office supplies for the Youth Services Program Manager shall be

the responsibility of Douglas County, including a dedicated telephone line and computer email and internet access. The value of these benefits is in addition to the Annual Contributions made by Douglas County and should not be considered for purposes of the amount contributed by Douglas County as covered in Section 5 (A) and (B) above. Douglas County shall be responsible for the day-to-day operations of the Youth Initiative through the Youth Service Program Manager and shall be authorized to provide other staffing for the Youth Initiative as may be necessary to carry out the purpose and function of the Youth Initiative as set by the Advisory Board.

Section 7. Specific duties of the Youth Services Program Manager. The specific duties and responsibilities of the Program Services Manager are set forth in Attachments I and II, to this Agreement, and are incorporated herein by this reference,

Section 8. Notice. Any notice required by this Agreement shall be given, in writing by U.S. postal mail, as follows:

Town of Castle Rock:	Town of Castle Rock 100 N. Wilcox Castle Rock, CO 80104
Douglas County:	Douglas County Manager 100 Third Street Castle Rock, CO 80104
Douglas County School District RE-1:	Douglas County School District RE-1 620 Wilcox Castle Rock, CO 80104
Douglas County Libraries	Douglas County Libraries 100 S. Wilcox St. Castle Rock, CO 80104
Town of Parker:	Town of Parker Attn: Town Manager 20120 E Mainstreet Parker, CO 80138

City of Lone Tree:

City of Lone Tree
9220 Kimmer Dr., Suite 100
Lone Tree, CO 80124

Highlands Ranch Metro District

Highlands Ranch Metro District
62 Plaza Drive
Highlands Ranch, CO 80129

City of Castle Pines

City of Castle Pines
7437 Village Square Drive, Suite 200
Castle Pines, CO 80108

Section 9. Applicable Law. The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.

Section 10. Non-waiver. The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.

Section 11. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

Section 12. Amendment. This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.

Section 13. No Third-Party Beneficiaries. It is expressly understood and agreed that 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 herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 14. Assignability. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

Section 15. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

Section 16. Governmental Immunity. The Parties hereto understand and agree that the Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Section 18. Execution. This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

**The Board of County Commissioners of the
County of Douglas**

By: _____
Doug DeBord, County Manager

APPROVED AS TO LEGAL FORM:

Arielle Denis, Assistant County Attorney

APPROVED AS TO FINANCIAL CONSIDERATIONS:

Andrew Copland, Director of Finance for Douglas County

Douglas County School District RE-1

By: _____
Christy Williams, President
Board of Education for Douglas County School District

ATTEST:

Becky Myers, Board Secretary

APPROVED AS TO LEGAL FORM:

Mary Kay Klimesh, Board Legal Counsel

Town of Parker

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO LEGAL FORM:

Jamie Wynn, Town Attorney

City of Lone Tree

By: _____
Marissa Harmon, Mayor

ATTEST:

Patricia Leyva, City Clerk

APPROVED AS TO LEGAL FORM:

Linda Michow, City Attorney

Town of Castle Rock

By: _____
Jason Gray, Mayor

Attest:

Lisa Anderson, Town Clerk

APPROVED AS TO LEGAL FORM:

Michael Hyman, Town Attorney

Douglas County Libraries

By: _____
Terry Nolan, Board President

ATTEST:

Secretary, Suzanne Burkholder

APPROVED AS TO LEGAL FORM:

Highlands Ranch Metro District

By: _____
Stephanie Stanley, General Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

City of Castle Pines

By: _____
Tracy Engerman, Mayor

ATTEST:

Tobi Duffey, MMC, City Clerk

APPROVED AS TO LEGAL FORM:

Linda Michow, City Attorney

ATTACHMENT I – BYLAWS

BYLAWS of the DOUGLAS COUNTY YOUTH INITIATIVE

Article I: Name. The name of this organization shall be Douglas County Youth Initiative (the “Youth Initiative”).

Article II: Purpose. The purpose of the Youth Initiative is to unite the Douglas County community, including youth, parents, agencies, governments, schools, nonprofits and other adults, in our mutual efforts to:

- Identify gaps and collaborate effectively to create a seamless continuum of services.
- Advocate for system improvements that will better serve youth and families of Douglas County.
- Support youth and encourage their contributions to the broader community.
- Effectively intervene with youth who are endangered by their decisions and/or situation.
- Support and expand opportunities for youth to express viewpoints.
- Support parents and caregivers with resources, education and unconditional care.

These goals shall be achieved by means of programs as determined by the Advisory Board, which may include, but are not limited to, Youth Congress, the WrapAround program, and a Day of Service.

Article III: Advisory Board.

Section 1: Composition. Each funding entity for the Youth Initiative shall appoint one or more representatives to serve on the Youth Initiative Advisory Board. When any member of the Advisory Board is unable to continue as a member, the funding entity shall appoint a replacement member to fill the vacancy on the Advisory Board.

Section 2: Duties of the Advisory Board. The Advisory Board shall oversee the operations of the Youth Initiative. Such duties shall include the following:

- Programmatic guidance to the Program Manager of the Youth Initiative;
- Along with Douglas County, annual approval of the Youth Initiative budget;
- Review and monitoring of the operations of the Youth Initiative in order to ensure achievement of the purposes of the Youth Initiative;
- Consultation and advisement regarding employment of the Youth Initiative Program Manager as well as employment and/or contracts of other Youth Initiative staff;

- Make recommendations to Douglas County as the employer of the Youth Initiative Program Manager and the fiscal agent for the Youth Initiative as to Program Manager performance, fiscal matters, and Youth Initiative operations; and;
- Make recommendations to the Partnership of Douglas County
- Governance as to the overall operations and funding of the DCYI

Section 3: Officers. The Advisory Board shall select from among its ranks officers in the following positions: President, Vice President, Secretary, Treasurer, and such other officers as the Advisory Board deems necessary.

Section 4: Duties of the Officers. The duties of the officers shall be those established by the Advisory Board and shall include the following:

- President: Set the agenda for meetings, in conjunction with the Youth Initiative Program Manager; chair meetings and facilitate discussion
- Vice President: Perform the duties of the President in the absence or incapacity of the President
- Secretary: Oversee records of the Advisory Board; record meeting activities, votes, and proceedings; generate and distribute meeting minutes
- Treasurer: Oversee financial records of the Youth Initiative and periodically report on the financial condition of the Youth Initiative to the Advisory Board on at least a quarterly basis.

Section 5: Election or Appointment of Officers. Officers shall be elected on an annual basis at the first regular meeting of each calendar year or at such time as members of the Advisory Board shall in its discretion determine. In the event of a vacancy during the year or in the event that the representative appointed by a funding entity to serve as a member of the Youth Initiative Advisory Board and who has been elected to serve as an Officer shall cease to be a member of the Advisory Board, the Advisory Board shall elect a successor from its membership at the next regular meeting and such successor shall serve the unexpired term of the office.

Article IV: Primary Operations. The Youth Initiative Program Manager shall be an employee of Douglas County and shall office in such location as established in the discretion of Douglas County. Douglas County shall be responsible for the day-to-day operations of the Youth Initiative and shall be authorized to staff the Youth Initiative as may be necessary to carry out the purpose and function of the Youth Initiative as set by the Advisory Board.

Article V: Meetings of the Advisory Board.

Section 1: Regular Meetings. The Advisory Board shall meet no less than quarterly.

Section 2: Special Meetings. The President of the Board may, when s/he deems it expedient, and shall, upon written request of three Board members, call a special meeting for the purpose of conducting business designated in the call. Notice of special meetings shall be

delivered to Board members no less than two business days prior to such meeting. Business conducted as special meetings shall be limited to that designated in the call, unless all members of the Board are present.

Section 3: Quorum. Action by the Advisory Board shall only take place if a quorum is present. A quorum of the Advisory Board shall consist of a simple majority of the funding entities of the Youth Initiative. If a funding entity has appointed more than one representative to serve on the Advisory Board, only one representative shall count for purposes of determining whether there is a quorum of the Advisory Board.

Section 4: Meeting Attendance. When a member of the Advisory Board is unable to attend a meeting, the funding entity may appoint an alternate to participate in the decision making processes on behalf of the member jurisdiction.

Article VI: Amendments to the Bylaws. The bylaws of the Youth Initiative shall be amended only with the approval of a majority of the Advisory Board at a regular or special meeting, but no such amendment shall be adopted unless at least five business days written notice thereof has been previously been given to all members of the Advisory Board.

Approved January 9, 2012



Request for Town Council Action

Date: April 7, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Stroh Road Widening Project (CIP23-033) - Construction Management, Inspection, & Material Testing**

Amount: \$1,299,676

Contractor: Alfred Benesch & Company

Department: Engineering and Public Work, Nathan Klass

EXECUTIVE SUMMARY

This agenda item is for the approval of a Professional Services Agreement with Alfred Benesch & Company for the Construction Management, Inspection, & Materials Testing services for the Stroh Road Widening Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued RFQ 22-001 for the Stroh Widening project construction management services on January 10, 2025, with a deadline to respond by February 5, 2025. The project consists of widening Stroh Road two lanes to the South between J Morgan Boulevard and Crowfoot Valley/Motsenbocker Road and the extension of J Morgan Boulevard to the South.

The Town received responses from four (4) firms proposing to provide construction management, inspection, and material testing professional services during construction. A selection committee reviewed and scored the proposals and then invited two of the four firms to interview with the committee. After careful consideration following the interviews, the selection committee agreed that Alfred Benesch & Company is the most qualified firm for this project. A scope of work was negotiated, which is 7.3% of the construction contract. The construction project was awarded at the March 24, 2025 Town Council Meeting.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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