

TOWN OF PARKER COUNCIL AGENDA

August 4, 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. SPECIAL PRESENTATIONS

- Presentation of Certificate to Liz Swanson, Winner of the Town of Parker Sticker Design Contest

3. 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.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **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 - July 21, 2025*

B. *ORDINANCE NO. 9.389 - First Reading*

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Parker Water and Sanitation District Regarding Cost Sharing for Manhole and Water Valve Maintenance

Department: Engineering and Public Works, Chris Hudson

Second Reading: August 18, 2025

C. *RESOLUTION NO. 25-046*

A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Motsenbocker Road Property for Second Reading on September 15, 2025

*Department: Community Development, Amber Wood-Hicken
Engineering & Public Works, Chris Hudson*

D. *CONTRACTS OVER \$100,000*

1. *2025 Townwide Roadway Reconstruction Program (CIP25-001) - Contract Modification*

Amount: \$143,967.50 (Addition to the Original Contract Amount of \$1,341,991.35)

Contractor: Chavez Construction, Inc.

Department: Engineering and Public Works, Tom Gill

2. *Lumen Direct Internet Access (DIA) and Secure Access Service Edge (SASE) for All Facilities*

Amount: \$491,056.20

Contractor: Lumen Technologies Government Solutions, Inc.

Department: Information Technology, Matt Lynch

3. *Lincoln Widening Post-Design Services (CIP 22-020-CA) – Contract Amendment*

Amount: \$242,541 (Addition to the original contract amount of \$84,752)

Contractor: Felsburg Holt & Ullevig

Department: Engineering & Public Works, Chris Hudson

E. *PROCLAMATION - Commitment to Volunteerism - [JustServe.org](https://www.justserve.org) - Shaun Gann*

6. ORDINANCES

A. ORDINANCE NO. 1.659 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker

Department: Community Development, Jon Nelson

B. ORDINANCE NO. 5.37.2 - Second Reading

A Bill for an Ordinance to Repeal Chapter 4.05 of the Parker Municipal Code Concerning Unclaimed Property

Department: Town Attorney, Kelsey Hall

C. ORDINANCE NO. 9.388 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Responsibilities for and Maintenance of School Zone Speed Limit Sign Beacons on Jurisdictional Boundaries

Department: Engineering and Public Works, Chris Hudson

D. HILLTOP ROAD PROJECT

Department: Engineering and Public Works, Chris Hudson

1. ORDINANCE NO. 1.651 - Second Reading

A Bill for an Ordinance Accepting the Conveyance of Real Property from CORE Electric Cooperative for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment for the Hilltop Road Project

2. ORDINANCE NO. 1.652 - Second Reading

A Bill for an Ordinance to Approve the Public Sidewalk Easement Agreement By and Between CORE Electric Cooperative and the Town of Parker for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment, for the Hilltop Road Project

E. BALLOT QUESTIONS FOR SPECIAL ELECTION

Department: Town Attorney, Kelsey Hall

1. ORDINANCE NO. 1.653 - Second Reading

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 2.8 Titled Nomination Petition; Required Signatures

2. **ORDINANCE NO. 1.654 - Second Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 2.9 Titled Vacancies
3. **ORDINANCE NO. 1.655 - Second Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 3.4 Titled Conflict of Interest
4. **ORDINANCE NO. 1.656 - Second Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 6.2 Titled Board of Adjustment and Appeals
5. **ORDINANCE NO. 1.657 - Second Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 15.6 Titled Contracts with Other Governmental Entities
6. **ORDINANCE NO. 1.658 - Second Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter by the Addition of a New Section 3.11 Titled Multiple Offices

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

- A. **Chambers Road & Stroh Road Traffic Signal (CIP24-034)**
Amount: \$606,456
Contractor: Adiona Transportation Solutions, LLC.
Department: Engineering and Public Works, Chris Hudson
- B. **Parker Road and Mainstreet Roadway Improvements Conceptual Design**
Amount: \$720,120
Contractor: Kimley-Horn
Department: Community Development, Mary Munekata
Engineering and Public Works, Chris Hudson

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

August 4, 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. Interpretation of the Town Manager’s and the Town Attorney’s employment agreements

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

2. Compensation of the Town Manager and the Town Attorney

**TOWN OF PARKER COUNCIL
MINUTES
JULY 21, 2025**

Mayor Joshua Rivero called the meeting to order at 7:00 p.m. All Councilmembers were present.

Zach Furry from Scout Troop 88 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.

PRESENTATION OF FINANCIAL STATEMENTS BY PLANTE MORAN

Rhonda Willey stated that Plante Moran completed an audit of the Town's 2024 financial statements, reviewed the Cultural Fund for an SCFD grant, and completed a Federal Single Audit because the Town spent more than \$750,000 of federal funding. She introduced Tim St. Andrew from Plante Moran who made a presentation on the audits and answered questions of Council. He advised that they issued an unmodified (clean) opinion on the Town's 2024 financial statements. There was also an unmodified opinion on the Federal Single Audit and one finding related to suspension and debarment which has been corrected by the Town through a change in policies.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - July 7, 2025*

- B. *AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TANTERRA FILING NO. 1*
Department: Engineering and Public Works, Alex Mestdagh

- C. *ORDINANCE NO. 5.37.2 - First Reading*
A Bill for an Ordinance to Repeal Chapter 4.05 of the Parker Municipal Code Concerning Unclaimed Property
Department: Town Attorney, Kelsey Hall
Second Reading: August 4, 2025

- D. *ORDINANCE NO. 9.388 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Responsibilities for and Maintenance of School Zone Speed Limit Sign Beacons on Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson
Second Reading: August 4, 2025

E. *HILLTOP ROAD PROJECT*

Department: Engineering and Public Works, Chris Hudson

Second Reading: August 4, 2025

1. *ORDINANCE NO. 1.651 - First Reading*

A Bill for an Ordinance Accepting the Conveyance of Real Property from CORE Electric Cooperative for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment for the Hilltop Road Project

2. *ORDINANCE NO. 1.652 - First Reading*

A Bill for an Ordinance to Approve the Public Sidewalk Easement Agreement By and Between CORE Electric Cooperative and the Town of Parker for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment, for the Hilltop Road Project

F. *BALLOT QUESTIONS FOR SPECIAL ELECTION*

Department: Town Attorney, Jamie Wynn

Second Reading: August 4, 2025

1. *ORDINANCE NO. 1.653 - First Reading*

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 2.8 Titled Nomination Petition; Required Signatures

2. *ORDINANCE NO. 1.654 - First Reading*

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 2.9 Titled Vacancies

3. *ORDINANCE NO. 1.655 - First Reading*

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 3.4 Titled Conflict of Interest

4. *ORDINANCE NO. 1.656 - First Reading*

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 6.2 Titled Board of Adjustment and Appeals

5. *ORDINANCE NO. 1.657 - First Reading*

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 15.6 Titled Contracts with Other Governmental Entities

6. *ORDINANCE NO. 1.658 - First Reading*

A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter by the Addition of a New Section 3.11 Titled Multiple Offices

G. *ORDINANCE NO. 1.659 - First Reading*

A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker

Department: Community Development, Randy Sale

Second Reading: August 4, 2025

H. *RESOLUTION NO. 25-048*

A Resolution Accepting the Conveyance of a Drainage Easement from Main & Main Capital Group, LLC, for a Portion of Lot 8A of Douglas 234 Filing 6, Amendment 2

Department: Engineering and Public Works, Charles Kudlauskas

I. *RESOLUTION NO. 25-049*

A Resolution Accepting the Conveyance of a Drainage Easement from VR Sliceroo, LLC, for a Portion of Lot 9A of Douglas 234 Filing 6, Amendment 2

Department: Engineering and Public Works, Charles Kudlauskas

J. *CONTRACTS OVER \$100,000*

1. *Dransfeldt Road Over Sulphur Gulch Bridge Rehabilitation – Preliminary and Final Design*

Amount: \$144,126

Contractor: RS&H

Department: Engineering and Public Works, Tom Gill

Brandi Wilks moved and Erik Frandsen seconded to approve Consent Agenda Items 5A through 5J.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

TOWN MANAGER - Summer 2025 Town Manager's Report

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

ORDINANCES**A. ORDINANCE NO. 9.387 - Second Reading**

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 4, 2025, Coordinated Election

Department: Town Clerk, Chris Vanderpool

The Town's special election will be conducted as a coordinated election with Douglas County on November 4, 2025. Passage of this ordinance approved an Intergovernmental Agreement between the Town and Douglas County to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

Public Comments: None.

Laura Hefta moved and Erik Frandsen seconded to approve Ordinance No. 9.387 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. ORDINANCE NO. 1.650 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and the Langley Family Trust, Mary Kuchman & Jaye Kuchman, for a Portion of the Northwest Quarter of Section 3, Township 7 South, Range 66 West, Sixth Principal Meridian, Concerning the Stroh Road Widening Project

Department: Engineering and Public Works, Nathan Klass

Passage of this ordinance accepted the conveyance of right-of-way from the Langley Family Trust, Mary Kuchman, & Jaye Kuchman for a portion of the Northwest Quarter of Section 3, Township 7 South, Range 66 West, Sixth Principal Meridian for the Stroh Widening Project.

Public Comments: None.

Erik Frandsen moved and Todd Hendreks seconded to approve Ordinance No. 1.650 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 7:30 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor



Request for Town Council Action

Date: August 4, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.389 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
Between the Town of Parker and the Parker Water and Sanitation
District Regarding Cost Sharing for Manhole and Water Valve
Maintenance
Department: Engineering and Public Works, Chris Hudson
Second August 18, 2025
Reading:

EXECUTIVE SUMMARY

The purpose of the ordinance is to approve the intergovernmental agreement (IGA) with Parker Water & Sanitation District (PWSD) for the maintenance of PWSD's infrastructure as part of the Town's annual roadway maintenance program. This IGA is needed to formalize negotiations and fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's annual roadway maintenance program includes resurfacing (milling/overlaying) asphalt roadways throughout the Town. In advance of that annual asphalt work, the Town completes an inventory of PWSD's infrastructure within the roadway that will be adjusted as part of the asphalt pavement work. This visual inspection of PWSD's water valves and manholes identifies maintenance required. Typical maintenance work can include, but is not limited to, cleaning debris from PWSD's infrastructure or removing/replacing damaged infrastructure such as a manhole lid. In the past, the maintenance inventory was provided to PWSD for their action, but in May 2025, PWSD staff asked if the Town's contractor could complete this maintenance work concurrently with our annual contracted work. Following coordination with the Town's contractor (Brannan Sand & Gravel Company), the Town's contractor was open to completing the work and provided pricing. This pricing was reviewed by PWSD and found to be acceptable.

To formalize this arrangement, an IGA is being proposed. PWSD would be responsible for funding the maintenance of their infrastructure with payment within thirty (30) days of notification. The total for the identified PWSD maintenance is \$71,210 and may change if field conditions determine the need for more or less work. The Town is responsible for completing this work but this IGA is limited to the 2025 resurfacing work, which will be completed by the end of 2025.

FINANCIAL IMPACT

None to the Town. PWSD is responsible for the costs associated with the maintenance of their infrastructure.

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.389

RECOMMENDED MOTION

I move to approve Ordinance No. 9.389 on first reading and to schedule second reading for August 18, 2025, as part of the consent agenda.

ORDINANCE NO. 9.389, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE PARKER WATER AND SANITATION DISTRICT REGARDING COST SHARING FOR MANHOLE AND WATER VALVE MAINTENANCE

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 between the Town of Parker and the Parker Water and Sanitation District regarding cost sharing for manhole and water valve maintenance, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE PARKER WATER AND SANITATION DISTRICT REGARDING COST SHARING FOR MANHOLE AND WATER VALVE MAINTENANCE

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

RECITALS

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

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

WHEREAS, the Town will be conducting the 2025 Townwide resurfacing program, which involves milling and asphalt overlay of several Town-owned roadways (the "Townwide Resurfacing Program") which can facilitate the maintenance of District infrastructure within the roadways identified as in need of maintenance as part of a preconstruction process;

WHEREAS, the District desires to complete maintenance of its facilities located within Town roadways as part of the Townwide Resurfacing Program;

WHEREAS, the Town desires to incorporate the maintenance of the District's facilities (the "Project") into its contract for the Townwide Resurfacing Program;

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

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

AGREEMENT

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

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

2. Allocation of Costs. The District shall pay the entire cost of the Project, which includes the maintenance of manhole and water valves, but which shall not include other unrelated costs for the Town's 2025 Townwide Resurfacing Program.
 - a. Within thirty (30) calendar days after the Town notifies the District that it has awarded a bid for the Project, including the dollar amount of the awarded contract, the District will pay the full amount set forth in the notice to the Town. The Town shall disburse payment to the contractor for the Project using the funds provided by the District. In the event that the Project requires additional funds for completion, the Town will provide the District notice of the additional amount required, and the District shall pay such amount to the Town within thirty (30) days of receipt of such notice. In the event that there are funds remaining upon completion of the Project, the Town will refund such remaining amount to the District upon the later of the completion of the Project or the expiration of any warranty period required by the construction contract for the Project.
 - b. In the event that the District fails to pay the amount required for the Project within thirty (30) days from the receipt of the Town's notice, interest will accrue at the legal rate of interest.
3. Bidding of the Project. The Town did not bid the Project as a separate bid schedule when conducting the bid process for the Townwide Resurfacing Program (CIP 25-004). Following execution of the Townwide Resurfacing Program (CIP 25-004) contract, the Town requested a cost proposal from the contractor for the Project. By executing this Agreement, the District acknowledges that it has reviewed the cost proposal and agrees that it is acceptable.
4. Time for Performance. The parties agree to use their best efforts to substantially complete the Project by December 31, 2025.
5. Remedies. The parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Paragraph 2 of this Agreement.
6. Notices.
 - a. Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day

of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

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

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

To the District: Parker Water and Sanitation District
Attn: Ron Redd, District Manager
18100 E. Woodman Drive
Parker, Colorado 80134
redd@pwsd.org

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

- b. Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.
7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the District contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
8. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
9. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.
12. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
13. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Signatures on following page.]

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

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn
Jamie Wynn (Jul 21, 2025 14:06 MDT)

Jamie Wynn, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT**

By: *Ron R Redd, PE*
Ron R Redd, PE (Jul 21, 2025 10:53 MDT)

Ron Redd, District Manager

Date: 07/21/2025

ATTEST:

Lisa A. Sindall
Lisa A. Sindall (Jul 21, 2025 11:40 MDT)

Lisa Sindall, Engineering Coordinator

EXHIBIT A

DESCRIPTION OF THE PROJECT MAINTENANCE OF THE MANHOLES AND WATER VALVES

The limits of the proposed 2025 Townwide Resurfacing Program (CIP 25-004) within the District's boundary is Hess Road between the Motsenbocker Road intersection (eastern limit) and approximately 350-feet west of the Chambers Road intersection (western limit) which results in an overall limit of approximately 1.5-miles in length. The Townwide Resurfacing Program includes milling and repaving the upper three (3) inches of roadway asphalt pavement which necessitates the adjustment of the District's water valve boxes and manholes (infrastructure) located in the roadway. As part of the preconstruction activities, the Town completed an inspection/assessment of maintenance for the existing District's infrastructure and provided this information to the District. This information was utilized in the negotiations with the Town's contractor for the Project's cost and is attached (following). For clarity, the District's payment obligations are limited to the costs set forth in the attachment to this Exhibit A.

(See attached)

TOWN OF PARKER
2025 TOWNWIDE RESURFACING PROGRAM (CIP 25-004)
Water Valve and Manhole Maintenance

CMO 001 - Valve and Manhole Maintenance

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
210	Clean Valve Box	28	EA	\$350.00	\$9,800.00
210	Clean Manhole (Includes Hazardous Dumping)	5	EA	\$1,365.00	\$6,825.00
210	Replace Manhole Lid	1	EA	\$470.00	\$470.00
210	Modify Valve Box (Pothole Adjust/New Top)	15	EA	\$1,750.00	\$26,250.00
210	Modify Manhole (Sawcut, Adjust, Patch, Replace Ring and Cover)	7	EA	\$1,395.00	\$9,765.00
623	Valve Box (Pothole/ Remove and Replace)	2	EA	\$2,350.00	\$4,700.00
630	Traffic Control	1	LS	\$13,400.00	\$13,400.00
Total =					\$71,210.00

TOTAL PROJECT BID WRITTEN IN WORDS:

Seventy One Thousand Two Hundred Ten Dollars and Zero Cents

THIS BID IS SUBMITTED BY: _____ **Brannan Sand and Gravel Company, LLC** _____

ADDRESS: _____ **2500 E. Brannan Way, Denver, CO 80229** _____

BY (TITLE): _____ **:J.C. Marvel Jr; Manager/Member**

PHONE NUMBER: _____ **303-534-1231** _____



Request for Town Council Action

Date: August 4, 2025

Submitted By: Amber Wood Hicken, Planner I
Bryce Matthews, Assistant Director - Planning

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-046**
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Motsenbocker Road Property for Second Reading on September 15, 2025

Department: Community Development, Amber Wood-Hicken
Engineering & Public Works, Chris Hudson

EXECUTIVE SUMMARY

The Town of Parker is proposing to annex land used as right-of-way (ROW) for Motsenbocker Road. The land is west of the new Motsenbocker Road and Todd Drive intersection and was acquired for the project to extend Dransfeldt Road over Cherry Creek to the intersection. The proposed Resolution No. 25-046 will set the date for Town Council to consider the second reading of the annexation ordinance on September 15, 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Property Description

In 2024, the Town of Parker acquired the subject land for ROW to be used for the planned extension of Dransfeldt Road over Cherry Creek to a new Motsenbocker Road and Todd Drive intersection. The ROW parcels are located west of the intersection and are outside the Town boundary in unincorporated Douglas County. The proposed annexation will bring the full Motsenbocker Road ROW into the Town from the intersection south to Longland Parkway in the Salisbury Heights neighborhood while clarifying municipal boundaries and maintenance responsibilities.

Annexation Process

The subject land is eligible for annexation because it is owned by the Town, has contiguity with the Town boundary, is located within the Municipal Planning Area (urban growth boundary) and is identified as a candidate for future annexation in the adopted Three-Mile Plan and Parker 2035 Master Plan. It is also part of an enclave located in unincorporated Douglas County that has been surrounded by the Town for greater than three (3) years.

Next Steps

The proposed Resolution No. 25-046 will set a Town Council second reading of the annexation ordinance on September 15, 2025.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map Motsenbocker Road Annexation
2. Plat Motsenbocker Road Annexation
3. Resolution No. 25-046

RECOMMENDED MOTION

I move to approve Resolution No. 25-046 as part of the consent agenda.

Motsenbocker Road Annexation

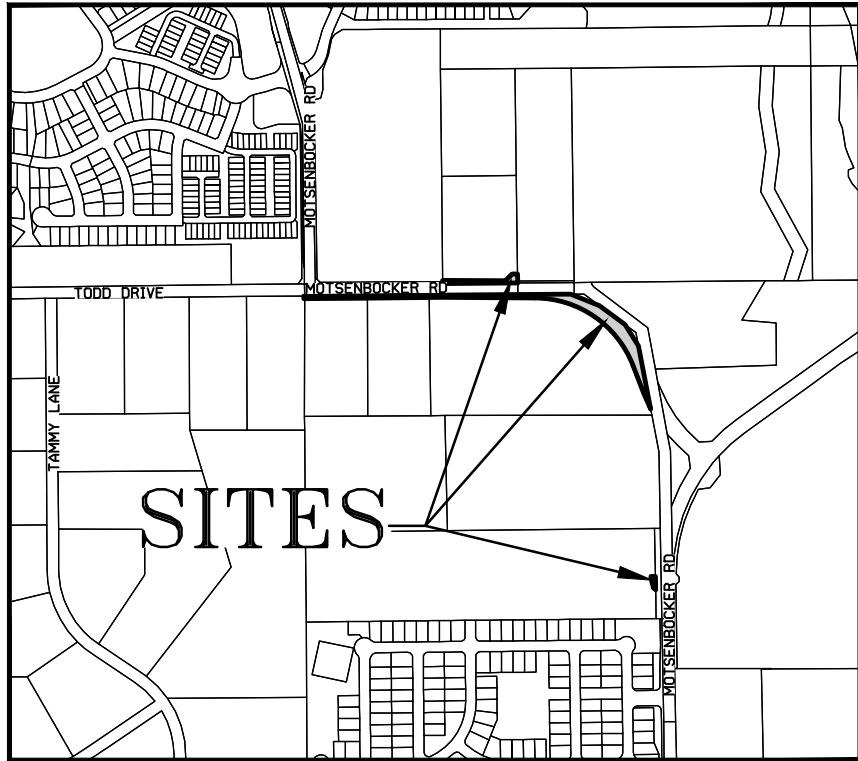
Vicinity Map



Legend

- Town Boundary
- Site
- Parcels

MOTSENBOCKER NO. 2 ANNEXATION
PARCELS LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 &
THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
1.560 ACRES – 3 PARCELS



 **VICINITY MAP**
SCALE 1" = 1000'

LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND BEING ALL OF THE SPECIAL WARRANTY DEED RECORDED OCTOBER 3, 2024 AT RECEPTION NO. 2024042361 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

PARCEL B

A PARCEL OF LAND BEING ALL OF THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 9, 2024 AT RECEPTION NO. 2024038243, AND ALL OF THE SPECIAL WARRANTY DEED RECORDED JULY 30, 2024 AT RECEPTION NO. 2024031293 BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

PARCEL C

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF THE SPECIAL WARRANTY DEED RECORDED NOVEMBER 14, 2024 AT RECEPTION NO. 2024049411 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

ALL PARCELS CONTAINING A COMBINED AREA OF 1.560 ACRES (67,979 SQUARE FEET), MORE OR LESS.

SUMMARY TABLE		
TRACT	AREA (SQ.FT)	AREA (AC ±)
PARCEL A	7,290	0.167
PARCEL B	59,523	1.366
PARCEL C	1,166	0.027
TOTAL	67,979	1.560

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011), REFERENCED TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TAKEN TO BEAR SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET.
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
- THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
- THIS ANNEXATION MAP DOES NOT INCLUDE CONTIGUITY CALCULATIONS. PARCELS A, B & C ARE ENCLAVE PARCELS UNDER C.R.S SECTION 31–12–103(4) AND ANNEXATION IS OCCURRING UNDER C.R.S. SECTION 31–12–106(1).

SURVEYOR'S CERTIFICATE

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

I ATTEST THE ABOVE ON THIS 13TH DAY OF MAY 2025.

BRADY J. MOORHEAD COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

SCALE
N.A.

DATE
3/4/2025

BY

DATE

REVISION DESCRIPTION

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



ANNEXATION PLAT
MOTSENBOCKER ROAD ANNEXATION
DOUGLAS COUNTY, COLORADO

PREPARED FOR
TOWN OF PARKER
20120 E. MAIN STREET PARKER, CO 80138

SHEET
ONE

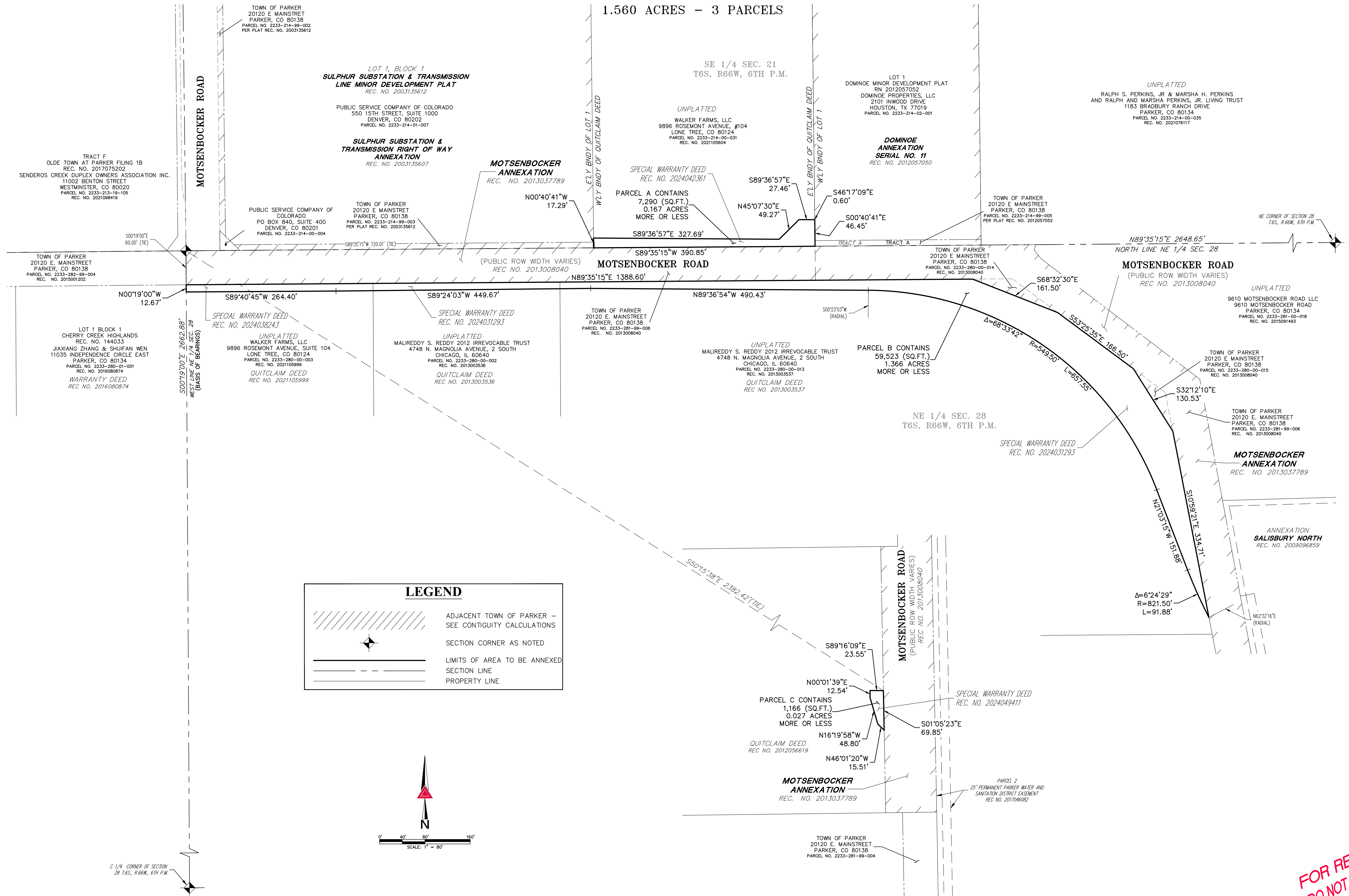
OF 2 SHEETS

24924-15

JOB NO.

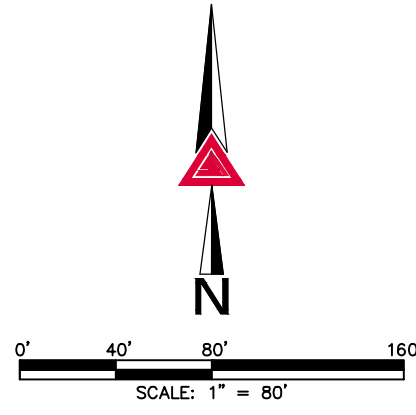
MOTSENBOCKER NO. 2 ANNEXATION
PARCELS LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 &
THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

1.560 ACRES - 3 PARCELS



LEGEND

- ADJACENT TOWN OF PARKER - SEE CONTIGUITY CALCULATIONS
- SECTION CORNER AS NOTED
- LIMITS OF AREA TO BE ANNEXED
- SECTION LINE
- PROPERTY LINE



FOR REVIEW
DO NOT RECORD

SCALE 1" = 80'	
BY BJM	DATE 3/4/2025
REVISION DESCRIPTION	
DATE	
BY	
DATE	
ANNEXATION PLAT MOTSENBOCKER ROAD ANNEXATION DOUGLAS COUNTY, COLORADO	
PREPARED FOR TOWN OF PARKER 20120 E. MAIN STREET PARKER, CO 80138	
SHEET TWO OF 2 SHEETS	
24924-15 JOB NO.	

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

AZTEC
CONSULTANTS, INC.

RESOLUTION NO. 25-046, Series of 2025

TITLE: A RESOLUTION SETTING THE DATE FOR CONSIDERATION OF THE ANNEXATION ORDINANCE FOR THE MOTSENBOCKER ROAD PROPERTY FOR SECOND READING ON SEPTEMBER 15, 2025

WHEREAS, certain real property commonly known as the Motsenbocker Road property is located in unincorporated Douglas County and is described in **Exhibit A** attached hereto and incorporated by this reference (the “Motsenbocker Road Property”); and

WHEREAS, the Motsenbocker Road Property is entirely contained within the outer boundaries of the Town of Parker, Colorado, and has been surrounded for a period of not less than three (3) years.

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

Section 1. The ordinance to annex the Motsenbocker Road Property will be considered on second reading by the Town Council on September 15, 2025, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado 80138, to determine if the proposed annexation complies with the Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

PARCEL A

A PARCEL OF LAND BEING ALL OF THE SPECIAL WARRANTY DEED RECORDED OCTOBER 3, 2024, AT RECEPTION NO. 2024042361, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

PARCEL B

A PARCEL OF LAND BEING ALL OF THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 9, 2024, AT RECEPTION NO. 2024038243, AND ALL OF THE SPECIAL WARRANTY DEED RECORDED JULY 30, 2024, AT RECEPTION NO. 2024031293, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

PARCEL C

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF THE SPECIAL WARRANTY DEED RECORDED NOVEMBER 14, 2024, AT RECEPTION NO. 2024049411, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

ALL PARCELS CONTAINING A COMBINED AREA OF 1.560 ACRES (67,979 SQUARE FEET), MORE OR LESS.



Request for Town Council Action

Date: August 4, 2025

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

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

Amount: \$143,967.50 (Addition to the Original Contract Amount of \$1,341,991.35)

Contractor: Chavez Construction, Inc.

Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This item is to modify a trade contractor agreement with Chavez Construction, Inc., for the 2025 Townwide Roadway Reconstruction Program project (CIP25-001). The contract was originally awarded for \$1,341,991.35 and is proposed to be increased by \$143,967.50 for a revised contract total of \$1,485,958.85.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On February 18, 2025, Town Council approved the award of the 2025 Townwide Roadway Reconstruction Program project (CIP25-001) for \$1,341,991.35 to Chavez Construction, Inc. The 2025 contract is focused on French Creek Avenue pavement reconstruction in the Anthology subdivision west of Motsenbocker Road. In March, Engineering/Public Works staff determined Maroney Street would need to be reconstructed this year due to areas of significant distress. Maroney Street is located in the Heirloom subdivision, south of Heirloom Parkway and is approximately 400-feet in length. Since Chavez Construction has been meeting schedule and budget expectations on French Creek, staff felt it was in the Town's best interest to add these improvements to their existing contract. Staff negotiated a price of \$143,967.50 for the additional improvements to Maroney Street, which was close to our construction manager's opinion of the probable cost. Staff consider it a fair and reasonable price for the extra work.

This contract amendment, if approved, will allow Chavez Construction, Inc., to move forward with scheduling and executing the reconstruction of Maroney Street, which will be completed this fall.

FINANCIAL IMPACT

Funding for this project has been appropriated in the Highway and Streets Capital Projects fund (301-4310-3442).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 4, 2025

Submitted By: Matt Lynch, Sr. Systems Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Lumen Direct Internet Access (DIA) and Secure Access Service Edge (SASE) for All Facilities**

Amount: \$491,056.20

Contractor: Lumen Technologies Government Solutions, Inc.

Department: Information Technology, Matt Lynch

EXECUTIVE SUMMARY

The proposed work will replace Lumen MetroEthernet circuits and provides internet connectivity for each facility and security and interconnectivity between facilities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's current Lumen MetroEthernet circuits are being phased out. This solution provides a replacement for the MetroEthernet circuits, connectivity between all the Town facilities, and a secure internet connection at each facility. The design of this plan will improve internet resiliency by distributing the internet to each facility directly instead of the internet coming from a single Town location.

FINANCIAL IMPACT

The total cost of this contract, \$491,056.20 (\$13,640.45 paid monthly), will be offset by the discontinuation of the MetroEthernet service. The MetroEthernet service would have been \$418,300.20 (\$11,619.45 paid monthly) over the 36 months of this contract.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 4, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **Lincoln Widening Post-Design Services (CIP 22-020-CA) – Contract Amendment**

Amount: \$242,541 (Addition to the original contract amount of \$84,752)

Contractor: Felsburg Holt & Ullevig

Department: Engineering & Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to modify a professional services agreement with Felsburg Holt & Ullevig for the post design services needed for the Lincoln Avenue widening project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In February 2025, the Town entered into a professional services agreement with Felsburg Holt & Ullevig (FHU) for post design services related to the Lincoln/Jordan widening project. FHU was the designer of record for this capital improvement project and construction administration services are needed to support the construction effort. Hamon Infrastructure commenced construction in March 2025 and significant redesign has been needed due to utility conflicts in order to keep the project moving forward. In addition, the Town's project manager left employment with the Town in May and additional FHU support is needed for continuity. A scope of additional services was negotiated, which resulted in \$242,541 for the additional services. A contract amendment is required to reflect these additional services, which results in an amended total contract amount of \$327,293.

FINANCIAL IMPACT

Funding for this professional service has been appropriated in the Highway & Street Capital Improvement Fund (301-4310).

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Your kind of place.

PROCLAMATION
Commitment to Volunteerism

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society even as they foster genuine connections that transcend differences; and

WHEREAS, the strength and prosperity of our town is based on the selflessness of its residents and their willingness to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact a helping hand extended to neighbors can achieve, especially to those of diverse backgrounds, and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our town, emphasizing that volunteerism is not just a duty, but a source of personal fulfillment and community strength; and as we work side by side and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our town's betterment and its inhabitants' well-being regardless of background or beliefs; and

WHEREAS, the Town of Parker has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders, in making a commitment to volunteerism.

BE IT RESOLVED, that I, Joshua Rivera, Mayor, do hereby proclaim that the Town of Parker, Colorado commits to promoting volunteerism and encourages all citizens to find ways to volunteer, leveraging entities like JustServe.org to make it easier to find and engage in volunteer opportunities and to acknowledge and celebrate the contributions of volunteers in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 4th day of August 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: August 4, 2025

Submitted By: Randy Sale, Assistant Director - Building
Jon Nelson, Deputy Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.659 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker

Department: Community Development, Jon Nelson

EXECUTIVE SUMMARY

The Town of Parker has historically been a party to a Memorandum of Understanding (MOU) with the State of Colorado to provide construction plan review, permitting and field inspection services for local public schools. The Building Division of the Community Development Department wishes to enter into a new MOU for pre-qualified building departments for public school construction to continue to provide the aforementioned services for public schools.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In the State of Colorado, the design, permitting and inspection of public school construction is under State jurisdiction. In August 2015, the Town of Parker and the State of Colorado entered into an MOU to perform construction plan review, permitting and field inspections for public schools located in the Town. The new MOU will enable the Town's Building Division to continue this service, which applies to new buildings, remodels, module structures, annual maintenance upgrades/repairs and exterior modifications to all public schools in the Town.

Under the MOU, the Town will continue to provide services for building, mechanical and energy permits. The State will continue to provide services for electrical and plumbing work.

The purpose of the proposed MOU is to enable the Town to provide public schools with the ability to process school construction projects through the Town's Building Division if they wish. The benefit of the MOU is that the Building Division has the expertise, local knowledge and staff capacity to process school construction proposals in an efficient, and timely manner; whereas, the State has limited capacity to do so because it must cover all of Colorado.

The MOU is consistent with and supports the partnership between the Douglas County School District and Parker, where the two (2) organizations have worked together to process School District approvals/permits for construction, renovation, new development and site improvements through the Town.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.659

RECOMMENDED MOTION

I move to approve Ordinance No. 1.659 on second reading.

ORDINANCE NO. 1.659, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR PREQUALIFIED BUILDING DEPARTMENTS FOR PUBLIC SCHOOL CONSTRUCTION PURSUANT TO C.R.S. §§ 22-32-124 AND 23-71-122 BETWEEN THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING FOR PREQUALIFIED BUILDING DEPARTMENTS FOR PUBLIC SCHOOL CONSTRUCTION

Pursuant to C.R.S. §§ 22-32-124 and 23-71-122

DFPC Reference # Parker-2025

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____ 2025 between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“Division”), 1697 Cole Blvd Unit 200 Lakewood, CO 80401 and the Town of Parker (“PBD”), collectively referred to as the (“Parties”).

1. RECITALS

1.1 Background

- A. Colorado Revised Statutes (“C.R.S.”) §§ 22-32-124 and 23-71-122 require that all buildings and structures be constructed in conformity with the building and fire codes adopted by the Director of the Division of Fire Prevention and Control in the Department of Public Safety (“Division”). To assure that a building or structure is constructed pursuant to the above, the Division shall conduct the necessary plan reviews and inspections, except at the request of the affected board of education, the state charter school institute, the charter school, or the affected junior college district, the Division may delegate this responsibility to the appropriate prequalified building department of a county, town, city or city and county or to the appropriate fire department, in the location of the building or structure.
- B. After the Division has reviewed the application and determined that the appropriate building department has plan reviewers and inspectors that have the necessary education, training, and experience; the Division may issue and execute a Memorandum Of Understanding (“MOU”) between the local jurisdiction and the Division to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, issue temporary certificates of occupancy, and take enforcement action in relation to the building and fire codes adopted by the Division to ensure that a building or structure has been constructed in conformity with Public School Construction Regulations, 8 Code of Colorado Regulations Title (“C.C.R.”) 1507-30.

1.2 Purpose

The purpose of this MOU is:

- a) For the Division to prequalify the building department to conduct necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy to ensure that a building or structure constructed pursuant to C.R.S. §§ 22-32-124 (1) and (1.5), and 23-71-122 (1) (v) (I) through (VII) has

been constructed in conformity with the building and fire codes adopted by the director of the Division.

- b) For the prequalified building department (“PBD”) to perform code reviews on building and mechanical plans, issue building permits, perform building inspections and issue certificates of occupancy for school construction projects.
- c) To identify each Party’s responsibilities for ensuring the construction of safe schools within the State of Colorado through compliance with C.R.S. §§ 22-32-124 and 23-71-122, and promulgated rules and regulations;
- d) To formalize the cooperative working relationships between the Parties; and,
- e) To provide procedures for communications, exchange of information and resolution of problems, as necessary, to carry out this MOU and the provisions of promulgated rules and regulations.

2. DEFINITIONS

2.1 “Director” means the Director of the Division of Fire Prevention and Control within the Department of Public Safety, or the Director’s designee.

2.2 Authority Having Jurisdiction (“AHJ”) means a city, county, Colorado political subdivision, or city and county or any other local government entity having authority to regulate building construction within its jurisdictional territory.

2.3 Prequalified Building Department (“PBD”) means an AHJ or an agent thereof that has met the Division’s certification standards for prequalification as a building department to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy, and has executed this MOU with the Division.

2.4 “Certificate of Occupancy” means an official document issued by the Division or the PBD for a Public School allowing use or occupancy of the building or structure by the school district or by the institute charter school or junior college district.

3. RESPONSIBILITIES

The responsibilities of the Parties are as follows:

3.1 Responsibilities of the Division:

The Division shall:

- a) Adopt nationally recognized codes and standards as promulgated by Rules in 8 CCR 1507-30.

- b) Ensure that the necessary plan reviews, inspections, quality control, and quality assurance checks are performed in compliance with the statutes, rules, and regulations of the Division.
- c) Prequalify the building department as having executed an MOU and has met the required certification standards in 8 CCR 1507-30.
- d) Issue and maintain a list of persons the Division has approved as authorized to conduct plan reviews, inspections, and issue certificates of occupancy for public school construction projects. This list of authorized PBD persons is included and incorporated herein by reference as Appendix A of this MOU.
- e) Ensure that copies of the PBD building plans are sent to the appropriate fire department and the Division for review of fire safety issues.
- f) Rescind this “prequalified” status and terminate the terms of the MOU if the PBD fails to comply with this MOU, C.R.S. § § 22-32-124 and 23-71-122, or the rules and regulations of the Division.
- g) Allow the PBD to take enforcement action against a board of education, state charter school institute, charter school or junior college district in relation to the nationally recognized codes and standards adopted in 8 CCR 1507-30.

3.2 Responsibilities of the PBD.

The PBD shall:

- a) Conduct the necessary plan reviews and inspections, issue building permits, perform all necessary inspections including final inspections, and issue certificates of occupancy to a building or structure that has been constructed in conformity with the nationally recognized codes and standards adopted in 8 CCR 1507-30. The affected board of education, state charter school institute, charter school or junior college district, at its own discretion may opt to use the PBD that has entered into this MOU with the Division.
- b) Take enforcement action against a board of education, state charter school institute, charter school or junior college district that has violated the nationally recognized codes and standards adopted in 8 CCR 1507-30.
- c) Verify that the construction project is inspected by a state electrical inspector, per § 12-23-116 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own electrical code and inspection authority, any electrical installation in any new construction or remodeling or repair of a public school.

- d) Verify that the construction project is inspected by a state plumbing inspector, per § 12-58-114.5 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own plumbing code and inspection authority, any plumbing or gas piping installation in any new construction or remodeling or repair of a public school.
- e) Only use persons within their building department that are listed as authorized by the Division to work on board of education, state charter school institute, charter school or junior college district construction projects. This authorized list of persons is attached as Appendix A.
- f) Cause copies of the building plans to be sent to the certified fire department and the Division for review of fire safety issues.
- g) Issue the necessary Certificate of Occupancy prior to use of the building or structure by the board of education, state charter school institute, charter school or junior college district, if the building or structure is in conformity with the building and fire codes and standards adopted in 8 CCR 1507-30, and if the affected fire department or the Division certifies that the building or structure is in compliance with the fire code adopted by the Division in 8 CCR 1507-30.
- h) Issue a Temporary Certificate of Occupancy to allow the board of education, state charter school institute, charter school or junior college district to occupy the buildings and structures, if all inspections are not completed and the building requires immediate occupancy, and if the board of education, state charter school institute, charter school or junior college district has passed the appropriate inspections that indicate there are no life safety issues.
- i) Verify that inspections are complete and all known violations are corrected before the board of education, state charter school institute, charter school or junior college district is issued a Certificate of Occupancy. Inspection records shall be retained by the PBD for two years after the Certificate of Occupancy is issued.
- j) Set reasonable fees and may collect these fees to offset actual, reasonable, and necessary costs of plan review and inspection of board of education, state charter school institute, charter school or junior college district construction projects. The board of education, state charter school institute, charter school or junior college district shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.
- k) In conjunction with the Division set a date for a hearing as soon as practicable before the board of appeals in accordance with section § 24-33.5-1213.7, C.R.S., and the rules adopted by the Division pursuant to § 24-4-105, C.R.S., if the PBD and the board of trustees of a board of education, state charter school institute, charter school or junior college district disagree on the interpretation of the codes and standards of the Division.

- l) Comply with the written Final Agency decision of the appeals board for the purposes of § 24-4-106, C.R.S.
- m) Have the sole discretion whether to accept a public school construction project submitted to the PBD by the school district for plan reviews, inspections, issuance of building permits and certificates of occupancy, and other duties as set forth in this MOU.

4. ACCESS TO INFORMATION

Each Party shall, to the extent allowed by law, make available to each other, at no cost, information regarding board of education, state charter school institute, charter school or junior college district construction projects within its possession. Requests for information shall not impose an unreasonable resource burden on the other Party.

5. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signature by the Director of the Division and shall be valid for **three (3)** years from the effective date, unless previously modified or terminated in writing by one of the Parties pursuant to the terms of this MOU.

6. TERMINATION

Either party may terminate the MOU upon 30 days written notice; however, if the PBD accepts a public school construction project for review pursuant to this MOU, the PBD may not terminate this MOU until project completion and issuance of a Certificate of Occupancy. If the PBD fails to comply with the terms and conditions of this MOU or the rules and regulations of the Division, the Division may take enforcement action, pursuant to C.R.S. 24-33.5-1213 and terminate this MOU immediately. An amendment may be mutually agreed upon in writing by the parties prior to the termination date of this MOU to allow for project completion and issuance of a Certificate of Occupancy.

7. MODIFICATIONS AND AMENDMENTS.

This MOU is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this MOU as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless such modification is agreed to in writing by both parties in an amendment to this MOU that has been previously executed and approved in accordance with applicable law.

8. ADDITIONAL PROVISIONS

8.1 Legal Authority

The Parties warrant that each possesses actual, legal authority to enter into this MOU. The Parties further warrant that each has taken all actions required by its applicable law, procedures,

rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and bind that Party to its terms. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of that Party.

8.2 Notice of Pending Litigation

Unless otherwise provided for in this MOU, the PBD shall notify the Division within five (5) working days after being served with a Summons, Complaint, or other pleading in a case which involves any services provided under this MOU and which has been filed in any federal or state court or administrative agency. The PBD shall immediately deliver copies of any such documents in accordance with Notice Procedures in Section 8.5. of this MOU.

8.3 Assignment and Successors

The PBD agrees not to assign rights or delegate duties under this MOU, or subcontract any part of the performance required under the MOU without the express, written consent of the State.

8.4 Adherence to Applicable Laws

At all times during the term, performance, or execution of this MOU, the PBD shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

8.5 Notice Procedure

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

APPROVED PBD:

Randy Sale Building
Official
Town of Parker
20120 E. Mainstreet
Parker, CO 80138
303-841-1970

And:

DEPARTMENT OF PUBLIC SAFETY:

Tammy Lichvar
Procurement Director
Colorado Department of Public Safety
700 Kipling St, 3rd Floor
Lakewood, CO 80215
(303) 239-5888

DFPC:
Michael Morgan
Director
Division of Fire Prevention and Control
1697 Cole Blvd Unit 200
Lakewood, CO 80400
(303) 239-4600

8.6 Entire Understanding

This MOU is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

8.7 Independent Contractor

No principal, agent, or employees of one Party shall be nor shall be deemed an agent or employee of the other Party.

8.8 Governmental Immunity Act

No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

8.9 Insurance

If the PBD is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the PBD shall at all times during the term of this MOU maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the Division, the PBD shall show proof of such insurance satisfactory to the Division.

9. APPROVALS

***Persons signing for the PBD hereby swear and affirm that they are authorized to act on the PBD's behalf and acknowledge that the Division is relying on their representations to that effect.**

Department of Public Safety
Division of Fire Prevention and Control

PBD Name
Town of Parker

Michael Morgan

Joshua Rivero

Director, Division of Fire Prevention & Control

Mayor, Town of Parker

Date: _____

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney



Request for Town Council Action

Date: August 4, 2025

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 5.37.2 - Second Reading**
A Bill for an Ordinance to Repeal Chapter 4.05 of the Parker Municipal Code Concerning Unclaimed Property
Department: Town Attorney, Kelsey Hall

EXECUTIVE SUMMARY

This item repeals Chapter 4.05 of the Parker Municipal Code due to changes in state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 29, 2025, the Colorado Legislature passed HB25-1224, which was signed into law by the Governor on June 4, 2025 (the "Act"). The Act repeals a portion of the statute which exempted local governments from the application of the Uniform Unclaimed Property Act, so long as the local government had a local ordinance or resolution relating to the disposition of property that conflicted with the Act and otherwise met the statutory requirements for exemption. Since the exemption no longer exists, the Chapter 4.05 of the Code is no longer effective as a matter of law, and the Town will comply with the state statute going forward with respect to unclaimed property. This means that any property that the Town possesses, which is owned by a third party but is unclaimed, must be turned over to the state. Owners of the unclaimed property must apply to the state, rather than the Town, to receive their unclaimed property.

FINANCIAL IMPACT

The Town will no longer retain unclaimed property that meets the conditions for retention in the form of revenue to the Town. Unclaimed property revenue has historically been realized in the General Fund, Recreation Fund and Cultural Fund. The amount of revenue each year varies. In recent years, it's been \$30,000-40,000 across the three funds.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 5.37.2

RECOMMENDED MOTION

I move to approve Ordinance No. 5.37.2 second reading.

ORDINANCE NO. 5.37.2, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO REPEAL CHAPTER 4.05 OF THE PARKER MUNICIPAL CODE CONCERNING UNCLAIMED PROPERTY

WHEREAS, on May 26, 1992, the Town Council of the Town of Parker passed Ordinance No. 5.37 establishing Chapter 4.05 of the Parker Municipal Code concerning unclaimed property, which ordinance was amended on June 15, 2002, by Ordinance No. 5.37.1;

WHEREAS, on April 29, 2025, the Colorado Legislature passed HB25-1224 titled Revised Uniform Unclaimed Property Act Modifications (“HB25-1224”);

WHEREAS, on June 4, 2025, the Governor signed HB25-1224 into law;

WHEREAS, HB25-1224 repeals C.R.S. §38-13-1504, which exempted local governments from the application of the Uniform Unclaimed Property Act, codified at Article 38 of Title 13 of the Colorado Revised Statutes (the “Act”), so long as the local government had a local ordinance or resolution relating to the disposition of property that conflicted with the Act and otherwise met the statutory requirements for exemption.

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

Section 1. Repeal. Chapter 4.05 of the Parker Municipal Code is hereby repealed.

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



Request for Town Council Action

Date: August 4, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.388 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Town of Parker and the Board of County
Commissioners of Douglas County Regarding Responsibilities for and
Maintenance of School Zone Speed Limit Sign Beacons on
Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for ownership and maintenance of school zone speed limit sign beacons in the northeast quadrant of Parker. This IGA is needed to formalize negotiations.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2009, the Town of Parker annexed the Douglas County School District sites at Sierra Middle School and Pine Lane Elementary School. With these annexed school sites being on the edge of the Town's incorporated jurisdictional boundary, some of the associated school zone speed limit sign beacons on approaching roadways remained outside our incorporated boundary. The unincorporated beacon locations are on Dixon Drive, Pine Lane and Ponderosa Drive. For the operation of the school zone speed limit sign beacons, it is important that a single entity operates them for consistency. Following discussion in 2009, a verbal agreement between Douglas County and Parker staff resulted in the Town being responsible for all the beacons associated with the school sites. As Douglas County utilizes differing beacon controller equipment, the Town installed our beacon controller system in order to communicate with the locations via our central system.

In 2025, Douglas County staff were formalizing the design of the Pine Drive/Pine Lane improvements, which requires a current school zone speed limit sign beacon associated with Sierra Middle School to be relocated. Due to staff turnover at Douglas County, the current County staff were not aware that the Town was maintaining the school zone speed limit sign beacon on Pine Lane. Due to the field review, Douglas County staff reached out to Town staff, which resulted in a desire to formalize the former verbal agreement.

The proposed IGA transfers the six (6) school beacons to the Town that were originally installed by Douglas County and requires the Town to be responsible to own, operate and maintain the beacons. For the three (3) locations located outside the Town's incorporated boundary, the IGA provides a license to the County property on which the beacons are located for the sole purpose of access, maintenance, relocation and replacement. Per the IGA, a Douglas County permit is not required for routine maintenance, but a permit will be required for the relocation, addition or removal of beacons located on Douglas County's property,

FINANCIAL IMPACT

Nothing additional. The Town is currently maintaining these school zone speed limit sign beacons and this IGA formalizes that maintenance.

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.388

RECOMMENDED MOTION

I move to approve Ordinance No. 9.388 on second reading.

ORDINANCE NO. 9.388, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING RESPONSIBILITIES FOR AND MAINTENANCE OF SCHOOL ZONE SPEED LIMIT SIGN BEACONS ON JURISDICTIONAL BOUNDARIES

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of Douglas County concerning maintenance of school zone speed limit sign beacons on jurisdictional boundaries, 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. The Town Council hereby accepts the transfer of ownership of all Beacons located on County-owned right-of-way to the Town to permit the Town to perform maintenance of Beacons located on County-owned property

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING RESPONSIBILITIES FOR AND MAINTENANCE OF SCHOOL ZONE SPEED LIMIT SIGN BEACONS ON JURISDICTIONAL BOUNDARIES

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ (the “Effective Date”), by and between the Town of Parker, a Colorado home rule municipal corporation (the “Town”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the property on which Pine Lane Elementary/Intermediate School and Sierra Middle School are located (“the Property”) was annexed into the corporate boundaries of the Town in 2009, and is located on the edge of Town's incorporated boundary in its northeast quadrant; and

WHEREAS, in order to increase the safety of students at the schools, several school zone speed limit sign beacons, as more particularly depicted in **Exhibit A**, attached hereto and incorporated herein (the “Beacons”) have been installed within the right-of-way located around the Property;

WHEREAS, certain Beacons are located on Town-owned right-of-way while other Beacons are located on County-owned right-of-way, as depicted on **Exhibit B**, attached hereto and incorporated herein; and

WHEREAS, in 2009, Town controllers were installed in all the Beacons, which enables the Town to control the operation of the Beacons; and

WHEREAS, the parties desire to transfer ownership of all Beacons to the Town to enable the Town to maintain the Beacons, and to permit the Town to perform such maintenance on County-owned property; and

WHEREAS, the parties desire to further set forth the terms pursuant to which the Town may relocate, remove, or add Beacons subsequent to the execution of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. County Responsibilities.

- a. Transfer of the Property. By executing this Agreement, the County conveys all the Beacons depicted on **Exhibit B** to the Town, at no cost to the Town.

- b. Access. Subject to the terms and conditions set forth in this Agreement, the County hereby grants to the Town a license to the County-owned property on which the Beacons are located, as more particularly depicted on **Exhibit B**, for the sole purpose of access, maintenance, and replacement of the Beacons. If the Town should relocate any of the Beacons or add additional Beacons on County-owned property, as agreed to by the parties, the license granted by the County shall extend to the new locations of the Beacons.
- c. Permitting. The County shall not require a permit for any Routine Maintenance (as defined below) of the Beacons. The County shall not unreasonably withhold any permit required for maintenance of the Beacons that is not Routine Maintenance, or for the relocation, addition, or removal of Beacons located on County-owned property.

2. **Town Responsibilities.**

- a. Acceptance of the Beacons. The Town, by executing this Agreement, accepts ownership of the Beacons
- b. Maintenance. The Town shall be responsible to own, operate, and maintain the Beacons, which includes, but is not limited to, the following activities: Quarterly physical inspection; Replace clock, LEDs or other electronics as needed; Repair or replace poles if damaged; Replace solar components if damaged; Repair or replace sign panels if damaged or defaced; Programming of school calendars/holidays annually; On-demand programming for snow days or delayed start, and other such maintenance as is necessary to maintain the Beacons in good repair (“Routine Maintenance”).
- c. Relocation, Removal, and Addition of Beacons. The Town shall relocate, remove, or install additional Beacons as necessary, in the Town’s sole and absolute discretion. The Town shall coordinate with the County prior to relocating, removing, or installing new Beacons on any County-owned property, including requesting permits as necessary.

- 3. **Term.** This Agreement shall commence upon the Effective Date and continue in perpetuity.
- 4. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.
- 5. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by: (i) electronic mail 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; or (ii) certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party, when deposited in the United States mail. For notices regarding Agreement default, contractual dispute, or termination of the Agreement, any notice sent by electronic mail shall be followed up with a hard copy of the

communication by the means described in subsection (ii), above, unless the recipient acknowledges receipt of the electronic communication within three (3) business days of transmission of the notice.

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

With electronic copy sent to: contracts@parkerco.gov

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

6. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, 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 County.
7. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.
9. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.
11. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

12. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
13. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.
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 page intentionally left blank. Signatures on following page.]

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY**

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

Clerk to the Board

Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Managing County Attorney

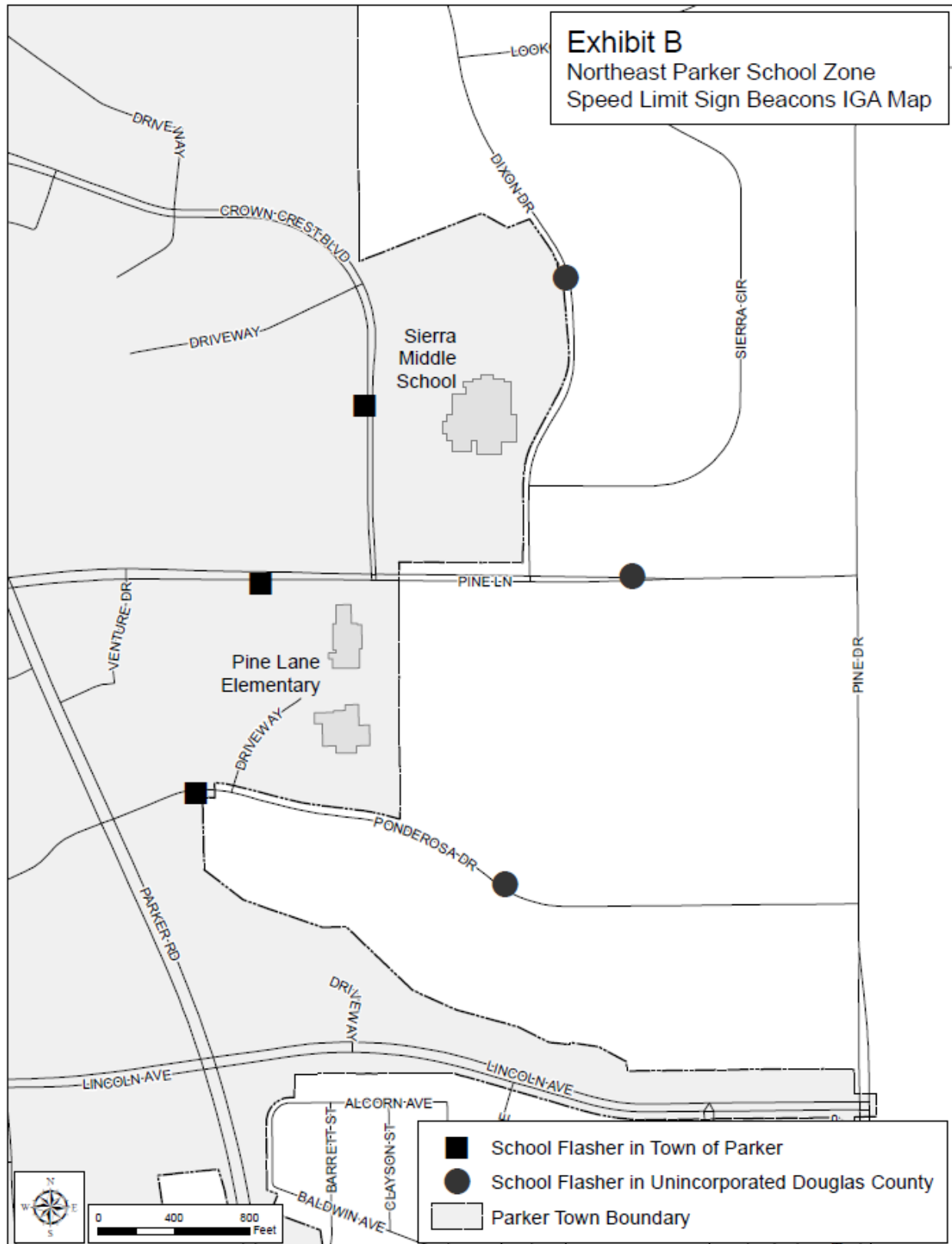
Andrew Copland, Director of Finance

EXHIBIT A



[Photograph of a school speed limit sign with flashing beacons.]

EXHIBIT B



[Map showing approximate locations of school flashing beacons.]



Request for Town Council Action

Date: August 4, 2025
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **HILLTOP ROAD PROJECT**
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

These two (2) ordinances are for the approval of the conveyance of real property necessary to construct the Hilltop Road and Parker Road intersection improvement project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is finalizing the design of the Hilltop and Parker Road Improvements Project, which will add a westbound to southbound left turn lane and a northbound to eastbound right turn lane, with roadway widening and drainage enhancements. The design requires acquisitions from three (3) properties on the north side of Hilltop Road between the Parker Road (State Highway 83) intersection and Pine Drive intersection. On November 18, 2024, the Town Council approved an intent to acquire ordinance (No. 1.635), allowing staff to negotiate with property owners for the necessary land. These acquisitions are critical for project completion, enabling roadway improvements, pedestrian access, and construction with minimal property impact.

To date, the Town has acquired the needed property from two (2) property owners. These ordinances are for the acquisition of 423 square feet of right-of-way and 147 square feet of permanent sidewalk easement needed from CORE Electric Cooperative to accommodate construction of the roadway and sidewalk improvements. An additional 2,140 square feet of temporary construction easement (TCE) is included with this acquisition. This is the final acquisition required for this proposed capital improvement project.

FINANCIAL IMPACT

The purchase price for this acquisition is \$10,658. Funding has been appropriated for this acquisition in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.651
2. Ordinance No. 1.652

RECOMMENDED MOTION

I move to approve Ordinance No. 1.651 on second reading.
I move to approve Ordinance No. 1.652 on second reading.

ORDINANCE NO. 1.651, Series of 2025

TITLE: A BILL FOR AN ORDINANCE ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM CORE ELECTRIC COOPERATIVE FOR A PARCEL LOCATED ON LOT 9, PARKER HILLTOP SQUARE 1st AMENDMENT FOR THE HILLTOP ROAD PROJECT

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from CORE Electric Cooperative (“CORE”) and CORE desires to convey certain real property to the Town of Parker by Special Warranty Deed; and

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow by Special Warranty Deed to the Town by this Ordinance.

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 Special Warranty Deed by CORE Electric Cooperative conveying certain property to Town of Parker for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment, for Hilltop Road Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

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

SPECIAL WARRANTY DEED

CORE Electric Cooperative, a Cooperative Association, Grantors, whose street address is 5496 N US Hwy 85, Sedalia, Colorado 80135, County of Douglas, State of Colorado, for consideration of **SIX THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$6,345)**, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit A**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit B**, attached hereto and made a part hereof.

Signed this 19th day of June, 2025

GRANTORS:

CORE Electric Cooperative, a Cooperative Association

Pamela Feuerstein

By: Pamela Feuerstein

Its: Chief Executive Officer

STATE OF COLORADO

COUNTY OF Douglas

) ss.
)

The foregoing instrument was acknowledged before me this 19th day of June, 2025 by Pamela Feuerstein the Chief Executive Officer of **CORE Electric Cooperative, a Cooperative Association**.

My commission expires:

9/25/2026

Witness my hand and official seal.



Alycia Mendez
Notary Public

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT A

LEGAL DESCRIPTION

RW-02

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK., LS 12405"), THENCE, ALONG SAID SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 26.90 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING ALONG THE SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 17.98 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
2. THENCE, 39.76 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 46° 58' 29", HAVING A RADIUS OF 48.50 FEET, AND WHOSE LONG CHORD BEARS N 11° 12' 10" W A DISTANCE OF 38.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
3. THENCE S 30° 58' 23" E A DISTANCE OF 48.72 FEET TO A POINT ON THE SOUTH LINE OF LOT 9, SAID POINT BEING THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 423 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

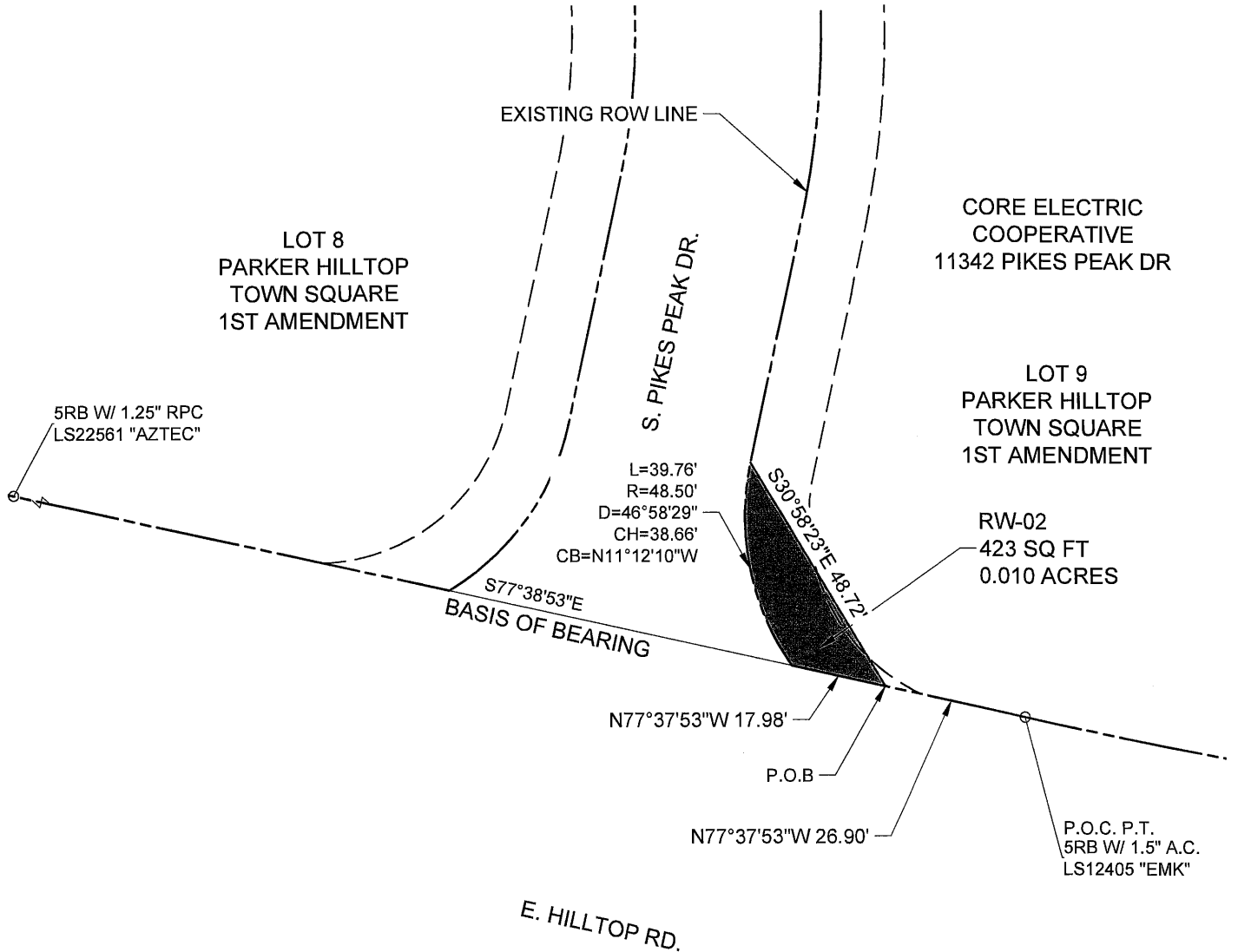
THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



EXHIBIT B

"RW-02"

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



23-100-294

						SHT. NO: 2 OF 2	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
						SCALE: 1" = 30'	
						DWN. BY: CDW	
						DATE: 10-01-2024	
						CHK. BY:	
						PROJ. MGR: MJL	EXHIBIT B RW-02 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO
						CLIENT APP:	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D		

ORDINANCE NO. 1.652, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE PUBLIC SIDEWALK EASEMENT AGREEMENT BY AND BETWEEN CORE ELECTRIC COOPERATIVE AND THE TOWN OF PARKER FOR A PARCEL LOCATED ON LOT 9, PARKER HILLTOP SQUARE 1st AMENDMENT, FOR THE HILLTOP ROAD PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Public Sidewalk Easement Agreement by and between CORE Electric Cooperative and the Town of Parker for a Parcel located on Lot 9, Parker Hilltop Square 1st Amendment, for the Hilltop Road Project, 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

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this 19th day of June, 2025, between **CORE Electric Cooperative, a Cooperative Association**, whose legal address is 5496 N US Hwy 85, Sedalia, CO 80135 (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of **ONE THOUSAND ONE HUNDRED THREE DOLLARS (\$1,103)**, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk, including the maintenance, repair, removal and replacement of such sidewalk and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the Sidewalk Easement in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk Easement for bodily injury and property damage losses attributable to the maintenance, operation and use of the public sidewalk.

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

6. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

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

Executed and delivered the day and year first above written.

GRANTOR: CORE Electric Cooperative,
a Cooperative Association,

By:

Pamela Feuerstein

Pamela Feuerstein, Chief Executive Officer

STATE OF COLORADO)
)ss.
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 19th day of June, 2025, by Pamela Feuerstein, as Chief Executive Officer of CORE Electric Cooperative, a Cooperative Association.

My commission expires: 9/25/2026



Alycia Mendez
Notary Public

TOWN OF PARKER, COLORADO

By:

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT A

LEGAL DESCRIPTION

PE-01

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK, LS 12405");

1. THENCE, N 77° 37' 53" W A DISTANCE OF 20.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
2. THENCE, 11.88 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18° 38' 54", HAVING A RADIUS OF 36.50 FEET, AND WHOSE LONG CHORD BEARS N 54° 53' 45" W FOR A DISTANCE OF 11.83 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
3. THENCE, N 30° 58' 23" W A DISTANCE OF 7.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
4. THENCE, 24.18 FEET ALONG SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 40° 44' 23", HAVING A RADIUS OF 34.00 FEET, AND WHOSE LONG CHORD BEARS S 57° 11' 26" E FOR A DISTANCE OF 23.67 FEET;
5. THENCE, S 77° 33' 38" E A DISTANCE OF 58.97 FEET;
6. THENCE, S 12° 26' 22" W A DISTANCE OF 1.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 AND THE BEGINNING OF A NON-TANGENTIAL CURVE;
7. THENCE, 44.51 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 33' 01", HAVING A RADIUS OF 1000.00 FEET, AND WHOSE LONG CHORD BEARS N 78° 54' 23" W FOR A DISTANCE OF 44.51 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 147 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209

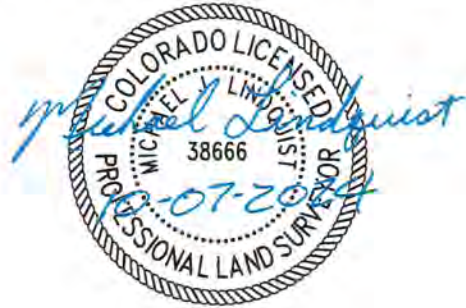
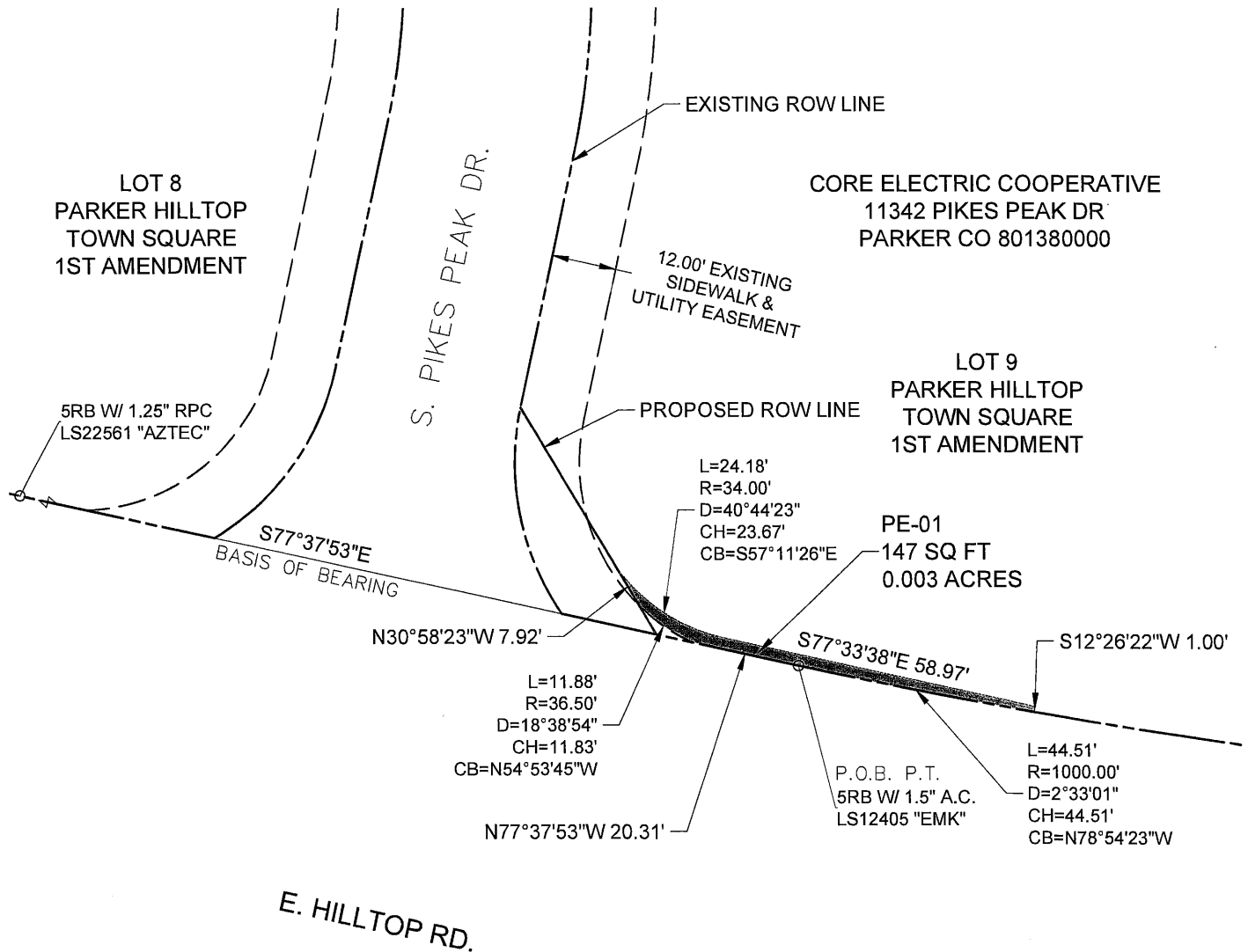


EXHIBIT B

"PE-01"

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



23-100-294

						SHT. NO: 3 OF 3	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
						SCALE: 1" = 30'	
						DWN. BY: CDW	DATE: 10-01-2024
						CHK. BY:	
						PROJ. MGR: MJL	10-03-2024
						CLIENT APP:	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	EXHIBIT B PE-01 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO	



Request for Town Council Action

Date: August 4, 2025

Submitted By: Jamie Wynn, Town Attorney
Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **BALLOT QUESTIONS FOR SPECIAL ELECTION**
Department: **Town Attorney, Kelsey Hall**

EXECUTIVE SUMMARY

Town Council has called a special election for November 4, 2025. With this special election, Town Council is considering potential for the voters of the Town to consider. These questions, if passed by the voters, would update the Town's Charter. These questions include potential updates to the following sections: 2.8 Nomination Petition; Signatures Required, 2.9 Vacancies, 3.4 Conflict of Interest, 6.2 Board of Adjustment and Appeals, and 15.6 Contracts with Other Governmental Entities. Town Council is also considering whether to submit a Charter addition for the voters to consider, which would add new Section 3.11 Multiple Offices.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Home Rule Charter was originally adopted in 1984, three years after the Town officially incorporated. At the time, the Town's population was approximately 285. Since then, the Town has grown to approximately 68,000 people, with the population set to increase even further as the Town approaches its build-out. As a result, the Town's functions have expanded, and it performs significantly more business than it did at its inception. Updating the Charter is therefore necessary from time to time to enable the Town to operate more efficiently and stay current with best practices for governance. Should potential Charter amendment questions be submitted for the voters to consider, each item will appear on the ballot as a question summarizing the change, with a full blackline of the Charter section available on the Town's website.

Section 3.11 Multiple Offices

The Town's Charter does not currently prohibit elected officials from serving in more than one office at a time. This means that, hypothetically, a Town Councilmember could serve in this position as well as another elected position, like a county commissioner. It is common to prohibit the holding of multiple offices at other levels of government, including at the federal and state level. If passed, this question would similarly prohibit Town Councilmembers and the Mayor from holding more than one elected or partisan office at a time.

Section 3.4 Conflict of Interest

Section 3.4 of the Charter prohibits Councilmembers from having conflicts of interest with the Town. This includes voting on any matters in which the Councilmember has a conflict.

Conflicts most often arise when the individual has a personal or financial stake in the matter to be considered by Town Council.

When the Charter was originally drafted, the Town had a strong mayor form of government. This meant that the Mayor was considered to be a member of Town Council. Town of Parker voters later voted to change to a Council-Manager form of government, which changed the role of the Mayor to a separate position; however, this Charter Section was not updated to reflect that change. This question, if passed, would clarify that both the Mayor and Town Councilmembers are required to comply with Section 3.4 of the Charter.

Section 2.9 Vacancies

This question would make two changes to Section 2.9: 1) it would create a vacancy in the position of Councilmember or Mayor when that person is elected or appointed to another elected or partisan office; and 2) it would update the process by which Town Council fills a vacancy.

a) When a vacancy occurs

Section 2.9 of the Charter currently lists 8 circumstances when a seat is determined to become vacant. Similar to the question adding new Section 3.11 above, this question would cause a Councilmember's or the Mayor's position to immediately become vacant when that person assumes another elected or partisan office, if elected or appointed to such office while serving as the Mayor or a Councilmember. This language is intended to ensure that the Charter is consistent if Section 3.11 is approved by the voters. It will also independently ensure that the Mayor and Councilmembers are unable to hold multiple elected or partisan positions concurrently.

b) The process to fill a vacancy

This question would also update and clarify the process for filling a vacancy. Currently, when a vacancy occurs, Town Council must appoint someone to fill the seat or call a special election not less than 10 and no more than 30 days after the vacancy occurs. This can create significant timing issues, especially if a vacancy occurs as a result of a November election, as the holidays make it difficult to meet and go through a full process. This question would therefore increase the timeline to 1) enable the remaining Councilmembers and the Mayor (if applicable) to meet to discuss their desired course of action without having to rush into a decision; 2) provide more opportunity for applicants if an appointment process is to be chosen to submit their application and go through the process; and 3) provide sufficient time for all the necessary meetings to occur to fill the vacancy.

Section 6.2 Board of Adjustment and Appeals

The Town Charter created a Board of Adjustment and Appeals, which is intended to hear and determine appeals from the refusal of building permits, violation of zoning ordinances, and to make exceptions to zoning regulations. This Board has not received any appeals in the past 15 years. Additionally, the Planning Commission already has the power to consider variances from the Town's zoning ordinance. If passed, this question would repeal this whole section. Town

staff propose to then add the duties of the Board of Adjustment and Appeals to the Planning Commission's duties. The intent of this question is to create efficiencies by combining the duties of similar commissions. Moreover, this will eliminate the need to appoint commissioners to a commission that has little to no reason to convene.

Section 15.6 Contracts with Other Governmental Entities

Section 15.6 of the Charter requires Town Council to approve agreements with other governmental entities through ordinance. Ordinances are typically for enacting legislation (laws). Approval of agreements with other governmental entities is traditionally done by resolution in municipal government. Ordinances require two readings (at two separate Council meetings) to pass. This means that the approval of an agreement with another government can take up to a full month, whereas other agreements can be approved at just one meeting (i.e. contract approved by resolution). The Town enters into many contracts with other governmental entities each year, therefore, approving each one by ordinance has become cumbersome. If passed, this question would streamline operations by allowing all contracts with governmental entities to be approved at just one meeting. This can speed up projects and lead to greater efficiency.

Section 2.8 Nomination Petition; Signature Required

The Charter currently only requires that an individual desiring to run for Town Council or the Mayor receive 25 signatures on their nomination petition. When Town Charter Section 2.8 was decided by the voters on February 7, 1984, the Town had an approximate population of 285 and only 51 votes were cast in that election. Currently, the Town has an approximate population of 68,485 people and 45,705 active registered voters. As the Town has grown, its electors may want to increase the number of signatures to appear on a ballot for election for several reasons. These can include ballot manageability (limiting the number of candidates on the ballot, could make elections easier to administer and reduce voter confusion); candidate viability (could serve as a preliminary test of a candidate's ability to organize and demonstrate a base level of public support); and cost/efficiency (could lead to lower election costs and streamline logistics like printing ballots and managing debates).

FINANCIAL IMPACT

The budget for the Town to participate in the coordinated election is \$50,000. If the amount is more than \$50,000, a supplemental budget amount would need to be approved.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.653
2. Ordinance No. 1.654
3. Ordinance No. 1.655
4. Ordinance No. 1.656
5. Ordinance No. 1.657
6. Ordinance No. 1.658

RECOMMENDED MOTION

I move to approve Ordinance No. 1.653 on second reading.
I move to approve Ordinance No. 1.654 on second reading.
I move to approve Ordinance No. 1.655 on second reading.
I move to approve Ordinance No. 1.656 on second reading.
I move to approve Ordinance No. 1.657 on second reading.
I move to approve Ordinance No. 1.658 on second reading.

ORDINANCE NO. 1.653, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 2.8 TITLED NOMINATION PETITION; REQUIRED SIGNATURES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 2.8 Nomination Petition; Required Signatures to increase the number of required signatures on the nomination petition for each candidate for Mayor or Town Council from twenty-five (25) to seventy-five (75) registered electors from the Town?

YES _____ NO _____

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

ORDINANCE NO. 1.654, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 2.9 TITLED VACANCIES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 2.9 Vacancies include an additional circumstance for when a vacancy occurs in an elected office and to update the appointment process for a vacancy as follows?

(a) the position of Mayor or Town Councilmember becomes vacant upon the incumbent's election or appointment to another elected or partisan position, at the time that they assume such position.

(b) within thirty (30) days after a vacancy is determined to exist, Town Council shall vote to initiate an appointment process or to call a special election to fill the vacancy.

(c) the number of days to appoint an eligible person to fill the vacancy shall increase from thirty (30) days to forty-five (45) days after the vacancy is determined to exist.

(d) if no appointment is made within forty-five (45) days, Town Council shall vote to call a special election no more than seventy-five (75) days after determining that it would proceed with an appointment process.

(e) the number of days to hold a special election to fill the vacancy shall increase from ninety (90) days after the effective date of the vacancy to one hundred twenty (120) days from the date the special election is called.

YES _____ NO _____

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

ORDINANCE NO. 1.655, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 3.4 TITLED CONFLICT OF INTEREST

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 3.4 Conflict of Interest to specify that both the Mayor and Town Councilmembers shall comply with the Charter's conflict of interest provisions?

YES _____ NO _____

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

ORDINANCE NO. 1.656, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 6.2 TITLED BOARD OF ADJUSTMENT AND APPEALS

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by repealing Section 6.2 Board of Adjustment and Appeals?

YES _____ NO _____

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

ORDINANCE NO. 1.657, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 15.6 TITLED CONTRACTS WITH OTHER GOVERNMENTAL ENTITIES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by repealing Section 15.6 Contracts with Other Governmental Entities?

YES _____ NO _____

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

ORDINANCE NO. 1.658, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER BY THE ADDITION OF A NEW SECTION 3.11 TITLED MULTIPLE OFFICES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended to add a new Section 3.11 titled Multiple Offices to prohibit the Mayor or any Town Councilmember from serving in any other elected or partisan office or position while they serve as the Mayor or Town Councilmember?

YES _____ NO _____

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



Request for Town Council Action

Date: August 4, 2025
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **Chambers Road & Stroh Road Traffic Signal (CIP24-034)**
Amount: **\$606,456**
Contractor: **Adiona Transportation Solutions, LLC.**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item is for the approval of a construction contract with Adiona Transportation Solutions, LLC for construction of the Chambers Road & Stroh Road Traffic Signal (CIP24-034) in the amount of \$606,456.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened competitive bids on July 22, 2025, for the Chambers Road and Stroh Road traffic signal project (CIP 24-034). Work is the installation of a mast arm traffic signal at the intersection, which includes but is not limited to: concrete caissons, steel signal poles and mast arms, signal heads, illuminated street name signs, pavement markings, communications equipment, detection equipment, concrete flatwork and traffic control.

The Town received bids from four (4) contractors with Adiona Transportation Solutions being the lowest responsible bidder. Adiona is currently contracted for another traffic signal construction project for the Town at Pine Drive and Summerset Lane and is also the traffic signal subcontractor on the Lincoln Avenue widening project. Town staff recommends moving forward with the contract award. The bids were as follows:

Adiona Transportation Solutions, LLC	\$606,456.00
Lumin8 Transportation Technologies	\$692,870.00
Sturgeon Electric Company	\$697,741.00
Morton Electric, Inc.	\$754,570.76

FINANCIAL IMPACT

Funding for the project's construction has been appropriated within the Traffic Control Capital Improvements 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 regular agenda.



Request for Town Council Action

Date: August 4, 2025

Submitted By: Mary Munekata, Senior Planner
Bryce Matthews, Assistant Director - Planning

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker Road and Mainstreet Roadway Improvements Conceptual Design**

Amount: \$720,120

Contractor: Kimley-Horn

Department: Community Development, Mary Munekata
Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

Parker Road (SH83) serves as a regionally significant highway and major north-south transportation corridor. Travelers in the corridor experience high volumes of local and regional traffic, increasing delay from congestion, and safety concerns from accidents and limited pedestrian facilities. The 2019 Parker Road Corridor Plan includes the major recommendation to pursue a Displaced Left-Turn (DLT) design at the intersection of Parker Road and Mainstreet as the preferred alternative to improve operations, safety and multi-modal access at the gateway to downtown. In 2023, the Town obtained a \$500,000 federal grant funding to evaluate the feasibility of the DLT recommendation. The proposed agreement with Kimley-Horn will advance the DLT feasibility analysis with additional planning and conceptual design (10%) for the future configuration of the intersection of Parker Road and Mainstreet. The funds for the project have been approved in the 2025 budget.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Road (SH 83) is a Colorado Department of Transportation (CDOT) highway that serves as a major north-south travel corridor that connects Denver with Colorado Springs while bisecting the Town of Parker. With continued local and regional growth, the traffic volumes along Parker Road have steadily increased and resulted in greater traffic congestion and travel delays. The intersection of Parker Road and Mainstreet is the primary gateway into downtown Parker, so operations, safety, multi-modal access and urban design are important considerations for the future health of downtown, its economic vitality and continued role as the principal civic, social and business destination for residents and visitors.

In 2019, the Town Council adopted the Parker Road Corridor Plan (PRCP) that analyzed conditions along the Corridor and provided multiple recommendations to improve conditions for

drivers, pedestrians, bicyclists and those with limited mobility. The PRCP identifies the need for a redesign of the intersection of Parker Road and Mainstreet to improve operations, increase safety, mitigate traffic congestion/travel delays and enhance multi-modal access to the downtown area. It also identifies the need to better connect the east and west sides of downtown, which are separated by Parker Road, through improved walking, biking and urban design connections along Mainstreet to overcome the physical barrier created by the highway.

The PRCP evaluated multiple alternatives for at-grade and grade-separated improvements to the intersection of Parker Road and Mainstreet. The Plan recommends an at-grade displaced left-turn (DLT) design as the preferred option for meeting the Town's goals for downtown access, improved safety, corridor mobility and a multi-modal urban design that connects the east and west sides of downtown along Mainstreet. The proposed planning and design effort will further evaluate the feasibility of DLT concept up to 10% design, address how the design may support downtown vitality and identify issues, actions and steps to be addressed for future implementation.

The DLT planning and conceptual design project is funded through a federal Surface Transportation Block Grant (STBG) awarded through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP). The Town was awarded a \$500,000 grant with a local match requirement of a maximum \$250,000, resulting in a total project budget of \$750,000. The project is scheduled to begin in 2025 and continue through 2026. CDOT has confirmed the availability of federal funding as of June 17, 2025, and will administer the grant funds. The Town will fund the costs associated with the agreement and obtain reimbursement from CDOT during the course of the project.

In March 2025, the Town issued a Request for Proposals (RFP) to solicit bids for planning and design services. The Town received two (2) proposals from qualified firms. Kimley-Horn received the highest evaluation score from the Town's selection committee using CDOT's qualifications-based selection process. CDOT has issued a concurrence with the Town's decision enabling the project to proceed with the selected consultant. The Kimley-Horn proposal has a cost of \$720,120 for the project scope, which is within the established budget and allows for contingency funding if the Town has a need for additional services, such as community engagement or more analysis.

FINANCIAL IMPACT

Funding has been approved in the 2025 Town budget for use by the Community Development Department.

STRATEGIC GOAL(S)



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

None

RECOMMENDED MOTION

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