# TOWN OF PARKER COUNCIL AGENDA
## August 18, 2025

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

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

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

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

**PLEASE NOTE: Public participation is NOT available through YouTube.**

1. **TOWN COUNCIL MEETING SCHEDULE**

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

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

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

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

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

3. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

4. **CONSENT AGENDA**

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

   *A. APPROVAL OF MINUTES - August 4, 2025*

*B. ORDINANCE NO. 4.93.7 - First Reading*
*A Bill for an Ordinance to Amend Chapter 11.04 of the Parker Municipal Code Concerning the Parker Fire Protection Code*
*Department: Town Manager, Michael Lawson*
*Second Reading: September 2, 2025*

*C. ORDINANCE NO. 9.390 - First Reading*
*A Bill for an Ordinance to Approve the Intergovernmental Agreement For Payment of Start-Up Costs for Fire/Life Safety Services By and Between the Town of Parker and the South Metro Fire Rescue Fire Protection District*
*Department: Town Manager, Michael Lawson*
*Second Reading: September 2, 2025*

*D. ORDINANCE NO. 1.660 - First Reading*
*A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tallman Park*
*Department: Engineering and Public Works, Alex Mestdagh*
*Second Reading: September 2, 2025*

*E. ORDINANCE NO. 1.661 - First Reading*
*A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lutheran High School*
*Department: Engineering and Public Works, Charles Kudlauskas*
*Second Reading: September 2,2025*

*F. CONTRACTS OVER $100,000*

1. *Parker Road Sidewalks – North Gap (King Soopers to Valley Hi Drive) - Final Design*
*Amount: $141,129.42*
*Contractor: Merge Resource Group, Ltd.*
*Department: Engineering and Public Works, Tom Gill*

2. *Robinson Ranch Relocate - Highway 83 at Robinson Ranch – CORE Electric Cooperative*
*Amount: $270,662.47*
*Contractor: CORE Electric Cooperative*
*Department: Engineering and Public Works, Tom Gill*

3. *2025 Intersection Improvements (CIP24-016 and CIP24-028) - Contract Modification*
*Amount: $20,000 (Addition to the Original Contract Amount of $479,368 for a New Total of $499,368)*
*Contractor: HCG Construction*
*Department: Engineering and Public Works, Tom Gill*

**5. ORDINANCES**

**ORDINANCE NO. 9.389 - Second 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**

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

**Salisbury Regional Park Phase 1 Construction Contract (CIP23-017)**

**Amount: $26,356,920.19**
**Contractor: JHL Constructors, LLC**
**Department: Parks, Recreation, and Open Space, Brett Collins**

**7. PUBLIC COMMENTS CONTINUED IF NECESSARY**

**8. ADJOURNMENT**

*Parker Town Council*

# Executive Session Agenda

August 18, 2025

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

1. Requested amendments to Service Plans and Intergovernmental Agreements for Cherry Creek Metropolitan District Nos. 4-11, pursuant to Colorado Revised Statutes Title 32, Town of Parker Model Service Plan and Model Intergovernmental Agreement, and the Parker Municipal Code

2. Proposed Amended and Restated Intergovernmental Agreement for Compark Business Campus Metropolitan District and Service Plan, pursuant to Colorado Revised Statutes Title 32, Town of Parker Model Service Plan and Model Intergovernmental Agreement, and the Parker Municipal Code

**TOWN OF PARKER COUNCIL**
**MINUTES**
**AUGUST 4, 2025**

Mayor Joshua Rivero called the meeting to order at 5:00 p.m. All Councilmembers were present.

Town Attorney Jame Wynn announced that there were two topics for discussion in the Executive Session. The first item was 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) regarding interpretation of the Town Manager's and the Town Attorney's employment agreements. The second item was to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) concerning compensation of the Town Manager and the Town Attorney.

## EXECUTIVE SESSION

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

The motion was approved unanimously.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 6:54 p.m.

The motion was approved unanimously.

## COUNCIL UPDATES/WORK SESSION

No Work Session was held.

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

The motion was approved unanimously.

## REGULAR MEETING

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

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

## SPECIAL PRESENTATIONS

Mayor Rivero presented a certificate to Liz Swanson, winner of the Town of Parker Sticker Design Contest.

## PUBLIC COMMENTS

None.

## REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

**CONSENT AGENDA**

*A. APPROVAL OF MINUTES - 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 - Shaun Gann*

Laura Hefta moved and Brandi Wilks seconded to remove Item 5E from the Consent Agenda.

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

The motion was approved unanimously.

Brandi Wilks moved and Todd Hendreks seconded to approve Consent Agenda Items 5A through 5D.

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.

Mayor Rivero opened Consent Agenda Item 5E. Discussion by Council ensued, and Mayor Rivero read the proclamation into the record.

John Diak moved and Todd Hendreks seconded to approve Consent Agenda item 5E as part of the regular agenda.

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

The motion was approved unanimously.

## 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**

The Building Division of the Community Development Department required a new Memorandum of Understanding (MOU) with the State of Colorado to provide construction plan review, permitting, and field inspection services for local public schools. Passage of this ordinance authorized the Town to

complete this MOU, so the Town can continue to provide the aforementioned services for public schools.

**Public Comments:** None.

Todd Hendreks moved and Laura Hefta seconded to approve Ordinance No. 1.659 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. 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**

Passage of this ordinance repealed Chapter 4.05 of the Parker Municipal Code due to changes in state law. As a result, 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.

**Public Comments:** None.

Erik Frandsen moved and Brandi Wilks seconded to approve Ordinance No. 5.37.2 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.

**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**

The purpose of this ordinance was to approve the Intergovernmental Agreement with Douglas County for ownership and maintenance of school zone speed limit sign beacons in the northeast quadrant of Parker.

**Public Comments:** None.

Brandi Wilks moved and Laura Hefta seconded to approve Ordinance No. 9.388 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.

**D. HILLTOP ROAD PROJECT**
**Department: Engineering and Public Works, Chris Hudson**

Passage of these two (2) ordinances approved the conveyance of real property needed from CORE Electric cooperative to construct the Hilltop Road and Parker Road intersection improvement project. These are the final acquisitions needed for this project.

**Public Comments:** None.

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**

Brandi Wilks moved and Todd Hendreks seconded to approve Ordinance No. 1.651 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta – yes
The motion was approved unanimously.

2. **ORDINANCE NO. 1.652 - 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**

Brandi Wilks moved and Todd Hendreks seconded to approve Ordinance No. 1.652 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.

**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**

**Public Comments:** None.

Brandi Wilks moved and Anne Barrington seconded to approve Ordinance No. 1.653 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - no
Erik Frandsen - yes
Laura Hefta - no

The motion was approved on a 4-2 vote with Councilmembers Diak and Hefta opposing.

Mayor Rivero exercised his right under Section 4.1 of the Charter and 2.02.010 of the Town Municipal Code and vetoed Ordinance 1.653.

Council recessed at 8:18 p.m. and reconvened at 8:21 p.m.

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**

**Public Comments:** None.

Todd Hendreks moved and Erik Fransden seconded to approve Ordinance No. 1.654 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.

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**

**Public Comments:** None.

Todd Hendreks moved and Erik Frandsen seconded to approve Ordinance No. 1.655 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.

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**

**Public Comments:** None.

Anne Barrington moved and Laura Hefta seconded to approve Ordinance No. 1.656 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.

**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**

**Public Comments:** None.

Laura Hefta moved and Todd Hendreks seconded to approve Ordinance No. 1.657 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.

**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**

**Public Comments:** None.

Todd Hendreks moved and Erik Frandsen seconded to approve Ordinance No. 1.658 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - no
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved on a 5-1 vote with Councilmember Wilks opposing.

**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**

This item was 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.

Public Comments: None.

Laura Hefta moved and Todd Hendreks seconded to approve the staff recommendation, as a part of the regular agenda.

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

The motion was approved unanimously.

**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**

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. This 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. Approval of this item authorized the contract with Kimley-Horn in the amount of $720,120, of which $500,000 is from federal grant funding.

**Public Comments:** None.

Todd Hendreks moved and Laura Hefta seconded to approve the staff recommendation, as a part of the regular agenda.

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

The motion was approved unanimously.

**ADJOURNMENT**
Mayor Rivero adjourned the meeting at 9:24 p.m.

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

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Michael Lawson, Assistant Town Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 4.93.7 - First Reading**
**A Bill for an Ordinance to Amend Chapter 11.04 of the Parker Municipal Code Concerning the Parker Fire Protection Code**
**Department: Town Manager, Michael Lawson**
**Second Reading: September 2, 2025**

## EXECUTIVE SUMMARY

This ordinance updates several provisions in Chapter 11.04 of the Parker Municipal Code to align with the transition of fire/life safety permitting and inspection services from the Town to South Metro Fire Rescue (SMFR) as well as some clean-up based on minor updates to the International Fire Code (IFC).

The primary change in the ordinance amends the Town's Fire Protection Code by designating SMFR, rather than the Town of Parker's Chief Building Official, as the authority for interpreting and enforcing the fire code.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

To improve operational efficiency and reduce duplicated costs for fire/life safety (FLS) services, the Town of Parker is transitioning FLS services back to SMFR, which provided these services prior to 2015. This includes responsibilities such as fire and building plan reviews, inspections, community event compliance, mobile vendor oversight, and fire permit approvals. This shift brings Parker in line with other municipalities and counties within SMFR's service area. Previously, Parker was the only municipality in the SMFR service area providing its own FLS services.

Accordingly, the proposed ordinance updates designate SMFR, rather than the Town's Chief Building Official, as the official authority for fire code interpretation and enforcement. Additionally, since the prior amendment to the Parker Fire Protection Code, the current adopted version of the IFC had some minor updates to the numbering of certain provisions, this amendment also makes the Parker Fire Protection Code's numbering consistent with that of the IFC.

## FINANCIAL IMPACT

Transition of the FLS function to SMFR will result in an annual net savings of approximately $58,000 for the Town. The savings comes from the elimination of 2 FTE in the Building Division of the Community Development Department. Cost savings are partially offset by a loss of permit and plan review fee revenue.

The Town is proposing a one-time payment in 2025 to SMFR of $50,900 to assist the district with start-up costs for absorbing the FLS function. That one-time payment will be proposed to the Council in a separate intergovernmental agreement.

## STRATEGIC GOAL(S)

## ATTACHMENTS

1. Ordinance No. 4.93.7

## RECOMMENDED MOTION

I move to approve Ordinance No. 4.93.7 on first reading and to schedule second reading for September 2, 2025, as part of the consent agenda.

**ORDINANCE NO. 4.93.7, Series of 2025**

**TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 11.04 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER FIRE PROTECTION CODE**

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

**Section 1.** Section 11.04.040 of the Parker Municipal Code is amended to read as follows:

**11.04.040 Definitions.**

*Fire Code Official,* wherever used in the International Fire Code, shall mean the Chief ~~Building Official of Parker, Colorado, except~~ of South Metro Fire Rescue Fire Protection District or any other such qualified individual employed by South Metro Fire Rescue Fire Protection District to which the Chief specifically delegates such authority, unless ~~as~~ otherwise provided herein. In the event there is a conflict in the information or application of the Fire Code, the Chief ~~Building Official~~ of South Metro Fire Rescue Fire Protection District will resolve such conflicts.

**Section 2.** Section 11.04.050 of the Parker Municipal Code is amended to read as follows:

**11.04.050 Amendments.**

The International Fire Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the International Fire Code):

* * *

(4) Amend Section ~~109~~111.1, Board of appeals established, to read:

"~~109~~111**.1 Board of appeals established.** In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be a board of appeals. The board of appeals shall be the Regional Fire Code Board of Appeals and shall hold office at its pleasure."

* * *

(7) Amend Section 202, General Definitions, by the addition of a new definition, *approved side of the building*, ~~and by amending the definition of *Fire Code Official*~~ to read:

"*Approved side of the building* shall account for at least twenty-five percent (25%) of the building perimeter and will be determined by the fire code official.

~~"*Fire Code Official* shall mean the Chief Building Official of Parker, Colorado."~~

* * *

(8) ~~Add a new Section 401.1.1, Fire Code Official, to read:~~[*Intentionally left blank.*]

~~"**401.1.1 Fire Code Official.** Wherever *Fire Code official* is referred to in this Chapter, it shall mean the Chief of the South Metro Fire Rescue Authority."~~

* * *

(26) Amend Section ~~5708.2~~ 5806.2, Locations where above-ground tanks are prohibited (geographic limits in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited), by the addition of the following:

"The storage of flammable cryogenic fluids in stationary containers outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

* * *

**Section 3.** Section 11.04.060 of the Parker Municipal Code is amended to read as follows:

**11.04.060 Violation; penalty.**

In addition to the penalty provisions contained in the Parker Fire Protection Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars ($499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 4.** 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 5.** 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 6.** 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

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Michael Lawson, Assistant Town Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 9.390 - First Reading**
**A Bill for an Ordinance to Approve the Intergovernmental Agreement For Payment of Start-Up Costs for Fire/Life Safety Services By and Between the Town of Parker and the South Metro Fire Rescue Fire Protection District**

**Department:** **Town Manager, Michael Lawson**

**Second Reading:** **September 2, 2025**

## EXECUTIVE SUMMARY

This intergovernmental agreement (IGA) outlines the financial arrangement between the Town of Parker and the South Metro Fire Rescue Fire Protection District (SMFR) related to the transition of fire/life safety (FLS) services from the Town to SMFR. The Town will provide a one-time payment of $50,900 to assist SMFR with start-up costs related to this transition, which includes onboarding staff and acquiring necessary equipment.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

The Town is proposing the permanent transition of FLS plan review, permitting, and inspections from the Town's Community Development Department to SMFR. The move of FLS is anticipated to streamline FLS services for customers and improve service delivery overall. A small annual cost savings for the Town is also expected. SMFR began offering FLS services in the Town on an interim basis starting July 14, 2025.

This IGA is being proposed to defray startup costs for SMFR as it absorbs FLS services in the Town of Parker. The amount of $50,900 for a one-time payment was suggested by SMFR.

This IGA is connected with Ordinance No. 4.93.7, which is also on the August 18, 2025, Council Meeting agenda.

## FINANCIAL IMPACT

The one-time proposed payment to SMFR is $50,900. The expenditure would be made from the 2025 budget.

## STRATEGIC GOAL(S)

## ATTACHMENTS

1. Ordinance No. 9.390

## RECOMMENDED MOTION

I move to approve Ordinance No. 9.390 on first reading and to schedule second reading for September 2, 2025, as part of the consent agenda.

**ORDINANCE NO. 9.390, Series of 2025**

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF START-UP COSTS FOR FIRE/LIFE SAFETY SERVICES BY AND BETWEEN THE TOWN OF PARKER AND THE SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT**

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

**Section 1**. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement For Payment of Start-Up Costs for Fire/Life Safety Services by and between the Town of Parker and the South Metro Fire Rescue Fire Protection District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

_____
Joshua Rivero, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

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

_____
Joshua Rivero, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

**EXHIBIT 1**

# INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF START-UP COSTS FOR FIRE/LIFE SAFETY SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF START-UP COSTS FOR FIRE/LIFE SAFETY SERVICES (this "Agreement") is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision under the State of Colorado ("SMFR").

## RECITALS

A. The Town of Parker has provided fire/life safety services, including fire and building plan reviews, inspections, community event compliance, mobile vendor oversight, and fire permit approvals (the "Services"), to Town of Parker residents since 2015.

B. On September 2, 2025, Town Council approved Ordinance No. 4.93.7, which formally transitions the Services back to SMFR.

C. In order to facilitate a smooth transition of the Services, the Town has agreed to pay SMFR a one-time payment to assist with SMFR's start-up costs associated with absorbing the Services, which are anticipated to include onboarding new staff and the acquisition of vehicles, hardware, software licenses, uniforms, and workplace setup.

## AGREEMENT

NOW, THEREFORE, for and consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Town and SMFR agree as follows:

1. **Town's Responsibilities**. On or before September 30, 2025, the Town shall pay to SMFR the lump sum amount of Fifty Thousand Nine Hundred and 00/100 Dollars ($50,900.00). The Town shall not be responsible for any additional funding for the Services beyond that amount.

2. **SMFD's Responsibilities**. SMFR shall only use the funds provided by the Town for start-up costs associated with the transition of the Services from the Town to SMFR.

3. **Records**. SMFR shall maintain complete and accurate financial and operational records of all expenditures incurred using funds provided under this Agreement. Such records shall include, but are not limited to, invoices, receipts, payroll documentation, and procurement records directly related to start-up costs associated with the transition of the Services from the Town to SMFR. These records shall be retained by SMFR for a period of not less than three (3) years following payment from the Town to SMFR. The Town shall have the right, under reasonable advance notice, to inspect, audit, and copy such records during regular business hours to ensure compliance with the terms of this Agreement.

4. **Notices**. Notices shall be given in writing and shall be deemed received if given 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; (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. Notice shall be given to the parties at the following addresses:

To the Town:
Town of Parker
Attn: Town Manager
20120 E. Mainstreet
Parker, Colorado 80138
mkivela@parkerco.gov

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

To SMFR:
South Metro Fire Rescue Fire Protection District
Attn: Chief Governmental Affairs Officer
9195 E. Mineral Avenue
Centennial, Colorado 80112
Mike.dellorfano@southmetro.org

5. **Miscellaneous**.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, excluding conflicts of laws provisions, and venue for any and all actions shall be in the County of Douglas, State of Colorado.

b. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

c. Waiver. No term or condition of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly-authorized representatives. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

d. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and SMFR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever

by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended. It is the express intention of the Town and SMFR that any such person or entity, other than the Town or SMFR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

e. 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 blank. Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**TOWN OF PARKER, COLORADO**

By: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney's Office

**SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT**

By: John Curtis
John Curtis (Jul 29, 2025 11:47:04 MDT)
John Curtis, Fire Chief

Date: 07/29/2025

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Alex Mestdagh, Engineering Service Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 1.660 - First Reading**
**A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tallman Park**
**Department: Engineering and Public Works, Alex Mestdagh**
**Second Reading: September 2, 2025**

## EXECUTIVE SUMMARY

This ordinance proposes to convey a sanitary sewer easement to Parker Water and Sanitation District (PWSD) over a portion of Town-owned open space adjacent to Tallman Park.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

PWSD is proposing to install a new sanitary sewer connection from the existing well house in the open space adjacent to Tallman Park. This new sanitary sewer line would connect to an existing sanitary sewer main north of Tallman Gulch, and would serve the wellhouse and a new water filtration annex that is being proposed by PWSD. The new annex will come before Town Council in a public hearing at a later date.

The proposed sanitary sewer will travel northeast from the existing wellhouse across the open space, bored under Tallman Gulch and the Tallman Gulch Trail, and will connect to the sanitary sewer main in a tract owned by the Idyllwilde HOA. The portion of the alignment that is located on Town property will require an easement to be dedicated to PWSD to allow for the installation, maintenance, and operation of the line.

Town staff has reviewed the alignment and width of the easement, and it is consistent with the corresponding standards and specifications. PWSD will be required to restore all disturbance to the open space, trail, and surrounding areas through a Grading Permit administered by the Town.

This easement is proposed to be dedicated to PWSD without direct payment as part of an ongoing cooperation related to right-of-way and easements between the Town and PWSD.

## FINANCIAL IMPACT

None.

## STRATEGIC GOAL(S)

## ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.660

## RECOMMENDED MOTION

I move to approve Ordinance No. 1.660 on first reading and to schedule second reading for September 2, 2025, as part of the consent agenda.

Sanitary Sewer Easement
Vicinity Map

**ORDINANCE NO. 1.660, Series of 2025**

**TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TALLMAN PARK**

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tallman Park; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

**Section 1**. Approval of Easement Agreement. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tallman Park, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement 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**

# SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 20__, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134 (each a "Party" and collectively the "Parties").

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

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

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

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

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

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

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

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

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

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

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

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

**GRANTOR:**

**Town of Parker, Colorado**

By: _____
Joshua Rivero, Mayor

ATTEST:

By:_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney's Office

**GRANTEE:**

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

By:_____
Ron R. Redd, P.E., District Manager

ATTEST:

By:_____
Lisa Sindall, Engineering Coordinator

# EXHIBIT 'A'

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF TRACT "T", REATA NORTH, FILING NO. 1, AS RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 2003146594 ON OCTOBER 3RD, 2003. SAID PARCEL LYING WITHIN THE SW 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. SAID LINE BEARS S 00°00' 00" W AS CALCULATED FROM THE RECORDED PLAT OF REATA NORTH, FILING NO. 1, AS RECORDED AT RECEPTION NO. 2003146594 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE.

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, TOWNSHIP 6 SOUTH RANGE 66 WEST, OF THE 6TH P.M.. SAID POINT BEING MARKED BY A 2" ALUMINUM CAP (PLS 23053), AS SHOWN ON THE RECORDED PLAT OF REATA NORTH, FILING NO. 1 (REC. NO. 2003146594); THENCE S 00°00' 00" W, ALONG THE WEST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 25, A DISTANCE OF 2166.56 FEET TO A POINT ON THE EXTENSION OF THE NORTH LINE OF THE PARCEL OF LAND BEING RECORDED AT RECEPTION NO. 2005052122; THENCE N 90°00' 00" E, ALONG THE EXTENSION OF THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 14.43 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 2005052122; THENCE N 90°00' 00" E, ALONG THE NORTH LINE OF SAID RECEPTION NO. 2005052122, A DISTANCE OF 79.35 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE N 26°46' 20" E, A DISTANCE OF 266.69 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF TRACT "T", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594). SAID POINT ALSO BEING ON THE SOUTH LINE OF TRACT "Q", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594);

THENCE N 70°00' 00" E, ALONG THE NORTH LINE OF SAID TRACT "T", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594), A DISTANCE OF 16.95 FEET TO AN ANGLE POINT IN SAID TRACT "T";

THENCE S 55°00' 00" E, ALONG THE NORTH LINE OF SAID TRACT "T", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594), A DISTANCE OF 18.59 FEET;

THENCE S 26°46'20" W, LEAVING SAID NORTH LINE, A DISTANCE OF 261.24 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT PARCEL OF LAND BEING RECORDED AT RECEPTION NO. 2005052122;

THENCE N 90°00'00" W, ALONG THE NORTH LINE OF SAID PARCEL BEING RECORDED AT RECEPTION NO. 2005052122, A DISTANCE OF 33.60 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL CONTAINING 8,047.9 SQ. FT. OR 0.185 ACRES, MORE OR LESS.

Prepared for and on behalf of
Cobb, Fendley & Associates
by, Darren Leveille, PLS 38051

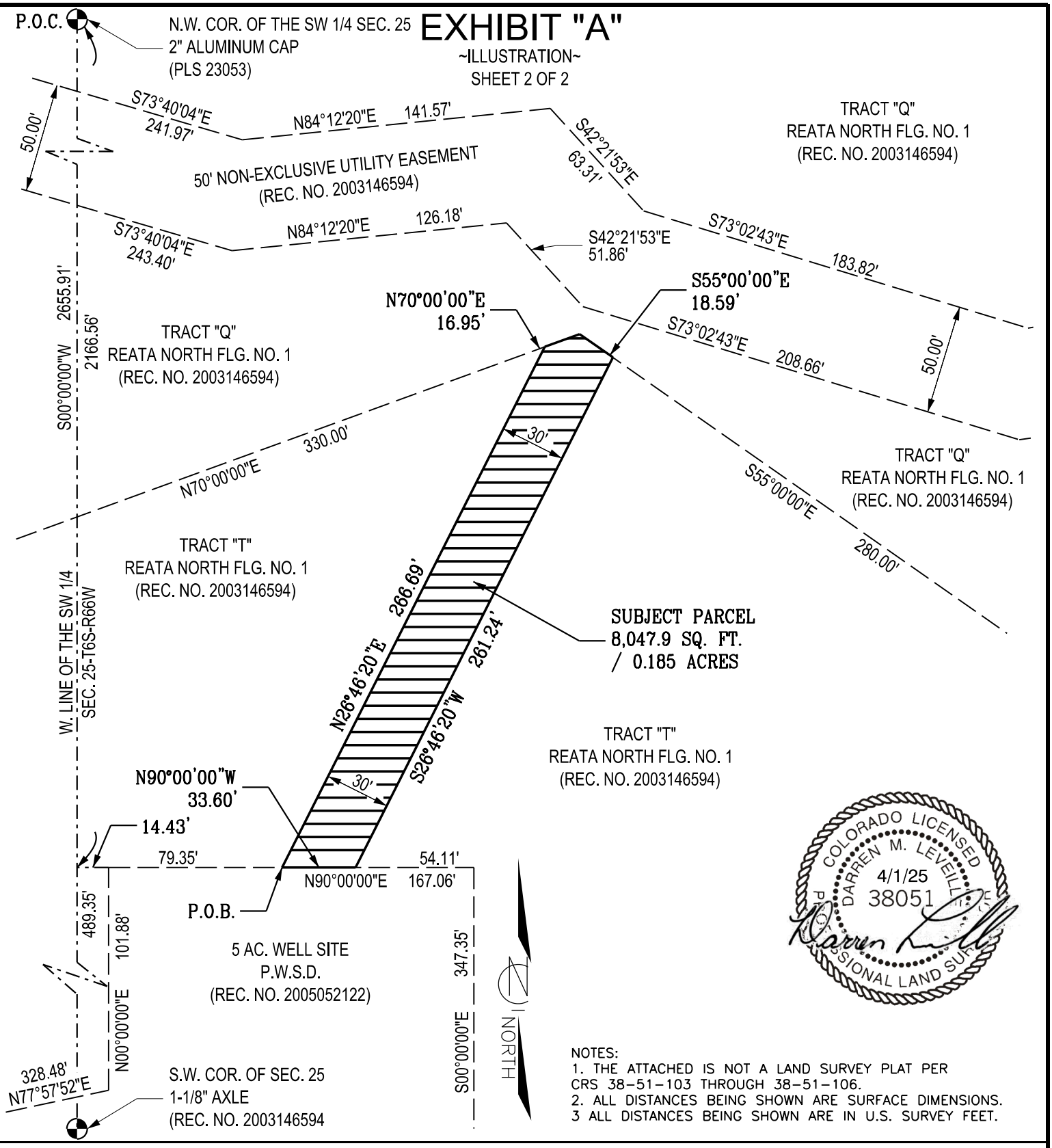
COLORADO LICENSED
DARREN M. LEVEILLE
4/1/25
38051
PROFESSIONAL LAND SURVEYOR

| | | | |
|---|---|---|---|
| COBBFENDLEY PROJECT NO.: | | | 2506-056-01 |
| CLIENT PROJECT NAME: | | | TETRA TECH |
| PROPERTY LOCATION: | | | REATA WELL STIE |
| DRAWN BY: DML | DATE: 4/1/25 | SCALE: 1" = 60' | |

CobbFendley
8585 Concord Center Drive Bldg. 1, Suite 300
Englewood, Colorado 80112
PH:720-216-1922

30' SANITARY SEWER EASEMENT – TRACT "T"
A PARCEL OF LAND LOCATED IN
SW1/4 OF SECTION 25,
T6S, R66W, OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET NO. 1 OF 2




COLORADO LICENSED
DARREN M. LEVEILLE
4/1/25
38051
PROFESSIONAL LAND SURVEYOR

NOTES:
1. THE ATTACHED IS NOT A LAND SURVEY PLAT PER CRS 38-51-103 THROUGH 38-51-106.
2. ALL DISTANCES BEING SHOWN ARE SURFACE DIMENSIONS.
3 ALL DISTANCES BEING SHOWN ARE IN U.S. SURVEY FEET.

| | | | |
|---|---|---|---|
| COBBFENDLEY PROJECT NO.: | | | 2506-056-01 |
| CLIENT PROJECT NAME: | | | TETRA TECH |
| PROPERTY LOCATION: | | | REATA WELL STIE |
| DRAWN BY: DML | DATE: 4/1/25 | SCALE: | 1" = 60' |

CobbFendley
8585 Concord Center Drive Bldg. 1, Suite 300
Englewood, Colorado 80112
PH:720-216-1922

30' SANITARY SEWER EASEMENT – TRACT "T"
A PARCEL OF LAND LOCATED IN
SW1/4 OF SECTION 25,
T6S, R66W, OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO

60' 0' 60'
GRAPHIC SCALE: 1" = 60'

SHEET NO. 2 OF 2

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Charles Kudlauskas, Senior Development Review Engineer

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 1.661 - First Reading**
**A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lutheran High School**
**Department: Engineering and Public Works, Charles Kudlauskas**
**Second Reading: September 2,2025**

## EXECUTIVE SUMMARY

This ordinance is to convey a water and sanitary sewer easement to Parker Water and Sanitation District (PWSD) over a portion of Town-owned open space within Tract G of of the New Horizon Filing 1 Subdivision adjacent to Lutheran High School.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

Lutheran High School has submitted a site plan that proposes to construct new athletic fields, a concession building, small ADA parking lot, water quality and detention basin, and utilities. The proposed water line and sanitary sewer connections that cross Town-Owned Tract G of the New Horizon Filing 1 Subdivision will serve the concession building and fire hydrants for the site.

The proposed work consists of two water pipeline connections and one sanitary sewer pipeline connection that will travel west from the Lutheran High School's northern and southern parking lot connections, be bored under Newlin Gulch, and will connect to the water and sanitary sewer main in Lot 1 of the Newlin Horizon Filing 1 Subdivision owned by Lutheran High School. The portion of the two alignment crossings that are located on Town property will require an easement to be dedicated to PWSD by the Town to allow for the installation, maintenance, and operation of the lines.

Town staff has reviewed the alignment and width of the easement, and it is consistent with the corresponding standards and specifications. Lutheran High School will be required to restore all disturbance to the open space, trail, and surrounding areas through a Grading Permit administered by the Town.

This easement is proposed to be dedicated to PWSD without direct payment as part of an ongoing cooperation related to right-of-way and easements between the Town and PWSD.

## FINANCIAL IMPACT

The utility improvements proposed with the easement will be the maintenance responsibility of PWSD where the utility installation will be the responsibility of Lutheran High School. There is no financial impact to the Town.

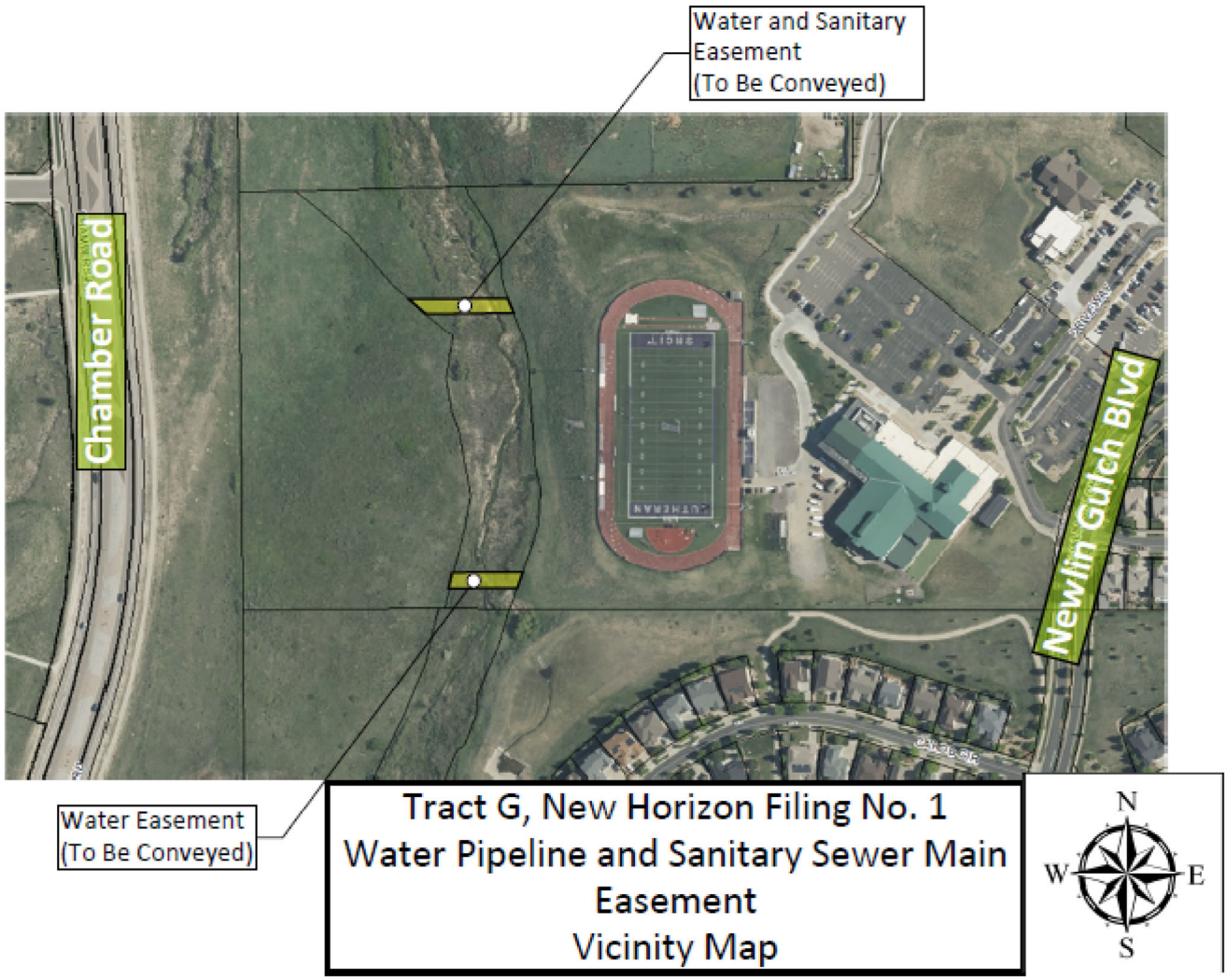
## STRATEGIC GOAL(S)

## ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.661

## RECOMMENDED MOTION

I move to approve Ordinance No. 1.661 on first reading and to schedule second reading for September 2, 2025, as part of the consent agenda.




Tract G, New Horizon Filing No. 1
Water Pipeline and Sanitary Sewer Main Easement
Vicinity Map

**ORDINANCE NO. 1.661, Series of 2025**

**TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR LUTHERAN HIGH SCHOOL**

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Lutheran High School; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

**Section 1**. Approval of Easement Agreement. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Lutheran High School, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement 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**

# WATER PIPELINE AND SANITARY SEWER MAIN EASEMENT AGREEMENT

## SP24-049 LUTHERAN HIGH SCHOOL

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 20__, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

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

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

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

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

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

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

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

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

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

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

5. Miscellaneous.

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

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

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

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

**GRANTOR:**

**Town of Parker, Colorado**

By: _____
Joshua Rivero, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney's Office

**GRANTEE:**

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

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

By: _____
Lisa Sindall, Engineering Coordinator

# EXHIBIT A
# LEGAL DESCRIPTION

TWO 30-FOOT-WIDE PARCELS OF LAND BEING PORTION TRACT G, NEW HORIZON SUBDIVISION FILING NO. 1, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JULY 11, 2003 AT RECEPTION NO. 2003103692, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL A**

**COMMENCING** AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT OF HORIZON SUBDIVISION FILING NO. 1;

THENCE NORTH 31°49’06” EAST, A DISTANCE OF 678.82 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT G AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 49°47'45" WEST, A DISTANCE OF 45.99 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°29'14" EAST, A DISTANCE OF 195.34 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT G;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 21°27'35" EAST, A DISTANCE OF 32.12 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'14" WEST, A DISTANCE OF 171.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 5,510 SQUARE FEET OR 0.126 ACRES, MORE OR LESS.

**PARCEL B**

**COMMENCING** AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT OF HORIZON SUBDIVISION FILING NO. 1;

THENCE NORTH 86°40’39” EAST, A DISTANCE OF 401.49 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT G AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 12°05'01" EAST, A DISTANCE OF 5.35 FEET;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, NORTH 14°25’10” EAST, A DISTANCE OF 25.57 FEET;

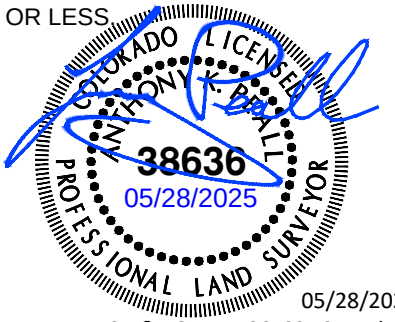
THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°56'18" EAST, A DISTANCE OF 133.65 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT G;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 19°21'13" WEST, A DISTANCE OF 31.78 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°56'18" WEST, A DISTANCE OF 130.60 FEET TO THE **POINT OF BEGINNING**.

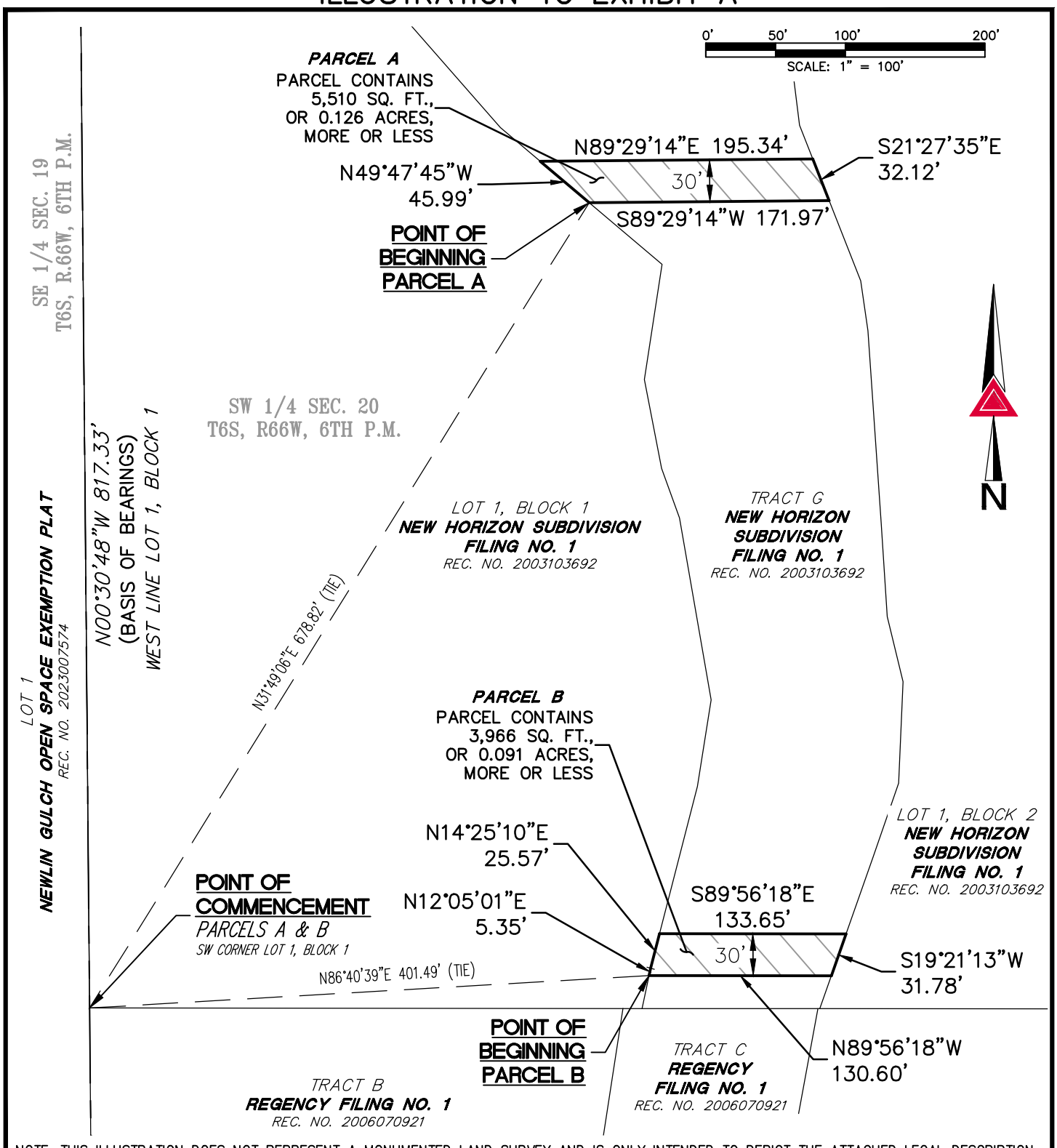
CONTAINING AN AREA OF 3,966 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.




ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A




NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.


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


**ACCESS EASEMENT-PWSD & TOWN OF PARKER**
SOUTHWEST 1/4 SECTION 20, T6S, R66W, 6TH P.M.
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\126421-01 - LUTHERAN HIGH SCHOOL\DWG\EXHIBITS\126421-01 LUTHERAN - PWSD & TOWN ACCESS ESMT.DWG
JOB NUMBER: 126421-01 DATE: 5/28/2025 DWG: TP CHK: AKP 2 OF 2 PAGES

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Tom Gill, Associate Project Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **Parker Road Sidewalks – North Gap (King Soopers to Valley Hi Drive) - Final Design**

**Amount:** **$141,129.42**

**Contractor:** **Merge Resource Group, Ltd.**

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

## EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Merge Resource Group, Ltd., for final design services of the Parker Road Sidewalks – North Gap (King Soopers to Valley Hi Drive).

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

In January 2025, Council approved the execution of a preliminary design contract with Merge Resource Group, Ltd. The project was known as the Parker Road Sidewalks – North Gap (King Soopers to Valley Hi Drive). It includes preliminary design services for a shared use path/sidewalk improvements along the west side of Parker Road (SH 83) between the King Soopers Marketplace north of Cottonwood Drive and Valley Hi Drive/Preservation Park & Trailhead. Since that preliminary design effort has been completed, the team is ready to move the project into the final design phase.

The final design services generally include: project management, utility coordination, public outreach, environmental coordination, final design, and right-of-way acquisition services. The total cost of this final design effort is $141,129.42 and the estimated design duration is approximately six months with acquisition services to follow. Pending funding, construction is tentatively scheduled for 2027.

## FINANCIAL IMPACT

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

## STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

## ATTACHMENTS

None

## RECOMMENDED MOTION

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

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Tom Gill, Associate Project Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **Robinson Ranch Relocate - Highway 83 at Robinson Ranch – CORE Electric Cooperative**

**Amount:** **$270,662.47**
**Contractor:** **CORE Electric Cooperative**
**Department:** **Engineering and Public Works, Tom Gill**

## EXECUTIVE SUMMARY

This agenda item is for the approval of a contract with CORE Electric Cooperative to relocate an underground electric main feed line that is currently in conflict with two proposed pedestrian bridges located within the Parker Road Sidewalks - East Side Gaps (Pine Drive to Stroh Road) project.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

The Town is currently awaiting CDOT's concurrence to advertise the Parker Road Sidewalks - East Side Gaps (Pine Drive to Stroh Road) project. This project will complete two (2) segments of multi-use trail (sidewalk) along the east side of Parker Road between Pine Drive and Stroh Road. In advance of the construction, the Town has commenced coordination with utilities along the corridor that need to be relocated. There is an existing underground CORE Electric Cooperative electric main feed line located in an easement in the area along Parker Road adjacent to the Robinson Ranch residential subdivision that is in conflict with two pedestrian bridges included in the proposed design. To accommodate the proposed improvements, it was determined that the existing underground CORE main feed line would need to be relocated to a new CORE easement to loop around the two pedestrian bridges. CORE provided the design and cost estimate for the work and intends to subcontract to one of their approved contractors.

## FINANCIAL IMPACT

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

## STRATEGIC GOAL(S)

## ATTACHMENTS

None

## RECOMMENDED MOTION

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

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Tom Gill, Associate Project Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **2025 Intersection Improvements (CIP24-016 and CIP24-028) - Contract Modification**

**Amount:** **$20,000 (Addition to the Original Contract Amount of $479,368 for a New Total of $499,368)**

**Contractor:** **HCG Construction**

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

## EXECUTIVE SUMMARY

This item is to approve a contract modification (change order) with HCG Construction for the 2025 Intersection Improvements (CIP24-016 and CIP24-028) project in the amount of $20,000, for a revised contract amount of $499,368.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

The Town competitively bid and awarded the 2025 Intersection Improvements (CIP24-016) and (CIP24-028) projects to HCG Construction in May 2025. This project includes operational improvements at two (2) intersections. The Mainstreet and Chambers Road Turn Lane Improvements (CIP24-016) work includes extending the westbound Mainstreet left turn lane to provide additional length for vehicles queuing at Chambers Road. Bayou Gulch Road and Crowfoot Valley Road Turn Lane Improvements (CIP24-028) include the addition of a right-hand turn lane on Bayou Gulch Road with associated pavement marking modifications plus traffic signal modifications.

The original bid for the project did not include construction surveying. This was discovered prior to construction and the contractor provided pricing for this needed surveying work. During removal of a portion of the original pavement along Bayou Gulch Road, it was discovered that an existing trench drain had to be relocated. In addition, the soils at the bottom of Bayou Gulch were found to be saturated and unsuitable, so granular rock was needed and placed to provide stability for the new turn lane pavement. These extra work costs exceed the project's contract item "minor contract revisions". Therefore, a contract modification is needed to adjust the contract amount required to complete this additional project work. The completion date remains the same.

## FINANCIAL IMPACT

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

## STRATEGIC GOAL(S)

## ATTACHMENTS

None

## RECOMMENDED MOTION

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

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Chris Hudson, Deputy Director of Engineering

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 9.389 - Second 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**

## 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 Parker Water & Sanitation District (PWSD) 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)

## ATTACHMENTS

1. Ordinance No. 9.389

## RECOMMENDED MOTION

I move to approve Ordinance No. 9.389 on second reading.

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

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

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

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**

PARKER
COLORADO

# Request for Town Council Action

**Date:** August 18, 2025

**Submitted By:** Brett Collins, Projects Administrator

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **Salisbury Regional Park Phase 1 Construction Contract (CIP23-017)**

**Amount:** **$26,356,920.19**

**Contractor:** **JHL Constructors, LLC**

**Department:** **Parks, Recreation, and Open Space, Brett Collins**

## EXECUTIVE SUMMARY

Award of a $25,101,829.19 Trade Contractor Agreement to JHL Constructors, LLC, for the Salisbury Regional Park Phase 1 Project (CIP23-017), plus a 5% owner's contingency of $1,255,091 for additional unforeseen expenses for a total project budget of $26,356,920.19.

## STAFF RECOMMENDATION

Approve

## BACKGROUND/DISCUSSION

Salisbury Regional Park (formerly Salisbury Park North) is a 91-acre property that is centrally located within the community. It was acquired by the Town in 2009 for park and open space purposes and is zoned Public Facilities, which allows for a wide variety of uses, including parks, recreation, and open space.

The north side of Salisbury Regional Park was master planned through a public input process and approved by the Town Council in 2014. The Master Plan provides various amenities, including multipurpose soccer fields, multipurpose ballfields, pickleball courts, tennis courts, play areas, a bike park, picnic pavilions, restrooms, parking, landscape, public art, and irrigation.

In July 2025, a Site Plan was approved by the Town Council for the Phase 1 park expansion, including four lighted natural grass multipurpose ballfields, two lighted synthetic turf multipurpose soccer fields, a playground, batting cages, restrooms, parking, utilities, landscape, and irrigation.

Town staff pre-qualified six general contractors in June 2025. The project was put out to bid, and competitive sealed bids were received on August 4, 2025, at 3:00 pm for the Salisbury Regional Park Phase 1 Project (CIP23-017).

Five bids were received as follows:

| | |
|---|---|
| JHL Constructors, LLC | $25,101,829.19 |
| ECI Site Construction Management, Inc. | $25,423,745.00 |
| FNF Construction, Inc. | $26,911,295.00 |
| Roche Constructors, Inc. | $29,341,900.00 |
| Concrete Express | $34,495,567.35 |
| FCI Constructors, Inc. | No Bid |

The lowest conforming bid was from JHL Constructors, LLC, in the amount of $25,101,829.19. JHL is currently constructing the Town Hall Expansion Project and is performing excellent work.

The project construction is anticipated to start in September 2025 and be completed by August 2026.

Staff recommends moving forward with a contract award to JHL Constructors, LLC

## FINANCIAL IMPACT

Funding for this project's construction is appropriated in the 2025 Parks, Recreation and Open Space Fund.

Staff recommends approval of a $26,356,920.19 total project budget, which includes a 5% owner's contingency in the amount of $1,255,091 held outside the contract by the Town for unforeseen additional expenses.

## STRATEGIC GOAL(S)

## ATTACHMENTS

None

## RECOMMENDED MOTION

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