

TOWN OF PARKER COUNCIL AGENDA

October 20, 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. 4:30 P.M. or as soon thereafter as possible – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Council Updates/Work Session - Immediately following Executive Session, if time allows.**
- D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. SPECIAL PRESENTATIONS

- **2025 Civic Academy Certificate Presentation**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. CONSENT AGENDA

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

A. *APPROVAL OF MINUTES - October 6, 2025*

B. *ORDINANCE NO. 1.665 - First Reading*

A Bill for an Ordinance Conveying Certain Real Property by Quit Claim Deed to Denver Pope Family Limited Partnership

Department: Engineering and Public Works, Chris Hudson

Second Reading: November 3, 2025

C. *ORDINANCE NO. 9.335.2 - First Reading*

A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15B Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: November 3, 2025

D. *ORDINANCE NO. 9.339.2 - First Reading*

A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23B, Project No. 108504) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Douglas County

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: November 3, 2025

E. *ORDINANCE NO. 9.394 - First Reading*

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17 Project No. 110510) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: November 3, 2025

F. *ORDINANCE NO. 9.395 - First Reading*

A Bill for an Ordinance to Approve the 23rd Judicial District Regional Internet Crimes Against Children (ICAC) Memorandum of Understanding By and Between the Town of Parker and the Regional ICAC Unit

Department: Police, Ken La Velle

Second Reading: November 3, 2025

- G. *ORDINANCE NO. 9.396 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the E-470 Public Highway Authority Regarding the Parker Road Ramp Project
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 3, 2025
- H. *ORDINANCE NO. 5.33.4 - First Reading*
A Bill for an Ordinance to Amend Section 10.06.020 of the Town of Parker Municipal Code Concerning the Adoption of the 2023 Edition of the Manual on Uniform Traffic Control Devices for Streets and Highways
Department: Engineering and Public Works, David Aden
Second Reading: November 3, 2025
- I. *RESOLUTION NO. 25-074*
A Resolution to Adopt the Town of Parker, Colorado 2025 Three-Mile Area Plan
Department: Community Development, Heather Bennett
- J. *RESOLUTION NO. 25-077*
A Resolution to Determine, Upon Recommendation of the Town Manager, That It Will Be In The Best Interest of the Town of Parker To Enter Into a Non-competitive Negotiation Proposal Process for Professional Design and Construction Drawing Services for the Salisbury Regional Park Phase Two Project
Department: Parks, Recreation and Open Space, Brett Collins
- K. *PROCLAMATION - Extra Mile Day - Christine Ott*
- L. *CONTRACTS OVER \$100,000*
1. *Agreement for Good and Services (Town Hall Elevator Modernization)*
Amount: \$152,709
Contractor: TK Elevator Corporation
Department: Engineering and Public Works, Tom Williams
2. *Agreement for Goods and Services (Recreation Center Elevator Modernization)*
Amount: \$167,253
Contractor: TK Elevator Corporation
Department: Engineering and Public Works, Tom Williams
3. *Axon Contract Add-on for Additional In-Car Video, Body Worn Cameras, and Draft One Reporting Module*
Amount: Original Contract Amount: \$2,624,423.78, Additional Amount \$456,048.40
Contractor: Axon
Department: Police, Ron Combs

4. *Professional Services Agreement—Salisbury Regional Park Construction Inspection*
Amount: \$140,600
Contractor: Alfred Benesch & Company
Department: Parks, Recreation and Open Space, Brett Collins

6. **RESOLUTIONS**

- A. **RESOLUTION NO. 25-068**
A Resolution Approving the 2026 Operating Plan and Budget for the Chambers Commercial Center Business Improvement District; and Providing Other Details Relating Thereto
Department: Finance, Chris Fiandaca
- B. **RESOLUTION NO. 25-069**
A Resolution Approving the 2026 Operating Plan and Proposed Budget for the Downtown Parker Business Improvement District; and Providing Other Details Relating Thereto
Department: Finance, Chris Fiandaca

7. **ORDINANCES**

- A. **ORDINANCE NO. 1.663 - Second Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the Parker Road Sidewalk - North Side Gap Project (Between Cottonwood Drive and Valley Hi Drive), Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et. seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Chris Hudson
- B. **ORDINANCE NO. 1.664 - Second Reading**
A Bill for an Ordinance Approving the Agreement for Professional Services to Perform a Feasibility Study for the Parker Senior Center By and Between the Town of Parker and Berry, Dunn, McNeil & Parker, LLC Regarding the Feasibility Study for the Parker Senior Center
Department: Parks, Recreation and Open Space, Mary Colton
- C. **ORDINANCE NO. 9.393 - Second Reading**
A Bill for an Ordinance Approving the Parks Funding Agreement By and Between the Town of Parker and the Douglas County Board of County Commissioners for the Salisbury Regional Park
Department: Parks, Recreation and Open Space, Mary Colton

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

October 20, 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. Review of child sexual assault laws in Colorado with recommendations for bill amendments for General Assembly 2026 legislative session. (Gramer, Jordan)

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. Eighth Amendment to Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), Amendment to the Amended and Restated Stroh/Hess Annexation Agreement (Trails at Crowfoot Property), Resolution No. 19-023, Series of 2019, and amendments thereto, and Subdivision Agreement for Tanterra Filing No. 1 (Maloney, Fussa, Williams)

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 6, 2025**

Mayor Joshua Rivero called the meeting to order at 5:58 p.m. All Councilmembers were present, except for Laura Hefta.

Town Attorney Jamie Wynn announced that there was one topic for discussion in the Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) which was the Town Manager evaluation.

EXECUTIVE SESSION

Erik Frandsen moved and Anne Barrington seconded to enter into Executive Session at 5:58 p.m. to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Brandi Wilks moved and Todd Hendreks seconded to recess the Executive Session at 6:55 p.m.

The motion carried unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

REGULAR MEETING

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

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

PUBLIC COMMENTS

Michelle Mann, Parker, spoke about business diversification in Parker on behalf of herself and Paylin LaGrange, Parker, and Bella Terrill, Parker. They encouraged the Town to focus on small, independent businesses and creative spaces in the future.

Celeste "Pluto" Tracey, Parker, and Weston Klich, Franktown, spoke about the use of plastics and the impact on the environment and behalf of themselves and classmate, Max Brown, Parker. They suggested that businesses allow customers to bring their own drink containers, use biodegradable materials, and only provide straws on request.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

SPECIAL PRESENTATION

Mayor Rivero recognized Amara Fantl for her work on behalf of the Parker Youth Commission.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - September 15, 2025 and September 22, 2025*
- B. *ORDINANCE NO. 1.663 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the Parker Road Sidewalk - North Side Gap Project (Between Cottonwood Drive and Valley Hi Drive), Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et. seq., Relating to Good Faith Negotiations
 Department: Engineering and Public Works, Chris Hudson
 Second Reading: October 20, 2025
- C. *ORDINANCE NO. 1.664 - First Reading*
A Bill for an Ordinance Approving the Agreement for Professional Services to Perform a Feasibility Study for the Parker Senior Center By and Between the Town of Parker and Berry, Dunn, McNeil & Parker, LLC Regarding the Feasibility Study for the Parker Senior Center
 Department: Parks, Recreation and Open Space, Mary Colton
 Second Reading: October 20, 2025
- D. *ORDINANCE NO. 9.393 - First Reading*
A Bill for an Ordinance Approving the Parks Funding Agreement By and Between the Town of Parker and the Douglas County Board of County Commissioners for the Salisbury Regional Park
 Department: Parks, Recreation and Open Space, Mary Colton
 Second Reading: October 20, 2025
- E. *RESOLUTION NO. 25-071*
A Resolution Accepting the Conveyance of a Drainage Easement from Colorado Lutheran High School Association, for a Portion of Lot 1, Block 1, New Horizon Subdivision Filing No. 1
 Department: Engineering and Public Works, Charles Kudlauskas
- F. *RESOLUTION NO. 25-072*
A Resolution Accepting the Conveyance of the Special Warranty Deed from HR935, LLC, for Tract DD, the Trails at Crowfoot Filing No. 1, Town of Parker, County of Douglas, State of Colorado
 Department: Parks, Recreation and Open Space - Brett Collins
- G. *RESOLUTION NO. 25-073*
A Resolution Accepting the Conveyance of a Drainage Easement from Takayama Inc. d/b/a Land of Sushi, for a Portion of Lot 4E, Crown Point Filing No. 1, Town of Parker, County of Douglas, State of Colorado
 Department: Engineering and Public Works, Charles Kudlauskas

H. RESOLUTION NO. 25-075

A Resolution to Approve the First Amendment to Employment Agreement Between the Town Council of the Town of Parker and the Town Attorney

Department: Town Council

I. PROCLAMATION - Community Planning Month

J. CONTRACTS OVER \$100,000

1. Parker Arts 2026 Summer Musical at The PACE Center Contract Award

Amount: Not to exceed \$125,000

Contractor: Veritas Production, LLC

Department: Cultural, Britni Minichino-Sikora

2. Salisbury Regional Park-CORE Contract for Electrical Service to the Park

Amount: \$295,250

Contractor: CORE Electric

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

3. Xplor Pay/Clearent Agreement

Amount: \$225,000

Contractor: Xplor Pay/Clearent

Department: Parks, Recreation and Open Space, Meagan Nakashima

4. Purchase of Equipment - Travel Time System Upgrade

Amount: \$282,422

Contractor: Iteris, Inc.

Department: Engineering and Public Works, David Aden

5. Professional Services Agreement - Parker Road Sidewalks - East Side Gaps Pine Drive to Stroh Road (CIP 23-042)

Amount: \$400,795

Contractor: Alfred Benesch & Company

Department: Engineering and Public Works, Tom Gill

6. Lincoln Avenue/Pine Drive Intersection Improvements (CIP 25-018) Final Design Services

Amount: \$167,900

Contractor: Wilson & Company

Department: Engineering and Public Works, Tom Gill

7. PACE Security Cameras & Network Video Recorders Replacement and Additions

Amount: \$109,310.29

Contractor: ESI Technologies, LLC

Department: Information Technology, Matt Lynch

Brandi Wilks moved and Anne Barrington seconded to approve Consent Agenda Items 4A through 4J.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

RESOLUTIONS

RESOLUTION NO. 25-067

A Resolution to Appoint Members to, and to Fill a Vacancy on, the Parker Youth Commission, and to Appoint a Vice-Chair

Department: Town Manager, Cheri Sullivan

The purpose of this resolution was to appoint members to the Parker Youth Commission and to appoint the Vice Chair. The resolution was amended from the one included in the packet to reflect a change in one of the appointees.

Public Comments: None.

Anne Barrington moved and Brandi Wilks seconded to approve Resolution No. 25-067 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

The motion was approved unanimously.

CONTRACTS OVER \$100,000

Parker Garage Mural

Amount: \$350,000

Contractor: Towers Painting LLC

Department: Cultural, Carrie Glassburn

This item was for approval of a contract in the amount of \$350,000 with artist, Bimmer Torres, to create a mural for the new parking garage east of the Parker Arts Cultural and Events (PACE) Center.

Public Comments: None.

Anne Barrington moved and Todd Hendreks seconded to approve the staff recommendation, 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

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 9.391 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the North Central Texas Council of Governments Concerning the Master Interlocal Purchasing Agreement

Department: Finance, Charles Ellis

Passage of this ordinance approved an intergovernmental agreement for participation in a governmental purchasing cooperative, TXShare, that will provide additional procurement contract resources to the Town for future projects.

Public Comments: None.

Erik Frandsen moved and Brandi Wilks seconded to approve Ordinance No. 9.391 on second reading.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes

The motion was approved unanimously.

B. ORDINANCE NO. 9.392 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Alliance for Innovation Concerning the Master Cooperative Purchasing Agreement

Department: Finance, Charles Ellis

Passage of this ordinance approved an intergovernmental agreement for participation in the Alliance for Innovation cooperative which will provide additional procurement resources to the Town for future projects.

Public Comments: None.

Erik Frandsen moved and Brandi Wilks seconded to approve Ordinance No. 9.392 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

C. ORDINANCE NO. 9.170.3 - Second Reading

A Bill for an Ordinance to Approve the Third Amendment to Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility By and Between South Metro Fire Rescue Fire Protection District, Douglas County School District RE.1, and the Town of Parker, Colorado

Department: Engineering and Public Works, Tom Williams

Approval of this ordinance authorized a third amendment to the intergovernmental agreement associated with the Joint Service Facility (JSF). This amendment included an allocation of operating costs associated with electrical services for one of the common areas on the JSF which would be equally split between the South Metro Fire Rescue District and the Douglas County School District. The Town will not be responsible for any additional operating costs as part of this amendment.

Public Comments: None.

Erik Frandsen moved and Brandi Wilks seconded to approve Ordinance No. 9.170.3 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

Mayor Rivero recessed the regular meeting at 8:14 p.m. so Town Council could resume the Executive Session regarding personnel matters.

The Executive Session was reconvened at 8:21 p.m.

Brandi Wilks moved and Todd Hendreks seconded to come out of Executive Session at 10:13 p.m.

The motion was approved unanimously.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 10:13 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor



Request for Town Council Action

Date: October 20, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.665 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Quit Claim Deed to Denver Pope Family Limited Partnership
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

This ordinance would release easements held on a tract in the Flatacres Marketcenter, which is located at the southeast corner of the Twenty-Mile Road and Dransfeldt Road intersection. This is a requirement of the Pope property annexation that was approved in November 2023.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On November 20, 2023, Town Council approved the Pope property annexation with the Pope Family Limited Partnership by Ordinance 2.282. That annexation document included Paragraph 14, which required that upon the completion of the Dransfeldt Road extension project's drainage pond, the Town would release any and all easements pertaining to the drainage pond located on Tract B of the Flatacres Marketcenter development plat. The Flatacres Marketcenter development is located along the south side of Twenty Mile Road to the east of the Twenty-Mile Road and Dransfeldt Road intersection. The drainage pond referenced in the annexation document was completed in the summer of 2025 as part of the Dransfeldt Road extension project. Due to the drainage pond being complete, Town staff is now moving forward with this annexation agreement commitment. Tract B was formerly needed for the storm drainage pond and outfall system for the Flatacres Marketcenter. With the Dransfeldt Road extension construction being complete, the storm drainage infrastructure necessary to support the existing Flatacres Markeplace development is in place and operational.

In order to release any and all easements located on Tract B, a quit claim deed is being proposed to be executed. An ordinance is required to approve the conveyance of property to the Denver Pope Family Limited Partnership.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.665

RECOMMENDED MOTION

I move to approve Ordinance No. 1.665 on first reading and to schedule second reading for November 3, 2025, as part of the consent agenda.

ORDINANCE NO. 1.665, Series of 2025

**TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL
PROPERTY BY QUIT CLAIM DEED TO DENVER POPE FAMILY
LIMITED PARTNERSHIP**

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Denver Pope Family Limited Partnership, (the “Property Owner”) to the extent that the Town has in interest in such property, pursuant to the annexation agreement between the Town and the Property Owner dated November 20, 2023; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Quit Claim Deed.

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 Quit Claim Deed by the Town of Parker conveying certain property to Denver Pope Family Limited Partnership, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Quit Claim Deed 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

QUIT CLAIM DEED

The Town Council of the Town of Parker, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and quitclaims to Denver Pope Family Limited Partnership, whose address is 11321 Dransfeldt Road, Parker, County of Douglas, State of Colorado, the following real property, in the County of Douglas, State of Colorado, to wit:

Tract B

**FLATACRES MARKETCENTER – FINAL PLAT
A PARCEL OF LAND LOCATED IN THE SOUTH HALF SECTION OF SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO**

with all its appurtenances.

Signed this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2025, by Joshua Rivera, Mayor, and Chris Vanderpool, Town Clerk, of the Town of Parker.

My commission expires: _____.

SEAL

Notary Public

Flatacres Marketcenter Tract B Vicinity Map





Request for Town Council Action

Date: October 20, 2025

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.335.2 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15B Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD) have identified the Cottonwood Meadows Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. To this end, the Town and MHFD have executed an intergovernmental agreement (IGA) for the design and construction of flood control improvements on Cottonwood Meadows Tributary. This ordinance proposes an amendment to this agreement, which will bring in additional funds from the MHFD to fully match Town funding on the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainage projects within the Town. This reach was originally constructed in the early 1980s and has been identified as an area of concern for stormwater quality and flood conveyance due to updates in design standards and regulations since its original construction. Due to the older design strategy, this reach has experienced aggradation or sediment accumulation over time, causing a reduction in flood conveyance and decrease in the water quality of Cherry Creek. Additionally, this drainageway is considered a Waters of the United States and, as such, any dredging or sediment removal for maintenance requires federal permitting. This project will provide locations for future sediment removal without the need for additional federal permitting. Construction of this project in conjunction with the MHFD will also enter the reach into their Maintenance Eligibility Program, which allows the Town to leverage funds from the MHFD for both routine maintenance and more intensive maintenance

activities on this reach. This IGA amendment will bring in additional funds from the MHFD to complete funding for the construction project.

FINANCIAL IMPACT

This IGA amendment commits no new funds from the Town, but allows for additional funds from the MHFD to be contributed to the project.

Previous Funding

Town of Parker: \$600,000
MHFD: \$425,000

Proposed Contributions

Town of Parker: \$0
MHFD: \$175,000

Final Funding

Town of Parker: \$600,000
MHFD: \$600,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

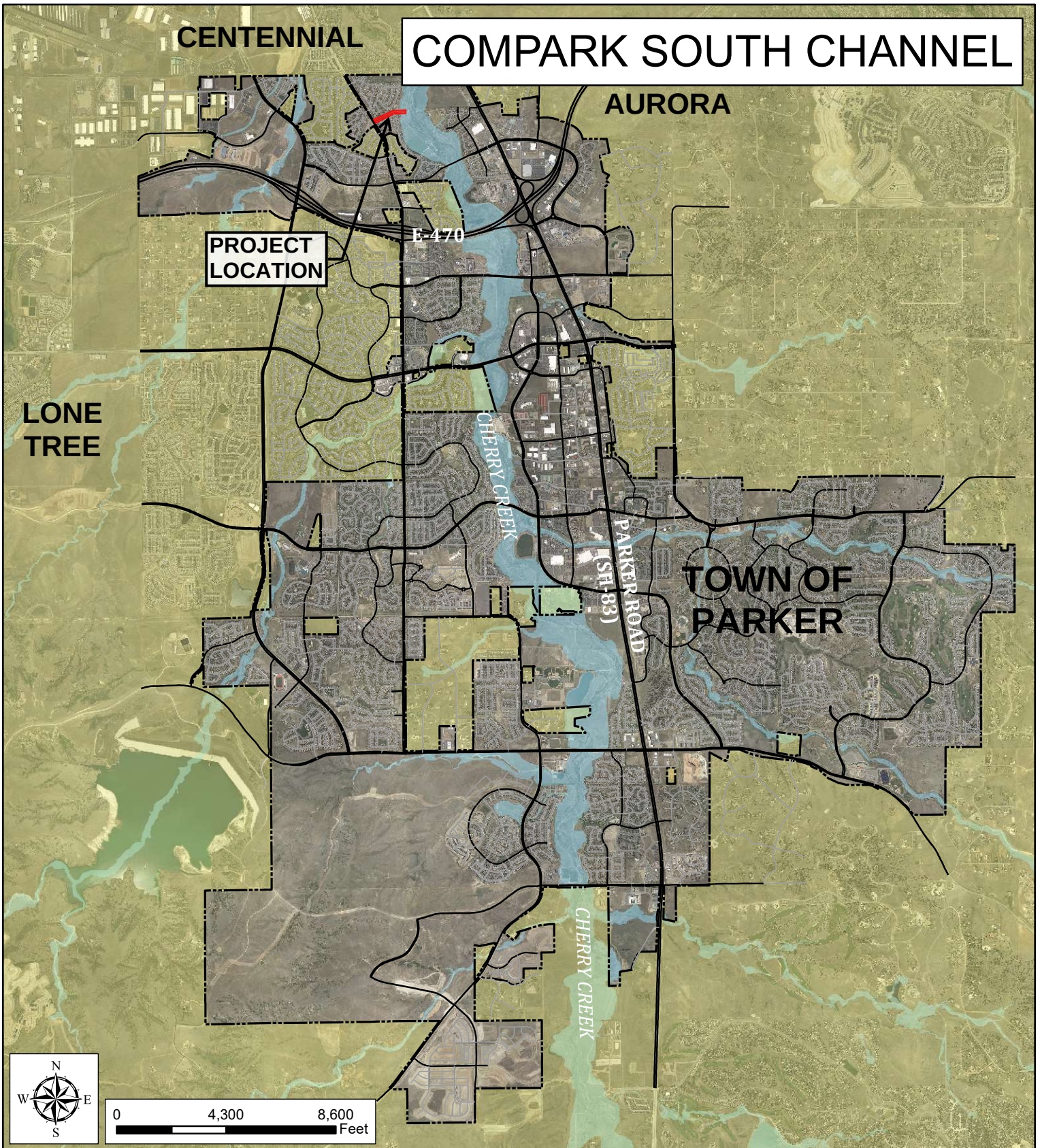
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.335.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.335.2 on first reading and to schedule second reading for November 3, 2025.

COMPARK SOUTH CHANNEL



Stormwater

- Inlet
- Inlet - by Others
- Outfall
- Outfall - by Others
- Manhole
- Manhole - by Others
- Storm Pipe
- Storm Pipe - by Others
- Culvert
- Culvert - by Others
- Channel or Swale
- Channel or Swale - by Others

- Drop or Check
- Drop or Check - by Others
- Streams
- Pond
- Pond - by Others
- Retention Pond
- Retention Pond - by Others

Other Features

- Floodway
- 100 Year Floodplain
- Riparian Conservation Zone
- Maintenance Regions
- Town Boundary

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.335.2, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE SECOND AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COTTONWOOD MEADOWS TRIBUTARY (AGREEMENT NO. 21-05.15B PROJECT NO. 108520) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. Approval of Second Amendment. The Town Council of the Town of Parker hereby approves the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15B Project No. 108520) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

SECOND AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COTTONWOOD MEADOWS TRIBUTARY TOWN OF PARKER

Agreement No. 21-05.15B
Project No. 108520

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter called "SECOND AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary" (Agreement No. 21-05.15) dated August 11, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Cottonwood Meadows Tributary (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$175,000.00; and

WHEREAS, TOWN identified stream improvements for PROJECT and have requested additional funding; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 65, Series of 2025); and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$1,200,000.00 without amendment to this AGREEMENT.

EXHIBIT 1

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1. Final Design	\$ 350,000.00	\$ 350,000.00
2. Construction *	\$ 750,000.00	\$ 675,000.00
3. Contingency	\$ 100,000.00	\$ -0-
Grand Total	\$ 1,200,000.00	\$ 1,025,000.00

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$425,000.00	\$175,000.00	\$600,000.00
TOWN	50%	\$600,000.00	\$ -0-	\$600,000.00
TOTAL	100.00%	\$1,025,000.00	\$175,000.00	\$1,200,000.00

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (TOWN - \$600,000; DISTRICT - \$600,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000, which are not committed, obligated, or disbursed, each party

EXHIBIT 1

shall be refunded proportional to the PARTY’S contribution; or, at TOWN’S request, TOWN’S share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this SECOND AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

Checked By

EXHIBIT 1

TOWN OF PARKER

Checked By

ATTEST:

By: _____
Joshua Rivero, Mayor

Date _____

Town Clerk's Office

APPROVED AS TO FORM AND SUFFIECIENCY:

Town Attorney's Office



Request for Town Council Action

Date: October 20, 2025

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.339.2 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to
Agreement Regarding Design and Construction of Drainage and Flood
Control Improvements for Newlin Gulch at Recreation Drive
(Agreement No. 21-05.23B, Project No. 108504) By and Between Urban
Drainage and Flood Control District d/b/a Mile High Flood District, the
Town of Parker, and Douglas County
Department: Engineering and Public Works, Michael
Grabczyk
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD), and Douglas County previously executed an intergovernmental agreement (IGA) to design and permit improvements to Newlin Gulch at Recreation Drive. This amendment will allow the MHFD and Douglas County to bring in additional funds to the project to complete the design phase of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, Douglas County, and the MHFD have partnered previously to design and construct several major drainageway projects within the Town. This reach is adjacent to both the Parker Recreation Center and Challenger Park and includes the existing stream crossing at Recreation Drive. The reach is prone to flooding the surrounding parks, drive aisles, and parking lots during minor storm events due to a bottleneck downstream of the roadway crossing. This bottleneck has been exacerbated as the system has aggraded over time, reducing the already limited capacity. A conceptual design was completed in 2022 in order to better inform budgeting for the project and a preliminary design was completed to begin the permitting phase. This amendment will allow the MHFD and Douglas County to bring in additional funds to complete the final design phase of the project.

FINANCIAL IMPACT

This IGA amendment commits no new funds from the Town, but allows for additional funds from the MHFD and Douglas County to be contributed to the project.

Previous Funding

Town of Parker: \$100,000
Douglas County: \$150,000
MHFD: \$250,000

Proposed Contributions

Town of Parker: \$0
Douglas County: \$150,000
MHFD: \$150,000

Final Funding

Town of Parker: \$100,000
Douglas County: \$300,000
MHFD: \$400,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.339.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.339.2 on first reading and to schedule second reading for November 3, 2025, as part of the consent agenda.

NEWLIN GULCH AT RECREATION DR.

CENTENNIAL

AURORA

MERIDIAN

LONE TREE

PROJECT
LOCATION

CHERRY CREEK

PARKER ROAD
(SH-83)

TOWN OF
PARKER

CHERRY CREEK



0 4,300 8,600 Feet

Stormwater

-  Inlet
-  Inlet - by Others
-  Outfall
-  Outfall - by Others
-  Manhole
-  Manhole - by Others
-  Storm Pipe
-  Storm Pipe - by Others
-  Culvert
-  Culvert - by Others
-  Channel or Swale
-  Channel or Swale - by Others

-  Drop or Check
-  Drop or Check - by Others
-  Streams
-  Pond
-  Pond - by Others
-  Retention Pond
-  Retention Pond - by Others

Other Features

-  Floodway
-  100 Year Floodplain
-  Riparian Conservation Zone
-  Maintenance Regions
-  Town Boundary

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.339.2, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE SECOND AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE (AGREEMENT NO. 21-05.23B, PROJECT NO. 108504) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, THE TOWN OF PARKER, AND DOUGLAS COUNTY

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

Section 1. Approval of Second Amendment. The Town Council of the Town of Parker hereby approves the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23B Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

SECOND AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE

Agreement No. 21-05.23B
Project No. 108504

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter called "SECOND AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"); TOWN OF PARKER (hereinafter called "TOWN"); and DOUGLAS COUNTY (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive" (Agreement No. 21-05.23) dated October 4, 2021, as amended, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with ongoing design and construction of drainage and flood control improvements for Newlin Gulch at Recreation Drive (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$300,000.00; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2025); and

WHEREAS, the TOWN Council of TOWN, the County Commissioners of COUNTY, and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$800,000.00 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

EXHIBIT 1

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1.	Final Design	\$ 500,000.00	\$ 400,000.00
2.	Construction*	\$ 300,000.00	\$ 100,000.00
3.	Contingency	\$ -0-	\$ -0-
	Grand Total	\$ 800,000.00	\$ 500,000.00

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$250,000.00	\$150,000.00	\$400,000.00
TOWN	12.50%	\$100,000.00	-0-	\$100,000.00
COUNTY	37.50%	\$150,000.00	\$150,000.00	\$300,000.00
TOTAL	100.00%	\$500,000.00	\$300,000.00	\$800,000.00

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (TOWN - \$100,000.00; COUNTY - \$300,000.00; DISTRICT - \$400,000.00) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN and COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be

EXHIBIT 1

accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000, which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN or COUNTY request, TOWN or COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this SECOND AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

Checked By

EXHIBIT 1

TOWN OF PARKER

ATTEST:

By: _____
Joshua Rivero, Mayor

Date _____

Town Clerk's Office

APPROVED AS TO FORM AND SUFFIECIENCY:

Town Attorney's Office

EXHIBIT 1

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

ATTEST:

By: _____
Chair

Date _____

Deputy Clerk to the Board

APPROVED AS TO CONTENT:

County Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL CONTENT:

Director of Finance



Request for Town Council Action

Date: October 20, 2025

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.394 - First Reading**
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17 Project No. 110510) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD) have identified Cherry Creek at Mainstreet as a reach of major drainageway requiring repair and rehabilitation to support existing and future Town growth. The Town and MHFD intend to partner in funding and managing the design and construction of the improvements by executing an intergovernmental agreement (IGA).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainage projects within the Cherry Creek corridor. This reach has been identified as unstable with various locations of bank erosion, undefined flow paths, and frequent impacts to trail service. This IGA will combine funding from both the Town and MHFD to begin conceptual design on the overall project reach which spans approximately 6,000 linear feet.

Due to the large project size relative to funding sources, it is anticipated that the project will be built in phases which are approximately identified in the project location map. A conceptual design and final design on the first prioritized reach will take place through 2026.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2025 budget approved by Town Council. The 2025 contributions will fund conceptual and some of final design of the project. The Town, MHFD, and possibly the Cherry Creek Basin Water Quality Authority will provide additional funding in 2026 as necessary to meet the estimated construction costs determined during design.

IGA Funding

Town of Parker: \$100,000

MHFD: \$100,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

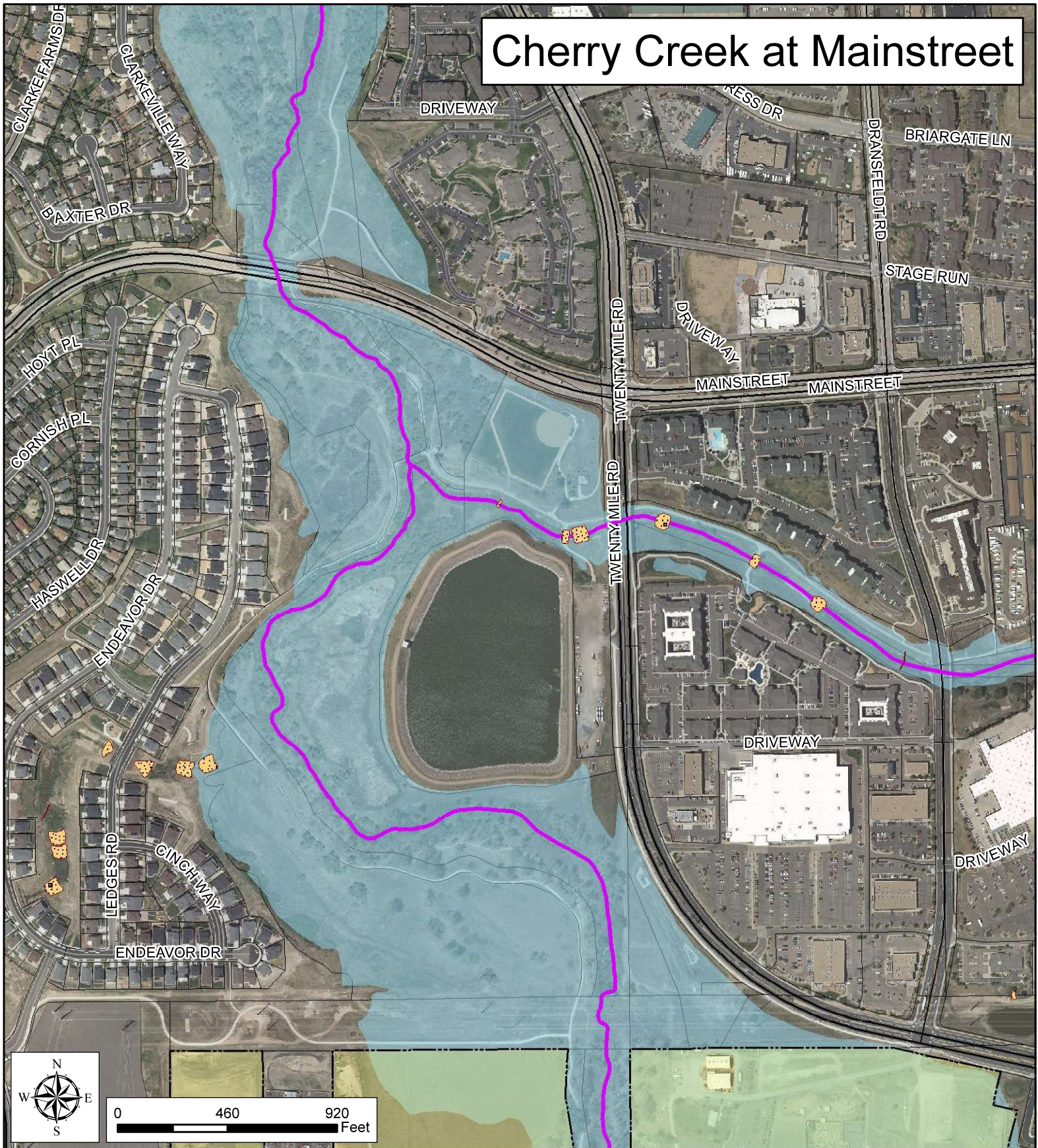
ATTACHMENTS

1. Location Map - Cherry Creek at Mainstreet
2. Ordinance No. 9.394

RECOMMENDED MOTION

I move to approve Ordinance No. 9.394 on first reading and to schedule second reading for November 3, 2025, as part of the consent agenda.

Cherry Creek at Mainstreet



Stormwater

- | | | |
|---------------------|------------------------------|----------------------------|
| Inlet | Storm Pipe | Drop or Check |
| Inlet - by Others | Storm Pipe - by Others | Drop or Check - by Others |
| Outfall | Culvert | Streams |
| Outfall - by Others | Culvert - by Others | Pond |
| Manhole | Channel or Swale | Pond - by Others |
| Manhole - by Others | Channel or Swale - by Others | Retention Pond |
| | | Retention Pond - by Others |

Other Features

- | |
|----------------------------|
| Floodway |
| 100 Year Floodplain |
| Riparian Conservation Zone |
| Maintenance Regions |
| Town Boundary |

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.394, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT MAINSTREET (AGREEMENT NO. 25-08.17 PROJECT NO. 110510) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. Approval of Agreement. The Town Council of the Town of Parker hereby approves the Agreement Concerning Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17 Project No. 110510) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT MAINSTREET

Agreement No. 25-08.17
Project No. 110510

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "PROJECT SPONSOR") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Cherry Creek Corridor – Reservoir to Scott Road Major Drainageway Planning Preliminary Design Report" by URS Corp, dated January 2004 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Cherry Creek at Mainstreet (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 81, Series of 2024) for drainage and flood control facilities in which PROJECT was included in the 2025 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2025 subsequent to public hearing (Resolution No. 79, Series of 2024) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 60, Series of 2025); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

Part 1

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

EXHIBIT 1

extend upstream of Mainstreet as shown on Exhibit A, attached hereto and incorporated by this reference.

- B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$200,000.00 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 200,000.00
2. Construction*	\$ -0-
3. Contingency	\$ -0-
Grand Total	\$ 200,000.00

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various PROJECT elements without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$100,000.00
TOWN	50%	\$100,000.00
TOTAL	100%	\$200,000.00

1.05 MANAGEMENT OF FINANCES

EXHIBIT 1

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN - \$100,000.00; DISTRICT - \$100,000.00) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide accounting of PROJECT funds as well as a notification to PROJECT SPONSOR of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 2.06).

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

1.06 FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 2.06 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of PROJECT SPONSOR. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications; and
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to PROJECT SPONSOR.

1.07 MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 1.04 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of PROJECT SPONSOR, shall administer and coordinate the construction-related work as provided herein.

EXHIBIT 1

2. DISTRICT, with concurrence of PROJECT SPONSOR, shall select and award construction contract(s).
 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes PROJECT SPONSOR. The contractor shall be required to indemnify, defend, and hold harmless PROJECT SPONSOR. Copies of the insurance coverage shall be provided to PROJECT SPONSOR upon request.
 4. DISTRICT, with assistance of PROJECT SPONSOR, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of PROJECT SPONSOR, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to PROJECT SPONSOR on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 5. DISTRICT, with concurrence of PROJECT SPONSOR, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all reasonable times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of PROJECT SPONSOR, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents
 10. DISTRICT shall provide PROJECT SPONSOR a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

1.08 RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT

EXHIBIT 1

SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to PROJECT SPONSOR.

1.09 PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR. In any event DISTRICT shall have no responsibility for a public relations program but shall assist PROJECT SPONSOR as needed and appropriate.

1.10 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

Part 2

2.01 OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that, if PROJECT SPONSOR owns the property on which PROJECT is constructed either in fee or non-revocable easement, PROJECT SPONSOR shall be responsible for same including but not limited to fully complying with the remaining provisions of this Paragraph 2.01. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PROJECT SPONSOR may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PROJECT SPONSOR disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PROJECT SPONSOR has not obtained the written approval of DISTRICT prior to such action, PROJECT SPONSOR shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, PROJECT

EXHIBIT 1

SPONSOR shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PROJECT SPONSOR has taken reasonable action to stop those actions. In the event PROJECT SPONSOR breaches the terms and provisions of this Paragraph 2.01 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PROJECT SPONSOR for specific performance of this portion of the Agreement.

2.02 MAINTENANCE

PARTIES agree that PROJECT SPONSOR shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at PROJECT SPONSOR's request, shall assist PROJECT SPONSOR with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to PROJECT SPONSOR, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

2.03 FLOODPLAIN REGULATION

PROJECT SPONSOR agrees to regulate and control the floodplain of Cherry Creek at Mainstreet within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that PROJECT SPONSOR cannot obligate itself by contract to exercise its police powers. If PROJECT SPONSOR fails to regulate the floodplain of Cherry Creek at Mainstreet within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and PROJECT SPONSOR shall cooperate fully.

2.04 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein, except for Paragraph 2.01. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, Paragraph 2.02.

MAINTENANCE, and Paragraph 2.03. FLOODPLAIN REGULATION,

2.05 LIABILITY

EXHIBIT 1

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.06 CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be Public Works and Engineering Director, 20120 E. Mainstreet Parker CO 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Avenue, Lakewood, Colorado 80228.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARTIES are impacted by the amendment and ensure that such PARTIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.07 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.08 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.09 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

2.10 ASSIGNABILITY

EXHIBIT 1

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.11 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.12 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.13 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.15 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES.

2.16 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.17 GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.18 INTENT OF AGREEMENT

EXHIBIT 1

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

Checked By

EXHIBIT 1

Checked By

TOWN OF PARKER

ATTEST:

By: _____
Joshua Rivero, Mayor

Date _____

Town Clerk's Office

APPROVED AS TO FORM AND SUFFIECIENCY:

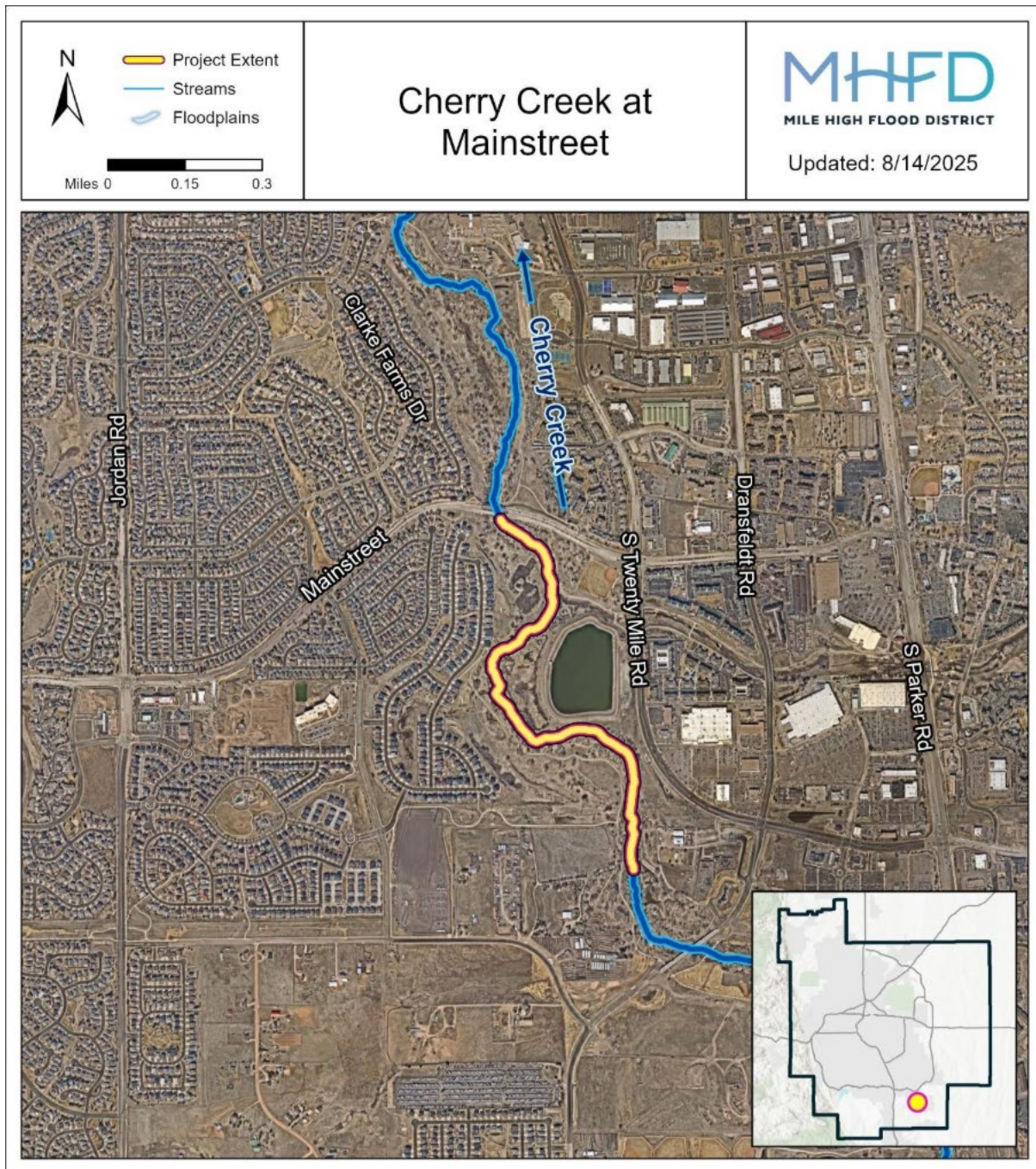
Town Attorney's Office

EXHIBIT 1

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT MAINSTREET

Agreement No. 25-08.17

Exhibit A





Request for Town Council Action

Date: October 20, 2025

Submitted By: Ken La Velle, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.395 - First Reading**
A Bill for an Ordinance to Approve the 23rd Judicial District Regional Internet Crimes Against Children (ICAC) Memorandum of Understanding By and Between the Town of Parker and the Regional ICAC Unit
Department: Police, Ken La Velle
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

This ordinance, if approved, will authorize the Town's participation in the 23rd Judicial District Regional Internet Crimes Against Children (ICAC) Memorandum of Understanding (MOU) between the Town of Parker and the Regional ICAC Unit.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This MOU formalizes the agreement among the Douglas County Sheriff's Office, Parker Police Department, Lone Tree Police Department, Castle Rock Police Department, Elbert County Sheriff's Office, Elizabeth Police Department, Lincoln County Sheriff's Office, Limon Police Department, and the Office of the District Attorney for the 23rd Judicial District to participate in the ICAC Unit. The purpose of this multi-agency unit is to investigate, disrupt, and prosecute individuals engaged in technology-facilitated crimes against children within Colorado's 23rd Judicial District. Since the majority of the parties to the MOU are having their chief law enforcement officer execute the agreement, the ordinance also delegates authority to the Town of Parker Chief of Police to execute this agreement on behalf of the Town, in addition to approving the MOU.

FINANCIAL IMPACT

The financial impact will be the cost of the detective's salary that will be assigned to the unit and one laptop.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance 9.395

RECOMMENDED MOTION

I move to approve Ordinance No. 9.395 on first reading and to schedule second reading for November 3, 2025, as part of the consent agenda.

ORDINANCE NO. 9.395, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE 23RD JUDICIAL DISTRICT REGIONAL INTERNET CRIMES AGAINST CHILDREN (ICAC) MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF PARKER AND THE REGIONAL ICAC UNIT

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

Section 1. Approval of Agreement. The Town Council of the Town of Parker hereby approves the 23rd Judicial District Regional Internet Crimes Against Children Memorandum of Understanding by and between the Town of Parker and the Regional Internet Crimes Against Children Unit which is attached hereto as **Exhibit 1** and incorporated herein by this reference. The Town Council authorizes the Mayor of the Town to sign this Ordinance approving the Agreement on behalf of the Town and authorizes the Chief of Police for the Town to sign the Memorandum of Understanding 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



23rd Judicial District Regional ICAC Unit

MEMORANDUM OF UNDERSTANDING

(August 2025)

**23RD JUDICIAL DISTRICT
REGIONAL INTERNET CRIMES AGAINST CHILDREN UNIT**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is being executed by the below-listed agencies in connection with the 23rd Judicial District Regional Internet Crimes Against Children (ICAC) Unit. This MOU formalizes the participation of the below-listed agencies in the Regional ICAC Unit, which was established August 2025

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

- Douglas County Sheriff's Office (DCSO)
- Parker Police Department (PPD)
- Lone Tree Police Department (LTPD)
- Castle Rock Police Department (CRPD)
- Elbert County Sheriff's Office (ECSO)
- Elizabeth Police Department (EPD)
- Lincoln County Sheriff's Office (LCSO)
- Limon Police Department (LPD)
- Office of the District Attorney for the 23rd Judicial District (DA)

1. PURPOSE:

This Memorandum of Understanding (MOU) formalizes the agreement among the Douglas County Sheriff's Office (DCSO), Parker Police Department (PPD), Lone Tree Police Department (LTPD), Castle Rock Police Department (CRPD), Elbert County Sheriff's Office (ECSO), Elizabeth Police Department (EPD), Lincoln County Sheriff's Office (LCSO), Limon Police Department (LPD), and the Office of the District Attorney for the 23rd Judicial District (DA) to participate in the Regional Internet Crimes Against Children (ICAC) Unit. The purpose of this multi-agency unit is to investigate, disrupt, and prosecute individuals engaged in technology-facilitated crimes against children within Colorado's 23rd Judicial District.

2. MISSION:

The mission of the Regional ICAC Unit is to protect children from exploitation facilitated through digital technology. The Unit is committed to identifying, apprehending, and prosecuting offenders, with priority given to investigating tips from the National Center for Missing and Exploited Children (NCMEC). Through proactive operations and thorough investigations of exploitation and ICAC-related offenses, the Unit strives to safeguard children and bring perpetrators to justice.

3. UNIT COMPOSITION:

The Sheriff will deputize each ICAC officer assigned for jurisdictional purposes only (non-

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

Participating agencies agree to assign at least one (1) detective on a full-time basis to the ICAC Unit. These detectives, who must be certified law enforcement officers with strong investigative skills, will report to the designated supervisor and operate out of a location mutually agreed upon by participating agencies. A minimum three-year assignment is strongly encouraged to ensure continuity and specialized expertise.

4. SUPERVISION:

The ICAC Unit will be directly supervised by a Sergeant of the DCSO Special Victims Unit (SVU) henceforth identified as the "first-line supervisor" and shall operate under the command of the DCSO's Major Crimes Commander. The Commander will be henceforth identified as the Major Crimes Commander, ICAC Commander. The first-line supervisor will be assigned by the Command Staff of DCSO. The first-line supervisor shall hold the rank of Sergeant and have administrative and operational authority of the ICAC in the absence of the ICAC Commander. The ICAC Sergeant(s) and, if assigned, Corporal will supervise the operational aspects of day-to-day operations.

In the event the Major Crimes Commander is unavailable, the Special Investigations Commander will assume responsibility for managing the team. This ensures continuous leadership coverage and eliminates any ambiguity regarding command authority.

5. COMMANDER:

The ICAC Commander will be assigned by the DCSO Command. This position shall hold the rank of Commander or above and have administrative and operational authority over ICAC.

The ICAC Commander will maintain a cohesive communication network between Command Staffs of the DCSO, PPD, LTPD, CRPD, ECSO, EPD, LCSO, LPD and DA offices.

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

6. ICAC OFFICERS:

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

Any agency who cannot assign a full-time officer to the ICAC Unit but supports the mission of ICAC by providing support and/or funding and is a signatory to the ICAC Memorandum of Understanding (MOU) will be considered a contributing agency as defined on page 7; section 15.

7. SCHEDULE WORK HOURS:

The normal work hours of ICAC detectives will be a four-day work week at a minimum of ten hours per shift. The weekly schedule will be at the discretion of the first-line supervisor and/or ICAC Commander and is subject to change per the needs, events, or circumstances that the ICAC Unit is involved or assigned. There will be no on-call schedule assigned to this unit. Adjustments may be made for planned operations, subject to supervisor approval. However, flexibility in work hours may be required for pre-planned surveillance, sting operations, or other time-sensitive investigations related to the online exploitation of children.

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

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

8. EQUIPMENT:

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

- Authorized weapons
- Handcuffs
- Body armor
- Police radio (compatible with the system utilized by DCSO)
- Vehicle*
- Tactical clothing or outerwear for operations
- Smartphone
- Laptop computer
- Body worn camera

9. VEHICLES:

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

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

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

All participating agencies agree to carry the following insurance coverage:

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

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

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

10. TRAINING AND TRAVEL:

All travel on behalf of the ICAC Unit will be approved by the participating agency command staff or designee and will not be the responsibility/authority of the ICAC Unit first-line supervisor or the ICAC Unit Commander. All Per Diem, lodging and other miscellaneous expenses shall be the responsibility of each individual participating in the travel.

11. ICAC COMPLIANCE AND FEDERAL STANDARDS

The Regional ICAC Unit will comply with all requirements of the DOJ Office of Juvenile Justice and Delinquency Prevention (OJJDP), as a participating agency under the Colorado ICAC Task Force. These include:

- Executing and maintaining a valid ICAC Memorandum of Understanding with Special Condition 19 acknowledgment.
- Ensuring all personnel complete the ICAC Suitability Questionnaire.
- Submitting monthly case statistics and activity reports through the Colorado ICAC Data System.
- Cooperating with any audits, site visits, and grant monitoring conducted by OJJDP or the Colorado ICAC Task Force.

12. FUNDING

The Regional ICAC Unit will be funded through:

- Financial contributions from participating or contributing agencies; and
- ICAC-specific grant funds awarded through DOJ/OJJDP or the Colorado ICAC Task Force.

13. POLICY AND PROCEDURES:

The ICAC Unit and participating agencies recognize that there is a danger inherent in the inconsistent application of policies and procedures pertaining to use of firearms or other high-risk activities. Each participating officer or deputy shall adhere to the Policy & Procedures of their home agencies, including but not limited to, use of firearms, use of force, vehicle pursuit policies, and the mandatory training and qualification courses for the use of firearms by their home agencies. Each participating officer from PPD, CRPD, LTPD, ECSO, EPD, LCSO, LPD and/or DA will receive a commission as a Deputy from the

Sheriff of the DCSO. The officer(s) will be sworn in by the Sheriff prior to starting their assignment with the ICAC Unit, which will include full authority to enforce all state and local laws and ordinances within Douglas County. Officers receiving this commission will have this authority only while serving in their official capacity with the ICAC Unit and their commission will expire immediately upon their removal from the ICAC Unit or their individual department's withdrawal from the ICAC Unit.

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

Where operations are conducted jointly, personnel shall also adhere to applicable Colorado ICAC Task Force protocols and federal requirements.

14. PARTICIPATING AGENCY:

A "participating agency" is any law enforcement agency within Douglas County, Elbert County and Lincoln County that provides an officer or deputy on a full-time/part-time basis to the ICAC Unit and is a signatory to the Regional ICAC Unit Memorandum of Understanding (MOU). In addition to investigation of ICAC Data System (IDS) tips, each participating agency shall have ICAC Unit services of digital forensics, on-line covert investigations, and investigation of other exploitation/ICAC related offense.

15. CONTRIBUTING AGENCY:

A "contributing agency" is any law enforcement agency that provides only funding or investigative resources to the ICAC Unit and is a signatory to the Regional ICAC Unit Memorandum of Understanding (MOU). Each contributing agency may request ICAC Unit services on investigation of ICAC Data System (IDS) tips, each participating agency shall have ICAC Unit services of digital forensics, on-line covert investigations, and investigation of other exploitation/ICAC related offenses.

These services may be provided to a contributing agency by the ICAC Unit as resources are available.

16. RECORDS/MEDIA INFORMATION:

Each participating agency retains responsibility for reports generated by its assigned personnel. All reports will be documented using the home agency's case number. ICAC data will be entered into the designated ICAC system and shared with supervisory personnel as required.

A. RECORDS:

Officers of the ICAC Unit will comply with intelligence sharing protocols and mandates of CCIC/NCIC, CLEIN, RMIN, 28 CFR, Deconfliction (Watch Center), Colorado ICAC and other entities. All incident/offense reports and criminal investigations assigned to SVU, will maintain the originating agency case number. Any additional reports, felony filings, progress reports and or documentation connected to the original CR number will be forwarded to that agency for retention. The ICAC Unit will not be the records keeper for the participating or contributing agencies. In the event of evidence retention and or testing by DCSO Crime Lab, a DCSO case number shall be pulled and attached to the original case, in order to enter the evidence into the DCSO evidence retention data base (Beast System). All narcotic or suspected illegal drug evidence requiring forensic testing by the DCSO Crime Lab, or evidence retained in the DCSO Ev-Tech building or Impound Yard, shall require a DCSO number. All digital evidence requiring forensic analysis by the Rocky Mountain Regional Computer Forensics Lab (RMRCFL), or digital evidence retained in the DCSO Ev-Tech building or DCSO maintained cloud storage (Evidence.com), shall require a DCSO case number if the unit member is not from an agency contributing to RMRFL.

B. MEDIA INFORMATION RELEASE POLICY:

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

C. EXAMINATION OF RECORDS:

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

D. CONFIDENTIAL INFORMATION; OPEN RECORDS:

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

E. EVIDENCE RETENTION:

Any evidence seized by the ICAC Unit may be maintained in the originating jurisdiction within Douglas County where the crime occurred. Evidence involving cases not within Unincorporated Douglas County, but within the jurisdictions of PPD, CRPD, LTPD, ECSO, EPD, LCSO, LPD may be retained at the DCSO Evidence Section with the approval of the first-line supervisor and/or the ICAC Unit Commander. All illegal narcotics and or drugs that are submitted to the DCSO Crime Lab for testing by the CSI Chemist shall be retained at the DCSO Evidence Section for the duration of the investigation. All evidence retained at DCSO will be packaged, documented, and stored in compliance with DCSO policies and SOPs.

17. TERMINATION OF PARTICIPATION:

Participation in the ICAC Unit by a participating or contributing agency shall continue until termination of such participation is formally announced in written form. Member agencies agree that such written notice shall be provided to the ICAC Unit, (30) thirty days prior to the termination of participation. This MOU will remain in effect until terminated by the Chiefs of Parker, Lone Tree, Castle Rock, Elizabeth, Limon Police Departments, the Sheriffs of Douglas, Elbert and Lincoln County, and the District Attorney for the 23rd Judicial District.

It is understood that the termination of this agreement by any one of the participating or contributing agencies will have no effect on the agreement between the other agencies. In the event a participating or contributing agency ends its active participation in the ICAC Unit, all unit assets either titled, stored, or housed at that agency will be returned to the ICAC Unit. An agency leaving the ICAC Unit shall have no claim to existing ICAC Unit assets regardless of that agency's level of participation or contribution.

18. GENERAL PROVISIONS AND REVIEW:

- A. Signatories to this MOU shall include executive representatives of the participating law enforcement agencies, who have been given signatory privilege by their respective elected body. Provided, however, that each participating or contributing agency shall follow its own internal requirements to execute this MOU, including, without limitation, approval by the governing body of such agency.
- B. This MOU shall become effective from the date that it has been signed by all participating entities.
- C. In the first quarter of each calendar year the signatories agree to conduct an annual review of the results and consequences of their cooperation under this MOU and, when appropriate, consider the need for improvements in their cooperation and make suitable proposals for modifying and updating the arrangements and scope of this MOU.
- D. No amendment to this MOU shall enter into force until all participating entities have signed it, and any such amendment shall enter into force on the date that the last signature has been obtained.

19. MUTUAL BENEFITS TO PARTIES; CONSIDERATION:

Consideration for this MOU shall be non-monetary and shall consist of cost savings, enhanced operational efficiency and other mutual benefits to the parties and enhanced public safety and improved law enforcement activity within the 23rd Judicial District through the cooperative efforts of the agencies under this MOU.

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

20. STATUS OF AGENCIES:

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

21. WHEN RIGHTS AND REMEDIES NOT WAIVED:

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

22. GOVERNING LAW:

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

23. ASSIGNMENTS AND SUBCONTRACTING:

None of the agencies is obligated or liable under this MOU to any party other than the other agencies to the MOU. Each agency understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this MOU except upon prior written consent and approval of the other agencies, and in the event any

such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the agencies and such assignee or subcontractor, and each agency herein named shall remain fully responsible to the other agencies according to the terms of this MOU.

24. INSURANCE:

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

25. LIABILITY:

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

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

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

26. NOTHIRD-PARTY BENEFICIARY:

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

27. PARAGRAPH HEADINGS:

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

28. SEVERABILITY:

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

29. AGREEMENT AS COMPLETE INTEGRATION -AMENDMENTS:

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

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

30. LEGAL AUTHORITY:

- A. Each Agency assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this MOU.
- B. This MOU has been executed by the Executive Officer of each agency, or such individual who has authority to execute this MOU on behalf of the agency, who hereby warrants and guarantees that he or she or they have been fully authorized by the agency to execute this MOU on behalf of their agency and to bind the agency validly and legally to all the terms, performances and provisions herein set forth.
- C. Each Agency shall have the right, at its option, to either temporarily suspend or permanently terminate this MOU, if there is a dispute as to the legal authority of either any other agency or the person signing the MOU on behalf of such agency to enter into this MOU.

31. COUNTERPARTS OF THIS AGREEMENT:

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

SIGNATORIES:

**DOUGLAS COUNTY SHERIFF'S
OFFICE**

By: _____
Darren Weekly, Sheriff

Date: _____

TOWN OF PARKER

By: _____
Jim Tsurapas, Chief of Police

Date: _____

CASTLE ROCK POLICE DEPARTMENT

By: _____
Jack Cauley, Chief

Date: _____

ELBERT COUNTY SHERIFF'S OFFICE

By: _____
Tim Norton, Sheriff

Date: _____

LONE TREE POLICE DEPARTMENT

By: _____
Kirk Wilson, Chief

Date: _____

ELIZABETH POLICE DEPARTMENT

By: _____
Jeffery Engel, Chief

Date: _____

**LINCOLN COUNTY SHERIFF'S
OFFICE**

By: _____
Tom Nestor, Sheriff

Date: _____

**OFFICE OF THE DISTRICT ATTORNEY
FOR THE 23RD JUDICIAL DISTRICT**

By: _____
George Brauchler, District Attorney

Date: _____

LIMON POLICE DEPARTMENT

By: _____
Lynn Yowell, Chief

Date: _____



Request for Town Council Action

Date: October 20, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.396 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Town of Parker and the E-470 Public Highway
Authority Regarding the Parker Road Ramp Project
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the intergovernmental agreement (IGA) with the E-470 Public Highway Authority for partial construction funding associated with mobility improvements at the E-470/Parker Road off-ramp. This IGA is needed to formalize negotiations and jointly fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The 2019 Parker Road Corridor Plan identified a need for completing operational improvements on the section of Parker Road between E-470 and Lincoln Avenue. This work includes proposed mobility improvements from eastbound/northbound E-470 to Parker Road off-ramp.

Additionally, a connection from the off-ramp to southbound Twenty Mile Road was identified as a transportation priority. These mobility improvements will provide alternative routes for traffic in this area to provide some reduction in traffic on Parker Road south of E-470. Due to proposed improvements being located on E-470's right-of-way, coordination with E-470 staff did occur in 2019 regarding potential partnership for the improvements.

In 2019, the Town engaged a design consultant to complete the conceptual/preliminary design of the improvements, which concluded in mid-2020. Due to funding cuts caused by the COVID-19 pandemic, neither the design nor potential partnering opportunities for the improvements were advanced further. Since 2020, the Town and E-470 staff have continued having reoccurring discussions about this project, which resulted in renewed interest in 2024 and the Town requesting a construction funding commitment via a letter in November 2024. E-470 is currently working on its 2026 budget and is working to appropriate \$2 million in construction funding for this project.

To formalize this arrangement, an IGA is being proposed, and an ordinance is needed for approval. The Town will be responsible for handling the design effort with review/input being provided to E-470 during the process. The Town will be responsible for handling the bidding/construction, but E-470 will be involved with permitting and given the opportunity to review the chosen bid. E-470's construction funding will be remitted within 30-days of the date the Town notifies E-470 of the anticipated award of the construction contract but will be returned if the construction contract is not awarded by December 31, 2030. Maintenance of the improvements is not included in this IGA but will be determined as the design advances and will be incorporated into a future separate IGA amendment.

FINANCIAL IMPACT

Two million dollars in matching funds has been requested as part of the Town's 2026 budget.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

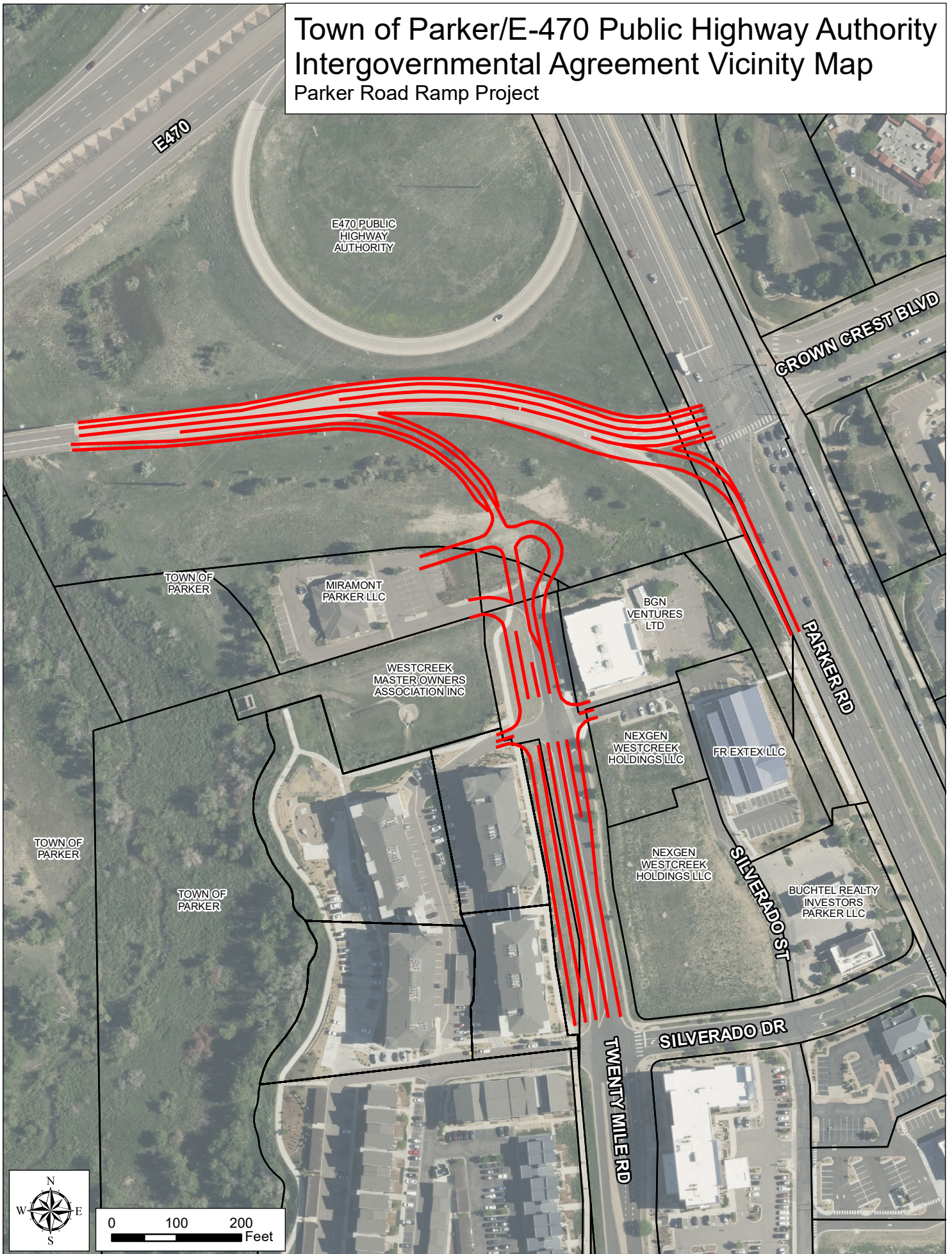
1. Vicinity Map-Improvements E470 to Parker Rd
2. Ordinance No. 9.396

RECOMMENDED MOTION

I move to approve Ordinance No. 9.396 on first reading and to schedule second reading for November 3, 2025, as part of the consent agenda.

Town of Parker/E-470 Public Highway Authority Intergovernmental Agreement Vicinity Map

Parker Road Ramp Project



ORDINANCE NO. 9.396, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND E-470 PUBLIC HIGHWAY AUTHORITY REGARDING THE PARKER ROAD RAMP PROJECT

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

Section 1. Approval of Agreement. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and E-470 Public Authority regarding the Parker Road ramp project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE E-470 PUBLIC HIGHWAY AUTHORITY REGARDING THE PARKER ROAD RAMP PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into _____ (the “Effective Date”), by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and the E-470 Public Highway Authority (the “Authority”), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Town is a municipal corporation organized and existing as a home rule town under Article XX of the Colorado Constitution and the Home Rule Charter of the Town; and

WHEREAS, the Authority was created and organized pursuant to Sections 43-4-501 *et seq.*, C.R.S. (the “Act”) for the purpose of financing, constructing, operating, and/or maintaining the E-470 Public Highway (“E-470”), and in this regard to carry out all or any part of those functions or activities permitted by the Act and the Authority’s establishing contract; and

WHEREAS, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the Parties are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

WHEREAS, on November 27, 2024, the Town requested that the Authority provide a Two Million Dollar (\$2,000,000.00) monetary contribution to the Town’s design, construction, maintenance, and operation of a new southbound E-470 ramp to Twenty Mile Road (“Twenty Mile Road”) and reconfiguration of the northbound E-470 ramp to Parker Road (“Parker Road”) as generally depicted in Exhibit A attached hereto and incorporated herein by this reference (the “Project”); and

WHEREAS, the Authority has determined that the Parties and their residents, taxpayers, and customers will jointly benefit from the increased safety derived from the design, construction, maintenance, and operation of the Project ; and

WHEREAS, the Authority is willing to contribute the sum of Two Million Dollars (\$2,000,000.00) (the “Authority Funds”) to the Project pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. TOWN RESPONSIBILITY FOR PROJECT DESIGN AND CONSTRUCTION.

A. Design. Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, the Town will provide all design services for the Project culminating in the final design ("Final Design"). The Authority shall be afforded the opportunity to review and comment on the design during development of the Final Design at the thirty percent (30%), sixty percent (60%) and ninety percent (90%) stages of completion, as well upon full completion of the Final Design. The Authority shall have fifteen (15) days from the date the review is provided to the Authority by the Town to review the Final Design at each such stage and to offer comments. If redesign and re-engineering specifications become necessary after construction of the Project has begun, the Town shall provide the Authority with said specifications for review and acceptance as provided above. The Town will consider all comments and will cooperate to cure any such objections but will retain final approval authority regarding the Final Design and any changes. The Parties hereby acknowledge and agree that the Authority's review, acceptance, and/or request for revisions to the Final Design shall not create any liability for the Authority.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, the Town will perform or cause to be performed all work effort required to construct the Project in accordance with the Final Design, including, but not limited to, obtaining all necessary permits (including from the Authority), consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations (the "Construction Work") and will contract with one or more qualified and experienced contractors to perform the Construction Work (the "Construction Contract"). The Authority will be given the opportunity to review the bid chosen for award of the Construction Contract in order to confirm the qualifications of the chosen bidder.

C. Procurement & Contract Standards. The Town will procure the contracts for the design, construction, and, if necessary, construction management for the Project in accordance with the Town's laws and policies regarding soliciting, selecting, contracting, and administering contracts with any consultant or contractor. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and the Town shall ensure that the design and construction of the Project are performed in a workmanlike manner. Acknowledging that the Town may design and construct the Project as a part of a larger project, the Town shall have full control over all aspects of the management, advertisement, contracting, and construction of the Project except as otherwise provided in this Agreement. In addition to all E-470 permitting requirements, the Town shall ensure that the Authority is named as an additional insured under all contracts related to the Project and that the contractors maintain insurance pursuant to the Town's standard insurance requirements. The Town agrees the Authority has the right to request and receive a certified copy of any such insurance policy and any endorsement thereto.

D. Project Administration; Modifications. The Town will perform or cause to be performed all Project administration and management functions required for the Project. The Town will apprise the Authority of the status of the Project throughout the work. The Authority will not direct the Town's contractor or the work in any manner; provided, however, the Authority may comment on the Final Design pursuant to Section 1.A above, coordinate with the Town regarding operation and maintenance pursuant to Section 4 below, and require all work comply with E-470 permitting requirements.

2. AUTHORITY FUNDS TERMS.

A. Timing of Payment. The Authority will remit the Authority Funds to the Town within 30 days of the date the Town provides a written request to the Authority for such funds in anticipation of the Town's award of the Construction Contract for the Project.

B. Limitations on Authority Funds.

- i. *One Time Contribution.* The Authority Funds are being made as a one-time contribution.
- ii. *No Additional Contributions.* Increases in Project cost regardless of cause (including but not limited to Project delays or inflationary conditions) shall be borne solely by the Town. Project cost increases shall not result in additional funding being provided to the Town by the Authority.
- iii. *Sunset for Authority Obligation to Contribute Authority Funds or Return of Authority Funds.* If the Town does not provide a written request to the Authority for the Authority Funds in anticipation of the Town's award of the Construction Contract for the Project before December 31, 2030 (the "Funding Sunset Date"), then the Authority shall retain the Authority Funds. If the Town gives notice of intent to award a Construction Contract and the Authority subsequently transfers the Authority Funds, but a Construction Contract is not executed by the Town before December 31, 2030 (the "Funding Return Date"), then the Town shall return the Authority Funds to the Authority, including any and all accrued interest, by January 31, 2031. After the Funding Sunset Date or the Funding Return Date, the Agreement will be deemed to have terminated and the Authority shall have no remaining obligation under this Agreement.
- iv. *No Use of Authority Funds on Other Town Projects.* The Authority Funds are intended solely for contributing to the funding of the Project and they shall not, under any circumstances, be used on other Town projects.

C. Property Access; E-470 Permitting. The Town or its contractor shall obtain all necessary E-470 permits from the Authority for all construction, operation, and

maintenance of the Project. The Authority will grant necessary E-470 permits to the Town for access, construction, operation, and maintenance of the Project and shall include provisions authorizing the Town to access the Project area immediately in the event emergency maintenance or operations are necessary. The E-470 permits will allow the Town to provide the Authority with notification of such access and/or emergency maintenance as soon as possible after the emergency has been initially addressed (rather than prior thereto). Pursuant to the terms of Resolution 02-06 adopted by the Authority's Board of Directors, the Authority hereby waives any permitting fees applicable to the Project and any maintenance work.

3. **FINAL ACCEPTANCE.** Upon substantial completion of construction of the Project, the Town shall provide notice of the same to the Authority, and the Authority shall have the right to inspect the Project for consistency with the Final Design. Nothing herein shall be construed as granting to the Town or any other party any rights, property or otherwise, in or to the Authority's right-of-way or multi-use easement except as otherwise granted herein.

4. **ALLOCATION OF MAINTENANCE RESPONSIBILITY.** The Parties understand and acknowledge the public safety need to delineate maintenance responsibilities for the Project in the form of a future amendment to the Intergovernmental Agreement Regarding the Maintenance of Overlapping Facilities between the Parties, dated March 4, 2019 (the "2019 Maintenance IGA"). The Parties therefore agree to negotiate the allocation of maintenance responsibilities for the Project and execute a future amendment to the 2019 Maintenance IGA prior to the Town awarding the Construction Contract.

5. **BREACH AND ENFORCEMENT.** The failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

6. **INDEMNIFICATION.** The Town shall cause its contractors and subcontractors performing work for the Project and upon accessing E-470's property to defend, indemnify, and hold the Authority harmless from any and all liability, loss, cost, damage, claim or expense which the Authority may sustain to the extent they arise from or may be alleged to arise from the intentional or negligent acts or omissions of the contractor or any of its subcontractors, material suppliers, or employees in connection with the contract and/or the contractor's work.

7. **MISCELLANEOUS.**

A. **Assignment.** Neither of the Parties hereto may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

B. **Appropriation.** Notwithstanding any other term or condition of this Agreement, all obligations of either Party under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through each party's legally required budgeting, authorization, and appropriation process. Further, neither Party, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. It is anticipated that

appropriations for the purpose of this Agreement, if made at all, will be made on an annual basis. Neither Party, however, by this Agreement binds future governing bodies to make such appropriations.

C. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

D. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

E. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the Town and the Authority shall be deemed to be only an incidental beneficiary under this Agreement.

F. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

G. No Personal Liability. No elected official, director, officer, agent or employee of the Authority or the Town shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval or attempted execution of this Agreement.

H. Notices. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when:

- (a) personally delivered to the party to whom it is addressed;
- (b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Contract and states that it serves as notice pursuant to this Contract, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
- (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"); or
- (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier").

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender

receives a “delivery receipt” or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

If to the Town:

Town of Parker
Attn: Deputy Director of Engineering
20120 E. Mainstreet
Parker, Colorado 80138
PubWks@parkerco.gov

With a copy to:

Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

If to the Authority:

E-470 Public Highway Authority
Attention: Executive Director
Administrative Headquarters Facility
22470 E. Stephen D. Hogan Parkway
Aurora, CO 80018

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

I. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

J. Controlling Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in the state courts of the State of Colorado and that Colorado law shall govern.

K. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

L. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Entire Contract. This Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

N. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

O. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

P. Payment of Tolls. The Town understands and agrees that the Town, its subcontractors, vendors, and employees shall pay be responsible for all tolls incurred by them during the term of this Agreement.

Q. Counterpart Execution; Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

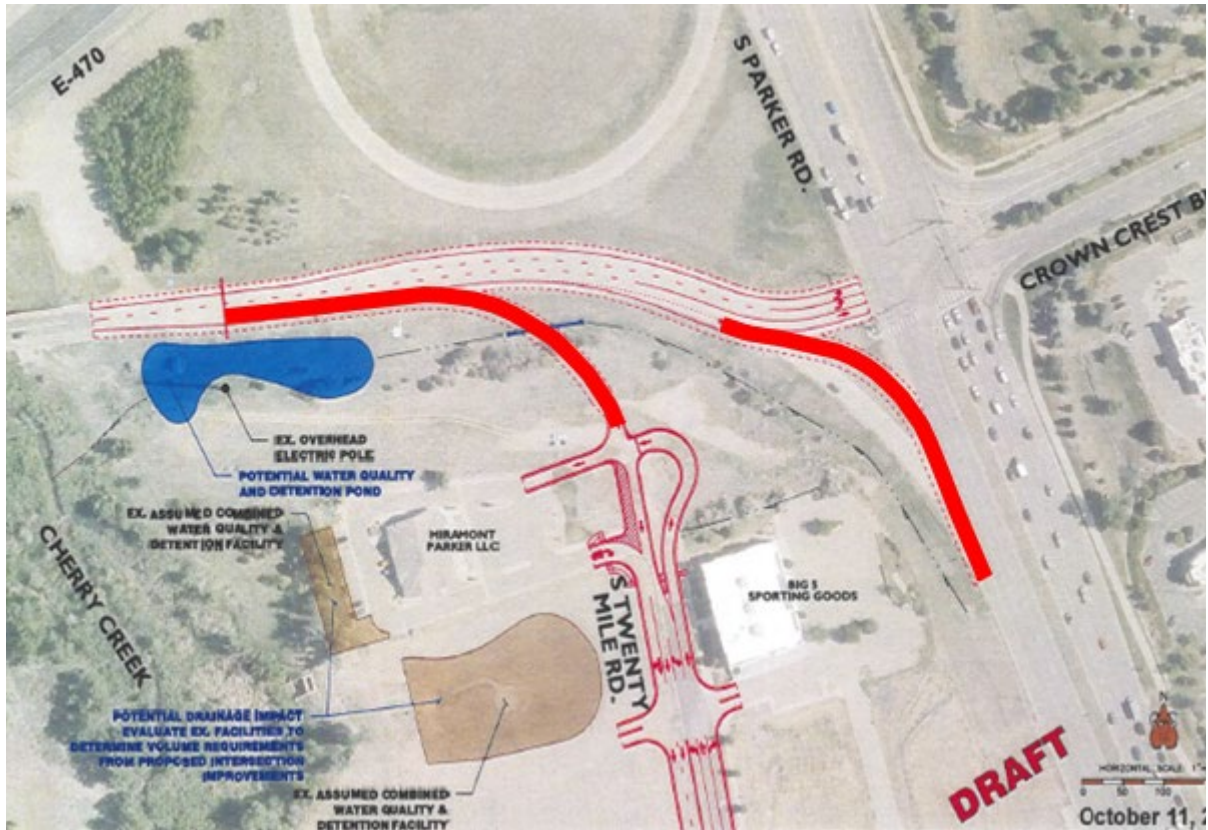
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Jamie Wynn, Town Attorney

EXHIBIT A

The Project





Request for Town Council Action

Date: October 20, 2025

Submitted By: David Aden, Traffic Division Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 5.33.4 - First Reading**
A Bill for an Ordinance to Amend Section 10.06.020 of the Town of Parker Municipal Code Concerning the Adoption of the 2023 Edition of the Manual on Uniform Traffic Control Devices for Streets and Highways
Department: Engineering and Public Works, David Aden
Second Reading: November 3, 2025

EXECUTIVE SUMMARY

The Manual on Uniform Traffic Control Devices (MUTCD) is a Federal Highways Administration (FHWA) standard governing traffic control devices and uniformity of devices throughout the country. The 2009 version previously adopted by Town ordinance is now out of date. The new 11th Edition has been released and should be adopted by the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The MUTCD defines the standards for all traffic control devices used in the United States. It was first published in 1935, and has been periodically updated to include new technology or safety improvements. In 1971 the MUTCD came under the jurisdiction of FHWA. The MUTCD is published by the FHWA under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. Local jurisdictions are required to adopt the MUTCD.

Typical traffic control devices standardized in the MUTCD include traffic signs, road markings, traffic signals and bicycle facilities. Examples of updates in the 11th Edition that directly impact Parker include formally recognizing Rectangular Rapid Flashing Beacons (RRFBs) that were previously considered experimental, new guidance on Traffic Signal Warrants, and updating pedestrian crossings to require Accessible Pedestrian Signals (APS).

The newest 11th version has now been released and the Town of Parker should update our Code to comply with Federal regulations and allow Parker to use the most up-to-date traffic devices.

FINANCIAL IMPACT

There are no direct financial impacts of adopting the manual. Traffic control items that become obsolete under the new manual, such as older sign designs are not required to immediately be updated, but are typically allowed to reach their natural end of service life.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.33.4

RECOMMENDED MOTION

I move to approve Ordinance No. 5.33.4 on first reading and to schedule second reading for November 3, 2025, as part of the consent agenda.

ORDINANCE NO. 5.33.4, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 10.06.020 OF THE TOWN OF PARKER MUNICIPAL CODE CONCERNING THE ADOPTION OF THE 2023 EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS

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

Section 1. Municipal Code. Section 10.06.20 of the Parker Municipal Code is amended to read as follows:

10.06.20 Manual on Uniform Traffic Control Devices for Streets and Highways adopted.

The Manual on Uniform Traffic Control Devices for Streets and Highways, as published by the U.S. Department of Transportation, Federal Highway Administration, 2023 Edition, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein. Such adoption shall include any additional interim updates or supplements that are approved by the United States Department of Transportation, until such time as a completely new edition of the Manual on Uniform Traffic Control Devices for Streets and Highways is adopted by the Town Council.

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

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

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

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney



Request for Town Council Action

Date: October 20, 2025

Submitted By: Heather Bennett, Associate Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-074**
A Resolution to Adopt the Town of Parker, Colorado 2025 Three-Mile Area Plan

Department: Community Development, Heather Bennett

EXECUTIVE SUMMARY

The Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-105 et. seq., requires that municipalities prepare and adopt a Three-Mile Area Plan prior to annexing property into their territorial boundaries. The Town of Parker prepares an updated Three-Mile Area Plan annually to comply with State law and support ongoing annexation activity. The Plan identifies unincorporated land that is located within three (3) miles of Town boundaries, depicts the Town's planning area for future annexation and incorporates reference information for the provision of municipal services.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker actively pursues annexation opportunities within the Parker 2035 Master Plan's designated planning area boundary. The 2025 Three-Mile Area Plan (the Plan) has been prepared to comply with the Municipal Annexation Act of 1965 to support annexation activity. The primary purpose of the Plan under State statute is to identify areas for potential annexation within three (3) miles of existing municipal boundaries, provide for an orderly annexation process and require municipalities to consider how they will provide services with annexation.

The Annexation Act, at C.R.S. § 31-12-105(1)(e)(I), provides that: "Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area." The Three-Mile Area Plan constitutes the plan required by State statute with cross-references to other plans adopted by the Town including the Parker 2035 Master Plan; Parks, Recreation and Open Space Master Plan; and Transportation Master Plan.

Overview of 2025 Three-Mile Area Plan

The Plan was prepared to address the requirements as outlined in the Colorado Revised Statute Section 31-12-105(e)(I), regarding unincorporated lands located within three (3) miles of the Town's current municipal boundaries. The unincorporated land described in the Plan includes properties located in Douglas, Arapahoe and Elbert Counties. The Plan boundary perimeters also encompass incorporated areas located within portions of the City of Lone Tree, City of Centennial, Town of Foxfield, City of Aurora, Town of Castle Rock and the City of Castle Pines. Unincorporated lands within the three (3) mile boundary total approximately 49,170.84 acres or 76.83 square miles.

The 2025 Three-Mile Area Plan has eight (8) elements as follows:

1. Introduction
2. Overview of Sub-Areas
3. Transportation
4. Parks, Natural Areas and Open Land Related Items
5. Utilities and Related Items
6. Proposed Land Uses
7. Enclaves Located within Parker
8. Map Exhibits

The Three-Mile Area Plan also references multiple plans adopted by the Town and surrounding jurisdictions. It complies with State statute and will support the Town's annexation activities in 2026 when adopted.

The Planning Commission held a public meeting on October 9, 2025, and unanimously recommended the approval by Town Council for the approval of the proposed 2025 Three-Mile Area Plan.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. 10.9.25 PC Staff Report
2. Resolution No. 25-074

RECOMMENDED MOTION

I move to approve Resolution No. 25-074, as part of the consent agenda.



Planning Commission Staff Report

Planning Commission Date: 10/9/2025

Town Council Date: 10/20/2025

Hearing Type: Public Meeting
Adoption of the 2025 Three-Mile Area Plan

Location: Town of Parker – Three-Mile Radius

Project Planner: Heather Bennett, Associate Planner

Applicant: Town of Parker

Executive Summary: The Town of Parker Three-Mile Area Plan (the ‘Plan’), was originally adopted by Town Council in 2006 and is developed to comply with the Municipal Annexation Act of 1965. State law requires that the Town update the Plan annually.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council adopt the 2025 Three-Mile Area Plan.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council deny adoption of the 2025 Three-Mile Area Plan.”

“I move the Planning Commission vote to continue the proposed adoption of the 2025 Three-Mile Area Plan to a future date.”

I. BACKGROUND/DISCUSSION

The Plan was prepared for the purpose of complying with the Municipal Annexation Act of 1965 which is intended to ensure that municipalities have the ability to provide services in newly annexed areas. Section 31-12-105(e)(I) of the Colorado Revised Statutes provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces,

public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

Overview of 2025 Three-Mile Area Plan

The Plan was prepared to address the requirements as outlined in the Colorado Revised Statute Section 31-12-105(e)(I), regarding unincorporated lands located within three (3) miles of the Town’s current municipal boundaries. The unincorporated land described in the Plan includes properties located in Douglas, Arapahoe and Elbert Counties. The Plan boundary perimeters also encompass incorporated areas located within portions of the City of Lone Tree, City of Centennial, Town of Foxfield, City of Aurora, Town of Castle Rock and the City of Castle Pines. Unincorporated lands within the three-mile boundary total approximately 49,170.84 acres or 76.83 square miles.

What the Plan does:

- References planning documents from the Town of Parker and nearby jurisdictions
- Complies with state law

What the Plan does not do:

- Change the Master Plan
- Change the Parker Planning Area
- Change the Town’s regulations or zoning
- Obligate the Town to change any of the above

The 2025 Plan is condensed since the *Parker 2035 Master Plan* establishes a Planning Area Boundary and addresses many of the requirements of the Statute. The Plan framework has eight (8) chapters:

- Introduction
- Overview of Sub-Areas
- Transportation
- Parks, Natural Areas, and Open Land Related Items
- Utilities and Related Items
- Proposed Land Uses
- Enclaves Located within Parker
- Map Exhibits

These chapters refer to those plans, policies, maps and other documents adopted by the jurisdictions that are located within the Three-Mile Plan area. The 2025 Three-Mile Area Plan has only minor updates to the maps and lists of existing plans, to reflect changes that have occurred since the adoption of the 2024 Three-Mile Area Plan.

Plan Changes from 2024

- Updated the total unincorporated lands within the three-mile boundary from approximately
 - 49,174.60 acres (76.93 square miles) in 2024;
 - **to 49,170.84 acres (76.83 square miles) in 2025.**

Map Changes from 2024

- **Map 1 Three-Mile Area:** three annexations were completed within the Town's three-mile area and the Town's Planning Area:
 - Parker Professional Park Annexation of 2.43 acres
 - Stroh Road and J Morgan ROW Annexation of 3.11 acres
 - Meridian International Business Center Annexation of 1.34 acres – Chambers Road ROW
- **Map 2 Transportation Facilities:**
 - Chambers Road Connection from Hess Road to Spirit Trail Boulevard
 - Dransfeldt Road Connection from Twenty Mile Road to Motsenbocker Road
 - Tammy Lane Connection south of Hess Road
 - Great Plain Way Connection South of Hess Road
 - Stroh Road Connection from Spirit Trail Boulevard to Chambers Road
- **Map 3 Significant Waterways:** No changes from 2024 to 2025.
- **Map 4 Significant Parks:** No changes from 2024 to 2025.
- **Map 5 Water, Sanitation and Servicing:**
 - Added Hess Ranch Metro District 5
- **Map 6 County Zoning:** rezonings were completed in Douglas County:
 - Light Industrial (LI) to Planned Development (PD) – 1 rezoning
 - Agricultural (AI) to Large Rural Residential (LRR) – 3 rezonings

II. PRIOR ACTIONS

Date	Action
Annually since 2006	Town Council has Adopted a Three-Mile Area Plan
10-21-2024	Town Council Adopted the 2024 Three-Mile Area Plan

III. CONCLUSION

The annual update to the Town's Three-Mile Area Plan fulfills the requirements of state law and supports on-going annexation activity.

IV. RECOMMENDATION

Staff recommends the Planning Commission recommend the Town Council adopt the 2025 Three-Mile Area Plan.

V. ATTACHMENTS

1. 2025 Three-Mile Area Plan with maps including changes

Report Approved By: Bryce Matthews, Assistant Director - Planning

RESOLUTION NO. 25-074, Series of 2015

**TITLE: A RESOLUTION TO ADOPT THE TOWN OF PARKER, COLORADO, 2025
THREE-MILE AREA PLAN**

WHEREAS, the Municipal Annexation Act of 1965 provides that municipalities need a three-mile area plan (the "Plan");

WHEREAS, the Plan should generally describe the proposed location, character and extent of roads, bridges, parks, open spaces, public utilities and transportation facilities within the three-mile plan area; and

WHEREAS, the Municipal Annexation Act of 1965 requires the Plan to be updated at least once annually.

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

Section 1. Adoption of Three-Mile Area Plan. The Town Council of the Town of Parker hereby adopts the 2025 Three-Mile Area Plan, which is attached hereto as **Exhibit 1** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Three-Mile Area Plan for the Town of Parker

2025 Update



Contents

I. Introduction	3
II. Overview of Sub-Areas	5
III. Transportation.....	5
IV. Parks, Natural Areas, and Open Land Related Items	6
V. Utilities and Related Items	7
V. Proposed Land Uses.....	8
VI. Enclaves Located within Parker	9
VII. Map Exhibits	10

Map 1 – 2025 Three-Mile Area Plan

Map 2 – Transportation Facilities

Map 3 – Significant Waterways

Map 4 – Significant Parks

Map 5 – Water and Sanitation Districts

Map 6 – County Zoning

I. Introduction

Purpose

The Three-Mile Area Plan is a policy document developed to comply with the Municipal Annexation Act of 1965. The purpose of this Plan is to ensure the adequate provision of municipal services within newly annexed lands based on Section 31-12-105(e)(I) of the Colorado Revised Statutes which provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

The Statute requires a municipality to adopt an annexation plan prior to the annexation of any land into the municipality. Parker’s Three-Mile Area Plan provides a general description of all unincorporated lands located within three miles of the Town’s municipal boundaries. The Town of Parker’s 2035 Master Plan, as amended, provides guidance on proposed land uses within the Town’s planning area. Proposed annexations should be consistent with the Town’s Master Plan and Three-Mile Area Plan.

Methodology

The methodology used to develop the Three-Mile Area Plan focused on the use of GIS mapping, data collection, and research of unincorporated lands located within the Town’s three-mile boundary. Parker’s three-mile boundary was then divided into six (6) Sub-Areas (see Figure 1) to facilitate the analysis. Unincorporated lands located within each Sub-Area were examined to determine general character, land use, transportation, extent of infrastructure, open space, and parks and recreation, and are further defined on maps 1 through 6.

2025 Three-Mile Area Plan Town of Parker, Colorado

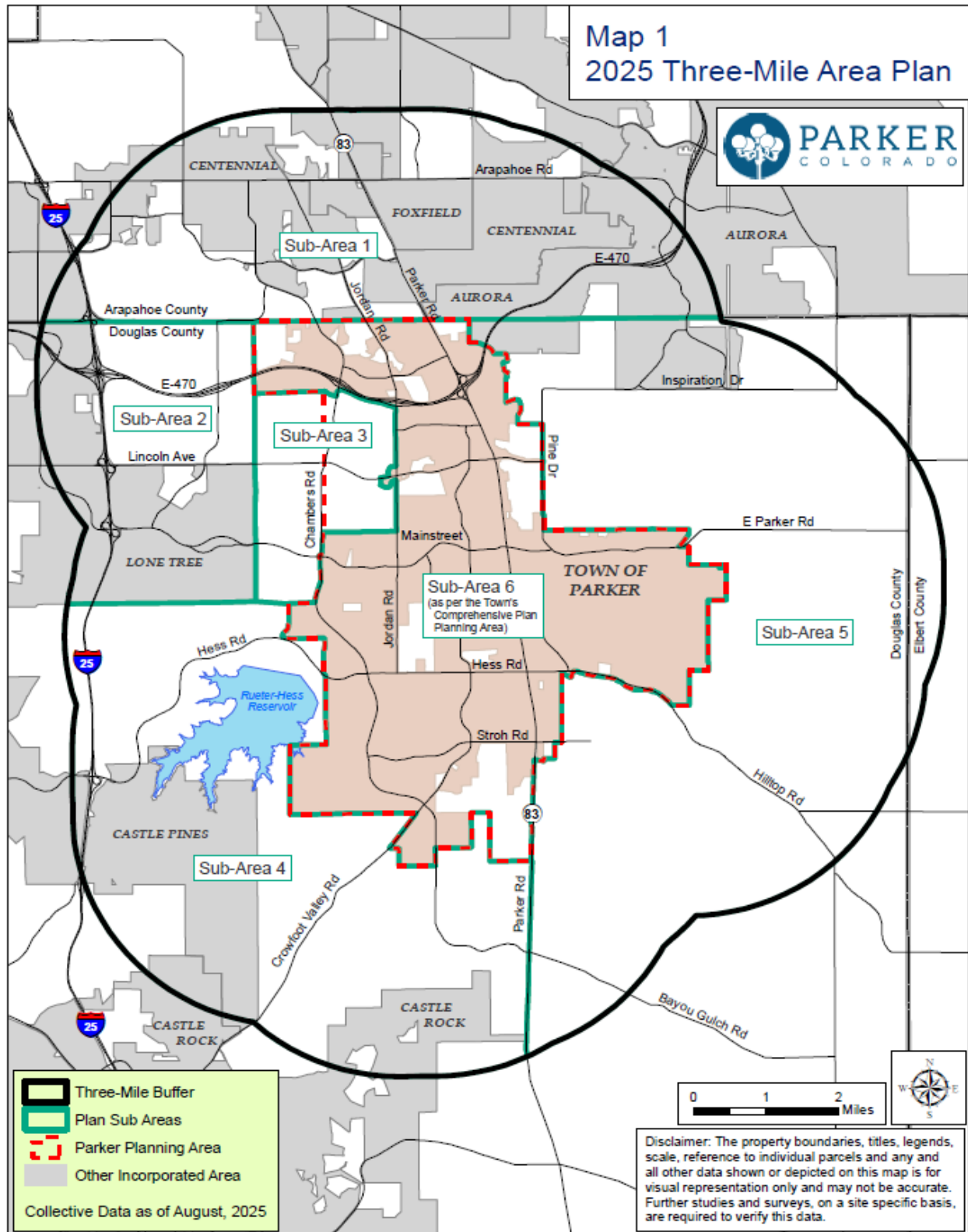


Figure 1 – Town of Parker Three-Mile Boundary – based on the Town’s Municipal Boundary

II. Overview of Sub-Areas

The land described in this Three-Mile Area Plan includes properties located in Douglas, Arapahoe, and Elbert Counties. The Three-Mile Area Plan boundary perimeters also encompass the municipal boundaries of the City of Lone Tree, City of Centennial, Town of Foxfield, City of Aurora, Town of Castle Rock, and the City of Castle Pines. The general character of land ranges from rolling hills, high plains grasslands, bluffs, forest, as well as highly developed urban areas. In 2025, unincorporated lands within the three-mile boundary total approximately 49,170.84 acres or 76.83 square miles (see Table 1).

Table 1 – Total acreage of all unincorporated land within Parker’s three-mile area boundary (excludes any municipal lands)

Parker Three-Mile Area Plan Sub-Areas	Total Unincorporated Acreage
Sub-Area One	4292.81
Sub-Area Two	2962.76
Sub-Area Three – Portion Within Town’s Planning Area	2968.58
Sub-Area Four	12,861.57
Sub-Area Five	23,657.28
Sub-Area Six – Completely Within Town’s Planning Area	2427.84
Total Acreage	49,170.84

Relevant Plans, Policies and Other Documents

Parker’s Three-Mile Area Plan references plans, policies, maps and other documents that have been adopted by the Town of Parker and other jurisdictions within the Three-Mile Area Plan area. These plans, policies, maps and documents describe the proposed location, character and extent of specific infrastructure and development characteristics.

III. Transportation

The following documents relate to the transportation specific issues within the Plan area:

Streets, Bridges and Parkways

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker Transportation Master Plan
- Town of Parker Bike and Pedestrian Master Plan
- Town of Parker Complete Streets Policy
- Town of Parker; Parker Road Corridor Plan
- Town of Parker Chambers and Hess Roads Subarea Plan
- Town of Parker Salisbury Estates Neighborhood Objective
- Douglas County 2040 Comprehensive Master Plan
- Douglas County 2040 Transportation Plan
- Douglas County Comprehensive Bike Plan/Map
- Arapahoe County Comprehensive Plan
- Arapahoe County 2040 Transportation Plan

- Arapahoe County Bicycle/Pedestrian Master Plan
- City of Aurora Places Comprehensive Plan
- City of Aurora Bicycle and Pedestrian Master Plan
- City of Castle Pines Comprehensive Plan
- City of Castle Pines Master Transportation Plan
- City of Centennial Comprehensive Plan
- City of Centennial Transportation Master Plan
- City of Lone Tree Comprehensive Plan
- City of Lone Tree 2040 Transportation Master Plan
- Town of Castle Rock 2030 Comprehensive Plan
- Town of Castle Rock Transportation Master Plan
- Elbert County Comprehensive Plan
- West Elbert County Transportation Master Plan

Transit Services and Terminals for Public Transportation

- Town of Parker Transit Feasibility Study
- Town of Parker Fixed Guideway Transit Study
- Regional Transportation District Southeast Corridor Service Plan
- DRCOG 2050 Metro Vision Regional Transportation Plan
- CDOT Statewide 2045 Transportation Plan

Airport/Aviation Fields

The attached map entitled *Map 2: Transportation Facilities, Three-Mile Area Plan* locates the sole airport within the Plan, Centennial Airport. Airports and aviation fields are further referenced in Centennial Airport Authority's Airport Influence Area (AIA) Map and Centennial Airport Land Use Guidelines.

Other Public Ways

- Town of Parker Open Space, Trails and Greenways Master Plan
- Town of Parker Parks, Recreation and Open Space Master Plan
- Douglas County Parks Trails and Open Space Master Plan
- Elbert County Open Lands, Parks and Trails Plan

IV. Parks, Natural Areas, and Open Land Related Items

The following documents relate to issues regarding parks, natural areas, and open land related items within the Town of Parker and in unincorporated areas in the Plan:

Waterways

- Attached *Map 3: Significant Waterways, Three-Mile Area Plan* locates all significant waterways within the Plan area
- Cherry Creek Basin Open Space Conservation and Stewardship Plan
- Major Drainageway Plan from Cherry Creek Reservoir to Scott Road
- Rueter-Hess Reservoir Watershed Management Plan
- Reuter-Hess Reservoir 2016 Recreation Master Plan
- Town of Parker Municipal Code, 13.05.010 Floodplain Regulations
- Town of Parker Storm Drainage and Environmental Criteria Manual

Waterfronts

All waterfronts associated with waterways within the Plan area.

Playgrounds, Squares and Parks

The attached map entitled *Map 4: Significant Parks, Three-Mile Area Plan Boundary* locates all significant parks within the Plan area.

- City of Lone Tree 2017 South Suburban Parks and Recreation Master Plan
- City of Lone Tree RidgeGate East 2018 South Suburban Parks and Recreation Master Plan Addendum

Open Space

- Town of Parker Open Space, Trails and Greenways Master Plan
- Town of Parker Parks, Recreation and Open Space Master Plan
- Town of Castle Rock Parks and Recreation Master Plan
- City of Castle Pines Parks and Recreation Comprehensive Plan
- Douglas County Parks Trails and Open Space Master Plan
- Elbert County Open Lands, Parks and Trails Plan
- Arapahoe County Open Space Master Plan
- City of Lone Tree Walk & Wheel Plan
- City of Centennial Trails and Recreation Plan

V. Utilities and Related Items

The following documents relate to issues regarding utilities and related items for the Plan:

Public Utilities*

- Attached *Map 5: Water and Sanitation Districts, Three-Mile Area Plan*
- Cottonwood Water and Sanitation District Plan
- Parker Water and Sanitation District 2020 Water and Wastewater Master Plan Stonegate Village Metro District Master Plan
- The Town of Parker does not provide any terminals for water, light, sanitation, transportation or power

** Most water and sanitation districts located within the three-mile area have service plans that are not referenced in this plan. The Special District Control Act, requiring special districts to have a service plan, has been in existence since 1965 and was updated in 1981. Under C.R.S. § 32-1-208, Districts organized without a service plan are deemed to have a service plan called a "statement of purposes". Districts with a "statement of purposes" for a service plan are not listed in this document.*

V. Proposed Land Uses

The following documents relate to issues regarding proposed land uses within the Town of Parker and in unincorporated areas in the Plan:

Land Uses defined within the Planning Area

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Douglas County Comprehensive Plan
- Attached *Map 6: County Zoning, Three-Mile Area Plan*

Land Use defined outside the Planning Area

- Douglas County Comprehensive Plan
- Arapahoe County Comprehensive Plan
- Elbert County Comprehensive Plan
- Attached *Map 6: County Zoning, Three-Mile Area Plan*

VI. Enclaves Located within Parker

Parker has unincorporated enclaves that are located entirely outside the boundaries of the Town, within Douglas County. Predominant land uses for the enclaves are residential, rural residential, agricultural, outdoor storage, light industrial, landscape nursery, and farming activities. Each enclave is described as follows:

List of Enclaves

Canyon Rim Circle & Chambers Road

Zoned: Planned Development

Land Use: Canyon Creek Condos Residential (NE Corner)

Jordan Road & Acer Drive

Zoned: Planned Development (Cottonwood 11 Amendment 1)

Land Use: Single Family Residential

Jordon Road & Apache Plume Drive Zoned: Planned Development (Cottonwood 10B 1st Amd)

Land Use: Single Family Residential (East)

Jordon Road & Cottonwood Drive

Zoned: Planned Development (Cottonwood Mixed Commercial Industrial 1)

Land Use: Lt. Industrial, Residential, Open Space, a portion of the Cherry Creek Trail

Newlin Gulch Blvd & E. Meadow Vista Circle

Zoned: Agricultural One

Land Use: Vacant (SE of East-West Trail)

Mainstreet & Newlin Gulch Blvd (North)

Zoned: Agricultural One

Land Use: Church Property (NW Corner)

Hess Road, Jordan Road, Todd Drive & Motsenbocker Road

Zoned: Agricultural One, Rural Residential and Light Industrial

Land Use: Douglas County Public Works, Cherry Creek Highlands Large Lot Residential, Outdoor RV Storage and Garden/Nursery

Motsenbocker Road (North of Parker's Parks & Open Space facility)

Zoned: Agricultural One

Land Use: Landscaping Company

Motsenbocker Road & King Court

Zoned: Rural Residential

Land Use: Large Lot Residential (East)

Hess Road & Pine Bluffs Way (on Cockriel Drive)

Zoned: Agricultural One

Land Use: Cockriel Boarding Stables (South)

Crowfoot Valley Road (East side)

Zoned: Agricultural One

Land Use: Large Lot Residential

VII. Map Exhibits

Map 1 – 2025 Three-Mile Area Plan

Map 2 – 2025 Transportation Facilities

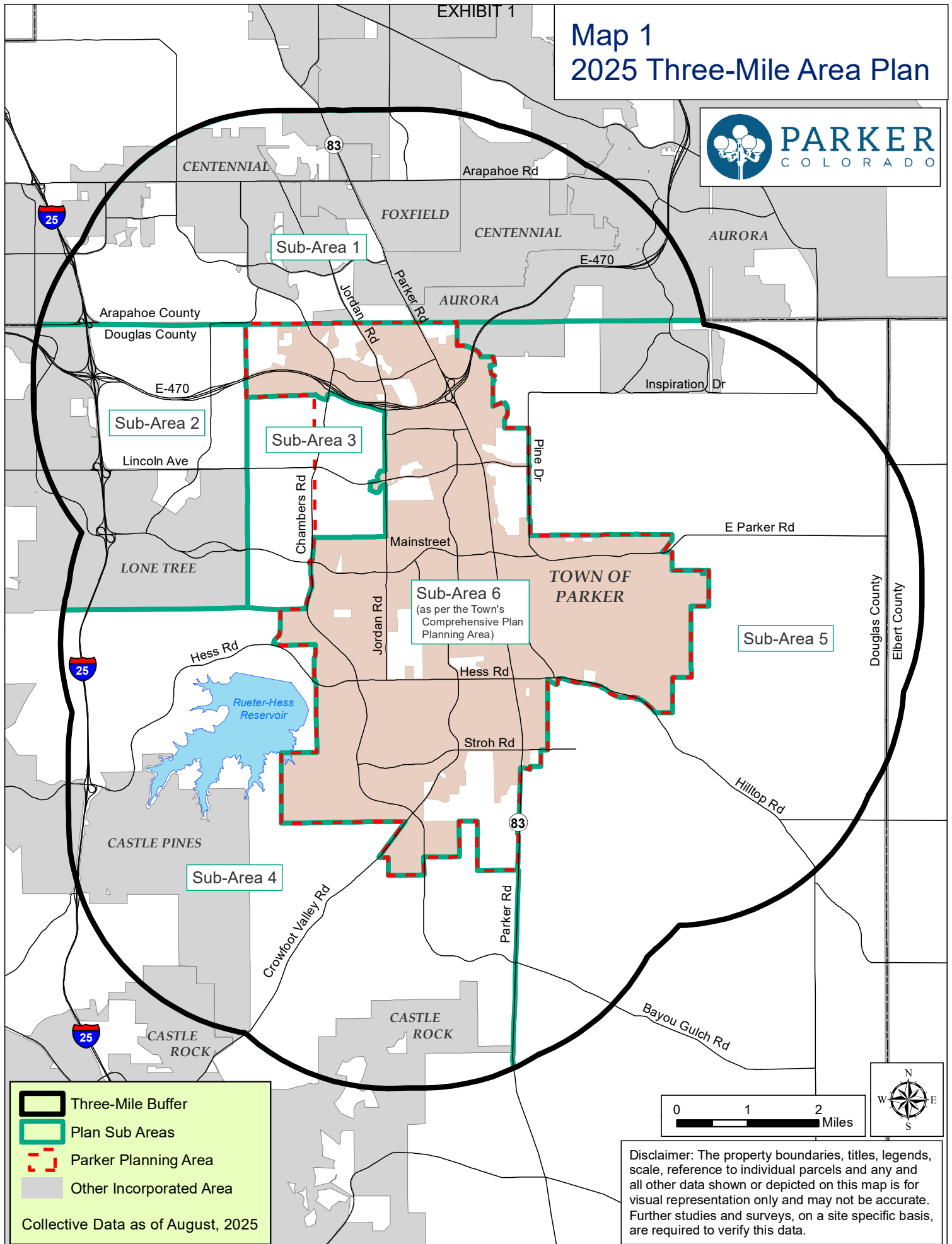
Map 3 – 2025 Significant Waterways

Map 4 – 2025 Significant Parks

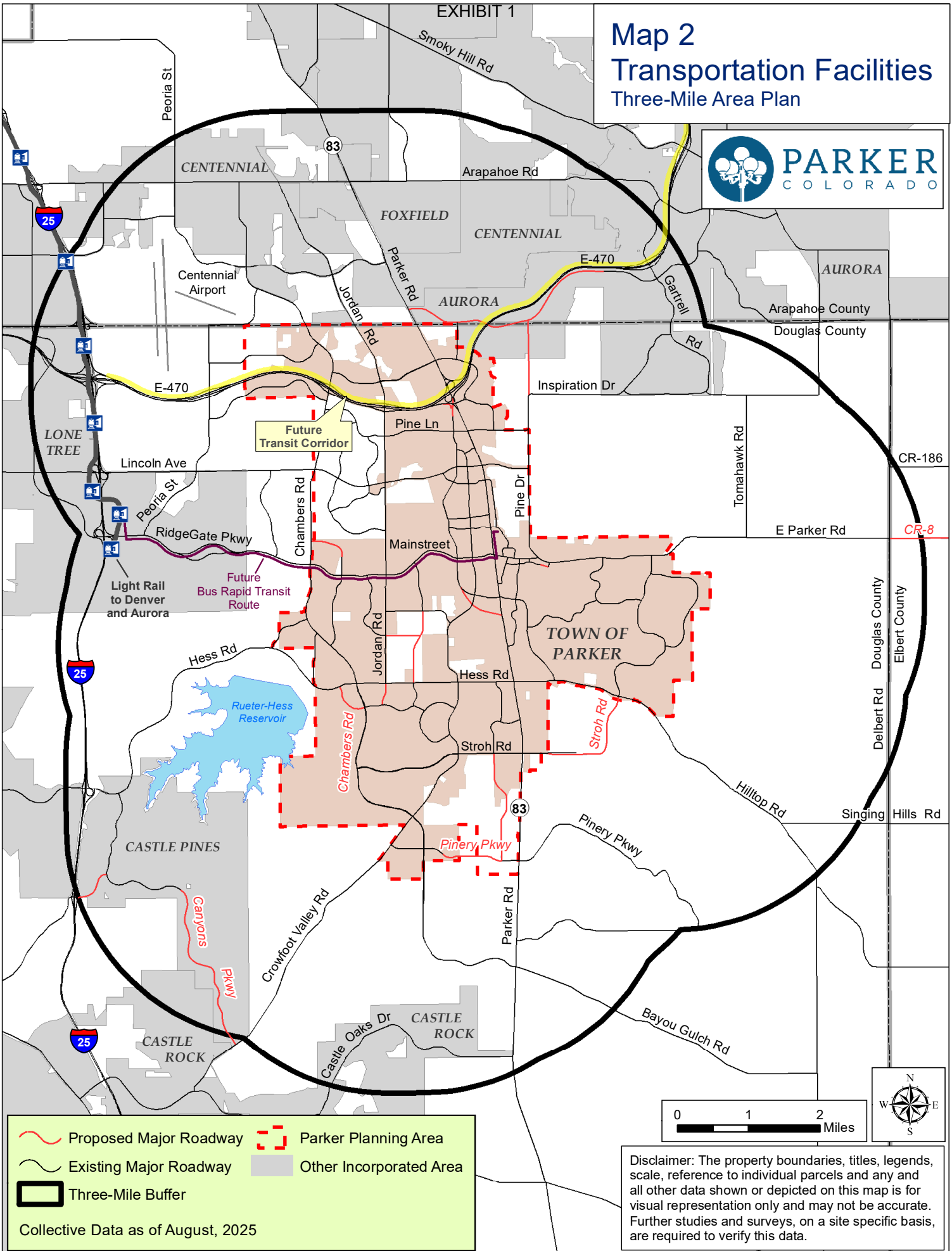
Map 5 – 2025 Water and Sanitation Districts

Map 6 – 2025 County Zoning

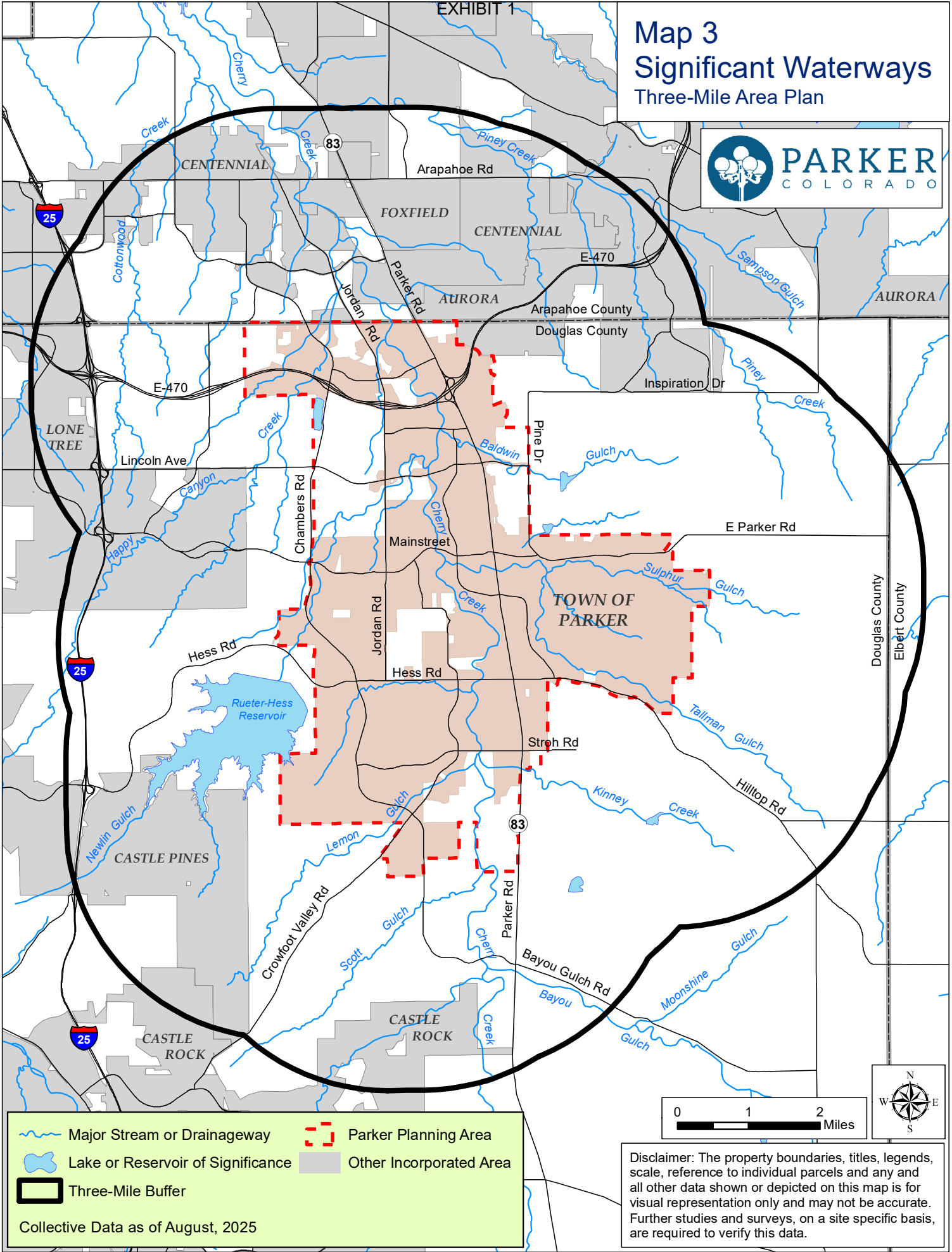
Map 1 2025 Three-Mile Area Plan



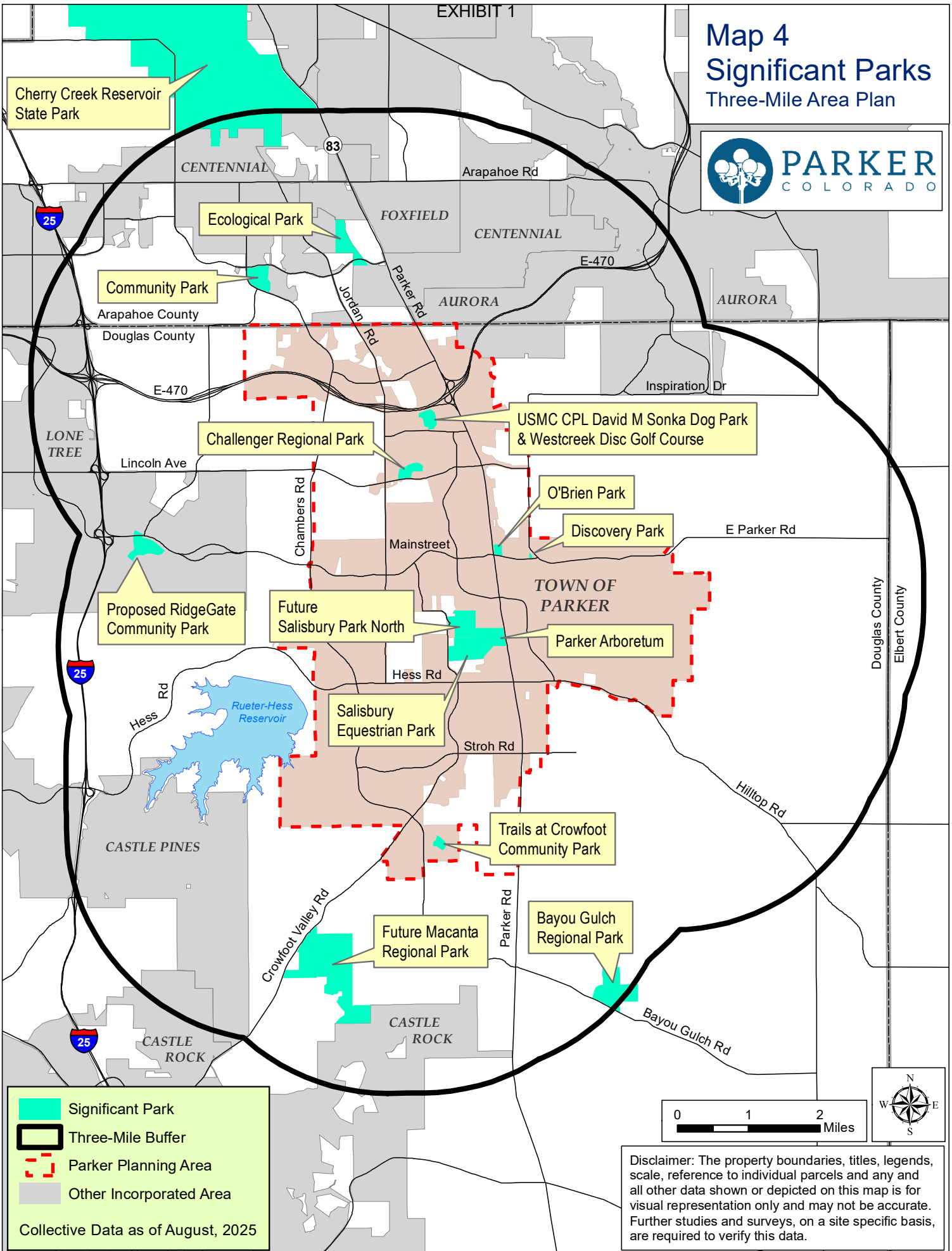
Map 2 Transportation Facilities Three-Mile Area Plan



Map 3 Significant Waterways Three-Mile Area Plan



Map 4 Significant Parks Three-Mile Area Plan



Significant Park

Three-Mile Buffer

Parker Planning Area

Other Incorporated Area

Collective Data as of August, 2025

0

1

2

Miles

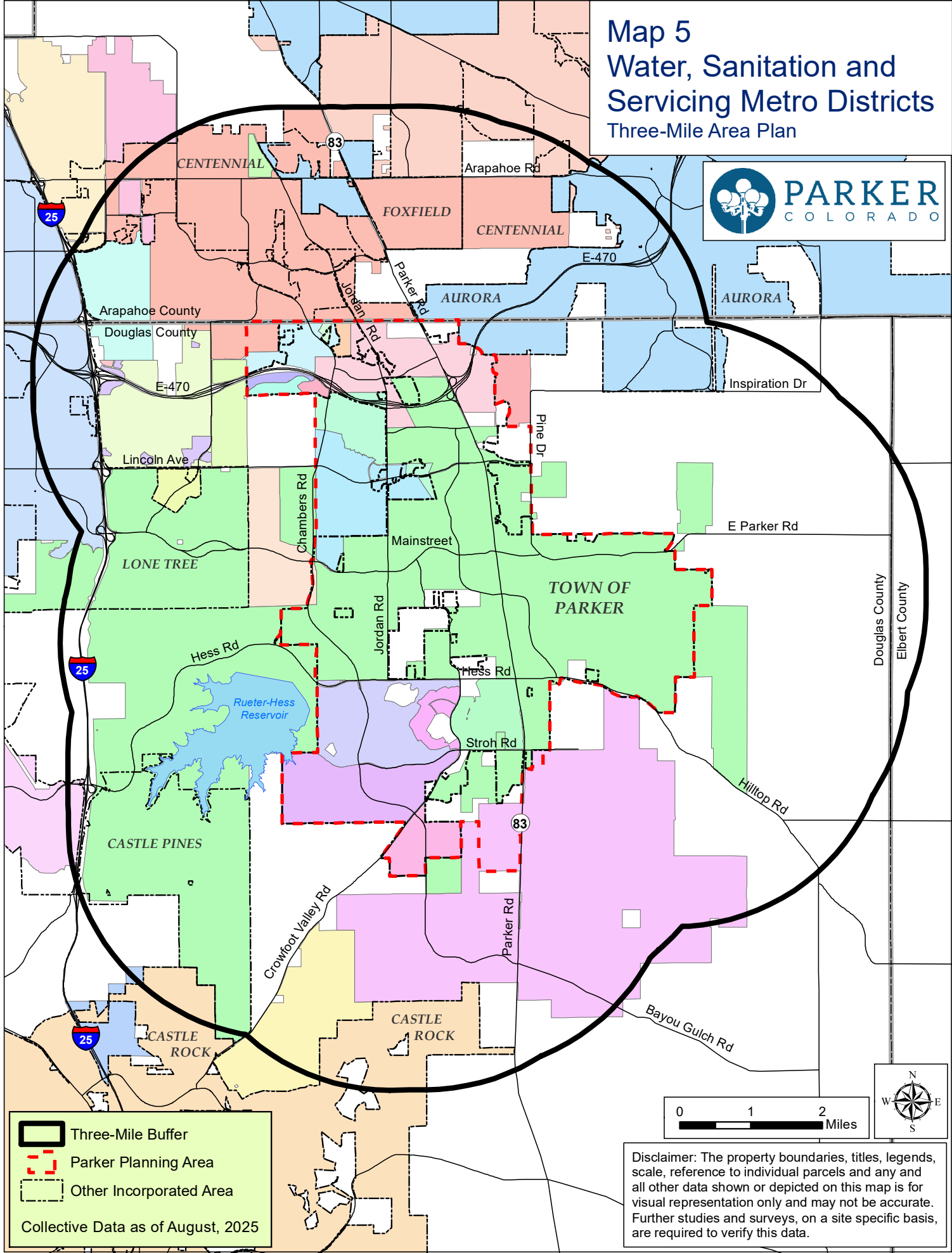
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Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.



Water, Sanitation and Servicing Metro Districts

- Airport Vista Metro District 2

Anthology West Metro District 2-6

Arapahoe County Water & Wastewater Authority

Aurora Water

Belford North Metro District

Belford South Metro District

Castle Pines North Metro District

Castlewood Water & Sanitation District A, B & D

Chambers Highpoint Metro District 1 & 2

Cherry Creek South Metro District 1

Cherry Creek South Metro District 4-11

Compark Business Campus Metro

Compark Business Campus Metro Dist Debt Svc 1 & 2

Cottonwood Water & Sanitation District

Crowfoot Valley Ranch Metro District 2

Denver SE Suburban Water & Sanitation District

E-470 Potomac Metro District

East Cherry Creek Valley Water & Sanitation Dist
- East Valley Metro Water & Sanitation District

Havana Water & Sanitation District

Hess Ranch Metro District 4-8

Inverness Water & Sanitation District and Debt Svc

Meridian Metro District

Meridian Metro District Debt Service 1 & 2

Meridian Village Metro District 1 & 2

North Meridian Metro District

Parker Water & Sanitation District

Sierra Vista Douglas Mutual Water Co

Silver Heights Water & Sanitation District

South Meridian Metro District

Southgate Water and Sanitation District

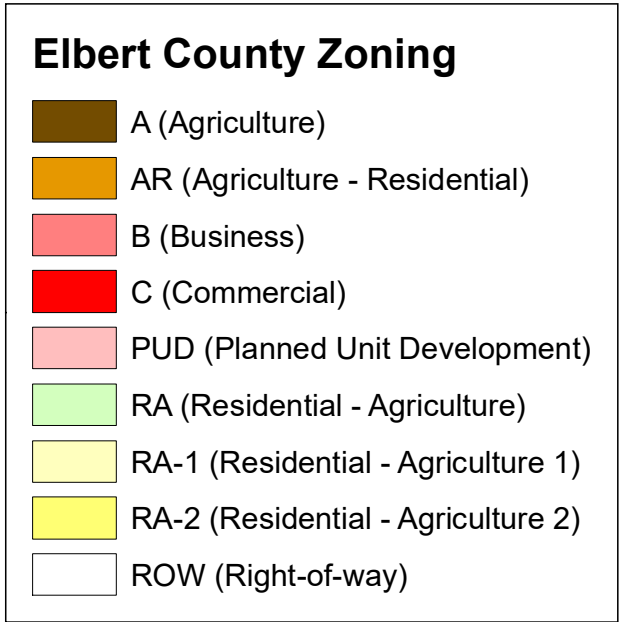
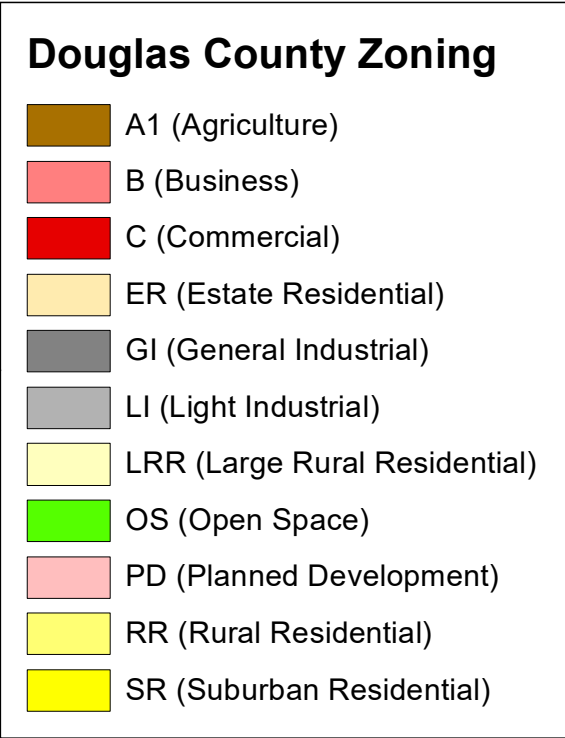
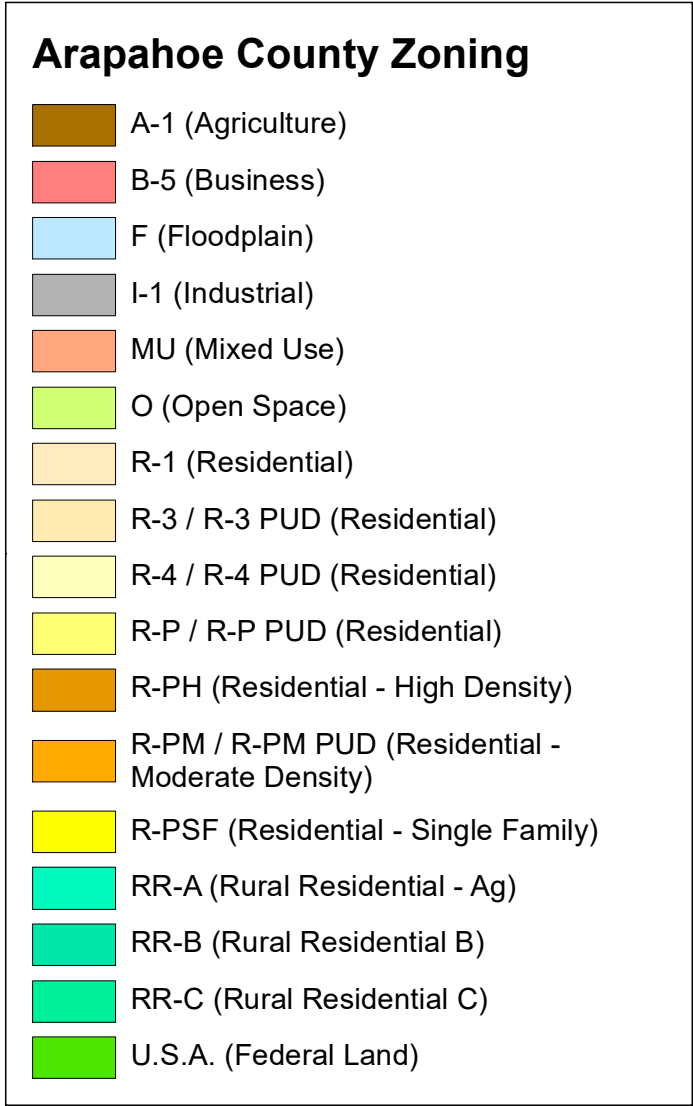
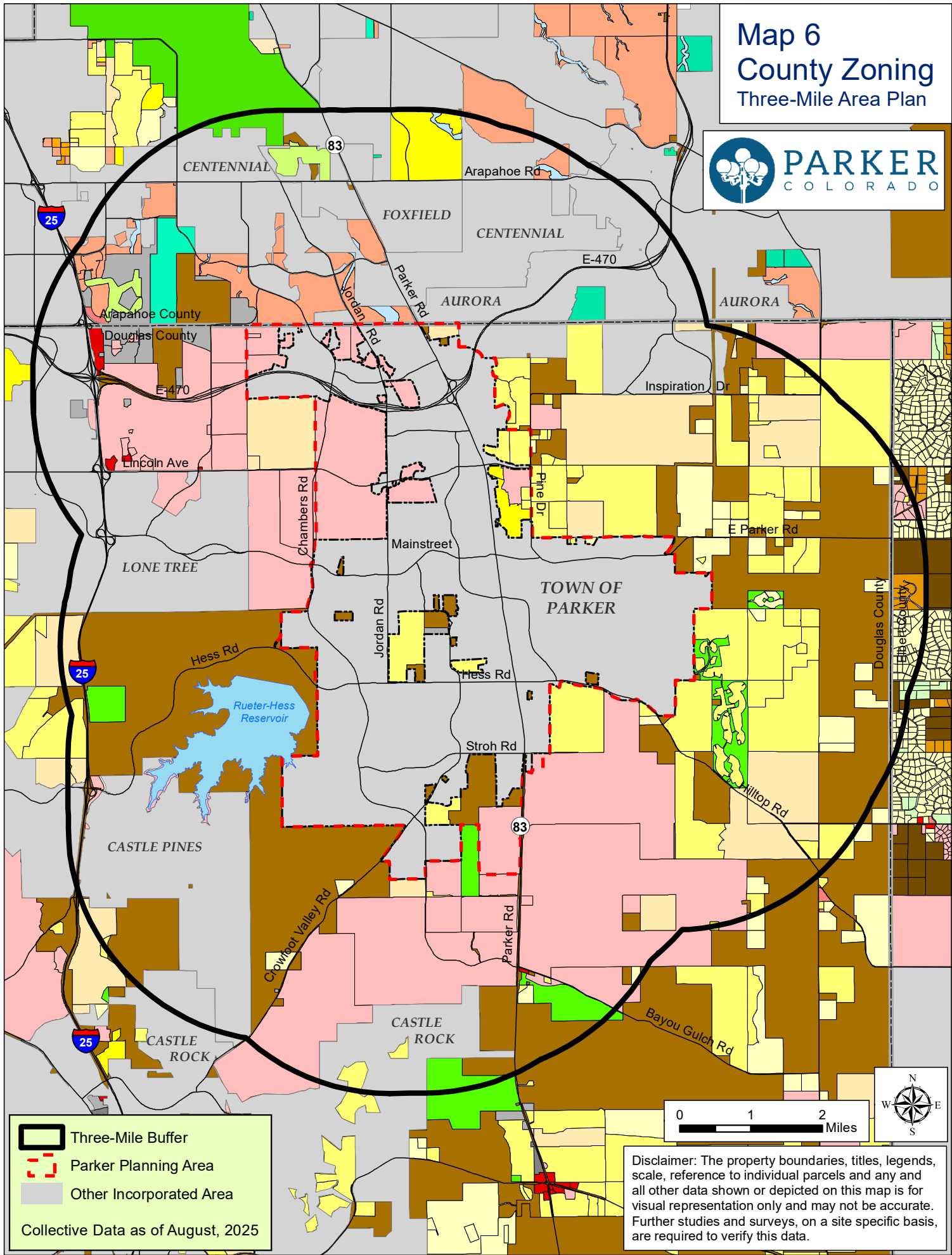
Stonegate North Villages Metro Debt Service

Stonegate North Villages Metro District

Stonegate Village Metro District

Town of Castle Rock

Trails at Crowfoot Metro District 1-3





Request for Town Council Action

Date: October 20, 2025

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-077**
A Resolution to Determine, Upon Recommendation of the Town Manager, That It Will Be In The Best Interest of the Town of Parker To Enter Into a Non-competitive Negotiation Proposal Process for Professional Design and Construction Drawing Services for the Salisbury Regional Park Phase Two Project

Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

The Town Manager is recommending utilizing a non-competitive negotiation proposal process with Hord Coplan Macht (HCM) to design the Phase 2 project for Salisbury Regional Park. This process will expedite the design of the Phase 2 construction project more efficiently and cost-effectively.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Salisbury Regional Park Phase 1 is currently under construction, and we have budgeted funds for Phase 2 construction in 2026. Because the costs for Phase 1 came in significantly under the engineer's estimate, and we received additional grant funding from Douglas County, we can combine the Phase 2 and Phase 3 projects to initiate construction of a modified Phase 2 project in 2026. At this point, it is unknown if the additional funding will allow all the amenities in the initial phasing plan to be constructed. As final plans and cost estimates are completed, we will have a better idea of the overall project amenities and estimated costs.

According to the purchasing contract requirements outlined in the Purchasing and Financial Policies Manual, contracts exceeding \$50,000 must undergo a competitive process, such as bidding or proposal submission. However, "Competitive or non-competitive negotiations may be used as part of any proposal process when it is determined by the Finance Director and the appropriate Department Director, Town Manager, and/or Town Council (per thresholds established in Section 3.2.7) that it is in the best interest of the Town."

Staff is recommending utilizing a non-competitive negotiation proposal process with HCM to design the modified Phase 2 project for the reasons listed below.

- Detailed knowledge of the project and processes necessary to complete Phases 2, 3, and 4 to reduce review time and submittal rework. (Land Development Code, PROS Commission, Planning Commission, Town Council, PWSD, CORE)
- HCM completed Design Development drawings for Phases 2-4 and is familiar with the complete vision for the park, phasing strategy, and detailed design decisions with parks, planning, and engineering staff, and can cost-effectively implement this knowledge into the construction documents for Phases 2-4.
- HCM conducted detailed coordination with utility companies, CORE, and PWSD to understand the needs for the park phasing.
- Detailed knowledge of the unique drainage requirements for the stormwater and Cherry Creek floodplain, including the floodplain development permit and requirements of the Letter of Map Revision with FEMA.
- Completion of Site Plan for Phase 1, which included overall phasing and overall parking and amenities requirements, allowing for a streamlined Site Plan Amendment process for Phases 2-4, thereby reducing review time and expediting construction readiness.
- Architectural design character and aesthetic finalized for Phase 1 through the site plan process, and how that is intended to be implemented on the remaining park buildings.
- Coordination of grading, drainage, and utility infrastructure that impacts future phases.
- HCM was selected for the Phase 1 design through a competitive process based on qualifications and has performed excellent work on the Phase 1 design.
- HCM's exemplary work on Phase 1 of the Salisbury project has proven they are capable of delivering a similar quality work product for Phase 2. As a reminder, HCM was the winning bid in a competitive process for Phase 1. Staff believes that proceeding with HCM and forgoing a new competitive bid process for Phase 2 will have the benefits of saving costs related to potentially onboarding a new consultant, ensuring a seamless handoff of work product between design consultants, and avoiding the need for a new competitive bid process. Retaining HCM for Phase 2 also likely gives the Town the best opportunity at getting a high-quality work product from a design consultant.

FINANCIAL IMPACT

Funding for the design work is appropriated in the 2025 Parks, Recreation and Open Space Fund.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 25-077

RECOMMENDED MOTION

I move to approve Resolution No. 25-077, as part of the consent agenda.

RESOLUTION NO. 25-077, Series of 2025

TITLE: A RESOLUTION TO DETERMINE, UPON RECOMMENDATION OF THE TOWN MANAGER, THAT IT WILL BE IN THE BEST INTEREST OF THE TOWN TO ENTER INTO A NON-COMPETITIVE NEGOTIATION PROPOSAL PROCESS FOR PROFESSIONAL DESIGN AND CONSTRUCTION DRAWING SERVICES FOR THE SALISBURY REGIONAL PARK PHASE TWO PROJECT.

WHEREAS, the Town Manager recommends utilizing a non-competitive negotiation proposal process to design the Phase 2 project for Salisbury Regional Park to expedite the design and construction process efficiently and cost-effectively for the reasons set forth in **Exhibit 1**, attached hereto and incorporated herein;

WHEREAS, the Town Council determines that, upon recommendation of the Town Manager, the public interest will be best served by negotiating a contract with a single contractor to complete the design service as provided by Purchasing and Financial Policies Manual.

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

Section 1. Determination of Public Interest. The Town Council determines, upon recommendation of the Town Manager, that the public interest will be best served by negotiating a contract with a single contractor to complete the work, as provided by the Town's Purchasing and Financial Policies Manual, for the design of Phase 2 of the Salisbury Regional Park project.

RESOLVED AND PASSED this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Memorandum

To: Michelle Kivella, Town Manager

From: Mary Colton, Director of Parks, Trails, and Open Space

Date: September 23, 2025

Subject: Non-competitive negotiation proposal process for Salisbury Regional Park Phase 2 Professional Services

Salisbury Regional Park Phase 1 is currently under construction, and we have budgeted funds for Phase 2 construction in 2026. Because the costs for Phase 1 came in significantly under the engineer's estimate, and we received additional grant funding from Douglas County, we can combine the Phase 2 and Phase 3 projects to initiate construction of a modified Phase 2 project in 2026. At this point, it is unknown if the additional funding will allow all the amenities in the initial phasing plan to be constructed. As final plans and cost estimates are completed, we will have a better idea of the overall project amenities and estimated costs.

According to the purchasing contract requirements outlined in the Purchasing and Financial Policies Manual, contracts exceeding \$50,000 must undergo a competitive process, such as bidding or proposal submission. However, "Competitive or non-competitive negotiations may be used as part of any proposal process when it is determined by the Finance Director and the appropriate Department Director, Town Manager, and/or Town Council (per thresholds established in Section 3.2.7) that it is in the best interest of the Town."

Staff is recommending utilizing a non-competitive negotiation proposal process with Hord Coplan Macht (HCM) to design the modified Phase 2 project for the reasons listed below.

- Detailed knowledge of the project and processes necessary to complete phases 2, 3, and 4 to reduce review time and submittal rework. (Land Development Code, PROS Commission, Planning Commission, Town Council, PWSD, CORE)
- HCM completed Design Development drawings for phases 2-4 and is familiar with the complete vision for the park, phasing strategy, and detailed design decisions with parks, planning, and engineering staff, and can cost-effectively implement this knowledge into the construction documents for phases 2-4.

- HCM conducted detailed coordination with utility companies, CORE, and PWSD to understand the needs for the park phasing.
- Detailed knowledge of the unique drainage requirements for the stormwater and Cherry Creek floodplain, including the floodplain development permit and requirements of the Letter of Map Revision with FEMA.
- Completion of Site Plan for Phase 1, which included overall phasing and overall parking and amenities requirements, allowing for a streamlined Site Plan Amendment process for phases 2-4, thereby reducing review time and expediting construction readiness.
- Architectural design character and aesthetic finalized for phase 1 through the site plan process, and how that is intended to be implemented on the remaining park buildings.
- Coordination of grading, drainage, and utility infrastructure that impacts future phases.
- HCM was selected for the phase 1 design through a competitive process based on qualifications and has performed excellent work on the phase 1 design.
- HCM's exemplary work on Phase 1 of the Salisbury project has proven it is capable of delivering a similar quality work product for Phase 2. As a reminder, HCM was the winning bid in a competitive process for Phase 1. Staff believes proceeding with HCM and forgoing a new competitive bid process for Phase 2 will have the benefits of saving on costs related to potentially onboarding a new consultant, ensuring a clean handoff of work product between design consultants, and avoiding undertaking a new competitive bid process. Retaining HCM for Phase 2 also likely gives the Town the best opportunity at getting a high-quality work product from a design consultant.

A similar process was used by Public Works in 2023 for contracting of the Hilltop Road and Canterbury Parkway Area Improvements Project (Resolution No. 23-054).

It is anticipated that the negotiated contract will be approximately \$ 1.9 million. Due to the dollar amount exceeding the Town Manager's \$100,000 signature authority, the non-competitive negotiation proposal process requires approval by the Town Council. Staff recommends requesting the process by resolution as part of the consent agenda at the October 20, 2025, Town Council meeting.



Your kind of place.

PROCLAMATION
EXTRA MILE DAY

WHEREAS, Parker, Colorado, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Parker, Colorado, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Parker, Colorado, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Parker, Colorado, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

NOW THEREFORE, I, Mayor of Parker, Colorado, do hereby proclaim November 1, 2025, as

Extra Mile Day

and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In witness whereof, I have hereunto set my hand this 20th day of October 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: October 20, 2025

Submitted By: Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Manager

Title: **Agreement for Good and Services (Town Hall Elevator Modernization)**

Amount: **\$152,709**

Contractor: **TK Elevator Corporation**

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

EXECUTIVE SUMMARY

The Facilities Maintenance Division, in coordination with the Town Hall Expansion and Renovation Project team, is requesting Town Council's approval to proceed with the modernization project for the existing elevator at Town Hall. Since the Town Hall renovation has started, this would be the optimal time to complete this project, since the elevator will not be available/open to the public. This modernization project is being done to mitigate future downtime and provide the facility with a reliable elevator at this facility.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The elevator at Town Hall has been in service for approximately 23 years. A similar elevator at the Recreation Center experienced maintenance issues which resulted in the elevator being inoperable for an extended period of time since many of the components were not readily available for replacement. The elevator service provider relayed similar concerns about the Town Hall elevator and their ability to obtain parts in a timely manner should any service problems arise in the future.

A modernization of the elevator was being planned for later in 2027, but due to the renovation of Town Hall, staff is recommending accelerating this project. This will allow the project work to be completed while the elevator is out of service to staff and the public during the renovation.

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

FINANCIAL IMPACT

Funding for this project has been appropriated and approved as part of the 2025 budget (101-4194-7200).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 20, 2025

Submitted By: Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Manager

Title: **Agreement for Goods and Services (Recreation Center Elevator Modernization)**

Amount: **\$167,253**

Contractor: **TK Elevator Corporation**

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

EXECUTIVE SUMMARY

The Facilities Maintenance Division, in coordination with the Parks and Recreation Department, is requesting Town Council's approval to proceed with the modernization project for the elevator at the Recreation Center. In late 2024, the elevator's main control board became inoperative, leaving the elevator out of service for a long period of time. This modernization project is being done to mitigate future downtime and provide the facility with a reliable elevator at this facility.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The elevator at the Recreation Center has been in service for over 25 years. A modernization of the elevator was being planned for later in 2026, but due to recent service issues, staff is recommending accelerating this project. The recent service issues include a major failure of the primary control board. The elevator service provider was concerned that a replacement board may not be available and also relayed concerns about other aging components and their ability to obtain parts in a timely manner.

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

FINANCIAL IMPACT

The anticipated cost for this modernization project is \$167,253. The Parks and Recreation Department prepared a supplemental budget request to fund the project, which was approved by

Town Council as part of the spring budget revision.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 20, 2025

Submitted By: Ron Combs, Deputy Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **Axon Contract Add-on for Additional In-Car Video, Body Worn Cameras, and Draft One Reporting Module**

Amount: **Original Contract Amount: \$2,624,423.78, Additional Amount \$456,048.40**

Contractor: **Axon**

Department: **Police, Ron Combs**

EXECUTIVE SUMMARY

The Police Department would like to add five (5) Axon in-car video systems for placement in new patrol cars, four (4) body-worn cameras for the new Volunteers in Policing program, and Axon's Draft One reporting module. The additional in-car and body-worn camera systems are identical to those already deployed in the patrol car fleet and for each officer and are being added due to growth.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This contract add on will allow the Police Department to purchase five (5) Axon in-car video systems for new patrol cars, four (4) body-worn cameras for the newly created Volunteers in Policing program, and the purchase and implementation of Axon's Draft One reporting module.

The in-car video and body-worn cameras are identical to the units already deployed in cars and with officers. These units are to accommodate growth in the fleet and staffing. Draft One is a reporting assistant that assists officers in creating report narratives utilizing the audio recorded in their body-worn cameras.

The Draft One reporting module should save a significant amount of time for officers who are writing reports to document various types of crime, getting them back on the street and on patrol.

Axon Draft One is a new software product that drafts high quality police report narratives in seconds based on auto-transcribed body-worn camera audio. Draft One leverages Generative Artificial Intelligence (AI) and includes a range of critical safeguards, requiring every report to be reviewed and approved by a human officer, ensuring accuracy and accountability of the information before reports are submitted. Draft One is a tool that will serve as a force multiplier

for our workforce. Reporting is a critical component of good police work, but it has become a significant part of the job. Axon studies have found officers can spend up to 40% of their time writing reports. Axon has found savings of an hour or more, per officer, when using this product. Axon studies have found the quality of reports generated from Draft One to be equal to or better than officer-only reports. Draft One is compatible with the Police Department's Central Square report writing platform.

FINANCIAL IMPACT

The financial impacts of the purchase are as follows. This is a four 4-year addition to the existing Axon Contract.

Body Cameras and In-Car cameras:

Nov 2025 - \$36,938.72

Feb 2027 - \$36,927.64

Feb 2028 - \$36,927.64

Total - \$110,794.00 (4 year total)

Draft One Reporting Module:

Nov 2025 - \$86,313.60

Jan 2026 - \$86,313.60

Jan 2027 - \$86,313.60

Jan 2028 - \$86,313.60

Total - \$345,254.40 (4 year total)

Total for In-car and body worn cameras (4 years) - \$110,794.00

Total for Draft One (4 years) - \$345,254.40

Grand Total for all items (4 years) - \$456,048.40

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 20, 2025

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Professional Services Agreement—Salisbury Regional Park Construction Inspection**

Amount: \$140,600

Contractor: Alfred Benesch & Company

Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Alfred Benesch & Company for construction inspection services for the Salisbury Regional Park Project (CIP23-017).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Salisbury Regional Park project is now under construction. As the project progressed quickly, it was identified that additional construction inspections were necessary to verify various civil infrastructure and construction improvements, ensuring a high-quality installation.

Per the Procurement Procedures for Professional Services section of the Engineering/Public Works Department Procedure Manual, Alfred Benesch & Company was selected from the Town's pre-qualified consultant list for construction inspection services for the Salisbury Regional Park project. The selection was based on a review of their project proposal scope, fee, and qualifications to perform the needed work. Their qualifications, capacity, and interest in completing the project were the primary considerations leading to the selection. Benesch has Town of Parker experience and is well qualified to meet JHL Constructors' schedule for completion of the project.

FINANCIAL IMPACT

Funding for this agreement is appropriated in the 2025 Parks, Recreation and Open Space Fund.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 20, 2025

Submitted By: Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-068**
A Resolution Approving the 2026 Operating Plan and Budget for the Chambers Commercial Center Business Improvement District; and Providing Other Details Relating Thereto

Department: Finance, Chris Fiandaca

EXECUTIVE SUMMARY

The Business Improvement District Act, specifically Section 31-25-1211 of Colorado Revised Statutes requires that the Chambers Commercial Center Business Improvement District (the "District") file an operating plan and budget with the Town Clerk no later than September 30 of each year.

Under the Business Improvement District Act, the Town Council must consider the operating plan and budget within 30 days of the submittal of all required information, and either approve such documents or request additional information. This operating plan and budget were received on September 26, 2025, and the Town Council has determined that no additional information is necessary.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On August 21, 2023, Town Council adopted Ordinance 13.112, which organized the Chambers Commercial Center Business Improvement District to provide for an election of the Board of Directors of the Districts and appoint the initial Directors thereto and to approve the 2023-2024 operating plan and budget for the District.

This District anticipates a bond issuance in 2026. The initial maximum debt authorization for the District shall be \$2,100,000. The debt of the District will not constitute a debt or obligation of the Town in any manner.

The District's taxing ability shall not exceed an aggregate of 15 mills for debt service and 10 mills for general operations and administrative purposes.

FINANCIAL IMPACT

As a separate legal entity, the financial activities of the Chambers Commercial Center Business Improvement District are separate from those of the Town. Responsibility for its indebtedness is specific to the property in the District and is not an obligation of the Town. The Operating Plan and Budget project sufficient revenues to meet the financial obligations of the BID and to maintain a positive fund balance.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 25-068

RECOMMENDED MOTION

I move to approve Resolution No. 25-068, as part of the regular agenda.

RESOLUTION NO. 25-068, Series of 2025

TITLE: A RESOLUTION APPROVING THE 2026 OPERATING PLAN AND BUDGET FOR THE CHAMBERS COMMERCIAL CENTER BUSINESS IMPROVEMENT DISTRICT; AND PROVIDING OTHER DETAILS RELATING THERETO

WHEREAS, the Chambers Commercial Center Business Improvement District (the “District”) is a business improvement district within the Town duly organized pursuant to the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., and by Ordinance No. 13.112, Series of 2023, adopted by the Town Council of the Town of Parker on August 21, 2023;

WHEREAS, pursuant to Section 31-25-1211, C.R.S., the District filed its operating plan and proposed budget for fiscal year 2026 with the Town on September 26, 2025 (the “2026 Operating Plan and Budget”);

WHEREAS, the Town Council of the Town of Parker has reviewed the 2026 Operating Plan and Budget and has determined that it has sufficiently identified the services or improvements to be provided by the District, the taxes, fees, or assessments to be imposed by the District, and the estimated principal amount of bonds to be issued by the District; and

WHEREAS, the Town Council therefore desires to approve the 2026 Operating Plan and Budget.

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

Section 1. Approval. The 2026 Operating Plan and Budget, attached as **Exhibit 1** and incorporated by this reference, is hereby approved.

RESOLVED AND PASSED this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

September 26, 2025

VIA EMAIL

Town of Parker
Planning Department
Planning@parkerco.gov

Re: Chambers Commercial Center Business Improvement District 2026 Operating Plan

To Whom It May Concern:

WBA, PC serves as general counsel to Chambers Commercial Center Business Improvement District (the "District").

Enclosed for review is the District's 2026 Operating Plan. Please contact us if you have any follow up inquiries regarding the Operating Plan.

Sincerely,

WBA, PC

A handwritten signature in blue ink that reads "Megan J. Murphy".

Megan J. Murphy, Esq.
Shareholder

Cc: Board of Directors of the District,
Weldy Feazell wfeazell@parkerco.gov;
Chris Vanderpool cvanderpool@parkerco.gov;
Chris Fiandaca cfiandaca@parkerco.gov

**2026 OPERATING PLAN AND
BUDGET**

CHAMBERS COMMERCIAL
CENTER BUSINESS
IMPROVEMENT DISTRICT

Town of Parker, Douglas County,
Colorado

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EXHIBIT 1

EXHIBIT A – Director and Other Contact Information

EXHIBIT B – Legal Description of District Boundaries

EXHIBIT C – Boundary Map

EXHIBIT D - 2026 Budget

**2026
OPERATING PLAN AND BUDGET FOR THE
CHAMBERS COMMERCIAL CENTER
BUSINESS IMPROVEMENT DISTRICT**

1. PURPOSE AND SCOPE OF THIS DISTRICT

a. Requirement for this Operating Plan and Budget. Pursuant to Section 31-25-1211, Colorado Revised Statutes (“C.R.S.”), the Chambers Commercial Center Business Improvement District (the “District”) shall file an operating plan and budget with the Town of Parker, Colorado Town Clerk no later than September 30th of each year.

Pursuant to Section 31-25-1211, C.R.S., the Town of Parker, Colorado (the “Town”) shall approve or disapprove the operating plan and budget within 30 days after receipt of such operating plan and budget and all requested documentation relating thereto, but not later than December 5 of the year in which such documents are filed.

The District will operate under the authorities and powers allowed under the Section 31-25-1201, et seq., C.R.S. as amended (the “Business Improvement District Act”), as further described and limited by this Operating Plan.

b. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the Town may require.

The District's original 2023-2024 Operating Plan and any subsequent Operating Plans that the Town approves will be incorporated herein by reference and shall remain in full force and effect except as specifically or necessarily modified hereby in future Operating Plans approved by the Town.

c. Purposes. The ongoing and/or contemplated purposes of this District include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements all pursuant to the Business Improvement District Act.

d. Ownership of Property or Major Assets. The District will own public improvements as constructed if such improvements are not otherwise dedicated to and accepted by other public entities for operation and maintenance. It is anticipated that some of the public improvements may be dedicated to the Town as required and agreed to by the Town.

e. Contracts and Agreements. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation, and maintenance of public improvements. The District is not currently a party to any significant

active contracts or agreements.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

a. Organization. The Chambers Commercial Center Business Improvement District was organized by the Town of Parker, Colorado by Ordinance No. 13.112, which was recorded with the Douglas County Clerk and Recorder on September 21, 2023.

b. Governance. The Board of Directors shall consist of up to five members who shall each be an elector of the District. The District is governed by an elected board of directors.

c. Current Board. The District will be managed by a board of directors consisting of five electors all of whom shall be voting members. The persons who currently serve as the Board of Directors are:

- i. Grant Nelson
- ii. Joshua Brgoch
- iii. Ed Kubly
- iv. Vacancy
- v. Vacancy

Director and other pertinent contact information is provided in Exhibit A.

d. Term Limits. The District's election on November 7, 2023 included a ballot question to eliminate term limits pursuant to Article 18, Section 11 of the Colorado Constitution. The question passed.

e. Advisory Board. The board of directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the board of directors desires assistance. The board of directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The board of directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District's boundaries initially consist of approximately 14 acres. A legal description of the District's boundaries is attached as Exhibit B and a map of the District's boundaries is attached as Exhibit C. Future inclusions or exclusions shall be considered by the Town Council in accordance with the Act.

4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of the significant amount of public improvements and services required within the boundaries of the District

consistent with the approved development and land use plans for the property within the District; however, there may be instances where the District will provide public improvements or services outside of the boundaries of the District as may be required for development of the project. The District shall have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will finance, construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Act, Section 31-25-1201, et seq., C.R.S., lawfully be paid for by the District, including, without limitation, water improvements, safety protection devices, sanitation improvements, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, security, landscaping, irrigation canal, and storm and wastewater management facilities and associated land acquisition and remediation. The District also anticipates providing services as authorized pursuant to Section 31-25-1212(1)(f), C.R.S.

The property owners of the District request that the Town designate the territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

5. ADMINISTRATION, OPERATIONS, SERVICES, AND MAINTENANCE

The District shall provide services and provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

a. 2026 Budget. The proposed 2026 Budget for the District is attached as Exhibit D. The District anticipates a bond issuance in 2026, as reflected in the 2026 Budget.

b. Authorized Indebtedness. The District held an election on November 7, 2023 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$2,100,000, provided that debt which has been refunded shall be excluded from this limitation.

c. Property Tax and Mill Levy Caps. The District's taxing ability shall not exceed an aggregate of 15 mills for debt service and 10 mills for general operations and administrative purposes. The mill levy caps set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after January 1, 2023. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levies, as adjusted for changes occurring after January

1, 2023, are neither diminished nor enhanced as a result of such changes.

d. District Revenues. The District anticipates developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District shall also have the power to fix, and from time to time increase and decrease, rates, tolls, and charges for any services or improvements the District furnishes, as provided in Section 31-25-1212(1)(k), C.R.S. The District may also be the beneficiary of a public improvement fee.

e. Existing Debt Obligations. The District has no current debt.

f. Future Debt Obligations. Depending on certain factors, including market conditions, the District may issue bonds in 2026 to finance the construction of the public improvements if the District's Board of Directors determines it to be appropriate based on the circumstances.

g. Financial Obligations. The District may enter into agreements including reimbursement or similar agreements and leases as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

h. Non-Default Provisions. Limited tax general obligation bonds the District issues shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

i. Debt of the District. The debt of the District will not constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any debt issued by the District.

7. 2026 ACTIVITIES, PROJECTS AND CHANGES

It is anticipated that the District will primarily be engaged in the financing of public improvements in 2026.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations, the District will seek to dissolve pursuant to Section 31-25-1225, C.R.S.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of the Act.

EXHIBIT A

Director and Other Contact Information

Board of Directors:

Grant Nelson	731 Norwich Court Castle Pines, CO 80108
Josh Brgoch	11972 S. Silvertop Circle Parker, CO 80134
Ed Kubly	9185 Wilde Lane, Unit 301 Parker, CO 80134

District General Counsel:

WBA, PC
Megan J. Murphy, Esq.
Matt R. Fegan, Esq.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
303-858-1800
mmurphy@wbapc.com
mfegan@wbapc.com

EXHIBIT B
Legal Description of District Boundaries

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH $89^{\circ}15'13''$ EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH $89^{\circ}15'13''$ EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH $00^{\circ}44'47''$ WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH $53^{\circ}05'57''$ WEST A DISTANCE OF 77.99 FEET;
THENCE NORTH $10^{\circ}51'05''$ WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF $10^{\circ}27'51''$ HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH $16^{\circ}05'00''$ WEST AND A DISTANCE OF 562.65 FEET;

THENCE NORTH $21^{\circ}50'47''$ EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;

THENCE NORTH $67^{\circ}44'14''$ EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF $21^{\circ}32'17''$ HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH $77^{\circ}57'51''$ EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF $110^{\circ}55'25''$ HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH $57^{\circ}20'35''$ EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF $17^{\circ}11'35''$ HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH $60^{\circ}09'45''$ EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF $11^{\circ}48'18''$ HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH $74^{\circ}39'41''$ EAST AND A DISTANCE OF 200.02 FEET;

EXHIBIT 1

THENCE SOUTH 08°15'28" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;
THENCE SOUTH 66°27'14" EAST A DISTANCE OF 195.03 FEET;
THENCE SOUTH 01°02'54" EAST A DISTANCE OF 790.17 FEET;
THENCE SOUTH 87°46'51" WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.

EXHIBIT 1

EXHIBIT C
Boundary Map

EXHIBIT 1

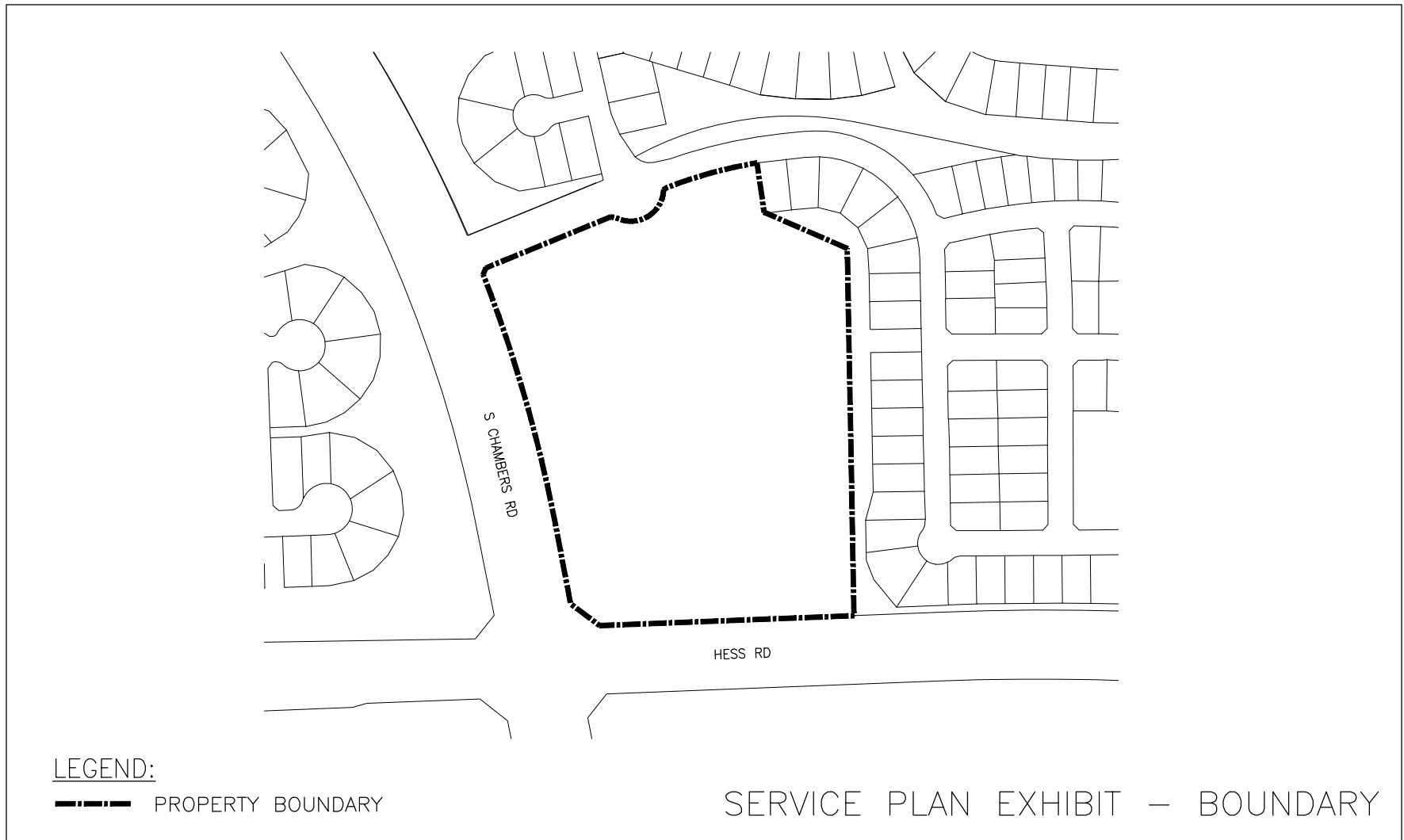


EXHIBIT 1

EXHIBIT D

2026 BID Budget

EXHIBIT 1

Chambers Commercial Business Improvement District
Proposed Budget
General Fund
For the Year ended December 31, 2026

	Adopted Budget <u>2024</u>	Estimate <u>2024</u>	Adopted Budget <u>2025</u>	Estimate <u>2025</u>	Proposed Budget <u>2026</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ 20,428
Revenues:					
Property taxes	-	-	49,778	49,778	58,303
Specific ownership taxes	-	-	2,489	1,897	2,915
Developer Advance	50,000	25,000	15,004	-	-
Interest income	-	-	-	-	-
Total revenues	<u>50,000</u>	<u>25,000</u>	<u>67,271</u>	<u>51,675</u>	<u>61,218</u>
Total funds available	<u>50,000</u>	<u>25,000</u>	<u>67,271</u>	<u>51,675</u>	<u>81,646</u>
Expenditures:					
Accounting/Adm/Management	2,500	5,000	2,500	5,500	2,500
Legal	15,000	10,000	15,000	15,000	15,000
District Engineer	10,000	5,000	10,000	5,000	10,000
Insurance	2,500	-	2,500	-	2,500
Mangement	1,500	-	1,500	-	1,500
Snow removal			20,000		20,000
Miscellaneous Expense	-	-	-	-	-
Treasurer's Fees	-	-	747	747	875
Miscellaneous Expense	2,000	5,000	2,000	5,000	2,000
Contingency	15,000	-	11,524	-	25,771
Emergency reserve (3%)	<u>1,500</u>	<u>-</u>	<u>1,500</u>	<u>-</u>	<u>1,500</u>
Total expenditures	<u>50,000</u>	<u>25,000</u>	<u>67,271</u>	<u>31,247</u>	<u>81,646</u>
Ending fund balance	\$ -	\$ -	\$ -	\$ 20,428	\$ -
Assessed valuation	<u>\$ 2,948,370</u>		<u>\$ 4,944,150</u>		<u>\$ 4,921,340</u>
					<u>\$ 587,150</u>
					<u>\$ 4,334,190</u>
Mill Levy	<u>-</u>		<u>10.068</u>		<u>11.847</u>

EXHIBIT 1

Chambers Commercial Business Improvement District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2026

	Adopted Budget <u>2024</u>	Estimate <u>2024</u>	Adopted Budget <u>2025</u>	Estimate <u>2025</u>	Proposed Budget <u>2026</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Bond proceeds	-	-	2,100,000	-	2,100,000
Total revenues	-	-	2,100,000	-	2,100,000
Total funds available	-	-	2,100,000	-	2,100,000
Expenditures:					
Issuance costs	-	-	84,000	-	84,000
Capital expenditures	-	-	1,806,000	-	1,806,000
Transfer to Debt Service	-	-	210,000	-	210,000
Total expenditures	-	-	2,100,000	-	2,100,000
Ending fund balance	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT 1

Chambers Commercial Business Improvement District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2026

	Adopted Budget <u>2024</u>	Estimate <u>2024</u>	Adopted Budget <u>2025</u>	Estimate <u>2025</u>	Proposed Budget <u>2026</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ 76,393
Revenues:					
Property taxes	-	-	74,667	74,667	76,798
Specific ownership taxes	-	-	3,733	2,846	3,840
Transfer from Capital Project Fund	-	-	210,000	-	210,000
Total revenues	-	-	288,400	77,513	290,638
Total funds available	-	-	288,400	77,513	367,031
Expenditures:					
Bond interest	-	-	105,000	-	105,000
Treasurer's fees	-	-	1,120	1,120	1,152
Trustee / paying agent fees	-	-	-	-	-
Total expenditures	-	-	106,120	1,120	106,152
Ending fund balance	\$ -	\$ -	\$ 182,280	\$ 76,393	\$ 260,879
Assessed valuation	<u>\$ 2,948,370</u>		<u>\$ 4,944,150</u>		<u>\$ 4,921,340</u>
Mill Levy	<u>-</u>		<u>15.102</u>		<u>15.605</u>
Total Mill Levy	<u>-</u>		<u>25.170</u>		<u>27.452</u>



Request for Town Council Action

Date: October 20, 2025

Submitted By: Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-069**
A Resolution Approving the 2026 Operating Plan and Proposed Budget for the Downtown Parker Business Improvement District; and Providing Other Details Relating Thereto

Department: Finance, Chris Fiandaca

EXECUTIVE SUMMARY

The Business Improvement District Act, specifically Section 31-25-1211 of Colorado Revised Statutes requires that the Downtown Parker Business Improvement District (the "District") file an operating plan and budget with the Town Clerk no later than September 30 of each year.

Under the Business Improvement District Act, the Town Council must consider the operating plan and budget within 30 days of the submittal of all required information, and either approve such documents or request additional information. This operating plan and budget were received on September 25, 2025, and the Town Council has determined that no additional information is necessary.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On August 21, 2023, Town Council adopted Ordinance 13.111 which organized the Downtown Parker Business Improvement District; to provide for an election of the Board of Directors of the Districts and appoint the initial Directors thereto, and to approve the 2023-2024 operating plan and budget for the District.

The District's taxing ability shall not exceed an aggregate of 8 mills for general operations and administrative purposes.

FINANCIAL IMPACT

As a separate legal entity, the financial activities of the Downtown Parker Business Improvement District are separate from those of the Town. Responsibility for its indebtedness is specific to the property in the District and is not an obligation of the Town. The Operating Plan and Budget project sufficient revenues to meet the financial obligations of the BID and to maintain a positive fund balance.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 25-069

RECOMMENDED MOTION

I move to approve Resolution No. 25-069, as part of the regular agenda.

RESOLUTION NO. 25-069, Series of 2025

TITLE: A RESOLUTION APPROVING THE 2026 OPERATING PLAN AND PROPOSED BUDGET FOR THE DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT; AND PROVIDING OTHER DETAILS RELATING THERETO

WHEREAS, the Downtown Parker Business Improvement District (the “District”) is a business improvement district within the Town duly organized pursuant to the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., and by Ordinance No. 13.111, Series of 2023, adopted by the Town Council of the Town of Parker on August 21, 2023;

WHEREAS, pursuant to Section 31-25-1211, C.R.S., the District filed its operating plan and proposed budget for fiscal year 2026 with the Town on September 25, 2025 (the “2026 Operating Plan and Budget”);

WHEREAS, the Town Council of the Town of Parker has reviewed the 2026 Operating Plan and Budget and has determined that it has sufficiently identified the services or improvements to be provided by the District, and the taxes, fees, or assessments to be imposed by the District; and

WHEREAS, the Town Council therefore desires to approve the 2026 Operating Plan and Budget.

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

Section 1. **Approval.** The 2026 Operating Plan and Budget, attached as **Exhibit 1** and incorporated by this reference, is hereby approved.

RESOLVED AND PASSED this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

2026 OPERATING PLAN AND PROPOSED BUDGET

DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT

TOWN OF PARKER, COLORADO

TABLE OF CONTENTS

1. PURPOSE AND SCOPE OF THE BID	3
2. BID BOUNDARIES	3
3. ADMINISTRATION, OPERATIONS, AND SERVICES	4
4. FINANCIAL PLAN AND BUDGET	5

EXHIBIT A: List of Current Board Members

EXHIBIT B: Proposed Budget 2026

EXHIBIT C: District Boundary and Service Area Legal Description

EXHIBIT D: District Boundary and Service Area Map

1. PURPOSE AND SCOPE OF THE BID

District Name: The Downtown Parker Business Improvement District

Requirements for this Operating Plan: The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Downtown Parker Business Improvement District (the “District”) file an operating plan and proposed budget with the Town Clerk no later than September 30 of each year. This is the operating plan and budget for 2026 (the “Operating Plan”).

Under the statute, the Town is to annually approve an operating plan and proposed budget within 30 days of the submittal of all required information, but no later than December 5 of each year.

The District will operate and may carry out any activities permitted under the authorities and powers set forth in the Business Improvement District Act, Section 31-25-1201, et seq., Colorado Revised Statutes, as amended, as further described and limited by this Operating Plan.

What Must Be Included in the Operating Plan: Pursuant to the provisions of the Business Improvement District Act, this Operating Plan specifically identifies (1) the composition of the Board of Directors, (2) the services and improvements to be provided by the District, (3) the taxes, fees, and assessments to be imposed by the District, (4) the estimated principal amount of the bonds to be issued by the District, if any, and (5) such other information as the Town may require.

Purposes: The ongoing purposes of the District are to provide the services as set forth in this Operating Plan to support the commercial businesses within the District and to enhance the Town of Parker business community.

2. BID BOUNDARIES AND SERVICE AREA

BID Boundaries: The District’s boundaries and service area generally encompass the commercial area east of Parker Road along Main Street, to Pine Drive, more particularly described in [Exhibit C](#), attached hereto. A map of the BID’s boundaries and service area, which are coterminous, is attached to this document as [Exhibit D](#).

Consistent with the District’s establishing ordinance, personal property is not included in the BID boundaries or service area.

3. ADMINISTRATION, OPERATIONS, AND SERVICES

Services: The BID’s recommended work program includes the activities and priorities outlined below, which were informed by interviews with businesses, property owners, and Downtown Business Alliance (DBA) members. The work program may be adjusted as outreach continues. The services include:

- *Special Events*
 - ✓ Organize and manage seasonal festivals and street fairs
 - ✓ Ongoing events programming
 - ✓ Maintenance services during and after events
- *Physical Improvements & Beautification*
 - ✓ Decorative lighting, banners, public art, and landscaping improvements
 - ✓ Street furniture, lighting, and pedestrian and bike amenities
 - ✓ Maintenance services, including potential snow removal

EXHIBIT 1

- *Marketing, Promotions, and Identity*
 - ✓ Collaborative advertising and branding
 - ✓ Marketing tools for the district, including website, social media, targeted promotions
- *Economic Development*
 - ✓ Business retention & recruitment
 - ✓ Small business support

Program Management Structure: The BID will deliver programs and services for the business community within the BID boundaries who pay into the BID through a mill levy. The BID will have its own board and work program, separate and apart from other business associations in the community. Implementation of the BID's annual work plan and expenditures will be governed by the BID's Board of Directors.

The BID may contract with the existing Downtown Business Alliance (DBA) to execute the work plan. It can also decide to hire staff and carry out the program directly.

BID Governance: The BID Board consists of 5 members to allow for a diversity of property types, uses, and geography. To the extent practicable, the BID Board will be comprised as follows:

- 3 property owners
- 1 business tenant (non-property owners)
- 1 DBA member

A list of the current Board members is attached hereto as Exhibit A.

Town Services: BID services are designed to supplement existing Town services and to be in addition to Town services that are currently provided in Downtown Parker. BID services will not replace any existing Town services. The BID and the Town of Parker may enter into a Base Level of Services Agreement, which outlines the frequency and type of services currently being provided within the BID boundaries in order to ensure those services are not diminished once the BID is formed.

BID Term: BIDs in Colorado may be perpetual. However, the Downtown Parker BID will have an initial ten-year term lasting through December 31, 2033. Prior to the end of the initial term, the BID Board shall hold a public hearing on the question of continuing the BID. If following the public hearing the BID Board desires to extend the term of the BID, in the BID Board's discretion, the BID Board shall adopt a resolution requesting the Town Council to extend the term of the BID by a length of time set forth in the resolution, and the term may be extended by resolution of the Town Council. If the BID is not extended beyond the initial term for any reason, it shall be dissolved consistent with the provisions of the Business Improvement District Act.

Addition of Properties to the BID: Additional property outside of the BID boundaries may be added to the BID only after a petition is signed by the property owner(s), filed with the Town of Parker, and approved by the Town Council after public notice and hearing pursuant to C.R.S. § 31-25-1220.

4. FINANCIAL PLAN AND BUDGET

Assessment Methodology: The BID may impose an annual ad valorem property tax mill levy of up to 8.0 mills on all real property in the BID's boundaries (personal property, tax-exempt and non-commercial properties, including residential properties, are exempt from the BID's mill levy). The BID's budget will be based upon the 8.0 mill levy on taxable commercial real property in the BID. For the duration of the BID term there shall be a maximum mill levy rate of 8.0. However, the dollar amount in BID revenue collected annually shall not be capped. Approximately \$130,000 in revenue is expected in 2026 from the mill levy.

Other Revenues: Pursuant to statute, the BID may also obtain and utilize any other legally available funds such as funds through earned income, grants, and other sources including voluntary contributions from local governments and businesses.

The BID shall not be authorized to issue debt.

2026 Operating Budget: See Exhibit D.

EXHIBIT 1

EXHIBIT A

List of Current Board Members

1. Tony Mango
2. *Tony DeSimone*

With the Town's approval to appoint a replacement, Mr. DeSimone is expected to resign effective October 6, 2025. The Board requests the Town's approval to appoint Matthew Bischoff.

3. Brian Zehnder
4. Omar Castillo
5. Denise Haack

EXHIBIT 1

EXHIBIT B

Proposed Budget 2026

EXHIBIT 1

Budget	2025 Actuals	2026 Estimated Budget
Revenues		
Tax Revenue	\$118,678.00	
Tax Revenue Recivable	\$4,662.00	
Total Revenue	\$123,340.00	\$130,000.00
Expenses		
Flower Expense	\$29,487.00	\$30,000.00
Cleaning Expense	\$3,457.00	\$4,000.00
Banner Expense	\$4,000.00	\$2,500.00
Insurance Expense	\$398.00	\$425.00
Legal & Other Professional Expense	\$6,794.00	\$7,000.00
DBA Mareting & Events Grant	\$40,000.00	\$40,000.00 committed
Street Beaautication	\$550.00	\$750.00
Allocation to Future Project reserve	\$15,000.00	\$15,000.00
Sidewalk Snow Program	\$20,000.00	\$20,000.00
Total expense	\$119,686.00	\$119,675.00
Remaining Discretionary	\$3,654.00	\$10,325.00

EXHIBIT 1

EXHIBIT C

Legal Description of the Area within the Downtown Parker Business Improvement District Boundaries and Service Area

Owner Name	Street Address	Legal Description	Parcel No.
19420 MAIN LLC	19420 E MAINSTREET	LOT 1 PARKER GARAGE 0.22 AM/L	2233-221-18-001
20 MILE CENTRAL LLLP	19553 E MAINSTREET	LOT 2 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.908 AM/L	2233-221-03-019
20 MILE CENTRAL LLLP	19501 E MAINSTREET	LOT 1 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.387 AM/L	2233-221-03-018
ABDALLA I SULEIMAN	19550 E MAINSTREET	TR IN NE1/4 22-6-66 0.559 AM/L AKA PARCEL 3 TOWN OF PARKER 368-220	2233-221-00-032
ANDREW K CHANOS & MARILYN A CHANOS	19402 E MAINSTREET	TR IN SW1/4NE1/4 22-6-66 .534 AM/L TOWN OF PARKER (23261.04 SF)	2233-221-00-034
BONBECK PARKER LLC	11000 S PARKER RD 105	PT LOT 3 REPLAT OF PARKER CENTRAL AREA #5 0.954 AM/L	2233-221-06-008
BONBECK PARKER LLC	10970 S PARKER RD	MOST LOT 3 REPLAT OF PARKER CENTRAL AREA #5 7.715 AM/L	2233-221-06-007
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 24.173 AM/L RLTD\MTD R0619269 R0619271 & R0619276 (PT PINE CURVE PROPERTY)	2233-232-00-027
EAST MAIN SPE LLC	430 INDIANA ST, SUITE 200 GOLDEN, CO 80401	LOT 4 MAINSTREET & PINE MARKETPLACE 4TH AMD	2233-221-14-005
CD PARKER LLC	No official address listed	LOT 2B CIVIC CENTER 1 2ND AMD EXEMPTION	2233-221-15-004
CD PARKER LLC	No official address listed	LOT 2A CIVIC CENTER 1 2ND AMD EXEMPTION 1.418 AM/L	2233-221-15-003
CD PARKER LLC	19801 E MAINSTREET	LOT 1A1 PARKER CENTRAL AREA 1 AMD 2 0.911 AM/L	2233-221-20-001
CD PARKER LLC	19640 E MAINSTREET	LOT 1B MAINSTREET CENTER 1ST AMD 0.344 AM/L	2233-221-19-004
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 AKA PT UNBUILT ROW IN ROWLEY DOWNS 0.46 AM/L RLTD\MTD R0619269 R0619271 & R0619274 (PT PINE CURVE PROPERTY)	2233-232-00-029
FIRST NATIONAL BANK OF PARKER	10900 S PARKER RD	LOT 1 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.9158 AM/L	2233-221-06-001
H & A EDUCATIONAL ENTERPRISES LLC	10750 VICTORIAN DR	LOT 4 PARKER CENTRAL AREA 8 1ST AMD REPLAT OF LOT 3 1.00 AM/L	2233-221-03-006
JERRY R COOPER & BETTY L COOPER LIVING TRUST	19600 E MAINSTREET	LOT 1 PARKER MAINSTREET STUDIO 1 0.52 AM/L	2233-221-21-001
MCDONALDS USA LLC	10950 S PARKER RD	LOT 2 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.701 AM/L	2233-221-06-002

EXHIBIT 1

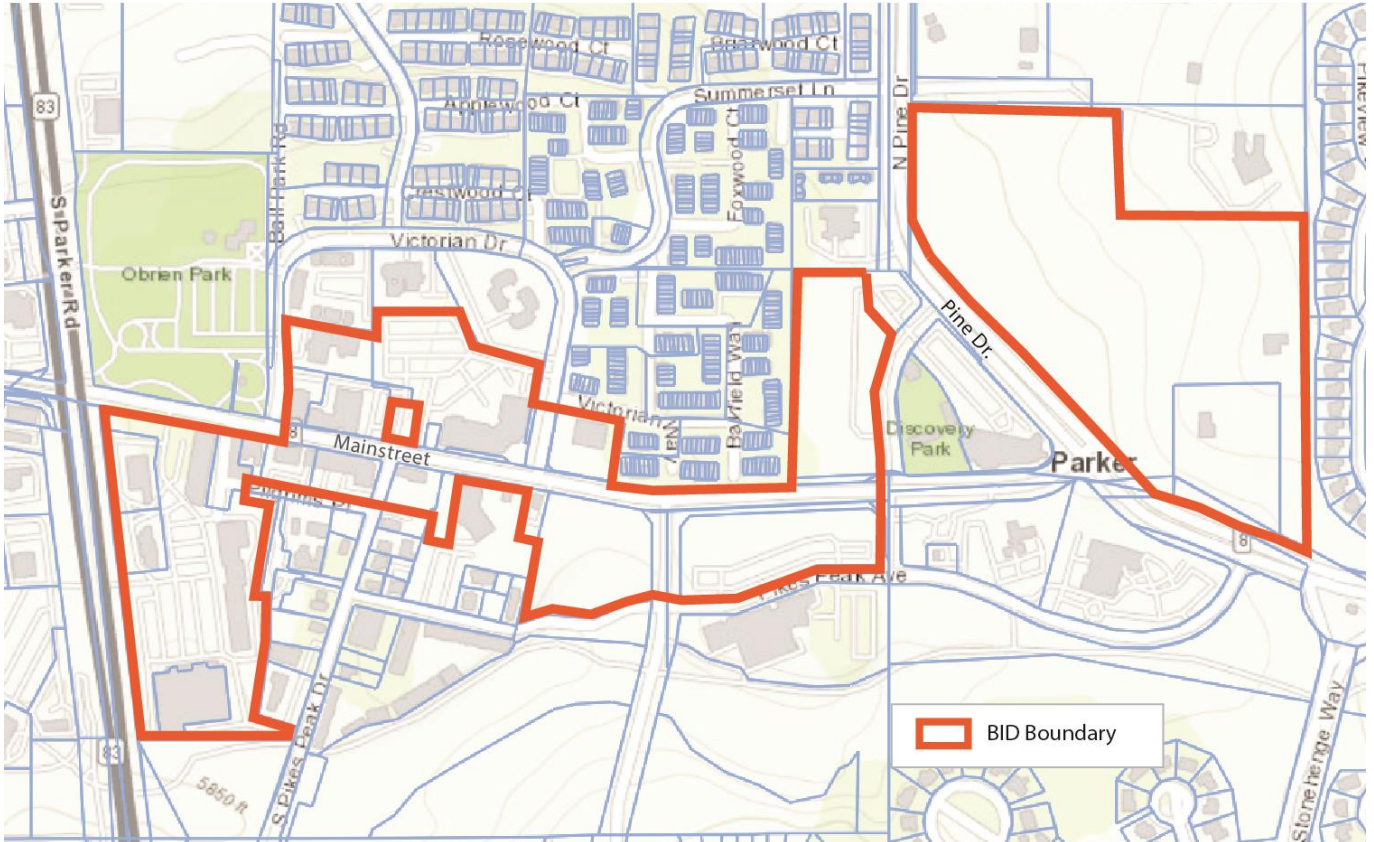
Owner Name	Street Address	Legal Description	Parcel No.
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	19751 E MAINSTREET	LOT 3 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 3.996 AM/L	2233-221-03-020
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	No official address listed	TR IN NE1/4 22-6-66. 0.072 AM/L TOWN OF PARKER	2233-221-00-011
PARKER MF PROJECT OWNER LLC	19865 E MAINSTREET	LOT 1 BLOCK 1 PARKER TOWN CENTER 2 AMENDMENT 1 2.968 AM/L	2233-221-25-001
PARKER MF PROJECT OWNER LLC	No official address listed	LOT 2 BLOCK 1 PARKER TOWN CENTER 2 AMENDMENT 1 0.087 AM/L	2233-221-25-002
PARKER MAINSTREET EXCHANGE LLC	19590 E MAINSTREET 110	2 TRACTS IN NE1/4 22-6-66 0.693 AM/L TOWN OF PARKER	2233-221-22-001
THOM COOK & ASSOCIATES LLC	19690 E MAINSTREET	LOT 2 MAINSTREET CENTER 0.226 AM/L	2233-221-19-002

Note: the above property information was accessed through the Douglas County Assessor's office online portal and is current as of ____.

EXHIBIT 1

EXHIBIT D

Map of the Area within the
Downtown Parker Business Improvement District Boundaries and Service Area



DOCID: DOCPROPERTY DOCXDOCID DMS=IManage Format=<<LIB>> <<NUM>>.<<VER>>



Request for Town Council Action

Date: October 20, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.663 - Second Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the Parker Road Sidewalk - North Side Gap Project (Between Cottonwood Drive and Valley Hi Drive), Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et. seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire easements for proposed trail/sidewalk improvements on the west side of Parker Road (State Highway 83) between Cottonwood Drive and the Valley Hi Drive area.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is moving forward with the final design of the next Parker Road trail/sidewalk project, which will be on the west side of Parker Road (State Highway 83) between the Cottonwood Drive (King Soopers) intersection to the Valley Hi Drive intersection area. The project will link to existing trails/sidewalks at the north project limit and the south project limit. At the north project limit, the project will connect into Preservation Park, which provides connections to the Cherry Creek Trail and the High Plains Trail. At the south project limit, the project will connect with an existing trail/sidewalk adjacent to the Cottonwood Kings Soopers.

While a portion of this proposed trail/sidewalk improvement project is located on CDOT right-of-way or Town property, there are areas where temporary construction easements will be needed for the improvements. As part of the Cottonwood King Soopers redevelopment, approximately 10 years ago, the development established a sidewalk easement via the plat for the proposed trail/sidewalk but did not consider the necessary temporary construction easements necessary to build it. This intent to acquire ordinance is for this needed sidewalk/trail improvement and will affect two (2) property owners. The total temporary construction

easement area of 26,517 SF (0.609 acres) is needed for this project.

FINANCIAL IMPACT

Funding for these acquisitions is included in the Streets Capital Projects (301-4310) approved funding.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



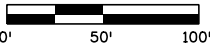
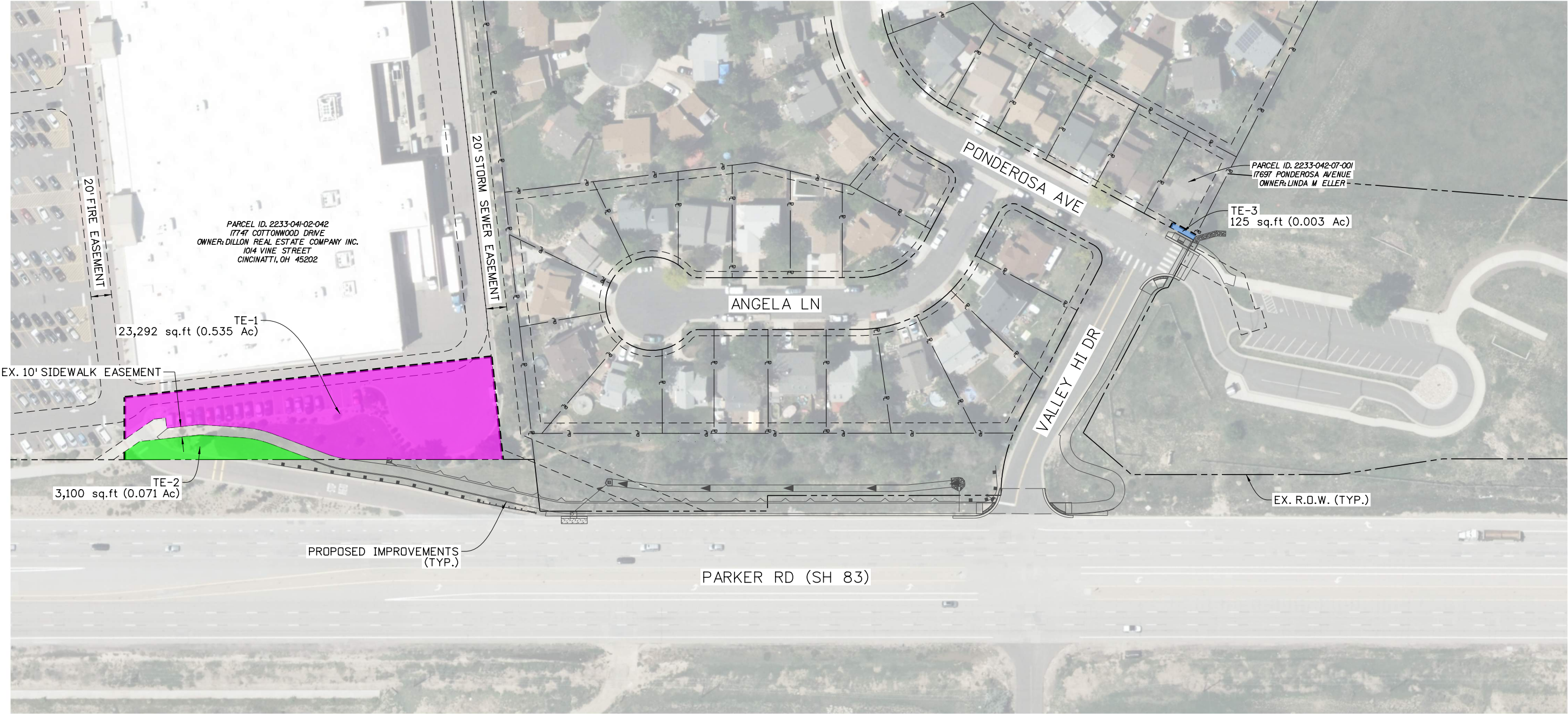
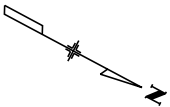
SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Easement Key Map
2. Ordinance No. 1.663

RECOMMENDED MOTION

I move to approve Ordinance No. 1.663 on second reading.



JeffBinning 12:37:27 PM Z:\Shared\Merge\25_002_PRSW North Gap\CADD\DCNs\Design\Sheets\Easement Key Map.dgn

Print Date: 8/28/2025
File Name: _Easement Key Map.dgn
Horizontal Scale: 1:100 Vertical Scale: NTS


Sheet Revisions		
Date:	Comments	Init.



PARKER
COLORADO

As Constructed	PARKER ROAD SIDEWALKS NORTH GAP TEMPORARY EASEMENTS KEY MAP			Project No./Code	
No Revisions:				CIP24-014	
Revised:	Designer: JRB	Structure Numbers			
	Detailer: JRB				
Void:	Sheet Subset: TEMP ESMT	Subset Sheets: 1 of 1		Sheet Number	

ORDINANCE NO. 1.663, Series of 2025

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING THE PARKER ROAD SIDEWALK – NORTH SIDE GAP PROJECT (BETWEEN COTTONWOOD DRIVE AND VALLEY HI DRIVE), THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS.

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town was previously granted a permanent easement for the sidewalk to be located on or around the Subject Properties, as defined below, as a part of the Parker Road Sidewalk – North Side Gap Project, but the Town did not also receive a temporary construction easement for the construction of the sidewalk at that time;

WHEREAS, the Town of Parker therefore wishes to acquire the parcels of property more particularly described in **Exhibit A** (temporary construction easement acquisitions), attached hereto and incorporated herein by this reference (the "Subject Properties"), for the purpose of constructing and improving the Parker Road Sidewalk – North Side Gap Project (between Cottonwood Drive and Valley Hi Drive), as generally depicted on **Exhibit B**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including without limitation the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice of Intent to Acquire. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado, intends to acquire the parcels of property more particularly described in **Exhibit A**.

Section 2. Public Purpose. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and sidewalks for the residents of the Town of Parker.

Section 3. Notice to Property Owner. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the

Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. Good Faith Negotiation. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. Retained Powers. In the prosecution of the within-authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. 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

PRSW GCS TE.dwg

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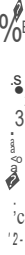
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**EXHIBIT A
PROPERTY DESCRIPTION
TEMPORARY EASEMENT - TE-1
TOWN OF PARKER PRSW NORTH GAP**

continued

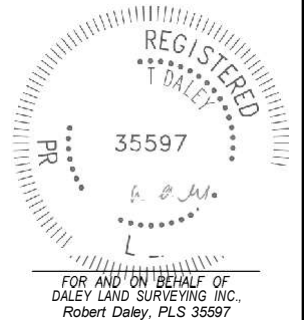
6. South 55°30'54" West, a distance of 10.00 feet;
7. South 34°29'06" East, a distance of 11.38 feet;
8. South 62°45'04" East, a distance of 34.04 feet;

THENCE South 61°48'20" West, a distance of 40.38 feet;

THENCE North 34°29'06" West, a distance of 355.19 feet to the southerly line of a 20' wide Storm Sewer Easement recorded at Reception No. 364296 in the public records of Douglas County;

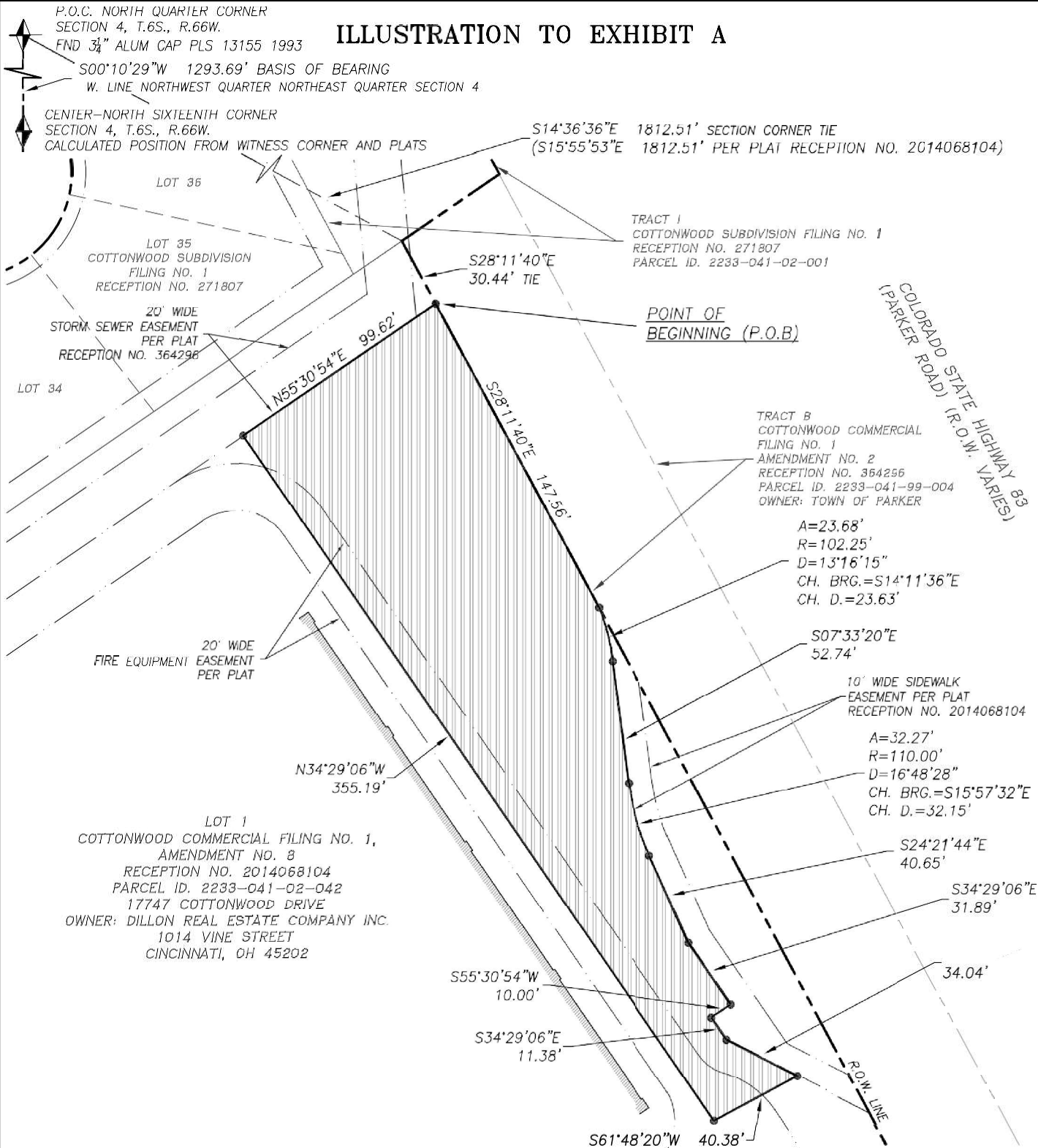
THENCE North 55°30'54" East, along said southerly line and southerly line extended, a distance of 99.62 feet to the Point of Beginning.

Containing 23292 Square Feet, or 0.535 Acres, more or less.



OWNER		THIS DOES NOT REPRESENT A MONUMENTED SURVEY. DALEY LAND SURVEYING, INC. PARKER, COLORADO 303.953.984.1	
DILLON REAL ESTATE COMPANY INC.			TEMPORARY EASEMENT NE 1/4 SECTION 4, T.6S., R.66W. TOWN OF PARKER DOUGLAS COUNTY, COLORADO
APN. 2233-Q41-Q2-Q42			
CALC: AW	DATE: 8/14/2025		
DRWN: AW	JOB No. 2106-005		
SHEET 2 OF 3			

ILLUSTRATION TO EXHIBIT A



OWNER DILLON REAL ESTATE COMPANY INC.	TEMPORARY EASEMENT NE 1/4 SECTION 4, T.6S., R.66W. TOWN OF PARKER DOUGLAS COUNTY, COLORADO		THIS DOES NOT REPRESENT A MONUMENTED SURVEY. DALEY LAND SURVEYING, INC. PARKER, COLORADO 303.953.9841
APN. 2233-041-02-042 CALC: AVV DATE: 8/14/2025 DRWN: AVV JOB No. 2106-005 SHEET 3 OF 3			0 60 SCALE: 1" = 60'

EXHIBIT A **PROPERTY DESCRIPTION** **TEMPORARY EASEMENT - TE-2** **TOWN OF PARKER PRSW NORTH GAP**

A tract or parcel of land over and across that parcel of land described as Lot 1, Cottonwood Commercial Filing No. 1, Amendment No. 8 recorded at Reception No. 2014068104 in the public records of Douglas County, located in the Northeast Quarter of Section 4, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the west line of the Northwest Quarter of the Northeast Quarter of Section 4, Township 6 South, Range 66 West of the Sixth Principal Meridian, assumed to bear South 00°10'29" West, a distance of 1293.69 feet. Monumented by a 3 1/4" aluminum cap marked PLS 13155 1993 on a #6 rebar at the North Quarter Corner and by the calculated position from a 3 1/4" aluminum cap marked PLS 24960 1999 25' Witness Corner on a #6 rebar and plats at the Center-North Sixteenth Corner of said Section 4.

Commencing (P.O.C.) at the North Quarter Corner of Section 4, Township 6 South, Range 66 West of the Sixth Principal Meridian;

THENCE South 14°36'36" East, a distance of 1812.51 feet (South 15°55'53" East, 1812.51 feet per plat Reception No. 2014068104 in the public records of Douglas County to the northeast corner of that parcel of land described as Lot 1, Cottonwood Commercial Filing No. 1, Amendment No. 8 recorded at Reception No. 2014068104 in the public records of Douglas County, the westerly right of way line of S. Parker Road (S.H. 83);

THENCE South 28°11'40" East, along the easterly line of said Lot 1 and said westerly right of way line, a distance of 214.31 feet to the easterly line of a JO' wide Sidewalk Easement recorded at said Reception No. 2014068104 and the Point of Beginning (P.O.B.);

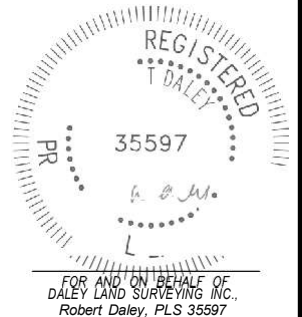
THENCE continuing South 28°11'40" East, along said easterly line and said westerly right of way line, a distance of 180.29 feet;

THENCE South 61°48'20" West, a distance of 7.58 feet to the easterly line of said JO' wide Sidewalk Easement;

THENCE along said easterly line the following five (5) courses:

1. North 62°45'04" West, a distance of 17.30 feet;
2. North 34°29'06" West, a distance of 58.47 feet;
3. North 24°21'44" West, a distance of 39.76 feet;
4. along a curve to the right an arc length of 29.34 feet, said curve having a radius of 100.00 feet, a delta angle of 16°48'28", a chord bearing of North 15°57'32" West, and a chord length of 29.23 feet;
5. North 07°33'20" West, a distance of 42.41 feet to the Point of Beginning.

Containing 3100 Square Feet, or 0.071 Acres, more or less.



**DILLON REAL ESTATE
COMPANY INC.**

APN: 2233-Q41-Q2-Q42
 CALC: AW DATE: 8/14/2025
 ORWN: AW JOB No. 2106-005

SHEET 1 OF 2

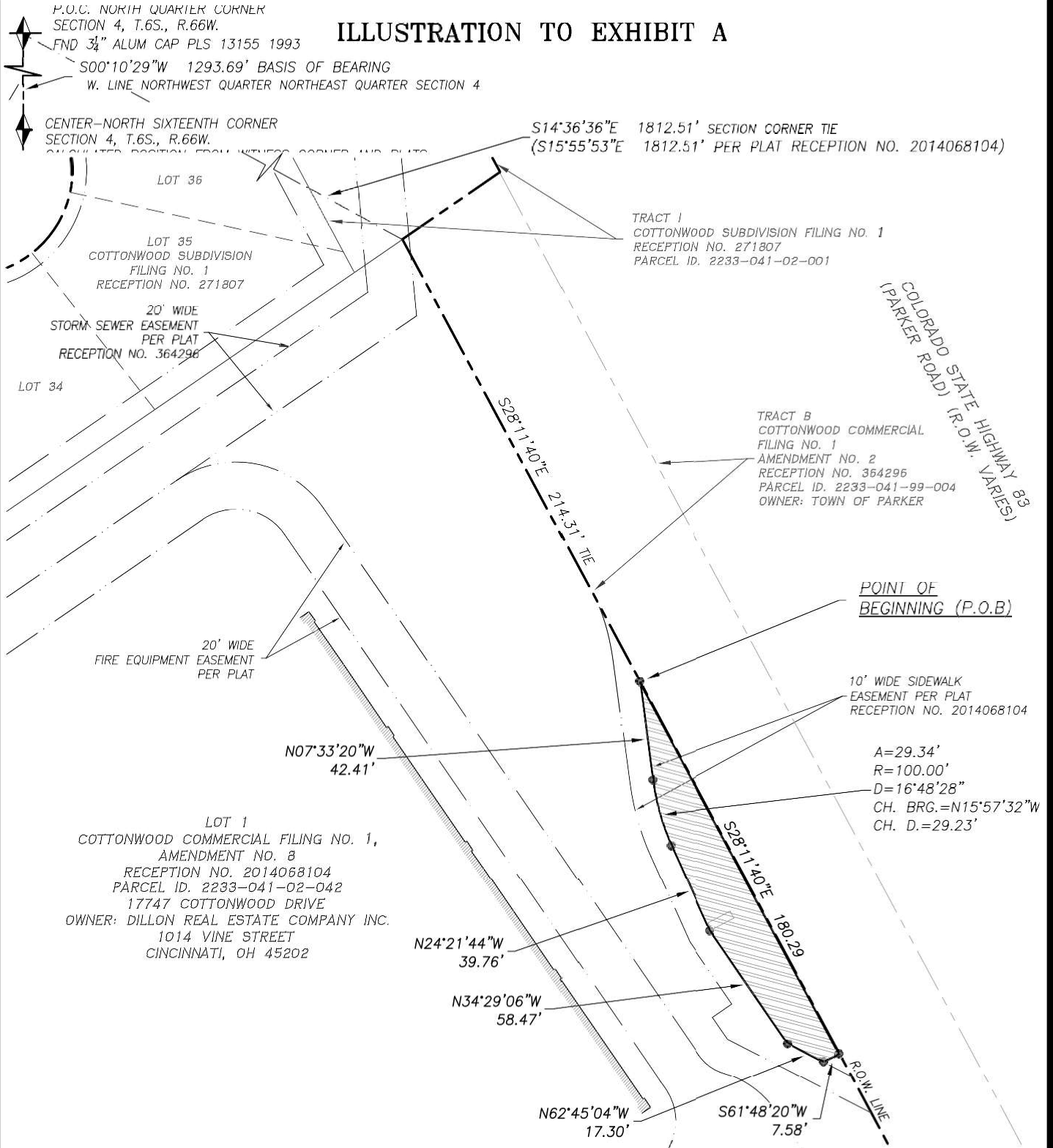
TEMPORARY EASEMENT

NE 1/4 SECTION 4, T.6S., R.66W.
 TOWN OF PARKER
 DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



ILLUSTRATION TO EXHIBIT A



OWNER DILLON REAL ESTATE COMPANY INC.	TEMPORARY EASEMENT NE 1/4 SECTION 4, T.6S., R.66W. TOWN OF PARKER DOUGLAS COUNTY, COLORADO		THIS DOES NOT REPRESENT A MONUMENTED SURVEY. DALEY LAND SURVEYING, INC. PARKER, COLORADO 303.953.9841
APN. 2233-041-02-042 CALC: AVV DATE: 8/14/2025 DRWN: AVV JOB No. 2106-005 SHEET 2 OF 2			0 60 SCALE: 1" = 60'

[illegible]

REGISTERED
PROFESSIONAL SURVEYOR
STATE OF ILLINOIS
NO. 35597
ROBERT DALEY

R. Daley
11-1-11

FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER LINDA M. ELLER		TEMPORARY EASEMENT NW 1/4 SECTION 4, T.6S., R.66W. TOWN OF PARKER DOUGLAS COUNTY, COLORADO	THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
APN. 2233-Q41-Q7-QQ1			 DALEY LAND SURVEYING, INC. PARMER, COLORADO 303.953.984.1
CALC: AW	DATE: 8/7/2025		
ORWN: AW	JOB No. 2106-005		
SHEET 1 OF 2			

ILLUSTRATION TO EXHIBIT A

NORTH QUARTER CORNER
SECTION 4, T.6S., R.66W.
FND 3/4" ALUM CAP PLS 13155 1993

TRACT A
NORTON FARM TRAILHEAD
RECEPTION NO. 2005077035
PARCEL ID. 2233-042-08-001
17710 VALLEY-HI DRIVE
OWNER: TOWN OF PARKER

TRACT A
NORTON FARM TRAILHEAD
RECEPTION NO. 2005077035
PARCEL ID. 2233-042-08-001
17710 VALLEY-HI DRIVE
OWNER: TOWN OF PARKER

COLORADO STATE HIGHWAY 83
(PARKER ROAD) (R.O.W. VARIES)

LOT 1, BLOCK 1
COTTONWOOD SUBDIVISION
FILING NO. 1, AMENDED PLAT
RECEPTION NO. 286997
PARCEL ID. 2233-042-07-001
17697 PONDEROSA AVENUE
OWNER: LINDA M. ELLER

POINT OF
BEGINNING (P.O.B.)
25' W.C.

N89°16'26"E
5.00'

S89°16'26"W
25.00' TIE

P.O.C.
CENTER-NORTH SIXTEENTH CORNER
SECTION 4, T.6S., R.66W.
CALCULATED POSITION FROM WITNESS CORNER AND PLATS

N87°57'09"E PER PLAT

S00°11'03"W
25.08'

N00°11'03"E
25.00'

N89°48'57"W
5.00'

VALLEY-HI DRIVE (60' R.O.W.)

LOT 67
10' WIDE UTILITY AND
DRAINAGE EASEMENT
PER PLAT

LOT 66
8' WIDE UTILITY AND
DRAINAGE EASEMENT
PER PLAT

6' WIDE GAS
EASEMENT PER PLAT

LOT 2
BLOCK 1

LOT 3
BLOCK 1

LOT 4
BLOCK 1

PONDEROSA AVENUE (50' R.O.W.)

6' WIDE GAS
EASEMENT
PER PLAT

10' WIDE UTILITY AND
DRAINAGE EASEMENT
PER PLAT

LOT 44
COTTONWOOD
SUBDIVISION
FILING NO. 1
RECEPTION NO.
271807

LOT 43

LOT 42

LOT 41

ANGELA LANE
(50' R.O.W.)

OWNER

LINDA M. ELLER

APN. 2233-041-07-001

CALC: AVV DATE: 8/7/2025

DRWN: AVV JOB No. 2106-005

SHEET 2 OF 2

TEMPORARY EASEMENT

NW 1/4 SECTION 4, T.6S., R.66W.
TOWN OF PARKER

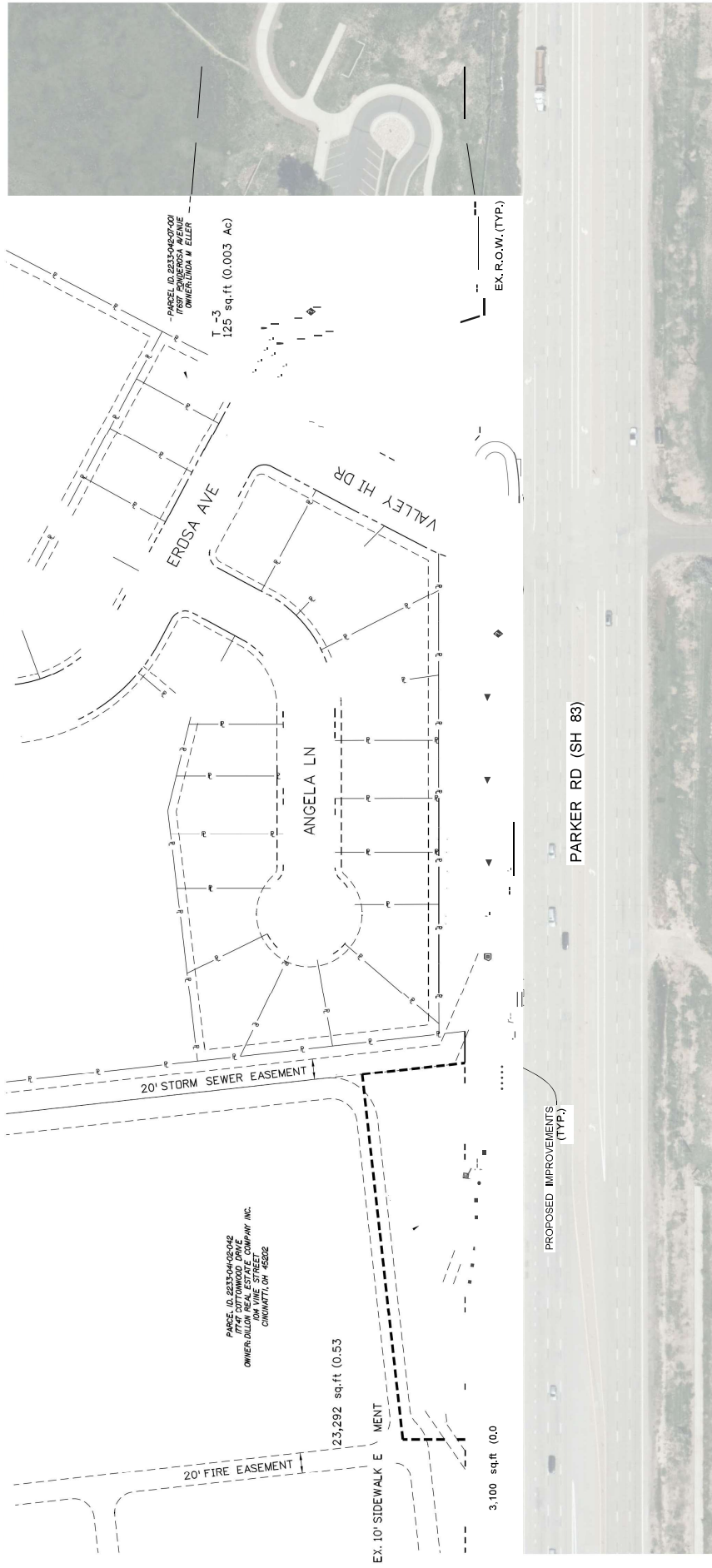
DOUGLAS COUNTY, COLORADO



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SCALE: 1" = 60'

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



[illegible]



Request for Town Council Action

Date: October 20, 2025

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.664 - Second Reading**
A Bill for an Ordinance Approving the Agreement for Professional Services to Perform a Feasibility Study for the Parker Senior Center By and Between the Town of Parker and Berry, Dunn, McNeil & Parker, LLC Regarding the Feasibility Study for the Parker Senior Center
Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

This ordinance is to approve the professional services agreement with Berry, Dunn, McNeil & Parker, LLC regarding the feasibility study to be conducted for the Parker Senior Center.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker in cooperation with the Parker Senior Center desire to conduct a comprehensive feasibility study for the Parker Senior Center (PSC) operations, including a facility assessment. The purpose of this study is to provide an objective evaluation of the long-term sustainability, facility needs, governance structure, and financial model of the PSC and to provide recommendations to guide the Town and PSC in planning for future growth, community needs, and efficient service delivery for Parker's aging population.

The Town distributed a Request for Proposals (#25-011) on July 14, 2025, for professional services for the provision of a feasibility study for the PSC. A team including Town staff and PSC representatives was formed to evaluate and score the submitted proposals. Berry, Dunn, McNeil & Parker, LLC received the highest score and was selected as the consultant to proceed with the study. The project team is local, and, if approved, the study will begin in October and be completed by April 30, 2026. Town Council will receive a final report of findings upon completion of the study.

FINANCIAL IMPACT

The cost to the Town is \$99,942, which will be transferred from contingency funds to cover the cost of the feasibility study.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.664

RECOMMENDED MOTION

I move to approve Ordinance No. 1.664 on second reading.

ORDINANCE NO. 1.664, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES TO PERFORM A FEASIBILITY STUDY FOR THE PARKER SENIOR CENTER BY AND BETWEEN THE TOWN OF PARKER AND BERRY, DUNN, MCNEIL & PARKER, LLC

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

Section 1. Approval of Agreement. The Town Council of the Town of Parker hereby approves the Agreement for Professional Services to Perform a Feasibility Study for the Parker Senior Center by and between the Town of Parker and Berry, Dunn, McNeil & Parker, LLC, which is attached hereto as **Exhibit 1** and incorporated herein by this reference (the “Agreement”), and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Approval of Donation of Services. The Town Council of the Town of Parker hereby approves the donation of the services described in the Agreement to the Parker Senior Center, as provided in Section 15.7 of the Town of Parker Home Rule Charter.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES [RFP 25-011]

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Berry, Dunn, McNeil & Parker, LLC, a Maine limited liability company (the “Consultant”).

RECITALS

- A. The Town distributed a Request for Proposals, Number 25-011, dated July 14, 2025, for professional services for the provision of a feasibility study for the Parker Senior Center (“PSC”), as more fully specified in the Agreement Documents (the “RFP”). The RFP documents and all addenda and attachments shall be collectively referred to as the “Bid Package.”
- B. The Consultant submitted the proposal determined to be the most advantageous to the Town and the Consultant is capable and willing to perform in accordance with the terms and conditions of this Agreement.
- C. Since the Services are being provided for the benefit of the PSC, the Services should be considered a donation from the Town to the PSC. Pursuant to Section 15.7 of the Town’s Home Rule Charter, Town Council has the authority to make donations on behalf of the Town. For clarity, the Consultant is not donating its services and will be compensated as outlined in Clause 5, a below and in Exhibit B.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the Consultant agree as follows:

- 1. **INCORPORATED DOCUMENTS.** The “Agreement Documents” shall consist of:
 - a. This Agreement;
 - b. The Scope of Services, attached hereto as **Exhibit A**;
 - c. The Consultant’s Rate Sheet, attached hereto as **Exhibit B**;
 - d. The Town’s Insurance Requirements, attached hereto as **Exhibit C**;
 - e. The Consultant’s Certificate of Insurance;
 - f. The Consultant’s IRS Form W-9;
 - g. The RFP; and
 - h. The Consultant’s Proposal, dated August 11, 2025,

all of which are incorporated herein by this reference, whether or not attached hereto. In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

2. **SCOPE OF SERVICES.** Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities, which are described or reasonably implied from the Agreement Documents (the “Services”). No adjustment or modification of the Agreement Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Agreement Documents.
3. **CONFIDENTIALITY.** During the course of Consultant’s performance of the Services, Consultant may have access to certain confidential and proprietary information owned by the Town or the PSC that may be disclosed to Consultant and Consultant’s employees, agents, representatives, assigns, or subcontractors orally, in writing, or by observation. All such information disclosed to Consultant or Consultant’s employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Agreement, and shall not be disclosed to any third party without prior written approval of the Town or the PSC, as applicable, unless required under the Colorado Open Records Act or other law. All tangible items or material developed by or made available to Consultant or Consultant’s employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the Town promptly upon the cancellation, termination, or completion of this Agreement.
4. **OWNERSHIP OF DOCUMENTS/DELIVERABLES.**
 - a. **Town Documents and Deliverables.** Any data, documents, or other things or information provided by the PSC to the Consultant (the “PSC Documents”), by the Town to the Consultant or to which the Consultant has access during the performance of the Services (the “Town Documents”) and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Consultant (the “Deliverables”) shall be and remain the sole property of the Town or PSC, respectively, at all times; and the Consultant shall not use any of the Deliverables or Town Documents or PSC Documents for any other purpose. The Town shall retain all right, title, and interest in and to both the Town Documents and the Deliverables. PSC shall retain all right, title, and interest in and to the PSC Documents. The Consultant shall provide to the Town all of the Deliverables and return all Town Documents and PSC Documents upon the date the Services are complete or upon the expiration or termination of this Agreement, whichever comes earliest. The Consultant shall not disclose to any third party any Town Document, PSC Document, or Deliverable without the prior written approval of the Town or PSC, as applicable, unless required under the Colorado Open Records Act or other law. Upon completion of the Services, and upon written request from the Consultant, the Town may, in its sole discretion, grant the Consultant a perpetual, worldwide, nonexclusive license to any of the Town Documents or Deliverables incorporated into the Services for the Consultant’s use and at Consultant’s expense. The Consultant shall make use of any licensed Town Documents or Deliverables, or information generated therefrom, at its own risk.
 - b. **Consultant Documents.** The Town acknowledges that the Consultant’s pre-existing documents, data, or other information that may be incorporated into the Services are an

instrument of professional service (“Consultant Documents”). Nevertheless, the Consultant hereby grants the Town a perpetual, worldwide, nonexclusive, irrevocable license to any of the Consultant Documents that are incorporated into the Deliverables.

5. **COMPENSATION.**

- a. **Agreement Price.** In consideration for the satisfactory completion of the Services, the Town shall pay the Consultant a total not to exceed amount of Ninety-Nine Thousand Nine Hundred Forty-Two and 00/100 Dollars (\$99,942.00) (the “Agreement Price”). Payment shall be made in accordance with the schedule of charges in **Exhibit B. The maximum Agreement Price specified herein shall include all fees and expenses incurred by the Consultant in performing all services hereunder. Except as expressly provided in the Agreement Documents, the Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.**
- b. **Invoicing.** The Consultant may submit invoices no more frequently than once per month that itemize the Services completed since the last invoice. The Consultant shall prepare the invoices at its sole cost and expense and shall include sufficient detail as determined by the Town to enable the Town to verify the appropriateness of the invoice. Invoices will be itemized and include the hourly breakdown for all personnel and other charges, and may be supplemented or accompanied by such supporting data as may be required by the Town. The Town shall pay the uncontested amounts on each invoice within thirty (30) calendar days after the receipt and approval of the invoice. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.
- c. **Invoices for Services Performed in a Prior Calendar Year.** In no event shall the Consultant submit invoices to the Town more than forty-five (45) days after the beginning of a new calendar year for Services performed in the previous calendar year. The Town shall have no liability for payment of invoices submitted more than forty-five (45) days after the beginning of a new calendar year for Services performed in the previous year.
- d. **Remedies for Nonpayment.** In the event payment of uncontested amounts for any given invoice has not been made within ninety (90) days of the Town’s receipt of the invoice, the Consultant may, after giving seven (7) days’ written notice and without penalty or liability of any nature, suspend all authorized Services specified herein. Upon receipt of payment in full for Services rendered, the Consultant will continue with all authorized Services.
- e. **Incorrect Payments.** Incorrect payments to Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction from subsequent payments due to Consultant under this Agreement or other contracts between the Town and the Consultant.

6. **NON-APPROPRIATION.** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not

appropriated. The Town's fiscal year is currently the calendar year. The Town shall give the Consultant written notice of such nonappropriation.

7. **TERM; COMMENCEMENT AND COMPLETION OF SERVICES.**

- a. **Term.** The term of this Agreement shall be from October 21, 2025, through and including April 30, 2026, unless earlier terminated as set forth herein.
- b. **Period of Performance.** The Consultant shall commence its performance of the Services upon full execution of this Agreement. If the Consultant is required to commence and complete the Services within a certain timeframe or on specific dates, that information shall be set forth in the Scope of Services. All time limits are of the essence in this Agreement. No Services shall be performed by the Consultant until the Town has received acceptable certificates of insurance.

8. **ENTIRE AGREEMENT.** This Agreement is the entire Agreement between the Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein. A change in the Scope of Services or to the Agreement Price shall constitute a material change to this Agreement. No such change shall be effective or paid unless authorized by written amendment executed by the parties. If the Consultant proceeds to perform the changed Services without written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. For purposes of clarity, the terms and conditions of any Consultant invoice, time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the Town notwithstanding any signatures on such form by a Town employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement and the Agreement Documents. Any Town employee's signature on Consultant's forms shall be effective only to establish receipt of services.

9. **PROFESSIONAL RESPONSIBILITY/WARRANTIES.** The Consultant represents and warrants that:

- a. It is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.
- b. The Services performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community; provided that this warranty shall not abrogate any independent duty of care owed by the Consultant to the Town.
- c. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other Services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs,

drawings, specifications, reports, and other Services, which fall below the standard of professional practice, and reimburse the Town for costs caused by errors and omissions which fall below the standard of professional practice.

- d. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for technical adequacy of the Services. Neither the Town's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- e. Any methodologies or programs or other intellectual property utilized under this Agreement were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets, or other proprietary or intellectual property rights of a third party.
- f. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

10. **TOWN OF PARKER BUSINESS LICENSE.** The Consultant agrees to obtain and maintain in good standing a Town of Parker Business License throughout the term of this Agreement, as well as any extensions issued under this Agreement.

11. **INDEMNIFICATION.** The Consultant shall indemnify, defend, and hold the Town and its officials and employees harmless from and against any and all claims, damages, losses, injuries, and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Consultant, its officers, employees, sub-contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation, or warranty made by the Consultant under this Agreement; (3) use by the Consultant of any intellectual property in connection with the Services (whether such intellectual property is owned by the Consultant or a third party) or the incorporation of the Consultant of any intellectual property into the Services; and (4) any workers' compensation claims brought by an officer, employee, subcontractor, or agent of the Consultant relating to or arising out of such person's performance of the Services. The Consultant need not indemnify, defend, and hold the Town and its officials and employees harmless from damages resulting from the negligence of the Town, its officials, or employees. The Town cannot, any by this Agreement does not, agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

12. **INSURANCE.**

- a. Generally. The Consultant shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect it from claims which may arise out of or result from operations under the Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The

insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Requirements attached hereto as **Exhibit C**. The Consultant shall not be relieved of any liability pursuant to the paragraph titled Indemnification by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The Consultant shall provide certificates evidencing such coverage to the Risk Manager prior to commencing the Services and during the term of this Agreement shall provide the Town written evidence of continuing insurance coverage prior to the expiration of the current coverage term. Should the Town request written evidence of continuing insurance coverage, such shall be provided to the Town within three (3) business days of its receipt of the request. The Consultant shall provide the Town no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage, including all policy renewal information. Any proposed change to the insurance coverage shall comply with the terms of this Agreement. Any deviations below the insurance standards set forth above must be approved by the Town of Parker Risk Manager. Should the Consultant not have prior notice of a change or cancellation to the insurance coverages, the Consultant shall notify the Town no later than two (2) business days after the Consultant receives notice of a change in or cancellation of coverage.

- b. Endorsement. The Consultant shall request that its Commercial General Liability insurance policy be endorsed to the Town. If requested by the Town, the Consultant shall request from its insurance company an endorsement to any other insurance policy for this Agreement, in a form approved by the Town Attorney's Office, which will require the insurance company to provide the Town with notice of cancellation of the policy. The Consultant shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.
- c. Certificate of Insurance. All certificates of insurance and guarantees required by this Agreement shall be submitted by the Consultant to the Town prior to commencement of the Services. Within a reasonable time after submittal, the Town shall either approve the certificates of insurance or notify the Consultant of any unacceptable conditions stating the specific reasons therefor. The Consultant shall promptly re-submit an acceptable certificate of insurance, which the Town shall review within a reasonable time. The Consultant shall not commence any of the Services until all required certificates of insurance have been accepted by the Town.
- d. Breach. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. Any termination of this Agreement does not relieve the Consultant from indemnification during the period this Agreement was in effect.
- e. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado

Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Town, its officials and employees is controlled and limited by the provisions of Section 2-10-101 et seq., C.R.S., as now or hereafter amended.

13. **NON-ASSIGNMENT; SUBCONTRACTORS; PERSONAL SERVICES.** The Consultant shall not assign this Agreement or employ any subcontractor without the prior written consent of the Town. The Consultant shall be responsible for the acts and omissions of its agents, employees, and subcontractors. The Consultant shall bind each subcontractor to the terms of this Agreement, and require or provide insurance coverage for each subcontractor as will protect them from claims which may arise out of or result from operations under this Agreement, in accordance with the terms of the paragraph titled Insurance. This Agreement is voidable by the Town and the Town may terminate this Agreement if the Consultant assigns or subcontracts its performance of this Agreement without the prior written consent of the Town, which may be denied or conditioned in the sole discretion of the Town. Any such assignment or subcontracting without the Town's prior written consent shall be a material breach of this Agreement. This Agreement may be a personal services agreement pursuant to which the Town intends to obtain the personal services of the individual designated in the Scope of Services whose knowledge, skills, and experience are deemed essential to the satisfactory performance of the Services (the "Key Personnel"). The Consultant shall not replace any of the Key Personnel unless (a) the Town requests a replacement, or (b) the Key Personnel is no longer employed with the Consultant and the Consultant finds a satisfactory substitute. The Town must approve all substitutes and, if no substitute is acceptable, the Town may terminate this Agreement. If this is a personal services agreement, such individual will be designated in the Scope of Services. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.
14. **TERMINATION.** The Town reserves the right to terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days' written notice to the Consultant. Either party may terminate this Agreement upon written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party; provided, however, that the terminating party has first given the other party written notice of the reason for such termination and the other party has failed to cure or rectify the issue or matter within fifteen (15) days of receipt of such notice. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further Services for the Town under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the Town. The Town shall pay the Consultant for all Services previously authorized and completed prior to the date of receipt of the notice of termination, and for other services required by the Town to be completed prior to termination and which are satisfactorily performed. In the event that the Town terminates this Agreement for cause, the provisions of the paragraph titled Damages shall apply.
15. **DAMAGES.** If the Consultant fails to comply with any material provision of the Agreement, the Consultant shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the Town because of such failure. All time limits stated in this Agreement are of the essence. The

Consultant's failure substantially to complete the Services in conformance with this Agreement shall result in damages suffered by the Town including, without limitation, the Town's cost to complete the Services together with any other expenses incurred, as determined by the Town. The Town may offset any amounts owed to it as damages against any monies due and owing to the Consultant under this Agreement. In addition, the Town shall be entitled to any other rights and remedies available to it in law or equity.

16. FORCE MAJEURE.

- a. Force Majeure Event. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure Event. For purposes of this Contract, Force Majeure Event shall mean a cause or event that: a) is not reasonably foreseeable, b) is not otherwise caused by or under the reasonable control of the party claiming a Force Majeure Event, c) could not reasonably have been expected to be taken into account at the time of contract formation, d) cannot reasonably be prevented, avoided, delayed, or mitigated despite the reasonable efforts of the nonperforming party, and e) materially affects a party's ability to perform. Force Majeure Events are events which meet the five-part test set forth in this section, and may include, without limitation, acts of god, natural disasters, civil or military disturbances, explosions, riots, wars, sabotage, terrorism, epidemics and pandemics, breakdown of communication facilities, injunctions, or labor strikes. For the avoidance of doubt, Force Majeure Event shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the nonperformance or delay of a subcontractor.
- b. Duties of Party Claiming a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the nonperforming party will promptly provide the other party with written notice that it is claiming a Force Majeure Event, along with a description of the event, the anticipated effect on performance, and the expected duration of the event's effect on the claiming party. The nonperforming party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The nonperforming party shall use reasonable diligence to minimize damages and to resume performance.

17. CONFLICT OF INTEREST.

- a. Personal or Private Interests. The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.
- b. Services to Others. The Consultant shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for the Consultant with regard to providing services pursuant to this Agreement.
- c. Constitutional Provisions. The Consultant shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of

violating the public trust in violation of Chapter 2.05 of the Parker Municipal Code or Resolution No. 06-101, Reaffirming and Adopting Standards of Conduct and Ethics Concerning Town Officials, Employees and Independent Contractors.

18. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE.** The Consultant is an independent contractor and is not an agent, servant, or employee of the Town. The Consultant and its employees are not entitled to workers' compensation benefits through the Town. The Consultant is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Consultant and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Town. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state, and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes, and income taxes.

19. **NOTICES.**

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

To the Town: Town of Parker
 Attn: Mary Colton, Director of Parks, Recreation and Open Space
 20120 E. Mainstreet
 Parker, Colorado 80138
 mcolton@parkerco.gov

and (send to all) Town of Parker
 Attn: Procurement Division
 20120 E. Mainstreet
 Parker, Colorado 80138
 procurement@parkerco.gov

Town of Parker
Attn: Legal/Town Attorney

20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

To the Consultant: Berry, Dunn, McNeil & Parker, LLC
Attn: Chad Snow, PMP, Principal, COO
2211 Congress Street
Portland, Maine 04102
csnow@berrydunn.com

All Key Notices to the Town shall include a reference to the Agreement, including the Consultant'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.

20. MISCELLANEOUS.

- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.
- b. Compliance With Law. The Services to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that affect the Consultant or those employed or engaged by it, the materials or equipment used, and the performance of the Services. The Consultant shall procure all necessary approvals, licenses, and permits at its own expense.
- c. Public Health Orders. The Consultant shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. Failure to abide by such requirements may result in termination of the Agreement.
- d. Nondiscrimination. The Consultant shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.
- e. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this

Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

- f. Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- g. Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.
- h. Sales Tax Exemption. The Consultant will not be required to pay Colorado State sales and use taxes for the Services. The Consultant may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.
- i. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the Consultant that any such person or entity, other than the Town and the Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- j. 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.
- k. Signature Authority. The individual signing this Agreement on behalf of the Consultant represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of the Consultant and to bind Consultant to the terms and conditions of this Agreement.

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

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

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

APPROVED AS TO FORM AND SUFFICIENCY
AS TO SECTIONS 11 AND 12:

Human Resources/Risk Management

**CONSULTANT: BERRY, DUNN, MCNEIL &
PARKER, LLC, a Maine limited liability
company**

By: _____
Chad Snow, PMP, Principal, COO

Date: _____

EXHIBIT A

Scope of Services

1. **Scope of Services**. The Consultant hereby agrees to and accepts responsibility to perform the following Services:

Conduct a **comprehensive feasibility study for Parker Senior Center operations including a facility assessment**. The purpose of this study is to evaluate the long-term sustainability, facility needs, governance structure, and financial model of the PSC and to provide recommendations to guide the Town and PSC in planning for future growth, community needs, and efficient service delivery for Parker's aging population.

The Consultant will be responsible for completing the following five areas of evaluation:

1. Facility Assessment

- Evaluate the building's current condition, accessibility, space usage, and compliance with relevant building codes.
- Identify and prioritize immediate and long-term repair needs.
- Evaluate the feasibility of facility expansion or replacement.

2. Organizational & Governance Review

- Analyze the current 501(c)(3) nonprofit governance and staffing model.
- Evaluate and compare alternative governance models for the Parker Senior Center (e.g., continued nonprofit operation, Town-managed, hybrid, or shared-use models), and provide a recommendation for the model that best supports long-term sustainability, service delivery, and alignment with community needs. Assess legal limitations impacting uses and potential disposition of the PSC facility and/or property such as deed restrictions or funding constraints.

3. Financial & Operational Review

- Review historical and projected operating budgets, revenue sources, and expenditures.
- Evaluate current funding strategies and identify potential new sources (e.g., grants, sponsorships, fee-based programs).
- Conduct a cost-benefit analysis of alternative operational and governance models.
- Issue recommendations for balancing provision of services and capital expenses with sustainable revenue streams.
- Prepare a long-term financial plan with recommended expense and revenue targets to ensure long-term sustainability for the PSC.

4. Community & Stakeholder Engagement

- Develop and execute a stakeholder engagement plan. Engage PSC staff, Board, members, volunteers, Town Council, Town staff, and key community partners.

- The engagement plan should assess member satisfaction, service gaps, membership fee structure, and future expectations for the PSC.

5. Demographics & Demand Forecasting

- Analyze demographic trends in Parker and surrounding areas (ages 50+, 65+).

- Project demand for senior services and facilities over the next ten-to-twenty years.

- Recommend changes to services portfolio and facility necessary to accommodate projected growth for the same ten-to-twenty-year timeframe.

Deliverables

- Project timeline and work plan

- Interim updates and stakeholder presentation

- Final written report with executive summary

- Financial and facility model comparisons

- Community engagement summary

- Presentation of findings to Town Council and PSC Board

In the event of any conflicts between this Agreement and any referenced solicitation documents, this Agreement shall control.

2. Other Requirements.

☒ Consultant may provide its W-9 by sending it to ap@parkerco.gov through an encrypted email, by sending it through the mail, or by delivering it in person. **BY SIGNING THIS AGREEMENT, THE CONSULTANT ACKNOWLEDGES THAT IF THE CONSULTANT'S NAME LISTED ON THIS AGREEMENT DOES NOT MATCH THE NAME ON THE W-9 SUBMITTED TO THE TOWN, THAT THIS MAY DELAY PAYMENT TO THE CONSULTANT, AND SHALL NOT BE DEEMED A BREACH OF THIS AGREEMENT BY THE TOWN.**

3. Personal Services Contract.

☒ No

☐ Yes. Key Personnel:

EXHIBIT B
Consultant's Rate Sheet

Phase	Costs
Phase 1: Discovery and Project Kickoff	\$12,461
Phase 2: Facility Assessment	\$10,280
Phase 3: Community Engagement	\$20,920
Phase 4: Financial and Operation Review	\$27,385
Phase 5: Demographics and Demand Forecasting	\$12,232
Phase 6: Final Report	\$16,664
Total	\$99,942

EXHIBIT C
Insurance Requirements

I	Prior to the commencement of any Services, the Consultant shall forward their certificate of insurance to the Town's Risk Manager at RiskManagement@parkerco.gov
II	The Certificate Holder must be: Town of Parker, Colorado 20120 E. Mainstreet Parker, Colorado 80138
III	The Town of Parker must be added as an additional insured to general liability, automotive liability, and any excess liability policies.
IV	Minimum Insurance Requirements
	Worker's Compensation - Statutory limits provided by an insurance carrier that is licensed to do business in Colorado. - This policy shall contain a Waiver of Subrogation on behalf of the Town of Parker. - Evidence of qualified self-insured status may be substituted for the workers' compensation requirements. Employer's Liability shall have the following minimum coverages: \$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
	Commercial General Liability - Must be on an Occurrence Form. - This policy must not exclude or reduce coverage for mobile equipment, personal injury, property damage, blanket contractual, independent contractor, and death. - Personal injury coverage must have the employee exclusion deleted. - This policy shall contain a Waiver of Subrogation on behalf of the Town of Parker. Commercial General Liability shall have the following minimum coverages: \$1 million each occurrence \$2 million general aggregate
	Commercial Automobile Liability - Includes hired and non-owned vehicles, if automobiles are used in the performance of Services under this Agreement. - Must have a combined single limit for bodily injury and property damage. Minimum coverages: \$1 million combined single limit per accident.
	Professional Liability/Errors and Omissions Limits Minimum coverages: \$1 million each occurrence \$2 million general aggregate
V	Additional Terms
	All deductibles or self-insured retentions ("SIRs") in excess of \$5,000 must be listed on the certificate of insurance. The insurance requirements specified by the Town shall remain in effect for the full term of the Agreement and any extension thereof. Updated certificates of insurance shall be sent to the Town as necessary during the term of the Agreement and prior to any extension thereof.
	The Town reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VIII. Additionally, the Town reserves the right to reject any insurance with relatively large deductibles or SIRs, deemed by the Town to pose too high of a risk based on the size of the Consultant, financial status or rating of the Consultant, or based on the size or type of the project and exposure.
	Any deviations below the standards given above must be approved by the Town of Parker's Risk Manager.

VI	Any subcontractors must meet the same insurance requirements for the Agreement unless the Risk Manager has approved a deviation in writing.
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Request for Town Council Action

Date: October 20, 2025

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.393 - Second Reading**
A Bill for an Ordinance Approving the Parks Funding Agreement By and Between the Town of Parker and the Douglas County Board of County Commissioners for the Salisbury Regional Park
Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

This ordinance is to approve the Parks Funding Agreement with the Douglas County Board of County Commissioners to receive \$7.5 million in grant funds for Salisbury Regional Park.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Salisbury Regional Park 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 Salisbury Park North Master Plan was developed through a public input process and approved by the Town Council in 2014. The Master Plan offers a range of amenities, including multipurpose soccer fields, multipurpose ballfields, pickleball courts, tennis courts, play areas, a bike park, picnic pavilions, restrooms, parking, landscaping, public art, and irrigation.

In 2024, a site plan was developed for the Phase 1 park expansion, which includes four lighted natural grass multi-purpose ball fields, two lighted synthetic turf multipurpose soccer fields, a playground, batting cages, restrooms, parking, utilities, landscaping, and irrigation.

A grant application was submitted to Douglas County in September 2024, requesting funding for the Phase 1 project. Since then, funding of \$7.5 million was awarded for the Phase 1 project, and Douglas County drafted a funding agreement.

FINANCIAL IMPACT

The grant award amount is \$7.5 million, which will be used for the Salisbury Regional Park Phase 1 Project.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.393

RECOMMENDED MOTION

I move to approve Ordinance No. 9.393 on second reading.

ORDINANCE NO. 9.393, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE PARKS FUNDING AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE SALISBURY REGIONAL PARK

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 Parks Funding Agreement Regarding the Salisbury Park North Project, by and between the Town of Parker and the Douglas County Board of County Commissioners, 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
PARKS FUNDING AGREEMENT

Project Title: Salisbury Park North

Project Period: _____

Project Award: \$7,500,000

PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas,
State of Colorado (the “Board” or the “County”)

Address: 100 Third Street
Castle Rock, CO 80104

Telephone: (303) 660-7401

Facsimile: (303) 688-1293

Project Owner/Manager: **Town of Parker**

Address: 20120 E. Mainstreet
Parker, Colorado 80138

Contact Name: Brett Collins, Parks Project Manager

Telephone: (303) 805-3276

Email: bcollins@parkerco.gov

RECITALS

A. In 2022, the Douglas County voters approved a referred tax measure allocating funding for local parks with the discretion to make some of that funding available to local partners to fund public parks as recommended by a citizen advisory committee, the Parks Advisory Board.

B. Owner/Manager submitted a funding application to the Board that contemplates the execution of the project entitled above (the “Project”). The Project is described in more detail in **Exhibit A**.

C. Owner/Manager shall adhere to the payment terms outlined in **Exhibit B** and the reporting requirements outlined in **Exhibit C**.

D. The Board approved Owner/Manager’s application on **September 9, 2025**, subject to the execution of this funding agreement (the “Agreement”).

EXHIBIT 1 AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals and Exhibits A, B, and C. The recitals set forth above and all exhibits are hereby incorporated herein.

2. Funding and Project. Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Owner/Manager a sum not to exceed **\$7,500,000** (the "Funding Award"). Owner/Manager has already budgeted funds and agrees to provide additional funds to complete the Project. The Funding Award shall be used by Owner/Manager solely to complete the Project, in substantial conformity with **Exhibit A**.

3. Project Scope. Owner/Manager shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement. The Board has sole discretion to determine whether any changes constitute a material modification.

Owner/Manager agrees to manage all aspects of the design, land use entitlement, construction, permitting and inspections of the Project. The Owner/Manager shall be responsible for paying for all design, construction, permitting and inspection costs associated with the Project, including any cost in excess of the cost estimates shown on **Exhibit A**, as may be amended in accordance with the terms of this agreement.

Owner/Manager will own and maintain the Project that is located within property owned by the Owner/Manager or located within the jurisdiction of the Owner/Manager.

4. Authorized Representative. The Director of Community Development, or their designee, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving, the work performed by the Owner/Manager under this Agreement as may be needed.

5. Payment of Funding. Subject to the Board's determination in its sole discretion that Owner/Manager is in compliance with this Agreement, the Board shall disburse the funds for the Project subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **(\$7,500,000)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Owner/Manager. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. Reporting Requirement. Owner/Manager agrees to submit the reports as described in **Exhibit C**.

7. Procurement. To the extent possible, Owner/Manager shall adhere to the Douglas County Government purchasing policy or an equivalent selection process that will ensure fair and competitive bids/quotes are obtained for the use of any Grant Award funds under this Agreement. If Owner/Manager will significantly deviate from such a process, express written permission from the County must be obtained prior to proceeding with the Project. The County acknowledges and agrees that the Town of Parker purchasing processes are sufficient to meet this requirement.

8. Compliance with Regulatory Requirements and Federal and State Mandates. Owner/Manager hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including,

EXHIBIT 1

but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Owner/Manager agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

9. Confidentiality. The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

10. Indemnification. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Owner/Manager or any other person or entity whatsoever, for any purpose whatsoever. The Owner/Manager shall, to the extent permitted by law, defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Owner/Manager need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

11. Independent Contractor. The Owner/Manager is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Owner/Manager shall be and remain at all times, employees or volunteers of the Owner/Manager for all purposes. It is not intended, nor shall it be construed that the Owner/Manager, its employees, or volunteers are agents, employees or officers of the County for any purpose whatsoever.

12. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or any other immunities or defenses from liability otherwise available to the Parties.

13. Audits and Accounting. Owner/Manager shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Owner/Manager shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The Board shall have the right, upon reasonable notice to Owner/Manager, to audit the books and records of Owner/Manager which pertain to the Project and to the use and disposition of the Board funds. The Board shall retain the authority to audit for two years after Project completion.

14. Inspection. The Board shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

15. Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason at its sole discretion by providing Owner/Manager written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Owner/Manager shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

16. Effect of Project Completion or Termination. Owner/Manager agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Owner/Manager by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Owner/Manager's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

EXHIBIT 1

17. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Owner/Manager
to: Douglas County Community
Development Department, Parks
Division
Attn: Terence Quinn
100 Third Street
Castle Rock, CO 80104
(303) 660-7460
E-mail parksandtrails@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail attorney@douglas.co.us

and by the County to: Town of Parker
Attn: Town Manager
20120 E. Mainstreet
Parker, Colorado 80138
mkivela@parkerco.gov

with a copy to: Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. Assignment. Owner/Manager may not assign its rights under this Agreement.

19. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

20. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

21. Fax and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties

EXHIBIT 1

agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

22. Third Party Beneficiary. The Board and Owner/Manager hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Owner/Manager, and that no third-party beneficiaries are intended.

23. Waiver. The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

24. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

(remainder of page intentionally blank)

EXHIBIT 1

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

OWNER/MANAGER: Town of Parker

ATTEST:

Joshua Rivero, Mayor

Chris Vanderpool, Town Clerk

Date: _____

SEAL

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

ATTEST:

Abe Laydon, Chair

Hayley Hall, Deputy Clerk to the Board

SEAL

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Douglas J. DeBord
County Manager

Terence Quinn
Director, Community & Resource Services

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL CONTENT:

Christopher Pratt
Senior Assistant County Attorney

Christie Guthrie
Director of Finance

Date: _____

Date: _____

EXHIBIT 1
EXHIBIT A

PARK IMPROVEMENTS PROJECT DETAILS

The Salisbury Park North Project is described in the Project funding application submitted by the Owner/Manager dated 09/06/24 (attached). The Project scope and budget is further detailed below:

The Douglas County grant funds of \$7,500,000 for the Phase 1 Project will fund the following items over a two-year period.

- \$3,750,000 A portion of the four baseball/softball fields including:
- Sportsfield lighting
 - Grass
 - Covered dugouts
 - Ballfield playground
 - Batting cages
 - Fencing
- \$3,750,000 A portion of the two synthetic turf multi-purpose fields including:
- Sportsfield lighting
 - Synthetic Turf
 - Benches
 - Scoreboards
 - Fencing
- \$7,500,000 Total Douglas County Grant Funds

Town of Parker funding will include but not be limited to:

- Clearing, grubbing and demolition
- Earthwork
- Stormwater infrastructure
- Water, sewer, electrical
- Restroom building/pavilion
- Site lighting
- Concrete flatwork
- Parking lot/driveways
- Landscape
- Irrigation
- Fencing
- Signs
- Remaining ballfield and multi-purpose field costs

EXHIBIT 1
EXHIBIT B

PAYMENT TERMS

Douglas County will provide up to **\$7,500,000** in funding to be used exclusively for the Project as described in Exhibit A.

Once approved funding will be paid according to the following:

- Douglas County agrees to provide one disbursement of \$3,750,000 to the Owner/Manager in 2025 within 30 days of the execution of this Agreement.
- Douglas County agrees to provide one disbursement of \$3,750,000 to the Owner/Manager in 2026 within 30 days after requested by the Owner/Manager.
- Any amounts invoiced for the Project in excess of the total funds awarded under the Agreement are the responsibility of Owner/Manager.
- Costs to be covered by the County funds awarded for this Project are only for those directly incurred for actual work completed designing or constructing the Project in accordance with the plans, budget, and schedule previously approved by the County. No administrative, legal, maintenance, or other indirect design/construction costs will be reimbursed unless expressly permitted in writing by the County. At the sole discretion of the County, any changes to the Project not approved by the County may not be paid and any resultant reduction in costs of such changes may be deducted from the total Funding Award.
- If the project is not completed in three years' time the Owner/Manager will refund the County a proportional share (30%) of any amount less than the full \$25,101,829 that may not have been spent.
- If the project is completed for less than the full \$25,101,829, the Owner/Manager will refund a proportional (30%) share of any savings.

The parties intend that for purposes of Paragraph 3, a "material modification" shall be defined as an adjustment to the Project that results in a ten percent (10%) or greater change to the total Project budget.

The parties intend that for purposes of Paragraph 15, the County's right to terminate this Agreement for convenience is limited to a situation in which the County does not appropriate sufficient funds for this Agreement pursuant to C.R.S. §29-1-110. The County agrees that it shall not fail to appropriate the funds solely for the purpose of terminating this Agreement early, and in the absence of extenuating circumstances.

No official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and Owner/Manager shall not to hire, pay, or contract for services of any official, officer or employee of the County or otherwise take any action that could constitute or create a conflict of interest with the County.

EXHIBIT 1
EXHIBIT C

REPORTING REQUIREMENTS

Owner/Manager will ensure quarterly reporting to the County of the progress on the Project. These reports will include percentage complete, timeline/schedule to completion, any significant issues, and other information requested by the County for this particular Project. Any reports containing sensitive specialized information of security arrangements should be clearly marked "Not Intended For Public Disclosure" and the top and bottom of each page.

In addition to the above, the Owner/Manager will provide a final report within 90 days of the completion of the Project. The purpose of this report is to describe the results of the funding award. Focus your answers on how the Project was beneficial to the community and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. A sample report is shown below. Please review the organizational information and correct any information that may have changed.

Project Period: **From** _____ **To** _____

Organization: _____

Project Name: _____

Funding Amount: \$ _____

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

1. Describe how the Project funds were used, the progress made toward your goals and objectives and the impact on your facility (e.g. results or outcomes).
2. Describe any feedback you have received from outside your organization as a result of the Project.
3. Did you form any new partnerships? If yes, please describe the partnership(s) and the impact on your efforts.
4. If there were any major variances in the anticipated expenditures as compared to the approved budget submitted in your application, please describe what changed.
5. How many individuals are served by your organization that will be impacted by the Project?
6. Please provide pictures and/or design plans of the project.

Project Manager

Date