

TOWN OF PARKER COUNCIL AGENDA
February 4, 2019

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.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**

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

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

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

5. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

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

7. **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 - January 28, 2019*

B. *ORDINANCE NO. 1.528 - First Reading*

A Bill for an Ordinance to Approve the 2019 Memorandum of Understanding By and Between SungateKids and Agencies and Jurisdictions in the 18th Judicial District Concerning the Provision of Child Advocacy Service for Abused Children

Department: Police, David King

Second Reading: February 19, 2019

- C. *RESOLUTION NO. 19-008*
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor, and Appointment of Liaison Officers to Certain Boards and Commissions of the Town of Parker
Department: Town Attorney, Jim Maloney

D. *CONTRACTS OVER \$100,000*

1. *2019 Snow Removal Equipment and Dump Body*
Amount: \$120,187
Contractor: Kois Brother Equipment Company, Inc.
Department: Engineering/Public Works, James Gilbert
2. *2019 Replacement Vehicles for Police Department*
Amount: \$129,996
Contractor: Larry H. Miller Ford
Department: Engineering/Public Works, James Gilbert

8. **PUBLIC HEARINGS**

RESOLUTION NO. 19-009 -- (to be continued to February 19, 2019)
A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2
Department: Town Attorney, Kristin Schledorn

9. **ORDINANCES**

- A. **ORDINANCE NO. 1.527 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and Between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the Cities/Towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo and Limon
Department: Police Department, David King
Police Department, Jim Tsurapas

B. ORDINANCE NO. 9.267.2 - Second Reading

A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

February 4, 2019

“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. Replacement Intergovernmental Agreement between the Town and Douglas County regarding the collection and delivery of the countywide sales and use tax (expiring Justice Center Tax)

“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).”

2. Section 6.4 of the Town of Parker General Operation Manual (background policy employees/volunteers/contractor background checks)

**TOWN OF PARKER COUNCIL
MINUTES
JANUARY 28, 2019**

Mayor Mike Waid called the meeting to order at 5:35 P.M. Councilmember Poage was absent.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items. Under C.R. S. § 24-6-402(4)(e) there were three (3) items, the first was the First Amendment to Service Plan for Chambers Highpoint Metropolitan Districts Nos. 1-2, the second was a proposed 4th Amendment to the Cottonwood Highlands Annexation Agreement and the third was a proposed listing agreement for Town properties (My Mainstreet); under C.R.S. § 24-6-402(4)(b) there was one (1) item to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354.

EXECUTIVE SESSION

Joshua Rivero moved and Renee Williams seconded to go into Executive Session 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) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Renee Williams seconded to come out of Executive Session at 6:51 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:06 P.M.

The Mayor and Town Council led the audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

There were none.

PARKER CHAMBER OF COMMERCE UPDATES

No one was present to provide an update.

PUBLIC COMMENTS

Elaine Mariner introduced Todd Hendreks, one of the new members of the Parker Cultural and Scientific Commission.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they attended since the last Council meeting.

CONSENT AGENDA

- A. **APPROVAL OF MINUTES - January 7, 2019**
- B. **ORDINANCE NO. 9.267.2 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 By and Between Urban Drainage and Flood Control District and the Town of Parker
 Department: Engineering/Public Works, Jacob James
 Second Reading: February 4, 2019
- C. **ORDINANCE NO. 1.527 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and Between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the Cities/Towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo and Limon
 Department: Police Department, David King
 Police Department, Jim Tsurapas
 Second Reading: February 4, 2019
- D. **RESOLUTION NO. 19-006**
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Radiant Circle Apartment Investors LLC, for a Portion of Lot 1, Block 1, Pine Bluffs Filing No. 2
 Department: Engineering/Public Works, Alex Mestdagh
- E. **RESOLUTION NO. 19-007**
A Resolution to Appoint Regular Members to, and Fill Two Vacancies of, the Parker Cultural and Scientific Commission, and to Appoint the Chair
 Department: Cultural, Elaine Mariner
- F. **CONTRACTS OVER \$100,000**
1. **Trade Contractor Agreement for General Contracting Services for the Schoolhouse Plaza and Parking Lot Project**
 Amount: \$1,446,338.72
 Contractor: Iron Woman Construction and Environmental Services, LLC
 Department: Engineering and Public Works, Bob Exstrom

Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Items 6A through 6F.

The motion was approved unanimously.

TOWN ADMINISTRATOR

The Town Administrator's Winter report is on the Town's website.

ORDINANCES

A. ORDINANCE NO. 1.526 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to the Parker Water and Sanitation District for the Installation of Water and Sewer Pipeline on a Portion of Lot 1B, Mainstreet Center, 1st Amendment

Department: Engineering and Public Works, Alex Mestdagh

This ordinance will dedicate an easement to the Parker Water and Sanitation District (PWSD) on a Town-owned parcel, Lot 1B, Mainstreet Center, 1st Amendment. This easement is proposed to allow the Town to install a water service line and fire hydrant on this property as part of the reconstruction of the adjacent parking lot. The installation of these utilities is proposed to avoid future impacts to the new parking lot should this property develop in the coming years. This is being installed with this project to avoid impacting the new parking lot pavement should development occur in the near future. This easement is now proposed to cover the hydrant and associated items proposed on Lot 1B.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.526 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 9.284 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the City of Aurora and the Town of Parker Regarding the Design, Construction, Ownership and Maintenance of Kings Point Way

Department: Engineering and Public Works, Chris Hudson

A portion of the proposed Kings Point Way roadway is located north of Cottonwood Drive which is outside the Town's incorporated boundary. The Town has contractually committed to construct this roadway which requires an intergovernmental agreement (IGA) between the Town and the City of Aurora prior to project bidding. The amended IGA will address and formalize the design, construction, ownership and maintenance of that portion of Kings Point Way located in the City of Aurora.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 9.284 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:31 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: February 4, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.528 - First Reading**
A Bill for an Ordinance to Approve the 2019 Memorandum of Understanding By and Between SungateKids and Agencies and Jurisdictions in the 18th Judicial District Concerning the Provision of Child Advocacy Service for Abused Children

Department: Police, David King
Second Reading: February 19, 2019

EXECUTIVE SUMMARY

SungateKids is a Colorado-based 501(c)(3) nonprofit children advocacy agency serving the 18th Judicial District, which includes Arapahoe, Douglas, Elbert and Lincoln Counties. The current memorandum of understanding has expired and needs to be replaced with the attached memorandum of understanding.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

SungateKids offers a new way of providing child advocacy services for abused children using a comprehensive approach for victims and their families. SungateKids is a national leader in providing forensic interviews to child victims of crimes. The purpose of the memorandum of understanding is to establish the conditions under which individuals, agencies and jurisdictions in the 18th Judicial District may utilize the resources of the SungateKids during the investigation of allegations of child abuse and/or neglect.

FINANCIAL IMPACT

None. The SungateKids is funded by outside sources, including the State of Colorado, through SB11-232, which create a child abuse investigation surcharge.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Ordinance No. 1.528

RECOMMENDED MOTION

I move to approve Ordinance No. 1.528 on first reading and to schedule second reading for February 19, 2019, as part of the consent agenda.

ORDINANCE NO. 1.528, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE 2019 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SUNGATEKIDS AND AGENCIES AND JURISDICTIONS IN THE 18TH JUDICIAL DISTRICT CONCERNING THE PROVISION OF CHILD ADVOCACY SERVICE FOR ABUSED CHILDREN

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 2019 Memorandum of Understanding by and between SungateKids and agencies and jurisdictions in the 18th Judicial District concerning the Provision of Child Advocacy Services for Abused Children, 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. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

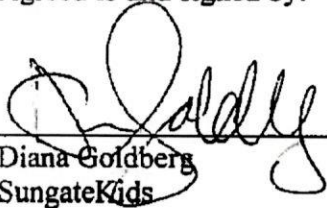
2019 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), signed to be effective as of January 1, 2019, is by and between SungateKids (SGK) a Colorado non-profit corporation, and the undersigned individuals, agencies and jurisdictions operating in the 18TH Judicial District. The parties agree as follows:

1. Each party agrees to support the concept and philosophy of SGK as a neutral, child-friendly agency promoting a comprehensive multidisciplinary team response to allegations of child abuse and/or neglect.
2. Each party agrees to follow the SGK protocols concerning forensic interviews, referrals for medical services, mental health services and victim advocacy services, when using SGK.
3. Each party agrees that all efforts will be made to interview and meet with children, adolescents and their non-offending caregivers at SGK.
4. Each party agrees that efforts will be made to coordinate each step of the investigative process to minimize the number of interviews to which the child is subjected, thus reducing the potential trauma to the child.
5. The parties that are investigative agencies (law enforcement agencies, the District Attorney's Office, and the Department of Human Services) agree to share resources with SGK during child abuse and/or neglect investigations, but shall maintain separate entities **at all times**.
6. SGK's team response to allegations of child abuse or neglect includes, but is not limited to: technical assistance for forensic interviews and recording of such interviews, family support coordination and victim advocacy, therapeutic support groups, non-offending parent support groups, case reviews, professional consultation, training, education, follow-up services and referral to medical and mental health services.
7. All parties will be invited and encouraged to attend trainings and/or peer review meetings sponsored by SGK, as appropriate.
8. All parties may and are encouraged to participate and/or present cases at the Multidisciplinary Case Review Team meeting, facilitated by SGK.
9. Each party agrees that suspected offenders are not allowed at SGK. (One exception to this policy is when a suspected offender is a juvenile and is being interviewed as a possible victim or witness to abuse. In such cases, no other children can be in the facility when the interview is taking place.)
10. Each party agrees within the bounds allowed by law to maintain the confidentiality of all records and information gathered on all child abuse cases.
11. Each party agrees that no children, adolescents and/or their non-offending caregivers will be charged for any services they receive at SGK.

12. The parties that are investigative agencies (law enforcement, the District Attorney's Office, and the Department of Human Services) agree to authorize SGK to use recording equipment in connection with providing investigative services under this MOU.
13. Each party can request general statistical information about cases seen at SGK not related to a specific individual case and will be able to obtain information about specific individual cases if they are directly involved in that investigation and release of this information does not violate appropriate confidentiality laws.
14. Each party agrees that, on occasion, exceptions to these guidelines may be necessary in order to serve the "best interests of the child."
15. It is understood that each party will work within its departmental mandates and policies. **Nothing contained in this MOU supersedes the statutes, rules and regulations governing each party.**
16. Mental health therapists are also responsible for meeting the requirements of the SGK/Therapist Linkage Agreements.
17. Each party shall continue to be responsible for cases arising from its jurisdiction. The employees of each party shall remain the employees of their respective agencies. Each agency shall be responsible for workers' compensation insurance, salaries, including overtime, and benefits for its employees. Negligent acts of an agency's employee or employees are the sole responsibility of that agency, and none of the agencies waive the benefits or obligations of the Colorado Governmental Immunity Act §24-10-101, et seq.
18. This MOU states the conditions under which individuals, agencies and jurisdictions in the 18th Judicial District may utilize the resources of SGK during the investigation of allegations of child abuse and/or neglect. Nothing in this MOU requires agencies and jurisdictions in the 18th Judicial District to use SGK.
19. This MOU may be signed in counterparts, and each counterpart shall be an MOU between SGK and the signatory.
20. This MOU shall remain in effect until amended in writing or terminated by either party.

Agreed to and signed by:


Diana Goldberg
SungateKids
1/3/2019
Date


George Brachler
District Attorney's Office for the 18th
Judicial District
07 JAN 19
Date

Additional signatories to the **MEMORANDUM OF UNDERSTANDING:**

Chief Nick Metz
Aurora Police Department

Sheriff Tyler Brown
Arapahoe County Sheriff's Office

Chief Bret Cottrell
Bow Mar Police Department

Chief Jack Cauley
Castle Rock Police Department

Chief Michelle Tovrea
Cherry Hills Police Department

Sheriff Tony G. Spurlock
Douglas County Sheriff's Office

Chief Bret Cottrell
Columbine Valley Police Department

Sheriff Tim Norton
Elbert County Sheriff's Department

Chief Stephen P. Hasler
Elizabeth Police Department

Chief John Collins
Englewood Police Department

Chief William Haskins
Glendale Police Department

Chief Dustin Varney
Greenwood Village Police Department

Marshall Jesse G. Schier
Hugo Marshal's Office

Chief Kevin Pope
Kiowa Police Department

Chief Lynn Yowell
Limon Police Department

Sheriff Tom Nestor
Lincoln County Sheriff's Department

Chief Doug Stephens
Littleton Police Department

Chief Kirk D. Wilson
Lone Tree Police Department

Date _____

Date _____

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Date _____

Date _____

Date _____

Date _____

Rico Munn	Date
Aurora Public Schools	

Steve Wilson	Date
Big Sandy High School	

Dr. Scott Siegfried	Date
Cherry Creek Schools	

Dr. Thomas S. Tucker	Date
Douglas County Schools	

Kelli Thompson	Date
Elbert School District 200	

Douglas Bissonette	Date
Elizabeth School District	

Dr. Wendy Rubin	Date
Englewood Public Schools	

Randy Holmen	Date
Genoa-Hugo School District	

Todd Werner	Date
Karval School District	

Denise Pearson/Jason Westfall	Date
Kiowa School District C-2	

Dave Marx	Date
Limon Public Schools	

Brian Ewert	Date
Littleton Public Schools	

Michael Clough	Date
Sheridan School District	



Request for Town Council Action

Date: February 4, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-008**
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor, and Appointment of Liaison Officers to Certain Boards and Commissions of the Town of Parker

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Under the Town Charter and the Parker Municipal Code, the Town Council is required to appoint a mayor pro tem and acting mayor, as well as Town Council liaisons/ex officio members to certain boards and commissions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council makes appointments following the annual Town Council Strategic Planning Retreat. The purpose of this resolution is to approve Town Councilmember appointments related to the mayor pro tem, acting mayor and certain Town boards and commissions, which were discussed at the Town Council retreat.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-008

RECOMMENDED MOTION

I move to approve Resolution No. 19-008, as part of the consent agenda.

RESOLUTION NO. 19-008, Series of 2019

TITLE: A RESOLUTION FOR TOWN COUNCIL APPOINTMENT OF MAYOR PRO TEM AND ACTING MAYOR, AND APPOINTMENT OF LIAISON OFFICERS TO CERTAIN BOARDS AND COMMISSIONS OF THE TOWN OF PARKER

WHEREAS, Section 3.3 of the Town of Parker Home Rule Charter provides that a Mayor Pro Tem shall be elected by the Town Council from its own membership;

WHEREAS, Section 3.3 of the Town of Parker Home Rule Charter provides that, in the event of the absence or disability of both the Mayor and the Mayor Pro Tem, the Town Council shall designate one of its members to serve as Acting Mayor during such absence or disability;

WHEREAS, the Town Council of the Town of Parker desires to elect both a Mayor Pro Tem and Acting Mayor, as provided in Section 3.3 of the Town of Parker Home Rule Charter;

WHEREAS, the Town Council of the Town of Parker appoints certain councilmembers to serve as liaison officers concerning certain boards and commissions; and

WHEREAS, the Town Council of the Town of Parker desires to appoint certain councilmembers to serve as Town Council liaison officers, to the extent provided in this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby elects John Diak to serve as the Mayor Pro Tem, as provided in Section 3.3 of the Town of Parker Home Rule Charter.

Section 2. The Town Council of the Town of Parker elects Renee Williams to serve as the Acting Mayor of the Town of Parker, in the event of the absence or disability of both the Mayor and the Mayor Pro Tem, as provided in Section 3.3 of the Town of Parker Home Rule Charter of the Town of Parker.

Section 3. The Town Council of the Town of Parker appoints Renee Williams and John Diak as the liaison officers for the Planning Commission.

Section 4. The Town Council of the Town of Parker appoints Renee Williams and Cheryl Poage as the liaison officers for the Special Licensing Authority.

Section 5. The Town Council of the Town of Parker appoints John Diak as the ex officio member of the Cultural and Scientific Commission and Debbie Lewis as the alternate ex officio member of the Cultural and Scientific Commission.

Section 6. The Town Council of the Town of Parker appoints John Diak as the Town Council representative to the Investment Advisory Committee.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: February 4, 2019
Submitted By: Jim Gilbert, Fleet/Facilities Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: 2019 Snow Removal Equipment and Dump Body

Amount: \$120,187
Contractor: Kois Brother Equipment Company, Inc.
Department: Engineering/Public Works, James Gilbert

EXECUTIVE SUMMARY

Staff is requesting authorization to proceed with the approved 2019 budget for the purchase of a dump truck with snow plow equipment. This purchase requires the construction and installation of specialized equipment onto a separately purchased cab and chassis. This up-fit of equipment is through Kois Brothers and provides the Town with a consistent and proven fleet of snow removal equipment which serves the primary and secondary snow removal routes throughout the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker Fleet Division has acquired snow and ice removal equipment from Kois Brothers and which has exceeded expectations over the years. Kois Brothers provide fair/competitive pricing and excellent service. Therefore, staff is recommending contracting with Kois Brothers again to provide the necessary equipment/services. The selection of Kois Brothers has met the Town of Parker's Purchasing Process and Policy.

The scope of work to be performed by Kois Brothers includes the purchase and installation of equipment to outfit a single axle large dump truck including; a seven (7) cubic foot dump body, the plow assembly, a combination sander/deicer unit, the associated emergency lighting package, and hydraulic system.

The Town currently maintains a fleet of fourteen (14) large plow trucks. These trucks have a planned service life of 12 years and/or 120,000 miles as primary indicators for replacement. This life expectancy has proven to provide the Town with a reliable unit while reducing the overall operating costs for critical maintenance items and extended down time.

FINANCIAL IMPACT

Funding of these items was approved as part of the 2019 budget.

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: February 4, 2019
Submitted By: Jim Gilbert, Fleet/Facilities Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **2019 Replacement Vehicles for Police Department**

Amount: \$129,996
Contractor: Larry H. Miller Ford
Department: Engineering/Public Works, James Gilbert

EXECUTIVE SUMMARY

The Town of Parker's Fleet Maintenance division is requesting authorization to proceed with the purchase of replacement vehicles for the Police Department. The approved 2019 budget included the purchase of four (4) replacement vehicles for the Police Department. The current units have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy. The subject vehicles clearly meet the conditions and criteria required for replacement, including age and mileage. These vehicles are being purchased for the use of the Town's Police Department and will be outfitted with appropriate equipment for Public Safety. These vehicles are being purchased through a cooperative bid process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations received by other government agencies. The State of Colorado issued an award to Larry H. Miller for the purchase of 2019 model year vehicles which includes various vehicle makes and models. The current standard police vehicles are included on this award and reflect a competitive bid price, defined options, and required minimum service requirements.

This request is for the purchase of three (3) replacement Patrol vehicles and one (1) Detective vehicle.

The Town's Fleet Replacement Policy provides that:

It is the policy of the Town to equip staff with the tools needed to provide services to our citizens in a professional, competent and safe manner. Among the biggest “tools” in accomplishing this task are vehicles and other fleet equipment (“Fleet Unit”). In addition, these items represent a substantial financial investment and must be handled in the most economic manner, both in their operation and in maximizing their disposal value.

The purpose of this policy is to establish procedures to ensure that the decision to replace fleet is in the best interest of the Town, financially and economically. This policy recognizes that extending the life of the fleet beyond the proper time for replacement only shifts the funding of fleet from being capital to operational in nature, and may actually increase expenses overall if repair costs surpass the cost to replace.

This policy recognizes that each Fleet Unit has a number of “lives.”

- Service life – amount of time a unit is capable of rendering service
- Economic life – amount of time the unit’s average total cost is at a minimum
- Technological life – amount of time the relative productivity of the unit is comparable to newer models

The following costs and other factors should be considered in determining Fleet Unit replacement recommendations.

- Operation/maintenance costs
- Repair costs
- Parts availability
- Downtime
- Technological obsolescence
- Condition
- Safety

FINANCIAL IMPACT

These vehicle replacements were approved in the 2019 budget. No further financial impacts are expected.

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: February 4, 2019

Submitted By: Kristin Schledorn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-009 -- (to be continued to February 19, 2019)**
A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

The purpose of Resolution No. 19-009 is to approve the request by Chambers Highpoint Metropolitan District Nos. 1 and 2 (the "Districts") to amend their consolidated service plan.

The Districts are requesting that the public hearing for this amendment be continued from the February 4, 2019, Town Council meeting to the Town Council meeting to be held on Tuesday, February 19, 2019.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

On October 3, 2016, the Town Council, by Resolution No. 16-063, approved the original consolidated service plan for the Districts. With this application, the Districts propose to amend their consolidated service plan so that they are authorized to assess and collect increased Development Fees.

The public hearing for this matter was scheduled for February 4, 2019, and notice was given as provided by the Special District Act.

The Districts are requesting that the public hearing for this amendment be continued from the February 4, 2019, Town Council meeting to the Town Council meeting to be held on Tuesday,

February 19, 2019.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

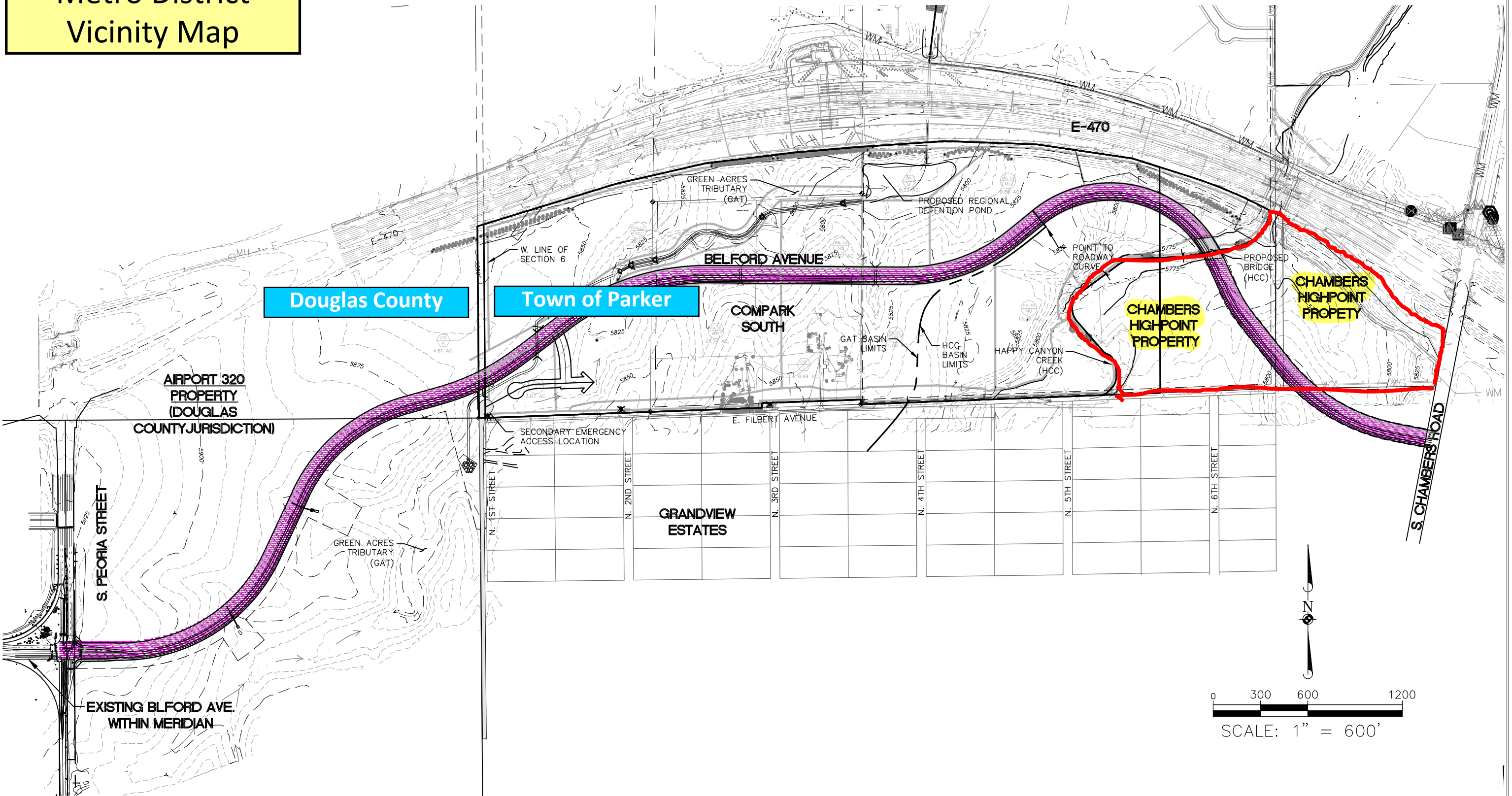
ATTACHMENTS

1. Chambers Highpoint exhibit 20190122 #1
2. Certificate of Mailing and Publication of Notice of Hearing
3. Affidavit of Publication

RECOMMENDED MOTION

I move to continue the public hearing for Resolution No. 19-009 to February 19, 2019.

Chambers Highpoint
Metro District
Vicinity Map



Amparo McCall
Notary Public

EXHIBIT A
NOTICE OF HEARING

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1-2, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town Council for the Town of Parker, Douglas County, State of Colorado (the "Town"), a First Amendment to the Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2 (the "Districts"). A map of the Districts and the Service Plan are on file in the office of the Town Council for the Town of Parker, 20120 E. Mainstreet Parker, CO 80138 and are available for public inspection.

NOTICE IS FURTHER GIVEN that the Town Council will hold a public hearing at or about 7:00 p.m. or soon thereafter, on Monday, the 4th day of February, 2019, in the Town Hall Board Room located at 20120 E. Mainstreet Parker, CO 80138 for the purpose of considering the adequacy of the First Amendment to the Consolidated Service Plan for Chambers High Point Metropolitan District Nos. 1-2 ("First Amendment") and to form a basis for a resolution approving, disapproving or conditionally approving the First Amendment. All protests and objections must be submitted in writing to the Town Council at or prior to such public hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the First Amendment shall be deemed waived unless presented at the time and in the manner specified in this Notice.

NOTICE IS FURTHER GIVEN that the primary purpose of the Districts is to finance the construction of part or all of the public improvements for the use and benefit of all anticipated constituents and taxpayers of the Districts. Improvements to be provided by the Districts shall include water, sanitary sewer, storm sewer, drainage, streets, park and recreation, landscaping, traffic safety devices and other improvements needed for the Districts. The Districts are generally located adjacent to the southwest corner of the intersection of Chambers Road and Highway E-470. A precise description of the boundaries of the Districts is on file in the office of the Town Council. Further information regarding the Districts may be obtained by contacting counsel for the Districts, c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203, telephone number 303-839-3800.

NOTICE IS FURTHER GIVEN that, subject to further amendment of the service plan, the maximum debt service mill levy for shall be 42.827 mills for the residential property and 50 mills for the commercial property as described in the service plan, subject to adjustment as provided in the service plan. The Districts shall not impose a debt service mill levy for more than forty (40) years after the year of the initial imposition of such debt service mill levy.

Published in: The Douglas County News-Press
Published on: January 10, 2019

EXHIBIT B

**LIST OF PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE DISTRICTS AND
TAXING ENTITIES WITHIN A 3-MILE RADIUS OF THE DISTRICTS**

Airport Vista Metro District 1 & 2
Cordillera Corporation
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Antelope Heights Metro District
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Arapahoe County Water & Wastewater
PIDArapahoe County Board of
Commissioners
5334 S Prince St
Littleton, CO 80166-0001

Belford North Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Carousel Farms Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Chambers Highpoint Metro District 1 &
2Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Cherry Creek Basin Water Quality
AuthorityCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

City of Aurora
15151 E Alameda Pkwy, Finance - 5th Flr
Aurora, CO 80012

City of Lone Tree
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

COMPARK 190 LLC
4600 S ULSTER ST STE 1400
DENVER, CO 802372850

Compark Business Campus Metro
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Compark Business Campus Metro Dist
Debt SvcCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Compark Business Campus Metro Dist
Debt Svc 2CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Concord Metro DistrictCliftonLarsonAllen
LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Cottonwood Commercial Area URP
20120 E Mainstreet
Parker, CO 80138

Cottonwood Highlands Metro District 1 &
2White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cottonwood Metro District
8334 Sandreed Cir
Parker, CO 80134

Cottonwood Water & Sanitation
DistrictMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Cottonwood Water & Sanitation District
Debt SvcMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Douglas County GovernmentDouglas
County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance
Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Soil Conservation District
PO Box 688
Franktown, CO 80116

Douglas Public Library District
100 S Wilcox St
Castle Rock, CO 80104

E-470 Potomac Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

E-470 Public Highway Authority
22470 E Sixth Pkwy Ste 100
Aurora, CO 80018

Grandview Estates Rural Water
Conservation
PO Box 4292
Parker, CO 80134

Highfield Metro District
Bradbury Companies
9380 Station St Ste 500
Lone Tree, CO 80124

Inverness Metro Improvement District
Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District Debt
ServiceMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District Debt
Svc 2Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation
DistrictMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation District Debt
ServiceMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation District Debt
Svc 2Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Kings Point South Metro District 1 &
2White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Lincoln Creek Metro DistrictSpencer Fane
LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Lincoln Meadows Metro District
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Lincoln Park Metro District
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Lincoln Station Metro DistrictBradbury
Properties
9380 Station St Ste 400
Lone Tree, CO 80124

Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 1-4
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Neu Towne Metro District
304 Inverness Way S Ste 490
Englewood, CO 80112

North Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Olde Town Metro DistrictCommunity
Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Omnipark Metro DistrictCliftonLarsonAllen
LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Omnipark Metro District Debt Service
1CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Overlook Metro DistrictMcGeady Becher
PC
450 E 17th Ave Ste 400
Denver, CO 80203

Park Meadows Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Parker Automotive Metro DistrictWhite,
Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Central Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Homestead Metro DistrictSpecial
District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Road Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Water & Sanitation District
18100 E Woodman Dr
Parker, CO 80134

Rampart Range Metro District 1-
6CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Regency Metro DistrictSpecial District
Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regional Transportation District

1600 Blake St
Denver, CO 80202

Sierra Ridge Metro District 1-2

Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Meridian Metro District

6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Metro Fire Rescue Fire Protection District

9195 E Mineral Ave
Centennial, CO 80112

South Suburban Park & Recreation District

6631 S University Blvd
Centennial, CO 80121

Southeast Public Improv Metro District

Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Southgate Sanitation District

3722 E Orchard Rd
Centennial, CO 80121

Southgate Water District

3722 E Orchard Rd
Centennial, CO 80121

Stonegate Village Metro District

10252 Stonegate Pkwy
Parker, CO 80134

Town of Parker

20120 E Mainstreet
Parker, CO 80138

Urban Drainage & Flood Control District

2480 W 26th Ave Ste 156-B
Denver, CO 80211

Urban Drainage & Flood South Platte

2480 W 26th Ave Ste 156-B
Denver, CO 80211

Villas Metro District

Teleos Management
191 University Blvd #358
Denver, CO 80206

Westcreek Metro District 1-2

Norton &
Smith PC
1331 17th St Ste 500
Denver, CO 80202

EXHIBIT C
PROOF OF PUBLICATION

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

)ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 10th day of January A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)

County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10th day of January A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073810
My Commission Expires 02-22-2022

My Commission Expires 02/22/22



Notary Public

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR
CHAMBERS HIGHPOINT METROPOLITAN
DISTRICT NOS. 1-2, TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town Council for the Town of Parker, Douglas County, State of Colorado (the "Town"), a First Amendment to the Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2 (the "Districts"). A map of the Districts and the Service Plan are on file in the office of the Town Council for the Town of Parker, 20120 E. Mainstreet Parker, CO 80138 and are available for public inspection.

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Request for Town Council Action

Date: February 4, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.527 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and Between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the Cities/Towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo and Limon

Department: **Police Department, David King**
Police Department, Jim Tsurapas

EXECUTIVE SUMMARY

The Juvenile Assessment Center (JAC) provides a coordinated site which contributes to the safety of youth, families, and the community through early intervention, comprehensive assessment and improved access to appropriate services in Arapahoe, Douglas, Elbert and Lincoln counties in Colorado.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The JAC's Law Enforcement Program strives to intervene and address factors contributing to concerning behavior and increase aspects of a young person's life that will help keep them at home and out of the juvenile justice and human services systems. Intake and assessment services include: screening for immediate medical needs; screening for detention placement;

behavioral health screening; assessment of risks, strengths and needs; case planning; release and short-term case management.

The JAC offers intake and assessment services to young people identified by law enforcement officers for behavior or delinquency matters. Officers may refer youth for a JAC assessment or transport directly to the Law Enforcement Program within the Arapahoe County Justice Center.

FINANCIAL IMPACT

The annual funding contribution is calculated using a formula that is weighed equally by each law enforcement agency's total population and their average usage of the JAC over a three (3) year period. The Parker Police Department's contribution for 2018 was \$23,155.07. A similar contribution is anticipated for 2019.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.527

RECOMMENDED MOTION

I move to approve Ordinance No. 1.527 on second reading.

ORDINANCE NO. 1.527, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR THE 18TH JUDICIAL DISTRICT JUVENILE ASSESSMENT CENTER BY AND BETWEEN THE TOWN OF PARKER AND THE COUNTIES OF ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN, THE STATE OF COLORADO; THE ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN COUNTIES SHERIFFS' OFFICES; AND THE CITIES/TOWNS OF AURORA, BENNETT, BOW MAR, CASTLE PINES NORTH, CENTENNIAL, CHERRY HILLS VILLAGE, COLUMBINE VALLEY, DEER TRAIL, ENGLEWOOD, FOXFIELD, GREENWOOD VILLAGE, GLENDALE, LARKSPUR, LITTLETON, SHERIDAN, LONE TREE, CASTLE ROCK, PARKER, ELIZABETH, KIOWA, SIMLA, ARRIBA, GENOA, HUGO AND LIMON

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding for the 18th Judicial District Juvenile Assessment Center by and between the Town of Parker and the Counties of Arapahoe, Douglas, Elbert and Lincoln, the State of Colorado; the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the cities and towns of Aurora, Bennett, Bow Mar, Castle Pines North, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Greenwood Village, Glendale, Larkspur, Littleton, Sheridan, Lone Tree, Castle Rock, Parker, Elizabeth, Kiowa, Simla, Arriba, Genoa, Hugo, and Limon, 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. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Memorandum of Understanding **For the 18th Judicial District Assessment Center**

THIS AGREEMENT, ("MOU") is made and entered into by and between the COUNTIES OF ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN, the STATE OF COLORADO, a body politic and corporate regarding the use and benefit of the 18th Judicial Juvenile Assessment Center and the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the CITIES/TOWNS OF: AURORA, BENNETT, BOW MAR, CASTLE PINES NORTH, CENTENNIAL, CHERRY HILLS VILLAGE, COLUMBINE VALLEY, DEER TRAIL, ENGLEWOOD, FOXFIELD, GREENWOOD VILLAGE, GLENDALE, LARKSPUR, LITTLETON, SHERIDAN, LONE TREE, CASTLE ROCK, PARKER, ELIZABETH, KIOWA, SIMLA, ARRIBA, GENOA, HUGO AND LIMON all the above collectively referred to as "Law Enforcement parties".

WITNESSETH:

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, the entity known as the 18th Judicial District Juvenile Assessment Center (the "JAC") provides a centralized location for the coordinated provision of mental health, booking, detention screening, and other intervention programs and services for youth and their families who are referred to the JAC by the parties and/or any citizens of the 18th Judicial District; and

WHEREAS, the parties desire to enter into a new agreement for funding the JAC as described herein, which MOU supersedes all prior agreement and amendments.

I. GENERAL PROVISIONS

THE JUVENILE ASSESSMENT CENTER has been established as a 501©(3) with its own Board of Directors (hereinafter referred to as the Board) and by-laws, and consists of members from four segments of the 18th Judicial District. The parties acknowledge that the Board pursuant to its bylaws, has delegated the daily activities of the JAC to the Executive Director of the JAC.

Furthermore, the parties acknowledge the JAC provides statutorily mandated services concerning detained youth.

II. POWERS OF THE JAC

A. **GENERAL POWERS.** The parties acknowledge the JAC is empowered with the authority to improve, construct, maintain, repair, control, regulate, and

operate the JAC within a centralized location(s) within the 18th Judicial District for the use and benefit of the parties to this Agreement and their constituents. The parties hereto further agree the JAC Board shall have the authority reasonable and necessary to carry out the powers set forth in this agreement.

- B. **SPECIFIC POWERS.** The JAC provides the services identified below to children who are under the age of eighteen. The mission of the 18th Judicial District Juvenile Assessment Center is to provide a coordinated, multi-agency, single entry site, which contributes to the safety of youth, families and the community through early intervention, comprehensive assessment and improved access to appropriate services.

C. **PRINCIPAL GOALS OF THE JAC ARE TO:**

1. Identify at-risk and delinquent youth in the community in need of the intervention;
2. Enhance public safety through identification, comprehensive assessment, intervention and service referrals for at-risk and delinquent youth to include follow-up by JAC personnel;
3. Provide a single point of entry for law enforcement allowing them to return to their other duties in a timely manner;
4. Increase coordination of information and services;
5. Utilize an individualized approach tailored to obtain positive outcomes for youth, families and the community;
6. Increase effectiveness in the use of limited resources through the elimination of duplication of effort and enhanced accountability;
7. Facilitate better working relationships between agencies serving youth, families and the community; and
8. Serve as a resource to the community concerning youth related issues and services.

D. **DUTIES OF THE JAC:**

1. Receive detainable and non-detainable youth from law enforcement officers 24/7/365.
2. Provide rapid dissemination of assessment information to municipal, county and state courts, and collaborating agencies including but not limited to, the parties, school districts, Probation, Department of Human Services and Division of Youth Services in accordance with all laws, including those related to confidentiality;
3. Assist with intervention planning concerning arrest, incarceration, intervention, and consequences for youth pursuant to the Juvenile Code and the Chief Judge order regarding the management of the juvenile detention population dated, April 13, 2010 and subsequent applicable orders;
4. Prepare pre-disposition reports for municipal, county and state courts as ordered by the judicial officer;
5. Provide pursuant to Section 19-2-508, C.R.S., short-term holding and assessment of juveniles: detained or arrested by Law Enforcement; juveniles with status, ordinance, misdemeanor or felony level charges;

juveniles considered to be “at-risk” or “runaway”; or juveniles referred to or in the care of Human Services, who are not in immediate danger and who pose no threat to themselves or others (juveniles awaiting placement or family services);

6. Receive and assess juveniles who are beyond the control of their parent(s) or schools and/or who are truant;
7. Apply for, receive and administer grants and other sources of funding, and provide all services related to juveniles which monies are authorized by the terms of any such grant or funding awards;
8. Provide ongoing training of law enforcement personnel on changes in the Juvenile Code, accessing and using JAC services and detention screening procedure as applicable;
9. Provide screening of youth for Law Enforcement parties to determine eligibility for pretrial placement in Division of Youth Services’ facilities and other facilities per local or state and local policy; or per Senate Bill 94 contract;
10. Any additional duties that are authorized in writing by the Board of Directors.

E. DUTIES OF LAW ENFORCEMENT

1. Notify the JAC via phone call to determine reason for transport and allow the JAC staff to pre-screen youth.
2. Ensure medical clearance is obtained for those youth where:
 - I. There are concerns regarding drug and alcohol intoxication within the last 24 hours, specifically:
 1. The youth has used alcohol and the blood alcohol (BAC) is above .05,
 2. The youth reports drug use within the last 24 hours
 - II. The youth identified as having injuries, been in an automobile accident, pregnant, sickness, communicable diseases, infections, or any serious medical concerns.
 - III. The youth reports being actively homicidal or suicidal with a plan.
 - IV. The youth reports having a history of diabetes, epilepsy or a seizure disorder and must have prescribed medications for the disorder.
3. The submitting LEO will be responsible to return to the JAC to transport a youth who is found to need medical clearance after JAC Staff takes custody. The transport is not the responsibility of the ACSO Detention Staff.
4. Provide JAC Staff with booking sheet and charging documents/ copies of warrant.
5. Conduct a search of the youth and itemize property prior to the JAC taking custody.
6. Remain on-site until release by JAC Staff.

III. FUNDING CONTRIBUTION OF PARTIES

The parties agree that the fees to be charged for services shall be established by the Board and shall be uniform and reasonable. The parties agree that each party shall contribute to the JAC their fees as set forth herein.

A. **LAW ENFORCEMENT PARTIES' CONTRIBUTIONS.** The annual funding contribution will be calculated using a formula that is weighed equally by each Law Enforcement parties' Total Population and the average of the Law Enforcement parties' usage of the JAC for the three calendar years preceding the date the preliminary budget is approved (the "Three-year Usage Period").

1. Total Population Calculation. One-half of the Law Enforcement parties' annual contribution will be determined as follows:

i. By identifying a total population figure for each Law Enforcement party using official demographic data provided by the Department of Local Affairs. The Sheriff's jurisdiction shall be the unincorporated portion of Arapahoe, Douglas, Elbert, and Lincoln Counties, including those communities under contract with said Sheriffs' Office.

2. Program Usage. The remaining one-half of the Law Enforcement parties' annual contribution will be determined as follows:

i. The JAC shall keep a record of the number of youth referred or transported to the JAC by each Law Enforcement party during each full calendar year (the "Law Enforcement Parties Usage Number").

ii. All of the Law Enforcement Party Usage Numbers for the Three-Year Usage Period will be added together (the "three-year total usage number"). Each Law Enforcement Parties' percentage of the Three-Year Total Usage Number will determine one-half of their annual contribution.

B. **FEE BASED CONTRIBUTION:** The parties agree that the Board shall have the power to set fees for non-party referred youth, which may be waived by the JAC Executive Director so long as said waivers are applied in a consistent manner and according to applicable laws including anti-discrimination laws.

IV. APPROPRIATION AND PAYMENTS BY PARTIES OR OTHER ENTITIES

A. **APPROPRIATION AND PAYMENT OF FUNDS.** The parties agree to consider for appropriation the amounts computed as set forth annually which are to be expended by the JAC. The parties agree to pay said amounts to the JAC by January 31st of the year during which said monies are to be expended by the JAC. All payments to the JAC pursuant to this Agreement are, however, subject to annual appropriation by the parties hereto in the manner required by statute or ordinance. It is the intention of the parties that no multiple-year fiscal debt or other obligation shall be allowed by the agreement.

V. REPORTS

- A. **ANNUAL REPORT.** By July 1st of each year the JAC Executive Director shall prepare and present to the Board a comprehensive annual report of the JAC's activities and finances during the preceding year, which will be made available to the parties.
- B. **REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT.** The JAC Executive Director shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal, state, and/or local officials to whom such report is required to be made in the course and operation of the JAC.
- C. **REPORTS REQUESTED BY THE PARTIES.** The JAC Executive Director shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

VI. DEFAULT IN PERFORMANCE

- A. In the event any party fails to pay its share of fees when due, or to perform any of its covenants and undertakings under this Agreement, the Board shall cause written notice to be given to the governing body of the party of the Board's intention to terminate said Agreement as to such party in default, unless such default is cured within thirty (30) days from the date of such notice. Absent timely cure said defaulting party shall thereafter be denied service by the JAC.

VII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

- A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect for a one-year term beginning January 1, 2019, and terminating December 31, 2019; provided that this agreement shall automatically renew for 10 successive one-year terms unless a party gives written notice of termination pursuant to subsection B of this section.
- B. **TERMINATION BY WRITTEN NOTICE.** This Agreement may be terminated by written notice from a party or parties to the Board at least 90 days prior to January 1st of any given year. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its annual fee contributions previously paid to the JAC.
- C. **TERMINATION BY PARTY/LOSS OF FUNDS.** Upon termination of a party, whether by default in performance or by written notice, the remaining parties may continue to participate in this Agreement. The Board, upon such termination of a party or parties, shall act to adjust the budget of Annual Assessment to accommodate the loss in funds unless the remaining parties

negotiate an amendment to the Agreement setting forth revised percentages of participation or the parties agree to terminate the Agreement.

VIII. SEVERABILITY CLAUSE

If any provisions of this Agreement or the application thereof to any party or circumstances is held invalid, such invalidity shall not affect any other provision or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

IX. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken, as a whole shall constitute one and the same instrument.

X. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity as provided in 24-10-101, C.R.S., et. seq. and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof. The parties shall be responsible for their own negligent acts and the conduct of their respective employees without waiving any protections afforded by the Governmental Immunity Act.

XI. SUPERSEDES

This Agreement supersedes and replaces all prior agreements among the parties whether written or oral.

XII. NONDISCRIMINATORY POLICY

The JAC shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, gender, sexual orientation or disability.

XIII. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay the annual fees hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and appropriated each fiscal year and shall not in any way be considered to be a multi-fiscal year debt or other

financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution; a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

SIGNATURES OF PARTIES:

JUVENILE ASSESSMENT CENTER

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY

NAME OF AUTHORIZED PARTY

TITLE

DATE

ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF BENNETT)

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY (ON BEHALF OF CITY OF CENTENNIAL)

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF DEER TRAIL)

NAME OF AUTHORIZED PARTY

ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF FOXFIELD)

NAME OF AUTHORIZED PARTY

CITY OF AURORA

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

CHERRY HILLS VILLAGE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

COLOMBINE VALLEY POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

ENGLEWOOD POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

GREENWOOD VILLAGE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

GLENDALE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LITTLETON POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

SHERIDAN POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

DOUGLAS COUNTY SHERIFF'S OFFICE

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

DOUGLAS COUNTY SHERIFF'S OFFICE (ON BEHALF OF LARKSPUR)

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LONE TREE POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

CASTLE ROCK POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

TOWN OF PARKER, COLORADO

_____	_____	_____
Mike Waid, Mayor		DATE

ELBERT COUNTY SHERIFF'S OFFICE

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

ELIZABETH POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

KIOWA POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

SIMLA POLICE DEPARTMENT

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LINCOLN COUNTY SHERIFF'S OFFICE

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LINCOLN COUNTY SHERIFF'S OFFICE (ON BEHALF OF ARRIBA)

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

LINCOLN COUNTY SHERIFF'S OFFICE (ON BEHALF OF GENOA)

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

HUGO POLICE DEPARTMENT

_____	_____	_____
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NAME OF AUTHORIZED PARTY

TITLE

DATE

LIMON POLICE DEPARTMENT

NAME OF AUTHORIZED PARTY

TITLE

DATE



Request for Town Council Action

Date: February 4, 2019

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.267.2 - Second Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: **Engineering/Public Works, Jacob James**

EXECUTIVE SUMMARY

The Town and Urban Drainage and Flood Control District previously executed an intergovernmental agreement to conceptually design improvements to Cherry Creek from the McCabe Meadows trailhead to the Flat Acres Farm area. The conceptual design is complete and the Town and Urban Drainage would like to proceed with final design and construction of the improvements to Cherry Creek adjacent to the McCabe Meadows trailhead. This is the southern reach of the original overall conceptual design.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town and Urban Drainage have completed a conceptual design of improvements to Cherry Creek from the McCabe Meadows trailhead to the area adjacent to the Flat Acres Farm. This conceptual design was completed to better understand stabilization needs for Cherry Creek related to the development of the KOA property as well as a potential future bridge crossing of Dransfeldt Road. The southern portion of the reach is adjacent to the McCabe Meadows trailhead and directly downstream of a recent Capital Improvement Project completed by the Town and District. This amendment is for final design and construction of the McCabe Meadows reach to repair bank and channel erosion. The Cherry Creek Basin Water Quality

Authority is also included as a funding partner due to the fact that channel and bank stabilization provides a direct water quality benefit to the Cherry Creek Watershed. Final design is expected to be completed in summer 2019 with construction starting in the fourth quarter (depending on timing of obtaining necessary permits).

FINANCIAL IMPACT

This project is included in the 2019 Stormwater Capital Improvements Projects budget approved by Town Council. This amendment also includes a contribution from the Cherry Creek Basin Water Quality Authority for the water quality benefits the project provides. The project funding breakdown is shown below:

Previous Contributions:

Town of Parker:	\$315,000
Urban Drainage:	\$315,000

This IGA Amendment:

Town of Parker:	\$150,000
Urban Drainage:	\$200,000
CCBWQA:	\$170,000

Total Project Funding: \$1,150,000

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.267.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.267.2 on second reading.

ORDINANCE NO. 9.267.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER AGREEMENT NO. 17-05.19B PROJECT NO. 106722 BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19B Project No. 106722 by and between Urban Drainage and Flood Control 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. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER

Agreement No. 17-05.19B
Project No. 106722

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), TOWN OF PARKER (hereinafter called "TOWN"), and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property, Town of Parker" (Agreement No. 17-05.19) dated August 7, 2017; and

WHEREAS, PARTIES now desire to proceed to final design and construction of drainage and flood control improvements for Cherry Creek at the KOA Property, Town of Parker, as shown on Exhibit A; and

WHEREAS, CCBWQA was not party to the Original Agreement No. 17-05.19, and is being added as a party with this Amendment;

WHEREAS, DISTRICT and SEMSWA now desire to add CCBWQA as a funding partner; and

WHEREAS, PARTIES desire to increase the level of funding by \$520,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2019); and

WHEREAS, the Town Council of TOWN and the Board of Directors of CCBWQA and 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 \$1,150,000 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AS</u> <u>AMENDED</u>	<u>PREVIOUSLY</u> <u>AMENDED</u>
1. Final Design	\$ 400,000	\$ 400,000
2. Construction	\$ 635,000	\$ 170,000
4. Contingency	\$ 115,000	\$ 60,000
Grand Total	\$ 1,150,000	\$ 630,000

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</u> <u>Share</u>	<u>Previously</u> <u>Contributed</u>	<u>Additional</u> <u>Contribution</u>	<u>Maximum</u> <u>Contribution</u>
DISTRICT	44.78%	\$315,000	\$200,000	\$ 515,000
TOWN	40.43%	\$315,000	\$150,000	\$ 465,000
CCBWQA	14.79%	\$ -0-	\$170,000	\$ 170,000
TOTAL	100.00%	\$630,000	\$520,000	\$1,150,000

- D. DISTRICT acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement as hereby amended, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$170,000 without CCBWQA's prior express written consent."

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 one-half 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 Board approval.

Payment of each party's full share (TOWN - \$465,000; CCBWQA - \$170,000; DISTRICT - \$515,000) 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 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 request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 17-05.19 shall remain in full force and effect.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

By_____

Name_____

Title_____

Date_____

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

(SEAL)

ATTEST:

By_____

Title_____

Date_____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT THE KOA PROPERTY
TOWN OF PARKER

Agreement No. 17-05.19B
Project No. 106722

Exhibit A

