TOWN OF PARKER COUNCIL AGENDA
January 6, 2020

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

- **2019 Distinguished Budget Award from the Government Finance Officers Association - Mary Lou Brown**

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)

5. 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.

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. ORDINANCE NO. 9.306 - First Reading
A Bill for an Ordinance to Approve the Agreement Between the Board of County Commissioners of the County of Douglas, on Behalf of the Douglas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™)

Department: Police, Jim Prior
Second Reading: January 21, 2020

B. RESOLUTION NO. 20-001
A Resolution to Amend Resolution No. 19-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Department: Town Clerk, Carol Baumgartner

C. CONTRACTS OVER $100,000

1. Chambers Road - Grasslands Drive Traffic Signal (CIP19-019)

Amount: $361,795.00
Contractor: TAT Construction, LLC
Department: Engineering and Public Works, Chris Hudson

2. Janitorial Service Agreement

Amount: $477,052.20
Contractor: The Key People
Department: Engineering/Public Works, Jim Gilbert

8. ORDINANCES

ORDINANCE NO. 1.391.1 - Second Reading
A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning the Town Administrator

Department: Town Attorney, Kristin Schledorn

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

January 6, 2020

"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. *Vista South, LLC, et al., v. City of Centennial, et al*., Douglas County District Court, Case No. 2018CV030354

2. Deputy Zackari Parrish III Violence Prevention Act, Article 14.5 of Title 13 of the Colorado Revised Statutes

"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)."

3. Proposed annexation agreement for the Kime Property

4. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (Eastmain property)

PARKER
COLORADO

Request for Town Council Action

Date: January 6, 2020

Submitted By: Jim Prior, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.306 - First Reading**
A Bill for an Ordinance to Approve the Agreement Between the Board of County Commissioners of the County of Douglas, on Behalf of the Douglas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™)

Department: **Police, Jim Prior**
Second Reading: **January 21, 2020**

EXECUTIVE SUMMARY

The Parker Police Department previously entered into an Intergovernmental Agreement with Douglas County for the use of the SOTAR (Sex Offender Tracking and Registration) software that was developed by Douglas County. Access to this software allowed the Parker Police Department the ability to upload all sex offender registrants within the Town of Parker for public viewing and awareness.

Since its inception, use of SOTAR has been free to the Parker Police Department. The development and maintenance of the software has been the sole responsibility of Douglas County. Use of the program has grown to a statewide level, creating the need for a dedicated employee to manage the SOTAR software for Douglas County and all user agencies. Douglas County is now seeking user fees from participating agencies to assist with personnel costs of this much needed position. User fees are based on agency size and the stated cost for the Parker Police Department will be $2,500/yr.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of SOTAR is to provide the public with information about sex offenders.

All information provided through the website is public information. The information is updated frequently and is provided to citizens so that individuals can make informed decisions with respect to potential risks within their vicinity. Sex offender registration is not provided for any type of individual retribution, retaliation, discrimination, harassment or additional punishment against any person convicted of unlawful sexual behavior or offenses where underlying factual basis involves sexual behavior. Information from the SOTAR website should be used only for its intended purpose and any illegal activity arising out of use of this public information will be prosecuted.

The SOTAR website includes only those persons living within a geographical area who have been required by law to register and who are, or were at the time they registered, in compliance with sex offender registration laws. All of the sex offenders posted on SOTAR are posted under the guidance of C.R.S. Section 16-22-110

FINANCIAL IMPACT

An annual cost of $2,500.00 to the Parker Police Department.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.306

RECOMMENDED MOTION

I move to approve Ordinance No. 9.306 on first reading and to schedule second reading for January 21, 2020, as part of the consent agenda.

ORDINANCE NO. 9.306, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, ON BEHALF OF THE DOULAS COUNTY SHERIFF'S OFFICE, AND THE TOWN OF PARKER, ON BEHALF OF THE PARKER POLICE DEPARTMENT CONCERNING ACCESS TO THE SEX OFFENDER REGISTRY WEBSITE (SOTAR™)

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 Agreement Board of County Commissioners of the County of Douglas, on Behalf of the Doulas County Sheriff's Office, and the Town of Parker, on Behalf of the Parker Police Department Concerning Access to the Sex Offender Registry Website (SOTAR™), 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 _____, 2020.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2020.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE, AND THE TOWN OF PARKER ON BEHALF OF THE PARKER POLICE DEPARTMENT
(Agency Name)

THIS Agreement made this _____ day of _____, 20__, by and between the Board of County Commissioners of the County of Douglas, on behalf of the Douglas County Sheriff's Office ("DCSO"), State of Colorado ("DOUGLAS COUNTY"), and the Town of Parker on behalf of the Parker Police Department (Agency Name) hereinafter referred to as ("USER"), hereinafter referred to jointly as the Parties ("PARTIES"); and

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

WHEREAS, DOUGLAS COUNTY, in partnership with DCSO, has developed a system to manage and exchange information regarding sex offenders which is accessed through a web-based interactive software program called SOTAR™. DOUGLAS COUNTY has exclusive rights of ownership in the SOTAR™ system including, but not limited to, SOTAR™, the name, the software, all source code contributed by Douglas County, the structure of any data repositories created to support SOTAR™, and all associated documentation (collectively, "SYSTEM").

WHEREAS, USER desires to obtain access to the SOTAR™ SYSTEM.

WHEREAS, DCSO agrees to provide USER access to the SOTAR™ application on a basis commonly known as "software as a service" whereby USER has access to, but does not receive a copy of, SOTAR™ and obtains no right, title or interest whatsoever in or to the SYSTEM.

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

1. **TERM OF AGREEMENT.** It is mutually agreed by the parties that the initial term of this Agreement shall commence as of January 1, 2020 through December 31, 2020. Thereafter, this Agreement shall automatically renew for each subsequent calendar year, unless terminated as outlined in Section 2 below. Prior to the expiration of the initial term (and each subsequent renewal term), USER will be invoiced the amount outlined in Section 4 below. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes.

2. **TERMINATION.** Either party shall have the right to terminate this Agreement with at least 30 days' written notice and effective upon January 1st of the next renewal term. Upon termination of this Agreement, USER shall immediately and permanently discontinue using, in any manner whatsoever, the SYSTEM.

3. **SERVICES.** DCSO will provide USER non-exclusive, limited access to SOTAR for only the following activities: view the portion of SOTAR™ available to law enforcement personnel (which includes access to all data input by jurisdictions that participate in SOTAR™), view the portion of SOTAR™ available to the general public and, subject to Section 7 below, access SOTAR™ so that USER can input data regarding sex offenders residing in its jurisdiction (all of the above collectively are "SERVICES"). DCSO may suspend or terminate the SERVICES in the event USER fails to comply with any of the terms and conditions of this Agreement and may pursue all other remedies that DOUGLAS COUNTY has available to it against USER. USER shall not be entitled to a credit or refund in the event this Agreement is terminated pursuant to Section 2.

4. **USAGE**. USER agrees that its access to and use of the portion of SOTAR™ available to law enforcement, access to the data repository underlying SOTAR™, and all associated documentation will be limited to the law enforcement personnel employed by USER and the Local Administrators designated by USER. USER shall not, directly or indirectly, disclose, copy, distribute or publish to any third party any information from SOTAR™ except for information obtained from the portion of SOTAR™ available to the general public. USER may inform the general public that SOTAR™ exists and how to access the portion of SOTAR™ available to the general public. The general public will only be able to view the portion of SOTAR™ available to the general public. USERS shall not violate any federal (including CJIS), state or local statutes, charter provisions, ordinances, rules, regulations, or standards that apply to the storing, handling and disclosure of information regarding any person listed in the SYSTEM.

   A. **FBI Criminal Justice Information Services (CJIS) Compliance:**

      1. CCIC OSN Validation – Individuals authorized to access SOTAR will have a unique and active OSN that is validated and authorized by the Colorado Bureau of Investigation. Individuals will not share logins. USER is responsible for inactivating users who leave the agency or are otherwise ineligible for access to CJIS protected data.

      2. USER will adhere to the current CJIS Security Policy regarding the proper access, use, and dissemination of Criminal History Record Information and associated procedures.

      3. USER Agency's Jurisdiction Administrator has the ability to enter this information if available. If these conditions are not met, SOTAR™ SYSTEM access will be limited to non-CJIS information using the public view of the system.

5. **SERVICE FEE.** Beginning for the 2020 contract year, SOTAR will have a Tiered Agency Participation Cost. Below is the SOTAR Cost per Agency depending on population. The population for your agency is calculated by either: County's by adding all the unincorporated population plus any contracted cities that you serve,

City's by looking at the total population for the city. Please check the box next to the population that best fits your County/City population the most accurately:

SOTAR Tiered Cost Table

Population	Annual Cost
0 - 1,000	$1,000
1,001 - 10,000	$1,500
10,0001 - 50,000	$2,000
50,001 - 100,000	$2,500
100,001 - 250,000	$3,000
250,001 - 500,000	$3,500
500,001 +	$4,000

6. **COMPLIANCE WITH ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION (IF APPLICABLE TO USER):**

Notwithstanding other provisions in this Agreement to the contrary, the PARTIES understand and acknowledge that they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR").

i. Notwithstanding other provisions in this Agreement to the contrary, the PARTIES understand and acknowledge that they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR").

ii. Financial obligations of the PARTIES payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

iii. Failure of a party to make appropriation of amounts required in any fiscal year, if not promptly cured, shall result in termination of this Agreement.

7. **DEPLOYMENT AND OPERATION.** DCSO shall provide the SYSTEM in its "AS IS" condition. DCSO shall use reasonable efforts to maintain the servers and infrastructure necessary to run the SYSTEM. Provided, however, inaccessibility of the SYSTEM related to technical difficulties shall not be a breach of this Agreement. USER shall call 303-814-7040 (or such other number USER is notified to call) for any issues in accessing SOTAR or the proper function of the SYSTEM. DCSO may modify (add, delete or change) the functions and format of the SYSTEM at any time and in any way without any advance notice to USER.

8. **LOCAL ADMINISTRATORS.** USER will designate a Local Administrator within USER'S jurisdiction and provide DCSO with their contact information and notify DCSO promptly if they are removed or replaced. DCSO will provide and maintain a contact number and email address, through which only USER'S designated Local Administrator may communicate to DCSO any issues or concerns

with SYSTEM availability or performance. DCSO will communicate via the contact information for the Local Administrator it has on file regarding the SYSTEM including, but not limited to, any planned system maintenance or outages or known system defects.

9. **USER ACCESS AND MAINTENANCE; LICENSE**. As a condition of granting USER access to the SYSTEM, USER shall input data on all existing and new sex offenders in USER'S jurisdiction and manage existing data in the data repository underlying SOTAR™. DCSO will provide the Local Administrator with secure access limited system documentation and instructions for acceptable use. USER'S Local Administrator shall be responsible for provisioning, de-provisioning, maintaining and supporting system operators in USER'S jurisdiction. Only the Local Administrator for that jurisdiction shall have access to the user management feature for the USER'S jurisdiction. USER understands and agrees that USER shall be solely liable for any errors, omissions or claims arising out of or related to the data USER input into the data repository underlying the SOTAR™ application. USER understands and agrees that all data input by USER will be viewable by all other authorized users of the SYSTEM.

10. **USE OF USER INFORMATION.** USER understands and agrees that, even if USER discontinues is use of the SOTAR™ application, DCSO and all active users of the SOTAR™ application shall have the continued right to use the data contributed by USER, provided such use complies with this Agreement. Neither DCSO nor any other authorized USERS shall have any obligation at any time to segregate or stop using the information USER contributes to the data repository underlying SOTAR™.

11. **NO REVERSE ENGINEERING.** USER shall not reverse engineer, decompile, decrypt, or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of any software, products, models or prototypes related to the SYSTEM. USER shall not copy any part of the SYSTEM for any reason, including that information input by USER or related to USER'S jurisdiction.

12. **NO THIRD PARTY USE OR ACCESS**. USER shall not sell or in any manner, directly or indirectly, give any access to SOTAR™, the data repository underlying SOTAR™, documentation, or derivative works to any third party, including but not limited to, any governmental agency in USER'S jurisdiction, any other government agency, or any for profit or non-profit entity. All inquiries from third parties regarding access to the SYSTEM must be directed to DCSO.

13. **EXCLUSIVE OWNERSHIP.** It is expressly understood and agreed by USER that the SYSTEM is protected by copyright and other intellectual property laws and that DOUGLAS COUNTY is the sole owner of all right, title and interest in and to the SYSTEM, and that through this Agreement, DCSO is conveying only the limited access rights expressly contained in this Agreement, but DCSO is not conveying to USER any right, title or interest in or to the SYSTEM or derivative works.

14. **DISCLAIMER OF WARRANTY**. The SYSTEM is provided by DCSO on an "AS IS, WHERE IS" basis, with no warranties whatsoever except as expressly set forth in this Agreement. DCSO hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of intellectual property rights and course of dealing. DCSO makes no warranties or representations regarding applicability of the SYSTEM to USER or compatibility of the SYSTEM with the infrastructure used by USER. DCSO makes no warranties as to the accuracy of the information contained in the data repository or mapping information provided by any third-party vendor. Without limiting the generality of the foregoing, DCSO has no obligation to indemnify or defend USER against any claims arising out of or related to the use of the SYSTEM including, but not limited to, infringement of intellectual property rights.

15. **LIMITATIONS ON LIABILITY**. In no event will DOUGLAS COUNTY be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or related to this Agreement regardless of the form of action, whether in contract, tort (including, but not limited to, negligence), strict product liability or otherwise even if DOUGLAS COUNTY is advised in advance of the possibility of the damages in question and even if such damages were foreseeable and even if USER'S remedies fail of their essential purpose.

16. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other PARTY in accordance with this Section 16.

To TOWN OF PARKER ON BEHALF OF THE PARKER POLICE DEPARTMENT

AGENCY NAME: Parker Police Department
AUTHORIZED USER: James Prior
TITLE: Commander
AGENCY STREET ADDRESS 18600 E. Lincoln Meadows Pkwy
CITY, STATE, ZIP Parker, CO 80134
PHONE NUMBER 303-805-6509
EMAIL ADDRESS: JPrior@parkeronline.org

To DOUGLAS COUNTY SHERIFF'S OFFICE:

Douglas County Sheriff's Office
Sheriff's Office Technology Services
4000 Justice Way
Castle Rock, CO 80109 (303) 814-7006
SOTAR@dcsheriff.net

17. **APPLICABLE LAW.** The PARTIES agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Douglas County District Court in the State of Colorado. USER hereby knowingly and voluntarily waives any objection to Douglas County, Colorado as an inconvenient forum and hereby consents to the exercise of personal jurisdiction by the Douglas County District Court in the State of Colorado. The PARTIES may mutually agree to informal resolution of disputes. Prior to filing litigation, the PARTIES shall discuss participation in alternative dispute resolution, which may include pre-suit mediation or settlement conferences.

18. **NON-WAIVER.** The PARTIES shall not be excused from complying with any provisions of this Agreement by the failure or delay of any PARTY to insist upon or seek compliance with such provisions.

19. **SEVERABILITY.** Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provision, the PARTIES shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the PARTIES hereunder.

20. **AMENDMENT.** This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the PARTIES hereto.

21. **ASSIGNABILITY; SUBLICENSING**. USER shall not assign or sublicense its rights or delegate its duties under this Agreement without the prior written consent of DCSO.

22. **HEADINGS FOR CONVENIENCE**. Headings and titles contained herein are intended for the convenience and reference of the PARTIES only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

23. **GOVERNMENTAL IMMUNITY**. The PARTIES hereto understand and agree that the PARTIES and 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, Section 24-10-101 to 120, C.R.S., or otherwise available to the PARTIES.

24. **OPEN RECORDS.** The PARTIES expressly agree that if any request is made that subjects the subject matter of this Agreement to disclosure pursuant to the Colorado Open Records Act, Section 24-72-201, C.R.S. et. seq., or the Colorado Criminal

Justice Records Action, Section 24-72-301, C.R.S. *et. seq*. then the data will be disclosed in printed, hardcopy form, and not in digital form, so long as the law allows this discretion. In the event it must be disclosed in digital form, the recipient shall sign a non-disclosure and non-use agreement related to the SYSTEM (which will be supplied by DCSO) prior to obtaining the digital information.

25. **THIRD PARTY BENEFICIARIES**. DOUGLAS COUNTY does not intend by the Agreement to assume any contractual obligations to anyone other than the USER, and the USER does not intend by the Agreement to assume any contractual obligation to anyone other than DOUGLAS COUNTY. DOUGLAS COUNTY and USER do not intend that there be any third-party beneficiary to this Agreement.

26. **SURVIVAL:** Where the context of this Agreement reasonably requires such an interpretation, the provisions of this Agreement shall survive termination.

27. **EXECUTION.** This Agreement may be executed in counterparts.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement, the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO:

BY: _____ Date: _____
Tony G. Spurlock
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: _____
Kelly Dunnaway,
Deputy County Attorney

APPROVED AS TO FISCAL CONTENT:

_____ Date: _____
Andrew Copland,
Finance Director

AGENCY NAME: TOWN OF PARKER
ON BEHALF OF THE PARKER POLICE DEPARTMENT

_____ Date: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: January 6, 2020

Submitted By: Carol Baumgartner, Town Clerk

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-001**
A Resolution to Amend Resolution No. 19-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Department: **Town Clerk, Carol Baumgartner**

EXECUTIVE SUMMARY

Every year the Town Council designates the public place for posting of public meetings, as required by state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As required by the Colorado Open Meetings Law, each year the Town must designate a public place for posting of meeting notices. This Resolution designates Town Hall as the public place for posting notices.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 20-001

RECOMMENDED MOTION

I move to approve Resolution No. 20-001, as part of the consent agenda.

RESOLUTION NO. 20-001, Series of 2020

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 19-001 ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW

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

Section 1. Town Hall shall constitute the designated public place for the posting of meeting notices, as required by the Colorado Open Meetings Law. The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: January 6, 2020

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Chambers Road - Grasslands Drive Traffic Signal (CIP19-019)**

Amount: **$361,795.00**
Contractor: **TAT Construction, LLC**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with TAT Construction, LLC for the Chambers Road - Grasslands Drive traffic signal (CIP 19-019) for $361,795.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Engineering/Public Works staff engaged a consultant to complete a traffic signal warrant analysis of Chambers Road and Grasslands Drive intersection in late-2018 based upon the Manual on Uniform Traffic Control Devices (MUTCD). The result of this study showed that due to recent development in the adjacent area, the intersection meets minimum MUTCD warrant requirements for the installation of a traffic signal. Following the outcome of the warrant study, the Town engaged a design consultant in 2019 to complete the design of this capital improvement project. This location was previously identified for potential signalization and partial funding for the construction was provided by the adjacent development.

The Town issued a “Notice to Bidders” for proposals for the Chambers Road - Grasslands Drive traffic signal (CIP 19-019) on November 05, 2019, with the proposals (bids) publicly opened on December 11, 2019. The project consists of the installation of a mast arm traffic signal at the Chambers Road and Grasslands Drive intersection plus fiber optic cabling/conduit to connect this location to the Town's traffic signal system. The Town received bids from four (4) contractors with TAT Construction being the lowest responsible bidder. TAT

Construction successfully completed a traffic signal as a subcontractor on the Jordan Road widening project in 2018 and has substantially completed the Hess Road-Country Meadows Commercial traffic signal as the general contractor in 2019. Therefore, staff recommends awarding this contract to TAT Construction. The bid results were as follows:

TAT Construction - $361,795.00
Sturgeon Electric - $395,695.00
Morton Electric - $427,082.20
WL Contractors - $427,269.50
Engineer's Estimate - $398,000.00

FINANCIAL IMPACT

Funding for this project is part of the approved 2020 Capital Improvement Fund. The Town will assume the long-term maintenance of the traffic signal. The Town currently has Traffic Services staff to maintain the traffic signal but will require additional annual funding for maintenance supplies and operation costs.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: January 6, 2020

Submitted By: Jim Gilbert, Fleet/Facilities Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Janitorial Service Agreement**

Amount: **$477,052.20**
Contractor: **The Key People**
Department: **Engineering/Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker contracts out the custodial services at Town operated facilities. The Town currently contracts these services with The Key People through a one year contract entered in 2019. The contract has the provision to renew on an annual basis for an additional four years.

It is staff's position that it is in the Town's best interest to renew this current contract for 2020. Reasons for this position include, but are not limited to: the current service levels provided by The Key People meet and exceed the Town's expectations on a consistent basis, the negotiated price adjustment for the upcoming 2020 Fiscal Year include a 2% increase from the current contract and are reasonable, and putting this service out for bid would result in a delay in service.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker previously operated custodial services as an in-house function for several facilities while it was also a contracted service for others. In 2013 the Town moved to a complete outsource of these services. It is a well established position to contract these services out as they are typically not a core mission and can be performed more efficiently by a service provider.

The Town entered into a multi-year capable contract with The Key People to perform custodial services at all Town operated facilities in 2013. In 2019, the Town established a new multi-year capable contract with The Key People.

The Facilities Maintenance Division currently acts as the primary point of contact between the Town and The Key People. This arrangement provides oversight on a consistent measure for all Town operated facilities and ensures proper contract management.

FINANCIAL IMPACT

The annual anticipated contract amount for 2020 is $477,052.20. This includes a 2% increase in the base contract from 2019 with an additional $27,948 allocated for incidental cleaning. Incidental cleaning includes coverage for services such as window cleaning, flooring care, and other special requested cleaning not specifically covered in the scope of work as recurring on a schedule. This amount is in line with the current contract and services being provided to the Town.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: January 6, 2020

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.391.1 - Second Reading**
A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning the Town Administrator

Department: **Town Attorney, Kristin Schledorn**

EXECUTIVE SUMMARY

Passage of the ballot measures concerning the personnel manual and emergency powers necessitates changes to Section 2.03.020 of the Parker Municipal Code concerning the Town Administrator's functions and duties.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the November 5, 2019 Special Election, the Parker voters approved amendments to the Town of Parker Home Rule Charter concerning emergency powers (Section 15.14) and the personnel manual (Section 15.19). Those amendments necessitate changes to Section 2.03.020, concerning the Town Administrator's functions and duties.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.391.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.391.1 on second reading.

ORDINANCE NO. 1.391.1 , Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.03.020 OF THE PARKER MUNICIPAL CODE CONCERNING THE TOWN ADMINISTRATOR

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

Section 1. Section 2.03.020 of the Parker Municipal Code is amended to read as follows:

2.03.020 Town Administrator; functions and duties

(b) The Town Administrator shall in general have the following functions and duties:

* * *

(2) Appoint, suspend, transfer and remove all employees of the Town subject to the personnel regulations of the Town ~~**adopted by the Town Council**~~.

* * *

(e) The Town Administrator shall have the following additional functions and duties:

* * *

(16) To exercise and perform all administrative functions of the Town that are not imposed by the Charter or this Article upon some other official. ~~**Notwithstanding any other provisions in the Charter to the contrary, the**~~ **The** Town Administrator may, in the event of an emergency, exercise complete administrative authority over any department, department head or Town employee and all Town-owned property. The Town Administrator shall determine when such emergency exists. It is the intent of this Paragraph to delegate to the Town Administrator the authority within Sections 15.14 and 15.15 of the Charter to provide for the continuity of government and to provide for the necessary organization, powers and authority to enable the timely and effective use of all available Town resources to prepare for, respond to and recover from civil emergencies, emergencies or local disasters. It is also intended to grant as broad a power as permitted within the letter of the Charter and the Town Council-Town Administrator form of government, including but not limited to, upon the declaration of an emergency, the authority to establish a curfew, order an evacuation, regulate distribution of food and water, close businesses, limit sales of alcohol, firearms and explosives, close streets,

buildings and transportation routes, commandeer private property, appropriate funds, temporarily close governmental offices, including the Municipal Court, in the event that conducting court operations is not practical or prudent, and issue any order believed necessary to protect the Town. The Town Council retains the power to direct the Town Administrator during the pendency of a declaration.

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