

TOWN OF PARKER COUNCIL AGENDA

March 16, 2020

AMENDED

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

- **Citizens Offering Parker Police Support (COPPS) Recognition**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. CONSENT AGENDA

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

- A. APPROVAL OF MINUTES - March 3, 2020**

B. *FOURTH AMENDMENT TO TRANSIT SHELTER AGREEMENT - Outdoor Promotions of Colorado, LLC*

Department: Community Development, Mary Munekata

C. *ORDINANCE NO. 3.353 - First Reading
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management*

Department: Community Development, Bryce Matthews

Second Reading: April 6, 2020

D. *CONTRACTS OVER \$100,000*

1. *2020 Townwide Pavement Markings - Long Line Project (CIP20-009)*

Amount: \$140,100.00

Contractor: American Striping Company

Department: Engineering/Public Works, Spencer Raish

6. **PUBLIC HEARINGS**

A. **ORDINANCE NO.1.539.1 - Second Reading
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same**

**Department: Finance, Mary Lou Brown
Finance, Rhonda Willey**

7. **ORDINANCES**

A. **ORDINANCE NO. 9.307 - Second Reading (To be continued to 4//6/20)
A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

Department: Engineering and Public Works, Alex Mestdagh

B. ORDINANCE NO. 9.267.3 - Second Reading

A Bill for an Ordinance Approving the Second 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. 17-05.19C Project No. 106722) By and Between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority

**Department: Engineering and Public Works, Michael Grabczyk
Engineering and Public Works, Alex Mestdagh**

C. ORDINANCE NO. 1.352.1

A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings

Department: Town Attorney, Kristin Schledorn

8. RESOLUTIONS

RESOLUTION NO. 20-017

A Resolution Consenting to the Order Declaring a Local Disaster Emergency in and for the Town of Parker, Colorado

Department: Town Attorney, Kristin Schledorn

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 16, 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. C.R.S. § 24-6-402(4)(b), concerning Chapter 4.07 of the Parker Municipal Code (Development Excise Tax)
3. Colo. Const. Art 11, Section 25, and Section 2.05.060(a) of the Parker Municipal Code (procedural due process/quasi judicial matter)
4. Section 15.14 of the Town of Parker Home Rule Charter (emergency powers)

“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).”

5. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (East Main)
6. Agreement for Sale and Purchase of Land (Schoolhouse) between the Town and ACG, LLC

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 2, 2020**

Mayor Mike Waid called the meeting to order at 5:30 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were five (5) items; under C.R.S. § 24-6-402(4)(b) there was one (1) item which was Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354; under § 24-6-402(4)(e) there were four (4) items, the first was listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (Extension of Listing Period), the second was listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (East Main), the third was listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (PACE Lot 2) and the fourth was agreement for Sale and Purchase of Land (Schoolhouse) between the Town and ACG, LLC.

EXECUTIVE SESSION

Joshua Rivero moved and Renee Williams seconded to go into Executive Session at 5:35 P.M. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiations, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to come out of Executive Session at 6:09 P.M. and to recess the regular meeting .

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:00 P.M.

The Pledge of Allegiance was led by several youth who were in the audience.

SPECIAL PRESENTATIONS

Shawn Shulsi, COO for the Red Cross in Colorado and Wyoming and Nayeli Trejos, Aquatics Program Manager, Western U.S., presented the Red Cross Life Saving Award to Parker Recreation employees Hayden Clark and Madeline Vender.

PARKER CHAMBER OF COMMERCE UPDATES

Omar Castilla, 1509 Prince St., provided the Parker Chamber of Commerce monthly update.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Chris Schnel, Chair for the DBA, provided the monthly update.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers provided an update on meetings they each attended since the last Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - February 18, 2020*

- B. *ORDINANCE NO. 9.307 - First Reading*
A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
 Department: Engineering and Public Works, Alex Mestdagh
 Second Reading: March 16, 2020

- C. *ORDINANCE NO. 9.267.3 - First Reading*
A Bill for an Ordinance Approving the Second 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. 17-05.19C Project No. 106722) By and Between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
 Department: Engineering/Public Works, Michael Grabczyk
 Engineering/Public Works, Alex Mestdagh
 Second Reading: March 16, 2020

- D. *ORDINANCE NO.1.539.1 - First Reading*
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same
 Department: Finance, Mary Lou Brown
 Finance, Rhonda Willey
 Second Reading: March 16, 2020

- E. *RESOLUTION NO. 20-010*
A Resolution Accepting the Conveyance of Real Property from Anthology West Master Homeowners Association, Inc., (Slope Easement) for a Portion of the Southeast Quarter of Section 44, Township 6 South, Range 66 West
 Department: Engineering and Public Works, Alex Mestdagh

- F. *RESOLUTION NO. 20-011*
A Resolution Accepting the Conveyance of a Drainage Easement from Anthology West Master Homeowners Association, Inc., for a Portion of Tract A-1, Stroh Ranch Filing No. 17b, 1st Amendment
Department: Engineering and Public Works, Alex Mestdagh
- G. *RESOLUTION NO. 20-012*
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-10 Concerning Telephonic Participation Policy
Department: Town Attorney, Kristin Schledorn
- H. *RESOLUTION NO. 20-013*
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-11 Concerning the Veterans Memorial Banner Program Policy
Department: Engineering and Public Works, Tom Williams
- I. *RESOLUTION NO. 20-014*
A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions
Department: Town Attorney, Kristin Schledorn
- J. *RESOLUTION NO. 20-015*
A Resolution to Amend the Administrative Organization Plan for the Town of Parker
Department: Town Administrator, Michelle Kivela
- K. *CONTRACTS ABOVE \$100,000*
1. *2020 Townwide Diamond Grind and Joint Seal Program (CIP20-005)*
Amount: \$762,737.06
Contractor: Penhall Company
Department: Engineering/Public Works, Danny Smith
 2. *Central Square/TriTech*
Amount: \$192,104.90
Contractor: Central Square/TriTech
Department: Finance, Jason Long

Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Items 7A through 7K.

The motion was approved unanimously.

PUBLIC HEARINGS

A. ORDINANCE NO. 3.262.1 - Rezoning - Second Reading (Continued from 2/3/20) A Bill for an Ordinance to Amend the Dransfeldt Place Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Applicant: Dan Myers, Colorado Steel Systems
Location: Generally located at the west side of Dransfeldt Road between
 Lincoln Meadows Parkway and Plaza Drive
Department: Community Development, BrieAnna Simon
TRAKiT No.: Z19-013

7:25 P.M.

The applicant proposed to amend the Dransfeldt Place Planned Development (PD) zoning to permit certain light industrial uses as a use-by-right. The intent of this PD zoning amendment is to better align the permitted uses with the Parker 2035 Master Plan which designates this area as part of the Light Industrial Character Area.

The current zoning for the subject property was adopted at annexation in 2008 and requires a Use by Special Review approval for all light industrial uses. The proposal will improve the PD zoning by reflecting the light industrial character of the area and better implementing the Master Plan designation for land use.

Applicant

The applicant was available for questions.

Public Comment - None

The Public Hearing was closed at 7:30 P.M.

Joshua Rivero moved to approve Ordinance No. 3.262.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR EUCLID AVENUE CHOCOLATES CORP.

Department: Economic Development, Matt Carlson

7:31 P.M.

Euclid Avenue Chocolates Corporation (Kilwins Parker) has filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02.

The project meets the following goals of the Town's Tax and Fee Assistance Program (TAP):

- *Creates new jobs (employment)
- * Creates new sales tax
- * Contributes to the diversity of jobs and employment opportunities
- * Represents retail diversity

The proposed TAP agreement with Euclid Avenue Chocolates Corp. will include:

1. A rebate of 50% of increased sales tax (excluding Parks & Recreation taxes) for a period not to exceed 3 years.
2. A maximum rebate of all taxes that shall not exceed \$25,000.

Public Comment:

Chris Schnell, DBA, Parker, CO, spoke in favor.

The Public Hearing was closed at 7:37 P.M.

Cheryl Poage moved to approve the Tax and Fee Program Assistance Agreement for Euclid Avenue Chocolates Corporation.

Jeff Toborg seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 1.544 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for the Cherry Creek Interceptor Project

Department: Engineering/Public Works, Alex Mestdagh

This ordinance proposes to dedicate sanitary sewer easements and temporary construction easements to Parker Water and Sanitation District (PWSD) over multiple Town-owned parcels. These easements are being requested to accommodate the construction of a major sanitary sewer main known as the Cherry Creek Interceptor project.

Parker Water & Sanitation District will be responsible for the restoration and re-vegetation of all disturbed areas through a Town Grading Permit. The project will also be responsible for any necessary tree mitigation in accordance with Town Code and policies.

Rebecca Tejada of Parker Water & Sanitation District answered questions from Council.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 1.544 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 9.269.3 - Second Reading

A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch Downstream of Crowfoot Valley Road (Agreement No. 17-06.08c, Project No. 106741) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

**Department: Engineering/Public Works, Michael Grabczyk
 Engineering/Public Works, Alex Mestdagh**

This is an amendment to an Intergovernmental Agreement (IGA) between the Town of Parker and the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District). The amendment is necessary to provide additional funds from both entities to fund the master-planned improvements to Lemon Gulch downstream of Crowfoot Valley Road.

Additional contributions to this project were included within the 2020 budget approved by Town Council. The Town will contribute \$400,000 to the project and the MHFD will contribute an additional \$200,000 to the project for a total supplemental budget of \$600,000. This additional budget will allow for complete funding of the first reach within the project through construction, including construction administrative services. A total project cost of \$2,745,423 is anticipated with a detailed breakdown of funding contributions below.

Project Budget with Proposed Amendment

Mile High Flood District	\$	350,000
Meritage Homes	\$	1,996,423
Town of Parker	\$	400,000
TOTAL PROJECT BUDGET:	\$	2,746,423

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 9.269.3 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 5.06.44 - Second Reading**A Bill for an Ordinance to Amend Sections 7.04.010, 7.04.020 and 7.04.030 of the Parker Municipal Code Concerning Abandoned Vehicles****Department: Town Attorney, Jamie Wynn**

The purpose of these amendments is to update the Parker Municipal Code and provide a process for enforcement action to be taken when vehicles, that are considered to be abandoned vehicles, are parked long term in public parking lots.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 5.06.44 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

PUBLIC COMMENTS CONTINUED IF NECESSARY

The meeting was adjourned at 8:04 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: March 16, 2020

Submitted By: Mary Munekata, Senior Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **FOURTH AMENDMENT TO TRANSIT SHELTER
AGREEMENT - Outdoor Promotions of Colorado, LLC**

Department: **Community Development, Mary
Munekata**

EXECUTIVE SUMMARY

The Town contracted with Outdoor Promotions, LLC, in 2000 to construct and maintain transit shelters at designated bus stops located throughout the community. The contract was structured for a period of ten (10) years with two 5-year extensions. The contract and all subsequent renewals and extensions will expire on March 29, 2020. Staff is requesting an additional extension from March 30, 2020 through May 31, 2020, to allow the Town to complete negotiations on a new contract with Outdoor Promotions of Colorado, LLC.

Outdoor Promotions of Colorado, LLC, has performed in a satisfactory manner and fulfilled the obligations of the current contract. This includes working successfully with the Town to manage the existing 21 transit shelters at designated bus stops.

Town Council provided staff with direction at their February 24, 2020, study session to move forward with negotiating a new agreement with Outdoor Promotions of Colorado, LLC. This action will maintain the continuity of service for Parker residents who utilize designated bus stops for transit service.

STAFF RECOMMENDATION

Approve
Deny

BACKGROUND/DISCUSSION

In March 2000, the Town contracted with Outdoor Promotions, LLC, to build and maintain

transit shelters at designated bus stops located throughout the community.

The current contract, with previously granted extensions, would have expired as of March 29, 2020. The Town Council granted a temporary 30-day contract extension at their February 18, 2020, regular meeting to maintain this important community benefit and continuity of service. That extension allowed staff to update Council about the contract status at their February 24, 2020, study session. The Council directed staff to proceed with negotiating a new agreement with Outdoor Promotions of Colorado, LLC. Staff is requesting an additional extension through May 31, 2020, to allow the Town to complete negotiations with the vendor.

The agreement with Outdoor Promotions of Colorado, LLC, provides three (3) major benefits:

1. The vendor constructs and installs the shelters on Town right-of-way at no cost to the Town;
2. The vendor maintains and repairs the shelters at no cost to the Town; and
3. The vendor provides the Town with monthly revenue generated from the sale of advertising on the shelters.

The new agreement will remain substantially the same as the prior one but incorporates minor updates. These include an initial term of 5-years with three (3) 5-year renewal options. The agreement will also update the requirement for additional transit shelters and continue the revenue share from advertising back to the Town.

The existing infrastructure, including transit shelters, is already in place ensuring a seamless transition and continued service without disruption.

FINANCIAL IMPACT

Positive, the Town receives monthly revenue from Outdoor Promotions, LLC.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 16, 2020

Submitted By: Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.353 - First Reading**
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management

Department: Community Development, Bryce Matthews

Second Reading: April 6, 2020

EXECUTIVE SUMMARY

Town Council has been considering policy alternatives to address wildlife management dating to mid-2019. The proposed ordinance will amend Title 13 of the Municipal Code by the addition of a new Section 13.10.250 entitled Prairie Dog Management. The proposed Code amendment will provide additional guidance and standards about the management of prairie dogs in connection with applications for development. The ordinance will encourage applicants to relocate prairie dogs and partner with non-profit conservation and public interest groups for their removal. It will require the use of humane means of extermination if relocation is infeasible or prohibited.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has experienced substantial growth and development during the past ten years like many communities in the Denver Metro Region since the end of the Great Recession. This growth and development has the potential to impact natural features, wildlife and wildlife habitat as development proposals are approved and land is disturbed by construction activities.

This issue is of concern to a segment of Parker and Douglas County residents who have commented upon it at Planning Commission and Town Council meetings. A recent example

includes the Dominion Development proposal for a multi-family residential development called South Range Crossings in Stroh Ranch where residents expressed multiple concerns including about the impact of construction upon an existing prairie dog colony.

In 2019, the Town Council directed the Community Development Department to research potential options for wildlife management including managing the impact of development upon prairie dogs and other animals as well as wildlife habitat. Community Development staff made several presentations with potential policy alternatives for consideration at the July 22, 2019; September 23, 2019; and February 10, 2020 Town Council Study Sessions.

Town Council directed the following at the February 10, 2020 Study Session:

1. Prepare an ordinance codifying the policy approach for management of prairie dogs that staff discussed with Council. **Proposed Ordinance 3.353 implements this direction,**
2. Prepare a draft ordinance for an Environmental Assessment (EA) provision that would provide applicants and the Town with a tool to evaluate the impact of development upon certain natural features, wildlife and wildlife habitat. **Staff is working on the EA provision and will schedule a follow-up discussion with Council this spring.**

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 3.353
2. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.353 on first reading and to schedule second reading for April 6, 2020, as part of the consent agenda.

ORDINANCE NO. 3.353, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 13 OF THE PARKER MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW SECTION 13.10.250 ENTITLED PRAIRIE DOG MANAGEMENT

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

Section 1. Chapter 13.10 of the Parker Municipal Code is amended by the addition thereto of a new Section 13.10.250, entitled prairie dog management, to read as follows:

13.10.250 Prairie dog management.

(a) Intent. The purpose of this Section is to provide for the humane management of prairie dogs in connection with development. It is the intent of the Town of Parker that prairie dogs shall be managed humanely, with preference given to relocation, if feasible, and if not, humanely exterminated.

(b) Applicability. The provisions contained in this Section are in addition to, and do not supersede, any state or federal rules, regulations or standards concerning the management of prairie dogs. They shall apply to the following application types when prairie dogs are present on a site:

- (1) Demolition permit;
- (2) Grading plan;
- (3) Sketch/preliminary plan;
- (4) Minor development plat;
- (5) Replat; and
- (6) Site plan or preliminary site plan

(c) Relocation. Applicants are encouraged to partner with nonprofit conservation and public interest groups to relocate existing prairie dogs; provided, however, no relocation of prairie dogs shall occur between April 1 and June 1, which is the birthing season.

(d) Use of humane extermination. If relocation of prairie dogs is infeasible or prohibited, except as provided in Subsection (c) above, the applicant shall utilize humane extermination using a licensed professional exterminator to eradicate all or part of a prairie dog colony. All products shall be approved for use by the Colorado Department of Agriculture, U.S. Fish and Wildlife Service, and U.S. Environmental Protection Agency. Humane extermination shall not occur when endangered or threatened species such as the Western Burrowing Owl or Black-Footed Ferret are

present on a site until such species are protected or relocated in accordance with the requirements of the U.S. Fish and Wildlife Service. For purposes of this Section, humane extermination shall include the use of products that (1) are nontoxic (such as carbon dioxide and carbon monoxide); (2) eliminate secondary poisoning; and (3) eliminate impacts to nontarget species.

(e) Certification. As a condition of approval and prior to the commencement of site development, the applicant shall provide a certification in a form acceptable to the Town indicating compliance with the provisions of this Section.

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



Planning Commission Staff Report

Planning Commission Date: 3/12/2020

Town Council Date: 4/6/2020

Hearing Type: Public Hearing
DRAFT ORDINANCE NO. 3.353 – A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management

Location: Town-wide

Project Planner: John Fussa, Community Development Director

Applicant: Town of Parker

Executive Summary: The proposed ordinance will amend Title 13 to provide additional guidance and standards about wildlife management in connection with applications for development. The ordinance will encourage applicants to relocate prairie dogs and partner with non-profit conservation and public interest groups for their removal. It will require the use of humane means of extermination if relocation is infeasible or prohibited.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve an ordinance to Amend Title 13 of the Parker Municipal Code Regarding Prairie Dog Management.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve an ordinance to Amend Title 13 of the Parker Municipal Code Regarding Prairie Dog Management, as conditioned:”

- *List conditions (by Planning Commission or staff)*

“I move the Planning Commission recommend Town Council deny an ordinance to Amend Title 13 of the Parker Municipal Code Regarding Prairie Dog Management.”

- *List criteria not met (by Planning Commission or staff)*

I. BACKGROUND/DISCUSSION

The Town has experienced substantial growth and development during the past ten years like many communities in the Denver Metro Region since the end of the Great Recession. This growth and development has the potential to impact wildlife and wildlife habitat as development proposals are approved and land is disturbed by construction activities. This issue is of concern to a segment of Parker and Douglas County residents who have commented upon it at Planning Commission and Town Council meetings. A recent example includes the Dominion Development proposal for a multi-family residential development called South Range Crossings in Stroh Ranch where residents expressed their concern about the impact of construction upon an existing prairie dog colony.

In 2019, the Town Council directed the Community Development Department to research potential options for mitigating the impact of development upon prairie dogs and other wildlife as well as wildlife habitat. Community Development staff presented several options at the July 22, 2019; September 23, 2019; and February 10, 2020 Town Council Study Sessions. Council directed staff to prepare an ordinance codifying the concept(s) for Prairie Dog Management at the February 10, 2020 Study Session. The proposed Ordinance 3.353 addresses this direction.

PRIOR ACTIONS

Date	Action
	None

II. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
2035 Master Plan	Choose an item. ☒ Consistent ☐ Inconsistent
Consistent Goals/Strategies	<u>Natural Resource Protection 1, 1.B, 2.C</u>
Inconsistent Goals/Strategies	None
Staff Analysis	Consistent with the Master Plan

III. CONCLUSION

Proposed Ordinance No. 3.353 will implement Town Council direction regarding wildlife management as it relates to Prairie Dogs in connection with applications for development. The proposal will provide a planning and zoning tool to manage the impact of development upon this species that does not currently exist. It is consistent with the Parker 2035 Master Plan Goals and Strategies for Natural Resource Protection therefore staff guidance is that Planning Commission recommend approval to the Town Council.

IV. ATTACHMENTS

Draft Ordinance No. 3.353

Report Approved By: John Fussa, Community Development Director



Request for Town Council Action

Date: March 16, 2020
Submitted By: Spencer Raish, Assistant Traffic Engineer
Reviewed By: Michelle Kivela, Town Administrator
Title: **2020 Townwide Pavement Markings - Long Line Project (CIP20-009)**

Amount: \$140,100.00
Contractor: American Striping Company
Department: Engineering/Public Works, Spencer Raish

EXECUTIVE SUMMARY

The purpose of this item is to request that the Town Council approve the award of a trade contractor agreement with American Striping Company, for the 2020 Townwide Pavement Markings - Long Line Project (CIP20-009) for \$140,100. The Town of Parker needs to maintain and enhance our roadway pavement markings through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates the pavement striping lines on those streets that show the most wear. The Town's long-line pavement marking inventory includes, but is not limited to, several configurations including double yellow center lines, white channelization lines, white-lane lines and white-edge lines. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental damage (sun and weather). The Town specifies epoxy based paint for long-line markings due to its superior durability over standard alkyd paint. Applying the epoxy based paint requires specialty equipment the Town does not possess due to the high capital expense. Therefore, the Town bids this work through qualified area contractors.

Staff identified the roadway segments that required this maintenance and estimated approximately 1,700 gallons of paint. These quantities were used as a basis for the public bid process. This contract allows the Town an option to renew for two (2) additional one-year

periods with price adjustment.

The Town publicly opened bids on March 5, 2020. Four (4) contractors submitted bids with American Striping Company being the lowest responsible bidder at \$140,100. American Striping Company has completed prior long-line pavement marking contracts for the Town with satisfactory results. Therefore, Town staff recommends award of this contract to American Striping Company.

The bids the Town received were as follows:

American Striping Company - \$140,100.00

Kolbe Striping, Inc - \$140,600.00

Colorado Barricade - \$149,414.00

RoadSafe Traffic Systems - \$150,537.50

Engineer's Estimate - \$145,000.00

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2020 Budget under Traffic Services in the general fund (101-4312).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 16, 2020

Submitted By: Rhonda Willey, Accounting Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO.1.539.1 - Second Reading**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: **Finance, Mary Lou Brown**
Finance, Rhonda Willey

EXECUTIVE SUMMARY

This item is for budget revision for the 2020 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year budget are submitted to Council for consideration several times a year. This ordinance covers two categories of adjustments.

1. Carryovers, which are the reappropriation of an unspent appropriation from the prior year to the current year.
2. Amendments, which consist of additional or new appropriation requests that were not anticipated at the time of the development of the budget.

Section 9.12 of the Parker Home Rule Charter provides the authority under which these adjustments may be made.

FINANCIAL IMPACT

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ -	\$ 835,475	\$ 835,475	\$ -	\$ 835,475
Parks and Recreation Fund	281,000	8,068,525	8,349,525	-	8,349,525
Cultural Fund	-	52,700	52,700	-	52,700
Recreation Fund	(105,000)	49,480	(55,520)	-	(55,520)
Public Improvements Fund	10,000	7,277,980	7,287,980	-	7,287,980
Stormwater Fund	16,058,000	307,410	16,365,410	16,000,000	365,410
Fleet Services Fund	95,000	26,000	121,000	-	121,000
Information Technology Fund	-	206,910	206,910	-	206,910
Facility Services Fund	-	-	-	-	-
Total all funds	\$ 16,339,000	\$ 16,824,480	\$ 33,163,480	\$ 16,000,000	\$ 17,163,480

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.539.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.539.1 on second reading.

ORDINANCE NO. 1.539.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2020 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

Town of Parker**Exhibit A****2020 Revised Budget Ordinance 1.539.1**

1st Reading

March 2, 2020

2nd Reading

March 16, 2020

	Revision	2020 Revised Budget
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 18,109,761
Revenue		53,642,495
Revenue revision	-	-
Total revised revenue		53,642,495
Total available		71,752,256
Expenditures		53,701,179
2019 Carryover	835,475	
Supplemental appropriation	-	
Total expenditure revision		835,475
Total revised expenditures		54,536,654
Ending fund balance		\$ 17,215,602
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 15,136,510
Revenue		8,804,880
Revenue revision	-	-
Total revised revenue		8,804,880
Total available		23,941,390
Expenditures		8,681,928
2019 Carryover	8,068,525	
Supplemental appropriation	281,000	
Total expenditure revision		8,349,525
Total revised expenditures		17,031,453
Ending fund balance		\$ 6,909,937

Town of Parker**2020 Revised Budget Ordinance 1.539.1**

1st Reading

March 2, 2020

2nd Reading

March 16, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 173,585
Revenue		5,119,141
Revenue revision	-	-
Total revised revenue		5,119,141
Total available		5,292,726
Expenditures		5,208,222
2019 Carryover	52,700	
Supplemental appropriation	-	
Total expenditure revisions		52,700
Total revised expenditures		5,260,922
Ending fund balance		\$ 31,804
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 1,353,077
Revenue		8,847,495
Revenue revision	-	-
Total revised revenue		8,847,495
Total available		10,200,572
Expenditures		9,458,698
2019 Carryover	49,480	
Supplemental appropriation	(105,000)	
Total expenditure revisions		(55,520)
Total revised expenditures		9,403,178
Ending fund balance		\$ 797,394

Town of Parker**2020 Revised Budget Ordinance 1.539.1**

1st Reading

March 2, 2020

2nd Reading

March 16, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 24,831,589
Revenue		19,714,705
Revenue revision	-	-
Total revised revenue		19,714,705
Total available		44,546,294
Expenditures		19,360,000
2019 Carryover	7,277,980	
Supplemental appropriation	10,000	
Total expenditure revisions		7,287,980
Total revised expenditures		26,647,980
Ending fund balance		\$ 17,898,314
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 5,613,963
Revenue		3,031,300
Revenue revision	16,000,000	16,000,000
Total revised revenue		19,031,300
Total available		24,645,263
Expenditures		3,504,631
2019 Carryover	307,410	
Supplemental appropriation	16,058,000	
Total expenditure revisions		16,365,410
Total revised expenditures		19,870,041
Ending fund balance		\$ 4,775,222

Town of Parker**2020 Revised Budget Ordinance 1.539.1**

1st Reading

March 2, 2020

2nd Reading

March 16, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Fleet Services Fund</u>		
Beginning fund balance (unaudited)		\$ 1,318,712
Revenue		2,721,689
Revenue revision	-	-
Total revised revenue		2,721,689
Total available		4,040,401
Expenditures		2,226,644
2019 Carryover	26,000	
Supplemental appropriation	95,000	
Total expenditure revisions		121,000
Total revised expenditures		2,347,644
Ending fund balance		\$ 1,692,757
<u>Information Technology Fund</u>		
Beginning fund balance (unaudited)		\$ 1,386,092
Revenue		4,057,039
Revenue revision	-	-
Total revised revenue		4,057,039
Total available		5,443,131
Expenditures		4,125,462
2019 Carryover	206,910	
Supplemental appropriation	-	
Total expenditure revisions		206,910
Total revised expenditures		4,332,372
Ending fund balance		\$ 1,110,759

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ -	\$ 835,475	\$ 835,475	\$ -	\$ 835,475
Parks and Recreation Fund	281,000	8,068,525	8,349,525	-	8,349,525
Cultural Fund	-	52,700	52,700	-	52,700
Recreation Fund	(105,000)	49,480	(55,520)	-	(55,520)
Public Improvements Fund	10,000	7,277,980	7,287,980	-	7,287,980
Stormwater Fund	16,058,000	307,410	16,365,410	16,000,000	365,410
Fleet Services Fund	95,000	26,000	121,000	-	121,000
Information Technology Fund	-	206,910	206,910	-	206,910
Facility Services Fund	-	-	-	-	-
Total all funds	\$ 16,339,000	\$ 16,824,480	\$ 33,163,480	\$ 16,000,000	\$ 17,163,480

Town of Parker**Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
General Fund	
TischlerBise User Fee Study final work delayed to January 2020	3,000
Contracted median plant replacement	54,730
Town Hall LED lighting phase II	200,000
Town Hall chiller design final invoice	5,000
Hess Road bridge over Cherry Creek bridge rail maintenance/painting	14,950
Pine Drive bridge over Sulpher Gulch bridge rail maintenance/painting	9,750
Canterberry bridge sidewalk realignment/guardrail install	78,710
Painting of 5 globes on the Hess/Cherry Creek bridge	1,950
Painting of 5 globes on the Pine Dr/Sulpher Gulch bridge	325
Five globe fixtures	5,270
Uninterrupted power supply equipment	13,285
Warrant studies	3,510
Lighting repair	6,710
Roadway luminaires	15,200
Jordan Road/Village Center striping	20,050
Crosswalk material	1,275
One ton pick up with crane	49,920
Land development ordinance modernization project	195,595
Dransfeldt subarea plan	14,515
Chambers and Hess Road subarea plan	280
Upgrades required to complete the RMS project at PD	34,000
Wrap up of Kronos implementation	107,450
Total General Fund carryover revision	\$835,475

Town of Parker**Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
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Parks and Recreation Fund

H2O'Brien Pool renovation	2,211,395
O'Brien Park playground renovation	875,000
East/West regional trail	166,750
East/West regional trail undercrossing of Jordan Road	1,234,330
Site signage at Auburn Hills soccer park	10,000
Auburn Hills Park soccer field renovation	1,302,250
Bar CCC lights/parking lot improvements	966,500
High Plains Trail connection	939,450
Rowley Downs Trail connection	305,000
Olde Town mid-block trail connection	50,000
Concrete trail at Salisbury Park	7,850

<i>Total Parks and Recreation Fund carryover revision</i>	<u>\$8,068,525</u>
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Cultural Fund

Completion of web development for new Spektrix ticketing system	42,700
Completion of rehabilitation of Ruth Chapel front steps and doors	10,000

<i>Total Cultural Fund carryover revision</i>	<u>\$52,700</u>
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Recreation Fund

Batting cage turf replacement	11,980
H2O'Brien renovation	37,500

<i>Total Recreation Fund carryover revision</i>	<u>\$49,480</u>
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Town of Parker**Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
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Public Improvement Fund

Signal - Canterbury and Idyllwilde	13,780
Parker Road responsive signal	162,150
Signal - Hess Road and Country Mead Square	42,110
Street reconstruction projects	507,730
Sidewalk gap closures	37,390
Roadway safety enhancements	184,325
Parker Road sidewalk project	37,670
Town-wide sign program	171,135
Jordan Road widening to Hess Road	208,090
Chambers Road - Mainstreet to Hess	30,000
Medians and entryways	75,000
Hess - Motsenbocker projects	63,150
Dransfeld Mott Todd roadway alignment	375,660
North Parker Road improvements	17,985
Mainstreet safety circulation improvement	1,461,600
SW Parker Road and Mainstreet	92,465
Mott widening - Clark Farms - Todd Drive	671,860
Cottonwood widening - Jordan to Parker Road	67,240
Mainstreet north side sidewalk	34,050
J Morgan extension	31,860
Kings Point Way	2,366,880
Power line undergrounding	625,850

<i>Total Public Improvement Fund carryover revision</i>	<u>\$7,277,980</u>
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Stormwater Fund

Newlin Gulch crossing at East/West Trail	7,410
West Stroh Gulch at Anthology North	300,000

<i>Total Stormwater Fund carryover revision</i>	<u>\$307,410</u>
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Facility Services Fund

Town-wide building automation upgrade	26,000
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<i>Total Facility Services Fund carryover revision</i>	<u>\$26,000</u>
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Town of Parker

Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
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Fleet Services Fund

Streets dump truck	117,275
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L.A.W.S. police vehicle upfit	51,195
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Police vehicle	33,440
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Vehicle painting (police vehicles)	5,000
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<i>Fleet Services Fund carryover revision</i>	\$206,910
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<i>Total carryover revision</i>	\$16,824,480
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Expenditures

Recreation Fund

Transfer to Parks and Recreation Fund for furniture, fixtures and equipment budgeted for the H2O'Brien renovation	(67,500)
Transfer to Parks and Recreation Fund for items budgeted for the H2O'Brien renovation	(37,500)
<i>Total Recreation Fund expenditure supplemental revision</i>	<u>(105,000)</u>

Parks and Recreation Fund

Transfer from Recreation Fund for furniture, fixtures and equipment budgeted for the H2O'Brien renovation	67,500
Transfer from Recreation Fund for items budgeted for the H2O'Brien renovation	37,500
Developer contributions for construction of the East/West Regional Trail	176,000
<i>Total Parks and Recreation Fund expenditure supplemental revision</i>	<u>\$281,000</u>

Public Improvements Fund

Conversion of single left turn lane to a double left turn lane at Chambers Road and Compark with developer contributions	10,000
<i>Total Public Improvements Fund expenditure supplemental revision</i>	<u>\$10,000</u>

Stormwater Utility Fund

Upgrade of a single axle dump truck scheduled for 2020 replacement to a tandem axle truck	58,000
Developer funded improvements at Green Acres Tributary at Compark Village South	9,000,000
Developer funded improvements at Lemon Gulch Tributary at Hess	7,000,000
<i>Total Stormwater Utility Fund expenditure supplemental revision</i>	<u>\$16,058,000</u>

Fleet Service Fund

2020 equipment replacements with quotes over budget and increased up-fit costs	95,000
<i>Total Fleet Services Fund expenditure supplemental revision</i>	<u>\$95,000</u>

Total expenditure supplemental revision

\$16,339,000

Revenues

Stormwater Utility Fund

Developer fees for Lemon Gulch Tributary at Hess	7,000,000
Developer fees for Green Acres Tributary at Compark Village South	9,000,000
<i>Total Stormwater Utility Fund revenue supplemental revision</i>	\$16,000,000

<i>Total revenue supplemental revision</i>	\$16,000,000
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Request for Town Council Action

Date: March 16, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.307 - Second Reading (To be continued to 4//6/20)**
A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: **Engineering and Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This ordinance accompanies a proposed Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD). This IGA is necessary in order to provide developer funds to MHFD for the required improvements to Lemon Gulch drainageway system, which are proposed as a fee-in-lieu project that will be contracted through MHFD.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Looking Glass development is located in the southwestern corner of the Town boundary, north and west of Crowfoot Valley Road and southeast of Reuter-Hess Reservoir. The first segment of this development contains two major drainageways: Lemon Gulch and its tributary known as Brandy Gulch. Under the Town Code, the developer is required to implement any master-planned improvements for major drainageways located within a development. The planned improvements in this system generally consist of bank modifications and grade control structures, with minimal realignment of the channels proposed in accordance with the dendritic design model.

The developer, the Town, and Mile High Flood District (MHFD) have agreed to implement the improvements associated with the first segment of development as a fee-in-lieu project. This arrangement requires the developer to fund 100% of the cost of design and construction, while MHFD is responsible for overseeing the design and construction contracts with input from the Town. This arrangement will be mutually beneficial to the developer and the Town: for this reason this arrangement provides schedule-related benefits to the developer, as these improvements are removed from their construction scope, and the Town and MHFD enjoy increased control over the project and the selection of the engineer and contractor.

The project team is nearing completion of the 100% design documents for Brandy Gulch, and these improvements are planned to be constructed this spring in coordination with the developer's grading and infrastructure work on the property. The developer will be required to pay to the Town the full cost to construct these improvements in the upcoming subdivision agreements for the Looking Glass development, and this IGA proposes to pass these funds through to MHFD to allow the District to bid and construct the improvements.

The Lemon Gulch improvements are still under design and federal permitting is pending. Please note that a similar IGA for those improvements will be brought before Town Council in the future when final costs are determined and federal permits are obtained.

FINANCIAL IMPACT

This project will be 100% funded by the developer, with no Town funding proposed. The anticipated project cost for the Brandy Gulch improvements is \$1,454,137.81 with the following breakdown:

Construction Cost: \$1,069,706.25
Contingency (5%): \$53,485.31
Construction Engineering: \$150,598
Vegetation Management: \$137,560
Administrative Fee: \$42,788.25

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



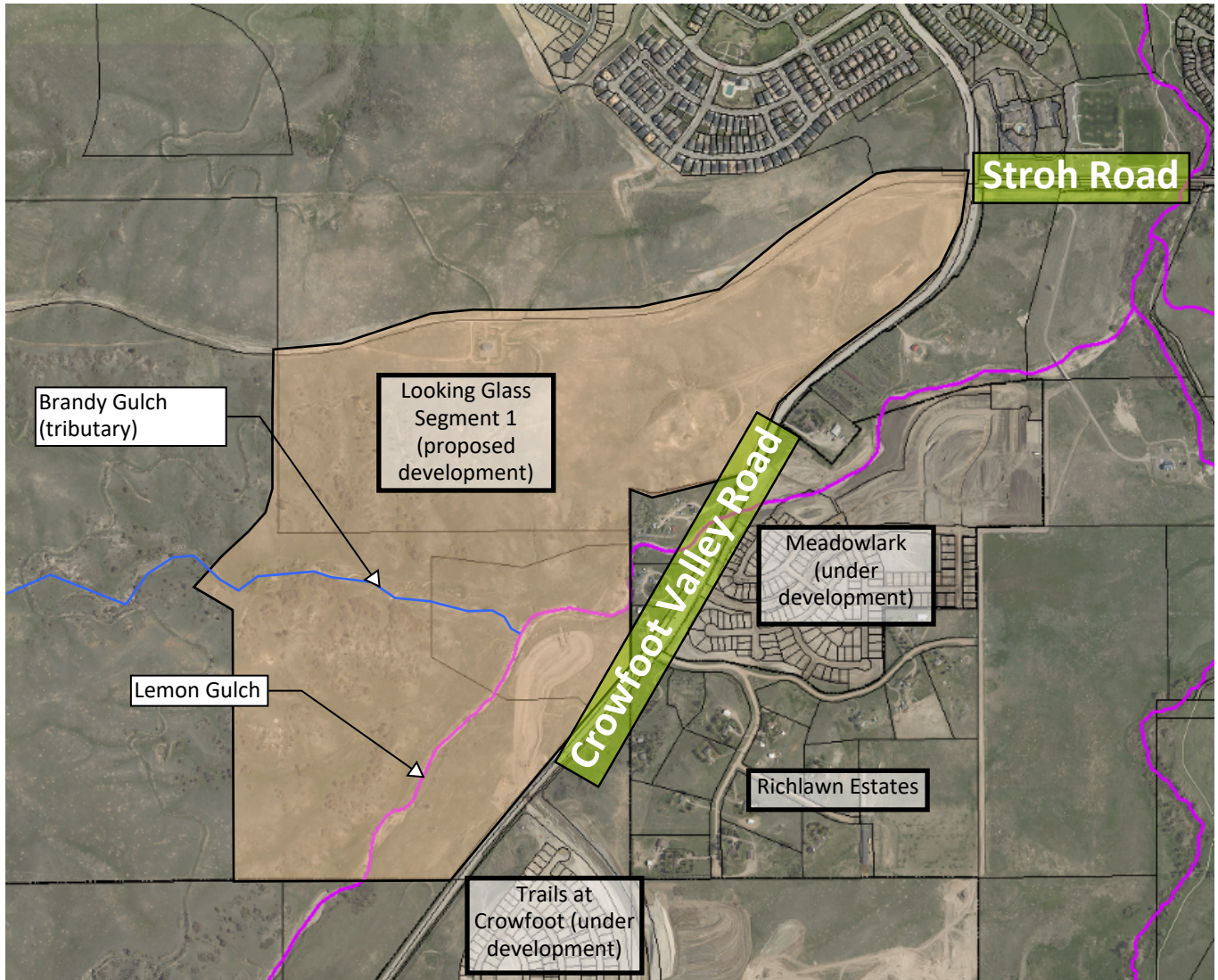
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

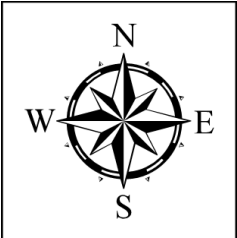
1. Vicinity Map
2. Ordinance No 9.307

RECOMMENDED MOTION

I move to continue Ordinance 9.307 to a date certain, April 6, 2020.



Lemon Gulch Upstream of
Crowfoot Valley Road
Vicinity Map



ORDINANCE NO. 9.307, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD (AGREEMENT NO. 20-01.13, PROJECT NO. 107087) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Construction of Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

Section 4. 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 REGARDING CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD TOWN OF PARKER

Agreement No. 20-01.13
Project No. 107087

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

WITNESSETH:

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

WHEREAS, PARTIES participated in a joint planning study titled "Scott and Lemon Gulch Watershed Outfall Systems Planning – Preliminary Design Report" by CH2M Hill, dated July 2006, (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with construction, establishment, and monitoring of drainage and flood control improvements for Lemon Gulch upstream of Crowfoot Valley Road (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the TOWN Council of TOWN 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. **SCOPE OF THIS AGREEMENT**

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

2. **SCOPE OF PROJECT**

- A. **Construction.** PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design, as specified in the attached Construction Plans (Exhibit B).
- B. **Construction Engineering Services.** PROJECT shall include all necessary construction observation and oversight by the design engineer, as specified in the attached scope and fee (Exhibit C).

- C. Vegetation Establishment. PROJECT shall include periodic watering, weed control, and reseeding for the first full post construction growing season, as specified in the attached scope and fee (Exhibit D).
- D. Permit Monitoring. PROJECT shall include all necessary weed control, reseeding, monitoring, and reporting to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act. The Permit Monitoring period is typically three (3) to five (5) years post construction.
3. PUBLIC NECESSITY
- PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.
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. Construction
 2. Construction Contingency (5% of Construction)
 3. Construction Engineering Services
 4. Vegetation establishment
 5. Administrative fee (which includes permit monitoring costs)
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,454,137.81 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AMOUNT</u>
1. Construction	\$ 1,069,706.25
2. Construction Contingency	53,485.31
3. Construction Engineering Services	150,598.00
4. Vegetation Establishment	137,560.00
5. Administrative Fee (which includes permit monitoring costs)	42,788.25
Grand Total	\$ 1,454,137.81

5. MANAGEMENT OF FINANCES

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

- A. Construction. The estimated cost of Construction, as set forth in Exhibit E of this Agreement, shall be based on actual costs but shall not exceed One Million Sixty-Nine Thousand Seven Hundred Dollars (\$1,069,706.25 Six Dollars and Twenty-Five Cents

- B. Construction Contingency. Funds for Construction Contingency shall be collected. The cost shall be five (5) percent of the Construction cost, which amounts to Fifty-Three Thousand Four Hundred Eighty-Five Dollars (\$53,485.31).
- C. Construction Engineering Services. The estimated cost of Construction Engineering Services, as set forth in Exhibit C of this Agreement, shall be based on actual costs but shall not exceed One Hundred Fifty Thousand Five Dollars (\$150,598.00).
- D. Vegetation Establishment. The estimated cost of Vegetation Establishment, as set forth in Exhibit D of this Agreement, shall be based on actual costs but shall not exceed One Hundred Thirty-Seven Thousand Dollars (\$137,560.00).
- E. Administrative Fee. The administrative fee is based on a percentage of the Construction costs. The percentage charged is as shown in the following table.

Estimated Construction Cost Range	Percentage Charged
Under \$500K	8.0%
\$500K - \$1mil	6.0%
\$1mil - \$1.5mil	4.0%
\$1.5mil - \$2mil	3.0%
\$2mil - \$3.5mil	2.0%
\$3.5mil - \$5mil	1.5%
\$5mil - \$10mil	1.0%
\$10mil - \$15.5mil	0.7%
\$15.5mil - \$20mil	0.6%

Based on the table above, the administrative fee collected shall be Forty-Two Thousand Seven Hundred Eighty-Eight Dollars and 25 Cents (\$42,788.25).

- F. Payment. TOWN agrees to fund the Construction, Establishment, and Monitoring and make a payment in the amount of One Million Four Hundred Fifty-Four Thousand One Hundred Thirty-Seven Dollars (\$1,454,137) within ten (10) business days after the Agreement date. In the event the payment is not made within ten (10) business days after the Agreement date, this Agreement will be void and of no further force and effect. PARTIES agree that, by _____, the remaining money in the project fund (Administrative Fees are not included in the project fund) will be returned to TOWN. TOWN'S failure to approve DEVELOPMENT will not constitute a default by DISTRICT in its performance of this Agreement. Additional work requested beyond the contract documents for PROJECT will require an amendment to AGREEMENT.

6. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment

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

9. MAINTENANCE

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

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

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

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

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

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

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be

responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

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

17. APPLICABLE LAWS

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

18. ASSIGNABILITY

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

19. BINDING EFFECT

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

20. ENFORCEABILITY

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

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all

contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

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

23. NO DISCRIMINATION IN EMPLOYMENT

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

24. APPROPRIATIONS

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

25. NO THIRD PARTY BENEFICIARIES

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

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 - E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
 - F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
 - I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
27. GOVERNMENTAL IMMUNITIES
- PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.
28. INTENT OF AGREEMENT
- Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the TOWN, the DISTRICT or any other entity not a party hereto.
29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

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 D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

TOWN

By_____

Name_____

Title_____

Date_____

Checked By

AGREEMENT REGARDING
CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

Agreement No. 20-01.13
Project No. 107087

Exhibit A



AGREEMENT REGARDING
CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

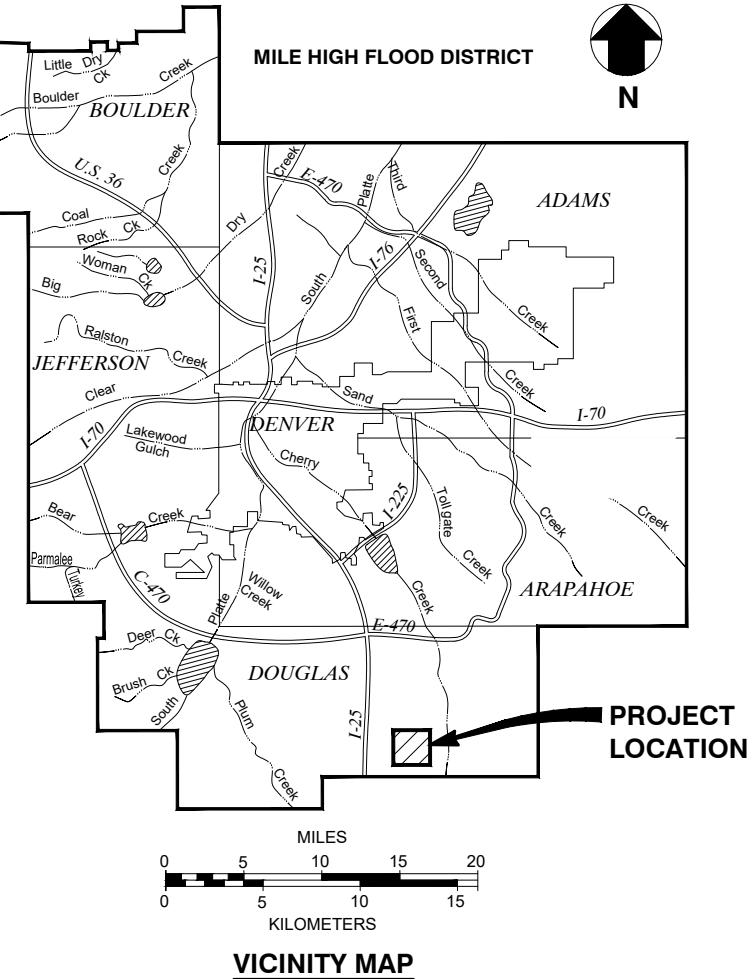
Agreement No. 20-01.13
Project No. 107087

Exhibit B

CONTRACTOR'S SCOPE
(attach here)

EXHIBIT B

CONTRACT DRAWINGS FOR THE CONSTRUCTION OF:
BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS
TOWN OF PARKER
MILE HIGH FLOOD DISTRICT
FEBRUARY 2020



INDEX OF DRAWINGS		
SHEET NO.	DRAWING NO.	TITLE
GENERAL		
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES AND LEGEND
3	G-3	SITE PLAN
CIVIL		
4	C-1	CHANNEL PLAN AND PROFILE (SHEET 1 OF 4)
5	C-2	CHANNEL PLAN AND PROFILE (SHEET 2 OF 4)
6	C-3	CHANNEL PLAN AND PROFILE (SHEET 3 OF 4)
7	C-4	CHANNEL PLAN AND PROFILE (SHEET 4 OF 4)
8	C-5	CHANNEL SECTIONS
9	C-6	RIPRAP LINING DETAILS
10	C-7	BIOENGINEERED-ROCK GRADE CONTROL DETAILS
11	C-8	STRUCTURE GENERAL NOTES
12	C-9	TRAIL CROSSING #1 PLAN
13	C-10	TRAIL CROSSING #1 DETAILS
14	C-11	TRAIL CROSSING #2 PLAN
15	C-12	TRAIL CROSSING #2 DETAILS
16	C-13	BANK PROTECTION DETAILS
17	C-14	MISCELLANEOUS DETAILS
LANDSCAPE		
18	L-1	LANDSCAPE PLAN (SHEET 1 OF 4)
19	L-2	LANDSCAPE PLAN (SHEET 2 OF 4)
20	L-3	LANDSCAPE PLAN (SHEET 3 OF 4)
21	L-4	LANDSCAPE PLAN (SHEET 4 OF 4)
22	L-5	LANDSCAPE NOTES AND DETAILS
EROSION CONTROL		
23	EC-1	GESC PLAN (SHEET 1 OF 2)
24	EC-2	GESC PLAN (SHEET 2 OF 2)
25 - 33	EC-3 - EC-11	GESC DETAILS
SUBSURFACE UTILITY ENGINEERING (SUE) DRAWINGS		
7 SHEETS		



MILE HIGH FLOOD DISTRICT

- APPROVALS -

MILE HIGH FLOOD DISTRICT

SUITE #156 B
2480 W. 26TH AVE.
DENVER, COLORADO 80211
(303) 455-6277

KEN MACKENZIE, P.E. - EXECUTIVE DIRECTOR	DATE
LAURA KROEGER, P.E. - MANAGER, STREAM SERVICES PROGRAM	DATE
BARBARA CHONGTOUA, P.E. - PROJECT MANAGER, STREAM SERVICES PROGRAM	DATE

PREPARED BY:



MULLER
ENGINEERING COMPANY

777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

TOWN OF PARKER	
PUBLIC WORKS DIRECTOR	DATE
MANAGER OF ENGINEERING AND STORMWATER	DATE

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

GENERAL

TITLE SHEET

DATE
2/6/2020

DRAWING NO.
G-1

SHEET NO.
1 OF 33

PLOTTED: 2/6/2020 2:41:32 PM
 NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-COVER.DWG

TOWN OF PARKER STORM DRAINAGE INFRASTRUCTURE NOTES:

1. ALL STORM DRAINAGE IMPROVEMENTS ARE SUBJECT TO COMPLIANCE WITH THE MILE HIGH FLOOD DISTRICT'S (MHFD) CURRENT EDITION OF CONSTRUCTION SPECIFICATIONS, AND WHERE NOTED ON THE DRAWINGS, THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) M&S STANDARDS, WITH THE MODIFICATIONS SET FORTH IN THE TOWN OF PARKER'S STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL (SDECM), AS AMENDED.
2. THE CONTRACTOR SHALL COMPLY WITH THE "COLORADO WATER QUALITY CONTROL ACT" (TITLE 25, ARTICLE 8 CRS), THE "PROTECTION OF FISHING STREAMS" (TITLE 33, ARTICLE 5, CRS), THE "CLEAN WATER ACT" (33 USC 1344), "CHERRY CREEK RESERVOIR CONTROL REGULATION NO. 72" (5 CCR 1002-72), THE REGULATION PROMULGATED, CERTIFICATION OR PERMITS ISSUED, AND THE REQUIREMENTS PRESENTED IN THE SDECM REVISION TO SECTION 107 AND THE CONSTRUCTION BMP PLAN. IN THE EVENT OF CONFLICTS BETWEEN THESE REQUIREMENTS AND WATER QUALITY CONTROL LAWS, RULES, OR REGULATIONS OF OTHER FEDERAL OR STATE AGENCIES, THE MORE RESTRICTIVE LAWS, RULES, OR REGULATIONS SHALL APPLY.
3. INSPECTIONS: CONSTRUCTION SHALL NOT BEGIN UNTIL A GRADING PERMIT HAS BEEN ISSUED FOR THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE TOWN OF PARKER ENGINEERING DEPARTMENT (PUBLIC WORKS) TO SCHEDULE INSPECTIONS A MINIMUM OF 48 HOURS PRIOR TO THE CONSTRUCTION OF ALL DRAINAGE INFRASTRUCTURE (STORM SEWERS, INLETS, MANHOLES, ENERGY DISSIPATERS, RIPRAP, GROUTED BOULDERS, DETENTION POND OUTLET STRUCTURES, FOREBAYS, TRICKLE CHANNELS, ETC). FAILURE TO NOTIFY THE ENGINEERING DEPARTMENT FOR INSPECTIONS MAY RESULT IN NON-ACCEPTANCE OF THE INFRASTRUCTURE BY THE TOWN.
4. MILE HIGH FLOOD DISTRICT (MHFD) MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION SO THAT A MHFD OBSERVER CAN CONDUCT PERIODIC INSPECTIONS. CONTACT BARBARA CHONGTOUA AT 303-455-6277 TO COORDINATE INSPECTIONS.
5. STRUCTURAL BACKFILL (CDOT CLASS 1) SHALL BE COMPACTED TO CONFORM TO CDOT STANDARD SPECIFICATION 203.03. STRUCTURAL BACKFILL (CDOT CLASS 2) SHALL CONFORM TO CDOT STANDARD SPECIFICATION 203.07. AT THE CONTRACTOR'S OPTION, STRUCTURAL BACKFILL (SQUEEGEE) MEETING THE GRADATION REQUIREMENTS CONTAINED IN REVISION OF SECTION 206 OF THE CDOT STANDARD SPECIFICATIONS AS PRESENTED IN THE SDECM, MAY BE SUBSTITUTED FOR STRUCTURE BACKFILL (CLASS 1 OR CLASS 2) FOR BACKFILLING OF CULVERT PIPES, STORM SEWER PIPES, MANHOLES AND INLET STRUCTURES; HOWEVER, THE TOP 2 FEET BELOW SUBGRADE ELEVATION SHALL BE THE REQUIRED EMBANKMENT MATERIAL.
6. ALL EXCAVATIONS SHALL MEET OSHA REQUIREMENTS.
7. TESTING: PROBATIONARY ACCEPTANCE OF STORM DRAINAGE IMPROVEMENTS WILL BE CONTINGENT UPON SATISFACTORY TESTING RESULTS. IN ALL CASES WHERE TESTS INDICATE COMPACTION LESS THAN THAT REQUIRED TO MEET TOWN SPECIFICATIONS, ADDITIONAL COMPACTION AND TESTS WILL BE REQUIRED UNTIL THE SPECIFICATIONS ARE MET. FREQUENCY OF TESTING WILL BE AS FOLLOWS:

A.) ONE TEST FOR SUBGRADE AND ONE TEST FOR BACKFILL AT EVERY ABOVE GROUND APPURTENANCE (MANHOLES, INLETS, ETC)

B.) ONE TEST EVERY 200 LF OF MAINLINE TRENCH EVERY ONE FOOT OF BACKFILL LIFT AND WITHIN ONE FOOT FROM ALL STRUCTURES.
8. ALLOWABLE STORM SEWER CONDUIT MATERIAL WITHIN THE TOWN OF PARKER SHALL BE LIMITED TO REINFORCED CONCRETE PIPE (RCP) CONFORMING TO CDOT STANDARD SPECIFICATION 706.02.
9. ALL RCP JOINTS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C443. RUBBER GASKETS SHALL BE USED ON ALL PIPE JOINTS CONFORMING TO ASTM C443. ALL RCP SECTIONS SHALL BE JOINED IN SUCH A MANNER THAT THE ENDS ARE FULLY ENTERED AND THE INNER SURFACES ARE REASONABLY FLUSH. AVERAGE JOINT GAP THAT EXCEEDS 1/2 INCH SHALL BE FILLED WITH AN APPROVED FLEXIBLE PLASTIC SEALANT.
10. JOINT RESTRAINTS AND TOE-WALLS, CONFORMING TO CDOT M&S STANDARD PLAN NO. M-601-11 SHALL BE USED ON ALL RCP FLARED END SECTION OUTFALLS.
11. EPOXY COATED REBAR SHALL BE USED AS REINFORCING STEEL ON ALL STORM INLETS. REFERENCE CDOT M&S STANDARD PLAN NO. M-604-1, 11, 12, AND 13.
12. CDOT CLASS D CONCRETE SHALL BE USED FOR ALL CONCRETE DRAINAGE STRUCTURES, EXCEPT WHERE NOTED OTHERWISE ON THE DRAWINGS.
13. PRE-CAST INLETS AND MANHOLE BASES SHALL NOT BE USED WITHIN THE TOWN OF PARKER RIGHT-OF-WAY, WITH THE EXCEPTION OF CDOT TYPE C AND D INLETS.
14. TWO (2) MANHOLE ACCESS POINTS ARE REQUIRED ON ALL TYPE "R" CURB INLETS GREATER THAN OR EQUAL TO TEN (10) FEET IN LENGTH AS PRESENTED IN CDOT M&S STANDARD PLAN NO. M-604-12.
15. PIPE BELLS SHALL NOT BE CAST INTO MANHOLE BASES OR INLETS.
16. ALL GROUTING (BOULDERS, RIPRAP) SHALL BE IN ACCORDANCE WITH MHFD STANDARD SPECIFICATION 31 37 19 - GROUTED BOULDER, STACKED GROUTED BOULDERS, AND GROUTED BOULDER RETAINING WALLS.
17. ALL BOULDERS AND RIPRAP SHALL BE SELECTED AND PLACED IN ACCORDANCE WITH MHFD STANDARD SPECIFICATION 31 37 00 - RIPRAP, BOULDERS, SOIL RIPRAP, AND BEDDING.
18. CONTRACTOR SHALL REFER TO THE TOWN OF PARKER'S CONSTRUCTION BEST MANAGEMENT PRACTICES DETAILS AND NOTES FOR ALL REQUIREMENTS RELATING TO RE-VEGETATION, SEDIMENT AND EROSION CONTROL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES.

GENERAL NOTES:

1. THE WORK WILL TAKE PLACE IN AND AROUND A STREAM, SUBJECT TO PERIODIC FLOODING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF SURFACE AND SUBSURFACE WATER DURING THE COURSE OF THE WORK. ANY DAMAGE TO THE WORK RESULTING FROM SURFACE FLOWS, SUBSURFACE FLOWS, BASE FLOWS OR FLOOD FLOWS INCLUDING BUOYANCY FORCES ON PIPELINES AND OTHER FACILITIES SHALL BE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE COST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND SATISFYING THE REQUIREMENTS OF ANY APPLICABLE PERMITS PERTAINING TO WATER AND EROSION CONTROL.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATION (HORIZONTAL AND VERTICAL) AT CONNECTIONS TO ALL EXISTING INFRASTRUCTURE. THIS INFORMATION SHALL BE COLLECTED AND SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO INSTALLATION OF ANY NEW FACILITIES SHOWN ON THESE CONTRACT DRAWINGS. THE ENGINEER WILL DETERMINE IF ANY MINOR MODIFICATIONS TO THE NEW FACILITIES SHOWN ON THE CONTRACT DRAWINGS ARE NECESSARY SUCH AS HORIZONTAL AND VERTICAL ADJUSTMENTS.
3. ALL ESTIMATES OR QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR, WHO SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES AND PROVIDING THE WORK AND MATERIALS AS SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM AN INDEPENDENT TAKE-OFF OF ALL QUANTITIES, TO NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES (INCLUDING UNLISTED ITEMS), AND TO SUBMIT AN ADD-ALTERNATE BID IDENTIFYING THE DISCREPANCIES PRIOR TO FINAL EXECUTION OF THE CONSTRUCTION CONTRACT.
4. TOPOGRAPHIC MAPPING INFORMATION WAS PROVIDED BY EMK CONSULTANTS, INC. ACTUAL FEATURES COULD VARY; THE CONTRACTOR SHALL VERIFY SITE CONDITIONS BEFORE THE START OF WORK. VERTICAL SURVEY CONTROL IS BASED ON THE NAVD 88 DATUM.

THE PROJECT COORDINATES ARE DERIVED FROM COLORADO STATE PLANE CAN BE TRANSFERRED TO THE COLORADO STATE PLANE CENTRAL COORDINATES USING THE FOLLOWING FORMULA:

PROJECT NORTHING: (STATE PLANE NORTHING x1.000333941) - 1,544,720.358

PROJECT EASTING: (STATE PLANE EASTING x1.000333941) - 3,259,984.871

ROTATION: 0°19'57" C.C.W.
5. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE.
6. EXISTING TREES, VEGETATION, AND FACILITIES NOT INDICATED TO BE REMOVED SHALL BE PROTECTED IN PLACE OR REMOVED AND REPLACED IN KIND, AS APPROVED BY ENGINEER.
7. CONTACT THE ENGINEER FOR CLARIFICATIONS OF ANY ABBREVIATIONS SHOWN ON THE DRAWINGS.
8. ALL VOID-FILLED RIPRAP SHALL INCLUDE RIVER COBBLE IN ACCORDANCE WITH TABLES 5 AND 6 IN THE MHFD STANDARD SPECIFICATION 31 37 00 RIPRAP, BOULDERS, SOIL RIPRAP, AND BEDDING.
9. IF ADDITIONAL TOPSOIL IS AVAILABLE, INCREASE TOPSOIL DEPTH UP TO FINISHED GRADE AS DIRECTED BY THE ENGINEER.
10. A SUBSURFACE UTILITY ENGINEERING (SUE) REPORT WAS COMPLETED FOR THE PROJECT IN OCTOBER 2019 BY CLARK LAND SURVEYING, INC. THE REPORT WAS PREPARED IN ACCORDANCE WITH COLORADO REVISED STATUTES 9-1.5-101 THROUGH 9-1.5-108 AND WITH AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA (ASCE 38-02). THE SURVEY INCLUDED DESIGNATING AS PRACTICAL IN AN ATTEMPT TO ACHIEVE QUALITY LEVEL B, OR QUALITY LEVEL A IF THE FACILITY WAS EXPOSED AND ACCESSIBLE, ALL IDENTIFIED UNDERGROUND UTILITIES. FACILITIES THAT COULD NOT BE DETECTED USING STANDARD ELECTROMAGNETIC INDUCTIVE TOOLS WERE MAPPED TO QUALITY LEVELS C AND D. THE SUE REPORT IS CONTAINED IN THE PROJECT DESIGN REPORT APPENDIX AND THE SUE PLAN SHEETS ARE ATTACHED TO THESE DRAWINGS.
11. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (811) AND OTHER AFFECTED UTILITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL POT HOLE AND SURVEY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION PRIOR TO START OF CONSTRUCTION. THE POT HOLING AND SURVEY WORK SHALL BE INCLUDED AND PAID FOR AS PART OF MOBILIZATION.

ABBREVIATIONS

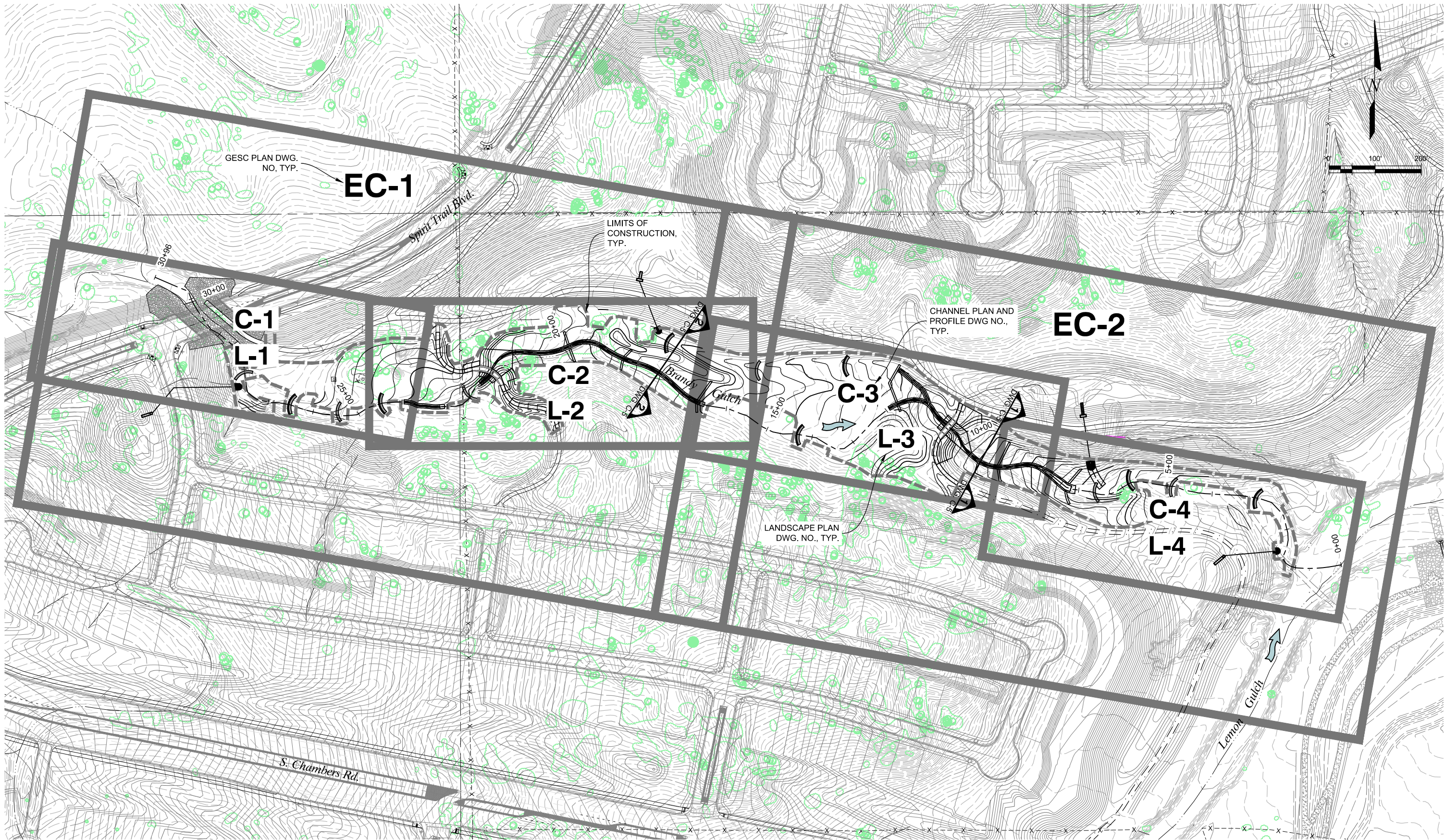
CLR	CLEAR	INV.	INVERT
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET
DIA	DIAMETER	MAX	MAXIMUM
DWG	DRAWING	MIN	MINIMUM
EL	ELEVATION	NO.	NUMBER
EX	EXISTING	O.C.	ON CENTER
EW	EACH WAY	RCP	REINFORCED CONCRETE PIPE
FES	FLARED END SECTION	TOW	TOP OF WALL
GESC	GRADING, EROSION, AND SEDIMENT CONTROL		

LEGEND

	EXISTING TREES
	REMOVE TREE
	EXISTING RIPRAP
	EXISTING CONCRETE
	EXISTING GRAVEL ROAD
	EXISTING WETLANDS
	EXISTING IRRIGATION CONTROL BOX
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER
	EXISTING WATER LINE
	EXISTING SANITARY SEWER
	EXISTING UNDERGROUND ELECTRIC
	EXISTING DITCH
	EXISTING GRAVEL ROAD
	EXISTING SHRUB BOUNDARY LINE
	NEW EMBANKMENT SLOPE AS INDICATED (HORIZ:VERT)
	SPOT ELEVATION
	BANK PROTECTION
	PROPOSED VOID-FILLED RIPRAP OR SOIL RIPRAP
	PROPOSED BURIED VOID-FILLED RIPRAP
	BOULDERS
	ROCK RIBBON
	WILLOW TRENCH
	STAMPED CONCRETE
	LIMITS OF CONSTRUCTION
	EXISTING FENCE
	EXISTING WALL
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED CHANNEL TOE
	PROPOSED CHANNEL CENTERLINE
	SECTION OR DETAIL DESIGNATION
	DRAWING NUMBER WHERE DETAIL IS SHOWN

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS							BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				GENERAL		DRAWING NO. G-2
	CHECKED: SAR									GENERAL NOTES AND LEGEND		SHEET NO. 2 OF 33

PLOTTED: 2/6/2020 2:42:31 PM
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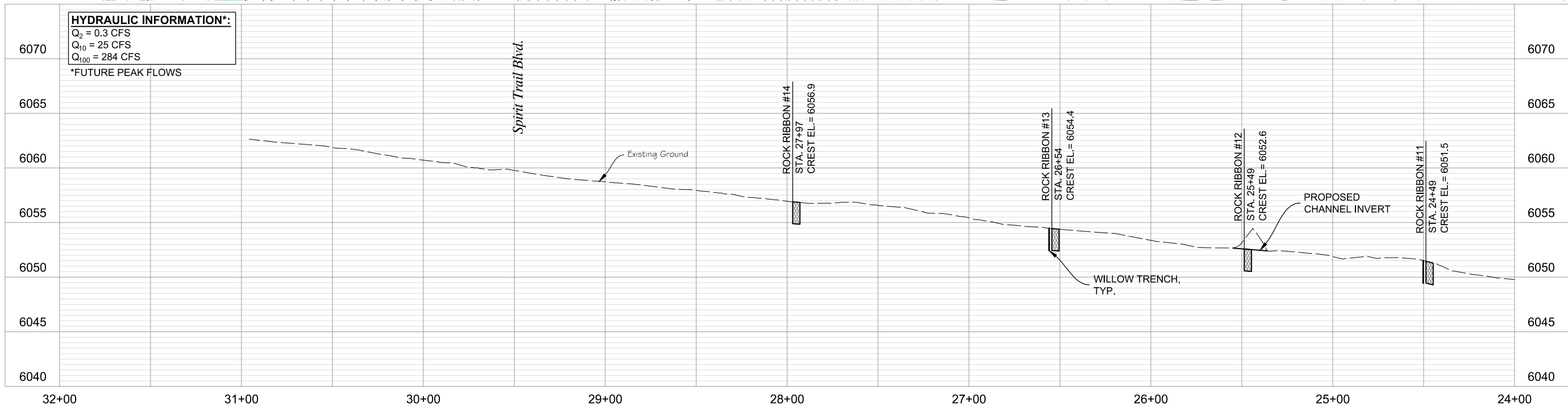
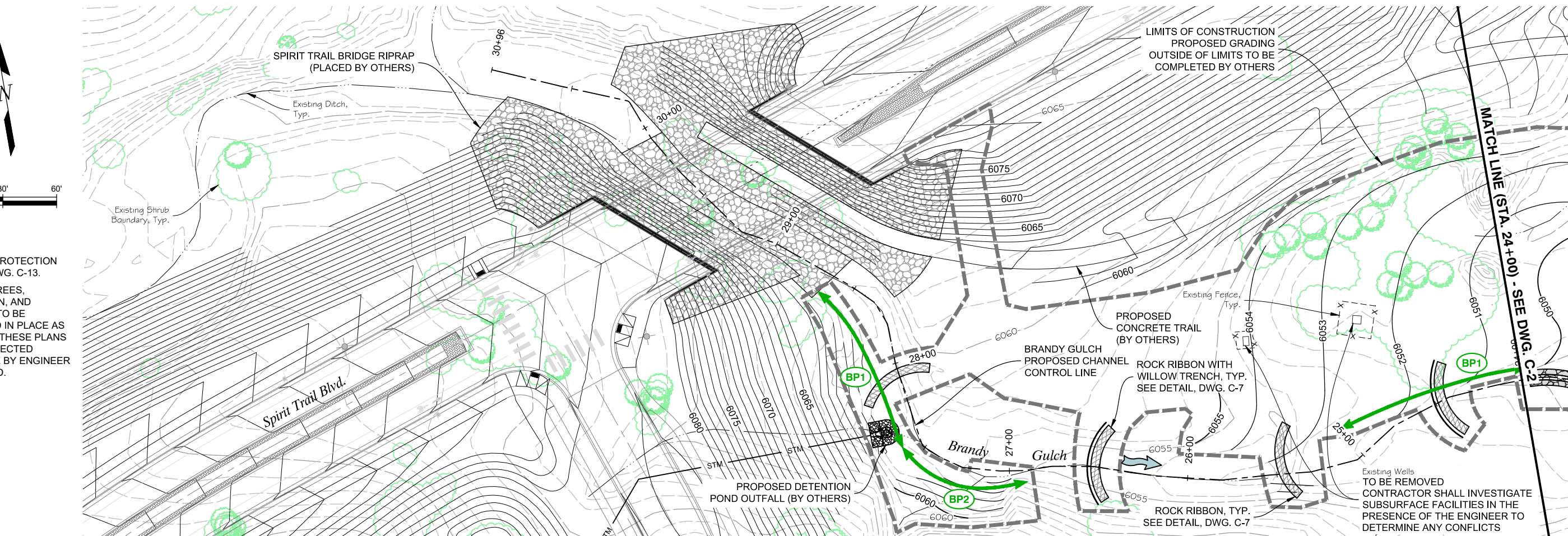


PREPARED UNDER THE SUPERVISION OF	DESIGNED:	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE
	DRAWN:		NO.	DATE	DESCRIPTION	BY				GENERAL		DRAWING NO.
	CHECKED:									SITE PLAN		G-3
	SAR											SHEET NO.
										3 OF 33		

PLOTTED: 2/6/2020 2:43:49 PM
 NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFD\CAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-GRADING PLAN.DWG

NOTES:

- SEE BANK PROTECTION DETAILS, DWG. C-13.
- EXISTING TREES, VEGETATION, AND FACILITIES TO BE PROTECTED IN PLACE AS SHOWN ON THESE PLANS UNLESS DIRECTED OTHERWISE BY ENGINEER IN THE FIELD.



HYDRAULIC INFORMATION*:
 $Q_2 = 0.3$ CFS
 $Q_{10} = 25$ CFS
 $Q_{100} = 284$ CFS
 *FUTURE PEAK FLOWS

BRANDY GULCH CHANNEL PROFILE
 (STA. 24+00 TO STA. 32+00)
 SCALE: 1" = 60' (HORIZ.)
 1" = 10' (VERT.)

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

CIVIL

CHANNEL PLAN AND PROFILE
(SHEET 1 OF 4)

DATE
2/6/2020

DRAWING NO.
C-1

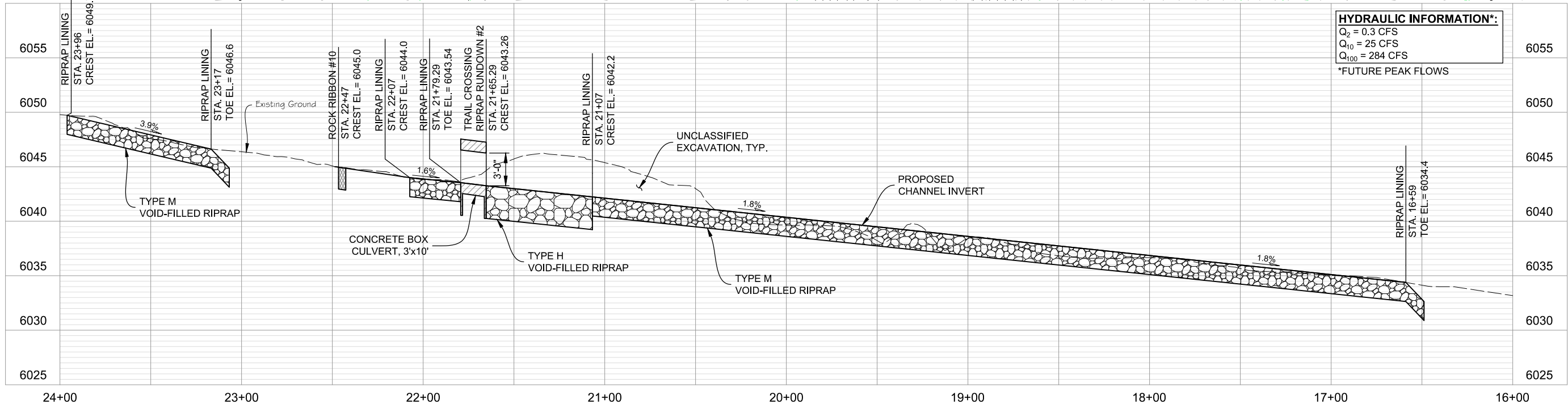
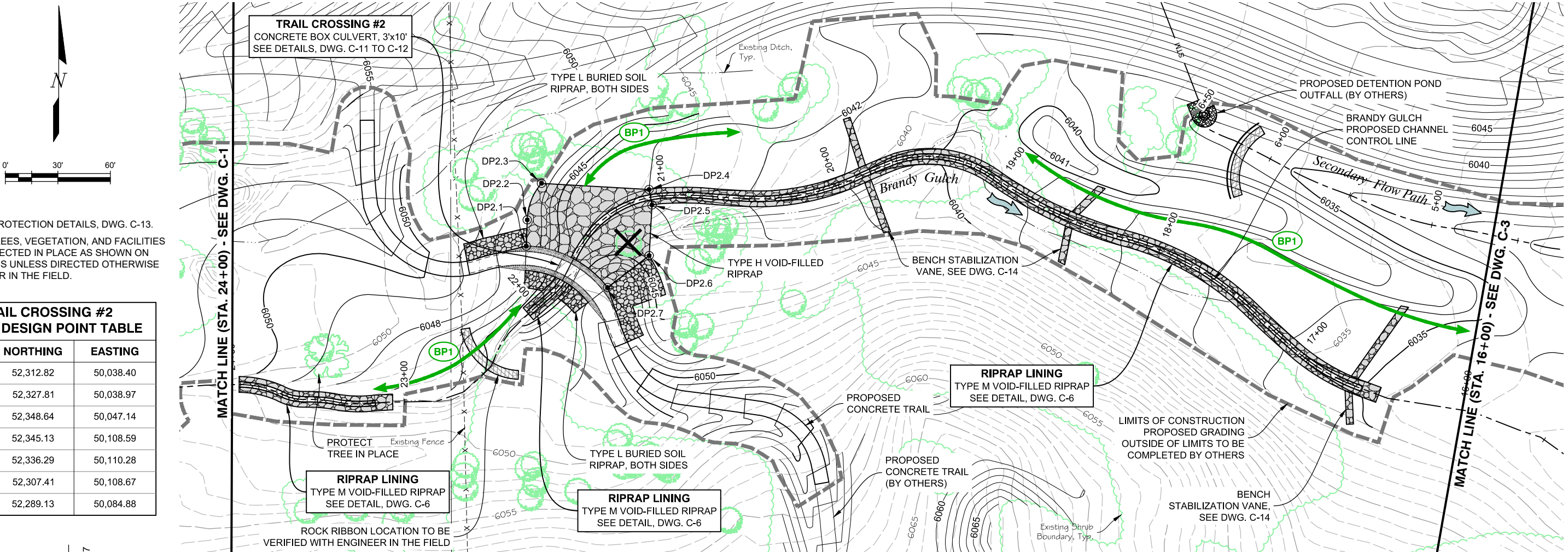
SHEET NO.
4 OF 33

PLOTTED: 2/6/2020 2:44:36 PM
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NOTES:

- SEE BANK PROTECTION DETAILS, DWG. C-13.
- EXISTING TREES, VEGETATION, AND FACILITIES TO BE PROTECTED IN PLACE AS SHOWN ON THESE PLANS UNLESS DIRECTED OTHERWISE BY ENGINEER IN THE FIELD.

TRAIL CROSSING #2 RIPRAP DESIGN POINT TABLE		
POINT	NORTHING	EASTING
DP2.1	52,312.82	50,038.40
DP2.2	52,327.81	50,038.97
DP2.3	52,348.64	50,047.14
DP2.4	52,345.13	50,108.59
DP2.5	52,336.29	50,110.28
DP2.6	52,307.41	50,108.67
DP2.7	52,289.13	50,084.88



HYDRAULIC INFORMATION*:
 $Q_2 = 0.3$ CFS
 $Q_{10} = 25$ CFS
 $Q_{100} = 284$ CFS
 *FUTURE PEAK FLOWS

BRANDY GULCH CHANNEL PROFILE
 (STA. 16+00 TO STA. 24+00)
 SCALE: 1" = 60' (HORIZ.)
 1" = 10' (VERT.)

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

CIVIL

CHANNEL PLAN AND PROFILE
(SHEET 2 OF 4)

DATE

2/6/2020

DRAWING NO.

C-2

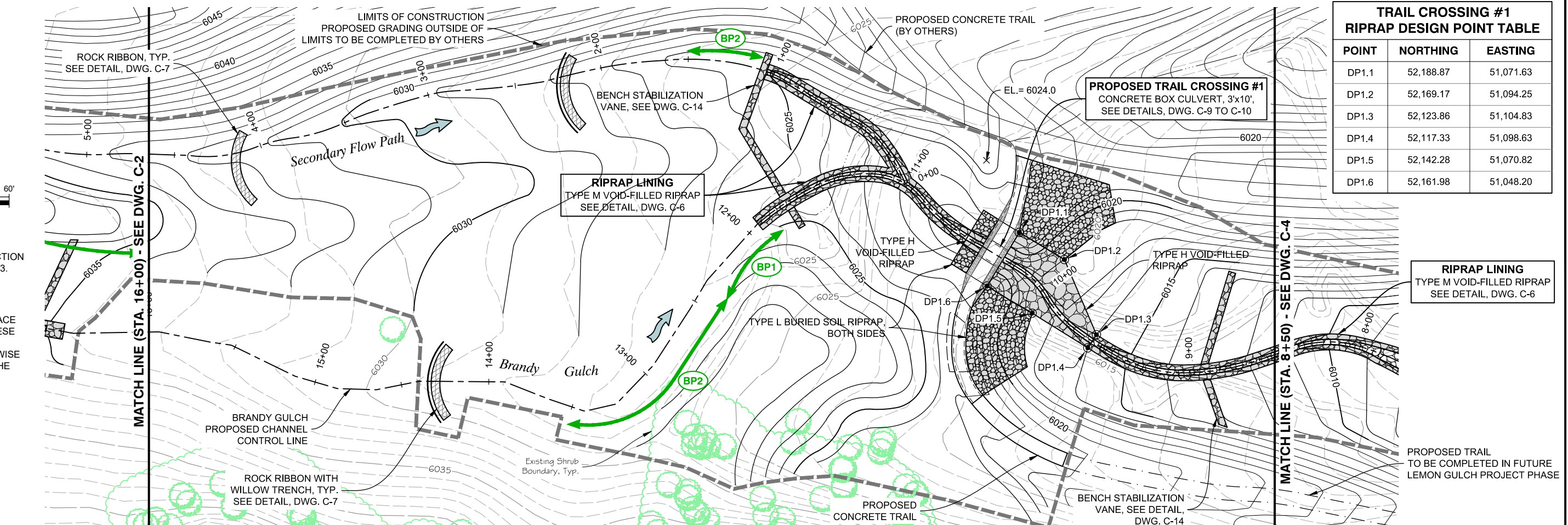
SHEET NO.

5 OF 33

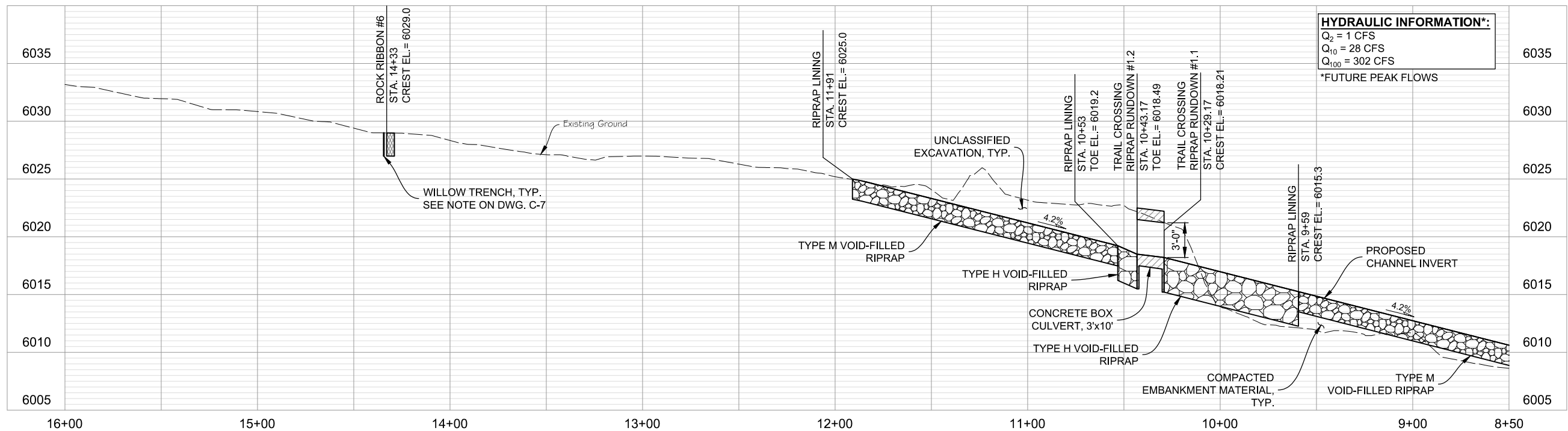
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NOTES:

1. SEE BANK PROTECTION DETAILS, DWG. C-13.
2. EXISTING TREES, VEGETATION, AND FACILITIES TO BE PROTECTED IN PLACE AS SHOWN ON THESE PLANS UNLESS DIRECTED OTHERWISE BY ENGINEER IN THE FIELD.



TRAIL CROSSING #1 RIPRAP DESIGN POINT TABLE		
POINT	NORTHING	EASTING
DP1.1	52,188.87	51,071.63
DP1.2	52,169.17	51,094.25
DP1.3	52,123.86	51,104.83
DP1.4	52,117.33	51,098.63
DP1.5	52,142.28	51,070.82
DP1.6	52,161.98	51,048.20



HYDRAULIC INFORMATION*:	
$Q_2 = 1$ CFS	
$Q_{10} = 28$ CFS	
$Q_{100} = 302$ CFS	
*FUTURE PEAK FLOWS	

BRANDY GULCH CHANNEL PROFILE
(STA. 8+50 TO STA. 16+00)
SCALE: 1" = 60' (HORIZ.)
1" = 10' (VERT.)

PREPARED UNDER
THE SUPERVISION OF

DESIGNED:
KMS

DRAWN:
MAB

CHECKED:
SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

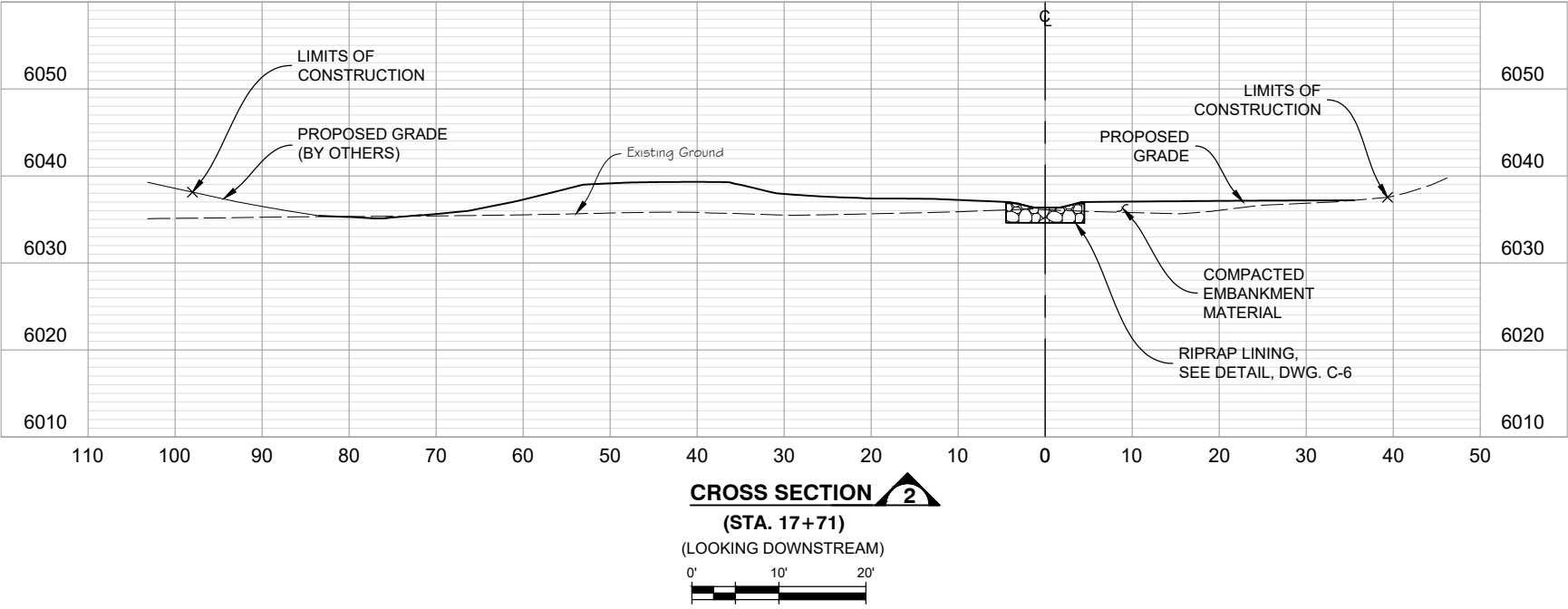
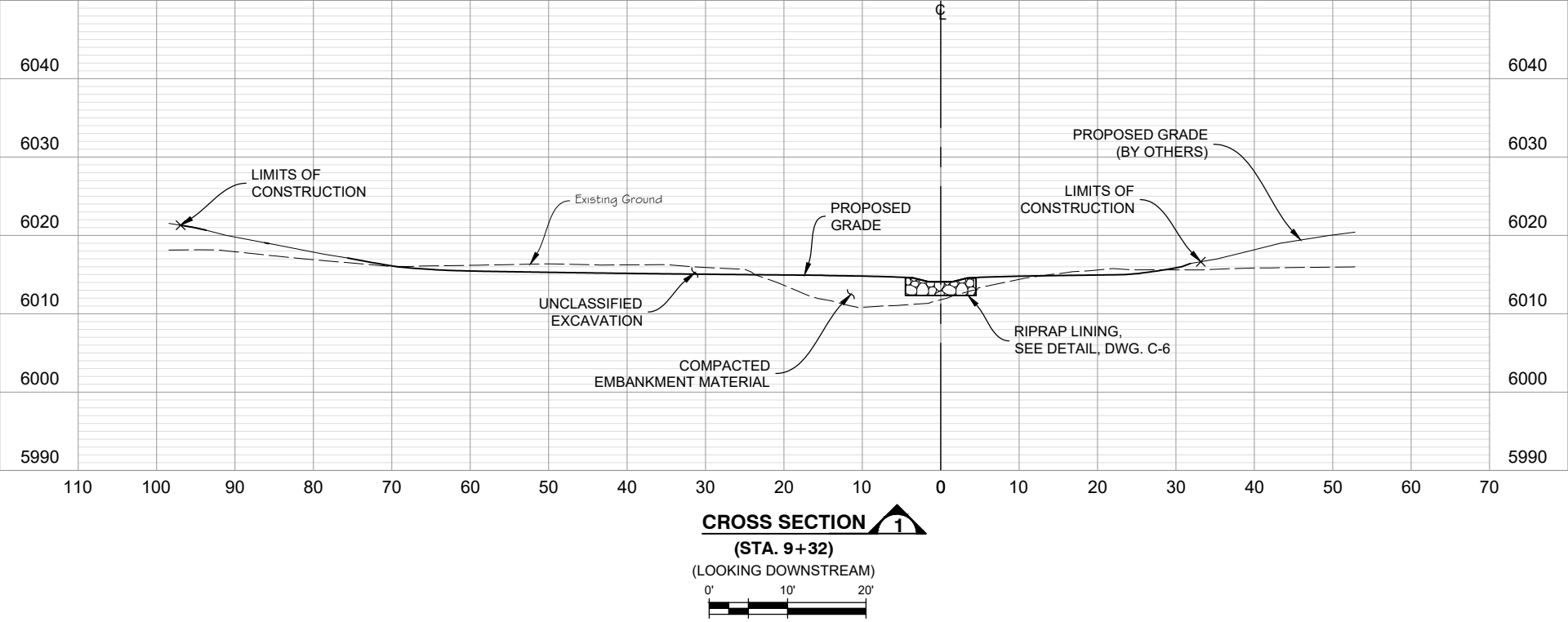
CIVIL

CHANNEL PLAN AND PROFILE
(SHEET 3 OF 4)

DATE
2/6/2020

DRAWING NO.
C-3

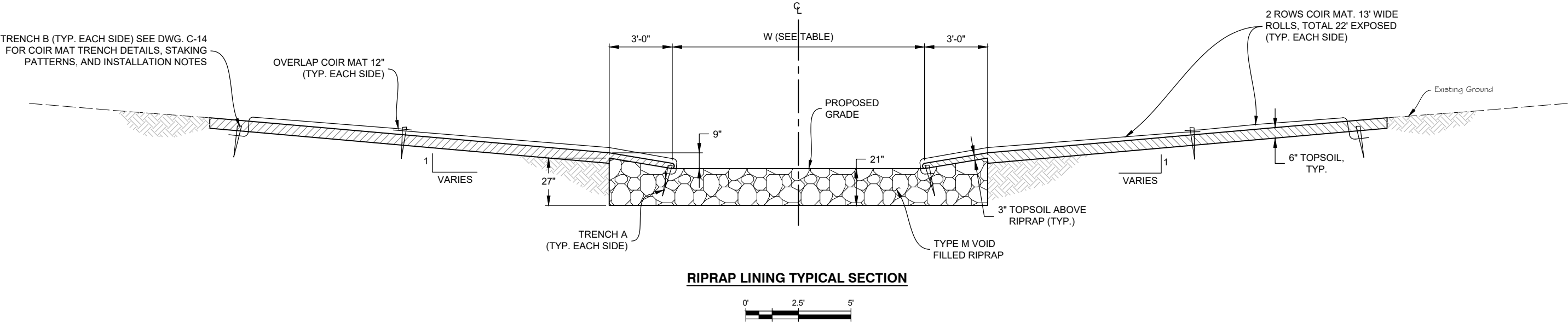
SHEET NO.
6 OF 33



PLOTTED: 2/6/2020 2:47:15 PM
NAME: P:\2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFD\CAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-SECTIONS.DWG

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				CIVIL		DRAWING NO. C-5
	CHECKED: SAR									CHANNEL SECTIONS		SHEET NO.
												8 OF 33

PLOTTED: 2/6/2020 2:47:32 PM
 NAME: P:19019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-ROCK LINING.DWG



BRANDY GULCH

RIPRAP LINING EXTENTS			
BEGINNING STATION	W	END STATION	W
07+07 ¹	12'-0"	07+44	12'-0"
07+44	12'-0"	07+65	9'-0"
07+65	9'-0"	07+88	6'-0"
07+88	6'-0"	08+12	3'-0"
08+12	3'-0"	09+59	3'-0"
10+53	3'-0"	11+91	3'-0"
16+49 ¹	3'-0"	21+07	3'-0"
21+79	3'-0"	22+07	3'-0"
23+07 ^{1,2}	3'-0"	23+96	3'-0"

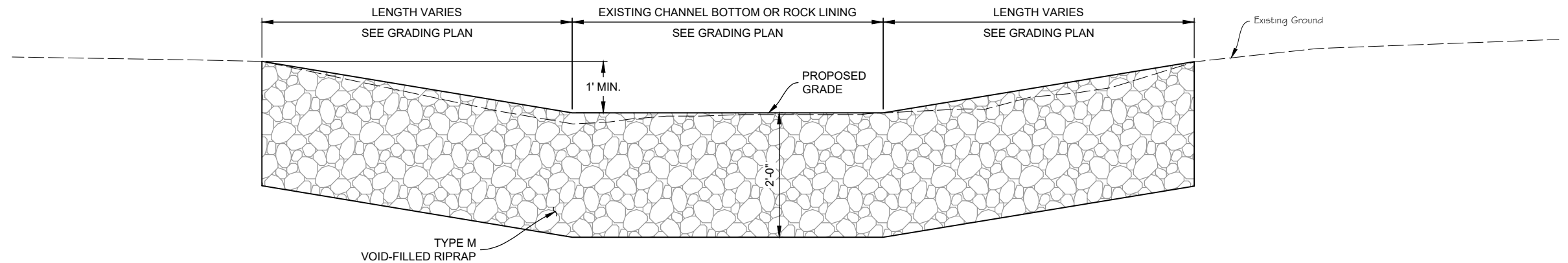
NOTES:

- BEGINNING STATION IS AT DOWNSTREAM END OF BURIED VOID-FILLED RIPRAP LINING TOE.
- USE ONLY 1 ROW COIR MAT, 13' WIDE ROLL, TOTAL 11' EXPOSED, BOTH SIDES.
- FOR TYPE H RIPRAP LINING EXTENTS AT TRAIL CROSSINGS, SEE DWG. C-9 AND C-11.

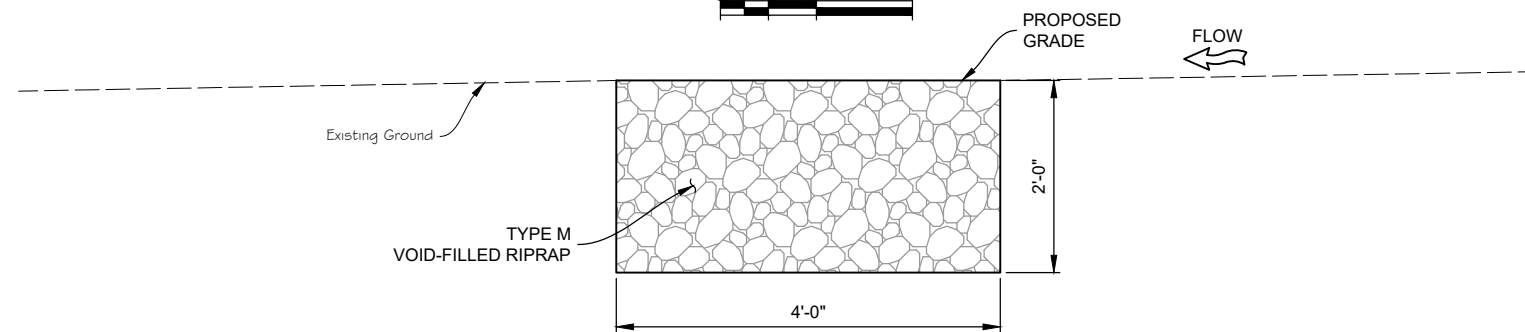
SECONDARY FLOW PATH

RIPRAP LINING EXTENTS			
BEGINNING STATION	W	END STATION	W
0+00	3'-0"	0+80	3'-0"

PREPARED UNDER THE SUPERVISION OF DESIGNED: KMS DRAWN: MAB CHECKED: SAR	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS			 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
							CIVIL		DRAWING NO. C-6
							RIPRAP LINING DETAILS		SHEET NO. 9 OF 33



ROCK RIBBON TYPICAL SECTION

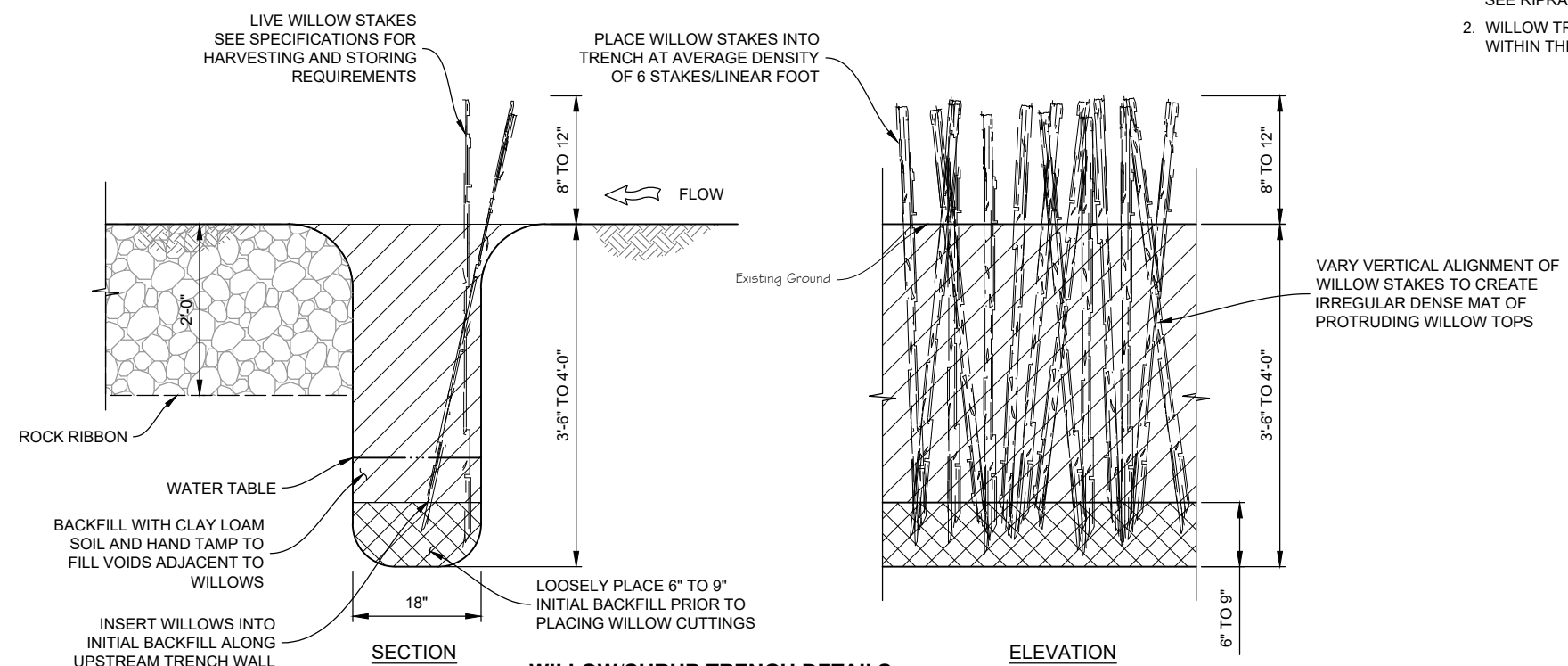


ROCK RIBBON PROFILE

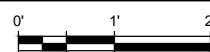


NOTES:

1. WHERE ROCK RIBBONS INTERSECT RIPRAP CHANNEL LINING, CHANNEL GEOMETRY OF RIPRAP LINING SHALL BE CARRIED THROUGH ROCK RIBBON. SEE RIPRAP LINING DETAIL, DWG. C-6.
2. WILLOW TRENCHES SHALL NOT BE CONSTRUCTED WITHIN THE EXTENTS OF RIPRAP CHANNEL LINING.



WILLOW/SHRUB TRENCH DETAILS



PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER C O L O R A D O	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				CIVIL	DRAWING NO. C-7	
	CHECKED: SAR										BIOENGINEERED-ROCK GRADE CONTROL DETAILS	SHEET NO. 10 OF 33

PLOTTED: 2/6/2020 2:47:41 PM
 NAME: P:\2019 PROJECTS\19-037.01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037.01_BG-DET-MISC.DWG

GENERAL STRUCTURAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 EDITION, AS APPLICABLE TO THE PROJECT.
- STRUCTURE EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH CDOT SECTION 206.03., EXCEPT AS NOTED. STRUCTURE EXCAVATION AND BACKFILL SHALL NOT BE PAID SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WORK.
- BACKFILL FOR BOX CULVERTS AND WINGWALLS SHALL BE CDOT STRUCTURE BACKFILL (CLASS 1), OR OTHER GRANULAR MATERIAL MEETING THE APPROVAL OF THE GEOTECHNICAL ENGINEER.
- EXPANSION JOINT MATERIAL SHALL MEET AASHTO SPECIFICATION M-213.
- THE COST FOR EXPANSION JOINT MATERIAL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
- ALL CONCRETE SHALL BE CDOT CLASS D, DESIGN STRENGTH $f_c = 4,500$ PSI.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.THE BACKFILL SHALL BE PLACED EQUALLY ON EACH SIDE OF THE RETAINING WALL UNTIL THE FRONT FACE FINISHED GRADE HAS BEEN REACHED.
- THE CONTRACTOR SHALL NOT BACKFILL THE BOX CULVERT UNTIL THE TOP SLAB CONCRETE HAS REACHED 80% OF DESIGN STRENGTH.
- CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH SECTION 601.
- GRADE 60 REINFORCING STEEL IS REQUIRED. REINFORCING STEEL SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST FOR CONCRETE CLASS D.
- ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
- REINFORCING BARS SHALL BE EPOXY COATED GREEN BARS AS DENOTED ON CDOT STANDARD M-601-1.
- LAP SPLICES SHALL BE MADE IN ACCORDANCE WITH CDOT STANDARD M-601-1.
- ALL REINFORCEMENT SHALL HAVE A CLEAR COVERAGE OF 2", EXCEPT AS SHOWN ON THE PLANS OR ON CDOT STANDARD M-601-1. CLEAR COVERAGE SHALL BE MEASURED FROM THE SURFACE OF THE CONCRETE TO THE OUTSIDE OF THE REINFORCEMENT.
- STRUCTURAL CONCRETE SHALL CONFORM TO CEMENTITIOUS MATERIALS REQUIREMENT CLASS 2, CORRESPONDING TO SULFATE RESISTANCE CLASS 2.
- THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN INTERPRETATION AS TO THE TYPE AND LOCATION OF ALL UTILITIES AND AVOIDING ALL DAMAGE THERETO.
- THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 AT LEAST TWO DAYS (NOT INCLUDING THE DAY CONTACTED) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

STRUCTURE DESCRIPTIONS:

TRAIL CROSSING #1: SINGLE CELL (10'-0" x 3'-0") CBC TRAIL CROSSING WITH CBC APPROACH SEGMENTS.
TRAIL CROSSING #2: SINGLE CELL (10'-0" x 3'-0") CBC TRAIL CROSSING WITH CBC APPROACH SEGMENTS.

DESIGN DATA:

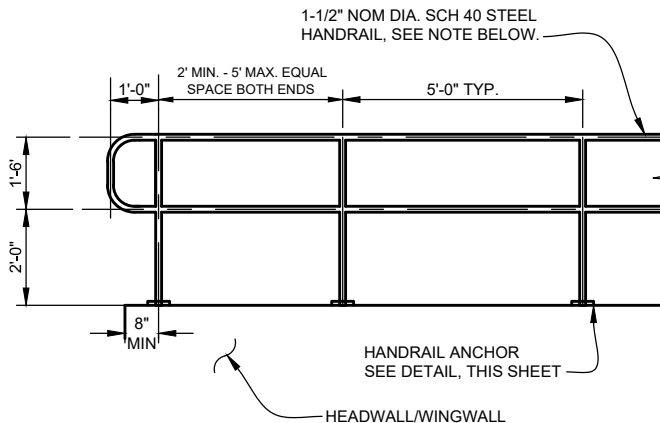
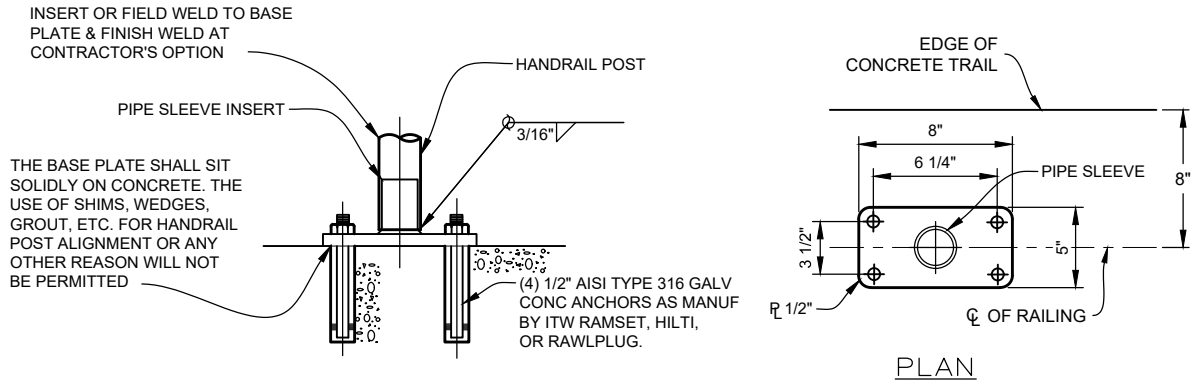
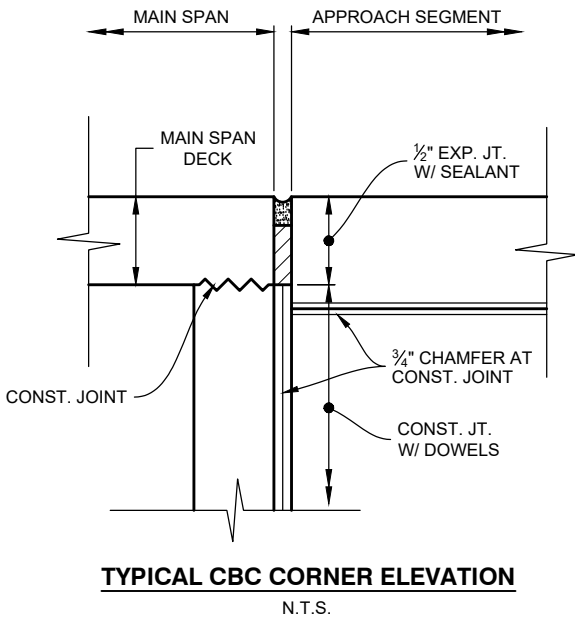
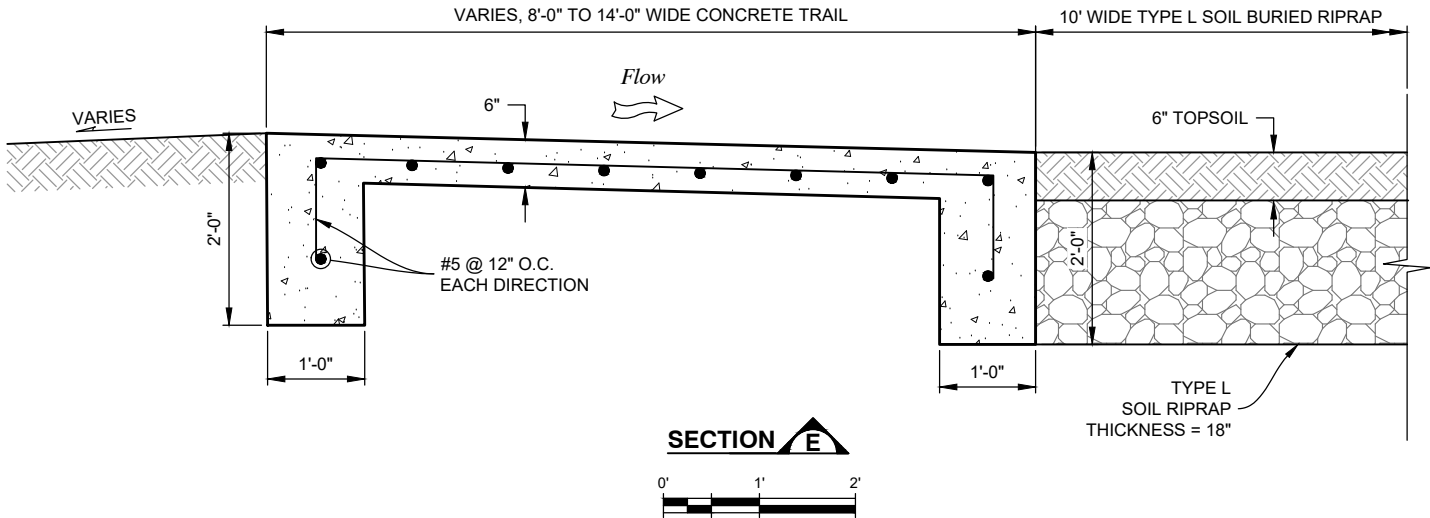
EXCEPT AS NOTED, WALL THICKNESSES AND REINFORCEMENT SHALL BE IN ACCORDANCE WITH CDOT STANDARD M-601-1 DATED 04/05/19 FOR:

MAIN SPAN: 10'(S) x 6'(R) WITH < 2' OF COVER
APPROACH SEGMENTS: 14'(S) x 6'(R) WITH < 2' OF COVER

PRIMARY REINFORCEMENT (t_1 , t_2 , b_1 , b_2) SHALL BE ORIENTED IN ACCORDANCE WITH THE SPAN DIRECTION INDICATED ON THE TRAIL CROSSING PLAN. THE CONTRACTOR SHALL PROVIDE PLACEMENT DRAWINGS TO THE ENGINEER FOR REVIEW, PRIOR TO ORDERING OR FABRICATING ANY MATERIAL.

ARCHITECTURAL/FINISH TREATMENTS:

- SEE TRAIL CROSSING PLAN FOR INFORMATION ON STAMPED AND STAINED CONCRETE BUFFER.
- EXPOSED WALLS SHALL BE CONSTRUCTED WITH A CLASS 2 RUBBED FINISHED (CDOT SPECIFICATION 601.14(b)2) TO A DEPTH OF 12" BELOW FINISHED GRADE. ALL OTHER WALLS SHALL RECEIVE A CLASS 1 ORDINARY SURFACE FINISH.
- TOP SLAB SHALL BE FINISHED IN ACCORDANCE WITH CDOT SPECIFICATION 601.12(k). TEXTURING SHALL BE A LIGHT TRANSVERSE BROOM UNLESS NOTED OTHERWISE.
- CONCRETE SEALER SHALL BE APPLIED IN ACCORDANCE WITH CDOT SPECIFICATION 515.



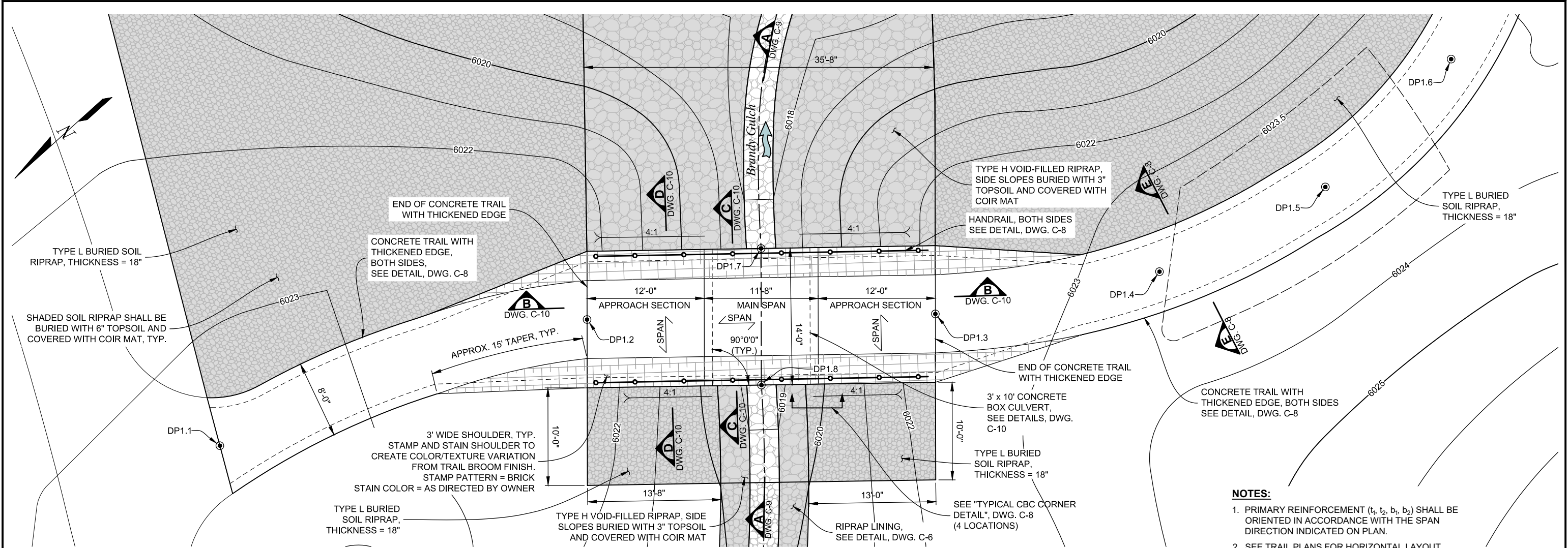
HANDRAIL AND ANCHOR COATING:

HANDRAIL AND ANCHOR SHALL BE STEEL AND SAND BLASTED TO A NEAR WHITE FINISH PER STEEL STRUCTURES PAINTING COUNCIL (SSPC) SP10. FIELD WELDS SHALL BE GROUND SMOOTH PRIOR TO BLASTING. COAT HANDRAIL AND ANCHOR WITH TNEC (OR EQUIVALENT) POLYAMIDE EPOXY: 66 HI-BUILD EXPOXOLINE, GRAY - ANSI No. 61 (INO5), 4.0 TO 6.0 MILLS DRY FILM THICKNESS. THE FINAL COAT OF PAINT SHALL BE TNEC (OR EQUIVALENT) ALIPHATIC POLYESTER POLYURETHANE: ENDURE SHIELD, PARKER BROWN (F073D3884A), 1.5 TO 2.5 MILLS DRY FILM THICKNESS. PRIMER AND PAINT SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

3/19/2019 10:03:07 AM
NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-TRAIL CROSSING.DWG
PLOT: 2/6/2020 2:48:04 PM

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS				MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MHFD MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				CIVIL		DRAWING NO. C-8
	CHECKED: ASP									STRUCTURE GENERAL NOTES		SHEET NO. 11 OF 33

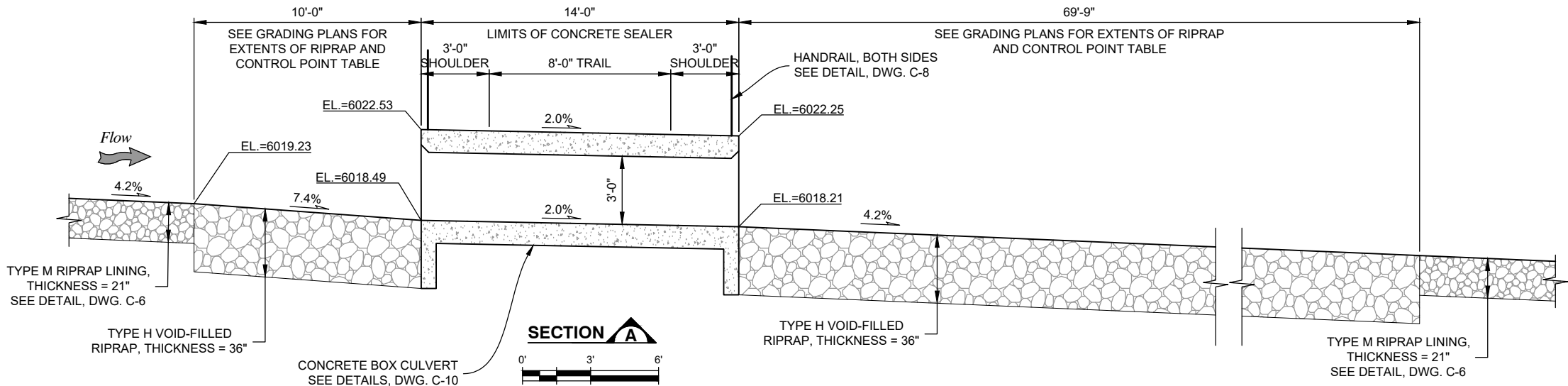
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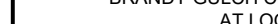
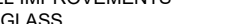
HYDRAULIC INFORMATION*:
 $Q_2 = 1$ CFS
 $Q_{10} = 28$ CFS
 $Q_{100} = 302$ CFS
 *FUTURE PEAK FLOWS

TRAIL CROSSING #1 CONTROL POINT TABLE			
POINT	NORTHING	EASTING	ELEVATION
DP1.1	52,230.12	51,081.97	6023.07
DP1.2	52,193.54	51,066.42	6022.39
DP1.3	52,166.66	51,042.99	6022.39
DP1.4	52,146.70	51,030.85	6023.44
DP1.5	52,128.28	51,025.93	6023.50
DP1.6	52,109.95	51,027.06	6023.07
DP1.7	52,175.43	51,059.91	6022.25
DP1.8	52,184.76	51,049.49	6022.53

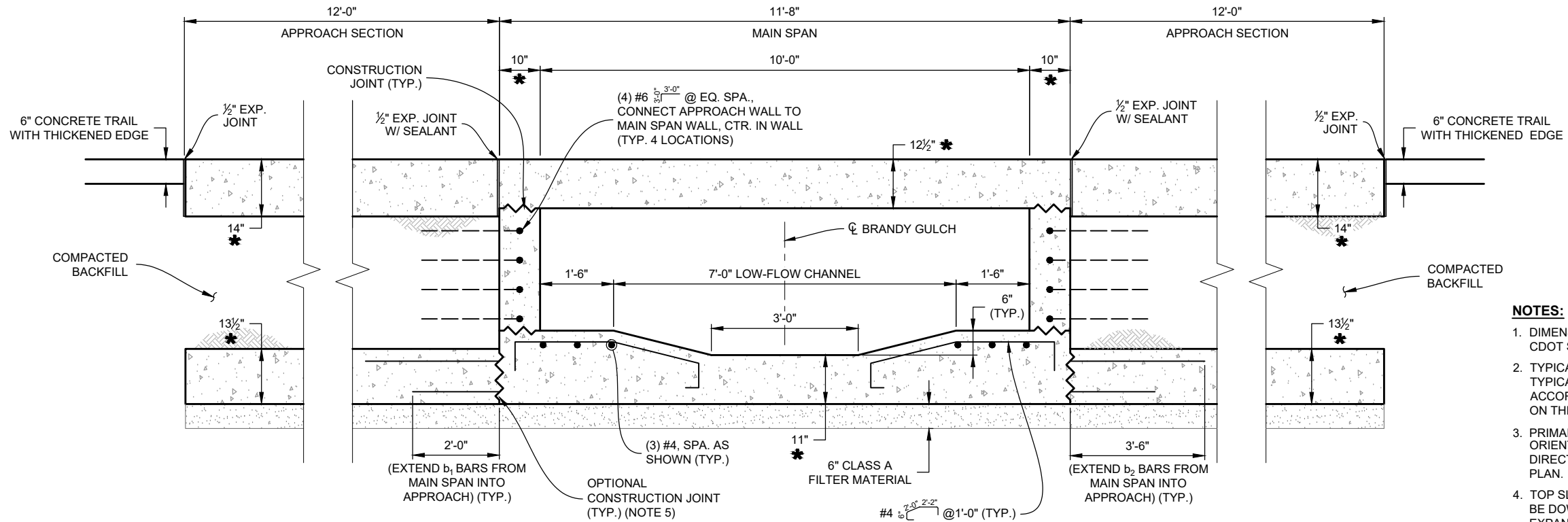
DESIGN POINT ELEVATIONS ARE TOP OF
 CONCRETE TRAIL.



- NOTES:**
1. PRIMARY REINFORCEMENT (t_1 , t_2 , b_1 , b_2) SHALL BE ORIENTED IN ACCORDANCE WITH THE SPAN DIRECTION INDICATED ON PLAN.
 2. SEE TRAIL PLANS FOR HORIZONTAL LAYOUT INFORMATION.
 3. TYPICAL REINFORCEMENT SHALL BE IN ACCORDANCE WITH CDOT STANDARD AS INDICATED ON THE STRUCTURE NOTES SHEET.

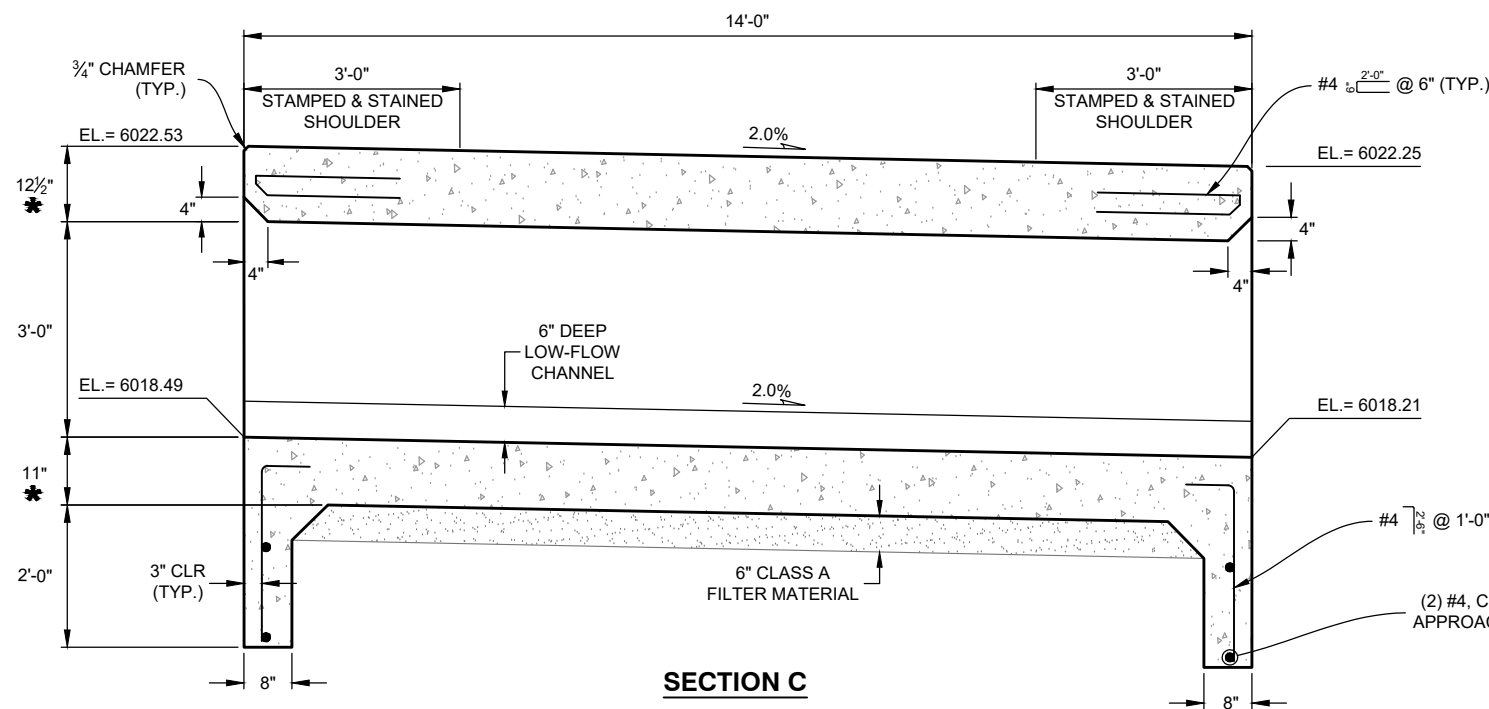
PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				 MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER C O L O R A D O	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		CIVIL	TRAIL CROSSING #1 PLAN	DRAWING NO. C-9							
	CHECKED: ASP				SHEET NO. 12 OF 33							

PLOTTED: 2/6/2020 2:48:14 PM
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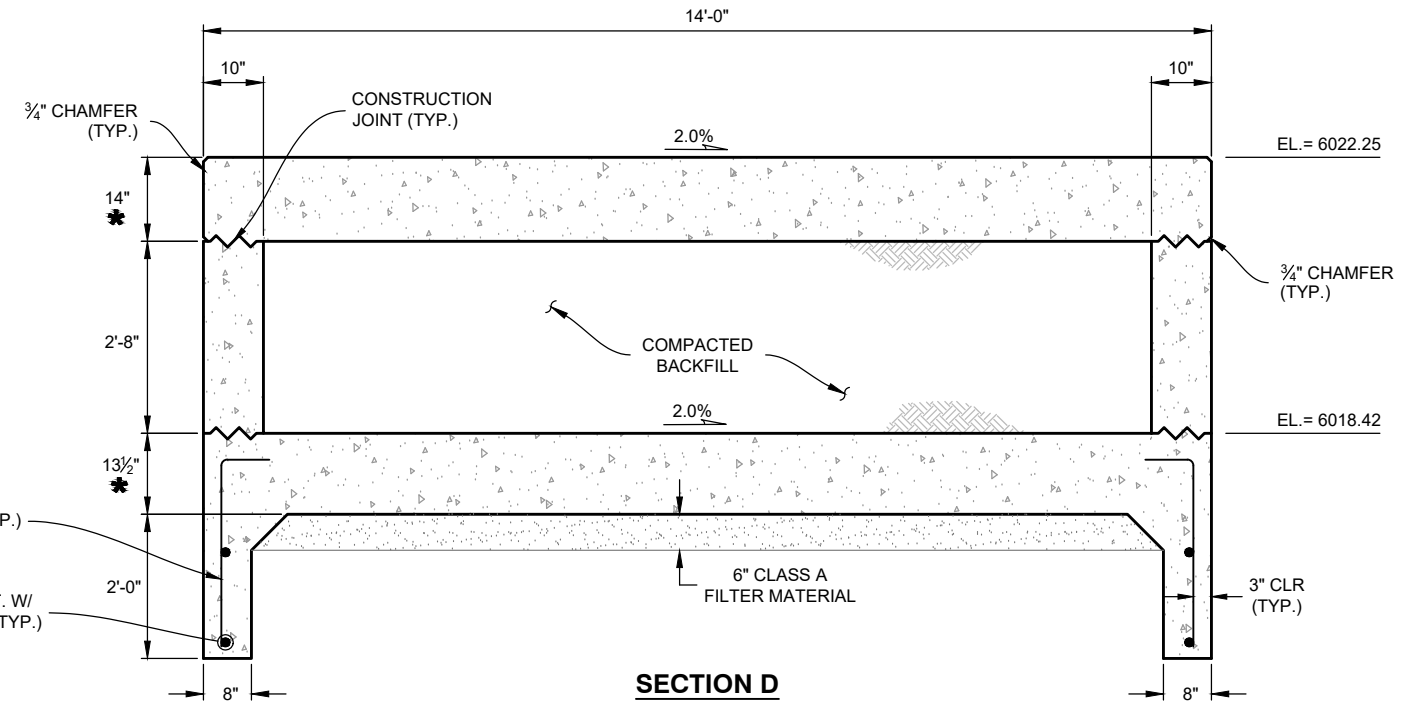


SECTION B
 SCALE: $\frac{3}{4}" = 1'-0"$

- NOTES:**
- DIMENSIONS DENOTED THUS: * ARE TAKEN FROM CDOT STANDARD M-601-1 DATED 04/05/19.
 - TYPICAL REINFORCEMENT NOT SHOWN FOR CLARITY. TYPICAL REINFORCEMENT SHALL BE IN ACCORDANCE WITH CDOT STANDARD AS INDICATED ON THE STRUCTURE NOTES SHEET.
 - PRIMARY REINFORCEMENT (t_1 , t_2 , b_1 , b_2) SHALL BE ORIENTED IN ACCORDANCE WITH THE SPAN DIRECTION INDICATED ON THE TRAIL CROSSING PLAN.
 - TOP SLAB OF THE APPROACH SECTION SHALL NOT BE DOWELED TO THE MAIN SPAN. PROVIDE AN EXPANSION JOINT AND SEALANT AS INDICATED IN SECTION B.
 - PRIMARY REINFORCEMENT (b_1 , b_2) IN THE BOTTOM SLAB OF THE MAIN SPAN SHALL BE EXTENDED INTO THE APPROACH SECTIONS AS SHOWN IN SECTION B.



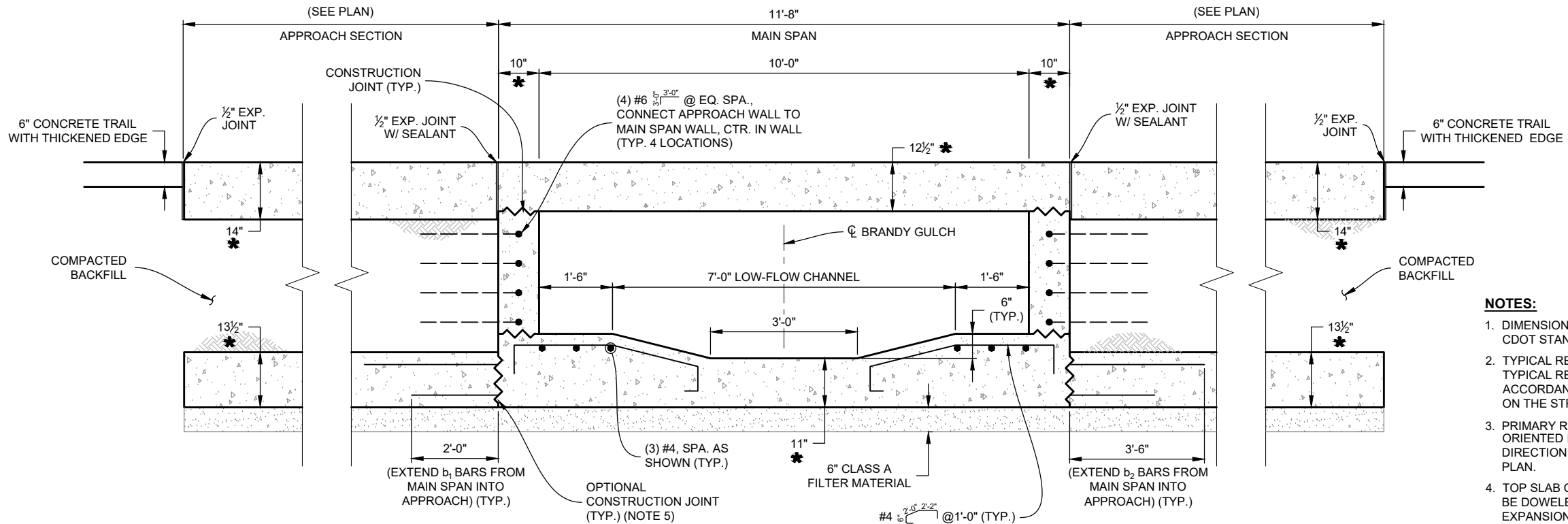
SECTION C
 (MAIN SPAN)
 SCALE: $\frac{3}{4}" = 1'-0"$



SECTION D
 (APPROACH SECTION)
 SCALE: $\frac{3}{4}" = 1'-0"$

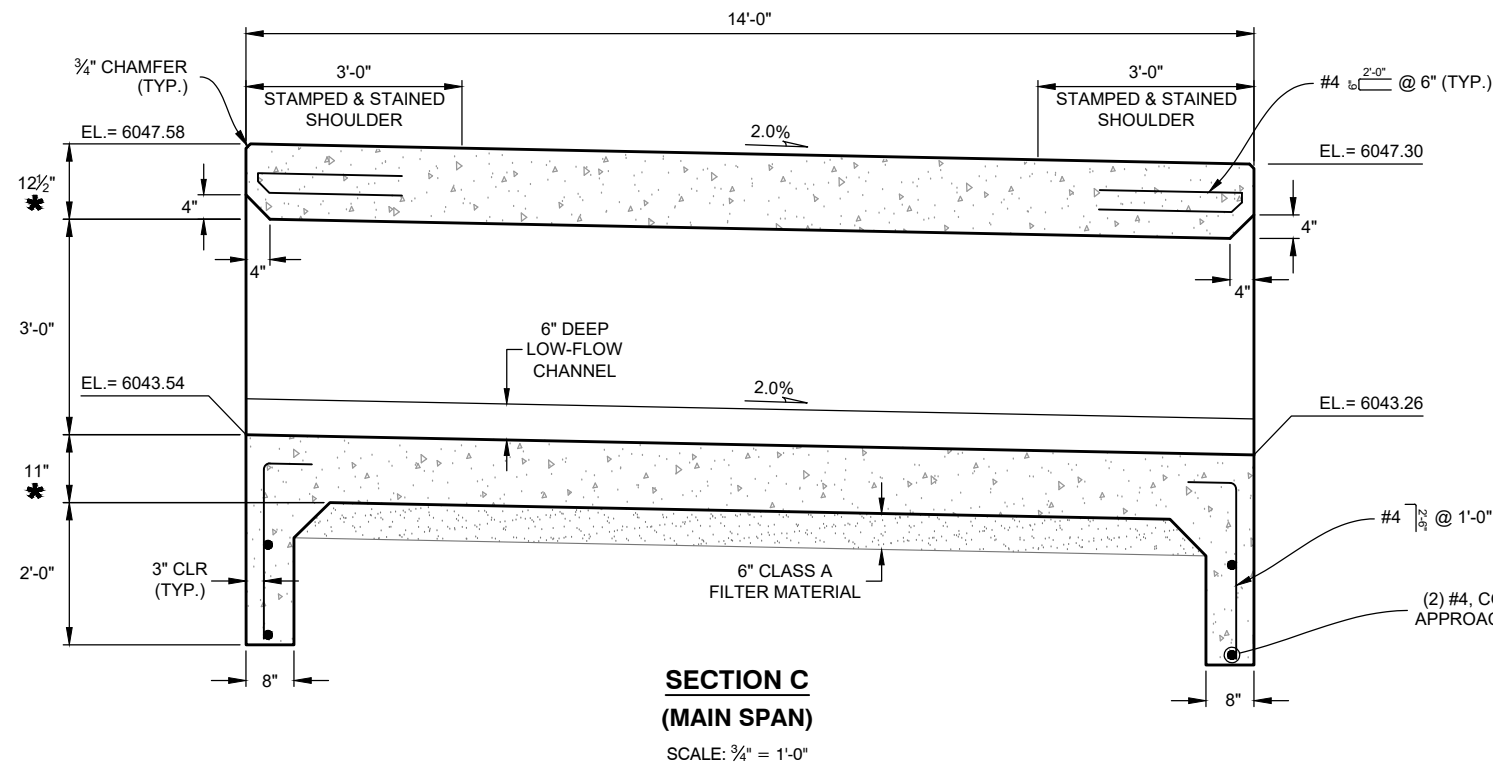
PREPARED UNDER THE SUPERVISION OF DESIGNED: KMS DRAWN: MAB CHECKED: ASP	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS			 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS CIVIL		DATE 2/6/2020
		NO.	DATE	DESCRIPTION			TRAIL CROSSING #1 DETAILS		DRAWING NO. C-10
									SHEET NO. 13 OF 33

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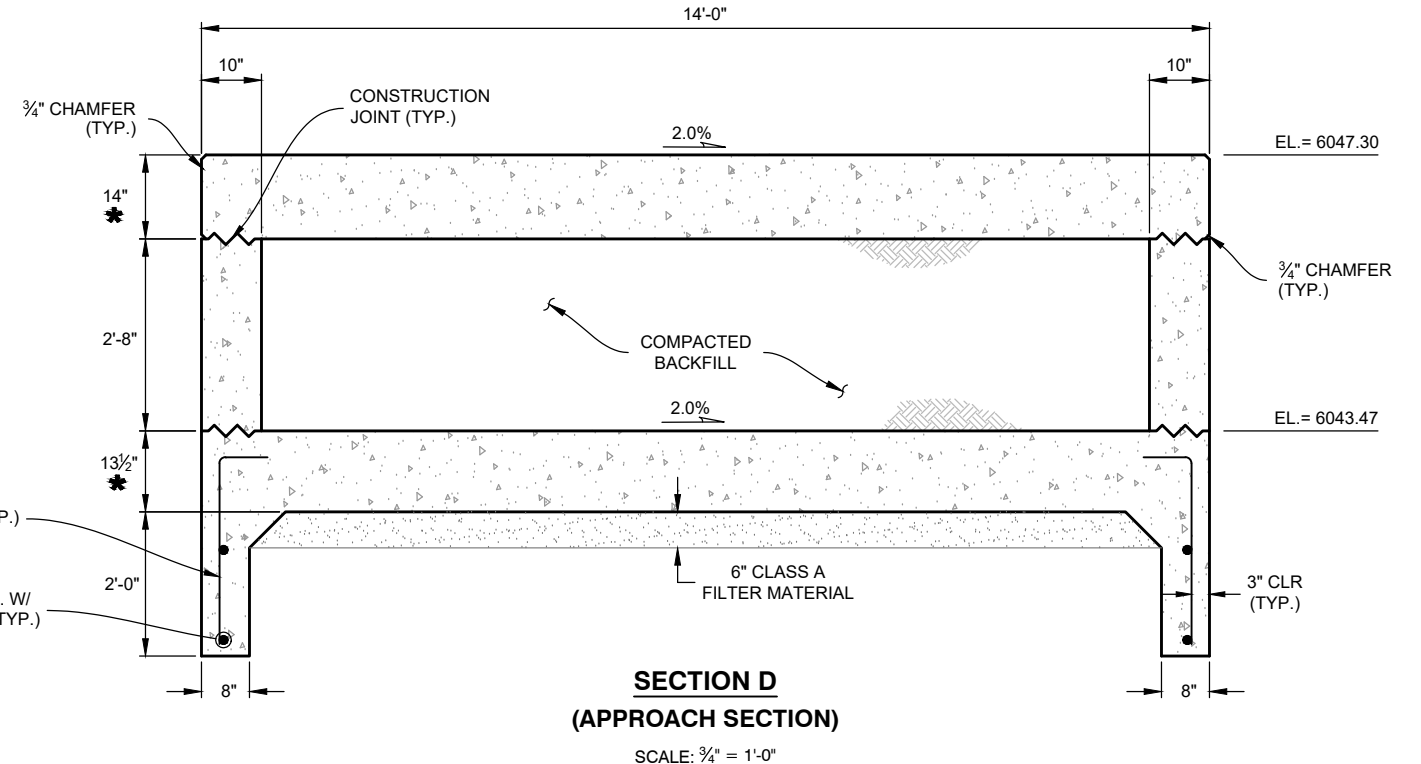


SECTION B
SCALE: 3/4" = 1'-0"

- NOTES:**
- DIMENSIONS DENOTED THUS: "*" ARE TAKEN FROM CDOT STANDARD M-601-1 DATED 04/05/19.
 - TYPICAL REINFORCEMENT NOT SHOWN FOR CLARITY. TYPICAL REINFORCEMENT SHALL BE IN ACCORDANCE WITH CDOT STANDARD AS INDICATED ON THE STRUCTURE NOTES SHEET.
 - PRIMARY REINFORCEMENT (t_1 , t_2 , b_1 , b_2) SHALL BE ORIENTED IN ACCORDANCE WITH THE SPAN DIRECTION INDICATED ON THE TRAIL CROSSING PLAN.
 - TOP SLAB OF THE APPROACH SECTION SHALL NOT BE DOWELED TO THE MAIN SPAN. PROVIDE AN EXPANSION JOINT AND SEALANT AS INDICATED IN SECTION B.
 - PRIMARY REINFORCEMENT (b_1 , b_2) IN THE BOTTOM SLAB OF THE MAIN SPAN SHALL BE EXTENDED INTO THE APPROACH SECTIONS AS SHOWN IN SECTION B.



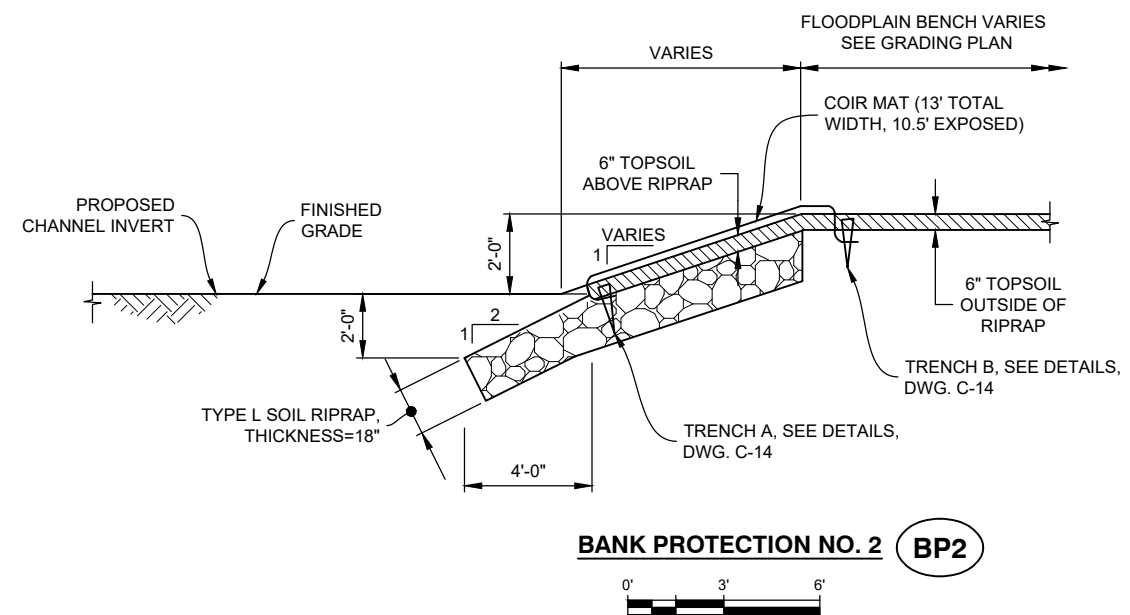
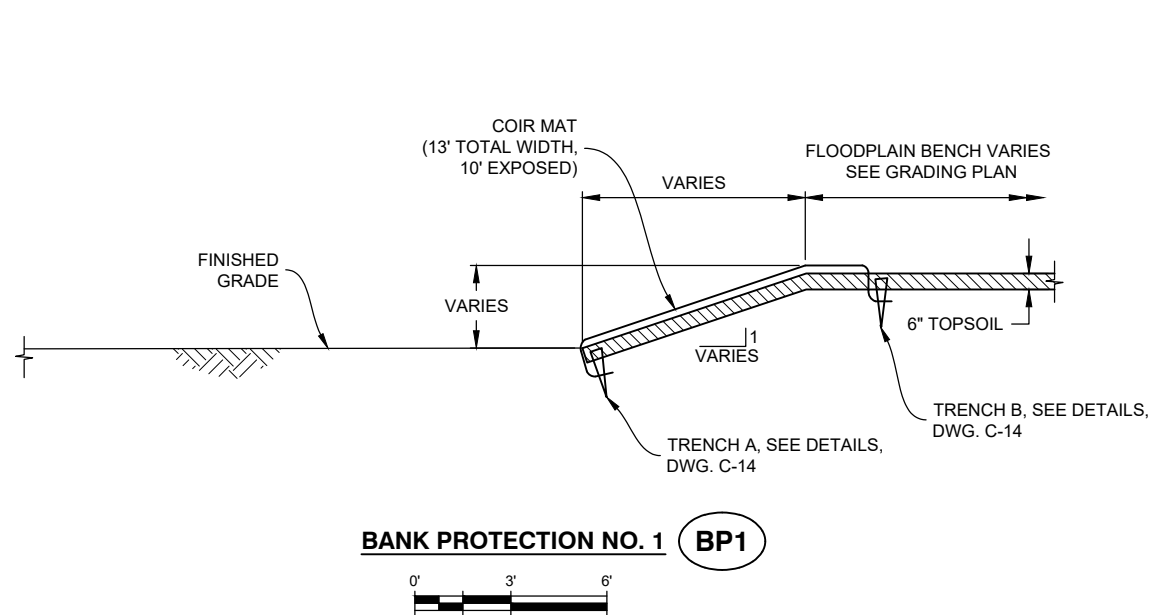
SECTION C
(MAIN SPAN)
SCALE: 3/4" = 1'-0"

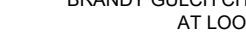


SECTION D
(APPROACH SECTION)
SCALE: 3/4" = 1'-0"

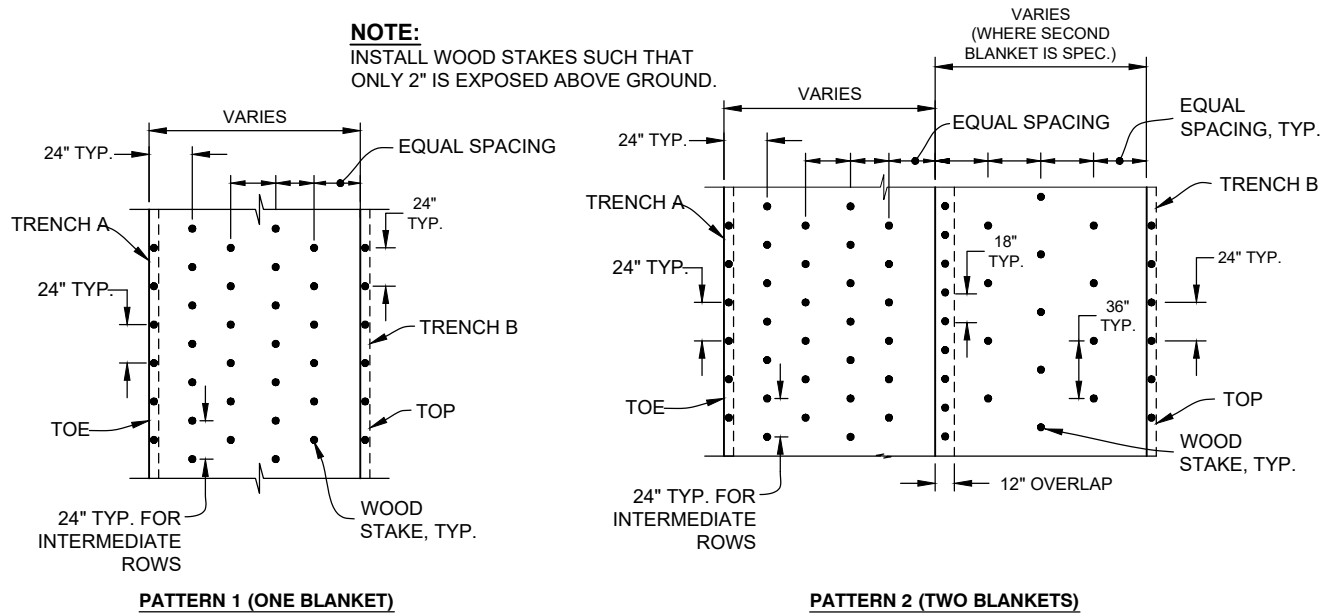
PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS			MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MHFD MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION				CIVIL		DRAWING NO. C-12
	CHECKED: ASP								TRAIL CROSSING #2 DETAILS		SHEET NO.
											15 OF 33

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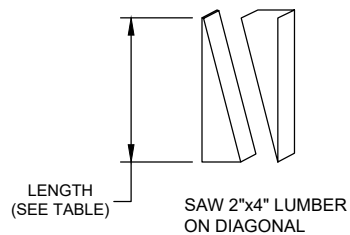


PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT		BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		CIVIL	BANK PROTECTION DETAILS	DRAWING NO. C-13							
	CHECKED: SAR				SHEET NO. 16 OF 33							

PLOTTED: 2/6/2020 2:48:32 PM
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**STAKING PATTERN FOR EROSION CONTROL BLANKET
(COIR MAT)**



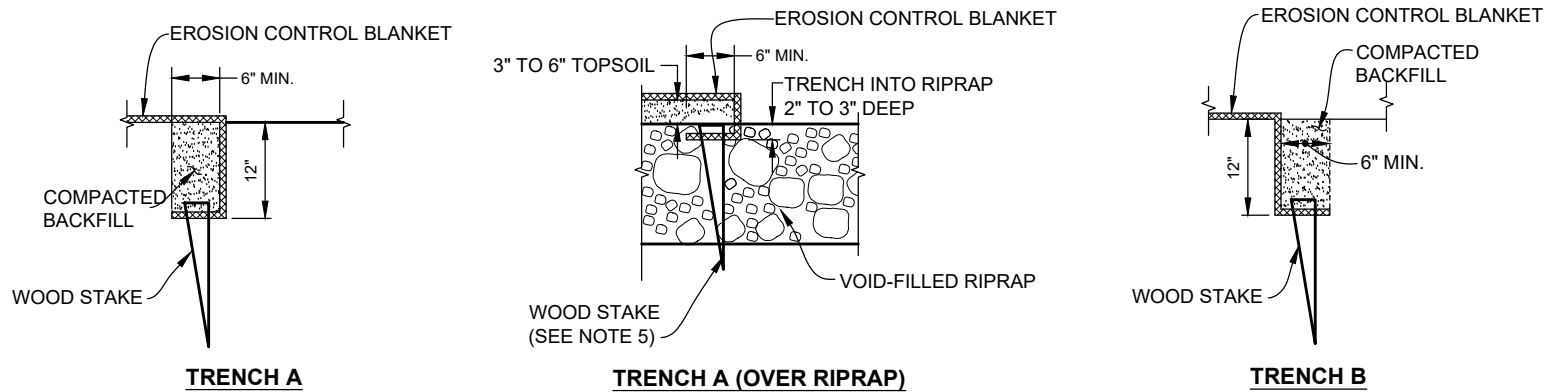
WOOD STAKE DETAIL (COIR MAT)

N.T.S.

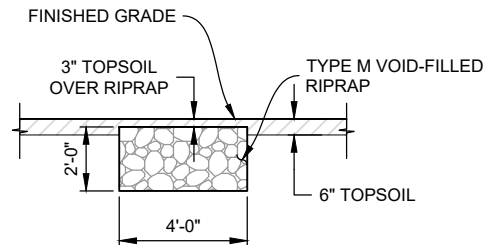
LOCATION	WOOD STAKE LENGTH
BLANKET OVERLAP	18"
TRENCHES A AND B	24"

COIR MAT NOTES:

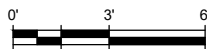
1. SEED AND SPREAD STRAW MULCH PRIOR TO INSTALLING COIR MAT.
2. WOOD STAKES SHALL BE USED TO SECURE AND ANCHOR BLANKETS ACCORDING TO THE STAKING PATTERNS SHOWN IN THE DETAILS. INTERMEDIATE STAKING USING 18-INCHES TRANSVERSE SPACING SHALL BE COMPLETED AT 50-FOOT INTERVALS (LONGITUDINALLY).
3. POSITION ROW STAKES IN AN ALTERNATING STAGGER PATTERN SO THAT STAKES FOR THE ROW ARE POSITIONED IN BETWEEN STAKES FOR ADJACENT ROWS.
4. CONTRACTOR SHALL USE STEEL PENETRATION RODS OR OTHER MEANS AS NECESSARY TO PENETRATE RIPRAP LAYER WITH WOOD STAKES.
5. WHEN STAKING INTO VOID-FILLED RIPRAP (TRENCH A), MECHANICAL MEANS MAY BE REQUIRED TO DRIVE A STARTER HOLE FOR STAKES AND/OR TO DRIVE STAKES.
6. HORIZONTAL SPACING OF STAKES SHALL BE ADJUSTED IF NECESSARY TO STAKE CRITICAL POINTS ALONG THE SURFACE SUCH AS BREAK POINTS IN SLOPES AND IN BOTTOM.
7. ANY AREAS DISTURBED DURING INSTALLATION OF THE BLANKETS SHALL BE RESEEDED AND MULCHED.



TRENCH DETAILS FOR EROSION CONTROL BLANKET (COIR MAT)



BENCH STABILIZATION VANE



PREPARED UNDER
 THE SUPERVISION OF

DESIGNED:
 KMS
 DRAWN:
 MAB
 CHECKED:
 SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY



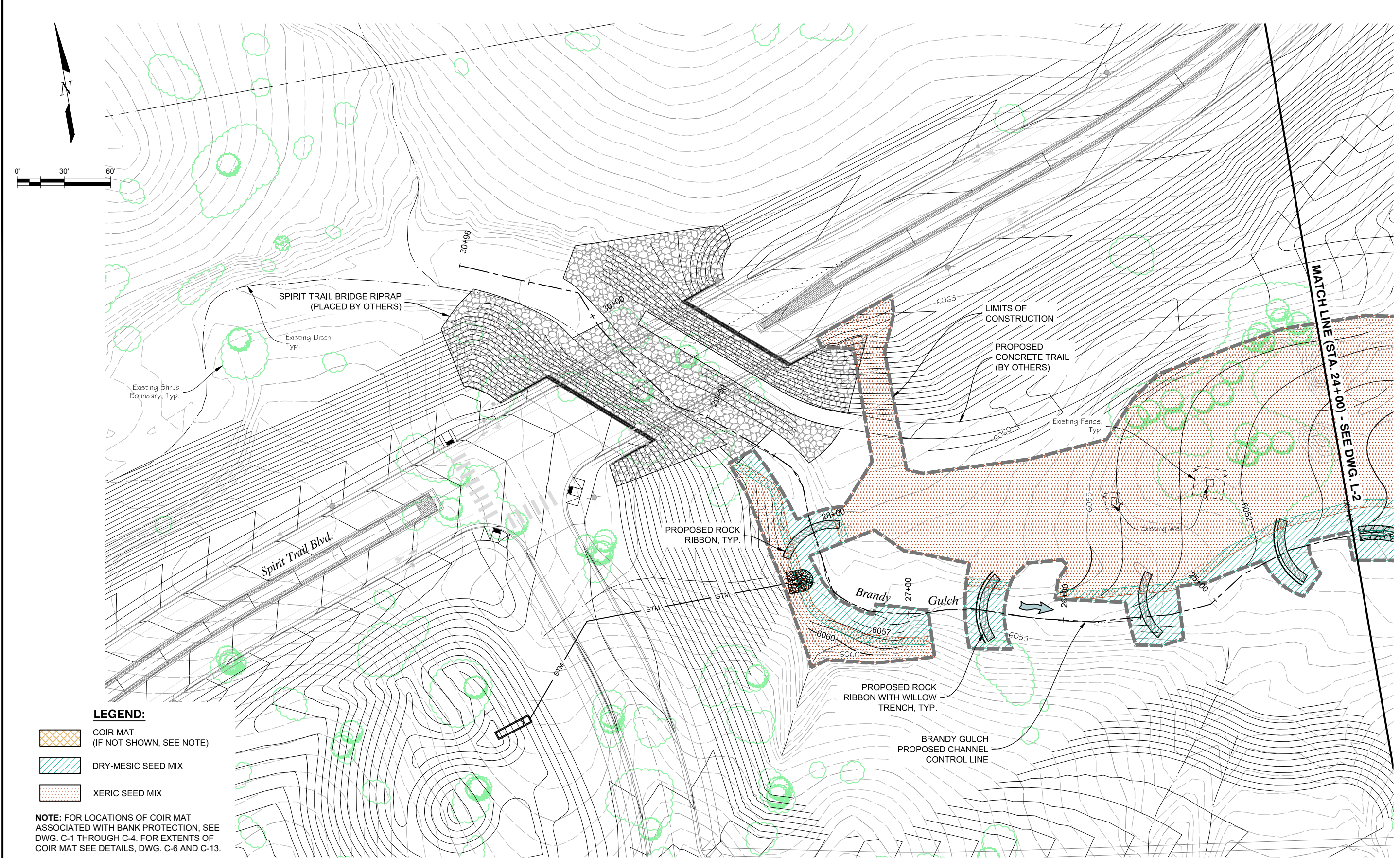
BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

CIVIL

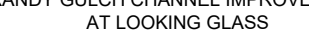
MISCELLANEOUS DETAILS

DATE
 2/6/2020
 DRAWING NO.
 C-14
 SHEET NO.
 17 OF 33

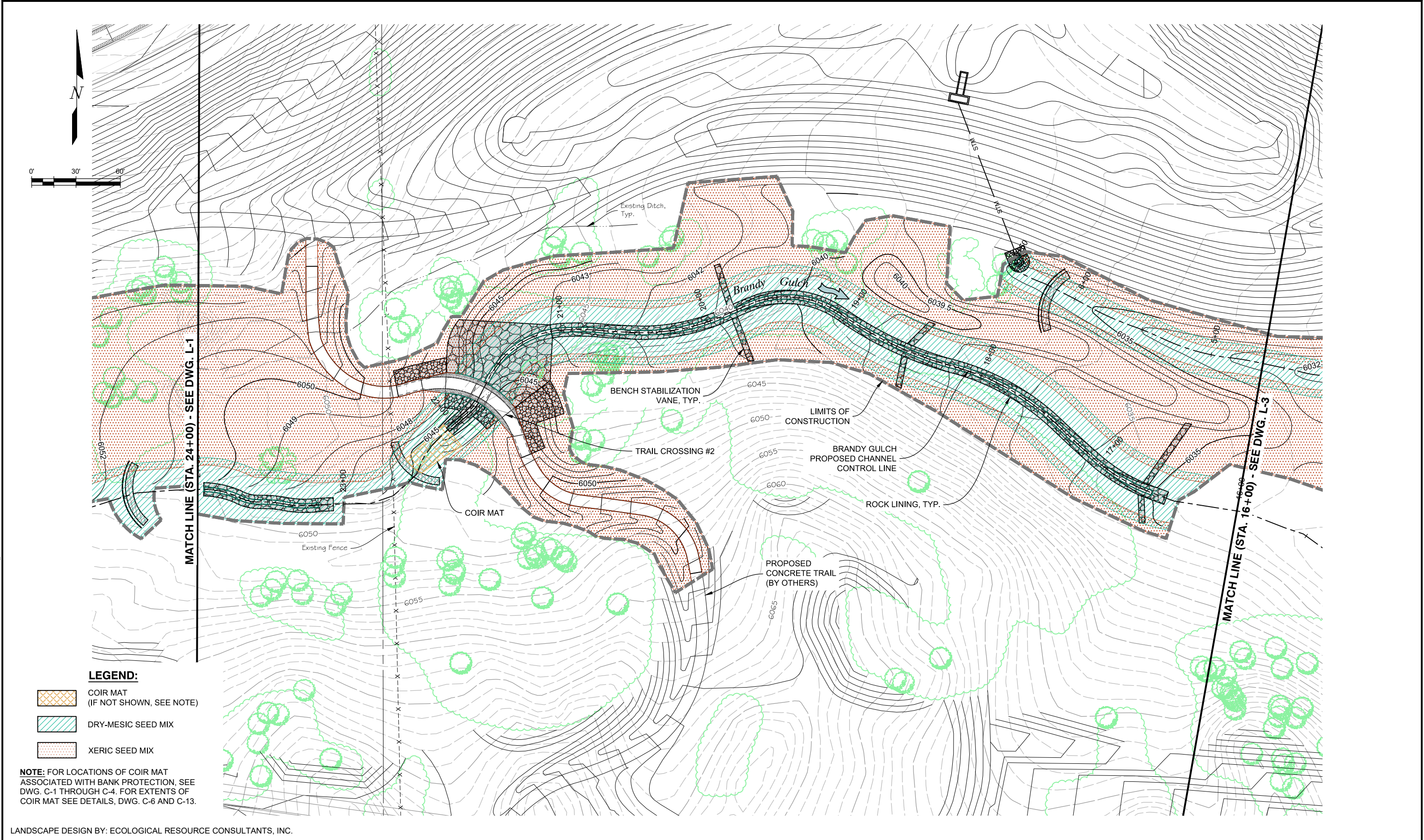
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LANDSCAPE DESIGN BY: ECOLOGICAL RESOURCE CONSULTANTS, INC.

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS				 MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MHFD MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB									LANDSCAPE		DRAWING NO. L-1
	CHECKED: SAR									LANDSCAPE PLAN (SHEET 1 OF 4)		SHEET NO. 18 OF 33
PROJECT NO. 19-037.01												

PLOTTED: 2/6/2020 2:50:14 PM
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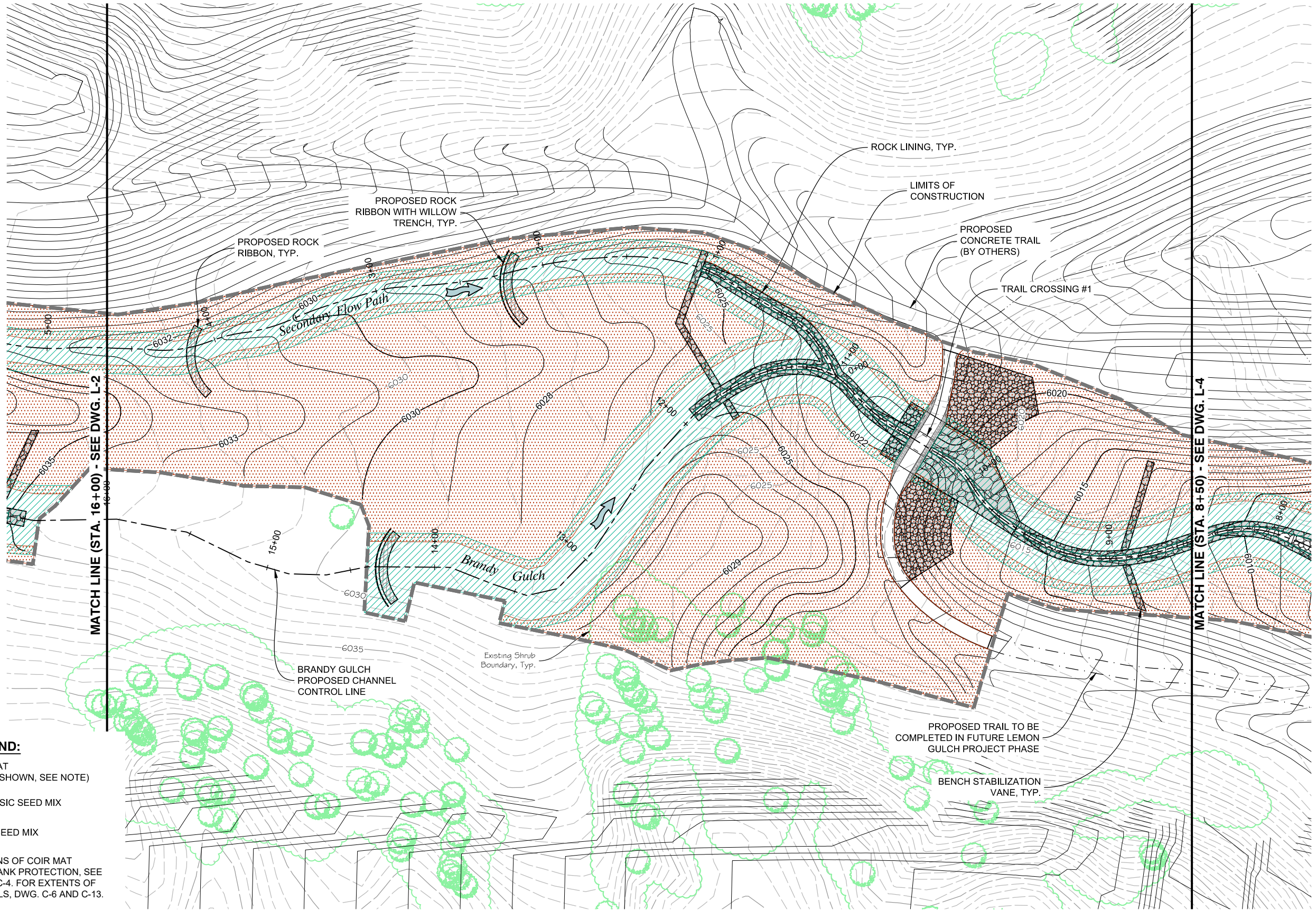
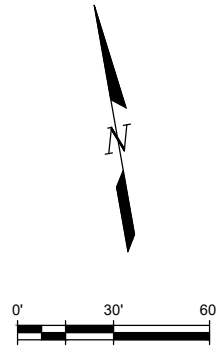


LANDSCAPE DESIGN BY: ECOLOGICAL RESOURCE CONSULTANTS, INC.

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				LANDSCAPE		DRAWING NO. L-2
	CHECKED: SAR									LANDSCAPE PLAN (SHEET 2 OF 4)		SHEET NO. 19 OF 33

PROJECT NO. 19-037.01

PLOTTED: 2/6/2020 2:50:57 PM
 NAME: P:\2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG_LANDSCAPE.DWG



LEGEND:

- COIR MAT (IF NOT SHOWN, SEE NOTE)
- DRY-MESIC SEED MIX
- XERIC SEED MIX

NOTE: FOR LOCATIONS OF COIR MAT ASSOCIATED WITH BANK PROTECTION, SEE DWG. C-1 THROUGH C-4. FOR EXTENTS OF COIR MAT SEE DETAILS, DWG. C-6 AND C-13.

LANDSCAPE DESIGN BY: ECOLOGICAL RESOURCE CONSULTANTS, INC.

PREPARED UNDER THE SUPERVISION OF	DESIGNED:	KMS
	DRAWN:	MAB
	CHECKED:	SAR

100% DESIGN

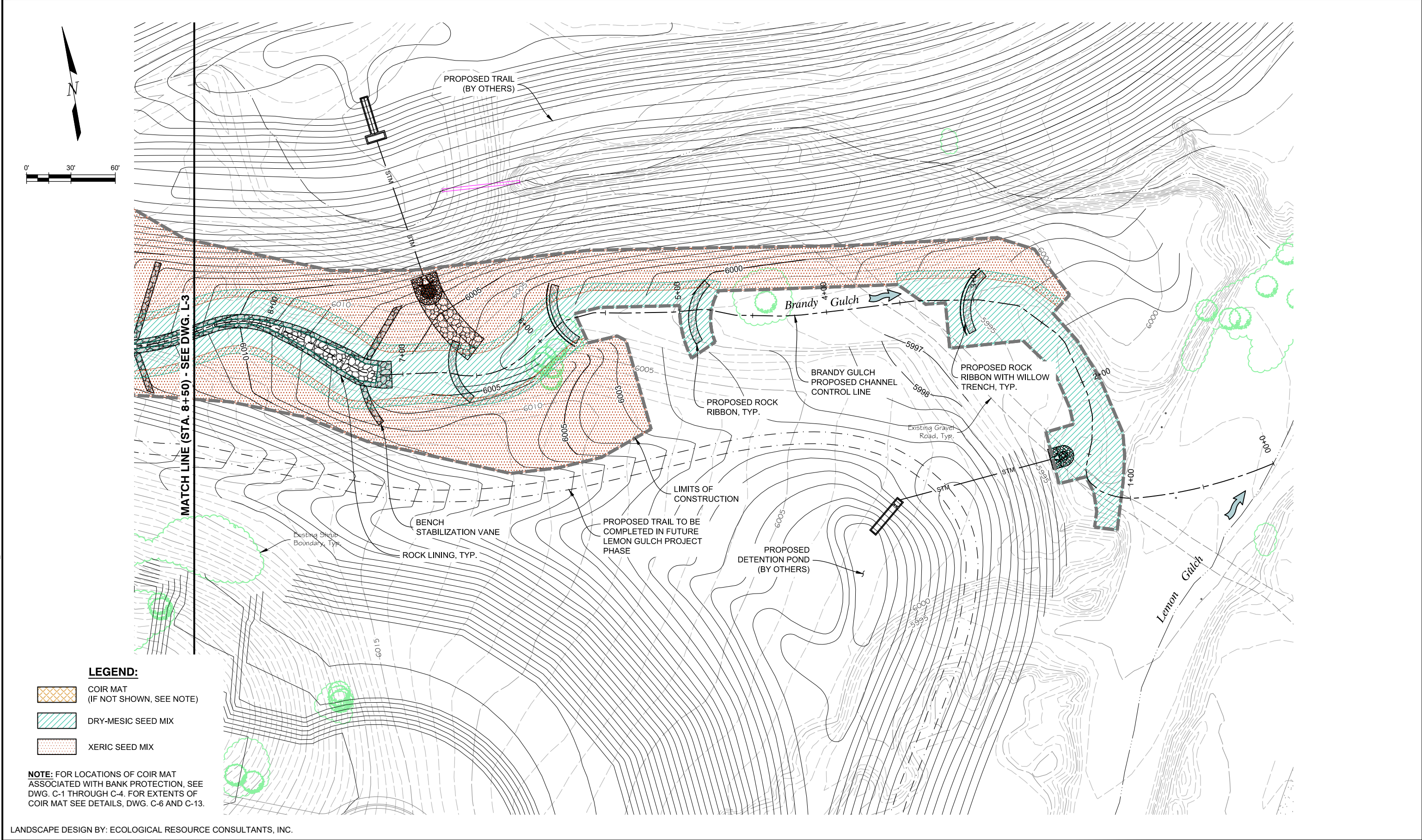
PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE	2/6/2020
LANDSCAPE		DRAWING NO.	L-3
LANDSCAPE PLAN (SHEET 3 OF 4)		SHEET NO.	20 OF 33

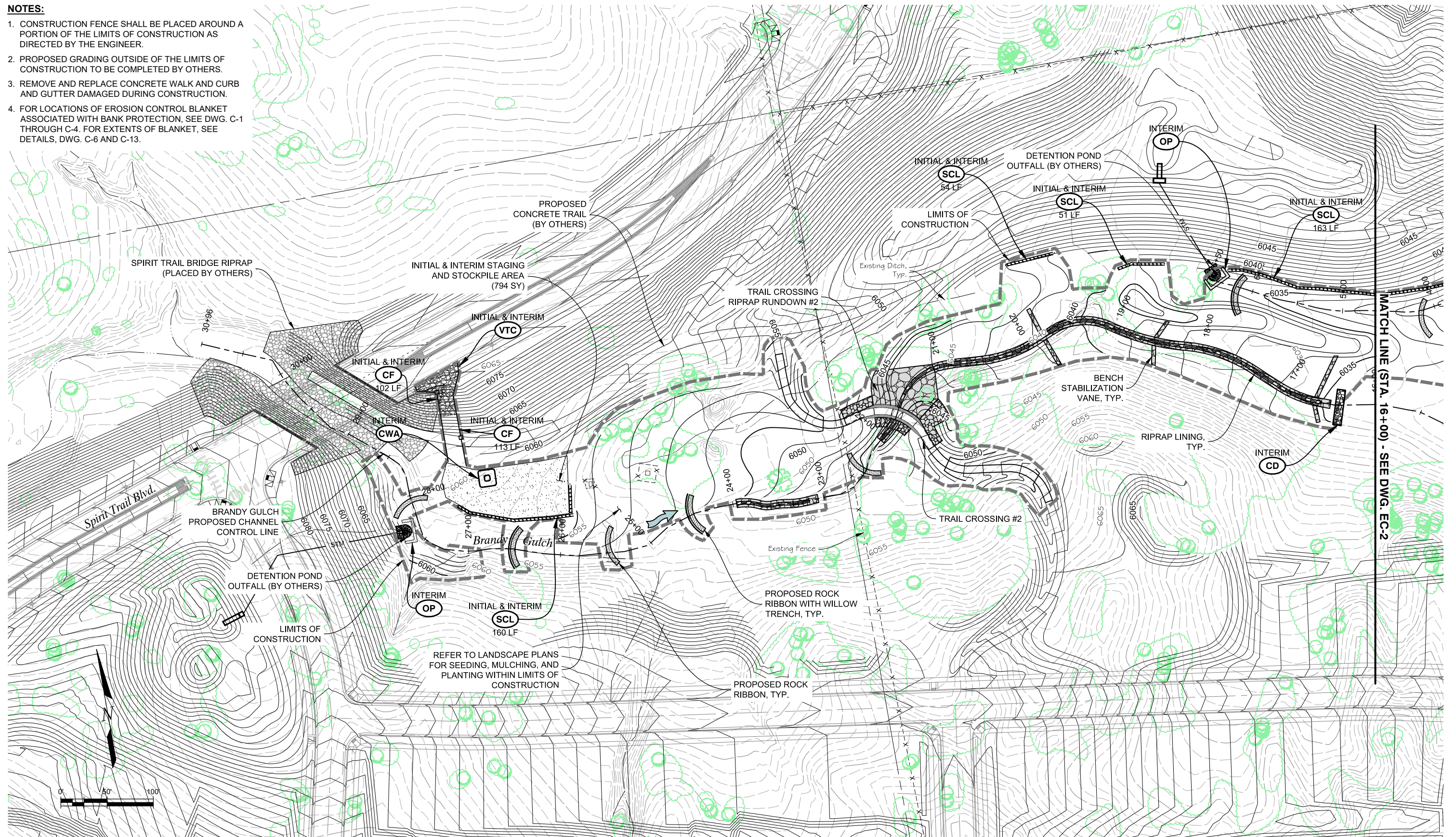
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LANDSCAPE DESIGN BY: ECOLOGICAL RESOURCE CONSULTANTS, INC.

PREPARED UNDER THE SUPERVISION OF	DESIGNED:	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MHFD MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE
	DRAWN:		NO.	DATE	DESCRIPTION	BY				LANDSCAPE		DRAWING NO.
	CHECKED:									LANDSCAPE PLAN (SHEET 4 OF 4)		SHEET NO.
												21 OF 33

1. CONSTRUCTION FENCE SHALL BE PLACED AROUND A PORTION OF THE LIMITS OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.
2. PROPOSED GRADING OUTSIDE OF THE LIMITS OF CONSTRUCTION TO BE COMPLETED BY OTHERS.
3. REMOVE AND REPLACE CONCRETE WALK AND CURB AND GUTTER DAMAGED DURING CONSTRUCTION.
4. FOR LOCATIONS OF EROSION CONTROL BLANKET ASSOCIATED WITH BANK PROTECTION, SEE DWG. C-1 THROUGH C-4. FOR EXTENTS OF BLANKET, SEE DETAILS, DWG. C-6 AND C-13.



PREPARED UNDER
THE SUPERVISION OF

DESIGNED:	KMS
DRAWN:	MAB
CHECKED:	SAR

100% DESIGN

PROJECT NO. 19-037.01

[illegible]BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

EROSION CONTROL

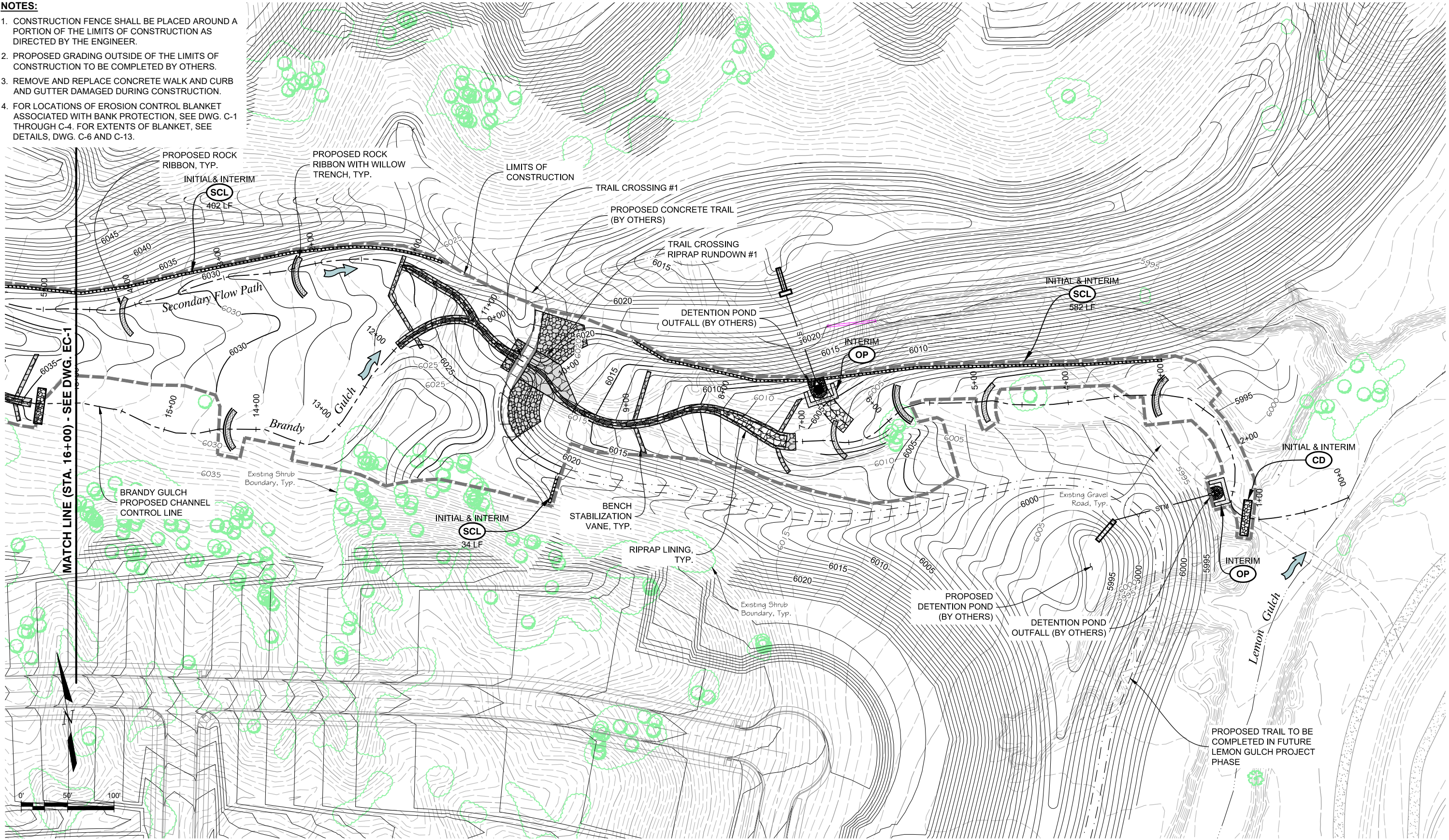
GESC PLAN (SHEET 1 OF 2)

DATE
6/2020

DRAWING NO.
EC-1

SHEET NO.
3 OF 33

- NOTES:**
1. CONSTRUCTION FENCE SHALL BE PLACED AROUND A PORTION OF THE LIMITS OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.
 2. PROPOSED GRADING OUTSIDE OF THE LIMITS OF CONSTRUCTION TO BE COMPLETED BY OTHERS.
 3. REMOVE AND REPLACE CONCRETE WALK AND CURB AND GUTTER DAMAGED DURING CONSTRUCTION.
 4. FOR LOCATIONS OF EROSION CONTROL BLANKET ASSOCIATED WITH BANK PROTECTION, SEE DWG. C-1 THROUGH C-4. FOR EXTENTS OF BLANKET, SEE DETAILS, DWG. C-6 AND C-13.



PLOTTED: 2/6/2020 2:53:33 PM
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PREPARED UNDER THE SUPERVISION OF		DESIGNED: KMS	100% DESIGN	SHEET REVISIONS			MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MHFD MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
DRAWN: MAB		CHECKED: SAR		NO.	DATE	DESCRIPTION				EROSION CONTROL		DRAWING NO. EC-2
										GESC PLAN (SHEET 2 OF 2)		SHEET NO. 24 OF 33

PLOTTED: 2/6/2020 2:53:55 PM
 NAME: P:\2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-GESC.DWG

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CD CHECK DAM
 CF CONSTRUCTION FENCE
 CP CULVERT PROTECTION
 CWA CONCRETE WASHOUT AREA
 D DEWATERING
 DD DIVERSION DITCH
 DP DETENTION POND PROTECTION
 DTC DEBRIS TRASH CONTROL
 ECB EROSION CONTROL BLANKET
 IPAN INLET PROTECTION FOR AREA INLETS NOT IN PAVEMENT
 IPAP INLET PROTECTION FOR AREA INLETS IN PAVEMENT
 IPCOG INLET PROTECTION, CURB ON-GRADE, TYPE R INLET
 IPCOS INLET PROTECTION, CURB ON SUMP, TYPE R INLET

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

LEGEND
 1 OF 3
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

UPSTREAM AND DOWNSTREAM CHANNEL SECTION

EMBANKMENT (EXISTING)

SECTION B

EMBANKMENT (EXISTING)

SECTION C

NOTE: SECTION C IS LOCATED IMMEDIATELY UPSTREAM AND DOWNSTREAM OF THE CHECK DAM. THEREFORE NO ROCK IS SHOWN WITHIN THE CHANNEL FLOW AREA.

L = THE DISTANCE SUCH THAT POINT A AND B ARE OF EQUAL ELEVATION.

SPACING BETWEEN CHECK DAMS

 CD CHECK DAM

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

CD
 2 OF 3
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

LP LOT PROTECTION
 MWP MASONRY WORK PROTECTION
 PTP PORTABLE TOILET PROTECTION
 RCSC ROUGH CUT STREET CONTROL
 RS ROCK SOCK
 RSS ROCK SOCK IN SWALE
 SB STRAW BALE
 SCL SEDIMENT CONTROL LOGS
 SF SILT FENCE
 SMC SEEDING, MULCHING AND CRIMPING
 SR SURFACE ROUGHING
 SSA STABILIZED STAGING AREA
 STP SIDEWALK TRANSITION PROTECTION

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

LEGEND
 2 OF 3
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CHECK DAM INSTALLATION NOTES

- SEE PLAN VIEW FOR LOCATION(S) OF CHECK DAMS.
- CHECK DAMS SHOWN ON CBMP PLAN SHALL BE INSTALLED WHEN DIRECTED BY THE TOWN'S INSPECTOR.
- RIPRAP UTILIZED FOR CHECK DAMS SHALL HAVE A D50 MEDIAN STONE SIZE OF 12".
- RIPRAP PAD SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1'-8".
- THE MAXIMUM SPACING BETWEEN CHECK DAMS SHOULD BE SUCH THAT THE BOTTOM OF THE UPSTREAM DAM IS AT THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM DAM AS SHOWN IN THE DETAIL.

CHECK DAM INSPECTION AND MAINTENANCE NOTES

- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CHECK DAMS.
- ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE CREST OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
- CHECK DAMS SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
- WHEN CHECK DAMS ARE REMOVED, THE TOWN'S INSPECTOR MAY REQUIRE EXCAVATIONS TO BE FILLED WITH SUITABLE COMPACTED TOPSOIL AND ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE CHECK DAMS BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).
- IN SOME INSTANCES, CHECK DAMS MAY REMAIN IN PLACE PERMANENTLY.

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

CD
 3 OF 3
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

TI TEMPORARY IRRIGATION
 TSB TEMPORARY SEDIMENT BASIN
 VTC VEHICLE TRACKING CONTROL

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

LEGEND
 3 OF 3
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CF CONSTRUCTION FENCE

NOTE: CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO EACH TEE POST OR APPROVED EQUAL.

STUDDED STEEL TEE POST OR APPROVED EQUAL

ORANGE PLASTIC CONSTRUCTION FENCE OR APPROVED EQUAL

EXISTING GRADE

10.0'±

4.0'±

1.0'± TYP. EMBEDMENT

5.0'±

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

CF
 1 OF 2
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CD CHECK DAM

PLAN VIEW

SECTION A

RIPRAP TYPE M D50=12" (MIN)

1.5' MIN

1.5'±

3±

1

FLOW

RIPRAP SHALL BE EMBEDDED 1'-8" MIN.

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

CD
 1 OF 3
 Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CONSTRUCTION FENCE INSTALLATION NOTES

- THE CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO EACH POST OR APPROVED EQUAL.

CONSTRUCTION FENCE INSPECTION AND MAINTENANCE NOTES

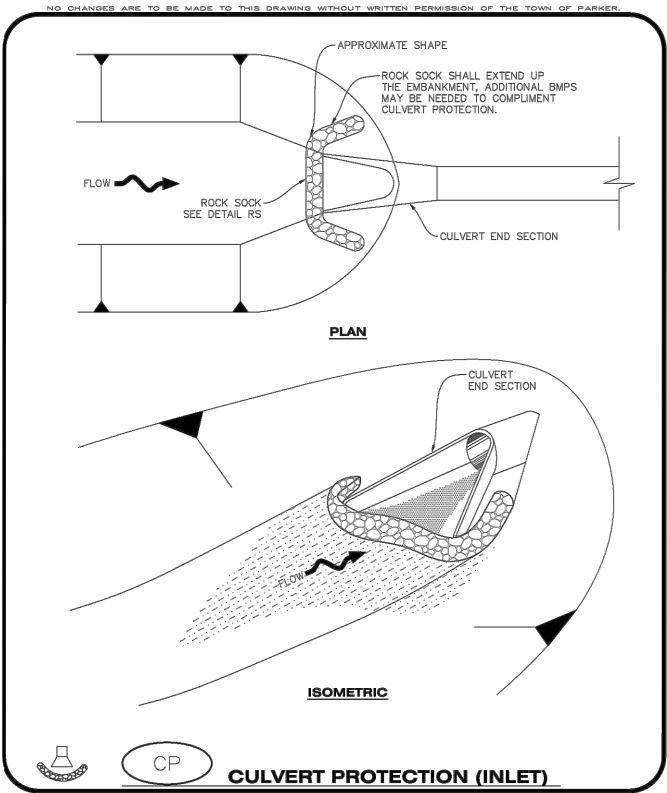
- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CONSTRUCTION FENCE AND MAKE ANY NECESSARY REPAIRS.
- CONSTRUCTION FENCE SHALL BE REPAIRED WHEN THE FENCING MATERIAL FALLS OUT OF COMPLIANCE WITH THE NOTES AND DETAILS.

CBMP
 CONSTRUCTION BEST MANAGEMENT PRACTICES

CF
 2 OF 2
 Oct. 2013

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS DRAWN: MAB CHECKED: SAR	100% DESIGN PROJECT NO. 19-037.01	<table> <tr> <th colspan="4">SHEET REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	SHEET REVISIONS				NO.	DATE	DESCRIPTION	BY																									MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MILE HIGH FLOOD DISTRICT		LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS EROSION CONTROL GESC DETAILS	DATE: 2/6/2020 DRAWING NO.: EC-3 SHEET NO.: 25 OF 33
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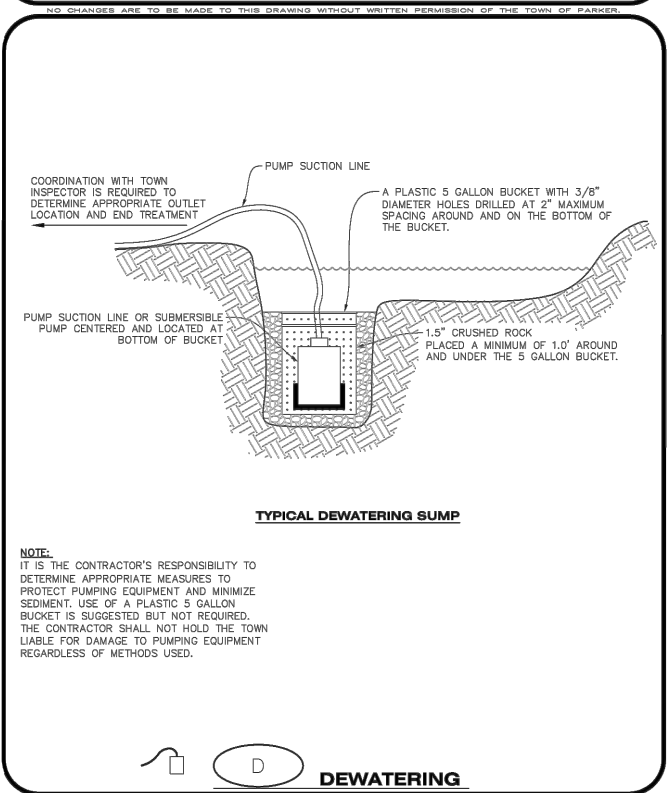
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CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

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Oct. 2013





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CONSTRUCTION BEST MANAGEMENT PRACTICES

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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- CULVERT PROTECTION (INLET) INSTALLATION NOTES**
1. SEE PLAN VIEW FOR LOCATION(S) OF CULVERT PROTECTION (INLET).
 2. ROCK SOCK SHALL BE CONSTRUCTED ACCORDING TO THE DETAIL (SEE DETAIL RS).
 3. ROCK SOCK SHALL BE APPROXIMATELY 12" IN DIAMETER.
 4. ROCK SOCK SHALL EXTEND ABOVE THE FLOW LINE ELEVATION ON BOTH SIDES OF THE CULVERT END SECTION.
- CULVERT PROTECTION (INLET) INSPECTION AND MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CULVERT PROTECTION (INLET).
 2. AT A MINIMUM, ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE ROCK SOCK.
 3. CULVERT PROTECTION (INLET) IS TO REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
 4. WHEN THE CULVERT INLET PROTECTION IS REMOVED, THE TOWN'S INSPECTOR MAY REQUIRE ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE CULVERT INLET PROTECTION TO BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).



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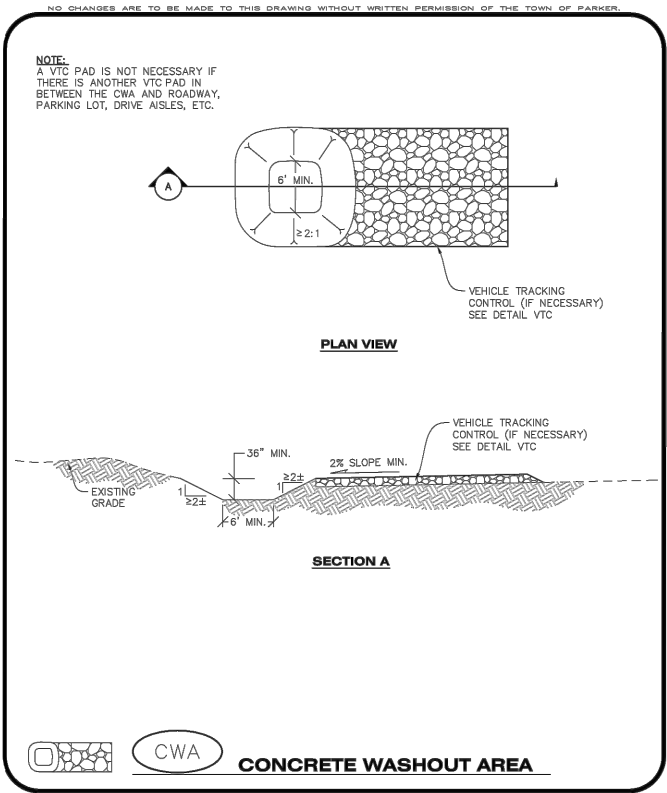
CP
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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- DEWATERING INSTALLATION NOTES**
1. IT IS THE EROSION CONTROL SUPERVISOR'S RESPONSIBILITY TO ENSURE THAT ALL DEWATERING IS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE).
- DEWATERING MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL INSPECT THE DEWATERING OPERATION TO ENSURE THAT THE DISCHARGE WATER IS DRAINING TO THE PROPER LOCATION(S) AND PERFORM ANY NECESSARY REPAIRS OR MAINTENANCE ON A FREQUENT BASIS.



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CONSTRUCTION BEST MANAGEMENT PRACTICES

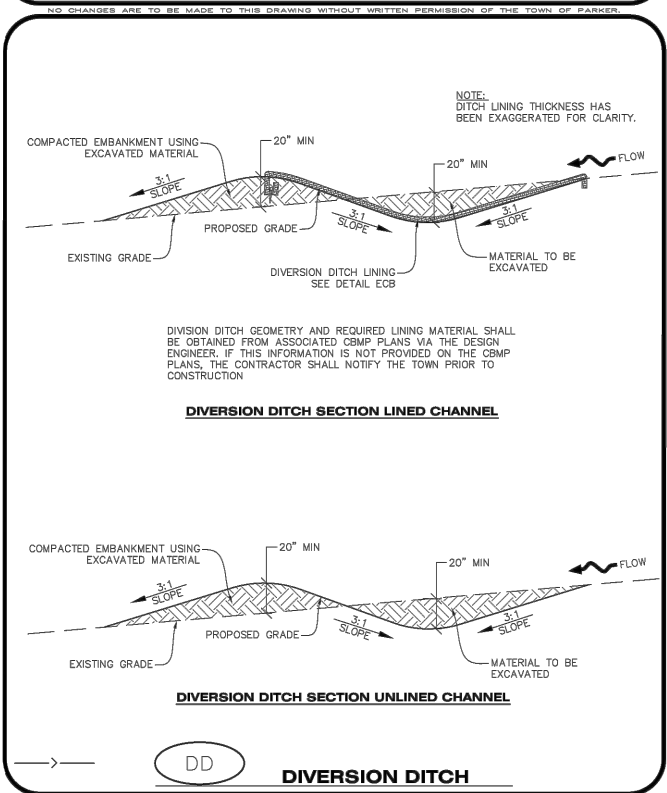
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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- CONCRETE WASHOUT AREA INSTALLATION NOTES**
1. CONCRETE WASHOUT AREAS SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
 2. A VEHICLE TRACKING CONTROL PAD IS REQUIRED AT THE ACCESS POINT TO ALL CONCRETE WASHOUT AREAS WHEN NO OTHER VTC PAD EXISTS IN BETWEEN THE CWA AND THE ROADWAY.
 3. IF GROUNDWATER IS ENCOUNTERED WHEN DIGGING THE PIT, A NEW LOCATION SHOULD BE SELECTED. IF NO OTHER LOCATION CAN BE FOUND, A ONE-PIECE IMPERVIOUS LINER SHALL BE REQUIRED ALONG THE BOTTOM AND SIDES OF THE SUBSURFACE PIT.
- CONCRETE WASHOUT AREA INSPECTION AND MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CONCRETE WASHOUT AREA.
 2. CONCRETE WASHOUT MATERIALS SHALL BE REMOVED BEFORE ITS CAPACITY HAS BEEN REACHED.
 3. CONCRETE WASHOUT AREAS SHALL BE ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE AND ASSOCIATED WASH WATER.
 4. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE AS NECESSARY TO ENSURE ADEQUATE CAPACITY.
 5. CONCRETE WASHOUT AREAS SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
 6. WHEN CONCRETE WASHOUT AREAS ARE REMOVED, THE TOWN'S INSPECTOR MAY REQUIRE EXCAVATIONS TO BE FILLED WITH SUITABLE COMPACTED BACKFILL AND TOPSOIL, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE CONCRETE WASHOUT AREAS SHALL BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).



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CONSTRUCTION BEST MANAGEMENT PRACTICES

CWA
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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- DIVERSION DITCH INSTALLATION NOTES**
1. SEE THE PLAN VIEW FOR THE LOCATION(S) OF THE DIVERSION DITCHES.
 2. A PLASTIC LINER, RIPRAP, OR EROSION CONTROL BLANKET MAY BE NECESSARY TO PROTECT THE DIVERSION DITCH. THE REQUIRED LINING MATERIAL SHALL BE OBTAINED FROM THE CBMP PLANS VIA THE DESIGN ENGINEER.
 3. ALL MATERIAL EXCAVATED FROM THE DITCH MAY BE USED TO CONSTRUCT THE BERM ON THE DOWNHILL SIDE OF THE DITCH.
 4. THE DIVERSION DITCH SHALL BE A MINIMUM OF 20" DEEP WITH APPROX. 3:1 SIDE SLOPES. THE ADJACENT BERM SHALL BE A MINIMUM OF 20" IN HEIGHT WITH APPROX. 3:1 SIDE SLOPES. ALL EMBANKMENTS SHALL BE FIRMLY COMPACTED.
 5. THE DISCHARGE FROM THE DIVERSION DITCH SHALL BE DIRECTED TOWARDS AN APPROPRIATELY SIZED TEMPORARY SEDIMENT BASIN OR OTHER APPROVED AREA.
- DIVERSION DITCH INSPECTION AND MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE DIVERSION DITCH.
 2. ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE THE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 (10") THE CREST HEIGHT.
 3. DIVERSION DITCHES SHALL BE RE-GRADED FOLLOWING THE SIGNS OF MODERATE OR MORE SOIL EROSION OR ANY DAMAGE.
 4. DIVERSION DITCHES ARE TO REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR. ALTERNATIVELY, THE DIVERSION DITCHES MAY BE REMOVED WHEN THE SITE'S TOPOGRAPHY CHANGES SUCH THAT SIGNIFICANT RUNOFF IS NO LONGER POSSIBLE. IN SOME INSTANCES, THE DIVERSION DITCHES MAY REMAIN IN PLACE PERMANENTLY.



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CONSTRUCTION BEST MANAGEMENT PRACTICES

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PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY



LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

EROSION CONTROL

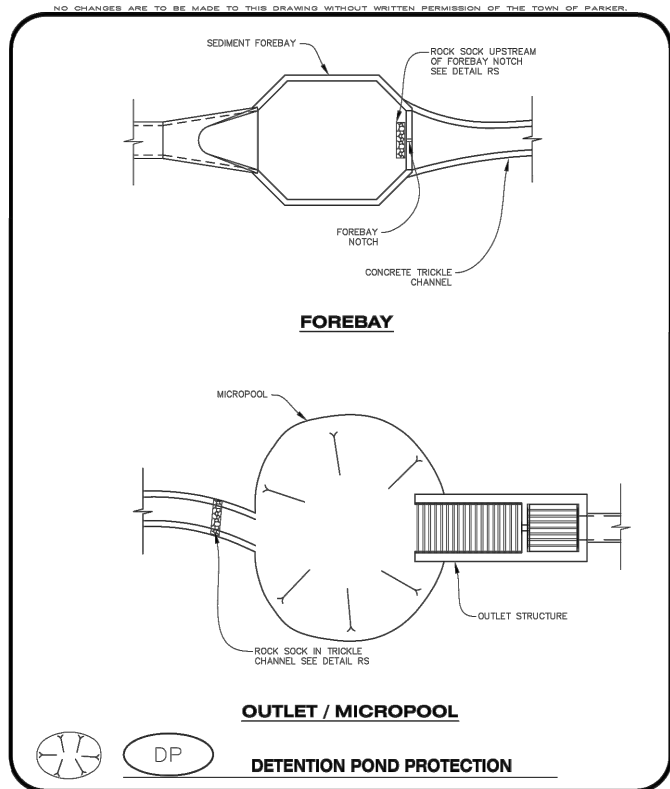
GESC DETAILS

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2/6/2020

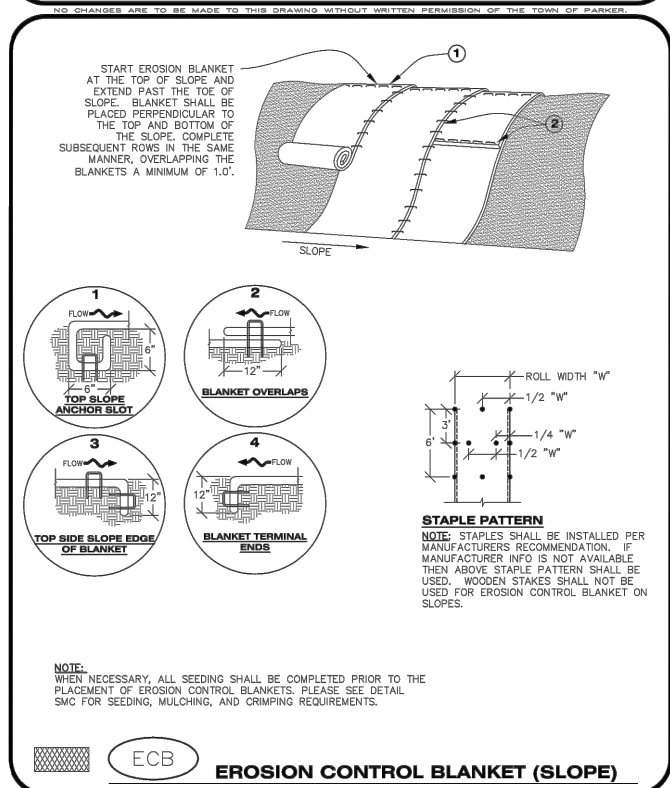
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EC-4

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26 OF 33

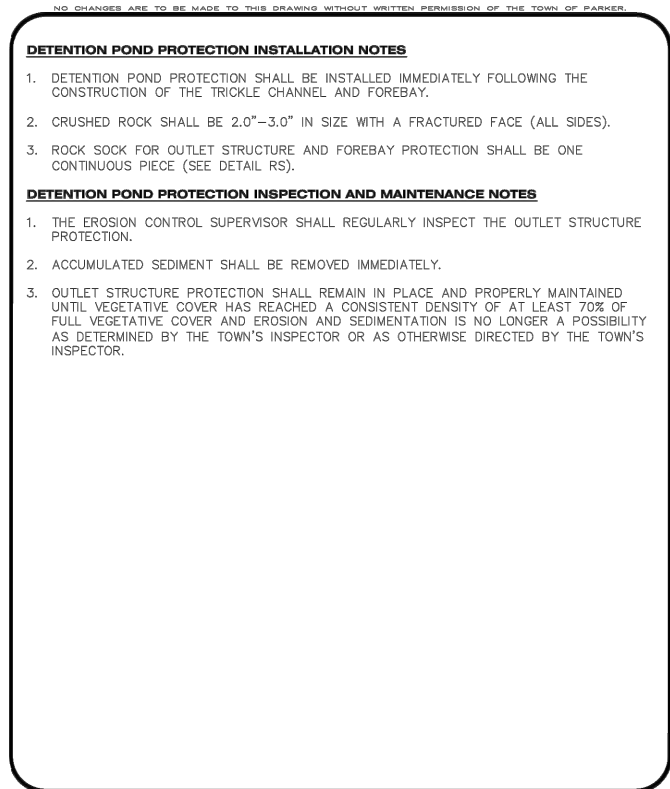
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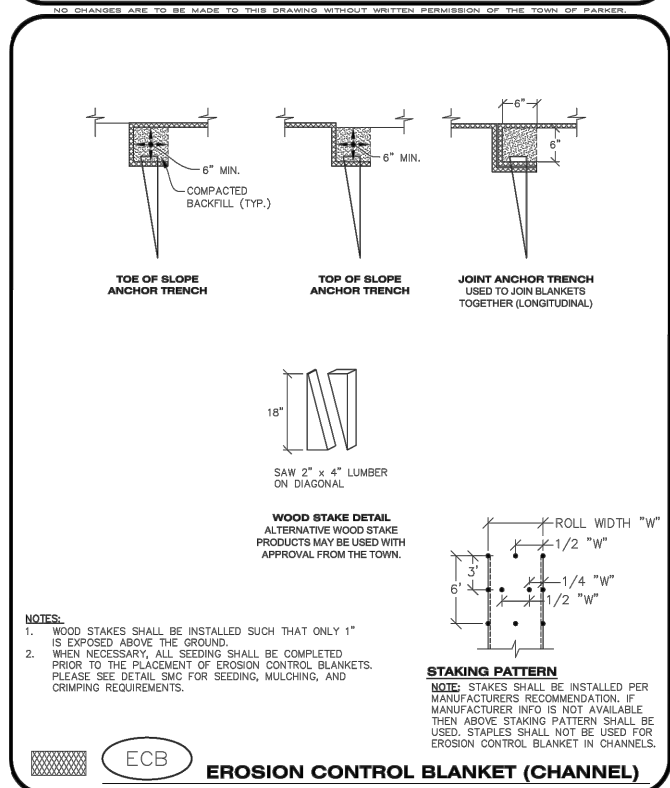
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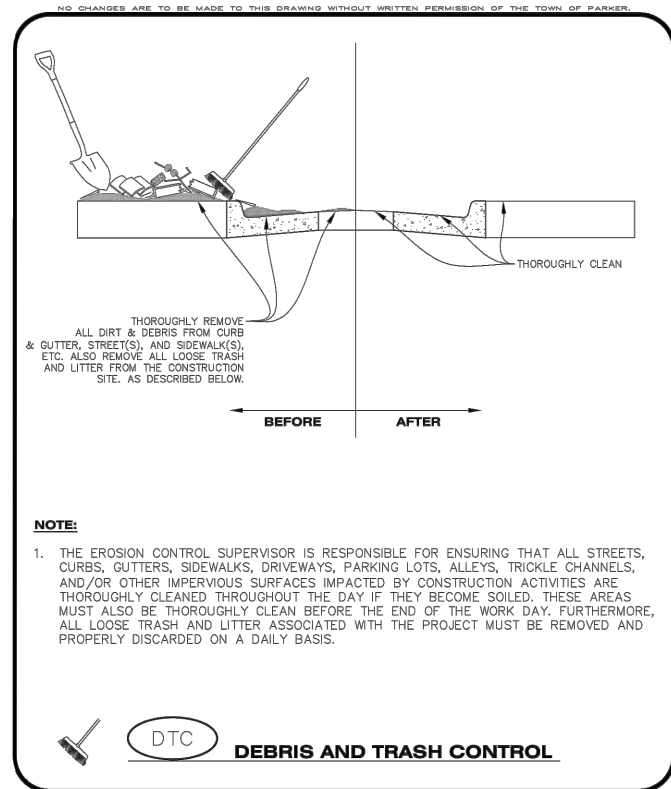
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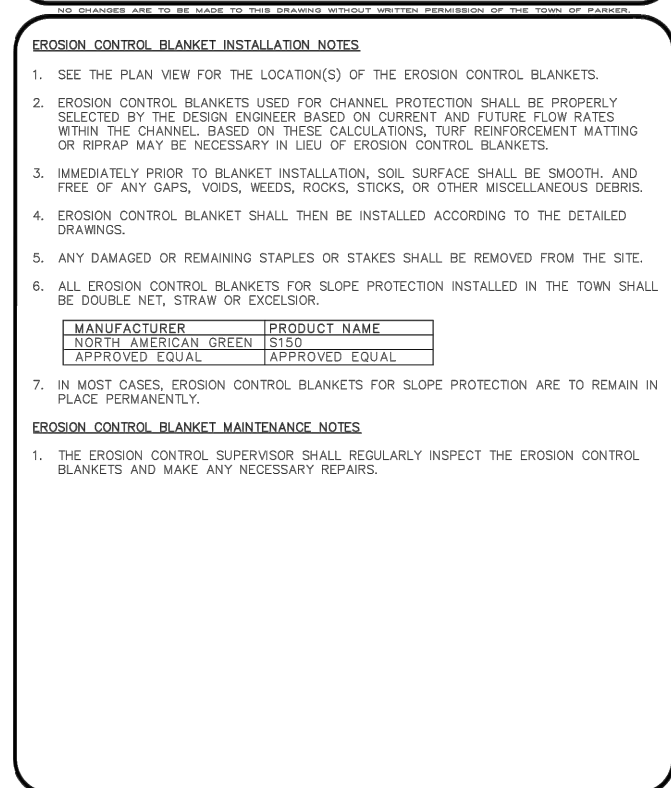
CBMP **DP**
CONSTRUCTION BEST MANAGEMENT PRACTICES 2 OF 2
Town of Parker COLORADO Oct. 2013



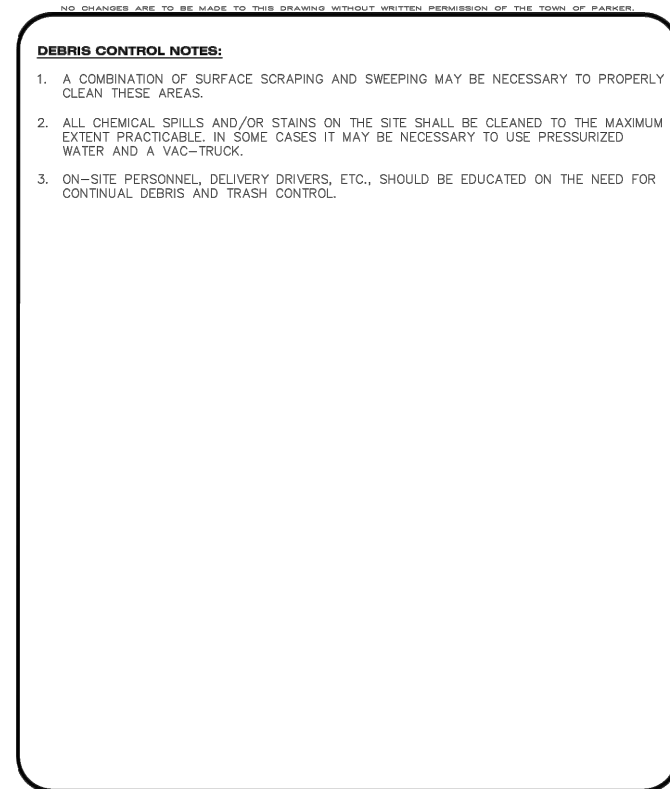
CBMP **ECB**
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CBMP **DTC**
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CBMP **ECB**
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CBMP **DTC**
CONSTRUCTION BEST MANAGEMENT PRACTICES 2 OF 2
Town of Parker COLORADO Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS
DRAWN: MAB
CHECKED: SAR

100% DESIGN
PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY

MULLER ENGINEERING COMPANY
777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

MHFD **PARKER COLORADO**
MILE HIGH FLOOD DISTRICT

LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS
EROSION CONTROL
GESC DETAILS

DATE: 2/6/2020
DRAWING NO.: EC-5
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NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-GESC.DWG

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
1. GRADING, DRILLING, CLEARING, EXCAVATING, BACK-FILLING, SOIL STRIPPING, SOIL IMPORTING EXPORTING OR ANY OTHER FORM OF SOIL DISTURBANCE SHALL NOT COMMENCE UNTIL A TOWN OF PARKER GRADING/EXCAVATION PERMIT HAS BEEN ISSUED.
 2. THE TOWN OF PARKER GRADING/EXCAVATION PERMIT IS VALID FOR A PERIOD OF 2 YEARS FROM THE DATE OF ISSUANCE. ANY LAPSE IN PERMIT COVERAGE MAY RESULT IN THE ISSUANCE OF A STOP WORK ORDER AND/OR FINES.
 3. ALL EROSION AND SEDIMENT CONTROL BMPs SHALL BE INSTALLED ACCORDING TO THE CBMP PLAN INSTALLATION NOTES AND DETAILS AND/OR PERMITTED VARIANCES. ALL MATERIALS, WORKMANSHIP AND INSTALLATION METHODS ARE SUBJECT TO INSPECTION BY THE TOWN'S INSPECTOR. THE TOWN OF PARKER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS, WORKMANSHIP AND/OR INSTALLATION METHODS THAT DO NOT CONFORM TO THE CBMP PLAN AND/OR PERMITTED VARIANCES.
 4. THE EROSION CONTROL SUPERVISOR SHALL REVISE OR MODIFY THE EROSION AND SEDIMENT CONTROL MEASURES IF IT BECOMES APPARENT THAT THE ORIGINAL PLAN IS INADEQUATE, OR AS A RESULT OF DEFICIENCIES IDENTIFIED DURING INSPECTIONS PERFORMED BY THE TOWN'S INSPECTOR.
 5. THE INSTALLATION OF ADDITIONAL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) MAY BE REQUIRED OF THE EROSION CONTROL SUPERVISOR, PROPERTY OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS AT ANY TIME THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION AND/OR SUBSEQUENT REVEGETATION PERIOD.
 6. THE EROSION CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE SITE REMAINS IN COMPLIANCE WITH THE NOTICE OF NUISANCE REPORTS (a.k.a. CONSTRUCTION SITE RUNOFF CONTROL INSPECTION REPORTS), APPROVED CBMP PLAN(S) AND THE TOWN OF PARKER STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL.
 7. THE EROSION CONTROL SUPERVISOR SHALL BE READILY AVAILABLE TO DISCUSS AND CORRECT ANY PROBLEMS THAT MAY ARISE RELATING TO GRADING, EROSION AND SEDIMENT CONTROL.
 8. IF IT IS ANTICIPATED THAT ALL OR A PORTION OF THE PROJECT WILL OCCUR DURING SEASONS SUSCEPTIBLE TO SNOWFALL, THE USE OF CERTAIN EROSION AND SEDIMENT CONTROL BMPs ADJACENT TO PUBLIC ROADWAYS MAY NEED TO BE RECONSIDERED DUE TO THE NATURE OF SNOW REMOVAL OPERATIONS. AN APPROVED ALTERNATIVE MAY BE NECESSARY TO MINIMIZE DAMAGE FROM THESE OPERATIONS. THE TOWN OF PARKER ASSUMES NO RESPONSIBILITY FOR DAMAGE TO ANY BMPs AS A RESULT OF SNOW FLOWING AND SNOW REMOVAL.
 9. AREAS OF LAND DISTURBANCE EQUAL TO 40 ACRES OR GREATER SHALL NOT BE EXPOSED FOR MORE THAN 30 CONSECUTIVE DAYS WITHOUT TEMPORARY OR PERMANENT STABILIZATION.
 10. AUTHORIZED EXEMPTIONS MAY BE ALLOWED TO THE 40-ACRE LIMIT FOR REMOVAL AND STORAGE OF CUT MATERIAL WHERE (A) GEOTECHNICAL LIMITATIONS RESTRICT THE USE OF TEMPORARY OR PERMANENT STABILIZATION OF THE STORED MATERIAL (E.G., SWELLING SOILS, ROCK) AND (B) WHEN THE OWNER CAN DEMONSTRATE THAT THE 40-ACRE LIMIT IS PHYSICALLY AND/OR FINANCIALLY IMPRACTICABLE. FOR SITES GRANTED THIS EXEMPTION, A PHASING AND EARTHWORK QUANTITIES PLAN SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AND APPROVED PRIOR TO THE COMMENCEMENT OF LAND DISTURBANCE ACTIVITIES. SUBMITTAL REQUIREMENTS INCLUDE:
 - (I) PHASING PLAN SHOWING CUT AND FILL VOLUMES AND LOCATIONS FOR EACH PHASE AND PROJECT TOTALS.
 - (II) EARTHWORK QUANTITY PLAN SHOWING CUT AND FILL VOLUMES AND LOCATIONS FOR EACH PHASE AND PROJECT TOTALS.
 - (III) BMP PLAN SHOWING SPECIFIC EROSION AND SEDIMENT CONTROLS FOR EACH PHASE.



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AREA INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION(S) OF AREA INLET PROTECTION.
2. THE AREA INLET PROTECTION SHOWN ON CBMP PLANS SHALL BE INSTALLED ON EXISTING INLETS PRIOR TO ANY LAND DISTURBING ACTIVITIES OR IMMEDIATELY AFTER THE INSTALLATION OF NEW INLETS. AN INTERIM STYLE OF INLET PROTECTION MAY BE ALLOWED UNTIL THE INSTALLATION OF THE GUTTER AND/OR PAVEMENT.

AREA INLET PROTECTION INSPECTION AND MAINTENANCE NOTES

1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE AREA INLET PROTECTION.
2. AREA INLET PROTECTION SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
3. WHEN THE AREA INLET PROTECTION IS REMOVED, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE AREA INLET PROTECTION MAY NEED TO BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).
4. ACCUMULATED SEDIMENT SHALL BE REMOVED AS SOON AS POSSIBLE, IMMEDIATELY IN MOST CASES.



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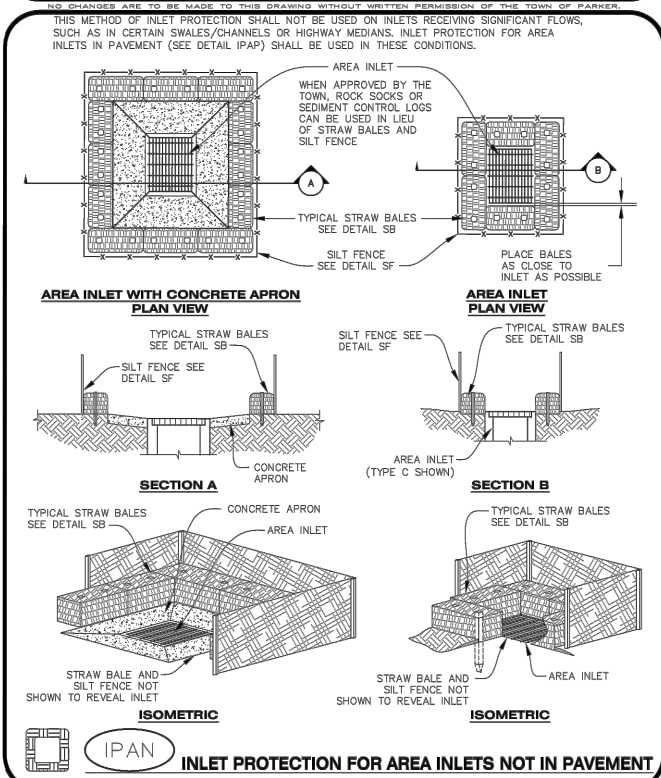
- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
11. ANY EROSION AND SEDIMENT CONTROL BMPs THAT ARE DAMAGED OR IN NEED OF MAINTENANCE OR REPLACEMENT SHALL BE CORRECTED AS SOON AS POSSIBLE, IMMEDIATELY IN MOST CASES.
 12. ALL DEFICIENCIES LISTED ON THE NOTICE OF NUISANCE FORM SHALL BE COMPLETED AS SOON AS POSSIBLE, IMMEDIATELY IN MOST CASES. ALL REQUIRED ACTIONS MUST BE IN THE CORRECTED FORM DURING THE FOLLOW-UP INSPECTION.
 13. THE EROSION CONTROL SUPERVISOR IS RESPONSIBLE FOR ENSURING THAT ALL STREETS, CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, ALLEYS, TRICKLE CHANNELS, AND/OR OTHER IMPERVIOUS SURFACES IMPACTED BY CONSTRUCTION ACTIVITIES ARE THOROUGHLY CLEANED THROUGHOUT THE DAY IF THEY BECOME SOILED. THESE AREAS MUST ALSO BE THOROUGHLY CLEAN BEFORE THE END OF THE WORK DAY.
 14. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS SHALL HAVE ADEQUATE PROTECTION SO AS TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS.
 15. ALL TRASH RECEPTACLES ON SITE SHALL BE FREE OF HOLES, CRACKS, GAPS, AND/OR OTHER PERMEABLE AREAS THAT MAY ALLOW FOR THE DISCHARGE OF POLLUTANTS.
 16. ALL TRASH RECEPTACLES ON SITE SHALL BE EMPTIED AT A FREQUENCY AS TO ENSURE THAT THE TRASH REMAINS CONFINED TO THE RECEPTACLE.
 17. ALL LOOSE TRASH AND LITTER ASSOCIATED WITH THE PROJECT MUST BE REMOVED AND PROPERLY DISCARDED ON A DAILY BASIS.
 18. ALL PORTABLE TOILETS SHALL BE STAKED DOWN AT ALL TIMES USING U-SHAPED REBAR STAKES. THE PORTABLE TOILETS SHALL ALSO BE PLACED A MINIMUM DISTANCE OF 10 FEET FROM ALL IMPERVIOUS SURFACES, INCLUDING, BUT NOT LIMITED TO STREETS CURBS, GUTTERS, SIDEWALKS AND PARKING LOTS.
 19. THE EROSION CONTROL SUPERVISOR SHALL MAINTAIN STRICT ADHERENCE TO THE LIMITS OF CONSTRUCTION AND PROPERTY LIMITS FOR ALL MATERIALS, VEHICLES AND EQUIPMENT. FAILURE TO ABIDE BY THIS REQUIREMENT MAY RESULT IN THE ISSUANCE OF A STOP WORK ORDER.
 20. ALL CONSTRUCTION TRAFFIC MUST ENTER AND EXIT THE SITE THROUGH THE APPROVED ACCESS POINT(S). A VEHICLE TRACKING CONTROL PAD IS REQUIRED AT ALL APPROVED ACCESS POINTS TO THE SITE. EXCEPTIONS MAY BE CONSIDERED FOR CONSTRUCTION ACTIVITY OCCURRING IMMEDIATELY ADJACENT TO PAVED AREAS AND WHERE ALTERNATIVE BMP'S ARE IMPLEMENTED. SUCH ACTIVITY MAY INCLUDE, BUT NOT BE LIMITED TO RESIDENTIAL CONSTRUCTION, UTILITY CONSTRUCTION, ETC.
 21. NO PERMANENT SLOPES GREATER THAN 3:1 ARE ALLOWED.
 22. ALL PERMANENT SLOPES STEEPER THAN 4:1 (HORIZONTAL TO VERTICAL) SHALL REQUIRE EROSION CONTROL BLANKET(S). TEMPORARY SLOPES IN TEMPORARY SEDIMENT BASINS THAT ARE STEEPER THAN 4:1 MAY REQUIRE EROSION CONTROL BLANKETS.
 23. THE EROSION CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ADVERSE IMPACTS THAT OCCUR TO NEIGHBORING PROPERTIES. THE EROSION CONTROL SUPERVISOR MUST OBTAIN PERMISSION FROM LAND OWNERS PRIOR TO ENTERING SUCH PROPERTY.
 24. A WATER SOURCE SHALL BE AVAILABLE ONSITE DURING CONSTRUCTION ACTIVITIES, AND UTILIZED TO MINIMIZE FUGITIVE DUST. ALTERNATIVE BMPs MAY BE REQUIRED IF INITIAL ATTEMPTS TO SUPPRESS DUST ARE UNSUCCESSFUL.



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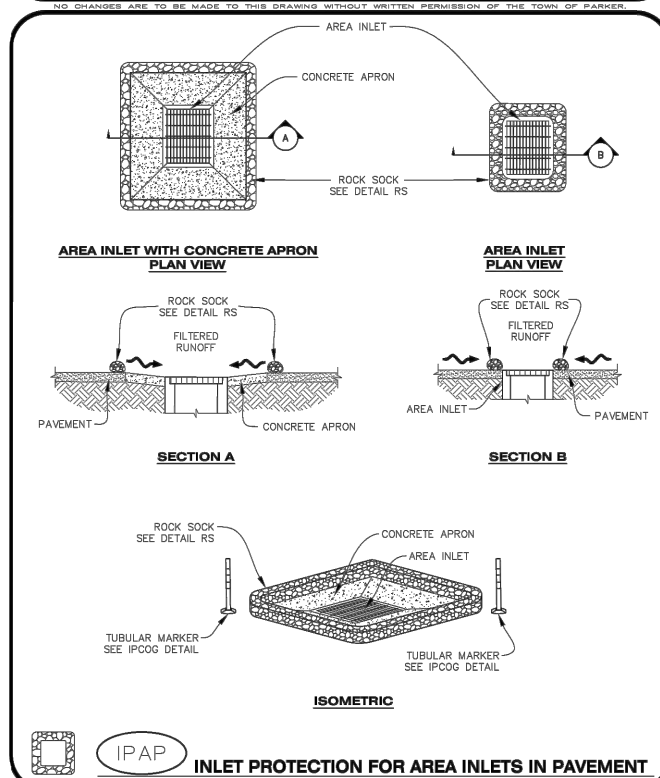
- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
25. ALL CHEMICAL OR HAZARDOUS MATERIAL SPILLS, INCLUDING CONCRETE WASHOUT WATER, WHICH MAY ENTER WATERS OF THE STATE OF COLORADO, WHICH INCLUDES BUT ARE NOT LIMITED TO, SURFACE WATER, GROUND WATER, DRY GULLIES OR STORM SEWERS LEADING TO SURFACE WATER, SHALL BE IMMEDIATELY REPORTED TO THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) PER 25-8-601, AND THE TOWN OF PARKER. RELEASES OF PETROLEUM PRODUCTS AND CERTAIN HAZARDOUS SUBSTANCES LISTED UNDER THE FEDERAL CLEAN WATER ACT (40 CFR PART 116) MUST BE REPORTED TO THE NATIONAL RESPONSE CENTER AND THE CDPHE. SPILLS THAT POSE AN IMMEDIATE SAFETY HAZARD SHALL BE REPORTED TO 911.
 26. THE CLEANING OF CONCRETE TRUCKS AND EQUIPMENT IS RESTRICTED TO THE APPROVED CONCRETE WASHOUT LOCATION ON THE JOB SITE. CONCRETE WASH WATER SHALL NOT BE DISCHARGED TO STATE WATERS OR STORM SEWER SYSTEMS.
 27. VEHICLE AND EQUIPMENT DEGREASING IS PROHIBITED ON THE JOB SITE.
 28. ALL DEWATERING ON SITE SHALL BE COORDINATED WITH THE TOWN'S INSPECTOR. A STATE PERMIT MAY BE REQUIRED FOR DEWATERING. THE EROSION CONTROL SUPERVISOR IS RESPONSIBLE FOR OBTAINING AND ADHERING TO ALL APPLICABLE PERMITS.
 29. HYDRAULIC SEEDING AND/OR HYDRAULIC MULCHING ARE ONLY ALLOWED IN AREAS UNDER TEMPORARY OR PERMANENT IRRIGATION OR FOR THE PURPOSE OF TEMPORARY SOIL STABILIZATION.
 30. APPLICABLE CONSTRUCTION BMPs SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL ALL LANDSCAPING HAS BEEN INSTALLED AND THE DESIRABLE VEGETATION HAS REACHED A POINT IN WHICH EROSION AND SEDIMENTATION IS NO LONGER A CONCERN AS DETERMINED BY THE TOWN'S INSPECTOR.
 31. GRADING SECURITY RELEASE REQUIREMENTS:
 - 1) DEVELOPABLE PROPERTY: IN ORDER FOR THE GRADING SECURITY TO BE RELEASED, THE SITE MUST MEET ITEMS A-H OR ITEM I (BELOW).
 - A. ALL SOIL-DISTURBING ACTIVITIES ASSOCIATED WITH THE GRADING PERMIT HAVE PERMANENTLY CEASED.
 - B. UNIFORM PERENNIAL VEGETATION COVER HAS BEEN ESTABLISHED WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST SEVENTY PERCENT (70%) OF PRE-DISTURBANCE LEVELS.
 - C. ALL CBMPs HAVE BEEN PROPERLY REMOVED FROM THE SITE.
 - D. IF ANY EROSION IS PRESENT, IT IS INSIGNIFICANT AND IS NOT LEAVING THE SITE AND/OR LEADING INTO ANY ON-SITE DRAINAGE INFRASTRUCTURE THAT MAY CONVEY SURFACE WATER OFF SITE.
 - E. WEEDS REPRESENT NO MORE THAN FIFTY PERCENT (50%) OF THE TOTAL VEGETATION ON THE SITE.
 - F. NO WEEDS ARE PRESENT FROM LIST A OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - G. THE SITE IS PREDOMINANTLY FREE OF WEEDS FROM LIST B OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - H. WEEDS ARE EVENLY DISTRIBUTED THROUGHOUT THE SITE WITH NO LARGE CONCENTRATIONS PRESENT.
 - I. A NEW GRADING PERMIT AND REPLACEMENT SECURITY HAS BEEN SUBMITTED AND APPROVED FOR THE APPLICABLE SITE OR ASSIGNMENT AS PROVIDED BY SECTION 11.10.150 OF THE TOWN OF PARKER MUNICIPAL CODE. IT IS THE PROPERTY OWNER'S OBLIGATION AT THE TIME OF CLOSING TO ENSURE THAT THE NEW SITE OWNER HAS PROVIDED THE TOWN WITH A REPLACEMENT SECURITY.



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IPAP
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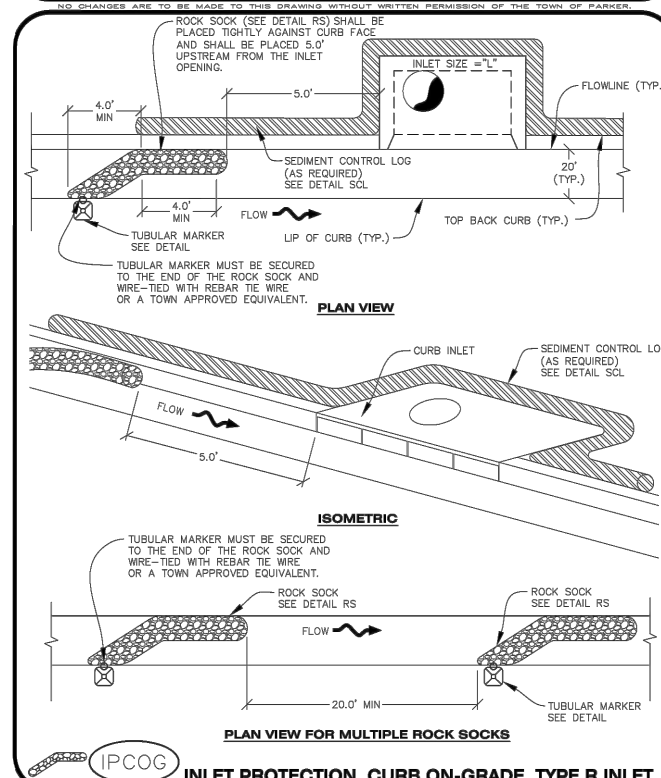
- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- 2) NONDEVELOPABLE PROPERTY: IN ORDER FOR THE GRADING SECURITY TO BE RELEASED, THE SITE MUST MEET ITEMS A-H AND J, OR ITEMS I AND J (BELOW).
 - A. ALL SOIL-DISTURBING ACTIVITIES ASSOCIATED WITH THE GRADING PERMIT HAVE PERMANENTLY CEASED.
 - B. ALL CBMPs HAVE BEEN PROPERLY REMOVED FROM THE SITE.
 - C. EROSION IS NEGLIGIBLE, IF EVEN PRESENT.
 - D. THE VEGETATION REPRESENTS A PERENNIAL STAND OF A DENSE, UNIFORM SURFACE OF GRASS WITH NO AREA GREATER THAN ONE (1) SQUARE FOOT THAT IS BARREN OF DESIRABLE VEGETATION. INFREQUENTLY WIDELY SCATTERED AREAS WHERE NATIVE VEGETATION HAS NOT YET TAKEN HOLD MAY QUALIFY FOR ACCEPTANCE AT THE DISCRETION OF THE TOWN.
 - E. WEEDS REPRESENT NO MORE THAN TEN PERCENT (10%) OF THE TOTAL VEGETATION ON SITE.
 - F. NO WEEDS ARE PRESENT FROM LIST A OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - G. THE SITE IS PREDOMINANTLY FREE OF WEEDS FROM LIST B OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - H. WEEDS ARE EVENLY DISTRIBUTED THROUGHOUT THE SITE WITH NO LARGE CONCENTRATIONS PRESENT.
 - I. A NEW GRADING PERMIT AND REPLACEMENT SECURITY HAS BEEN SUBMITTED AND APPROVED FOR THE APPLICABLE SITE OR THE GRADING PERMIT HAS BEEN ASSIGNED AS PROVIDED BY SECTION 11.10.150 OF THE TOWN OF PARKER MUNICIPAL CODE. IT IS THE PROPERTY OWNER'S OBLIGATION, AT THE TIME OF CLOSING ON THE SALE OF A SITE THAT IS SUBJECT TO A GRADING PERMIT, TO ENSURE THAT THE NEW PROPERTY OWNER HAS PROVIDED THE TOWN WITH A REPLACEMENT SECURITY.
 - J. ALL KNOWN DRAINAGE ISSUES ASSOCIATED WITH THE PROJECT HAVE BEEN MITIGATED AND A SUFFICIENT AMOUNT OF TIME HAS PASSED TO ENSURE THAT SUCH ISSUES HAVE BEEN CORRECTED. THIS REQUIREMENT DOES NOT INCLUDE THOSE DRAINAGE ISSUES ORIGINATING ON RESIDENTIAL LOTS.
 - (D) NOXIOUS WEEDS MUST BE CONTROLLED AS PROVIDED UNDER STATE LAW AND SECTION 6.01.260 OF THE TOWN OF PARKER MUNICIPAL CODE. FAILURE TO CONTROL NOXIOUS WEEDS ON THE SITE MAY CONSTITUTE A NUISANCE, SUBJECT TO THE PENALTIES CONTAINED IN THE CODE.
- DEFINITIONS:**
- DEVELOPABLE PROPERTY** MEANS ANY LAND THAT HAS BEEN GRADED AND IS PART OF A PLATTED LOT OR PLATTED TRACT OF RECORD, THAT MAY BE GRADDED AND IS PART OF A PLATTED RESIDENTIAL HOME CONSTRUCTION OR PUBLIC IMPROVEMENTS.
- NONDEVELOPABLE PROPERTY** MEANS LAND THAT HAS BEEN GRADED AND WILL NOT BE FURTHER DISTURBED AS PART OF ANY FUTURE DEVELOPMENT. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO: PARKS, OPEN SPACE, HOMEOWNER ASSOCIATION OR BUSINESS ASSOCIATION PLATTED TRACTS, DETENTION PONDS AND DRAINAGEWAYS.
32. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS DESCRIBED IN THIS SECTION MAY RESULT IN THE ISSUANCE OF: A NOTICE OF INTENT TO ISSUE A STOP WORK ORDER, A STOP WORK ORDER AND/OR THE REMEDIES/PENALTIES DESCRIBED IN CHAPTER 11.10 OF THE TOWN OF PARKER MUNICIPAL CODE.
 33. ANY PERSON CONVICTED OF VIOLATING ANY PROVISION OF THE TOWN OF PARKER, GRADING & EARTH MOVEMENT SECTION OF THE MUNICIPAL CODE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, BE FINED BY A FINE OF NOT MORE THAN FOUR HUNDRED NINETY NINE DOLLARS (\$499.00) FOR EACH SEPARATE OFFENSE. EACH DAY A VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE. THE TOWN ALSO MAY SEEK IN MUNICIPAL COURT AN INJUNCTION, ABATEMENT, RESTITUTION, ENJOIN, ABATE OR REMOVE THE VIOLATION. A PERSON CONVICTED OF VIOLATING CHAPTER 11.10 OF THE TOWN OF PARKER MUNICIPAL CODE SHALL BE LIABLE FOR THE ACTUAL COST OF REHABILITATING THE PROPERTY. THE COSTS MAY BE RECOVERED AS RESTITUTION IN MUNICIPAL COURT PROCEEDINGS OR IN A SEPARATE CIVIL ACTION.
 34. THE TOWN OF PARKER RESERVES THE RIGHT TO ALLOW MODIFICATIONS AND SUBSTITUTIONS TO THE CBMP NOTES AND DETAILS WHEN SUCH MODIFICATIONS AND SUBSTITUTIONS OFFER THE SAME LEVEL OF PROTECTION AS THE STANDARD REQUIREMENTS BASED UPON THE SPECIFIC SITUATION, AS DETERMINED BY TOWN STAFF. DUE TO THE INSIGNIFICANCE AND REGULARITY OF SUCH MODIFICATIONS AND SUBSTITUTIONS, THE APPROVAL OF SUCH VARIATIONS MAY NOT BE DOCUMENTED BY TOWN STAFF.



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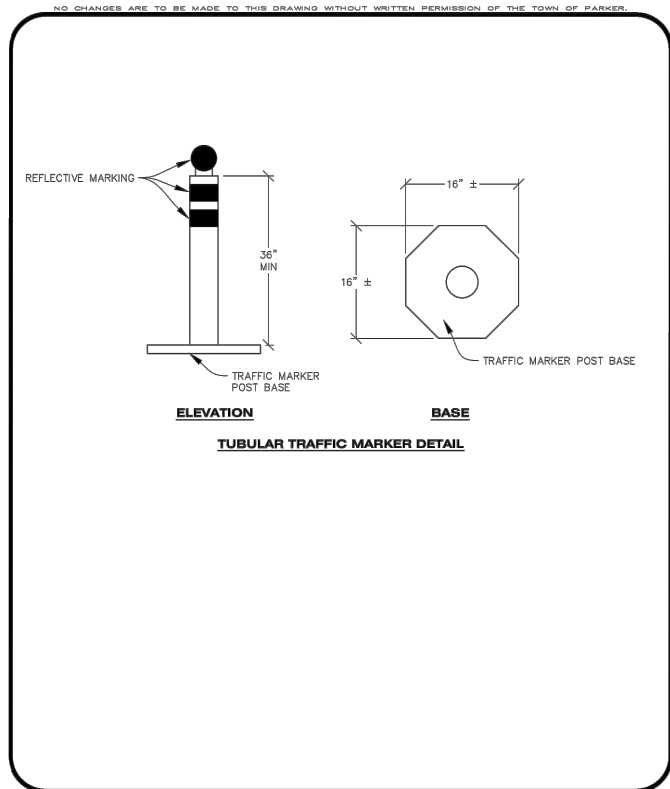
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		PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE	2/6/2020
EROSION CONTROL		DRAWING NO.	EC-6
GESC DETAILS		SHEET NO.	28 OF 33

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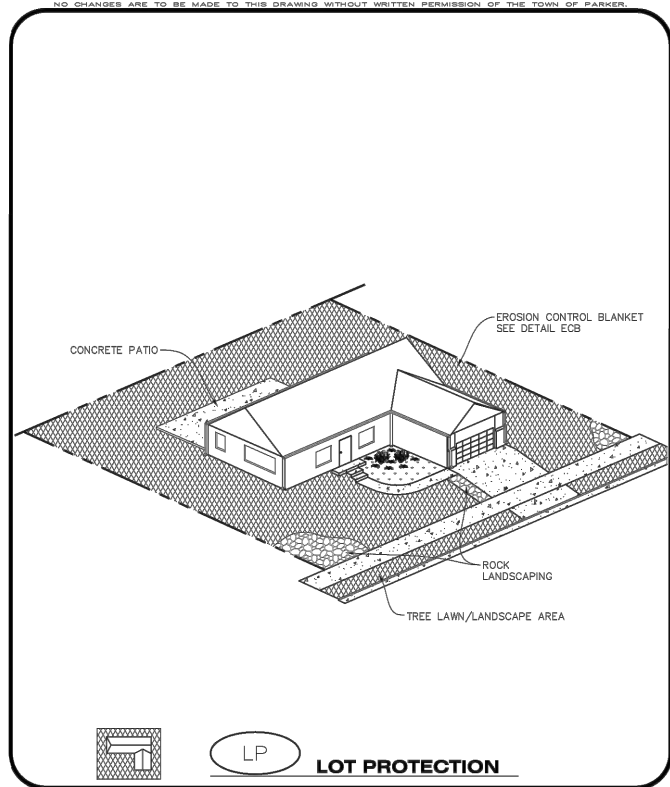




CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

IPCOG

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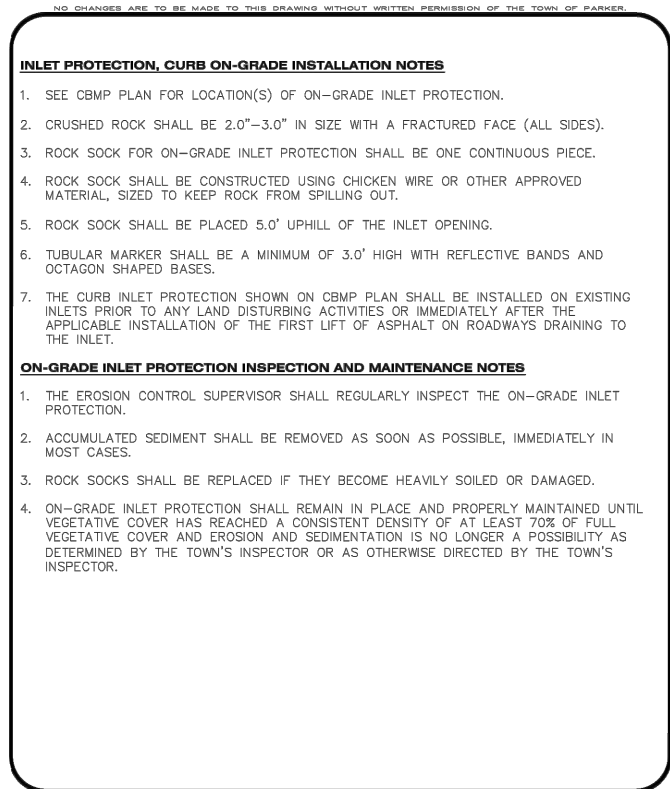




CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

LP

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Oct. 2013

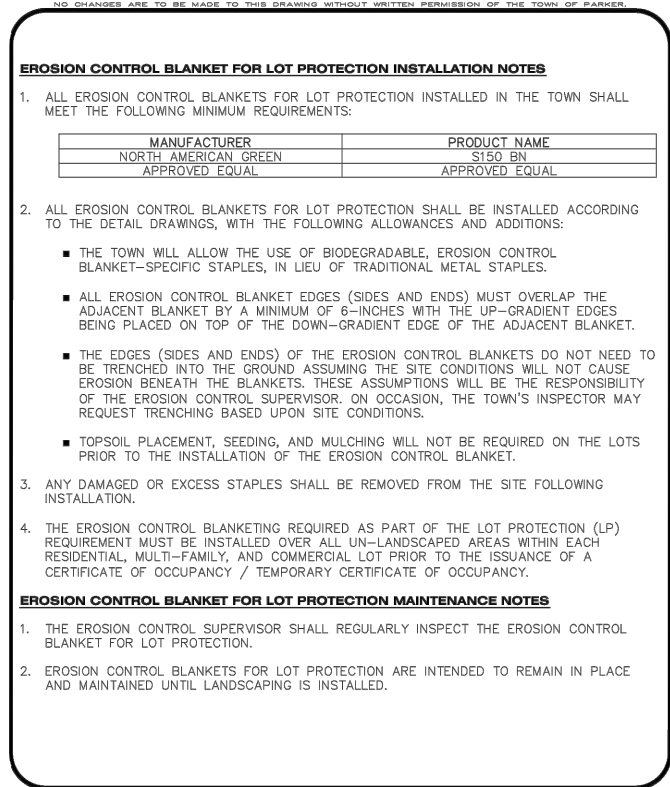




CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

IPCOG

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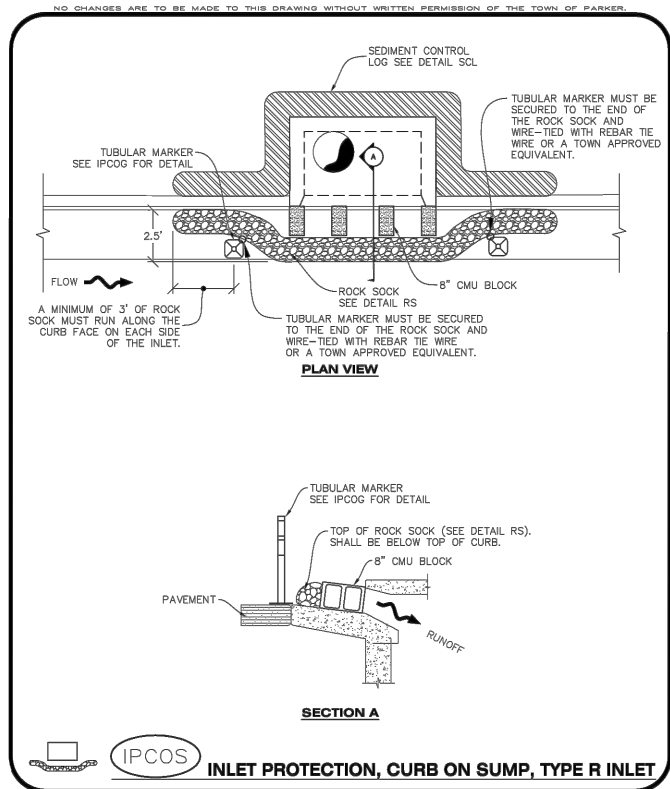




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CONSTRUCTION BEST MANAGEMENT PRACTICES

LP

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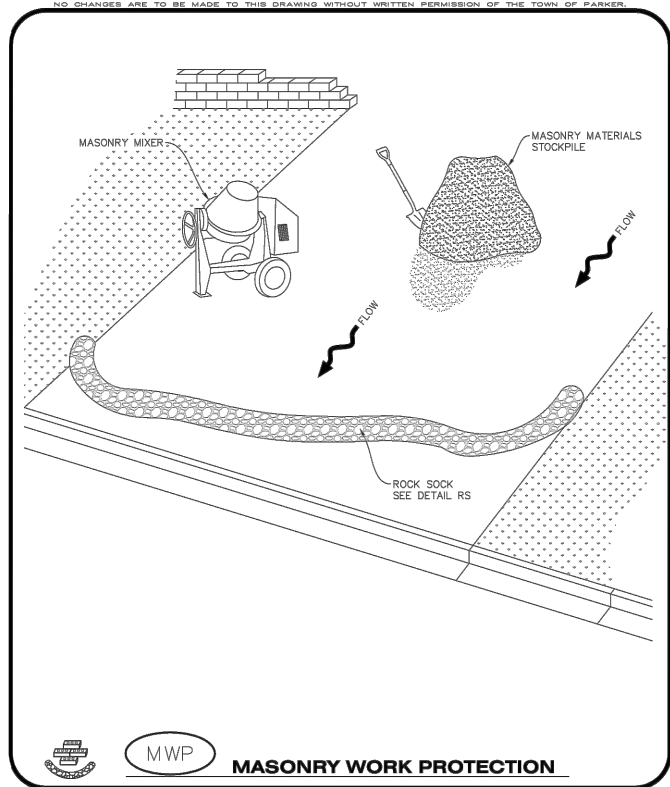




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CONSTRUCTION BEST MANAGEMENT PRACTICES

IPCOG

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Oct. 2013

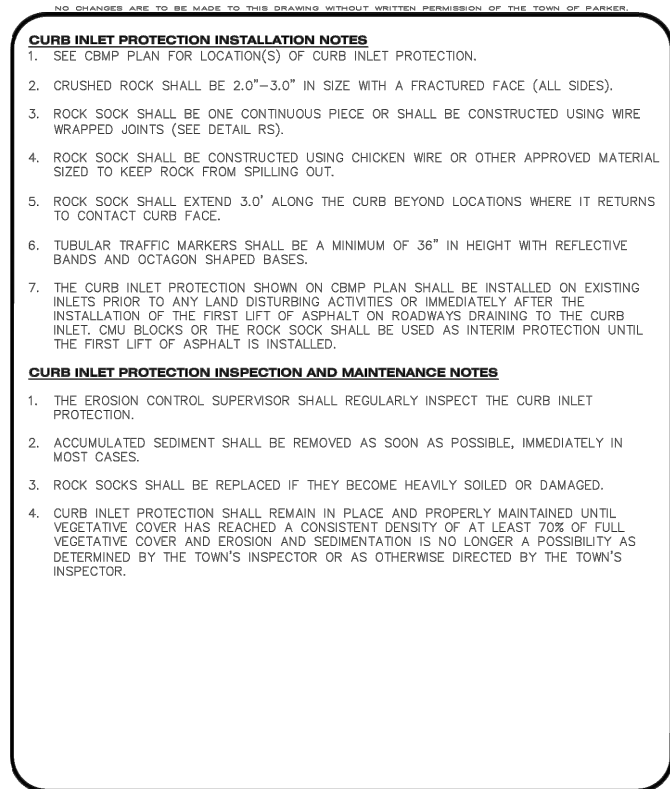




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MWP

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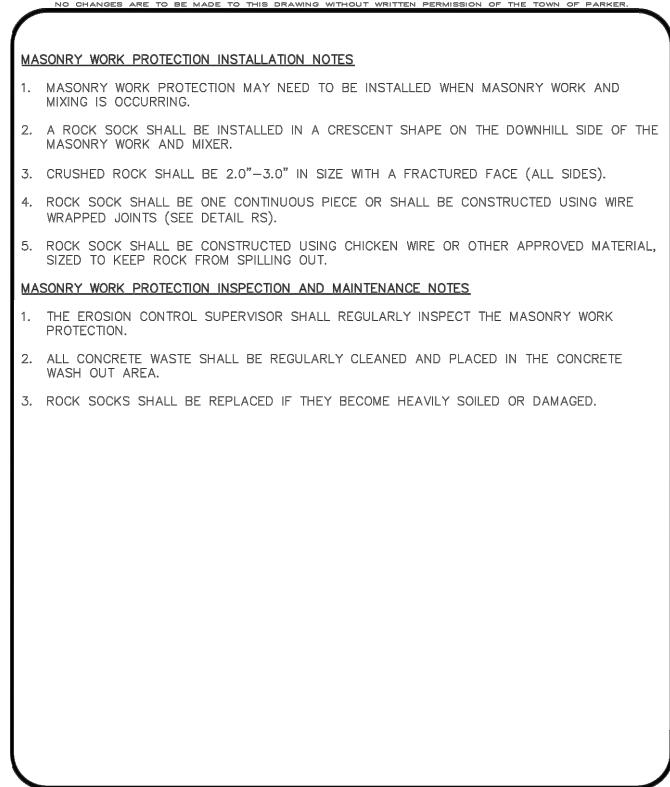




CBMP
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IPCOG

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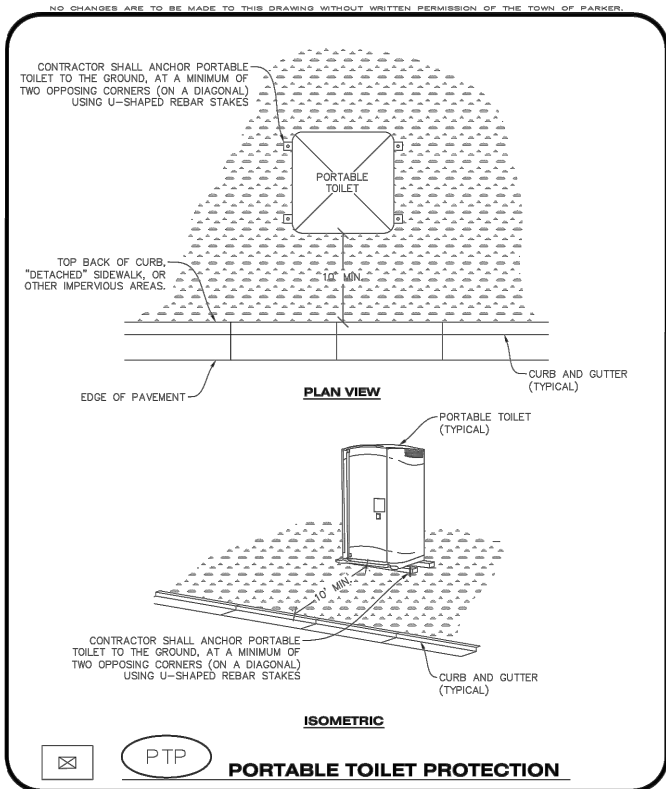
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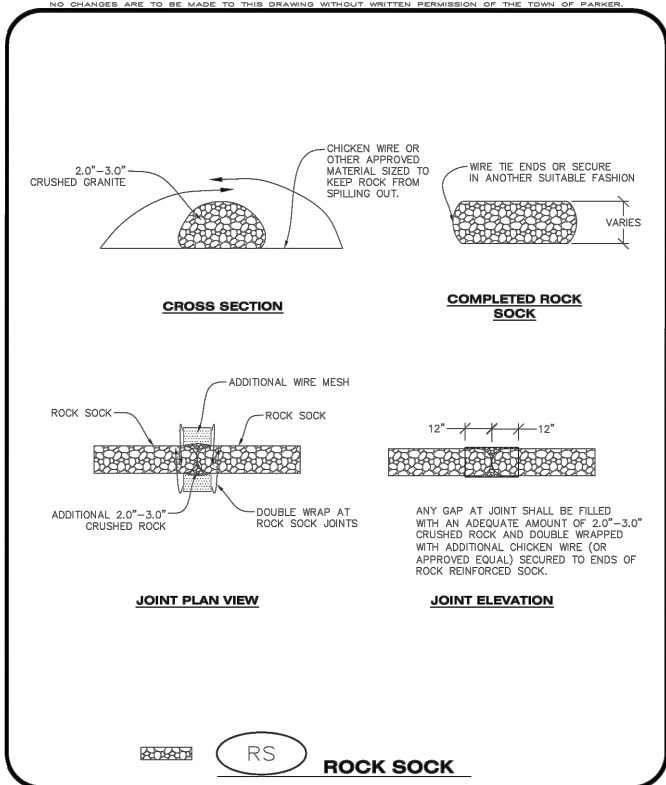
2 OF 2
Oct. 2013

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	PROJECT NO. 19-037.01	SHEET REVISIONS			 MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB			EROSION CONTROL		DRAWING NO. EC-7						
	CHECKED: SAR			GESC DETAILS		SHEET NO.						
						29 OF 33						

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CBMP | **PTP**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
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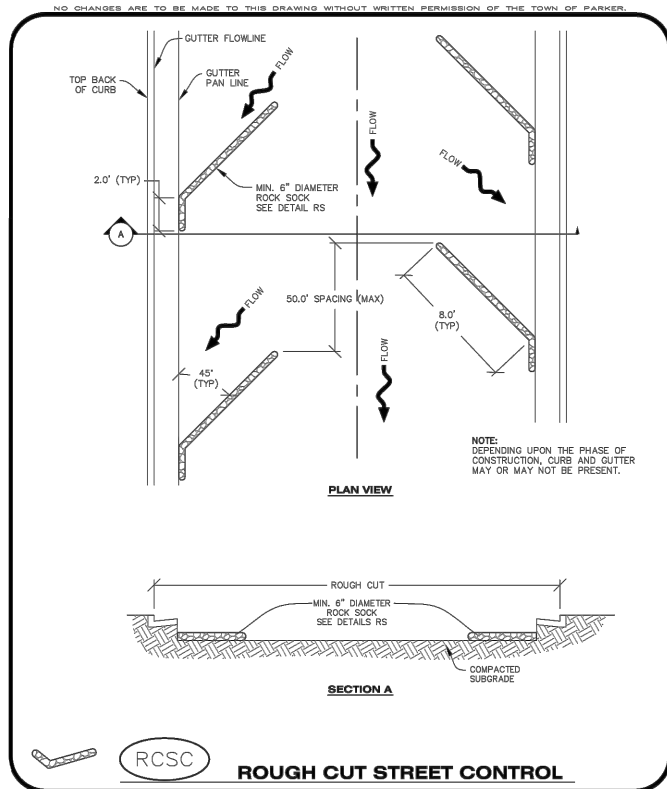
CBMP | **RS**
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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- PORTABLE TOILET PROTECTION INSTALLATION NOTES**
1. PORTABLE TOILETS SHALL BE PLACED A MINIMUM OF 10.0' BEHIND ALL CURBS, SIDEWALKS, AND OTHER IMPERVIOUS AREAS.
 2. ALL PORTABLE TOILETS MUST BE GROUPED TOGETHER.
 3. PORTABLE TOILETS SHALL BE SECURELY ANCHORED TO THE GROUND USING U-SHAPED REBAR STAKES.
 4. U-SHAPED REBAR STAKES SHALL BE POSITIONED ON AT LEAST 2 OPPOSING (DIGITAL) CORNERS.
- PORTABLE TOILET PROTECTION INSPECTION AND MAINTENANCE NOTES**
2. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE PORTABLE TOILET PROTECTION.
 3. PORTABLE TOILETS SHALL BE SERVICED AT THE NECESSARY INTERVALS TO ELIMINATE THE POSSIBILITY OF OVERFLOW.
 4. WHEN THE PORTABLE TOILETS ARE REMOVED, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE TOILETS MAY NEED TO BE LANDSCAPED OR ROUGHENED, SEED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).
 5. PORTABLE TOILETS THAT ARE NOT CONSISTENTLY MAINTAINED IN ACCORDANCE WITH THESE REQUIREMENTS MAY NEED TO BE CLUSTERED TOGETHER, IN ONE CENTRALIZED LOCATION IN ORDER TO INCREASE COMPLIANCE AND REDUCE THE CHANCE OF A SPILL.

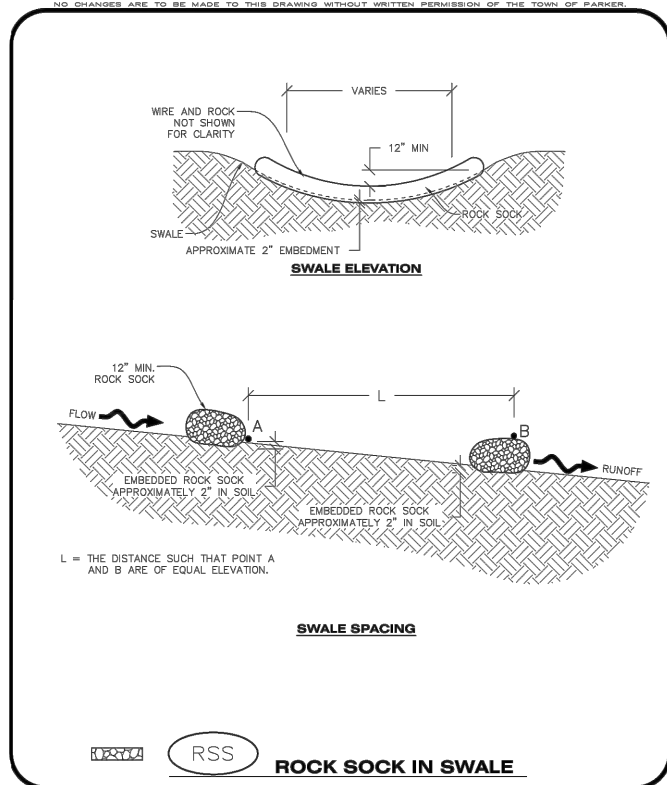
CBMP | **PTP**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 2 OF 2
Town of Parker | COLORADO | Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- ROCK SOCK INSTALLATION NOTES**
1. SEE CBMP PLAN FOR LOCATION(S) OF ROCK SOCK.
 2. CRUSHED ROCK SHALL BE APPROXIMATELY 2.0"-3.0" GRANITE IN SIZE WITH A FRACTURED FACE (ALL SIDES).
 3. ROCK SOCK SHALL BE APPROXIMATELY ONE CONTINUOUS PIECE OR SHALL BE CONSTRUCTED USING WIRE WRAPPED JOINTS (SEE DETAIL RS).
 4. ROCK SOCK SHALL BE CONSTRUCTED USING CHICKEN WIRE OR OTHER APPROVED MATERIAL SIZED TO KEEP ROCK FROM SPILLING OUT.
 5. MINIMUM ROCK SOCK DIAMETER SHALL VARY BASED ON APPLICATION (7" MIN).
 6. TUBULAR MARKERS MAY NEED TO BE USED IN CONJUNCTION WITH ROCK SOCKS ANYTIME THE ROCK SOCK IS PLACED ON A ROADWAY, SIDEWALK, PARKING LOT OR OTHER LOCATION SUSCEPTIBLE TO VEHICLE OR PEDESTRIAN TRAFFIC. TUBULAR MARKERS SHALL CONFORM TO THE TUBULAR MARKER DETAIL.
- ROCK SOCK INSPECTION AND MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE ROCK SOCKS.
 2. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED OR DAMAGED.
 3. ROCK SOCKS SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.

CBMP | **RS**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 2 OF 2
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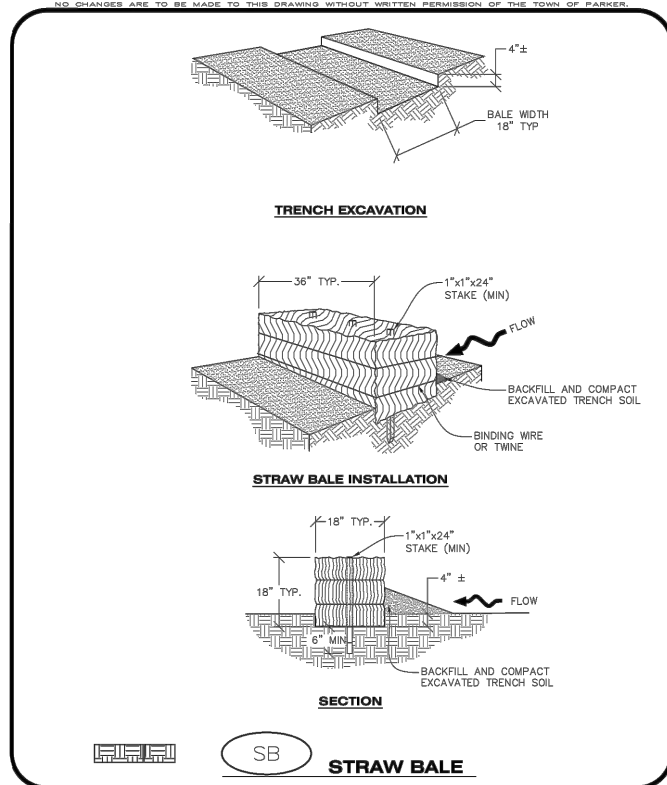
CBMP | **RCSC**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
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CBMP | **RSS**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 1
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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- ROUGH CUT STREET CONTROL INSTALLATION NOTES**
1. SEE CBMP PLAN FOR LOCATION(S) OF ROUGH CUT STREET CONTROL.
 2. THE SPACING OF THE ROUGH CUT STREET CONTROL MAY BE DETERMINED BY THE DESIGN ENGINEER AND SHOWN ON THE CBMP PLAN.
- ROUGH CUT STREET CONTROL INSPECTION AND MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE ROUGH CUT STREET CONTROL.
 2. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS 1/2 THE HEIGHT OF THE ROCK SOCK.
 3. ROUGH CUT STREET CONTROL SHALL BE REPAIRED IMMEDIATELY FOLLOWING ANY SIGN OF WEAR OR ALTERATION OF THE ORIGINAL SHAPE AND DIMENSIONS.
 4. ROUGH CUT STREET CONTROL SHALL BE KEPT IN PLACE AND MAINTAINED UNTIL SUB-GRADE PREPARATION BEGINS FOR PAVING. AT THAT POINT, THE RCSC SHOULD BE REMOVED IN INCREMENTS BASED ON SUBGRADE PREPARATION.

CBMP | **RCSC**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 2 OF 2
Town of Parker | COLORADO | Oct. 2013



CBMP | **SB**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
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PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY



LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

EROSION CONTROL

GESC DETAILS

DATE

2/6/2020

DRAWING NO.

EC-8

SHEET NO.

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PLOTTED: 2/6/2020 2:54:10 PM
NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-GESC.DWG

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

STRAW BALE INSTALLATION NOTES

1. SEE CBMP PLAN FOR LOCATION(S) OF STRAW BALES.
2. TYPICAL STRAW BALES SHALL BE APPROXIMATELY 36"x18"x18".
3. TWO (2) WOODEN STAKES SHALL BE USED TO HOLD EACH BALE IN PLACE. WOODEN STAKES SHALL BE A MINIMUM OF 1"x1"x24".
4. WOODEN STAKES SHALL BE PLACED APPROXIMATELY 6" INTO THE GROUND.
5. STRAW BALES SHALL BE SPACED AND POSITIONED ACCORDING TO DETAILS.

STRAW BALE INSPECTION AND MAINTENANCE NOTES

1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE STRAW BALES.
2. ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE THE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE STRAW BALE.
3. STRAW BALES MAY NEED TO BE REPLACED IF THEY BECOME HEAVILY SOILED, ROTTEN, OR OTHERWISE DAMAGED.
4. STRAW BALES SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN INSPECTOR.
5. WHEN THE STRAW BALES ARE REMOVED, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE STRAW BALES MAY NEED TO BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).

CBMP **SB**
CONSTRUCTION BEST MANAGEMENT PRACTICES 2 OF 2
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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

A MIN. OF 1"x1"x48" WOODEN STAKES SHALL BE PLACED ON THE DOWNHILL SIDE OF THE SILT FENCE FABRIC. A 1-1/2" X 1/4" STAKE OR LATH SHALL BE STAPLED OR NAILED TO THE 48" STAKE ON THE UPHILL SIDE OF THE FABRIC SUCH THAT IT IS FLUSH AGAINST THE FABRIC AND STAKE. LENGTH OF STAKE IS DEPENDENT UPON HEIGHT OF FENCE. ALSO SEE ALTERNATIVE INSTALLATION - 360° TWIST DETAIL.

10.0' (MAX) STAKE SPACING

36" MIN

10" DEEP TRENCH

10" STRAIGHT DOWN

SEDIMENT FROM RUNOFF

FLOW

—X—X— **SF** **SILT FENCE**

CBMP **SF**
CONSTRUCTION BEST MANAGEMENT PRACTICES 1 OF 4
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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

9" DIAMETER (MIN.) SEDIMENT CONTROL LOG

1"x1"x18" (MIN.) WOODEN STAKE

3"±

3"

FLOW

CENTER STAKE IN CONTROL LOG

9" DIAMETER (MIN.) SEDIMENT CONTROL LOG

3"

COMPACTED EXCAVATED TRENCH SOIL

SECTION A

SEDIMENT CONTROL LOG

SCL

CBMP **SCL**
CONSTRUCTION BEST MANAGEMENT PRACTICES 1 OF 3
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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

ATTACH 1-1/2" X 1/4" STAKE OR LATH ON UPHILL SIDE OF SILT FENCE FABRIC OR USE 360° TWIST ALTERNATIVE INSTALLATION

1"x1"x48" WOODEN STAKE ON DOWNHILL SIDE OF SILT FENCE FABRIC.

SILT FENCE FABRIC

COMPACTED BACKFILL

BURY SILT FENCE 10" STRAIGHT DOWN

10" MIN

12" MIN

UNDISTURBED VEGETATION ON DOWNHILL SIDE

POSTS SHALL BE JOINED AS SHOWN, THEN ROTATED 180 DEG. IN DIRECTION SHOWN AND DRIVEN INTO THE GROUND.

NOTE: THICKNESS OF GEOTEXTILE HAS BEEN EXAGGERATED FOR CLARITY.

POSTS SHALL OVERLAP AT JOINTS SO THAT NO GAPS EXIST IN SILT FENCE

ROTATE SECOND

JOIN FIRST

INSTALLATION DETAIL

JOINT SECTIONS

STAPLE FABRIC TO WOODEN STAKE

1"x1"x48" WOODEN STAKE

AFTER FABRIC IS STAPLED TO STAKE, ROTATE STAKE 360°

SILT FENCE FABRIC

STEP 1

STEP 2

ALTERNATIVE INSTALLATION - 360° TWIST

—X—X— **SF** **SILT FENCE**

CBMP **SF**
CONSTRUCTION BEST MANAGEMENT PRACTICES 2 OF 4
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CENTER STAKE IN SEDIMENT CONTROL LOG

9" DIAMETER (MIN.) SEDIMENT CONTROL LOG

PLACE LOG AGAINST BACK OF CURB

FLOW

COMPACTED EXCAVATED TRENCH SOIL

SEDIMENT CONTROL LOG AT BACK OF CURB

CENTER STAKE IN SEDIMENT CONTROL LOG

9" DIAMETER (MIN.) SEDIMENT CONTROL LOG

SIDEWALK (TYPICAL)

FLOW

PLACE CONTROL LOG AGAINST SIDEWALK

6" MIN

12" OVERLAP (MIN)

1"x1"x18" (MIN.) WOODEN STAKE

9" DIAMETER (MIN.) SEDIMENT CONTROL LOG

SEDIMENT CONTROL LOG AT SIDEWALK WITH TREE LAWN

SEDIMENT CONTROL LOG JOINTS

SCL **SEDIMENT CONTROL LOG**

CBMP **SCL**
CONSTRUCTION BEST MANAGEMENT PRACTICES 2 OF 3
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

SILT FENCE INSTALLATION NOTES

1. SEE CBMP PLAN FOR LOCATION(S) OF SILT FENCE.
2. ALL SILT FENCE SHALL BE INSTALLED IN GOOD CONDITION AND FREE OF ANY DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
3. A UNIFORM 10" DEEP ANCHOR TRENCH SHALL BE EXCAVATED USING A TRENCHER.
4. A 10" DEEP ANCHOR SILT SHALL BE FORMED IF USING A STATIC SLICING METHOD.
5. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF THE ANCHOR TRENCH.
6. ANCHOR TRENCH SHALL BE GENERALLY FREE OF ROCKS OR OTHER DEBRIS PRIOR TO THE PLACEMENT OF THE SILT FENCE.
7. THE ANCHOR TRENCH SHALL BE THOROUGHLY BACKFILLED WITH SOIL THAT IS GENERALLY FREE OF ROCKS AND DEBRIS.
8. ALL EXCAVATED MATERIAL SHALL BE PLACED ON THE UP-GRAIDENT SIDE OF THE SILT FENCE.
9. STAKES SHALL BE POSITIONED ON THE DOWNHILL SIDE OF THE SILT FENCE FABRIC AND PLACED ON 10.0' CENTERS OR LESS. STAKES SHALL BE EMBEDDED A MINIMUM OF 12" INTO THE GROUND. A WOODEN LATH SHALL BE ATTACHED TO THE OPPOSING (UPHILL) SIDE OF THE STAKE FOR ADDED STRENGTH AND SUPPORT. THE LATH SHALL HAVE THE FOLLOWING DIMENSIONS: 1"x3/4"x24".
10. SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD NOT BE SIGNIFICANT SAGGING ALONG ANY PORTION OF THE SILT FENCE AFTER IT HAS BEEN ANCHORED TO THE STAKES.
11. SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES AND LATHS USING STAPLES OR NAILS OF AN APPROXIMATE LENGTH. ENOUGH STAPLES AND NAILS SHOULD BE PLACED ALONG THE LATH TO ENSURE PROPER ATTACHMENT.
12. SILT FENCE FABRIC SHALL MEET THE FOLLOWING MANDATORY REQUIREMENTS:

PROPERTIES	TEST METHOD	MANDATORY REQUIREMENTS
GRAB TENSILE STRENGTH	ASTM D 4632	≥ 124 LBS
MULLEN BURST STRENGTH	ASTM D 3786	≥ 300 PSI
PUNCTURE STRENGTH	ASTM D 4833	≥ 60 LBS
TRAPEZOID TEAR STRENGTH	ASTM D 4533	≥ 65 LBS
UV RESISTANCE	ASTM D 4355	> 80% AT 500 HOURS OF UV EXPOSURE
FLOW RATE	ASTM D 4491	≥ 10 GAL/MIN/FT2

13. AN ORIGINAL PRODUCT SPECIFICATION SHEET FROM THE SILT FENCE MANUFACTURER SHALL BE MADE AVAILABLE AT THE REQUEST OF THE TOWN'S INSPECTOR. THE PRODUCT SPECIFICATION SHEET SHALL PROVIDE THE RESULTS FOR THE TEST METHODS ABOVE.
14. SILT FENCE JOINTS SHALL BE CONNECTED ACCORDING TO THE ATTACHED DRAWING.
15. SILT FENCE THAT IS INSTALLED BEHIND CURBS AND SIDEWALKS MUST BE DONE SO THAT NO MORE THAN A 2" GAP EXISTS BETWEEN CONCRETE AND THE SILT FENCE. EROSION CONTROL BLANKETING (ECB) BETWEEN THE GAP MAY BE REQUIRED IN INSTANCES WHERE THIS DOES NOT OCCUR.

CBMP **SF**
CONSTRUCTION BEST MANAGEMENT PRACTICES 3 OF 4
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

SEDIMENT CONTROL LOG INSTALLATION NOTES

1. SEE CBMP PLAN FOR LOCATION(S) OF SEDIMENT CONTROL LOGS.
2. ALL SEDIMENT CONTROL LOGS SHALL BE INSTALLED FREE OF DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
3. SEDIMENT CONTROL LOGS SHALL BE INSTALLED IMMEDIATELY ADJACENT TO AN IMPERVIOUS SURFACE SUCH AS A CURB HEAD, SIDEWALK, INLET LID, ETC. NO GAPS SHALL EXIST BETWEEN THE SEDIMENT CONTROL LOG AND THE IMPERVIOUS SURFACE.
4. A UNIFORM 3" DEEP ANCHOR TRENCH (APPROX.) IN THE SHAPE OF A HALF-SPHERE SHALL BE EXCAVATED USING A TRENCHER, SPADE-SHAPED SHOVEL, OR PICK. THE ANCHOR TRENCH SHALL BE SIZED TO ALLOW FOR THE SEDIMENT CONTROL LOG TO SEAT TIGHTLY AGAINST THE ANCHOR TRENCH.
5. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF THE ANCHOR TRENCH AND PROPERLY COMPACTED.
6. ANCHOR TRENCH SHALL BE RELATIVELY FREE OF ROCKS OR OTHER DEBRIS PRIOR TO THE PLACEMENT.
7. ALL SEDIMENT CONTROL LOGS SHALL BE PLACED 3" (APPROX.) BELOW THE GROUND AND PULLED TIGHT ON BOTH ENDS TO REMOVE ANY CURVES OR SNAGS.
8. THE UPHILL SIDE OF THE SEDIMENT CONTROL LOG SHALL BE BACKFILLED WITH SOIL THAT IS RELATIVELY FREE OF ROCKS AND DEBRIS. THE SOIL SHALL BE TIGHTLY COMPACTED AGAINST THE GROUND AND SEDIMENT CONTROL LOG USING A SHOVEL, OR SIMILAR DEVICE.
9. SEDIMENT CONTROL LOG STAKES SHALL BE MADE OF WOOD AND SECURELY ANCHOR THE SCL IN PLACE.
10. STAKES SHALL BE PLACED ON 4.0' CENTERS AND EMBEDDED APPROXIMATELY 6" INTO THE GROUND. STAKES THAT ARE BROKEN PRIOR TO OR DURING INSTALLATION SHALL BE REPLACED.
11. SEDIMENT CONTROL LOGS SHALL OVERLAP A MINIMUM OF 12". THE OVERLAPPING SHALL OCCUR ON THE UP-GRADIENT SIDE OF THE LOGS.
12. SEDIMENT CONTROL LOGS SHALL BE STAKED WITHIN 6" FROM EACH END.
13. SEDIMENT CONTROL LOGS THAT ARE INSTALLED BEHIND CURBS AND SIDEWALKS MUST BE DONE SO THAT NO MORE THAN A 2" GAP EXISTS BETWEEN THE CONCRETE AND THE LOG. EROSION CONTROL BLANKETING (ECB) BETWEEN THE GAP MAY BE REQUIRED IN INSTANCES WHERE THIS DOES NOT OCCUR.

SEDIMENT CONTROL LOG INSPECTION AND MAINTENANCE NOTES

1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE SEDIMENT CONTROL LOGS.
2. ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE THE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 THE HEIGHT OF EXPOSED LOG.
3. SEDIMENT CONTROL LOGS SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
4. SEDIMENT CONTROL LOGS SHALL BE REPLACED WHEN THERE ARE ANY SIGNS OF WEAR OR DAMAGE THAT WOULD PREVENT THE SCL FROM FUNCTIONING AS DESIGNED.
5. WHEN THE SEDIMENT CONTROL LOGS ARE REMOVED, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE SEDIMENT CONTROL LOGS MAY NEED TO BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).

CBMP **SCL**
CONSTRUCTION BEST MANAGEMENT PRACTICES 3 OF 3
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

ATTACH 1-1/2" X 1/4" STAKE OR LATH ON UPHILL SIDE OF SILT FENCE FABRIC OR USE 360° TWIST ALTERNATIVE INSTALLATION

1"x1"x48" WOODEN STAKE ON DOWNHILL SIDE OF SILT FENCE FABRIC.

SILT FENCE FABRIC

COMPACTED BACKFILL

BURY SILT FENCE 10" STRAIGHT DOWN

10" MIN

12" MIN

UNDISTURBED VEGETATION ON DOWNHILL SIDE

POSTS SHALL BE JOINED AS SHOWN, THEN ROTATED 180 DEG. IN DIRECTION SHOWN AND DRIVEN INTO THE GROUND.

NOTE: THICKNESS OF GEOTEXTILE HAS BEEN EXAGGERATED FOR CLARITY.

POSTS SHALL OVERLAP AT JOINTS SO THAT NO GAPS EXIST IN SILT FENCE

ROTATE SECOND

JOIN FIRST

INSTALLATION DETAIL

JOINT SECTIONS

STAPLE FABRIC TO WOODEN STAKE

1"x1"x48" WOODEN STAKE

AFTER FABRIC IS STAPLED TO STAKE, ROTATE STAKE 360°

SILT FENCE FABRIC

STEP 1

STEP 2

ALTERNATIVE INSTALLATION - 360° TWIST

—X—X— **SF** **SILT FENCE**

CBMP **SF**
CONSTRUCTION BEST MANAGEMENT PRACTICES 2 OF 4
Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS
DRAWN: MAB
CHECKED: SAR

100% DESIGN
PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY

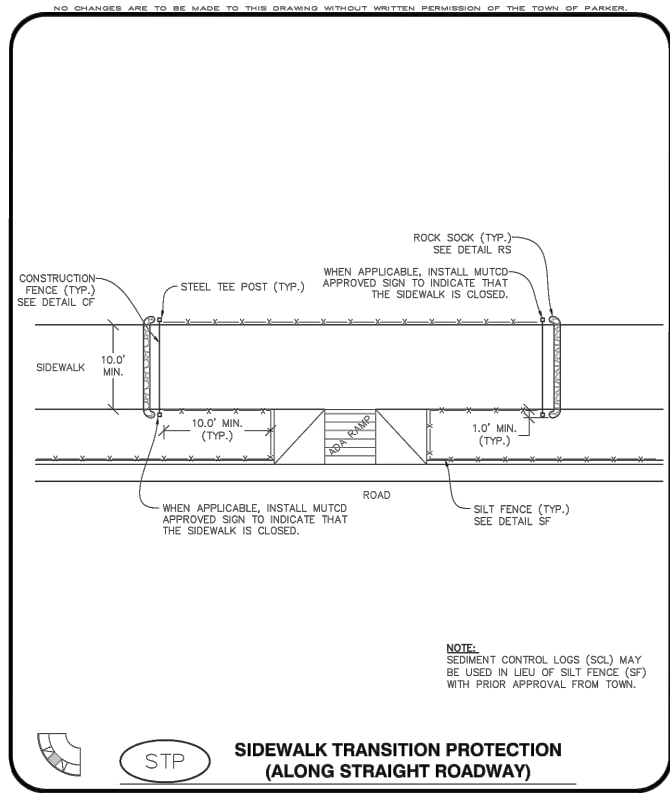
MULLER
ENGINEERING COMPANY
777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

MHFD
MILE HIGH FLOOD DISTRICT

PARKER
COLORADO

LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS
EROSION CONTROL
GESC DETAILS
DATE 2/6/2020
DRAWING NO. EC-9
SHEET NO. 31 OF 33

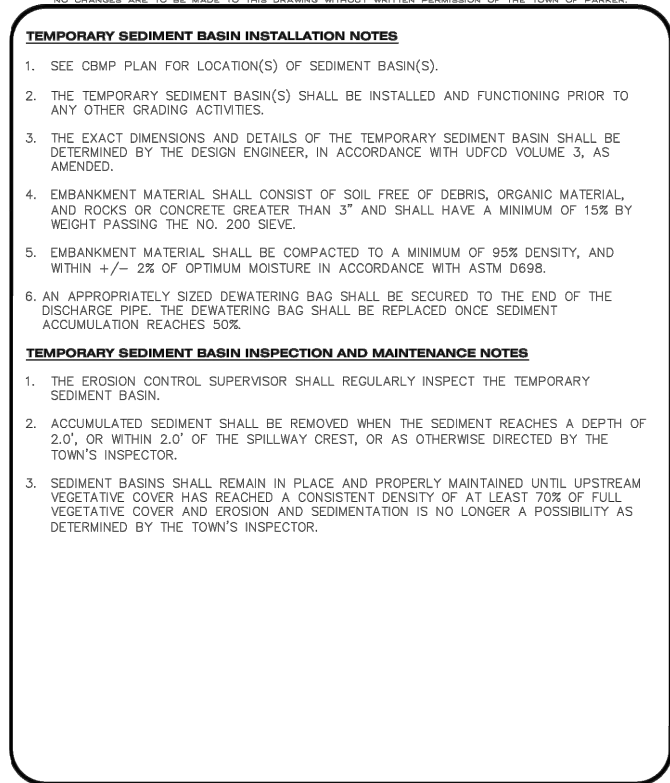
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CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

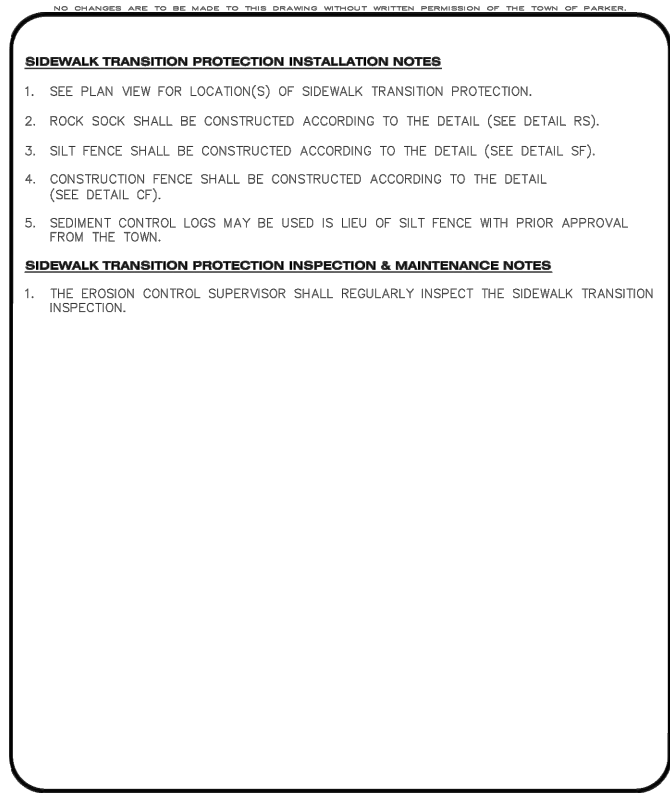
STP
2 OF 3
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

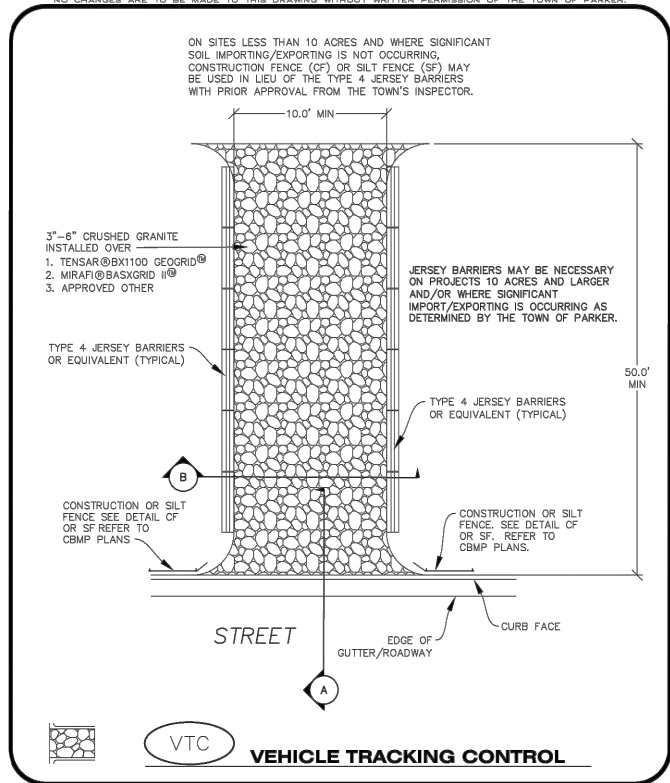
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Oct. 2013





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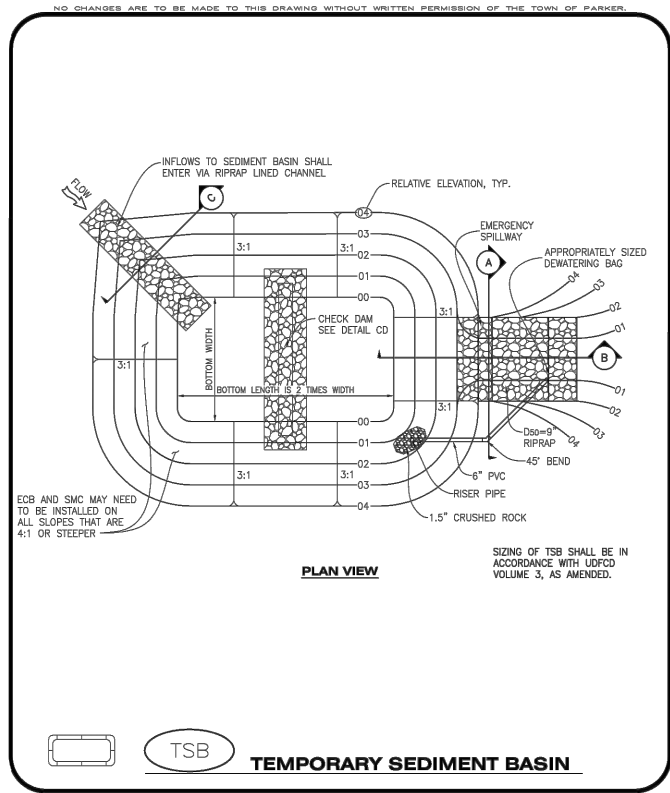
STP
3 OF 3
Oct. 2013





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CONSTRUCTION BEST MANAGEMENT PRACTICES

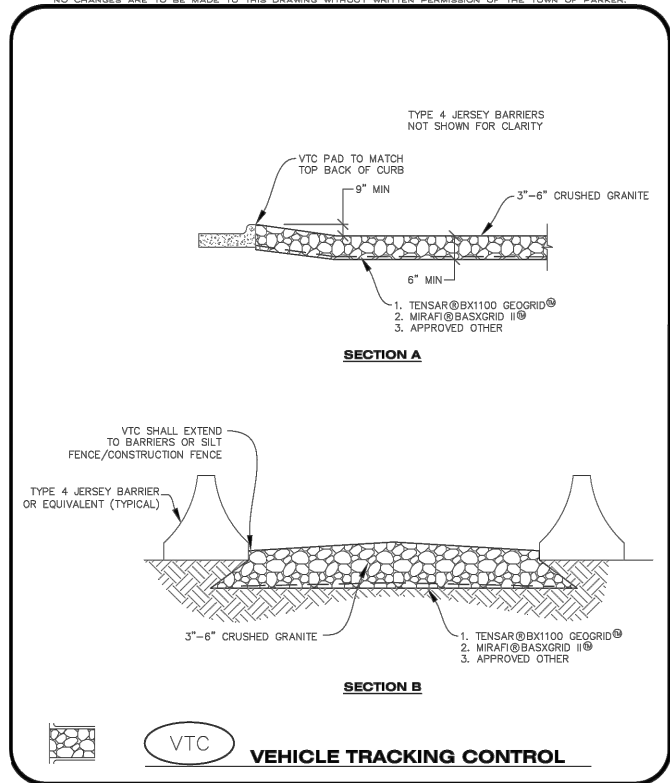
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1 OF 3
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

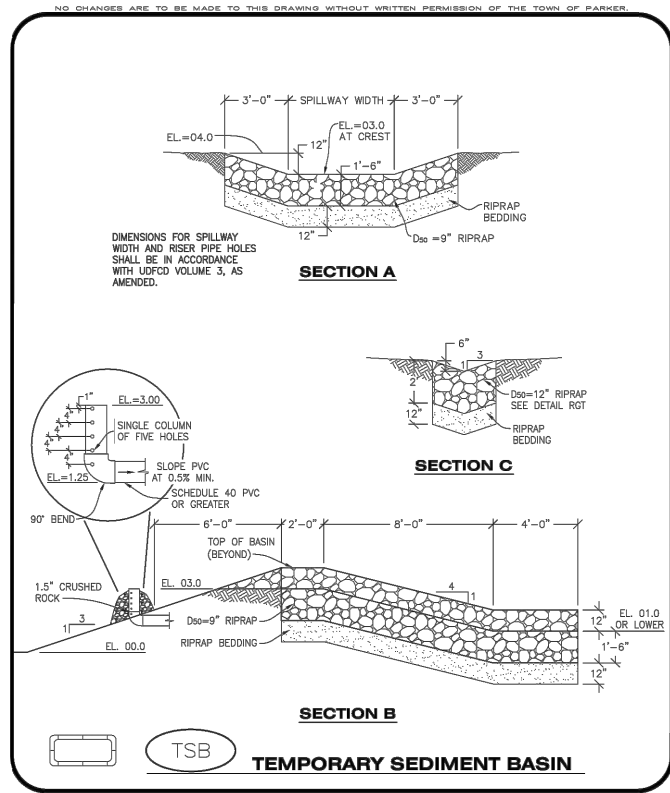
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1 OF 3
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

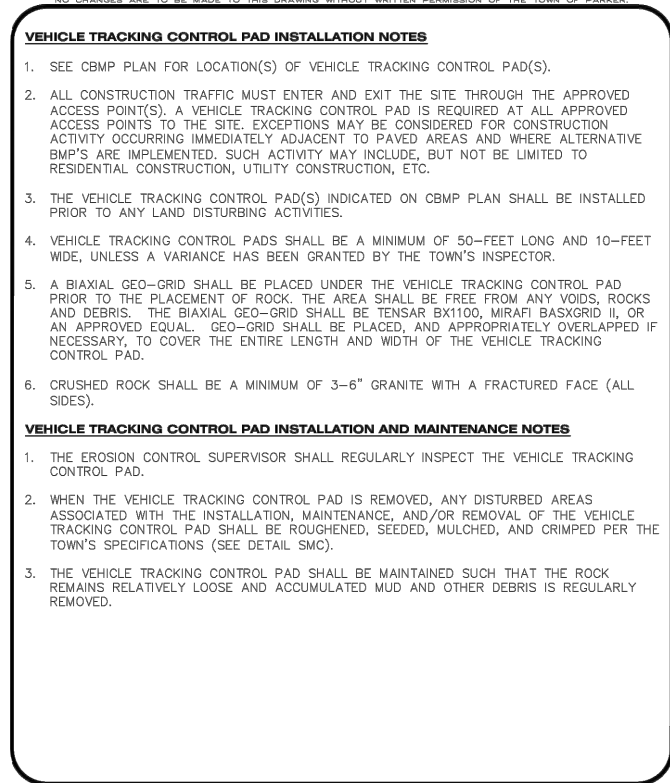
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2 OF 3
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

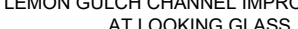
TSB
2 OF 3
Oct. 2013

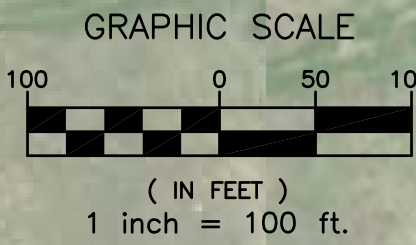
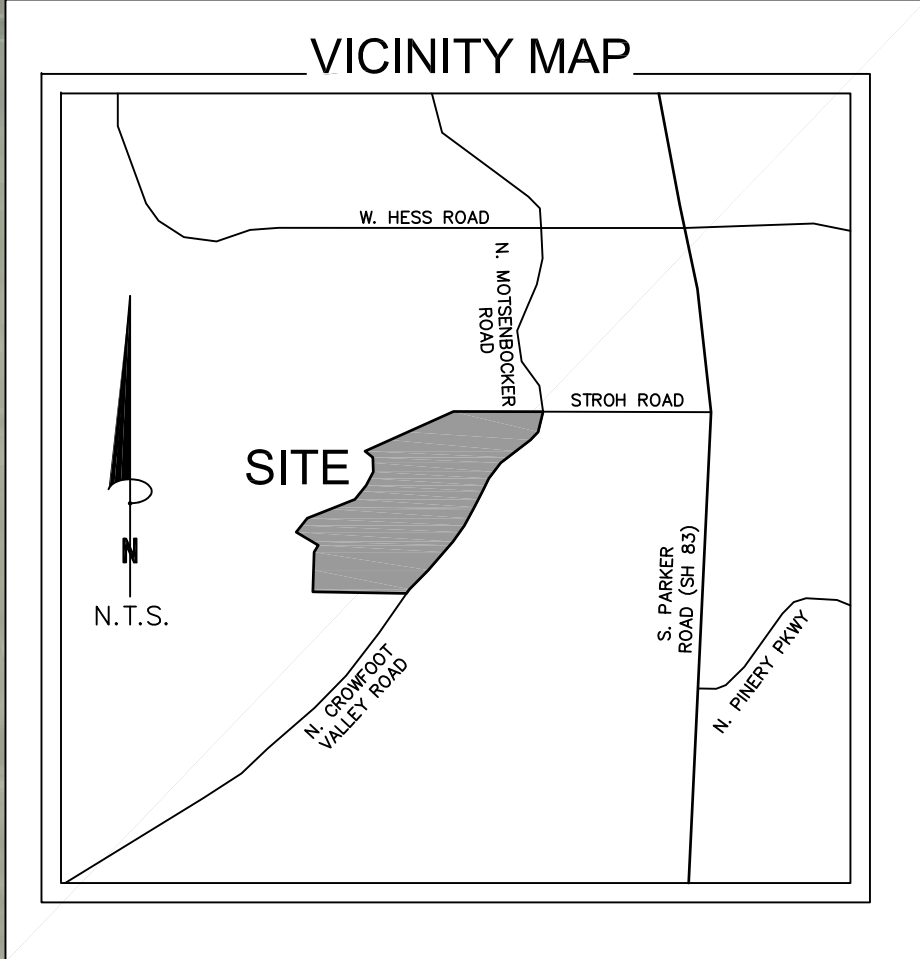




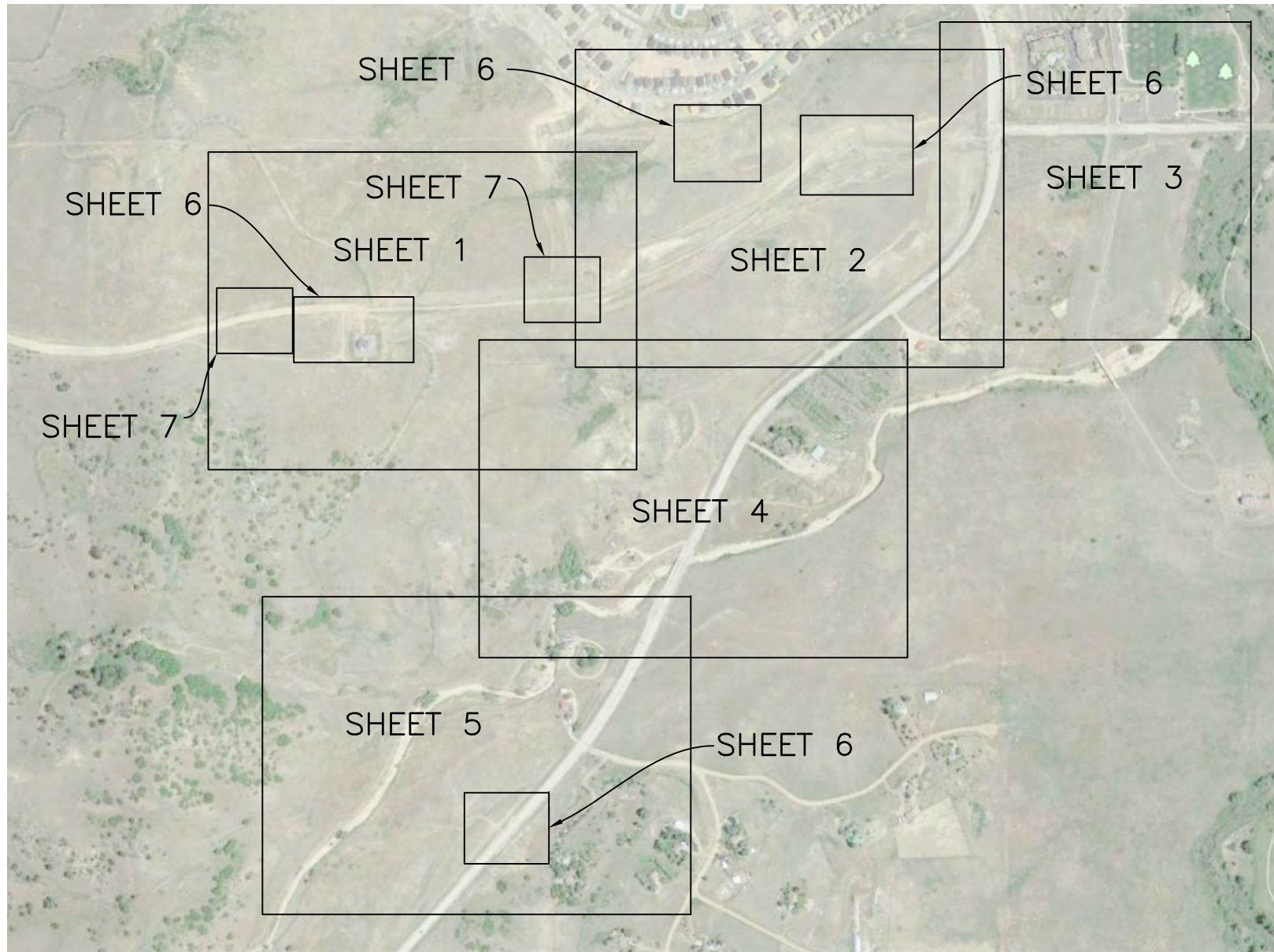
CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

VTC
3 OF 3
Oct. 2013

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		
	DRAWN: MAB		PROJECT NO. 19-037.01	NO.	DATE	DESCRIPTION				BY	EROSION CONTROL	
	CHECKED: SAR											
												GESC DETAILS



KEY MAP:



NOTES:

1. This is a topographic map. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed Clark Land surveying Inc.
2. Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Public utility locate request was made under Ticket No. A916102859-00A dated 06/10/19.
3. BENCHMARK: Elevation = 6126.68' (NGVD 1929).
4. Field work for this survey was completed on July 1, 2019.
5. All services are modelled using RTK GPS surveyed locations from site markings as located by Clark Land Surveying.
6. This plan has been prepared for design only, All services must be located/potholed by the contractor prior to excavation or construction.
7. All levels noted, refer to existing ground level where survey was taken. Depth indicators noted down to service, represent approx. depth to top of service, as marked up on site using GPR.
8. Boundaries have been shown in an approximate way only, information obtained from overlays and/or images may be used as a guide only

LEGEND:	
	SITE BENCHMARK
	FOUND MONUMENT (ALIQUT)
	FOUND CONTROL POINT
	FOUND MONUMENT (AS NOTED)
	SANITARY MANHOLE
	STORM MANHOLE
	FIRE HYDRANT
	WATER VALVE
	WATER MANHOLE
	WATER MARKER
	WATER WELL
	ELECTRIC TRANSFORMER
	ELECTRIC VAULT
	TELEPHONE MANHOLE
	TELEPHONE VAULT
	TELEPHONE PEDESTAL
	TELEPHONE MARKER
	GAS MARKER
	TRAFFIC SIGNAL LIGHT
	TRAFFIC CROSSWALK BUTTON
	TRAFFIC SIGNAL MAST
	STORM LINE (UNDERGROUND)
	WATER LINE (UNDERGROUND)
	GAS LINE (UNDERGROUND)
	ELECTRIC LINE (UNDERGROUND)
	ELECTRIC LINE (OVERHEAD)
	TELEPHONE LINE (UNDERGROUND)
	CONCRETE AREA
	QUALITY LEVEL "A"
	QUALITY LEVEL "B"
	QUALITY LEVEL "C"
	QUALITY LEVEL "D"

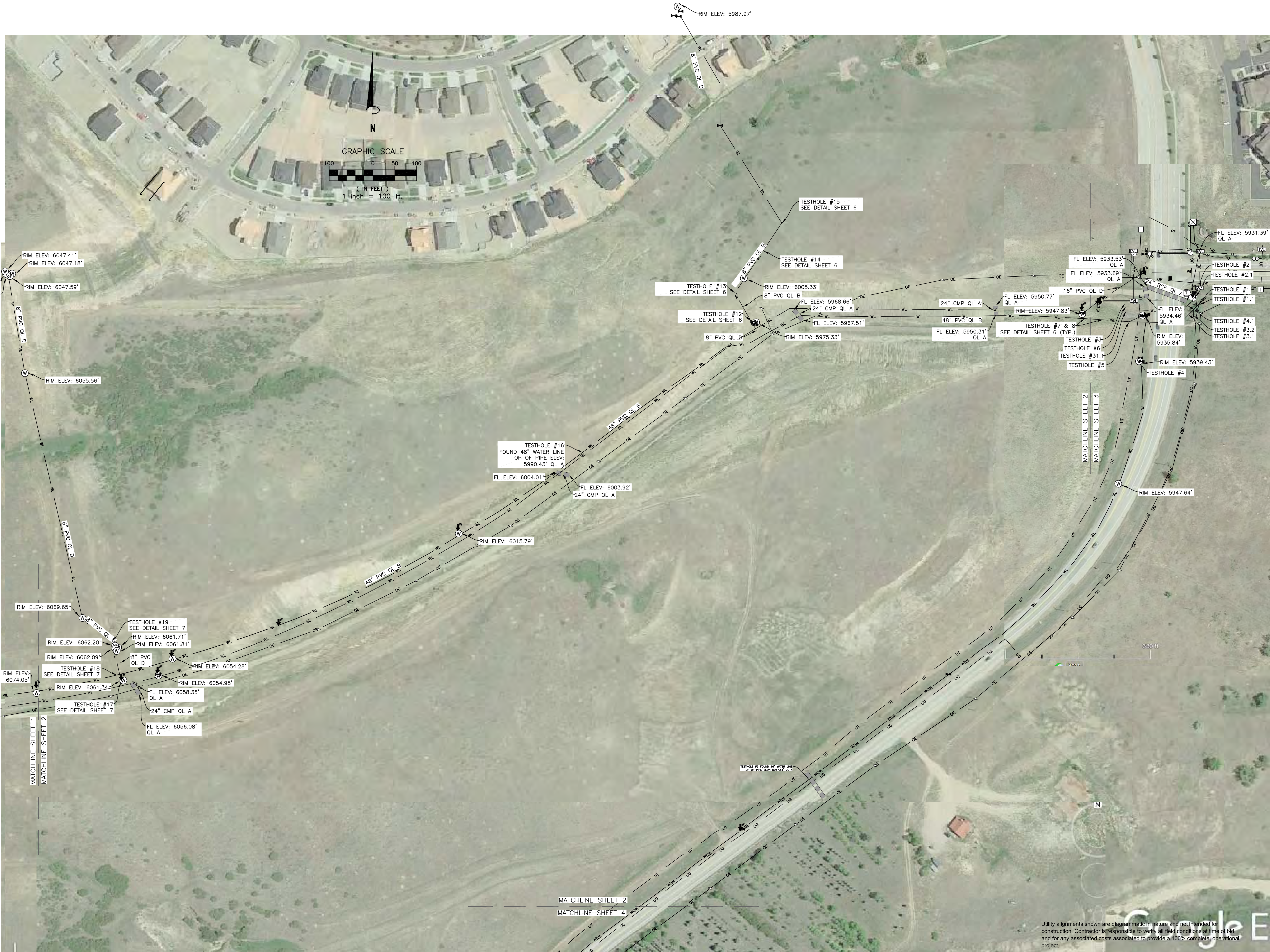
Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Notice: According to Colorado law you must commence any legal action based upon any claim or defect in this survey within 180 days of the date of the certification shown hereon. you first discover such defect in no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revisions	
No.	Description
1	ADDITIONAL DETAILS



TOPOGRAPHIC SURVEY

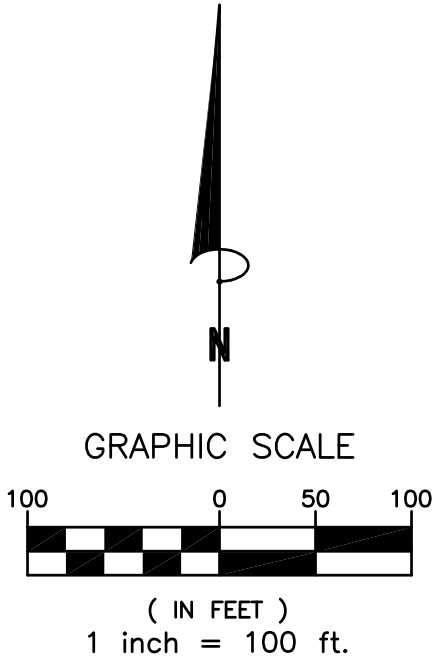
A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No. 190454
Drawn By: PLZ
Checked By:
Date: 10/02/2019
Sheet 2 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the date of the survey. No action may be commenced more than ten years from the date of the certification shown herein.

Revisions

No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

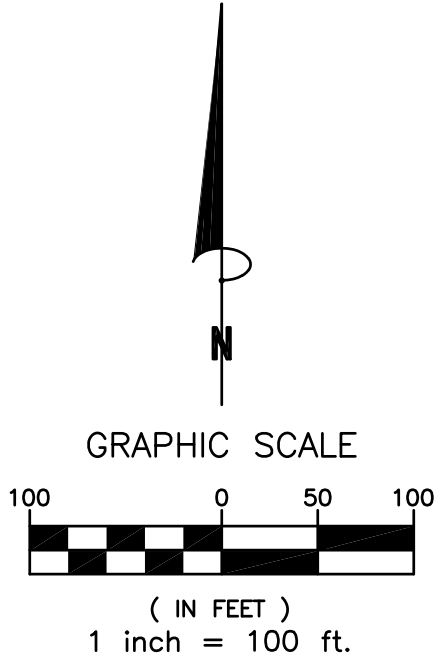
TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	Drawn By: PLZ	Checked By:	Date: 10/02/2019
				Sheet 3 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revisions		
No.	Description	Date
1	ADDITIONAL DETAILS	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

TOPOGRAPHIC SURVEY

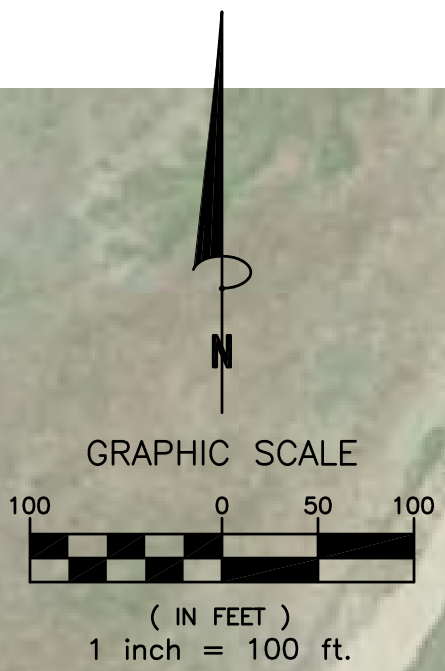
A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	
	Drawn By: PLZ	Checked By:

Date: 10/02/2019
Sheet 4 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event may any action be commenced later than ten years from the date of the certification shown hereon.

Revisions			
No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

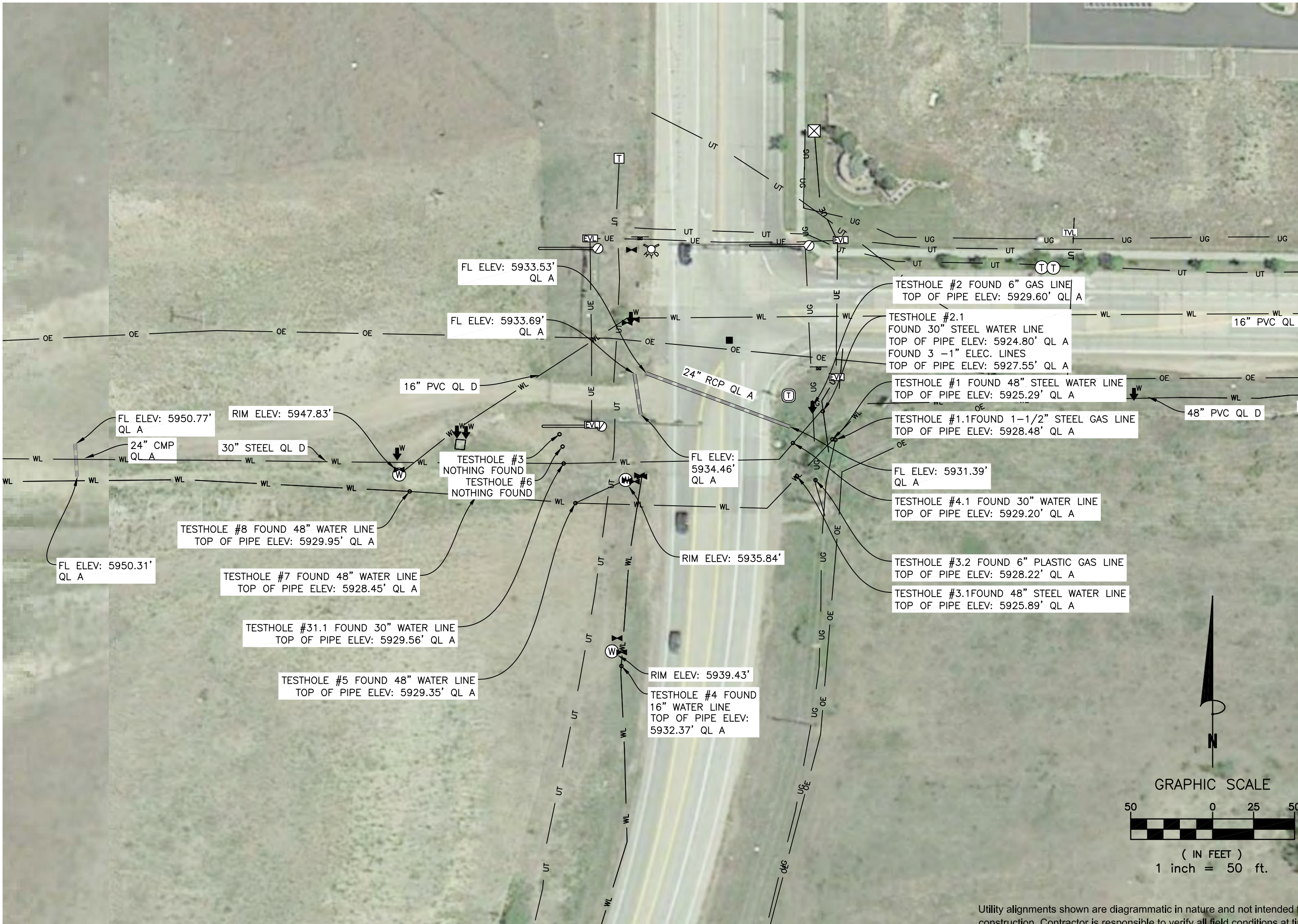
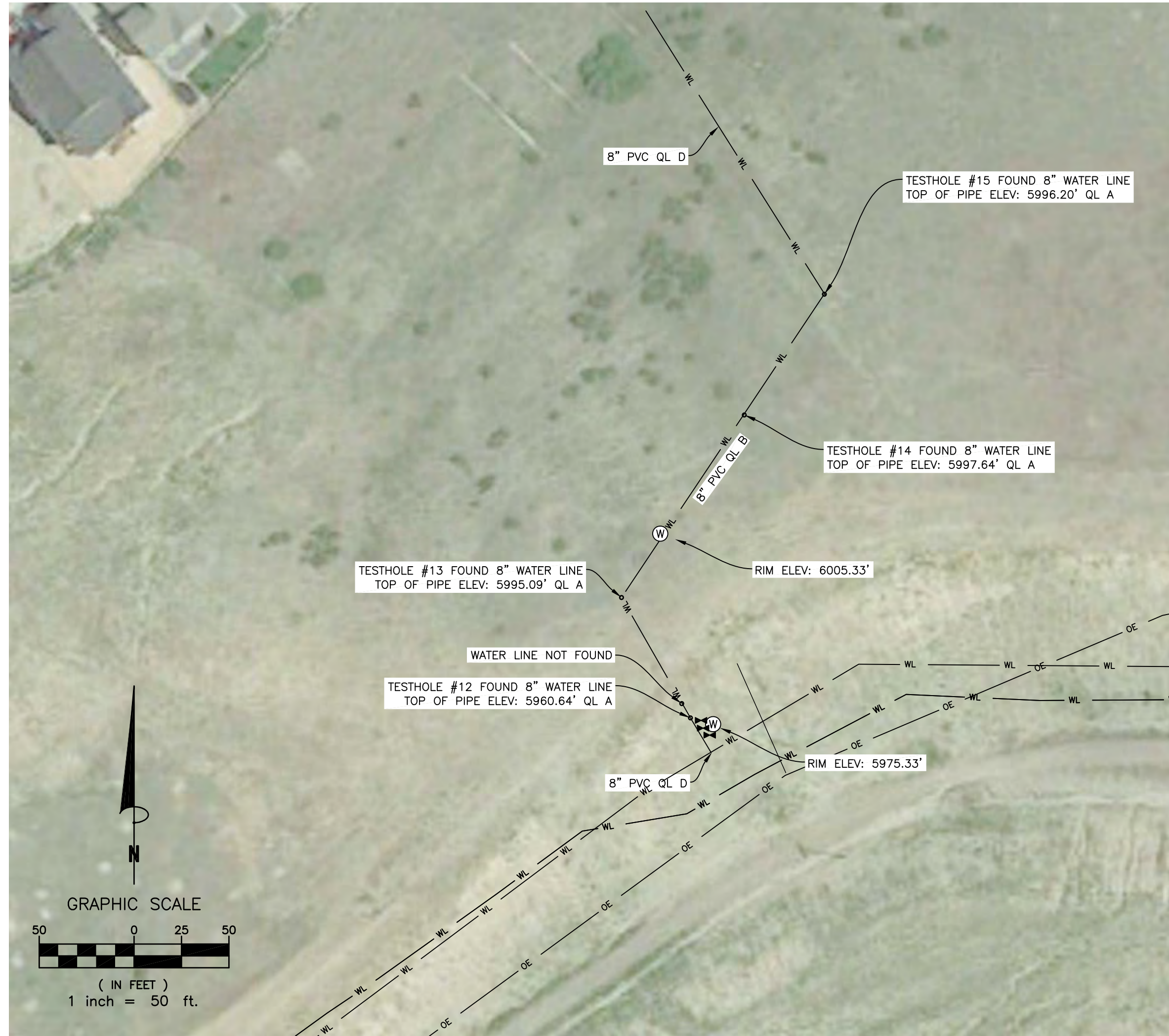
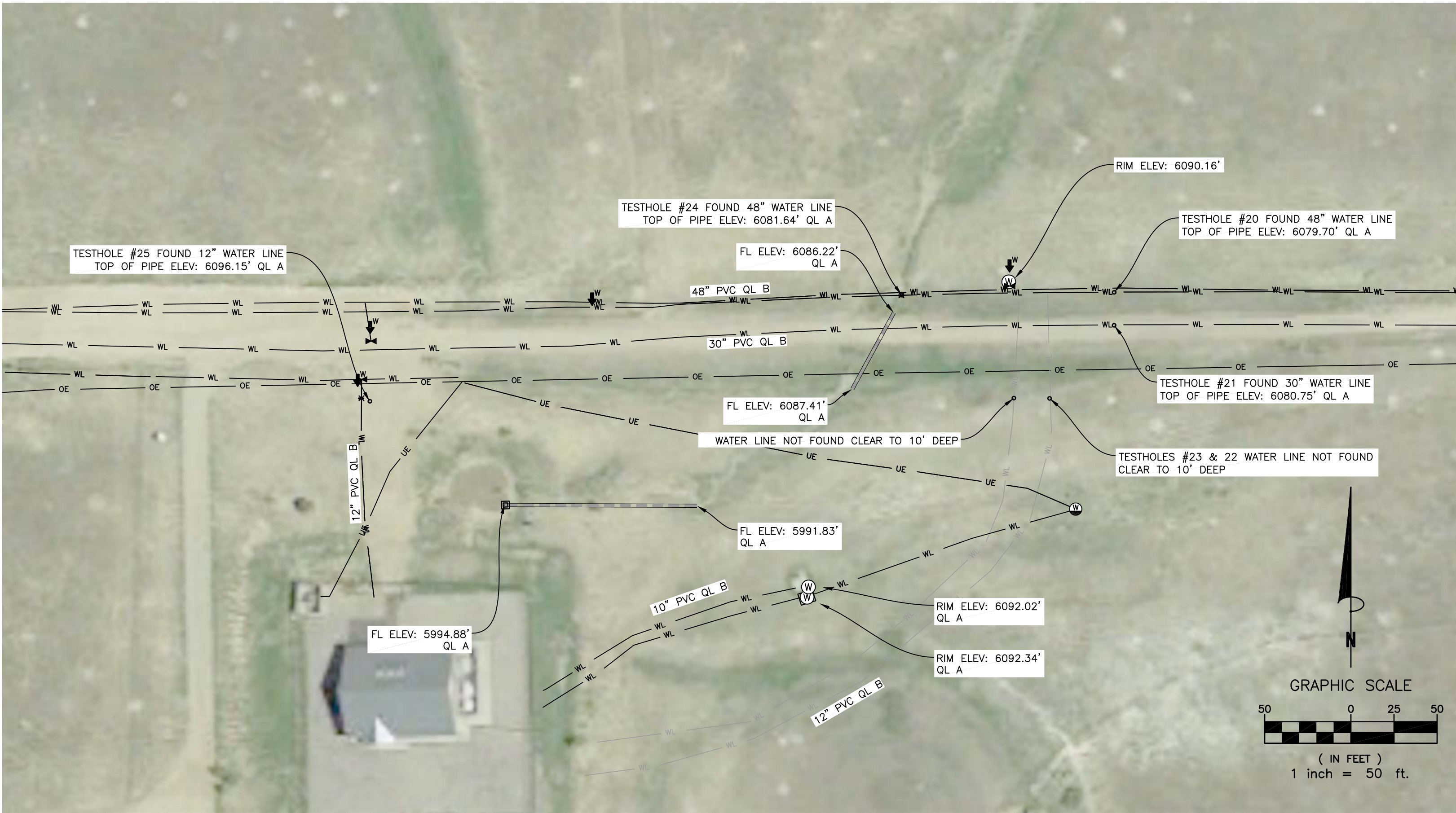
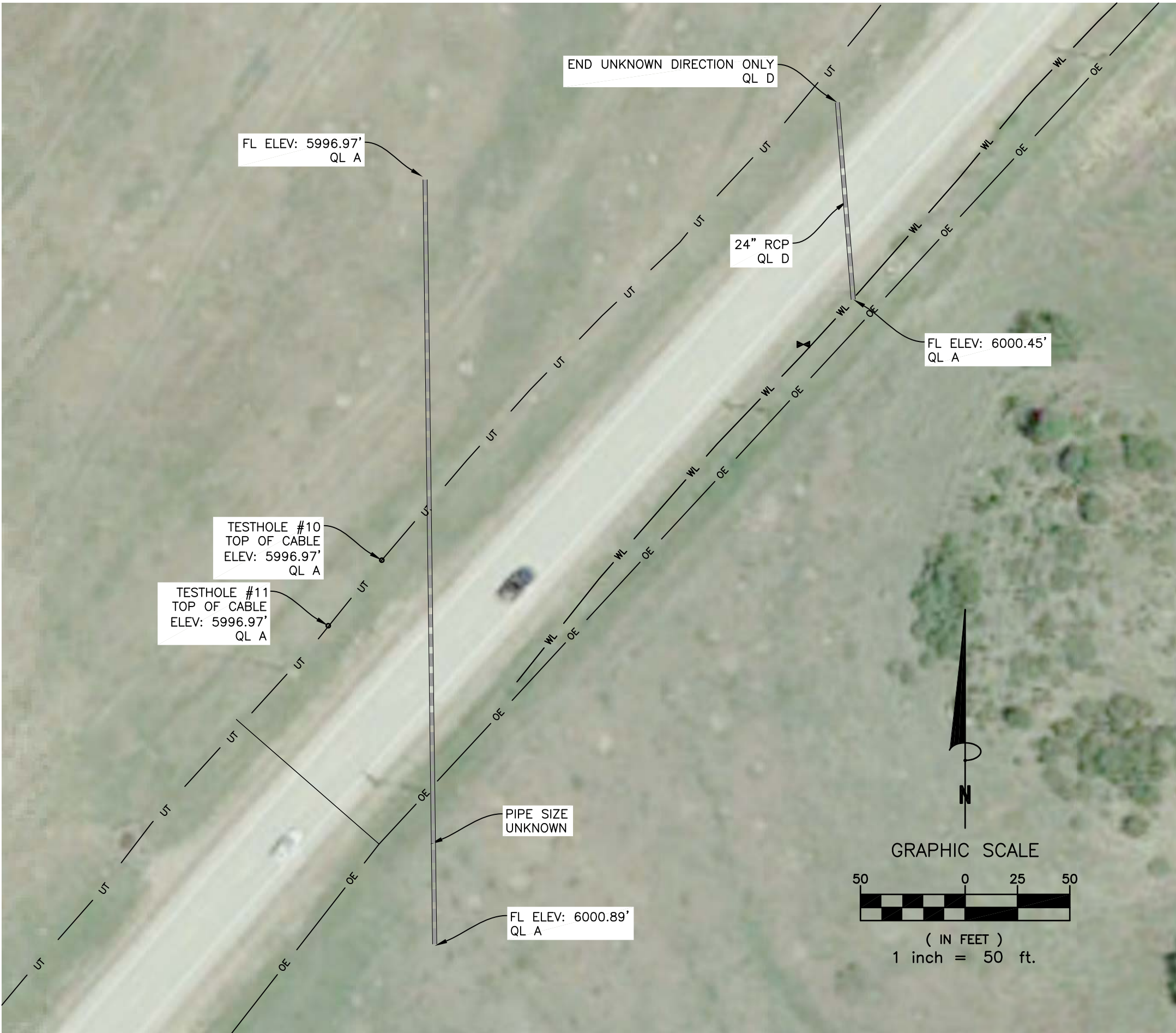
TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	Drawn By: PLZ	Date: 10/02/2019
		Checked By:	Sheet 5 of 7

Notice: According to Colorado law you must defend this survey for a period of three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revisions			
No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

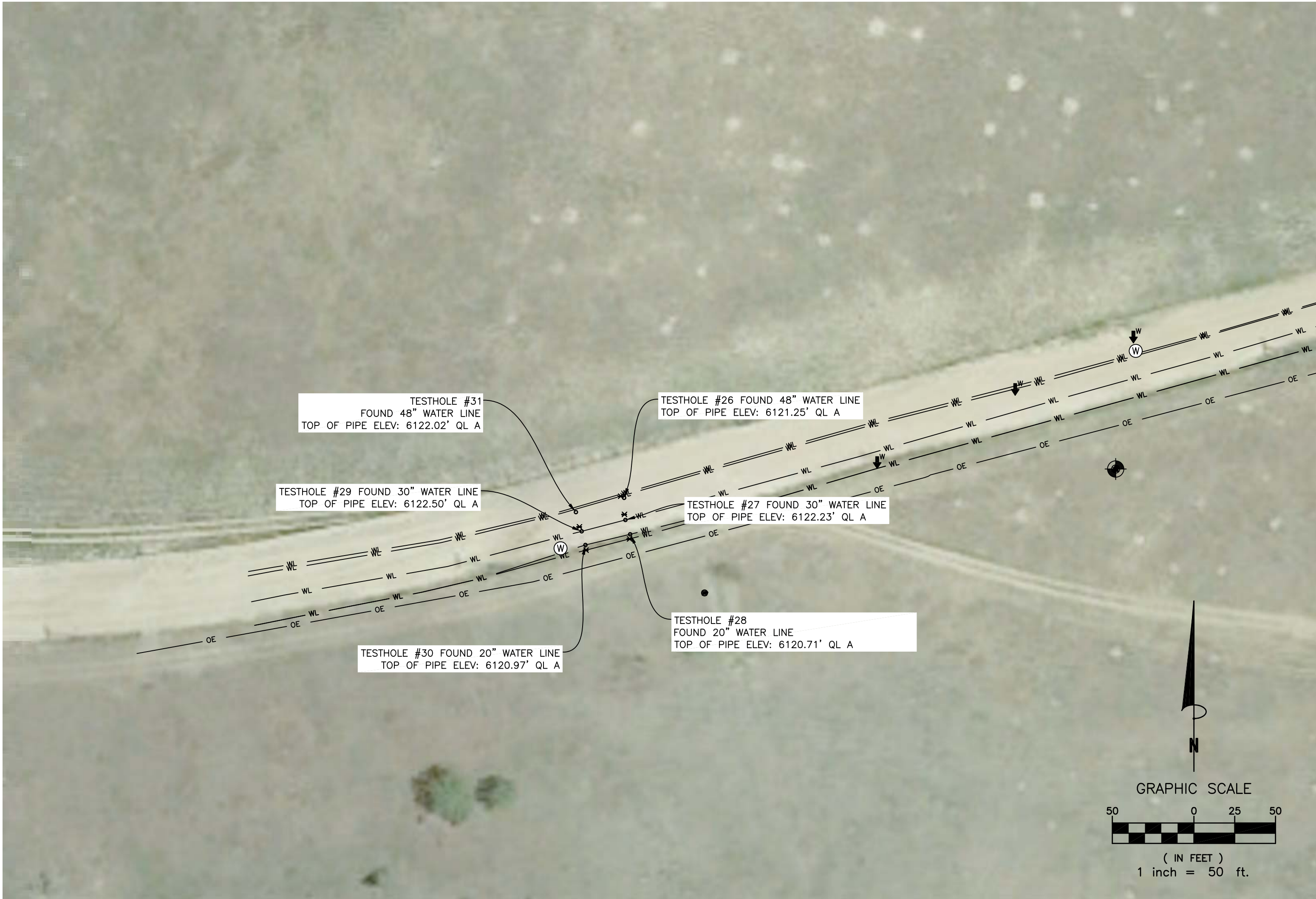
TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No. **190454** Drawn By: PLZ Date: 10/02/2019
Checked By: Sheet 6 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be brought later than the date of the certification shown herein.

No.	Revisions	Description	By	Date
1	ADDITIONAL DETAILS		JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	Drawn By: PLZ	Date: 10/02/2019
		Checked By:	Sheet 7 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced later than one year from the date of the certification shown herein.

Revisions			
No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020

2/6/2020

Contractor Input

[illegible]

24	RW-11-003	Type M Void-Filled Riprap, Bench Stabilization Vane	125.0	CY	\$94.00	\$11,750.00
25	RW-11-003	Type M Void-Filled Riprap, Outfall Rundown	51.0	CY	\$94.00	\$4,794.00
26	RW-11-003	Type M Void-Filled Riprap, Rock Ribbon	210.0	CY	\$94.00	\$19,740.00
27	RW-11-003	Type M Void-Filled Riprap, Riprap Lining	731.0	CY	\$94.00	\$68,714.00
28	RW-12-003	Type H Void-Filled Riprap, Trail Crossing	562.0	CY	\$97.00	\$54,514.00
29	RW-12-002	Type L Soil Riprap, Bank Protection 2	336.0	CY	\$85.00	\$28,560.00
30	RW-12-002	Type L Soil Riprap, Trail Crossing	294.0	CY	\$85.00	\$24,990.00
RECREATIONAL TRAIL						
31	SC-08-003	Concrete Trail	299.0	SY	\$71.00	\$21,229.00
32	SC-08-003	Concrete Trail - Thickened Edge with Reinforced Concrete	179.0	SY	\$189.00	\$33,831.00
33	SC-01-001	Trail Crossing #1, Concrete Box Culvert, Cast-In-Place, 3'x10'	52.0	CY	\$1,367.00	\$71,084.00
34	SC-01-001	Trail Crossing #2, Concrete Box Culvert, Cast-In-Place, 3'x10'	69.0	CY	\$1,367.00	\$94,323.00
35	RW-09-001	Filter Material, Granular, Type A	22.0	CY	\$108.00	\$2,376.00
36	RW-09-001	Handrail, Steel	168.0	LF	\$165.00	\$27,720.00
LANDSCAPING						
37	LS-02-006	Erosion Control Blanket, Coir Mat	7,761.0	SY	\$9.75	\$75,669.75
38	LS-02-006	Erosion Control Blanket, Coir Mat, Miscellaneous	2,000.0	SY	\$9.75	\$19,500.00
39	LS-02-007	Erosion Control Blanket, Straw/Coconut Mix, Miscellaneous	2,000.0	SY	\$6.30	\$12,600.00
40	LS-10-005	Seeding, Upland, Xeric	5.1	AC	\$2,003.00	\$10,215.30
41	LS-10-001	Seeding, Riparian, Dry-Mesic	2.2	AC	\$2,205.00	\$4,851.00
42	LS-07-002	Mulch, Crimped Straw	1.6	AC	\$2,050.00	\$3,280.00
43	LS-08-001	Mulch, Hydromulch	5.3	AC	\$2,050.00	\$10,865.00
44	LS-15-001	Biosol	6.9	AC	\$1,685.00	\$11,626.50
45	LS-09-001	Plug, Grass	5,000.0	EA	\$4.50	\$22,500.00
46	LS-14-005	Willow Trench	350.0	LF	\$41.00	\$14,350.00
47	--	Plantings (trees, shrubs, and grass plugs)	1.0	LS	\$25,000.00	\$25,000.00
48	--	Irrigation/Watering	1.0	LS	\$50,000.00	\$50,000.00
BID TOTAL						\$1,069,706.25

PROPOSAL

Project: Brandy Gulch Channel Improvements at Looking Glass

To: Michael Grabczyk, Town of Parker
Alex Mestdagh, Town of Parker
Barbara Chongtouna, Mile High Flood District

From: Joe Juergensen, Muller Engineering
Sara Johnson, Muller Engineering

Date: February 19, 2020

Subject: Construction Management Services Scope and Fee

This proposal describes a scope of services to complete construction management services for construction of stream restoration improvements for Brandy Gulch at Looking Glass just downstream of the proposed Spirit Trail Boulevard to just upstream of the confluence with Lemon Gulch in Parker, Colorado. This work is based on a 100% design package entitled Brandy Gulch Channel Improvements at Looking Glass, completed by Muller Engineering Company in February 2020. Primary improvements will include two trail crossings and channel and floodplain stabilization, including bank protection, channel grading and rock lining, and revegetation.

Muller will continue to team with Ecological Resource Consultants, Inc. to complete this work. Additional assistance will be provided by CTL Thompson, Inc. The following sections will discuss the scope of services, associated fee, and project schedule for the construction management phase of work.

SCOPE OF SERVICES

Contract Administration

Contract administration for construction services will be provided. This work will be completed by Muller Engineering Company and will include reviewing product submittals, coordinating field engineering and special services, coordination with the Looking Glass team, attending a preconstruction meeting and 17 progress meetings by project managers and/or inspectors (inspector hours are covered under field engineering item) and preparation of meeting notes, assisting with field orders, change orders and partial pay estimates (assume 4), and attending final walk-through and assisting with preparing associated punchlist.

Project management and administration services will also be provided. Schedule and budget updates will be provided with monthly invoicing, including progress reports with invoices. Muller will coordinate with project sponsors as needed throughout the project. The parties expected to be involved in the effort are as follows:

- Mile High Flood District: project sponsor



- Town of Parker: project sponsor
- Looking Glass Team: project sponsor

Field Engineering

Field engineering for construction services will be provided. This will include inspection of the constructed improvements and preparation of inspection reports by Muller Engineering Company. The total duration of inspection services is assumed to be 4 months. The level of effort for inspection by Muller staff over the course of this duration is divided into three categories as described below:

- Light Period (1 month). Assume 1 hr/wk Joe, 4 hrs/wk Sara, 8 hrs/wk Adam and 8 hrs/wk Katy.
- Medium Period (2 months). Assume 2 hrs/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 16 hrs/wk Katy, and 1 hr/wk Andy.
- Heavy Period (1 month). Assume 2 hrs/wk Joe, 8 hrs/wk Sara, 20 hrs/wk Adam, 20 hrs/wk Katy, and 2 hrs/wk Andy.

Specialty inspection will also be provided by subconsultants of Muller. This inspection is presented in the Special Services section of this proposal.

Document Preparation

Preparation of record drawings will be completed by Muller Engineering Company upon completion of the constructed improvements. This work will include a site visit and preparation of a stamped PDF set of drawings. Survey work required for record drawings will be completed by the developer's surveyor, EMK, and is not included in this scope of services.

Special Services

Muller will work with their project partners to provide special services required by the project. Detailed scope and fee information for each of the services will be included in Appendix B once subconsultant scope and fees are received.

Materials testing will be completed by **CTL Thompson, Inc.** as a subconsultant to Muller Engineering Company. These services include moisture/density testing for all earthwork operations, subgrade testing in the vicinity of structures, and concrete/shotcrete testing for concrete structures.

Ecological Resource Consultants, Inc. (ERC) will provide construction inspection for topsoil placement and revegetation work during construction of the proposed improvements as a subconsultant to Muller Engineering Company.

Muller will perform topsoil testing in combination with regular site visits to confirm depths and quality in proposed locations. Topsoil soil samples will be sent to Colorado State University's Soil Analysis Lab for quality testing. Muller will coordinate with ERC to review results and confirm soil amendment specifications.

ASSUMPTIONS AND EXCLUSIONS

1. Legal descriptions and exhibits for easements are not included in this scope of work.

2. Applying for and obtaining the State's Stormwater Discharge permit is not included in this scope and is assumed to be completed by the contractor.
3. For the purposes of environmental permitting, it is assumed that no eligible historic properties are present.
4. Preconstruction and post construction weed management is not included in this scope and fee. It is assumed that this will be coordinated and contracted separate from this contract.
5. Preparing for and submitting a LOMR application to FEMA is not included in this scope and fee.
6. Post construction 404 permit and vegetation monitoring is not included in this scope and fee.
7. Post construction survey for record drawings is not included in this scope and fee.

FEE

The total estimated fee to complete the above scope items is **\$150,598**. A spreadsheet showing anticipated work hours is included in Appendix A. Muller Engineering Company will provide regular communication regarding the status of the budget and notification if requested tasks will require more time than shown in the fee.

SCHEDULE

It is assumed that major construction will begin in April 2020 and will last until July 2020, for a total of 4 months. The proposed scope of work will follow the progress of construction. Post construction services, including record drawings and reporting will be completed within three months of substantial completion of the constructed improvements. Muller will work with the project sponsors to refine this schedule as needed.

We appreciate the opportunity to assist you with construction of this project. We look forward to working together to bring this project to a successful completion.

Please contact us at 303-988-4939 if you have any questions regarding this proposal.

Appendix A

Detailed Fee Estimate

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE



CLIENT:
Mile High Flood District
PROJECT:
Brandy Gulch Channel Improvements at Looking Glass

PROPOSAL NO.: 918.25
PROJECT NO.: 19-037.03
PREPARED BY: SDW
DATE: 2/19/2019
CHECKED BY: SRJ
PROPOSED TOTAL FEE: \$ 150,598

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)						EXPENSES							TOTALS			
		JPJ	SRJ	APD	KMS	ASP	MAB	OUTSIDE SERVICES	TRAVEL / LIVING	REPRODUCTION	EQUIPMENT	DELIVERY / POSTAGE	MISCELLANEOUS	VENDOR (MISC.)	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		Staff Member Initials >>>																
		2020 Billing Rate >>>																
		Senior Project Manager 8	Project Manager 6 (H)	Construction Manager 5	Design Engineer 3	Senior Project Engineer 6 (H)	Technician/CADD Operator 3											
		\$191	\$166	\$142	\$121	\$166	\$99											
100	Contract Administration																	
	Attend pre-construction meeting.	4	4	4	4				\$ 75						16	\$ 2,480	\$ 75	\$ 2,555
	Review applicable product submittals.	2	4	12	16	4									38	\$ 5,350		\$ 5,350
	Coordinate Field Engineering and Special Services.		4	8											12	\$ 1,800		\$ 1,800
	Coordination with Looking Glass team	12	24	8	8										52	\$ 8,380		\$ 8,380
	Attend progress meetings (Construction Manager and Project Engineer covered in Field Engineering)	18	18			4			\$ 644						40	\$ 7,090	\$ 644	\$ 7,734
	Assist in preparing field orders, change orders, and pay applications (assume 4).		4	8	8										20	\$ 2,768		\$ 2,768
	Project Closeout. Attend final inspection and prepare punch list.	4	4	6	6				\$ 75						20	\$ 3,006	\$ 75	\$ 3,081
	Project Management and Invoicing Reports	2	8												10	\$ 1,710		\$ 1,710
	SUBTOTAL														208	\$ 32,584	\$ 794	\$ 33,378
200	Field Engineering																	
	Muller inspection - Light Period (1 months). Assume 1 hr/wk Joe, 4 hrs/wk Sara, 8 hrs/wk Adam and 8 hrs/wk Katy.	5	18	35	35	0			\$ 563						93	\$ 13,148	\$ 563	\$ 13,711
	Muller inspection - Medium Period (2 months). Assume 2 hrs/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 16 hrs/wk Katy, and 1 hr/wk Andy.	18	52	139	139	9			\$ 1,448						357	\$ 50,121	\$ 1,448	\$ 51,569
	Muller inspection - Heavy Period (1 months). Assume 2 hrs/wk Joe, 8 hrs/wk Sara, 20 hrs/wk Adam, 20 hrs/wk Katy, and 2 hrs/wk Andy.	9	35	87	87	9			\$ 1,046						227	\$ 31,904	\$ 1,046	\$ 32,950
	SUBTOTAL														677	\$ 95,173	\$ 3,057	\$ 98,230
300	Document Preparation																	
	As-built Drawings	2	8	8	16	2	24								60	\$ 7,490		\$ 7,490
	SUBTOTAL														60	\$ 7,490		\$ 7,490
400	Special Services																	
	As-built Survey (EMK)(Paid for by Developer)																	
	Ecology (ERC)							\$ 5,000									\$ 5,000	\$ 5,000
	Materials Testing (CTL Thompson)							\$ 5,000									\$ 5,000	\$ 5,000
	Topsoil							\$ 1,500									\$ 1,500	\$ 1,500
	SUBTOTAL																\$ 11,500	\$ 11,500
	TOTAL HOURS	76	183	315	319	28	24								945			
	TOTAL LABOR	\$ 14,516	\$ 30,378	\$ 44,730	\$ 38,599	\$ 4,648	\$ 2,376									\$ 135,247		
	TOTAL EXPENSES							\$ 11,500	\$ 3,851	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 15,351	
	TOTAL FEE																	\$ 150,598

Appendix B

Detailed Subconsultant Scope and Fee Estimates

- Ecological Resource Consultants, Inc. (No detailed information provided at this time)
- CTL Thompson, Inc. (No detailed information provided at this time)

EXHIBIT D

VEGETATION MAINTENANCE PROPOSAL:

Brandy Gulch Channel Improvements at Looking Glass

February 18, 2020

Prepared by:

Naranjo Civil
Constructors, Inc.

Prepared for:

Ms. Barbara Chongtoua,
P.E., CFM

Project Manager, Stream
Services
Mile High Flood District

Maintenance Proposal: Brandy Gulch at Looking Glass

Introduction

The following management proposal has been developed for Mile High Flood District's (MHFD) project area on Brandy Gulch. NARANJO will implement a vegetation maintenance plan including the following tasks outlined in this proposal.

1 Post Construction Monitoring 2021-2022

NARANJO will conduct 20 site visits at this site during 2021 and 2022. This monitoring will evaluate seedling establishment, noxious and nuisance weed infestations, woody species health and establishment, erosion issues, vegetation establishment, wetland and/or riparian condition, and any other issues that may arise, as requested by MHFD. Each visit will allow NARANJO to plan what work needs to be done at the site immediately and in the future. NARANJO will work closely with all parties involved to effectively implement an adaptive management approach at this site with the goal of enhancing the vegetation.

2 BMP Maintenance

NARANJO will install, replace, and perform maintenance on straw wattles and other BMPs as necessary. NARANJO will continue to perform inspections at the site and NARANJO will then maintain the BMPs when they are addressed in the inspection report.

3 Erosion Control

NARANJO will install, replace, and perform maintenance on areas that have experienced minor erosion and maintenance on the erosion fabric that is installed at the site. NARANJO will inspect the site during the monthly visits for areas in need of minor repair or if the fabric needs maintenance or replaced.

4 Seeding and Mulching

NARANJO will reseed and mulch the two different seeding zones where it is deemed necessary. The monthly inspections at the site will assess the establishment of vegetation and reseeding will be done as needed. The cost associated with this task assumes that 50% of each seed zone will need to be reseeded and mulched. The amount of area that is assumed to be reseeded and mulched is approximately 7 acres.

5 Mowing

NARANJO will mow areas at the site depending on the need for mechanical weed control. An ATV will pull a mower in areas that are flat and easy to access, and weedwhackers will be used in areas that are hard or impossible to access with the ATV.

6 Trash Removal

NARANJO will remove trash from the construction site as necessary. During the monthly inspections NARANJO will monitor for trash and debris. While NARANJO is onsite performing other types of work, trash will be removed simultaneously as the task that is being completed.

7 Weed Control

NARANJO recommends visiting this site regularly throughout the growing season for weed management activities and planning. Chemical control methods will be utilized to treat noxious and nuisance weed species growing at the Brandy Gulch site in the upland and riparian areas. Spot-applications of appropriate herbicides will take place in specific areas within the project boundaries. A licensed pesticide applicator will visit this site regularly to inspect the treatment area(s). The applicator will evaluate noxious and nuisance weed infestations and apply herbicides, based on site

Maintenance Proposal: Brandy Gulch at Looking Glass

conditions. The recommended schedule will be adjusted based on site conditions and timing of weed emergence, flowering, and senescence. NARANJO has accounted for six treatments during the growing season starting in the spring and ending in the fall. Only herbicides labeled for use in or near water will be applied near the channels. An appropriate surfactant will also be used to increase adhesion of the herbicide to the targeted species and a blue marker dye will be added to indicate where herbicide has been applied. Herbicide applications will only occur within MHFD's right-of-way and records will be provided at the completion of work. The recommended schedule can be adjusted to meet the site's demands as the vegetation starts to establish and we see what kind of weed control effort will be required.

8 Tree and Shrub Replacement

NARANJO will replace dead shrubs on the site as necessary. The monthly site inspections will assess the shrubs and they will be replaced as necessary. NARANJO assumes that 10 trees and 10 shrubs are going to be replaced.

Budget

The estimated cost to manage this site during the 2021 and 2022 growing seasons is listed in Table 1. Costs include all labor, materials, permits, site management visits, and equipment. NARANJO is available to complete this work on a time and materials basis not to exceed these costs without prior approval from MHFD.



Maintenance Proposal

Project: Post Construction Vegetation Maintenance for Brandy Gulch at Looking Glass

Client: MHFD

Code	Description	Labor (2021-2022)	Travel	Equipment	Materials & Outside Services	Task Total
Task 1:	Post Construction Monitoring 2021-2022	\$ 3,000.00	\$ 2,000.00	\$ -	\$ -	\$ 5,000.00
Task 2:	BMP Maintenance	\$ 11,520.00	\$ 2,100.00	\$ 6,240.00	\$ 6,000.00	\$ 25,860.00
Task 3:	Erosion Control	\$ 11,520.00	\$ 2,100.00	\$ 6,240.00	\$ 6,000.00	\$ 25,860.00
Task 4:	Seeding and Mulching		\$ 2,400.00		\$ 14,350.00	\$ 16,750.00
Task 5:	Mowing	\$ 8,000.00	\$ 2,000.00	\$ 5,000.00		\$ 15,000.00
Task 6:	Trash Removal	\$ 4,400.00	\$ 2,000.00		\$ 3,000.00	\$ 9,400.00
Task 7:	Weed Control	\$ 23,500.00	\$ 2,400.00	\$ 5,200.00		\$ 31,100.00
Task 8:	Tree and Shrub Replacment	\$ 3,495.00	\$ 800.00	\$ 800.00	\$ 3,495.00	\$ 8,590.00
GRAND TOTAL						\$ 137,560.00

SIGNED: John Leone

TITLE : Executive Vice President

DATE : Tuesday, February 18, 2020

Naranjo Civil Constructors, Inc.

627 27th Street

Garden City, CO 80631

Office: (970) 356 -7909

Fax: (970) 356 - 0887

Mobile: (970) 397-7968



Request for Town Council Action

Date: March 16, 2020

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.267.3 - Second Reading**
A Bill for an Ordinance Approving the Second 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. 17-05.19C Project No. 106722) By and Between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority

Department: **Engineering and Public Works,**
Michael Grabczyk
Engineering and Public Works, Alex
Mestdagh

EXECUTIVE SUMMARY

This ordinance accompanies an amendment to an intergovernmental agreement (IGA) between the Town of Parker, the Mile High Flood District (MHFD – Formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCBWQA). This amendment is necessary to include additional funding for the complete construction of Reach C of the project, which is located between the McCabe Meadows trailhead and the KOA Tower property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD are jointly managing the design and construction of a capital improvement project to repair and rehabilitate a portion of Cherry Creek from the McCabe Meadows trailhead to the Flat Acres Farm area. This section of Cherry Creek has been identified as unstable with various locations of bank and active channel erosion. This project proposes the installation of channel improvements such as boulder drop and riffle structures,

hard and soft bank stabilization, redefining the active channel, wetland reestablishment, and revegetation efforts. Due to the water quality benefits of the proposed restoration, the Cherry Creek Basin Water Quality Authority (CCBWQA) is also providing funding to the project.

Due to the size and cost of this project, the improvements are proposed to be implemented in phases. The phasing contemplates three reaches, the limits of which are identified within the vicinity map. Reach A contains the portion of the project area which coincides with the future Dransfeldt Road extension and bridge. This reach will require stabilization prior to or concurrently with the bridge construction. Reach B contains the portion of the project adjacent to the KOA Tower property, which the Town anticipates will be funded in part by developer obligations. Reach C contains the portion of the project area between the McCabe Meadows trailhead and the KOA Tower property, which lies entirely on Town-owned property. While a preliminary design for all three reaches has been completed, final design for Reach C is near completion with construction anticipated to begin in the fourth quarter of 2020.

This IGA was originally executed in 2017 to cover design costs, and was amended once that same year to provide additional funding towards the construction of the project. This proposed amendment to the IGA is anticipated to contribute all remaining funding needed for Reach C of the project.

FINANCIAL IMPACT

Additional Contributions to this project were included within the 2020 budget approved by Town Council. The Town will contribute \$440,000 to the project through a transfer to the MHFD. The MHFD and the Cherry Creek Basin Water Quality Authority will contribute an additional combined \$445,000 to the project, for a total supplemental budget of \$885,000. These additional funds will provide for the complete construction of Reach C of the project, between the McCabe Meadows trailhead and the KOA Tower property.

Project Budget with Proposed Amendment:
Mile High Flood District \$755,000
Cherry Creek Basin Water Quality Authority \$375,000
Town of Parker \$905,000
Total Project Budget \$2,035,000

STRATEGIC GOAL(S)



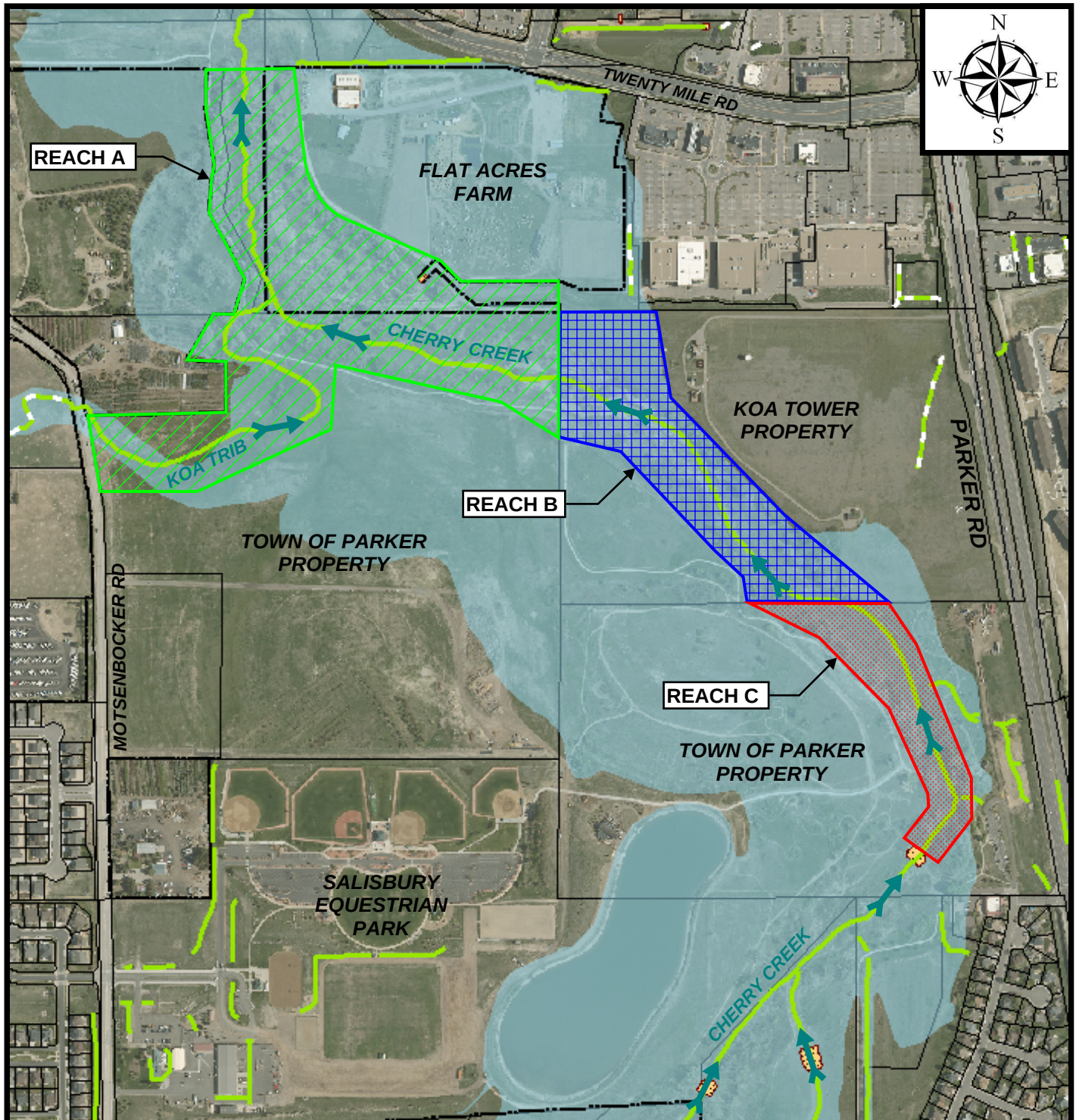
ATTACHMENTS

1. Vicinity Map
2. Ordinance 9.267.3

RECOMMENDED MOTION

I move to approve Ordinance No. 9.267.3 on second reading.

VICINITY MAP
CHERRY CREEK AT KOA



ORDINANCE NO. 9.267.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE SECOND 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. 17-05.19C PROJECT NO. 106722) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, THE TOWN OF PARKER, AND CHERRY CREEK BASIN WATER QUALITY AUTHORITY

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 second 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. 17-05.19C Project No. 106722) by and between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority, 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

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. 17-05.19C
Project No. 106722

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), TOWN OF PARKER (hereinafter called "TOWN"), and 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, flood control, and water quality improvements for Cherry Creek at the KOA Property, Town of Parker, as shown on Exhibit A; and

WHEREAS, PARTIES desire to increase the level of funding by \$885,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 12, Series of 2020); 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 \$2,035,000 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	\$ 1,520,000	\$ 635,000
4. Contingency	\$ 115,000	\$ 115,000
Grand Total	\$ 2,035,000	\$ 1,150,000

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 Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	37.10%	\$ 515,000	\$240,000	\$ 755,000
TOWN	44.47%	\$ 465,000	\$440,000	\$ 905,000
CCBWQA	18.43%	\$ 170,000	\$205,000	\$ 375,000
TOTAL	100.00%	\$1,150,000	\$885,000	\$2,035,000

- 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 \$205,000 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. To the extent not previously paid, payment of each party's full share (TOWN - \$905,000; CCBWQA - \$375,000; DISTRICT - \$755,000) 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 D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Ken A. MacKenzie

Title Executive Director

Date _____

Checked By

TOWN OF PARKER

By _____

Mike Waid

Title Mayor

Date _____

(SEAL)

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

(SEAL)

ATTEST:

By_____

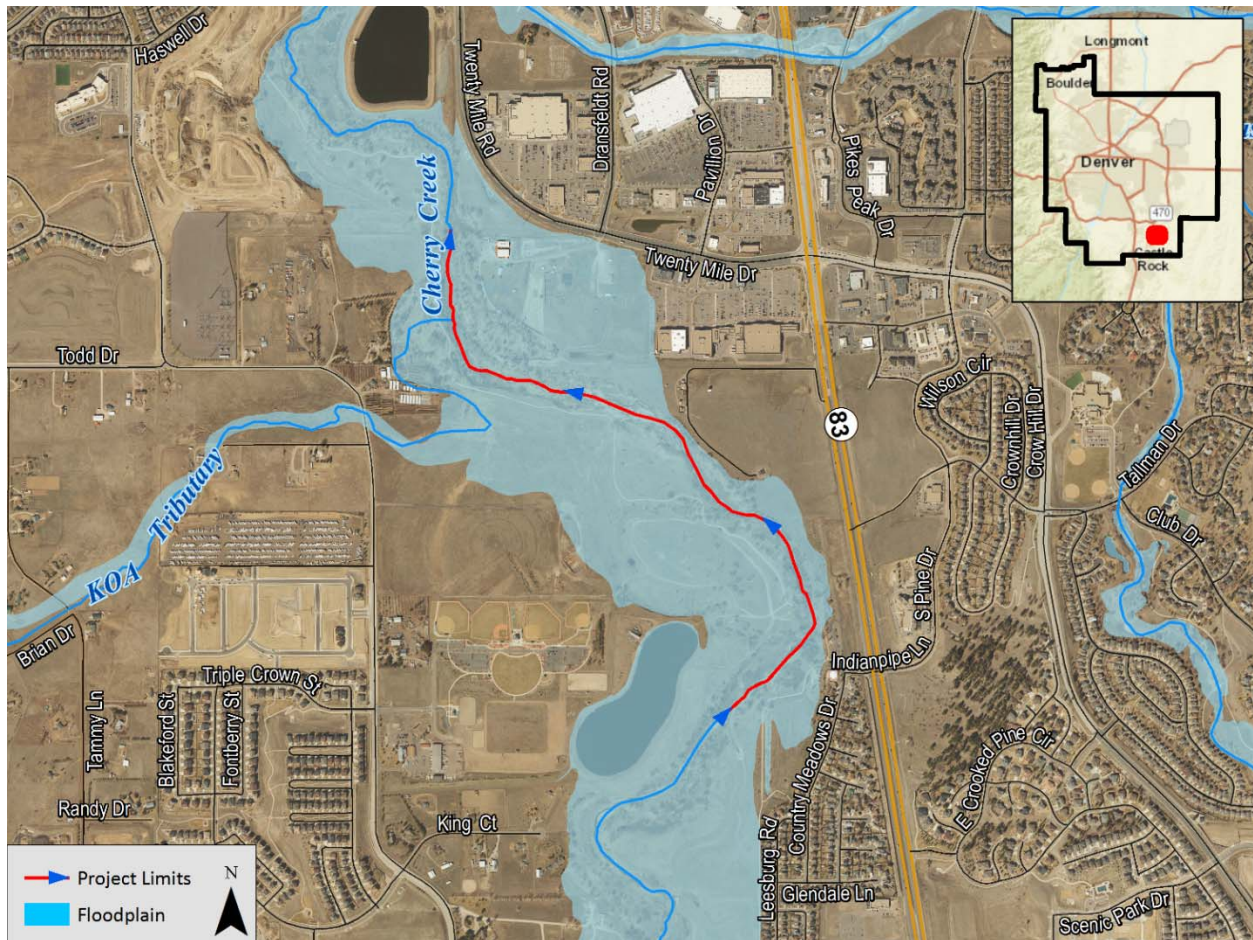
Title_____

Date_____

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

Agreement No. 17-05.19C
Project No. 106722

Exhibit A





Request for Town Council Action

Date: March 16, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.352.1**
A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

The Town Code authorizes the Town Council to conduct meetings by telephone, electronically or by other means of communication when meeting in person is not prudent due to a health pandemic or other extraordinary emergency affecting the Town. The proposed emergency ordinance would extend this authority to the Planning Commission and the Special Licensing Authority.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Governor Jared Polis declared a State of Disaster Emergency and the World Health Organization declared a Global Pandemic in response to the outbreak of the coronavirus (COVID-19) resulting in restrictions to public assemblies.

Section 2.01.070 of the Parker Municipal Code authorizes the Town Council to hold Town Council meetings by telephone, electronically or by other means when meeting in person is not prudent due to a health pandemic. This Section of the Code does not provide the same authority to the Planning Commission or the Special Licensing Authority. The purpose of this emergency ordinance is to extend the authority contained in this Section to the Planning Commission and the Special Licensing Authority to address the Town's business during a health pandemic or other extraordinary emergencies.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.352.1

RECOMMENDED MOTION

I move to approve Emergency Ordinance No. 1.352.1.

ORDINANCE NO. 1.352.1, Series of 2020

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO AMEND SECTION 2.01.070 OF THE PARKER MUNICIPAL CODE CONCERNING EMERGENCY MEETINGS

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

Section 1. Subsection 2.01.070 of the Parker Municipal Code is amended to read as follows:

2.01.070 Emergency Meetings.

(a) ~~Consistent with Subsection 3.9(a) of the Charter, in~~ In the event a quorum of the Town Council, Planning Commission or Special Licensing Authority, as applicable, is unable to meet at the day, hour and place fixed by the rules and procedures of the Town Council because meeting in person is not practical or prudent due to a health pandemic or other extraordinary emergency affecting the Town, meetings may be conducted by telephone, electronically or by other means of communication so as to provide maximum practical notice.

(b) Meetings may be held by telephone, electronically or by other means of communication if the following conditions are met:

(1) The Town Administrator determines that meeting in person is not practical or prudent because of a health pandemic or declaration of emergency affecting the Town;

(2) All members of the Town Council, Planning Commission or Special Licensing Authority, as applicable, can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation;

(3) Members of the public present at the regular meeting location can hear or read all discussion, testimony and votes, unless not feasible due to the pandemic or emergency;

(4) At least one (1) member of the Town Council, Planning Commission or Special Licensing Authority, as applicable, is present at the regular meeting location, unless not feasible due to the pandemic or emergency declaration;

(5) All votes are conducted by roll call;

(6) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and

(7) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some Town Council, **Planning Commission or Special Licensing Authority members, as applicable, members** may participate by telephone, electronically or by other means of communication and the right of the public to monitor the meeting from another location.

Section 3. **Police Power Finding.** The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 4. **Emergency Declared.** Pursuant to Section 7.6 of the Charter, the Town Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the Town of Parker, in order to immediately address the State of Disaster Emergency declared by Governor Jared Polis on March 10, 2020 and the Global Pandemic declared by the World Health Organization.

Section 5. **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 6. **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 7. This Ordinance shall become effective immediately upon adoption.

INTRODUCED, ADOPTED AND PASSED ON FIRST READING this 16th day of March, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: March 16, 2020

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-017**
A Resolution Consenting to the Order Declaring a Local Disaster Emergency in and for the Town of Parker, Colorado

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

In response to the COVID-19 pandemic, the Town Administrator issued an Order Declaring a Local Disaster Emergency in and for the Town of Parker. This resolution expresses the Town Council's support and consent to that Order.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 15.14 of the Charter and Section 2.03.020(e)(16) of the Parker Municipal Code provide that the Town Administrator shall assume the authority to execute any action necessary for the protection of life and property to the extent allowed by ordinance and to determine when an emergency exists. On March 13, 2020, the Town Administrator issued an Order Declaring a Local Disaster Emergency in and for the Town of Parker.

Additionally, the Colorado Disaster Emergency Act provides that only the principal executive officer can declare a local disaster emergency and such order can only be continued or renewed for a period in excess of seven days with the consent of the Town Council. The effect of declaring a local disaster emergency is to activate the local and interjurisdictional disaster emergency plans and authorize the furnishing of aid and assistance under those plans.

This resolution provides the support and consent of Town Council to the extension of the order beyond seven days, at the discretion of the Town Administrator.

FINANCIAL IMPACT

There is likely to be significant financial impacts to the Town, but it is difficult to quantify those at this time.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 20-017

RECOMMENDED MOTION

I move to approve Resolution No. 20-017.

RESOLUTION NO. 20-017, Series of 2020

TITLE: A RESOLUTION CONSENTING TO THE ORDER DECLARING A LOCAL DISASTER EMERGENCY IN AND FOR THE TOWN OF PARKER, COLORADO

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters and emergencies;

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins;

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared "only by the principal executive officer of a political subdivision;"

WHEREAS, pursuant to the Town of Parker Charter (the "Charter"), Section 15.14, Emergency Powers, the Town Administrator shall assume the authority to execute any action necessary for the protection of life and property to the extent allowed by ordinance;

WHEREAS, pursuant to the Town of Parker Charter, Section 15.15, Continuity of Government, the Council shall have the power to provide for the continuity of government of the Town of Parker in the event of a natural or enemy caused disaster (or as otherwise declared in the Town of Parker Municipal Code, Section 2.03.020);

WHEREAS, pursuant to the Town of Parker Municipal Code (the "Code"), Section 2.03.020, 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. may declare or proclaim a local emergency or unusual occurrence at which time the Town shall undertake appropriate responses;

WHEREAS, on March 13, 2020, the Town Administrator did issue an order declaring a local disaster, which order is attached hereto as **Exhibit A**;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency "shall not be continued or renewed for a period in excess of seven days except by or with the consent of [Town Council];"

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order "declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the...[Town Clerk]...and with the office of emergency management;"

WHEREAS, the attached order has been filed with the Town Clerk after it was issued on March 13, 2020, and given prompt and general publicity and sent to the Colorado Office of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, that the Town Council hereby consents to and supports the Order Declaring a Local Disaster Emergency in and for the Town of Parker, Colorado.

BE IT FURTHER RESOLVED that the Town Council hereby consents to the extension or renewal of the Order Declaring a Local Disaster Emergency in and for the Town of Parker, Colorado, to a period in excess of seven (7) days as determined by the Town Administrator in her discretion.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

ORDER DECLARING A LOCAL DISASTER EMERGENCY IN AND FOR THE TOWN OF PARKER, COLORADO

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters and emergencies;

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins;

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared "only by the principal executive officer of a political subdivision";

WHEREAS, pursuant to the Town of Parker Charter (the "Charter"), Section 15.14, Emergency Powers, the Town Administrator shall assume the authority to execute any action necessary for the protection of life and property to the extent allowed by ordinance;

WHEREAS, pursuant to the Town of Parker Charter, Section 15.15, Continuity of Government, the Council shall have the power to provide for the continuity of government of the Town of Parker in the event of a natural or enemy caused disaster (or as otherwise declared in the Town of Parker Municipal Code, Section 2.03.020);

WHEREAS, pursuant to the Town of Parker Municipal Code (the "Code"), Section 2.03.020, 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. may declare or proclaim a local emergency or unusual occurrence at which time the Town shall undertake appropriate responses;

WHEREAS, pursuant to the Town of Parker Municipal Code, Section 2.03.020, the Town Administrator is delegated 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;

WHEREAS, pursuant to the Town of Parker Municipal Code, Section 2.03.020, the Town Administrator is granted as broad a power as permitted within the Charter and the Town Council-Town Administrator form of government;

WHEREAS, pursuant to the Town of Parker Operations Manual (the "Operations Manual"), Section 3.2.5, Contract Exceptions, Emergency Purchases, the Procurement Officer or any designee authorized to do so by the Town Administrator may make emergency procurements without competitive solicitations;

WHEREAS, pursuant to the Town of Parker Operations Manual (the "Operations Manual"), Section 3.8.1, Budget Amendments, the Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures of the Town. . . . [as] necessary to relieve an emergency endangering public peace, health, safety or property.

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency "shall not be continued or renewed for a period in excess of seven days except by or with the consent of [Town Council]";

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order "declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the...[Town Clerk]...and with the office of emergency management";

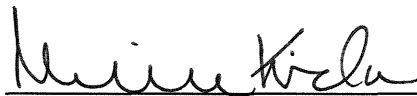
WHEREAS, pursuant to C.R.S. § 24-33.5-709(2), the effect of declaring a local disaster emergency "is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans";

WHEREAS, by declaring a local disaster emergency and unusual occurrence, the Town of Parker Emergency Powers are in effect; and

WHEREAS, because of the COVID-19 pandemic, which occurred or began to occur on March 5, 2020, the Town of Parker is suffering or has suffered a disaster emergency or unusual occurrence as defined in the Act.

NOW, THEREFORE, IT IS HEREBY ORDERED, this 13th day of March, 2020, that a disaster emergency and unusual occurrence is declared in and for the Town of Parker, Colorado, beginning on this day and ending on March 20, 2020, unless extended with the consent of the Town Council of the Town of Parker.

IT IS FURTHER ORDERED that this Order shall be given prompt and general publicity, filed immediately with the Town Clerk, and a copy of it shall be sent to the Colorado Office of Emergency Management.


MICHELLE KIVELA
Town Administrator

ATTEST:


CAROL BAUMGARTNER
Town Clerk