

TOWN OF PARKER COUNCIL AGENDA

March 1, 2021

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.

Town Administrator Emergency Order No. 2-2020: All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

Town Administrator Emergency Order No. 4-2020: Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website www.ParkerOnline.org/VirtualTownCouncilMeetings.

Town Administrator Emergency Order No. 8-2020: Public comment for items that are not on the agenda may be made electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. **TOWN COUNCIL MEETING SCHEDULE**
 - A. **5:00 P.M. – Call to Order Town Council Meeting and Roll Call**
 - B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
 - C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
2. **PARKER CHAMBER OF COMMERCE UPDATES**
3. **DOWNTOWN BUSINESS ALLIANCE UPDATES**
4. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*
5. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

6. **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. Consent Agenda items discussed at study session can be viewed by clicking the following link: <https://parkerco.civicclerk.com/Web/Player.aspx?id=620&key=-1&mod=-1&mk=-1&nov=0>

A. APPROVAL OF MINUTES - February 16, 2021

B. ORDINANCE NO. 2.275 - First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Compark Boulevard at Upland Drive Property in Douglas County

Department: Community Development, Mary Munekata

Trakit No.: ANX20-003

Second Reading: March 15, 2021

C. ORDINANCE NO. 9.286.2 - First Reading

A Bill for an Ordinance Approving the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas County Concerning the Dransfeldt Extension

Department: Engineering and Public Works, Chris Hudson

Second Reading: March 15, 2021

D. ORDINANCE NO. 1.547.1 - First Reading

A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey

Second Reading: March 15, 2021

E. ORDINANCE NO. 1.455.1 - First Reading

A Bill for an Ordinance to Amend Section 2.06.030 of the Parker Municipal Code Concerning the Affidavit of Intent for Write-In Candidates for Municipal Office and Cancelling Election

Department: Town Attorney, Jim Maloney

Second Reading: March 15, 2021

F. ORDINANCE NO. 9.307.1 - First Reading

A Bill for an Ordinance Approving the First Amendment to 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. 20-01.13A, 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 15, 2021

- G. *ORDINANCE NO. 5.59.2 - First Reading*
A Bill for an Ordinance to Amend Chapters 6.01 and 6.03 of the Parker Municipal Code Concerning Noise Regulations
Department: Community Development, John Fussa
Town Attorney, Jamie Wynn
Second Reading: March 15, 2021
- H. *ORDINANCE NO. 9.320.1 - First Reading*
A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement By and Between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and the Town of Larkspur Concerning Local Governmental Distribution Under the CARES Act
Department: Town Attorney, Jim Maloney
Second Reading: March 15, 2021
- I. *CONTRACTS OVER \$100,000*
1. *PACE Mainstage Theatre Rigging System Renovation Project*
Amount: \$358,293.00
Contractor: Barbizon
Department: Cultural, Carrie Glassburn
 2. *2021 Townwide Roadway Reconstruction Program (CIP21-009)*
Amount: \$1,446,279.70
Contractor: Elite Surface Infrastructure
Department: Engineering and Public Works, Tom Gill
 3. *2021 Townwide Roadway Reconstruction Program (CIP21-009)*
Amount: \$136,550
Contractor: Stanley Consulting, Inc.
Department: Engineering and Public Works, Tom Gill
 4. *Median Maintenance Services Contract*
Amount: \$101,434
Contractor: Terracare Associates, LLC dba TERRACARE ASSOCIATES
Department: Parks, Recreation and Open Space, Mary Colton
Parks, Recreation and Open Space, Jared Musil

7. RESOLUTIONS

A. RESOLUTION NO. 21-004

A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor of the Town of Parker

Department: Town Council

B. RESOLUTION NO. 21-012

A Resolution Accepting the Conveyance of Real Property from Parker Water and Sanitation District for the Lemon Gulch Trail

Department: Parks, Recreation and Open Space, Dennis Trapp

C. RESOLUTION NO. 21-014

A Resolution to Appoint Members to the Investment Advisory Committee

Department: Finance, Rhonda Willey

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 1, 2021

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

1. Proposed Amended and Restated Intergovernmental Agreement with Douglas County concerning the Coronavirus Response and Relief Supplemental Appropriations Act signed into law on December 27, 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).”

2. SB19-085, Equal Pay for Equal Work Act, and HB 20-1415, Public Health Emergency Whistleblower Law, concerning their application to the Town

3. Chapter 6.03 of the Parker Municipal Code, concerning the adoption of new noise regulations

4. Resolution No. 08-098, Series of 2008, concerning Town Council approval of the filing of the articles of incorporation, IRA Form 1023 and the appointment of the initial board of directors for the Greater Parker Foundation

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 16, 2021**

Mayor Jeff Toborg called the Town Council meeting to order at 4:59 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there were two (2) items; the first item was the Potential sale of Town-owned right-of-way located in the vicinity of Mainstreet and Jordan Road, and the second item was the My Mainstreet proposed purchase and sale of the Schoolhouse property (19640 E. Mainstreet). Under C.R.S. § 24-6-402(4)(b) there were two (2) items; the first item was to receive legal advice on specific legal questions regarding C.R.S. Section 31-12-108, related to the annexation of real property located at the southeast corner of the intersection of Dransfeldt Road and Lincoln Avenue commonly known as the Peaslee Property, and the second item was to receive legal advice on specific legal questions regarding Section 13.04.200 of the Parker Municipal Code concerning uses permitted by special review (Parker Homestead Planned Development).

EXECUTIVE SESSION

Cheryl Poage moved and Todd Hendreks seconded to go into Executive Session at 5:01 P.M. to hold a conference with the Town's attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Laura Hefta moved and Todd Hendreks seconded to come out of Executive Session at 5:55 P.M.

The motion was approved unanimously.

Mayor Toborg recessed the meeting until 7:00 P.M.

REGULAR MEETING

Mayor Jeff Toborg reconvened the meeting at 7:00 P.M. All Councilmembers were present.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

None.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember provided a report on meetings they attended since the last Town Council meeting.

CONSENT AGENDA

A. *APPROVAL OF MINUTES - February 1, 2021*

B. *CONTRACT OVER \$100,000*

2021 Townwide Pavement Markings - Long Line Project (CIP21-008)

Amount: \$185,475.00

Contractor: RoadSafe Traffic Systems, Inc.

Department: Engineering and Public Works, Spencer Raish

C. *PROCLAMATION - Health for Humanity - Yogathon, February 1 - 19, 2021*

John Diak moved to approve Consent Agenda Items 5A through 5C.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

SALISBURY EQUESTRIAN PARK LOT 1- Site Plan Amendment

Applicant: Town of Parker

Location: Generally located on the west side of Motsenbocker Road North of Hess Road

Department: Community Development, BrieAnna Simon

TRAKiT No.: SP20-028

7:10 P.M.

The applicant, the Town of Parker, submitted a site plan amendment for the Salisbury Equestrian Park that will allow the addition of parking lot lighting at the Town-owned maintenance facility. The lighting proposal would improve employee and public safety at the facility because it was originally developed more than 20 years ago without lighting. Inadequate lighting causes a safety concern because the employees that work at this facility often arrive early in the morning before sunrise or leave at night when it's dark particularly during winter snow operations.

Public Comments:

Wayne DeBlock - 12166 Windy Trail Lane - asked about the cost of the lighting.

The Public Hearing was closed at 7:17 P.M.

Cheryl Poage moved to approve the site plan amendment.

Laura Hefta seconded the motion.

The motion was approved unanimously.

ORDINANCES

- A. ORDINANCE NO. 9.136.4 - Second Reading (To be continued to March 15, 2021)**
A Bill for an Ordinance to Approve the Addendum to Amended and Restated Funding Agreement By and Between the Town of Parker and the Douglas County Emergency Telephone Service Authority Concerning the Hosted 911 NICE Recording Services
Department: Town Attorney, Jamie Wynn

John Diak moved to continue Ordinance No. 9.136.4 to March 15, 2021, for second reading.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

- B. ORDINANCE NO. 9.329 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Construction of the High Plains Trail
Department: Parks, Recreation and Open Space, Dennis Trapp

The Town Council previously approved and budgeted funds to meet the Town's anticipated \$750,000 contribution for this project, including any funds that will pass through Parker to Arapahoe County, (i.e., Douglas County - \$750,000 and E-470 Authority - \$450,000). All project funding as listed in the staff report that will eventually be held by Arapahoe County. Arapahoe County will ultimately bid out the project, select a project contractor, and oversee all construction efforts. Current engineering cost estimates for construction of the High Plains Trail, including the grade-separated overcrossing of Parker Road, is approximately \$7,500,000. An ordinance is needed to approve this intergovernmental agreement with Douglas County to accept their \$750,000 in funding for the High Plains Trail. A subsequent intergovernmental agreement will follow between the Town of Parker and Arapahoe County to convey these funds to Arapahoe County.

Public Comment: None.

Todd Hendreks moved to approve Ordinance No.9.329 on second reading.

Laura Hefta seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 1.550 - Second Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing and Improving Motsenbocker Road, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, *et seq.*, Relating to Good Faith Negotiations
Department: Engineering and Public Works, Chris Hudson

The Town is anticipating construction of the Motsenbocker Road/Hess Road improvements to begin in the second half of 2021. Due to continued growth in the area, the traffic on Motsenbocker Road has reached a point that it needs to be improved to handle this increased vehicular volume. The project includes the construction of a northbound-to-westbound double left hand turn lane and one additional southbound lane on Motsenbocker Road south of the Hess Road intersection. In addition, this project will eliminate a gap in the sidewalk on the west side of Motsenbocker Road south of Hess Road. The Town's design consultant advanced the project design in 2020 and identified additional right-of-way for Motsenbocker Road needed at/near the northwest corner and the southwest corner of the Hess Road intersection. Two (2) properties are affected by this need for additional right-of-way to support the operational improvements on Motsenbocker Road requiring the acquisition of 14,615 square feet (0.335 acres) of land. A vicinity map showing the areas is attached to this Town Council item.

Town staff and the consultant will utilize good faith negotiations with the affected property owners. Both property owners have been informally contacted about the project improvements. Town staff is optimistic that the affected property owners will come to an agreement with the Town on conveyance of the needed right-of-way. This ordinance authorizes Town staff and/or consultant to initiate the acquisition of these needed right-of-way parcel areas.

Public Comment: None.

Todd Hendreks moved to approve Ordinance No. 1.550 on second reading.

Laura Hefta seconded the motion.

The motion was approved unanimously.

RESOLUTIONS**A. RESOLUTION NO. 21-008**

A Resolution Finding Substantial Compliance of the Lincoln Professional Park Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on April 5, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger

The applicant, Plaza Street Partners, LLC, proposes to annex and commercially zone approximately 4.4 acres that is currently located in Douglas County into the Town of Parker. The purpose of this resolution is to set a public hearing date to consider the annexation of the Lincoln Professional Park property on April 5, 2021.

Public Comment: None.

Cheryl Poage moved to approve Resolution No. 21-008.

John Diak seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 21-010

A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Select Source Contract Concerning the PACE Mainstage Theatre Rigging System Renovation Project

Department: Cultural, Carrie Glassburn

The rigging system at the PACE Center needs to be renovated. This primary system is the backbone of the theater's technical infrastructure, and it requires a very specialized company to manufacture and install a replacement. Staff requested that Barbizon be approved as the select source vendor for this project, based on their experience, relationships with the manufacturer, and knowledge of the rigging system and our specific theater space.

Public Comment: None.

John Diak moved to approve Resolution No. 21-010.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

C. RESOLUTION NO. 21-013

A Resolution Accepting the Conveyance of a Drainage Easement from Vertical Bridge CC AM, LLC, Formerly Known as IHeartmedia Tower Co. I (AM), LLC, for the Northeast Quarter, Northwest Quarter of Section 27, Township 6 South, Range 66 West, of the 6th Principal Meridian

Department: Engineering and Public Works, Michael Grabczyk

This resolution accepts a permanent drainage easement over Cherry Creek within a private parcel located at 10000 South Parker Road, commonly referred to as the KOA Tower Property. This easement is to be utilized by the Town for grading and stabilization measures necessary to tie-in proposed project improvements located upstream of the easement.

Public Comment: None.

Laura Hefta moved to approve Resolution No. 21-013.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

Laura Heft moved to adjourn the meeting at 7:55 P.M.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Todd Hendreks - yes

Cheryl Poage - yes

John Diak - yes

Laura Hefta - yes

The motion was approved unanimously.

Chris Vanderpool, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: March 1, 2021

Submitted By: Mary Munekata, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 2.275 - First Reading**
A Bill for an Ordinance Approving and Accomplishing the
Annexation of Contiguous Unincorporated Territory Known
as the Compark Boulevard at Upland Drive Property in
Douglas County
Department: Community Development, Mary Munekata
Trakit No.: ANX20-003
Second Reading: March 15, 2021

EXECUTIVE SUMMARY

The Town proposes to annex a Town-owned portion of Compark Boulevard right-of-way (ROW) between Upland Drive on the west and Prairie Trail on the east. This section of Compark Boulevard is located in unincorporated Douglas County within the Compark Village Planned Development (PD) and is approximately 600-feet in length. The Town has maintained this section of roadway since 2018 as a result of adjacent property annexations that required the Town to utilize this section of Compark Boulevard to access and maintain the previously annexed Upland Drive roadway area. On November 12, 2019, Douglas County deeded this segment of Compark Boulevard to the Town. On August 3, 2020, the Town Council accepted ownership of this segment of Compark Boulevard by resolution.

On February 1, 2021, the Town Council approved Resolution No. 21-007, determining that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for March 15, 2021 on the eligibility of the subject property to be annexed into the Town as provided by State law.

Public notice regarding the March 15, 2021 Public Hearing (second reading) of the annexation was published in the Douglas County News Press dated February 11, 2021 and all other public notice requirements have been addressed in accordance with State law and Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2018, the Town annexed the area known as the Grasslands/Prairie Trail PD in the far northwestern section of the community. This annexation included all of the Upland Drive right-of-way north of the Compark Boulevard intersection and the private property adjacent to and north of Compark Boulevard between the Upland Drive and Prairie Trail Drive intersections. Town snowplowing and roadway maintenance of the annexed portion of Upland Drive requires access through this section of Compark Boulevard that is currently located in unincorporated Douglas County.

In order to access Upland Drive for roadway maintenance, the Town began utilizing and maintaining the section of unincorporated Compark Boulevard described herein. Additionally, there is an adjacent private property located in the Town that is utilizing the section of unincorporated Compark Boulevard for access to their site which is atypical. This creates the potential for future problems because the Town has jurisdiction over the private property and the County has jurisdiction over the adjacent road including access. The approval of this annexation will:

- Rationalize the Town's municipal boundary with the roadway it owns in the Compark Village PD
- Address potential access issues arising from split jurisdiction
- Ensure the Town has full control of the roadway section for operations and maintenance

This proposed annexation is consistent with the Parker 2035 Master Plan since the area is located within the Town's Planning Area boundary for future growth and development. In addition, the proposed annexation is a routine, technical action to ensure that Town-owned property is located within our municipal boundaries.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



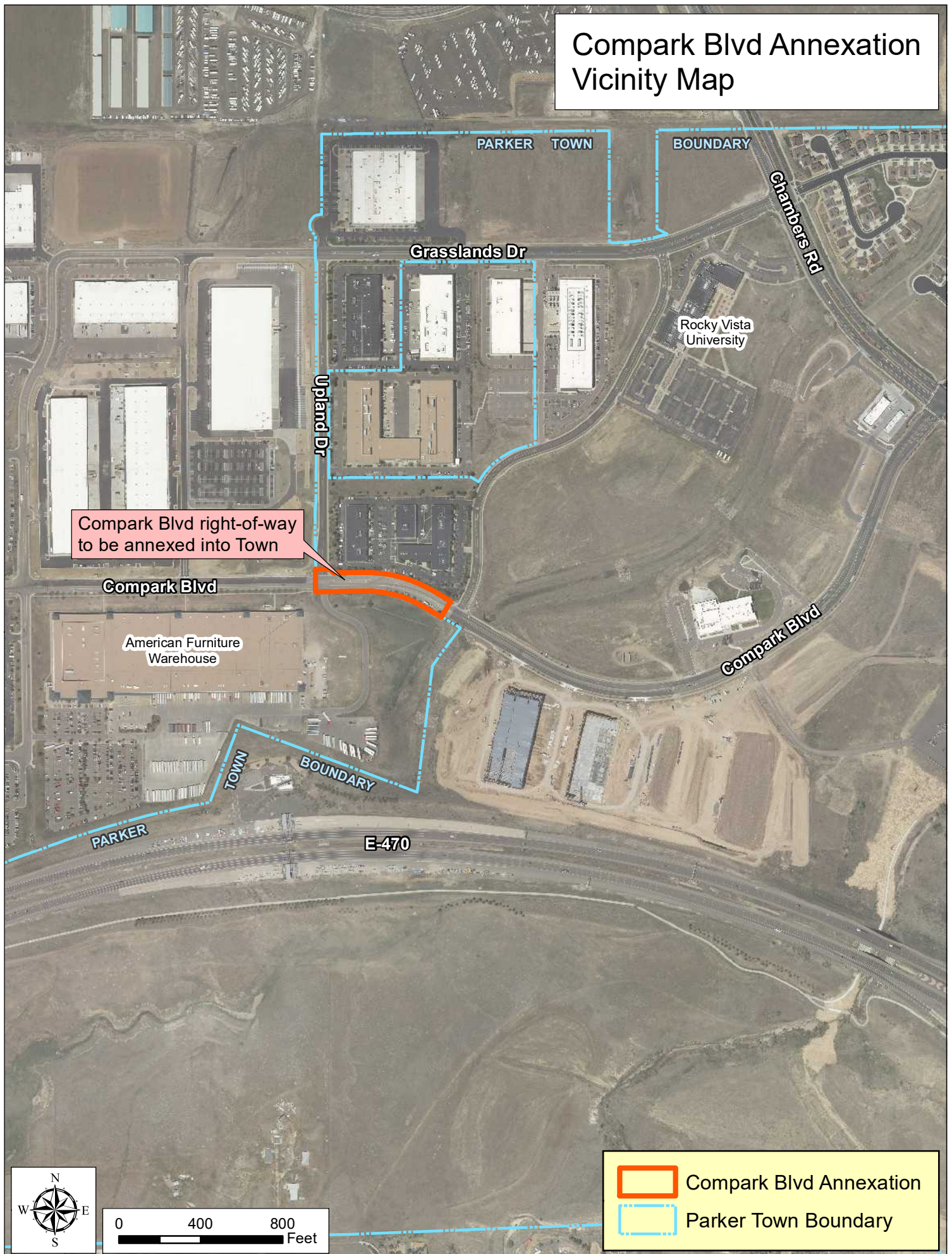
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 2.275
3. Annexation Map

RECOMMENDED MOTION

I move to approve Ordinance No. 2.275 on first reading and to schedule second reading for March 15, 2021, as part of the consent agenda.

Compark Blvd Annexation Vicinity Map



ORDINANCE NO. 2.275, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE COMPARK BOULEVARD AT UPLAND DRIVE PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the "Property"), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 4. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 5. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 6. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 7. 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 8. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF COMPARK BOULEVARD, RECORDED IN BOOK 1840 AT PAGE 1577, UPLAND DRIVE, AS SHOWN ON AND DEDICATED BY COMPARK FILING NO. 2 PLAT, RECORDED AT RECEPTION NO. 00031092 AND UPLAND DRIVE AS SHOWN ON AND DEDICATED BY HIGHFIELD BUSINESS PARK, A PLAT RECORDED AT RECEPTION NO. 2007041581, ALL IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LYING WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, SAID COMPARK FILING NO. 2, BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET, AS SHOWN ON SAID COMPARK FILING NO. 2, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 30°22'46" WEST, A DISTANCE OF 90.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID COMPARK BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 555.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 301.39 FEET;
3. SOUTH 89°15'54" WEST, A DISTANCE OF 235.85 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, NORTH 00°12'05" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID UPLAND DRIVE, AS SHOWN ON AND DEDICATED BY THE HIGHFIELD BUSINESS PARK PLAT;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°54'45" EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

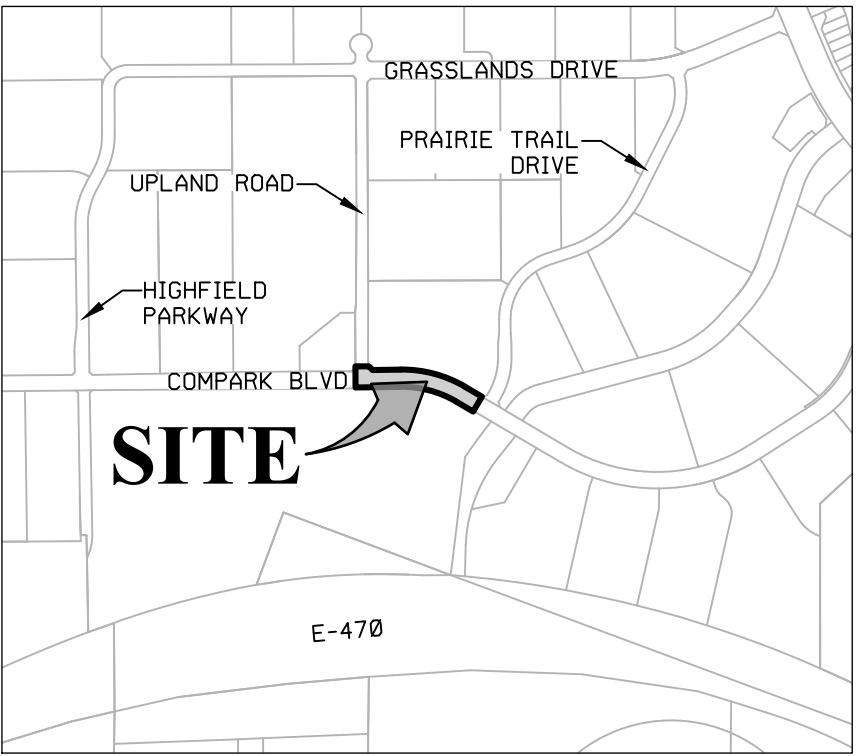
THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 45°28'06" EAST, A DISTANCE OF 27.03 FEET;
2. NORTH 89°15'54" EAST, A DISTANCE OF 145.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;
4. SOUTH 59°37'14" EAST, A DISTANCE OF 103.25 FEET TO THE POINT OF BEGINNING.

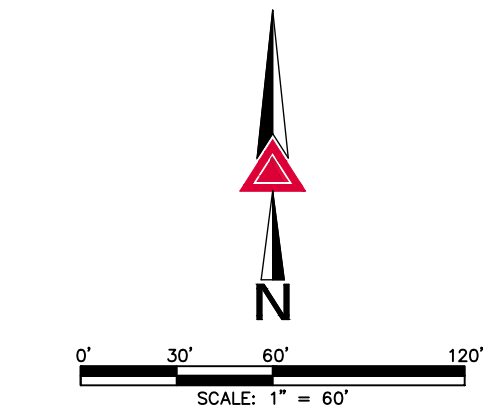
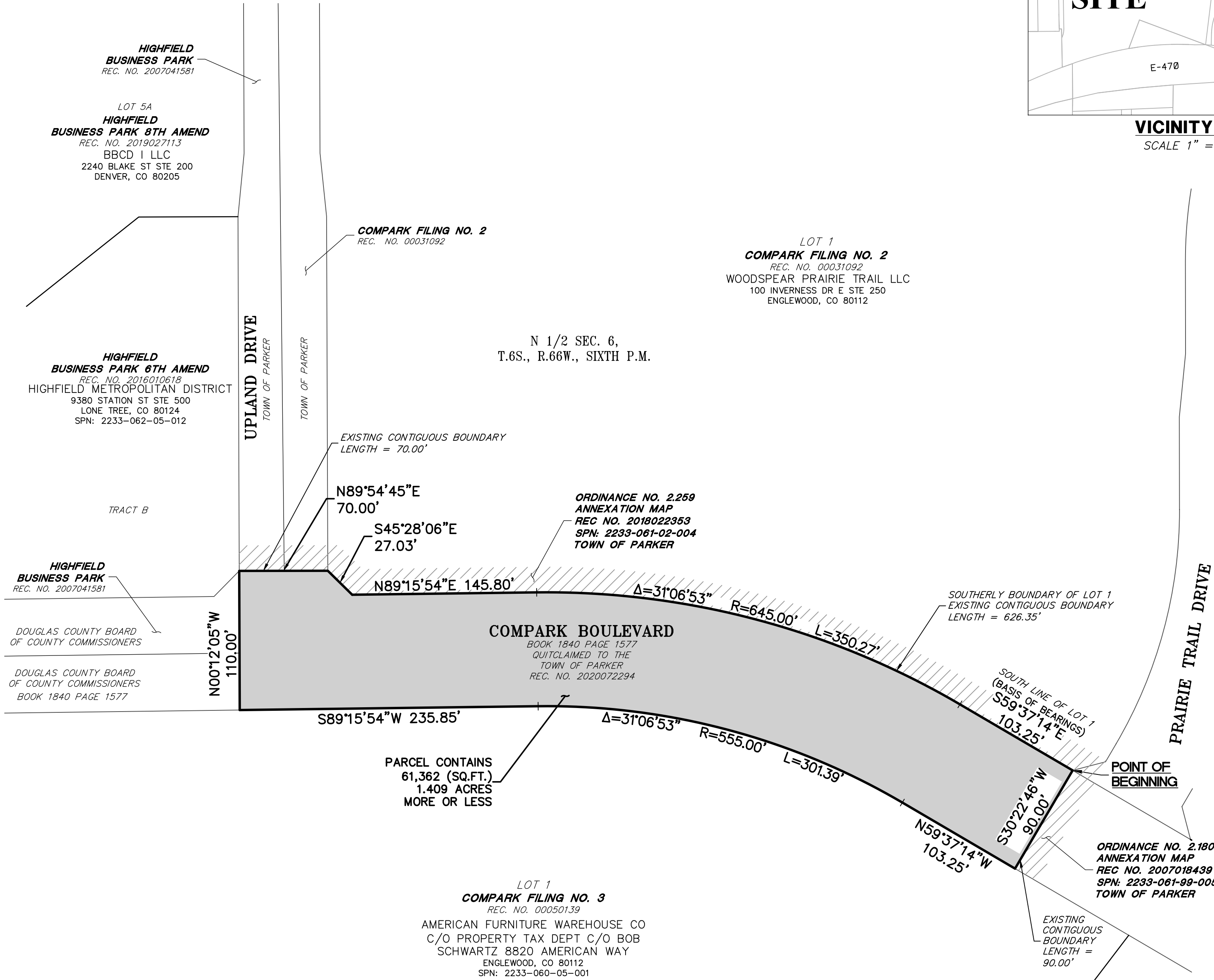
CONTAINING AN AREA OF 1.409 ACRES, (61,362 SQUARE FEET), MORE OR LESS.

COMPARK BOULEVARD AT UPLAND DRIVE ANNEXATION

A PARCEL OF LAND BEING A PART OF COMPARK BOULEVARD, LOCATED IN THE NORTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
1.409 ACRES



VICINITY MAP
SCALE 1" = 1000'



CONTIGUITY

TOTAL PERIMETER = 1536.84'
CONTIGUOUS PERIMETER = 786.35'
1/6 TOTAL PERIMETER = 256.14'
TOTAL AREA = 1.409 ACRES±

OWNER

TOWN OF PARKER
20120 EAST MAIN STREET
PARKER, CO 80138

LEGEND

- CONTIGUOUS TO TOWN OF PARKER, SEE CONTIGUITY CALCULATIONS
- ANNEXATION BOUNDARY
- RIGHT-OF-WAY LINE
- LOT LINE

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF COMPARK BOULEVARD, RECORDED IN BOOK 1840 AT PAGE 1577, UPLAND DRIVE, AS SHOWN ON AND DEDICATED BY COMPARK FILING NO. 2 PLAT, RECORDED AT RECEPTION NO. 00031092 AND UPLAND DRIVE AS SHOWN ON AND DEDICATED BY HIGHFIELD BUSINESS PARK , A PLAT RECORDED AT RECEPTION NO. 2007041581, ALL IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LYING WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, SAID COMPARK FILING NO. 2, BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET, AS SHOWN ON SAID COMPARK FILING NO. 2, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 30°22'46" WEST, A DISTANCE OF 90.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID COMPARK BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES:

- NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 555.00 FEET;
- WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 301.39 FEET;
- SOUTH 89°15'54" WEST, A DISTANCE OF 235.85 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, NORTH 00°12'05" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID UPLAND DRIVE, AS SHOWN ON AND DEDICATED BY THE HIGHFIELD BUSINESS PARK PLAT;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°54'45" EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING FOUR (4) COURSES:

- SOUTH 45°28'06" EAST, A DISTANCE OF 27.03 FEET;
- NORTH 89°15'54" EAST, A DISTANCE OF 145.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;
- SOUTH 59°37'14" EAST, A DISTANCE OF 103.25 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.409 ACRES, (61,362 SQUARE FEET), MORE OR LESS.

TOWN COUNCIL ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2020.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

I, GERALD E. BOYSEN JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

GERALD E. BOYSEN JR.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____

2020 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT _____

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

GENERAL NOTES

- BASIS OF BEARINGS IS THE SOUTH LINE OF LOT 1, COMPARK VILLAGE FILING NO. 2 RECORDED AT RECEPTION NO. 00031092, ASSUMED TO BEAR SOUTH 59°37'14" EAST, A DISTANCE OF 103.25 FEET, AS SHOWN ON SAID PLAT.
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
- THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE 1"=60'	CD GEB	TOWN RBA	DATE 07-17-2020
	ADDRESS TOWN OF PARKER COMMENTS		REVISION DESCRIPTION
	ADDRESS TOWN OF PARKER COMMENTS		
	2020-11-13	GB	BY
	2020-08-10	GB	DATE

COMPARK BOULEVARD ANNEXATION
N 1/2 SEC. 6, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

PREPARED FOR
TOWN OF PARKER
20120 E. MAIN STREET, PARKER, CO 80138

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

AZTEC
CONSULTANTS, INC.

SHEET
1
OF 1 SHEETS

24920-04
JOB NO.



Request for Town Council Action

Date: March 1, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.286.2 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas County Concerning the Dransfeldt Extension
Department: Engineering and Public Works, Chris Hudson
Second Reading: March 15, 2021

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to approve an amendment to the intergovernmental agreement (IGA) with Douglas County for the advancement of the proposed Dransfeldt Road extension project design effort. This IGA amendment is needed to formalize negotiations and jointly fund the continuing design effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has been contemplating the extension of Dransfeldt Road south of Twenty Mile Road, over Cherry Creek, connecting to Motsenbocker Road for over a decade. This proposed roadway is an important component to the Parker area's long-term roadway transportation plan. Due to a portion of the proposed roadway extension being located in unincorporated Douglas County, the project needs to be coordinated with Douglas County. After several years of discussions with Douglas County staff, the Town and County moved forward with an intergovernmental agreement (IGA) and an amendment to the original IGA in 2019 to start the conceptual/preliminary design of this roadway extension. Parker Town Council approved the original IGA at the June 3, 2019 Town Council meeting and 1st amendment was approved at the November 4, 2019 Town Council meeting.

The design for the project commenced in late-2019 and continued through the end of 2020 when the conceptual design work was wrapped up. The Town and Douglas County would like to continue to advance this design in 2021 necessitating the IGA amendment to continue to utilize the consultants selected previously. The Town and Douglas County have both appropriated

\$250,000 as part of their 2021 budgets (\$500,000 total) to fund the next step in the design effort in 2021. The next milestone in the design effort is the submittal of the Conditional Letter of Map Revision (CLOMR) to the Federal Emergency Management Agency (FEMA) by the end of 2021. The Town and Douglas County have agreed to a 50/50 split on this preliminary engineering cost to be completed by December 31, 2021 and an IGA is needed for formalize this arrangement. An ordinance is needed for approval of this IGA amendment.

Assuming that all goes per plan, a final design effort will be undertaken in 2022 and an additional (future) IGA amendment will be needed. A subsequent (future) IGA is anticipated to follow the final design effort to fund construction that is currently projected to occur in 2023

The Douglas County BOCC is scheduled to review this IGA amendment in March. As of assembling this document for first reading, the exact date in March was not established.

FINANCIAL IMPACT

Funding has been appropriated for this continuing design effort in the Streets Capital Projects fund (301-4310).

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.286.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.286.2 on first reading and to schedule second reading for March 15, 2021, as part of the consent agenda.

ORDINANCE NO. 9.286.2, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING COST SHARING FOR THE DRANSFELDT ROAD EXTENSION

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 an Intergovernmental Agreement between the Town of Parker and Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Cost Sharing for the Dransfeldt Road Extension, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING COST SHARING FOR THE DRANSFELDT ROAD EXTENSION

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“**Second Amendment**”) is made and entered into this ____ day of _____, **2021**, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "**Town**"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "**County**"), hereinafter collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into the Intergovernmental Agreement (the “Agreement”) concerning advancing the conceptual / preliminary design of the Dransfeldt Road extension improvements between Twenty-Mile Road and Motsenbocker Road, (the Project”); and

WHEREAS, the Parties entered into a First Amendment to the Agreement (the “First Amendment”) to allow the Town to retain consultants previously selected by the Town to provide professional services for the Project, and allow additional time to complete various tasks associated with the Project; and

WHEREAS, the Town and the County desire to cooperate in further advancing the design required for the Project; and

WHEREAS, the county desires to voluntarily contribute up to \$250,000, which represents approximately fifty percent (50%) of the additional consultant services needed to further advance the design, and the Parties agree to provide additional time for completion of the additional work, as provided in **Section D**, as shown below; and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions stated in this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree to this Second Amendment to the Agreement, including modifications to the following Sections:

Section A. **Section 2** of the Agreement titled, “Project Cost Estimate,” is hereby amended as follows:

As part of this Second Amendment, the Parties have revised the budget and estimated an increase in the Project costs from the original Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) to Seven Hundred Fifty Thousand Dollars and No Cents; (\$750,000.00) and the Parties’ contribution shall be in accordance with the amounts stipulated in **Section B** and **Section C** shown below, and based on the actual Project expenditures performed by the Qualified Engineer.

Section B. The first full Paragraph of **Section 3** of the Agreement, titled “County Contribution and Responsibilities,” is amended to provide as follows:

As part of this Second Amendment, the County agrees to pay to the Town an amount not to exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) for a total amount of Three Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00), hereinafter referred to as the “County Contribution” for the sole purpose of further advancing the design of the Project associated with paying for a portion of the professional services performed by the Qualified Engineer. In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any additional work authorized by the Town or for any unforeseen project costs or claims.

Section C. As a part of this Second Amendment, the last full Paragraph of **Section 4** of the Agreement titled “Town Contribution and Responsibilities,” is amended to provide as follows:

At the completion of the preliminary design effort performed by the Qualified Engineer or termination of the Qualified Engineer, the Town will provide written notification to the County regarding any unused project funding; and the County shall be refunded fifty percent (50%) of any amount of the difference between the actual Project expenditures and the increased Project Cost Estimate, which has been revised and is now estimated to equal Seven Hundred Fifty Thousand Dollars and No Cents; (\$750,000.00). The Town shall refund the County within forty-five (45) days for any of the reasons stipulated above.

Section D. **Section 5** of the Agreement, titled “Time of Performance,” is replaced in its entirety with the following:

The Parties acknowledge and agree that the Project shall be substantially completed on or before **December 31, 2021**.

Section E. **Section 10** of the First Amendment, titled “Additional Documents,” is amended by the addition of the following language to the end of the Section:

The Town and the County acknowledge and agree that the Agreement has been modified to include the additional information and provisions identified in the First Amendment and this Second Amendment.

The remainder of the Agreement and the First Amendment shall be unchanged and in full force and effect.

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

IN WITNESS WHEREOF, this Second Amendment is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Lora L. Thomas, Chair

ATTEST:

APPROVED AS TO CONTENT:

Emily Wrenn,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance



Request for Town Council Action

Date: March 1, 2021

Submitted By: Rhonda Willey, Controller

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.547.1 - First Reading**
A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey
Second March 15, 2021
Reading:

EXECUTIVE SUMMARY

This item is for a revision to the 2021 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

1. Carryovers, which are the reappropriation of unspent appropriation from the prior year to the current year for projects that cover multiple years, or were not finished and under contract at the end of the previous 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 for these adjustments.

FINANCIAL IMPACT

	SUPPLEMENTAL EXPENDITURES	CARRYOVER	NET REVISION
General Fund	\$106,500	\$1,065,090	\$1,171,590
Parks and Recreation Fund	54,000	1,451,602	1,505,602
Cultural Fund		49,647	49,647

Recreation Fund	15,000		15,000
Public Improvements Fund		20,534,436	20,534,436
Stormwater Fund		5,350,647	5,350,647
Facility Services Fund		53,000	53,000
Total All Funds	\$175,500	\$28,504,422	\$28,679,922

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.547.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.547.1 on first reading and schedule second reading for March 15, 2021, as part of the consent agenda.

ORDINANCE NO. 1.547.1, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2021 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 2021 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker**2021 Revised Budget Ordinance 1.547.1**

1st Reading

March 1, 2021

2nd Reading

March 15, 2021

Exhibit A

	<u>Revision</u>	<u>2021 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 28,415,916
Revenue		56,489,089
Revenue revision	-	-
Total revised revenue		56,489,089
Total available		84,905,005
Expenditures		65,475,423
2020 Carryover	1,065,090	
Supplemental appropriation	106,500	
Total expenditure revision		1,171,590
Total revised expenditures		66,647,013
Ending fund balance		\$ 18,257,993
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 12,725,006
Revenue		10,278,657
Revenue revision	-	-
Total revised revenue		10,278,657
Total available		23,003,663
Expenditures		13,422,392
2020 Carryover	1,451,602	
Supplemental appropriation	54,000	
Total expenditure revision		1,505,602
Total revised expenditures		14,927,994
Ending fund balance		\$ 8,075,669

Town of Parker**Exhibit A****2021 Revised Budget Ordinance 1.547.1**

1st Reading

March 1, 2021

2nd Reading

March 15, 2021

	<u>Revision</u>	<u>2021 Revised Budget</u>
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 1,207,224
Revenue		4,229,524
Revenue revision	-	-
Total revised revenue		4,229,524
Total available		5,436,748
Expenditures		4,831,630
2020 Carryover	49,647	
Supplemental appropriation	-	
Total expenditure revisions		49,647
Total revised expenditures		4,881,277
Ending fund balance		\$ 555,471
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 1,299,341
Revenue		9,438,200
Revenue revision	-	-
Total revised revenue		9,438,200
Total available		10,737,541
Expenditures		9,453,269
2020 Carryover	-	
Supplemental appropriation	15,000	
Total expenditure revisions		15,000
Total revised expenditures		9,468,269
Ending fund balance		\$ 1,269,272

Town of Parker**2021 Revised Budget Ordinance 1.547.1**

1st Reading

March 1, 2021

2nd Reading

March 15, 2021

Exhibit A

	<u>Revision</u>	<u>2021 Revised Budget</u>
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 49,636,903
Revenue		9,953,140
Revenue revision	-	-
Total revised revenue		9,953,140
Total available		59,590,043
Expenditures		19,520,000
2020 Carryover	20,534,436	
Supplemental appropriation	-	
Total expenditure revisions		20,534,436
Total revised expenditures		40,054,436
Ending fund balance		\$ 19,535,607
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 10,328,307
Revenue		11,269,389
Revenue revision	-	-
Total revised revenue		11,269,389
Total available		21,597,696
Expenditures		15,505,766
2020 Carryover	5,350,647	
Supplemental appropriation	-	
Total expenditure revisions		5,350,647
Total revised expenditures		20,856,413
Ending fund balance		\$ 741,283

Town of Parker**Exhibit A****2021 Revised Budget Ordinance 1.547.1**

1st Reading

March 1, 2021

2nd Reading

March 15, 2021

	<u>Revision</u>	<u>2021 Revised Budget</u>
<u>Facility Services Fund</u>		
Beginning fund balance (unaudited)		\$ 282,717
Revenue		1,090,300
Revenue revision	-	-
Total revised revenue		<u>1,090,300</u>
Total available		<u>1,373,017</u>
Expenditures		1,088,299
2020 Carryover	53,000	
Supplemental appropriation	-	
Total expenditure revisions		<u>-</u>
Total revised expenditures		<u>1,088,299</u>
Ending fund balance		<u><u>\$ 284,718</u></u>

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

1st reading 03/01/2021

2nd reading 03/15/2021

	Supplemental Expenditures	Carryover	Total Expenditures	Net Revision
General Fund	\$ 106,500	\$ 1,065,090	\$ 1,171,590	\$ 1,171,590
Parks and Recreation Fund	54,000	1,451,602	1,505,602	1,505,602
Cultural Fund	-	49,647	49,647	49,647
Recreation Fund	15,000	-	15,000	15,000
Public Improvements Fund	-	20,534,436	20,534,436	20,534,436
Stormwater Fund	-	5,350,647	5,350,647	5,350,647
Facility Services Fund	-	53,000	53,000	53,000
Total all funds	<u>\$ 175,500</u>	<u>\$ 28,504,422</u>	<u>\$ 28,679,922</u>	<u>\$ 28,679,922</u>

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

1st reading 03/01/2021

2nd reading 03/15/2021

Description	Amount
-------------	--------

General Fund

Bike and Pedestrian Plan	11,898
Land Development Ordinance Modernization	180,297
Zoning Map - Aztec	16,800
Noise Ordinance Amendment	13,508
LED Conversion of Town Hall	65,000
Townwide Facility Master Plan	300,000
Police Academy 2020	11,500
Lexis Nexis online reporting interface	9,000
Citation Conversion Project	21,000
LED Conversion of Police Department	50,000
Pine Lane & Hess Road Bridge Rail Rehab	60,410
2020 Townwide Diamond Grind and Joint Seal program	242,862
Design for Pikes Peak Avenue/PACE Center Improvements	30,000
Traffic Model Software Upgrade	1,698
Signage Replacement (materials)	13,767
Signage Replacement (labor)	30,850
Pavement Marking	1,500
Final Design and Permitting of Motsenbocker Employee Parking Lot Lighting	5,000

Total General Fund carryover revision

\$1,065,090**Parks and Recreation Fund**

H2O'Brien Pool Renovation Project	136,500
H2O'Brien Pool Renovation FF&E	17,852
East/West Regional Trail	25,000
Park Site Signage	10,000
Auburn Hills Park & Soccer Field	119,000
High Plains Trail Connection	750,000
Rowley Downs Train Connection	305,000
Lemon Gulch Trail	88,250

Total Parks and Recreation Fund carryover revision

\$1,451,602

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

1st reading 03/01/2021

2nd reading 03/15/2021

Description	Amount
Cultural Fund	
Theater Equipment	5,589
The Schoolhouse Parking Lot and Plaza	44,058
Total Cultural Fund carryover revision	\$49,647

Public Improvement Fund

Signal-Chambers/Compark	6,900
Signal-Chambers/Grasslands	33,664
Parker Road Responsive Signal	11,200
Signal-Hess Rd/Country Mead Square	4,270
Signal-Chambers/Crowfoot/Bayou	30,000
Signal-20-Mile/Pony Express	30,000
Jordan/Cottonwood/Midblock Ped Xing	80,182
Street Reconstruction Projects	2,233,000
Roadway Safety Enhancements	75,000
Parker Road Sidewalk Project	1,992,792
Townwide Sign Program	105,200
Jordan Road Widening to Hess Road	75,000
Hess-Motsenbocker Projects	1,820,600
Dransfeldt-Motsenbocker-Todd Roadway Alignment	197,900
North Parker Road Improvements	80,900
Mainstreet Safety Circulation Improvements	1,362,428
SW Parker Road and Mainstreet	1,535,300
Motsenbocker Widening-Clark Farms to Todd Dr	80,000
Cottonwood Widening-Jordan to Cherry Creek	9,815,585
Mainstreet North Side Sidewalk	34,000
J. Morgan Extension	89,815
Kings Point Way	202,300
Parker Rd/20 Mile/E470 Mobility	24,800
Power Line Undergrounding	613,600
Total Public Improvement Fund carryover revision	\$20,534,436

Stormwater Fund

Lemon Gulch Drainage Improvements	200,000
Cherry Creek at KOA Drainageway Improvements	239,877
Newlin Gulch Crossing at East-West Trail	7,410
Green Acres Tributary at Compark Village South	4,903,360
Total Stormwater Fund carryover revision	\$5,350,647

Town of Parker

Exhibit A

Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1

1st reading 03/01/2021

2nd reading 03/15/2021

Description	Amount
-------------	--------

Facility Services Fund

Town-wide building automation upgrade	53,000
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<i>Total Facility Services Fund carryover revision</i>	\$53,000
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<i>Total carryover revision</i>	\$28,504,422
--	---------------------------------

Expenditures

General Fund

2021 Special Election	50,000
Biennial review of the Town's compensation plan	27,000
Parks Design Manual	29,500
<i>Total General Fund expenditure supplemental revision</i>	<u>\$106,500</u>

Parks and Recreation Fund

Safety Improvements at O'Brien Park	54,000
<i>Total Parks and Recreation Fund expenditure supplemental revision</i>	<u>\$54,000</u>

Recreation Fund

Correct budget book error for Fieldhouse control panel project	15,000
<i>Total Recreation Fund expenditure supplemental revision</i>	<u>15,000</u>

<i>Total expenditure supplemental revision</i>	<u><u>\$175,500</u></u>
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Request for Town Council Action

Date: March 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.455.1 - First Reading**
A Bill for an Ordinance to Amend Section 2.06.030 of the Parker Municipal Code Concerning the Affidavit of Intent for Write-In Candidates for Municipal Office and Cancelling Election

Department: Town Attorney, Jim Maloney

Second Reading: March 15, 2021

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to bring the Parker Municipal Code into conformance with the Municipal Election Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2000, the Charter was amended to allow elections to be coordinated with Douglas County. Since 2000, Douglas County has conducted the Town's November elections under the Uniform Election Code. The Town will be holding a special election on April 20, 2021. For the reason that this election is not being held in November, the Town will not be able to coordinate the election with Douglas County under the Uniform Election Code. As a result, the Town's special election must be held under the Municipal Election Code, which has not been amended since the last time the Town held an election under the Municipal Election Code. The purpose of the attached ordinance is to bring the Parker Municipal Code into conformance with the Municipal Election Code, specifically Section 2.06.030, which addresses write-in candidates and the ability to cancel elections if the number of candidates does not exceed the number of offices to be filled at the election.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.455.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.455.1 on first reading and to schedule second reading for March 15, 2021, as part of the consent agenda.

ORDINANCE NO. 1.455.1, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.06.030 OF THE PARKER MUNICIPAL CODE CONCERNING THE AFFIDAVIT OF INTENT FOR WRITE-IN CANDIDATES FOR MUNICIPAL OFFICE AND CANCELLING ELECTION

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

Section 1. Section 2.06.030 of the Parker Municipal Code is amended to read as follows:

2.06.030 Affidavit of intent for write-in candidates for municipal office and cancelling election.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the Town Clerk by the person whose name is written in prior to ~~twenty (20)~~ **sixty-four (64)** days before the day of the election; the affidavit of intent shall indicate that such person desires the office and is qualified to assume the duties of that office if elected. **If the only matter before the voters is the election of persons to office and if, at the close of business on the sixty-fourth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the Town Clerk, if instructed by resolution of the Town Council either before or after such date, shall cancel the election and by resolution declare the candidates elected. Upon such declaration the candidates shall be deemed elected. Notice of such cancellation shall be published, if possible, in order to inform the electors of the Town, and notice of such cancellation shall be posted at each polling place and in not less than one other public place.**

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 _____,
2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: March 1, 2021

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.307.1 - First Reading**
A Bill for an Ordinance Approving the First Amendment to 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. 20-01.13A, 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 15, 2021

EXECUTIVE SUMMARY

This item proposes to amend an Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD). The amendment proposes to codify the funding and construction of major drainageway improvements to Lemon Gulch associated with the Looking Glass development. The improvements to Lemon Gulch will be 100% funded by the Looking Glass developer and constructed by MHFD as a Fee-in-Lieu project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Looking Glass development is located in the southwest quadrant of the Town, generally west of Crowfoot Valley Road and south of Stroh Road. The major infrastructure required to support the first segment of residential development on this property is currently under construction. The developer's infrastructure obligations include major drainageway improvements to portions of Lemon Gulch and a tributary stream known as Brandy Gulch that are located on the property. The Town's Code requires that the developer construct or fund these master-planned improvements on the property. The improvements to the drainageways consist of stabilization improvements and selective regrading of the streams to provide stable grades and improved channel geometry.

The Town and the MHFD have negotiated with the developer a Fee-in-Lieu (FIL) arrangement

for the drainageway improvements. A FIL arrangement requires the developer to fund 100% of the cost to design and construct the improvements, which are then managed by MHFD with assistance from the Town. This approach provides benefits to both the Town/MHFD and the developer - the Town/MHFD receive increased control of the project direction, including engineer and contractor selection, and the developer is able to remove the improvements and any related permitting from their scope of work and schedule.

FIL arrangements require the developer to provide the project funding to the Town by way of a subdivision or development agreement, which the Town then provides to MHFD via IGA. This IGA was originally reviewed and approved by Town Council in 2020 in order to codify the funding and construction of the Brandy Gulch improvements. This amendment now proposes to codify the funding and construction of the Lemon Gulch improvements by requiring the Town to provide the developer's funding to MHFD, and in turn requiring MHFD to construct the improvements.

Construction of the Brandy Gulch improvements is currently underway, and construction of the Lemon Gulch improvements is anticipated to begin in the coming months, pending federal permitting being obtained.

FINANCIAL IMPACT

The Lemon Gulch improvements will be funded 100% by the Looking Glass developer at no cost to the Town or MHFD. As a public drainageway, Lemon Gulch will be eligible for long-term maintenance assistance through the Town's Stormwater Utility and the MHFD Maintenance Eligibility Program. The project cost breaks down as follows:

Brandy Gulch - \$1,293,907.81 (developer funds previously provided to MHFD)

Lemon Gulch - \$5,611,181.92 (developer funds proposed to be provided to MHFD)

Total Cost - \$6,905,089.63

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



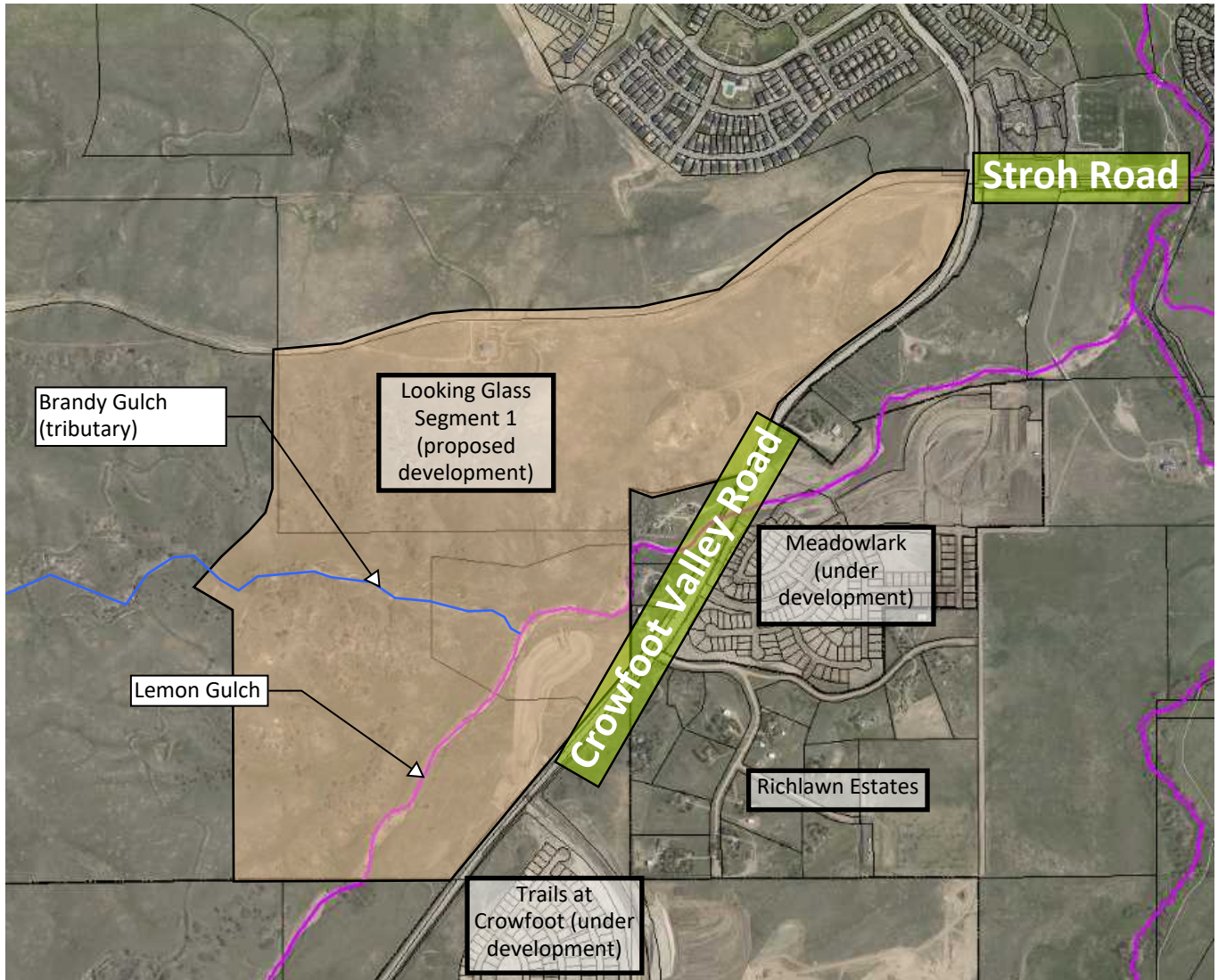
**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

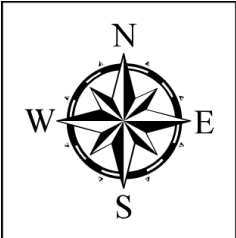
1. Vicinity Map
2. Ordinance 9.307.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.307.1 on first reading and to schedule second reading for March 15, 2021, as part of the consent agenda.



Lemon Gulch Upstream of
Crowfoot Valley Road
Vicinity Map



ORDINANCE NO. 9.307.1, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD (AGREEMENT NO. 20-01.13A, 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 First Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13A, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO 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. 20-01.13A
Project No. 107087

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding 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) dated April 16, 2020 (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to progress to another phase of construction at Lemon Gulch upstream of Crowfoot Valley Road (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$5,611,181.82; and

WHEREAS, the Town Council of TOWN has 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. Construction;
 2. Construction Contingency (5% of Construction);
 3. Construction Engineering Services;
 4. Vegetation Establishment (Brandy Gulch and Lemon Gulch);
 5. Administrative Fee (which includes permit monitoring costs).

- B. It is understood that PROJECT costs as defined above are not to exceed \$6,905,089.63 without amendment to this AGREEMENT.

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

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Construction	\$ 5,957,244.10	\$ 1,069,706.25
2. Construction Contingency	\$ 297,862.21	\$ 53,485.31
3. Construction Eng. Services	\$ 299,902.00	\$ 127,928.00
4. Vegetation Establishment (Brandy Gulch & Lemon Gulch)	\$ 233,980.00	\$ 0.00
5. Administrative Fee	\$ 116,101.32	\$ 42,788.25
Grand Total	\$ 6,905,089.63	\$ 1,293,907.81

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

5. MANAGEMENT OF FINANCES

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

- A. Construction. The estimated cost of Construction, as set forth in Exhibit D of this Agreement, shall be based on actual costs but shall not exceed Five Million Nine Hundred Fifty Seven Thousand Two Hundred Forty Four Dollars Ten Cents (\$5,957,244.10).
- B. Construction Contingency. Funds for Construction Contingency shall be collected. The cost shall be five (5) percent of the Construction cost, which amounts to Two Hundred Ninety Seven Thousand Eight Hundred Sixty Two Dollars Twenty One Cents (\$297,862.21).
- C. Construction Engineering Services. The estimated cost of Construction Engineering Services, as set forth in Exhibit E of this Agreement, shall be based on actual costs but shall not exceed Two Hundred Ninety Nine Thousand Nine Hundred Two Dollars (\$299,902.00).
- D. Vegetation Establishment. The estimated cost of Vegetation Establishment shall be based on actual costs but shall not exceed Two Hundred Thirty Three Thousand Nine Hundred Eighty Dollars (\$233,980).
- 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 One Hundred Sixteen Thousand One Hundred One Dollars Thirty Two Cents (\$116,101.32).

- F. Payment. TOWN agrees to fund the Construction, Establishment, and Monitoring and make a payment in the amount of Six Million Nine Hundred Five Thousand Eight Hundred Ninety Dollars Sixty Three Cents (\$6,905,089.63) 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 December 31, 204, 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.

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

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

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

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

By_____

Name_____

Title_____

Date_____

[illegible]

25	SC-12-001	Sculpted Concrete	1,976	SY	\$216.00	\$426,816.00
26	SC-18-002	Sheet Pile, Steel, Light	2,240	SF	\$34.00	\$76,160.00
27	SC-16-001	Concrete Sheet Pile Cap	304	LF	\$69.00	\$20,976.00
28	RW-11-003	Type M Void-Filled Riprap, Sculpted Concrete Drop Structure	474	CY	\$94.00	\$44,556.00
29	RW-11-003	Type M Void-Filled Riprap, Tie-in Drop Structures	797	CY	\$94.00	\$74,918.00
30	RW-11-003	Type M Void-Filled Riprap, Bench Stabilization Vane	1,587	CY	\$94.00	\$149,178.00
31	RW-11-003	Type M Void-Filled Riprap, Boulder Cascade	730	CY	\$94.00	\$68,620.00
32	RW-11-003	Type M Void-Filled Riprap, Tributary Rundowns and Brandy Gulch Confluence	583	CY	\$94.00	\$54,802.00
33	RW-12-005	Type H Void-Filled Riprap, Tie-in Drop Structures	1,698	CY	\$97.00	\$164,706.00
34	RW-12-005	Type H Void-Filled Riprap, Riffle Structures	7,928	CY	\$97.00	\$769,016.00
35	RW-12-003	Type H Void-Filled Riprap, Boulder Cascade	2,928	CY	\$97.00	\$284,016.00
36	RW-12-005	Type VH Soil Riprap, Tie-in Drop Structures	178	CY	\$120.00	\$21,360.00
37	RW-06-004	30"-36" Boulders, Boulder Cascade	427	EA	\$333.00	\$142,191.00
38	RW-06-004	30"-36" Boulders, Tie-in Drop Structures	230	EA	\$333.00	\$76,590.00
39	RW-06-006	48" Boulders, Boulder Cascade	5	EA	\$639.00	\$3,195.00
40	RW-06-006	48" Boulders, Boulder Cascade	71	EA	\$639.00	\$45,369.00
41	RW-06-006	48" Boulders, Tie-in Drop Structures	44	EA	\$639.00	\$28,116.00
42	RW-12-004	Type H Soil Riprap, Bank Protection 2	2,039	CY	\$88.00	\$179,432.00
43	RW-12-003	Type M Soil Riprap, Bank Protection 3	1,985	CY	\$85.00	\$168,725.00
44	RW-12-002	Type L Soil Riprap, Pond 4 Emergency Spillway	98	CY	\$85.00	\$8,330.00
RECREATIONAL TRAIL						
45	SC-08-001	Concrete Trail	1,963	SY	\$69.00	\$135,447.00
46	SC-08-002	Concrete Trail - Thickened Edge with Reinforced Concrete	240	SY	\$157.00	\$37,680.00
LANDSCAPING						
47	LS-02-006	Erosion Control Blanket, Coir Mat	26,937	SY	\$9.75	\$262,635.75
48	LS-02-006	Erosion Control Blanket, Coir Mat, Miscellaneous	1,500	SY	\$9.75	\$14,625.00
49	LS-02-007	Erosion Control Blanket, Straw/Coconut Mix, Miscellaneous	4,000	SY	\$6.30	\$25,200.00
50	LS-10-005	Seeding, Upland, Broadcast	24.7	AC	\$2,003.00	\$49,474.10
51	LS-07-002	Mulch, Crimped Straw	5.9	AC	\$2,050.00	\$12,095.00
52	LS-08-001	Mulch, Hydromulch	18.9	AC	\$2,050.00	\$38,745.00
53	LS-15-001	Biosol	24.7	AC	\$1,725.00	\$42,607.50

54	--	Plantings (Trees, shrubs, and grass plugs)	1	LS	\$50,000.00	\$50,000.00
55	--	Irrigation/Watering	1	LS	\$100,000.00	\$100,000.00
BID TOTAL						\$4,887,537.85

PROPOSAL

Project: Lemon Gulch Channel Improvements at Looking Glass

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

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

Date: December 9, 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 Lemon Gulch at Looking Glass west of Crowfoot Valley Road approximately 1600 ft upstream of Chambers Road to approximately 2500 ft downstream of Chambers Road in Parker, Colorado. This work is based on a 100% design package entitled Lemon Gulch Channel Improvements at Looking Glass, completed by Muller Engineering Company in October 2020. Primary improvements will include channel and floodplain stabilization, including bank protection, channel grading, riffle drops, boulder cascades, a sculpted concrete drop, 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 Project management and administration services. 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 and Support Services

Field engineering and support services for construction services will be provided. This will include reviewing product submittals, coordinating field engineering and special services, coordination with the Looking Glass team, attending the preconstruction meeting and progress meetings and preparation of



meeting notes, assisting with field orders, change orders and partial pay estimates (assume 9), and attending final walk-through and assisting with preparing associated punch-list. Additionally, this task includes inspection of the constructed improvements and preparation of inspection reports by Muller Engineering Company. The total duration of inspection services is assumed to be 9 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 2 hrs/wk Sara, and 8 hrs/wk Adam.
- Medium Period (2 months). Assume 4 hrs/wk Sara, and 16 hrs/wk Adam.
- Heavy Period (6 months). Assume 8 hrs/wk Sara, and 24 hrs/wk Adam.

As detailed in the fee spreadsheet in Appendix A, Muller anticipates the following levels of support: Month 1-2 Medium, Month 3-7 Heavy, Month 8 Medium, and Month 9 Light.

Specialty inspection will also be provided by subconsultants of Muller. The scope for 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, as part of a separate contract and is not included in this scope of services. Surveyed elevations within the project area will be collected that will confirm crests and toes of rock and sculpted concrete structures were constructed within tolerance. Additional survey will be performed along hydraulic cross sections to confirm grades are within an acceptable tolerance to not cause issues with floodplain water surface elevations when the LOMR application is made. The additional hydraulic cross section survey shots will not be placed on the as-built set, but will be utilized and documented at the time of the LOMR application submitted.

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.

CTL Thompson, Inc. will provide materials testing 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. During construction, the hydrology will be evaluated, and the appropriate plantings and irrigation availability will be determined at that time (similar to the approach proposed on Brandy Gulch).

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 or equivalent for quality testing. Muller will coordinate with ERC to review results and confirm soil amendment specifications.

Corvus Environmental Consulting, LLC. Will perform periodic site visits to assure compliance with environmental/cultural permitting related to the USACE 404 permit.

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 **\$200,000**. 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 February 2021 and will last until October 2021, for a total of 9 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 me at 303-988-4939 ext. 134 or 615-636-6540 if you have any questions regarding this proposal.

Best,

Sara R. Johnson, PE, CFM

Project Manager

Appendix A

Detailed Fee Estimate

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE



CLIENT:

Mile High Flood District, Town of Parker

PROJECT:

Lemon Gulch Channel Improvements at Looking Glass

PROPOSAL NO.: 918.25

PREPARED BY: SRJ

CHECKED BY: JPI

PROJECT NO.: 19-037.XX

DATE: 12/9/2020

PROPOSED TOTAL FEE: \$ 200,000

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)					EXPENSES							TOTALS			
		Senior Project Manager 8	Project Manager 6 (H)	Construction Manager 5	Design Engineer 3	Technician/CADD Operator 3	OUTSIDE SERVICES	TRAVEL / LIVING	REPRODUCTION	EQUIPMENT	DELIVERY / POSTAGE	MISCELLANEOUS	VENDOR (MISC.)	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
	2021 Billing Rate >>>	\$197	\$172	\$151	\$125	\$102											
100	Contract Administration																
	Project Management and Invoicing Reports	4	24											28	\$ 4,916		\$ 4,916
	SUBTOTAL													28	\$ 4,916		\$ 4,916
200	Field Engineering and Support Services																
	Muller inspection - Month 1 (medium coverage). Assume 4 hrs/wk Sara and 16 hrs/wk Adam.		17	69			\$		204					87	\$ 13,45	\$	\$ 204 13,853
	Muller inspection - Month 2 (medium coverage). Assume 4 hrs/wk Sara and 16 hrs/wk Adam.		17	69			\$		204					87	\$ 13,45	\$	\$ 204 13,853
	Muller inspection - Month 3 (heavy coverage). Assume 8 hrs/wk Sara and 24 hrs/wk Adam.		35	104			\$		365					139	\$ 21,66	\$	\$ 365 22,230
	Muller inspection - Month 4 (heavy coverage). Assume 8 hrs/wk Sara and 24 hrs/wk Adam.		35	104			\$		365					139	\$ 21,66	\$	\$ 365 22,230
	Muller inspection - Month 5 (heavy coverage). Assume 8 hrs/wk Sara and 24 hrs/wk Adam.		35	104			\$		365					139	\$ 21,66	\$	\$ 365 22,230
	Muller inspection - Month 6 (heavy coverage). Assume 8 hrs/wk Sara and 24 hrs/wk Adam.		35	104			\$		365					139	\$ 21,66	\$	\$ 365 22,230
	Muller inspection - Month 7 (heavy coverage). Assume 8 hrs/wk Sara and 24 hrs/wk Adam.		35	104			\$		365					139	\$ 21,66	\$	\$ 365 22,230
	Muller inspection - Month 8 (medium coverage). Assume 4 hrs/wk Sara and 16 hrs/wk Adam.		17	69			\$		204					87	\$ 13,45	\$	\$ 204 13,853
	Muller inspection - Month 9 (light coverage). Assume 2 hrs/wk Sara and 8 hrs/wk Adam.		9	35			\$		803					43	\$ 6,72	\$	\$ 803 7,033
	SUBTOTAL													997	\$ 155,4	\$1	\$ 92,34 159,740
300	Document Preparation																
	As-built Drawings	2	12	10	32	38								94	\$ 11,844		\$ 11,844
	SUBTOTAL													94	\$ 11,844		\$ 11,844
400	Special Services																
	As-built Survey (EMK)(Paid for by Developer)						\$	-									
	Ecology (ERC)						\$	1 00,52							\$	00,521	\$ 12,500
	Permitting (CORVUS)						\$	00,05							\$	00,05	\$ 5,000
	Materials Testing (CTL Thompson)						\$	00,06							\$	00,06	\$ 6,000
	SUBTOTAL														\$	00,532	\$ 23,500
	TOTAL HOURS	6	270	773	32	38								1119			
	\$ \$ OA TT ALBOR		28,1	04,464	37,6611	\$ 00,04	67,83								\$ 172,171		
	TOTAL EXPENSES						\$	\$0,532	92,34	\$	\$	\$	- \$ -	- - -	\$	92,872	
	TOTAL FEE																\$ 200,000



Request for Town Council Action

Date: March 1, 2021

Submitted By: John Fussa, Community Development Director
Jim Tsurapas, Chief of Police
Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.59.2 - First Reading**
A Bill for an Ordinance to Amend Chapters 6.01 and 6.03 of the Parker Municipal Code Concerning Noise Regulations
Department: Community Development, John Fussa
Town Attorney, Jamie Wynn
Second Reading: March 15, 2021

EXECUTIVE SUMMARY

The purpose of these amendments are to update the Parker Municipal Code and to further clarify the sections of the Code dealing with noise regulations. The Amendments will address updated standards for the regulation of noise and sound as well as various prohibitions and exceptions based on prior discussions with Town Council. The proposed standards are based upon information and recommendations from sound engineering consultants CENSEO AV+Acoustics.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Sections of Chapter 6.03 the Parker Municipal Code focus on public health and welfare and are intended to provide for a safe environment and quality of life. Excessive noise, sound and vibration can jeopardize public health, welfare and the safety of the Town's citizens by creating nuisances that degrade quality of life and adversely impact the community.

In 2019, an amendment was added to Chapter 6.03 of the the Parker Municipal Code related to the use of loudspeakers, public address systems and similar devices. After having an opportunity to review the effect of these amendments, staff propose additional amendments to clarify the purpose of the Code sections that regulate noise and sound in residential, mixed-use and non-residential (commercial) areas. The proposal includes updated standards, prohibitions and exceptions regarding noise and sound.

FINANCIAL IMPACT

Sounds level meters will need to be purchased and staff will need to be trained on the use of the purchased equipment for purposes of enforcing an amended Ordinance. There will be an initial cost for the purchase of the meters and related equipment, potential costs for the software to download the information from the meters and subsequent yearly costs for calibration of the meters.

STRATEGIC GOAL(S)



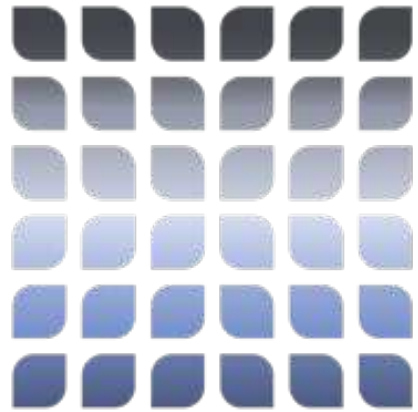
PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Parker Town Council Noise Presentation
2. Ordinance No. 5.59.2

RECOMMENDED MOTION

I move to approve Ordinance No. 5.59.2 on first reading and to schedule second reading for March 15, 2021, as part of the consent agenda.



PARKER
C O L O R A D O

Your kind of place.

CENSEO AV+Acoustics

November 9, 2020





Outdated Noise Regulation | Qualitative Rules | Limited Enforcement

* The Town of Parker currently regulates by hours, *not* by decibel levels.



Effective regulation is enforceable and balances the desire for a quiet environment with the ability of businesses to reasonably function and operate.



- Consistency with Nearby Jurisdictions
- Based on Measured Ambient Noise Measurements
 - Noise levels from typical area activities
- Point of Compliance
- Council Directed Standards
 - Regulated by Decibel Level
- Considerations for District Type
 - Related to anticipated sensitivity of noise receiver



Chapter 6.03



Outdoor Loudspeakers / Public Address Systems

- Prohibited 10PM to 7AM

Live Music

- Not Specifically Addressed

Stationary Sources

- Noise Disturbances Generally Prohibited

Construction Noise

- Specified Hours
 - 7AM to 7PM Weekdays
 - 7AM to 8PM Saturdays
 - 10AM to 7PM Sundays or Holidays

Vehicle Noise

- Mufflers Required





- State, County, and City/Town
- Colorado and Outside of Colorado
- Types of Regulations
 - Outdoor Amplified Noise
 - Stationary Noise Sources
 - Construction Noise
 - Vehicle Noise Emissions
- Quantitative Limits or Audibility Based
- Point of Compliance





Point of Compliance

- Property Line
 - Noise Source Property
 - Noise Receiver Property
- Specified Distance
 - 25' / 50' / 100' / 150' from source
 - 10' / 25' from property line
- Indoor or Outdoor
 - Indoor with windows & doors closed
 - Outdoor at designated location



WHAT'S COLORADO DOING?



State of Colorado

- Outdoor Amplified Noise

- Not Included

- Stationary Sources

- Measurement Distance Specified
 - Max. Noise Levels

	(7AM-7PM)	(7PM-7AM)
Residential	55 dBA	50 dBA
Commercial	60 dBA	55 dBA
Light Industrial	70 dBA	65 dBA
Industrial	80 dBA	75 dBA



Construction

Subject to Industrial
Limits

Construction Permit
Limits Hours



Vehicle Noise

Quantitative Level
Requirements

Measurement Distance
Specified



LET'S LOOK AT COLORADO COUNTIES

Boulder County

Outdoor Amplified Noise

- Subject to Stationary Source Limits
- Measured Location
 - 10' from Property Line, or
 - 50' from source, whichever is less

Stationary Sources

- Quantitative Limits, Specified Hours
- Impulsive Noise, 5 dBA reduction

Construction Noise

- Quantitative Levels, Specified Hours

Vehicle Noise

- Quantitative Levels at Distance per Type
- Mufflers Required

Pueblo County

Outdoor Amplified Noise

- Not Addressed

Stationary Sources

- Quantitative Limits, Specified Hours
- Impulsive Noise, 5 dBA Reduction
- Exceedance of 10 dBA for up to 15 min.

Construction Noise

- Subject to Industrial Zone Levels, Specified Hours

Vehicle Noise

- Quantitative Levels at Distance per Type
- Mufflers Required



FROM A CITY VIEW



Denver

Outdoor Amplified Noise / Live Music

- Provision for Marching Band Instruments

Stationary Sources

- Quantitative Limits, Specified Hours
- Compliance at Receiver Property Line

Construction Noise

- Specified Hours

Vehicle Noise

- Quantitative Levels at Distance per Type
- Mufflers Required

Boulder

Outdoor Amplified Noise

- 11PM-7AM Prohibited When Audible
 - 100' from Source in Residential
 - 150' from Source in Commercial

Stationary Sources

- Quantitative Limits, Specified Hours
- Lawnmowers, Leaf Blowers Prohibited 9PM-7AM

Construction Noise

- Quantitative Levels, Specified Hours

Vehicle Noise

- Quantitative Levels at Distance per Type
- Measured at 25' Distance



Castle Rock

Outdoor Amplified Noise / Live Bands

- Noncommercial
 - 10PM-7AM No Disturbance at Residential Property Line
- Commercial
 - No Disturbance
- Live Music
 - 12AM-7AM No Audibility at Residential Property Boundary

Stationary Sources

- Limited Hours for Internal Combustion Equipment

Construction Noise

- Specified Hours

Vehicle Noise

- Mufflers Required

Greenwood Village

Outdoor Amplified Noise / Live Bands

- Prohibited from Being Audible at Residences 10PM-7AM
- Live Music
 - 12AM-7AM No Audibility at Residential Property Boundary
 - Amphitheaters Exempt
 - Sound Level at Mix Limited
 - Specified Hours
 - Records Required

Stationary Sources

- Limited Hours for Internal Combustion Equipment

Construction Noise

- Specified Hours

Vehicle Noise

- Mufflers Required



Lakewood

Outdoor Amplified Noise

- 10PM to 7AM Prohibited to be Plainly Audible at Property Line
- 7AM to 10PM Intensity & Loudness Shall Not be Unreasonable

Stationary Sources

- Unlawful to Make Unreasonable Noise

Construction Noise

- Specified Hours

Vehicle Noise

- Mufflers Required

Thornton

Outdoor Amplified Noise

- Temporary Permits Required, Exempt from Limits
- Entities/Organizations with Operational License Not Eligible for Temp Permit, Regulation through Operational License

Stationary Sources

- Quantitative Limits, Specified Hours
- Power Equipment Level Limits, Hours

Construction Noise

- Quantitative Levels, Specified Hours

Vehicle Noise

- Mufflers Required



Morrison



Outdoor Amplified Noise

■ Max. Noise Levels	(7AM-10PM)	(10PM-7AM)
■ Residential	55 dBA 65 dBC	50 dBA 60 dBC
■ Commercial	65 dBA 75 dBC	60 dBA 70 dBC
■ Public	75 dBA 75 dBC	70 dBA 70 dBC

Stationary Sources

- Power Equipment Limited Hours
- Amplified Sound Included

Construction Noise

- Specified Hours

Vehicle Noise

- Mufflers Required

- Low frequency sound shall not be plainly audible inside residence with windows/doors closed
- Minimum 20 seconds audio recording for each measurement record, dBA is primary measure, dBC is secondary measure
- Point of compliance is property line
- Permit required



OUTSIDE OF COLORADO



Austin, TX

Live Music

- Permit Required
 - 85 dB Limits for Outdoor Music Venue
 - 70 dB Limit for Venue with Restaurant
- Hours Vary
 - 10AM-10:30PM Sun-Wed
 - 10AM-Midnight Thurs
 - 10AM-1AM Fri, Sat, NYE

Business Sound Equipment

- Permit Required
 - Additional Restrictions for Impact to Residential Properties
- Compliance at Business Property Line
- Time Restrictions
 - 10AM-2AM Limited to 85 dB
 - 2AM-10AM No Audibility





FIELD

Week of October 19, 2020

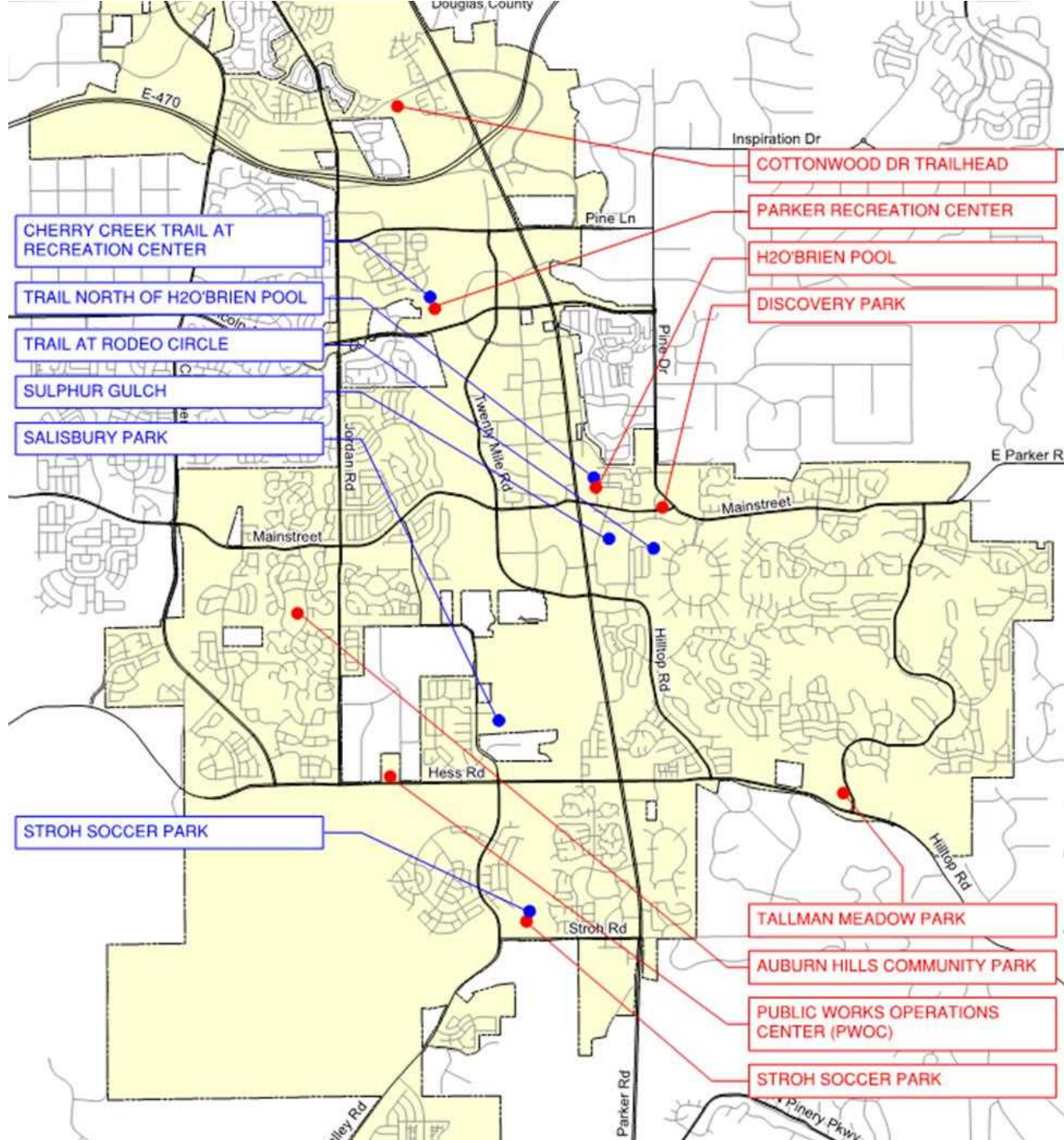
Long-Term:

- Eight (8) Locations
- Continuous for 3-7 days
- Audio Recordings (1 min/hr)

Short-Term:

- Six (6) Locations
- 30 minutes each
- Audio Recordings





● Long-Term

● Short-Term

INITIAL FINDINGS

Long-Term Measurement Location	Daytime Average Measured Sound Levels (1-Hour Leq in dBA)	Nighttime Average Measured Sound Levels (1-Hour Leq in dBA)
Auburn Hills Community Park	53	44
Tallman Meadow Park	51	48
Stroh Soccer Park	49	42
Parker Recreation Center	51	45
Cottonwood Dr Trailhead	54	48
H2O'Brien Pool	52	48
Discovery Park	59	51
PWOC	64	58



A close-up, vertical photograph of a bicycle wheel. The tire is black with a textured tread pattern. The spokes are silver and arranged in a radial pattern. The background is blurred, showing hints of green and white.

OUTDOOR

Demonstration

- Background Ambient
- Amplified Music Sources
- Varying Sound Levels

- Items for Discussion
 - Outdoor Amplified Noise
 - Community Events?
 - Stationary Noise Sources
 - Construction Noise
 - Compression Breaking/Modified Mufflers
- Quantitative Limits or Subjective Limits
- Option to Require Permits
- Point of Compliance
- Policy Question: Add Noise Standards to LDO?



Draft Report

- Ambient Measurement Field Study Summary
- Noise Regulation Review Summary
- Summary/Consensus of Noise Demonstration
- Proposed Noise Regulation Recommendations

Final Report

- Incorporate Revisions based on Town Council and Staff Comments
- Finalize Figures and Graphs
- Finalize Noise Ordinance Suggested Language
- Finalize Proposed Noise Regulation Standards
- Staff team to prepare amendment to Noise Ordinance





C E N S E O
AV+Acoustics

THANK YOU

KAILUA | DENVER | SEATTLE



ORDINANCE NO. 5.59.2, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTERS 6.01 AND 6.03 OF THE PARKER MUNICIPAL CODE CONCERNING NOISE REGULATIONS

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

Section 1. Chapter 6.01 of the Parker Municipal Code is amended by the addition of a new Section 6.01.330, Noise regulation violations, to read as follows:

6.01.330 Noise regulation violations.

It is unlawful and deemed a nuisance for any person to violate the Noise Regulations set forth in Chapter 6.03 of this Code.

Section 2. Section 6.03.020 of the Parker Municipal Code is amended by the addition of the following definitions (inserted alphabetically) to read as follows:

6.03.020 Definitions.

* * *

Commercial / mixed-use area means an area with local shopping and service establishments; areas containing offices, retail businesses, commercial enterprises; and/or mixed-use areas with commercial and multiple-dwelling units.

Development permit, for purposes of this Chapter, means any building permit, grading permit, or approval for development, as defined in Section 13.02.010 of this Code, including but not limited to, site plans, subdivisions, and uses by special review.

Decibel means a logarithmic unit of measure often used in measuring magnitudes of sound. The symbol for decibel is dB. Decibels are generally measured in sound pressure levels on either the A-weighted scale or the C-weighted scale. The A-weighted scale is generally used for judging loudness that corresponds to the hearing threshold of the human ear. For purposes of this Chapter, sound levels will be measured in decibels on the A-weighted scale. The standard notation is dB(A).

Greater Downtown District, for purposes of this Chapter only, means the Greater Downtown District of the Town of Parker, east of Parker Road, and as otherwise designated in Section 13.04.110 of this Code and the Town's official zoning maps.

“Leq” means the equivalent sound level, which is the constant sound level in a given time period that conveys the same sound energy as the actual time-varying A-weighted sound. The applicable time period for the Leq must be specified.

Residential area means an area of single- family, two-family, or multifamily dwellings where businesses may or may not be conducted in the dwellings as a home occupation. This shall include nursing homes, hospice, and similar institutions.

Summer season means the Friday before Memorial Day through Labor Day.

Section 3. Section 6.03.030 of the Parker Municipal Code is amended to read as follows:

6.03.030 General prohibitions.

It shall be unlawful for any person to make, continue or cause to be made or continued, any noise disturbance, including, but not limited to, the specific prohibitions described in ~~Section 6.03.040 below~~ **this Chapter**. Noncommercial public speaking and public assembly activities conducted on any public space or public right-of-way, public events held on Town property with the consent of the Town, and the operation of emergency vehicles are exempt from the operation of this Chapter. **The regulation of aviation and aviation-generated noise is under federal jurisdiction and is not subject to Town regulation.**

Section 4. Chapter 6.03 of the Parker Municipal Code is amended by the addition of new Sections 6.03.040 and 6.03.050 to read as follows:

6.03.040 Measurements.

(a) Distance for measurements.

(1) Noise occurring within the jurisdiction of the Town in a commercial or mixed-use area shall be measured one hundred (100) feet from the property line on which the noise source is generated.

(2) Noise occurring within the jurisdiction of the Town in the Greater Downtown District, as defined in Section 6.03.020 of this Chapter, shall be measured fifty (50) feet from the property line on which the noise source is generated.

(3) Noise occurring within the jurisdiction of the Town in a residential area shall be measured twenty-five (25) feet from the property line on which the noise source is generated.

(b) Method of sound measurements.

(1) Noise shall be measured on the A-weighted scale with a calibrated sound level meter of standard design and quality having characteristics established by the American National Standards Institute.

(2) Permissible sound levels are based on the Leq during the measurement interval, using a minimum of one (1) minute for a constant sound source, or a minimum of five (5) minutes for a noncontinuous sound source.

6.03.050 Permissible sound levels on the dB(A) scale.

(a) Residential.

(1) During daytime hours, 7:00 a.m. to 7:00 p.m. on the same day, the sound measurements must measure at or below 55 dB(A).

(2) During nighttime/quiet hours, 7:00 p.m. to 7:00 a.m. on the next consecutive day, the sound measurements must measure at or below 50 dB(A).

(b) Commercial / mixed-use.

(1) During daytime hours, 7:00 a.m. to 7:00 p.m. on the same day, the sound measurements must measure at or below 60 dB(A).

(2) During nighttime/quiet hours, 7:00 p.m. to 7:00 a.m. on the next consecutive day, the sound measurements must measure at or below 55 dB(A).

(c) Greater Downtown District.

(1) During daytime hours, 10:00 a.m. to 7:00 p.m. on the same day, the sound measurements must measure at or below 70 dB(A) from Monday through Thursday, and 75 dB(A) from Friday through Sunday.

(2) During Greater Downtown District evening hours, 7:00 p.m. to 10:00 p.m. on the same day, the sound measurements must measure at or below 65 dB(A) Monday through Thursday, and 70 dB(A) from Friday through Sunday.

(3) During nighttime/quiet hours, 10:00 p.m. to 10:00 a.m. on the next consecutive day, the sound measurements must measure at or below 55 dB(A).

(d) Commercial / mixed-use venues (not located within the Greater Downtown District) with a development permit for an outdoor sound system, loudspeaker, or public address system.

(1) During daytime hours, 7:00 a.m. to 7:00 p.m. on the same day, the sound measurements must measure at or below 70 dB(A).

(2) During nighttime/quiet hours, 7:00 p.m. to 7:00 a.m. on the next consecutive day, the sound measurements must measure at or below 55 dB(A).

Section 5. Section 6.03.040 of the Parker Municipal Code is renumbered as Section 6.03.060 and amended to read as follows:

6.03.040060 Specific prohibitions; time of day.

The following acts and the causing thereof are declared to be in violation of this Chapter:

(1) Outdoor loudspeakers/public address systems.

(a) Using or operating any loudspeaker, public address system or similar device in a residential or commercial/mixed-use area is prohibited between the hours of 10:00 p.m. and 7:00 a.m. the following day.

(b) Using or operating any loudspeaker, public address system or similar device in the Greater Downtown District, as defined in Section 6.03.020 of this Chapter, is prohibited between the hours of 10:00 p.m. and 10:00 a.m. the following day.

(c) Using or operating any loudspeaker, public address system or similar device (i) in violation of any specific provision contained within Title 11 or Title 13 of this Code; (ii) in violation of any approved development permit to include, but not be limited to, building permits, grading permits, site plan, subdivision or use by special review approvals; or (iii) in violation of, or a failure to meet, any specific requirements contained within a development permit, including performing sound studies and/or sound mitigation, is prohibited.

(2) Construction. Operating or permitting the operating of any tools or equipment in connection with construction, drilling or demolition work **is prohibited** between the hours of 7:00 p.m. and 7:00 a.m. the following day on weekdays, between the hours of 7:00 p.m. **on Fridays** and 8:00 a.m. on Saturdays, and between the hours of 7:00 p.m. **on Saturdays** and 10:00 a.m. on Sundays, from 7:00 p.m. Sunday through 7:00 a.m. Monday, and before 10:00 a.m. and after 7:00 p.m. on holidays, except for emergency work on public service utilities or emergency work by Town personnel or by special variance issued by the Director of Engineering, **Chief Building Official**, or designee.

Section 6. Chapter 6.03 of the Parker Municipal Code is amended by the addition of a new Section 6.03.070 to read as follows:

6.03.070 Exceptions.

(a) Summer season. During the summer season, the use of outdoor loudspeakers/public address systems shall be extended by one (1) hour in the evening, on both Friday and Saturday. The allowed decibel levels shall not change.

(b) Community events. Community events approved by the Town may be exempted from the limitations on time and decibel levels for the use of outdoor loudspeakers/public address systems, as part of the review and approval process for a Community Event Permit pursuant to Section 10.08.070(a)(6) of this Code. Applicants for Community Event Permits must request any specific limitations on time and decibel levels in the permit application.

(c) Temporary use permits. Temporary use permits approved by the Town may be exempted from the limitations on time and decibel levels for the use of outdoor loudspeakers/public address systems, as part of the review and approval process. Temporary use permit applicants must request any specific limitations on time and decibel levels in the permit application.

(d) Town-sponsored events. Events sponsored by the Town shall be exempted from the limitations on time and decibel levels for the use of outdoor loudspeakers/public address systems.

Section 7. Section 6.03.050 of the Parker Municipal Code is renumbered as Section 6.03.080 and amended to read as follows:

6.03.050080 Violations; penalty.

(a) It is unlawful to violate the provisions of this Chapter. Any violation of this Chapter is considered to be a public nuisance under Chapter 6.01.

(b) Any person who is convicted of a violation of the provisions of this Chapter shall be punished by a fine of not more than four hundred ninety-nine dollars (\$499.00). Each day of a continuing violation shall be deemed to be a separate violation.

(c) Any person who is convicted of a violation of the provisions of this Chapter may be subjected to other penalties and actions as set forth in Chapter 6.01.

Section 8. 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 9. 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 10. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: March 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.320.1 - First Reading**
A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement By and Between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and the Town of Larkspur Concerning Local Governmental Distribution Under the CARES Act
Department: Town Attorney, Jim Maloney
Second Reading: March 15, 2021

EXECUTIVE SUMMARY

On August 25, 2020, the Town, Castle Rock, Lone Tree, Castle Pines and Larkspur entered into an intergovernmental agreement with Douglas County regarding the distribution of funds under the CARES Act (the “Initial Agreement”). The purpose of the attached agreement is to extend the term of the Initial Agreement to February 1, 2022, by amending and restating the Initial Agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 27, 2020, Congress adopted the CARES Act, which established a \$150 billion Coronavirus Relief Fund, a portion of which was allocated to the state of Colorado. The Governor issued an executive order allocating \$270 million for local governments that did not receive a direct distribution of funds under the CARES Act, including Douglas County, Parker, Lone Tree, Castle Pines, Castle Rock and Larkspur (the “Parties”). The purpose of the Initial Agreement was to establish the structure for reimbursement of the eligible expenses incurred by the Parties in compliance with the CARES Act. Under the initial agreement, Parker was allocated up to \$2,876,671. On December 21, 2021, Congress passed the Consolidated Appropriations Act (H.R. 133), which extended the date by which state and local governments must make expenditures with CARES Act relief fund awards, from December 30, 2020, to December 31, 2021. The Initial Agreement expires on June 30, 2021. The purpose of the

attached agreement is to extend the term of the Initial Agreement to February 1, 2022, by amending and restating the Initial Agreement.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.320.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.320.1 on first reading and to schedule second reading for March 15, 2021, as part of the consent agenda.

ORDINANCE NO. 9.320.1, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, AND THE TOWN OF LARKSPUR CONCERNING LOCAL GOVERNMENTAL DISTRIBUTION UNDER THE CARES ACT

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 Amended and Restated Intergovernmental Agreement by and between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines and the Town of Larkspur concerning Local Governmental Distribution under the CARES Act, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS

This Amended and Restated Intergovernmental Agreement, CARES Act Local Government Distributions (“Agreement”), is made and effective on _____, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado, (referred to as “County”), and the Town of Castle Rock, The Town of Parker, The City of Lone Tree, the City of Castle Pines, and The Town of Larkspur, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). The County and Municipalities shall be referred herein as the “Parties.”

RECITALS

A. On March 19, 2020, pursuant to C.R.S. § 24-33.5-709, the Chairman of the Board of County Commissioners declared a local disaster emergency because the cost and magnitude of responding to and recovering from the impact of the pandemic is expected to exceed Douglas County’s available resources; and

B. The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans, as set forth in C.R.S. § 24-33.5-709(2); and

C. On March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (the “CARES Act”), which established a \$150 billion Coronavirus Relief Fund (the “Fund”); and

D. Pursuant to the CARES Act, the Governor of the State of Colorado issued Executive Order D 2020 070 which provided that “Two hundred seventy-five million dollars (\$275,000,000) for FY 2019-2020 and FY 2020-2021 in the CARES Act Fund shall remain available for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19 related public health measures.” Executive Order D 2020 070 Directive II.A.10.

E. The State of Colorado designated the Department of Local Affairs (“DOLA”) as the fiscal agent to administer the CARES Act reimbursement program following eligibility verification performed by DOLA for the expenses.

F. On June 23, 2020, the County requested that the State of Colorado allocate the County’s share of the CARES Act reimbursements totaling \$30,124,485 (“Reimbursement Funds”) to Douglas County on behalf of the County and Municipalities via the Collaboration Agreement Regarding the Distribution of CARES Act Funds to County and Municipalities.

G. On 12/21/20 both Houses of Congress passed the Consolidated Appropriations Act (H.R. 133) The Act was signed into law by the President on 12/27/20. In addition to the text of

the Fiscal Year 2021 appropriations bills and authorizing matters, the spending package included emergency coronavirus relief. **Division M is entitled the Coronavirus Response and Relief Supplemental Appropriations Act, 2021. Title X – Miscellaneous, Sec. 1001. Coronavirus Relief Fund Extension.** Extends the date by which state and local governments must make expenditures with CARES Act Coronavirus Relief Fund awards from December 30, 2020 to December 31, 2021.

H. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. 29-1-203, as amended, the Municipalities and the County have the authority to enter into intergovernmental agreements and authorizes governments to cooperate by contracting with one another for their mutual benefit; and

I. On August 25, 2020, the County and the Municipalities entered into that certain Intergovernmental Agreement regarding the CARES Act Local Government Distributions to the Municipalities (the “CARES Act IGA”).

J. The County and the Municipalities desire to amend and restate the CARES Act IGA to the extent provided herein.

K. The Parties hereby desire to enter into this Agreement for the purposes of providing the structure for reimbursement of the Municipalities’ a portion of the CARES Act Reimbursement Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Term. This Agreement begins on the date of full execution by the Parties to this Agreement and shall expire on February 1, 2022 or as soon as the Parties full allocation is expended. The Parties, however, acknowledge all continuing performance obligations, such as identified in Section 9, 10, and 12 below, that may extend beyond the term of this Agreement. Municipality agrees to execute an extension of this Agreement timely and in good faith as may be necessitated. The County reserves the right to terminate this Agreement at any time if the Municipality is not in material compliance with the terms hereof.

2. Reimbursement Funds Allocation Formula. The County has requested its share of the Reimbursement Funds from the Colorado Department of Local Affairs pursuant to the CARES Act. The parties agree to apportioning the \$30,124,485 allocated for Douglas County set forth herein.

DOUGLAS COUNTY CARES ACT DISTRIBUTION FORMULA			
Total Amount Allocated by DOLA to Douglas County			
Less 20% for contact tracing and testing			
Remaining amount split 25%/75%			
25% for County-wide services	75%		
	34% per capita	33% assessed value	33% FTE

3. The Municipalities' and County's Share of the Reimbursement Funds. The County and Municipalities hereby agree that the Municipalities' and County's share of the Reimbursement Funds shall be as follows (the Municipalities' and County's "Distribution Amount"):

TESTING AND CONTACT TRACING
20 % of Douglas County CARES Act Funding
\$6,024,897

DISTRIBUTION OF DOUGLAS COUNTY CARES ACT FUNDING	
ENTITY	AMOUNT
Castle Rock	\$3,486,031
Parker	\$2,876,671
Lone Tree	\$1,231,675
Castle Pines	\$380,359
Larkspur	\$36,608
Douglas County	\$10,063,347
County-wide services	\$6,024,897
Total	\$30,124,485

4. Eligible Expenses. By signing this Agreement, the parties hereby certify that the CARES Act Reimbursement Funds shall only be used to cover those costs and expenses that are eligible expenses in compliance with the CARES Act that are as follows, further described in Exhibit A attached hereto and incorporated herein:

- a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
- b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Municipality in accordance with U.S. Treasury guidance; and

- c. were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021 (collectively, “Eligible Expenses”).

5. Reimbursement Contingent Upon the Availability of CARES Act Funds. Reimbursement is subject to and contingent upon the continuing availability of the CARES Act Funds. The parties hereto expressly recognize that the Eligible Expenses that are submitted to the County for reimbursement is contingent upon CARES Act funding distributed through DOLA. In the event that such funds or any part thereof are not received from DOLA, the County may immediately terminate this Agreement without liability, including liability for termination costs.

6. No Duplication of Funds Reimbursement. The Parties acknowledge and agree that the expenses submitted will only be submitted for CARES Act funding and will not be submitted for reimbursement or as expenses under any other federal government program, including but not limited to, FEMA or another aid program, regardless of its source.

7. Municipality Request for Reimbursement. The Municipality may make a request for reimbursement of its expenditures of Eligible Expenses to the County. The Municipality’s total requests for reimbursement of Eligible Expenses shall not exceed the Distribution Amount, *unless* a request is submitted, in writing to all Parties and is subsequently mutually agreed upon by the Parties’ city/county/town managers based on demonstration of need for reimbursement of Eligible Expenses. The parties shall have five (5) business days to provide written comments. Based on the comments and/or mutual agreement, the County shall provide a written response to the request within a reasonable time. Prior to making an expenditure reimbursement request, the Municipality may consult with the County to inquire whether certain costs and expenditures may be in compliance with the CARES Act.

8. Form of Requests. The request for reimbursement shall be submitted using the form provided by the County attached hereto and incorporated herein as Exhibit B. Each request shall be accompanied with the following documentation before consideration:

- a. A description of the expenditure, the date of expenditure, amount of expenditure, vendor name and address, and a detailed explanation of how the expense was incurred in connection to COVID-19, and a certification from the City or Town Manager and or the Director of Finance that the requested reimbursements are for Eligible Expenses as defined in Section 4 of this Agreement.
- b. Any additional supporting information requested by the County or DOLA including but not limited to contracts, invoices, vouchers, receipts, payroll and time records, and any other supporting documentation needed to verify that the requested reimbursement is an Eligible Expense.
- c. The Municipality shall provide ACH or wire transfer instructions for distribution from the County of reimbursement of Eligible Expenses.

9. Reporting.

- a. DOLA. All Reimbursement Requests for Eligible Expenses submitted by the County on behalf of the County or Municipalities per this Agreement will be accompanied by the Request for Reimbursement (“RFR”) provided by DOLA with supporting documents and proof of payment. Per this Agreement, the Municipalities agree to provide any additional information requested by the County to complete the DOLA RFR form.
- b. None of the reporting requirements herein are intended to shift the responsibility of the Municipalities for ensuring that each dollar of the Municipalities Distribution Amount is spent in compliance with the CARES Act. The County assumes no responsibility for management of the Municipalities’ spending and requires the reporting outlined in this IGA to ensure the County has sufficient documentation in the event of an OSC audit. In the event the OSC determines that any of the Parties spend any amount of its CARES Act allocation on ineligible expenses, the Parties acknowledge and agree that they are each solely responsible for any repayment of those funds to DOLA or the County if the Municipality has received reimbursement through the County for an ineligible expense.
- c. County Audit. The Municipalities also agree to fully and completely cooperate with the County in any audit of the CARES Act funding provided to the Municipalities pursuant to this Agreement. Any Party determined to have reported or received reimbursement for non-Eligible Expenses shall bear the costs of any expenses incurred as a result of non-compliance of this Agreement including but not limited to the County’s audit expenses and legal fees.
- d. County Review of Reimbursement Requests. The County shall review Municipalities’ reimbursement requests. The County shall only submit to DOLA reimbursement requests that provide adequate documentation, and only for what are Eligible Expenses. If there is a dispute, the County will seek to resolve the dispute by working with the Municipality to bring the request into compliance with the requirements of the CARES Act and if necessary, seek written guidance from DOLA, a copy of which will be shared with the Municipality. The County will follow the guidance and/or decision of DOLA as to whether the request is an eligible expense.

As such, any acceptance by the County of the Municipalities’ request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Municipalities’ obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Municipalities’ obligation to return/repay any Funds distributed to the Municipality that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

- e. On-going Compliance. The CARES Act is recent legislation; therefore, the Parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. The Parties

agree to familiarize themselves with, and shall adhere to, all current and subsequent legislation, rules, and regulations.

10. Accounting. The Parties shall:

- a. Maintain an effective system of internal fiscal control and accountability for all CARES Act Funds and property acquired or improved with CARES Act Funds, and make sure the same are used solely for authorized purposes.
- b. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Parties' accounting records.
- c. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement or any time period required by the CARES Act, whichever is longer.
- d. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or Colorado State Government at any time during normal business hours as arranged in a timely manner.

11. Third Party Expenditures. If any Party distributes CARES Act Funds to a separate entity, enterprise, agency or any other public, private, or non-profit entity (Third-party), such Party agrees to require the Third-party to meet all the provisions of this Agreement.

12. Office of the State Controller Audit. In the event that monthly reporting is needed for an audit by the Office of the Colorado State Controller regarding the use of CARES Act Funds, the Municipalities shall provide such reporting to the County regarding the use of the Municipalities' Distribution Amount. The regular reporting shall include but is not limited to the following:

- a. On or before the 20th of each month, beginning in the month the IGA is approved by the Parties, the Municipalities will update the expense tracking form and email to County Finance all related receipts, payroll records, or other documentation; and
- b. On or before January 30, 2022 or within 30 days of expenditure of the full allocation, the Parties will review its records to ensure the County has a complete record of all expenditures from the Distribution Amount, including, but not limited to, all documents requested per Section 8. of this Agreement.
- c. If the state government imposes additional documentation requirements on the County, the Municipalities agree to timely provide all information and documentation necessary for the County's compliance with such requirements as related to the Municipalities Distribution Amount.

13. Non-Compliance. In the event the Municipality fails to comply with any of the requirements of the CARES Act with respect to the Distribution Amount, the state government may seek reimbursement of such funds. If the state government seeks reimbursement of all or a portion of the Distribution Amount spent by the Municipality, such Municipality shall be solely responsible for reimbursing said funds to the state government. In addition, in the event the state

government seeks reimbursement of funds spent by the Municipality as contemplated in this Section from the County, the County shall seek reimbursement from the Municipality.

14. Disputes/Release. The Municipalities understand that the County is obligated to expend our allocation of Coronavirus Relief Funds no later than December 31, 2021, and that any unexpended Funds as of that date must be returned to DOLA. Due to the limited time to administer the Coronavirus Relief Funds, the Parties agree that there is no time to file an action to compel any alleged reimbursement requirement or other relief. The Parties acknowledge that the County's decisions concerning reimbursement of any submittal or re-submittal cannot be challenged in court or otherwise except as outlined in Section 9 (d). The Municipalities hereby waive, relinquish and forever release any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to advance or pay Funds and/or expenses related to COVID-19, or to seek any other relief that is inconsistent with this sub-section of the Agreement.

15. Publicity. The Parties agree to acknowledge the Douglas County CARES Act funding as a contributor to any project or program that is funded with Coronavirus Relief Funds pursuant to this Agreement in all publications, news releases, and other publicity issued by the Municipalities and agree to allow the County to do the same. The Parties agree to work together on joint communication strategies, through established channels, related to expenditures of the CARES Act funds.

16. Hold Harmless. To the extent permitted by law, Municipality agrees that in the event the Municipality (or anyone acting on its behalf) fails to perform the terms of the Agreement or fails to use the Municipality's Distribution Amount in compliance with applicable law, the Municipality agrees to hold the County harmless for the amount of any reimbursement that is owed by the Municipality. The Municipality also agrees to be responsible for any actions, claims, lawsuits, damages, charges or judgments whatsoever that are caused by the Municipality's performance or nonperformance under this Agreement.

17. Informational Obligations. Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.

18. Miscellaneous Provisions.

a. Notice.

Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows: Notice to the Municipalities shall be delivered to:

Seth.hoffman@cityoflonetree.com
Dcorliss@crgov.com
Mkivela@parkeronline.org
Michael.penny@castlepinesco.gov
mcardenas@townoflarkspur.org

Notice to the County shall be delivered to:

Douglas County Manager
100 Third Street
Douglas County, Colorado 80104
Email: DDebord@douglas.co.us

with a copy to:

Douglas County Attorney
100 Third Street
Castle Rock, CO 80104
(303) 660-7414

- 1) Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.
- b. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Municipality agrees that if the Treasury issues additional guidance, rules or regulations, Municipality will agree to those terms and execute an Amended Agreement, if necessary.
- c. Recitals. The paragraphs contained in the section entitled “Recitals,” above, are a material and integral part of this Agreement.
- d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Douglas County, Colorado.
- e. Governmental Immunities.
 - 1) The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

- 2) The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.
- f. Modifications. No modification of this Agreement shall be effective unless agreed to in writing by the Municipality and the County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- g. Continued Performance. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this Agreement.
- h. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Municipality and/or the County.
- i. Counterparts. 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. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
- j. 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.
- k. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- l. Further Assurances. Each Party hereto agrees to execute and deliver, by the proper exercise of its powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.
- m. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- n. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

- o. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.
- p. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Agreement to be duly authorized and executed.

**BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, STATE OF COLORADO**

Lora Thomas, Chair Date

Douglas J. DeBord Date
County Manager

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Andrew Copland Date
Director of Finance

Carmen Jackson-Brown Date
Senior Assistant County Attorney

CITY OF CASTLE PINES:

TOWN OF LARKSPUR:

Tera Radloff, Mayor Date

Marvin Cardenas, Mayor Date

CITY OF LONE TREE:

Jackie Millet, Mayor Date

TOWN OF PARKER:

Jeff Toborg, Mayor **Date**

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

TOWN OF CASTLE ROCK:

Jason Gray, Mayor **Date**

ATTEST:

Lisa Anderson, Town Clerk

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney



Request for Town Council Action

Date: March 1, 2021

Submitted By: Carrie Glassburn, Assistant Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PACE Mainstage Theatre Rigging System Renovation Project**

Amount: **\$358,293.00**

Contractor: **Barbizon**

Department: **Cultural, Carrie Glassburn**

EXECUTIVE SUMMARY

This contract between the Town of Parker and Barbizon is for the theater rigging system renovation project at the PACE Center. The project is scheduled for August 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The rigging system in the PACE Theatre is a system of motors, cables, and pipes that allow shows and events to incorporate flying scenery, lighting, and audio components into the presentations, and make adjustments to the configuration in-between each event.

The rigging renovation project will add additional motorized line sets to our existing system as well as replace the existing control interface which is obsolete.

Barbizon has been accepted as a select source vendor for this project through the approval by Town Council of Resolution 21-010 on February 16, 2021.

FINANCIAL IMPACT

The contract with Barbizon for the PACE Rigging Project will be for \$358,293.00.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY

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 1, 2021

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2021 Townwide Roadway Reconstruction Program (CIP21-009)**

Amount: **\$1,446,279.70**

Contractor: **Elite Surface Infrastructure**

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

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Elite Surface Infrastructure for the 2021 Townwide Roadway Reconstruction Program (CIP21-009) for \$1,446,279.70.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on February 10, 2021, for the 2021 Townwide Roadway Reconstruction Program (CIP21-009). Work includes, but not limited to, removal and reconstruction of Nate' Drive from J. Morgan Boulevard to Hess Road. The existing concrete pavement is over 30 years old and has exceeded its design life. The concrete pavement is deteriorating and is being proposed to be replaced by a composite hot mix asphalt/aggregate base course pavement section similar to what was done on J Morgan Boulevard and Stroh Road in the past five (5) years.

The Town received bids from seven (7) contractors with Elite Surface Infrastructure (ESI) being the lowest responsible bidder. ESI is a new company created when PLM Asphalt & Concrete and Rocky Mountain Excavating merged. PLM completed a portion of the East-West Trail with great success. Three references were contacted and all gave very positive reviews. This contract was presented at the February 22, 2021 Study Session. Town staff recommends moving forward with the contract award. The bids were as follows:

- 1) Elite Surface Infrastructure - \$1,446,279.70
- 2) Schmidt Construction Co. - \$1,521,106
- 3) Concrete Express, Inc. - \$1,570,451
- 4) Asphalt Specialties Co. - \$1,640,696
- 5) Western States Reclamation - \$1,857,245

- 6) Norra Concrete Const. Corp. - \$2,098,690
- 7) Stone & Concrete - \$2,301,052

Engineer's estimate - \$1,714,934

FINANCIAL IMPACT

Funding for this roadway improvement project has been appropriated in the Streets capital improvement (301-4310) fund.

STRATEGIC GOAL(S)

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 1, 2021

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2021 Townwide Roadway Reconstruction Program (CIP21-009)**

Amount: **\$136,550**

Contractor: **Stanley Consulting, Inc.**

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

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consulting, Inc., for the construction management, inspection and material testing services for the 2021 Townwide Roadway Reconstruction Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Stanley Consulting, Inc., is on the On-Call Construction Management Services (CM) list maintained by the Town. Staff has completed the last three (3) Townwide Roadway Reconstruction Program projects with them serving in this role with good results. In addition, Stanley Consultants CM staff was utilized in assembling the bid documents. This contract was introduced at the February 22, 2021 Study Session and therefore, Town staff recommends moving forward with the contract award.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 1, 2021

Submitted By: Mary Colton, Parks and Recreation Director
Jared Musil, Parks and Open Space Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Median Maintenance Services Contract**

Amount: **\$101,434**

Contractor: **Terracare Associates, LLC dba
TERRACARE ASSOCIATES**

Department: **Parks, Recreation and Open Space,
Mary Colton
Parks, Recreation and Open Space,
Jared Musil**

EXECUTIVE SUMMARY

The 2021 Median Maintenance Services contract is a joint Parks and Recreation and Engineering/Public Works contract that primarily provides contracted maintenance of the Town's roadway medians and right-of-way areas. This contract is currently up for renewal.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The original contract was bid in 2019 and a negotiated renewal contract was approved in 2020. The proposed 2021 contract renewal has been negotiated as well and is valued at \$101,434. A PowerPoint presentation was made at the February 22, 2021 Study Session providing more detail on median and right-of-way maintenance and this contract. This vendor has provided quality and reliable service for the Town's medians and right-of-way areas to date and we are confident they will continue to do so. All medians and right-of-way areas require bi-weekly and monthly maintenance management of landscaping, turf and hardscape.

FINANCIAL IMPACT

Funding has been approved for this project in both Parks and Recreation and Engineering/Public Works budgets through the 2021 budget process.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-004**
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor of the Town of Parker
Department: Town Council

EXECUTIVE SUMMARY

Under the Town Charter and the Parker Municipal Code, the Town Council is required to appoint a mayor pro tem and acting mayor.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As required by the Town Charter and the Parker Municipal Code, the Town Council annually appoints the mayor pro tem and acting mayor by resolution. The purpose of Resolution No. 21-004 is to approve the appointment of the mayor pro tem and acting mayor.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 21-004

RECOMMENDED MOTION

I move to approve Resolution No. 21-004.

RESOLUTION NO. 21-004, Series of 2021

TITLE: A RESOLUTION FOR TOWN COUNCIL APPOINTMENT OF MAYOR PRO TEM AND ACTING MAYOR OF THE TOWN OF PARKER

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: March 1, 2021

Submitted By: Dennis Trapp, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-012**
A Resolution Accepting the Conveyance of Real Property from Parker Water and Sanitation District for the Lemon Gulch Trail

Department: Parks, Recreation and Open Space,
Dennis Trapp

EXECUTIVE SUMMARY

This Resolution will approve and accept a recreational trail easement agreement from Parker Water & Sanitation District (PW&SD) to allow the future construction of the Lemon Gulch Trail connection across the District's property. Ultimately the construction of this trail will include an undercrossing of Stroh Road and a low-water trail crossing of the existing Lemon Gulch drainageway.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has received from PW&SD the signed Recreational Trail Easement Agreement, which when approved conveys to the Town a permanent 20-foot-wide trail easement which will allow the future construction of the Lemon Gulch Trail connection. This future trail connection, including the undercrossing of Stroh Road and the construction of a "Low-Water Crossing" of the existing Lemon Gulch drainageway, will provide a regional connection from the Meadow Lark subdivision, currently under construction, to the Cherry Creek Regional Trail just north of Stroh Ranch Soccer Park. Additional trail easements will be necessary near the southern portion of the Lemon Gulch Trail to facilitate the low-water crossing and connection to the existing Lemon Gulch Trail within the Meadow Lark subdivision. Final design and engineering of this trail and cost estimates have not been completed at this time.

FINANCIAL IMPACT

Acceptance of this trail easement will have no direct financial impacts. Implementation of this trail will result in costs related to design/engineering, construction, and long-term maintenance.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

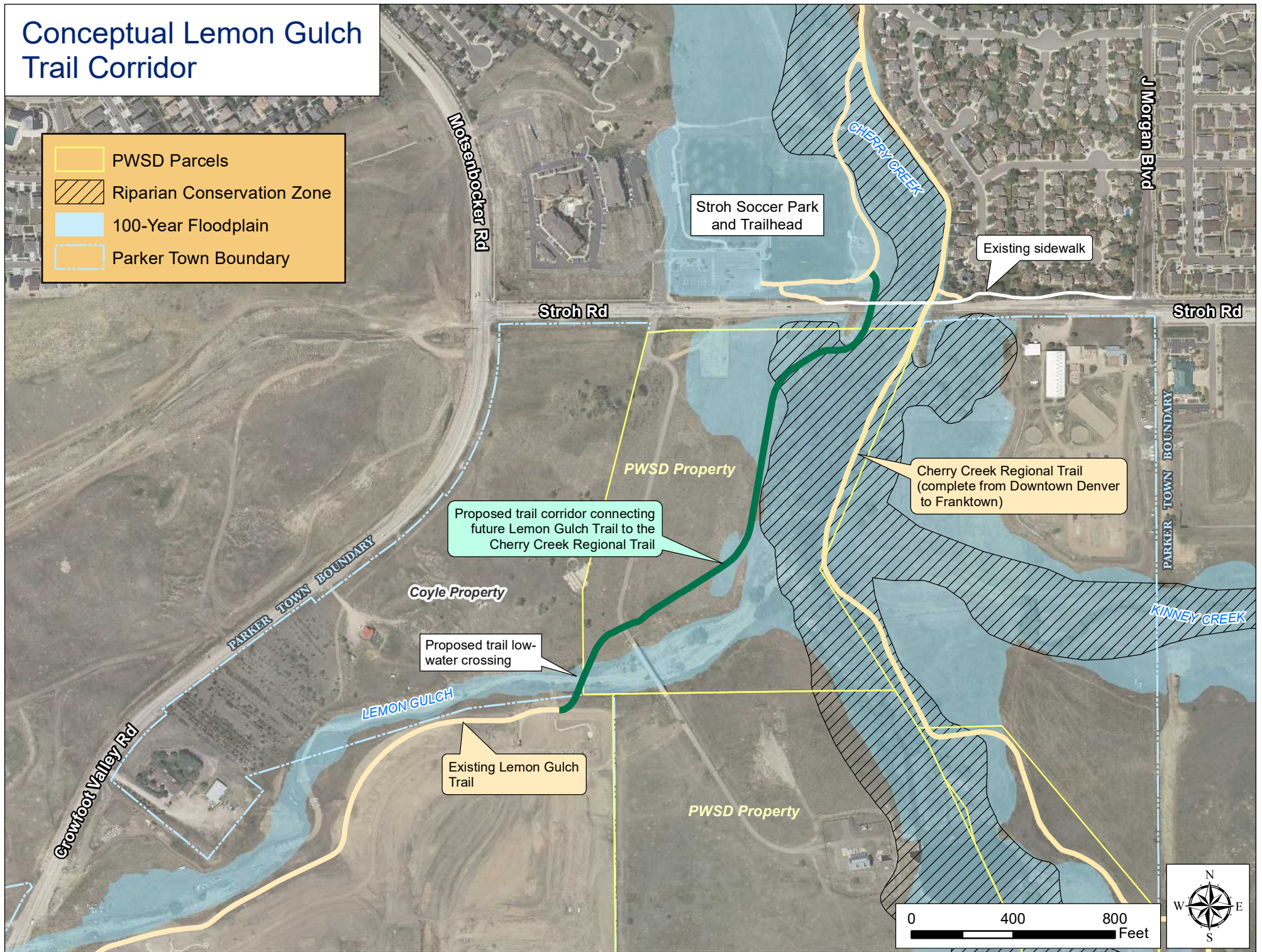
ATTACHMENTS

1. Conceptual Lemon Gulch Trail Corridor
2. Resolution No. 21-012

RECOMMENDED MOTION

I move to approve Resolution No. 21-012.

Conceptual Lemon Gulch Trail Corridor



RESOLUTION NO. 21-012, Series of 2021

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM PARKER WATER AND SANITATION DISTRICT FOR THE LEMON GULCH TRAIL

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain property interests for an easement for a bike and pedestrian trail from Parker Water and Sanitation District for the Lemon Gulch Trail;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of an easement for a bike and pedestrian trail from Parker Water and Sanitation District for the Lemon Gulch Trail, as provided in the Recreational Trail Easement Agreement, which is attached hereto as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT is made this ____ day of _____, 20__, between Parker Water and Sanitation District (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

1. **Grant of Easement.** In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a bike and pedestrian trail, including the maintenance, repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property".

2. **Infringement and Correction.** The Town is hereby given and granted possession of the above-described easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the above-described easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. **Obligations of the Town.** The Town shall maintain the above-described easement in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. **Insurance.** The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Trail Easement Across the Grantor's Property for bodily injury and property damage losses attributable to the maintenance, operation and use of the bike and pedestrian trail.

5. **Binding Effect.** The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. **Recordation.** This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

**GRANTOR: PARKER WATER AND
SANITATION DISTRICT**

By: _____
Ron R. Redd, P.E., District Manager
_____, 20____
Date

ATTEST:

Maleia Good, Engineering Secretary
_____, 20____
Date

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A LEGAL DESCRIPTION PERMANENT EASEMENT

A 20' wide strip of land over and across that parcel of land described at Reception No. 2004124024, except that portion described at Reception No. 2018069070 in the Public Records of Douglas County, located in the Northwest Quarter of Section 3, Township 7 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, said 20 foot wide strip being 10.00 feet on both sides of the following described centerline:

For the purpose of this description the bearings are referenced to the North Line of the Northwest Quarter of Section 3, Township 7 South, Range 66 West of the 6th P.M., assumed to bear North 89°33'34" East, a distance of 2649.03 feet (N89°52'31"E per Reception No. 2004124024 and N89°33'32"E per Reception No. 2018069070), monumented by a found $\frac{3}{4}$ " aluminum cap marked PLS 17666 1999 on a #6 rebar in a range box at the Northwest Corner and by a found $\frac{3}{4}$ " aluminum cap marked PLS 29761 2006 on a #6 rebar in a range box at the North Quarter Corner of said Section 3.

Commencing at the Northwest Corner of Section 3, Township 7 South, Range 66 West of the 6th Principal Meridian;

THENCE North 89°33'34" East, along the North Line of the Northwest Quarter of Section 3, Township 7 South, Range 66 West of the 6th P.M., a distance of 1508.21 feet;

THENCE South 00°26'26" East, a distance of 59.40 feet to the south line of that parcel of land described at Reception No. 2018069070 in the Public Records of Douglas County and the Point of Beginning;

THENCE along a non-tangent curve to the right, an arc length of 48.78 feet, said curve having a radius of 405.00 feet, a delta angle of 06°54'04", a chord bearing of South 31°20'00" West and a chord length of 48.75 feet;

THENCE along a compound curve to the right, an arc length of 107.32 feet, said curve having a radius of 100.00 feet, a delta angle of 61°29'31", a chord bearing of South 65°31'47" West and a chord length of 102.25 feet;

THENCE along a reverse curve to the left, an arc length of 84.39 feet, said curve having a radius of 125.00 feet, a delta angle of 38°40'54", a chord bearing of South 76°56'06" West and a chord length of 82.80 feet;

THENCE South 57°35'39" West, a distance of 92.44 feet;

THENCE along a curve to the left, an arc length of 167.01 feet, said curve having a radius of 200.00 feet, a delta angle of 47°50'42", a chord bearing of South 33°40'18" West and a chord length of 162.20 feet;

THENCE South 09°44'57" West, a distance of 486.74 feet;

THENCE along a curve to the right, an arc length of 209.88 feet, said curve having a radius of 250.00 feet, a delta angle of 48°06'02", a chord bearing of South 33°47'58" West and a chord length of 203.77 feet;

THENCE South 57°51'00" West, a distance of 332.99 feet;

continued

OWNER

**PARKER WATER &
SANITATION DISTRICT**

APN. 2349-032-00-029

CALC: AVV DATE: 12/16/2020

DRWN: RD JOB No. 1701-040

SHEET 1 OF 4

PART OF THE
NORTHWEST QUARTER
SECTION 3, T.7S., R.66W.

DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



**EXHIBIT A
LEGAL DESCRIPTION
PERMANENT EASEMENT**

continued

THENCE along a curve to the left, an arc length of 33.75 feet, said curve having a radius of 150.00 feet, a delta angle of 12°53'30", a chord bearing of South 51°24'14" West and a chord length of 33.68 feet;

THENCE along a reverse curve to the right, an arc length of 39.59 feet, said curve having a radius of 75.00 feet, a delta angle of 30°14'31", a chord bearing of South 60°04'45" West and a chord length of 39.13 feet;

THENCE along a reverse curve to the left, an arc length of 27.64 feet, said curve having a radius of 150.00 feet, a delta angle of 10°33'34", a chord bearing of South 69°55'13" West and a chord length of 27.61 feet;

THENCE South 64°38'26" West, a distance of 65.34 feet;

THENCE along a curve to the left, an arc length of 105.69 feet, said curve having a radius of 150.00 feet, a delta angle of 40°22'16", a chord bearing of South 44°27'18" West and a chord length of 103.52 feet;

THENCE South 24°16'11" West, a distance of 114.75 feet to the west line of said parcel of land described at Reception No. 2004124024 and the Point of Terminus, whence the southwest corner of said parcel of land described at Reception No. 2004124024, bears South 00°26'12" East, a distance of 69.66.

Containing 38326 Square Feet, or 0.880 Acres, more or less.

The sidelines of said strip of land to be lengthened or shortened to intersect said south line of that parcel of land described at Reception No. 2018069070 and said west line of that parcel of land described at Reception No. 2004124024.

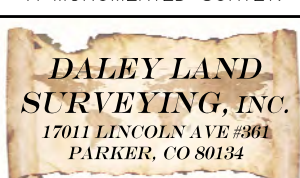
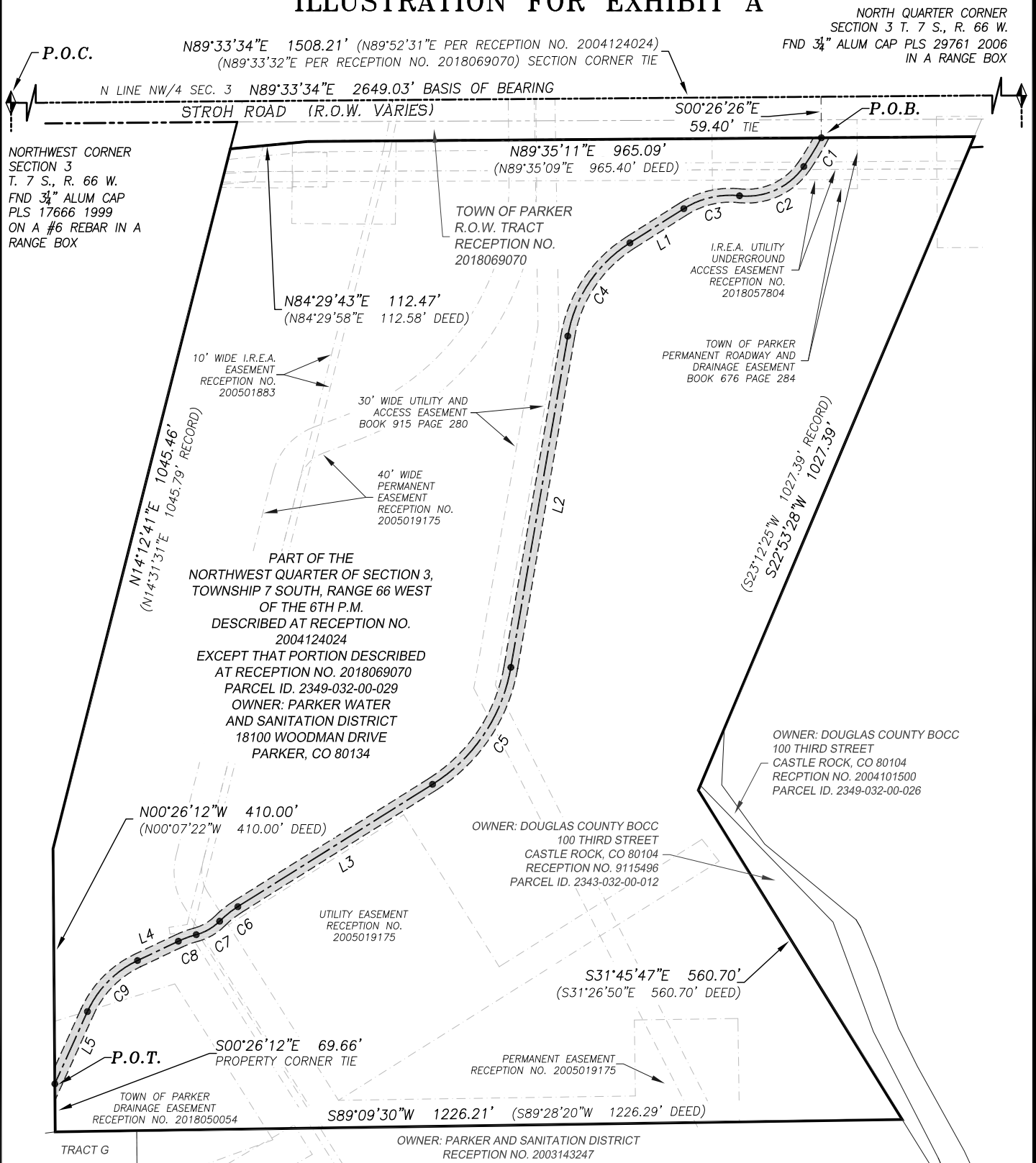
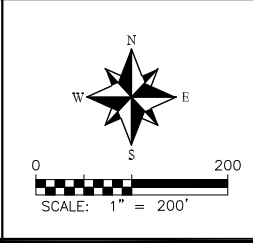
OWNER PARKER WATER & SANITATION DISTRICT		PART OF THE NORTHWEST QUARTER SECTION 3, T.7S., R.66W. DOUGLAS COUNTY, COLORADO	THIS DOES NOT REPRESENT A MONUMENTED SURVEY. DALEY LAND SURVEYING, INC. 17011 LINCOLN AVE #361 PARKER, CO 80134
APN. 2349-032-00-029			
CALC: AVV	DATE: 12/16/2020		
DRWN: RD	JOB No. 1701-040		
SHEET 2 OF 4			

ILLUSTRATION FOR EXHIBIT A



OWNER	
PARKER WATER & SANITATION DISTRICT	
APN. 2349-032-00-029	
CALC: AVV	DATE: 12/16/2020
DRWN: RD	JOB No. 1701-040
SHEET 3 OF 4	

PART OF THE
 NORTHWEST QUARTER
 SECTION 3, T.7S., R.66W.
 DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
 A MONUMENTED SURVEY.

**DALEY LAND
 SURVEYING, INC.**
 17011 LINCOLN AVE #361
 PARKER, CO 80134

\\Survey\1701040\Drawings\TOP Lemon Gulch Trail Easement New.dwg

ILLUSTRATION FOR EXHIBIT A

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	48.78'	405.00'	6°54'04"	S31°20'00"W	48.75'
C2	107.32'	100.00'	61°29'31"	S65°31'47"W	102.25'
C3	84.39'	125.00'	38°40'54"	S76°56'06"W	82.80'
C4	167.01'	200.00'	47°50'42"	S33°40'18"W	162.20'
C5	209.88'	250.00'	48°06'02"	S33°47'58"W	203.77'
C6	33.75'	150.00'	12°53'30"	S51°24'14"W	33.68'
C7	39.59'	75.00'	30°14'31"	S60°04'45"W	39.13'
C8	27.64'	150.00'	10°33'34"	S69°55'13"W	27.61'
C9	105.69'	150.00'	40°22'16"	S44°27'18"W	103.52'

LINE	BEARING	DISTANCE
L1	S57°35'39"W	92.44'
L2	S09°44'57"W	486.74'
L3	S57°51'00"W	332.99'
L4	S64°38'26"W	65.34'
L5	S24°16'11"W	114.75'

OWNER

**PARKER WATER &
SANITATION DISTRICT**

APN. 2349-032-00-029

CALC: AVV DATE: 12/16/2020

DRWN: RD JOB No. 1701-040

SHEET 4 OF 4

PART OF THE
NORTHWEST QUARTER
SECTION 3, T.7S., R.66W.

DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.





Request for Town Council Action

Date: March 1, 2021

Submitted By: Rhonda Willey, Controller

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-014**
A Resolution to Appoint Members to the Investment Advisory Committee

Department: Finance, Rhonda Willey

EXECUTIVE SUMMARY

The Investment Advisory Committee consists of a Councilmember, Town Finance Director, Town Administrator and two community financial professionals. The term of the Councilmember expired on December 31, 2020 and one community financial professional's term expired December 31, 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker Investment Policy (the "Investment Policy") was adopted by the Town Council on July 7, 2015, through Resolution No. 15-031. Pursuant to the Investment Policy, the Town maintains an Investment Advisory Committee (the "Committee") consisting of "the Mayor or a Councilmember appointed by the Mayor and ratified by Town Council, the Town Finance Director, the Town Administrator and two financial professionals."

On December 31, 2019, the term of member Robert Agan ended; he continued to serve on the Committee through 2020. Mayor Jeff Toborg, Councilmember John Diak, and Finance Director Mary Lou Brown interviewed Robert Agan in February, 2021 and recommend officially reappointing him to the Committee. Robert's term would run up to and including December 31, 2023.

On December 31, 2020, the term of the Councilmember expired. The Mayor has reappointed John Diak to a term on the Committee expiring December 31, 2021.

FINANCIAL IMPACT

There is no direct financial impact of this action. The Committee provides an oversight function related to the working capital investments of the Town.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution 21-014

RECOMMENDED MOTION

I move to approve Resolution No. 21-014

RESOLUTION NO. 21-014, Series of 2021

TITLE: A RESOLUTION TO APPOINT MEMBERS TO THE INVESTMENT ADVISORY COMMITTEE

WHEREAS, the term of one (1) regular member expired on December 31, 2019;

WHEREAS, the Town Council desires to appoint one (1) regular member for the 4-year term that began January 1, 2020, to the Committee; and

WHEREAS, the Town Council desires to ratify the Councilmember appointment.

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

Section 1. The Town Council of the Town of Parker hereby appoints one (1) regular member to the Committee for the term ending December 31, 2023, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby ratifies the Councilmember appointment, for the term ending December 31, 2021, as described in Exhibit A.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. One (1) Regular Investment Advisory Commission Member for a term up to and including December 31, 2021.

Rufat Garalov

2. One (1) Regular Investment Advisory Commission Member for a term up to and including December 31, 2023.

Robert Agan

3. Town Councilmember for a term up to and including December 31, 2021.

John Diak