

# TOWN OF PARKER COUNCIL AGENDA

March 15, 2021

**(CONTINUED TO MARCH 22, 2021 DUE TO A LACK OF QUORUM)**

## 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 Third Amended Emergency Order No. 2-2020:** Certain municipal facilities, including Town Hall where Town Council meetings are physically held, are limiting access to members of the general public in response to the COVID-19 pandemic.

**Town Administrator Amended 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 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](http://www.ParkerOnline.org/VirtualTownCouncilMeetings).

**Town Administrator Amended Emergency Order No. 8-2020:** Public comment for items that are not on the agenda may be made via Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website 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 comment or public hearing part of the meeting are available by viewing the individual Town Council meeting listings on the Town's online calendar at [www.parkeronline.org/calendar](http://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](https://www.facebook.com/townofparkerco).

**PLEASE NOTE:** Public participation is NOT available through Facebook Live.

## 1. **TOWN COUNCIL MEETING SCHEDULE**

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

## 2. **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 Amended Emergency Order No. 8-2020.*

## 3. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

## 4. **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=634&key=-1&mod=-1&mk=-1&nov=0>

## A. **APPROVAL OF MINUTES - March 1, 2021**

**B.     CONTRACTS OVER \$100,000**

1.     *Jordan Road Underpass (CIP 20-012) Agreement for Construction Management Services*  
          Amount:             \$209,997.75  
          Contractor:       EST, Inc.  
          Department:       Engineering and Public Works, Bob Exstrom
  
2.     *Jordan Road Underpass (CIP 20-012) Agreement for General Contracting Services*  
          Amount:             \$1,765,000  
          Contractor:       Hudick Excavating Inc. dba HEI Civil  
          Department:       Engineering and Public Works, Bob Exstrom
  
3.     *Rueter-Hess Recreation Authority Annual Assessment*  
          Amount:             \$210,000  
          Payee:             Rueter-Hess Recreation Authority  
          Department:       Parks, Recreation and Open Space, Mary Colton

**5.     PUBLIC HEARINGS**

**A.     Compark Boulevard at Upland Drive Annexation**

**Applicant:       Town of Parker**  
**Location:        Compark Boulevard at Upland Drive**  
**Department:     Community Development, Mary Munekata**  
**TRAKiT No.:     ANX-003**

1.     **RESOLUTION NO. 21-016**  
          **A Resolution to Establish the Findings of Fact and Conclusions Thereon Concerning the Eligibility of the Town Compark Boulevard at Upland Drive Property for Annexation**
  
2.     **ORDINANCE NO. 2.275 - Second 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**

**B.     ORDINANCE NO. 1.547.1 - Second 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**

**6. ORDINANCES**

- A. ORDINANCE NO. 9.136.4 - Second Reading (Continued from February 16, 2021 and to be continued to April 19, 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**
- B. ORDINANCE NO. 5.59.2 - Second 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**
- C. ORDINANCE NO. 9.286.2 - Second 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**
- D. ORDINANCE NO. 9.307.1 - Second 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**
- E. ORDINANCE NO. 1.455.1 - Second 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**
- F. ORDINANCE NO. 9.320.1 - Second 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**

7. **RESOLUTIONS**

**RESOLUTION NO. 21-017**

**A Resolution to Amend Resolution No. 20-028.1, Series of 2020, Concerning the Adoption of the Development-Related User Fee Schedule and Administrative Code Fee Schedule**

**Department: Community Development, Bryce Matthews  
Engineering and Public Works, Alex Mestdagh**

8. **ADJOURNMENT**

**TOWN OF PARKER COUNCIL  
MINUTES  
MARCH 1, 2021**

Mayor Toborg called the Town Council meeting to order at 5:36 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 was one (1) item which was the 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. Under C.R.S. § 24-6-402(4)(b) there were three (3) items; the first was to receive legal advice on specific legal questions concerning SB19-085, Equal Pay for Equal Work Act, and HB 20-1415, Public Health Emergency Whistleblower Law, concerning their application to the Town; the second was to receive legal advice on specific legal questions regarding Chapter 6.03 of the Parker Municipal Code, concerning the adoption of new noise regulations; and, the third item was to receive legal advice on specific legal questions regarding 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.

**EXECUTIVE SESSION**

Todd Hendreks moved and Laura Hefta seconded to go into Executive Session at 5:38 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.

John Diak moved and Todd Hendreks seconded to recess the Executive Session at 6:31 P.M.

The motion was approved unanimously.

The Town Council meeting was recessed until 7:00 P.M.

**REGULAR MEETING**

Mayor Jeff Toborg reconvened the meeting at 7:03 P.M. All Councilmembers were present.

The Mayor led the Pledge of Allegiance.

**PARKER CHAMBER OF COMMERCE UPDATES**

Kara Massa provided an update on Chamber events that took place over the last month and what is planned for the coming months.

**DOWNTOWN BUSINESS ALLIANCE UPDATES**

Ashley Nagy provided an update on events that took place over the last month and what is planned for the coming months.

**PUBLIC COMMENTS**

There were four General Public Comment that will be attached to the approved minutes.

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

Each Councilmember provided an update on meetings they attended since the last Town Council meeting.

**CONSENT AGENDA**

- 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*

Town Attorney Jim Maloney stated that Ordinance No. 5.59.2 (Item G) will be discussed at the Study Session on March 8, 2021, at 5 P.M.

Councilmember Poage moved to remove Consent Agenda Item 6I(1). (The PACE Mainstage Theatre Rigging System Renovation Contract)

The motion died due to a lack of a second.

Todd Hendreks moved to approve Consent Agenda Items 6A through 6I.

John Diak seconded the motion.

The motion was approved unanimously.

## **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**

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.

#### **Public Comment:**

Grant Glessner - 23233 Song Bird Hills Circle - wanted to comment on the Ordinance No.

5.59.2 (Noise Ordinance). The Mayor stated that this was not the time to make comments on the noise ordinance and that he could do so at the second reading of the ordinance.

Todd Hendreks moved to approve Resolution No. 21-004.

Laura Hefta seconded the motion.

The motion was approved unanimously.

**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**

The Town has received from Parker Water and Sanitation District, 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 Meadowlark 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.

**Public Comment - None.**

John Diak moved to approve Resolution No. 21-012.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

**C. RESOLUTION NO. 21-014**

**A Resolution to Appoint Members to the Investment Advisory Committee**

**Department: Finance, Rhonda Willey**

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 reappointed John Diak to a term on the Committee expiring December 31, 2021.

**Public Comment - None.**

Laura Hefta moved to approve Resolution No. 21-014.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

Laura Hefta moved and Todd Hendreks seconded to reconvene the Executive Session at 7:31 P.M.

A roll call vote was taken:

Todd Hendreks - yes

Cheryl Poage - yes

John Diak - yes

Laura Hefta - yes

The motion was approved unanimously.

Todd Hendreks moved and Laura Hefta seconded to come out of the Executive Session at 8:06 P.M.

The motion was approved unanimously.

Todd Hendreks moved and Cheryl Poage seconded to adjourn the regular Town Council meeting at 8:07 P.M.

A roll call vote was taken:

Todd Hendreks - yes

Cheryl Poage - yes

John Diak - yes

Laura Hefta - yes

The motion was approved unanimously.

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Chris Vanderpool, Deputy Town Clerk

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Jeff Toborg, Mayor



## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** Bob Exstrom, Project Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **Jordan Road Underpass (CIP 20-012) Agreement for Construction Management Services**

**Amount:** **\$209,997.75**

**Contractor:** **EST, Inc.**

**Department:** **Engineering and Public Works, Bob Exstrom**

### **EXECUTIVE SUMMARY**

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This item is to award a professional services agreement for construction management services to EST Inc., for the Jordan Road Underpass Project (CIP 20-012) in the amount of \$209,997.75. Staff introduced this contract to Town Council at the March 8, 2021 Study Session.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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This is one of six projects identified by staff back in the summer of 2016 as an effective mitigation strategy concerning the Pawnee Daniels Park 345k Transmission Project. The focus of the mitigation effort was to establish projects or initiatives, which directly address the impacts by virtue of proximity to the Public Service Company (PSCo) right-of-way providing benefit to multiple neighbors through the corridor and improving community integration where fragmentation has previously occurred.

This project specifically addresses the at-grade condition along the East/West Regional Trail at Jordan Road. The trail currently crosses Jordan Road at-grade adjacent to the PSCo right-of-way with limited bike/pedestrian improvements. A grade separated under-crossing at Jordan Road will provide a safer and more convenient route for pedestrians and bicyclists using the trail within the PSCo corridor. The trail is ultimately planned to run from the Cherry Creek Trail to Chatfield State Park increasing the number of users in the years to come.

This project requires construction management services, including but not limited to, project management, inspection and material testing efforts; therefore, staff requested statements of qualifications from the Town's three on-call construction management firms and EST was selected. EST has the qualifications, expertise and available resources necessary to perform the work and has successfully completed work for the Town, including the Schoolhouse Plaza and

Parking Lot Project.

### **FINANCIAL IMPACT**

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Funding for this contract has been appropriated in the 2021 East/West Trail at Jordan Road Under Crossing fund (203-4520) including a \$1,300,000 contribution from Public Service Company.

### **STRATEGIC GOAL(S)**

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SUPPORT AN  
ACTIVE COMMUNITY



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

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None

### **RECOMMENDED MOTION**

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



## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** Bob Exstrom, Project Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **Jordan Road Underpass (CIP 20-012) Agreement for General Contracting Services**

**Amount:** \$1,765,000

**Contractor:** Hudick Excavating Inc. dba HEI Civil

**Department:** Engineering and Public Works, Bob Exstrom

### **EXECUTIVE SUMMARY**

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This item is to award Award of a trade contractor agreement for general contracting services to HEI Civil for the Jordan Road Underpass Project (CIP 20-012) in the amount of \$1,765,000. Staff introduced this contract to Town Council at the March 8, 2021 Study Session.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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This is one of six projects identified by staff back in the summer of 2016 as an effective mitigation strategy concerning the Pawnee Daniels Park 345k Transmission Project. The focus of the mitigation effort was to establish projects or initiatives, which directly address the impacts by virtue of proximity to the Public Service Company (PSCo) right-of-way providing benefit to multiple neighbors through the corridor and improving community integration where fragmentation has previously occurred.

This project specifically addresses the at-grade condition along the East/West Regional Trail at Jordan Road. The trail currently crosses Jordan Road at-grade adjacent to the PSCo right-of-way with limited bike/pedestrian improvements. A grade separated under-crossing at Jordan Road will provide a safer and more convenient route for pedestrians and bicyclists using the trail within the PSCo Corridor. The trail is ultimately planned to run from the Cherry Creek Trail to Chatfield State Park increasing the number of users in the years to come.

This project requires a general contractor to manage and execute the work; therefore, staff publicly solicited bids between January 6, 2021, and February 10, 2021, and a total of fifteen bids were received, with HEI Civil being the lowest responsible bidder. HEI Civil has successfully completed projects for the Town in the past including their most recent Town project, Kings Point Way, which included a 5-foot high by 12-foot wide drainage concrete box

culvert that they did a good job on. Therefore, staff recommends the award of the contract to HEI Civil.

The bid results were as follows:

- 01) Hudick Excavating Inc. dba HEI Civil \$1,765,000.00
- 02) Jalisco International, Inc. \$1,996,900.75
- 03) Rumler Rebar Inc. dba Rumler Civil Construction \$2,041,151.93
- 04) SEMA Construction, Inc. \$2,044,232.90
- 05) RME Ltd., LLC dba Elite Surface Infrastructure \$2,067,232.00
- 06) Stone & Concrete \$2,252,607.34
- 07) Concrete Express, Inc. \$2,271,573.65
- 08) Hamon Infrastructure \$2,305,000.00
- 09) Premier Earthworks and Infrastructure, Inc. \$2,324,445.09
- 10) GoodLand Construction, Inc. \$2,339,239.70
- 11) Wagner Construction Inc. \$2,363,000.00
- 12) HPM Inc. \$2,363,234.00
- 13) Flatiron Constructors, Inc. \$2,382,501.50
- 14) American Civil Constructors, Inc. \$2,385,508.20
- 15) Zak Dirt, Inc. \$2,552,814.45
- \* Engineer's Opinion of Probable Cost \$1,934,415.00

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#### **FINANCIAL IMPACT**

Funding for this contract has been appropriated in the 2021 East/West Trail at Jordan Road Under Crossing fund (203-4520) including a \$1,300,000 contribution from Public Service Company.

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#### **STRATEGIC GOAL(S)**



SUPPORT AN  
ACTIVE COMMUNITY



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

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#### **ATTACHMENTS**

None

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#### **RECOMMENDED MOTION**

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



## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** Mary Colton, Parks and Recreation Director  
Bo Martinez, Deputy Town Administrator

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **Rueter-Hess Recreation Authority Annual Assessment**

**Amount:** **\$210,000**

**Payee:** **Rueter-Hess Recreation Authority**

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

### EXECUTIVE SUMMARY

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Approval of the annual contribution of \$210,000 to the Rueter-Hess Recreation Authority (per an IGA) for the purposes of capital recreation improvements based on the Rueter-Hess Reservoir Recreation Master Plan. Staff presented this information at the March 8, 2021 Study Session.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The Town of Parker has been a member of the Rueter-Hess Recreation Authority per an IGA since 2015. Annually, the Town approves a contribution of \$210,000 (same amount each year) to the Rueter-Hess Recreation Authority along with other members of the Authority (PWSD, Castle Rock, Lone Tree, Castle Pines and Douglas County) for the purposes of capital recreation improvements based on the Rueter-Hess Reservoir Recreation Master Plan. Progress has been made including the development of trails, the incline challenge, parking lot and shelters and decks. Additional trail development, expanded parking and programming including a fishing event, are all anticipated for 2021. Moving forward, the Rueter-Hess Recreation Authority's budget will be presented to Town Council for approval in advance of formal budget approval by the Authority Board.

### FINANCIAL IMPACT

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Funding for this contract has been appropriated in the 2021 fund (203-4520) in the amount of \$210,000.

### STRATEGIC GOAL(S)

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SUPPORT AN  
ACTIVE COMMUNITY



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

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None

**RECOMMENDED MOTION**

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



## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** Mary Munekata, Senior Planner

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **Compark Boulevard at Upland Drive Annexation**

**Applicant:** **Town of Parker**

**Location:** **Compark Boulevard at Upland Drive**

**Department:** **Community Development, Mary Munekata**

**TRAKiT No.:** **ANX-003**

### **EXECUTIVE SUMMARY**

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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 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.

The required public notice regarding the March 15, 2021 public hearing of the annexation was published in the Douglas County News Press dated February 11, 2021. All other public notice requirements have been addressed in accordance with state law and the Municipal Code.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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In 2018, the Town annexed the area known as the Grasslands/Prairie Trail Planned Development 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

The 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**

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None

#### **STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE

#### **ATTACHMENTS**

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1. Vicinity Map
2. Resolution No. 21-016
3. Ordinance No. 2.275
4. Annexation Map

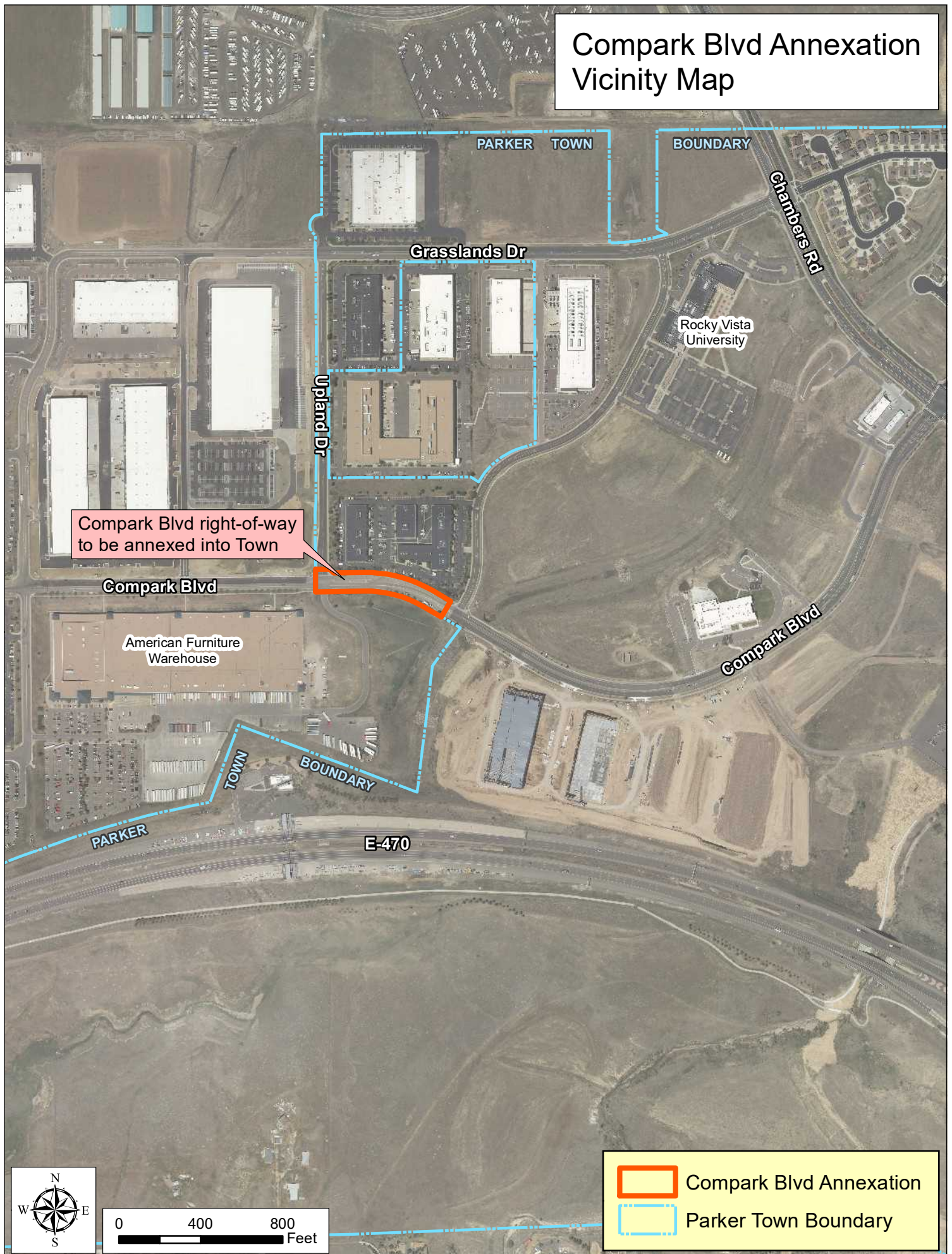
#### **RECOMMENDED MOTION**

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I move to approve Resolution No. 21-016.

I move to approve Ordinance No. 2.275 on second reading.

# Compark Blvd Annexation Vicinity Map



**RESOLUTION NO. 21-016, Series of 2021**

**TITLE: A RESOLUTION TO ESTABLISH THE FINDINGS OF FACT AND CONCLUSIONS THEREON CONCERNING THE ELIGIBILITY OF THE TOWN COMPARK BOULEVARD AT UPLAND DRIVE PROPERTY FOR ANNEXATION**

WHEREAS, pursuant to C.R.S. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached **Exhibit A** for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to C.R.S. § 31-12-105(1)(e).

Section 2. The property is solely owned by the Town of Parker, and the area is eligible for annexation, as set forth in C.R.S. §§ 31-12-104(1)(a) and 31-12-105.

Section 3. No election is required pursuant to C.R.S. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 4. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 5. The entire width of any street or alley to be annexed is included within the annexation.

Section 6. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of C.R.S. § 31-12-106, as amended.

Section 7. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to C.R.S. § 31-12-111.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

## **EXHIBIT A**

### **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.

**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**

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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;

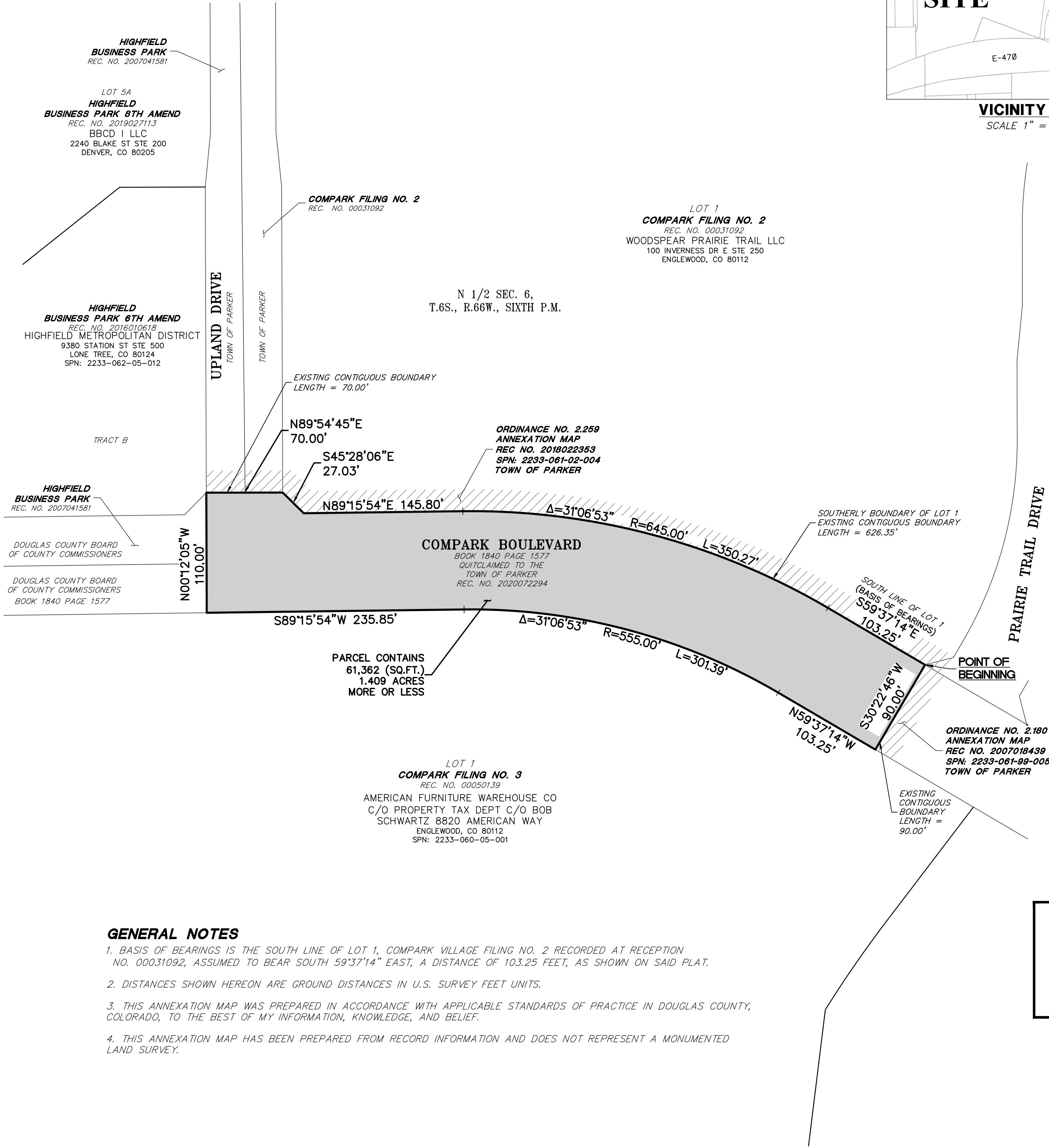
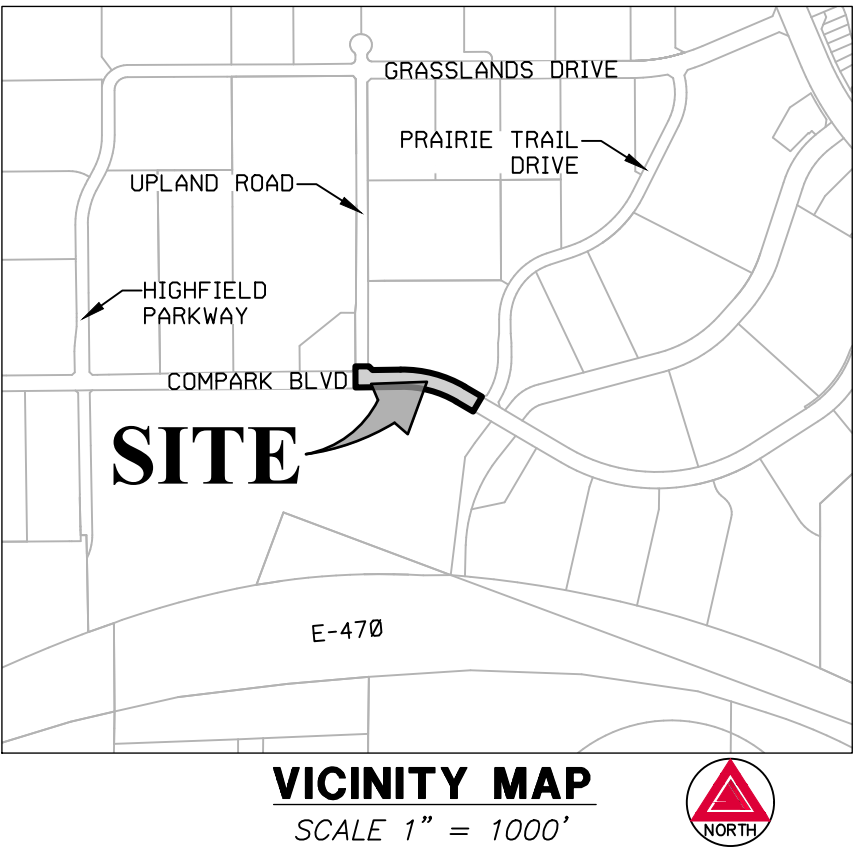
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2. NORTH 89°15'54" EAST, A DISTANCE OF 145.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;
4. SOUTH 59°37'14"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



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:

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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.

TOWN COUNCIL ACCEPTANCE

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

\_\_\_\_\_  
MAYOR, TOWN OF PARKER

\_\_\_\_\_  
ATTEST: TOWN CLERK

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 MAINSTREET  
PARKER, CO 80138

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

SCALE  
1"=60'

CD  
GEB

DATE  
07-17-2020

ADDRESS TOWN OF PARKER COMMENTS  
ADDRESS TOWN OF PARKER COMMENTS

REVISION DESCRIPTION

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

**AZTEC**  
CONSULTANTS, INC.

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

PREPARED FOR  
TOWN OF PARKER  
20120 E. MAINSTREET, PARKER, CO 80138

SHEET  
1

OF 1 SHEETS

24920-04  
JOB NO.



## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** Rhonda Willey, Controller

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 1.547.1 - Second 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**

### EXECUTIVE SUMMARY

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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

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Budget revisions for the current year budget are submitted to Town 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

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|                              | <b>SUPPLEMENTAL<br/>EXPENDITURES</b> | <b>CARRYOVER</b> | <b>NET REVISION</b> |
|------------------------------|--------------------------------------|------------------|---------------------|
| General Fund                 | \$106,500                            | \$1,065,090      | \$1,171,590         |
| Parks and Recreation<br>Fund | 93,696                               | 1,451,602        | 1,545,298           |
| Cultural Fund                |                                      | 49,647           | 49,647              |
| Recreation Fund              | (24,696)                             |                  | (24,696)            |
| Public Improvements          |                                      | 20,534,436       | 20,534,436          |

|                        |  |           |           |
|------------------------|--|-----------|-----------|
| Fund                   |  |           |           |
| Stormwater Fund        |  | 5,350,647 | 5,350,647 |
| Facility Services Fund |  | 53,000    | 53,000    |

|                        |                  |                     |                     |
|------------------------|------------------|---------------------|---------------------|
| <b>Total All Funds</b> | <b>\$175,500</b> | <b>\$28,504,422</b> | <b>\$28,679,922</b> |
|------------------------|------------------|---------------------|---------------------|

#### STRATEGIC GOAL(S)

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#### ATTACHMENTS

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1. Ordinance 1.547.1

#### RECOMMENDED MOTION

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I move to approve Ordinance No. 1.547.1 on second reading.

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****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> |
|-----------------------------------------|-----------------|----------------------------|
| <b><u>General Fund</u></b>              |                 |                            |
| 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              |
| <b><u>Parks and Recreation Fund</u></b> |                 |                            |
| 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              | 93,696          |                            |
| Total expenditure revision              |                 | 1,545,298                  |
| Total revised expenditures              |                 | 14,967,690                 |
| Ending fund balance                     |                 | \$ 8,035,973               |

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

1st Reading  
 2nd Reading

March 1, 2021  
 March 15, 2021

**Exhibit A**

|                                    | <u>Revision</u> | <u>2021 Revised Budget</u> |
|------------------------------------|-----------------|----------------------------|
| <b><u>Cultural Fund</u></b>        |                 |                            |
| 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                 |
| <b><u>Recreation Fund</u></b>      |                 |                            |
| 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         | (24,696)        |                            |
| Total expenditure revisions        |                 | (24,696)                   |
| Total revised expenditures         |                 | 9,428,573                  |
| Ending fund balance                |                 | \$ 1,308,968               |

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

1st Reading

March 1, 2021

2nd Reading

March 15, 2021

**Exhibit A**

|                                        | <b><u>Revision</u></b> | <b><u>2021 Revised Budget</u></b> |
|----------------------------------------|------------------------|-----------------------------------|
| <b><u>Public Improvements Fund</u></b> |                        |                                   |
| 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                     |
| <b><u>Stormwater Utility Fund</u></b>  |                        |                                   |
| 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> |
|--------------------------------------|-----------------|----------------------------|
| <b><u>Facility Services Fund</u></b> |                 |                            |
| 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>53,000</u>              |
| Total revised expenditures           |                 | <u>1,141,299</u>           |
| Ending fund balance                  |                 | <u><u>\$ 231,718</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<br>Expenditures | Carryover     | Total<br>Expenditures | Net Revision  |
|---------------------------|------------------------------|---------------|-----------------------|---------------|
| General Fund              | \$ 106,500                   | \$ 1,065,090  | \$ 1,171,590          | \$ 1,171,590  |
| Parks and Recreation Fund | 93,696                       | 1,451,602     | 1,545,298             | 1,545,298     |
| Cultural Fund             | -                            | 49,647        | 49,647                | 49,647        |
| Recreation Fund           | (24,696)                     | -             | (24,696)              | (24,696)      |
| 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           | \$ 175,500                   | \$ 28,504,422 | \$ 28,679,922         | \$ 28,679,922 |

**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          |
|-----------------------------------------------|-----------------|
| <b>Cultural Fund</b>                          |                 |
| Theater Equipment                             | 5,589           |
| The Schoolhouse Parking Lot and Plaza         | 44,058          |
| <b>Total Cultural Fund carryover revision</b> | <b>\$49,647</b> |

**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             |
| <b>Total Public Improvement Fund carryover revision</b> | <b>\$20,534,436</b> |

**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          |
| <b>Total Stormwater Fund carryover revision</b> | <b>\$5,350,647</b> |

**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 |
|---------------------------------------|--------|

|                                                               |                       |
|---------------------------------------------------------------|-----------------------|
| <i><b>Total Facility Services Fund carryover revision</b></i> | <hr/> <b>\$53,000</b> |
|---------------------------------------------------------------|-----------------------|

|                                        |                                 |
|----------------------------------------|---------------------------------|
| <i><b>Total carryover revision</b></i> | <hr/> <hr/> <b>\$28,504,422</b> |
|----------------------------------------|---------------------------------|

**Expenditures**

**General Fund**

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

**Parks and Recreation Fund**

|                                                                                           |                        |
|-------------------------------------------------------------------------------------------|------------------------|
| Safety Improvements at O'Brien Park                                                       | 54,000                 |
| Correct allocation of staff between the Recreation Fund and the Parks and Recreation Fund | 39,696                 |
| <b><i>Total Parks and Recreation Fund expenditure supplemental revision</i></b>           | <b><u>\$93,696</u></b> |

**Recreation Fund**

|                                                                                           |                        |
|-------------------------------------------------------------------------------------------|------------------------|
| Correct budget book error for Fieldhouse control panel project                            | 15,000                 |
| Correct allocation of staff between the Recreation Fund and the Parks and Recreation Fund | (39,696)               |
| <b><i>Total Recreation Fund expenditure supplemental revision</i></b>                     | <b><u>(24,696)</u></b> |

|                                                       |                                |
|-------------------------------------------------------|--------------------------------|
| <b><i>Total expenditure supplemental revision</i></b> | <b><u><u>\$175,500</u></u></b> |
|-------------------------------------------------------|--------------------------------|



## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** Jamie Wynn, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.136.4 - Second Reading (Continued from Feb.16, 2021 and to be continued to April 19, 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**

### **EXECUTIVE SUMMARY**

---

The Town of Parker entered into an Agreement with the Douglas County Emergency Telephone Service Authority ("The Authority") to participate in the Emergency Telephone Service / E911 system. The current Agreement includes a provision requiring an Addendum to be executed by both parties for any additional "Authority Funded Improvements." The Authority agreed to fund a Hosted 911 NICE Recorder for use by the Town of Parker, and this Addendum memorializes that agreement.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

In 2007, the Town of Parker approved the Funding Agreement with the Douglas County Emergency Telephone Service Authority ("The Authority") agreeing to participate in the Emergency Telephone Service / E911 system. The 2007 Agreement was amended in 2011 ("Amended Agreement") and approved and signed by the Town of Parker. The 2011 Amended Agreement included Exhibit B, which was a blank form addendum, for the parties to complete and sign upon The Authority approving any additional "Authority Funded Improvements."

In 2013, both parties signed an Addendum to amend the term "Authority Funded Improvements" to include services purchased by The Authority for use by the Town. In 2017, the Town approved and signed an Addendum as provided for in Exhibit B to the Amended Agreement for purchase of equipment and other improvements for use by the Town. In 2018, a third Addendum was provided for review and signature by the Town of Parker. The 2018 Addendum provided that The Authority will "appropriate and budget the Funds . . . and deliver the Funds on behalf of the Public Agency directly to the Vendor in a timely manner" for the

purchase of a "Venture Technologies - NICE Recorder." There is no financial obligation to the Town of Parker based on this Addendum and the system is being used by Parker 911. The Addendum is a formality to incorporate the updated funded improvements and the financial obligation of The Authority into the Amended Agreement.

#### **FINANCIAL IMPACT**

---

None.

#### **STRATEGIC GOAL(S)**

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INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

#### **ATTACHMENTS**

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1. Ordinance No. 9.136.4

#### **RECOMMENDED MOTION**

---

I move to continue Ordinance No. 9.134.4 to April 19, 2021, for second reading.

ORDINANCE NO. 9.136.4, Series of 2021

**TITLE: 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**

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 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, 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**

### **ADDENDUM TO AMENDED AND RESTATED FUNDING AGREEMENT**

\_\_\_\_\_, 2021

THIS ADDENDUM TO AMENDED AND RESTATED FUNDING AGREEMENT ("Addendum") is made by and between Town of Parker (for the Parker Police Department), hereinafter referred to as "the Public Agency," and the Douglas County Emergency Telephone Service Authority, hereinafter referred to as "the Authority" (the Public Agency and the Authority being referred to individually as "Party" or jointly as "Parties").

In consideration of the mutual covenants, agreements and conditions hereinafter specified, the receipt and sufficiency of which are hereby acknowledged, the Public Agency and the Authority hereby modify the Amended and Restated Funding Agreement as follows:

The Authority shall provide \$297,435.90 (the "Funds") for the purchase of the following equipment, facilities and/or improvements for use by the Public Agency: A fully hosted Venture Technologies, Inc., dba ConvergeOne, Inc.-NICE Recorder for Hosted 911 NICE Recording Services (collectively, the "Additional Authority Funded Improvements").

The Additional Authority Funded Improvements shall be subject to the terms and conditions of the Amended and Restated Funding Agreement, in addition to the following conditions, requirements and/or restrictions: NONE.

The Authority has appropriated and budgeted the Funds for the fiscal year(s) of the purchase and has sufficient funds currently available to pay the vendor of the Additional Authority Funded Improvements (the "Vendor"). The Authority shall deliver the Funds on behalf of the Public Agency directly to the Vendor in a timely manner. All expenditures made by the Authority shall be subject to the Public Agency's procurement policies.

The Parties expressly intend and agree that this Addendum is hereby incorporated into the Amended and Restated Funding Agreement and the terms herein shall modify and control the terms in the Amended and Restated Funding Agreement. Any inconsistency between the terms of this Addendum and the terms of the Amended and Restated Funding Agreement shall be resolved in favor of the terms contained in this Addendum.

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## Request for Town Council Action

**Date:** March 15, 2021

**Submitted By:** John Fussa, Community Development Director  
Jim Tsurapas, Chief of Police  
Chris Hudson, Deputy Director of Engineering  
Jamie Wynn, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 5.59.2 - Second 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**

### 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, based on prior discussions with Town Council. The proposed standards are based upon information and recommendations from sound engineering consultants, CENSEO AV+Acoustics, as well as other relevant information.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

Sections of Chapter 6 of 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 proposed additional amendments to clarify the purpose of the Code sections that regulate noise and sound in mixed-use and non-residential (commercial). The proposal includes updated standards, prohibitions and exceptions regarding noise and sound based on expert advice, other relevant information, and discussions with Town Council.

### 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 this 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 and maintenance of the meters.

### **STRATEGIC GOAL(S)**

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

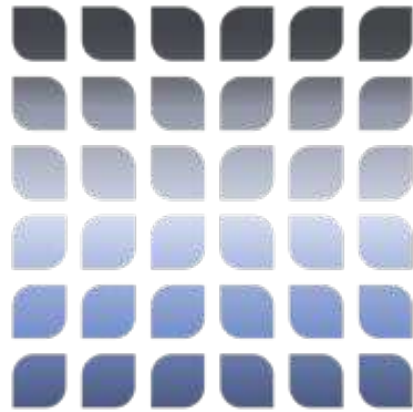
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1. Parker Town Council Noise Presentation
2. Ordinance No. 5.59.2

### **RECOMMENDED MOTION**

---

I move to approve Ordinance No. 5.59.2 on second reading.



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<br>65 dBC | 50 dBA<br>60 dBC |
| ■ Commercial        | 65 dBA<br>75 dBC | 60 dBA<br>70 dBC |
| ■ Public            | 75 dBA<br>75 dBC | 70 dBA<br>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

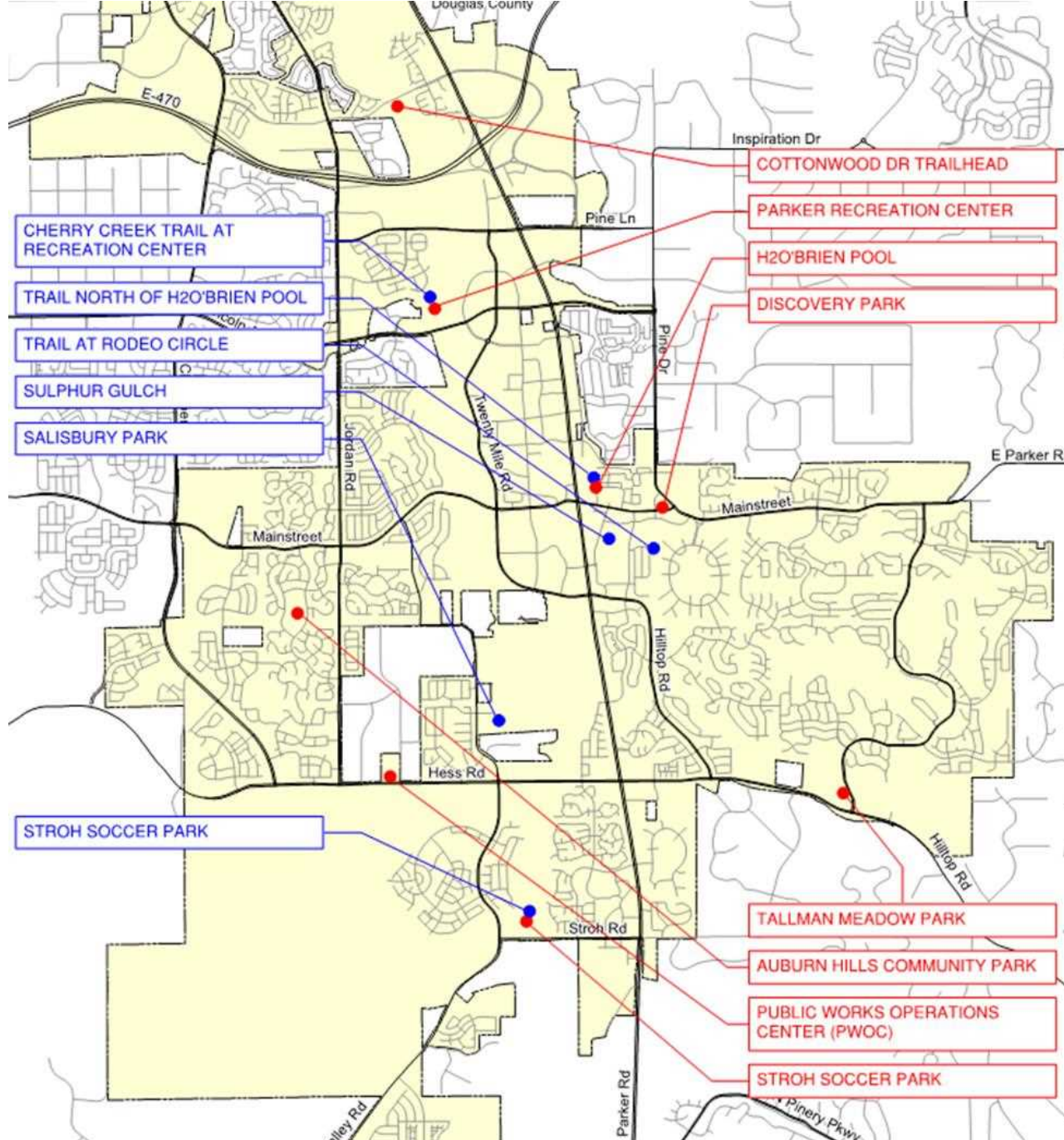
## Long-Term:

- 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<br>Measurement Location | Daytime Average<br>Measured Sound Levels<br>(1-Hour Leq in dBA) | Nighttime Average<br>Measured Sound Levels<br>(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 circular 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.**

**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.**

**(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) 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).**

**(b) 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. During the summer season, as defined in this Chapter, the use of outdoor loudspeakers, public address systems, sound systems, or similar devices shall be extended by one (1) hour in the evening, on both Friday and Saturday, at the decibel levels set forth in this Paragraph and shall modify the hours set forth in Paragraphs (b)(3), below, and 6.03.060(1)(b) of this Chapter, accordingly.**

**(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).**

**(c) 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). During the summer season, as defined in this Chapter, the use of outdoor loudspeakers, public address systems, sound systems, or similar devices shall be extended by one (1) hour, on both Friday and Saturday, at the decibel levels set forth in this Paragraph and shall modify the hours set forth in Paragraphs (c)(2), below, and 6.03.060(1)(b) of this Chapter, accordingly.**

**(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 commercial/mixed-use area is prohibited between the hours of 10:00 p.m. and 7:00 a.m. the following day, unless otherwise specified in Paragraph 6.03.050(c)(1) of this Chapter.

(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, unless otherwise specified in Paragraph 6.03.050(b)(2) of this Chapter.

(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.** Section 6.03.050 of the Parker Municipal Code is renumbered as Section 6.03.070 and amended to read as follows:

**6.03.050070 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 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.** **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 9.** 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 15, 2021

**Submitted By:** Chris Hudson, Deputy Director of Engineering

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.286.2 - Second 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**

### EXECUTIVE SUMMARY

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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

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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 a First 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 to formalize this arrangement. An ordinance is needed for approval of this IGA amendment.

Assuming that all goes according to 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 Board of County Commissioners is scheduled to review this IGA amendment at their meeting on March 23, 2021.

### **FINANCIAL IMPACT**

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

### **STRATEGIC GOAL(S)**

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INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



ENHANCE ECONOMIC  
VITALITY

### **ATTACHMENTS**

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1. Ordinance No. 9.286.2

### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.286.2 on second reading.

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 15, 2021

**Submitted By:** Alex Mestdagh, Engineering Service Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.307.1 - Second 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

### EXECUTIVE SUMMARY

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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. This project was discussed as part of the Engineering/Public Works update at the February 22, 2021 Study Session.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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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 realignment 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**

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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

The developer is required to provide this funding to the Town upon request in accordance with the Looking Glass Filing No. 6 Subdivision Improvement Agreement.

### **STRATEGIC GOAL(S)**

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**INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE**



**DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH**



**PROMOTE A SAFE AND  
HEALTHY COMMUNITY**

### **ATTACHMENTS**

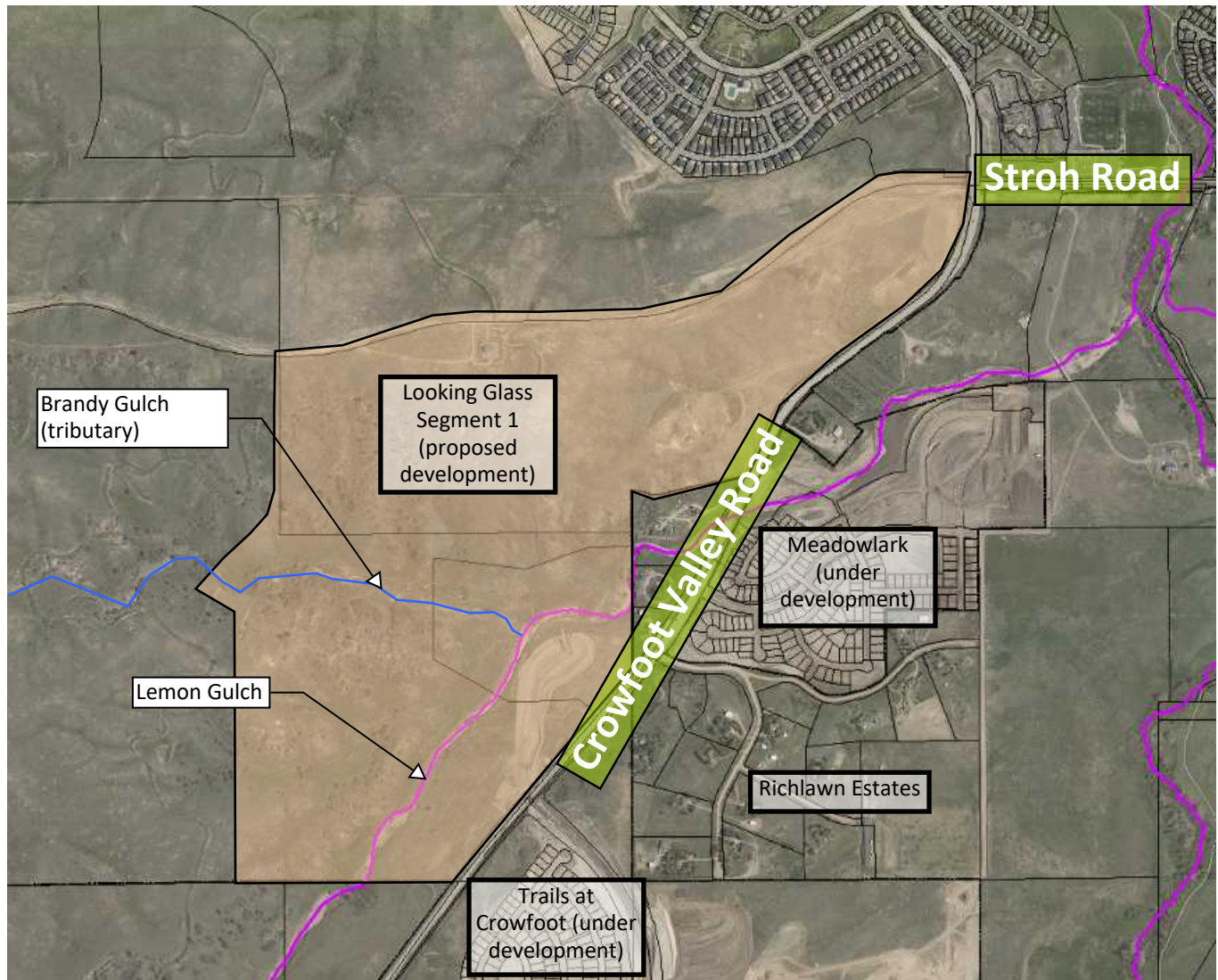
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1. Vicinity Map
2. Ordinance 9.307.1

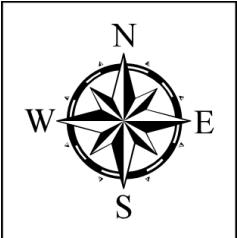
### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.307.1 on second reading.



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<br>(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   |
| <b>RECREATIONAL TRAIL</b> |           |                                                                           |        |    |            |              |
| 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  |
| <b>LANDSCAPING</b>        |           |                                                                           |        |    |            |              |
| 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          |
| <b>BID TOTAL</b> |    |                                            |   |    |              | <b>\$4,887,537.85</b> |

## **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

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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

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## 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 15, 2021

**Submitted By:** Jim Maloney, Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 1.455.1 - Second 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

### EXECUTIVE SUMMARY

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

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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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

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None.

### STRATEGIC GOAL(S)

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### ATTACHMENTS

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1. Ordinance No. 1.455.1

**RECOMMENDED MOTION**

---

I move to approve Ordinance No. 1.455.1 on second reading.

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 15, 2021

**Submitted By:** Jim Maloney, Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.320.1 - Second 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**

### **EXECUTIVE SUMMARY**

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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**

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Approve

### **BACKGROUND/DISCUSSION**

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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 31, 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**

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None.

**STRATEGIC GOAL(S)**

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**ATTACHMENTS**

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1. Ordinance No. 9.320.1

**RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.320.1 on second reading.

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           |                |                    |         |
|---------------------------------------------------------|----------------|--------------------|---------|
| <b>Total Amount Allocated by DOLA to Douglas County</b> |                |                    |         |
| Less 20% for contact tracing and testing                |                |                    |         |
| <b>Remaining amount split 25%/75%</b>                   |                |                    |         |
| 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 20<sup>th</sup> 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](mailto:Seth.hoffman@cityoflonetree.com)  
[Dcorliss@crgov.com](mailto:Dcorliss@crgov.com)  
[Mkivela@parkeronline.org](mailto:Mkivela@parkeronline.org)  
[Michael.penny@castlepinesco.gov](mailto:Michael.penny@castlepinesco.gov)  
[mcardenas@townoflarkspur.org](mailto: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 15, 2021

**Submitted By:** Bryce Matthews, Planning Manager  
Alex Mestdagh, Engineering Service Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 21-017**  
**A Resolution to Amend Resolution No. 20-028.1, Series of 2020, Concerning the Adoption of the Development-Related User Fee Schedule and Administrative Code Fee Schedule**

**Department:** **Community Development, Bryce Matthews**  
**Engineering and Public Works, Alex Mestdagh**

### **EXECUTIVE SUMMARY**

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This resolution proposes to add new fees to the Town's Development Fee Schedule. The proposed changes include the addition of a fee to fund additional development inspection assistance anticipated to be necessary in 2021, and the addition of fees for two land use applications. This item was presented and discussed at the March 8, 2021 Study Session.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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The Town of Parker's current Development Fee Schedule was approved by Town Council in June 2020. This new fee schedule was the product of a User Fee Study that was performed by the Town Administrator's office. The schedule set forth revised fees for all development-related services performed by Engineering, Community Development, Parks and Recreation, and the Town Attorney's Office. These fees are paid by applicants submitting a development request to the Town.

Staff is proposing three additions to the fee schedule in order to adequately recover the Town's costs for several development tasks:

A new Inspection Surcharge for development construction inspection is proposed by the Engineering/Public Works Department. In order to effectively inspect the extensive amount of development-related construction anticipated in 2021, staff has identified a need to supplement the Town's inspection staff with a consultant inspector. Since the Town's inspection fees are based on Town staff performing the inspections rather than consultants, additional funding

beyond that generated by our fees is needed to fund a consultant contract. The proposed fee would be collected from all development projects that will need infrastructure inspections in 2021, including projects already under construction, and the fees would be used to fund the consultant inspector. This consultant will perform inspections of development projects at the direction of Town Staff to ensure that construction is done in accordance with Town standards. While it is anticipated that the consultant inspector will focus on only a few projects, an additional fee of 27% of each project's calculated inspection fee is proposed to be collected from all projects to fairly spread the cost among all developers. This fee is estimated to generate the additional funds (beyond the standard inspection fees anticipated to be collected) necessary to fund a consultant inspector through the construction season. If this fee is approved, the subsequent contract for the consultant will come before Town Council for consideration. This fee would be revisited later this year to determine if inspection assistance would be required again in 2022.

Fees are also being proposed by Community Development for plat corrections and waivers/extensions. These applications have rarely been used in the past, and thus were not included in the original fee schedule adopted by Town Council. However, over the past year their frequency have increased markedly, in part due to challenges presented by COVID. Fees are now proposed to be added for these applications. Staff is proposing a flat fee of \$104 for waiver/extension requests, and \$50 for plat corrections.

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#### **FINANCIAL IMPACT**

The Inspection Surcharge is anticipated to generate approximately \$82,000 in 2021. The Town also anticipates collecting approximately \$56,000 in standard engineering inspection fees in excess of that representing the efforts of Town Staff. These sums are proposed to be used to fund a consultant inspector.

Each waiver/extension takes an average of five (5) hours of Planning staff time, which amounts to approximately \$208 in direct staff costs. As with the current fee schedule, staff is recommending an application fee of \$104 for extensions/waiver applications which, is 50% of the direct staff costs. For plat corrections, staff is recommending an application fee of \$50.

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#### **STRATEGIC GOAL(S)**



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

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#### **ATTACHMENTS**

1. Resolution No. 21-017

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#### **RECOMMENDED MOTION**

I move to approve Resolution No.21-017.

RESOLUTION NO. 21-017, Series of 2021

**TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 20-028.1, SERIES OF 2020, CONCERNING THE ADOPTION OF THE DEVELOPMENT-RELATED USER FEE SCHEDULE AND ADMINISTRATIVE CODE FEE SCHEDULE,**

WHEREAS, the Town of Parker has adopted a municipal code which allows for the setting of fees by Town Council Resolution; and

WHEREAS, the Town Council of the Town of Parker did adopt the Development-Related User Fee Schedule and Administrative Code Fee Schedule, pursuant to Resolution No. 20-028, and

WHEREAS, the Town Council did adopt an amendment to Resolution No. 20-028, pursuant to Resolution No. 20-028.1; and

WHEREAS, the Development-Related User Fee Schedule and Administrative Code Fee Schedule must be amended to add certain fees, amend certain fee amounts and remove certain other fees;

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

Section 1. The Amended Development-Related User Fee Schedule and Administrative Code Fee Schedule, attached hereto as **Exhibit 1**, is hereby adopted.

Section 2. These fees shall be reviewed at least annually in conjunction with the budget process and any recommended changes shall be discussed and presented during the budget process.

Section 3. The fees in Exhibit 1 shall remain in effect until changed by a subsequent Resolution of the Town Council or as part of adoption of the Town of Parker budget for fiscal year 2021 or any subsequent fiscal year.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk



**Amended  
Development-Related  
User Fee Schedule**

**Pg. 2 – 9**

Effective June 15, 2020

Amended March 22, 2021

**Administrative Code  
Fee Schedule**

**Pg. 10 – 12**

Effective June 15, 2020

Amended March 22, 2021

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A Town of Parker representative will be available to assist applicants in calculating fees due. Payment is due when the application is submitted.

| Community Development - Planning Division |  |            |
|-------------------------------------------|--|------------|
| Task Description                          |  | Amount     |
| <b>Annexation</b>                         |  |            |
| New Annexation Application & Agreement    |  | \$840      |
| <b>Rezoning</b>                           |  |            |
| Straight                                  |  | \$635      |
| New Planned Development                   |  | \$9,050    |
| PD Amendment                              |  | \$2,790    |
| Variance                                  |  | \$250      |
| <b>Subdivision</b>                        |  |            |
| Sketch Plan                               |  |            |
| 0-10 acres                                |  | \$3,888.75 |
| 10-100 acres                              |  | \$5,186.25 |
| > 100 acres                               |  | \$6,483.75 |
| Preliminary Plan                          |  |            |
| 0-10 acres                                |  | \$2,722.50 |
| 10-100 acres                              |  | \$3,630.00 |
| > 100 acres                               |  | \$4,537.50 |
| Final Plat                                |  |            |
| 0-10 acres                                |  | \$910      |
| 10-100 acres                              |  | \$1,215    |
| > 100 acres                               |  | \$1,520    |
| Replat                                    |  | \$310      |
| Minor Development Plat                    |  |            |
| 0-10 acres                                |  | \$1,135    |
| 10-100 acres                              |  | \$1,513    |
| > 100 acres                               |  | \$1,890    |
| Condo Plat                                |  | \$3,705    |
| Subdivision Agreement Amendment           |  | \$565      |
| Plat Correction                           |  | \$50       |
| Extension/Waiver                          |  | \$104      |
| <b>Site Plan/Preliminary Site Plan</b>    |  |            |
| Preliminary Site Plan - Nonresidential    |  |            |
| 1-2 buildings                             |  | \$207.50   |
| 2-5 buildings                             |  | \$415.00   |
| 5-10 buildings                            |  | \$520.00   |
| >10 buildings                             |  | \$622.50   |
| Preliminary Site Plan - Multifamily       |  |            |
| 1-2 buildings                             |  | \$2,022.50 |
| 2-5 buildings                             |  | \$4,045.00 |
| 5-10 buildings                            |  | \$5,057.50 |
| >10 buildings                             |  | \$6,067.50 |

| Community Development - Planning Division                               |         |
|-------------------------------------------------------------------------|---------|
| Task Description                                                        | Amount  |
| <b>Site Plan/Preliminary Site Plan</b>                                  |         |
| Nonresidential                                                          |         |
| 1-2 buildings                                                           | \$415   |
| 2-5 buildings                                                           | \$830   |
| 5-10 buildings                                                          | \$1,040 |
| >10 buildings                                                           | \$1,245 |
| Amendment*                                                              | \$460   |
| <b>Building Permit</b>                                                  |         |
| Commercial Plot Plan Review                                             | \$20    |
| Commercial Permit                                                       | \$10    |
| Planning Inspections and Code Compliance Check Review                   | \$250   |
| Residential Permit Plot Plan Review                                     | \$60    |
| <b>Use by Special Review</b>                                            |         |
| General - Not WCF or Utilities                                          | \$2,000 |
| Wireless Communication Facilities                                       | \$525   |
| Determination of Non-Substantial Change                                 | \$125   |
| Utilities                                                               | \$200   |
| <b>Sign Permit</b>                                                      |         |
| New                                                                     | \$73    |
| Planned Sign Program                                                    | \$200   |
| Planned Sign Program Amendment                                          | \$200   |
| <b>Residential Design Minimums</b>                                      |         |
| Subdivision                                                             | \$640   |
| Changes                                                                 | \$25    |
| Community Development - Building Division                               |         |
| Task Description                                                        | Amount  |
| <b>Building Permit</b>                                                  |         |
| Site Plan Review                                                        | \$140   |
| New Residential-SFD and MF (Sketch and Preliminary Plan and Final Plat) | \$340   |

| Engineering/Public Works               |             |         |
|----------------------------------------|-------------|---------|
| Task Description                       |             | Amount  |
| <b>Land Use</b>                        |             |         |
| Sketch Plan                            |             |         |
|                                        | 0-5 acres   | \$90    |
|                                        | 5-25 acres  | \$150   |
|                                        | 25-50 acres | \$200   |
|                                        | > 50 acres  | \$250   |
| Preliminary Plan                       |             |         |
|                                        | 0-5 acres   | \$720   |
|                                        | 5-25 acres  | \$790   |
|                                        | 25-50 acres | \$850   |
|                                        | > 50 acres  | \$920   |
| Final Plat                             |             | \$620   |
| Minor Development Plat                 |             |         |
|                                        | 0-5 acres   | \$900   |
|                                        | 5-25 acres  | \$960   |
|                                        | 25-50 acres | \$1,050 |
|                                        | > 50 acres  | \$1,140 |
| Use By Special Review                  |             | \$190   |
| Site Plan                              |             |         |
|                                        | 0-5 acres   | \$490   |
|                                        | 5-25 acres  | \$490   |
|                                        | 25-50 acres | \$540   |
|                                        | > 50 acres  | \$580   |
| Preliminary Site Plan*                 |             | \$250   |
| Site Plan Amendment*                   |             | \$220   |
| Annexation                             |             | \$610   |
| Zoning                                 |             | \$640   |
| Zoning/PD Amendment                    |             | \$520   |
| <b>Agreements</b>                      |             |         |
| Subdivision Agreement                  |             | \$810   |
| Development Agreement                  |             | \$810   |
| License Agreement                      |             | \$260   |
| Intergovernmental Agreement            |             | \$440   |
| Agreement Amendment                    |             | \$130   |
| Easement Agreement (separate document) |             | \$290   |
| Easement Vacation (separate document)  |             | \$390   |
| Request for Easement                   |             | \$520   |
| Right-of-Way Dedication or Vacation    |             | \$390   |
|                                        |             |         |

| Engineering/Public Works         |             |         |
|----------------------------------|-------------|---------|
| Task Description                 |             | Amount  |
| <b>Studies/Reports</b>           |             |         |
| Drainage Report                  |             |         |
|                                  | 0-5 acres   | \$560   |
|                                  | 5-25 acres  | \$1,650 |
|                                  | 25-50 acres | \$3,750 |
|                                  | > 50 acres  | \$5,760 |
| Drainage Conformance Letter      |             |         |
|                                  | Minor       | \$310   |
|                                  | Major       | \$620   |
| Traffic Impact Study             |             |         |
|                                  | 0-5 acres   | \$700   |
|                                  | 5-25 acres  | \$1,330 |
|                                  | 25-50 acres | \$2,790 |
|                                  | > 50 acres  | \$4,150 |
| Traffic Conformance Letter       |             | \$280   |
| Pavement Design Report           |             | \$260   |
| <b>Construction Plan Review</b>  |             |         |
| Street/Storm                     |             |         |
|                                  | 0-5 acres   | \$920   |
|                                  | 5-25 acres  | \$2,120 |
|                                  | 25-50 acres | \$4,310 |
|                                  | > 50 acres  | \$6,290 |
| Traffic Signal Plans             |             | \$950   |
| Grading/CBMP Plans               |             |         |
|                                  | 0-5 acres   | \$490   |
|                                  | 5-25 acres  | \$890   |
|                                  | 25-50 acres | \$1,360 |
|                                  | > 50 acres  | \$1,820 |
| Utility Plans                    |             | \$340   |
| Landscaping Plans                |             | \$270   |
| Detention Pond                   |             | \$1,050 |
| Alternate Water Quality Facility |             | \$960   |
| Construction Plan Revision       |             |         |
|                                  | Minor       | \$310   |
|                                  | Major       | \$620   |

| Engineering/Public Works                              |                                                       |
|-------------------------------------------------------|-------------------------------------------------------|
| Task Description                                      | Amount                                                |
| <b>Construction Plan Review</b>                       |                                                       |
| Major Drainageway Improvements                        |                                                       |
| Minor                                                 | \$710                                                 |
| Major                                                 | \$2,790                                               |
| Floodplain Modification                               | \$1,320                                               |
| Variance Request                                      | \$410                                                 |
| <b>Inspection Fees</b>                                |                                                       |
| Storm Sewer                                           |                                                       |
| Manhole (EA)                                          | \$85/EA                                               |
| Inlet (EA)                                            | \$170/EA                                              |
| Storm Sewer (LF)                                      | \$0.30/LF                                             |
| Cast-in-Place Culverts (LF)                           | \$550/EA                                              |
| Riprap/Outfall Protection                             | \$0.55/SY                                             |
| Detention/Water Quality Pond                          |                                                       |
| Forebay                                               | \$170/EA                                              |
| Trickle Channel                                       | \$0.45/LF                                             |
| Outlet Structure                                      | \$250/EA                                              |
| Spillway                                              | \$170/EA                                              |
| Alternate Water Quality Facility                      | \$250/EA                                              |
| Major Drainageway Improvements                        | Estimate Provided<br>at Time of Permit<br>Application |
| Roadway                                               |                                                       |
| Curb & Gutter                                         | \$0.25/LF                                             |
| Sidewalk/Trail                                        | \$0.25/LF                                             |
| Curb Ramps                                            | \$85/EA                                               |
| Crossspan                                             | \$170/EA                                              |
| Pavement and Subgrade                                 | \$0.33/SY                                             |
| Underdrain                                            | \$0.30/LF                                             |
| Traffic Signage                                       | \$10/sign post                                        |
| Traffic Striping                                      | \$0.10/LF;<br>\$5/symbol                              |
| Traffic Signal Installation or<br>Modification        | \$225/corner                                          |
| Bridges                                               | Estimate Provided<br>at Time of Permit<br>Application |
| Final Warranty Inspections for Public<br>Improvements | \$80.50/Hour                                          |
| Inspection Surcharge                                  | 27% of Town<br>Inspection Total                       |

| Engineering/Public Works                                                                                                                                             |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Task Description                                                                                                                                                     | Amount                            |
| <b>Right-of-Way Use Permit Fees</b>                                                                                                                                  |                                   |
| Application and Administration Fee<br><br>Includes review of application materials and routine traffic control plans, pre-construction meeting, and final inspection | \$200                             |
| Traffic Control Plan Review Fee                                                                                                                                      | \$300                             |
| Permit Renewal Fee                                                                                                                                                   | \$100                             |
| Roadway Pavement Cut                                                                                                                                                 | \$5.00/SF                         |
| Sidewalk or Curb Cut                                                                                                                                                 | \$1.50/SF or \$50 minimum         |
| Boring                                                                                                                                                               | \$0.75/LF                         |
| Test Hole                                                                                                                                                            | \$100 each                        |
|                                                                                                                                                                      |                                   |
| Bore - Inspection Fee                                                                                                                                                | \$150 + \$0.10/LF                 |
| Trenching - Inspection Fee                                                                                                                                           |                                   |
| <input type="checkbox"/> Street Cut less than 50 SF                                                                                                                  | \$175                             |
| <input type="checkbox"/> Street Cut more than 50 SF                                                                                                                  | \$175 + \$50 per additional 50 SF |
| <input type="checkbox"/> Curb or Sidewalk Cut                                                                                                                        | \$250                             |
| Night/After Hours Inspection Fee                                                                                                                                     | \$150/occurrence                  |
|                                                                                                                                                                      |                                   |
| Re-inspection Fee (may be required with permit renewal)                                                                                                              | 50% of original inspection fees   |
| Work Without a Permit                                                                                                                                                | \$1,000                           |
| Non-Conforming Traffic Control                                                                                                                                       | \$500/occurrence                  |
| New Pavement Cut Fee (pavement/surface less than five years old)                                                                                                     | Additional \$5/SF                 |

| Parks & Recreation        |            |        |
|---------------------------|------------|--------|
| Task Description          |            | Amount |
| <b>Land Use</b>           |            |        |
| Sketch Plan               |            |        |
|                           | 0-5 acres  | \$60   |
|                           | 5-25 acres | \$60   |
|                           | > 25 acres | \$110  |
| Preliminary Plan          |            |        |
|                           | 0-5 acres  | \$110  |
|                           | 5-25 acres | \$230  |
|                           | > 25 acres | \$340  |
| Final Plat                |            | \$60   |
| Minor Development Plat    |            |        |
|                           | 0-5 acres  | \$60   |
|                           | 5-25 acres | \$110  |
|                           | > 25 acres | \$170  |
| Replat                    |            | \$60   |
| Site Plan                 |            |        |
|                           | 0-5 acres  | \$110  |
|                           | 5-25 acres | \$170  |
|                           | > 25 acres | \$230  |
| Preliminary Site Plan*    |            | \$60   |
| Annexation                |            | \$110  |
| Zoning                    |            | \$170  |
| Zoning/PD Amendment       |            | \$60   |
| <b>Agreements</b>         |            |        |
| Subdivision Agreement     |            | \$60   |
| Development Agreement     |            | \$60   |
| <b>Construction Plans</b> |            |        |
| Landscaping Plans         |            | \$60   |
|                           |            |        |

| Legal Review Fees                |        |
|----------------------------------|--------|
| Task Description                 | Amount |
| Annexation Agreement             | \$1000 |
| Annexation Agreement Amendment   | \$500  |
| Subdivision Agreement            | \$300  |
| Deed                             | \$250  |
| Right of Way Dedication/Vacation | \$200  |
| Development Agreement            | \$200  |
| License Agreement                | \$200  |
| Easement                         | \$200  |

**PARKER ADMINISTRATIVE CODE  
FEES**

**TABLE 3.1 - BUILDING PERMIT FEES FOR ALL OCCUPANCIES EXCEPT GROUP R, DIVISION 3 and ONE and TWO FAMILY DWELLINGS and TOWNHOMES (FOR ELECTRICAL - SEE TABLE 3.2)**

Total Valuation Fees

| Total Project Valuation        | Building Permit Fee                                                                                                                       |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                   |
| \$501.00 to \$2,000.00         | \$ 23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.             |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.        |
| \$25,001.00 to \$50,000.00     | \$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.      |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00. |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof                                    |

**TABLE 3.2**

**ELECTRICAL PERMIT FEES** Electrical permit fees are set by the State and are subject to change and are currently:

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
| Project valuation is not more than \$2000.00 --- Fee = \$67.00                                                               |
| Project Valuation is $\geq$ \$2000.00 ---- Fee = \$6.00 per \$1000 of the project valuation or fraction thereof plus \$67.00 |
| Re-inspection fee - \$75.00                                                                                                  |

**TABLE 3.3****OTHER INSPECTIONS AND FEES:**

|                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Demolition \$ 50.00                                                                                                                                                                          |
| Tents, Temporary Buildings, Mobile Units \$25.00 per 1,000 square feet or fraction thereof                                                                                                   |
| Inspections outside of normal business hours \$100.00 (per hour*) minimum for the 1 <sup>st</sup> Inspection +\$50.00 for each additional inspection.                                        |
| Re-inspection fees assessed under provisions Section 305.8 \$75.00 per hour*                                                                                                                 |
| Inspections for which no fee is specifically indicated; (minimum charge – one hour) \$75.00 per hour                                                                                         |
| Additional plan review required by changes after second submittal, deferred submittals, additions or revisions to approved plans.                                                            |
| All fire related permits shall have a base fee of \$200 plus the building valuation including plan review.                                                                                   |
| Temporary Certificate of Occupancy Request, \$300. TCO Extension requests will require an additional \$150.                                                                                  |
| *or the total hourly cost to the Town of Parker whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. |

**TABLE 3.4 ELEVATOR/ESCALATOR FEES**

|                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Elevator Annual Certification Inspection (Hydraulic or Traction) \$200.00 (2 per Year)                                                                    |
| Escalator Certification Inspection (internal and External Witnessed Step Skirt Index) \$1,100.00 (1 per Year)                                             |
| New Commercial Elevator plan review and inspections \$825.00 per elevator                                                                                 |
| Platform or Dumbwaiter including plan review and inspections \$550.00 per each New Residential Elevator plan review and inspections \$550.00 per elevator |
| Special Elevator/Escalator inspections \$110.00 per hour                                                                                                  |
| 5 year Witnessed Hydraulic Elevator Test \$200.00                                                                                                         |
| 5 year Witnessed Traction Elevator test \$500.00                                                                                                          |
| Major or Minor Modernization including plan review and inspections \$550.00 per each                                                                      |