TOWN OF PARKER COUNCIL AGENDA
March 21, 2022

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.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at http://parkeronline.org/CouncilPublicComment. For those unable to provide comments in person, 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.

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

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

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call

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

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

2. SPECIAL PRESENTATIONS

3. PARKER CHAMBER OF COMMERCE UPDATES

4. PUBLIC COMMENTS (No action will be taken on these items.)

Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.

5. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

6. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - March 7, 2022

B. RESOLUTION NO. 22-015
A Resolution to Approve the Town Attorney Employment Agreement
Department: Human Resources, Amber Moreno

C. CONTRACTS OVER $100,000

1. 2022 Townwide Roadway Reconstruction Program (CIP22-014)
Amount: $1,236,777.15
Contractor: Schmidt Construction Company
Department: Engineering and Public Works, Tom Gill

2. SavATree Contract for Holiday Lighting
Amount: $100,692.77
Contractor: SavATree
Department: Parks, Recreation and Open Space, Mary Colton

D. CANCEL THE JUNE 21, 2022, TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JUNE 27, 2022; AND TO CANCEL THE JULY 5, 2022, TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JULY 11, 2022
Department: Town Council

7. PUBLIC HEARINGS

ORDINANCE NO. 1.553.1 - Second Reading *(To be continued to April 4, 2022)*
A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jennifer Campbell

8. ORDINANCES

A. ORDINANCE NO. 9.286.3 – Second Reading
A Bill for an Ordinance to Approve the Third 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
Department: Engineering and Public Works, Chris Hudson

B. ORDINANCE NO. 9.346 – Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Ownership, Maintenance, and Operation of Traffic Signals At and Near Shared Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson

C. ORDINANCE NO. 9.347 - Second Reading
A Bill for an Ordinance to Approve the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
Department: Town Attorney, Jim Maloney

D. ORDINANCE NO. 4.91.8 – Second Reading
A Bill for an Ordinance to Amend Section 11.02.050 of the Parker Municipal Code Concerning Amendments to the Parker Residential Code for One- and Two-Family Dwellings Building Code Related to Secondary Family Space
Department: Town Attorney, Jim Maloney

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 21, 2022

“To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a).”

1. Acquisition of potential sites within the Town of Parker for open space preservation

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

2. Section 13.04.150 PD-Planned Development concerning what constitutes compatibility with overall community objectives

3. 42 U.S.C. § 2000 (Religious Land Use and Institutional Persons Act – locating a church in a commercial area)

4. C.R.S. § 24-6-401, *et seq*., *Marshall v. Douglas County Board of Education*, Case No. 2022CV30071

TOWN OF PARKER COUNCIL
MINUTES
MARCH 7, 2022

Mayor Jeff Toborg called the Town Council meeting to order at 5:02 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)(f) there was one (1) item concerning the Town Attorney. Under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first item was to receive legal advice on specific legal questions regarding C.R.S Section 31-12-104, concerning the eligibility for annexation of the real property commonly known as the Coyle property, generally located at the southeast corner of Crowfoot Valley Road and Stroh Road; and the second item was to receive legal advice on specific legal questions concerning H.R. 1319, the American Rescue Plan Act of 2021. Under C.R.S. § 24-6-402(4)(c) there was one (1) item concerning Section 2.05.040 of the Parker Municipal Code.

EXECUTIVE SESSION
John Diak moved and Anne Barrington seconded to go into Executive Session at 5:03 p.m., to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f); to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c).

The motion was approved unanimously.

Joshua Rivero left the meeting at 6:11 p.m.

John Diak moved and Todd Hendreks seconded to come out of Executive Session at 6:13 p.m.

The motion was approved unanimously.

John Diak moved and Todd Hendreks seconded to recess the regular Town Council meeting until 7 p.m.

The motion was approved unanimously.

REGULAR MEETING
Jeff Toborg reconvened the regular Town Council meeting at 7 p.m. All Councilmembers were present except Joshua Rivero.

The Mayor led the Pledge of Allegiance.

Joshua Rivero joined the meeting at 7:04 p.m.

SPECIAL PRESENTATIONS
Mayor Toborg and Councilmember Hefta presented Tony Young with a Certification of Recognition. Tony Young received a heart and kidney transplant in March 2020, in spite of the global shutdown due to COVID-19. Tony became a passionate Advocate for Life volunteer for Donor Alliance. Donor Alliance is a non-profit organization dedicated to saving lives through

organ and tissue donation. Tony has spent the last year of his life educating his community on the importance of organ, eye and tissue donations.

Judge Sidel recognized Sue Radcliff for her many years of service to the Town of Parker. He also provided an update on Teen Court and stated that when a new Court Administrator is hired, Teen Court will resume.

PUBLIC COMMENTS – There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings they had attended since the last Town Council meeting.

CONSENT AGENDA

A. APPROVAL OF MINUTES - February 22, 2022

B. ORDINANCE NO. 9.286.3 – First Reading
A Bill for an Ordinance to Approve the Third 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
Department: Engineering and Public Works, Chris Hudson
Second Reading: March 21, 2022

C. ORDINANCE NO. 9.346 – First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Ownership, Maintenance, and Operation of Traffic Signals At and Near Shared Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson
Second Reading: March 21, 2022

D. ORDINANCE NO. 4.91.8 – First Reading
A Bill for an Ordinance to Amend Section 11.02.050 of the Parker Municipal Code Concerning Amendments to the Parker Residential Code for One- and Two-Family Dwellings Building Code Related to Secondary Family Space
Department: Town Attorney, Jim Maloney
Second Reading: March 21, 2022

E. *ORDINANCE NO. 1.553.1 - First Reading*
A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: *Finance, Jennifer Campbell*
Second Reading: *March 21, 2022*

F. *ORDINANCE NO. 9.347 - First Reading*
A Bill for an Ordinance to Approve the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
Department: *Town Attorney, Jim Maloney*
Second Reading: *March 21, 2022*

G. *RESOLUTION NO. 22-013*
A Resolution to Appoint Members to the Investment Advisory Committee
Department: *Finance Department, Mary Lou Brown*

H. *CONTRACTS OVER $100,000*

1. *2022 Fleet Replacement - Swap Loader with Plow*
   Amount: *$225,486.00*
   Contractor: *OJ Watson*
   Department: *Engineering and Public Works, Jim Gilbert*

2. *Traffic Control Truck with Crash Attenuator*
   Amount: *$152,205.84*
   Contractor: *McCandless International*
   Department: *Engineering and Public Works, Jim Gilbert*

3. *Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement – Contract Modification*
   Amount: *$70,000*
   Contractor: *Felsburg Holt & Ullevig*
   Department: *Engineering and Public Works, Tom Gill*

4. *ESRI Small Municipal and County Government Enterprise Agreement*
   Amount: *$106,700.00*
   Contractor: *ESRI*
   Department: *Finance/Information Technology, Matt Lynch*

Joshua Rivero moved to approve Consent Agenda items 5A through 5H.

Laura Hefta seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. ANTHOLOGY NORTH - Segments 1b/1c Preliminary Plan

Applicant: **John Prestwich, PCS Group**
Location: **Generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road**
Department: **Community Development, BrieAnna Simon**
TRAKiT No.: **SUB20-030**

The Public Hearing was opened at 7:23 p.m.

The subject applications are for the Anthology North Planned Development (PD) located in the southwestern section of the Town. The developer, E5X Management, is advancing their Segment 1 residential development proposal and has submitted Preliminary Plan applications for Segments 1B and 1C incorporating a total of 860 detached single-family lots, 72 attached single-family (townhome) lots, 106 attached single-family (duplex) lots, parks with a total area of 9.35 acres and open space with a total area of 60.5 acres.

The Town Council approval of the proposed Preliminary Plans for Segment 1B and 1C would advance the project design, but does not formally create lots and supporting improvements. Instead, Council approval of the Preliminary Plans will enable the applicant to proceed to final design and prepare final plats consistent with the approved Sketch and Preliminary Plans. The final plats, when approved, will be filed/recorded with Douglas County once all required security for public improvements have been provided to create official lots of record and trigger the required construction of supporting improvements such as roads, stormwater infrastructure and parks.

In addition to the proposed Preliminary Plans for Segment 1B and 1C, the applicant is also requesting a further amendment to the Annexation Agreement and the Partial Waiver Resolution that was approved by the Town Council on May 23, 2019. Resolution No. 21-022.1 was approved on November 1, 2021, and amended the Annexation Agreement to incorporate the agreement between the Town and the property owner for their development partner E5X Management to advance the construction of Chambers Road in its full extent/final design through the Anthology North PD.

The proposed amendment to the Annexation Agreement and the Partial Waiver Resolution would defer the construction of the multi-use sidewalk on the west side of Chambers Road until probationary acceptance of the public improvements associated with the first final plat within

Segment 3. It would also require the property owner and their development partner to construct the sidewalk on the west side of Chambers Road adjacent to the commercially zoned Planning Area 18 between Hess Road and Great Plain Way should this property develop prior to Segment 3.

Applicants:
Chris Elliott, Anthology North a/k/a Tantera, 7353 S. Alton Way, Suite A-100, Englewood, was present to answer any questions.
John Prestwich, PCS Group, 200 Kalamath St., Denver, reviewed and updated the Council on the project.

Public Comment:
Ian Elfner, 15750 E. Indian Brook Cir., Parker, was generally in favor of the project. He asked about the timing of the Chambers Road completion. He also asked about saving as much native vegetation as possible in the area. Lastly, he asked about the number of homes in each area.

Mr. Elliott responded that Chambers Road would be done as soon as possible.

Mr. Prestwich responded that most of the native vegetation would be saved. He also stated the number of homes in each segment area are 445 in 1A, 555 in 1B, and 480 in 1C.

The Public Hearing was closed at 7:56 p.m.

John Diak moved to approve the submitted Anthology North Preliminary Plans for Segments 1B and 1C subject to the following condition: *The remaining comments provided by AzTec Consulting Inc. on January 14, 2022 shall be addressed with each associated final plat*.

Joshua Rivero seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

1. **Fifth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement**

   Joshua Rivero moved to approve the Fifth Amendment to the Amended and Restated Stroh Ranch/Hess Annexation Agreement.

   Todd Hendreks seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

2. RESOLUTION NO. 22-014
A Resolution to Amend Resolution No. 19-023, Series of 2019, to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance with Certain Requirements of Sections 13.07.060 and 13.07.070 of the Parker Land Development Ordinance as Amended, Associated with the Processing of the Sketch and Preliminary Plan for Certain Segments of the Real Property Commonly Known as the Anthology North Property Until Those Segments are Ready for Development

Todd Hendreks moved to approve Resolution No.22-014.

Anne Barrington seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

B. CHAMBERS HIGHPOINT AND COMPARK ***(Continued from February 22, 2022)***

Applicant: **Jeff Robinson, Compark 190, LLC**
Location: **Southwest corner of Chambers Road and E-470**
Department: **Community Development, Stacey Nerger**
TRAKiT No.: **SUB19-048**

The Public Hearing was opened at 8:04 p.m.

The applicant, Compark 190, L.L.C., proposed a Minor Development Plat (MDP) to subdivide property located at the southwestern corner of the intersection of E-470 and Chambers Road into three (3) lots, six (6) tracts and the future Belford Avenue right-of-way. The applicant also requires a Subdivision Improvement Agreement (SIA) to secure the public improvements associated with the MDP. Related, the property owner for the adjacent Compark Village South

Planned Development proposes to amend the Compark Village South Filing No. 1 Subdivision Improvement Agreement to formalize the shared obligations between the two (2) developments.

Applicants:
Jeff Robinson, Compark 190, LLC, 424 Columbine St., Denver, was available to answer any questions.
Larry Jacobson, Westside Investment Partners for Compark Village South, 4100 E. Mississippi Ave., Denver, was also available to answer any questions.

Public Comment: None.

The Public Hearing was closed at 8:18 p.m.

1. Chambers Highpoint

a. Minor Development Plat

Todd Hendreks moved to approve the Chambers High Point Filing No. 1 Minor Development Plat based on staff findings.

Laura Hefta seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

b. Subdivision Agreement

Anne Barrington moved to approve the Chambers High Point Filing No. 1 Subdivision Agreement, based on staff findings.

Todd Hendreks seconded the motion

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

2. Compark

a. 1st Amendment to Compark Subdivision Agreement

Cheryl Poage moved to approve the First Amendment to the Compark Village South Filing No. 1 Subdivision Improvement Agreement, based on staff findings.

Joshua Rivero seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 8:24 p.m.

Cheryl Poage seconded the motion.

A roll call vote was taken:
Joshua Rivero - Yes
Cheryl Poage - Yes
Todd Hendreks - Yes
John Diak - Yes
Anne Barrington - Yes
Laura Hefta - Yes

The motion was approved unanimously.

Chris Vanderpool, Town Clerk | Jeff Toborg, Mayor

PARKER
COLORADO

Request for Town Council Action

Date:	March 21, 2022
Submitted By:	Amber Moreno, Human Resources Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 22-015** **A Resolution to Approve the Town Attorney Employment Agreement**
Department:	**Human Resources, Amber Moreno**

EXECUTIVE SUMMARY

The Town Council desires to fill the vacancy in the Town Attorney's position.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Attorney submitted his resignation to the Town Council, effective April 2, 2022. In preparation for this vacancy, the Town Council conducted a recruitment process for the Town Attorney position. The Town Council desires to employ Kristin Hoffman, Deputy Town Attorney, as the Town Attorney, subject to the terms and conditions of the attached Employment Agreement.

FINANCIAL IMPACT

Funds for this position are included in the 2022 budget.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

ATTACHMENTS

1. Resolution No. 22-015

RECOMMENDED MOTION

I move to approve Resolution No. 22-015, as part of the consent agenda.

RESOLUTION NO. __22-015__, Series of 2022

TITLE: A RESOLUTION TO APPROVE THE TOWN ATTORNEY EMPLOYMENT AGREEMENT

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

Section 1. The Town Council of the Town of Parker hereby approves the Town Attorney Employment Agreement, which is attached hereto as **Exhibit A** and incorporated herein.

RESOLVED AND PASSED this _____ day of ________________________, 2022.

TOWN OF PARKER, COLORADO

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 2nd day of April, 2022, by and between the Town Council of the Town of Parker, State of Colorado, a home rule municipal corporation, (the "Town"), and Kristin S. Hoffmann (the "Town Attorney"), both of whom understand as follows.

RECITALS

A. The Town Council desires to appoint Kristin S. Hoffmann as Town Attorney of the Town of Parker, Colorado pursuant to Section 5.4 of the Town of Parker Home Rule Charter.

B. The Town Council desires to provide certain benefits, establish certain conditions of employment, and set working conditions for the Town Attorney.

C. The Town Council desires to provide a just means for terminating the Town Attorney's services at such time as she may be unable to fully discharge her duties or becomes disabled, or when the Town may desire to otherwise terminate her employment for any reason.

D. Kristin S. Hoffmann desires to be the Town Attorney subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Duties. The Town agrees to employ Kristin S. Hoffmann, as Town Attorney of the Town of Parker, Colorado, to perform the functions and duties specified in the Home Rule Charter and the ordinances of the Town, as authorized by the Town Council, and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign. This shall be a full-time occupation. The Town Attorney shall not accept any legal counsel engagements while the Town Attorney, unless expressly authorized by the Town Council.

2. Term.

a. The parties understand and agree that Town Attorney is an employee at-will, and that Town Attorney may resign, or the Town may terminate Town Attorney's employment, at any time, for any or for no reason, with or without cause, warning, or notice.

b. This Agreement shall terminate upon the termination of the Town Attorney's employment by the Town. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Town Attorney at any time, subject to the provisions set forth in Paragraph 4 of this Agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Attorney to resign at any time from her position with the Town, subject only to the provision set forth in Paragraph 4. c., of this Agreement.

3. Salary. The annual base salary to be paid to the Town Attorney shall be Two Hundred Fifteen Thousand Dollars ($215,000.00), which shall be paid periodically in the same manner as other employees of the Town are paid.

In addition to such base salary, the Town Attorney shall receive such other benefits as follows:

a. Sick leave as provided by the Town Personnel Manual.

b. Health, dental, vision, and other insurance to the extent provided under the Town of Parker employee benefit package.

c. Life, accidental death, long-term disability, and dismemberment insurance to the extent provided under the Town of Parker employee benefit package.

d. Vacation leave at the standard accrual rate set forth in the Town Personnel Manual, plus eighty (80) additional hours, annually, of vacation leave. Upon termination of this Agreement, the Town Attorney will be paid the unused portion of her accumulated vacation leave in an amount not to exceed 256 hours. The Town Attorney may not carry accumulated vacation leave in excess of 256 hours past December 31st of each year.

e. The Town shall contribute on behalf of the Town Attorney or pay to the Town Attorney a total of twenty-five percent (25%) of the Town Attorney's paid base salary paid to her for employment as the Town Attorney during the applicable plan year (the "Retirement Allocation"), allocated as follows:

i. With respect to the 2022 plan year of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute to the 401(a) Plan an amount equal to the lesser of (y) twenty and one-half percent (20.5%) of the Town Attorney's Compensation as defined in the 401(a) Plan paid during 2022 for employment as the Town Attorney for the nonelective Employer Contribution, subject to the limitation of Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the "2022 Nonelective Employer 401(a) Plan Contribution"). In determining the amount of the 2022 Nonelective Employer 401(a) Plan Contribution, the Town Attorney's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The 2022 Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date (beginning with the April 22, 2022 pay date through the last pay date in 2022), until the 2022 Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the 2022 Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of such 457(b) plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date (beginning with the April 22, 2022 pay date through the last pay date in 2022) so that such contribution is made substantially pro rata with the base salary paid during 2022 for employment as the Town Attorney until the maximum contribution under this Paragraph 3.e.i.B. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation for 2022 (which is 25% of her paid base salary as Town Attorney beginning with the April 22, 2022 pay date through the last pay date in 2022) in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the relevant portion of the applicable plan year and the 457(b) Plan for the relevant portion of the applicable plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31st of the year following the applicable plan year of such contributions.

ii. With respect to the 2023 plan year of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute to the 401(a) Plan an amount equal to the lesser of (y) sixteen percent (16.0%) of the Town Attorney's Compensation as defined in the 401(a) Plan paid during 2023 for employment as the Town Attorney for the nonelective Employer Contribution, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the "2023 Nonelective Employer 401(a) Plan Contribution"). In determining the amount of the 2023 Nonelective Employer 401(a) Plan Contribution, the Town Attorney's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The 2023 Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date in 2023 until the 2023 Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the 2023 Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of such 457(b) plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid during 2023 for employment as the Town Attorney until the maximum contribution under this Paragraph 3.e.ii.B. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year and the 457(b) Plan for the applicable plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31st of the year following the applicable plan year of such contributions.

iii. With respect to the 2024 and subsequent plan years of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute annually to the 401(a) Plan an amount equal to the lesser of (y) fifteen percent (15.0%) of the Town Attorney's Compensation as defined in the 401(a) Plan paid during the applicable plan year for employment as the Town Attorney for the nonelective Employer Contribution, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the "Nonelective Employer 401(a) Plan Contribution"). In determining the amount of the Nonelective Employer 401(a) Plan Contribution, the Town Attorney's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date in the applicable plan year until the Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute annually to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of such 457(b) plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid during the applicable plan year until the maximum contribution under this Paragraph 3.e.iii.B. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year and the 457(b) Plan for the applicable plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31st of the year following the applicable plan year of such contributions.

The Town Attorney shall contribute such mandatory employee contribution as she is required by the 401(a) Plan to contribute to the 401(a) Plan, currently eight percent (8%) of her Compensation as defined in the 401(a) Plan, subject to any 401(a) Plan limits taking into account the contribution limits of such plan and the contribution limits applicable to such plan under the Code. The Town Attorney may participate in the 457(b) Plan maintained by the Town and described in Code Section 457(b).

iv. The Town Attorney shall be liable for payment of any and all federal, state, and local income taxes imposed with respect to her participation in, contributions by her or on her behalf to, and distributions from the 401(a) Plan and the 457(b) Plan. The Town Attorney shall be liable for her share of the applicable Medicare taxes and additional Medicare taxes on both her and the Town's 457(b) contributions to the 457(b) Plan and her mandatory employee contributions to the 401(a) Plan. The Town shall be responsible for its share of the applicable Medicare taxes on the Town Attorney's and the Town's contributions to the 457(b) Plan and for the Town's share of the applicable Medicare taxes for the Town Attorney's mandatory employee contributions to the 401(a) Plan.

v. The 401(a) Plan and the 457(b) Plan shall be operated and maintained in accordance with the Code and the rules and regulations promulgated under the Code and all contributions to such plans shall be in accordance with the terms of such plans.

f. Holiday, military leave, jury duty leave, witness leave, and election leave to the extent provided under the Town of Parker employee benefit package.

g. If requested by the Town Attorney, professional liability insurance for the Town Attorney's performance of services under this Agreement.

h. Payment of any compensation to the Town Attorney shall be subject to all withholdings, including, but not limited to, taxes and benefit premiums, required or authorized by law.

4. <u>Termination and Severance Pay</u>.

a. <u>Severance Pay</u>

i. In the event of the Town Attorney's Involuntary Termination (as defined below) or Termination for Good Reason (as defined below), the Town Attorney shall be entitled to severance pay in the amount described in Paragraph 4(a)(ii) at the time described in Paragraph 4(a)(iii).

ii. The Severance Amount shall be an amount equal to one-half of the Town Attorney's annual base salary as set forth in Paragraph 3.

iii. The Severance Amount, if any, shall be payable on the day of the Town Attorney's termination.

iv. Notwithstanding anything to the contrary in this Agreement, the Town shall have no obligation to pay the Severance Amount in the event that the Town Attorney is terminated for Cause (as defined below), is terminated due to death or Disability (as defined below), or resigns her employment (other than in a Termination for Good Reason).

b. For purposes of this Agreement:

i. "Involuntary Termination" means a termination of the Town Attorney's employment by the Town by action of the Town Council, where the Town Attorney is willing and able to perform the duties of Town Attorney and has not consented to such termination. For the avoidance of doubt, an Involuntary Termination does not include a termination for Cause or a termination due to the Town Attorney's death or Disability.

ii. "Termination for Good Reason" means that the Town Attorney has resigned from her employment with the Town following the occurrence of one or more of these events:

A. a reduction in her salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all Town employees;

B. a failure of the Town to comply with any other provision of this Agreement benefiting the Town Attorney that constitutes a material breach of this Agreement; or,

C. a formal request by the Town Council that the Town Attorney resign (other than a request due to an occurrence that would constitute Cause);

provided, however, that, with respect to an event described in A. or B. above, no termination shall be a Termination for Good Reason unless the Town Attorney has provided written notice to the Town Council within ninety (90) days of the initial occurrence of such event, such notice describes such event with particularity and refers to Paragraph 4(b)(ii) of this Agreement, the Town has not cured or remedied such event within thirty (30) days of receiving such notice, and the Town Attorney has resigned within thirty (30) days of the end of such cure period.

iii. “Cause” means the Town Attorney’s conviction of, or the entering of a plea of guilty or “no contest” with respect to, a crime constituting a felony or a crime involving fraud, dishonesty or moral turpitude under state or federal law.

iv. “Disability” means the Town Attorney’s inability to perform the essential functions of her position, with or without a reasonable accommodation that does not impose an undue hardship on the Town, because of a physical or mental impairment, for a minimum period of twelve weeks in any one year.

c. In the event that the Town Attorney voluntarily resigns her position with the Town (other than in a Termination for Good Reason), the Town Attorney shall give the Town one (1) month’s written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to by the Town Attorney and the Town.

d. Upon termination of her employment by the Town, the Town Attorney is entitled to and shall receive payment for all accrued but unused sick and vacation time as provided in the Town Personnel Manual and Paragraph 3.d. of this Agreement, respectively.

5. <u>Other Terms and Conditions of Employment</u>.

a. The Town Council and Town Attorney shall mutually agree to any such other terms and conditions of employment as they may determine from time to time, relating to the performance of the Town Attorney, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter and ordinances of the Town, or any other law.

b. The Town Council shall conduct an annual performance evaluation with the Town Attorney. The evaluation shall be on the basis of mutually agreed performance indicators and standards that reflect the specific job duties of the position.

c. Subject to such amounts as may be budgeted, the Town Council, in its sole discretion, agrees to pay the professional dues and subscriptions of the Town Attorney necessary for her continuation and full participation in national, state and local bar associations and organizations necessary and desirable for her continued professional participation, growth and advancement and to satisfy the registration, educational and other requirements to maintain a license to practice law in the State of Colorado pursuant to C.R.C.P. 227 and 260, as amended, and for the good of the Town.

d. Subject to such amounts as may be budgeted, the Town Council, in its sole discretion, agrees to allocate the time and pay the travel and subsistence expenses of the Town Attorney for professional and official travel, meetings and occasions adequate to continue the professional development of the Town Attorney and to adequately pursue necessary official and other functions for the Town, including, but not limited to, the annual and winter conference of the Colorado Municipal League, the Metro City Attorneys organization, and such other national, regional, state and local government groups and committees thereof which the Town Attorney serves as a member and are related to her employment position with the Town of Parker as approved by the Town Council.

e. The Town Council also agrees to budget and pay for the travel and subsistence expenses of the Town Attorney for short courses, institutes and seminars which in the sole opinion of the Town Council are necessary for her professional development and the good of the Town.

e. The Town Council agrees that the Town Attorney is authorized to retain special counsel, approved by the Town Council and subject to annual budget appropriation, concerning litigation matters; the enforcement of ordinance violations in the Town of Parker Municipal Court; as legal advisor to the Town of Parker Special Licensing Authority; and for other legal matters deemed necessary by the Town Attorney.

f. The Town Council agrees that the Town Attorney is authorized to hire legal assistants, contract administrators, and deputy and assistant attorneys to serve at the will of the Town Attorney. The Town Council further agrees that such individuals shall be compensated by the Town within the salary range established by the Town for such positions and will receive the benefits set forth in the Town Personnel Manual, as amended, as determined by the Town Attorney, subject to annual budget and appropriation of the Town Council.

6. Indemnification. In the event that the Town Attorney is made or is threatened to be made a party to any action, suit or proceeding, by reason of the fact that Town Attorney is or was an employee of the Town Council or the Town, or is or was serving at the request of the Town Council or Town, the Town Attorney shall be indemnified and held harmless by the Town Council with respect to all liabilities in such action, suit or proceeding, except any judgment or liability for punitive damages awarded against the Town Attorney for wanton, reckless or intentional wrongdoing committed by the Town Attorney, unless the Town adopts a resolution in the manner provided by C.R.S. § 24-10-118(5), as amended.

7. Disability. If the Town Attorney is unable to perform her duties because of a Disability, the Town shall have the option to terminate Town Attorney's employment. Notwithstanding anything to the contrary contained herein, the Town Attorney shall remain eligible for short term or long term disability benefits as provided in the Town of Parker employee benefit package and the Town Personnel Manual and subject to the terms and conditions of the applicable plans.

8. General Provisions.

a. The text herein shall constitute the entire agreement between the parties.

b. This Agreement shall become effective on the 2nd day of April, 2022.

c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

d. Compliance with Article X, Section 20. It is the intent of the Town and Town Attorney to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado, including, in particular, subsection 4(b) thereof, as approved by the voters on November 3, 1992 ("Amendment 1"). Therefore the parties agree that this Agreement is subject to an annual appropriation by the Town Council and that the failure to make such appropriation, unless such action is the result of a prior termination of the Town Attorney, shall be deemed to be an occurrence described in Paragraph 4.b.ii.B. The parties further agree and acknowledge that the Town has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Paragraph that the Town shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Town Attorney's employment is terminated.

e. Sections 409A and 457(f). The intent of the parties hereto is that this Agreement comply with and be operated in compliance with Code Sections 409A and 457(f) so that no payments and benefits under this Agreement be subject to any additional tax or interest imposed by Code Section 409A or inclusion in gross income at any time earlier to actual payment pursuant to Code Sections 409A or 457(f), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and operated in accordance with such intentions. The Town Attorney shall, at the request of the Town, take any action (or refrain from taking any action) required to comply with any correction procedure promulgated pursuant to Code Section 409A. No Severance Pay shall be paid unless and until the Town Attorney has had a "separation from service" for purposes of Code Section 409A, and, to the extent necessary to prevent the imposition of additional tax or interest under Code Section 409A, termination of the Town Attorney's employment (or any similar term used in this Agreement) shall mean the Town Attorney's "separation from service" for purposes of Code Section 409A. The intent of the parties hereto is that the Severance Pay shall not constitute non-qualified deferred compensation under Code Section 409A and the Treasury Regulations and guidance under Code Section 409A and that payment of the Severance Pay shall be a "short-term deferral" within the meaning of Treasury Regulation Section 1.409A-1(b)(4) and Proposed Treasury Regulation Section 1.457-12(d)(2) (or any successor regulation), a payment upon involuntary separation from service or severance of employment for purposes of Code Sections 409A or 457(f), respectively, or otherwise not be subject to Code Sections 409A or 457(f), and this Agreement shall be construed and operated in accordance with such intentions. To the extent required to prevent any payment or benefit under this Agreement from becoming subject to additional taxes or penalties under Section 409A of the Code, the Town Attorney shall not have the right to determine the time of payment of any payment or benefit under this Agreement.

f. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law provisions. Venue and jurisdiction will be in the Colorado state or federal courts. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto effective as of the date first written above.

TOWN COUNCIL OF THE TOWN OF PARKER

By: ______________________________

Jeff Toborg, Mayor Date

ATTEST:

____

Chris Vanderpool, Town Clerk

____

Kristin S. Hoffmann Date

Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: March 21, 2022

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Townwide Roadway Reconstruction Program (CIP22-014)**

Amount: **$1,236,777.15**
Contractor: **Schmidt Construction Company**
Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Schmidt Construction Company for the 2022 Townwide Roadway Reconstruction Program (CIP22-014) for $1,236,777.15.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on March 8, 2022, for the 2022 Townwide Roadway Reconstruction Program (CIP22-014). Work includes, but not limited to, removal and reconstruction of Plaza Drive from Twenty Mile Road to Dransfeldt Road. The existing Plaza Drive concrete pavement is over 30 years old and has exceeded its design life. The concrete pavement is deteriorating and will be replaced by a composite hot mix asphalt/aggregate base course pavement section as part of this contract. In addition to the reconstruction work, a five-foot (5') sidewalk on the north side of Plaza Drive will also be included with the project. The project also includes reconstruction work on Arezzo Circle from Ventana Street to Bolero Drive. Arezzo Circle is a residential local street located southeast of Legacy Point Elementary within the Anthology subdivision.

The Town received bids from five (5) contractors, with Schmidt Construction Company being the lowest responsible bidder. As a subcontractor, they have paved past Reconstruction Programs on Mainstreet in 2016, and two sections of J Morgan Boulevard in 2017 and 2018, all with great success. Over 10 years ago, they successfully completed several roadway maintenance projects. Three references were contacted and all gave very positive reviews. Town staff recommends moving forward with the contract award. The bids were as follows:

1) Schmidt Construction Co. - $1,236,777.15
2) Elite Surface Infrastructure - $1,318,412.50

3) Concrete Express, Inc. - $1,451,976.20
4) Concrete Construction Specialties - 1,612,157.25
5) Stone & Concrete - $1,693,989.77

Engineer's estimate - $1,249,220

FINANCIAL IMPACT

Funding for this roadway improvement project has been appropriated in the Streets Capital Improvement Fund (301-4310).

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	March 21, 2022
Submitted By:	Mary Colton, Parks and Recreation Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**SavATree Contract for Holiday Lighting**

Amount: **$100,692.77**
Contractor: **SavATree**
Department: **Parks, Recreation and Open Space, Mary Colton**

EXECUTIVE SUMMARY

The SavATree contract for holiday lighting is up for renewal in 2022 in the amount of $100,692.77. SavATree agreed to keep their pricing for 2021 at $98,718.40 and provided advanced notice that their prices would increase by 2% for 2022 without changing the scope.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Annually, between the months of mid-November and late February of the following year, the Town utilizes a contractor for installation and removal of seasonal holiday lights on designated Town properties. In 2021, the holiday lighting contract was put through a competitive bid process and was awarded to SavATree. The contract is a year-to-year contract with the option to renew for four additional years (five years total) with 2022 being year two of the Town's five-year contract renewal option. If approved, installation of the lights will begin on October 1, 2022. Per the contract, lights are expected to be installed and working in time for the Mayor's Tree Lighting Event on November 24, 2022. At the end of the holiday lighting season, most of the lights on Town properties will be removed between January 2 through January 15. The Town may also deactivate holiday lights. It is during this time that light strands will be removed. However, O'Brien Park will remain activated until January 31, and Discovery Park until February 28, with strand removal taking place immediately following each relative date.

FINANCIAL IMPACT

This annual project is part of the annual budget process.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	March 21, 2022
Submitted By:	Chris Vanderpool, Town Clerk Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**CANCEL THE JUNE 21, 2022, TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JUNE 27, 2022; AND TO CANCEL THE JULY 5, 2022, TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JULY 11, 2022**

Department: **Town Council**

EXECUTIVE SUMMARY

The purpose of this agenda item is to (1) cancel the June 21, 2022, regular Town Council meeting and reschedule that meeting for June 27, 2022; and (2) cancel the July 5, 2022, regular Town Council meeting and reschedule that meeting for July 11, 2022.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Regular Town Council meetings are generally held on the first and third Mondays of each month. If a holiday falls on a Monday, the Town Council meeting is generally held on Tuesday.

Monday, June 20, 2022, which is the third Monday in June, is a holiday and Town Hall will be closed. Unfortunately, Tuesday, June 21, 2022, is the start of the annual conference held by the Colorado Municipal League, which may be attended by Town Councilmembers and Town staff. As a result, the Town Council desires to cancel the Tuesday, June 21, 2022, Town Council meeting and reschedule this meeting for Monday, June 27, 2022.

For the reason that Monday, July 4, 2022, is a holiday and Town Hall will be closed, the regular Town Council meeting would typically be held on Tuesday. However, Tuesday, July 5, 2022, is not available due to extended holiday time taken by Town Councilmembers and Town staff. As a result, the Town Council desires to cancel the July 5, 2022, regular Town Council meeting and reschedule this meeting for Monday, July 11, 2022.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	March 21, 2022
Submitted By:	Jennifer Campbell, Finance Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.553.1 - Second Reading *(To be continued to April 4, 2022)*** **A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same** **Department: Finance, Jennifer Campbell**

EXECUTIVE SUMMARY

This item is a revision to the 2022 annual budget. Details of the revision are included in Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

Budget adjustments for the current year are submitted to Council for consideration several times per year, as needed.

Adjustments fall into two categories: carryovers and supplemental amendments. Carryovers are the reappropriation of unspent, budgeted funds from the prior year into the current year. They include multi-year capital projects for which the full project cost is budgeted in the first year. Supplemental amendments consist of additional or new appropriation requests that were not anticipated at the time when the budget was developed.

Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. In the case of carryover requests, the available cash from the previous year is the source of funding. For supplemental amendments, new revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	$9,000	$1,027,255	$1,036,255	$ -	$1,036,255
Parks and Recreation Fund	905,000	4,205,240	5,110,240	-	5,110,240
Law Enforcement Assistance Fund	3,500	-	3,500	3,500	-
Cultural Fund	-	107,628	107,628	-	107,628
Recreation Fund	-	434,075	434,075	-	434,075
Public Improvements Fund	-	24,176,862	24,176,862	-	24,176,862
Stormwater Fund	-	4,813,180	4,813,180	-	4,813,180
Fleet Services Fund	-	220,383	220,383	-	220,383
Total all funds	$917,500	$34,984,623	$35,902,123	$3,500	$35,898,623

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.553.1

RECOMMENDED MOTION

I move to continue Ordinance No. 1.553.1 to April 4, 2022, for second reading.

ORDINANCE NO. __1.553.1__, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2022 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 2022 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 __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

Town of Parker **Exhibit A**

2022 Revised Budget Ordinance 1.553.1

1st Reading March 7, 2022

2nd Reading March 21, 2022

	Revision		2022 Revised Budget
General Fund			
Beginning fund balance (unaudited)		$	22,035,532
Revenue			67,685,739
Revenue revision	-		-
Total revised revenue			67,685,739
Total available			89,721,271
Expenditures			70,538,442
2021 Carryover	1,027,255		
Supplemental appropriation	9,000		
Total expenditure revision			1,036,255
Total revised expenditures			71,574,697
Ending fund balance		$	18,146,574
Parks and Recreation Fund			
Beginning fund balance (unaudited)		$	18,302,397
Revenue			12,207,184
Revenue revision	-		-
Total revised revenue			12,207,184
Total available			30,509,581
Expenditures			11,386,910
2021 Carryover	4,205,240		
Supplemental appropriation	905,000		
Total expenditure revision			5,110,240
Total revised expenditures			16,497,150
Ending fund balance		$	14,012,431

Town of Parker **Exhibit A**

2022 Revised Budget Ordinance 1.553.1

1st Reading	March 7, 2022
2nd Reading	March 21, 2022

	Revision	2022 Revised Budget
Law Enforcement Assistance Fund		
Beginning fund balance (unaudited)		$ 69,637
Revenue		107,460
Revenue revision	3,500	3,500
Total revised revenue		110,960
Total available		180,597
Expenditures		166,361
2021 Carryover	-	
Supplemental appropriation	3,500	
Total expenditure revision		3,500
Total revised expenditures		169,861
Ending fund balance		$ 10,736
Cultural Fund		
Beginning fund balance (unaudited)		$ 772,179
Revenue		6,429,812
Revenue revision	-	-
Total revised revenue		6,429,812
Total available		7,201,991
Expenditures		5,893,280
2021 Carryover	107,628	
Supplemental appropriation	-	
Total expenditure revisions		107,628
Total revised expenditures		6,000,908
Ending fund balance		$ 1,201,083

Town of Parker **Exhibit A**

2022 Revised Budget Ordinance 1.553.1

1st Reading	March 7, 2022	
2nd Reading	March 21, 2022	

	Revision	2022 Revised Budget
Recreation Fund		
Beginning fund balance (unaudited)		$ 1,063,053
Revenue		10,956,500
Revenue revision	-	-
Total revised revenue		10,956,500
Total available		12,019,553
Expenditures		9,771,923
2021 Carryover	434,075	
Supplemental appropriation	-	
Total expenditure revisions		434,075
Total revised expenditures		10,205,998
Ending fund balance		$ 1,813,555
Public Improvements Fund		
Beginning fund balance (unaudited)		$ 46,869,969
Revenue		16,722,634
Revenue revision	-	-
Total revised revenue		16,722,634
Total available		63,592,603
Expenditures		13,165,000
2021 Carryover	24,176,862	
Supplemental appropriation	-	
Total expenditure revisions		24,176,862
Total revised expenditures		37,341,862
Ending fund balance		$ 26,250,741

Town of Parker **Exhibit A**

2022 Revised Budget Ordinance 1.553.1

1st Reading	March 7, 2022		
2nd Reading	March 21, 2022		

	Revision		2022 Revised Budget
Stormwater Utility Fund			
Beginning fund balance (unaudited)		$	9,996,656
Revenue			9,791,240
Revenue revision	-		-
Total revised revenue			9,791,240
Total available			19,787,896
Expenditures			12,233,204
2021 Carryover	4,813,180		
Supplemental appropriation	-		
Total expenditure revisions			4,813,180
Total revised expenditures			17,046,384
Ending fund balance		$	2,741,512
Fleet Services Fund			
Beginning fund balance (unaudited)		$	2,327,850
Revenue			2,988,150
Revenue revision	-		-
Total revised revenue			2,988,150
Total available			5,316,000
Expenditures			2,544,648
2021 Carryover	220,383		
Supplemental appropriation	-		
Total expenditure revisions			220,383
Total revised expenditures			2,765,031
Ending fund balance		$	2,550,969

Town of Parker **Exhibit A**

Summary of Revisions to 2022 Budget Ordinance 1.553.1

1st reading 03/07/2022

2nd reading 03/21/2022

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 9,000	$ 1,027,255	$ 1,036,255	$ -	$ 1,036,255
Parks and Recreation Fund	905,000	4,205,240	5,110,240	-	5,110,240
Law Enforcement Assistance Fund	3,500	-	3,500	3,500	-
Cultural Fund	-	107,628	107,628	-	107,628
Recreation Fund	-	434,075	434,075	-	434,075
Public Improvements Fund	-	24,176,862	24,176,862	-	24,176,862
Stormwater Fund	-	4,813,180	4,813,180	-	4,813,180
Fleet Services Fund	-	220,383	220,383	-	220,383
Total all funds	$ 917,500	$ 34,984,623	$ 35,902,123	$ 3,500	$ 35,898,623

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2022 Budget
1st reading 03/07/2022
2nd reading 03/21/2022

Description	Amount
General Fund	
Parks Design Manual (Community Development Portion)	30,000
Parker 2035 Demographics	25,000
Parker and Pine Sub Area Plan	7,000
Bike and Ped Master Plan	1,120
Land Development Ordinance	170,521
Zoning Map	8,400
Town Hall Boiler	5,000
Facilities Master Plan	75,000
Quartermaster Software	12,500
Drone/UAV	10,395
FARO scanner training expenses	9,325
License Plate Readers (Vigilant)	42,760
Citation Conversion Project	19,150
Audio/Visual System Upgrade	155,000
Hess Bridge Rail Rehabilitation Project	145,582
Parker Downtown Circulation Improvements	63,925
Traffic Operations Center Computer Equipment	1,500
Trafficware Sychro Software	5,256
Parker Responsive Traffic Signal System Engineering Services	37,500
Traffic Counts	10700
LED Fixtures*	27,888
LED Fixtures*	67,977
Traffic Signal Cabinet(s)	30,756
Traffic Signal System Servers	15,000
UPS system and batteries	25,000
Shade structure at the Recreation Center Pickleball Courts	25,000
Total General Fund carryover revision	**$1,027,255**
Parks and Recreation Fund	
H2O Renovation Project	114,871
O'Brien Park Improvements	68,377
Site Signage	45,000
Cherry Creek Soft Surface Trail	157,511
High Plains Trail Connection	2,292,502
Rowley Downs Trail Connection	405,000
EW Trail Undercrossing at Jordan Road	175,000
Trail Corr Latigo-Canterberry	483,340
Lemon Gulch Trail	463,638
Total Parks and Recreation Fund carryover revision	**$4,205,240**

Town of Parker **Exhibit A**

Detail of Carryover Revisions to 2022 Budget

1st reading 03/07/2022

2nd reading 03/21/2022

Description	Amount
Cultural Fund	
PACE Marquee Sign Replacement	36,303
Budgeted scholarship funds from 2021	3,200
Schoolhouse Plaza and South Patio Fencing	50,000
Schoolhouse Theatre Projector and Screen	18,125
Total Cultural Fund carryover revision	**$107,628**
Recreation Fund	
Recreation Center Office Furniture	11,460
Pool Dehumidification Unit	310,686
Recreation Center PA System	31,000
Rink Repainting	5,929
ADA Player Bench Upgrades	75,000
Total Recreation Fund carryover revision	**$434,075**
Public Improvement Fund	
Signal - Parkglenn/Parker Road	66,600
Signal - Jordan/Parkerhouse	450,000
Parker Road Responsive Signal System	518,100
Signal-Chambers/Crowfoot/Bayou Gulch	5,000
Signal-Motsenbocker/French Creek	108,300
Signal-Chambers/Red Sky	48,676
Street Reconstruction Projects	50,000
Roadway Safety Enhancements	31,296
Parker Road Sidewalk Project	1,064,494
Town-Wide Sign Program	152,758
Jordan Road Widening - To Hess Road	66,887
Lincoln Widening - Keystone to Parker Road	427,217
Hess - Motsenbocker Projects	1,537,963
Drans Mots Todd Roadway Alignment	31,913
North Parker Road Improvements	653,054
Mainstreet Safety & Circulation Improvements	1,277,156
SW Parker Road & Mainstreet	85,000
Parker Road Sidewalk - Village Inn to Sulphur Gulch	236,755
Motsenbocker Widening - Clarke Farms to Todd Drive	46,581

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2022 Budget
1st reading 03/07/2022
2nd reading 03/21/2022

Description	Amount
Cottonwood Drive Widening - Jordan to Cherry Creek	3,018,917
Mainstreet North Side Sidewalk	34,000
J Morgan Extension	38,613
Kings Point Way	197,800
Parker Road/20-Mile/E-470 Mobility	224,800
Dransfeldt Extension - South of 20-Mile Road	28,394
Pikes Peak Drive Sidewalk Improvement - Sulphur Gulch Bridge to Mainstreet	200,000
Pikes Peak Avenue	300,000
Power Line Undergrounding	1,113,600
Mainstreet Safety & Circulation	1,304,791
Mainstreet Beautification (Twenty Mile to Dransfeldt)	1,484,515
South Edge O'Brien Park/Mainstreet	583,936
Mainstreet/Twenty-Mile Turn Lanes	1,559,383
Pikes Peak Drive Sidewalk Sulphur Gulch Bridge to Mainstreet	2,908,826
Mainstreet North Sidewalk Pedestrian Improvements	1,349,611
Dransfeldt Widening Mainstreet to Pony Express	2,971,926
Total Public Improvement Fund carryover revision	**$24,176,862**

Stormwater Fund

Cimarron Detention Pond Improvements	264,259
Cherry Creek at KOA	239,877
Newlin Gulch at Recreation Drive	200,000
West Stroh Gulch at Anthology North	4,000,000
Jordan Tributary and Detention Pond	109,044
Total Stormwater Fund carryover revision	**$4,813,180**

Fleet Services Fund

2021 Ford F550	63,068
2021 Swapper hook, plow, hydraulic system	157,315
Fleet Services Fund carryover revision	**$220,383**
Total carryover revision	**$34,984,623**

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2022 Budget
1st reading 03/07/2022
2nd reading 03/21/2022

Expenditures

General Fund	
Furniture for New Attorney	9,000
Total General Fund expenditure supplemental revision	**$9,000**
Parks and Recreation Fund	
O'Brien Park playground	400,000
Harvie Open Space Access Improvements	350,000
Lemon Gulch Trail	155,000
Total Parks and Recreation Fund expenditure supplemental revision	**$905,000**
Law Enforcement Assistance	
Grant Funded Victim Services Software	3,500
Total Law Enforcement Assistance Fund expenditure supplemental revision	**$3,500**
Total expenditure supplemental revision	**$917,500**

Revenues

Law Enforcement Assistance Fund	
Grant Funds for Victim Services Software	3,500
Total Law Enforcement Assistance Fund revenue supplemental revision	**$3,500**
Total revenue supplemental revision	**$3,500**

PARKER
COLORADO

Request for Town Council Action

Date:	March 21, 2022
Submitted By:	Chris Hudson, Deputy Director of Engineering
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.286.3 – Second Reading** **A Bill for an Ordinance to Approve the Third 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**

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to approve the Third 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

For the past decade, the Town has been contemplating the extension of Dransfeldt Road south of Twenty Mile Road, over Cherry Creek, connecting to Motsenbocker Road. 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 IGA and amendments to the original IGA in 2019 and 2020 to start the conceptual/preliminary design of this roadway extension. Parker Town Council approved the original IGA in June 2019, approved the First Amendment in November 2019 and approved the Second Amendment in March 2021.

The design for the project commenced in 2019 and continued through the beginning of 2022 when the preliminary design work was completed. The Town and Douglas County would like to continue to advance this design in 2022/2023 necessitating an amendment to the IGA to continue utilizing the consultants previously selected. The Town and Douglas County have both appropriated $500,000 as part of their 2022 budgets ($1,000,000 total) to fund the final design effort. The Town and Douglas County have agreed to a 50/50 split on this final engineering effort to be completed by June 30, 2023, and an amendment to the IGA is needed to formalize this arrangement. Additionally, an ordinance is needed for approval of this IGA amendment.

Construction is anticipated to commence in the second-half of 2023 and continue into 2024. An additional (future) IGA amendment or new IGA will be needed to solidify construction funding from Douglas County.

The Douglas County Board of County Commissioners is scheduled to review this IGA amendment at their April 12, 2022 meeting.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.286.3
2. Dransfeldt Rd Extension to Motsenbocker Rd Vicinity Map

RECOMMENDED MOTION

I move to approve Ordinance No. 9.286.3 on second reading.

ORDINANCE NO. 9.286.3, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD 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 Third 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, 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 __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

THIRD 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 THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("**Third Amendment**") is made and entered into this _____ day of ____________, **2022**, 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 Parties entered into a Second Amendment to the Agreement (the "Second Amendment") to fund the preliminary design for the Project; and

WHEREAS, the County desires to voluntarily contribute up to $500,000, which represents approximately fifty percent (50%) of the additional consultant services needed to fund the final design for the Project, and the Parties agree to provide additional time for completion of the final design, 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 Third 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 Third 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 Third Amendment and previously executed amendments, the Parties agree to revise the Project budget from the original Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00) to One Million Seven Hundred Fifty Thousand Dollars and No Cents; ($1,750,000.00) 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.

<u>Section B.</u> 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 Third Amendment, the County agrees to pay to the Town an amount not to exceed Five Hundred Thousand Dollars and No Cents ($500,000.00) for a total amount not to exceed Eight Hundred Seventy-Five Thousand Dollars and No Cents ($875,000.00), 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.

<u>Section C</u>. As a part of this Third 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 final 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 One Million Seven Hundred Fifty Thousand Dollars and No Cents; ($1,750,000.00). The Town shall refund the County within forty-five (45) days for any of the reasons stipulated above.

<u>Section D.</u> **Section 5** of the Agreement, titled "Time of Performance," is replaced in its entirety with the following:

> The Parties acknowledge and agree that the final design of the Project shall be substantially completed on or before June 30, 2023.

<u>Section E</u>. **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, Second Amendment and this Third Amendment.

The remainder of the Agreement, the First Amendment and the Second 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 Third Amendment is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

____

____
Chair

ATTEST:

____

Kristin Randlett,
Clerk to the Board

APPROVED AS TO CONTENT:

____

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

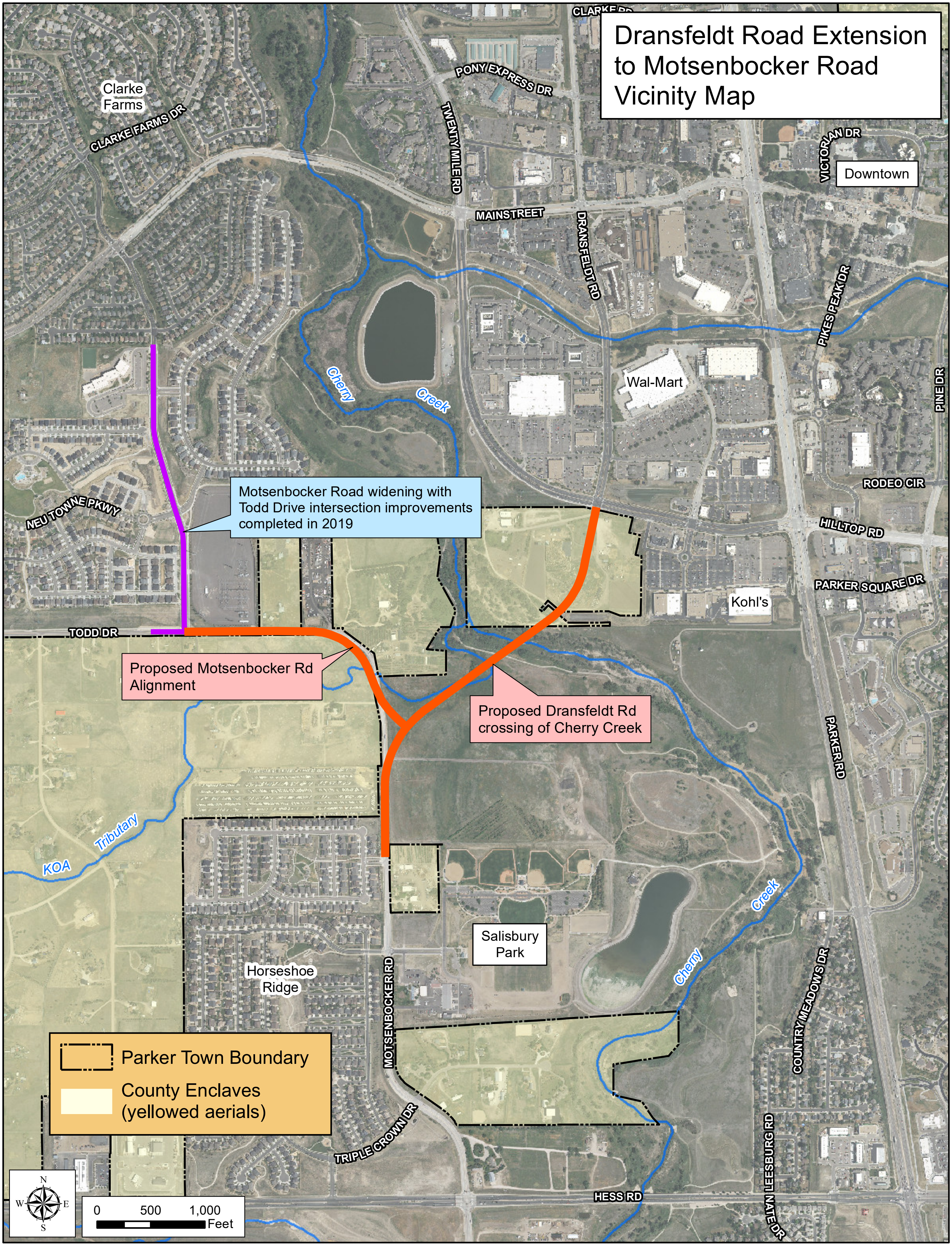
____

Chris Pratt,
Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

____

Andrew Copland,
Director of Finance



Dransfeldt Road Extension to Motsenbocker Road Vicinity Map
Clarke Farms
CLARKE FARMS DR
CLARKE RD
PONY EXPRESS DR
TWENTY MILE RD
MAINSTREET
DRANSFELDT RD
VICTORIAN DR
Downtown
PIKES PEAK DR
PINE DR
Cherry Creek
Wal-Mart
RODEO CIR
HILLTOP RD
PARKER SQUARE DR
Kohl's
NEU TOWNE PKWY
Motsenbocker Road widening with Todd Drive intersection improvements completed in 2019
TODD DR
Proposed Motsenbocker Rd Alignment
Proposed Dransfeldt Rd crossing of Cherry Creek
PARKER RD
KOA Tributary
Salisbury Park
Horseshoe Ridge
MOTSENBOCKER RD
COUNTRY MEADOWS DR
Parker Town Boundary
County Enclaves (yellowed aerials)
TRIPLE CROWN DR
LEESBURG RD
NATE DR
HESS RD
0 500 1,000 Feet
N S E W

PARKER
COLORADO

Request for Town Council Action

Date: March 21, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.346 – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Ownership, Maintenance, and Operation of Traffic Signals At and Near Shared Jurisdictional Boundaries

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This ordinance is to approve an intergovernmental agreement (IGA) with Douglas County regarding the ownership, maintenance and operation of traffic signals at and near shared jurisdictional boundaries. The IGA is needed to formalize negotiations to allow for the implementation of a responsive traffic signal control system on Lincoln Avenue.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2020, the Town implemented responsive traffic signal control on Parker Road (State Highway 83). The responsive traffic signal control system utilizes infrastructure to actively count the amount of traffic and respond by changing signal timing plans to better match traffic patterns. The system was in place and was able to actively adjust signal timing plans with the traffic pattern changes that occurred due to COVID-19. Due to the success of the Parker Road responsive traffic signal system, the Town is moving forward with implementation of this responsive system to other Town arterial roadways in 2022.

In order for responsive signal systems to operate properly, timing plans for corridors must be synchronized and work together. For example, all thirteen (13) traffic signals on Parker Road within the Town work together in a corridor. Another example of a corridor is Lincoln Avenue between Parker Road and Jordan Road and is the reason for this proposed traffic signal maintenance IGA. Synchronized traffic signals are even more important where there are closely spaced traffic signals. Currently, the furthest west traffic signal that the Town owns/maintains is the Lincoln Avenue/Jordan Road intersection, as the Lincoln Avenue/Keystone Boulevard intersection is owned/maintained by Douglas County. With the separation being less than a quarter-mile between the Jordan Road and Keystone Boulevard intersections, it is important that these signals are synchronized to reduce traffic delays for the traveling public. With roughly a half-mile to the west to the next signalized intersection at Lincoln Avenue/Stonegate Parkway, there can be a break between coordinated signal systems.

After reviewing the positive results of the Parker Road responsive traffic signal control, Douglas County was generally supportive with the concept of responsive traffic signal control for Lincoln Avenue and understands the need for the Lincoln/Keystone traffic signal to be synchronized with the Lincoln/Jordan traffic signal due to proximity. The challenge is that Douglas County and the Town of Parker utilize different traffic signal coordination systems. After over a year of coordination and brainstorming with Douglas County staff on options for ways to make this coordination work between differing systems, it was determined that the best way to handle this coordination would be by having the Town assume the maintenance of the Lincoln/Keystone traffic signal by including it in the Town's traffic signal system. Utilizing the Colorado Department of Transportation (CDOT) agreement for Parker Road (State Highway 83) traffic signal maintenance as a starting point, the Town and County staff have prepared a similar agreement for the Lincoln/Keyston traffic signal. Douglas County will continue to own the traffic signal (like CDOT does on Parker Road), but the Town will be responsible for routine maintenance and timing. Since Douglas County will still own the traffic signal, they will be responsible for catastrophic repairs such as signal pole replacement due to vehicle damage. The Town will need to make a minor capital investment (approximately $10,000) to connect and integrate the Lincoln/Keystone traffic signal to our traffic signal system. Douglas County and the Town staff have also agreed to utilize the same rate as the CDOT agreement, which is $320 per month or $3,840 per year for this traffic signal.

An IGA is needed to document this arrangement and an ordinance is required to approve the IGA. The Douglas County Board of County Commissioners is scheduled to review this IGA amendment at their April 12, 2022 meeting. If needed, this IGA could be amended in the future to include other traffic signals near jurisdictional boundaries.

FINANCIAL IMPACT

Funding has been appropriated from the Traffic Control Capital Projects Fund (301-4293) for this infrastructure investment. The Traffic Services Division of Engineering/Public Works currently has sufficient staffing to support the additional traffic signal maintenance.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.346
2. Lincoln Ave Proposed Responsive Traffic Signal Control Overview Map
3. Lincoln Ave and Keystone Blvd Vicinity Map

RECOMMENDED MOTION

I move to approve Ordinance No. 9.346 on second reading.

ORDINANCE NO. __9.346__, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING OWNERSHIP, MAINTENANCE, AND OPERATION OF TRAFFIC SIGNALS AT AND NEAR SHARED JURISDICTIONAL BOUNDARIES

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 Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado Regarding Ownership, Maintenance, and Operation of Traffic Signals at and near Shared Jurisdictional Boundaries, 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 __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

<u>**EXHIBIT 1**</u>

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING OWNERSHIP, MAINTENANCE, AND OPERATION OF TRAFFIC SIGNALS AT AND NEAR SHARED JURISDICTIONAL BOUNDARIES

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this _________ day of ____________, <u>**2022**</u> 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 are legally empowered under Section 29-1-201, *et seq*., C.R.S. to enter into this Agreement; and

WHEREAS, the Parties desire to cooperate on signalized intersections at and near shared jurisdictional boundaries for the purpose of improving mobility and access for the public; and

WHEREAS, the Parties agree that the traffic signals in this agreement are in good working order and have been properly maintained and the parties have a shared interest in assuring continued proper maintenance and operation of traffic signals including regular maintenance, recurring inspection, response to malfunctions, and coordinated traffic signal timing plans; and

WHEREAS, the County shall retain ownership of all existing traffic signals, existing traffic signal control equipment, any new traffic signal control equipment, and traffic signal fiber optic interconnect;

WHEREAS, the Town shall be responsible for the operation and maintenance of the existing traffic signals, existing traffic signal control equipment, and any new traffic signal control equipment at the intersection of Lincoln Avenue and Keystone Boulevard;

WHEREAS, the Parties have the option to add additional signal locations to this agreement at any time during the term of this agreement; and

WHEREAS, the County shall compensate the Town Three Hundred Twenty Dollars ($320.00) per month per signal, for a total annual compensation of Three Thousand Eight Hundred Forty Dollars ($3,840.00) per signal payable by December 31st for the prior year of maintenance.

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 as follows:

1. <u>***Acknowledgment and Incorporation of Recitals.***</u> The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. ***Term.*** This Agreement shall commence upon execution by both Parties and shall continue annually for five (5) years contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

3. ***Definitions.***

Traffic Signals shall mean all improvements necessary to direct vehicular and pedestrian traffic by signal indications at intersections, specifically including but not limited to the foundations, poles, mast arms, span wire, signal heads, and wiring extending from the base of any pole to the signal indications. "Traffic Signals" shall specifically exclude "Traffic Signal Control Equipment" and “Traffic Signal Fiber Optic Interconnect Equipment” as defined by this Agreement.

Traffic Signal Control Equipment shall mean all equipment necessary to operate a Traffic Signal identified in the traffic signal list above, and specifically including but not limited to the signal indications, cabinet box, locks, internal controllers, switches, mechanical equipment within the cabinet box, wiring extending from the cabinet box to a Traffic Signal, and vehicle detection and surveillance equipment as such equipment may presently exist at an intersection and as may be later installed at each such intersection. "Traffic Signal Control Equipment" shall specifically exclude "Traffic Signals" and “Traffic Signal Fiber Optic Interconnect Equipment” as defined by this Agreement.

Traffic Signal Fiber Optic Interconnect Equipment shall mean all equipment associated with the Douglas County Fiber Optic network including conduit, pull boxes, fiber optic cable (backbone and laterals), patch panels, connectors, switches, and other associated equipment. “Traffic Signal Fiber Optic Interconnect Equipment” shall specifically exclude “Traffic Signals" and “Traffic Signal Control Equipment" as defined by this Agreement.

4. ***Interpretation.***

This Agreement shall be interpreted in accordance with the following:

(A) The doctrine of interpretation of ambiguities against the drafting party (contra proferentem) shall not apply because the Parties jointly negotiated and drafted the Agreement.

(B) The preferred interpretation of this Agreement by the Parties and by any arbiter, mediator, or court enlisted to aid in resolving disputes between the Parties shall be the interpretation that:

- best permits a coordinated and logical flow of vehicular traffic between the Town and the County without creating a bias of traffic flow for or against any one Party's jurisdiction; and

- best enables the arterial roadways to function as if operated by a single jurisdiction applying commonly accepted professional standards and principles for managing traffic and public rights-of-way management; and

- best advances equity in the allocation of benefits and detriments between the Parties; and

- best recognizes that the Parties each rely upon the arterial roadways to serve important commercial and business opportunities and that the scheduling of changes in the operation of traffic signals should be jointly planned and undertaken.

5. ***Good Faith.***

This Agreement shall be governed by a covenant of good faith and fair dealing. In furtherance of this covenant, the Parties agrees to the following principles:

(A) Reasonably communicate with and inform the other Party regarding actions and activities undertaken in its jurisdiction that will or may directly affect the maintenance, and operation of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment, including, by way of example, but not limited to: planned and emergency maintenance or repair activities; temporary lane or access closures and rerouting of traffic; seasonal and temporary traffic management plans; or changes to traffic responsive algorithms.

(B) Provide reasonable opportunities for the other Party to participate in or comment upon the planning of modifications to Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment.

(C) Provide reasonable notice to the other Party regarding observed or anticipated conflicts or misunderstandings between the Parties, need for clarification or interpretation of the terms and conditions of this Agreement or anticipated deficiencies in performance, including, but not limited to actual or anticipated budgetary shortfalls or appropriation decisions that might impair a Party's continued performance of obligations under this Agreement.

(D) Where Consent is requested by a Party in accordance with this Agreement, such Consent shall not be unreasonably withheld or denied. In the event a Party elects to withhold or deny Consent, the Party shall promptly communicate the reason(s) for such decision to the other Party and the Party shall endeavor to also provide recommendations, conditions, or alternatives that would cause the Party to Consent to the request.

6. ***Ownership.***

Nothing in this Agreement is intended to affect, convey, or otherwise transfer any present ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. It is the intent of this Agreement that each Party's right, title, and interest shall remain the same upon the termination or expiration of this Agreement as that right, title and interest existed prior to the Effective Date of this Agreement as to which there is disagreement which is deemed resolved by this Agreement for so long as it remains in effect, unless otherwise agreed in writing by the Parties. To this end, a Party’s presently possessed right, title, and interest in the ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall remain unaffected by: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. In the event this Agreement is terminated, expires, or is invalidated for any reason whatsoever, the Parties agree that this Agreement, a Party's payment or any investment, cost, or expense in the repair, maintenance, operation, management, control, insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment or any other event, action, or conduct of a Party or the Parties subsequent to the Effective Date of this Agreement shall not be offered, tendered, or used in any manner to evidence or support any argument or legal theory by either Party alleging a transfer of ownership, jurisdiction, control or otherwise by the Parties to each other in the Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. Moreover, it is the Parties' intent and a material provision of this Agreement that any judicial review of the issue of ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall not consider or take into account: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. This provision shall survive any termination, expiration, or invalidation of this Agreement.

7. ***Town Responsibilities***.

The Town has estimated the total cost of the traffic signal maintenance and operation and is prepared to accept the County funding for said work.

Any reconstruction, modification, or improvement initiated by the Town or performed as a result of a Town project shall be included in the maintenance provided by the Town.

The Town shall provide all necessary inspection and maintenance services, respond to malfunctions, and replace Traffic Signal Control Equipment, for the traffic signals identified in this agreement, including but not limited to the following:

- Each signal lens operating and visible
- Signal timing is operating as programmed
- Controller and cabinet are clean and in good repair
- Communication to the signal is connected and operating within the Town’s signal system framework
- Vehicle detection is operating properly
- All video detection camera lenses are clean
- All luminaires attached to signal structure are operating
- Uninterrupted power supply testing
- Signal conflict monitor testing.
- Contracted emergency response and equipment replacement

The Town shall remedy any defects in these items within 24 hours. Defects and remediation shall be documented and kept on file at the Town and copied to the County.

The Town shall not be responsible for catastrophic/major maintenance of Douglas County's Traffic Signals, Traffic Signal Control Equipment and Traffic Signal Fiber Optic Interconnect Equipment infrastructure. Examples of catastrophic/major maintenance include, but are not limited to, replacement of traffic signal poles, mast arms, and/or replacement of a traffic signal cabinet due to vehicle damage.

The Town shall have on hand a replacement traffic signal controller necessary to restore a traffic signal control cabinet if a catastrophic event occurs.

The Town shall install their own cabinet lock and provide a key to the County.

The Town shall return all original equipment to the County.

The Town shall consult with the County regarding any changes to mast arm loading and document that the traffic signal structure can adequately accommodate the proposed changes.

By December 31st each year, the Town shall provide an annual summary of the maintenance performed for which payment is requested and shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific traffic signals such services were performed.

If the Town fails to satisfactorily perform the maintenance services or if the annual summary submitted by the Town does not adequately document the payment requested, after notice thereof from the County, the County may deduct and retain a proportionate amount from the annual payment, based on the negotiated rate, for that traffic signal.

8. ***County Responsibilities***.

The County has estimated the total cost of the traffic signal maintenance and operation and agrees to financially compensate the Town for said work.

The County shall be responsible for catastrophic/major maintenance of Douglas County's Traffic Signals, Traffic Signal Control Equipment and Traffic Signal Fiber Optic Interconnect Equipment infrastructure. Examples of catastrophic/major maintenance include, but are not limited to, replacement of traffic signal poles, mast arms, and/or replacement of a traffic signal cabinet due to vehicle damage.

Any reconstruction, modification, or improvement initiated by the County or performed as a result of a County project shall be paid for separately by the County.

The County shall perform structural inspection of overhead signal structural elements and their supports according to their current established schedule.

The County shall be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement.

The County shall be responsible for monthly payment of electrical service.

By December 31st each year, the County shall compensate the Town $3,840.00 per signal for the prior year of maintenance.

9. ***Remedies***.

The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

10. ***Notice***.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker:
Town of Parker
20120 E Mainstreet
Parker, CO 80138
Attention: Director of Public Works/ Engineering
twilliams@parkeronline.org

With an electronic copy sent to Legal@parkeronline.org

Douglas County:
Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Director of Public Works Engineering
jherman@douglas.co.us

With an electronic copy sent to attorney@douglas.co.us

11. ***Appropriation***.

Pursuant to section 29-1-110, C.R.S., any financial obligations of the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available on an annual basis. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

12. ***Additional Documents***.

The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

13. ***Colorado Law***.

The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

14. ***Separate Entities***.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

15. ***No Third-Party Beneficiaries.***

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

16. ***No Waiver of Governmental Immunity Act***.

The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the Town, its council members, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the Town.

17. ***Entirety***.

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

18. ***Severability***.

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

19. ***Modification***.

This Agreement may only be modified upon written agreement signed by the Parties.

20. ***No Waiver***.

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

21. ***Assignment***.

Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

22. ***Survival***.

Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

23. ***Agreement Controls***.

In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

24. ***Force Majeure***.

Neither the County nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

25. ***Authority***.

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the County and bind their respective entities.

26. ***Counterparts***.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

[signature page follows]

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

TOWN OF PARKER COLORADO

____

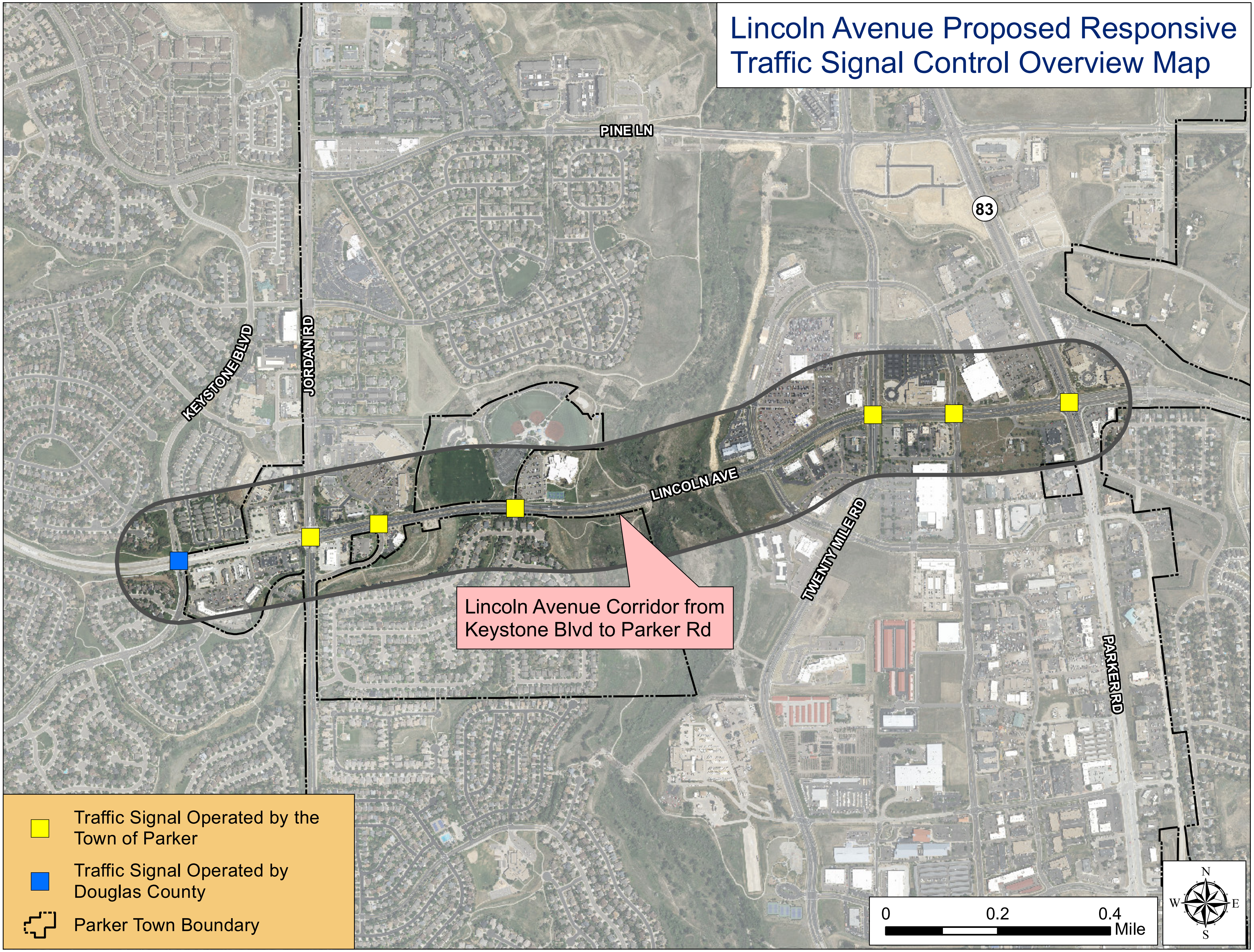
Jeff Toborg, Mayor

ATTEST:	**APPROVED AS TO FORM:**
______________________________	______________________________
Chris Vanderpool, Town Clerk	James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

____________________________________, Chair

ATTEST:	**APPROVED AS TO CONTENT:**
______________________________	______________________________
Kristin Randlett, 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


Lincoln Avenue Proposed Responsive
Traffic Signal Control Overview Map
PINE LN
83
KEYSTONE BLVD
JORDAN RD
LINCOLN AVE
TWENTY MILE RD
PARKER RD
Lincoln Avenue Corridor from
Keystone Blvd to Parker Rd
Traffic Signal Operated by the
Town of Parker
Traffic Signal Operated by
Douglas County
Parker Town Boundary
0
0.2
0.4
Mile
N
S
E
W

Lincoln Ave and Keystone Blvd Intersection Vicinity Map

PARKER
COLORADO

Request for Town Council Action

Date: March 21, 2022

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.347 - Second Reading**
A Bill for an Ordinance to Approve the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The American Rescue Plan Act of 2021 (the "Act") was signed into law on March 1, 2021. Under the Act, the Town of Parker was allocated $4.4 million (the "Town Funds"). In order to access the Town Funds the Town Council needs to approve the attached U.S. Department of the Treasury Coronavirus Recovery Fund Award Terms and Conditions (the "Town Funds Agreement").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Act was signed into law on March 1, 2021. Under the Act, the Town of Parker was allocated the Town Funds. The use of the Town Funds is limited to eligible uses ("Eligible Uses") that are described in the Act and the regulations promulgated by the U.S. Department of the Treasury (the "Treasury"). In January of 2022, the Treasury issued the "Final Rule," which goes into effect on April 1, 2022. The Final Rule authorizes the Town to use the Town Funds for government services by taking the "Standard Allowance" described in the Final Rule.

Government services include, but are not limited to, "construction of schools and hospitals; road building and maintenance and other infrastructure; health services; general government administration, staff, and administrative facilities; environmental remediation; and provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)."

Restrictions on the use of the Town Funds for governmental services include reducing revenue by a tax reduction; pension funds; debt service; replenishing financial reserves (such as a rainy day fund); settlement and judgements; the construction of convention centers, stadiums, or large capital projects intended for economic development or aid impacted industries; and projects that conflict with the purpose of the Act.

The Town Council will need to approve the Town Funds Agreement in order to access the Town Funds.

FINANCIAL IMPACT

The amount of the Town Funds is $4.4 million.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.347

RECOMMENDED MOTION

I move to approve Ordinance No. 9.347 on second reading.

ORDINANCE NO. __9.347__, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE U.S. DEPARTMENT OF TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

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 U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, 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 __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Town Attorney's Office

EXHIBIT 1

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Town of Parker 20120 E Mainstreet Parker, Colorado 80138-7334	DUNS Number: 057846149 Taxpayer Identification Number: 742212090 Assistance Listing Number and Title: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

____

Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

____

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

    a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

    b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

    a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

    b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

    c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

    a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

    b. Federal regulations applicable to this award include, without limitation, the following:

        i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

        ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

        iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

        iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications.Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

    The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Town of Parker
Recipient

____
Date

____
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PARKER
COLORADO

Request for Town Council Action

Date:	March 21, 2022
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 4.91.8 – Second Reading** **A Bill for an Ordinance to Amend Section 11.02.050 of the Parker Municipal Code Concerning Amendments to the Parker Residential Code for One- and Two-Family Dwellings Building Code Related to Secondary Family Space**

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Prior to December of 2014, the Town's Building Code did not permit the installation of cooking facilities in separate locations within a single-family detached home without the required firewall. On December 1, 2014, Town Council approved Ordinance No. 4.91.4 to allow additional cooking facilities located within an existing single-family, detached home (the "2014 Ordinance") as part of a "secondary family space." The purpose of this amendment to the 2014 Ordinance is to clarify that the secondary family space is only allowed in the basement, and the secondary family space cannot be larger than 40% of the main dwelling unit, including the basement, based on the original square footage of the single-family detached dwelling, when initially constructed.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the Town's Building Code, dwelling units in two-family dwellings must be separated from each other by a wall and/or floor assemblies having not less than a one-hour fire-resistance rating. A dwelling unit is defined as a single unit providing complete independent living facilities for living, sleeping, eating, cooking and sanitation. If, for example, a dwelling unit contains cooking facilities in separate locations within a single dwelling unit, the building code treats these separate locations as constituting two separate dwelling units, requiring the construction of the firewall described above. As a result, the owner of a single-family home is not allowed to install cooking facilities in separate locations without the required fire wall.

In 2014, Town Council discussed the possibility of allowing cooking facilities in separate locations within an existing single-family, detached home without the required firewall, subject to addressing the following two (2) challenges with this concept. The first challenge is public safety in the absence of a firewall. The second challenge is avoiding the situation where separate cooking facilities in a single-family, detached home would open the door to allowing accessory dwelling units in residential areas where the zoning only allows single-family, detached homes (and conversely prohibits attached homes). After much discussion, the Town Council decided to move forward with the concept, but specifically directed that this concept would not be used as an opportunity to establish an accessory dwelling unit, which would violate the zoning in residential areas that only permit single-family, detached homes.

The Town Council approved the 2014 Ordinance to allow additional cooking facilities located within an existing single-family, detached home. The area within a single-family, detached home that contained the additional cooking facilities is described in the 2014 Ordinance as a "secondary family space." The 2014 Ordinance provides that (1) the occupants of the secondary family space and the occupants of the primary dwelling unit live together as a single household unit, which is not rented or locked off from the principal dwelling unit; (2) there is no more than one secondary family space contained within a single-family, detached dwelling; (3) the secondary space is not larger than 40% of the principal dwelling unit, including the basement; and (4) the owner(s) of the single-family, detached dwelling sign a declaration of restrictions, which is recorded in the real estate records of Douglas County to put future owners on notice of the restrictions associated with the secondary family space.

The purpose of this amendment to the 2014 Ordinance is to clarify that the secondary family space is only allowed in the basement, and that the secondary family space cannot be larger than 40% of the main dwelling unit, including the basement, based on the original square footage of the single-family, detached dwelling, when initially constructed.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 4.91.8

RECOMMENDED MOTION

I move to approve Ordinance No. 4.91.8 on second reading.

ORDINANCE NO. 4.91.8 , Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.02.050 OF THE PARKER MUNICIPAL CODE CONCERNING AMENDMENTS TO THE PARKER RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS BUILDING CODE RELATED TO SECONDARY FAMILY SPACE

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

Section 1. Section 11.02.050 of the Parker Municipal Code is amended to read as follows:

11.02.050 Amendments.

The International Residential Code for One- and Two-Family Dwellings, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Residential Code for One- and Two-Family Dwellings):

* * *

(5) Amend Section R202, Definitions, to add two new definitions to read:

"*Building face*. The outer most point of the wall cladding, exclusive of door, window trim or similar exterior trim.

"*Secondary Family Space*. A secondary *Dwelling Unit* located ~~inside~~ in the basement of a single-family, detached dwelling whose occupants and the occupants of the principal dwelling unit live together as a single-household unit and which is neither rented nor locked off from the principal dwelling unit. This is not an accessory dwelling unit."

* * *

(8) Delete Table R302.1(1), Exterior Walls, and replace with:

"Table R302.1(1)
Exterior Walls

"EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E119, UL 263 or Section 703.3 of the International Building code with exposure from both sides	< 5 feet[1]
	(Not fire-resistance rated)	0 hours	≥ 5 feet~~[1]~~
Projections	(Fire-resistance rated)	1 hour on the underside or heavy timber, or fire-retardant-treated wood. [1,2]	≥ 2 feet and < 5 feet
	Not Allowed	NA	<2 feet

	(Not fire-resistance rated)	0 hours	≥ 5 feet~~[2]~~
Openings	Not allowed	N/A	< 3 feet
	25% Maximum of Wall Area	0 hours	≥ 3 feet ~~and < 5 feet~~
	Unlimited	0 hours	≥ 5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	≥ 3 feet
"N/A = Not Applicable.			
"[1] Fire separation distance of 3 feet can be used if the exterior wall cladding and trim is of noncombustible material (refer to Section R202 for definition of noncombustible and meets ASTM E136).			
"[2] Fire separation distance of 3 feet can be used if the soffit cladding and ~~facia~~ fascia board is of noncombustible material (refer to Section R202 for definition of noncombustible and meets ASTM E136)." Openings are not allowed in the soffits and fire blocking must be provided from the wall top plate to the underside of the roof sheathing.			

(9) Amend R302.3 by the addition of a new exception to provide as follows:

"3. *Secondary Family Space* that comply with Section R302.3.2."

(10) Amend R302.3 to add a new Subsection R302.3.2 to provide as follows:

"**R302.3.2 Secondary Family Space**. The dwelling unit separation specified in Section R302.3 is not required where all of the following apply:

1. No more than one (1) *Secondary Family Space* is allowed within a single-family, detached dwelling.

2. The *Secondary Family Space* cannot be larger than 40% of the main dwelling unit, including the basement, based on the original square footage of the single-family, detached dwelling, when initially constructed.

3. Prior to the issuance of a building permit for a *Secondary Family Space*, the property owner shall provide an original signed and notarized declaration of restrictions in a form acceptable to the Chief Building Official and Town Attorney, in which the property owner(s) shall acknowledge and agree to the building code requirements for maintaining a Secondary Family Space within a single-family, detached dwelling, to be recorded by the Chief Building Official with the Douglas County Clerk and Recorder's Office to put prospective purchasers of the real property that is the subject of the building permit on notice of the declaration of restrictions. The declaration of restrictions shall contain the following:

a. The *Secondary Family Space* shall be in effect only so long as either the principle residence, or the *Secondary Family Space* located within the principle residence, is occupied by the owner of record as their principal residence.

b. The principle residence and the *Secondary Family Space* shall not be rented.

c. The occupants of the principle residence and the *Secondary Family Space* shall be related by blood or marriage.

d. Access between the principle residence and the *Secondary Family Space* shall remain and doors within the access shall not have a locking ~~devise~~ device.

e. Access to inspect the principal residence and/or the *Secondary Family Space* shall be granted to the Chief Building Official if there is a reasonable suspicion that there is a violation of the declaration of restrictions.

f. Any improvements made to the *Secondary Family Space* under the building permit issued by the Town shall be removed if there is a violation of the declaration of restrictions, which remedy is not exclusive under the Code.

g. The declaration of restrictions are binding upon any successor in ownership of the property.

* * *

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 3. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2022.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney