

TOWN OF PARKER COUNCIL AGENDA

April 4, 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. 6:00 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

- KidsTown Parker Recognition
- PROCLAMATION - Victims' Rights Week - April 24-30 - Madison Lengel, Office of District Attorney John Kellner, 18th Judicial District

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

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

5. **CONSENT AGENDA**

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

A. APPROVAL OF MINUTES - March 21, 2022

B. ORDINANCE NO. 9.348 - First Reading

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue Tanterra Town of Parker By and Between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35 Project No. 107465)

Department: Engineering and Public Works, Alex Mestdagh

Second Reading: April 18, 2022

C. ORDINANCE NO. 9.349 - First Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement for Court Clerk Services By and Between the Town of Parker and the City of Lone Tree

Department: Town Administrator, Michelle Kivela

Second Reading: April 18, 2022

D. RESOLUTION NO. 22-017

A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

Department: Cultural, Carrie Glassburn

E. RESOLUTION NO. 22-024

A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: Town Administrator, Michelle Kivela

F. CONTRACTS OVER \$100,000

1. 2022 Townwide Pavement Preservation Program (CIP22-009)

Amount: \$1,831,338.09

Contractor: Vance Brothers, Inc.

Department: Engineering and Public Works, Danny Smith

2. *Contract with IREA/CORE to Relocate Electrical Facilities Related to the Mainstreet North Sidewalk Project (Victorian Drive to PACE Center Drive)*
Amount: \$198,860.20
Contractor: CORE Electric Cooperative
Department: Engineering and Public Works, Bob Exstrom
3. *Zoom UCaaS Phone System*
Amount: \$402,000 over 5 years
Contractor: Carahsoft
Department: Finance, Matt Lynch
4. *Cottonwood Drive Widening CIP 20-004 Professional Services Agreement – Contract Modification*
Amount: \$97,465.00
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Tom Gill
5. *2022 Townwide Roadway Reconstruction Program*
Amount: \$107,000
Contractor: Stanley Consultants
Department: Engineering and Public Works, Tom Gill
6. *Police Records Management System Rehost and Hybrid to Web Migration Services - Contract Amendment*
Amount: \$67,470.00
Contractor: Central Square Technologies
Department: Police Department, Jim Tsurapas
Police Department, Ron Combs

6. **PUBLIC HEARINGS**

ORDINANCE NO. 1.553.1 - Second Reading (Continued from March 21, 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

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

April 4, 2022

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

1. Section 15.10 of the Parker Home Rule Charter (potential Charter amendments)
2. Section 4.03.380 concerning Finance Director remedies in case of nonpayment of sales taxes by a taxpayer

Proclamation

Victims' Rights Week

WHEREAS, in 1982 the President's Task Force on Victims of Crime envisioned a national commitment to more equitable and supportive response to victims;

WHEREAS, this commemorative week celebrates the energy, perseverance, and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

WHEREAS, every crime has a victim. These victims are mothers, fathers, brothers, sisters and children. Many of the victims of these crimes will require ongoing care and resources. We must help victims access the justice, assistance, and support they need to rebuild their lives; and

WHEREAS, the Town of Parker values the importance of helping crime survivors find their justice by enforcing victims' rights, expanding access to services, and ensuring equity and inclusion for all; and

WHEREAS, National Crime Victims' Rights Week is a time to celebrate the progress achieved, raise awareness of victims' rights and services, and stand with our families, neighbors, friends, and colleagues by honoring the experiences of victims and allowing them to find autonomy and empowerment; and

WHEREAS, we commit to better supporting victims by earning and building their trust, and by engaging our communities in response efforts; and

NOW, THEREFORE, I, Jeff Toborg, Mayor of the Town of Parker, Colorado, do hereby proclaim April 24-30, 2022 as

Victims' Rights Week

in the town of Parker, Colorado, and urge all residents to support and stand with victims of crime in our community whose lives have been forever altered.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 4th day of April, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 21, 2022**

Mayor Jeff Toborg called the Town Council meeting to order at 5:01 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)(a) there was one (1) item concerning the acquisition of potential sites within the Town of Parker for open space preservation. Under C.R.S. § 24-6-402(4)(b) there were three (3) items; the first item was concerning Section 13.04.150 PD-Planned Development concerning what constitutes compatibility with overall community objective; the second item was concerning 42 U.S.C. § 2000 (Religious Land Use and Institutional Persons Act – locating a church in a commercial area); and the third item was concerning C.R.S. § 24-6-401, *et seq.*, *Marshall v. Douglas County Board of Education*, Case No. 2022CV30071.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:03 p.m., 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); and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Cheryl Poage seconded to come out of Executive Session at 6:40 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Cheryl Poage seconded to recess the regular Town Council meeting until 7 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Toborg reconvened the regular Town Council meeting at 7 p.m.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

There were none.

PARKER CHAMBER OF COMMERCE UPDATES

TJ Sullivan, Chamber President and CEO, provided a recap of Chamber activities for the month and also provided an update on upcoming events for the month of April.

PUBLIC COMMENTS

Jim Gilbert, 43001 London Dr., invited Councilmembers to attend an art exhibit at the Schoolhouse from March 22 to April 3, in honor of his mother who passed away during COVID-19.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

Members of Town Council thanked Town Attorney Jim Maloney for his 35 years of service to the Town of Parker.

CONSENT AGENDA

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

Joshua Rivero moved to remove Consent Agenda item 6B.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - no
Todd Hendreks - yes
John Diak - yes
Anne Barrington - yes
Laura Hefta - no

The motion passed 4-2. Councilmembers Poage and Hefta voted no.

Joshua Rivero moved to approved Consent Agenda items 6A, 6C and 6D.

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.

Kristin Hoffmann was recognized as the next Town Attorney for the Town of Parker.

Joshua Rivero moved to approve Consent Agenda item 6B.

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.

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**

John Diak moved to continue Ordinance 1.553.1 to April 4, 2022, for second reading.

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.

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**

This ordinance approves 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.

Public Comment: None.

John Diak moved to approve Ordinance 9.286.3 on second reading.

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.

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

This ordinance approves an Intergovernmental Agreement (IGA) with Douglas County regarding the ownership, maintenance and operation of traffic signals at and near shared jurisdictional boundaries. The IGA formalizes negotiations to allow for the implementation of a responsive traffic signal control system on Lincoln Avenue.

Public Comment: None.

Todd Hendreks moved to approve Ordinance 9.346 on second reading.

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.

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

The American Rescue Plan Act of 2021 was signed into law on March 1, 2021. Under the Act, the Town of Parker was allocated funds in the amount of \$4.4 million. In order to access these funds, the Town Council needs to approve the U.S. Department of the Treasury Coronavirus Recovery Fund Award Terms and Conditions document.

Public Comment: None.

Anne Barrington moved to approve Ordinance 9.347 on second reading.

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.

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

Prior to December 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 as part of a "secondary family space." The purpose of this amendment to the 2014 Ordinance is to clarify that a 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 the house was initially constructed.

Public Comment: None.

Anne Barrington moved to approve Ordinance 4.91.8 on second reading.

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 8:15 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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.348 - First Reading**
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue Tanterra Town of Parker By and Between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35 Project No. 107465)
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: April 18, 2022

EXECUTIVE SUMMARY

This item proposes an amendment to an Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD) regarding improvements to Stroh Gulch at the proposed Tanterra development. This amendment codifies the construction costs for these developer-funded improvements that will be constructed by MHFD at no cost to the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Stroh Gulch is a major drainageway located within the southwest portion of the Town. A reach of the drainageway is located within the proposed Tanterra development, which is located south of Hess Road and west of the existing Anthology subdivision. In accordance with Town Code, the developer of the Tanterra subdivision is required to design and construct any master planned improvements to the major drainageway.

The Mile High Flood District has agreed to construct these improvements to Stroh Gulch as a Fee-in-Lieu Improvement (FILI) project. In a FILI arrangement, the developer funds 100% of the cost to design and construct the improvements, while the MHFD manages the design and construction contracts with assistance and input from Town staff. This arrangement is attractive to the Town and MHFD due to their increased control over the project, and is attractive to the developer because they can remove this work from the scope of improvements they will oversee.

The developer funding for the FILI improvements will be codified and collected by the Town through the Subdivision Agreement for the Tanterra development. Thus, an IGA between the Town and MHFD is necessary to transfer the developer funding to the District and memorialize the improvements that will be designed and constructed by the MHFD. The IGA obligates the MHFD to construct the improvements with Developer funding provided by the Town.

FINANCIAL IMPACT

These improvements will be funded 100% by the Tanterra developer, and will be constructed at no cost to the Town. The total cost to design and construct the improvements is \$3,477,390.35.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Ordinance 9.348

RECOMMENDED MOTION

I move to approve Ordinance No. 9.348 on first reading and to schedule second reading for April 18, 2022, as part of the consent agenda.

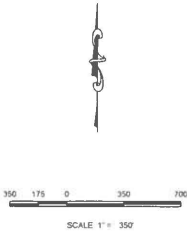
Hess Road



Approximate limits of
Fee-in-Lieu drainageway
improvements

Proposed Tanterra
Development
Segements 1A, 1B, 1C

Motzenbocker
Road



- METRO DISTRICT A / FILING 1
- METRO DISTRICT B / FILING 8
- METRO DISTRICT C / FILING 14

Vicinity Map
Stroh Gulch Fee-in-Lieu
Drainageway Improvements



ORDINANCE NO. 9.348, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DEVELOPMENT IMPROVEMENT PROJECT FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR STROH GULCH UPSTREAM OF FRENCH AVENUE TANTERRA TOWN OF PARKER BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT dba MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER (AGREEMENT NO. 22-03.35 PROJECT NO. 107465)

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Design and Construction of Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue Tanterra Town of Parker by and between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35 Project No. 107465), 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DEVELOPMENT IMPROVEMENT PROJECT FOR DRAINAGE AND FLOOD CONTROL
IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH AVENUE
TANTERRA
TOWN OF PARKER

Agreement No. 22-03.35
Project No. 107465

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

WITNESSETH:

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

WHEREAS, PARTIES participated in a joint planning study titled "Oak Gulch and Stroh Ranch Area Outfall Systems Planning Preliminary Design Report" by Knight Piesold, dated February 2003 (hereinafter called "PLAN"); and

WHEREAS, NORTH PARKER INVESTMENTS, LLC (hereinafter called "DEVELOPER") is the owner of certain real property consisting of 460 acres, located inside TOWN, as shown on Exhibit A (hereinafter called "PROPERTY")

WHEREAS, DEVELOPER has applied to TOWN for approval of Annexation, Zoning, and Subdivision Platting in order for PROPERTY to be Annexed into TOWN, Zoned and Platted in order for DEVELOPER to develop an Mix-Use community (hereinafter called "DEVELOPMENT"); and

WHEREAS, as a condition of DEVELOPMENT, TOWN will require DEVELOPER to implement drainage improvements identified in PLAN, and flood mitigation improvements in the watershed and stream to offset DEVELOPMENT. Mitigation improvements include but are not limited to preservation of stream corridor and network, runoff reducing practices, establishing bankfull channel, bank protection, floodplain reconnection, grade control structures, maintenance access trail, erosion and sediment control measures, revegetation and landscaping; and other drainage, and flood mitigation.

WHEREAS, PARTIES and DEVELOPER now desire to proceed with the design and construction of drainage and flood control improvements for DEVELOPMENT (hereinafter called "PROJECT"); and

WHEREAS, TOWN and DEVELOPER agree to a development improvement project improvements options whereas DISTRICT shall manage design and construction of PROJECT and DEVELOPER shall pay for the services, including an administrative fee.

WHEREAS, the TOWN Council by appropriation or resolution, have authorized all of PROJECT costs from DEVELOPER.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

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

2. SCOPE OF PROJECT

A. Project Limits. PROJECT is defined more specifically as that area of Stroh Gulch at French Creek, as shown on Exhibit A.

B. Final Design. PROJECT shall include the final design of improvements in accordance with the engineer's scope, fee, and schedule as shown on Exhibit B1.

C. Construction. PROJECT shall include construction, establishment of vegetation, and permit monitoring by DISTRICT of the drainage and flood control improvements as set forth in the design and through final acceptance of permitting and vegetation establishment obligations. Establishment and permit monitoring includes stream management and revegetation for establishment and weed management to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act and project goals.

DISTRICT shall monitor the stream and determine how it is performing relative to hydrologic, hydraulic, and geomorphic parameters during the establishment period. If the stream is departing from stable ranges of hydrologic, hydraulic, and geomorphic parameters that result in PROJECT not achieving goals. DISTRICT shall implement stream management improvements, provided project funding is available. PROJECT shall be considered complete when there are no longer project funds available.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following Project Costs:

1. Final Design and Permitting
2. Construction of Improvements
3. Construction Engineering Services
4. Vegetation Establishment
5. Contingencies mutually agreeable to PARTIES

B. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Develop Improvement Projects to offset DISTRICT staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.

2. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Estimated Construction Cost Range	Percentage Charged
Under \$500,000	8%
\$500,000 - \$1,000,000	6%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%
\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

C. It is understood that PROJECT costs as defined above are not to exceed \$3,477,390.35 without amendment to this Agreement.

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

<u>PROJECT ITEM</u>	<u>AMOUNT</u>
1. Final Design and Permitting	\$ 114,662.00
2. Construction of Improvements	\$ 2,689,320.25
*Does not include shrubs and trees, or construction of wall and sidewalk for mainstem north of Bramwell	
3. Construction Engineering Services	\$ 199,758.00
4. Vegetation Establishment	\$ 136,533.95
5. Contingencies mutually agreeable to PARTIES	\$ 268,932.03
6. Construction Administrative Fee	\$ 68,184.12
Grand Total	\$ 3,477,390.35

This breakdown of conceptual design, final design, construction, and contingency costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from

its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Project Payment by TOWN of \$3,477,390.35 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The project payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. MANAGEMENT OF WORK

A. Final Design. The contracting officers for PARTIES, as defined under Paragraph 12 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design services shall be made by DISTRICT as the work progresses from PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

1. Preparation of a work plan schedule identifying the timing of major elements in the design;
2. Preparation of detailed construction plans and specifications;
3. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
4. Preparation of an appropriate construction schedule.
5. If the engineer that prepared the field-ready construction documents is selected to perform construction observation, and the contractor to construct the improvements is selected using DISTRICT's Best Value Selection process, the engineer shall seal the construction documents, otherwise the construction documents shall be provided to the developer and TOWN unsealed.

DISTRICT shall provide any written work product by the engineer to TOWN.

B. Construction

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

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

7. RIGHT OF WAY OR NON-REVOCABLE EASEMENT

Before construction can begin, right of way or a non-revocable easement shall be acquired through a subdivision plat at no cost to TOWN and DISTRICT, subject to approval of DISTRICT, for land or interests in land needed to implement construction of the drainage and flood control improvements, as defined herein. The right-of-way or non-revocable easement acquired shall be in the name of TOWN and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of TOWN.

- A. Coordination of Right-of-Way or Non-revocable Easement Acquisition. TOWN shall acquire the right-of-way or non-revocable easement only after receiving prior approval of DISTRICT.
- B. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT.

8. MAINTENANCE

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

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

9. FLOODPLAIN REGULATION

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

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

10. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 9. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 8. MAINTENANCE, which shall run in perpetuity.

11. LIABILITY

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

12. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

13. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary

design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

14. AMENDMENTS

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

15. SEVERABILITY

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

16. APPLICABLE LAWS

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

17. ASSIGNABILITY

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

18. BINDING EFFECT

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

19. ENFORCEABILITY

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

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

21. PUBLIC RELATIONS

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

22. NO DISCRIMINATION IN EMPLOYMENT

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

23. APPROPRIATIONS

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

24. NO THIRD PARTY BENEFICIARIES

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

25. WORKER WITHOUT AUTHORIZATION

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of workers without authorization in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal

requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

26. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

27. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT, or any other entity not a party hereto.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

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

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or

B. The image of the signature of an authorized signer inserted onto PDF format documents. Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

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

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

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

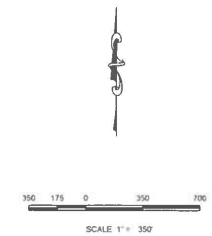
TOWN

By_____

Name_____

Title_____

Date_____



- METRO DISTRICT A / FILING 1
- METRO DISTRICT B / FILING 8
- METRO DISTRICT C / FILING 14

TANTERRA FILING
EXHIBIT A

DATE: 12-7-21

Westwood

10333 E DRY CREEK RD.
SUITE 340
ENGLEWOOD, CO 80112
TEL: 720.482.9529

Exhibit B-1
MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

E5X, MHFD

PROJECT:

Tanterra Segment 1A: Value Engineering and Final Design

PROPOSAL NO.: 920.19PROJECT NO.: 19040.03

PREPARED BY: SRJDATE: 3/10/2022

CHECKED BY: DDJ/JTWPROPOSED TOTAL FEE: \$64,770

TASK NO.	ITEM DESCRIPTION	Staff Member Initials >>> <
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Exhibit B-1
MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

E5X, MHFD

PROJECT:

Tanterra Segment 1A: Additional Scope

PROPOSAL NO.: 920.19

PROJECT NO.: 19040.03

PREPARED BY: SRJ

DATE: 3/8/2022

CHECKED BY: DDJ/JTW

PROPOSED TOTAL FEE: \$ 49,892

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)					EXPENSES			TOTALS			
		Senior Project Manager 9	Project Manager 6 (H)	Project Engineer 4	Design Engineer 2	Designer 1	OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		2021 Billing Rate>>>	\$206	\$172	\$137	\$102	\$102						
100	Additional scope completed through February 2022												
a	Additional contractor coordination (limits of work, phasing, earthwork, exhibits - review and discussion)	6	16	14	12	6				54	\$ 7,742		\$ 7,742
b	Additional project coordination meetings for extended duration past July 2021	2	32	24	8					66	\$ 10,020		\$ 10,020
c	Additional construction cost quantities and cost opinion (accounts for draft 90% and unit cost analysis)	4	8	16	20	6				54	\$ 7,044		\$ 7,044
d	Hydrologic adjustments and updates to base files due to changes from Town or development team		6	24	16	8				54	\$ 6,768		\$ 6,768
e	Boulder cascade (500 ft) stabilization hydraulics and design in constrained mainstem corridor (Layout, Geotechnical coordination, back of lot coordination with Westwood, Town coordination)	8	12	24	16	24				84	\$ 11,080		\$ 11,080
f	Oak Tributary headcut stabilization (downstream of Great Plain Way)	2	2	6	10	4				24	\$ 3,006		\$ 3,006
g	Design and detailing of four additional boulder trail crossings		4	8	16	8				36	\$ 4,232		\$ 4,232
	SUBTOTAL									372	\$ 49,892	\$ -	\$ 49,892
	TOTAL HOURS	22	80	116	98	56				372			
	TOTAL LABOR	\$ 4,532	\$ 13,760	\$ 15,892	\$ 9,996	\$ 5,712					\$ 49,892		
	TOTAL EXPENSES						\$ -	\$ -	\$ -			\$ -	
	TOTAL FEE												\$ 49,892

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

E5X, MHFD

PROJECT:

Tanterra Segment 1A: Construction Services

PROPOSAL NO.: 920.19

PROJECT NO.: 19040.03

PREPARED BY: SRJ

DATE: 3/10/2022

CHECKED BY: DDJ/JTW

PROPOSED TOTAL FEE: \$ 199,758

TASK NO.	ITEM DESCRIPTION	Staff Member Initials >>>	LABOR (HOURS)				EXPENSES			TOTALS			
			DDJ	SRJ	KMS	PBS	OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
			Senior Project Manager 9	Project Manager 6 (H)	Project Engineer 4	Technician/CADD Operator 3							
		2022 Billing Rate>>>	\$230	\$187	\$145	\$107	ERC						
100	Construction Services												
a	Construction Administration, Progress Meetings			100	100					200	\$ 33,200		\$ 33,200
b	Field Engineering (6 months; 2 days per week)		12	200	400	80				692	\$ 106,720		\$ 106,720
c	Ecology			20	30		\$ 30,000			50	\$ 8,090	\$ 30,000	\$ 38,090
d	As-built coordination, record drawings and pond volume certification (survey performed by others)			24	60	80				164	\$ 21,748		\$ 21,748
	SUBTOTAL									1106	\$ 169,758	\$ 30,000	\$ 199,758
	TOTAL HOURS		12	344	590	160				1106			
	TOTAL LABOR		\$ 2,760	\$ 64,328	\$ 85,550	\$ 17,120					\$ 169,758		
	TOTAL EXPENSES						\$ 30,000	\$ -	\$ -			\$ 30,000	
	TOTAL FEE												\$ 199,758

Assumptions

- 1 No geotechnical and materials testing is included in this scope
- 2 No as-built survey is included in this scope

Exhibit B-2

Tanterra Development - Bid Form

Channels and Detention

Prepared by:

Segment 1A - 90% Design Submittal, March 2022

Note: Bid items and quantities are heavily dependent on phasing and level of coordination between Westwood, PCS, Muller, ESX and selected construction contractors.

BID ITEM	BID ITEM CODE	DESCRIPTION OF BID ITEM	QUANTITY	PAY UNIT	UNIT PRICE	TOTAL COST OF BID ITEM
1	GN-02-001	Mobilization	1	LS	\$ 122,115.00	\$ 122,115.00
2	GN-04-001	Surveying	1	LS	\$ 48,538.00	\$ 48,538.00
3	GN-06-001	Water Control	1	LS	\$ 60,145.00	\$ 60,145.00
4	GN-01-001	Clearing and Grubbing	1	LS	\$ 16,204.00	\$ 16,204.00
5	GN-05-001	Traffic Control	1	LS	\$ -	\$ -
6	ESP-07-001	Topsoil, Excavate, Stockpile, and Replace	1,186	CY	\$ 14.50	\$ 17,190.03
7	ESP-07-001	Topsoil, Replace from Stockpile	21,728	CY	\$ 7.25	\$ 157,529.27
8	ESP-02-001	Earthwork, Excavation and Stockpile (6" of Fine Grading Only in Shared Areas)	13,634	CY	\$ 10.40	\$ 141,789.81
9	ESP-02-001	Earthwork, Excavation and Fill On Site (Naranjo Only Areas)	2,635	CY	\$ 10.40	\$ 27,399.84
10	ESP-05-001	Excavation, Muck, Replace with Approved Material	300	CY	\$ 83.00	\$ 24,900.00
11	-	Bioretention Media	540	CY	\$ 67.40	\$ 36,417.22
12	RW-11-002	Soil Riprap, Type L	321	CY	\$ 87.70	\$ 28,193.93
13	RW-11-001	Riprap, Void-Filled, Type L (Rock Roundness)	219	CY	\$ 99.90	\$ 21,903.08
14	RW-11-002	Riprap, Void-Filled, Type L (Grouted Boulder Drop)	13	CY	\$ 99.90	\$ 1,335.33
15	RW-11-002	Riprap, Void-Filled, Type L (Trail Crossing)	34	CY	\$ 99.90	\$ 3,442.11
16	RW-11-002	Riprap, Void-Filled, Type L (Outfall Protection)	50	CY	\$ 99.90	\$ 5,030.52
17	RW-11-002	Riprap, Void-Filled, Type L (Forebays)	235	CY	\$ 99.90	\$ 23,498.15
18	RW-11-003	Riprap, Void-Filled, Type M (Riffles)	1,573	CY	\$ 103.80	\$ 163,278.68
19	RW-11-003	Riprap, Void-Filled, Type M (Outfall Protection)	32	CY	\$ 103.80	\$ 3,296.23
20	RW-11-003	Riprap, Void-Filled, Type M (Emergency Spillways)	801	CY	\$ 103.80	\$ 83,171.48
21	RW-11-004	Riprap, Void-Filled, Type H (Riffles)	255	CY	\$ 103.80	\$ 26,454.17
22	RW-11-004	Riprap, Void-Filled, Type H (Boulder Cascade)	1,226	CY	\$ 103.80	\$ 127,258.80
23	RW-11-004	Riprap, Void-Filled, Type H (Outfall Protection)	307	CY	\$ 103.80	\$ 31,863.52
24	RW-06-001	Boulder, 18-Inch	318	EA	\$ 99.60	\$ 31,665.21
25	RW-06-002	Boulder, 24-Inch	93	EA	\$ 156.00	\$ 14,508.00
26	RW-06-003	Boulder, 30-Inch	14	EA	\$ 235.00	\$ 3,290.00
27	RW-06-004	Boulder, 36-Inch	4	EA	\$ 353.00	\$ 1,412.00
28	RW-07-002	Boulders, Grouted, 24-Inch	37	SY	\$ 348.00	\$ 12,837.33
29	RW-02-002	Bedding, Granular, Type II	15	CY	\$ 101.00	\$ 1,482.53
30	RW-01-001	Aggregate Base Course, CDOT No. 8	82	CY	\$ 82.00	\$ 6,687.18
31	RW-01-001	Aggregate Base Course, Class 6	4	CY	\$ 68.00	\$ 282.07
32	-	Fine Concrete Aggregate, CDOT C-33 (Sand)	42	CY	\$ 85.80	\$ 3,624.26
33	-	Maintenance Road, Class 6 Roadbase & VTC Rock	358	CY	\$ 90.40	\$ 32,391.10
34	GG-02-001	Maintenance Road, Geogrid	1,563	SY	\$ 4.75	\$ 7,425.83
35	GG-02-001	Geotextile, Nonwoven, Miraf 180N or Equivalent	67	SY	\$ 3.40	\$ 226.67
36	SS-06-004	Reinforced Concrete Pipe (RCP), Class III, 24-Inch Diameter	-	LF	\$ 120.00	-
37	SS-06-006	Reinforced Concrete Pipe (RCP), Class III, 36-Inch Diameter	244	LF	\$ 190.00	\$ 46,360.00
38	SS-06-008	Reinforced Concrete Pipe (RCP), Class III, 48-Inch Diameter	107	LF	\$ 291.00	\$ 31,137.00
39	-	Slotted Underdrain, 4" Diameter (Bioretention)	100	LF	\$ 23.00	\$ 2,300.00
40	-	Underdrain Cleanout (Bioretention)	2	EA	\$ 675.00	\$ 1,350.00
41	SS-02-003	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 24-Inch Diameter	-	EA	\$ 2,944.00	-
42	SS-02-005	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 36-Inch Diameter	3	EA	\$ 4,439.00	\$ 13,317.00
43	SS-02-007	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 48-Inch Diameter	1	EA	\$ 5,059.00	\$ 5,059.00
44	SS-03-001	Slab Manhole, 4-Foot Diameter, <5 Foot Depth	1	EA	\$ 4,353.00	\$ 4,353.00
45	SC-12-011	Concrete, Structural, Detention Outlet (Outlet Structures A2, A3, A4, A5)	77	CY	\$ 2,183.00	\$ 169,014.23
46	SC-12-011	Concrete, Structural, Bioretention Outlet (Outlet Structure A1)	3	CY	\$ 2,290.00	\$ 7,184.16
47	-	Concrete, Detention Outlet (Outlet Structures A2, A3, A4, A5 - Fill Concrete)	10	CY	\$ 367.00	\$ 3,746.46
48	SC-12-008	Concrete, Structural, Forebay	113	CY	\$ 971.00	\$ 109,764.96
49	SC-11-001	Concrete, Reinforced Cutoff Wall	14	CY	\$ 1,215.00	\$ 16,905.00
50	-	Concrete Trail, 6" Thick, Reinforced Trail and Thickened Edge	786	SY	\$ 168.00	\$ 132,025.60
51	SC-08-003	Concrete Trail, 6" Thick	160	SY	\$ 69.95	\$ 11,192.00
52	SC-13-002	Grout, Cutoff Wall	5	CY	\$ 410.00	\$ 1,884.18
53	-	Grout, Reinforced	2	CY	\$ 676.00	\$ 1,301.93
54	FN-01-004	Fence, Orange Construction (Channel Preservation)	9597	LF	\$ 2.50	\$ 23,992.50
55	-	Erosion Control Blanket, Coir Mat	20,545	SY	\$ 12.70	\$ 260,922.25
56	LS-02-004	Erosion Control Blanket, Straw / Coconut Mix	2,000	SY	\$ 4.80	\$ 9,600.00
57	LS-02-002	Erosion Control Blanket, Coconut	1,582	SY	\$ 5.90	\$ 9,335.77
58	LS-10-XXX	Seeding, Drill and Broadcast Seeding - Xeric Seed Mix	14.1	AC	\$ 2,297.00	\$ 32,275.22
59	LS-10-XXX	Seeding, Drill and Broadcast Seeding - Mesic Seed Mix	3.5	AC	\$ 1,800.00	\$ 6,334.32
60	LS-10-004	Turf, Sod (A2 Emergency Spillway)	0.4	AC	\$ 67,345.00	\$ 26,025.69
61	LS-07-001	Mulch, Broadcast Straw (Under Coir Mat)	4.98	AC	\$ 1,030.00	\$ 5,134.55
62	LS-07-002	Mulch, Crimped Straw	9.1	AC	\$ 970.00	\$ 8,794.05
63	-	Biosol, Humates, Mycorrhizae	14.4	AC	\$ 8,289.00	\$ 119,672.32
64	LS-09-001/2	Plug, Wetland & Riparian	40,596	EA	\$ 4.85	\$ 196,889.70
65	LS-14-004	Willow Stakes	1,242	EA	\$ 9.80	\$ 12,171.60
		Temporary Erosion and Sediment Control (5%)				\$ 127,741.44
		Coordination				\$ 6,750.00
					Subtotal	\$ 2,689,320.25
		Segment 1A Channel and Detention - Grand Total Construction Cost (2022 Dollars)				\$ 2,689,320.25

BID ITEM COMMENTS

Development contractor will be responsible for mass grading checks in shared areas.

For Naranjo only areas

Development contractor will provide main traffic control off Hess/Chambers Road.

For Naranjo only areas, except for channel improvements upstream of EDB-A2

Includes shared areas and channel improvement areas upstream of EDB-A2

Price assumes HEI to pick up stockpiles (if any)

See draft table for earthwork quantities in Naranjo only areas

Assumes excavated material remains on site.

Sandy loam material (potentially sourced onsite). Assume import for this proposal.

Includes 4, 30" boulders for grouted boulder drop

Please provide unit cost for 100 LF, 24" RCP

Please provide unit cost for 1, 24" FES

Please see outfall protection details for toe wall dimensions

Please see outfall protection details for toe wall dimensions

Unit price to include rebar (greenbar) and metal grating

Unit price to include rebar (greenbar) and metal grating

18" Wood Stakes

12" Eco Stakes

12" Eco Stakes

See plans

This item could be included in developer contractor contract

See plans. BIOSOL FORTE AT A RATE OF 900 POUNDS PER ACRE, 2) HUMATES AT A RATE OF 200 POUNDS PER ACRE AND MYCORRHIZAE AT A RATE OF 20 POUNDS PER ACRE.

See plans

Percent estimated by Muller

Coordination with development Team

Notes:

- Mass grading quantities and costs are excluded from the cost opinion. Limited fine grading is included.
- All storm sewers that are under roads (Bramwell Road, Great Plain Way, Spirit Trail Blvd., She Wolf Road, and Bigfoot Trail) are excluded from the cost opinion.
The only costs associated with culverts or storm sewers under roads included in the cost opinion is outfall protection.
- Structural wall costs are excluded from the cost opinion and from Muller's design scope.
- No additional costs related to detention embankment material is included in the cost opinion.
- The only trail work included in the cost opinion is for the reinforced trails that act as detention emergency spillway embankments and 20' beyond on each side.
No costs assumed for a trail for the EDB-A4 spillway embankment.
- Weed Treatment (Before and During Construction) has been removed and will be separately priced by HMI.
- Irrigation bid item will need future coordination and does not include tap fees or water costs.
- Further coordination on topsoil management, quantities, stockpile locations and costs will be needed. No import of topsoil is included in this estimate.
- Temporary erosion and sediment control is estimated as a percent of this bid estimate, subject to change.
- Post-construction vegetation management plan costs are not included within the cost opinion.
- Bid items and associated costs may be added as coordination between contractors progresses and design elements are finalized.

Mile High Flood District: Douglas County

Tanterra Landscape Establishment Budget

March 7th, 2022

Prepared by:



Prepared for:

Laura Hinds, P. E.

Project Engineer

Mile High Flood Control District



MHFD: Douglas County: Tanterra Landscape Establishment Budget

Introduction:

The following landscape establishment budget has been developed for Mile High Flood District's (MHFD) project area at Tanterra in Douglas County. Habitat Management, Inc. (HMI) will implement a vegetation maintenance plan including the following tasks outlined in this budget upon approval.

1 Site Inspections and Management

Habitat Management will visit this site when visiting other MHFD sites in Douglas County and perform a monthly site inspection. These inspections will be performed throughout the growing season (March to October) to inspect for weeds, plant community health, and vegetation establishment issues. HMI will fill out an inspection report and provide it to MHFD to help plan maintenance items as they are identified. This line item includes up to eight site visits during the growing season. HMI will note and recommend in their inspection report areas for potential seeding efforts or areas of concern that need to be addressed. After inspections, areas identified as needing further evaluation through soil sampling and monitoring will be recommended to MHFD for approval.

2 Noxious Weed Management

Habitat Management recommends visiting this site regularly throughout the growing season for Colorado Noxious Weed Listed species to implement noxious weed management activities and planning. Chemical control methods will be utilized to treat noxious, and nuisance weed species growing at the site in the upland and riparian areas. A licensed pesticide applicator will visit this site regularly to inspect the treatment area(s). The applicator will evaluate noxious, and nuisance weed infestations and apply herbicides, based on site conditions. HMI has accounted for two pre-construction noxious weed treatments in the spring. Spot-applications of appropriate herbicides will take place in specific areas within the project boundaries up to six separate times in the growing season. The recommended schedule will be adjusted based on site conditions and timing of weed emergence, flowering, and senescence. Other environmental conditions will need to be accounted for when applying herbicides. Only herbicides labeled for use in or near water will be applied near the channels. An appropriate surfactant will also be used to increase adhesion of the herbicide to the targeted species and a blue marker dye will be added to indicate where herbicide has been applied. Herbicide applications will only occur within MHFD's right-of-way and records will be provided at the completion of work. The recommended schedule can be adjusted to meet the site's demands as the vegetation starts to establish and we see what kind of weed control effort will be required. Additional weed control to the surrounding property may be necessary to reduce vectors of spreading into the site.

3 Mechanical Weed Control

The site may require additional weed control efforts that include weed whacking, mowing, and mechanical seedhead removal to areas within the project boundary. It is recommended to include mechanical treatments in the site's integrated weed management plan. This task includes cost for HMI to have a four-person crew visit the site with mechanical equipment to control annual weeds growing in recently seeded areas or to noxious weeds that have already begun to produce flowers or seedheads.

4 Seeding

Habitat Management estimated that up to five acres of upland seeding may occur during the post construction maintenance period. HMI has included costs to perform hand-broadcast seeding and harrowing after seeding to areas that are larger than 4 sq. ft. These areas will be reseeded in the spring and fall of each growing season based on site success. Seeding areas will be identified based signs of poor establishment or bare patches. If areas are showing signs of soil/water distress, HMI will notify MHFD of reseeding areas that may need additional monitoring to determine the best method of seeding.

5 Woodstraw Mulching

Habitat Management recommends adding mulch to the reseeding areas on south facing slopes and other hot, dry areas that may need additional mulching to help with seedling establishment and moisture retention. HMI has budget for up to 1.25 acres at 220 bales of Woodstraw per acre which is equivalent to 50% ground cover to help shelter and protect the reseeding efforts. HMI will plan to hand spread the mulch to areas that are recommended for mulching upon MHFD approval.

6 Erosion Control

Habitat Management has estimated up to two hundred square yards of fabric and up to ten erosion control wattles may need to be installed or maintained after construction. HMI will monitor the site surface erosion during site inspections and fix any BMP needs identified by CMS during the SWMP inspections. This work is planned for areas that have not yet established and were potentially damaged to due to flooding from heavy precipitation events.

7 Irrigation

Habitat Management does not have the irrigation plans for the housing development HOA areas to estimate costs to add onto this system. HMI estimated this lump sum amount could be spent on designing and installing a permanent irrigation system to the channel areas at Tanterra. It is recommended that the irrigation planning, and budget be reevaluated as construction plans are finalized.



Request for Town Council Action

Date: April 4, 2022

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.349 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement for Court Clerk Services By and Between the Town of Parker and the City of Lone Tree
Department: Town Administrator, Michelle Kivela
Second April 18, 2022
Reading:

EXECUTIVE SUMMARY

This Intergovernmental Agreement between the Town of Parker and the City of Lone Tree provides for temporary coverage of each organization's Municipal Court through the sharing of court clerks on an as-needed basis to improve and ensure continuity of services for both communities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The recent vacancy of the Town of Parker's Municipal Court Administrator identified a need for backup staff for the Municipal Court to ensure continuation of service. The Intergovernmental Agreement with the City of Lone Tree allows for a cooperation agreement for municipal court services and coverage as needed for both organizations. This will assist us in ensuring coverage with arraignments, backup and support for the Municipal Court Clerk if needed.

FINANCIAL IMPACT

The organization providing services will invoice for the total court clerk hours worked and overtime based on each court clerk's rate of pay, including all regular wages and other compensation.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.349

RECOMMENDED MOTION

I move to approve Ordinance No. 9.349 on first reading and to schedule second reading for April 18, 2022, as part of the consent agenda.

ORDINANCE NO. 9.349, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR COURT CLERK SERVICES BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE

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 for Court Clerk Services by and between the Town of Parker and the City of Lone Tree, 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT FOR COURT CLERK SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR COURT SERVICES ("Agreement") is entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the CITY OF LONE TREE, Colorado, a home rule municipality ("Lone Tree"), and the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), (each individually the "Party" and collectively the "Parties").

WHEREAS, each Party operates a municipal court and employs at least one court clerk; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service or facility authorized to each;

WHEREAS, each Party maintains common protocols and procedures for its court clerks; and

WHEREAS, the Parties desire to share their court clerks with each other, on a temporary, as-needed basis, to improve services to both communities.

NOW, THEREFORE, Lone Tree and Parker agree as follows:

1. Court Services. Each Party agrees to provide to the other Party the services outlined in **Exhibit A**, attached hereto and incorporated herein by this reference, upon request of the other Party, when available to do so without compromising the workload of the nonrequesting Party.

2. Equipment. Each Party will provide personal computer systems, software, telephone, and other equipment and materials necessary for each court clerk to do his or her job.

3. Procedures and Protocols. Each court clerk will follow the municipal court procedures and protocols of the municipal court for which it is performing court services.

4. Employment Status. At all times each court clerk shall remain the employee of his or her employing jurisdiction and shall, likewise, remain subject to that jurisdiction's personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. Notwithstanding Section 5 below, each Party shall be solely responsible for payment of salary and other compensation, including overtime, to its court clerks.

5. Reimbursable Expenses. The Party providing services shall invoice the other Party for total court clerk hours worked and overtime based on each court clerk's rate of pay. The invoice shall include the court clerk's name, date and hours worked, hourly rate charge and total amount being invoiced, and will be reimbursed by the Party to whom services were provided at 100%

without administrative mark-up or additional charges within thirty (30) days of receipt of the invoice.

6. Term and Termination. The initial term of this Agreement shall be for one year from the Effective Date. Thereafter, this Agreement shall automatically renew for five (5) subsequent one-year terms, unless earlier terminated by either Party for any reason, by providing ninety (90) days' written notice to the other Party.

7. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Lone Tree: City Manager
 City of Lone Tree
 9220 Kimmer Dr., Suite 100
 Lone Tree, CO 80124

Parker: Town Administrator
 Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138

b. Insurance. Each Party will provide adequate insurance to cover the property and equipment utilized by its court clerks throughout the term of this Agreement, and General Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000), aggregate, as well as errors and omissions coverage, and Workers' Compensation Insurance.

c. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in the 18th Judicial District.

e. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different representation, promise or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

f. Modification. This Agreement may only be modified upon written agreement of both Parties.

g. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors, assigns or heirs.

h. 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.

i. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

j. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF LONE TREE, COLORADO

Mayor Jacqueline A. Millett

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Linda Michow, City Attorney

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

SCOPE OF SERVICES

Perform general functions of the Municipal Court, involving administrative, clerical and technical work, including the following:

- Reviewing a variety of reports, records, and forms for accuracy, completeness, and legal compliance;
- Preparing court docket;
- Preparing case files for court sessions ensuring appropriate documentation;
- Coordinating jury trials and court trials according to appropriate guidelines;
- Processing and entering arrest warrants issued by the judge;
- Sending notices concerning nonresident violations;
- Submitting verifications of the Police Department of active warrants; and
- Issuing warrants, summons, subpoenas, notices and hearings and habeas corpus, criminal commitments, attachments and other legal documents ordered by the Municipal Court.

Assist during arraignment hearings and trials with the following:

- Setting up the courtroom;
- Ensuring orderly courtroom operations;
- Guiding defendants, witnesses, attorneys, and victims in the court system;
- Recording proceedings in the software system to include entering all rulings, findings, pleas and sentences; and
- Preparing and processing court documents generated during arraignment hearings and trials.



Request for Town Council Action

Date: April 4, 2022

Submitted By: Denise Zoglmann, Assistant Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-017**
A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

Pursuant to Sections 8.08.010 and 12.02.200 of the Parker Municipal Code, the Town Council may designate park lands where the possession and consumption of alcoholic beverages are allowed. This resolution designates Discovery Park, subject to certain conditions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This Resolution allows alcohol possession and consumption (glass containers prohibited) between the hours of 4 p.m. and 9 p.m. on the following concert dates: June 2, 2022; June 16, 2022; June 23, 2022; June 30, 2022; July 7, 2022; July 14, 2022; July 21, 2022; and July 28, 2022.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**

ATTACHMENTS

1. Resolution No. 22-017

RECOMMENDED MOTION

I move to approve Resolution No. 22-017, as part of the consent agenda.

RESOLUTION NO. 22-017, Series of 2022

TITLE: A RESOLUTION AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN DISCOVERY PARK, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, the Town of Parker is a home rule municipality duly organized and existing under laws of the State of Colorado and the Town's Charter;

WHEREAS, the Colorado General Assembly enacted SB 18-243, which, among other things, allows municipalities and counties to authorize the consumption of any fermented malt beverage or malt, vinous or spirituous liquor in any public place, other than a public right-of-way, if specifically authorized by ordinance, resolution or rule;

WHEREAS, Sections 8.08.010 and 12.02.200 of the Parker Municipal Code authorize the possession and consumption of alcohol on park lands designated by Town Council resolution;

WHEREAS, the Town Council of the Town of Parker desires to authorize the possession and consumption of alcoholic beverages in Discovery Park, subject to certain conditions; and

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

Section 1. Discovery Park is hereby designated as the only park lands within the Town of Parker where the possession and consumption of alcoholic beverages, including any fermented malt beverage, or any malt, vinous or spirituous liquor, shall be allowed, subject to the following limitations:

a. Possession or consumption of alcoholic beverages in glass containers shall not be allowed.

b. Possession or consumption of alcoholic beverages shall only be allowed from 4:00 p.m. until 9:00 p.m. on the following dates: June 2, 2022; June 16, 2022; June 23, 2022; June 30, 2022; July 7, 2022; July 14, 2022; July 21, 2022; and July 28, 2022.

RESOLVED AND PASSED this ____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: April 4, 2022

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-024**
A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: Town Administrator, Michelle Kivela

EXECUTIVE SUMMARY

The Town Administrator is responsible for proposing a plan for the administrative organization of the Town (the "organization plan"), subject to Town Council approval. The Town Administrator wishes to amend the organization plan and requests Town Council approval of the proposed resolution and organization plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under Section 2.03.020(e)(10) of the Parker Municipal Code, the Town Administrator is responsible for proposing the organization plan for adoption by the Town Council. The Town Administrator is proposing an amendment to the organization plan, which is described in Resolution No. 22-024.

The amended organization plan provides for the following:

1. The oversight of the Municipal Court will be moved to the Town Clerk's Office with the Town Clerk supervising the Municipal Court Administrator. This is consistent with other municipalities and provides for cross-training and cross-coverage between the two areas. This has been discussed with Judge Sidel who is also supportive of the change.
2. The Communications Department will be restructured, with the elimination of the Director position, realignment of several communications staff positions and the addition of one position (the total number of FTE stays the same). To bring more cohesion to the organization in communications and community engagement, the proposed positions will be moved under the oversight of the Town Administrator's Office. The transition is consistent with other communities in the metro area and provides for more specialized communications, outreach, and marketing.
3. The Assistant Town Administrator and Deputy Town Administrator titles will be updated to Assistant Town Manager and Deputy Town Manager. The term

“administrator” is not widely used in the city management profession, is not an accurate description of the positions and is an outdated title. This will also aid in a larger recruitment pool for the vacant Assistant Town Administrator position as well.

4. The Executive Assistant in the Town Administrator’s Office will be moved to the oversight of the Town Administrator from the Assistant Town Administrator to provide for more direct communication and improved efficiency of the office.
5. All the adjustments above allow for improved communication, guidance and allocation of resources.

Attached is the current organizational chart as a comparison.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 22-024
2. Org Chart 6.2021

RECOMMENDED MOTION

I move to approve Resolution No. 22.024, as part of the consent agenda.

RESOLUTION NO. 22-024, Series of 2022

TITLE: A RESOLUTION TO AMEND THE ADMINISTRATIVE ORGANIZATION PLAN FOR THE TOWN OF PARKER

WHEREAS, Section 2.03.020(e)(10) of the Parker Municipal Code authorizes the Town Administrator to "propose for adoption by Council, at any time or from time to time, a plan of administrative organization of the Town government, which plan shall be adopted by the Council by resolution or ordinance;

WHEREAS, the Town Administrator proposes amendments to the administrative organization plan of the Town government; and

WHEREAS, The Town Council desires to approve the amendments proposed by the Town Administrator.

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 administrative organization plan for the Town of Parker, as amended, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

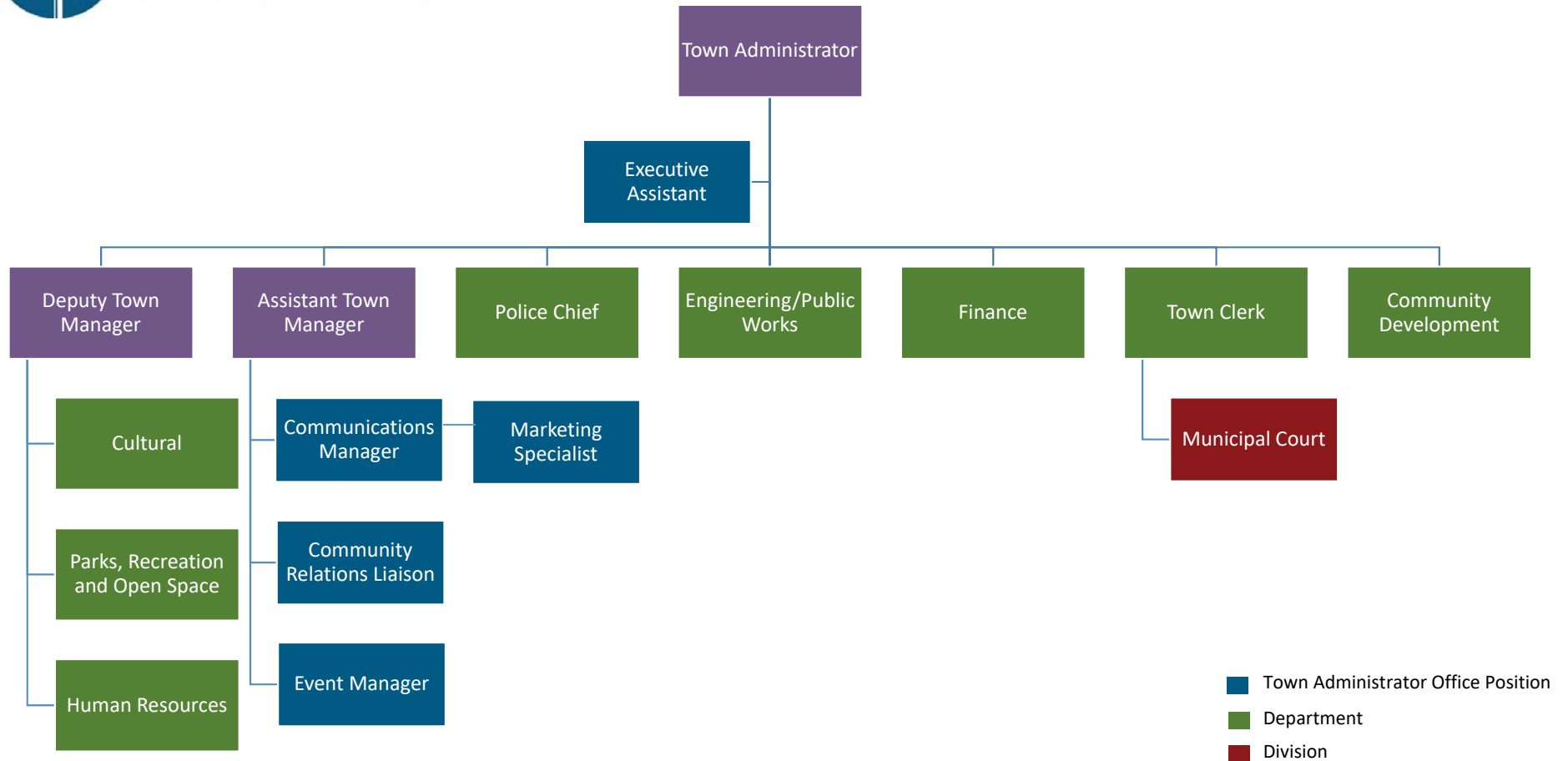
ATTEST:

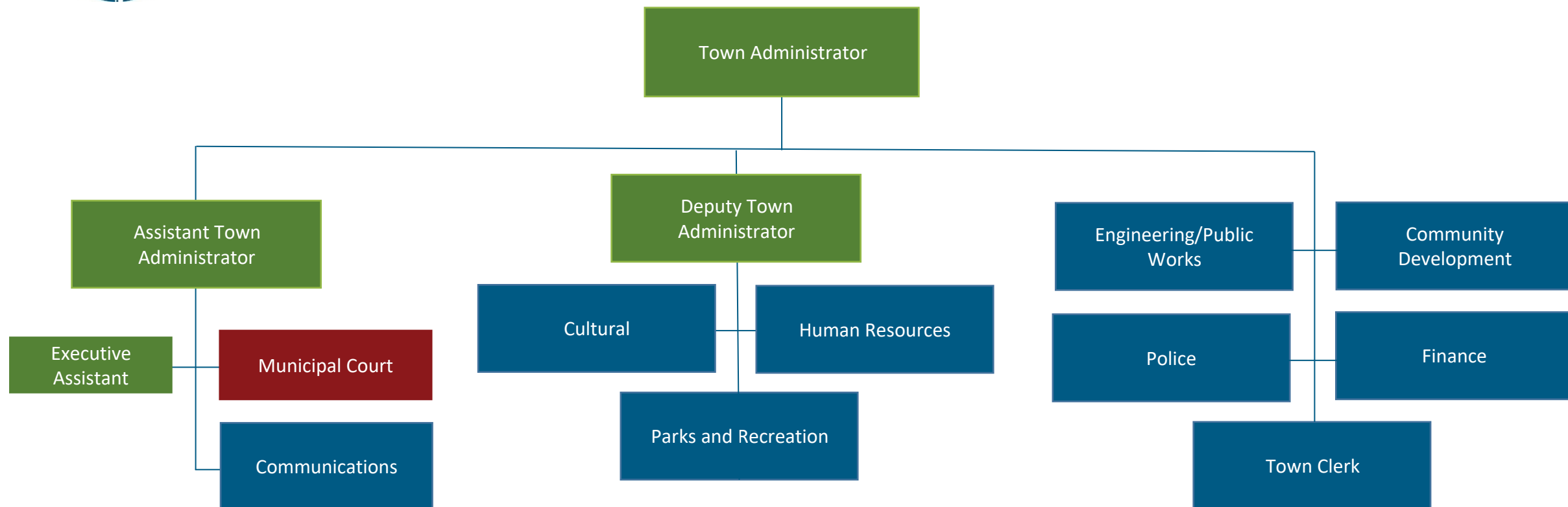
Chris Vanderpool, Town Clerk

EXHIBIT A



Town Departmental Organization Chart April 4, 2022





June 26, 2021

- Town Administrator Office
- Department
- Division



Request for Town Council Action

Date: April 4, 2022

Submitted By: Danny Smith, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Townwide Pavement Preservation Program (CIP22-009)**

Amount: **\$1,831,338.09**

Contractor: **Vance Brothers, Inc.**

Department: **Engineering and Public Works, Danny Smith**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Vance Brothers, Inc., for the 2022 Townwide Pavement Preservation Project (CIP22-009).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publicly opened competitive bids on March 04, 2022, for the 2022 Townwide Pavement Preservation Project (CIP22-009). This pavement preservation project will include:

1. 109,558 square yards of microsurfacing on four collector streets.
2. 383,276 square yards of slurry seal on local streets in 29 residential filings.
3. 18,580 square yards of slurry seal on one town parking lot.

The Town of Parker received two (2) bids for this project with Vance Brothers, Inc being the lowest responsive bidder.

1. Vance Brothers, Inc: \$2,172,833.21
2. A-1 Chip Seal: \$2,312,744.36

Due to budget constraints and future planned projects, Engineering and Public Works staff reduced the scope of work for the project, reducing the overall project cost to \$1,831,338.09. Staff recommends moving forward with this contract award in the amount of \$1,831,338.09 to Vance Brothers, Inc.

FINANCIAL IMPACT

Funding for this project has been appropriated in the 2022 Engineering and Public Works/Streets Division repair and maintenance (R&M) general fund account.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Contract with IREA/CORE to Relocate Electrical Facilities Related to the Mainstreet North Sidewalk Project (Victorian Drive to PACE Center Drive)**

Amount: \$198,860.20

Contractor: CORE Electric Cooperative

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This agenda item is for the approval of a contract with CORE Electric Cooperative to relocate and/or replace electrical facilities related to the Mainstreet North Sidewalk Project (Victorian Drive to PACE Center Drive).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the final design phase of the Mainstreet North Sidewalk Project (Victorian Drive to PACE Center Drive). The main goal of the project is to replace the existing narrow 5-ft brick paver sidewalk with a 12-ft concrete section with trees and pedestrian lighting to match the existing sidewalks along the downtown area. The new sidewalk section will be ADA compliant and create a user-friendly route for pedestrians and bikes.

To make way for the widened sidewalk, there are existing electrical facilities owned by CORE Electric Cooperative that must be relocated and/or replaced, including but not limited to, underground conductors, a switch cabinet, transformers and a meter pedestal. CORE provided the design and cost estimate for the work and intends to subcontract it to one of their approved contractors. The work is tentatively scheduled to begin in June 2022 and takes approximately four to six weeks to complete.

FINANCIAL IMPACT

This project is being funded by PAR/P3 since it falls inside the Parker Central Urban Renewal Plan area and qualifies as an Urban Renewal Area (URA) project. There is a 10% contingency included in the contract amount held by the Town for unforeseen conditions. Funding has been appropriated for this contract in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Matt Lynch, Sr. Systems Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: Zoom UCaaS Phone System

Amount: \$402,000 over 5 years

Contractor: Carahsoft

Department: Finance, Matt Lynch

EXECUTIVE SUMMARY

This contract will allow the purchasing of licenses needed to procure the Zoom UCaaS Phone service for the Town. This will replace our current end-of-life phone system and will provide many of the features of a modern UCaaS phone system.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This contract is a long time in the making. The Town issued an initial RFP in the middle of 2020 and Zoom was selected. The Town was not able to negotiate an acceptable contract with Zoom directly. Now staff is asking Council to approve the Zoom phone system using a cooperative contract through Carahsoft.

FINANCIAL IMPACT

The Town will be responsible for paying \$402,000 over the next five years, billed annually. This amounts to an annual impact of \$80,400.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Cottonwood Drive Widening CIP 20-004 Professional Services Agreement – Contract Modification**

Amount: **\$97,465.00**

Contractor: **Felsburg Holt & Ullevig**

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

EXECUTIVE SUMMARY

This item is to approve a contract modification with Felsburg Holt & Ullevig for the Cottonwood Drive Widening project in the amount of \$97,465, for a revised contract amount of \$715,125.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved the award for the Cottonwood Drive Widening Project, CIP 21-004, Professional Services Agreement on September 08, 2020, for \$617,660 with Felsburg Holt & Ullevig (FHU). The FHU contract is for construction management, inspection and material testing professional services needed for this capital improvement project. The capital improvement project includes, but is not limited to, construction of approximately 3,500-feet of a new two to three-lane roadway, a new 625-foot five-span bridge over Cherry Creek, reconstruction/modification of the existing roadway and improvements/modifications to the existing bridge over Cherry Creek. The project limits are from Jordan Road to Parker Road.

The project originally had a late November of 2021 completion date. However, due to several material supply chain issues, additional work, and multiple utility conflicts, which resulted in impacts to the completion of the work, the completion date has been extended into May. Consequently, FHU's construction management, inspection, and testing services have been extended as well and additional funding is needed to complete the project. The additional professional services needed are estimated at \$97,465. A contract modification is needed to revise the existing contract, which will result in a revised contract amount of \$715,125.

FINANCIAL IMPACT

Funding for this project has been appropriated in the Streets Capital Improvements Projects

(301-4310) fund.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Townwide Roadway Reconstruction Program**

Amount: **\$107,000**

Contractor: **Stanley Consultants**

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

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consulting, Inc., for the construction management, inspection and material testing services for the 2022 Townwide Roadway Reconstruction Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Stanley Consulting, Inc., is on the prequalified construction management (CM) professional services list maintained by the Town. Staff has completed the last four (4) Townwide Roadway Reconstruction Program projects with Stanley Consultants serving in the CM role with good results. In addition, Stanley Consultants CM staff was utilized in assembling the project bid documents and has had numerous meetings with the adjacent property owners that will be impacted by the project. Therefore, the Town staff recommends moving forward with the contract award. Town Council awarded the actual reconstruction work to Schmidt Construction Co. on March 21, 2022, and the associated CM services will be needed to support this capital improvement project.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Jim Tsurapas, Chief of Police
Ron Combs, Deputy Chief of Police

Reviewed By: Michelle Kivela, Town Administrator

Title: **Police Records Management System Rehost and Hybrid to Web Migration Services - Contract Amendment**

Amount: \$67,470.00

Contractor: Central Square Technologies

Department: Police Department, Jim Tsurapas
Police Department, Ron Combs

EXECUTIVE SUMMARY

The Central Square records management system (RMS), currently used by the Police Department, is due for a full rehost and a migration from hybrid web to full web. This is a normal maintenance item that keeps the RMS running efficiently and at its maximum performance. This project will upgrade the server operating systems to the latest version, Server 2019, and will migrate a remaining classic component to a web version. These items will allow the department to take advantage of continuing version upgrades and transition the RMS to a fully web-based application. This contract is a sales order pursuant to an existing agreement that was over \$100,000.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town entered into a multi-year professional services agreement with Central Square for the purchase, delivery, use and support of products and services for the department's records management system (RMS).

FINANCIAL IMPACT

The contract modification amount of \$67,470.00

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 4, 2022

Submitted By: Jennifer Campbell, Finance Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.553.1 - Second Reading (*Continued from March 21, 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

Approve

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 the budget was developed.

Section 9.12 of the Parker Home Rule Charter 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

	<u>Supplemental Expenditures</u>	<u>Carryover</u>	<u>Total Expenditures</u>	<u>Supplemental Revenue</u>	<u>Net Revision</u>
General Fund	\$24,000	\$1,027,255	\$1,051,255	\$ -	\$1,051,255
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	\$932,500	\$34,984,623	\$35,917,123	\$3,500	\$35,913,623

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.553.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.553.1 on 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:

Kristin Hoffmann, Town Attorney

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	24,000	
Total expenditure revision		1,051,255
Total revised expenditures		71,589,697
Ending fund balance		\$ 18,131,574
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

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

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

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	\$ 24,000	\$ 1,027,255	\$ 1,051,255	\$ -	\$ 1,051,255
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	<u>\$ 932,500</u>	<u>\$ 34,984,623</u>	<u>\$ 35,917,123</u>	<u>\$ 3,500</u>	<u>\$ 35,913,623</u>

Town of Parker**Exhibit A****Detail of Carryover Revisions to 2022 Budget**

1st reading 03/07/2022

2nd reading 03/21/2022

Description	Amount
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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
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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 Motts 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
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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
HR Compensation Study	15,000
Total General Fund expenditure supplemental revision	\$24,000

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	\$932,500
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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
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