



TOWN COUNCIL STUDY SESSION AGENDA
April 27, 2026
5:00 PM

I. Study Session Items

1. Traffic Signal Maintenance & Operations CDOT IGA Renewal - Aden/Williams - 15 minutes
2. Follow-Up Regarding Municipal Code Updates & Amendments - Wynn/Jordan/Gramer - 1 hour
3. Community Events & Civic Programs Update - Hogan - 1 hour
4. Council Travel Requests - Kivela - 15 minutes

II. Staff Updates

III. Town Council Updates/Items



MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Tom Williams, Director Eng/PW
David Aden, Traffic Division Manager

DATE: April 27, 2026

SUBJECT: Traffic Signal Maintenance and Operations CDOT IGA Renewal

ISSUE:

Parker Road (SH83) is under the jurisdiction of the Colorado Department of Transportation (CDOT). Due to several factors, including a desire to be more responsive to our citizens, the Town first entered into an Intergovernmental Agreement (IGA) with CDOT in 2006 whereby the Town would operate and maintain the 13 traffic signals on Parker Road within Town limits. The Town receives some reimbursement from CDOT, though not enough to cover the full cost.

The issue before Town Council is to confirm if Council desires the Town to continue operating and maintaining traffic signals on Parker Road under a new 5-year IGA.

FISCAL/BUDGET IMPACT:

CDOT will reimburse the Town for our services at a rate of \$335 per signal per month. Annual reimbursement totals \$56,280 under this IGA. This reimbursement does not fully reimburse the Town for the services rendered. It is estimated that the reimbursement is approximately one-half of actual costs.

BACKGROUND:

Parker Road (SH83) is under the jurisdiction of CDOT. Due to several factors, including a desire to be more responsive to our citizens, the Town entered into an IGA with CDOT in 2006 whereby the Town would operate and maintain the 13 traffic signals on Parker Road within Town limits. The Town receives some reimbursement from CDOT, though not enough to cover the full cost.

This agreement is similar to those in other Denver Metro area cities that have state highways within their limits, such as Denver, Aurora, and Lakewood.

Each IGA is executed for a 5-year term. The IGA has been renewed several times since it was originally approved. The Town's current IGA with CDOT expires in June 2026. This new IGA will also be a 5-year term and expire in 2031.

Town responsibilities have increased under this version of the agreement with the addition of CDOT's requirement that the Town maintain crosswalks at all intersections. This updated IGA also accounts for increasing the signal count to 14 signals due to the recently constructed signal at Parker Rd and Parkglenn Way. The Town will receive a modest increase in the reimbursement rate over the expiring 2021 agreement.

RECOMMENDATION:

We recommend Town Council confirm past guidance to enter into an IGA with CDOT for this work.

REQUESTED DIRECTION:

Recommend that Council approves Resolution No. 26-037, as part of the consent agenda on the May 4, 2026 Town Council Meeting.

ATTACHMENT:

1. Complete Draft Traffic Contract (IGA)

(State \$Traffic Mtce)
TOWN OF PARKER

Rev 10/03
Region: R1 (DMM)

CONTRACT

THIS AGREEMENT is entered into by and between the TOWN OF PARKER (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$281,400.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this Contract
2. This Contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit C** (Option Letter)
6. **Exhibit D** (Encumbrance Letter)
7. **Exhibit E** (PII Certification)
8. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2026, whichever is later. The term of this contract **ends on June 30, 2031**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide maintenance services as described in **Exhibit A**, for a **total maximum amount of \$56,280.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$281,400.00**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R1, 2829 W Howard Pl. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications

relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: R1
Alvin Stamp
Project Manager
2829 W Howard Pl
Denver, CO 80204
303-875-9238

If to the Local Agency

Town of Parker
David Aden
Traffic Engineer
20120 E Main St
Parker, CO 80134
303-805-3227

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

Section 16. Survival of contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards, and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. SubLocal Agencies

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subLocal Agency. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subLocal Agency. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S. applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Local Agency shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Local Agency harmless; requires the State to agree to binding arbitration; limits Local Agency's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

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Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

**LOCAL AGENCY
TOWN OF PARKER**

By: _____
*Signature

Name: _____
(Print Name)

Title: _____

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Keith Stefanik, P.E., Chief Engineer

Date: _____

**2nd SIGNATURE (IF NECESSARY)
TOWN OF PARKER**

By: _____
*Signature

Name: _____
(Print Name)

Title: _____

Date: _____

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.



EXHIBIT A – SCOPE OF WORK

Town of Parker

Traffic Signals, Intersection Markings, and Traffic Control Devices

Maintenance Scope of Work

I. General

The Town of Parker shall operate and maintain as described below, the traffic signals, all crosswalk markings, stop bar markings, existing symbol markings, and traffic control devices within the intersection footprint under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in the State Right of Way that are installed by the Town that are not the State’s responsibility shall also be maintained by the Town in accordance with CRS 43-2-135.

1. Operation and maintenance of identified infrastructure will include items and activities as listed under Section IV and Section V below.
2. CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract. CDOT shall notify the Town of the date and locations of inspections along with any findings.

II. Documentation and Record-Keeping

In accordance with Section IV of this contract, all maintenance, operations, and inspections as required by this contract shall be documented and submitted by October 10th annually to CDOT. All inspections shall occur in the corresponding CDOT fiscal year. The Town shall use required CDOT form or method agreed upon between the Town and CDOT for inspection documentation. CDOT reserves the right to perform supplemental inspections to verify compliance with Section IV and of this contract, and any defects reported to the Town as part of said inspections shall be addressed in manner consistent with Town identified defects.

III. Control of Work in the ROW

All work as required by the contract shall meet all current CDOT and/or local requirements, standard, laws, guidelines whichever is more stringent as agreed

2829 W. Howard Place Denver, CO 80204-2305 Phone 303-757-9011 codot.gov





COLORADO

Department of Transportation

Division of Accounting and Finance

upon between the Town and CDOT for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices, other than routine maintenance or upgrades to current standards, affected by this contract, or new installations of traffic control devices, shall provide adequate notification via email, (4 weeks minimum) of the changes or additions to the other agency to allow analysis, review, and approval. The CDOT Traffic Engineer shall have final approval.

CDOT and the Town shall be given minimum three-day (3-day) advance notice of scheduled (planned) work related to the Intergovernmental Agreement (IGA) that may affect the traveled way of the highways. CDOT may request copies of traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

The Town is responsible for all traffic control for all work related to this IGA. All planned maintenance and inspection work requiring a lane closure shall follow the latest regional lane closure strategy. Routine lane closures for repair or maintenance of all items referenced in this agreement shall not require a separate CDOT permit. Contractors shall hold a valid Town of Parker Permit with CDOT listed as additionally insured.

IV. Traffic Signals

A. Location Listing

The following list of signalized intersections are to be maintained by the Town.

List of Traffic Signal Locations:

SH 83 (Parker Road) at:

- Stroh Rd
- J. Morgan Blvd
- Hess Rd
- Pine Dr / Indian Pipe Ln
- Hilltop Rd / Twenty Mile Rd
- Mainstreet
- Plaza Dr
- Lincoln Ave
- Ponderosa Dr
- Pine Ln
- E-470 South Ramp

2829 W. Howard Place Denver, CO 80204-2305 Phone 303-757-9011 codot.gov





- E-470 North Ramp
- Cottonwood Dr
- Parkglenn Way

(14 signals)

Total number of signals: 14.

B. Periodic Preventative Maintenance Checks

The Town is responsible for all routine maintenance, periodic inspection and/or testing, and replacement of all non-structural components which includes, but is not limited to, cabinet components, controllers, wiring, signal indications, detection equipment, pedestrian push buttons, pole mounted signs, software, licenses, firmware, and communication devices to keep the signal operational as described herein. The town shall be responsible for all required training as may be required for operation of all associated equipment.

- 1) The Town shall maintain the traffic signals and associated pavement markings within the footprint of the intersection, including stop bars and crosswalks, at the intersection locations listed above.
- 2) Any reconstruction, modification, or improvement initiated by the Town or performed as a result of a Town project shall be included in the maintenance provided by the Town.
- 3) Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- 4) Any critical defects in the items listed above found at these intersections shall be remedied within 24 hours. Defects and remediation shall be documented and kept on file at the Town and copied to CDOT.

The Town should adhere to the following requirements regarding certifications:

- 1) Work inside the traffic signal cabinet – Any work performed by Town staff shall be under the direction of the Town’s Engineer of Record. Any work performed by independent contractors requires a minimum IMSA Level II Traffic Signal Field Technician certification is required or a minimum of 4 years’ experience in traffic signal construction and maintenance.
- 2) Work external to the traffic signal cabinet – Any work performed by Town staff shall be under the direction of the Town’s Engineer of Record. Any work performed by independent contractors requires a minimum IMSA Level I Traffic Signal Technician certification is required or, or 2 years’ experience in traffic signals construction and maintenance.

The Town shall maintain the associated stop lines and crosswalks at each signal listed in the table 4-A. The cost for these markings is included in the cost of maintaining the signal and will not be accounted for separately.





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The Town shall perform inspections of each location, in all directions, and submit documentation to CDOT annually by October 10 for each year of this contract. Inspection shall include the following items shall be inspected and/or tested on every signal under this contract at least annually:

- a. Conflict Monitor is tested and operating correctly
- b. Each signal head is in good condition and the backplate is attached and in good condition
- c. Each signal lens is operating and visible
- d. Detection is working and is detecting vehicles, motorcycles, bicycles, and pedestrians – applicable
- e. Structure is in good visual condition – free from cracks and rust. The Town is not responsible for structural testing or engineering level structural inspections.
- f. Visible portions of the caissons are free from cracks
- g. Signal Timing is operating as programmed
- h. Controller and Cabinet are clean and in good repair
- i. Communication to signal is connected and operating – where applicable
- j. Backup power is tested for proper operation – where applicable
- k. All luminaries attached to the signal are operating – where applicable
- l. Existing crosswalks and stop bars are in good condition
- m. Other Existing markings at or approaching each intersection installed by or at the request of the Town are in good condition

Any critical defects found in the signal inspection shall be remedied within 24 hours and non-critical defects shall be remedied within 30 days of discovery. If the signal is not remedied within 30 working days of discovery, then the Town shall incur a price reduction to the monthly compensation of (intersection monthly rate) \$335/month until the Town has sent CDOT documentation and photo of the defective device being remedied. DOT will perform structural inspection of overhead signal structural elements and their supports on a cycle established by the Staff Bridge Branch Ancillary Structures Inspection Program.

CDOT will be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement of CDOT-standard structures. The Town shall be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement of non-CDOT-standard structures installed after January 1, 2018 as well as remediation of structural defects not requiring foundation, pole, or mast-arm replacement. Defects may include but not be limited to the result of manufacturer's defect, traffic crash, or weather conditions. The Town will be responsible for managing the replacement of damaged structures with reimbursement for materials and labor provided by CDOT with a detailed invoice.

C. Signal Timing

Signal timing is the responsibility of the Town and should be based upon current traffic volumes and updated when significant traffic volumes impact the intersection. This may include development, change of use for a property, a new school, or any other traffic generator. Timing should meet CDOT's State Highway Access Code for Progression, CRS 42-4-602, the current State adopted version of the Manual on Uniform Traffic Control Devices, and CDOT and

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industry practices for performance. The Town shall provide CDOT the traffic signal timing upon request.

D. Emergency Maintenance and Repair

The Town shall be responsible for emergency response, emergency signal operation, and repair/replace of damage to all non-structural equipment, If an unforeseen event (lightning strike, extreme power surge, vehicle crash, etc.) destroys any part of the signal pole, mast arm or cabinet, or detection and renders the signal and its components damaged beyond repair, the town shall contact CDOT immediately. The town shall partner with CDOT to get the damaged signal components replaced and the signal fully operational as quickly as possible.

The town shall provide an estimated quote (within 48 hours of the incident) using the CDOT provided form, or method agreed upon between the Town and CDOT, to CDOT for the repair. CDOT shall respond to the quote (NTP, additional information needed) for the cost of the repair or replacement of the damaged of the damaged non-structural equipment.

All invoices shall be submitted to CDOT within 60 calendar days of completed construction or determination of no insurance claim or other reimbursement to receive payment. Failure to comply with this procedure may result in the town funding the repair entirely.

The town shall respond to traffic signal failures and malfunctions within the following timelines:

- a. Signal power outage – immediate response and appropriate emergency operations, repair as soon as possible.
- b. Malfunctioning signal – immediate response and interim operation repair as soon as practical.
- c. Protected phases and red head outage – immediate repair, if redundant indication is not present and operating.
- d. Pedestrian heads – repair within two days.
- e. Permitted phase and non-red head outage – repair within three days.

E. Signal Modifications

The Town shall be responsible for the maintenance of any signals that are reconstructed, modified, or improved by the Town pursuant to a Town project.

The State shall be solely responsible for the cost of any reconstruction, modification, or improvement to a signal initiated by the State or performed because of a State project.

New signal installations on any state highway within Town limits shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Town standards and guidelines. CDOT, at its discretion, may incorporate the Town standards for color and specialized equipment at the Town's expense to maintain, but not obligated to these additions. A determination of who will provide labor, material, and equipment for installation will be made on a case-by-case basis between the aforementioned contract representatives. Should the representatives not agree, the CDOT Region 1 Traffic Engineer shall have final authority.





Additional signals or changes needed as a result of development, traffic volume growth, crash activity, or other safety or operational analysis or concerns along with any upgraded of the signals or its systems due to new technologies shall be submitted to CDOT via the State Highway Access Permit process. The CDOT Region 1 Traffic Engineer shall have the final authority.

F. Intersection Marking

All existing pavement markings within the highway intersection footprint and the road shall be maintained by the Town, including crosswalks and stop bars. Any markings installed by or at the request of the Town approaching the highway shall be maintained by the Town. Typical intersection markings are shown in Figure 5-1. Should the town not have markings shown, maintenance of the town's typical intersection markings shall be required.

All long line pavement markings approaching or running through any intersection shall remain the responsibility of CDOT.

G. Utility Locates.

All locates for traffic signal conduits including power feeds from meter and/or disconnect shall be the responsibility of the Town.

All locates for fiber optic interconnect including shared traffic signal and fiber optic conduit shall be the responsibility of CDOT.

Rate/Cost Schedule:

\$335 per signal per month

X 14 Signals = \$4,690.00 Total monthly cost to maintain signals

\$4,690.00 Total monthly payment to local agency

X 12 Months = \$56,280.00 Total Annual Not to Exceed Amount

\$56,280.00 Total annual Not to Exceed Amount

X 5 years of the contract = \$281,400.00 Total Contract Not to Exceed Amount



EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)**

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date: _____	State Fiscal Year: _____	Option Letter No. _____	Routing # _____
--------------------	---------------------------------	--------------------------------	------------------------

Vendor name: _____

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date: []	State Fiscal Year: []	Encumbrance Letter No. []	Routing #: []
		Orig. IGA: []	PO: []

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year Year.

The amount to be encumbered by this Encumbrance Letter is \$Amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F

General Provisions

General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §A of this exhibit, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § A of this exhibit, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Local Agency shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Local Agency, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors.

iii. Intellectual Property Indemnification

Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Local Agency shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

- i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party

vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

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MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Jamie Wynn, Town Attorney
Lindsay Jordan, Deputy Town Attorney
Lisa Gramer, Assistant Town Attorney

DATE: April 27, 2026

SUBJECT: Follow-Up Regarding Municipal Code Updates and Amendments

ISSUE:

Follow-up discussion regarding proposed Municipal Code updates and amendments.

FISCAL/BUDGET IMPACT:

With respect to the proposed Pawnbroker Municipal Code amendment, there will be costs related to staff time and resources, but the discussion is also related to the potential charges for applications and licensing to the businesses to offset costs.

BACKGROUND:

The Town Attorney's Office presented Town Council with numerous proposed amendments and updates to the Town's Municipal Code at the March 23, 2026 Study Session. Based on questions and concerns raised by the Town Council, additional proposed updates and amendments have been drafted for further discussion and consideration. Specifically, additional information is being presented related to potential amendments to the Code's contract provisions and pawnbroker licensing.

RECOMMENDATION:

Seeking Town Council direction for proposed updates and amendments

REQUESTED DIRECTION:

Council direction regarding follow-up related to proposed updates and amendments.

ATTACHMENT:

1. Code Contract Section Updates
2. Pawnbroker Allowed by Zoning

2.03.020 Town ~~Administrator~~Manager; functions and duties.

- (a) The Town Council, pursuant to Section 4.4 of the Charter, hereby creates the position of Town Administrator, which position may be referred to as "Town Manager." Any reference to "Town Manager" shall mean the Town Administrator, as that term is used in the Charter, and any authority given, action taken, or duties performed under the title of "Town Manager" shall be treated as if authorized, taken, or performed by the Town Administrator.
- (b) The Town ~~Administrator~~Manager shall in general have the following functions and duties:
- (1) Enforce the laws and ordinances of the Town.
 - (2) Appoint, suspend, transfer and remove all employees of the Town subject to the personnel regulations of the Town, including at-will appointments and terminations of Department Directors, including Deputy or Assistant Town Administrators/Managers, with the exception of any employees of the Town Attorney's Office.
 - (3) Prepare a proposed budget annually and submit it to the Town Council, and be responsible for the administration of the budget after its adoption.
 - (4) Prepare and submit to the Town Council as of the end of the fiscal year a complete report on finances and administrative activities of the Town for the preceding year and, upon request of the Town Council, make written or verbal reports at any time concerning the affairs of the Town under his or her supervision.
 - (5) Keep the Town Council advised of the financial condition and future needs of the Town, and make such recommendations to the Town Council as he or she may deem necessary or expedient. He or she shall cause to be provided to the Town Council a monthly statement and a quarterly statement summarizing the revenues and expenditures of the Town to date and contrasting the same with the approved budget for that fiscal year.
 - (6) Exercise supervision and control over all administrative departments, and recommend to the Town Council any proposal he or she thinks advisable to establish, consolidate or abolish administrative departments.
 - (7) Enforce all terms and conditions imposed in favor of the Town and its inhabitants in any contract or public utility franchise, and upon knowledge of any violation thereof, report same to the Town Council for such action and proceedings as may be necessary to enforce the same.
 - (8) Attend Town Council meetings.
 - (9) Establish a system of accounting and auditing for the Town.
 - (10) Act as a purchasing agent for the Town.
 - (11) Obtain engineering, architectural, maintenance, construction and work equipment services required by the Town.
 - (12) Approve license agreements for use of Town-owned property, in the form and with the content approved by the Town Attorney.
 - (13) Perform such other duties as may be prescribed by ordinance or by the Town Council.
- (c) Neither the Mayor nor any member of the Town Council shall be appointed Town ~~Administrator~~Manager during the term of office for which he or she has been elected or appointed, or within one (1) year after the expiration of the term of office of Mayor or Town Councilmember.
- (d) The Town ~~Administrator~~Manager shall have the following qualifications:
- (1) The Town ~~Administrator~~Manager shall be selected solely on the basis of administrative

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- qualifications with special reference to training and experience.
- (2) The entire time and business interest of the Town ~~Administrator~~Manager shall be devoted to the management of the Town's affairs, and the Town ~~Administrator~~Manager shall not, while in office, be an employee of, or perform any executive duty for any person, firm, corporation or institution other than the Town except where approved by Council.
- (e) The Town ~~Administrator~~Manager shall have the following additional functions and duties:
- (1) To coordinate the administration and enforcement of all laws and ordinances of the Town, save and except to the extent that the administration of such enforcement is confided to other Town officials by law or by ordinance.
- ~~(2)~~ To be responsible ~~to the Council~~ for the administration of all departments and offices of the Town, save and except the Municipal Court and the Town Attorney.
- (A) To have the authority to appoint and terminate the employment of any person holding a Department Director position, including Assistant or Deputy Town Administrator/Manager positions, on an at-will basis in accordance with the Town's employee handbook.
- ~~(2)~~(3) To issue such administrative regulations and outline such general administrative procedures applicable to areas and departments confided to the Town ~~Administrator~~Manager's supervision, in the form of rules which are not in conflict with the Town Charter, the personnel regulations of the Town and the laws of the State or the ordinances of the Town.
- ~~(3)~~(4) To keep the Council fully informed as to the financial condition and future needs of the Town.
- ~~(4)~~(5) To recommend to the Council for adoption such measures, resolutions, acts and policies as the Town ~~Administrator~~Manager may deem necessary or desirable for the efficient and proper operation of the Town and the performance of its functions.
- ~~(5)~~(6) To supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget; let contracts necessary for operation or maintenance of Town services for amounts up to and including two one-hundred fifty thousand dollars (~~\$100~~250,000.00), receive sealed bids for purchases or contracts not in excess of one hundred thousand dollars (\$100,000.00). No purchase shall be made, contract let or obligation incurred for any item or service which exceeds the current budget appropriation without a supplemental appropriation by the Council. No contract in excess of two one-hundred fifty thousand dollars (~~\$100~~250,000.00) shall be let except by the Town Council. The Town ~~Administrator~~Manager may issue such rules governing purchasing policies within the administrative organization as the Council shall approve.
- ~~(6)~~(7) To coordinate the activities of the various boards, commissions and committees of the Town with the activities and policies of the Council.
- ~~(7)~~(8) To cause full and complete records to be kept of the governmental, proprietary and financial business of the Town, including the maintenance of a system of accounts of the Town which shall conform to any uniform system required by the Town Council and to generally accepted principles and procedures of governmental accounting. The Town ~~Administrator~~Manager shall submit financial statements to the Town Council quarterly, or more often as the Town Council directs.
- ~~(8)~~(9) To prepare and submit to the Council an annual report of the Town's affairs, including a summary of the activities of each department.
- ~~(9)~~ ~~To propose for adoption by the 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.~~
- (10) To prepare and submit to the Council such reports as may be required by that body.
- (11) To establish, by regulation, fees up to and including ~~one two~~ thousand dollars (~~\$1~~2,000.00) to be

charged for Town services which are not services generally provided by the Town unless such fees are otherwise set by ordinance or resolution adopted by the Town Council.

- (12) To sell surplus Town property, without Town Council approval, when the estimated value of the item is less than ~~five-ten~~ thousand dollars (\$~~510~~,000.00).
 - (13) To give to the proper department or officials ample notice of the expiration or termination of any franchises, contracts or agreements.
 - (14) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise, or in any contract, are faithfully kept and performed.
 - (15) To exercise and perform all administrative functions of the Town that are not imposed by the Charter or this Article upon some other official. The Town ~~Administrator~~Manager may, in the event of an emergency, exercise complete administrative authority over any department, department head or Town employee and all Town-owned property. The Town ~~Administrator~~Manager shall determine when such emergency exists. It is the intent of this Paragraph to delegate to the Town ~~Administrator~~Manager the authority within Sections 15.14 and 15.15 of the Charter to provide for the continuity of government and to provide for the necessary organization, powers and authority to enable the timely and effective use of all available Town resources to prepare for, respond to and recover from civil emergencies, emergencies or local disasters. It is also intended to grant as broad a power as permitted within the letter of the Charter and the Town Council-Town ~~Administrator~~Manager form of government, including but not limited to, upon the declaration of an emergency, the authority to establish a curfew, order an evacuation, regulate distribution of food and water, close businesses, limit sales of alcohol, firearms and explosives, close streets, buildings and transportation routes, commandeer private property, appropriate funds, temporarily close governmental offices, including the Municipal Court, in the event that conducting court operations is not practical or prudent, and issue any order believed necessary to protect the Town. The Town Council retains the power to direct the Town ~~Administrator~~Manager during the pendency of a declaration.
 - (16) To adhere to any policies established by the Town Council concerning contacts with the media and release of information under the Colorado Public Open Records Act.
 - (17) Approve agreements for gifts or donations made by the Town, which gifts or donations shall be approved by adoption of the ordinance approving each annual budget.
 - (18) To perform such other functions and duties as may be prescribed by Charter or ordinance or resolution of the Council.
- (f) The Town ~~Administrator~~Manager is authorized to delegate the following:
- (1) The Town ~~Administrator~~Manager shall have the authority to delegate to a deputy or assistant appointed by the Town ~~Administrator~~Manager, to the heads of departments or to other officers or employees designated by the Town ~~Administrator~~Manager, such part of the power and authority vested in the Town ~~Administrator~~Manager by this Section as the Town ~~Administrator~~Manager shall deem necessary and proper, at any time and from time to time.
 - (2) The Town ~~Administrator~~Manager shall have the further authority to delegate any power, jurisdiction or authority vested by Town ordinance or by law in a Town officer subordinate to the Town ~~Administrator~~Manager, to the deputy or assistant or to other officers or employees designated by the Town ~~Administrator~~Manager, at any time and from time to time.
- (g) The relationship of the Council to the Town ~~Administrator~~Manager is as follows:
- (1) To recommend to the Town Council for adoption such measures as the Town ~~Administrator~~Manager may deem necessary or expedient; and to attend Council meetings with the right to take part in discussions but not to vote.

-
- (2) The Council and its members shall deal with that portion of the administrative service for which the Town ~~Administrator~~Manager is responsible solely through the Town ~~Administrator~~Manager, and neither the Council nor any member thereof shall give orders to any subordinate officer or employee of the Town either publicly or privately. *Administrative service* means and includes every department, officer, function and service for which or for whom the Town ~~Administrator~~Manager is responsible under the provisions of this Section.
- (3) Neither the Town Council nor any of its members shall direct or request the appointment of any person to, or removal from, office by the Town ~~Administrator~~Manager or any of the Town ~~Administrator~~Manager's subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative services of the Town. Except for the purpose of inquiry, the Town Council and its members shall deal with the administrative service solely through the Town ~~Administrator~~Manager and neither the Town Council nor any member thereof shall give orders to any subordinates of the Town ~~Administrator~~Manager, either publicly or privately.
- (4) Directives issued by the Council concerning policies or operations of the Council affecting the administrative service of the Town or directing the Town ~~Administrator~~Manager in the administration of the government of the Town shall be made so as to direct the Town ~~Administrator~~Manager to accomplish the desired purposes, objectives or action. A majority of Council shall direct the Town ~~Administrator~~Manager to accomplish specific desired purposes, objectives or action, and not individual Councilmembers.
- (h) Whenever in any part of this Code or ordinances of the Town a reference is made to the Town Administrator or Town Manager, such references shall mean the Town Administrator of the Town.
- (i) The Council may appoint or designate an acting Town ~~Administrator~~Manager during the period of vacancy in the office of Town ~~Administrator~~Manager. During the absence of the Town ~~Administrator~~Manager from the Town, the Town ~~Administrator~~Manager may appoint or designate an acting Town ~~Administrator~~Manager during the period of absence not to exceed fourteen (14) consecutive days unless Town Council approval is obtained by the Town ~~Administrator~~Manager. In the event of a disability of the Town ~~Administrator~~Manager, the Council may appoint or designate an acting Town ~~Administrator~~Manager during the absence of the Town ~~Administrator~~Manager. Such acting Town ~~Administrator~~Manager shall, while in such office, have all the responsibilities, duties, functions and authority of the Town ~~Administrator~~Manager.
- (j) Violations. Any person who shall willfully fail or refuse to comply with the orders of duly authorized law enforcement officers or personnel charged with the responsibility of enforcing the proclamation of emergency authorized herein by Paragraph (e)(16) of this Section shall be deemed guilty of violating this Section of the Code and, upon conviction thereof, shall be subject to a fine of not more than nine hundred ninety-nine dollars (\$999.00). Each day a violation of this Section continues shall constitute a separate offense.

(Ord. 1.391.3 §1, 2022; Ord. 1.391.2 §2, 2022; Ord. 1.391.1 §1, 2020; Ord. 1.391 §1, 2011; Ord. 1.367 §1, 2010; Ord. 1.80.4 §1, 2009; Ord. 1.80.2 §1, 1997; Ord. 1.80.1 §1, 1996; Ord. 1.80 §1, 1995; Ord. 1.79 §3, 1995; Ord. 1.66 §2, 1994; Ord. 1.39 §1(2.03 §2), 1990)

11.13.020 General requirements.

- (a) Every contract for a capital improvements project(s) shall be evidenced by a written contract.
- (b) Every contract for a capital improvements project(s) in an amount which exceeds ~~two one~~ hundred ~~fifty~~ thousand dollars (~~\$100250,000.00~~) shall be approved or ratified by the Town Council.
- (c) Every contract for a capital improvements project(s) in an amount greater than fifty thousand dollars (\$50,000.00) but less than ~~two one~~ hundred ~~fifty~~ thousand dollars (~~\$100250,000.00~~) shall be approved or ratified by the Town ~~Administrator~~ Manager.
- (d) Every contract for a capital improvements project(s) in an amount of fifty thousand dollars (\$50,000.00) or less shall be approved or ratified by the Public Works Director.
- (e) A contract for a capital improvements project(s) shall be submitted to the Town Attorney and approved as to legal form and the Public Works Director or designee as to content before it is executed.

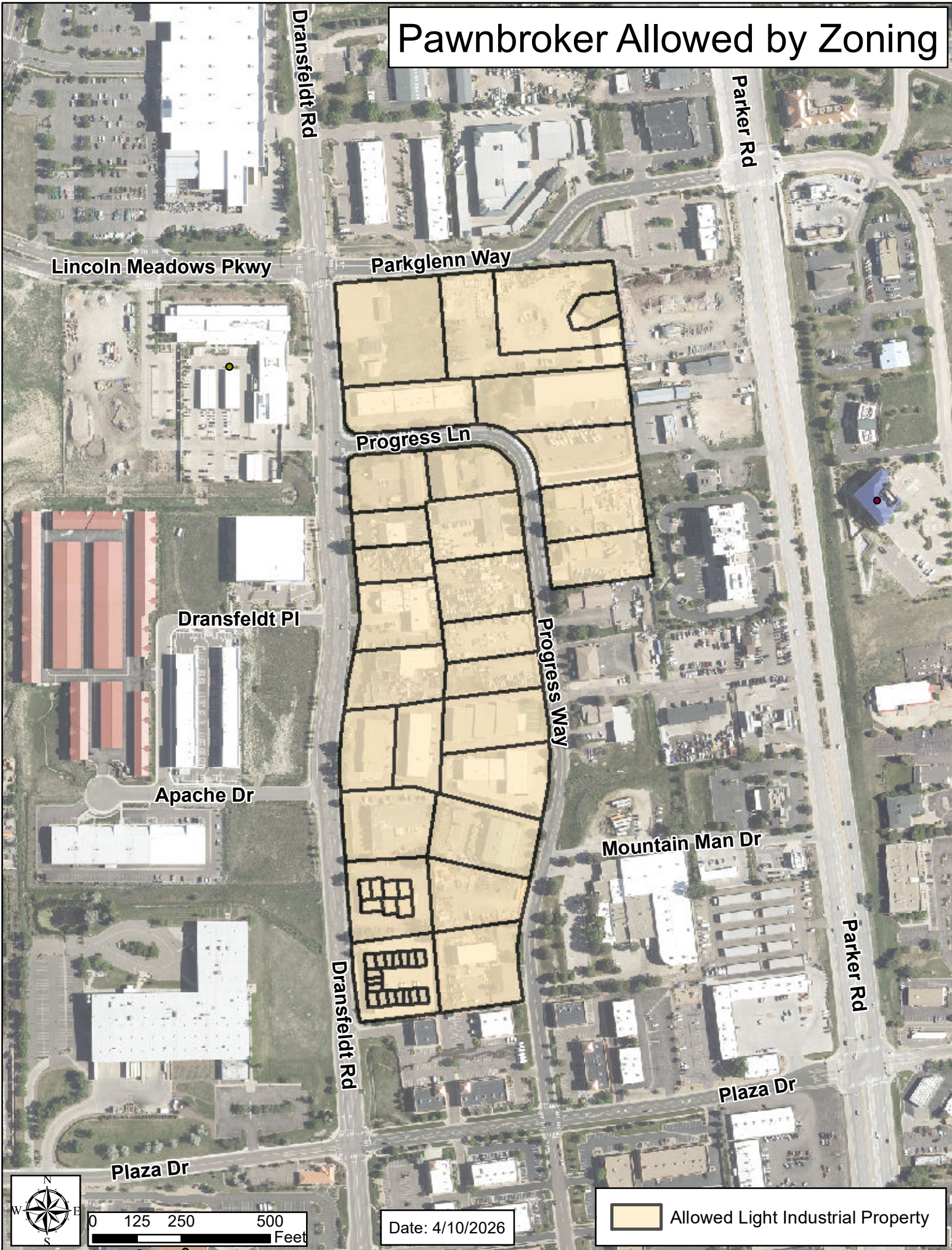
(Ord. 4.86.1 §1, 2022; Ord. 1.467 §29, 2015; Ord. 4.86 §1, 2005)

11.13.030 Bidding required.

- (a) Every contract for a capital improvements project(s) in an amount that exceeds one hundred thousand dollars (\$100,000.00) shall be by bid, unless the Town Council determines, upon recommendation of the Town ~~Administrator~~ Manager, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor.
- (b) Every contract for a capital improvements project(s) in an amount greater than fifty thousand dollars (\$50,000.00) but less than one hundred thousand dollars (\$100,000.00) shall be by bid, unless the Town ~~Administrator~~ Manager determines, upon recommendation of the Public Works Director, that the public interest will be best served by competitive proposal or by negotiating with a single contractor.
- (c) Every contract for a capital improvements project(s) in an amount of fifty thousand dollars (\$50,000.00) or less shall be by competitive proposal or by negotiating with a single contractor.
- (d) In case of emergency affecting the public peace, health or safety, the Town Council may waive all requirements for bidding or competitive proposals for an expenditure of more than one hundred thousand dollars (\$100,000.00). In such cases, the Town ~~Administrator~~ Manager may direct the appropriate department head to procure emergency needs by informal, open-market procedures, at no more than commercial prices, as expeditiously as possible. The Town ~~Administrator~~ Manager shall present a full report of the circumstances necessitating the emergency action at the next Town Council meeting.

(Ord. 4.86.1 §2, 2022; Ord. 1.467 §29, 2015; Ord. 4.86 §1, 2005)

Pawnbroker Allowed by Zoning





MEMORANDUM

TO: Honorable Mayor and Members of Town Council
FROM: Brooke Spain, Events Manager
Cheri Sullivan, Civic Programs Specialist
DATE: April 27, 2026
SUBJECT: Community Events & Civic Programs Update

ISSUE:

Staff is providing an update on Community Events & Civic Programs.

FISCAL/BUDGET IMPACT:

All items are included in the existing budget.

BACKGROUND:

Community Events & Civic Programs staff oversee:

- Signature Events
- Community Events permitting
- Civic Programs
- Repository of Townwide Events, Activities, and Programs

RECOMMENDATION:

No direction is required at this time.

REQUESTED DIRECTION:

No action is needed at this time.

ATTACHMENT:

None



MEMORANDUM

TO: Honorable Mayor and Members of Town Council
FROM: Michelle Kivela, Town Manager
DATE: April 27, 2026
SUBJECT: Council Travel Requests

ISSUE:

Under the Elected Official Travel Policy, Councilmember Wilks is requesting to utilize another Councilmember's allocated travel funds for two conferences. Councilmembers Hefta and Frandsen have offered some of their travel funds for Councilmember Wilks use. Per the Policy, the request and subsequent transfers are to be brought to the full Council for discussion.

FISCAL/BUDGET IMPACT:

The 2026 Budget provides a travel allowance of \$4,104 per Councilmember and \$6,157 for the Mayor, for a total 2026 travel budget of \$30,781.

BACKGROUND:

Under the Elected Official Travel Policy, Councilmember Wilks has requested to utilize another Councilmember's travel allocation/funds for the 2026 Colorado Municipal League (CML) Conference and the National League of Cities (NLC) City Summit Conference. Per the Elected Official Travel Policy, attached, "If any individual Councilmember exceeds their allotted travel and training budget amount, a request may be made to another member of Council for use of that member's remaining funds. Any requests to use funds from another Councilmember shall be submitted in writing via email to the Town Manager's Office, which will then be scheduled for discussion by the Council at a Study Session."

To date, Councilmember Wilks has used \$4,014 of her travel allowance for the March 2026 NLC Congressional City Conference in Washington, DC. The estimated cost of the CML Conference is \$1,433 and the estimated cost of the NLC City Summit is \$4,417.

More information and details will be provided at the Study Session Meeting.

RECOMMENDATION:

None

REQUESTED DIRECTION:

Direction on Councilmember Wilks' request for additional travel funds for the Colorado Municipal League Conference and National League of Cities City Summit Conference.

ATTACHMENT:

1. 0-12 Elected Official Travel Policy

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Elected Official Policy Statement

0-12 Elected Official Travel Policy Statement

Title	Elected Official Travel Policy Statement
Pages	12
Policy Number	0-12
Adopted Date	August 20, 2018
Amended Date	July 7, 2025
Approved by Council Action	Resolution No. 18-054; Resolution No. 23-038; Resolution No. 25-035

PURPOSE

This document provides guidance for elected officials and applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

POLICY STATEMENT

1. Travel is defined as a trip in-state or out-of-state, made for Town business that requires air transportation and/or requires or could require an overnight stay. Travel that "could require an overnight stay" means a two-day or longer conference held in a location that is close enough to the Town that the elected official could choose either to stay overnight or to drive to and from the conference each day.
2. Elected officials may contact the Town Manager's office to request assistance with travel and training plans, including registration, lodging and travel arrangements. If an elected official wishes to make his or her own travel arrangements, he or she may do so with the understanding that payment may only be for the lowest airfare rate available where travel out of state is concerned.

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3. It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of travel and meal privileges does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense should be used when incurring expenses to the Town. All such expenses must be thoroughly documented.
4. All travel and similar expenses must be reasonable, necessary and for Town business.

Travel and Training Allowances for Elected Officials

Councilmember Travel and Training Allowances

1. Each year, as part of the budget development process, the Town Manager will review the Town Council travel and training budget and make recommendations for adjustments as needed. Each Councilmember is allotted 13.33% of the total Town Council travel and training budget each year; the Mayor is allotted 20% annually, or such other amount as may be determined by the Town Council as the budget allows, for attendance at meetings/conferences.
2. If any individual Councilmember exceeds their allotted travel and training budget amount, a request may be made to another member of Council for use of that member's remaining funds. Any requests to use funds from another Councilmember shall be submitted in writing via email to the Town Manager's Office, which will then be scheduled for discussion by the Council at a Study Session.

Approval for Conference Attendance

1. Councilmembers must receive approval from a consensus of the full Council before attending a conference. Councilmembers are encouraged to request approval as early as possible in advance of the conference in question.
2. It is recommended when multiple Councilmembers attend the same conference there be coordination between Councilmembers to attend as many of the

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sessions offered as possible rather than multiple Councilmembers attending the same session. This practice ensures the Town gets the best value for money for conference expenses.

Approval for Committee Assignments and Offices

1. Councilmembers must receive approval from a consensus of the full Council before volunteering to serve on committees or subcommittees of membership organizations. Examples include but are not limited to Colorado Municipal League or National League of Cities. Similarly, approval must be given for a Councilmember to volunteer as an officer for a committee or subcommittee of a membership organization.

Post-Travel Reporting

1. After attending a conference, seminar, or any other travel or training function for which the Town has paid, each elected official will provide a written report to the Town Manager's Office. The report must be made within 30 days of completion of the conference, seminar, or other training and travel functions. Councilmembers will use the official reporting form (Appendix A). All reports will be distributed with the quarterly travel expenditures reports detailed in the section below. The date, cost, and title of the event will also be disclosed with the quarterly report, regardless of whether a report is provided by the 30-day deadline.

Quarterly Travel Budget Reporting

1. The Finance Director will provide the Town Council with a Town Council travel expenditure report on a quarterly basis via email agenda so each Councilmember can track their travel expenses. If the cumulative annual travel and meeting budget for Town Council is exceeded, any additional travel requires Town Council approval.

Town of Parker, Colorado
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Authorization for Travel

1. Documentation of expenses will require itemized receipts for all expenditures, except per diem.
2. A Travel Authorization and Advance Form must be completed and signed by the elected official and the Town Manager. The approved Travel Authorization and Advance Form must be completed and forwarded with all backup documentation to the Town Manager's Office before travel. Backup documentation includes, but is not limited to:
 - a. Conference registration
 - b. Transportation reservations (airline, bus, or other travel)
 - c. Lodging reservation
 - d. Conference/Training agenda showing meals that may or may not be included
 - e. Proof of mileage driven for reimbursement (Google maps or similar)
 - f. Any other documentation that will support travel expenses
3. Travel outside of the continental United States must be approved by the Town Council.

Unauthorized Expenses

1. The following expenses are specifically unauthorized and will not be permitted:
 - a. All expenses of family members or other persons not on business for the Town
 - b. Alcoholic beverages and tobacco products
 - c. Laundry or cleaning
 - d. In-room movies, room service or other personal services
 - e. Sporting and entertainment activities
 - f. Personal clothing
 - g. Prescriptions and over-the-counter medication

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- h. Personal telephone calls except as stated in the “Telephone Calls While Traveling” section of this policy statement
- i. First class or business class airfare
- j. Rental of luxury or sports vehicles
- k. Expenses stated in this policy as unauthorized, ineligible, or prohibited
- l. All other personal expenses not for the benefit of the Town

Authorized Expenses

Transportation

- 1. Air, Bus and Rail
 - a. Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First class or business class airfare is specifically prohibited.
 - b. Travel by bus or rail should be purchased at the lowest coach fare available. Extended travel time costs, such as extra meals and travel time, should be considered when authorization for this type of travel is requested.
 - c. Fares must be purchased using the elected official’s Town purchasing card.
 - d. When the elected official is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.
- 2. Personal Vehicle
 - a. During travel, mileage incurred by an elected official using a personal vehicle can be reimbursed at the standard Internal Revenue Service (IRS) mileage rate subject to a maximum amount as discussed below.
 - b. Mileage will be calculated based on actual road distances.
 - c. Mileage incurred using a personal vehicle for assigned meetings outside of the Town, are reimbursed at the standard (IRS) mileage rate.
 - d. Mileage incurred for out-of-state travel, for which commercial airline would normally be used, will be reimbursed for actual road mileage up to the

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lowest available commercial airfare. A written airfare quote (internet printout acceptable) must be submitted with the Expense Report for reimbursement. Lodging, meals and other travel expenses are only allowed to the extent they would have been incurred had the elected official traveled by air. Extra lodging, meals and other travel expenses incurred because of traveling by personal vehicle are not authorized expenses.

- e. Gasoline purchases are NOT allowed for personal vehicles.

3. Vehicle Rental

- a. Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available. This may include buses, subways, taxis, or ride sharing services.
- b. Only mid-sized vehicles or smaller are allowed. Large vehicles, such as mini vans, are allowed if five (5) or more elected officials are traveling together. Luxury and sports vehicles are specifically prohibited.
- c. Insurance should be purchased from the car rental company.
- d. The Town's Risk Management Division must be notified of accidents immediately.
- e. Vehicles may be rented using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.
- f. Gasoline may be purchased using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

4. Public Ground Transportation

- a. A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility or restaurant is allowed only when necessary and appropriate to the trip. Ground

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transportation may be paid using a Town purchasing card. Alternatively, the individual may receive reimbursement; provided a detailed receipt is submitted.

5. Parking

- a. Reasonable and economical parking expenses are allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used. Elected officials should consider if it is more economical to take a taxi or ride sharing service to and from their home to the airport or to park at the airport for the duration of their trip.
- b. Hotel or other public parking expenses are allowed.
- c. Valet parking is not allowed unless required.
- d. Parking may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

6. Toll

- a. Toll expenses are allowed and the elected official may receive reimbursement provided detailed receipts are submitted.

Lodging

1. When lodging is necessary, moderately priced hotels and single occupancy hotel rooms are the standard.
2. When attending a conference, an elected official will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, an elected official should select the low to moderately priced hotels.
3. Lodging is allowed only for the number of nights necessary to attend the conference or event. Extra nights must be at the elected official's expense.

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4. If an elected official chooses to stay extra nights, the Town will only pay for lodging through the end time of the conference or event.
5. Extra costs in lodging due to an elected official's guests must be at the elected official's expense. These and other personal expenses (personal phone calls, room service, in-room movies and the like) must be paid separately using personal funds.
6. Lodging that is connected to a sporting or recreation type activity (such as golf), regardless of whether it is related to Town business, is not permitted and must be at the elected official's expense.
7. Lodging is purchased using a Town purchasing card.
8. Sharing of rooms by elected officials is not required.

Meals While Traveling

1. Elected officials will receive an advance of a per diem for their travel prior to departing for their trip. The advance assumes all travel authorizations are secured by the elected official with sufficient time for the per diem advance to be processed and be deposited along with their regular payroll.
2. Town purchasing cards may not be used for meals while on travel, as per diem payments are provided to cover the cost of meals while traveling.
3. Oftentimes, the conference or travel-related event will provide some or all meals. When this occurs, the elected official must not seek reimbursement for the portion of the per diem rate related to the provided meal. Per diem payments will be prorated based on the number of meals assumed provided as part of the conference. A meal purchased separately on one's own when a meal is provided by the conference or event is not an allowable expense.

Per Diem Rate Method

1. The Town will utilize the federal per diem rate method as published by the U.S. General Services Administration. For rates and additional information, view the

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Finance intranet page, the GSA website, www.gsa.gov/perdiem, or contact the Finance Department.

2. Detailed receipts are not required.
3. The Town allows the use of per diem for meals and incidental expenses only, not lodging.
4. Incidental expenses include fees and tips for porters, baggage handlers and other personal service employees. These expenses are part of the "meals and incidental expenses reimbursement" rates provided by the IRS.
5. Per diem payments will be reduced by the following percentages if meals are provided by the conference: breakfast – daily per diem reduced by 20%; lunch, 30%; dinner, 50%.
6. If the elected official chooses to stay extra nights, the Town will only pay per diem through the end time of the conference or event.
7. The amount of partial day per diem should be determined using departure and arrival times in Table 1 below.

Table 1 – Per Diem Allowances

Trip Departure	
Leave Town	Per Diem Allowed
Before 8:00 AM	Breakfast, lunch, and dinner
Between 8:00 AM and 1:00 PM	Lunch and dinner
Between 1:00 and 7:00 PM	Dinner

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After 7:00 PM	No per diem
Trip Return	
Arrive in Town	Per Diem Allowed
Before 7:00 AM	No Per Diem
Between 7:00 and 11:00 AM	Breakfast
Between 11:00 AM and 5:00 PM	Breakfast and lunch
After 5:00 PM	Breakfast, lunch, and dinner

Telephone Calls While Traveling

1. Because hotel telephone rates may be extremely expensive, care should be taken to avoid using the hotel's long-distance carrier.
2. The Town prefers that cell phones be used when making Town business calls.

Travel Advances

Before Travel

1. An elected official may receive a travel advance for mileage, parking, meal per diem or other out-of-pocket travel-related expenses.
2. Lodging and transportation are to be paid for by the elected official's Town purchasing card or Town check.

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3. Travel advances are optional and may be requested through the Town Manager's Office using the space provided for on the Travel Authorization and Advance Form.
4. To ensure that the travel advance is ready, the Town Manager's Office must receive the request at least two (2) weeks before the date of travel. Requests received later than two (2) weeks before the date of travel may result in the advance not being ready and available prior to the elected official's departure.
5. Travel advances will be sent via direct deposit to the elected official on the last business day of the week prior to the date of departure.

After Travel

1. An Expense Report must be submitted to the Town Manager's Office if the travel advance includes any unsubstantiated expenses. Advances for parking, toll, cab fare, and all related expenses, are examples of unsubstantiated expenses. A receipt for these types of expenses must be obtained and submitted with the Expense Report following the conclusion of the trip.
2. An Expense Report is not required if the travel advance was only for mileage and/or meal per diem and there was not an excess advance.
3. Any amount of the advance in excess of the actual allowed travel expenses ("excess advance") must be returned to the Town. Excess advances include when an elected official cancels or shortens the trip or when an elected official receives an advance for a full day per diem and it turns out that the lunch portion was provided by the conference (i.e., included in the registration fee).

Substantiation and Documentation

1. All expenses must have detailed and itemized documentation (receipts, invoices, brochures, etc.) that substantiates the business purpose of the expense.

RECEIPTS ARE NOT REQUIRED FOR PER DIEM.

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Appendix A

Town Council Travel and Training Report

Elected Official Name

Date and Location of Travel or Training

Description of Travel or Training

Total Amount Expended (include airfare, hotel, registration, and all reimbursements)

How did travel or training benefit the citizens of the Town of Parker?
