

**TOWN OF PARKER COUNCIL AGENDA**  
**May 4, 2026**  
**PARKER WATER & SANITATION DISTRICT OFFICES**  
**13939 ANCESTRY DRIVE, PARKER, CO**

**Notes:**

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items do not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Public comment for items that are not on the agenda may be made in person or electronically at <http://parkerCO.gov/CouncilPublicComment>. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

**Public Viewing Only - YouTube:** Town Council meetings may be viewed live on YouTube at [www.youtube.com/townofparkerco](http://www.youtube.com/townofparkerco).

**PLEASE NOTE:** Public participation is NOT available through YouTube.

**1. TOWN COUNCIL MEETING SCHEDULE**

- A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
- D. Council Updates/Work Session - Immediately following Executive Session, if time allows.**

**2. SPECIAL PRESENTATIONS**

- **Teen Court Scholarship Award - Judge White and Teryn Mills**

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

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

5. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - April 20, 2026*

B. *ORDINANCE NO. 5.35.5 - First Reading*

*A Bill for an Ordinance to Amend Title 7 of the Parker Municipal Code by Adding Section 7.06.050 to Authorize Local Enforcement of Vehicle Registration Requirements*

*Department: Town Attorney, Lisa Gramer*

*Second Reading: May 18, 2026*

C. *RESOLUTION NO. 26-034*

*A Resolution Approving the Amendment to the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17A, Project No. 110510) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker*

*Department: Engineering and Public Works, Michael Grabczyk*

D. *RESOLUTION NO. 26-035*

*A Resolution Accepting a Drainage Easement from O'Reilly Auto Enterprises, LLC for a Portion of Lot 1, Parker Pointe Subdivision Filing No. 1*

*Department: Engineering and Public Works, Charles Kudlauskas*

E. *RESOLUTION NO. 26-036*

*A Resolution Accepting a Drainage Easement from MRD3, LLC for a Portion of Lot 2, Cottonwood Highlands Filing No. 2, Amendment No. 4*

*Department: Charles Kudlauskas*

F. *RESOLUTION NO. 26-037*

*A Resolution Approving an Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado, Acting By and Through the Colorado Department of Transportation, Regarding SH 83 (Parker Road) Traffic Signal Maintenance*

*Department: Engineering and Public Works, David Aden*

G. *RESOLUTION NO. 26-038*

*A Resolution to Amend Resolution No. 24-056, Series of 2024, by the Adoption of Supplement 15 of the Town of Parker Records Retention Schedule, and to Amend Supplement 15 with Certain Exceptions*

*Department: Town Clerk, Susan Irvine*

H. *CONTRACTS OVER \$100,000*

1. *Irving Berlin's White Christmas Contract*

*Amount: Payout Based on Ticket Sales Which May Exceed \$100,000*  
*Contractor: Veritas Productions & Theatre Arts*  
*Department: Cultural, Carrie Glassburn*

2. *Jordan Road Intersection Improvements CIP25-032*

*Amount: \$288,009.89*  
*Contractor: Western Plains Construction*  
*Department: Engineering and Public Works, Nathan Klass*

3. *Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction CIP 26-014*

*Amount: \$779,540*  
*Contractor: TALL Contracting & Consulting Co.*  
*Department: Engineering and Public Works, Nathan Klass*

4. *Purchase of Additional Portable and Mobile Radios for Police Department*

*Amount: \$98,997.13 - Addition to a previous Public Works Purchase*  
*Contractor: Motorola Solutions*  
*Department: Police, Ron Combs*

5. *Professional Services Agreement for Town Hall Moving Services*

*Amount: \$132,614.40*  
*Contractor: Buehler Moving Companies (BMC)*  
*Department: Engineering and Public Works, Bob Exstrom*

6. *2026 Townwide Pole Painting Projects*

*Amount: \$106,955.85*  
*Contractor: OLS Restoration, Inc.*  
*Department: Engineering and Public Works, Eli Vidales*

7. *E-470/Parker Road/Twenty Mile Road Mobility Improvements Final Design (CIP25-029)*

*Amount: \$460,126*  
*Contractor: Felsbug Holt & Ullevig*  
*Department: Engineering and Public Works, Chris Hudson*

6. **ORDINANCES**

A. **ORDINANCE NO. 1.61.2 - Second Reading**

**A Bill for an Ordinance Repealing and Replacing Chapter 2.05 of the Parker Municipal Code Concerning the Code of Ethics for the Mayor, Town Council, and Boards and Commissions of the Town of Parker**

**Department: Town Attorney, Kelsey Hall**

- B. ORDINANCE NO. 5.06.42.4 - Second Reading**  
**A Bill for an Ordinance to Amend Chapter 7.03 of the Parker Municipal Code Concerning**  
**Restrictions on the Use of Certain Vehicles**  
**Department: Town Attorney, Jamie Wynn**

**7. PUBLIC COMMENTS CONTINUED IF NECESSARY**

**8. ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

May 4, 2026

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

*and*

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

1. Discussion Regarding Pick N’ Tap application to participate in the Town’s Tax and Fee Assistance Program (TAP) pursuant to Parker Municipal Code 4.02, and related legal considerations
2. Requested amendment to Annexation Agreement between the Town and Douglas County Associates, LLLP, and Ordinance No. 3.331, Series of 2017, concerning real property commonly known as Highlands at Kings Point (the “Property”) to permit rezoning of the Property

**TOWN OF PARKER COUNCIL  
MINUTES  
APRIL 20, 2026**

Mayor Joshua Rivero called the meeting to order at 6:26 p.m. All Councilmembers were present.

Town Attorney Jamie Wynn announced that there was one topic for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The topic was a discussion regarding a Thornton and Northglenn lawsuit concerning state land use bills and legal considerations for Parker joining in the litigation.

**EXECUTIVE SESSION**

Brandi Wilks moved and Erik Frandsen seconded to enter into Executive Session at 6:27 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion carried unanimously.

Erik Frandsen moved and Brandi Wilks seconded to come out of the Executive Session at 6:47 p.m.

The motion carried unanimously.

**COUNCIL UPDATES/WORK SESSION**

No Work Session was held.

Brandi Wilks moved and Erik Frandsen seconded to recess the regular meeting until 7:00 p.m.

The motion carried unanimously.

**REGULAR MEETING**

Mayor Rivero reconvened the meeting at 7:00 p.m.

Mayor Rivero led the Council and audience in the Pledge of Allegiance.

**SPECIAL PRESENTATIONS**

***PROCLAMATION - National Crime Victims' Rights Week - Covered Colorado***

Mayor Rivero read the National Victims' Rights Week Proclamation into the record. Heather Johnson from Covered Colorado thanked the Town Council for recognizing crime victims, particularly those of human trafficking.

**PUBLIC COMMENTS**

None.

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

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

**CONSENT AGENDA**

- A. *APPROVAL OF MINUTES - April 6, 2026*
- B. *ORDINANCE NO. 1.61.2 - First Reading*  
*A Bill for an Ordinance Repealing and Replacing Chapter 2.05 of the Parker Municipal Code Concerning the Code of Ethics for the Mayor, Town Council, and Boards and Commissions of the Town of Parker*  
*Department: Town Attorney, Kelsey Hall*  
*Second Reading: May 4, 2026*
- C. *ORDINANCE NO. 5.06.42.4 - First Reading*  
*A Bill for an Ordinance to Amend Chapter 7.03 of the Parker Municipal Code Concerning Restrictions on the Use of Certain Vehicles*  
*Department: Town Attorney, Jamie Wynn*  
*Second Reading: May 4, 2026*
- D. *RESOLUTION NO. 26-033*  
*A Resolution Accepting a Drainage Easement from Plaza Street Fund 106, LLC for a Portion of Lot 2, Lincoln Professional Park Filing No. 1*  
*Department: Engineering and Public Works, Charles Kudlauskas*
- E. *CONTRACTS OVER \$100,000*
1. *Microsoft Enterprise Agreement Renewal*  
*Amount: \$252,943.54*  
*Contractor: Dell Technology*  
*Department: Information Technology, Matt Lynch*
2. *Development Construction Inspection Services*  
*Amount: \$184,660*  
*Contractor: Alfred Benesch & Company*  
*Department: Engineering & Public Works, Alex Mestdagh*

Brandi Wilks moved and Anne Barrington seconded to approve Consent Agenda Items 5A through 5E.

A roll call vote was taken:

Todd Hendreks - yes  
 Anne Barrington - yes  
 Brandi Wilks - yes  
 John Diak - yes  
 Erik Frandsen - yes  
 Laura Hefta - yes

The motion was approved unanimously.

## **TOWN MANAGER - Spring 2026 Town Manager Report**

The Spring 2026 Town Manager's Report was provided to Town Council as part of the Council packet and is available on the Town's website and social media.

### **ORDINANCES**

#### **A. Newlin Crossing Filing No. 3 Tracts Ownership Clarification**

**Department: Engineering and Public Works, Alex Mestdagh**

Passage of this ordinance and two resolutions clarified ownership of several parcels within the Newlin Crossing Filing No. 3 subdivision between the Town and the developers of the subdivision, Millrose Properties Colorado, LLC, and 98 W. Parker, LLLP.

**Public Comments:** None.

#### **1. ORDINANCE NO. 1.670 - Second Reading**

**A Bill for an Ordinance Conveying Certain Real Property by Quitclaim Deed for Tracts G and H, Newlin Crossing Filing No. 3 to 98 W. Parker, LLLP**

Brandi Wilks moved and Todd Hendreks seconded to approve Ordinance No. 1.670 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

#### **2. RESOLUTION NO. 26-031**

**A Resolution Accepting a Quitclaim Deed from 98 W. Parker, LLLP, Conveying Tract P, Newlin Crossing Filing No. 3**

Todd Hendreks moved and Brandi Wilks seconded to approve Resolution No. 26-031, as part of the regular agenda.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

**3. RESOLUTION NO. 26-032****A Resolution Accepting a Quitclaim Deed from Millrose Properties Colorado, LLC, Conveying Tracts D, J, and P, Newlin Crossing Filing No. 3**

Brandi Wilks moved and Erik Frandsen seconded to approve Resolution No. 26-032, as part of the regular agenda.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

**B. ORDINANCE NO. 1.672 - Second Reading****A Bill for an Ordinance Conveying a Water Pipeline Easement to the Parker Water and Sanitation District Over a Portion of Lot 1, Enclave Property Filing No. 2**

**Department: Engineering and Public Works, Alex Mestdagh**

Passage of this ordinance dedicated a permanent waterline easement to Parker Water and Sanitation District (PWSD) over a portion of Lot 1, Enclave Property Filing No. 2.

Alex Sofranko spoke on behalf of PWSD and answered questions from Town Council.

**Public Comments:** None.

Brandi Wilks moved and Erik Frandsen seconded to approve Ordinance No. 1.672 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

**ADJOURNMENT**

Mayor Rivero adjourned the meeting at 7:41 p.m.



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Lisa Gramer, Assistant Town Attorney

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

**Title:** **ORDINANCE NO. 5.35.5 - First Reading**  
**A Bill for an Ordinance to Amend Title 7 of the Parker Municipal Code by Adding Section 7.06.050 to Authorize Local Enforcement of Vehicle Registration Requirements**

**Department:** Town Attorney, Lisa Gramer

**Second Reading:** May 18, 2026

### **EXECUTIVE SUMMARY**

---

In 2025, the Colorado General Assembly passed HB25-1112, Local Authorities Enforce Vehicle Registration, authorizing local governments to enforce the state requirement that a vehicle, trailer, semitrailer, or motor vehicle (collectively referred to as "vehicle") be registered with Colorado's Department of Revenue. Ordinance No. 5.35.5 allows the Town to prosecute vehicle registration violations in the municipal court and sets forth the reasons the municipal court may dismiss a violation. Specifically, a court may dismiss a violation for failing to register a vehicle if: (1) the vehicle was unregistered for no more than 4 months at the time of the violation; (2) the owner registered the vehicle before the owner's first court date; and the owner pays a \$30 administrative dismissal fee. Ordinance No. 5.35.5 also requires that a peace officer, charging a person for a vehicle registration violation, must notify the defendant of the opportunity to have the charged dismissed by the court. Any person cited for a vehicle registration violation, who does not meet the dismissal requirements, may be fined up to \$499.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

In 2025, the General Assembly passed HB25-1112, removing the prohibition on local authorities from enacting regulations governing the registration of vehicles from C.R.S. § 42-4-110(1)(b). Municipalities may now pass ordinances that allow for the enforcement of vehicle registration requirements in municipal court. Ordinance No. 5.35.5, sets forth the authority for the Town to enforce vehicle registration requirements in our Municipal Court. Although the goal of this ordinance is to improve vehicle registration compliance, there is a penalty provision for defendants who either do not qualify for the dismissal process or fail to bring their registration into compliance.

**FINANCIAL IMPACT**

---

There is little financial impact on the Town, as enforcement of the ordinance falls within the scope of the Parker Police Department's traffic enforcement duties. Although a fine amount for a violation, if convicted, is up to \$499, the intent of the ordinance is not to generate revenue. The fine amount is left to the discretion of the Municipal Court. Additionally, for violations that complete the dismissal process, a \$30 administrative dismissal fee is required to offset the cost to the municipal court.

**STRATEGIC GOAL(S)**

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

---

1. Ordinance No. 5.35.5

**RECOMMENDED MOTION**

---

I move to introduce Ordinance No. 5.35.5 on first reading, as part of the consent agenda, and to schedule second reading for May 18, 2026.

**ORDINANCE NO. 5.35.5, Series of 2026**

**TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 7 OF THE PARKER MUNICIPAL CODE BY ADDING SECTION 7.06.050 TO AUTHORIZE LOCAL ENFORCEMENT OF VEHICLE REGISTRATION REQUIREMENTS**

WHEREAS, the Town of Parker (“Town”), is a home rule municipality organized and existing under Article XX, Section 6 of the Colorado Constitution;

WHEREAS, Title 7 of the Parker Municipal Code sets forth various provisions addressing the use of vehicles within the boundaries of the Town;

WHEREAS, in 2025, by enacting HB25-1112, the Colorado General Assembly removed the prohibition on local authorities from enacting regulations governing the registration of vehicles from C.R.S. § 42-4-110(1)(b);

WHEREAS, the Town desires to amend Title 7 to allow the enforcement of vehicle registration violations in municipal court as permitted by C.R.S. § 42-4-110, as amended.

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

Section 1. New Section. Other Offenses the Parker Municipal Code is amended by adding a new Section 7.06.050, entitled “Vehicle Registration Violations – dismissal upon compliance – notice required,” to read as follows:

7.06.050 – Registration violations- dismissal upon compliance – notice required.

(1) It shall be unlawful for any person to operate or park a vehicle, trailer, semitrailer, or motor vehicle upon any public street, alley, roadway, highway, or other public right of way within the Town of Parker, when such vehicle does not display current license plates with visible and valid year and month registration tabs as required by C.R.S. §§ 42-3-103 and 42-3-114.

(2) A court may dismiss a violation for failing to register a vehicle, trailer, semitrailer, or motor vehicle in violation of this section if:

- (a) The vehicle, trailer, semitrailer, or motor vehicle was unregistered for no more than four months at the time of the violation;
- (b) The owner registered the vehicle, trailer, semitrailer, or motor vehicle before the owner's first court date as listed on the citation or summons; and
- (c) The owner pays to the court a thirty-dollar administrative dismissal fee if the court is a municipal court.

(3) A peace officer who charges a person for a violation described in subsection (1) of this section must notify the defendant of the opportunity to have the charge dismissed by the court, if the registration that led to the citation or summons is expired for four months or less at the time of the violation and if registration is renewed prior to the first court date listed on the citation or summons, by either:

(a) Oral means if notification by electronic means on the citation is not implemented;  
or

(b) Electronic means on the citation if implemented.

(4) Any person convicted of a violation of subsection (1) of this section shall be subject to a fine not to exceed four hundred ninety-nine dollars (\$499.00).

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative objective sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

---

Jamie Wynn, Town Attorney



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Michael Grabczyk, Project Engineer

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

**Title:** **RESOLUTION NO. 26-034**  
**A Resolution Approving the Amendment to the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17A, Project No. 110510) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

**Department:** **Engineering and Public Works, Michael Grabczyk**

### **EXECUTIVE SUMMARY**

---

The Town of Parker, the Mile High Flood District (MHFD), and the Cherry Creek Basin Water Quality Authority (CCBWQA) have identified Cherry Creek at Mainstreet as a reach of major drainageway requiring repair and rehabilitation to support existing and future Town growth. The Town, MHFD, and CCBWQA intend to partner in funding and managing the design and construction of the improvements by executing an intergovernmental agreement (IGA).

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town of Parker, the MHFD, and the CCBWQA have partnered previously to design and construct several major drainage projects within the Cherry Creek corridor. This reach has been identified as unstable with various locations of bank erosion, undefined flow paths, and frequent impacts to trail service. This IGA will combine funding from both the Town, MHFD, and CCBWQA to advance design on the overall project reach, which spans approximately 6,000 linear feet. A conceptual design and final design on the first prioritized reach will take place through 2026.

### **FINANCIAL IMPACT**

---

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2026 budget approved by Town Council. The 2026 contributions will fund final design of the project. The Town, MHFD, and CCBWQA will provide additional funding in 2027, as necessary, to meet the estimated construction costs determined during design.

**IGA Amd #1 Funding**

Town of Parker: \$125,000  
MHFD: \$250,000  
CCBWQA: \$125,000

**Total IGA Funding**

Town of Parker: \$225,000  
MHFD: \$350,000  
CCBWQA: \$125,000

**STRATEGIC GOAL(S)**

---



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

---

1. Location Map - Cherry Creek at Mainstreet
2. Resolution No. 26-034

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 26-034, as part of the consent agenda.

# Cherry Creek at Mainstreet



## Stormwater

- |  |                     |  |                              |
|--|---------------------|--|------------------------------|
|  | Inlet               |  | Storm Pipe                   |
|  | Inlet - by Others   |  | Storm Pipe - by Others       |
|  | Outfall             |  | Culvert                      |
|  | Outfall - by Others |  | Culvert - by Others          |
|  | Manhole             |  | Channel or Swale             |
|  | Manhole - by Others |  | Channel or Swale - by Others |

## Other Features

- |  |                            |
|--|----------------------------|
|  | Drop or Check              |
|  | Drop or Check - by Others  |
|  | Streams                    |
|  | Pond                       |
|  | Pond - by Others           |
|  | Retention Pond             |
|  | Retention Pond - by Others |

- |  |                            |
|--|----------------------------|
|  | Floodway                   |
|  | 100 Year Floodplain        |
|  | Riparian Conservation Zone |
|  | Maintenance Regions        |
|  | Town Boundary              |

\* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

**RESOLUTION NO. 26-034 , Series of 2026**

**TITLE: A RESOLUTION APPROVING THE AMENDMENT TO THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT MAINSTREET (AGREEMENT NO. 25-08.17A, PROJECT NO. 110510) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER**

WHEREAS, the Town of Parker previously approved an agreement regarding the design and construction of drainage and flood control improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17, Project No. 110510) by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker pursuant to Ordinance No. 9.394, Series of 2025, adopted by the Town Council on November 3, 2025;

WHEREAS, the parties now desire to amend the agreement (Agreement No. 25-08.17A) to modify the scope and funding of the project as set forth in **Exhibit 1**;

WHEREAS, the Town Council finds that approval of the amendment is in the best interests of the Town and its residents.

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

Section 1. Approval of Amendment. The Town Council of the Town of Parker hereby approves the Amendment to the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet (Agreement No. 25-08.17A, Project No. 110510) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as Exhibit 1 and incorporated herein by this reference.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
John Diak, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

AMENDMENT TO  
AGREEMENT REGARDING  
DESIGN AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
CHERRY CREEK AT MAINSTREET

Agreement No. 25-08.17A  
Project No. 110510

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Mainstreet" (Agreement No. 25-08.17) dated November 13, 2025, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES desire to add Cherry Creek Basin Water Quality Authority (hereinafter called "CCBWQA") as an additional PROJECT SPONSOR to the AGREEMENT and to include CCBWQA as a Party to this FIRST AMENDMENT; and

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

WHEREAS, PARTIES desire to increase the level of funding by \$500,000.00; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 7, Series of 2026); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. Paragraph 1.04. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

1.04. PROJECT COSTS AND ALLOCATION OF COSTS

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

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$700,000.00 without amendment to this AGREEMENT.

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

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1.	Final Design	\$ 300,000.00	\$ 200,000.00
2.	Construction*	\$ 400,000.00	\$ -0-
3.	Contingency	\$ -0-	\$ -0-
	Grand Total	\$ 700,000.00	\$ 200,000.00

\*This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$100,000.00	\$250,000.00	\$350,000.00
TOWN	32.14%	\$100,000.00	\$125,000.00	\$225,000.00
CCBWQA	17.86%	-0-	\$125,000.00	\$125,000.00
TOTAL	100.00%	\$200,000.00	\$500,000.00	\$700,000.00

2. Paragraph 1.05. MANAGEMENT OF FINANCES is deleted and replaced as follows:

1.05. MANAGEMENT OF FINANCES

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

Payment of each PARTY's full share (TOWN - \$225,000.00; CCBWQA - \$125,000.00; DISTRICT - \$350,000.00) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.06)

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000, which are not committed, obligated, or disbursed, each

party shall be refunded proportional to the PARTY'S contribution; or at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

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

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

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

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Checked By

\_\_\_\_\_  
Checked By

\_\_\_\_\_  
Checked By

TOWN OF PARKER

By: \_\_\_\_\_

John Diak, Mayor Pro Tem

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk's Office

APPROVED AS TO FORM AND SUFFIECIENCY:

\_\_\_\_\_  
Town Attorney's Office

\_\_\_\_\_  
Checked By

CHERRY CREEK BASIN WATER QUALITY  
AUTHORITY

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Charles Kudlauskas, Senior Development Review Engineer

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

**Title:** **RESOLUTION NO. 26-035**  
**A Resolution Accepting a Drainage Easement from O'Reilly Auto Enterprises, LLC for a Portion of Lot 1, Parker Pointe Subdivision Filing No. 1**  
**Department: Engineering and Public Works, Charles Kudlauskas**

### **EXECUTIVE SUMMARY**

---

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot wide portion of Lot 1, Parker Pointe Subdivision Filing No. 1.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town's Stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 1, Parker Pointe Subdivision Filing No. 1. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

### **FINANCIAL IMPACT**

---

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

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

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

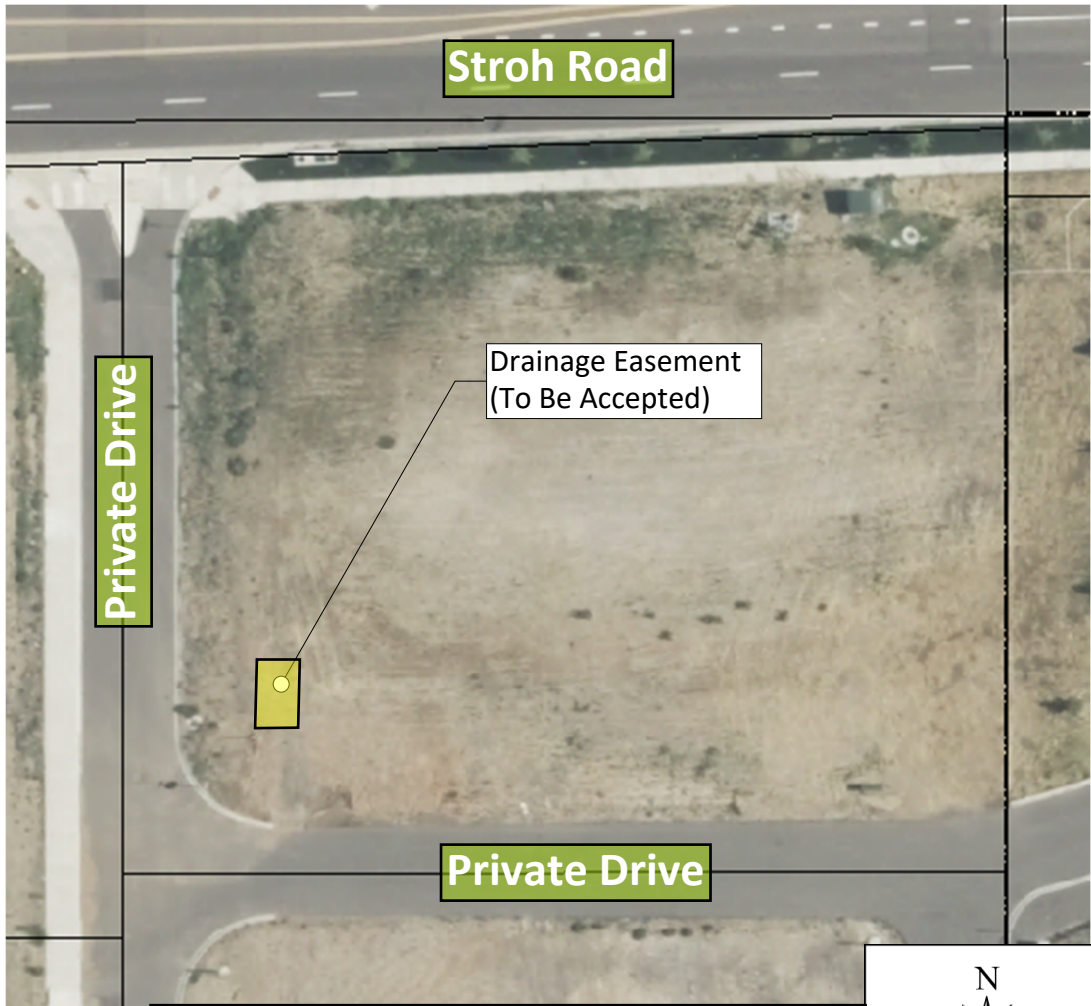
---

1. Vicinity Map
2. Resolution No. 26-035

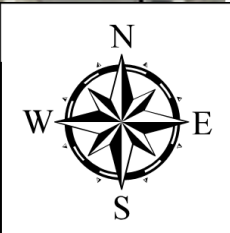
**RECOMMENDED MOTION**

---

I move to approve Resolution No. 26-035, as part of the consent agenda.



Lot 1, Parker Pointe F1  
Drainage Easement  
Vicinity Map



**RESOLUTION NO. 26-035 , Series of 2026**

**TITLE:       A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM  
O'REILLY AUTO ENTERPRISES, LLC FOR A PORTION OF LOT 1,  
PARKER POINTE SUBDIVISION FILING NO. 1**

WHEREAS, O'Reilly Auto Enterprises, LLC ("Grantor") is the owner of certain real property located within a portion of Lot 1, Parker Pointe Subdivision Filing No. 1, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Drainage Easement Agreement grants to the Town of Parker ("the Town") an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance.       The Town Council hereby accepts the Drainage Easement Agreement from O'Reilly Auto Enterprises, LLC, granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over a portion of Lot 1, Parker Pointe Subdivision Filing No. 1, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

---

Chris Vanderpool, Town Clerk

**DRAINAGE EASEMENT AGREEMENT**

THIS DRAINAGE EASEMENT AGREEMENT (the “Easement Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between O’REILLY AUTO ENTERPRISES, LLC, a Delaware Limited Liability Company, having an address of 1209 Orange St, Wilmington, Delaware 19801 (“Grantor”), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (“Grantee”).

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the “Drainage Facilities”) within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** (“Easement Property”), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker’s Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker’s Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property identified on **Exhibit A**. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

**GRANTOR: O'REILLY AUTO ENTERPRISES, LLC, a Delaware Limited Liability Company**

\_\_\_\_\_  
Phil Hopper, Senior Vice President of Real Estate

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Phil Hopper, as Senior Vice President of Real Estate, of O'Reilly Auto Enterprises, LLC, a Delaware Limited Liability Company.

My commission expires: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

**GRANTEE: TOWN OF PARKER**

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney

Exhibit "A"

Legal Description

A piece of land located in the Northeast Quarter (NE1/4) of Section 3, Township 7 South, Range 66 West of the 6th Principal Meridian, Town of Parker, County of Douglas, State of Colorado, being a portion of Lot 1, Parker Pointe Subdivision Filing No.1, recorded January 7th, 2022 at Reception Number 2022001733, Official Records of Douglas County, being more particularly described as follows:

**Commencing** at the Northeast corner of said Section 3 and considering the North line of the Northeast Quarter of said Section 3 as an assumed bearing of North 89° 33' 14" East with all bearings contained herein relative thereto;

Thence along the East line of said Northeast Quarter of Section 3, South 00° 09' 20" East a distance of 33.18 feet to a point on the South right-of-way line of Stroh Road, being also the Northeast Corner of said Lot 1;

Thence along said Southerly right-of-way line and along the Northerly line of said Lot 1 South 87° 38' 41" West a distance of 175.17 feet to a point on the Easterly line of an existing multi-use easement as dedicated on said Parker Point Subdivision Filing No. 1 Plat;

Thence departing said Southerly right-of-way line and Northerly line of Lot 1, along said Easterly easement line South 10° 59' 29" West a distance of 109.40 feet;

Thence continuing along said Easterly easement line South 00° 09' 20" East a distance of 35.49 feet to the **Point of Beginning**;

Thence departing said Easterly easement line North 89° 50' 40" East 9.06 feet;

Thence South 00° 09' 20" East 14.00 feet;

Thence South 89° 50' 40" West 9.06 feet to the Easterly line of said easement;

thence North 00° 09' 20" West 14.00 feet along the Easterly line of said easement to the **Point of Beginning**.

Containing 127 square feet or 0.003 acres more or less.

I, Vladislav D. Skrejev, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the above Legal Description was prepared under my responsible charge and on the basis of my knowledge, information, and belief is correct.



Vladislav Skrejev, PLS 38705

# EXHIBIT "B"

NORTH 1/4 CORNER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., FOUND 3 1/4" ALUMINUM CAP STAMPED LS 29761

POINT OF COMMENCEMENT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., FOUND 2IN ALUMINUM CAP STAMPED PLS 22561

(BASIS OF BEARINGS)  
N 89°33'14" E 2648.33'

N'LY LINE NE 1/4 SEC. 3

STROH ROAD

S 87°38'41" W 230.03'

S 87°38'41" W 175.17' (TIE)

S 0°09'20" E 33.18' (TIE)

EASTERLY LINE OF MULTI-USE EASEMENT REC.# 2022001733

10' IREA EASEMENT REC.NO.2022001733

30' PARKER WATER & SANITATION EXCLUSIVE EASEMENT (REC. No. 2019029512)

LOT 1  
PARKER POINTE SUBDIVISION FILING NO.1

STORM DRAIN EASEMENT  
127 SF  
0.003 AC

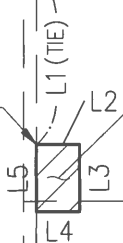
15' CORE ELECTRIC COOPERATIVE UTILITY UNDERGROUND ACCESS EASEMENT.  
REC.NO.2023019168

N 0°09'20" W 184.90'

S 10°59'29" W 109.40' (TIE)

S 0°09'20" E 193.73'

P.O.B.



S 89°50'40" W 229.86'



SCALE: 1" = 40'

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S0° 09' 20"E	35.49
L2	N89° 50' 40"E	9.06
L3	S0° 09' 20"E	14.00
L4	S89° 50' 40"W	9.06
L5	N0° 09' 20"W	14.00

### LEGEND:

- LOT LINE
- ADJOINING LOT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE
- EASEMENT AREA
- P.O.B. POINT OF BEGINNING

## STORM DRAIN EASEMENT EXHIBIT

O'REILLY AUTO PARTS (PK2)  
STROH ROAD PARKER, COLORADO



320 North Lincoln Avenue  
Loveland, CO 80537

p: 970.613.1447  
www.tait.com

ENGINEERING ENVIRONMENTAL BUILDING LAND

Santa Ana Sacramento Denver Dallas  
San Luis Obispo Riverside Boise



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Charles Kudlauskas, Senior Development Review Engineer

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

**Title:** **RESOLUTION NO. 26-036**  
**A Resolution Accepting a Drainage Easement from MRD3, LLC for a Portion of Lot 2, Cottonwood Highlands Filing No. 2, Amendment No. 4**  
**Department:** Charles Kudlauskas

### EXECUTIVE SUMMARY

---

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot wide portion of land across Lot 2, Cottonwood Highlands Filing No. 2, Amendment No. 4.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

The Town's Stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 2, Cottonwood Highlands Filing No. 2, Amendment No. 4. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

### FINANCIAL IMPACT

---

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

### STRATEGIC GOAL(S)

---



### ATTACHMENTS

---

1. Vicinity Map
2. Resolution No. 26-036

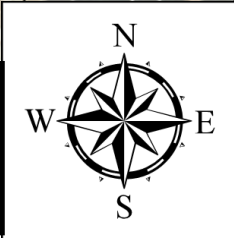
**RECOMMENDED MOTION**

---

I move to approve Resolution No. 26-036, as part of the consent agenda.



Lot 2, Cottonwood Highlands F2 AMD4  
Drainage Easement  
Vicinity Map



**RESOLUTION NO. 26-036 , Series of 2026**

**TITLE: A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM MRD3, LLC FOR A PORTION OF LOT 2, COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4**

WHEREAS, MRD3, LLC (“Grantor”) is the owner of certain real property located within a portion of Lot 2, Cottonwood Highlands Filing No. 2, Amendment No. 4, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Drainage Easement Agreement grants to the Town of Parker (“the Town”) an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council hereby accepts the Drainage Easement Agreement from MRD3, LLC, granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over a portion of Lot 2, Cottonwood Highlands Filing No. 2, Amendment No. 4 as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

---

Chris Vanderpool, Town Clerk

## DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the “Easement Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between MRD3, LLC, having an address of 8547 E. Arapahoe Road, Suite J #249, Greenwood Village, Colorado 80112 (“Grantor”), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (“Grantee”).

### RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the “Drainage Facilities”) within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** (“Easement Property”), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker’s Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker’s Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property identified on **Exhibit A**. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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



## EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 2, COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4, AS FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2025015271; SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4, THENCE N60°42'14"E A DISTANCE OF 367.47 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE WEST BOUNDARY OF A DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF SAID COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4; THENCE ALONG THE WEST BOUNDARY OF SAID DRAINAGE EASEMENT, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1520.00 FEET, AN ARC LENGTH OF 25.52 FEET, A CENTRAL ANGLE OF 00°57'44", AND A CHORD BEARING N00°43'43"W A DISTANCE OF 25.52 FEET; THENCE N77°39'07"E A DISTANCE OF 10.19 FEET TO A POINT ON THE EAST BOUNDARY OF SAID LOT 2; THENCE ALONG THE BOUNDARY OF SAID LOT 2, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1530.00 FEET, AN ARC LENGTH OF 25.52 FEET, A CENTRAL ANGLE OF 00°57'20", AND A CHORD BEARING S00°48'20"E A DISTANCE OF 25.52 FEET; THENCE S77°39'07"E A DISTANCE OF 10.23 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 255 SQUARE FEET, 0.0059 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:  
DON LAMBERT, PLS 30830  
FOR AND ON BEHALF OF Esi land surveying, llc



SHEET 1 OF 2

*Esi land  
surveying, llc*

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113

EXHIBIT A

LOT 3

TRACT A

COTTONWOOD HIGHLANDS  
FILING NO. 2, AMENDMENT NO. 4

REC. NO. 2025015271

TRACT A

LOT 2

N60°42'14"E  
367.47'

N77°39'07"E  
10.19'

10' DRAINAGE  
EASEMENT  
REC. NO. 2025015271  
EX. #39

L=25.52'  
R=1520.00'  
Δ=0°57'44"  
CH=N0°43'43"W  
25.52'

L=25.52'  
R=1530.00'  
Δ=0°57'20"  
CH=S0°48'20"E  
25.52'

S77°39'07"W  
10.23'

POINT OF  
BEGINNING

30' COTTONWOOD  
WATER & SAN DIST  
EASEMENT  
REC. NO. 2024053301  
EX. #38

25' DRAINAGE  
EASEMENT  
REC. NO. 2025015271  
EX. #39

CHAMBERS ROAD  
(140' WIDE PUBLIC RIGHT OF WAY)

POINT OF  
COMMENCEMENT

LOT 1

*Esi land  
surveying, llc*

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113



Scale: 1" = 50'



## EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 2, COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4, AS FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2025015271; SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4, THENCE N81°36'42"E A DISTANCE OF 156.41 FEET TO THE POINT OF BEGINNING; THENCE N11°36'50"E A DISTANCE OF 25.00 FEET; THENCE S78°20'29"E A DISTANCE OF 78.81 FEET; THENCE N12°23'24"E A DISTANCE OF 38.68 FEET; THENCE S82°04'22"E A DISTANCE OF 47.50 FEET TO A POINT ON THE WEST BOUNDARY OF A DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF SAID COTTONWOOD HIGHLANDS FILING NO. 2, AMENDMENT NO. 4; THENCE S08°30'00"W, ALONG THE WEST BOUNDARY OF SAID DRAINAGE EASEMENT, A DISTANCE OF 25.00 FEET; THENCE N82°04'22"W A DISTANCE OF 24.12 FEET; THENCE S12°23'29"W A DISTANCE OF 40.24 FEET; THENCE N78°20'29"W A DISTANCE OF 103.48 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 4160 SQUARE FEET, 0.0955 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:  
DON LAMBERT, PLS 30830  
FOR AND ON BEHALF OF Esi land surveying, llc



SHEET 1 OF 2

*Esi land  
surveying, llc*

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113

EXHIBIT A

LOT 3

TRACT A

COTTONWOOD HIGHLANDS  
FILING NO. 2, AMENDMENT NO. 4

REC. NO. 2025015271

10' DRAINAGE  
EASEMENT  
REC. NO. 2025015271  
EX. #39

30' COTTONWOOD  
WATER & SAN DIST  
EASEMENT  
REC. NO. 2024053301  
EX. #38

LOT 2

TRACT A

CHAMBERS ROAD  
(140' WIDE PUBLIC RIGHT OF WAY)

S82°04'22"E  
47.50'

N12°23'29"E  
38.68'

S08°30'00"W  
25.00'

N11°36'50"E  
25.00'

POINT OF  
BEGINNING

S78°20'29"E  
78.81'

N82°04'22"W  
24.12'

N81°36'42"E  
156.41'

POINT OF  
COMMENCEMENT

N78°20'29"W  
103.48'

S12°23'29"W  
40.24'

25' DRAINAGE  
EASEMENT  
REC. NO. 2025015271  
EX. #39

LOT 1

*Esi land  
surveying, llc*

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113



Scale: 1" = 50'





## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** David Aden, Traffic Division Manager

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

**Title:** **RESOLUTION NO. 26-037**  
**A Resolution Approving an Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado, Acting By and Through the Colorado Department of Transportation, Regarding SH 83 (Parker Road) Traffic Signal Maintenance**

**Department:** Engineering and Public Works, David Aden

### **EXECUTIVE SUMMARY**

---

This resolution is to approve an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) for the Town of Parker to perform operation and maintenance of the traffic signals on Parker Road (SH83). CDOT will reimburse the Town for this service at a rate of \$56,280 per year.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

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 Road and Parkglenn Way. The Town will receive a modest increase in the reimbursement rate over the expiring 2021 agreement.

**FINANCIAL 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.

**STRATEGIC GOAL(S)**

---



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

---

1. Resolution No. 26-037

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 26-037, as part of the consent agenda.

**RESOLUTION NO. 26-037 , Series of 2026**

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, REGARDING SH 83 (PARKER ROAD) TRAFFIC SIGNAL MAINTENANCE**

WHEREAS, the Town of Parker and the State of Colorado, acting by and through the Colorado Department of Transportation (“CDOT”), desire to enter into a new intergovernmental agreement regarding traffic signal maintenance along SH 83 (Parker Road), attached hereto as **Exhibit 1** (the “Agreement”);

WHEREAS, the Town and CDOT previously entered into an intergovernmental agreement regarding the same subject matter as the Agreement, which was approved by the Town Council through the passage of Ordinance No. 9.331, Series of 2021, on May 17, 2021 (the “Previous Agreement”).

WHEREAS, the Agreement will replace the Previous Agreement.

WHEREAS, the Town Council finds that entering into this Agreement is in the best interests of the Town and its residents.

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

Section 1. Approval of Agreement. The Town Council hereby approves the Intergovernmental Agreement between the Town of Parker and the State of Colorado acting by and through the Colorado Department of Transportation, attached hereto as Exhibit 1 and incorporated herein by this reference.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

(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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**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**

**STATE OF COLORADO**

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

By: \_\_\_\_\_  
\*Signature

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer

Date: \_\_\_\_\_

**2<sup>nd</sup> 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 10<sup>th</sup> 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](http://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](http://codot.gov)





**COLORADO**

**Department of Transportation**

Division of Accounting and Finance

- 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.





# COLORADO

## Department of Transportation

Division of Accounting and Finance

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

2829 W. Howard Place Denver, CO 80204-2305 Phone 303-757-9011 [codot.gov](http://codot.gov)





# COLORADO

## Department of Transportation

Division of Accounting and Finance

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)

<b>Date:</b> _____	<b>State Fiscal Year:</b> _____	<b>Option Letter No.</b> _____	<b>Routing #</b> _____
--------------------	---------------------------------	--------------------------------	------------------------

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.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Susan Irvine, Deputy Town Clerk

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

**Title:** **RESOLUTION NO. 26-038**  
**A Resolution to Amend Resolution No. 24-056, Series of 2024, by the Adoption of Supplement 15 of the Town of Parker Records Retention Schedule, and to Amend Supplement 15 with Certain Exceptions**

**Department:** Town Clerk, Susan Irvine

### **EXECUTIVE SUMMARY**

---

The Town's retention schedule for Town records is based upon the "Colorado Municipal Records Retention Schedule" (CMRRS). Supplement 15 was recently approved by the State Archivist.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town Council originally adopted the Parker Records Retention Schedule in 2002 with the most recent update of the Retention Schedule being adopted in 2024. The Retention Schedule identifies how long Town records will be retained. Periodically, the State Archivist, in conjunction with the Records Management Committee for the Colorado Municipal Clerks Association prepares supplements to the Retention Schedule. The purpose of the resolution is to approve Supplement 15.

Items that have been updated or added since Supplement 14 are as follows:

- 55.080.B.1. WEBSITE AND INTRANET RECORDS - Development and Evolution Records – Web Pages - Web Pages and Related Scripts – Internet and Extranet – Home Pages and Indexes - Until superseded or no longer needed for reference, provided there is no historical significance or enduring value.
- 75.030.A. LICENSES, PERMITS AND SUPPORTING DOCUMENTATION - ISSUED TO THE MUNICIPALITY - Childcare Facility Licensing Records - 3 years [CRS 26-6-101, et seq., 8 CCR 1402-7, Rule 2.532]. Retention period was not changed but the statutory citation was corrected.
- 90.080 EMPLOYEE RECORDS - TEMPORARY AND SEASONAL; 90.100 GRIEVANCES; 90.110.A.8. & 90.110.D. HEALTH, MEDICAL AND SAFETY RECORDS -. Commercial Drivers' License Records - Training and Education Records - Technicians, Supervisors, Drivers & Safety Training Records; 90.120 I-9 FORMS; 90.130.A. & 90.130.G. JOB RECRUITMENT RECORDS – Advertisement of Job

Opportunities & Recruitment and Interviewing Procedures; 90.140.H. PAYROLL RECORDS - Salary Surveys; and 90.180 TRAINING INFORMATION – 5 years. (These were all changed from 2 or 3 years to 5 years at the request of the State Archivist to match the state retention periods.)

- 105.020.B. SECURITY RECORDS - MUNICIPAL FACILITIES - Recordings and Images Related to Security - Public Areas - 30 days, unless accessed by custodian of records and a log is created and then retain for 3 years.

There are items that staff believes should be maintained differently than what the Retention Schedule states. A list of these exceptions is noted below:

- 15.040.A., B., & C. – In 2023, the Town Council approved Resolution No. 23-052 excepting the Town from the requirement that reports for candidates that are not elected must be kept for ten (10) years. This requirement applies to issue committees, political committees, and small donor committees filing reports. Reports from candidates that are elected must be kept for six years after the elected candidate leaves office. This change became effective on January 1, 2024. The retention, under this exception, is 1 year after the elected candidate leaves office for elected candidates and 1 year from date of filing for unsuccessful candidates, 1 year from filing for independent expenditures, and 1 year from filing for issues committees.
- 55.080.A. - Access Reports - Web Pages - reports tracking hits on the website and intranet. Retention: 1 year.
- 100.080.A.4. Police Records - Arrest Records - Juvenile Offender Arrest Records - As specified by crime type and the retention period set forth pursuant to details outlined under Subsection 100.080.B. Case Records.
- 105.020.B. Security Records – Municipal Facilities – Recordings and Images Related to Security – Public Areas Retention: 90 days, unless accessed by custodian of records and a log is created and then retain for 3 years.
- There are also amendments to Appendix E, Methods of Destruction by the addition of the following language:
  - "Personal Identifying Information, which means a social security number, a personal identification number, a password, a pass code, an official state or government-issued driver's license or identification car number, a government passport number, biometric data as defined in C.R.S. § 24-73-103(1)(a), an employer, student, or military identification number, or a financial transaction device, as defined in C.R.S. § 18-5-701(3), shall be destroyed by shredding, erasing, or otherwise modifying the personal identifying information in the paper or electronic documents to make the personal identifying information unreadable or indecipherable through any means."
  - "Where the destruction of records is performed by a third-party service provider, the Town shall ensure that the provider maintain reasonable security procedures and practices that are appropriate for the records subject to destruction and are reasonably designed to protect the records from unauthorized access, use, modification, disclosure, or destruction."

**FINANCIAL IMPACT**

---

None.

**STRATEGIC GOAL(S)**

---



**ATTACHMENTS**

---

1. Resolution No. 26-038

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 26-038, as part of the consent agenda.

**RESOLUTION NO. 26-038, Series of 2026**

**TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 24-056, SERIES OF 2024, BY THE ADOPTION OF SUPPLEMENT 15 OF THE TOWN OF PARKER RECORDS RETENTION SCHEDULE, AND TO AMEND SUPPLEMENT 15 WITH CERTAIN EXCEPTIONS**

WHEREAS, the Town Council of the Town of Parker adopted the Colorado Municipal Records Retention Schedule (“CMRRS”) as the records retention schedule for the Town of Parker, with certain exceptions (“Parker Records Retention Schedule”);

WHEREAS, the Town Council adopted Supplement 14 of the Parker Retention Schedule by Resolution No. 24-056, Series of 2024, on December 2, 2024;

WHEREAS, the Town Council of the Town of Parker desires to amend Resolution No. 24-056, Series of 2024, to adopt "Supplement No. 15" to the Colorado Model Municipal Records Retention Schedule, as the Town of Parker records retention schedule, with the exceptions identified in this Resolution, and supersedes all prior supplements.

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

Section 1. Adoption of Supplement. The Town Council of the Town of Parker hereby adopts Supplement No. 15 of the Parker Records Retention Schedule, dated November 2025, with the exceptions identified in Sections 2 through 7 of this Resolution, along with its subsequent versions and amendments.

Section 2. Campaign Records Amendment. The Town Council hereby amends Schedule 15.040 of the Parker Records Retention Schedule, which exception is made a part of the Parker Records Retention Schedule, in accordance with HB23-1245, to provide as follows:

**15.040 CAMPAIGN REPORTS AND STATEMENTS**

***A. Candidates***

Affidavits of familiarity with the Fair Campaign Practices Act, candidate committee statements of organization, and campaign contributions and expenditure reports.

***1. Elected Candidates***

Retention: 1 year after elected candidate leaves office (CRS 1-45-112(1)(b))

***2. Unsuccessful Candidates***

Retention: 1 year from date of filing (CRS 1-415-112(1)(b))

**B. Independent Expenditures**

Statements required for persons making independent expenditures in support of or in opposition to a candidate or to convey and political message.

Retention: 1 year from the date of filing of statement (CRS 1-45-112(1)(b))

**C. Issues Committees**

Committee statements of organization and campaign contribution and expenditure reports.

Retention: 1 year from date of filing of report (CRS 1-45-112(1)(b))

Section 3. Website Records Amendment. The Town Council hereby amends Schedule 55.080 of the Parker Records Retention Schedule, which exception is made a part of the Parker Records Retention Schedule, to provide as follows:

**55.080 WEBSITE, INTRANET AND SOCIAL MEDIA RECORDS**

A group of World Wide Web, internal web pages, or social networking websites containing hyperlinks to each other and made available online for responding to public inquiries, providing information, and for third-party comments.

**A. Access Reports and Use Tracking Logs – Website and Intranet**

Reports tracking hits to the website or intranet by internal and external sources.

Retention: 1 year

Section 4. Police Records Amendment. The Town Council hereby amends Paragraph 100.080.A.4. of the Parker Records Retention Schedule, which exception is made a part of the Parker Records Retention Schedule, to provide as follows:

**100.080 POLICE RECORDS**

**A. Arrest Records**

\* \* \*

**4. Juvenile Offender Arrest Records**

Retention: As specified by crime type and the retention period set forth pursuant to details outlined under Subsection 100.080.B., Case Records

Section 5. Security Records Amendment. The Town Council hereby amends Paragraph 105.020.B. of the Parker Records Retention Schedule, which exception is made a part of the Parker Records Retention Schedule, to provide as follows:

**105.020 SECURITY RECORDS – MUNICIPAL FACILITIES**

\* \* \*

**B. Recordings and Images Related to Security – Public Areas**

Video or audio recordings, biometric data or images from security or surveillance cameras, scanning systems or audio recording systems in public areas of municipal buildings or grounds. Security setups vary and recordings may be continuous, stop -frame or random use. Recordings or images may capture date and time indexing information.

Retention: 90 days, unless accessed by custodian of records and a log is created and then retain for 3 years<Amended 11/ 25>

Section 6. Destruction of Personal Identifying Information. The Town Council hereby amends Appendix E, Methods of Destruction, of the Parker Records Retention Schedule, which exception is made a part of the Parker Records Retention Schedule, by the addition of a new paragraph after subparagraph 4 of the Appendix’s first paragraph to provide as follows:

“Personal Identifying Information, which means a social security number, a personal identification number, a password, a pass code, an official state or government-issued driver’s license or identification car number, a government passport number, biometric data as defined in C.R.S. § 24-73-103(1)(a), an employer, student, or military identification number, or a financial transaction device, as defined in C.R.S. § 18-5-701(3), shall be destroyed by shredding, erasing, or otherwise modifying the personal identifying information in the paper or electronic documents to make the personal identifying information unreadable or indecipherable through any means.”

Section 7. Third-Party Destruction. The Town Council hereby amends Appendix E, Methods of Destruction, of the Parker Records Retention Schedule, which exception is made a part of the Parker Records Retention Schedule, by the addition of subparagraph 7 of the Appendix’s last paragraph to provide as follows:

“7. Where the destruction of records is performed by a third-party service provider, the Town shall ensure that the provider maintain reasonable security procedures and practices that are appropriate for the records subject to destruction and are reasonably designed to protect the records from unauthorized access, use, modification, disclosure, or destruction.”

Section 8. Filing with State Archivist. The Town Council of the Town of Parker hereby directs the Town Clerk of the Town of Parker to file a copy of this Resolution with the Colorado State Archivist.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Britni Minichino-Sikora, Program Coordinator

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

**Title:** **Irving Berlin's White Christmas Contract**

**Amount:** **Payout Based on Ticket Sales Which May Exceed \$100,000**

**Contractor:** **Veritas Productions & Theatre Arts**

**Department:** **Cultural, Carrie Glassburn**

### **EXECUTIVE SUMMARY**

---

This agenda item is to request Council approval of a performance agreement with Veritas Productions & Theatre Arts for production services of Irving Berlin's "White Christmas," which will be presented in Parker Arts' 26/27 Season. Town Council previously approved Veritas Productions & Theatre Arts as one of five companies to receive a Statement of Qualifications No. 22-003 (October 13, 2022), the Request for Qualifications No. 25-006 (March 22, 2025), and No. 25-013 (July 25, 2025). For this production, compensation will be split on gross ticket sales between Parker Arts and Veritas Productions & Theatre Arts. Veritas Productions & Theatre Arts has a possibility of a walkout potential of over \$100,000.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

Musicals held at The Schoolhouse have become very popular events over the years. We are thrilled to be presenting Irving Berlin's "White Christmas" this season. Tickets for this show will go on sale to Parker Arts members on June 20, 2026, and to the public on July 21, 2026. If the Town sells out all 18 shows, Veritas Productions & Theatre Arts' gross payout would exceed \$100,000, thus requiring this agreement to be reviewed by Town Council and signed by the Mayor.

### **FINANCIAL IMPACT**

---

Both production expenses and revenue for this theatrical production have been accounted for in the 2026 Cultural budget. The final payout will depend on actual ticket sales, but could exceed \$100,000. This is budgeted for in GL 205-4535-3390.

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

---



**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Tom Gill, Associate Project Manager  
Nathan Klass, Engineering Service Manager

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

**Title:** **Jordan Road Intersection Improvements CIP25-032**

**Amount:** **\$288,009.89**

**Contractor:** **Western Plains Construction**

**Department:** **Engineering and Public Works, Nathan Klass**

### EXECUTIVE SUMMARY

---

The purpose of this agenda item is to approve the construction contract with Western Plains Construction for the Jordan Road Intersection Improvements project for the amount of \$288,009.89.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

The Town opened competitive bids on April 14, 2026, for the Jordan Road Intersection Improvements Project (CIP 25-032). Work includes, but is not limited to, removal of raised medians for turn lane extensions in multiple intersections along Jordan Road, traffic signal modifications, demolition and removal of concrete and asphalt paving.

The Town received bids from two (2) contractors with Western Plains Construction being the lowest responsible bidder. Western Plains Construction has successfully completed similar projects in the past with good results. Staff recommends moving forward with the contract award. The bids were as follows:

HCG Construction	\$436,000.00
Western Plains Construction	\$288,009.89

### FINANCIAL IMPACT

---

This expense is budgeted in the Highway and Streets Capital Projects Fund (301-4310) for 2026.

### STRATEGIC GOAL(S)

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Tom Gill, Associate Project Manager  
Nathan Klass, Engineering Service Manager

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

**Title:** **Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction CIP 26-014**

**Amount:** \$779,540

**Contractor:** TALL Contracting & Consulting Co.

**Department:** Engineering and Public Works, Nathan Klass

### **EXECUTIVE SUMMARY**

---

The purpose of this agenda item is to approve the construction contract with TALL Contracting & Consulting Co. for the CIP26-014 Pine Drive (Parker Square Drive to Rodeo Circle) project for the amount of \$779,540.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town opened competitive bids on April 22, 2026, for the Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction (CIP 26-014). Work includes, but is not limited to concrete pavement demolition, asphalt paving, traffic signal head relocation, subgrade reconditioning, and striping.

The Town received bids from six (6) contractors with TALL Contracting & Consulting Co. being the lowest responsible bidder. TALL Contracting & Consulting Co. has successfully completed similar projects in the past with good results. Staff recommends moving forward with the contract award. The bids were as follows:

Chato's Concrete LLC	\$1,164,878.00
Noraa Concrete Construction Corporation	\$1,135,639.75
Amrize West Central Inc.	\$993,463.40
Elite Surface Infrastructure	\$888,642.75
Western Plains Construction	\$825,488.00
TALL Contracting & Consulting Co.	\$779,540.00

### **FINANCIAL IMPACT**

---

This expense is budgeted in the Highway and Streets Capital Projects Fund (301-4310) for 2026.

**STRATEGIC GOAL(S)**

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY



SUPPORT AN  
ACTIVE COMMUNITY

**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Ron Combs, Deputy Chief of Police

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

**Title:** **Purchase of Additional Portable and Mobile Radios for Police Department**

**Amount:** \$98,997.13 - Addition to a previous Public Works Purchase

**Contractor:** Motorola Solutions

**Department:** Police, Ron Combs

### **EXECUTIVE SUMMARY**

---

Purchase of additional portable and mobile radios for the Parker Police Department.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

Purchase of additional portable and mobile radios for the Parker Police Department.

### **FINANCIAL IMPACT**

---

This purchase is budgeted across several Police division codes for 2026, to include replacement radios and radios for new positions. This purchase, plus previous purchases made by Public Works, will push the contracts for this vendor over \$100,000.

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

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

---

None

### **RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026  
**Submitted By:** Bob Exstrom, Project Manager  
**Reviewed By:** Michelle Kivela, Town Manager  
**Title:** **Professional Services Agreement for Town Hall Moving Services**  
**Amount:** **\$132,614.40**  
**Contractor:** **Buehler Moving Companies (BMC)**  
**Department:** **Engineering and Public Works, Bob Exstrom**

### **EXECUTIVE SUMMARY**

---

This item requests approval to award Buehler Moving Companies (BMC) a final contract for moving services associated with the Town Hall addition and renovation project.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town Hall addition was completed in fall 2025, allowing the TMO, Courts, Legal, IT, Cultural, and Recreation departments to relocate out of the original Town Hall so Phase 2 interior renovations could begin. As part of this transition, BMC removed and stored furniture from these departments for future redeployment into their renovated spaces.

On April 9, 2026, BMC conducted a walkthrough and submitted a detailed scope of work. Their responsibilities will generally include:

- Delivering and reinstalling stored furniture from BMC's warehouse into the renovated Town Hall.
- Providing and renting moving totes and dollies for approximately 50 employees.
- Moving office contents for TMO, Courts, and Legal from the Town Hall Expansion back into the renovated Town Hall, including phone/computer/monitor disconnects and reconnects.
- Relocating five Community Development employees within their suite once TMO vacates, including phone/computer/monitor disconnects and reconnects.
- Moving secure Legal files from the Old Town Hall basement into the renovated Town Hall, including shelving disassembly and reassembly.
- Relocating bulk Community Events storage from the Old Town Hall basement and bulk Communications storage from the Town Hall Expansion into the renovated Town Hall.
- Moving office contents for IT, Cultural, and Recreation from Old Town Hall into the renovated Town Hall, including phone/computer/monitor disconnects and reconnects.
- Moving bulk computer equipment stored in multiple Old Town Hall rooms and reassembling shelving as required.

- Installing and removing protective materials to safeguard building finishes during the move.

BMC will provide all necessary management, labor, trucks, IT technicians, installers, and materials to complete these moves in multiple phases between May 18 and June 26, 2026. The company has successfully supported previous Town Hall moves and brings strong familiarity with the buildings, stored furniture, and project phasing. Their experience reduces risk and supports an efficient return to full operations. Staff recommends approval to maintain the project schedule.

**FINANCIAL IMPACT**

---

Funding for this contract is available in the 2026 Town Hall Expansion project budget in the Capital Renewal and Replacement Fund. (303-4194).

**STRATEGIC GOAL(S)**

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY



ENHANCE ECONOMIC  
VITALITY



FOSTER COMMUNITY  
CREATIVITY AND  
ENGAGEMENT



SUPPORT AN  
ACTIVE COMMUNITY

**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026  
**Submitted By:** Eli Vidales, Traffic Operations Superintendent  
**Reviewed By:** Michelle Kivela, Town Manager  
**Title:** **2026 Townwide Pole Painting Projects**  
**Amount:** **\$106,955.85**  
**Contractor:** **OLS Restoration, Inc.**  
**Department:** **Engineering and Public Works, Eli Vidales**

### **EXECUTIVE SUMMARY**

---

The Town of Parker protects our lighting and traffic signal poles through annual maintenance. Periodic painting of these poles adds a layer of protection from UV exposure and the ice-melting chemicals used during the winter snow operations. Priming and painting also slows general rust and corrosion of the structures that can lead to premature failure. The Engineering and Public Works and the Parks, Forestry, and Open Space Departments are requesting to spend \$106,955.85 to maintain lighting poles between these two departments. The Traffic Division has allocated \$94,185.85 and the Parks Department has \$12,770 for this contract.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

OLS Restoration, Inc., is a contractor that has been performing high quality work for the Town for many years. They handle the traffic signal and roadway lighting poles for the Traffic Division, which includes the Town's "5-globe" lights. They handle the light poles for the Parks Department, which includes the poles in parks, on trails, and in parking lots. There is a waiver of competition that has been approved by our Procurement Division based on grounds of select source and standardization due to their knowledge of our corrosion arrest procedures. The Town is prepared to have a total expenditure of \$106,955.85 in 2026, which includes maintenance at various locations like signalized intersections, 5-globe median lighting, and parks.

### **FINANCIAL IMPACT**

---

The two Departments (Public Works — Engineering/Traffic and Parks) have appropriated the required funding in their Repair and Maintenance Accounts.

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

---



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026

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

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

**Title:** **E-470/Parker Road/Twenty Mile Road Mobility Improvements Final Design (CIP25-029)**

**Amount:** \$460,126

**Contractor:** Felsbug Holt & Ullevig

**Department:** Engineering and Public Works, Chris Hudson

### EXECUTIVE SUMMARY

---

This agenda item is for the approval of a professional services agreement with Felsbug Holt & Ullevig for the final design services of the E-470/Parker Road/Twenty Mile Road Mobility Improvements (CIP25-029).

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

In 2019, the Engineering/Public Works Department engaged Felsbug Holt & Ullevig (FHU) for the conceptual engineering of proposed improvements to connect the northbound (eastbound) E-470 off-ramp at Parker Road (State Highway 83) with Twenty Mile Road. The proposed project also includes improvements to Twenty Mile Road between E-470 and Pine Lane. The conceptual design also included improvements to southbound Parker Road between E-470 and Pine Lane. This capital improvement project scope was included in the 2019 Parker Road Corridor Plan as a potential interim improvement to improve traffic operations on the section of Parker Road between E-470 and Lincoln Avenue. The conceptual (30%) design effort wrapped up in 2020, but due to financial implications of the COVID pandemic, the design was not advanced further. This project became known as the E-470/Parker Road/Twenty Mile Road mobility project as it is projected to improve traffic operations in this area. As part of the prior design effort, coordination with E-470 staff occurred regarding a future potential joint construction project.

Design funding for this proposed improvement was included as part of the approved Town of Parker's 2025 budget and, following several years of follow-up discussion with E-470 staff, the decision was made in mid-2025 to advance the design beyond a conceptual level. On September 2, 2025, Town Council approved a design contract with FHU for the preliminary design effort that was wrapped up in early 2026. Ongoing coordination in 2025 between E-470 and Town of Parker staff resulted in the E-470 Board approving a \$2M contribution towards the project as part of their 2026 budget. This E-470 funding contribution intergovernmental agreement was approved by Town Council via Ordinance No. 9.396 on November 3, 2025.

This agreement will advance the design to a final (100%) level. This final design effort also includes surveying, lighting/electrical, property acquisition and subsurface utility engineering (SUE).

**FINANCIAL IMPACT**

---

This expense is budgeted in the Highway and Streets Capital Projects Fund (301-4310) for 2026.

**STRATEGIC GOAL(S)**

---



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

**ATTACHMENTS**

---

None

**RECOMMENDED MOTION**

---

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



## Request for Town Council Action

**Date:** May 4, 2026

**Submitted By:** Kelsey Hall, Assistant Town Attorney

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

**Title:** **ORDINANCE NO. 1.61.2 - Second Reading**  
**A Bill for an Ordinance Repealing and Replacing Chapter 2.05 of the Parker Municipal Code Concerning the Code of Ethics for the Mayor, Town Council, and Boards and Commissions of the Town of Parker**  
**Department: Town Attorney, Kelsey Hall**

### **EXECUTIVE SUMMARY**

---

This ordinance, if passed, would repeal and readopt Chapter 2.05 of the Parker Municipal Code, which contains the Code of Ethics. Additionally, it would adopt a Code of Conduct and Ethics that is applicable to the Mayor, Town Councilmembers, and the Town's boards and commissions.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town's Code of Ethics is contained in Chapter 2.05 of the Parker Municipal Code. It was originally drafted in 1994 and has not been updated since then, with the exception of the adoption of Resolution No. 06-101 pertaining to gifts. The current Code language is not as specific as it could be; therefore, in order to provide additional guidance to the Mayor, Councilmembers, and individuals serving on the Town's boards and commissions (collectively, "officials"), staff recommends revising this Chapter. The proposed updates include the following:

1. Updated definitions and legislative intent.

Chapter 2.05 currently has limited definitions and does not frame its legislative intent for the reader. This has created ambiguities, such as whether the Mayor is subject to the Code of Ethics. The updated language provides clarity about who is subject to the Code of Ethics (all Councilmembers, the Mayor, and individuals serving on boards and commissions), as well as other phrases like "direct official action," "conflict of interest," "ownership interest," and "matters pending before the Town." It further provides the framing that officials must comply with both the letter and spirit of the Code of Ethics to ensure that individuals exercise the highest degree of integrity.

2. Regulations concerning gifts to officials.

Elected officials are currently prohibited from accepting gifts or any item of value that would

tend to influence a reasonable person in their position. The new language continues that prohibition and specifically incorporates relevant provisions of Resolution No. 06-101, while superseding any provisions that are not contained in the ordinance. For example, the Resolution includes a list of examples that are not considered to be an improper gift, but some categories (like sports tickets) may present ethical issues if accepted by an official. The ordinance, therefore, attempts to harmonize the two documents to 1) ensure that all the relevant regulations are in one place, and 2) modernize the regulations so that they promote strong ethics in the modern context.

3. Deceptive use of the Town's name and logo.

There is no prohibition in the existing Code against the deceptive use of the Town's name and logo. The new language would prohibit officials from using the Town's name and logo for non-official purposes, such as campaign-related or political activities. There is an exception if the individual is using the Town's name to describe the office for which they are a candidate. Additionally, the new language prohibits the use of the Town's name and logo in a way that conveys the false impression that the Town or the Town Council approves or sponsors a particular business, activity, political issue, etc. The intention here is to create a clear separation between an official's individual activities and opinions and their official activities and opinions.

4. Conflicts of interest.

Officials continue to be prohibited from engaging in matters in which they have a conflict of interest. There is no change to the process by which an official must disclose that they have an actual or potential conflict and the remaining members of Council or the applicable board or commission vote to determine if there is a conflict. If a conflict is found to exist, the official may not vote on the matter or attempt to influence the decisions of the remaining members of the body.

5. Advisory opinions.

Under the new language, before engaging in any conduct that may violate the provisions of the Code of Ethics, an official may seek an advisory opinion regarding the proposed conduct. The official would contact the Town Manager and the Town Attorney about this, and the Town Attorney may refer the question to outside legal counsel to create the opinion. The involvement of outside counsel enables the official to receive a third-party opinion in an event when the Town Attorney may have a conflict due to their representation of Town Council as a whole. If the elected official relies on the opinion in good faith, they cannot be found to have violated the Code of Ethics.

6. Independent ethics counsel.

In the event that an official is accused of violating the Code of Ethics, the complaint would be investigated by an independent ethics counsel who is retained by the Town. Upon conclusion of the investigation, the independent ethics counsel would render their written recommendations to the Town Council as to whether to proceed to a hearing or dismiss the complaint. The independent ethics counsel would be a contractor with a five-year term and would not be the same individual who renders advisory opinions.

7. Complaint process.

Under the current Code, the Town Council has the authority to investigate complaints, retain a special prosecutor, and conduct a public hearing on allegations that an individual has violated the Code of Ethics. The new language proposes a more detailed process to ensure that all complaints are treated equally.

The Town would set up a complaint submission form to receive complaints. The form would be kept confidential throughout the entirety of the investigatory process. Complaints must be made within 180 days of an ethics violation, or 180 days from when the complainant became aware of such violation. Complaints would go directly to the Town Attorney or to the independent ethics counsel. Complaints may be dismissed if they meet any of the listed reasons in the Code.

Upon receipt of a complaint, the independent ethics counsel would investigate and make written findings within 14 days of concluding their investigation. They shall then issue a confidential written recommendation to the remaining Town Councilmembers that includes specific findings of fact and a recommendation as to whether a violation of the Code of Ethics appears to have occurred. If there are no Code violations, the independent ethics counsel may dismiss the complaint in whole or in part. If there are potential Code violations, the independent ethics counsel may recommend to Town Council that they proceed to a hearing, or may: a) stay the proceedings if necessary to allow law enforcement or other authorities to work through any actions in progress; b) dismiss the complaint if there is insufficient evidence or there is no substantial likelihood that the official will be found guilty of violating the Code; or c) dismiss the complaint in the interests of justice.

Finally, if the independent ethics counsel does recommend that a violation has occurred, the Town Council may choose to schedule a hearing, which would be presided over by an independent hearing officer. The hearing officer shall make findings of fact, and the Town Council shall ultimately determine if a violation occurred. The accused individual shall be notified of the complaint and given an opportunity to respond in writing. If the accused individual is a member of Town Council, they will automatically be recused from any vote concerning the matter. The Code provides detailed hearing procedures, including the burden of proof, limited discovery, and the conduct of the hearing.

8. Penalties for violations.

In the event that an official is found by the Town Council to have violated the Code of Ethics, they may be subject to the following penalties:

- a. Censure by formal resolution of the Town Council.
- b. Monetary fine (if the ethical violation involved a financial benefit to the individual).
- c. Removal from internal or external boards, committees, commissions, and prohibition against representing the Town at community functions.
- d. Refusal to pay for optional memberships, affiliations, and conferences.

9. Adoption of the Code of Conduct and Ethics.

This ordinance would also adopt a Code of Conduct and Ethics for Elected Officials, which is

intended as a handbook to complement the Elected Official Guidelines adopted in 2025. The Code of Conduct provides greater context on common situations that can give rise to ethical issues. Specifically, it addresses the following topics:

- a. Roles and responsibilities of the Mayor and Town Councilmembers.
- b. General conduct standards.
- c. Conflicts of interest.
- d. Participation in events with outside entities.
- e. Support for commercial enterprises.
- f. Gifts.
- g. Travel expenses.
- h. Campaign activity.
- i. Conduct of elected officials in a variety of settings.
- j. Interactions with Town staff.

Staff believes that this would be a useful resource when onboarding new Councilmembers or Mayors, and as a quick-reference guide for common situations. Additionally, this will enable the Town to treat ethical issues consistently by following the guidance set forth in Chapter 2.05 and the Code of Conduct and Ethics.

---

#### **FINANCIAL IMPACT**

None. However, if an official requests an advisory opinion or if an investigation of a complaint is necessary, the Town will be required to pay the costs for that opinion and investigation.

---

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



**FOSTER COMMUNITY  
CREATIVITY AND  
ENGAGEMENT**

---

#### **ATTACHMENTS**

1. Ordinance No. 1.61.2

---

#### **RECOMMENDED MOTION**

I move to approve Ordinance No. 1.61.2 on second reading.

**ORDINANCE NO. 1.61.2 , Series of 2026**

**TITLE: A BILL FOR AN ORDINANCE REPEALING AND REPLACING CHAPTER 2.05 OF THE PARKER MUNICIPAL CODE CONCERNING THE CODE OF ETHICS FOR THE MAYOR, TOWN COUNCIL, AND BOARDS AND COMMISSIONS OF THE TOWN OF PARKER**

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

Section 1. Amendment. Chapter 2.05 of the Parker Municipal Code is hereby amended to read as follows:

**2.05.010 Legislative Intent.**

- (a) The purpose of this Chapter is to establish a Code of Ethics to ensure that all Town officials adhere to the highest levels of ethical conduct, honesty, integrity, and accountability. Officials should comply with both the letter and spirit of this Code of Ethics and strive to avoid situations that create impropriety or the appearance of impropriety.
- (b) This Chapter is intended to establish the procedure for officials to obtain advisory opinions regarding whether any conduct by that person would constitute a violation of this Code of Ethics prior to engaging in such conduct.
- (c) This Chapter is also intended to establish procedures for the initiation, review, investigation, and determination of complaints against Town officials.
- (d) This Chapter codifies the provisions of Resolution No. 06-101, Series of 2006, and expressly supersedes and repeals any provisions of that resolution not contained herein.
- (e) The various provisions of this Chapter are cumulative, and not exclusive, and shall not be construed to limit any administrative, civil or criminal action or proceeding which may be instituted by the Town pursuant to Colorado statutes.

**2.05.020 Definitions.**

For the purpose of this Chapter the terms listed below shall have the following meaning:

*Commission Member* means any person appointed to a Town board or commission by the Town Council or the Mayor under authority of the Charter, ordinance or State law, including regular and alternate members, or the Mayor or Councilmembers when acting in their capacity as Parker Authority for Reinvestment board members (collectively referred to as *Commission*).

*Commission* means any board or commission or other appointive body or authority of the Town created pursuant to the Town Code or Charter.

*Confidential or privileged information* means information and materials not available to the general public under applicable laws, ordinances, and regulations, which information is obtained by reason of the official's position with the Town. "Confidential or privileged information" specifically includes, without limitation, matters required by state or federal law

or regulation to be kept confidential, attorney-client communications, information or materials subject to any common law or statutory privilege, and other matters which may be discussed in executive session.

*Conflict of interest* means an interest held by an official or their relative, which interest interferes with or influence of which may reasonably be perceived as interfering with or influencing the conduct of the duties or exercise of the powers of the official on behalf of the Town. “Conflict of interest” also means any conflict of interest specifically designated by this Chapter.

*Councilmember* means a member of the Town Council, not including the Mayor, (collectively referred to as *Council*).

*Day* means a calendar day.

*Direct official action* is any action that an official could take that involves any of the following, but does not include acts that are purely ministerial (e.g., pro forma signing of documents, approval as to form, attestation, etc.) or any excusal from voting:

- (1) Negotiating, approving, disapproving, administering, enforcing, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, vendor, or other formal agreement to which the Town is a party. Direct official action occurs only if the person making the recommendation is in the formal line of decision making; and
- (2) Selecting or recommending vendors, concessionaires, or other types of entities to do business with the Town.

*Matters pending before the Town* means a matter currently under formal review or consideration over which the Town has authority to review, regulate, decide, or adjudicate, including, without limitation, a contract, gift, sale of property, legislation, inspections, permitting, land use matters, licensing, administrative approvals, and any related processing, review, approval, appeal, deliberation, solicitation, implementation, revocation, suspension, or similar action relating thereto.

*Mayor* means the Mayor of the Town of Parker.

*Official* means the Mayor, any Commission Member, or Town Councilmember.

*Ownership interest* means the ownership of any part of a business entity by an official, by an official’s relative, or by any of their ownership in a fiduciary capacity of any securities or of any beneficial interest in securities of a business entity, where the aggregate amount of ownership by the official or their relative(s), in any capacity, amounts to ten percent (10%) or more of any class of the securities of the business entity then outstanding or constitutes a controlling interest in the business entity.

*Person* means any individual, corporation, business trust, estate, trust, limited liability company, partnership, labor organization, association, political party, committee, joint venture, institution, foundation, or other legal entity, whether organized for profit or not.

*Quasi-judicial hearing process* means any public hearing related to a quasi-judicial matter and includes, without limitation, preparations necessary for such hearing, including

review of written staff reports, agendas, proposed resolutions and ordinances, scheduling, posting or publishing notice, and requesting and receiving legal advice.

*Relative* means a spouse, domestic partner, partner in a civil union, child, parent, sibling, in-law, grandparent, step parent, step-child, step-sibling, grandchild, and other familial relationships that are sufficiently close to be of a similar nature to those listed herein. “Relative” shall include all relationships listed herein as they relate to domestic partners or partners in a civil union.

*Thing of value* means any tangible or intangible benefit, including, without limitation, a gift, favor, compensation, payment of expense, reward, discount, gratuity, loan, reduced interest rate, or forbearance of a loan.

#### **2.05.030 Restrictions generally.**

- (a) No official shall take any direct action, receive any confidential information, or influence any other Town official or employee to take or abstain from any direct official action relating to any matter pending before the Town in which the official has a conflict of interest.
- (b) Officials shall not vote or render a final decision on an issue that directly affects a business or project in which the official either has a financial interest or is engaged as counsel, consultant, representative or agent.
- (c) Officials shall not assist any person for a fee or other compensation in obtaining any contract, claim, license, permit, permission, approval or other economic benefit from the Town.
- (d) Officials shall not hold a substantial financial interest in any business or enterprise which is a party to a Town contract made by the Town Council or commission upon which the official has been appointed or elected, except that this Subsection shall not apply to a Town sponsorship or scholarship program that benefits the Town.
- (e) Officials shall not accept a fee, contingent fee or any other compensation for promoting or opposing passage of legislation, except the official’s official compensation as provided by the Town Charter, ordinance or contract.
- (f) Officials shall not appear on behalf of any private person, business or entity before the Council or board upon which the official has been appointed or elected.
- (g) Officials shall not use any Town resources for electioneering purposes, including the use of an official Town email account, phone number, webpage, social media page, office space, or other resources that are available to the official only due to their status as an official.
- (h) Officials shall adhere to the Town of Parker Code of Conduct and Ethics, which is hereby adopted by this ordinance, and which may be modified by resolution.

#### **2.05.040 Gifts to Officials.**

- (a) Officials shall not solicit or accept any gift, compensation, reward, gratuity or any item of value (collectively, a “gift”) which would tend to influence a reasonable person in the official’s position to depart from the faithful and impartial discharge of their public duties; or which the official knows or which a reasonable person in a similar position should know is primarily for the purpose of influencing public action. For purposes of this section, a gift shall include any payment, entertainment, subscription, forbearance, service or any other

thing of value, rendering or deposit of money, compensation received for private services rendered at a rate substantially exceeding the fair market value of such services, or a loan at a rate of interest substantially lower than the commercial rate then currently prevalent for similar loans, which is transferred to an official directly or in trust for their benefit without the official giving adequate and lawful consideration in exchange.

- (b) The receipt of any of the following shall not be a violation of this Code of Ethics, provided that the gift is 1) not connected to any Town business or the official's position within the Town; and 2) cannot reasonably be considered to be a bribe or means of improper influence on a direct, official action taken by the official:
  - (1) A campaign contribution, as defined by law;
  - (2) An unsolicited item of trivial value less than fifty dollars (\$50.00), such as a pen, calendar, plant, book, notepad, or similar item.
  - (3) An unsolicited token or award of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
  - (4) Unsolicited informational material, publications, or subscriptions related to the recipient's performance of official duties;
  - (5) Admission to, necessary expenditures for travel to, and the cost of food or beverages consumed at, a reception, meal, or meeting by an organization before which the recipient appears to speak or to answer questions as part of a scheduled program;
  - (6) A gift from an individual who is a relative or personal friend of the recipient;
  - (7) Waiver or reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is offered to such official, which is not extraordinary when viewed in light of the position held by such official; and
  - (8) Payment for speeches, appearances, or publications reported pursuant to C.R.S. §24-6-203.

**2.05.050 Appearances by officials.**

- (a) Officials shall not appear in their personal capacity, including on behalf of a third party, before the Council or commission upon which they are a member. If the official is affiliated with a person or organization appearing before the Council or commission, it is conclusively presumed that there is a conflict of interest, and the official must comply with Sections 2.05.080 and 2.05.090, below.
- (b) No official shall appear on behalf of another person concerning any matter before the Municipal Court, unless ordered to do so by subpoena of the Court.
- (c) Nothing in this Section shall be construed as prohibiting official from addressing a Council or commission of which they are not a member.

**2.05.060 Participation in civil lawsuits.**

Officials who are attorneys shall not represent or affiliate with law firms that represent persons in their transactions with the Town, unless the Town Council permits otherwise.

**2.05.070 Deceptive use of Town name and logo.**

- (a) Officials shall not, in their individual capacity, including for campaign or political purposes, use the words “Town of Parker,” “Town Council,” “Mayor of the Town of Parker,” or similar combinations of words on any letterhead or envelope. Provided, however, that these words may be used if it is clearly in the context of the official describing the office for which the official is running.
- (b) Officials shall not use the words “Town of Parker,” “Town Council,” “Mayor of the Town of Parker,” or similar combinations of those words, or the Town’s trademarks or logo for the purpose of conveying a false impression of sponsorship or approval by the Town Council, or the Town or any of its departments or employees.
- (c) Any solicitation by an official or any entity or committee controlled by the official that reasonably could be interpreted as implying any Town connection, approval, or endorsement must carry a disclaimer on both internal documents and on the envelope, conspicuously stating that it is not an official mailing of the Town of Parker. This includes solicitations that include the Town’s logo, or citation to an official Town department or program. Additionally, the solicitation may not include a false representation that Town benefits or services will be affected by any contribution or failure to contribute.

**2.05.080 Disclosure of conflict of interest.**

- (a) Officials who have any personal or property interest, or any other kind of interest which may conflict or interfere with, influence or be perceived by the public as influencing the official’s conduct shall prior to acting or voting disclose the nature of the conflict.
- (b) The remaining members of the Council or commission shall establish by a majority vote whether the interest does in fact constitute a conflict of interest. In deciding whether there is a conflict of interest, Town Council or the commission shall consider, among other criteria, the following:
  - (1) Whether the conflict of interest impedes independence of judgment;
  - (2) The effect of the official’s participation on the public confidence in the integrity of the governing body;
  - (3) Whether the official’s participation is likely to have any significant effect on the ultimate disposition of the matter; and
  - (4) The official’s fiduciary obligations to the Town.
- (c) If the majority concludes that there is no conflict, then the official may perform the official act involved. However, the official shall state for the record the nature of the interest at the time of performing the act. Such disclosure shall constitute an affirmative defense to a violation of this Chapter.

**2.05.090 Disqualification from voting and influencing.**

- (a) If a majority of the Town Council or the commission concludes there is a conflict, the official shall be disqualified from acting or voting on the matter or any related business. In addition, the disqualified official shall refrain from attempting to influence the decisions of other

members of the Council or commission in voting on the matter, and refrain from participating in any manner in the deliberations of the Town Council or commission.

- (b) The disqualification of the official shall not preclude the existence of a quorum, nor result in the loss of a quorum, of the Town Council or the commission. However, the disqualification of an official from voting on an issue that requires the affirmative vote of a specific number of votes shall automatically be reduced by the number of officials disqualified, except for matters before the Town Council.

#### **2.05.100 Advisory opinions.**

Before engaging in any conduct that may violate the Code of Ethics, officials may request in writing an advisory opinion as to the application of this Chapter to any anticipated or proposed conduct. The request shall be submitted to the Town Attorney's Office and the Town Manager's Office, and referred to outside legal counsel of the Town Attorney's choosing. Provided that all pertinent facts and circumstances are fully disclosed in the written request for an advisory opinion, such official shall be entitled to rely upon the advisory opinion issued for purposes of determining compliance with this Code of Ethics. No official shall be found to have violated the Code of Ethics if, in good faith, the person has acted in accordance with an advisory opinion issued pursuant to this section. A copy of the advisory opinion, with the official's personal or identifying information removed, shall be provided to the Town Attorney's office as well as to Council or the commission on which the official sits.

#### **2.05.110 Independent ethics counsel.**

- (a) Town Council shall contract with an independent ethics counsel, whose purpose shall be to oversee the complaint, investigation, and enforcement process in response to ethics complaints against officials submitted pursuant to this section, and to render written recommendations to Town Council regarding the same. The independent ethics counsel's contract shall be for a term of five (5) years unless mutually amended by the Town and the counsel.
- (b) The independent ethics counsel shall be approved by resolution. The independent ethics counsel shall be an attorney licensed to practice law in Colorado, and in good standing.
- (c) The independent ethics counsel shall not be the same attorney that provides advisory opinions pursuant to Section 2.05.100 of this Chapter.

#### **2.05.120 Filing of complaints against officials.**

- (a) *Complaints generally.* Complaints against an official must be filed in good faith using the Town's complaint submission form, and shall be kept confidential throughout the investigatory process. A complaint may only be considered for matters occurring within the last one hundred eighty (180) days, or within one hundred eighty (180) days of discovery of the alleged violation, and shall be filed with the Town Attorney or the independent ethics counsel. For purposes of clarity, complaints may be made for allegations of conduct occurring more than one hundred eighty (180) days prior to the complaint, so long as the complainant became aware of such conduct within one hundred eighty (180) days of making the complaint.

- (b) *Complaint requirements.* A complaint shall set forth the following to the best of the complainant's ability.
- (1) The name of the person, either individually or on behalf of an organization, submitting the complaint and such person's contact information, including the mailing address, telephone number, and email address. A complaint submitted anonymously may be dismissed by the independent ethics counsel;
  - (2) The identity of the individual(s) alleged to have committed a violation of the Code of Ethics;
  - (3) A full description of the facts known to the person filing the complaint which are alleged to constitute a violation of the Code of Ethics, including reference to the applicable Code of Ethics provisions at issue;
  - (4) The identities and contact information, if known, of other persons who have knowledge of such facts; and
  - (5) The signature of the person submitting the complaint with the following statement:  
"The undersigned hereby certifies that the information contained within this complaint is true to the best of my knowledge, information, and belief. I have not filed this complaint for the purpose of harassment or to falsely disparage the individual(s) claimed to have committed violations of the Code of Ethics."

#### **2.05.130 Dismissals of frivolous complaints against officials.**

The independent ethics counsel may dismiss frivolous claims without further action for any of the following reasons:

- (a) The independent ethics counsel has no jurisdiction over the person(s) named in the complaint (i.e., the person is not a Town official);
- (b) The alleged violation, even if true, would not constitute a violation of the Code of Ethics;
- (c) The allegations were previously asserted in another complaint that is already being considered or was resolved by the independent ethics counsel;
- (d) The alleged violation, even if true, is minor in nature and fails to justify the use of public resources to prosecute;
- (e) The allegations involve actions or events that occurred more than one hundred eighty (180) days prior to the date of the filing of the complaint;
- (f) The complainant became aware of the conduct giving rise to the complaint more than one hundred eighty (180) days prior to the date of the filing of the complaint;
- (g) The complaint is, on its face, groundless, or in bad faith;
- (h) The individual who is the subject of the complaint previously obtained an advisory opinion pursuant to Section 2.05.100 that identifies the conduct as not being in violation of the Code of Ethics;
- (i) The complaint does not include the required factual information or signature affirming the complaint's veracity as required by this Chapter; or

- (j) The complaint was filed anonymously.

**2.05.140 Review of complaints against officials.**

- (a) *Investigation.* The independent ethics counsel shall take such steps as are necessary to investigate complaints not dismissed as frivolous pursuant to this Chapter. During the investigation, if potential violations of the Code of Ethics not raised in the original complaint are discovered, the independent ethics counsel may amend the scope of the investigation and the subject(s) of the investigation shall be notified of the additional potential violations as soon as practicable.
- (b) *Findings.* Within fourteen (14) days of the conclusion of their investigation of a complaint, the independent ethics counsel shall issue a confidential written recommendation to the Town Council containing the investigative findings. The independent ethics counsel's recommendation shall include specific findings of fact and a recommendation, with citation to specific provisions of the Code of Ethics, regarding whether or not, by a preponderance of the evidence, one (1) or more violations of the Code of Ethics appear to have occurred. The written recommendation to Town Council is work product prepared for elected officials and therefore is not subject to disclosure under the Colorado Open Records Act.
- (c) *Follow-up actions.* The independent ethics counsel, after their investigation, may find that there are no violations of the Code of Ethics and dismiss the complaint, or may recommend to Town Council that they proceed to a hearing. The independent ethics counsel may:
  - (1) Dismiss the complaint due to insufficient evidence to proceed if the standard of proof cannot be met;
  - (2) Dismiss all or any part of the complaint because there is no substantial likelihood of success on the merits through an adversarial hearing;
  - (3) Stay proceedings after referring the matter for action by law enforcement, regulatory, or other authorities with jurisdiction over the matter; or
  - 4) Dismiss the complaint in the interests of justice where proceeding with the matter would be contrary to the interests of the Town or its residents.

The issuance of findings and dismissal of the complaint by the independent ethics counsel are a final action.

- (d) *Hearing.* Following the receipt of the independent ethics counsel's investigative findings, Town Council may choose to schedule a hearing whereby a pre-selected hearing officer, licensed to practice law in the State of Colorado and in good standing, shall preside over the hearing and make penalty and sanction recommendations to the Town Council. The hearing officer's findings of fact shall be final. In all cases the determination of the Council as to whether there has been a violation shall be final.

**2.05.150 Notice of allegations of ethics violations; mandatory recusal.**

- (a) The independent ethics counsel shall notify the accused official, the complainant, and the Town Attorney of the ethics charges in writing within fourteen (14) days after an independent hearing officer is appointed. Such notice shall be sent by physical and electronic mail to the accused official's last-known physical and electronic mail addresses. Notices shall be deemed received as follows: (i) for electronic mail, when transmitted, if transmitted on a

business day and during normal business hours, and otherwise on the next business day following transmission; and (ii) for regular mail, three (3) days after being deposited in the U.S. mail.

- (b) The accused official shall be given fourteen (14) days from the date the notice is sent to respond in writing to the independent ethics counsel and the hearing officer, either admitting the violation(s) or requesting a public hearing. The hearing officer shall consider the accused official's failure to respond within fourteen (14) days to be an admission of guilt and may then move to recommend that Town Council impose sanctions. The time for response may be extended or the matter may be reconsidered upon a showing of good cause for failure to timely respond.
- (c) If the accused official is a member of Town Council, such person is automatically recused from the vote to appoint the hearing officer and is required to refrain from voting on or taking any direct, official action concerning the matter, or from interfering or attempting to interfere with the investigation or proceedings.
- (d) If the accused official is subject to a criminal investigation or a criminal charge is pending against the accused official and the investigation or charge is related to the conduct underlying the allegations of ethics violations, the accused official may submit a request to stay the proceedings until the conclusion of the criminal investigation or charges. The hearing officer has sole discretion to stay the proceedings pursuant to a request under this subsection.

#### **2.05.160 Hearing procedures.**

- (a) *Legal representation.* The independent ethics counsel will prosecute the charges. The accused official or official is entitled to be represented by legal counsel at their own expense.
- (b) *Burden of proof.* The prosecution bears the burden to establish, by clear and convincing evidence, the existence of a violation of the Code of Ethics.
- (c) *Hearing date.* Within fourteen (14) days after the accused official has requested a hearing, the hearing officer, accused official or their attorney and the prosecution shall confer and select a hearing date. The hearing shall be held no later than sixty (60) days from the date the accused official requested the hearing. The hearing officer may continue the hearing in their sole discretion and may grant a request for continuance by the accused party or the prosecution for good cause.
- (d) *Discovery.* Within ten (10) days of requesting a hearing, the accused official shall be entitled to a copy of the summary of the investigation and the confidential written recommendation to Town Council, which copy shall be provided upon written request. At least ten (10) days before the hearing, the accused party and the prosecution shall exchange copies of any other relevant documents and other tangible things within their possession, and a list, including any known contact information, of all persons who have relevant information or knowledge about the matter with a short statement regarding the relevant facts or opinions about which they have information or knowledge. Each party has an ongoing duty to supplement disclosures in a timely manner when additional information is received.
- (e) *Subpoenas.* At the request of the accused party, the prosecution, or in the hearing officer's discretion, the hearing officer, shall have the power to issue subpoenas for documents and

witnesses to make statements and produce documents. Requests for subpoenas by the accused party or the prosecution must be submitted to the hearing officer no later than twenty (20) days prior to the hearing. Subpoenas must be served in accordance with the rules governing service followed by courts of general jurisdiction within the state.

- (f) *Witnesses and exhibits.* At least five (5) days before the hearing, the parties shall exchange and submit to the hearing officer a proposed list of witnesses and a list of proposed exhibits to be introduced at the hearing. The hearing officer shall have the sole discretion to exclude any witness or exhibit disclosed to the opposing party fewer than five (5) days prior to the hearing.
- (g) *Hearing presentation.* The hearing officer shall have sole discretion to determine the hearing procedures. However, at a minimum, the hearing procedures shall include affording each side the opportunity to make opening statements and closing arguments, to call and cross-examine witnesses, and to introduce evidence. Testimony by telephone or video may be permitted at the discretion of the hearing officer.
- (h) *Hearing matters and evidence.* The hearing officer shall determine all pre-hearing matters; preside over the hearing; administer oaths; and decide all points of order, procedure, and evidence. The hearing is an administrative hearing and, as such, need not be conducted according to the Colorado Rules of Civil Procedure or the Colorado Rules of Evidence. The hearing officer may admit any relevant evidence of probative value, including hearsay or unauthenticated documents, and may exclude or strike evidence that is incompetent, immaterial, irrelevant, cumulative, or unduly repetitious.
- (i) *Record.* A record of the hearing shall be made by the Town as the official record of proceedings, and retained with all exhibits admitted into the hearing with the Town Clerk for no less than the time required by the applicable records retention schedule.
- (j) *Hearing officer decision.* The hearing officer will render a decision with findings of fact, a summary of the evidence supporting each finding, conclusions of law, a determination of whether or not the accused party violated the Code of Ethics, and may recommend any sanction(s) pursuant to Section 2.05.170 of this Chapter. In recommending a sanction, the hearing officer's decision may consider the severity of the offense; the credibility of the witnesses and reliability of the evidence; the presence or absence of any intention to conceal, deceive, or mislead; whether the violation was deliberate, negligent, or inadvertent; and whether the incident was isolated or part of a pattern.
- (k) *Formal council action.* As soon as practicable after receipt of the hearing officer's decision, the Town Council shall, in a public meeting, adopt the hearing officer's findings of fact and determination whether a Code of Ethics violation occurred. Town Council may affirm, reject, or modify the hearing officer's recommended sanctions. Adoption of the hearing officer's findings of fact and determination as to whether a violation occurred, as well as the imposition of any sanctions shall be expressed in a written resolution passed by Town Council. Town Council's resolution shall be the final agency action.

### **2.05.170 Violations and penalties.**

- (a) Officials who violate any of the provisions of this Chapter may be subject to the following penalties:

- (1) *Censure.* Censure is a formal official reprimand by Town Council of one of its members or the Mayor, or an individual appointed to a Commission. This penalty carries no fine or suspension of the rights of the official. The censure shall be in the form of a formal resolution approved by Town Council.
- (2) *Monetary fine.* A monetary fine is appropriate if the official who committed an ethics violation financially benefitted from their action(s) or a relative or other third party financially benefitted from the action(s) of the individual who committed the violation. The monetary fine shall be no more than double the amount of the financial equivalent of any benefits obtained by the unethical action(s).
- (3) *Removal from committees or other duties.* The Town Council may remove the official from serving on internal or external boards, committees, or commissions, if such position is held due to the individual's status as a Councilmember or the Mayor. Additionally, the Town Council may choose to prohibit the individual from representing Town Council at community functions, such as ribbon cuttings, that Councilmembers normally attend in their official capacity.
- (4) *Refusal to pay for conferences and memberships.* The Town Council may refuse to pay for optional memberships, affiliations, and conferences, including conference fees and, event fees, or other travel expenses related to attending conferences or membership events for an official that has violated the Code of Ethics.

Section 2. Code of Conduct and Ethics. The Town Council hereby adopts the Code of Conduct and Ethics for Elected Officials, which is attached hereto as **Exhibit A**.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2026.

---

Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney

## CODE OF CONDUCT AND ETHICS FOR ELECTED OFFICIALS

### I. Introduction

Articles III and IV of the Town Charter and Chapter 2.02 of the Town of Parker Municipal Code (the “Code”) describe the roles and responsibilities of the Mayor and Councilmembers. Additionally, Chapter 2.05 of the Code (the “Code of Ethics”) explains the ethical responsibilities of the Mayor, Town Councilmembers, and individuals appointed to Town boards and commissions (collectively, “Officials”) when acting in their official roles. This Code of Conduct and Ethics is intended to supplement the Town Code, Charter, and [Elected Official Guidelines](#) by describing the manner in which Officials should treat one another, Town staff, constituents, and anyone else they interact with while serving in their official capacity. It further defines the roles and responsibilities of the Officials and clarifies the Code of Ethics.

### II. General Provisions

Officials shall comply with both the letter and the spirit of the standards contained in the Code of Ethics and this Code of Conduct and Ethics. This means that Officials may not do indirectly what they cannot do directly. Officials should therefore interpret these standards broadly.

Among other things, Officials shall:

- Adhere to the highest ethical principles, including adherence to the standards set forth in this Code of Conduct and Ethics;
- Never discriminate or engage in preferential treatment, including by dispensing special favors;
- Never vote or render a final decision on any manner in which the Official has a conflict of interest, as determined by a vote of the remaining Officials when a potential conflict is disclosed;
- Never accept gifts, favors, or benefits that might reasonably be construed as influencing the performance of governmental duties or as a reward for official actions taken;
- Not extend promises binding on the duties of office;
- Refrain from assisting any person or entity for compensation in obtaining any contract or benefit from the Town;
- Refrain from engaging in activities that would create a conflict of interest, or that would prevent, or be perceived as preventing, the Officer’s effective discharge of their official duties;
- Never use information received confidentially in the performance of official duties for making private profit; and
- Uphold the State and Federal Constitutions, laws, ordinances, and regulations.

### **III. Roles and Responsibilities**

Please also refer to the Code, Charter, and the Handbook for Municipal Elected Officials, published by the Colorado Municipal League (“CML”) for additional resources regarding the roles and responsibilities of elected officials.

#### 1. Mayor

- Recognized as the head of the Town government for legal and ceremonial purposes.
- Presides over meetings of the Town Council.
- Executes and authenticates legal instruments, such as ordinances, resolutions, and contracts, on behalf of the Town Council.
- Casts tie-breaking vote but otherwise has no voting authority.
- Has veto authority, subject to an override vote of Town Council.
- Serves as the spokesperson for Town Council on matters and taking positions as approved by Town Council.
- Represents the Town on the Metro Mayor’s Caucus, committees, and may serve as liaison to boards, commissions, and community groups to foster positive working relationships and communication between the Town and external agencies.
- Act as a representative of the citizens and act as an information conduit to citizens.

#### 2. Mayor Pro-Tem

- Elected by the Town Council as soon as practicable after a general election.
- Performs the duties of the Mayor if the Mayor is absent or disabled.

#### 3. Town Councilmembers

- Retain all powers not otherwise conferred by Charter provision or ordinance.
- Enact and provide for the enforcement of ordinances.
- Appoint the Town Attorney, Town Manager, Municipal Judge, and direct and evaluate these positions.
- Approve the Town budget and make policy-level decisions.
- Appoint all members to Town boards and commissions.
- Represent the Town on committees, and serve as liaisons to boards, commissions, and/or community groups to foster positive working relationships and communication between the Town and external agencies.
- Act as a representative of the citizens and act as an information conduit to citizens.
- Represent the Town at ceremonial functions if the Mayor is not able to do so and/or upon approval by Town Council.

#### 4. All Councilmembers and the Mayor

- Fully participate in Town Council meetings and other official meetings and duties while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of meetings and be familiar with issues on the agenda, including by reading the packet.

- Be respectful of other people’s time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in the Town government.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities.

**IV. Conflicts of Interest**

The Mayor and Councilmembers must disclose all actual and potential conflicts of interest to Town Council. Officials serving on a board or commission must disclose all actual and potential conflicts of interest to the commission on which they sit. Upon disclosure, the remaining Officials shall vote on the disclosed conflict to determine if there is an actual conflict that disqualifies the Official from voting. Officials are not authorized to recuse themselves from a vote; instead, the responsibility for disqualifying an Official from a vote lies solely with Town Council or the commission on which the Official sits, as applicable.

Due to the significant contacts and work conducted with other governmental entities, Pursuant to Section 3.11 of the Charter, no Official may serve in any other elected office or position, including the appointment to fill a vacancy in an elected office/position. Additionally, since the Mayor and Councilmembers are non-partisan pursuant to Section 2.5 of the Charter, those Officials may not serve in any partisan position in order to protect the non-partisan character of Town Council and the Mayor’s office.

**V. Political/Election-Related Events with Outside Entities**

A private entity may wish to involve an Official or group of Officials in a political or election-related event that it is hosting. An Official may cooperate and appear at the event by, for example, speaking, serving as an honorary chair, or signing letters of invitation on behalf of (and on the stationary of) the private entity or event organizer, so long as the identity of the actual host is made clear. Officials may only be involved in their private and individual capacity, and must make clear that they are acting in this capacity and not as a Town Official. Town Councilmembers and the Mayor may such attend events in their official capacity if approved by the remaining Councilmembers and upon review of the Town Manager and the Town Attorney to advise on any potential conflicts. Officials may not use any Town resources for the event, including attempting to assign employees to assist with the event; using official letterhead or other expressions or symbols of official Town sponsorship; or using Town resources to create or send invitations. The separate identity of the event sponsor should be made clear to all participants, and no Official should take personal credit for an activity actually sponsored or hosted by another individual or organization. Instead, invitations and other event materials should make it clear that the private individual or entity is conducting the activity “in cooperation with” or “in conjunction with” the Official. When in doubt, the Official should discuss the event with the Town Manager and Town Attorney to determine if their presence in their official capacity would be appropriate.

## **VI. Support for Commercial Enterprises**

Officials should take care to never discriminate by dispensing special favors. Thus, Officials should not attempt to do more for one individual or business than they would be willing to do for other, similarly situated individuals or businesses. Officials should avoid becoming too closely affiliated with a particular enterprise, to prevent any appearance that they are accruing benefits by virtue of influence improperly exerted from their position as an elected or appointed official of the Town.

## **VII. Gifts**

Pursuant to Article XXIX of the Colorado Constitution, C.R.S. §24-18-104, as amended, and Section 2.05.040 of the Code, Officials shall not accept a gift of substantial value or a substantial economic benefit that would tend to improperly influence a reasonable person in their position to depart from the faithful and impartial discharge of their public duties, and which the Official knows or should know is primarily for the purpose of rewarding the Official for official action taken by the Official. In general, no Official shall accept, either directly or indirectly, any gift or thing of value having either a fair market value or aggregate actual cost of \$50 or greater in a calendar year. This amount is adjusted every four years based on CPI, however \$50 remains a good rule of thumb.

Officials may accept trivial items; however, all gifts or items accepted should be reported to the Town on the designated form, no matter the value.

## **VIII. Travel**

The Mayor and Town Councilmembers shall abide by the Elected Official Travel Policy.

## **IX. Campaign Activity**

Elected Officials are subject to the Fair Campaign Practices Act when engaging in campaign activities for elected office or when advocating for or against ballot issues or other candidates. Officials must also abide by the Code of Ethics and this Code of Conduct and Ethics when engaging in campaigning/elections activities since those activities may have a bearing on their official duties. General rules include:

- Officials are prohibited from using any official Town resources for campaign or political purposes, even if it is de minimis;
- Campaign work must be done on the Official's own time and outside of their Town office, and without the use of any Town resources;
- Officials are prohibited from using images of staff members in campaign materials, as staff may not make endorsements in their official capacity;
- Officials may not solicit, receive, or accept campaign contributions or other consideration of any kind in exchange for actions taken in the Official's official capacity, or on the basis of other political considerations.

Under this Code of Conduct and Ethics, Officials must take reasonable steps to ensure that any outside organization over which the Official exercises control – including the Official’s own authorized campaign committee, an issue committee, or other committee – operates in compliance with applicable law.

### 1. Use of Town Resources

Official resources of the Town must be used for the performance of official business of the Town and not used for personal, campaign, or political purposes. Town resources include office equipment, office space, telephones (including phones paid for or provided by the Town), Town email accounts, technology paid for or provided by the Town, office supplies, and Town staff time.

Prohibited activities under this section include, but are not limited to, the solicitation of contributions; the drafting of campaign materials such as speeches, statements, and press releases; the creation or issuance of correspondence related to the campaign; the holding of a meeting on campaign business; contact with citizens for campaign purposes. The misuse of funds and other Town resources is a very serious matter. Depending on the circumstances, such conduct may result in disciplinary action, or civil or criminal liability.

The standards in this section apply not only to Official campaigns for re-election, but also to any campaign or political undertaking, including if the Official is a candidate or is merely seeking to support or assist (or oppose) a candidate or ballot issue.

### 2. Letters, News Releases, Other Printed Materials, and Emails

No documents may be printed on official Town letterhead or from a Town email account unless the document is an official Town document. No campaign materials or emails may be printed on Town letterhead, or use the Town logo, or be sent from an official Town email address. Further, Town email addresses and phone numbers should not be listed as contact information for the public on a campaign website, social media page, flyer, etc.

Officials must also avoid engaging in any conduct that creates an impression that the Town, including Town Council or the Mayor, is sponsoring or approving any of the Official’s political activities, such as the use of the Town’s name or logo in campaign materials or solicitations. The words “Town of Parker,” “Town Council,” or “Mayor of the Town of Parker” or any similar combination may be used only when the context is clear that the Official is seeking the office of Town Councilmember or the Mayor. The letterhead and envelope of campaign or political materials may use personal titles such as “Councilmember” or “Mayor” or the Official’s title. Communications may not be sent on letterhead that resembles official Town letterhead, even if it is not official Town letterhead and contains a disclaimer to that effect.

### 3. Elected Official Social Media Pages and Websites

Elected Officials must abide by the Elected Official Social Media Policy.

#### 4. Use of Images of Town Staff

Town staff are prohibited from engaging in political activity while on duty, on Town property, or while acting in their official capacity. Officials must therefore avoid using images of Town staff in their campaign materials, except when staff are appearing in their individual capacity and with the staff member's permission. Officials should avoid giving the impression that they have been "endorsed" by a Town Department or Town staff member.

#### 5. Contributions Linked to Official Actions

No solicitation or acceptance of a campaign or political contribution may be linked to any action taken or to be taken by an Official in their official capacity. A corollary of this rule is that Officials must not take or withhold any official action on the basis of the campaign contributions or support of the involved individuals, or their partisan affiliation. Officials are likewise prohibited from threatening punitive action on the basis of such considerations.

### **X. General Policies and Protocol Related to Conduct**

#### 1. Ceremonial Events.

Town staff will handle requests for a Town representative at ceremonial events. The Mayor will serve as the designated Town representative. If the Mayor is unavailable, then Town staff will determine if the event organizers would like a Councilmember to attend instead. If so, then the Mayor Pro-Tem will be recommended to serve as the substitute. Invitations received at Town Hall are presumed to be for official Town representation. Invitations addressed to individual Councilmembers at their homes are presumed to be for unofficial, personal consideration.

#### 2. Endorsement of Candidates.

Officials individually have the right to endorse candidates for elected office; however, Town Council as a whole may not make such endorsements as an official action, nor may Officials make endorsements in their official capacity. It is inappropriate to mention endorsements during Town Council meetings or at other official Town meetings or functions.

#### 3. Intergovernmental Relations.

The Town values intergovernmental relations with neighboring communities and other governmental entities. As a result, Officials should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations with the full Council's approval.

### **XI. Conduct Standards Specifically**

1. Official Conduct with Other Officials. The Town, including Town Council and its various boards and commissions, is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. All have chosen to serve in public office in order to promote the best interests of the community. In all cases, this common goal should be acknowledged, even as Officials may not always come to consensus on issues presented to Town Council or Town boards and commissions for consideration. Officials must adhere to the

Elected Official Meeting Protocol Policy. That policy should be read in conjunction with this section.

### **A. In Public Meetings**

- i. Practice civility, professionalism, and decorum in discussions and debate. It is the responsibility of the Mayor to keep Councilmembers on track during public meetings. Likewise, it is the Chair's responsibility to keep commission members on track during public meetings. Councilmembers and commission members should honor efforts by the Mayor and Chair, respectively, to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's or Chair's actions, those objections should be voiced politely and with reason.
- ii. Demonstrate effective problem-solving approaches. Officials have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Officials should therefore strive to effectively work as a team to achieve a common goal by acting professionally in resolving disagreements and avoiding personal attacks when engaging in official Town business.
- iii. Be punctual and keep comments relevant to the topics discussed. Officials have made a commitment to attend meetings and partake in discussions. Therefore, it is important that Officials be punctual and start meetings on time in order to respect the time of the other Officials, members of the public, staff, and others invited to attend the meeting such as applicants and experts. It is equally important to focus discussions on the issues relevant to the topic at hand, allowing for adequate time to fully discuss scheduled issues. To help effectively manage time, Officials should avoid repeating themselves or points made by other Officials.

### **B. In Private Encounters and Executive Sessions**

- i. Continue respectful behavior in private. The same level of respect and consideration on differing viewpoints that is deemed appropriate for public discussions should be maintained in private conversations and executive sessions.
- ii. Be aware of the insecurity of writings and recordings. Technology allows words written or spoken without much forethought to be distributed widely. This includes text messages, written notes, emails, voicemails, instant messages, and other forms of communication. Consider if you would be comfortable with words in those messages being read or heard by members of the public before you write or say them, because all of these methods of communication will likely be considered public records subject to disclosure to the public, if requested via an Open Records Request.
- iii. Even private conversations can have a public presence. Elected and appointed officials are always on display; people around them who they may or may not know may monitor their actions, mannerisms, and language. People may eavesdrop on conversations held in public settings, like a restaurant or coffee shop; parking lot

debates will be watched; and casual comments between individuals before and after public meetings noted.

2. Official Conduct with Town Staff. Governance of a Town relies on the cooperative efforts of elected officials, who set policy, and Town staff, who implement and administer the Town Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

**A. Treat staff as professionals.** Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

**B. Limit contact to specific Town staff.** Officials must follow the Staff Contact by Elected Officials Policy and related procedures. Questions for Town staff and/or requests for additional background information should be directed to the Town Manager or Town Attorney. The Town Manager should be copied on or informed of any request.

Requests for follow-up or directions to staff should be made only through the Town Manager or Town Attorney when appropriate. When in doubt about whether staff contact is appropriate, Officials should ask the Town Manager for direction. Materials supplied to an Official in response to a request will generally be made available to all Officials in the same body (Town Council, commission, etc.) so that all have equal access to information.

When assisting members of the public in response to requests for information, Officials should direct the individual to the Town Manager, rather than any specific staff member or department director.

**C. Do not disrupt Town staff from their jobs.** Officials should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

**D. Never publicly criticize an individual employee.** Officials should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

**E. Do not get involved in administrative or operational functions.** Officials must not attempt to influence Town staff on the making of appointments, the award of contracts, the selection of consultants, processing of development applications, granting of Town licenses and permits, etc. Such Officials should only consider those matters brought to the Town Council at an official meeting.

**F. Do not attend meetings with Town staff unless requested by staff.** Even if the Official does not say anything, the Official's presence may imply support, show partiality, intimidate staff, or hamper staff's ability to do their job objectively.

**G. Limit requests for staff support.** Requests for additional staff support – even in high-priority or emergency situations – should be made to the Town Manager, who is responsible

for allocating Town resources in order to maintain a professional, well-run Town government.

**H. Do not solicit political support from staff.** Officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens, support political candidates but all such activities must be done outside of the workplace.

3. Official Conduct with the Public.

**A. In Public Meetings.** Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Officials towards an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- i. Be welcoming to speakers and treat them with respect. Speaking in front of Town Council or a commission can be a difficult experience for some people. Some issues the Council and the commissions consider may affect peoples' daily lives and homes. Some decisions may be emotional. The way Officials treat people during public hearings can affect their stress level and how they react at the hearing.
- ii. Actively listen. Officials should strive to be active listeners when people are giving testimony during a public hearing. It is fine to look down at documents or make notes, but attention should generally be focused on the speaker. Officials should be aware of facial expressions and body language when listening to public testimony so that they can avoid giving the impression that they are not actively listening or are not impartial.
- iii. Ask for clarification, but avoid debate and argument with the public. Only the Mayor or Chair, not individual Councilmembers or commission members, can interrupt a speaker during a presentation. However, if a speaker is off-topic, Councilmembers or commission members may request that the Mayor or Chair redirect the speaker.

If a speaker behaves inappropriately or goes off-topic, it is the Mayor's or Chair's responsibility to try to focus the speaker and to maintain the order and decorum of the meeting. Questions by Officials should seek to clarify and expand information. Officials should not belittle the speaker. Personal opinions and inclinations about upcoming votes should not be revealed until the public hearing is closed.

- iv. No personal attacks of any kind, under any circumstances. Officials should always strive to maintain professionalism, even in the face of negative comments or criticisms by members of the public. Officials should avoid making personal attacks on the speaker. If Officials choose to respond to topics they heard during public comment during the updates and comments section of the agenda, they should attempt to keep their comments general and professional rather than singling out particular speakers.

**B. In Unofficial Settings**

- i. Make no promises on behalf of Town Council. Officials will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer to Town staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise that Town staff will do something specific (e.g. fix a pothole, plant flowers in a median, etc.).
  - ii. Make no personal comments about other Officials. It is acceptable to publicly disagree about an issue. It is unacceptable to make derogatory comments about other Officials, their opinions, or actions. Remember that as Officials, you serve as models for community members. Honesty and respect for the dignity of each individual should be reflected in Officials' words and actions. Officials should adhere to the Elected Official Meeting Protocol Policy, including directly discussing personal conflicts outside of a meeting.
  - iii. Make no insinuation that your office entitles you to special power or privilege. Officials must always refrain from insinuating that they hold special authority or privilege as a result of their status as an elected or appointed official. Examples of prohibited actions include, but are not limited to, attempting to avoid receiving a traffic ticket or citation for another Code violation by referencing their official position (i.e., "do you know who I am?"); attempting to intimidate or sway members of the public ("I have a lot of power in this Town, so you would do best to respect me."); or attempting to receive perks like free drinks, concert tickets, etc. at a local or Town-owned bar or venue.
4. Official Conduct with Other Public Entities.

**A. Be clear about representing the Town or personal interests.** If an Official appears before another governmental agency or organization to give a statement on an issue, the Official should clearly state if their statement reflects a personal opinion or is the official stance of the Town. Even if the Official is representing their own personal opinion, they should keep in mind that this may still reflect upon the Town as an organization.

If the Official is representing the Town, the Official must support and advocate for the official Town position on the issue, not the Official's personal viewpoint.

If the Official is representing another organization with a position that is different from the Town's official position, the Official should disclose this conflict of interest to the Town Council so that they can vote on whether there is an actual conflict of interest that would prevent the Official from voting on the issue. Officials should be clear about which organizations they represent and inform the Mayor and Town Council of their involvement.

**B. Correspondence also should be equally clear about representation.** Town letterhead and Town email addresses may be used when an Official is representing the Town and the Town's official position. A copy of official correspondence should be given to the Town Clerk to be filed as part of the permanent public record. Town letterhead and email

addresses should not be used for correspondence when an Official is expressing a personal point of view.

5. Mayor and Councilmember Conduct with Other Boards and Commissions. The Town has established several boards and commissions as a means of gathering additional community input. Citizens who serve on boards and commissions become more involved in the Town and serve as advisors to Town Council. They are a valuable resource for the Town's leadership and should be treated with appreciation and respect.

**A. The Mayor and Councilmembers must express only personal opinions at board or commission meetings.** The Mayor and Councilmembers may attend any board or commission meeting, which are always open to the public. However, if the board or commission is conducting a public hearing, the Mayor and Councilmembers are strongly encouraged to remove themselves from the proceedings in order to avoid a perception that they are influencing the outcome of the proceedings. Any public comments made by the Mayor or a Councilmember at a board or commission meeting should be clearly expressed as an individual opinion and not as the Town Council's official position. However, the Mayor and Town Councilmembers are discouraged from making public comments at board and commission meetings, even in their individual capacity, as this may create the perception that the Official is unfairly affecting the process.

**B. Limit contact with board and commission members.** It is inappropriate for the Mayor or a Councilmember to contact a board or commission member to lobby on behalf of an individual or entity that has business before the board or commission. Officials should contact staff if they desire to clarify a position or action taken by the board or commission.

**C. Remember that boards and commissions serve the community, not individuals.** The Town Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Town Council. However, board and commission members do not report to individual Councilmembers or the Mayor, nor does any individual Councilmember or the Mayor have the authority to remove a board or commission member if they disagree about an issue. Appointment to a board or commission is based on criteria such as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should never be used as a political "reward."

**D. Be respectful of diverse opinions.** One of the primary roles of boards and commissions is to represent the many points of view in the community and to provide the Town Council with advice based on a full spectrum of concerns and perspectives. Officials must be fair to and respectful of all citizens serving on the Town's boards and commissions.

**E. Keep political support away from public forums.** Board and commission members may offer political support to an Official in their individual capacity, but not while acting in their official capacity, such as during an official meeting or while conducting official duties. Conversely, Officials may support board and commission members who are running for office in their individual capacity, but not while acting in their official capacity.

**F. Inappropriate behavior can lead to removal.** Inappropriate behavior by a board or commission member should be noted to the Mayor, and the Mayor should counsel the offending Official. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Town Council and the individual may be subject to removal from the board or commission.

6. Official Conduct with the Media.

Officials may be contacted by the media for background, interviews, and quotes.

The Mayor is the official spokesperson for the Town Council and is the designated representative to present and speak on the Town's official positions. If the media contacts an individual Official, the Official should contact the Town Manager for next steps.

When speaking to the media, it is advised that an Official never go "off the record." While most members of the media represent the highest levels of journalistic integrity and ethics, it isn't worth the risk to have words disseminated in the media that were not intended to be official quotes. Additionally, Officials should be intentional about the words they use when speaking to the media. Comments can be taken out of context or misconstrued. Officials should be cautious about using humor, sarcasm, or wordplay, and should always refrain from using personal slurs, curse, words, or other inappropriate language when conducting interviews.

**XII. Sanctions**

1. Public Disruption. Members of the public whose conduct disrupts a public meeting, who do not cease the disruptive behavior after a warning, may be removed from the meeting and barred from further participation at that meeting.
2. Inappropriate Staff Behavior. Officials should notify the Town Manager when any staff member does not engage in appropriate conduct in their dealings with Officials, other Town staff, or the public. These employees may be disciplined in accordance with the Town's policies and procedures.
3. Official Behavior and Conduct. Officials who intentionally and repeatedly engage in improper conduct, including violations of this Code of Ethics and Conduct may be subject to the sanctions described in Chapter 2.05 of the Parker Municipal Code.



## Request for Town Council Action

**Date:** May 4, 2026  
**Submitted By:** Jamie Wynn, Town Attorney  
**Reviewed By:** Michelle Kivela, Town Manager  
**Title:** **ORDINANCE NO. 5.06.42.4 - Second Reading**  
**A Bill for an Ordinance to Amend Chapter 7.03 of the Parker**  
**Municipal Code Concerning Restrictions on the Use of Certain Vehicles**  
**Department: Town Attorney, Jamie Wynn**

### **EXECUTIVE SUMMARY**

---

Based upon a review of the Municipal Code, various sections were determined to need amendments, for clarification purposes, to come into compliance with State law requirements, to update outdated language, and for needed additions. Chapter 7.03 was determined appropriate for proposed amendments for purposes of clarification and to update language.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town has been conducting a review of various provisions of the Parker Municipal Code ("Code") to propose amendments that will assist with clarity, bring the Code into compliance with State law where necessary, to update provisions that are outdated, and for other needed and appropriate amendments. One such Chapter where amendments are being proposed is Chapter 7.03.

With respect to Chapter 7.03, it was determined that the Code had multiple definitions for the term "recreational vehicle." To clarify the intent for the Code provisions in Chapter 7.03, it is being proposed to amend the term "recreational vehicle" to "off-road vehicle." In addition, there has been confusion about whether this Chapter applies to certain types of vehicles. Therefore, the definition is being clarified to list additional specific types of vehicles. Additional clarifications and updates are being recommended with respect to the title of Town Manager and clarifications about areas where the use of certain motor vehicles and/or "off-road vehicles" are prohibited.

### **FINANCIAL IMPACT**

---

No financial impacts are anticipated.

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

---



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

**ATTACHMENTS**

---

1. Ordinance No. 5.06.42.4

**RECOMMENDED MOTION**

---

I move to approve Ordinance No. 5.06.42.4 on second reading.

ORDINANCE NO. 5.06.42.4, Series of 2026

**TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 7.03 OF THE PARKER MUNICIPAL CODE CONCERNING RESTRICTIONS ON THE USE OF CERTAIN VEHICLES**

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

Section 1. Amendment. Chapter 7.03, Sections 7.03.010, 7.03.020, and 7.03.040, of the Parker Municipal Code is hereby amended to read as follows:

**7.03.010 Definitions.**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

\*\*\*

*Recreational Off-road vehicle* means any self-propelled wheeled or tracked vehicle primarily designed to be operated for recreational purposes on land, or on land and water, other than roads; **which includes, but is not limited to,** motor scooters, motor bicycles, **trail motorcycles, dirt bikes – whether electric or gas powered,** trail bikes, mini bikes, tote-goats, dune buggies, go-carts, snowmobiles and all-terrain vehicles. **For purposes of this Chapter, 7.03, this does not include electrical assisted bicycles (“e-bikes”) as specifically defined in Section 12.02.020 of this Code, where such defined e-bikes are otherwise specifically allowed by this Code.**

**7.03.020 Restrictions on use.**

(a) It is unlawful for any person to operate any licensed or unlicensed motor vehicle or ~~recreational~~ **off-road** vehicle, whether registered or unregistered, in any of the following places, unless the property is posted for the specific use of motor vehicles and or ~~recreational~~ **off-road** vehicles:

(1) On any public property within the corporate limits of the Town, **to include all Town-owned or operated parking areas and parking structures,** unless such operation is specifically authorized by the Town ~~Administrator~~ **Manager** or designee, as part of a community event under Chapter 10.08 of this Code, or by the Town Council by resolution. This provision is not intended to prevent the operation of motorized vehicles on these properties by the Town or a contractor acting on behalf of the Town; or by a special district, metropolitan district or homeowners/business owners association, including an employee or agent for any of the herein listed entities, for the purpose of maintaining, repairing or patrolling the properties if as authorized by the Town Council by resolution and with an appropriate permit issued by the Chief of the Parker Police Department or the Parks, Recreation and Open Space Director, or their designee; or for the limited use of golf cars traveling across a Town roadway at a designated crossing to proceed from one hole on the

Black Bear golf course to the next where such crossings were in effect prior to the Town roadway being completed;

\*\*\*

- (4) On any property or other property located within the Town and owned or maintained by a school district or any college or university, except upon roadways specifically designated for the operation of motor vehicles **though off-road vehicles remain prohibited on such property**, except where such operation is specifically authorized by the superintendent or chief executive officer of the school or school district or his or her designee and a permit has been obtained therefor. This prohibition shall not apply to the movement of school buses or other vehicles duly authorized to be operated or moved in or upon any school grounds;

\*\*\*

- (6) On any private property within the Town, except by the property owner only, unless the property is conspicuously posted at least every two hundred fifty (250) feet designating the property as a motor vehicle and recreational vehicle area or park. The Town ~~Administrator~~ **Manager** or designee may issue a permit for such use and may set out rules and regulations for the usage that may be in the best interest of the health, safety and welfare of the users and the citizens of the Town. The permit shall set forth the effective date of the use, hours of the use, the name of the property owner or his or her agent, and any specific conditions attached to the permit. A copy of the order is to be delivered to the Police Department prior to the effective date of the authorization, together with a telephone number where the property owner or his or her agent may be reached on a twenty-four-hour basis;

\*\*\*

- (b) Nothing in this Section is intended to prevent the lawful operation of any motor vehicle ~~or recreational vehicle~~ on any public street, highway or alley in accordance with other applicable ordinances of the Town or statutes of the State. **The use of any off-road vehicles on any public street, highway or alley is prohibited.**

#### 7.03.040 Penalties.

Any person who is convicted of, or pleads guilty or no contest to, a violation of this Chapter shall be punished by a fine **determined by the Municipal Court schedule, as authorized by the Town Council** ~~not to exceed four hundred ninety-nine dollars (\$499.00).~~

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this

Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney