

TOWN OF PARKER COUNCIL AGENDA
December 4, 2017

Notes:

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

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

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

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.**

2. **SPECIAL PRESENTATIONS**

- **Legend High School Softball Team 5A State Softball Championship**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

5. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

6. **REPORT, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **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***

Town Council Minutes for 10-2-17

Town Council Minutes for 10-16-17

Town Council Minutes for 11-6-17

B. *ORDINANCE NO. 9.252.2 - First Reading*

A Bill for an Ordinance to Approve the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project

Department: Engineering, Alex Mestdagh

Second Reading: December 11, 2017

C. *CONTRACTS OVER \$100,000*

1. *Third Amendment to Agreement for Professional Services (for advertising purchased for the PACE Center)*

Amount: \$263,000

Contractor: Evolution Communications Agency

*Department: Cultural, Elaine Mariner
Cultural, Carrie Glassburn*

2. *Intermountain Rural Electric Association - Parker Road at Robinson Ranch Overhead to Underground Electrical Conversion*

Amount: \$641,674

Contractor: Intermountain Rural Electric Association

Department: Engineering, Chris Hudson

3. *First Amendment to Agreement for Professional Services (purchase of additional seats for Schoolhouse Theater)*

Amount: \$204,700

Contractor: Barbizon Light of the Rockies

*Department: Cultural, Elaine Mariner
Cultural, Shaun Albrechtson*

8. **TOWN ADMINISTRATOR**

9. **PUBLIC HEARINGS**

NEU TOWNE METROPOLITAN DISTRICT

Department: Town Attorney, Jim Maloney

(1) RESOLUTION NO. 17-057

A Resolution to Approve the First Amendment to Service Plan for Neu Towne Metropolitan District

(2) RESOLUTION NO. 17-058

A Resolution Providing Consent to the Inclusion of Property Within the Neu Towne Metropolitan District

10. ORDINANCES

A. ORDINANCE NO. 4.85.4 - Second Reading

A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code

Department: Building, Dale Schmidt

B. ORDINANCE NO. 1.508 - Second Reading

A Bill for an Ordinance to Levy General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2018 Budget Year

Department: Finance, Mary Lou Brown

C. ORDINANCE NO. 1.289.4 - Second Reading

A Bill for an Ordinance to Approve the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado and the Parker Authority for Reinvestment for Administrative Services

Department: Community Development, Jason Rogers

D. ORDINANCE NO. 5.78 - Second Reading

A Bill for an Ordinance to Amend Chapter 8.11 of the Parker Municipal Code by the Addition Thereto of a New Section 8.11.070 Concerning Matters Related to Sexually Explicit Images of a Minor

Department: Town Attorney, Jim Maloney

E. ORDINANCE NO. 1.480.4 - Second Reading

A Bill for an Ordinance to Approve the Reinstatement of and Fourth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of Parker and ACG, LLC, Concerning the Gym Property

Department: Community Development, Weldy Feazell

11. ADJOURNMENT

Parker Town Council

Executive Session Agenda

December 4, 2017

“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. The Intergovernmental Agreement between the Town and Douglas County (the comprehensive development plan)
2. Compark Village Filing Nos. 1 and 2 Subdivision Agreements and the Intergovernmental Agreement for Belford Avenue

“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).”

3. C.R.S. Section 32-1-502, procedure for excluding property from a special district
4. Professional Services Agreement with Logan Simpson Design, Inc.
5. Section 7.20.080 of the Parker Municipal Code



Your kind of place.

PROCLAMATION

WHEREAS, the Legend High School Softball Team has been to state six times in a row; and,

WHEREAS, Legend High School's Softball Team has been in two semi-finals; and

WHEREAS, the Legend High School Softball team won the Class 5A softball title on October 21, 2017 in a 9-3 victory; and,

WHEREAS, the Softball Team is Legend High School's first state championship in any sport.

BE IT RESOLVED, that we hereby recognize the Legend High School Softball Team for their hard work, dedication, and accomplishment.

In witness thereof, I have hereunto set my hand this 4th day of December, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 2, 2017**

Mayor Pro Tem Josh Martin called the meeting to order at 5:34 p.m. Mayor Mike Waid was absent.

Town Attorney Jim Maloney announced the topics for discussion in Execution Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there was one (1) item which was the proposed annexation agreement for the Highlands at Kings Point property. Under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was Section 26A Douglas County Appeal Standards and Procedures (proposed Compark transfer station); the second item was Section 4.03.210 of the Parker Municipal Code (construction use tax on utilities). Under C.R.S. § 24-6-402(4)(f) there was one (1) item which was the Town Attorney Decision Wise 360-Degree Feedback/Evaluation Process.

EXECUTIVE SESSION

Amy Holland moved and Joshua Rivero seconded to go into Executive Session at 5:35 p.m. 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), to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to come out of Executive Session at 6:57 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Pro Tem Martin reconvened the meeting at 7:02 p.m.

Mayor Pro Tem Martin led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS – None

PARKER CHAMBER OF COMMERCE UPDATES – None

DOWNTOWN BUSINESS ALLIANCE UPDATES

- Shelly reported the Relay for Life raised \$65,000 for the American Cancer Society.
- Reported the First Friday Art Walk would be held this Friday. The last one was with teen artists and there was a great turnout.
- Shelly stated the Alliance would like to see more lights on Mainstreet. She suggested putting lights in the medians and use the signature globes on Victorian Peaks.

PUBLIC COMMENTS – None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Council provide brief updates of meetings they attended since the last Council meeting.

CONSENT AGENDA

- A. *INTENTIONALLY LEFT BLANK*

- B. *TOWN COUNCIL OF THE TOWN OF PARKER ORDER IN SUPPORT OF DENIAL OF THE APPLICATION TO AMEND THE BRADBURY RANCH PLANNED DEVELOPMENT GUIDE AND PLAN*
Department: Town Attorney, Jim Maloney

- C. *ORDINANCE NO. 9.270 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers
Department: Police Department, Andy Coleman
Second Reading: October 16, 2017

- D. *ORDINANCE NO. 5.27.5 - First Reading*
A Bill for an Ordinance to Amend Section 3.01.050 of the Parker Municipal Code by the Addition Thereto of New Subsections (a) (10) and (11) Concerning Court Costs Associated with Setting Aside Certain Convictions and Judgments
Department: Town Attorney, Jim Maloney
Second Reading: October 16, 2017

- E. *ORDINANCE NO. 4.114 - First Reading*
A Bill for an Ordinance Establishing the Vertical and Horizontal Alignment and the Grade of Kings Point Way from the Cottonwood Drive Intersection to Approximately 850 Feet North of the Cottonwood Drive Intersection
Department: Engineering, Chris Hudson
Second Reading: October 16, 2017

- F. *HIGHLANDS AT KINGS POINT PROPERTY - Annexation and Zoning*
Applicant: Peter Niederman, Douglas County Associates
Location: North of Cottonwood Drive on both sides of E-470
Department: Community Development, Stacey Neger
Community Development, Carolyn Parkinson
Second Reading: October 16, 2017

- (1) *ORDINANCE NO. 2.253 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Highlands at Kings Point Property in Douglas County

- (2) *ORDINANCE NO. 3.331 - First Reading*

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Highlands at Kings Point Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

G. ORDINANCE NO. 2.254 - First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Kings Point Way Right-of-Way Property in Douglas County

Applicant: Town of Parker
 Location: North of Cottonwood Drive on west of E-470
 Department: Community Development, Stacey Neger
 Community Development, Carolyn Parkinson
 Second Reading: October 16, 2017

H. ORDINANCE NO. 9.136.3 - First Reading

A Bill for an Ordinance to Approve an Amended and Restated Funding Agreement to that Certain Funding Agreement By and Between the Town of Parker and the Douglas County Emergency Telephone Service Authority for Funding the "VIPER System" to Improve Communications Between the Parker Police Department and Other Law Enforcement Agencies

Department: Police Department, Ron Combs
 Second Reading: October 16, 2017

I. ORDINANCE NO. 1.506 - A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for a Waterline on Lot 1A, Mainstreet Center, 1st Amendment

Department: Engineering, Alex Mestdagh
 Second Reading: October 16, 2017

J. PROCLAMATION – Small Business Saturday

Joshua Rivero moved and Amy Holland seconded to approve Consent Agenda Items 7A through 7J.

The motion was approved unanimously.

TOWN ADMINISTRATOR

Town Administrator Kivela reported on the Council's Budget Retreat the previous week and stated it was very productive.

PUBLIC HEARINGS**TRAILS AT CROWFOOT – Rezone, Sketch and Preliminary Plan (To be rescheduled to a date uncertain)**

Applicant: Chris Elliott, HR 935, LLC
Location: East of Crowfoot Valley Road, South of Stroh Road
Department: Community Development, Stacey Nerger

- (1) **ORDINANCE NO. 3.315.1**
A Bill for an Ordinance to Amend the Hess Ranch Development Plan and Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform therewith
- (2) **Sketch and Preliminary Plan**

7:17 PM

Staff recommended Town Council continue the proposal to a date uncertain so the applicant could provide the required documents.

Renee Williams moved and Amy Holland seconded to continue the Trails at Crowfoot rezoning and sketch and preliminary plans to a date uncertain.

The motion was approved unanimously.

ORDINANCE NO. 5.32.4 – Second Reading**A Bill for an Ordinance to Amend Section 10.01.020(a) of the Parker Municipal Code Concerning Removal of Snow and Ice from Sidewalk**

Department: Engineering, Chris Hudson

Over the past several years, the Town has run into issues with enforcement of snow removal from sidewalks and trails in the Town. The intent of this proposed amendment to the Parker Municipal Code 10.01.020(a) is to expand the definition of a sidewalk. The current code that addresses removal of snow and ice from sidewalks is section 10.01.020 and the proposed revisions are specific to Paragraph (a) of this code. Paragraph (a) is related to snow and ice removal on sidewalk fronting or abutting any building or lot of land. This revision would expand this section of the code to include a tract of land. It is very common in the Town of Parker to have tracts of land with sidewalks and trails on them.

The proposed revision would also include a paved trail as being considered equivalent to sidewalks related to removal of snow and ice. Parker Municipal Code 10.01.020(a) would also be amended to expand the definition of the term "abutting" to include sidewalks or paved trails that are within or adjacent to tracts of land that are part of a planned development and are used to connect neighborhoods within a planned development including that portion of sidewalks or paved trails that cross public rights -of- ways whether at grade or grade separated. An example of a grade separated crossing would be the underpass under Motsenbocker Road south of the French Creek Avenue intersection that connects the Stroh Ranch planned developments on both sides of Motsenbocker Road by a concrete box culvert.

Public Comment – None

Amy Holland moved to approved Ordinance No. 5.32.4 on seconded reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.204.2 – Second Reading

A Bill for an Ordinance to Approve the Second Amendment to the Snow Removal Intergovernmental Agreement By and Between the Town of Parker and the Commissioners of Douglas County

Department:

Engineering, Chris Hudson

In June of 2013, Town Council approved an IGA with Douglas County that formalized snow removal arrangements between the Town of Parker and Douglas County. Contained in that IGA, there are Town roadways that Douglas County does snow removal on and vice-versa. The IGA also has provisions to allow for amendments as the Town continues to grow and develop. The IGA was amended in 2014 to include the addition of Double Angel Road. An additional amendment is now needed due to additional changes in the Town.

Changes in the IGA are needed to due to the recent construction of Cottonwood Drive between Jordan Road and Chambers Road. This is a new Town arterial roadway that the Town needs to perform snow removal on. The Town had previously agreed to perform snow removal on Aventerra Parkway between Chambers Road and Jordan Road in order to gain access to the portion of the Compark development that has been annexed into the Town. Aventerra Parkway is a Douglas County owned roadway. The Town will no longer need to utilize Aventerra Parkway to get access to the Compark development but will instead utilize the recently opened Cottonwood Drive. Douglas County will assume snow removal operations on Aventerra Parkway.

The second part of the proposed amendment is related to having Douglas County snowplow the entire length of Bluegrass Circle in the Cottonwood development that is west of Jordan Road. Approximately seventy percent of this two-thirds of a mile roadway is located in unincorporated Douglas County. Thirty percent of this roadway is in the Town and Douglas County has agreed to perform snow removal on this section.

Public Comment – None

Joshua Rivero moved to approved Ordinance No. 9.204.2 on seconded reading.

John Diak seconded the motion,

The motion was approved unanimously.

The meeting was adjourned at 7:25 p.m.

Chris Vanderpool, Deputy Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 16, 2017**

Mayor Mike Waid called the meeting to order at 5:55 p.m. Amy Holland arrived at 5:50 p.m. Josh Martin was absent and Debbie Lewis arrived at 6:20 p.m. Amy Holland then left the meeting at 6:30 p.m.

Town Attorney Jim Maloney announced the topics for discussion in Execution Session were six (6) items. Under C.R.S. § 24-6-402(4)(e) there was one (1) item which was the proposed annexation agreement for the Norton property. Under C.R.S. § 24-6-402(4)(b) there were four (4) items, the first was Section 26A Douglas County Appeal Standards and Procedures (proposed Compark transfer station); the second item was Section 13.06.050 of the Parker Municipal Code concerning vehicular access and circulation (Stroh Ranch Filing No. 1, 1st Amendment); the third item was Section 13.04.280 of the Parker Municipal Code (Light Industrial Conservation Overlay District); and the fourth item was Default related to Pine Bluffs Filing No. 3B Subdivision Agreement. Under C.R.S. § 24-6-402(4)(f) there was one (1) item which was the Town Attorney Evaluation Process

EXECUTIVE SESSION

Amy Holland moved and John Diak seconded to go into Executive Session at 5:55 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

Debbie Lewis moved and Renee Williams seconded to adjourn the Executive Session at 7:04 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:08 p.m.

SPECIAL PRESENTATIONS

- The Mayor recognized Cohlton Schultz as the Gold Medal Roman World Championship.

PARKER CHAMBER OF COMMERCE UPDATES - None

PUBLIC COMMENTS

- Scott Wright, Parker, Colorado – Commented about the Pine Bluffs property and the entrances. He felt like Toll Brothers had misrepresented the entrances and felt the entrances were unsafe. He asked Council to look into the situation.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Council provided a brief update on the meetings they had attended since the last Council meeting.

CONSENT AGENDA

- A. *INTENTIONALLY LEFT BLANK*
- B. *AMENDED AND RESTATED PINE BLUFFS FILING NO. 2 SUBDIVISION AGREEMENT*
Department: Town Attorney, James S. Maloney
- C. *ORDINANCE NO. 3.315.1 - First Reading*
A Bill for an Ordinance to Amend the Hess Ranch Development Plan and Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Stacey Nerger
Second Reading: November 6, 2017
- D. *PROCLAMATION – Community Planning Month, October 2017*
Department: Town Council

Joshua Rivero moved and Renee Williams seconded to approve the Consent Agenda Items 6B – 6D.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports - None**

PUBLIC HEARINGS

- A. **HIGHLANDS AT KINGS POINT PROPERTY - Annexation and Zoning**
Applicant: Peter Niederman, Douglas County Associates
Location: North of Cottonwood Drive on both sides of E-470
Department: Community Development, Stacey Nerger
Community Development, Carolyn Parkinson

7:24 PM

Public Hearing Items A and B were combined into one presentation. The applicant, Douglas County Associates L.L.P., proposes to annex and commercially zone approximately 20-acres of land into the Town of Parker. The Highlands at Kings Point property is located at the northeast corner of Cottonwood Drive and the future Kings Point Way.

On September 19, 2016, Town Council approved the Pre-Annexation Agreement for the Highlands at Kings Point property.

On August 21, 2017, Town Council set the public hearing date for the Annexation Petition for October 16, 2017.

On October 2, 2017, Town Council approved the first reading of the Annexation and Zoning.

The Highlands at Kings Point property is situated east of the Vantage Point development, on both sides of E-470 and north of the existing Crown Point development. The 20-acre property is proposed to be annexed and zoned into the Town of Parker. The proposed rezoning will create two Planning Areas for commercial use. Planning Area 1 located on the west side of E-470 will be zoned for commercial development with a focus upon retail sales tax generating businesses. Planning Area 2 located on the east side of E-470 is located near the Stone Canyon Apartments and will be zoned for open space.

The property is contiguous to the Town and meets the statutory requirements for annexation.

Applicant:

Peter Niederman concurred with the staff presentation and did not have anything to add.

Public Comment: None

(1) RESOLUTION NO. 17-052

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Highlands at Kings Point Property for Annexation into the Town of Parker

Joshua Rivero moved to approve Resolution No. 17-052.

Renee Williams seconded the motion.

The motion was approved unanimously.

(2) ORDINANCE NO. 2.253 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Highlands at Kings Point Property in Douglas County

Joshua Rivero moved to approve Ordinance No. 2.253 on seconded reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

(3) ORDINANCE NO. 3.331 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Highlands at Kings Point Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Joshua Rivero moved to approve Ordinance No. 3.331 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

(4) **ANNEXATION AGREEMENT**

Joshua Rivero moved to approve the Annexation Agreement.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. KINGS POINT WAY RIGHT-OF-WAY PROPERTY - Annexation

Applicant:	Town of Parker
Location:	North of Cottonwood Drive on west side of E-470
Department:	Community Development, Stacey Neger Community Development, Carolyn Parkinson

Public Hearing Items A and B were combined into one presentation.

(1) **RESOLUTION NO. 17-053**

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Kings Point Way Right-of-Way Property for Annexation into the Town of Parker

John Diak moved to approve Resolution 17-053.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

(2) **ORDINANCE NO. 2.254 – Second Reading**

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Kings Point Way Right-of-Way Property in Douglas County

John Diak moved to approve Ordinance No. 2.254 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

C. LOT 4C, LINCOLN MEADOWS FILING 2, AMENDMENT 1– Use by Special Review

Applicant: Thomas Frank, Richie's Parker Express Carwash
Location: Southwest corner of Dransfeldt and Lincoln
Department: Community Development, Paul Workman

7:34 PM

Richie's Parker Carwash Express requests the approval of a Use by Special Review to convert their three self-serve carwash bays into two bays for auto detailing and one bay for office space.

The proposal is to enclose three self-serve wash-bays to accommodate an office in the eastern most bay and auto detailing in the two remaining bays. The auto detailing would include window tinting and limited cleaning services. An administrative Site Plan Amendment has been submitted to the Town for review and is currently being evaluated against the PD Guide development requirements.

The subject property is designated Commercial within the Lincoln Meadows PD Map. Within Section IV.B of the Lincoln Meadows PD Guide, certain Uses by Special Review are identified in the Commercial area.

The previously referenced Section identifies that "Automobile service stations, not including auto body or engine repair" are required to obtain approval for a Use by Special Review.

The requested changes to the Site Plan would be located directly adjacent to the current window chip repair operation and has the potential to create a pinch point on the site. Staff therefore recommends that if approved, the Use by Special Review include a condition that the applicant is required to relocate the window chip repair operation to the west side of the site in order to ensure adequate site circulation.

On September 28, 2017, the Planning Commission voted 7-0 to recommend approval for the request, subject to three conditions. Staff recommended that Town Council approve the Use by Special Review subject to the three conditions:

1. The applicant shall meet or exceed the requirements of the landscape plan submitted in connection with the Site Plan Amendment (SPI 7-042).
2. The Site Plan Amendment shall reflect a new location for the existing chip repair operation and canopy on the west side of the building.
3. This approval shall expire 12 months after the date of approval unless a grading permit or building permit has been applied for. Upon written request, the Community Development Director may grant one 90-day extension.

Applicant

The applicant was satisfied with staff's presentation and had nothing further to add.

Public Comment - None

John Diak moved to approve Lot 4C, Lincoln Meadows Filing 2, Amendment 1 with the conditions noted in staff's presentation.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.270 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers

Department: Police Department, Andy Coleman

This contract has been developed through partnerships between the Douglas County School District and the Town of Parker. The schools and the Police Department have reached an agreement to have an officer from the Town of Parker serve as a School Resource Officer and a Y.E.S.S Instructor and the school district will pay half of the salary of the officer. A 90-hour overtime budget has also been added to the contract for special events and after school activities. The school district will pay up to the 90 hours at 100%.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 9.270 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 5.27.5 - Second Reading

A Bill for an Ordinance to Amend Section 3.01.050 of the Parker Municipal Code by the Addition Thereto of New Subsections (a) (10) and (11) Concerning Court Costs Associated with Setting Aside Certain Convictions and Judgments

Department: Town Attorney, Jim Maloney

The Parker Municipal Court often receives requests in the form of motions to set aside certain judgments and convictions. The processing of such a motion requires a significant administrative effort. The Parker Municipal Court does not have the authority under the Parker Municipal Code to impose court costs for this effort. The purpose of this ordinance is to establish a court cost to process these types of motions.

The Parker Municipal Court reviews motions to set aside convictions because a defendant: (1) failed to satisfy the conditions of a "deferred judgment" and the court enters a judgment; or (2) the defendant "failed to appear" at court to address a traffic offense and the court enters a default judgment. The processing of these types of motions requires a significant effort by the court staff. There is currently no court cost in place under the Parker Municipal Code to cover the administrative cost for the court staff to process these types of motions. The purpose of the attached ordinance is to establish a court cost of up to \$100 to process these types of motions. By limiting the cost to "no more than" \$100 allows the court to graduate the amount of this court cost in order to take into account the reasons for the defendant's failure to comply with the conditions of a "deferred judgment" or the defendants "failure to appear," *i.e.*, illness, family emergency, or other valid reasons.

Public Comment – None

Debbie Lewis moved to approve Ordinance No. 5.27.5 on seconded reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 4.114 - Second Reading

A Bill for an Ordinance Establishing the Vertical and Horizontal Alignment and the Grade of Kings Point Way from the Cottonwood Drive Intersection to Approximately 850 Feet North of the Cottonwood Drive Intersection

Department: Engineering, Chris Hudson

The Town would like to begin the construction of Kings Point Way north of Cottonwood Drive in 2018. Since this is a new Town roadway, the Town must establish the vertical alignment, the horizontal alignment and the grade for this roadway.

This ordinance establishes the vertical alignment, horizontal alignment and the grade of this new Town roadway for approximately 850 feet north of the Cottonwood Drive intersection. Beyond (or north of) this point, the roadway will exist within the incorporated boundary of the City of Aurora. This ordinance is being proposed so that the vertical alignment, horizontal alignment and the grade of Kings Point will already have been determined for any future development adjacent to this roadway.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 4.114 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.136.3 - Second Reading

A Bill for an Ordinance to Approve an Amended and Restated Funding Agreement to that Certain Funding Agreement By and Between the Town of Parker and the Douglas County Emergency Telephone Service Authority for Funding the "VIPER System" to Improve Communications Between the Parker Police Department and Other Law Enforcement Agencies

Department: Police Department, Ron Combs

This ordinance would approve an amendment to the Funding Agreement between the Town of Parker and the Douglas County Emergency Telephone Service Authority to fund the "VIPER System," which is a 911 telephone platform that will enhance communications between the Parker Police Department, other law enforcement agencies, and the community. Funding for this project has been appropriated by the Douglas County Emergency Telephone Service Authority.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 9.136.3 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 1.506 – Second Reading**A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for a Waterline on Lot 1A, Mainstreet Center, 1st Amendment****Department: Engineering, Alex Mestdagh**

This item accompanies an ordinance proposing to convey a waterline easement to Parker Water and Sanitation District (PWSD) across Lot 1A of Mainstreet Center, 1st Amendment. This easement is necessary to accommodate a new waterline that will be installed by the Parker Taphouse Development.

Public Comment - None

Renee Williams moved to approve Ordinance. 1.506 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:34 p.m.

Chris Vanderpool, Deputy Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
November 6, 2017**

Mayor Waid called the meeting to order at 6:03 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(f) there was one (1) item which was the Town Attorney Evaluation Process. Under C.R.S. § 24-6-402(4)(b) there were (4) items; the first was Section 15.7 of the Town Charter (budgeted annual donation for public, charitable or other purposes); the second was Sections 4.03.030 and 4.03.190(a)(7) of the Parker Municipal Code (concerning tax on pay television services); the third item was potential claims related to the Harvie Property; and the fourth item was the Intergovernmental Agreement for a Comprehensive Development Plan.

EXECUTIVE SESSION

Josh Martin moved and Debbie Lewis seconded to go into Executive Session at 6:04 p.m. to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f); and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Amy Holland seconded to recess the Executive Session at 7:00 p.m.

The motion was approved unanimously.

SPECIAL PRESENTATION

Allison Kincad of the Colorado Parks and Recreation Association Awards presented Jared Musil with the Outstanding Parks Professional of the Year. She also presented Deni Jacobs with the Columbine Award for Programming-Aquatic Therapy.

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston reported on the Ribbon Cutting for RMK Re-Grand Opening. Reported on the Chamber's Board retreat. Stated the Candidate Forum went very well this year. Reported the Chamber has hired a new event planner and will be doing interviews next week for a Workforce Director.

DOWNTOWN BUSINESS ALLIANCE UPDATES – None

PUBLIC COMMENTS

Scott Wright, Parker, Colorado
Amber Misgen, Parker, Colorado
Doug DeWitts, Parker, Colorado
Lynda Schutzenberger, Parker, Colorado
Brent Taper, Parker, Colorado
Robin Mossin, Parker, Colorado
Ron Cartridges, Parker, Colorado
Bill Johnson, Parker Colorado
Jim Dalished, Parker Colorado
Terry MacIntosh, Parker, Colorado

All of the above individuals spoke regarding concerns with safety of the Pine Bluffs access. They all stated the access presents unsafe conditions for pedestrian and vehicle traffic.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

This item was left off the agenda in the transition to the new electronic packet system. There were no reports.

CONSENT AGENDA

A. APPROVAL OF MINUTES - August 21, 2017

B. ORDINANCE NO. 1.493.5 - First Reading

A Bill for an Ordinance to Adopt the 2017 Revised Budget for the Town of Parker and to Make Appropriations for the Same

*Department: Finance, Mary Lou Brown
Finance, Rhonda Willey*

Second Reading: November 20, 2017

C. ORDINANCE NO. 3.147.7 - First Reading

A Bill for an Ordinance to Amend Section 13.07.120(c)(3) of the Parker Municipal Code Concerning Replats of Lots or Tracts

Department: Community Development, Bryce Matthews

Second Reading: November 20, 2017

Joshua Rivero moved and Amy Holland seconded to approve the Consent Agenda Items 6A through 6C.

The motion was approved unanimously.

TOWN ADMINISTRATOR - None

PUBLIC HEARINGS

A. TRAILS AT CROWFOOT – Rezone, Sketch and Preliminary Plan

Applicant: Chris Elliott, HR 935, LLC
Location: East of Crowfoot Valley Road, south of Stroh Road
Department: Community Development, Stacey Nerger
Trakit No.: Z16-035, SUB16-050, SUB16-051

(1) ORDINANCE NO. 3.315.1 - Second Reading

A Bill for an Ordinance to Amend the Hess Ranch Development Plan and Guide, Pursuant to the Town of Parker Land Development Ordinance,

and Amending the Zoning Ordinance and Map to Conform Therewith

(2) SKETCH AND PRELIMINARY PLAN

7:41 PM

The applicant, HR 935, L.L.C., proposes to amend the Hess Ranch Planned Development (PD) to adjust internal planning area boundaries within the 400 acres located on the east side of Crowfoot Valley Road as a result of the proposed re-alignment of North Pinery Parkway through the site.

In addition, the applicant proposes a Sketch Plan for the comprehensive development of the site with residential uses and limited commercial, parks/open space and public uses. The Sketch Plan incorporates a total of 890 residential units on 400.2 acres as permitted by the Hess Ranch PD. The associated Preliminary Plan creates 753 single-family residential lots and 35 tracts for a future school, fire station, open space and parks on the site.

The Preliminary Plan includes additional land on the west side of Crowfoot Valley Road for a detention pond necessary for drainage purposes.

The Planning Commission reviewed this application on October 12, 2017, and recommended approval subject to the six (6) conditions listed with the staff report.

Applicant

The applicant, John Preston stated staff's presentation was very detailed and there was little to add.

Public Comment - None

Josh Martin moved to approve Ordinance No. 3.315.1 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve the Trails at Crowfoot Sketch and Preliminary Plans, based on staff findings, with the following conditions contained in the staff report.

1. The Hess Ranch Planned Development Amendment No. 1 shall be approved and recorded prior to approval of this Sketch and Preliminary Plan.
2. The applicant shall meet with the Urban Drainage and Flood Control District prior to submittal of the first Final Plat for the property to discuss the project and determine maintenance eligibility.
3. The applicant must address and resolve all Town of Parker Engineering Department review comments prior to Final Plat approval.
4. Utility easements as requested by Public Service Company of Colorado (PSCo), IREA and Parker Water and Sanitation District shall be shown on the Final Plat.
5. The applicant shall meet the required setback, stagger and zoning standards as prescribed by the Hess Ranch PD Guide First Amendment and the Parker Land Development Ordinance.

6. All Open Space areas identified within the Hess Ranch Annexation Agreement shall be dedicated at the time of the first Final Plat of the property. These Open Space areas shall be identified within the Subdivision Improvement Agreement associated with that filing.

Amy Holland seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 1.507 - First Reading

A Bill for an Ordinance to Adopt the 2018 Budget for the Town of Parker and to Make Appropriations for the Same

**Department: Finance, Mary Lou Brown
Finance, Rhonda Willey**

Second Reading: November, 20, 2017

The projected budget is balanced across all funds and tonight's presentation highlights major items included within the proposed budget. It is our belief that the projected 2018 annual budget is a reflection of the direction that we have received throughout this process and we look forward to your adoption.

The General Fund budget requests appropriations of \$54.3 million and those appropriations are funded by various revenue sources of \$54.4 million.

Public Comment - None

Josh Martin moved to approve Ordinance No. 1.507 on first reading and schedule second reading for November 20, 2017.

Renee Williams seconded the motion.

The motion was approved unanimously.

C. TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER LODGING, LLC

Department: Economic Development, Matt Carlson

Parker Lodging, LLC has filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02. The TAP request is in support of the approved La Quinta Inns and Suites Hotel in the Cherrywood Commercial Area at the southeast corner of Jordan Road and E-470.

The proposed TAP agreement with Parker Lodging, LLC will include:

1. A rebate of 50% of building permit fees and construction use taxes;
2. A rebate of 50% of sales tax (excluding lodging taxes) for a period not to exceed 5 years;
3. The combined maximum rebate of all fees and taxes shall not exceed \$290,000.00; and
4. A stipulation that the TAP agreement is subject to the opening of a La Quinta Inns & Suites Hotel.

Public Comment – None

Josh Martin moved to approve the Tax and Fee Assistance Program Agreement for Parker Lodging, LLC.

Renee Williams seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved and Renee Williams seconded to reconvene the Executive Session at 8:47 p.m.

The motion was approved unanimously.

Debbie Lewis moved and Amy Holland seconded to adjourn the Executive Session at 9:25 p.m.

The motion was approved unanimously.

The meeting was adjourned at 9:25 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: December 4, 2017

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.252.2 - First Reading**
A Bill for an Ordinance to Approve the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project

Department: Engineering, Alex Mestdagh
Second Reading: December 11, 2017

EXECUTIVE SUMMARY

The Developer is requesting a second extension to the terms of an IGA associated with Compark Village South Filing No. 1. The extension is being requested to allow additional time for the Developer to renew environmental permits for the project that have expired.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In April 2016, the Town Council and Douglas County Board of County Commissioners entered into an IGA regarding Compark Village South Filing No. 1. This was necessary to codify the construction and maintenance of offsite roadway improvements, located in unincorporated Douglas County, that the Developer will construct with this project. The IGA included a clause that voids the agreement if the Developer was not allowed to proceed with the project by December 31, 2016. The Town Council and BOCC agreed to amend the agreement in March 2017 to extend this deadline to December 31, 2017. This proposed amendment would extend this deadline to December 31, 2018.

In order to proceed with the project, the Developer must have in place all necessary state and Federal permits. This includes a permit from the US Army Corps of Engineers allowing

construction within a major drainageway on the property, Green Acres Tributary. The Developer previously obtained this approval several years ago; however, the approval expired earlier this year before the Developer began work on this project and must be reinstated by the Corps. The Developer's team is currently working to do so, and anticipates that this will be completed by Spring 2018 at the latest. This amendment to the IGA has been requested to provide the additional time to gain this approval and begin construction.

All other elements of the original IGA would remain unchanged in this amendment.

FINANCIAL IMPACT

As part of the IGA, the Town will be providing routine maintenance, which includes street sweeping and snow plowing, for the section of Belford Avenue that is located in the County. However, this maintenance will only be provided by the Town until such time as development occurs adjacent to Belford Avenue in the County. This 2-lane roadway section is approximately 2,000 feet in length and has been coordinated with the Town's Public Works Department. This maintenance arrangement remains unchanged from the original IGA.

STRATEGIC GOAL(S)



ATTACHMENTS

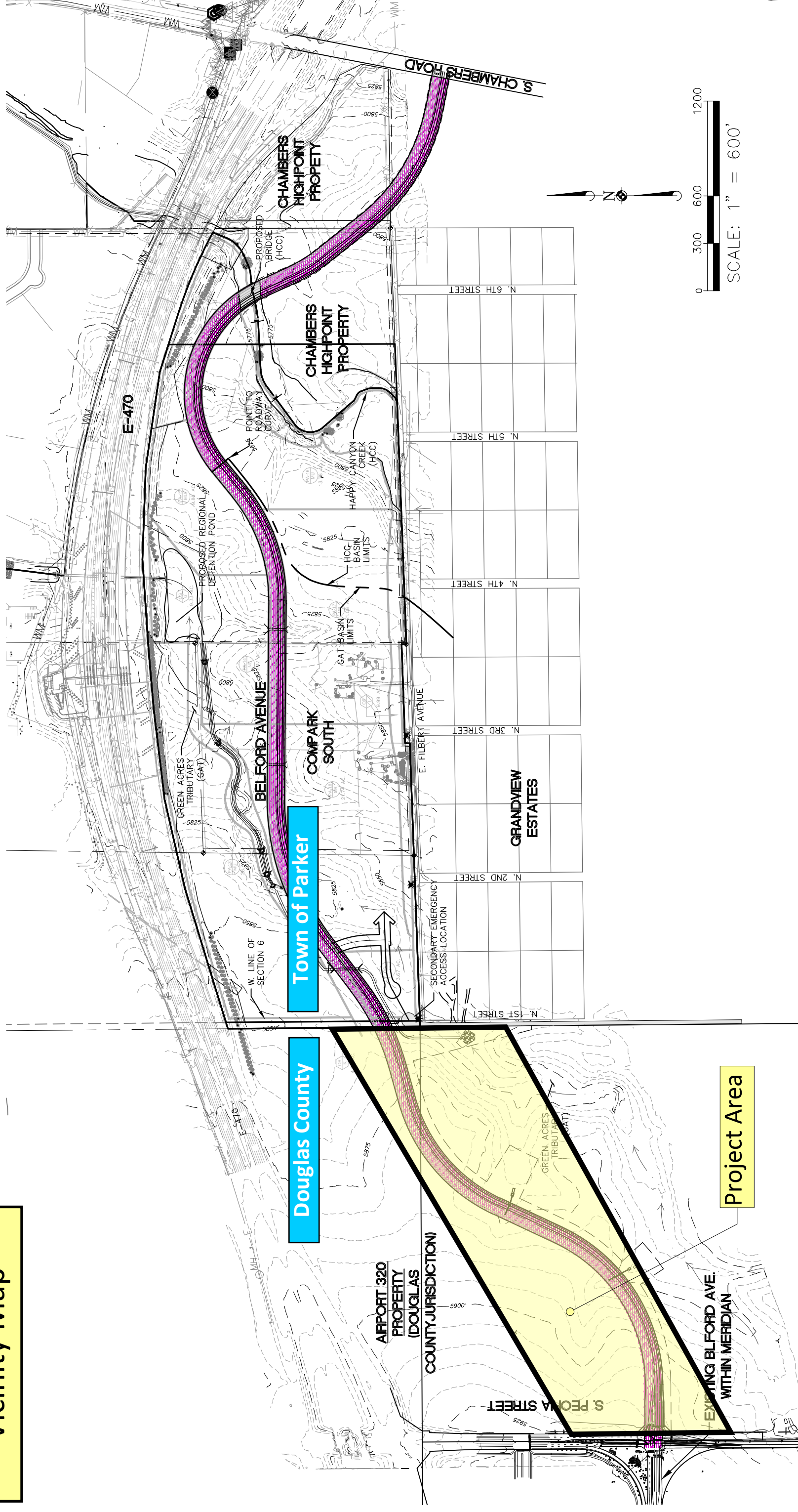
1. Vicinity Map
2. Ordinance No. 9.252.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.252.2 on first reading and to schedule second reading for December 11, 2017, as part of the consent agenda.

Belford Avenue IGA

Vicinity Map



ORDINANCE NO. 9.252.2, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE DESIGN, CONSTRUCTION AND MAINTENANCE OF BELFORD AVENUE (PEORIA STREET TO COMPARK VILLAGE SOUTH) IMPROVEMENT PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: December 4, 2017
Submitted By: Carrie Glassburn, Assistant Cultural Director
Reviewed By: Michelle Kivela, Town Administrator
Title: **Third Amendment to Agreement for Professional Services
(for advertising purchased for the PACE Center)**

Amount: \$263,000
Contractor: Evolution Communications Agency
Department: Cultural, Elaine Mariner
Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to approve the Third Amendment to the Agreement for Professional Services with Evolution Communications agency, which is the media agency of record for Parker Arts. This will be the third full year that they are assisting with buying and placing our media. The total budget impact for 2018 will not exceed \$263,000, which is the same as the 2017 media expenses. This fee will be split among digital, print, broadcast, out-of-home media. The budget also includes a 15% agency fee, which is standard for the industry.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Evolution has been placing media for the Cultural Department since 2016. Our awareness and revenue have continued to increase as a result of these media efforts, so we are recommending renewing the media contract with Evolution again in 2018 via an amendment. While there will be some adjustments to the dollar amounts allocated between individual advertising mediums, there will not be an increase to the overall media budget in 2018.

FINANCIAL IMPACT

Digital Advertising	\$106,448.00
Print Publications	\$37,309.00
Broadcast	\$40,073.65
Out-of-Home	\$6,215.00
Contingency	\$38,650.00
Subtotal	\$228,695.65
15% Agency Fee	\$34,304.35
Total (not to exceed)	\$263,000

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Evolution Contract

RECOMMENDED MOTION

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

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Evolution Communications Agency (the "Consultant").

RECITALS:

A. The Town and the Consultant entered into the Agreement for Professional Services for advertising purchases for the Parker Arts, Culture and Events Center on December 14, 2015 (the "Agreement").

B. The Town and the Consultant entered into the First Amendment to Agreement for Professional Services on December 5, 2016 (the "First Amendment").

C. The Town and the Consultant entered into the Second Amendment to Agreement for Professional Services on August 7, 2017 (the "Second Amendment").

D. The Town and the Consultant desire to amend the Scope of Services, as provided in the Third Replacement Exhibit A of the Agreement.

E. The Town and the Consultant desire to state the compensation for fiscal year 2018, and to provide for submittal of additional invoices as necessary when media are placed, as provided in Section V. of the Agreement.

F. The Town and the Consultant desire to extend the term of the Agreement, as provided in Section VI. of the Agreement, beginning on January 1, 2018, and ending on December 31, 2018, at which time the Town shall have the option to renew the Agreement for two (2) subsequent 1-year terms.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project, and the parties hereby agree to the Third Amendment as follows.

1. Section I., Scope of Services, of the Agreement is amended to provide as follows:

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Third Replacement Exhibit A**, which is attached hereto and incorporated herein by this reference.

2. Section V., Compensation, Paragraphs A. and B., of the Agreement is amended to provide as follows:

V. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed Two Hundred Sixty-Three Thousand Dollars (\$263,000) for fiscal year 2018. Payment shall be made in accordance with the schedule of charges in Third Replacement Exhibit A. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant shall submit quarterly invoices requesting payment and shall submit additional invoices as necessary as media are placed throughout each quarter, as provided in Third Replacement Exhibit A. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town. The amounts of all such quarterly payments shall be paid within thirty (30) days after the receipt of invoice, as provided by this Agreement.

3. Section VI., Term, Commencement and Completion of Services, of the Agreement is amended to provide as follows:

VI. TERM, COMMENCEMENT AND COMPLETION OF SERVICES

This Agreement shall commence on January 1, 2018, and shall remain in effect until December 31, 2018, at which time the Town shall have the option to renew the Agreement for two (2) subsequent 1-year terms. Any renewal of this Agreement beyond the initial 1-year term is a Town prerogative and not a right of the Consultant, and shall be by written amendment to this Agreement. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in Third Replacement Exhibit A.

4. The Town and the Consultant acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment, Second Amendment, and this Third Amendment.

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

TOWN OF PARKER, COLORADO

By: _____

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**CONSULTANT: EVOLUTION
COMMUNICATIONS AGENCY**

By:

Anne Smith
Anne Smith, Principal

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of November, 2017, by Anne Smith, as Principal, of Evolution Communications Agency.

My commission expires: _____.

SEAL

Notary Public

JUSTIN DENETTE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154045797
MY COMMISSION EXPIRES NOVEMBER 24, 2019

THIRD REPLACEMENT EXHIBIT A
Scope of Services

1. Description of Services:

Consultant will serve as Media Agency of Record to help the Town's Cultural Department devise media strategies and negotiate and optimize best rates and value-adds for print, TV, radio, online, outdoor, mobile, and other media for the Town's Cultural Department.

Consultant will work with the Cultural Director and Assistant Cultural Director, Communications and External Relations, to:

- Utilize the Town's own research and data to develop a purchase strategy, media buy plan and schedule
- Conduct further research on the Town's current and desired patrons, and adjust the media plan according to findings, which adjustment is subject to a written amendment to this Agreement.
- Provide access to all ratings, data from Nielson, Arbitron, Tapscan Buyer's Software or other leading industry-recognized media rating and assessment services
- Evaluate current media plan and make recommendations to maximize effectiveness, and identify opportunities for value-add media placement
- Purchase advertising based on the approved media buy plan and negotiate rates to get maximum reach, frequency and awareness
- Verify placements by submitting affidavits of performance and paid vendor invoices
 - Affidavits must include cost per spot, time and day of placement, commercial aired, impressions reached for print / outdoor / web, and donated time provided by media outlet
- Field calls from all media representatives throughout the year and evaluate offers, new media, special packages
- Attend related media meetings as planned by the Town's Cultural Department staff
- Provide quarterly and annual media plan analysis with evidence of meeting demographic and target market criteria/parameters and evaluate success of each campaign
- Manage accounting and payment to media

- Invoice the Town's Cultural Department on a quarterly basis with payment due to Consultant prior to placements
- Invoice the Town's Cultural Department for incremental media approved by the Town's Cultural Department and placed by the Consultant as they occur within each quarter
- Review creative as required

Consultant will also work with the Town's Cultural Department on developing creative, as a separate budget item and as needed.

Consultant and the Town's Cultural Department shall meet quarterly to assess media past and planned media spend, review results from previous quarter, and discuss goals and expectations.

The advertising buys suggested for the period of January 1, 2018 – December 31, 2018, subject to change by the Town in the exercise of its sole discretion, include:

Digital Advertising	\$106,448.00
Print Publications	37,309.00
Broadcast	40,073.65
Out of Home	6,215.00
Contingency	<u>38,650.00</u>
Subtotal	\$228,695.65
15% agency fee	<u>34,304.35</u>
TOTAL (not to exceed)	\$263,000.00

Some of these are placeholders and all of these may not end up as buys. Substitutions may also be proposed.

2. Location and Estimated Timetable for Services:

This work will be conducted both on-site and off-site at Consultant offices, including quarterly meetings with the Town's Cultural Department staff and Town Council. Town Council will review the proposed Annual Media Plan during the quarter leading up to the new calendar year. Quarterly meetings will be held between the Town's Cultural Department staff and Consultant to review the previous quarter's results and discuss any changes to be made to the next quarter's plan. All other services will be completed as dictated by the media plan's deadline.

3. Deliverables to be furnished:

- a. Media plan with suggested best media channels and media buys.
- b. Weekly phone check-ins as needed and in-person meetings as necessary to build media relationships, value-adds, and analysis of results.
- c. If desired by the Town's Cultural Director, Consultant will present and review media strategies with the Town's Cultural Department Leadership Team and Town Administrator up to two times during the period.

4. Acceptance Criteria and Procedures (if any):

Deliverables will be reviewed for accuracy and approved by Elaine Mariner, Cultural Director, and Carrie Glassburn, Assistant Cultural Director, Communications and External Relations. Advertising buys must be approved in advance by Carrie Glassburn.

5. Assumptions and Client Responsibilities:

The Town's Cultural Department will provide the proper access to the employees, accurate ticketing data and outside vendors that have the information related to the items mentioned above, including any existing research material that would impact the deliverables. The Town's Cultural Department will be responsible for all decisions related to the implementation of any recommendations provided by Consultant.

6. Compensation:

The fifteen percent (15%) agency fee for this Scope of Work is included in the above-proposed advertising buys. Agency will submit quarterly and incremental invoices showing a break-out of cost of advertising media and the fifteen percent (15%) agency fee. Invoices will also detail approximate dates and times media will run and provide any available proposed copy, artwork or other creative.



Request for Town Council Action

Date: December 4, 2017
Submitted By: Chris Hudson, Public Works Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Intermountain Rural Electric Association - Parker Road at Robinson Ranch Overhead to Underground Electrical Conversion**

Amount: \$641,674
Contractor: Intermountain Rural Electric Association
Department: Engineering, Chris Hudson

EXECUTIVE SUMMARY

Approval of a contract with Intermountain Rural Electric Association (IREA) for the conversion of the existing overhead powerline adjacent to the east side of Parker Road at the Robinson Ranch residential subdivision to an underground powerline.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In mid-2017, IREA completed the conversion of the existing overhead powerline adjacent to Parker Road on the development to the south of the Robinson Ranch Subdivision (Stroh Crossing Subdivision). Due to the project to the south, IREA reached out to Town staff about continuing the underground powerline conversion process to the north adjacent to the Robinson Ranch residential subdivision. As part of 2017 mid-year supplemental budget process, the Town budgeted \$650,000 for the underground conversion of the existing IREA overhead powerline adjacent to the east side of Parker Road (State Highway 83) adjacent to the Robinson Ranch Subdivision.

Town and IREA staff had a meeting with the Robinson Ranch HOA Board in the fall of 2017 about this project and they have approved an underground easement to allow the conversion to continue to the north. Previously, IREA only had an overhead powerline easement and needed a new easement to allow for the powerline conversion work to continue. Town and IREA

staff negotiated a scope of work and contract amount of \$641,674 that was finalized in November to maximize the Town's available 2017 funds to address this project. Please note that the conversion does not go the entire length of the Robinson Ranch residential development frontage along Parker Road. A future conversion project is anticipated to complete this conversion project at the northern end of the Robinson Ranch residential development in 2018 pending budget approval.

FINANCIAL IMPACT

Funding is generated through the Town of Parker's franchise agreement with IREA. A portion of the franchise fee is set aside to convert overhead powerlines to underground. A mid-year supplemental budget appropriation of \$650,000 was approved by Town Council on June 19, 2017 for this project.

STRATEGIC GOAL(S)



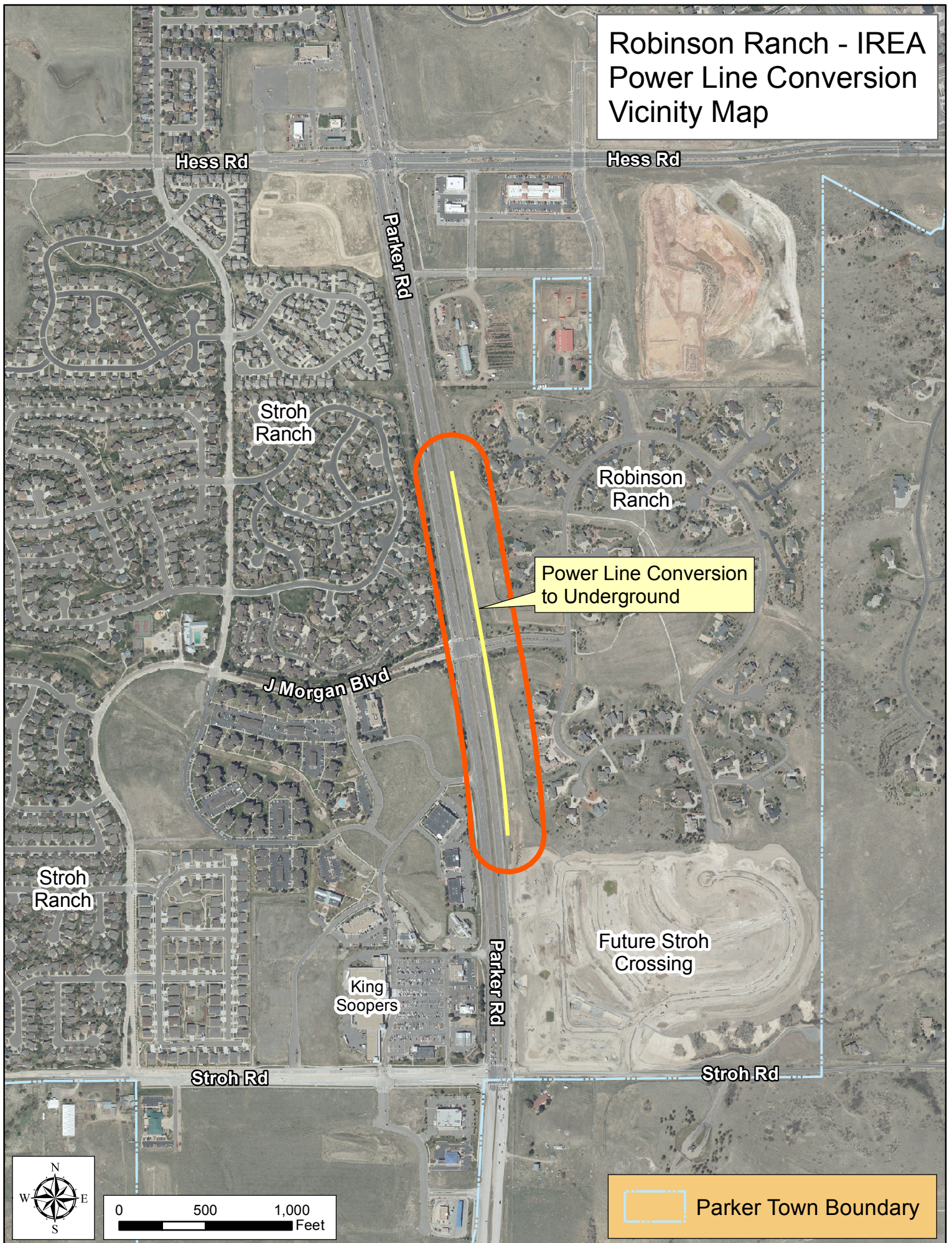
ATTACHMENTS

1. Vicinity Map
2. IREA Contract

RECOMMENDED MOTION

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

Robinson Ranch - IREA Power Line Conversion Vicinity Map





Dear Customer:

Thank you for your request to extend, relocate, or upgrade service. Enclosed please find the Agreement for Service that is being issued to you as per your request.

The price stated per the enclosed Agreement will be valid for a period of 60 days from the issue date. After 60 days this cost will expire and a new design may be required.

A Membership Application and Electrical Service Agreement will be forwarded under separate cover to establish the billing account(s) as necessary.

Please understand that the Association will not release your job for construction until ***all*** documentation has been signed and received ***with*** full payment. This Agreement must be signed by the person specified herein. This person must be an agent/owner capable of signing a binding contract for the company contracting for this extension, relocate, or upgrade of service. If the person stated herein is not an agent/owner of the company, please contact Engineering Services at (303) 688-3100 ext. 5302 so that we may issue a corrected contract immediately. Please be advised that incorrect information may delay the project construction.

Should you have any questions regarding this Indeterminate Contract or any enclosed documentation, please do not hesitate to contact us. Thank you.

Sincerely,

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
Engineering Services

/mm

enclosures

FA\CONTRACT\INDETER\COVER2013.DOC

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

5496 N. U.S. Highway 85, P.O. Drawer A / Sedalia, Colorado 80135

Telephone (303)688-3100 ext. 5302



Date: Nov 9, 2017 W.O. # SSS4083 AR# 95402359
Applicant: TOWN OF PARKER
Project Description: PARKER RD OH TO UG FROM STROH RANCH
PARKER RD & J MORGAN BLVD
Engineer: JELMER Service Type: Relocate/Upgrade

Dear Mike Waid:

Intermountain Rural Electric Association (IREA) received your request for service at the above referenced project address. This Agreement for Service (Agreement) between IREA and the above named applicant (Applicant) provides the terms and conditions for the requested service.

Upon execution of this Agreement and Applicant's performance of all pre-construction requirements, IREA will:

1. Provide all labor and material for the engineering, construction, and supervision of the installation. The time of completion of the requested electrical facilities is subject to personnel, equipment, and material availability and weather conditions.
2. If necessary to address any unforeseen construction issues or additional expenses for special procedures, issue a change order to amend this Agreement.
3. Furnish wiring guides and specifications.
4. Upon Applicant's request for metered service, issue a Membership Application/Electric Agreement for each location.

Within the timeframe stated in this Agreement or as otherwise specified by IREA, Applicant will:

1. Prior to scheduling the construction, pay IREA the total Agreement price of **\$ 641,674.00**.
2. Prior to scheduling the construction, provide a final plat approved by a city or county authority, if required, or a certified survey of the property to be served.
3. Prior to scheduling the construction, provide IREA any additional rights-of-way, if required, in order to complete construction.
4. Prior to construction, flag, number, and pin all lot corners and appropriately mark all rights-of-way.
5. Prior to construction, coordinate all proposed joint use of IREA's trench and submit proposal to IREA for approval, which shall not be unreasonably withheld.
6. Prior to construction, provide final grade for the entire length and width of the proposed service route, including all roads and public rights-of-way in order to prevent additional cost to Applicant due to relocation of the electric facilities.
7. Provide a tax exemption certificate to IREA if the project location or account is tax exempt.
8. Pay additional costs for any differences in the Agreement price resulting from design changes, line reroutes, extraordinary construction requirements, and/or unforeseen project changes during construction. If any such costs are required, IREA will provide Applicant with a quote of the additional cost in a change order to amend this Agreement. If the additional cost exceeds twenty percent (20%) of the original Agreement price, Applicant has the option to terminate this Agreement and will only be responsible for the costs IREA incurred up to and including the date of termination.
9. Keep easements and roads free of debris and obstacles during the construction period.

10. In accordance with IREA's specifications, install and maintain the meter housing and conductor from the point of connection to the Applicant's panel.
11. Obtain the required electrical inspectors' approval of the temporary or permanent meter loop installation from all required jurisdictions.
12. Pay any costs resulting from damages to IREA's facilities caused by contractors working for the developer and/or Applicant, including changes in grade or dig-ins. When digging around underground circuits, hand digging shall be utilized.
13. Pay all costs resulting from vandalism or the willful destruction of IREA's streetlights, streetlight poles, and associated equipment.

In the event any suit or other action is commenced by IREA to collect the amounts due or otherwise enforce any provision of this Agreement, Applicant agrees to pay all reasonable costs and attorney's fees incurred by IREA as a result of Applicant's failure to make payment as required herein.

This proposed Agreement is valid for sixty (60) days from the issue date of this Agreement. If this Agreement is not executed and returned to IREA within that period, it shall be deemed null and void. Furthermore, if the Applicant has not provided improvements, easements, and rights-of-way necessary to perform the work within thirty (30) days after execution of this Agreement, IREA reserves the right to terminate the Agreement and refund or recalculate the Agreement price.

When this Agreement is signed and returned to IREA, it is a binding contract between IREA and Applicant, its successors, and assignees. This Agreement is not assignable or transferable without IREA's written consent.

Agreed to this ____ day of _____, 20____, which is the effective date of this Agreement.

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION


Pamela L. Feuerstein
Chief Operating Officer

Applicant: TOWN OF PARKER

Signature: _____

Printed Name: _____

Title: _____

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

5496 N. U.S. Highway 85, P.O. Drawer A / Sedalia, Colorado 80135
Telephone (303) 688-3100



Request for Town Council Action

Date: December 4, 2017
Submitted By: Elaine Mariner, Cultural Director
Reviewed By: Michelle Kivela, Town Administrator
Title: **First Amendment to Agreement for Professional Services
(purchase of additional seats for Schoolhouse Theater)**

Amount: \$204,700
Contractor: Barbizon Light of the Rockies
Department: Cultural, Elaine Mariner
Cultural, Shaun Albrechtson

EXECUTIVE SUMMARY

Approval of a \$29,590 amendment to the original \$175,110 purchase agreement with Barbizon Light of the Rockies to purchase 50 additional seats, bringing the total number of theater seats to 200.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The original budget that was approved for new seats for The Schoolhouse Theater was sufficient to purchase just 150 seats. The maximum seating capacity in the theater is 200 seats. Due to the extended closure of The Schoolhouse, we have had lower than expected expenditures on utilities and other building items, so we now have sufficient funds available to purchase the final 50 seats.

FINANCIAL IMPACT

\$29,590 is budgeted and appropriated.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. 1st Amendment to the Professional Services Agreement

RECOMMENDED MOTION

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
RFP-16-016, Theatre Seating

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES RFP-16-016, Theatre Seating, is made and entered into this ____ day of November, 2017, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Barbizon Light of the Rockies, Inc. (the "Consultant").

RECITALS:

A. The Town and the Consultant entered into the Agreement for Professional Services RFP-16-016, Theatre Seating (the "Agreement") for the provision and installation of Theatre Seating at the Schoolhouse Theater for the Town of Parker Cultural Department (the "Project") on June 12, 2017.

B. The Town and the Consultant desire to Amend the Agreement to include additional theatre seating requested by the Town, and to increase the compensation by an additional \$29,590 for fiscal year 2017.

NOW, THEREFORE, for and in the consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. Section I., Scope of Services, of the Agreement is amended to read as follows:

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from Exhibit A and **Exhibit A-1**, which is attached hereto and incorporated herein by this reference.

Section 2. Section IV.A., Compensation, of the Agreement is amended to read as follows:

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed Two Hundred Four Thousand Seven Hundred Dollars (\$204,700) (the Amended Contract Amount"), which is an increase of Twenty-Nine Thousand Five Hundred Ninety Dollars (\$29,590). Payment shall be made in accordance with the schedule of charges in Exhibit B and **Exhibit B-1**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

Section 3. The Town and the Consultant acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

APPROVED AS TO FORM AND SUFFICIENCY
AS TO SECTIONS IX AND X:

Steve Bedard, Risk Manager

**CONSULTANT: BARBIZON LIGHT
OF THE ROCKIES, INC.**

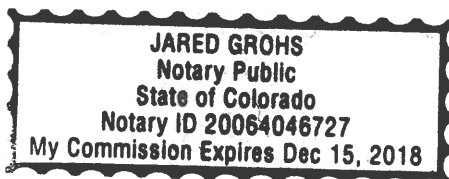
By: Pete Maurelli
Peter Maurelli, Systems Integrator

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of NOV 2017,
2017, by Peter Maurelli, as Systems Integrator of Barbizon Light of the Rockies, Inc.

My commission expires: 12/15/18.

SEAL



Jared Grohs
Notary Public

EXHIBIT A-1

Scope of Services

The Consultant will be responsible for all materials, labor, etc. to complete the provision of the following.

- Theatre Seating
 - 50 Clarin Contour Premium VIP Series Chairs consisting of:
 - Cloth Fabric Type: Clarin “Tea Time, Ebony” 100% Polyester
 - Single Interlocking Armrest per Chair, Two Armrests at the End of Each Row
 - 39 Single Armrests
 - 11 Double Armrests
 - w/Cup Holders at Every Chair
 - Dimensions:
 - 19” Seat Height
 - 18.5” wide x 25” depth
 - Minimum Two-Year Warranty
- Exclusions
 - Installation services. Quote for materials only.
 - Storage carts for theater seats.

EXHIBIT B-1

Compensation

50 Clarin Contour Premium VIP Series Chairs
(freight charges included to jobsite)

\$29,590.00

All costs are based on F.O.B. Destination and Vendor shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized Town representative.

Vendor must obtain and pay for all required permits, licenses, inspection fees, etc., and will comply with all laws, ordinances and regulations. Damages, penalties and/or fines imposed by the Town on the Vendor for failure to obtain required permits, licenses or fees shall be borne by the Vendor.

The Town is exempt from paying State or Local Sales Taxes. Vendors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 98-04380-0000, Federal tax I.D. # 74-2212090.

The Vendor shall be required to take safety precautions in an effort to protect persons and Town property. All contractors and sub-contractors shall conform to all OSHA, State and Town regulations while performing under the terms and conditions of the contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the Town's Project Manager.

All existing structures, utilities, services, roads, trees, shrubbery, etc. located on Town property shall be protected against damage or interrupted services at all times by the Vendor during the term of the contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the Town.

All unusable materials and debris shall be removed from the Town premises. At completion, the Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the Town's Project Manager.

Upon completion and acceptance of the work required in conjunction with this Agreement, the Vendor shall submit one lump sum invoice to the Town of Parker, Finance Department, Accounts Payable, 20120 E. Mainstreet, Parker, CO 80138 or cbylsma@parkeronline.org. The invoice shall reflect the total value of the contract and shall reference the appropriate Purchase Order number, the address of the work place, and all itemized material and labor costs, if applicable. The date of the invoice shall not exceed thirty (30) calendar days from the date that the work was completed and accepted. Under no circumstances shall the invoice be submitted to the Town in advance of such completion and acceptance.



Request for Town Council Action

Date: December 4, 2017
Submitted By: Jim Maloney, Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **NEU TOWNE METROPOLITAN DISTRICT**

Department: Town Attorney, Jim Maloney

- (1) RESOLUTION NO. 17-057**
A Resolution to Approve the First Amendment to Service Plan for Neu Towne Metropolitan District
- (2) RESOLUTION NO. 17-058**
A Resolution Providing Consent to the Inclusion of Property Within the Neu Towne Metropolitan District

EXECUTIVE SUMMARY

The Neu Towne Metropolitan District ("District") is requesting Town Council approval of a First Amendment to the District's Service Plan ("First Amendment to Service Plan") and consent to inclusion within the District of a 10.3-acre parcel of property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Service Plan for the District in October 2004. The District subsequently issued debt in December 2004. The District Board has tentatively decided to refinance its 2004 Bonds, including all accrued interest and principal unpaid from prior periods. The District also desires to incur approximately \$1,350,000 in additional debt to fund certain public improvements, including an enhanced pool and clubhouse amenities that will be funded in part by the refinancing. The District anticipates issuing limited tax senior and subordinate general obligation bonds in the approximate total principal amount of \$10,610,000.

The Service Plan authorizes the District to incur debt up to \$8,000,000, exclusive of refundings or other refinancings. As such, the District proposes as a part of the First Amendment to Service

Plan to (a) add a community swimming pool to the list of District facilities, and (b) amend the debt limit in the Service Plan to \$11,000,000.

In addition to the First Amendment to Service Plan, the District requests the Town's consent to include into the District's boundaries the 10.3-acre parcel owned by Pacific North Enterprises ("PNE") and formerly known as the Moomah property (the "Residential Parcel"). According to the District's letter, the District and PNE have entered into a Public Improvement Agreement ("PIA") regarding the refinancing of the 2004 bonds, which is feasible, in the opinion of the District's investment banker, if PNE is willing to include its proposed residential condominium development into the District. Thus, according to the District, the inclusion of the Residential Parcel is necessary to add assessed valuation to the District tax base. Further, the inclusion will make the refinancing feasible, "thus stabilizing the District's financial condition and providing benefits to the District's residents," and the refinancing will provide additional funds for additional improvements PNE will construct. Under the PIA, PNE's inclusion of the Residential Parcel is conditioned upon the closing of the refinancing and Town approval of the inclusion and Service Plan amendments.

Given that the inclusion and refinancing are linked, the Town is requiring that the inclusion of the Residential Parcel be completed no later than 90 days after the date of the first issuance of any Debt, pursuant to the First Amendment to Service Plan. This condition further provides that the District shall not, after this first such issuance of Debt, thereafter certify its operating mill levy for the subsequent year without first completing the inclusion.

Regarding the increase in the Public Improvements' costs, the District proposes to incur \$1,350,000 in additional debt to fund certain public improvements within the District for the benefit of District residents and the enhancement of property values. In addition to the debt limit increase for this purpose, the First Amendment to Service Plan proposes revisions to the capital improvement sections of the Service Plan to add specific references to a swimming pool.

The proposed First Amendment to Service Plan does not include any proposed changes to the mill levy limitations of the approved Service Plan. Finally, once the Town consents to the inclusion and approves the First Amendment to Service Plan, and the District issues its new debt, it will then process the petition for inclusion.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

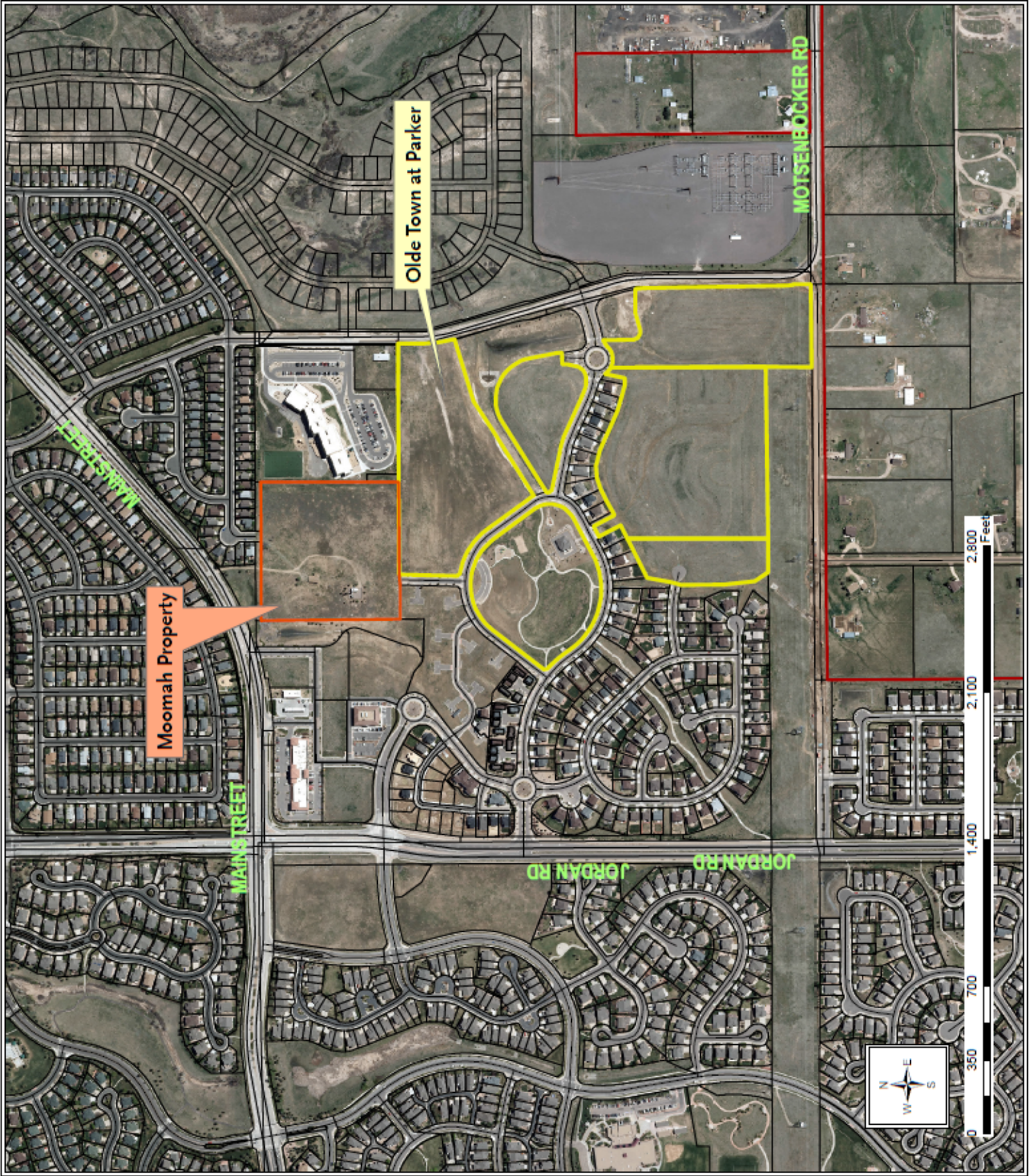
ATTACHMENTS

1. Olde Town Vicinity Map
2. Resolution No. 17-057
3. Resolution No. 17-058

RECOMMENDED MOTION

I move to approve Resolution No. 17-057.

I move to approve Resolution No. 17-058.



RESOLUTION NO. 17-057, Series of 2017

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO SERVICE PLAN FOR NEU TOWNE METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 04-075, the Town Council of the Town of Parker on October 4, 2004, approved a Service Plan for the organization of the Neu Towne Metropolitan District (the "District");

B. There has been submitted to the Town Clerk of the Town of Parker a proposed amendment to the Service Plan for the District, in the form of such amendment attached as **Exhibit 1**;

C. Pursuant to state statute, the Town of Parker Municipal Code, and the Service Plan, the Town Council has authority to review the proposed amendment to the Service Plan;

D. That the Town Council has reviewed the proposed amendment to the Service Plan and related exhibits, and has considered the testimony and evidence received at the public hearing on said amendment;

E. Upon such review and consideration, the Town Council finds, determines and declares that, subject to conditions as provided herein, said amendment meets the municipal approval criteria under applicable provisions of state statute, the Town of Parker Municipal Code, and the Service Plan; and

F. That based on the foregoing, Town Council has determined to adopt a resolution of approval of the proposed amendment to the Service Plan for the Neu Towne Metropolitan District, subject to conditions as provided herein.

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

Section 1. The Town Council of the Town of Parker hereby determines that, upon consideration of the proposed amendment to the Service Plan for the Neu Towne Metropolitan District and all evidence disclosed at the public hearing on said proposed amendment, there shall be and is hereby approved, subject to the conditions set forth in Section 2, the First Amendment to Service Plan for Neu Towne Metropolitan District in the form attached as Exhibit 1.

Section 2. The Town Council of the Town of Parker, pursuant to Section 32-1-204.5(1)(c), C.R.S., and the Parker Municipal Code, hereby imposes the following conditions upon its approval of the First Amendment to Service Plan for Neu Towne Metropolitan District: No later than 90 days after the date of the first issuance of any Debt pursuant to the First Amendment to Service Plan, there shall be included within the boundaries of the Neu Towne Metropolitan District all that certain real property legally described and depicted in the attached **Exhibit 2** (the "Property"). The District shall not, after the first such issuance of Debt, thereafter

certify its operating mill levy for the subsequent year without first completing inclusion of the Property within the District. Failure to satisfy such condition shall constitute a material modification of the Service Plan, for which the Town may impose any sanction and exercise any remedy available under the Parker Municipal Code and the Special District Act.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

**FIRST AMENDMENT TO SERVICE PLAN
FOR
NEU TOWNE METROPOLITAN DISTRICT**

IN THE TOWN OF PARKER, COLORADO

Approval Date: _____, 2017

INTRODUCTION

The Neu Towne Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado. The Town of Parker, Colorado (the "Town") approved the Service Plan for the District by adoption of Resolution No. 04-075 on October 4, 2004 (the "Service Plan").

This First Amendment to Service Plan (this "First Amendment") is submitted pursuant to §§ 32-1-101, et seq., C.R.S., as amended, and the requirements of the Town.

This First Amendment is proposed to restate and replace Section II.B.6, Section III.B.5.a, and Paragraphs 12 and 16 of Section V.B. of the Service Plan (Financing Plan).

I. PURPOSE OF FIRST AMENDMENT

The purpose of this First Amendment is to (i) add a community swimming pool to the list of District facilities and (ii) amend the debt limit in the Service Plan to \$11,000,000.

II. REVISION TO SECTION II.B.6.

Section II.B.6. of the Service Plan is hereby amended and restated in its entirety to read as follows:

The design, acquisition, installation, construction, operation and maintenance of public parks and recreation facilities or programs, including without limitation grading, soil preparation, sprinkler systems, playgrounds, playfields, community center, bike, hiking and nature trails, pedestrian and equestrian trails, pedestrian bridges, picnic areas, lakes, open space, common area landscaping and weed control, outdoor lighting of all types, swimming pool and related facilities and equipment, and other recreational facilities, land and easements, and all necessary extensions of and improvements to such facilities or systems.

III. REVISION TO SECTION III.B.5.a.

Section III.B.5.a. of the Service Plan is hereby amended and restated in its entirety to read as follows:

General. Park and recreation facilities may include parks, opens space, playfields, recreation facilities, community center, swimming pool and related facilities and equipment, trails, common area, open space xeriscaping along Jordan Road and Motsenbocker Road, fencing and median landscaping.

IV. REVISION TO PARAGRAPH 12 OF SECTION V.B.

Amend the principal amount of the debt limit in the second and third sentences of paragraph 12 of Section V.B. of the Service Plan to read as follows:

The District shall have the authority to issue or incur limited tax general obligation indebtedness (secured by a property tax levy not to exceed 35 mills), revenue debt, and other multiple-fiscal year financial obligation in an amount sufficient to finance and construct all public improvements specified under the Service Plan, if not greater than \$11,000,000, without the need to obtain the Approval of the Town or to process any amendment or modification of the Service Plan. The District shall not incur principal indebtedness greater than \$11,000,000, exclusive of refundings or other refinancings, without the Approval of the Town.”

V. REVISION TO PARAGRAPH 16 OF SECTION V.B.

Amend the principal amount of the debt limit in the first sentence of paragraph 16 of Section V.B. of the Service Plan to read as follows:

“The principal amount of voter-authorized debt shall not exceed \$11,000,000, exclusive of refundings or other refinancings, unless otherwise Approved by the Town.

VI. EFFECT OF FIRST AMENDMENT

This First Amendment is in addition to all of the provisions of the Service Plan. Except as specifically modified herein, the Service Plan of the District remains effective.

VII. RESOLUTION OF APPROVAL

The District incorporates in this First Amendment the Resolution of the Town Council for the Town of Parker approving this First Amendment, including any conditions of approval.

EXHIBIT 2

SENDEROS CREEK MF

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, S89°43'08"W A DISTANCE OF 916.77 FEET TO THE NORTHWEST CORNER OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 2 AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID MOUNTAIN VIEW SENIOR CENTER FILING NO. 2, S00°02'02"E A DISTANCE OF 682.11 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2016020737;
THENCE ALONG SAID NORTHERLY LINE TOGETHER WITH THE NORTHERLY LINE OF EAST SPRINGFIELD COURT RECORDED AT RECEPTION NO. 2004031195 AND THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1A – AMENDMENT NO. 4 RECORDED AT RECEPTION NO. 2016032313, S89°34'55"W A DISTANCE OF 655.30 FEET TO A POINT ON THE EASTERLY LINE OF TRACT O, OLDE TOWN AT PARKER FILING NO. 1A, FIRST AMENDMENT RECORDED AT RECEPTION NO. 2007094472;
THENCE ALONG SAID EASTERLY LINE, N00°20'54"W A DISTANCE OF 683.63 FEET TO A POINT ON THE SAID NORTHERLY LINE OF SAID SECTION 21;
THENCE N00°23'18"W A DISTANCE OF 2.02 FEET, TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION FILING NO. 2A;
THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING SIX (6) CONSECUTIVE COURSES;
1.) N89°36'42"E A DISTANCE OF 258.06 FEET;
2.) THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3.) THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4.) THENCE N89°30'01"E A DISTANCE OF 50.00 FEET;
5.) THENCE N00°19'07"W A DISTANCE OF 27.27 FEET;
6.) THENCE N89°35'34"E A DISTANCE OF 233.63 FEET;
THENCE S00°24'26"E A DISTANCE OF 3.35 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10.311 ACRES OR 449,148 SQUARE FEET MORE OR LESS.

ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°21'11"E AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP IN RANGE BOX PLS #13487 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25645 AT THE SOUTHWEST CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
OCTOBER 11, 2017



A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

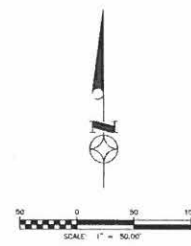
LEGEND

	BUSH	 ² P	CONTROL POINT
 POLSD	SQUARE COLUMN		FOUND MONUMENT
 EN	ELECTRIC METER		SET MONUMENT
 FM	GUY WIRE		
 P	POWER POLE		
 STM	STORM SEWER MANHOLE		
 TR	TELEPHONE RISER BOX		
10" Dia. 5' D. 	CONIFEROUS TREE (DIAMETER AND DRIP SIZE)		
10" Dia. 5' D. 	DECIDUOUS TREE (DIAMETER AND DRIP SIZE)		
 W	POWER WEL		
 FLP	POWER AND LIGHT POLE		
	POSTS FOR WIRE FENCE		
 X	BARB WIRE FENCE		
	CHAINLINK FENCE		
	WOOD FENCE		
 UT	UNDERGROUND TELEPHONE		
 DE	OVERHEAD ELECTRIC		
N 89°55'23" W (AKN)	ACTUAL MEASUREMENT		

**WESTERN STATES
SURVEYING, Inc.**
12753 SOUTH PARKER ROAD, SUITE 305
PARKER, CO 80134-3468 (303) 841-7416

ALTA/ACSM LAND TITLE SURVEY
LAND ADVISORS ORGANIZATION
SECTION 21, T. 6 S., R. 66 W.

SHEET	DATE:	BY DATE	Scale: 1" = 50'
2	02/12/08		Filled Book: TSC
	JOB NUMBER:		Surveyed: 36.44
2	20747-002		Cut/Cleared: AWW
			Dredged: AWW



RESOLUTION NO. 17-058, Series of 2017

**TITLE: A RESOLUTION PROVIDING CONSENT TO THE INCLUSION OF
PROPERTY WITHIN NEU TOWNE METROPOLITAN DISTRICT**

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. A Service Plan ("Service Plan") for the organization of Neu Towne Metropolitan District ("District") was approved by the Town of Parker by the adoption of Resolution No. 04-075, on October 4, 2004;

B. The District was duly organized pursuant to Title 32 of the Colorado Revised Statutes following an election of the eligible electors in the District held on November 2, 2004;

C. Paragraph 1.A.2 of the Service Plan provides in pertinent part that additional property may be included within the District in accordance with the provisions of the Special District Act, Article 1 of Title 32, C.R.S. ("Act"), subject to the approval of the Town;

D. The District desires to include within its boundaries an approximately ten-acre parcel of property, which is legally described and depicted in the attached **Exhibit A** (the "Property"), and which Property proposed for inclusion is outside the Service Area approved in the Service Plan;

E. As the Property is not within the District's Service Area as defined within the Service Plan, the District has requested Town Council approve the inclusion of the Property within the boundaries of the District;

F. The boundaries of the District and of the Property proposed for inclusion are located entirely within the Town of Parker; and

G. The Town Council by this Resolution desires to provide its approval to inclusion of the Property in the District.

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

Section 1. Acting pursuant to Section 1.A.2. of the Service Plan for the Neu Towne Metropolitan District ("the District"), and based upon the above findings and representations by and on behalf of the District, the Town Council of the Town of Parker hereby consents to inclusion of the Property legally described and depicted in the attached Exhibit A in the boundaries of Neu Towne Metropolitan District. Such inclusion is subject to all other applicable provisions of the Consolidated Service Plan and of all applicable law.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

SENDEROS CREEK MF

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, S89°43'08"W A DISTANCE OF 916.77 FEET TO THE NORTHWEST CORNER OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 2 AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID MOUNTAIN VIEW SENIOR CENTER FILING NO. 2, S00°02'02"E A DISTANCE OF 682.11 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2016020737;
THENCE ALONG SAID NORTHERLY LINE TOGETHER WITH THE NORTHERLY LINE OF EAST SPRINGFIELD COURT RECORDED AT RECEPTION NO. 2004031195 AND THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1A – AMENDMENT NO. 4 RECORDED AT RECEPTION NO. 2016032313, S89°34'55"W A DISTANCE OF 655.30 FEET TO A POINT ON THE EASTERLY LINE OF TRACT O, OLDE TOWN AT PARKER FILING NO. 1A, FIRST AMENDMENT RECORDED AT RECEPTION NO. 2007094472;
THENCE ALONG SAID EASTERLY LINE, N00°20'54"W A DISTANCE OF 683.63 FEET TO A POINT ON THE SAID NORTHERLY LINE OF SAID SECTION 21;
THENCE N00°23'18"W A DISTANCE OF 2.02 FEET, TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION FILING NO. 2A;
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1.) N89°36'42"E A DISTANCE OF 258.06 FEET;
2.) THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3.) THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4.) THENCE N89°30'01"E A DISTANCE OF 50.00 FEET;
5.) THENCE N00°19'07"W A DISTANCE OF 27.27 FEET;
6.) THENCE N89°35'34"E A DISTANCE OF 233.63 FEET;
THENCE S00°24'26"E A DISTANCE OF 3.35 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10.311 ACRES OR 449,148 SQUARE FEET MORE OR LESS.

ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°21'11"E AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP IN RANGE BOX PLS #13487 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25645 AT THE SOUTHWEST CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
OCTOBER 11, 2017

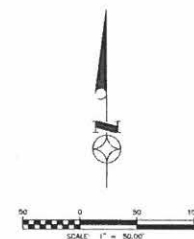


A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGEND

 BUSH  POLSO  EN  FOX  STH  TRE 10" Dia. 5' D.  10" Dia. 5' D.   W  FLP  X  X  UT  DE	IRUSH SQUARE COLUMN ELECTRIC METER GUY WIRE POWER POLE STORM SEWER MANHOLE TELEPHONE RISER BOX CONIFEROUS TREE (DIAMETER AND DRIP SIZE) DECIDUOUS TREE (DIAMETER AND DRIP SIZE) POWER AND LIGHT POLE POSTS FOR WIRE FENCE BARB WIRE FENCE CHAINLINK FENCE WOOD FENCE UNDERGROUND TELEPHONE OVERHEAD ELECTRIC ACTUAL MEASUREMENT	 CONTROL POINT  FOUND MONUMENT  SET MONUMENT
--	--	--

N 89°55'23" W (GAL)



**WESTERN STATES
SURVEYING, Inc.**
12753 SOUTH PARKER ROAD, SUITE 203
PARKMEN, CO 80134-2468 (303) 841-7436

ALTA/ACSM LAND TITLE SURVEY
LAND ADVISORS ORGANIZATION
SECTION 21, T. 6 S., R. 66 W.

REVISION\$	BY	DATE	Scale: 1" = 50'
			Field Book: TSC
			Surveyed: SE, J
			Calculated: AW
			Drawn: AW
			Checked: AW

DATE: 02/12/08
OB NUMBER: 20747-002

SHEET
2 of 2



Request for Town Council Action

Date: December 4, 2017

Submitted By: Dale Schmidt, Deputy Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 4.85.4 - Second Reading**
A Bill for an Ordinance to Amend Sections 11.05.020,
11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal
Code Concerning the Parker Electrical Code

Department: Building, Dale Schmidt

EXECUTIVE SUMMARY

The Town desires to adopt the 2017 edition of the National Electrical Code, as published by the National Fire Protection Association (NFPA 70), which is consistent with best practices in building services, plan review and construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Across the U.S., building officials recognize the need for a modern up-to-date electrical code addressing design and installation of electrical systems. The 2017 NFPA 70: National Electrical Code is designed to meet those needs through model code regulations that safeguard the public health, safety and welfare in all communities.

The NFPA 70: National Electrical Code provides many benefits arising from the model code development process which uses an open consensus-based process. All NFPA codes and standards are developed and periodically reviewed by approximately 7,000 building professionals with a wide range of expertise. The National Electrical Code establishes minimum standards for electrical systems that safe-guard people and property from hazards arising from the use of electricity.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance 4.85.4

RECOMMENDED MOTION

I move to approve Ordinance No. 4.85.4 on second reading.

ORDINANCE NO. 4.85.4, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.05.020, 11.05.050, 11.05.060 AND 11.05.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ELECTRICAL CODE

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

Section 1. Section 11.05.020 of the Parker Municipal Code is amended to read as follows:

11.05.020 National Electrical Code adopted.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the National Electrical Code, ~~2014~~ **2017** Edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.05.050 of the Parker Municipal Code is amended to read as follows:

11.05.050 Amendments.

The National Electrical Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the National Electrical Code):

(1) Amend Article 100, Definitions, by deleting the definition **Location, Dry** in its entirety and replace with:

“Location, Dry. A location not normally subject to dampness or wetness. A location classified as dry will have all exterior openings sealed from the weather and the roofing shall be complete or sealed in a manner acceptable to the Parker Building Official.”

(2) Amend Article 110.26(A)(3), Height of Working Space, by the addition of a new Subparagraph (1) and Informational note to read:

“The width of the working space shall include the wall space at the equipment.”

“Informational note: Increasingly, wall space above and below service equipment is used for cable, satellite, phone and other type of equipment.

This leads to problems when additions to the service equipment are required.”

(3) Amend Figure 210.52(C)(1) by revising the description to read:

“Determination of area behind sink. Small appliance outlets are not allowed behind a cooking appliance.”

(4) Amend Article 210.52(B)(3), Kitchen Receptacle Requirements, by the addition of a new Subparagraph (1) to read:

“There shall be no more than four (4) **receptacle** outlet openings on a residential kitchen small appliance branch circuit.”

(5) Amend Article 220.14(I), Receptacle Outlets, by the addition of a new Subparagraph (1) to read:

“For dwellings, general purpose **receptacle** outlets. The number of **receptacle** outlets per circuit shall not exceed ten (10) on a 15-ampere circuit or thirteen (13) on a 20-ampere circuit.”

(6) **Amend Article 230.70(A), Location, by the addition of a new Subparagraph (1) to read:**

“Service disconnecting means shall be located so that the height to the center of the operating handle shall not be less than four (4) feet (1219 mm) and not more than six (6) feet seven (7) inches (2.0 m) above the floor or finish grade, except as installed in freestanding or building-type switchgear built to the National Electrical Manufacturers Association's specifications. When necessary to install tiered metering on multifamily dwellings, it shall be permissible to vary the heights of the disconnecting means within two (2) feet six (6) inches to six (6) feet six (6) inches (762 mm to 2.0 m) above finished grade.”

Section 3. Section 11.05.060 of the Parker Municipal Code is amended to read as follows:

11.05.060 Violation; penalty.

In addition to the penalty provisions contained in the code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.05.080 of the Parker Municipal Code is amended to read as follows:

11.05.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2015~~ **2018**.

Section 5. 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 6. 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 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: December 4, 2017

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.508 - Second Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2018 Budget Year

Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas county prior to December 15, 2017 in order to collect property taxes for the 2018 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Council levies the tax by ordinance and authorizes the Finance Director to certify the mill levy rate to the County Commissioners.

FINANCIAL IMPACT

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year and for next year.

2017 Budget Year

Assessed Valuation	\$681,572,007
Mill Levy	2.602
Property Tax Revenue	\$1,773,450

2018 Budget Year

Assessed Valuation	\$771,940,154
Mill Levy	2.602
Property Tax Revenue	\$2,008,588

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus inflation does not apply. We cannot increase the mill levy without a vote of the citizens; therefore, we will continue to use the rate of 2.602 mills.

The amount of property tax an owner of a home with an actual value of \$300,000 would have to pay the Town of Parker is approximately \$62 per year. Assessed valuation and the resulting property tax revenue increased 13.3%.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. 2018 Mill Levy Ordinance

RECOMMENDED MOTION

I move to approve Ordinance 1.508 on first reading and schedule a second reading for December 4, 2017, as a part of the consent agenda.

ORDINANCE NO. 1.508, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2017 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2018 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on November 20, 2017;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,004,938;

WHEREAS, the 2017 valuation for assessment for the Town of Parker, as certified by the County Assessor, is \$770,537,320;

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., nonexempt personal property parcels shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand dollars (\$7,000.00) or less;

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes;

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business;

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2017 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2017, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2017 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2017.

Section 2. The Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the Town of Parker as hereinabove determined and set.

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2017. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

Section 4. 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 5. 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 6. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Chris Vanderpool, Deputy Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Chris Vanderpool, Deputy Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: December 4, 2017

Submitted By: Jason Rogers, Deputy Community Development Director
Weldy Feazell, PAR Staff

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.289.4 - Second Reading**
A Bill for an Ordinance to Approve the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado and the Parker Authority for Reinvestment for Administrative Services

Department: **Community Development, Jason Rogers**

EXECUTIVE SUMMARY

The Parker Authority for Reinvestment (PAR) and the Town of Parker (Town) have operated as two separate entities with a Cooperation Agreement since 2006.

An Amended and Restated Agreement between PAR and the Town is required at this time to clarify items in previous amendments as well as memorialize the relationship that has continued to evolve as the three (3) urban renewal plans have been implemented and dedicated PAR staff has been determined.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Authority for Reinvestment and the Town of Parker originally entered into a Cooperation Agreement for Administrative Services on August 21, 2006, which has subsequently been amended on three occasions; once on June 4, 2012 (the "First Amendment"); again on March 17, 2014 (the "Second Amendment"); and again on May 15, 2017 (the "Third Amendment").

The Amended and Restated Cooperation Agreement comprehensively memorializes the relationship between the two (2) entities as follows:

Loans from the Town to PAR

1. PAR received a loan from the Town for \$154,000 in 2007, loan was subsequently repaid in 2012.
2. PAR currently has an outstanding loan of \$950,000 from the Town and each plan area owes:
 - a. \$900,000 for the purchase of the 19801 E. Mainstreet property (Parker Central Area)
 - b. \$25,000 for the initial funds for the area (Parker Road Area)
 - c. \$25,000 for the initial funds for the area (Cottonwood Area)

Staff Costs

PAR will reimburse the Town the cost of salaries and benefits for staff, starting January 1, 2018.

1. PAR Executive Director- 25% of the Town Administrator's salary and benefits
2. PAR Director - 50% of the Deputy Community Development Director's salary and benefits
3. PAR Redevelopment Manager - 100% salary and benefits
4. PAR Redevelopment Coordinator - 100% salary and benefits (anticipated hire 1st quarter 2018)

Administrative Fee

PAR will reimburse the Town for the cost of support functions provided by the following Town Departments; Human Resources, Finance/Accounting, Information Technology, Risk Management and the Clerk.

Office Rent

PAR will reimburse the Town for office space used by PAR staff.

Downtown Development

Allow PAR to oversee the development and redevelopment of Town owned property in Downtown Parker.

The amounts PAR will reimburse the Town for staff costs, administrative fee and office rent will be adjusted annually with budget appropriations.

FINANCIAL IMPACT

\$395,958 revenue to the Town from PAR in 2018

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.289.4

RECOMMENDED MOTION

I move to approve Ordinance No. 1.289.4 on second reading.

ORDINANCE NO. 1.289.4, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT FOR ADMINISTRATIVE SERVICES

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Cooperation Agreement between the Town of Parker and the Parker Authority for Reinvestment for Administrative Services, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (the "Cooperation Agreement") dated as of the ____ day of _____, 2017, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

WHEREAS, the Town is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the Town the Charter;

WHEREAS, the Authority is a body corporate and has been duly organized established and authorized by the Town to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the Town;

WHEREAS, the Town and the Authority entered into the Cooperation Agreement for Administrative Services on August 21, 2006 (the "Original Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Cooperation Agreement for Administrative Services on June 4, 2012 (the "First Amendment");

WHEREAS, the Town and the Authority entered into the Second Amendment to Cooperation Agreement for Administrative Services on March 17, 2014 (the "Second Amendment");

WHEREAS, the Town and the Authority entered into the Third Amendment to Cooperation Agreement for Administrative Services on May 15, 2017 (the "Third Amendment");

WHEREAS, the Town and the Authority now desire to enter into this Amended and Restated Cooperation Agreement to memorialize the following aspects of the relationship between the Town and the Authority:

1. The restatement of the existing Loan Agreement between the Town and the Authority;

2. The restatement of the Town's provision of administrative services to the Authority on a contractual basis as set forth herein;
3. The Authority's role in acting as an agent on the Town's behalf in overseeing the development and redevelopment of Authority and Town-owned properties in the Parker Central Area Reinvestment Plan Area.; and
4. That the Amended and Restated Cooperation Agreement shall supersede and replace in its entirety the Original Cooperation Agreement, the First Amendment, the Second Amendment and the Third Amendment in their entirety, and the Original Cooperation Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall be null, void, and of no force or effect.

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the Town and the Authority to enter into cooperative agreements such as this Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Amended and Restated Cooperation Agreement as follows:

1.0 DEFINITIONS. The terms defined in the recitals of this Amended and Restated Cooperation Agreement shall have the meanings set forth therein. In addition, the following terms shall have the meanings set forth below:

1.1 *Collected Tax Revenues* means the Incremental Tax Revenues actually collected during the Fiscal Year and remitted to the Authority pursuant to Section 2.1 of this Cooperation Agreement.

1.2 *Fiscal Year* means the fiscal year of the Town which is January 1 of each calendar year through December 31 of the same calendar year.

1.3 *Incremental Taxes* means for each Fiscal Year subsequent to the approval of a Reinvestment Plan, the Property Tax Revenues in excess of the Property Tax Base Amount.

1.4 *Obligations* shall have the meaning set forth in the third Whereas clause above.

1.5 *Property Tax* means the property taxes levied by all jurisdictions on real and personal property pursuant to C.R.S. § 39-1-101 *et seq.*

1.6 *Property Tax Revenues* means the amount to be collected by the County Treasurer for each fiscal year from the levy of the Property Tax in any urban renewal area designated in an adopted urban renewal plan.

2.0 LOAN AGREEMENT/ADVANCE OF PROPERTY TAX REVENUES.

2.1 An amount of One Hundred and Fifty-Four Thousand Dollars (\$154,000.00) of projected Property Tax Revenues from the Parker Central Area Reinvestment Plan Area was

advanced by the Town to the Authority, and was paid in full by the Authority to the Town in 2012.

2.2 The further amount of Nine Hundred and Fifty Thousand Dollars (\$950,000.00) was advanced by the Town for the purpose of acquiring certain property located within the Parker Central Area Reinvestment Plan Area (the "Property Acquisition Cost"), and for other costs within the other plan areas set forth in Section 6.0 of this Cooperation Agreement. Such amounts have been paid directly to the Authority by the Town, and shall be disbursed by the Authority consistent with the Act as it deems prudent and necessary for such purposes. Any amounts so advanced by the Town are and shall continue to be an Obligation of the Authority within the meaning of this Cooperation Agreement, and within the meaning of C.R.S. § 31-25-109. Such amounts advanced shall be payable to the Town from future Property Tax Revenues, subject to an annual appropriation by the Board of Commissioners of the Authority. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town.

3.0 USE OF TOWN EMPLOYEES/ADMINISTRATIVE SERVICES.

3.1 The Town hereby authorizes the Authority to utilize the services of certain specified Town employees to assist the Authority in work related to urban renewal projects in the Town. Effective January 1, 2018, the Town hereby assigns the following positions to perform such services for the percentage of their time specified below as follows:

- A. The Authority Executive Director: The Town Administrator shall perform the function of Executive Director, and the Authority shall pay twenty five percent (25%) of the total cost of the Town Administrator's salary and benefits for performing such functions;
- B. The Authority Director: The Deputy Director of Community Development shall perform the function of Authority Director, and the Authority shall pay fifty percent (50%) of the total cost of the Deputy Director of Community Development's salary and benefits for performing such functions;
- C. The Authority Redevelopment Manager: The Community Development Department shall provide an employee to perform the function of Authority Redevelopment Manager, and the Authority shall pay one hundred percent (100%) of the total cost of the salary and benefits for performing such functions;
- D. The Authority Redevelopment Coordinator: The Community Development Department shall provide an employee to perform the function of Authority Redevelopment Coordinator, and the Authority shall pay one hundred percent (100%) of the total cost of the salary and benefits for performing such functions; and
- E. Town Administrative Fee: In addition to the specific staff positions set forth above, the Town shall charge the total amount of Thirty Seven Thousand Seven

Hundred Dollars (\$37,700.00) for administrative support, including, but not limited to, Town human resources, finance, information technology and Town Clerk support.

The specific employees and the amount of time devoted to the projects may be modified from time to time by Resolution of the Town of Parker. The use of such employees by the Authority and the proportionate cost of their services shall be deemed an advance by the Town and an obligation of the Authority.

3.2 The costs incurred by the Authority as set forth in this Section 3.0 shall be allocated equally one-third each to each of the three urban renewal plans set forth in section 6.0 of this Cooperation Agreement.

3.3 The Town shall retain the right to establish the employees' wages or salaries and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. The Town as the employer, has the responsibility for payment of salary or wages to the employee and for reporting withholding and paying any applicable taxes with respect to the employees' wages or salaries and payment of Town sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The Town also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the Town's employees, all of such responsibilities being the obligation of the Town. The Town intends to retain the right to maintain the employment relationship between the Town and its employees on a long term, and not a temporary basis.

3.4 In the event any employment related issues arise with employees assigned to work with the Authority, these issues shall be addressed in the manner provided by the Town's Personnel Manual as the same may be amended from time to time.

3.5 Employees assigned to work with the Authority shall further be subject to the Town's Operations Manual as the same may be amended from time to time, concerning administrative expenditures made on behalf of the Authority, including, by way of example, the use of purchasing cards for Authority expenditures.

4.0 TOWN FACILITIES. The Authority shall pay the Town rent in the amount of Twenty-Three Thousand, Nine Hundred and Fifty-Eight Dollars (\$23,958.00), which amount reflects the rent on a price per square foot basis for those employees identified in Section 3.1 above. The costs incurred by the Authority as set forth in this Section 4.0 shall be allocated equally one-third each to each of the three urban renewal plans set forth in section 6.0 of this Cooperation Agreement.

5.0 COOPERATION REGARDING DEVELOPMENT AND REDEVELOPMENT OF AUTHORITY AND TOWN OF PARKER OWNED PROPERTIES IN DOWNTOWN PARKER. The Town and the Authority agree that the Authority shall oversee the development and redevelopment of Authority and Town of Parker owned properties in Downtown Parker, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Municipal Redevelopment Properties"). The Town may modify the Municipal

Redevelopment Properties that are subject to this Cooperation Agreement by Resolution. Provided however, nothing in this Cooperation Agreement shall authorize the Authority to convey Town-owned property or otherwise provide incentives on behalf of the Town, and any agreements shall require specific Town of Parker authorization.

6.0 URBAN RENEWAL AREAS. The Parties acknowledge and agree that as of the date of this Cooperation Agreement, three (3) urban renewal areas exist within the boundaries of the Town, more particularly described as the Parker Central Area Reinvestment Plan Area, the Cottonwood Commercial Urban Renewal Plan Area, and the Parker Road Urban Renewal Plan Area. In addition, as of the date of this Amended and Restated Cooperation Agreement, the outstanding obligations of the Authority to the Town in the total amount of Nine Hundred and Fifty Thousand Dollars (\$950,000.00) are allocated as follows:

- A. Parker Central Area: Nine Hundred Thousand Dollars (\$900,000.00)
- B. Cottonwood Area: Twenty-Five Thousand Dollars (\$25,000.00)
- C. Parker Road: Twenty-Five Thousand Dollars (\$25,000.00)

Such loan amounts shall be due to the Town on or before December 31, 2033

7.0 PAYMENT OF ADMINISTRATIVE FEES AND USE OF TOWN FACILITIES. All amounts due under Section 3.0 for the Use of Town Employees/Administrative Services and under Section 4.0 for the use of Town Facilities shall be invoiced by the Town to the Authority annually on or before December 5 of each year, and shall be due to the Town annually on or before December 15 of the year in which the invoice is received.

8.0 MISCELLANEOUS.

8.1 Governing Law. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and shall be subject to the limitations if any that are applicable under the Charter or ordinances of the Town.

8.2 Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail postage prepaid addressed as follows:

If to the Town:

Town of Parker Colorado
20120 E Mainstreet
Parker Colorado 80138

If to the Authority:

Parker Authority for Reinvestment
20120 E Mainstreet
Parker Colorado 80138

The Town or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8.3 Termination. Either party may terminate this Agreement upon thirty 30 days' written notice to the other party provided however there are no outstanding amounts payable by the Authority to the Town, unless satisfactory arrangements have been made in the sole discretion of the Town for the payment of such amounts.

8.4 Severability. In the event that any provision of this Amended and Restated Cooperation Agreement other than the requirement of the Authority to reimburse the Town for obligations incurred by the Authority hereunder shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof.

8.5 Entire Agreement — Amendments. This Amended and Restated Cooperation Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained within this Amended and Restated Cooperation Agreement. Amended and Restated Cooperation Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto relating to the matters set forth herein. This Agreement may be further amended by written agreement between the Town and the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Cooperation Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

Attest:

Carol Baumgartner, CMC, Town Clerk

PARKER AUTHORITY FOR REINVESTMENT

By: _____
Mike Waid, Chairman

Attest:

Carol Baumgartner, CMC, Authority Clerk

EXHIBIT A
MUNICIPAL REDEVELOPMENT PROPERTIES
LEGAL DESCRIPTIONS

PACE Lot 2

Civic Center Filing No. 1, 1st Amendment Subdivision Exemption Plat Lot 2

East Main

Mainstreet and Pine Marketplace 4th Amendment Lot 4

Pine Curve

Parcel 1 (larger parcel)
TRACT IN W1/2NW1/4 23-6-66 21.159 AM/L

Parcel 2 (smaller parcel)
TR IN W1/2NW1/4 23-6-66 3 AM/L 243-427 MTD 0356485



Request for Town Council Action

Date: December 4, 2017

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.78 - Second Reading**
A Bill for an Ordinance to Amend Chapter 8.11 of the Parker Municipal Code by the Addition Thereto of a New Section 8.11.070 Concerning Matters Related to Sexually Explicit Images of a Minor

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Currently when a minor engages in “sexting” behavior, the only available offense with which to charge that minor is sexual exploitation of a child, which is a class 3 felony. Under House Bill 17-1302, the Colorado General Assembly has declared that it is necessary for all law enforcement to charge lower level offenses or civil infractions, in addition to providing other diversionary programs, that can more appropriately address the conduct involved in cases involving “sexting behavior” by a minor. The purpose of this ordinance is to make the exchange of sexually explicit images by a minor a municipal violation.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

House Bill 17-1302 creates the criminal offense of posting a private image by a minor. The offense can be committed in two ways. The first is if the minor knowingly sends a sexually explicit image or images of himself or herself to another person who is at least fourteen (14) years of age or is less than four (4) years younger than the minor, and the image or images depict only the sender and no other person and the sender reasonably believed that the recipient had solicited or otherwise agreed to the transmittal of the image or images.

The second is if the minor knowingly possesses a sexually explicit image or images of another person who is at least fourteen (14) years of age or is less than four (4) years younger than the minor, and the image or images depict only the sender and no other person and the minor

reasonably believed that the depicted person had transmitted the image or images or otherwise agreed to the transmittal of the image or images.

It is an affirmative defense to either of these offences if a minor is coerced, threatened or intimidated into exchanging a sexually explicit image of a person under eighteen (18) years of age. A violation of this ordinance is punishable by participation in a program designed by the school safety resource center or other diversion program recognized by the Municipal Court, or a fine of up to fifty dollars (\$50.00). The Municipal Court may also impose additional age-appropriate penalties. Under no circumstances shall the Municipal Court issue a warrant for the arrest of the minor or impose incarceration as a penalty.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.78

RECOMMENDED MOTION

I move to approve Ordinance No. 5.78 on second reading.

ORDINANCE NO. 5.78, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 8.11 OF THE PARKER MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW SECTION 8.11.070 CONCERNING MATTERS RELATED TO SEXUALLY EXPLICIT IMAGES OF A MINOR

WHEREAS, currently when a minor engages in “sexting” behavior, the only available offense with which to charge that minor is sexual exploitation of a child, which is a class 3 felony;

WHEREAS, under House Bill 17-1302, the Colorado General Assembly has declared that it is necessary for all law enforcement to charge lower level offenses or civil infractions, in addition to providing other diversionary programs, that can more appropriately address the conduct involved in cases involving “sexting behavior;” and

WHEREAS, Town Council desires to make the exchange of sexually explicit images by a minor a municipal violation.

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

Section 1. The Parker Municipal Code is hereby amended by the addition thereto of a new Section 8.11.070 to read as follows:

Section 8.11.070 Exchange of a private image by a minor – definitions – penalties.

(a) Definitions. As used in this Section, unless the context otherwise requires:

Minor means a person under eighteen (18) years of age.

Sexually explicit image means any electronic or digital photograph, video or video depiction of the external genitalia or perineum or anus or buttocks or pubes of any person or the breast of a female person.

(b) It is unlawful for a minor to exchange a private image if he or she, through digital or electronic means:

(1) Knowingly sends a sexually explicit image or images of himself or herself to another person who is at least fourteen (14) years of age or is less than four (4) years younger than the minor, and the image or images depict only the sender and no other person and the sender reasonably believed that the recipient had solicited or otherwise agreed to the transmittal of the image or images; or

(2) Knowingly possesses a sexually explicit image or images of another person who is at least fourteen (14) years of age or is less than four (4) years younger than the minor, and the image or images depict only the sender and no other person and the minor reasonably believed that the depicted person had transmitted the image or images or otherwise agreed to the transmittal of the image or images.

(3) It is an affirmative defense to Subsections (1) and (2) of this Section if a minor is coerced, threatened or intimidated into exchanging a sexually explicit image of a person under eighteen (18) years of age.

(c) Violation of this Section is punishable by participation in a program designed by the school safety resource center or other diversion program recognized by the Municipal Court, or a fine of up to fifty dollars (\$50.00). The Municipal Court may also impose additional age-appropriate penalties. Under no circumstances shall the Municipal Court issue a warrant for the arrest of the minor or impose incarceration as a penalty.

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 attained. The Town Council further finds that the title to this Ordinance was posted in two (2) 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. Unless otherwise stated in the Ordinance, the provisions of this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: December 4, 2017

Submitted By: Weldy Feazell, PAR Staff
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.480.4 - Second Reading**
A Bill for an Ordinance to Approve the Reinstatement of and
Fourth Amendment to Agreement for Sale and Purchase of
Land By and Between the Town of Parker and ACG, LLC,
Concerning the Gym Property

Department: Community Development, Weldy
Feazell

EXECUTIVE SUMMARY

The developer of the approved Parker Taphouse and Distillery adjacent to The Schoolhouse on Mainstreet is awaiting final bank approval for project financing to close the purchase of this Town-owned property. As a result, the Purchase and Sale Agreement has lapsed and there is a need to reinstate it through the Fourth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of Parker and ACG, LLC.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Parker Taphouse and Distillery is a public-private partnership between the Town of Parker and ACG, LLC, to redevelop the former gymnasium at The Schoolhouse with a new use that activates Mainstreet. At this time, the Town has completed all of the items required for closing the sale of the property to ACG, LLC for the project. ACG, LLC is waiting on its bank to complete the financing package so it may proceed with the purchase and begin construction.

Recently, the purchaser's bank has requested an appraisal be done on the property prior to closing. The bank indicates that mid-December is the soonest they can receive the appraisal and proceed to closing. In order to accommodate this change, the current sale and purchase agreement needs to be reinstated and extended because it expired on October 13, 2017.

The Fourth Amendment will extend the closing date to January 31, 2018. Town Council has previously approved the Purchase and Sale Agreement between Town of Parker and ACG, LLC on June 6, 2016. The Council has also approved several amendments as follows: First Amendment on December 5, 2016; Second Amendment on March 20, 2017; and Third Amendment on August 7, 2017.

FINANCIAL IMPACT

Proceeds from sale in the amount of \$270,957

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.480.4

RECOMMENDED MOTION

I move to approve Ordinance No. 1.408.4 on second reading.

ORDINANCE NO. 1.480.4, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE REINSTATEMENT OF AND FOURTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF LAND BY AND BETWEEN THE TOWN OF PARKER AND ACG, LLC, CONCERNING THE GYM PROPERTY

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

Section 1. The Town Council of the Town of Parker hereby approves the Reinstatement of and Fourth Amendment to Agreement for Sale and Purchase of Land by and between the Town of Parker and ACG, LLC, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

REINSTATEMENT OF AND FOURTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF LAND

This Reinstatement of and Fourth Amendment to Agreement for Sale and Purchase of Land ("Amendment") is made and entered into effective as of _____, 2017 (the "Effective Date"), by and between the Town of Parker, a Colorado municipal corporation ("Seller") and ACG, LLC, a Colorado limited liability company ("Buyer").

RECITALS

This Amendment is made with respect to the following facts:

A. Seller and Buyer are the parties to that certain Agreement for Sale and Purchase of Land made and entered into as of June 6, 2016, as amended by a First Amendment dated November 7, 2016, a Second Amendment dated March 20, 2017, and a Third Amendment dated August 7, 2017 (collectively, the "Original Agreement") regarding certain real property located in the Town of Parker in Douglas County, Colorado. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Original Agreement.

B. The deadline for Closing under the Original Agreement was October 13, 2017. Seller provided Buyer with notice of its failure to close and gave Buyer until October 30, 2017 to cure, but Closing did not occur by such date.

C. Buyer and Seller desire to reinstate the Original Agreement and make certain amendments thereto on the terms and conditions stated herein.

AGREEMENT

In consideration of the promises and agreements of Buyer and Seller set forth herein, the sufficiency of which are hereby acknowledged by both Seller and Buyer, Seller and Buyer do hereby promise and agree as follows:

1. Reinstatement. The Original Agreement, as amended hereby, is reinstated and in full force and effect. The Original Agreement as modified by this Amendment is hereinafter referred to as the "Agreement."

2. Amendment to Original Agreement. The Original Agreement is hereby amended and modified as follows:

(a) Deposit. Upon receipt of this fully executed Amendment, the Title Company is instructed to release the Deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to Seller in accordance with such payment instructions as Seller may provide. If Buyer completes the purchase of the Property as and when required by the Agreement, the amount of the Deposit shall be applied to the Purchase Price at Closing. Otherwise, the Deposit shall be and remain the sole property of Seller.

(b) Closing. Section 4.2 is amended to provide that the Closing shall occur at 10:00 a.m. at the offices of the Title Company on January 31, 2018. If Closing does not occur on

this date, and the Closing Date is not extended by mutual written agreement of the parties hereto, then the Agreement shall automatically terminate, the Deposit shall be retained by Seller, and Buyer and Seller shall be relieved of all further obligations to each other under the Agreement except for any liabilities or obligations that by their terms survive termination of the Agreement.

3. Execution. This Amendment may be executed in counterparts and when counterparts of this Agreement have been executed and delivered by both Seller and Buyer as provided in this Section, this Amendment shall be fully binding and effective in accordance with its terms, just as if both Buyer and Seller had executed and delivered a single counterpart of this Amendment. Execution by either Party may be effected by facsimile or email PDF transmission of a signature page of this Amendment executed by such Party, and each party will produce an original signature on this Amendment if requested by the other party or the Title Company.

4. Survival of Terms; No Further Modification. Except as modified by this Amendment, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of the Original Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Reinstatement of and Fourth Amendment to Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____

Name: _____

Title: _____

BUYER:

ACG, LLC, a Colorado limited liability
company

By: _____

Name: _____

Title: _____